

ATTACHEMENT C

ATTACHEMENT C:

Job Order Contract Agreement with Newton
Construction & Management

FORM OF AGREEMENT



COUNTY OF SANTA BARBARA
AGREEMENT FOR:
General Services Project No. 25001-JOC

County of Santa Barbara
General Building Construction Job Order Contract 2025-2026

BC: _____ - _____

THIS AGREEMENT ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY"), and Newton Construction & Management, Inc. "CONTRACTOR" and together with COUNTY, collectively, the "Parties" and each individually a "Party"), for the completion of the Work (defined below), on the following terms, conditions, and provisions. All references in the General Terms to the "Agreement" shall have the meaning ascribed to the term "Agreement" in the immediately preceding sentence.

1. CONTRACT: This Agreement incorporates by reference the Gordian Technical Specifications and the Construction Task Catalog for the General Building Construction Job Order Contract 2025-2026 Project No. 2X000-JOC (attached hereto and incorporated herein as part of Exhibit A), the Invitation for Bids as amended by Addenda Number 01-03, the Bid Bond, the Performance Bond, the Payment Bond, and the Bid documents executed and submitted by the CONTRACTOR for the Project ("Bid"), to the extent the Bid is consistent with the provisions of this Agreement other than the Bid (all of the foregoing documents, together with this Agreement and all Job Orders (defined below) and Change Orders (defined below) entered into during the Term (defined below) in accordance with the provisions of this Agreement, collectively, the "Contract" or "Contract Documents"). A copy of each of the General and Special Conditions, Specifications and Drawings provided by the COUNTY for the General Building Construction Job Order Contract 2025-2026, 2X000-JOC, the Invitation for Bids, the Bid Bond, the Performance Bond, and the Payment Bond, the Gordian Technical Specifications and the Construction Task Catalog are attached hereto as EXHIBIT A, and a copy of the Bid is attached hereto as EXHIBIT B. All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Invitation for Bids. Copies of all Contract Documents are on file in the Department of General Services Office of the COUNTY, and have been and will be made available to the CONTRACTOR during the term of this Agreement. CONTRACTOR acknowledges receipt of all Contract Documents.

2. WORK: CONTRACTOR, at CONTRACTOR's own cost and expense, shall perform the work described in the Contract Documents ("Work") pursuant to Job Orders (defined below), and shall furnish all equipment and materials necessary to perform and complete the Work, in a good and workmanlike manner and to the satisfaction of the Director of the COUNTY's General Services Department or his designee, all in strict accordance with the Plans and the Contract Documents. No Work shall be performed or commenced hereunder unless pursuant to a duly executed Job Order in accordance with Section 33, below, for "repair, remodeling, or other repetitive work" on projects approved by order of the COUNTY Board of Supervisors, "to be done according to unit prices" set forth in the Construction Task Catalog attached hereto as part of Exhibit A, based on the plans and specifications for typical work set forth in the Gordian Technical Specifications attached hereto as part of Exhibit A, and in accordance with Section 20128.5 of the California Public Contract Code. "Work" shall not include any new construction, or design or contract drawings.

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 a Job Order by either party hereto unless and until CONTRACTOR complies with all of the foregoing provisions of this Sections 3 with respect to such Job Order, 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 Daniel Contreras; *provided, however*, that the signature of the Director of the COUNTY's General Services Department or the Assistant Director designee of the COUNTY's General Services Department ("Director") on each Job Order and Change

Order is required prior to the commencement of Work under such Job Order or Change Order; *provided further* that this Contract may only be amended by written amendment approved and signed by the COUNTY Board of Supervisors, including, but not limited to, increases in the Maximum Contract Amount (defined below).

5. PAYMENT: As full compensation for furnishing all labor, supervision, overhead, materials, and equipment and for completing all of the Work to be performed under this Contract, including pursuant to all Job Orders and Change Orders which may be entered into hereunder during the Term, and subject to adjustments and liquidated damages, if any, as provided in the Contract Documents, the maximum aggregate amount that may be paid to the CONTRACTOR for satisfactory completion of all requirements of the CONTRACTOR under this Contract is TWO MILLION FIVE HUNDRED THOUSAND DOLLARS \$2,500,000.00 ("Maximum Contract Amount"), to be paid as provided in the Contract Documents. The CONTRACTOR assumes and will provide against any loss or damage arising out of the nature of the Work undertaken, or the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the performance of the Work until its acceptance by the COUNTY, and assumes any and all expenses incurred by or in consequence of suspension or discontinuance of the Work, for well and faithfully completing the Work and the whole thereof, in the manner and to the requirements of the Contract and directions of the County Representative.

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 (collectively, the "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 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 Project. 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 Project records. 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 changes to any Job Order, may only be effected or authorized in writing pursuant to Change Order(s) duly executed by the Director in accordance with Section 34, below; *provided, however*, that in no event shall the Maximum Contract Amount be increased other than by formal written amendment to this Contract approved and executed by the COUNTY Board of Supervisors. In no event shall CONTRACTOR be paid for any Work performed after the expiration of the one-year Term of this Contract, which Term shall not be extended or amended.

8. COMPLIANCE WITH LAW: CONTRACTOR shall keep fully informed of, and shall at all times during the Term ensure the performance of the Work is in compliance with, all applicable laws, statutes, ordinances, decrees, orders, and regulations, and all orders of bodies and tribunals of competent jurisdiction (collectively, "Applicable Laws"). If CONTRACTOR knows or has reason to know that any provision of any Job Order or Change Order, or any of the Special Provisions or Standard Specifications for the Work, conflict with any Applicable Law(s), the CONTRACTOR shall immediately report same to the County Representative in writing. CONTRACTOR shall at all times observe and comply with, and shall cause all of its agents, employees, and Subcontractors to observe and comply with, all Applicable Laws. CONTRACTOR acknowledges and shall 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 the 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 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, as the same may be amended from time to time, and to all applicable orders of the President and of any authorized Federal Officer or government agency.

No contractor or subcontractor may be listed on a bid 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 pursuant to Labor Code section 1725.5. This Project 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 detailed drawings of the Work to be performed, and fully understands the intent and meaning of the same.

12. TERM; TIME FOR COMMENCEMENT, COMPLETION: The term of this Contract shall commence effective as of the first date that this Contract is duly executed by all of the parties hereto ("Effective Date"), and shall terminate, and all Work to be performed under this Contract shall be completed by, the date that is 365 calendar days after the Effective Date, unless earlier terminated in accordance with the provisions of this Contract ("Term"). As soon as practicable after a Job Order has been fully executed by all of the required signatories in accordance with Section 33, below, a Notice to Proceed will be issued by the County Representative stating the starting date of the Work to be performed thereunder. The CONTRACTOR shall begin such Work within fifteen (15) calendar days after receiving such Notice to Proceed, unless otherwise provided therein.

The Term of the Job Order Contract shall be for one (1) year, or when issued Work Orders totaling the Maximum Contract Value have been completed, whichever occurs first. All Work Orders shall be issued, but not necessarily completed within one (1) calendar year after the commencement date of this Agreement.

All Work Orders for which a Notice to Proceed is issued by the County Contract Manager during the term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after the Contract Term has expired. All terms and conditions of the Contract apply to each Work Order. No notices to proceed will be issued after 5:00 P.M. on the final day of the Contract Term.

13. WORKERS' COMPENSATION INSURANCE: CONTRACTOR certifies that CONTRACTOR has knowledge of, is in compliance with, and warrants that CONTRACTOR at all times during the Term shall 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 for the Work shall not constitute a waiver of any liquidated damages under this Contract.

15. GUARANTEE BONDS: Before any performance under this Contract, the CONTRACTOR shall provide the security required by statute for the payment of all workers and suppliers, and security for the faithful performance of all terms and conditions of this Contract, in an amount and form approved by the COUNTY. Both securities shall contain provisions that automatically increase amounts thereof and/or time of completion or both for all Change Orders, extensions, and additions to the Work provided under this Contract.

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

17. DISPUTES: Should any dispute(s) arise respecting the construction or meaning of any of the plans or specifications affecting the Work or respecting the true value of any extra work or work omitted, such dispute(s) shall be resolved by the Director whose decision shall be final and binding upon the parties hereto. If, after the decision of the Director 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: The County Representative is authorized to act on behalf of the County in matters requiring consent with respect to substitutions of materials or equipment specified, to the extent not inconsistent with any other provision of this Contract, and subject to the limitations set forth in Section 4, above .

19. SURVIVAL: All provisions of this Contract which by their nature are intended to survive the termination or expiration of this Agreement 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. FEDERAL PROVISIONS : CONTRACTOR acknowledges that Federal financial assistance may be used to fund one or more Job Orders under this Agreement. CONTRACTOR shall only use federal funds as authorized herein. In the performance of each Job Order that is fully or partially funded with Federal financial assistance (each a "Federally Funded Job Order"), CONTRACTOR will comply with all applicable federal laws, regulations, executive orders, federal policies, procedures, and directives, and Title 2 of the Code of Federal Regulations (CFR) Part 200, entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." In addition, in the performance of each Federally Funded Job Order. CONTRACTOR shall comply with the Federal Terms and Conditions attached hereto as EXHIBIT E and incorporated herein by reference, as well as with all applicable agreements, assurances in applications, notices of award, and all other applicable federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices, and policies pertaining to such Federal funds. CONTRACTOR shall be responsible for providing such services in a manner consistent with all federal and state requirements and standards required as a condition of receiving and expending such funds.

22. 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.

23. 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 Work 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.

24. NONDISCRIMINATION: COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR

agrees to comply with said ordinance.

25. NON-ASSIGNMENT: CONTRACTOR shall not assign, subcontract, delegate, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer") this Contract, in whole or in part, or any of CONTRACTOR's rights or obligations under this Contract, without the prior written consent of COUNTY in each instance. Any attempted or purported Transfer in violation of this Section 26, be null and void and without legal effect and shall constitute grounds for immediate termination of this Contract by COUNTY. No Transfer shall relieve CONTRACTOR of any of its obligations hereunder.

26. SEVERABILITY: If any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, 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.

27. TIME IS OF THE ESSENCE: Time is of the essence in this Contract, and each covenant and term is a condition herein.

28. ENTIRE AGREEMENT AND AMENDMENT: The Contract Documents, as may be modified from time to time during the Term by duly authorized and executed amendment(s) and in accordance with the provisions of this Section 29, and Change Order(s) in accordance with Section 34, below, the Task Catalog and Gordian Technical Specifications contain the entire understanding and agreement of the Parties with respect to the subject matter hereof and thereof, 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 and therein. This Contract may be altered, amended or modified only by an amendment to this Contract in writing, duly approved by the COUNTY Board of Supervisors, and executed by each of CONTRACTOR and the Chair of the COUNTY Board of Supervisors, and by no other means; provided, however, that Job Orders may be modified by Change Orders duly executed by the Director in accordance with Section 34, below, to the extent such delegated authority is expressly authorized by the COUNTY Board of Supervisors in approving this Contract. Each Party waives its 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. EXECUTION OF COUNTERPARTS: 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 shall preserve undestroyed, shall together constitute one and the same instrument.

30. ORDER OF PRECEDENCE: In the event of conflict or inconsistency between the provisions of this Contract, the following order of precedence shall control:

1. Exhibit C
2. The numbered sections 1 through 38 of this Agreement
3. Exhibit A
4. Exhibit D
5. Exhibit B
6. Change Order(s)
7. Job Order(s)

31. SUBCONTRACTORS: CONTRACTOR is authorized to subcontract with only the subcontractor(s) identified in the Bid as set forth in Exhibit B ("Subcontractors"). Contractor shall be fully responsible for all services and Work performed by each Subcontractor. Contractor shall secure from each of its Subcontractors a legally binding written agreements to comply with all of the provisions of this Contract as if CONTRACTOR's obligations pertained to such Subcontractor, including, but not limited to, audit obligations.

32. JOB ORDERS: CONTRACTOR shall not perform or authorize any Work hereunder unless pursuant to a written Job Order in the form attached hereto as Exhibit F ("Form of Job Order") and after such Job Order has been signed by the Director and CONTRACTOR. The COUNTY does not guarantee issuance of any specific Job Order(s), or any number of Job Orders. The Scope of Work for each Job Order must be finalized and set forth in such Job Order prior to signing such Job Order. Each Job Order must specify the Work to be performed thereunder, the project location, purpose, notification of results, deliverables, schedule, Job Order period of performance (which must end during the Term, and which shall not

commence prior to the date such Job Order is signed by both CONTRACTOR and the Director), and the maximum aggregate amount payable to CONTRACTOR under such Job Order based on the Units of Work and Unit Prices set forth in the Construction Task Catalog attached as part of Exhibit A to this Agreement, and the Gordian Technical Specifications attached as part of Exhibit A to this Agreement. A Job Order specifying Work to be performed thereunder must be signed by each of COUNTY and CONTRACTOR in each instance *prior* to commencement of such Work by CONTRACTOR. The CONTRACTOR shall only commence or authorize Work hereunder to the extent assigned to CONTRACTOR in a duly executed Job Order signed by both of CONTRACTOR and, on behalf of the COUNTY, by the Director.

The CONTRACTOR shall begin the Work specified in a Job Order (i) upon the issuance by the COUNTY of a Notice to Proceed for such Job Order, or (ii) on the date specified in the Job Order, provided that such date is *after* the first date that such Job Order has been signed by both CONTRACTOR and the Director. Once a Notice to Proceed has been issued by the COUNTY for a Job Order, CONTRACTOR shall diligently perform the Work specified therein until all Work specified therein has been completed to the satisfaction of the COUNTY.

33. CHANGE ORDERS: Changes to a Job Order may only be made pursuant to a Supplemental Job Order or Change Order ("Change Order") and duly executed by both CONTRACTOR and the Director. No Change Order may extend the Term, authorize Work to be performed hereunder after the date that is one year after the Effective Date, or increase the Maximum Contract Amount. No Change Order shall be valid or enforceable against the COUNTY unless duly authorized by the COUNTY in accordance with Article 13 of the JOC Contracting General Conditions.

34. JURISDICTION; VENUE. This Agreement shall be governed by the laws of the State of California. Any litigation arising out of this Agreement 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.

35. NO WAIVER. COUNTY's delay or failure to act with respect to a breach of this Contract 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 Agreement 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.

36. CERTIFICATION OF SIGNATORIES. Each of the signatories to this Agreement represents and warrants that such signatory is duly authorized to execute this Agreement, 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. Each Party represents and warrants that:

- (a) This Agreement 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 Agreement has been duly authorized by CONTRACTOR.

37. CARB REQUIREMENTS. Vehicles with a Gross vehicle weight rating ("GVWR") greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board ("CARB") Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>. CONTRACTOR 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 ("CARB Certificate of Compliance"), and shall confirm that each Subcontractor listed in CONTRACTOR's Bid, and in each Job Order and Change Order, has a valid CARB Certificate of Compliance, 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 any Work site unless and until CONTRACTOR provides COUNTY with a valid Certificate of Reported Compliance applicable to such vehicle.

38. TERMINATION.

A. COUNTY may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill its obligations hereunder.

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 Work 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 Work.

2. For Nonappropriation 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 sufficient funds are not otherwise available for payments hereunder in the fiscal year(s) covered by the Term of this Agreement, 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.

3. For Cause. Should CONTRACTOR default in the performance of this Contract or materially breach any of the provisions hereof, COUNTY may, at COUNTY's sole option, terminate or suspend this Contract in whole or in part upon written notice ("Termination Notice"). Upon receipt of such Termination Notice, CONTRACTOR shall immediately discontinue all Work (unless otherwise directed in such Termination Notice) and notify COUNTY in writing of the status of CONTRACTOR's performance of Work hereunder. The date of termination shall be the date the Termination Notice is received by CONTRACTOR, unless the Termination Notice directs otherwise.

B. 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 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. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the first date fully executed by all of the parties hereto (the “Effective Date”).

COUNTY
County of Santa Barbara

By: _____
BOB NELSON, CHAIR

BOARD OF SUPERVISORS

Dated: _____

ATTEST:
MONA MIYASATO,

CONTRACTOR

NEWTON CONSTRUCTION & MANAGEMENT
a California corporation

COUNTY EXECUTIVE OFFICER

CLERK OF THE BOARD

By: _____
Deputy Clerk of the Board

Signed by:
By: Eric Newton - Newton Construction President
1AB10E18BD8D40A...
AUTHORIZED REPRESENTATIVE
Name: ERIC NEWTON

Title: PRESIDENT

APPROVED AS TO FORM:
RACHEL VAN MULLEM,
COUNTY COUNSEL

Signed by:
By: Ramon Zambrano
98B46FFED91E4FG...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
BETSY SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

Signed by:
By: James Munro
02BA147EF6A8ADE...
Deputy Auditor-Controller

APPROVED AS TO FORM:
MARISA KAHN, ARM
RISK MANAGER

Signed by:
By: Marisa Kahn
AB42F39273FD416...
Risk Management

RECOMMENDED FOR APPROVAL
KIRK LAGERQUIST, DIRECTOR
GENERAL SERVICES DEPARTMENT

DocuSigned by:
By: Kirk Lagerquist
19AE0A90054E4CE...
Department Head

EXHIBIT A

Invitation for Bids

Addendum No. 002

Addendum No. 003

Gordian Technical Specifications

Construction Task Catalog

County of Santa Barbara
General Building Construction Job Order Contract 2025-2026
Project No. 25001-JOC GC

Invitation for Bids



MANDATORY PRE-BID MEETING:

Attendees are required to RSVP to the pre-bid meeting **no later than 2:00PM on November 17, 2025**, and must be submitted via email to Daniel Contreras, Capital Division Manager at dcontreras@countyofsb.org with the subject line of "PROJECT 25001-JOC GC PRE-BID MEETING RSVP CONFIRMATION".

BID DUE DATE:

Friday, December 05, 2025
3:00 P.M. PST

BID OPENING:

Friday, December 05, 2025
3:01 P.M. PST

Prepared By
County of Santa Barbara - General Services

INVITATION FOR BIDS TABLE OF CONTENTS

BIDDING DOCUMENTS

- Notice to Bidders
- Bid Form
- Designation of Subcontractors
- Noncollusion Affidavit
- Certificate of Compliance
- Bidder's Statements
- Anti-fraud Certification
- Bidder's Bond

CONTRACT FORMS

- Payment Bond
- Performance Bond
- Certificate of Insurance Transmittal
- Unlawful Discrimination Ordinance
- County of Santa Barbara Form of Agreement
- Exhibit A:
 - Invitation for Bids
 - JOC Contracting General Conditions
 - Gordian Technical Specifications
 - Construction Task Catalog
- Exhibit B: Contractor's Bid (Executed Bid Forms)
- Exhibit C: Indemnification and Insurance Requirements (For Construction Contracts)
- Exhibit D: Federal Clauses and Anti-Byrd
- Exhibit E: Form of Job Order
- Exhibit F: Form of Change Order

BIDDING DOCUMENTS

NOTICE TO BIDDERS

Notice is hereby given that the General Services Department, County of Santa Barbara, will receive bids for:

COUNTY OF SANTA BARBARA
General Building Construction Job Order Contract 2025-2026
Project No. 25001-JOC GC

MANDATORY VIRTUAL Pre-Bid Meeting:
Friday November 21, 2025, at 10:00AM

BID DUE DATE:
Friday December 05, 2025, at 3:00PM

PROJECT DESCRIPTION: This Invitation for Bids is soliciting bids (each, a “Bid”) from responsible bidders (each, a “Bidder”) for the award of Job Order Contract (“Contract”) in the form of the Form of Agreement attached hereto below (“Form of Agreement”) pursuant to Section 20128.5 of the Public Contract Code. The Contract will be an indefinite quantity Contract pursuant to which the Bidder who is awarded such Contract (“CONTRACTOR”) may enter into Job Orders with the COUNTY to perform one or more tasks in connection with individual COUNTY projects at different locations throughout the COUNTY. The Bid Documents include a Construction Task Catalog® containing tasks (“Tasks”) with preset Unit Prices (“Unit Prices”). All Unit Prices are based on local labor, material and equipment prices and are for the direct cost of such tasks.

Each Bid must include an Adjustment Factor for each of the Adjustment Factor Categories listed below to be applied to the Unit Prices. All Adjustment Factors shall apply to each of the Tasks in the Construction Task Catalog®. The only compensation to be paid to Contractor for Tasks will be: Unit Price (as set forth in the Construction Task Catalog) x Quantity x Adjustment Factor. No additional payments of any kind whatsoever will be made by COUNTY hereunder, including in connection with any Job Orders. All Contractor costs in excess of the Unit Prices must be included in the Adjustment Factors (e.g., overhead, profit, insurance and bonding, meetings and other administrative services required by the Contract, Subcontractor overhead and profit, and business risks such as poor Subcontractor performance, inflation, material cost fluctuations, labor supply shortages) and shall not otherwise be charged to or paid by COUNTY hereunder, including in connection with any Job Order.

The Contract(s) will be awarded to the lowest, responsive, responsible Bidder(s).

Thereafter, as one or more project(s) are identified by COUNTY, the CONTRACTOR may enter into one or more Job Orders with the COUNTY under the Contract to perform Work on such project(s). The COUNTY will prepare a detailed Job Order Scope of Work and issue a Request for Job Order Quote to the CONTRACTOR for each such project. In response to such Request for Job Order Quote, CONTRACTOR may then prepare a Job Order Quote for such project, including all applicable Tasks and Unit Prices from the Construction Task Catalog, the total number of each Unit, a Job Order Price Quote, all applicable provisions of the Gordian Technical Specifications applicable to each of the Tasks in such Job Order Quote, a list of all Subcontractors and a description of the Work / Task(s) to be performed by each in connection with such Job Order, , proposed Job Order Task completion Timeline, and other documentation and information as may be requested by COUNTY. The value of the Job Order Price Quote shall be calculated by summing the total of the Unit Prices for each Task comprising the detailed Job Order Scope of Work, multiplied by the number of Units and the applicable Adjustment Factor((Unit Price x quantity of Units x Adjustment Factor).

If the Job Order Quote is found by the COUNTY to be complete and reasonable, and in accordance with the Construction Task Catalog and the Gordian Technical Specifications, the COUNTY may enter into Job Order for such Work.

Each Job Order must be in the form of the Form of Job Order attached to the Form of Agreement as Exhibit F thereto ("Form of Job Order") and include all of the information indicated therein and in Section 33 of the Form of Agreement, including, but not limited to, a detailed Scope of Work, Timeline, and the Maximum Job Order Amount. The Maximum Job Order Amount shall be a lump sum, fixed price for the completion of all of the Tasks set forth in the Scope of Work for such Job Order. A separate Job Order will be issued for each project. No change(s) to a Job Order will be effective unless and until set forth in writing in a Change Order duly executed by the Assistant Director of General Services prior to the commencement of any work not reflected in such original Job Order.

The COUNTY selected The Gordian Group's ("Gordian") Job Order Contracting ("JOC") Solution to facilitate administration of the COUNTY's JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Software and Gordian Cloud JOC Applications, construction cost data, and Construction Task Catalog®, which shall be used by the CONTRACTOR solely for the purpose of fulfilling its obligations under the Contract, including the preparation and submission of Job Order Quotes, Subcontractor lists, and other requirements specified by the COUNTY. The CONTRACTOR shall be required to execute Gordian's JOC System License and Fee Agreement, and pay a 1% JOC System License Fee to obtain access to the Gordian JOC Solution.

CONTRACTS: The COUNTY may award up to **FOUR (4)** Contracts in the form of the Form of Agreement to the lowest responsive and responsible Bidder(s) in response to this Invitation for Bids. Each Bidder shall submit only **ONE (1)** Bid; any Bidder submitting more than one bid shall be deemed non-responsive, and their bids will be returned unopened.

CONTRACTOR'S LICENSE: The CONTRACTOR shall possess a Class B license.

MANDATORY PRE-BID MEETING: There will be a MANDATORY Pre-bid Meeting conducted remotely via Microsoft Teams (or other virtual system to be determined) at **10:00 a.m. on November 21, 2025** ("Pre-Bid Meeting"). Only those prime contractors attending the Pre-Bid Meeting shall be qualified to submit a Bid in response to this Invitation for Bids. Bidders must register for the Pre-Bid Meeting in advance by **2:00 p.m. on November 17, 2025**. During the Pre-Bid Meeting, there will be a check-in period until 9:55 a.m. and prime contractor attendance will be recorded. Prime contractors entering the meeting after 9:55 a.m. will not be considered as attending the meeting and will be considered non-responsive for bidding. The purpose of the Pre-Bid Meeting is to discuss the JOC concept and documents, answer questions, and discuss JOC from the contractor's perspective. Bids submitted by entities not represented at the mandatory Pre-Bid Meeting will not be considered. If you plan to attend, please download the Microsoft Teams application prior to the date of the Pre-Bid Meeting.

CONTRACT TERM: The term of each Contract shall be for ONE (1) year ("Term"), unless earlier terminated in accordance with the provisions of such Contract. All Job Orders under a Contract must be issued during the Term of such Contract and must be performed during such one-year Term. Job Orders issued under a Contract are not stand-alone contracts, but are issued pursuant to such Contract, are only valid during the Term of such Contract, terminate upon the expiration or termination of such Contract, and shall include by reference all of the provisions of such Contract.

CONTRACT VALUE: Due to the volume of available work within the County's Capital Improvement Program (CIP), there will be no minimum Contract values. The Maximum amount of compensation payable by the COUNTY under each Contract shall be \$2,500,000.00 ("Maximum Contract Amount"). The Maximum Contract Amount of each Contract

may be increased during the Term to up to \$6,210,093.15, in accordance with Section 20128.5 of the Public Contract Code; provided, however, that no increase(s) in the Maximum Contract Amount in the immediately preceding sentence shall be effective unless pursuant to a formal amendment to such Contract approved and executed by the COUNTY Board of Supervisors, provided that additional bonds are provided by such Contractor in an amount equal to such amended Maximum Contract Amount.

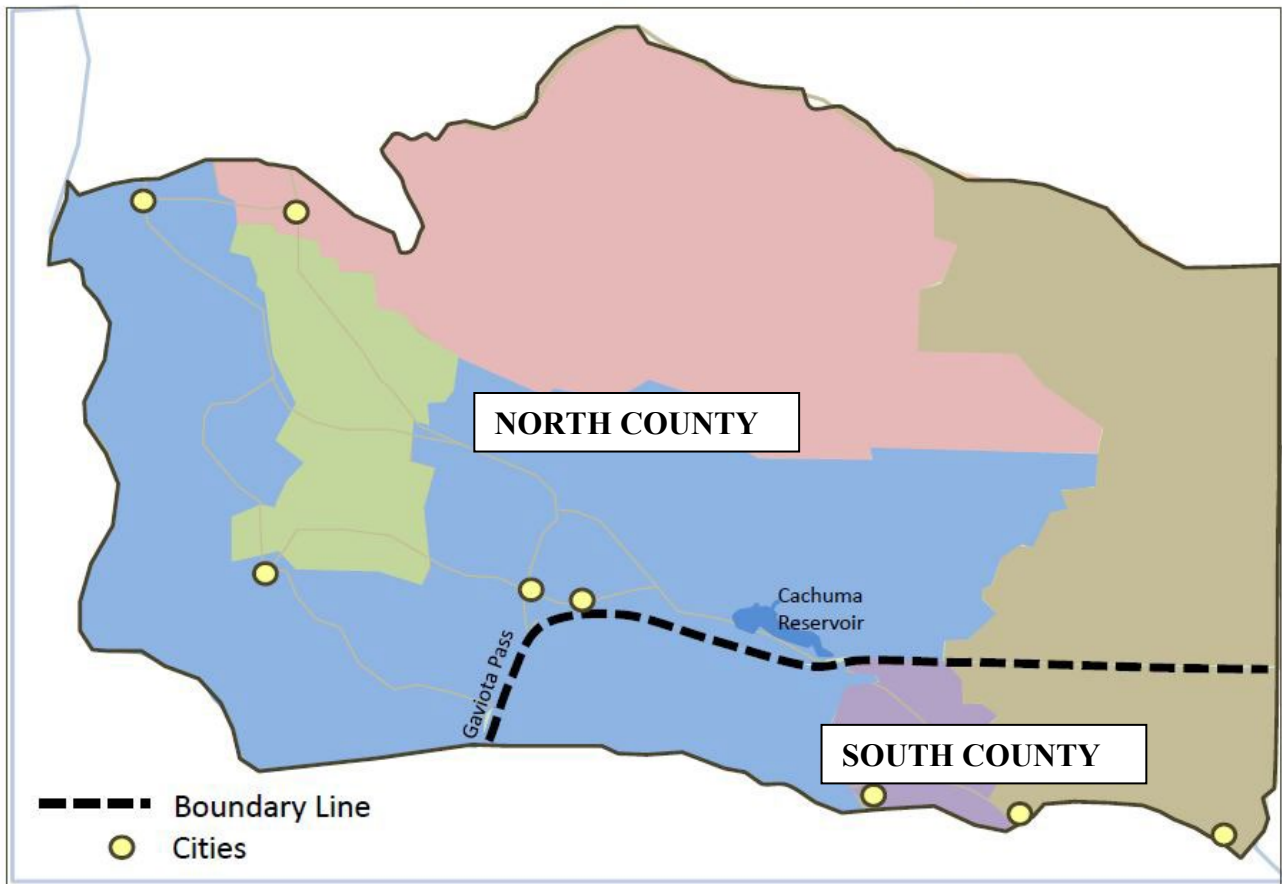
BIDDING ADJUSTMENT FACTOR CATEGORIES:

The Adjustment Factor Categories (set forth on the Bid Form, below) are as follows:

1. Normal Working Hours for **GENERAL OR COURTS FACILITY** Projects located in North County: Mon-Fri, 7:00am-4:00pm except County holidays.
2. Other Than Normal Working Hours for **GENERAL OR COURTS FACILITY** Projects located in North County: Mon-Fri 4:00pm-7:00 am and all-day Sat, Sun and County holidays.
3. Normal Working Hours for **GENERAL OR COURTS FACILITY** Projects located in South County: Mon-Fri 7:00am to 4:00pm except County holidays.
4. Other Than Normal Working Hours for **GENERAL OR COURTS FACILITY** Projects located in South County: Mon-Fri 4:00pm-7:00am and all-day Sat, Sun and County holidays.
5. Normal Working Hours for **DETENTION FACILITY** Projects located in North County: Mon-Fri, 7:00am-4:00pm except County holidays.
6. Other Than Normal Working Hours for **DETENTION FACILITY** Projects located in North County: Mon-Fri 4:00pm-7:00 am and all-day Sat, Sun and County holidays.
7. Normal Working Hours for **DETENTION FACILITY** Projects located in South County: Mon-Fri 7:00am to 4:00pm except County holidays.
8. Other Than Normal Working Hours for **DETENTION FACILITY** Projects located in South County: Mon-Fri 4:00pm-7:00am and all-day Sat, Sun and County holidays.

The “Other Than Normal Working Hours” Adjustment Factors must be equal to or greater than the corresponding “Normal Working Hours” Adjustment Factors.

Santa Barbara County North/South Boundary



All Unit Prices listed in the Construction Task Catalog® (“Unit Prices”) are priced at a value of 1.0000. The Adjustment Factors set forth in each Bid using the Bid Form below shall, in the event that such Bidder enters into a Contract with the COUNTY, be multiplied by the Unit Prices listed in the Construction Task Catalog®, and shall thereby increase or decrease such Unit Prices to be used in each Job Order entered into by COUNTY and CONTRACTOR pursuant to such Contract. For example, an Adjustment Factor of 1.1000 would be a 10% increase to the Unit Prices, and an Adjustment Factor of 0.9500 would be a 5% decrease to the Unit Prices. A Bid that reflects separate Adjustment Factors for separate Unit Prices will be considered non-responsive, and such Bid will be rejected.

QUESTIONS: All questions MUST be submitted electronically through the Public Purchase Portal (www.publicpurchase.com) on or before **3:00PM December 01, 2025**. Any changes or additional information needed for bidding will be provided in an Addendum posted on the Public Purchase website. Each Bid must include all such addenda in order to be responsive.

BID SUBMITTAL INSTRUCTIONS: Each Bid must be in accordance with all of the requirements set forth in this Invitation for Bids, and each Bid constitutes an agreement by the Bidder submitting such Bid to be bound by all of the provisions of each of the Contract Documents with respect to each Project. Attempts to materially negotiate the terms of any of the Contract Documents shall result in such Bidder’s Bid being deemed nonresponsive. Each Bid MUST be submitted electronically through the Public Purchase website (www.publicpurchase.com) on or before **Friday December 05, 2025, 3:00PM**.

SUBSTITUTION OF SECURITIES: Pursuant to Section 22300 of the Public Contract Code and the Project specifications, the CONTRACTOR may substitute securities or request that the County make payment of retentions to an escrow agent for any money held by the COUNTY to ensure Contract performance.

PREVAILING WAGES: Each Job Order under each Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Pursuant to the provisions of Section 1770 et seq. of the California Labor Code, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations. A copy of the prevailing rate of per diem wages is on file at the General Services Department.

REGISTRATION: 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 § 1725.5, and each project shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

QUALIFYING CONTRACTOR OR SUBCONTRACTOR: Pursuant to the provisions of Section 4104 of the California Public Contracting Code, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, or engage in the performance of any contract for public work, as defined in Section 4104, unless currently registered with the Department of Industrial Relations and qualified to perform public work pursuant to Section 1725.5 of the California Labor Code.

WITHDRAWAL OF BIDS: The COUNTY reserves the right to reject any and or all nonresponsive Bids, as well as Bids submitted by Bidders deemed by COUNTY to not be responsible, or to waive any nonmaterial informality in a Bid. No Bidder may withdraw such Bidder's Bid for a period of sixty (60) days after the date set for the opening thereof.

BID SELECTION: The COUNTY intends to enter into a Contract with the responsible Bidder who submits the lowest Bid (in terms of Award Criteria Figure) in response to this Invitation For Bids. The Bid with the lowest Award Criteria Figure will be the lowest Bid ("Lowest Bid"). In addition to entering into a Contract with the responsible Bidder who submits the Lowest Bid in response to this Invitation For Bids, the COUNTY reserves the right to enter into Contract(s) with one or more responsible Bidder(s) who submit the next-lowest responsive Bid(s) in response to this Invitation For Bids, to the extent in the best interest of the COUNTY.

For Bid evaluation purposes only, the following evaluation weights shall be used to determine the Award Criteria Figure:

Adjustment Factor	% Weight (For Bid Evaluation Only)
Normal Working Hours – General or Courts Facilities – North County Projects	25%
Other than Normal Working Hours – General or Courts Facilities – North County Projects	10%
Normal Working Hours – General or Courts Facilities – South County Projects	25%
Other than Normal Working Hours – General or Courts Facilities – South County Projects	10%
Normal Working Hours – Detention Facilities – North County Projects	5%
Other than Normal Working Hours – Detention Facilities – North County Projects	5%

Normal Working Hours – Detention Facilities – South County Projects	15%
Other than Normal Working Hours – Detention Facilities – South County Projects	5%

BID PROTEST: The County of Santa Barbara Bid Protest Procedures are described in Item 10 of the BID FORM, which is included in the bid documents.

LIQUIDATED DAMAGES: Liquidated damages will apply to each individual Job Order and will be as specified in each individual Job Order for project delays that are determined to be attributable to the Contractor.

LIMITATIONS ON SUBCONTRACTING: The Contractor shall self-perform Tasks under each Job Order comprising at least 30% of the Maximum Job Order Amount for such Job Order (such 30% self-performance minimum shall hereinafter be referred to as the "Self-Performance Requirement"). For purposes of this Invitation for Bids, "self-perform" shall mean Tasks performed by employees of the CONTRACTOR other than field superintendents and office management personnel. Note: The COUNTY has determined that the Self-Performance Requirement is a critical performance criteria, such that violation of the Self-Performance Requirement shall constitute grounds for the COUNTY to terminate such Job Order, and the Contract under which such Job Order was entered into, for cause. Upon COUNTY's request, the Contractor shall provide to COUNTY a written report detailing (i) the Tasks performed under a specified Job Order, and (ii) which of such Tasks have been self-performed by the Contractor. All Subcontractor overhead and profit must be included in the Adjustment Factors included in the Bid and shall not be charged to or paid by COUNTY in connection with the Contract or any Job Order or Change Order thereunder.

BID FORM

1. Pursuant to and in compliance with the Invitation for Bids and the Contract Documents relating to the:

COUNTY OF SANTA BARBARA
General Building Construction Job Order Contract 2025-2026
Project No. 25001-JOC GC
Bid Due Date: Friday December 05, 2025, at 3:00PM

including Addendum No(s). ___, ___, ___, ___, ___, ___, ___, the undersigned Bidder, having become thoroughly familiar with the terms and conditions of the Invitation for Bids, including all of the Contract Documents, and with local conditions affecting the performance and the costs of the Work in the County of Santa Barbara, hereby proposes and agrees to fully perform the Work of each Job Order under the Contract within the time stated therein, and in strict accordance with the Contract Documents, including the furnishing of any and all labor, materials, tools, expendable equipment and utility and transportation services necessary to fully perform the Work and complete it in a workmanlike manner, for compensation in accordance with the Unit Prices set forth in the Construction Task Catalog adjusted in multiplied by the Adjustment Factors set forth below in this Bid Form.

2. The Bidder shall set forth the Adjustment Factors for this Bid in legible figures in the respective spaces provided below. Specify each amount in the "Adjustment Factor Bid" and "Total" columns for each of Rows 1 through 8, and the Award Criteria Figure in Row 9, to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward). The Other Than Normal Working Hours Adjustment Factors must be greater than or equal to the corresponding Normal Working Hours Adjustment Factors. Failure to submit all Adjustment Factors, and in a legible manner in the spaces provided for same below, will result in this Bid being deemed non-responsive.
3. The weighted multipliers are only for the purpose of calculating an Award Criteria Figure, and do not indicate any assurance by the COUNTY regarding the amount or proportion of Work that may be ordered under the Contract. The Award Criteria Figure is only used for the purpose of determining the lowest Bid(s), and shall not be used in any calculations for Job Orders or Change Orders under the Contract..
4. It is understood that the COUNTY reserves the right to reject this Bid if COUNTY deems it to be nonresponsive or Bidder to not be responsible, and that it shall remain open and not be withdrawn for a period of sixty (60) calendar days from the date prescribed in the Invitation for Bids for its opening.
5. If the undersigned Bidder becomes the CONTRACTOR under the Contract, CONTRACTOR shall utilize the applicable Adjustment Factor(s) set forth below to calculate each Job Order Price Quote under the Contract.
6. It is understood and agreed that if written notice of the acceptance of this Bid is mailed or delivered personally to the undersigned Bidder within thirty (30) calendar days after the opening of the Bid, or at any time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver all of the Contract Documents to the COUNTY in accordance with the Bid as accepted, and will also furnish and deliver to the COUNTY the Payment Bond required under the provisions of California Civil Code Section 3247 through 3252, and the Performance Bond as required under the provisions of the California Government Code and/or California Public Contract Code, all within fourteen (14) calendar days after personal delivery or deposit in the mail, or

delivery via Public Purchase, as the case may be, of the Notification of Intent to Award. All Work under the Contract, including all Job Orders issued thereunder, shall be completed within **365 calendar** days after the Effective Date of the Contract. Notice of acceptance or request for additional information may be addressed to the undersigned Bidder at the business address set forth below.

7. The undersigned Bidder hereby certifies and warrants that: none of this Bid or any other submittal of the undersigned Bidder are made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, corporation, or other entity; this Bid is genuine, and not collusive or sham; the undersigned Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding; the undersigned Bidder has not directly or indirectly sought by agreement, communication or conference with anyone to fix such Bidder's Bid price or the Bid price of any other Bidder or to fix any overhead, profit or cost element of such Bid price or of that of any other Bidder or to secure any advantage against the COUNTY of anyone interested in the proposed Contract(s). The undersigned Bidder hereby further certifies and warrants that all statements contained in this Bid are true; and the undersigned Bidder has not, directly or indirectly, submitted such Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and Bidder will not pay, any fee to any corporation, partnership, company association, organization, Bid Depository, or any other entity, or to any member or agent thereof, to effectuate a collusive or sham Bid. The undersigned Bidder declares under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.
8. Wherever in this Bid, or any Job Order Quote or Job Order, an amount is stated in both words and figures, in case of discrepancy between words and figures, the words shall prevail. If all or any portion of a Job Order is required to be given in unit prices and totals and a discrepancy exists between any such Unit Prices and totals set forth in such Job Order Quote or Job Order, the Unit Prices shall prevail. In the event of any inconsistency or conflict between the Unit Price set forth for a Task in any Job Order Quote or Job Order, and the Unit Price for such Task set forth in the Construction Task Catalog, the Unit Price set forth for such Task in the Construction Task Catalog shall control and prevail.
9. In accordance with the provisions of Sections 1860 and 1861 of the California Labor Code, every CONTRACTOR will be required to secure the payment of compensation of his or her employees. Each CONTRACTOR to whom a public works contract is awarded shall sign the following certification prior to performing the work of the Contract: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
10. Protests of any bid(s) received must be in writing, must specify all grounds for such protest, and must be filed within ten working days after the opening of Bids.

Adjustment Factor	% Weight (For Bid Evaluation Only)
Normal Working Hours – General or Courts Facilities – North County Projects	25%
Other than Normal Working Hours – General or Courts Facilities – North County Projects	10%
Normal Working Hours – General or Courts Facilities – South County Projects	25%
Other than Normal Working Hours – General or Courts Facilities – South County Projects	10%
Normal Working Hours – Detention Facilities – North County Projects	5%
Other than Normal Working Hours – Detention Facilities – North County Projects	5%
Normal Working Hours – Detention Facilities – South County Projects	15%
Other than Normal Working Hours – Detention Facilities – South County Projects	5%

BIDDER

Entity Name

IRS No.: _____

Street Address

License Classification(s): _____

City

Phone Number: _____

BY: _____
Signature

Printed Name, Title of signatory

DESIGNATION OF SUBCONTRACTORS

The undersigned Bidder agrees that, if this Bid is accepted, such Bidder will enter into the Contract with the County of Santa Barbara (as "Contractor") to do all work and furnish all labor, materials, machinery, tools and apparatus necessary to completely perform all Work and Tasks under each Job Orders entered into between Contractor and COUNTY thereunder in the manner and time prescribed by such Contract.

COUNTY OF SANTA BARBARA
General Building Construction Job Order Contract 2025-2026
Project No. 25001-JOC GC
Bid Due Date: Friday December 05, 2025, at 3:00PM

In compliance with the provisions of Section 4100-4107 of the Public Contract Code of the State of California, as may be amended from time to time, the undersigned Bidder has set forth below the required information for each subcontractor who will perform Work under the Contract (each a "Subcontractor"):

- (1) the portion (percentage) of Work or labor or rendition of services that each such subcontractor will do;
- (2) a specific description of the portion of the Work to be done;
- (3) the subcontractor's name,
- (4) location of the place of business,
- (5) California Contractors State License Board-issued contractor license number, and
- (6) California Department of Industrial Relations Public Works Registration number.

BIDDER: _____

BY: _____

Name:

Title:

NOTE: This form may be reproduced and attached behind this page to list more Subcontractors.

NONCOLLUSION AFFIDAVIT

In accordance with Public Contract Code [§ 7106](#), the undersigned, _____

(Bidder's signatory's full name)

being first duly sworn, deposes and says that the undersigned is _____

(Signatory's title)

of _____,

(Bidder's entity name)

the party making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed Contract; that all statements contained in the Bid are true; and further, that the Bidder has not, directly or indirectly, submitted the Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, entity, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that such signatory has full power to execute, is duly authorized by such Bidder to execute, and does execute, this declaration on behalf of such Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNATURE BLOCK (*Signature Block must be completed in ink & changes must be initialed.*)

Bidder: _____

Bidder's Signature: _____ **Date:** _____

Signatory's Name & Title (Print): _____

At CITY: _____ **STATE:** _____

CERTIFICATE OF COMPLIANCE

This is to certify that all requirements for insurance of Subcontractors as specified in the Form of Agreement will be met.

Bidder (entity name)

Dated

Signature of duly authorized representative

Printed Name, Title of Signatory

Address

City, State & Zip

BIDDER'S STATEMENTS

REGARDING INSURANCE COVERAGE:

Bidder hereby certifies that Bidder has reviewed the insurance coverage requirements specified in the Contract Forms. Should Bidder be awarded the Contract, Bidder further certifies that Bidder can meet all the Contract requirements for insurance including insurance coverage of Bidder's subcontractors.

REGARDING PUBLIC CONTRACT CODE SECTION 10232:

In accordance with Public Contract Code Section 10232, the Bidder hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against such Bidder within the immediately preceding two-year period because of the Bidder's failure to comply with an order of a Federal Court which orders such Bidder to comply with an order of the National Labor Relations Board.

REGARDING PUBLIC CONTRACT CODE SECTION 10162:

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing, a federal, state, or local government project because of a violation of law or safety regulation?

Yes ____

No ____

(If the answer is yes, explain the circumstances on a separate sheet of paper and attach to this bid)

Date

Bidder (entity name)

Signature

Printed Name, Title of Signatory

Bidder Address

City, State & Zip

ANTI-FRAUD CERTIFICATION

COUNTY OF SANTA BARBARA
General Building Construction Job Order Contract 2025-2026
Project No. 25001-JOC GC
Bid Due Date: Friday December 05, 2025, at 3:00PM

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Bidder hereby declares under penalty of perjury that the bidder **has** __, **has not** __, been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or Trustees of the California State University.

The term "Bidder" is understood to include Bidder and all of Bidder's partners, members, officers, directors, responsible managing officers, and responsible managing employees, as referred to in Public Contract Code Section 10285.1.

NOTE: The Bidder must place a check mark after "has" or "has not" in one of the blank spaces provided above.

Date

Bidder (entity name)

Signature

Printed Name, Title of Signatory

Address

City, State & Zip

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal, and _____ as Surety (hereinafter referred to as Surety), are held firmly bound unto the County of Santa Barbara, State of California (hereinafter called "Owner" or "COUNTY") in the penal sum of Ten Percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to Owner for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. Surety shall be and hereby warrants that it is listed in the Insurance Organizations Authorized by the Insurance Commissioner to Transact Business of Insurance in the State of California, published by the Department of Insurance, State of California or successor publications. In no case shall the liability of the Surety hereunder exceed the sum of _____ DOLLARS (\$ _____). The condition of this obligation is such that a bid to Owner for certain construction specifically described as follows:

COUNTY OF SANTA BARBARA
General Building Construction Job Order Contract 2025-2026
Project No. 25001-JOC

for which bids are due on Friday December 05, 2025, 3:00PM has been submitted by Principal to Owner.

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period therein after the opening of the same, or, if no period be specified within sixty (60) days after said opening and shall within the period specified therefore, or, if no period be specified, within eight (8) days after the prescribed forms are presented to him for signature, enter into a written Contract with Owner, in the prescribed form, in accordance with the bid as accepted, and file the two Bonds with Owner, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall remain in full force, virtue and affect.

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

It is hereby agreed that any progress payment made after the scheduled completion date will not constitute a waiver of any liquidated damages heretofore agreed upon.

In the event suit is brought upon said Bond by Owner and judgment is recovered, the Surety shall pay all costs incurred by Owner in such suit, including a reasonable attorney's fee to be fixed by the Court.

Death, Bankruptcy, Receivership, Going Out of Business for any reason, or incompetence of the Principal shall not relieve the Surety of its obligations hereunder.

Name of Principal _____

Dated _____ (Seal)

Signature of Principal _____

Name of Surety

Address

City, State & Zip

Dated _____ (Seal)

Signature of Principal _____

Signature of Surety's Attorney-in-fact _____

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

Name of Agent

Address

City, State & Zip

Telephone Number

FAX Number

NOTE: Signatures of those executing for Surety MUST be properly acknowledged. This form may be reproduced for transmittal to the Surety for execution and attached to the front of the original Bid Bond Form.

CONTRACT FORMS

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That the County of Santa Barbara of the State of California (hereinafter referred to as the County) and _____
(hereinafter referred to as Principal) have by written agreement dated _____, entered into a contract identified as:

Project Title: County of Santa Barbara

General Building Construction Job Order Contract 2025-2026

Project No. 25001-JOC GC

(Hereinafter referred to as the Contract) and

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

NOW, THEREFORE, said Principal and _____

_____ as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the County in the amount of \$_____, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. Surety shall be and hereby warrants that it is listed in the Insurance Organizations Authorized by the Insurance Commissioner to Transact Business of Insurance in the State of California, published by the Department of Insurance, State of California or successor publications.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named or referred to in Section 9100 of the California Civil Code, or amounts due under Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor as required by the California Civil Code, or this bond, then said Surety will pay for the same, in an amount not to exceed the amount hereinafter set forth.

This bond shall insure to the benefit of any and all persons, entities, companies and corporations named or referred to in Section 9100 of the California Civil Code, so as to give a right of action to them or their assign in any suit brought upon this bond.

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

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

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

Principal

Surety

By: _____

Signature of Attorney-in-fact

DATED: _____

Address

City, State & Zip Code

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

Name of Agent

Address

City, State & Zip Code

Telephone Number

FAX Number

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That the County of Santa Barbara of the State of California (hereinafter referred to as the "County") and _____
(hereinafter referred to as Principal) have by written agreement dated _____, entered into a contract identified as:

Project Title: County of Santa Barbara

General Building Construction Job Order Contract 2025-2026

Project No. 25001-JOC GC

(Hereinafter referred to as the "Contract"); and

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

NOW, THEREFORE, said Principal and _____

as corporate surety (hereinafter referred to as "Surety"), are held firmly bound unto the County in the amount of \$_____, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. Surety shall be and hereby warrants that it is listed in the Insurance Organizations Authorized by the Insurance Commissioner to Transact Business of Insurance in the State of California, published by the Department of Insurance, State of California or successor publications.

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

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

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

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

Principal

Surety

By: _____

Signature of Attorney-in-fact

DATED: _____

Address

City, State & Zip Code

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

Name of Agent

Address

City, State & Zip Code

Telephone Number

FAX Number

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



CERTIFICATE OF INSURANCE TRANSMITTAL FORM

FOR THE FOLLOWING DESCRIBED PROJECT:

County of Santa Barbara
General Building Construction Job Order Contract 2025-2026
Project No. 25001-JOC GC

CONTRACTOR:

Name

Address

City, State & Zip Code

The Bidder reflected in a Notice of Intent to Award shall furnish satisfactory proof of the maintenance of adequate Worker's Compensation Insurance, and the maintenance of Comprehensive General and Automobile Liability Insurance, in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The County of Santa Barbara, and its officers, employees, and agents, shall be named as additional insured on all certificates. A copy of the endorsement evidencing that the County has been added to the policy must be attached to the certificate of insurance. Each such policy shall provide that the COUNTY shall be given thirty (30) days' prior written notice prior to cancellation or expiration of such policy or reduction in coverage.

In addition to the above, the following information must appear on the certificates:

County of Santa Barbara
General Building Construction Job Order Contract 2025-2026
Project No. 25001-JOC GC

This form must be attached to all insurance forms sent to the County of Santa Barbara, General Services Department:

Authorized Insurance Company Representative's Signature

This form may be reproduced as required.

COUNTY OF SANTA BARBARA UNLAWFUL DISCRIMINATION ORDINANCE

Section 2-95. Prohibition of unlawful discrimination in employment practices. The COUNTY reserves the right to terminate forthwith each and every written contract and agreement (except purchase orders) respecting real property for goods and/or services entered into by the COUNTY or by its joint powers, agencies, or agents with the consent of the other parties (hereinafter called "CONTRACTOR") including but not limited to concessions, franchises, construction agreements, leases, whether now in effect or hereinafter made if the COUNTY finds that the CONTRACTOR is discriminating or has discriminated against any employee or applicant for employment in violation of any applicable state or federal laws, rules, or regulations which may now or hereafter specifically prohibit such discrimination on such grounds as race, religion, sex, color, national origin, physical or mental handicap when otherwise qualified, Vietnam war veteran/disabled, age, medical condition, marital status, ancestry, sexual orientation, or other legally protected status.

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

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

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

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

CONTRACTOR shall permit access at all reasonable time and places to all of its records of employment, advertising, application forms, tests, and all other pertinent employment data and records, to the COUNTY, its officers, employees, and agents for the purpose of investigation to ascertain if any unlawful discrimination as described herein has occurred or is being practiced, provided that such records are relevant to a complaint of an unlawful discriminatory practice which has been forwarded to CONTRACTOR reasonably prior to the time CONTRACTOR is asked to make such records available. In addition, all such records shall be deemed "Confidential" by the officers, employees, and agents of the COUNTY. No records or copies of such records may be removed from the premises of CONTRACTOR and no disclosure, oral, or written of such record, may be made to third parties except as provided within the agreement.

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

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

Section 2-95.5. Exceptions. Notwithstanding any other provisions in this article, any party contracting with the COUNTY having an affirmative action program which has been approved within twelve (12) months from the date of the contract by an agency of the federal government shall be deemed to be in compliance with the provisions of this article upon furnishing documentary evidence of such approval satisfactory to the COUNTY affirmative action officer. Loss of such approval shall be immediately reported by such party to the COUNTY affirmative action officer.

Section 2-96. Purchase orders. Purchase orders shall contain the following clause as grounds for termination of such purchase orders:

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

Section 2-97. Affirmative action officer. At the discretion of the COUNTY affirmative action officer, he or she shall promptly and thoroughly investigate, or cause to be investigated reports and complaints from whatever source, that any party contracting with the COUNTY is engaging, or during the term of a contract or agreement with the COUNTY has engaged, in any unlawful discriminatory employment practices as described in Section 2-95 of this Code. If the investigation discloses reason to believe such unlawful discrimination does exist or has existed and the conditions giving rise thereto have not been changed so as to prevent further such unlawful discrimination, and the said party shall forthwith terminate such unlawful discrimination, take all appropriate steps to prevent a recurrence of such or other unlawful practices, and compensate the person or persons unlawfully discriminated against for any and all loss incurred by reason of such unlawful discrimination, all to the satisfaction of the affirmative action officer, then the affirmative action officer shall cause the matter to be presented for action to the State Fair Employment Practices Commission or the Federal Equal Employment Opportunities Commission, or both, and to any other concerned state or federal agencies or officers.

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

FORM OF AGREEMENT



COUNTY OF SANTA BARBARA
AGREEMENT FOR:
General Services Project No. 2X000-JOC

County of Santa Barbara
General Building Construction Job Order Contract 2025-2026

BC: _____ - _____

THIS AGREEMENT (“Agreement”) is made by and between the County of Santa Barbara, a political subdivision of the State of California (“COUNTY”), and **{FULL LEGAL NAME OF CONTRACTOR}** (“CONTRACTOR” and together with COUNTY, collectively, the “Parties” and each individually a “Party”), for the completion of the Work (defined below), on the following terms, conditions, and provisions. All references in the General Terms to the “Agreement” shall have the meaning ascribed to the term “Agreement” in the immediately preceding sentence.

1. CONTRACT: This Agreement incorporates by reference the Gordian Technical Specifications and the Construction Task Catalog for the General Building Construction Job Order Contract 2025-2026 Project No. 2X000-JOC (attached hereto and incorporated herein as part of Exhibit A), the Invitation for Bids {{as amended by Addenda Number 01-02 DELETE IF NO AMENDMENT}}, the Bid Bond, the Performance Bond, the Payment Bond, and the Bid documents executed and submitted by the CONTRACTOR for the Project (“Bid”), to the extent the Bid is consistent with the provisions of this Agreement other than the Bid (all of the foregoing documents, together with this Agreement and all Job Orders (defined below) and Change Orders (defined below) entered into during the Term (defined below) in accordance with the provisions of this Agreement, collectively, the “Contract” or “Contract Documents”). A copy of each of the General and Special Conditions, Specifications and Drawings provided by the COUNTY for the General Building Construction Job Order Contract 2025-2026, 2X000-JOC, the Invitation for Bids, the Bid Bond, the Performance Bond, and the Payment Bond, the Gordian Technical Specifications and the Construction Task Catalog are attached hereto as EXHIBIT A, and a copy of the Bid is attached hereto as EXHIBIT B. All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Invitation for Bids. Copies of all Contract Documents are on file in the Department of General Services Office of the COUNTY, and have been and will be made available to the CONTRACTOR during the term of this Agreement. CONTRACTOR acknowledges receipt of all Contract Documents.

2. WORK: CONTRACTOR, at CONTRACTOR’s own cost and expense, shall perform the work described in the Contract Documents (“Work”) pursuant to Job Orders (defined below), and shall furnish all equipment and materials necessary to perform and complete the Work, in a good and workmanlike manner and to the satisfaction of the Director of the COUNTY’s General Services Department or his designee, all in strict accordance with the Plans and the Contract Documents. No Work shall be performed or commenced hereunder unless pursuant to a duly executed Job Order in accordance with Section 33, below, for “repair, remodeling, or other repetitive work” on projects approved by order of the COUNTY Board of Supervisors, “to be done according to unit prices” set forth in the Construction Task Catalog attached hereto as part of Exhibit A, based on the plans and specifications for typical work set forth in the Gordian Technical Specifications attached hereto as part of Exhibit A, and in accordance with Section 20128.5 of the California Public Contract Code. “Work” shall not include any new construction, or design or contract drawings.

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 a Job Order by either party hereto unless and until CONTRACTOR complies with all of the foregoing provisions of this Sections 3 with respect to such Job Order, 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 Daniel Contreras; *provided, however*, that the signature of the Director of the COUNTY’s General Services Department or the Assistant Director designee of the COUNTY’s General Services Department (“Director”) on each Job Order and Change

Order is required prior to the commencement of Work under such Job Order or Change Order; *provided further* that this Contract may only be amended by written amendment approved and signed by the COUNTY Board of Supervisors, including, but not limited to, increases in the Maximum Contract Amount (defined below).

5. PAYMENT: As full compensation for furnishing all labor, supervision, overhead, materials, and equipment and for completing all of the Work to be performed under this Contract, including pursuant to all Job Orders and Change Orders which may be entered into hereunder during the Term, and subject to adjustments and liquidated damages, if any, as provided in the Contract Documents, the maximum aggregate amount that may be paid to the CONTRACTOR for satisfactory completion of all requirements of the CONTRACTOR under this Contract is TWO MILLION FIVE HUNDRED THOUSAND DOLLARS \$2,500,000.00 ("Maximum Contract Amount"), to be paid as provided in the Contract Documents. The CONTRACTOR assumes and will provide against any loss or damage arising out of the nature of the Work undertaken, or the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the performance of the Work until its acceptance by the COUNTY, and assumes any and all expenses incurred by or in consequence of suspension or discontinuance of the Work, for well and faithfully completing the Work and the whole thereof, in the manner and to the requirements of the Contract and directions of the County Representative.

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 (collectively, the "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 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 Project. 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 Project records. 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 changes to any Job Order, may only be effected or authorized in writing pursuant to Change Order(s) duly executed by the Director in accordance with Section 34, below; *provided, however*, that in no event shall the Maximum Contract Amount be increased other than by formal written amendment to this Contract approved and executed by the COUNTY Board of Supervisors. In no event shall CONTRACTOR be paid for any Work performed after the expiration of the one-year Term of this Contract, which Term shall not be extended or amended.

8. COMPLIANCE WITH LAW: CONTRACTOR shall keep fully informed of, and shall at all times during the Term ensure the performance of the Work is in compliance with, all applicable laws, statutes, ordinances, decrees, orders, and regulations, and all orders of bodies and tribunals of competent jurisdiction (collectively, "Applicable Laws"). If CONTRACTOR knows or has reason to know that any provision of any Job Order or Change Order, or any of the Special Provisions or Standard Specifications for the Work, conflict with any Applicable Law(s), the CONTRACTOR shall immediately report same to the County Representative in writing. CONTRACTOR shall at all times observe and comply with, and shall cause all of its agents, employees, and Subcontractors to observe and comply with, all Applicable Laws. CONTRACTOR acknowledges and shall 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 the 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 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, as the same may be amended from time to time, and to all applicable orders of the President and of any authorized Federal Officer or government agency.

No contractor or subcontractor may be listed on a bid 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 pursuant to Labor Code section 1725.5. This Project 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 detailed drawings of the Work to be performed, and fully understands the intent and meaning of the same.

12. TERM; TIME FOR COMMENCEMENT, COMPLETION: The term of this Contract shall commence effective as of the first date that this Contract is duly executed by all of the parties hereto ("Effective Date"), and shall terminate, and all Work to be performed under this Contract shall be completed by, the date that is 365 calendar days after the Effective Date, unless earlier terminated in accordance with the provisions of this Contract ("Term"). As soon as practicable after a Job Order has been fully executed by all of the required signatories in accordance with Section 33, below, a Notice to Proceed will be issued by the County Representative stating the starting date of the Work to be performed thereunder. The CONTRACTOR shall begin such Work within fifteen (15) calendar days after receiving such Notice to Proceed, unless otherwise provided therein.

13. WORKERS' COMPENSATION INSURANCE: CONTRACTOR certifies that CONTRACTOR has knowledge of, is in compliance with, and warrants that CONTRACTOR at all times during the Term shall 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 for the Work shall not constitute a waiver of any liquidated damages under this Contract.

15. GUARANTEE BONDS: Before any performance under this Contract, the CONTRACTOR shall provide the security required by statute for the payment of all workers and suppliers, and security for the faithful performance of all terms and conditions of this Contract, in an amount and form approved by the COUNTY. Both securities shall contain provisions that automatically increase amounts thereof and/or time of completion or both for all Change Orders, extensions, and additions to the Work provided under this Contract.

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

17. DISPUTES: Should any dispute(s) arise respecting the construction or meaning of any of the plans or specifications affecting the Work or respecting the true value of any extra work or work omitted, such dispute(s) shall be resolved by the Director whose decision shall be final and binding upon the parties hereto. If, after the decision of the Director 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: The County Representative is authorized to act on behalf of the County in

matters requiring consent with respect to substitutions of materials or equipment specified, to the extent not inconsistent with any other provision of this Contract, and subject to the limitations set forth in Section 4, above .

19. SURVIVAL: All provisions of this Contract which by their nature are intended to survive the termination or expiration of this Agreement 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. FEDERAL PROVISIONS : CONTRACTOR acknowledges that Federal financial assistance may be used to fund one or more Job Orders under this Agreement. CONTRACTOR shall only use federal funds as authorized herein. In the performance of each Job Order that is fully or partially funded with Federal financial assistance (each a “Federally Funded Job Order”), CONTRACTOR will comply with all applicable federal laws, regulations, executive orders, federal policies, procedures, and directives, and Title 2 of the Code of Federal Regulations (CFR) Part 200, entitled, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.” In addition, in the performance of each Federally Funded Job Order. CONTRACTOR shall comply with the Federal Terms and Conditions attached hereto as EXHIBIT E and incorporated herein by reference, as well as with all applicable agreements, assurances in applications, notices of award, and all other applicable federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices, and policies pertaining to such Federal funds. CONTRACTOR shall be responsible for providing such services in a manner consistent with all federal and state requirements and standards required as a condition of receiving and expending such funds.

22. 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.

23. 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 Work 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.

24. NONDISCRIMINATION: COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

25. NON-ASSIGNMENT: CONTRACTOR shall not assign, subcontract, delegate, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise (“Transfer”) this Contract, in whole or in part, or any of CONTRACTOR's rights or obligations under this Contract, without the prior written consent of COUNTY in each instance. Any attempted or purported Transfer in violation of this Section 26, be null and void and without legal effect and shall constitute grounds for immediate termination of this Contract by COUNTY. No Transfer shall relieve CONTRACTOR of any of its obligations hereunder.

26. SEVERABILITY: If any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, 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.

27. TIME IS OF THE ESSENCE: Time is of the essence in this Contract, and each covenant and term is a condition herein.

28. ENTIRE AGREEMENT AND AMENDMENT: The Contract Documents, as may be modified from time to time during the Term by duly authorized and executed amendment(s) and in accordance with the provisions of this Section 29, and Change Order(s) in accordance with Section 34, below, , contain the entire understanding and agreement of the Parties with respect to the subject matter hereof and thereof, 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 and therein. This Contract may be altered, amended or modified only by an amendment to this Contract in writing, duly approved by the COUNTY Board of Supervisors, and executed by each of CONTRACTOR and the Chair of the COUNTY Board of Supervisors, and by no other means; provided, however, that Job Orders may be modified by Change Orders duly executed by the Director in accordance with Section 34, below, to the extent such delegated authority is expressly authorized by the COUNTY Board of Supervisors in approving this Contract. Each Party waives its 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. EXECUTION OF COUNTERPARTS: 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 shall preserve undestroyed, shall together constitute one and the same instrument.

30. ORDER OF PRECEDENCE: In the event of conflict or inconsistency between the provisions of this Contract, the following order of precedence shall control:

1. Exhibit C
2. The numbered sections 1 through 38 of this Agreement
3. Exhibit A
4. Exhibit D
5. Exhibit B
6. Change Order(s)
7. Job Order(s)

31. SUBCONTRACTORS: CONTRACTOR is authorized to subcontract with only the subcontractor(s) identified in the Bid as set forth in Exhibit B ("Subcontractors"). Contractor shall be fully responsible for all services and Work performed by each Subcontractor. Contractor shall secure from each of its Subcontractors a legally binding written agreements to comply with all of the provisions of this Contract as if CONTRACTOR's obligations pertained to such Subcontractor, including, but not limited to, audit obligations.

32. JOB ORDERS: CONTRACTOR shall not perform or authorize any Work hereunder unless pursuant to a written Job Order in the form attached hereto as Exhibit F ("Form of Job Order") and after such Job Order has been signed by the Director and CONTRACTOR. The COUNTY does not guarantee issuance of any specific Job Order(s), or any number of Job Orders. The Scope of Work for each Job Order must be finalized and set forth in such Job Order prior to signing such Job Order. Each Job Order must specify the Work to be performed thereunder, the project location, purpose, notification of results, deliverables, schedule, Job Order period of performance (which must end during the Term, and which shall not commence prior to the date such Job Order is signed by both CONTRACTOR and the Director), and the maximum aggregate amount payable to CONTRACTOR under such Job Order based on the Units of Work and Unit Prices set forth in the Construction Task Catalog attached as part of Exhibit A to this Agreement, and the Gordian Technical Specifications attached as part of Exhibit A to this Agreement. A Job Order specifying Work to be performed thereunder must be signed by each of COUNTY and CONTRACTOR in each instance *prior* to commencement of such Work by CONTRACTOR. The CONTRACTOR shall only commence or authorize Work hereunder to the extent assigned to CONTRACTOR in a duly executed Job Order signed by both of CONTRACTOR and, on behalf of the COUNTY, by the Director.

The CONTRACTOR shall begin the Work specified in a Job Order (i) upon the issuance by the COUNTY of a Notice to

Proceed for such Job Order, or (ii) on the date specified in the Job Order, provided that such date is *after* the first date that such Job Order has been signed by both CONTRACTOR and the Director. Once a Notice to Proceed has been issued by the COUNTY for a Job Order, CONTRACTOR shall diligently perform the Work specified therein until all Work specified therein has been completed to the satisfaction of the COUNTY.

33. CHANGE ORDERS: Changes to a Job Order may only be made pursuant to a Supplemental Job Order or Change Order (“Change Order”) and duly executed by both CONTRACTOR and the Director. No Change Order may extend the Term, authorize Work to be performed hereunder after the date that is one year after the Effective Date, or increase the Maximum Contract Amount. No Change Order shall be valid or enforceable against the COUNTY unless duly authorized by the COUNTY in accordance with Article 13 of the JOC Contracting General Conditions.

34. JURISDICTION; VENUE. This Agreement shall be governed by the laws of the State of California. Any litigation arising out of this Agreement 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.

35. NO WAIVER. COUNTY’s delay or failure to act with respect to a breach of this Contract 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 Agreement 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.

36. CERTIFICATION OF SIGNATORIES. Each of the signatories to this Agreement represents and warrants that such signatory is duly authorized to execute this Agreement, 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. Each Party represents and warrants that:

(a) This Agreement 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 Agreement has been duly authorized by CONTRACTOR.

37. CARB REQUIREMENTS. Vehicles with a Gross vehicle weight rating (“GVWR”) greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board (“CARB”) Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>. CONTRACTOR 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 (“CARB Certificate of Compliance”), and shall confirm that each Subcontractor listed in CONTRACTOR’s Bid, and in each Job Order and Change Order, has a valid CARB Certificate of Compliance, 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 any Work site unless and until CONTRACTOR provides COUNTY with a valid Certificate of Reported Compliance applicable to such vehicle.

38. TERMINATION.

A. COUNTY may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time, whether for COUNTY’s convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill its obligations hereunder.

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 Work 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 Work.

2. For Nonappropriation 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 sufficient funds are not otherwise available for payments hereunder in the fiscal year(s) covered by the Term of this Agreement, 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.

3. For Cause. Should CONTRACTOR default in the performance of this Contract or materially breach any of the provisions hereof, COUNTY may, at COUNTY's sole option, terminate or suspend this Contract in whole or in part upon written notice ("Termination Notice"). Upon receipt of such Termination Notice, CONTRACTOR shall immediately discontinue all Work (unless otherwise directed in such Termination Notice) and notify COUNTY in writing of the status of CONTRACTOR's performance of Work hereunder. The date of termination shall be the date the Termination Notice is received by CONTRACTOR, unless the Termination Notice directs otherwise.

B. 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 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. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the first date fully executed by all of the parties hereto (the “Effective Date”).

COUNTY

County of Santa Barbara

By: _____
LAURA CAPPS, CHAIR

BOARD OF SUPERVISORS

Dated: _____

ATTEST:

MONA MIYASATO,

CONTRACTOR

{LEGAL NAME OF CONTRACTOR}, a
California corporation

COUNTY EXECUTIVE OFFICER

CLERK OF THE BOARD

By: _____
Deputy Clerk of the Board

By: _____
AUTHORIZED REPRESENTATIVE
Name: {NAME}

Title: {TITLE OF AUTHORIZED
REPRESENTATIVE}

APPROVED AS TO FORM:

RACHEL VAN MULLEM,
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

By: _____
Deputy Auditor-Controller

APPROVED AS TO FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By: _____
Risk Management

RECOMMENDED FOR APPROVAL

KIRK LAGERQUIST, DIRECTOR
GENERAL SERVICES DEPARTMENT

By: _____
Department Head

Dept 063 Fund {FUND} Program {PROGRAM}

Account {ACCT} Project {PROJECT NUMBER}

EXHIBIT A

Invitation for Bids
Gordian Technical Specifications
Construction Task Catalog

GORDIAN TECHNICAL SPECIFICATIONS

CONSTRUCTION TASK CATALOG

Exhibit B

[Contractor's Bid will be inserted here (all Contractor-executed Bidding Forms).]

Exhibit C

Insurance and Indemnification Provisions

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.

Exhibit D

Federal Provisions

EXHIBIT D
Federal Clauses

1. Additional Federal Clauses Applicable for Federal Funding under this Agreement.
(2 CFR § 200.326; 2 CFR Part 200, Appendix II, Required Contract Clauses)

A. REMEDIES FOR NONCOMPLIANCE.

- i. In the event COUNTY determines, at its sole discretion, that CONTRACTOR is not in compliance with the terms and conditions set forth herein, COUNTY may:
 - a. Require payments as reimbursements rather than advance payments;
 - b. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
 - c. Require additional, more detailed financial reports;
 - d. Require additional project monitoring;
 - e. Requiring CONTRACTOR to obtain technical or management assistance; or
 - f. Establish additional prior approvals.

2. EQUAL EMPLOYMENT OPPORTUNITY.

- A. During the performance of this Agreement, CONTRACTOR agrees as follows:
CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency

and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- F. In the event of CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

3. CLEAN AIR ACT.

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. CONTRACTOR agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. FEDERAL WATER POLLUTION CONTROL ACT.

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. CONTRACTOR agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5. DEBARMENT AND SUSPENSION.

A. CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

B. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the California Governor's Office of Emergency Services and COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

C. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

D. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

E. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED).

CONTRACTOR shall file the required certification attached as Exhibit ____, Certification for Contracts, Grants, Loans, and Cooperative Agreement (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended), which is incorporated herein by this reference. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

7. PROCUREMENT OF RECOVERED MATERIALS.

A. In the performance of this Agreement, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired.

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

B. 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>.

8. CHANGES.

A. Notice. The primary purpose of this clause is to obtain prompt reporting of COUNTY conduct that CONTRACTOR considers to constitute a change to this contract. Except for changes identified as such in writing and signed by COUNTY, the Contractor shall notify the COUNTY in writing promptly, within five (5) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the CONTRACTOR regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state:

- i. The date, nature, and circumstances of the conduct regarded as a change;
- ii. The name, function, and activity of each Government individual and CONTRACTOR official or employee involved in or knowledgeable about such conduct;
- iii. The identification of any documents and the substance of any oral communication involved in such conduct;
- iv. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- v. The particular elements of contract performance for which CONTRACTOR may seek an equitable adjustment under this clause, including:
 - a. What line items have been or may be affected by the alleged change;
 - b. What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - c. To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - d. What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- vi. CONTRACTOR'S estimate of the time by which COUNTY must respond to CONTRACTOR'S notice to minimize cost, delay or disruption of performance.

B. Continued Performance. Following submission of the required notice, CONTRACTOR shall diligently continue performance of this Agreement to the maximum extent possible in accordance with its terms and conditions as construed by the CONTRACTOR.

C. COUNTY Response. COUNTY shall promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, COUNTY shall either:

- i. Confirm that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance;
- ii. Countermand any communication regarded as a change;

- iii. Deny that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance; or
- iv. In the event the Contractor's notice information is inadequate to make a decision, COUNTY will advise CONTRACTOR what additional information is required, and establish the date by which it should be furnished and the date thereafter by which COUNTY will respond.

D. Equitable Adjustments.

- i. If the COUNTY confirms that COUNTY conduct effected a change as alleged by the CONTRACTOR, and the conduct causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Agreement, whether changed or not changed by such conduct, an equitable adjustment shall be made:
 - a. In the contract price or delivery schedule or both; and
 - b. In such other provisions of the Agreement as may be affected.
- ii. The Agreement shall be modified in writing accordingly. The equitable adjustment shall not include increased costs or time extensions for delay resulting from CONTRACTOR's failure to provide notice or to continue performance as provided herein.

9. ACCESS TO RECORDS. The following access to records requirements applies to this Agreement:

- A. CONTRACTOR agrees to provide COUNTY, the California Governor's Office of Emergency Services, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

10. USE OF U.S. DEPARTMENT OF HOMELAND SECURITY (DHS) LOGO.

CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

11. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS.

This is an acknowledgement that FEMA financial assistance will be used to fund this Agreement. CONTRACTOR will only use FEMA funds as authorized herein. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

12. NO OBLIGATION BY FEDERAL GOVERNMENT.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

- 13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.**
CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this Agreement.

14. 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 award. CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at 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.)

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

(Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))

The undersigned CONTRACTOR certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Exhibit E

Form of Job Order



JOB ORDER CONTRACT ("JOC") JOB ORDER

BOARD JOB ORDER CONTRACT #:	JOB ORDER#:	COUNTY PROJECT#:	FEDERAL PROJECT#:	FUND #:
{BC NO.}	{JOA NO. VENDOR ABBREV.}	{COUNTY PROJ NO.}	{FED PROJ NO.}	{FUND}
DEPT.#:	LINE ITEM ACCT.#:	PROGRAM#:	ORGANIZATION UNIT#:	A-C VENDOR #:
063	{LI ACCT}	{PROG}	{ORG UNIT}	{VENDOR NO.}
COUNTY PROJECT TITLE:				
{PROJECT TITLE}				
COUNTY PROJECT SITE:				
{SPECIFY PROJECT SITE BY ADDRESS}				
FUNDING SOURCE(S) AND ATTACHED APPLICABLE STATE AND/OR FEDERAL PROVISIONS:				
{Specify all Federal and State funding sources; attach all applicable Federal Provisions and/or State Provisions to this Job Order}				
CEQA:				
{Specify CEQA compliance steps taken; attach NOE or other applicable documentation evidencing CEQA compliance for this Job Order}				
JOB ORDER START DATE:		JOB ORDER END DATE (NO LATER THAN ONE-YEAR ANNIVERSARY OF EFFECTIVE DATE OF JOC BOARD CONTRACT SPECIFIED ABOVE; COUNTY SHALL NOT PAY FOR WORK PERFORMED AFTER JOB ORDER END DATE):		
01/01/1900		12/3/2025		
CONTRACTOR REPRESENTATIVE:		COUNTY PROJECT MANAGER:	JOB ORDER REQUESTOR:	
{CONT REP}		{PM NAME} (Signed Initials)	{JOA REQUESTOR}	

1. PURPOSE:

This Job Order is entered into pursuant to, and incorporates all of the provisions of, the Board Contract referenced above. This Job Order is not effective, and no Work may be performed or commenced hereunder, until signed by each of Contractor and the Director of the County's General Services Department or his Assistant Director designee.

2. SCOPE OF WORK ("TASKS"): SPECIFY ALL APPLICABLE TASKS FROM THE GORDIAN TASK CATALOG ATTACHED AS PART OF EXHIBIT A OF THE CONTRACT, TOGETHER WITH APPLICABLE UNIT PRICES FOR EACH TASK AS REFLECTED THEREIN; NO NEW CONSTRUCTION; NO CONTRACTOR-PROVIDED DESIGN WORK OR DRAWINGS:

TASK NAME	UNIT PRICE	# OF UNITS	ADJUSTMENT FACTOR	TASK TOTAL

3. JOB ORDER TIMELINE:

TASK NAME	DURATION OR COMPLETION DATE

4. DELIVERABLES AND EXPECTED RESULTS:

5. SUBCONTRACTORS:

In compliance with the provisions of Section 4100-4107 of the Public Contract Code of the State of California, as may be amended from time to time, the undersigned Bidder has set forth below the required information for each subcontractor who will perform Work under the Contract (each a "Subcontractor"):

- (1) the portion (percentage) of Work or labor or rendition of services that each such subcontractor will do;
- (2) a specific description of the portion of the Work to be done;
- (3) the subcontractor's name,
- (4) location of the place of business,
- (5) California Contractors State License Board-issued contractor license number, and
- (6) California Department of Industrial Relations Public Works Registration number.

6. PERFORMANCE CRITERIA:

Completing all Tasks set forth above on time in accordance with the Job Order Timeline, the Construction Task Catalog, and the plans and specifications for such Work set forth in the Gordian Technical Specifications attached to the JOC Board Contract specified above, and within the Maximum Job Order Amount specified below.

Liquidated Damages

If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the County in the amount of ___\$_____ [INSERT AMOUNT] for each calendar day of delay until the work is completed or accepted.

COST:	
THE TOTAL NOT-TO-EXCEED MAXIMUM AGGREGATE AMOUNT PAYABLE BY COUNTY TO CONTRACTOR IN CONNECTION WITH THIS JOB ORDER ("MAXIMUM JOB ORDER AMOUNT") IS:	\$ {DOLLARS AND CENTS}

CONTRACTOR REPRESENTATIVE:		
SIGNATURE	PRINT NAME	DATE

COUNTY GENERAL SERVICES PROJECT MANAGER:		
SIGNATURE	PRINT NAME	

COUNTY GENERAL SERVICES ACCOUNTING MANAGER:		
SIGNATURE	PRINT NAME	DATE

COUNTY GENERAL SERVICES ASSISTANT DIRECTOR (the last signatory to sign after all others have signed this Job Order):		
SIGNATURE	PRINT NAME	DATE

Exhibit F

Form of Change Order



JOB ORDER CONTRACT ("JOC") SUPPLEMENTAL JOB ORDER ("CHANGE ORDER")

BOARD JOB ORDER CONTRACT #:	ORIGINAL JOB ORDER#:	SUPPLEMENTAL JOB ORDER #:	FEDERAL PROJECT#:	FUND #:
{BC NO.}	{JOA NO. VENDOR ABBREV.}	{Supp. JOA NO.}	{FED PROJ NO.}	{FUND}
DEPT.#:	LINE ITEM ACCT.#:	PROGRAM#:	ORGANIZATION UNIT#:	A-C VENDOR #:
063	{LI ACCT}	{PROG}	{ORG UNIT}	{VENDOR NO.}
COUNTY PROJECT TITLE:				
{PROJECT TITLE}				
COUNTY PROJECT SITE:				
{SPECIFY PROJECT SITE BY ADDRESS}				
CHANGES IN FUNDING SOURCE(S) AND ATTACHED APPLICABLE STATE AND/OR FEDERAL PROVISIONS:				
{Specify all changes in Federal and State funding sources since original Job Order and attach all applicable Federal Provisions and/or State Provisions that were not attached to the original Job Order}				
CEQA COMPLIANCE UPDATES:				
{Specify all changes in CEQA compliance steps taken since original Job Order; attach any updated NOE or other applicable documentation}				
JOB ORDER START DATE:		JOB ORDER END DATE (NO LATER THAN ONE-YEAR ANNIVERSARY OF EFFECTIVE DATE OF JOC BOARD CONTRACT SPECIFIED ABOVE; COUNTY SHALL NOT PAY FOR WORK PERFORMED AFTER JOB ORDER END DATE):		
01/01/1900		12/3/2025		
CONTRACTOR REPRESENTATIVE:		COUNTY PROJECT MANAGER:	JOB ORDER REQUESTOR:	
{CONT REP}		{PM NAME} (Signed Initials)	{JOA REQUESTOR}	

7. PURPOSE:

Except as specifically provided herein, all provisions of the Contract and the Original Job Order referenced above remain unchanged and in full force and effect. This Change Order is not effective, and no Work may be performed or commenced hereunder, until signed by each of Contractor and the Director of the County's General Services Department or his Assistant Director designee.

8. CHANGES TO SCOPE OF WORK, IF ANY (SPECIFY ALL APPLICABLE TASKS FROM GORDIAN TASK CATALOG, TOGETHER WITH

APPLICABLE UNIT PRICES FOR EACH TASK; NO NEW CONSTRUCTION; NO CONTRACTOR-PROVIDED DESIGN WORK OR DRAWINGS):

<u>TASK NAME</u>	<u>UNIT PRICE</u>	<u>AMENDED # OF UNITS</u>	<u>ADJUSTMENT FACTOR</u>	<u>AMENDED TASK TOTAL</u>

9. CHANGES TO JOB ORDER TIMELINE, IF ANY:

<u>TASK NAME</u>	<u>DURATION OR COMPLETION DATE</u>

10. CHANGES TO DELIVERABLES OR EXPECTED RESULTS, IF ANY:

11. CHANGES TO SUBCONTRACTORS, IF ANY:

12. PERFORMANCE CRITERIA:

1. Completing all Tasks in the Original Job Order, modified as set forth above, on time in accordance with the Job Order Timeline, modified as set forth above, and the plans and specifications for such Work set forth in the Gordian Technical Specifications attached to the JOC Board Contract specified above, and within the Maximum Job Order Amount specified below.

Liquidated Damages

If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the County in the amount of ___\$_____ [INSERT AMOUNT] for each calendar day of delay until the work is completed or accepted.

COST:

A .	ORIGINAL JOB ORDER AMOUNT:	\$ {DOLLARS AND CENTS}
B .	THE TOTAL AMOUNT OF THIS SUPPLEMENTAL JOB ORDER IS (MAY BE A NEGATIVE NUMBER IF A DECREASE IN UNITS, TASKS, OR UNIT PRICES FROM ORIGINAL JOB ORDER):	\$ {DOLLARS AND CENTS}
C .	THE TOTAL NOT-TO-EXCEED MAXIMUM AGGREGATE AMOUNT PAYABLE BY COUNTY TO CONTRACTOR IN CONNECTION WITH THE ORIGINAL JOB ORDER AND THIS SUPPLEMENTAL JOB ORDER (“MAXIMUM JOB ORDER AMOUNT”) IS:	\$ {DOLLARS AND CENTS}

CONTRACTOR REPRESENTATIVE:		
SIGNATURE	PRINT NAME	DATE

COUNTY GENERAL SERVICES PROJECT MANAGER:		
SIGNATURE	PRINT NAME	
COUNTY GENERAL SERVICES ACCOUNTING MANAGER:		
SIGNATURE	PRINT NAME	DATE
COUNTY GENERAL SERVICES ASSISTANT DIRECTOR (the last signatory to sign after all others have signed this Change Order):		
SIGNATURE	PRINT NAME	DATE



Addendum 002
COUNTY OF SANTA BARBARA
GS Capital Project: General Building Construction Job Order Contract
Project No. 25001-JOC (2025-2026)

County of Santa Barbara,
General Services Department
Capital Projects
260 N. San Antonio Road
Santa Barbara, California, CA 93101

December 01, 2025

To: All Prospective Bidders

From: County of Santa Barbara General Services Department- Capital Projects Division

GENERAL

This Addendum and all attachments mentioned herein, are hereby made a part of the Bid Package to the same extent as though they were originally included therein; all other conditions shall remain the same.

ADDENDUM 002 ITEMS:

Item 1- IFP Package

- Reference Exhibit A: Adjustment Factor has been included as pages 12-14.
- Mandatory Meeting has been changed to ***Non-Mandatory***
- Bidder's Bond page 20-21

Item 2- Response to Pre-Bid Questions Submitted in Public Purchase

- Reference Exhibit B

Item 3- Gordian's JOC Program Presentation PowerPoint

- Reference Exhibit C

Responding contractors shall acknowledge receipt of this addendum.

END OF ADDENDUM

EXHIBIT A

25001-JOC General Contractors IFB

County of Santa Barbara
General Building Construction Job Order Contract 2025-2026
Project No. 25001-JOC GC

Invitation for Bids



NON MANDATORY PRE-BID MEETING:

Attendees are required to RSVP to the pre-bid meeting **no later than 2:00PM on November 17, 2025**, and must be submitted via email to Daniel Contreras, Capital Division Manager at dcontreras@countyofsb.org with the subject line of "PROJECT 25001-JOC GC PRE-BID MEETING RSVP CONFIRMATION".

BID DUE DATE:

Friday, December 05, 2025
3:00 P.M. PST

BID OPENING:

Friday, December 05, 2025
3:01 P.M. PST

Prepared By
County of Santa Barbara - General Services

INVITATION FOR BIDS TABLE OF CONTENTS

BIDDING DOCUMENTS

- Notice to Bidders
- Bid Form
- Designation of Subcontractors
- Noncollusion Affidavit
- Certificate of Compliance
- Bidder's Statements
- Anti-fraud Certification
- Bidder's Bond

CONTRACT FORMS

- Payment Bond
- Performance Bond
- Certificate of Insurance Transmittal
- Unlawful Discrimination Ordinance
- County of Santa Barbara Form of Agreement
- Exhibit A:
 - Invitation for Bids
 - JOC Contracting General Conditions
 - Gordian Technical Specifications
 - Construction Task Catalog
- Exhibit B: Contractor's Bid (Executed Bid Forms)
- Exhibit C: Indemnification and Insurance Requirements (For Construction Contracts)
- Exhibit D: Federal Clauses and Anti-Byrd
- Exhibit E: Form of Job Order
- Exhibit F: Form of Change Order

BIDDING DOCUMENTS

NOTICE TO BIDDERS

Notice is hereby given that the General Services Department, County of Santa Barbara, will receive bids for:

COUNTY OF SANTA BARBARA
General Building Construction Job Order Contract 2025-2026
Project No. 25001-JOC GC

NON MANDATORY VIRTUAL Pre-Bid
Meeting: **Friday November 21, 2025, at**
10:00AM

BID DUE DATE:
Friday December 05, 2025, at 3:00PM

PROJECT DESCRIPTION: This Invitation for Bids is soliciting bids (each, a "Bid") from responsible bidders (each, a "Bidder") for the award of Job Order Contract ("Contract") in the form of the Form of Agreement attached hereto below ("Form of Agreement") pursuant to Section 20128.5 of the Public Contract Code. The Contract will be an indefinite quantity Contract pursuant to which the Bidder who is awarded such Contract ("CONTRACTOR") may enter into Job Orders with the COUNTY to perform one or more tasks in connection with individual COUNTY projects at different locations throughout the COUNTY. The Bid Documents include a Construction Task Catalog® containing tasks ("Tasks") with preset Unit Prices ("Unit Prices"). All Unit Prices are based on local labor, material and equipment prices and are for the direct cost of such tasks.

Each Bid must include an Adjustment Factor for each of the Adjustment Factor Categories listed below to be applied to the Unit Prices. All Adjustment Factors shall apply to each of the Tasks in the Construction Task Catalog®. The only compensation to be paid to Contractor for Tasks will be: Unit Price (as set forth in the Construction Task Catalog) x Quantity x Adjustment Factor. No additional payments of any kind whatsoever will be made by COUNTY hereunder, including in connection with any Job Orders. All Contractor costs in excess of the Unit Prices must be included in the Adjustment Factors (e.g., overhead, profit, insurance and bonding, meetings and other administrative services required by the Contract, Subcontractor overhead and profit, and business risks such as poor Subcontractor performance, inflation, material cost fluctuations, labor supply shortages) and shall not otherwise be charged to or paid by COUNTY hereunder, including in connection with any Job Order.

The Contract(s) will be awarded to the lowest, responsive, responsible Bidder(s).

Thereafter, as one or more project(s) are identified by COUNTY, the CONTRACTOR may enter into one or more Job Orders with the COUNTY under the Contract to perform Work on such project(s). The COUNTY will prepare a detailed Job Order Scope of Work and issue a Request for Job Order Quote to the CONTRACTOR for each such project. In response to such Request for Job Order Quote, CONTRACTOR may then prepare a Job Order Quote for such project, including all applicable Tasks and Unit Prices from the Construction Task Catalog, the total number of each Unit, a Job Order Price Quote, all applicable provisions of the Gordian Technical Specifications applicable to each of the Tasks in such Job Order Quote, a list of all Subcontractors and a description of the Work / Task(s) to be performed by each in connection with such Job Order, , proposed Job Order Task completion Timeline, and other documentation and information as may be requested by COUNTY. The value of the Job Order Price Quote shall be calculated by summing the total of the Unit Prices for each Task comprising the detailed Job Order Scope of Work, multiplied by the number of Units and the applicable Adjustment Factor((Unit Price x quantity of Units x Adjustment Factor).

If the Job Order Quote is found by the COUNTY to be complete and reasonable, and in accordance with the Construction Task Catalog and the Gordian Technical Specifications, the COUNTY may enter into Job Order for such Work.

Each Job Order must be in the form of the Form of Job Order attached to the Form of Agreement as Exhibit F thereto ("Form of Job Order") and include all of the information indicated therein and in Section 33 of the Form of Agreement, including, but not limited to, a detailed Scope of Work, Timeline, and the Maximum Job Order Amount. The Maximum Job Order Amount shall be a lump sum, fixed price for the completion of all of the Tasks set forth in the Scope of Work for such Job Order. A separate Job Order will be issued for each project. No change(s) to a Job Order will be effective unless and until set forth in writing in a Change Order duly executed by the Assistant Director of General Services prior to the commencement of any work not reflected in such original Job Order.

The COUNTY selected The Gordian Group's ("Gordian") Job Order Contracting ("JOC") Solution to facilitate administration of the COUNTY's JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Software and Gordian Cloud JOC Applications, construction cost data, and Construction Task Catalog®, which shall be used by the CONTRACTOR solely for the purpose of fulfilling its obligations under the Contract, including the preparation and submission of Job Order Quotes, Subcontractor lists, and other requirements specified by the COUNTY. The CONTRACTOR shall be required to execute Gordian's JOC System License and Fee Agreement, and pay a 1% JOC System License Fee to obtain access to the Gordian JOC Solution.

CONTRACTS: The COUNTY may award up to **FOUR (4)** Contracts in the form of the Form of Agreement to the lowest responsive and responsible Bidder(s) in response to this Invitation for Bids. Each Bidder shall submit only **ONE (1)** Bid; any Bidder submitting more than one bid shall be deemed non-responsive, and their bids will be returned unopened.

CONTRACTOR'S LICENSE: The CONTRACTOR shall possess a Class B license.

NON MANDATORY PRE-BID MEETING: There will be a NON MANDATORY Pre-bid Meeting conducted remotely via Microsoft Teams (or other virtual system to be determined) at **10:00 a.m. on November 21, 2025** ("Pre-Bid Meeting"). Only those prime contractors attending the Pre-Bid Meeting shall be qualified to submit a Bid in response to this Invitation for Bids. Bidders must register for the Pre-Bid Meeting in advance by **2:00 p.m. on November 17, 2025**. During the Pre-Bid Meeting, there will be a check-in period until 9:55 a.m. and prime contractor attendance will be recorded. The purpose of the Pre-Bid Meeting is to discuss the JOC concept and documents, answer questions, and discuss JOC from the contractor's perspective. Bids submitted by entities not represented at the mandatory Pre-Bid Meeting will not be considered. If you plan to attend, please download the Microsoft Teams application prior to the date of the Pre-Bid Meeting.

CONTRACT TERM: The term of each Contract shall be for ONE (1) year ("Term"), unless earlier terminated in accordance with the provisions of such Contract. All Job Orders under a Contract must be issued during the Term of such Contract and must be performed during such one-year Term. Job Orders issued under a Contract are not stand-alone contracts, but are issued pursuant to such Contract, are only valid during the Term of such Contract, terminate upon the expiration or termination of such Contract, and shall include by reference all of the provisions of such Contract.

CONTRACT VALUE: Due to the volume of available work within the County's Capital Improvement Program (CIP), there will be no minimum Contract values. The Maximum amount of compensation payable by the COUNTY under each Contract shall be \$2,500,000.00 ("Maximum Contract Amount"). The Maximum Contract Amount of each Contract

may be increased during the Term to up to \$6,210,093.15, in accordance with Section 20128.5 of the Public Contract Code; provided, however, that no increase(s) in the Maximum Contract Amount in the immediately preceding sentence shall be effective unless pursuant to a formal amendment to such Contract approved and executed by the COUNTY Board of Supervisors, provided that additional bonds are provided by such Contractor in an amount equal to such amended Maximum Contract Amount.

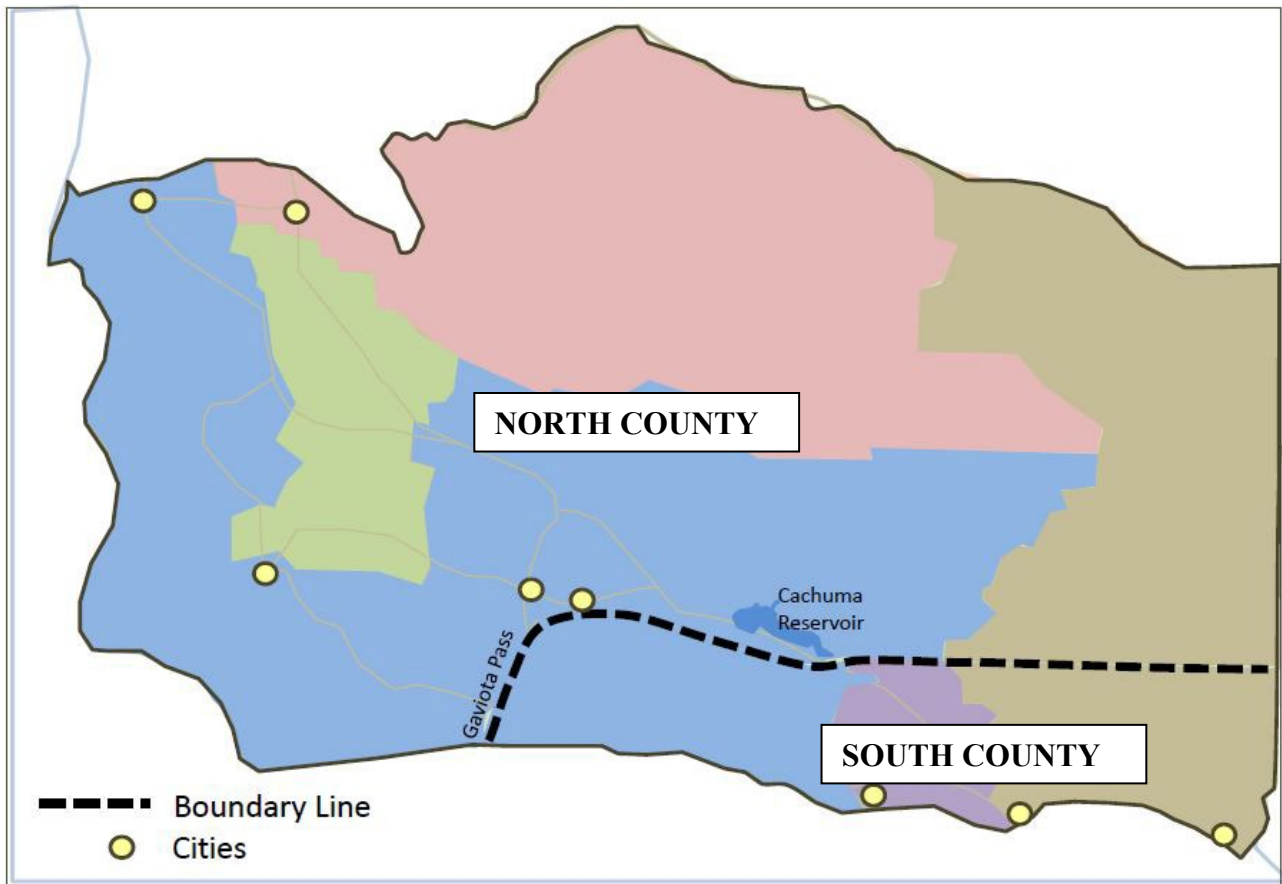
BIDDING ADJUSTMENT FACTOR CATEGORIES:

The Adjustment Factor Categories (set forth on the Bid Form, below) are as follows:

1. Normal Working Hours for **GENERAL OR COURTS FACILITY** Projects located in North County: Mon-Fri, 7:00am-4:00pm except County holidays.
2. Other Than Normal Working Hours for **GENERAL OR COURTS FACILITY** Projects located in North County: Mon-Fri 4:00pm-7:00 am and all-day Sat, Sun and County holidays.
3. Normal Working Hours for **GENERAL OR COURTS FACILITY** Projects located in South County: Mon-Fri 7:00am to 4:00pm except County holidays.
4. Other Than Normal Working Hours for **GENERAL OR COURTS FACILITY** Projects located in South County: Mon-Fri 4:00pm-7:00am and all-day Sat, Sun and County holidays.
5. Normal Working Hours for **DETENTION FACILITY** Projects located in North County: Mon-Fri, 7:00am-4:00pm except County holidays.
6. Other Than Normal Working Hours for **DETENTION FACILITY** Projects located in North County: Mon-Fri 4:00pm-7:00 am and all-day Sat, Sun and County holidays.
7. Normal Working Hours for **DETENTION FACILITY** Projects located in South County: Mon-Fri 7:00am to 4:00pm except County holidays.
8. Other Than Normal Working Hours for **DETENTION FACILITY** Projects located in South County: Mon-Fri 4:00pm-7:00am and all-day Sat, Sun and County holidays.

The “Other Than Normal Working Hours” Adjustment Factors must be equal to or greater than the corresponding “Normal Working Hours” Adjustment Factors.

Santa Barbara County North/South Boundary



All Unit Prices listed in the Construction Task Catalog® (“Unit Prices”) are priced at a value of 1.0000. The Adjustment Factors set forth in each Bid using the Bid Form below shall, in the event that such Bidder enters into a Contract with the COUNTY, be multiplied by the Unit Prices listed in the Construction Task Catalog®, and shall thereby increase or decrease such Unit Prices to be used in each Job Order entered into by COUNTY and CONTRACTOR pursuant to such Contract. For example, an Adjustment Factor of 1.1000 would be a 10% increase to the Unit Prices, and an Adjustment Factor of 0.9500 would be a 5% decrease to the Unit Prices. A Bid that reflects separate Adjustment Factors for separate Unit Prices will be considered non-responsive, and such Bid will be rejected.

QUESTIONS: All questions MUST be submitted electronically through the Public Purchase Portal (www.publicpurchase.com) on or before **3:00PM December 01, 2025**. Any changes or additional information needed for bidding will be provided in an Addendum posted on the Public Purchase website. Each Bid must include all such addenda in order to be responsive.

BID SUBMITTAL INSTRUCTIONS: Each Bid must be in accordance with all of the requirements set forth in this Invitation for Bids, and each Bid constitutes an agreement by the Bidder submitting such Bid to be bound by all of the provisions of each of the Contract Documents with respect to each Project. Attempts to materially negotiate the terms of any of the Contract Documents shall result in such Bidder’s Bid being deemed nonresponsive. Each Bid MUST be submitted electronically through the Public Purchase website (www.publicpurchase.com) on or before **Friday December 05, 2025, 3:00PM**.

SUBSTITUTION OF SECURITIES: Pursuant to Section 22300 of the Public Contract Code and the Project specifications, the CONTRACTOR may substitute securities or request that the County make payment of retentions to an escrow agent for any money held by the COUNTY to ensure Contract performance.

PREVAILING WAGES: Each Job Order under each Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Pursuant to the provisions of Section 1770 et seq. of the California Labor Code, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations. A copy of the prevailing rate of per diem wages is on file at the General Services Department.

REGISTRATION: 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 § 1725.5, and each project shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

QUALIFYING CONTRACTOR OR SUBCONTRACTOR: Pursuant to the provisions of Section 4104 of the California Public Contracting Code, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, or engage in the performance of any contract for public work, as defined in Section 4104, unless currently registered with the Department of Industrial Relations and qualified to perform public work pursuant to Section 1725.5 of the California Labor Code.

WITHDRAWAL OF BIDS: The COUNTY reserves the right to reject any and or all nonresponsive Bids, as well as Bids submitted by Bidders deemed by COUNTY to not be responsible, or to waive any nonmaterial informality in a Bid. No Bidder may withdraw such Bidder's Bid for a period of sixty (60) days after the date set for the opening thereof.

BID SELECTION: The COUNTY intends to enter into a Contract with the responsible Bidder who submits the lowest Bid (in terms of Award Criteria Figure) in response to this Invitation For Bids. The Bid with the lowest Award Criteria Figure will be the lowest Bid ("Lowest Bid"). In addition to entering into a Contract with the responsible Bidder who submits the Lowest Bid in response to this Invitation For Bids, the COUNTY reserves the right to enter into Contract(s) with one or more responsible Bidder(s) who submit the next-lowest responsive Bid(s) in response to this Invitation For Bids, to the extent in the best interest of the COUNTY.

For Bid evaluation purposes only, the following evaluation weights shall be used to determine the Award Criteria Figure:

Adjustment Factor	% Weight (For Bid Evaluation Only)
Normal Working Hours – General or Courts Facilities – North County Projects	25%
Other than Normal Working Hours – General or Courts Facilities – North County Projects	10%
Normal Working Hours – General or Courts Facilities – South County Projects	25%
Other than Normal Working Hours – General or Courts Facilities – South County Projects	10%
Normal Working Hours – Detention Facilities – North County Projects	5%
Other than Normal Working Hours – Detention Facilities – North County Projects	5%

Normal Working Hours – Detention Facilities – South County Projects	15%
Other than Normal Working Hours – Detention Facilities – South County Projects	5%

BID PROTEST: The County of Santa Barbara Bid Protest Procedures are described in Item 10 of the BID FORM, which is included in the bid documents.

LIQUIDATED DAMAGES: Liquidated damages will apply to each individual Job Order and will be as specified in each individual Job Order for project delays that are determined to be attributable to the Contractor.

LIMITATIONS ON SUBCONTRACTING: The Contractor shall self-perform Tasks under each Job Order comprising at least 30% of the Maximum Job Order Amount for such Job Order (such 30% self-performance minimum shall hereinafter be referred to as the "Self-Performance Requirement"). For purposes of this Invitation for Bids, "self-perform" shall mean Tasks performed by employees of the CONTRACTOR other than field superintendents and office management personnel. Note: The COUNTY has determined that the Self-Performance Requirement is a critical performance criteria, such that violation of the Self-Performance Requirement shall constitute grounds for the COUNTY to terminate such Job Order, and the Contract under which such Job Order was entered into, for cause. Upon COUNTY's request, the Contractor shall provide to COUNTY a written report detailing (i) the Tasks performed under a specified Job Order, and (ii) which of such Tasks have been self-performed by the Contractor. All Subcontractor overhead and profit must be included in the Adjustment Factors included in the Bid and shall not be charged to or paid by COUNTY in connection with the Contract or any Job Order or Change Order thereunder.

BID FORM

1. Pursuant to and in compliance with the Invitation for Bids and the Contract Documents relating to the:

COUNTY OF SANTA BARBARA
General Building Construction Job Order Contract 2025-2026
Project No. 25001-JOC GC
Bid Due Date: Friday December 05, 2025, at 3:00PM

including Addendum No(s). ___, ___, ___, ___, ___, ___, ___, the undersigned Bidder, having become thoroughly familiar with the terms and conditions of the Invitation for Bids, including all of the Contract Documents, and with local conditions affecting the performance and the costs of the Work in the County of Santa Barbara, hereby proposes and agrees to fully perform the Work of each Job Order under the Contract within the time stated therein, and in strict accordance with the Contract Documents, including the furnishing of any and all labor, materials, tools, expendable equipment and utility and transportation services necessary to fully perform the Work and complete it in a workmanlike manner, for compensation in accordance with the Unit Prices set forth in the Construction Task Catalog adjusted in multiplied by the Adjustment Factors set forth below in this Bid Form.

2. The Bidder shall set forth the Adjustment Factors for this Bid in legible figures in the respective spaces provided below. Specify each amount in the "Adjustment Factor Bid" and "Total" columns for each of Rows 1 through 8, and the Award Criteria Figure in Row 9, to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward). The Other Than Normal Working Hours Adjustment Factors must be greater than or equal to the corresponding Normal Working Hours Adjustment Factors. Failure to submit all Adjustment Factors, and in a legible manner in the spaces provided for same below, will result in this Bid being deemed non-responsive.
3. The weighted multipliers are only for the purpose of calculating an Award Criteria Figure, and do not indicate any assurance by the COUNTY regarding the amount or proportion of Work that may be ordered under the Contract. The Award Criteria Figure is only used for the purpose of determining the lowest Bid(s), and shall not be used in any calculations for Job Orders or Change Orders under the Contract..
4. It is understood that the COUNTY reserves the right to reject this Bid if COUNTY deems it to be nonresponsive or Bidder to not be responsible, and that it shall remain open and not be withdrawn for a period of sixty (60) calendar days from the date prescribed in the Invitation for Bids for its opening.
5. If the undersigned Bidder becomes the CONTRACTOR under the Contract, CONTRACTOR shall utilize the applicable Adjustment Factor(s) set forth below to calculate each Job Order Price Quote under the Contract.
6. It is understood and agreed that if written notice of the acceptance of this Bid is mailed or delivered personally to the undersigned Bidder within thirty (30) calendar days after the opening of the Bid, or at any time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver all of the Contract Documents to the COUNTY in accordance with the Bid as accepted, and will also furnish and deliver to the COUNTY the Payment Bond required under the provisions of California Civil Code Section 3247 through 3252, and the Performance Bond as required under the provisions of the California Government Code and/or California Public Contract Code, all within fourteen (14) calendar days after personal delivery or deposit in the mail, or

delivery via Public Purchase, as the case may be, of the Notification of Intent to Award. All Work under the Contract, including all Job Orders issued thereunder, shall be completed within **365 calendar** days after the Effective Date of the Contract. Notice of acceptance or request for additional information may be addressed to the undersigned Bidder at the business address set forth below.

7. The undersigned Bidder hereby certifies and warrants that: none of this Bid or any other submittal of the undersigned Bidder are made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, corporation, or other entity; this Bid is genuine, and not collusive or sham; the undersigned Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding; the undersigned Bidder has not directly or indirectly sought by agreement, communication or conference with anyone to fix such Bidder's Bid price or the Bid price of any other Bidder or to fix any overhead, profit or cost element of such Bid price or of that of any other Bidder or to secure any advantage against the COUNTY of anyone interested in the proposed Contract(s). The undersigned Bidder hereby further certifies and warrants that all statements contained in this Bid are true; and the undersigned Bidder has not, directly or indirectly, submitted such Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and Bidder will not pay, any fee to any corporation, partnership, company association, organization, Bid Depository, or any other entity, or to any member or agent thereof, to effectuate a collusive or sham Bid. The undersigned Bidder declares under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.
8. Wherever in this Bid, or any Job Order Quote or Job Order, an amount is stated in both words and figures, in case of discrepancy between words and figures, the words shall prevail. If all or any portion of a Job Order is required to be given in unit prices and totals and a discrepancy exists between any such Unit Prices and totals set forth in such Job Order Quote or Job Order, the Unit Prices shall prevail. In the event of any inconsistency or conflict between the Unit Price set forth for a Task in any Job Order Quote or Job Order, and the Unit Price for such Task set forth in the Construction Task Catalog, the Unit Price set forth for such Task in the Construction Task Catalog shall control and prevail.
9. In accordance with the provisions of Sections 1860 and 1861 of the California Labor Code, every CONTRACTOR will be required to secure the payment of compensation of his or her employees. Each CONTRACTOR to whom a public works contract is awarded shall sign the following certification prior to performing the work of the Contract: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
10. Protests of any bid(s) received must be in writing, must specify all grounds for such protest, and must be filed within ten working days after the opening of Bids.

	Adjustment Factor Name	Adjustment Factor Bid	X Multiplier (% weight)	= Total
1.	Adjustment Factor for Normal Working Hours for General or Court Facility Projects located in North County (Monday through Friday 7:00 am to 4:00 pm except County holidays)	__ . ____	X 0.25	= __ . ____
2.	Adjustment Factor for Other Than Normal Working Hours for General or Court Facility Projects located in North County (Monday through Friday 4:00 pm to 7:00 am and all-day Saturday, Sunday and County holidays)	__ . ____	X 0.10	= __ . ____
3.	Adjustment Factor for Normal Working Hours for General or Court Facility Projects located in South County (Monday through Friday 7:00 am to 4:00 pm except County holidays)	__ . ____	X 0.25	= __ . ____
4.	Adjustment Factor for Other Than Normal Working Hours for General or Court Facility Projects located in South County (Monday through Friday 4:00 pm to 7:00 am and all day Saturday, Sunday and County holidays)	__ . ____	X 0.10	= __ . ____
5.	Adjustment Factor for Normal Working Hours for Detention Facility Project located in North County (Monday through Friday 7:00 am to 4:00 pm except County holidays)	__ . ____	X 0.05	= __ . ____
6.	Adjustment Factor for Other Than Normal Working Hours for Detention Facility Projects located in North County (Monday through Friday 4:00 pm to 7:00 am and all day Saturday, Sunday and County holidays)	__ . ____	X 0.05	= __ . ____
7.	Adjustment Factor for Normal Working Hours for Detention Facility Projects located in South County (Monday through Friday 7:00 am to 4:00 pm except County holidays)	__ . ____	X 0.15	= __ . ____
8.	Adjustment Factor for Other Than Normal Working Hours for Detention Facility Projects located in South County (Monday through Friday 4:00 pm to 7:00 am and all day Saturday, Sunday and County holidays)	__ . ____	X 0.05	= __ . ____

9.	Add all the Total amounts in the right column. The Sum of these Total amounts is the Award Criteria Figure.	= _ . _ _ _ _
----	---	----------------------

BIDDER

Entity Name

IRS No.: _____

Street Address

License Classification(s): _____

City

Phone Number: _____

BY:

Signature

Printed Name, Title of signatory

DESIGNATION OF SUBCONTRACTORS

The undersigned Bidder agrees that, if this Bid is accepted, such Bidder will enter into the Contract with the County of Santa Barbara (as "Contractor") to do all work and furnish all labor, materials, machinery, tools and apparatus necessary to completely perform all Work and Tasks under each Job Orders entered into between Contractor and COUNTY thereunder in the manner and time prescribed by such Contract.

COUNTY OF SANTA BARBARA
General Building Construction Job Order Contract 2025-2026
Project No. 25001-JOC GC
Bid Due Date: Friday December 05, 2025, at 3:00PM

In compliance with the provisions of Section 4100-4107 of the Public Contract Code of the State of California, as may be amended from time to time, the undersigned Bidder has set forth below the required information for each subcontractor who will perform Work under the Contract (each a "Subcontractor"):

- (1) the portion (percentage) of Work or labor or rendition of services that each such subcontractor will do;
- (2) a specific description of the portion of the Work to be done;
- (3) the subcontractor's name,
- (4) location of the place of business,
- (5) California Contractors State License Board-issued contractor license number, and
- (6) California Department of Industrial Relations Public Works Registration number.

BIDDER: _____

BY: _____

Name:

Title:

NOTE: This form may be reproduced and attached behind this page to list more Subcontractors.

NONCOLLUSION AFFIDAVIT

In accordance with Public Contract Code [§ 7106](#), the undersigned, _____

(Bidder's signatory's full name)

being first duly sworn, deposes and says that the undersigned is _____

(Signatory's title)

of _____,

(Bidder's entity name)

the party making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed Contract; that all statements contained in the Bid are true; and further, that the Bidder has not, directly or indirectly, submitted the Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, entity, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that such signatory has full power to execute, is duly authorized by such Bidder to execute, and does execute, this declaration on behalf of such Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNATURE BLOCK (*Signature Block must be completed in ink & changes must be initialed.*)

Bidder: _____

Bidder's Signature: _____ **Date:** _____

Signatory's Name & Title (Print): _____

At CITY: _____ **STATE:** _____

CERTIFICATE OF COMPLIANCE

This is to certify that all requirements for insurance of Subcontractors as specified in the Form of Agreement will be met.

Bidder (entity name)

Dated

Signature of duly authorized representative

Printed Name, Title of Signatory

Address

City, State & Zip

BIDDER'S STATEMENTS

REGARDING INSURANCE COVERAGE:

Bidder hereby certifies that Bidder has reviewed the insurance coverage requirements specified in the Contract Forms. Should Bidder be awarded the Contract, Bidder further certifies that Bidder can meet all the Contract requirements for insurance including insurance coverage of Bidder's subcontractors.

REGARDING PUBLIC CONTRACT CODE SECTION 10232:

In accordance with Public Contract Code Section 10232, the Bidder hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against such Bidder within the immediately preceding two-year period because of the Bidder's failure to comply with an order of a Federal Court which orders such Bidder to comply with an order of the National Labor Relations Board.

REGARDING PUBLIC CONTRACT CODE SECTION 10162:

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing, a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____

No _____

(If the answer is yes, explain the circumstances on a separate sheet of paper and attach to this bid)

Date

Bidder (entity name)

Signature

Printed Name, Title of Signatory

Bidder Address

City, State & Zip

ANTI-FRAUD CERTIFICATION

COUNTY OF SANTA BARBARA
General Building Construction Job Order Contract 2025-2026
Project No. 25001-JOC GC
Bid Due Date: Friday December 05, 2025, at 3:00PM

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Bidder hereby declares under penalty of perjury that the bidder **has** __, **has not** __, been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or Trustees of the California State University.

The term "Bidder" is understood to include Bidder and all of Bidder's partners, members, officers, directors, responsible managing officers, and responsible managing employees, as referred to in Public Contract Code Section 10285.1.

NOTE: The Bidder must place a check mark after "has" or "has not" in one of the blank spaces provided above.

Date

Bidder (entity name)

Signature

Printed Name, Title of Signatory

Address

City, State & Zip

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal, and _____ as Surety (hereinafter referred to as Surety), are held firmly bound unto the County of Santa Barbara, State of California (hereinafter called "Owner" or "COUNTY") in the penal sum of \$25,000.00, submitted by said Principal to Owner for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. Surety shall be and hereby warrants that it is listed in the Insurance Organizations Authorized by the Insurance Commissioner to Transact Business of Insurance in the State of California, published by the Department of Insurance, State of California or successor publications. In no case shall the liability of the Surety hereunder exceed the sum of _____ DOLLARS (\$ _____). The condition of this obligation is such that a bid to Owner for certain construction specifically described as follows:

COUNTY OF SANTA BARBARA
General Building Construction Job Order Contract 2024-2025
Project No. 24000-JOC

for which bids are due on Friday, December 5th at 3:00 P.M. has been submitted by Principal to Owner.

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period therein after the opening of the same, or, if no period be specified within sixty (60) days after said opening and shall within the period specified therefore, or, if no period be specified, within eight (8) days after the prescribed forms are presented to him for signature, enter into a written Contract with Owner, in the prescribed form, in accordance with the bid as accepted, and file the two Bonds with Owner, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall remain in full force, virtue and affect.

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

It is hereby agreed that any progress payment made after the scheduled completion date will not constitute a waiver of any liquidated damages heretofore agreed upon.

In the event suit is brought upon said Bond by Owner and judgment is recovered, the Surety shall pay all costs incurred by Owner in such suit, including a reasonable attorney's fee to be fixed by the Court.

Death, Bankruptcy, Receivership, Going Out of Business for any reason, or incompetence of the Principal shall not relieve the Surety of its obligations hereunder.

Name of Principal _____

Dated _____ (Seal)

Signature of Principal _____

Name of Surety

Address

City, State & Zip

Dated _____ (Seal)

Signature of Principal _____

Signature of Surety's Attorney-in-fact _____

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

Name of Agent

Address

City, State & Zip

Telephone Number

FAX Number

NOTE: Signatures of those executing for Surety MUST be properly acknowledged. This form may be reproduced for transmittal to the Surety for execution and attached to the front of the original Bid Bond Form.

CONTRACT FORMS

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That the County of Santa Barbara of the State of California (hereinafter referred to as the County) and _____
(hereinafter referred to as Principal) have by written agreement dated _____, entered into a contract identified as:

Project Title: County of Santa Barbara

General Building Construction Job Order Contract 2025-2026

Project No. 25001-JOC GC

(Hereinafter referred to as the Contract) and

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

NOW, THEREFORE, said Principal and _____

as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the County in the amount of \$_____, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. Surety shall be and hereby warrants that it is listed in the Insurance Organizations Authorized by the Insurance Commissioner to Transact Business of Insurance in the State of California, published by the Department of Insurance, State of California or successor publications.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named or referred to in Section 9100 of the California Civil Code, or amounts due under Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor as required by the California Civil Code, or this bond, then said Surety will pay for the same, in an amount not to exceed the amount hereinafter set forth.

This bond shall insure to the benefit of any and all persons, entities, companies and corporations named or referred to in Section 9100 of the California Civil Code, so as to give a right of action to them or their assign in any suit brought upon this bond.

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

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

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

Principal

Surety

By: _____

Signature of Attorney-in-fact

DATED: _____

Address

City, State & Zip Code

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

Name of Agent

Address

City, State & Zip Code

Telephone Number

FAX Number

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That the County of Santa Barbara of the State of California (hereinafter referred to as the "County") and _____
(hereinafter referred to as Principal) have by written agreement dated _____, entered into a contract identified as:

Project Title: County of Santa Barbara

General Building Construction Job Order Contract 2025-2026

Project No. 25001-JOC GC

(Hereinafter referred to as the "Contract"); and

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

NOW, THEREFORE, said Principal and _____

as corporate surety (hereinafter referred to as "Surety"), are held firmly bound unto the County in the amount of \$_____, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. Surety shall be and hereby warrants that it is listed in the Insurance Organizations Authorized by the Insurance Commissioner to Transact Business of Insurance in the State of California, published by the Department of Insurance, State of California or successor publications.

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

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

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

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

Principal

Surety

By: _____

Signature of Attorney-in-fact

DATED: _____

Address

City, State & Zip Code

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

Name of Agent

Address

City, State & Zip Code

Telephone Number

FAX Number

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



CERTIFICATE OF INSURANCE TRANSMITTAL FORM

FOR THE FOLLOWING DESCRIBED PROJECT:

County of Santa Barbara
General Building Construction Job Order Contract 2025-2026
Project No. 25001-JOC GC

CONTRACTOR:

Name

Address

City, State & Zip Code

The Bidder reflected in a Notice of Intent to Award shall furnish satisfactory proof of the maintenance of adequate Worker's Compensation Insurance, and the maintenance of Comprehensive General and Automobile Liability Insurance, in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The County of Santa Barbara, and its officers, employees, and agents, shall be named as additional insured on all certificates. A copy of the endorsement evidencing that the County has been added to the policy must be attached to the certificate of insurance. Each such policy shall provide that the COUNTY shall be given thirty (30) days' prior written notice prior to cancellation or expiration of such policy or reduction in coverage.

In addition to the above, the following information must appear on the certificates:

County of Santa Barbara
General Building Construction Job Order Contract 2025-2026
Project No. 25001-JOC GC

This form must be attached to all insurance forms sent to the County of Santa Barbara, General Services Department:

Authorized Insurance Company Representative's Signature

This form may be reproduced as required.

COUNTY OF SANTA BARBARA UNLAWFUL DISCRIMINATION ORDINANCE

Section 2-95. Prohibition of unlawful discrimination in employment practices. The COUNTY reserves the right to terminate forthwith each and every written contract and agreement (except purchase orders) respecting real property for goods and/or services entered into by the COUNTY or by its joint powers, agencies, or agents with the consent of the other parties (hereinafter called "CONTRACTOR") including but not limited to concessions, franchises, construction agreements, leases, whether now in effect or hereinafter made if the COUNTY finds that the CONTRACTOR is discriminating or has discriminated against any employee or applicant for employment in violation of any applicable state or federal laws, rules, or regulations which may now or hereafter specifically prohibit such discrimination on such grounds as race, religion, sex, color, national origin, physical or mental handicap when otherwise qualified, Vietnam war veteran/disabled, age, medical condition, marital status, ancestry, sexual orientation, or other legally protected status.

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

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

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

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

CONTRACTOR shall permit access at all reasonable time and places to all of its records of employment, advertising, application forms, tests, and all other pertinent employment data and records, to the COUNTY, its officers, employees, and agents for the purpose of investigation to ascertain if any unlawful discrimination as described herein has occurred or is being practiced, provided that such records are relevant to a complaint of an unlawful discriminatory practice which has been forwarded to CONTRACTOR reasonably prior to the time CONTRACTOR is asked to make such records available. In addition, all such records shall be deemed "Confidential" by the officers, employees, and agents of the COUNTY. No records or copies of such records may be removed from the premises of CONTRACTOR and no disclosure, oral, or written of such record, may be made to third parties except as provided within the agreement.

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

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

Section 2-95.5. Exceptions. Notwithstanding any other provisions in this article, any party contracting with the COUNTY having an affirmative action program which has been approved within twelve (12) months from the date of the contract by an agency of the federal government shall be deemed to be in compliance with the provisions of this article upon furnishing documentary evidence of such approval satisfactory to the COUNTY affirmative action officer. Loss of such approval shall be immediately reported by such party to the COUNTY affirmative action officer.

Section 2-96. Purchase orders. Purchase orders shall contain the following clause as grounds for termination of such purchase orders:

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

Section 2-97. Affirmative action officer. At the discretion of the COUNTY affirmative action officer, he or she shall promptly and thoroughly investigate, or cause to be investigated reports and complaints from whatever source, that any party contracting with the COUNTY is engaging, or during the term of a contract or agreement with the COUNTY has engaged, in any unlawful discriminatory employment practices as described in Section 2-95 of this Code. If the investigation discloses reason to believe such unlawful discrimination does exist or has existed and the conditions giving rise thereto have not been changed so as to prevent further such unlawful discrimination, and the said party shall forthwith terminate such unlawful discrimination, take all appropriate steps to prevent a recurrence of such or other unlawful practices, and compensate the person or persons unlawfully discriminated against for any and all loss incurred by reason of such unlawful discrimination, all to the satisfaction of the affirmative action officer, then the affirmative action officer shall cause the matter to be presented for action to the State Fair Employment Practices Commission or the Federal Equal Employment Opportunities Commission, or both, and to any other concerned state or federal agencies or officers.

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

FORM OF AGREEMENT



COUNTY OF SANTA BARBARA
AGREEMENT FOR:
General Services Project No. 2X000-JOC

County of Santa Barbara
General Building Construction Job Order Contract 2025-2026

BC: _____ - _____

THIS AGREEMENT (“Agreement”) is made by and between the County of Santa Barbara, a political subdivision of the State of California (“COUNTY”), and **{FULL LEGAL NAME OF CONTRACTOR}** (“CONTRACTOR” and together with COUNTY, collectively, the “Parties” and each individually a “Party”), for the completion of the Work (defined below), on the following terms, conditions, and provisions. All references in the General Terms to the “Agreement” shall have the meaning ascribed to the term “Agreement” in the immediately preceding sentence.

1. CONTRACT: This Agreement incorporates by reference the Gordian Technical Specifications and the Construction Task Catalog for the General Building Construction Job Order Contract 2025-2026 Project No. 2X000-JOC (attached hereto and incorporated herein as part of Exhibit A), the Invitation for Bids {{as amended by Addenda Number 01-02 DELETE IF NO AMENDMENT}}, the Bid Bond, the Performance Bond, the Payment Bond, and the Bid documents executed and submitted by the CONTRACTOR for the Project (“Bid”), to the extent the Bid is consistent with the provisions of this Agreement other than the Bid (all of the foregoing documents, together with this Agreement and all Job Orders (defined below) and Change Orders (defined below) entered into during the Term (defined below) in accordance with the provisions of this Agreement, collectively, the “Contract” or “Contract Documents”). A copy of each of the General and Special Conditions, Specifications and Drawings provided by the COUNTY for the General Building Construction Job Order Contract 2025-2026, 2X000-JOC, the Invitation for Bids, the Bid Bond, the Performance Bond, and the Payment Bond, the Gordian Technical Specifications and the Construction Task Catalog are attached hereto as EXHIBIT A, and a copy of the Bid is attached hereto as EXHIBIT B. All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Invitation for Bids. Copies of all Contract Documents are on file in the Department of General Services Office of the COUNTY, and have been and will be made available to the CONTRACTOR during the term of this Agreement. CONTRACTOR acknowledges receipt of all Contract Documents.

2. WORK: CONTRACTOR, at CONTRACTOR’s own cost and expense, shall perform the work described in the Contract Documents (“Work”) pursuant to Job Orders (defined below), and shall furnish all equipment and materials necessary to perform and complete the Work, in a good and workmanlike manner and to the satisfaction of the Director of the COUNTY’s General Services Department or his designee, all in strict accordance with the Plans and the Contract Documents. No Work shall be performed or commenced hereunder unless pursuant to a duly executed Job Order in accordance with Section 33, below, for “repair, remodeling, or other repetitive work” on projects approved by order of the COUNTY Board of Supervisors, “to be done according to unit prices” set forth in the Construction Task Catalog attached hereto as part of Exhibit A, based on the plans and specifications for typical work set forth in the Gordian Technical Specifications attached hereto as part of Exhibit A, and in accordance with Section 20128.5 of the California Public Contract Code. “Work” shall not include any new construction, or design or contract drawings.

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 a Job Order by either party hereto unless and until CONTRACTOR complies with all of the foregoing provisions of this Sections 3 with respect to such Job Order, 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 Daniel Contreras; *provided, however*, that the signature of the Director of the COUNTY’s General Services Department or the Assistant Director designee of the COUNTY’s General Services Department (“Director”) on each Job Order and Change

Order is required prior to the commencement of Work under such Job Order or Change Order; *provided further* that this Contract may only be amended by written amendment approved and signed by the COUNTY Board of Supervisors, including, but not limited to, increases in the Maximum Contract Amount (defined below).

5. PAYMENT: As full compensation for furnishing all labor, supervision, overhead, materials, and equipment and for completing all of the Work to be performed under this Contract, including pursuant to all Job Orders and Change Orders which may be entered into hereunder during the Term, and subject to adjustments and liquidated damages, if any, as provided in the Contract Documents, the maximum aggregate amount that may be paid to the CONTRACTOR for satisfactory completion of all requirements of the CONTRACTOR under this Contract is TWO MILLION FIVE HUNDRED THOUSAND DOLLARS \$2,500,000.00 ("Maximum Contract Amount"), to be paid as provided in the Contract Documents. The CONTRACTOR assumes and will provide against any loss or damage arising out of the nature of the Work undertaken, or the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the performance of the Work until its acceptance by the COUNTY, and assumes any and all expenses incurred by or in consequence of suspension or discontinuance of the Work, for well and faithfully completing the Work and the whole thereof, in the manner and to the requirements of the Contract and directions of the County Representative.

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 (collectively, the "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 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 Project. 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 Project records. 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 changes to any Job Order, may only be effected or authorized in writing pursuant to Change Order(s) duly executed by the Director in accordance with Section 34, below; *provided, however*, that in no event shall the Maximum Contract Amount be increased other than by formal written amendment to this Contract approved and executed by the COUNTY Board of Supervisors. In no event shall CONTRACTOR be paid for any Work performed after the expiration of the one-year Term of this Contract, which Term shall not be extended or amended.

8. COMPLIANCE WITH LAW: CONTRACTOR shall keep fully informed of, and shall at all times during the Term ensure the performance of the Work is in compliance with, all applicable laws, statutes, ordinances, decrees, orders, and regulations, and all orders of bodies and tribunals of competent jurisdiction (collectively, "Applicable Laws"). If CONTRACTOR knows or has reason to know that any provision of any Job Order or Change Order, or any of the Special Provisions or Standard Specifications for the Work, conflict with any Applicable Law(s), the CONTRACTOR shall immediately report same to the County Representative in writing. CONTRACTOR shall at all times observe and comply with, and shall cause all of its agents, employees, and Subcontractors to observe and comply with, all Applicable Laws. CONTRACTOR acknowledges and shall 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 the 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 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, as the same may be amended from time to time, and to all applicable orders of the President and of any authorized Federal Officer or government agency.

No contractor or subcontractor may be listed on a bid 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 pursuant to Labor Code section 1725.5. This Project 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 detailed drawings of the Work to be performed, and fully understands the intent and meaning of the same.

12. TERM; TIME FOR COMMENCEMENT, COMPLETION: The term of this Contract shall commence effective as of the first date that this Contract is duly executed by all of the parties hereto ("Effective Date"), and shall terminate, and all Work to be performed under this Contract shall be completed by, the date that is 365 calendar days after the Effective Date, unless earlier terminated in accordance with the provisions of this Contract ("Term"). As soon as practicable after a Job Order has been fully executed by all of the required signatories in accordance with Section 33, below, a Notice to Proceed will be issued by the County Representative stating the starting date of the Work to be performed thereunder. The CONTRACTOR shall begin such Work within fifteen (15) calendar days after receiving such Notice to Proceed, unless otherwise provided therein.

13. WORKERS' COMPENSATION INSURANCE: CONTRACTOR certifies that CONTRACTOR has knowledge of, is in compliance with, and warrants that CONTRACTOR at all times during the Term shall 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 for the Work shall not constitute a waiver of any liquidated damages under this Contract.

15. GUARANTEE BONDS: Before any performance under this Contract, the CONTRACTOR shall provide the security required by statute for the payment of all workers and suppliers, and security for the faithful performance of all terms and conditions of this Contract, in an amount and form approved by the COUNTY. Both securities shall contain provisions that automatically increase amounts thereof and/or time of completion or both for all Change Orders, extensions, and additions to the Work provided under this Contract.

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

17. DISPUTES: Should any dispute(s) arise respecting the construction or meaning of any of the plans or specifications affecting the Work or respecting the true value of any extra work or work omitted, such dispute(s) shall be resolved by the Director whose decision shall be final and binding upon the parties hereto. If, after the decision of the Director 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: The County Representative is authorized to act on behalf of the County in

matters requiring consent with respect to substitutions of materials or equipment specified, to the extent not inconsistent with any other provision of this Contract, and subject to the limitations set forth in Section 4, above .

19. SURVIVAL: All provisions of this Contract which by their nature are intended to survive the termination or expiration of this Agreement 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. FEDERAL PROVISIONS : CONTRACTOR acknowledges that Federal financial assistance may be used to fund one or more Job Orders under this Agreement. CONTRACTOR shall only use federal funds as authorized herein. In the performance of each Job Order that is fully or partially funded with Federal financial assistance (each a “Federally Funded Job Order”), CONTRACTOR will comply with all applicable federal laws, regulations, executive orders, federal policies, procedures, and directives, and Title 2 of the Code of Federal Regulations (CFR) Part 200, entitled, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.” In addition, in the performance of each Federally Funded Job Order. CONTRACTOR shall comply with the Federal Terms and Conditions attached hereto as EXHIBIT E and incorporated herein by reference, as well as with all applicable agreements, assurances in applications, notices of award, and all other applicable federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices, and policies pertaining to such Federal funds. CONTRACTOR shall be responsible for providing such services in a manner consistent with all federal and state requirements and standards required as a condition of receiving and expending such funds.

22. 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.

23. 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 Work 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.

24. NONDISCRIMINATION: COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

25. NON-ASSIGNMENT: CONTRACTOR shall not assign, subcontract, delegate, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise (“Transfer”) this Contract, in whole or in part, or any of CONTRACTOR's rights or obligations under this Contract, without the prior written consent of COUNTY in each instance. Any attempted or purported Transfer in violation of this Section 26, be null and void and without legal effect and shall constitute grounds for immediate termination of this Contract by COUNTY. No Transfer shall relieve CONTRACTOR of any of its obligations hereunder.

26. SEVERABILITY: If any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, 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.

27. TIME IS OF THE ESSENCE: Time is of the essence in this Contract, and each covenant and term is a condition herein.

28. ENTIRE AGREEMENT AND AMENDMENT: The Contract Documents, as may be modified from time to time during the Term by duly authorized and executed amendment(s) and in accordance with the provisions of this Section 29, and Change Order(s) in accordance with Section 34, below, , contain the entire understanding and agreement of the Parties with respect to the subject matter hereof and thereof, 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 and therein. This Contract may be altered, amended or modified only by an amendment to this Contract in writing, duly approved by the COUNTY Board of Supervisors, and executed by each of CONTRACTOR and the Chair of the COUNTY Board of Supervisors, and by no other means; provided, however, that Job Orders may be modified by Change Orders duly executed by the Director in accordance with Section 34, below, to the extent such delegated authority is expressly authorized by the COUNTY Board of Supervisors in approving this Contract. Each Party waives its 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. EXECUTION OF COUNTERPARTS: 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 shall preserve undestroyed, shall together constitute one and the same instrument.

30. ORDER OF PRECEDENCE: In the event of conflict or inconsistency between the provisions of this Contract, the following order of precedence shall control:

1. Exhibit C
2. The numbered sections 1 through 38 of this Agreement
3. Exhibit A
4. Exhibit D
5. Exhibit B
6. Change Order(s)
7. Job Order(s)

31. SUBCONTRACTORS: CONTRACTOR is authorized to subcontract with only the subcontractor(s) identified in the Bid as set forth in Exhibit B ("Subcontractors"). Contractor shall be fully responsible for all services and Work performed by each Subcontractor. Contractor shall secure from each of its Subcontractors a legally binding written agreements to comply with all of the provisions of this Contract as if CONTRACTOR's obligations pertained to such Subcontractor, including, but not limited to, audit obligations.

32. JOB ORDERS: CONTRACTOR shall not perform or authorize any Work hereunder unless pursuant to a written Job Order in the form attached hereto as Exhibit F ("Form of Job Order") and after such Job Order has been signed by the Director and CONTRACTOR. The COUNTY does not guarantee issuance of any specific Job Order(s), or any number of Job Orders. The Scope of Work for each Job Order must be finalized and set forth in such Job Order prior to signing such Job Order. Each Job Order must specify the Work to be performed thereunder, the project location, purpose, notification of results, deliverables, schedule, Job Order period of performance (which must end during the Term, and which shall not commence prior to the date such Job Order is signed by both CONTRACTOR and the Director), and the maximum aggregate amount payable to CONTRACTOR under such Job Order based on the Units of Work and Unit Prices set forth in the Construction Task Catalog attached as part of Exhibit A to this Agreement, and the Gordian Technical Specifications attached as part of Exhibit A to this Agreement. A Job Order specifying Work to be performed thereunder must be signed by each of COUNTY and CONTRACTOR in each instance *prior* to commencement of such Work by CONTRACTOR. The CONTRACTOR shall only commence or authorize Work hereunder to the extent assigned to CONTRACTOR in a duly executed Job Order signed by both of CONTRACTOR and, on behalf of the COUNTY, by the Director.

The CONTRACTOR shall begin the Work specified in a Job Order (i) upon the issuance by the COUNTY of a Notice to

Proceed for such Job Order, or (ii) on the date specified in the Job Order, provided that such date is *after* the first date that such Job Order has been signed by both CONTRACTOR and the Director. Once a Notice to Proceed has been issued by the COUNTY for a Job Order, CONTRACTOR shall diligently perform the Work specified therein until all Work specified therein has been completed to the satisfaction of the COUNTY.

33. CHANGE ORDERS: Changes to a Job Order may only be made pursuant to a Supplemental Job Order or Change Order ("Change Order") and duly executed by both CONTRACTOR and the Director. No Change Order may extend the Term, authorize Work to be performed hereunder after the date that is one year after the Effective Date, or increase the Maximum Contract Amount. No Change Order shall be valid or enforceable against the COUNTY unless duly authorized by the COUNTY in accordance with Article 13 of the JOC Contracting General Conditions.

34. JURISDICTION; VENUE. This Agreement shall be governed by the laws of the State of California. Any litigation arising out of this Agreement 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.

35. NO WAIVER. COUNTY's delay or failure to act with respect to a breach of this Contract 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 Agreement 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.

36. CERTIFICATION OF SIGNATORIES. Each of the signatories to this Agreement represents and warrants that such signatory is duly authorized to execute this Agreement, 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. Each Party represents and warrants that:

(a) This Agreement 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 Agreement has been duly authorized by CONTRACTOR.

37. CARB REQUIREMENTS. Vehicles with a Gross vehicle weight rating ("GVWR") greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board ("CARB") Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>. CONTRACTOR 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 ("CARB Certificate of Compliance"), and shall confirm that each Subcontractor listed in CONTRACTOR's Bid, and in each Job Order and Change Order, has a valid CARB Certificate of Compliance, 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 any Work site unless and until CONTRACTOR provides COUNTY with a valid Certificate of Reported Compliance applicable to such vehicle.

38. TERMINATION.

A. COUNTY may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill its obligations hereunder.

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 Work 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 Work.

2. For Nonappropriation 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 sufficient funds are not otherwise available for payments hereunder in the fiscal year(s) covered by the Term of this Agreement, 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.

3. For Cause. Should CONTRACTOR default in the performance of this Contract or materially breach any of the provisions hereof, COUNTY may, at COUNTY's sole option, terminate or suspend this Contract in whole or in part upon written notice ("Termination Notice"). Upon receipt of such Termination Notice, CONTRACTOR shall immediately discontinue all Work (unless otherwise directed in such Termination Notice) and notify COUNTY in writing of the status of CONTRACTOR's performance of Work hereunder. The date of termination shall be the date the Termination Notice is received by CONTRACTOR, unless the Termination Notice directs otherwise.

B. 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 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. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the first date fully executed by all of the parties hereto (the “Effective Date”).

COUNTY

County of Santa Barbara

By: _____
LAURA CAPPS, CHAIR

BOARD OF SUPERVISORS

Dated: _____

ATTEST:

MONA MIYASATO,

CONTRACTOR

{LEGAL NAME OF CONTRACTOR}, a
California corporation

COUNTY EXECUTIVE OFFICER

CLERK OF THE BOARD

By: _____
Deputy Clerk of the Board

By: _____
AUTHORIZED REPRESENTATIVE
Name: {NAME}

Title: {TITLE OF AUTHORIZED
REPRESENTATIVE}

APPROVED AS TO FORM:

RACHEL VAN MULLEM,
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

By: _____
Deputy Auditor-Controller

APPROVED AS TO FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By: _____
Risk Management

RECOMMENDED FOR APPROVAL

KIRK LAGERQUIST, DIRECTOR
GENERAL SERVICES DEPARTMENT

By: _____
Department Head

Dept 063 Fund {FUND} Program {PROGRAM}

Account {ACCT} Project {PROJECT NUMBER}

EXHIBIT A

Invitation for Bids
Gordian Technical Specifications
Construction Task Catalog

GORDIAN TECHNICAL SPECIFICATIONS

CONSTRUCTION TASK CATALOG

Exhibit B

[Contractor's Bid will be inserted here (all Contractor-executed Bidding Forms).]

Exhibit C

Insurance and Indemnification Provisions

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.

Exhibit D

Federal Provisions

EXHIBIT D
Federal Clauses

1. Additional Federal Clauses Applicable for Federal Funding under this Agreement.
(2 CFR § 200.326; 2 CFR Part 200, Appendix II, Required Contract Clauses)

A. REMEDIES FOR NONCOMPLIANCE.

- i. In the event COUNTY determines, at its sole discretion, that CONTRACTOR is not in compliance with the terms and conditions set forth herein, COUNTY may:
 - a. Require payments as reimbursements rather than advance payments;
 - b. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
 - c. Require additional, more detailed financial reports;
 - d. Require additional project monitoring;
 - e. Requiring CONTRACTOR to obtain technical or management assistance; or
 - f. Establish additional prior approvals.

2. EQUAL EMPLOYMENT OPPORTUNITY.

- A. During the performance of this Agreement, CONTRACTOR agrees as follows:
CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency

and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- F. In the event of CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

3. CLEAN AIR ACT.

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. CONTRACTOR agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. FEDERAL WATER POLLUTION CONTROL ACT.

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. CONTRACTOR agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5. DEBARMENT AND SUSPENSION.

A. CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

B. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the California Governor's Office of Emergency Services and COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

C. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

D. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

E. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED).

CONTRACTOR shall file the required certification attached as Exhibit ____, Certification for Contracts, Grants, Loans, and Cooperative Agreement (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended), which is incorporated herein by this reference. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

7. PROCUREMENT OF RECOVERED MATERIALS.

A. In the performance of this Agreement, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired.

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

B. 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>.

8. CHANGES.

A. Notice. The primary purpose of this clause is to obtain prompt reporting of COUNTY conduct that CONTRACTOR considers to constitute a change to this contract. Except for changes identified as such in writing and signed by COUNTY, the Contractor shall notify the COUNTY in writing promptly, within five (5) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the CONTRACTOR regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state:

- i. The date, nature, and circumstances of the conduct regarded as a change;
- ii. The name, function, and activity of each Government individual and CONTRACTOR official or employee involved in or knowledgeable about such conduct;
- iii. The identification of any documents and the substance of any oral communication involved in such conduct;
- iv. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- v. The particular elements of contract performance for which CONTRACTOR may seek an equitable adjustment under this clause, including:
 - a. What line items have been or may be affected by the alleged change;
 - b. What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - c. To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - d. What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- vi. CONTRACTOR'S estimate of the time by which COUNTY must respond to CONTRACTOR'S notice to minimize cost, delay or disruption of performance.

B. Continued Performance. Following submission of the required notice, CONTRACTOR shall diligently continue performance of this Agreement to the maximum extent possible in accordance with its terms and conditions as construed by the CONTRACTOR.

C. COUNTY Response. COUNTY shall promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, COUNTY shall either:

- i. Confirm that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance;
- ii. Countermand any communication regarded as a change;

- iii. Deny that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance; or
- iv. In the event the Contractor's notice information is inadequate to make a decision, COUNTY will advise CONTRACTOR what additional information is required, and establish the date by which it should be furnished and the date thereafter by which COUNTY will respond.

D. Equitable Adjustments.

- i. If the COUNTY confirms that COUNTY conduct effected a change as alleged by the CONTRACTOR, and the conduct causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Agreement, whether changed or not changed by such conduct, an equitable adjustment shall be made:
 - a. In the contract price or delivery schedule or both; and
 - b. In such other provisions of the Agreement as may be affected.
- ii. The Agreement shall be modified in writing accordingly. The equitable adjustment shall not include increased costs or time extensions for delay resulting from CONTRACTOR's failure to provide notice or to continue performance as provided herein.

9. ACCESS TO RECORDS. The following access to records requirements applies to this Agreement:

- A. CONTRACTOR agrees to provide COUNTY, the California Governor's Office of Emergency Services, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

10. USE OF U.S. DEPARTMENT OF HOMELAND SECURITY (DHS) LOGO.

CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

11. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS.

This is an acknowledgement that FEMA financial assistance will be used to fund this Agreement. CONTRACTOR will only use FEMA funds as authorized herein. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

12. NO OBLIGATION BY FEDERAL GOVERNMENT.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

- 13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.**
CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this Agreement.

14. 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 award. CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at 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.)

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

(Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))

The undersigned CONTRACTOR certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Exhibit E

Form of Job Order



JOB ORDER CONTRACT ("JOC") JOB ORDER

BOARD JOB ORDER CONTRACT #:	JOB ORDER#:	COUNTY PROJECT#:	FEDERAL PROJECT#:	FUND #:
{BC NO.}	{JOA NO. VENDOR ABBREV.}	{COUNTY PROJ NO.}	{FED PROJ NO.}	{FUND}
DEPT.#:	LINE ITEM ACCT.#:	PROGRAM#:	ORGANIZATION UNIT#:	A-C VENDOR #:
063	{LI ACCT}	{PROG}	{ORG UNIT}	{VENDOR NO.}
COUNTY PROJECT TITLE:				
{PROJECT TITLE}				
COUNTY PROJECT SITE:				
{SPECIFY PROJECT SITE BY ADDRESS}				
FUNDING SOURCE(S) AND ATTACHED APPLICABLE STATE AND/OR FEDERAL PROVISIONS:				
{Specify all Federal and State funding sources; attach all applicable Federal Provisions and/or State Provisions to this Job Order}				
CEQA:				
{Specify CEQA compliance steps taken; attach NOE or other applicable documentation evidencing CEQA compliance for this Job Order}				
JOB ORDER START DATE:		JOB ORDER END DATE (NO LATER THAN ONE-YEAR ANNIVERSARY OF EFFECTIVE DATE OF JOC BOARD CONTRACT SPECIFIED ABOVE; COUNTY SHALL NOT PAY FOR WORK PERFORMED AFTER JOB ORDER END DATE):		
01/01/1900		12/3/2025		
CONTRACTOR REPRESENTATIVE:		COUNTY PROJECT MANAGER:	JOB ORDER REQUESTOR:	
{CONT REP}		{PM NAME} (Signed Initials)	{JOA REQUESTOR}	

1. PURPOSE:

This Job Order is entered into pursuant to, and incorporates all of the provisions of, the Board Contract referenced above. This Job Order is not effective, and no Work may be performed or commenced hereunder, until signed by each of Contractor and the Director of the County's General Services Department or his Assistant Director designee.

2. SCOPE OF WORK ("TASKS"): SPECIFY ALL APPLICABLE TASKS FROM THE GORDIAN TASK CATALOG ATTACHED AS PART OF EXHIBIT A OF THE CONTRACT, TOGETHER WITH APPLICABLE UNIT PRICES FOR EACH TASK AS REFLECTED THEREIN; NO NEW CONSTRUCTION; NO CONTRACTOR-PROVIDED DESIGN WORK OR DRAWINGS:

TASK NAME	UNIT PRICE	# OF UNITS	ADJUSTMENT FACTOR	TASK TOTAL

3. JOB ORDER TIMELINE:

TASK NAME	DURATION OR COMPLETION DATE

4. DELIVERABLES AND EXPECTED RESULTS:

5. SUBCONTRACTORS:

In compliance with the provisions of Section 4100-4107 of the Public Contract Code of the State of California, as may be amended from time to time, the undersigned Bidder has set forth below the required information for each subcontractor who will perform Work under the Contract (each a "Subcontractor"):

- (1) the portion (percentage) of Work or labor or rendition of services that each such subcontractor will do;
- (2) a specific description of the portion of the Work to be done;
- (3) the subcontractor's name,
- (4) location of the place of business,
- (5) California Contractors State License Board-issued contractor license number, and
- (6) California Department of Industrial Relations Public Works Registration number.

6. PERFORMANCE CRITERIA:

Completing all Tasks set forth above on time in accordance with the Job Order Timeline, the Construction Task Catalog, and the plans and specifications for such Work set forth in the Gordian Technical Specifications attached to the JOC Board Contract specified above, and within the Maximum Job Order Amount specified below.

Liquidated Damages

If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the County in the amount of ___\$_____ [INSERT AMOUNT] for each calendar day of delay until the work is completed or accepted.

COST:	
THE TOTAL NOT-TO-EXCEED MAXIMUM AGGREGATE AMOUNT PAYABLE BY COUNTY TO CONTRACTOR IN CONNECTION WITH THIS JOB ORDER ("MAXIMUM JOB ORDER AMOUNT") IS:	\$ {DOLLARS AND CENTS}

CONTRACTOR REPRESENTATIVE:		
SIGNATURE	PRINT NAME	DATE

COUNTY GENERAL SERVICES PROJECT MANAGER:		
SIGNATURE	PRINT NAME	

COUNTY GENERAL SERVICES ACCOUNTING MANAGER:		
SIGNATURE	PRINT NAME	DATE

COUNTY GENERAL SERVICES ASSISTANT DIRECTOR (the last signatory to sign after all others have signed this Job Order):		
SIGNATURE	PRINT NAME	DATE

Exhibit F

Form of Change Order



JOB ORDER CONTRACT ("JOC") SUPPLEMENTAL JOB ORDER ("CHANGE ORDER")

BOARD JOB ORDER CONTRACT #:	ORIGINAL JOB ORDER#:	SUPPLEMENTAL JOB ORDER #:	FEDERAL PROJECT#:	FUND #:
{BC NO.}	{JOA NO. VENDOR ABBREV.}	{Supp. JOA NO.}	{FED PROJ NO.}	{FUND}
DEPT.#:	LINE ITEM ACCT.#:	PROGRAM#:	ORGANIZATION UNIT#:	A-C VENDOR #:
063	{LI ACCT}	{PROG}	{ORG UNIT}	{VENDOR NO.}
COUNTY PROJECT TITLE:				
{PROJECT TITLE}				
COUNTY PROJECT SITE:				
{SPECIFY PROJECT SITE BY ADDRESS}				
CHANGES IN FUNDING SOURCE(S) AND ATTACHED APPLICABLE STATE AND/OR FEDERAL PROVISIONS:				
{Specify all changes in Federal and State funding sources since original Job Order and attach all applicable Federal Provisions and/or State Provisions that were not attached to the original Job Order}				
CEQA COMPLIANCE UPDATES:				
{Specify all changes in CEQA compliance steps taken since original Job Order; attach any updated NOE or other applicable documentation}				
JOB ORDER START DATE:		JOB ORDER END DATE (NO LATER THAN ONE-YEAR ANNIVERSARY OF EFFECTIVE DATE OF JOC BOARD CONTRACT SPECIFIED ABOVE; COUNTY SHALL NOT PAY FOR WORK PERFORMED AFTER JOB ORDER END DATE):		
01/01/1900		12/3/2025		
CONTRACTOR REPRESENTATIVE:		COUNTY PROJECT MANAGER:	JOB ORDER REQUESTOR:	
{CONT REP}		{PM NAME} (Signed Initials)	{JOA REQUESTOR}	

7. PURPOSE:

Except as specifically provided herein, all provisions of the Contract and the Original Job Order referenced above remain unchanged and in full force and effect. This Change Order is not effective, and no Work may be performed or commenced hereunder, until signed by each of Contractor and the Director of the County's General Services Department or his Assistant Director designee.

8. CHANGES TO SCOPE OF WORK, IF ANY (SPECIFY ALL APPLICABLE TASKS FROM GORDIAN TASK CATALOG, TOGETHER WITH

APPLICABLE UNIT PRICES FOR EACH TASK; NO NEW CONSTRUCTION; NO CONTRACTOR-PROVIDED DESIGN WORK OR DRAWINGS):

<u>TASK NAME</u>	<u>UNIT PRICE</u>	<u>AMENDED # OF UNITS</u>	<u>ADJUSTMENT FACTOR</u>	<u>AMENDED TASK TOTAL</u>

9. CHANGES TO JOB ORDER TIMELINE, IF ANY:

<u>TASK NAME</u>	<u>DURATION OR COMPLETION DATE</u>

10. CHANGES TO DELIVERABLES OR EXPECTED RESULTS, IF ANY:

11. CHANGES TO SUBCONTRACTORS, IF ANY:

12. PERFORMANCE CRITERIA:

1. Completing all Tasks in the Original Job Order, modified as set forth above, on time in accordance with the Job Order Timeline, modified as set forth above, and the plans and specifications for such Work set forth in the Gordian Technical Specifications attached to the JOC Board Contract specified above, and within the Maximum Job Order Amount specified below.

Liquidated Damages

If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the County in the amount of ___\$_____ [INSERT AMOUNT] for each calendar day of delay until the work is completed or accepted.

COST:

A .	ORIGINAL JOB ORDER AMOUNT:	\$ {DOLLARS AND CENTS}
B .	THE TOTAL AMOUNT OF THIS SUPPLEMENTAL JOB ORDER IS (MAY BE A NEGATIVE NUMBER IF A DECREASE IN UNITS, TASKS, OR UNIT PRICES FROM ORIGINAL JOB ORDER):	\$ {DOLLARS AND CENTS}
C .	THE TOTAL NOT-TO-EXCEED MAXIMUM AGGREGATE AMOUNT PAYABLE BY COUNTY TO CONTRACTOR IN CONNECTION WITH THE ORIGINAL JOB ORDER AND THIS SUPPLEMENTAL JOB ORDER (“MAXIMUM JOB ORDER AMOUNT”) IS:	\$ {DOLLARS AND CENTS}

CONTRACTOR REPRESENTATIVE:		
SIGNATURE	PRINT NAME	DATE

COUNTY GENERAL SERVICES PROJECT MANAGER:		
SIGNATURE	PRINT NAME	
COUNTY GENERAL SERVICES ACCOUNTING MANAGER:		
SIGNATURE	PRINT NAME	DATE
COUNTY GENERAL SERVICES ASSISTANT DIRECTOR (the last signatory to sign after all others have signed this Change Order):		
SIGNATURE	PRINT NAME	DATE

EXHIBIT B

Pre-Bid Questions Submitted and Responded in Public Purchase

Questions for Bid RFP #25001-JOC General Contractors - GS Capital Project: General Building Construction Job Order Contract Project 25001-JOC (2025-2026)

Question #1

We cannot locate the Factor Pages for bid. Please advise.

Nov 18, 2025 2:45:01 PM PST
By: [Newton Construction - Ncm3260](#)

Answers

The adjustment factor sheets will be added as addendum

Nov 22, 2025 11:28:32 AM PST
By: [DContreras](#)

[Answer](#)
[Reject](#)

Question #2

When will the Factor Page for the Bid be Posted?

Dec 1, 2025 10:35:12 AM PST
By: [Normile Construction - MEAvilaCon](#)

[Answer](#)
[Reject](#)
[Ask a Question](#)
[View Bid](#)

EXHIBIT C

Gordian's JOC 2025 Program Presentation PowerPoint



County of Santa Barbara Job Order Contracting (JOC) 25001-JOC Pre-Bid Meeting

JOC 2025-2026

November 21, 2025, at 10 am

GORDIAN®

Agenda

- **Kickoff and Introduction – Agency Staff**
- **Qualification Submission and Details – Agency Staff**
- **Job Order Contracting (JOC) Process – Gordian**
- **Understanding the Construction Task Catalog® (CTC) –Gordian**
- **Submission Reminders – Agency Staff**
- **Questions**

Agency Staff and Gordian Support Team

Agency Name

Responsible for the development, oversight, and administration of the County of Santa Barbara JOC Program.

- **Daniel Contreras**, *Capital Division Manager*
- **Diana Estorga**, *Capital Division Chief*
- **John Green**, *Assistant Director*
- **Kirk Langerquist**, *General Services Director*

Gordian Program Support

Responsible for all aspects of JOC program Implementation at Gordian and in support of County of Santa Barbara.

- **Randy Horn**, *Customer Engagement*
- **Mary-Neil Jackson**, *Senior Manager, Contractor Engagement*
- **Mariel Taylor**, *Contractor Outreach Specialist*
- **Shonna Ybarra**, *Program Development Manager*

Gordian Operations Team

Responsible for the local Account Management staff who will conduct training for County of Santa Barbara and Contractor staff, assist in the procurement of individual projects and management of the County of Santa Barbara JOC Program.

- **Mike Morales**, *Construction Account Manager*
- **Mark Persico**, *Customer Relationship Manager*
- **Maria Martinez**, *Regional Director*

Solicitation Schedule

Event	Date
Mandatory Prebid Conference	11/21/25 10:00 AM
Questions Deadline	12/1/25
Bid Submission Deadline	12/5/25 3:00 PM
Bid Opening Location	Virtual



Job Order Contracting (JOC)

Overview

Job Order Contracting (JOC)

Definition

- Indefinite delivery/indefinite quantity process (IDIQ)
- Enables owners to complete a substantial number of individual projects with a **single, competitively-awarded bid**
- Construction tasks are based on **preset costs in Gordian's Unit Price Book (UPB), the Construction Task Catalog®**
- Contractors bid an Adjustment Factor to be applied to **CTC**, resulting in on-call contract.

Value

- Saves time and administrative costs on construction procurement
- Fundamentally different construction procurement relationship
 - Collaborative relationship between Owner and Contractor
 - Allows Owners and Contractors to expedite work
 - Contractors and Owners build lasting partnerships
 - Provides transparency and auditability

How Job Order Contracting Works

Part 1 Bidding the Umbrella Job Order Contract

Owner
Advertises
Job Order
Contract



Contractors
Submit
Bids



Owner
Awards
Umbrella
Job Order
Contracting
Contract

Part 2 Procuring Individual Projects from Owner

Owner
Project A

Owner
Project B

Owner
Project C

Subcontracting
Opportunities

Subcontracting
Opportunities

Subcontracting
Opportunities

Most Successful JOC Project Types



Maintenance



Repairs



Renovations



Replacement
in-kind



Emergency
work



Time sensitive
projects



Alterations

5 Step Job Order Process

Joint Scope Meeting

Gordian schedules a meeting at the site for those involved to discuss project and design details.



Detailed Scope of Work

Gordian helps the owner prepare a Detailed Scope of Work that describes the work the contractor will perform.



Price Proposal

The contractor prepares a Price Proposal by selecting the appropriate tasks from Gordian's Construction Task Catalog® (CTC).



Price Proposal Review

Gordian reviews the Price Proposal to ensure the contractor has selected the appropriate tasks and quantities.



Job Order Issued

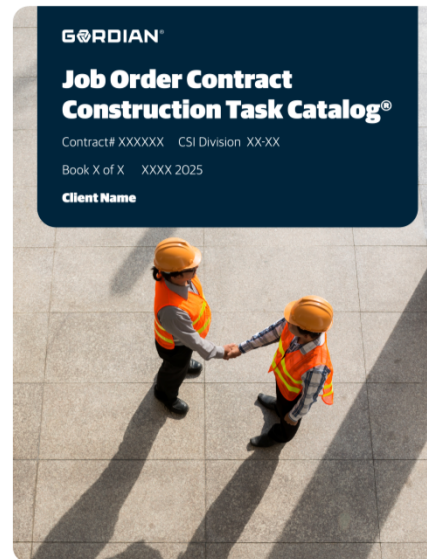
Once the Price Proposal is approved, the owner issues a purchase order for the contractor to proceed.

The Contract Documents

The background of the slide is a solid dark navy blue. On the right side, there are several overlapping, semi-transparent geometric shapes in a lighter shade of blue. These shapes include triangles and polygons of various sizes, some pointing towards the left and others towards the right, creating a dynamic, layered effect.

Understanding the Contract Documents

- Front End Documents
- The Construction Task Catalog®
- The Technical Specifications



SECTION 09 22 16 13 - NON-STRUCTURAL METAL FRAMING

1.1 GENERAL

A. Description Of Work

1. This specification covers the furnishing and installation of materials for non-load bearing steel framing. Products shall be as follows or as directed by the Owner. Installation procedures shall be in accordance with the product manufacturer's recommendations. Demolition and removal of materials shall be as required to support the work.

B. Summary

1. This Section includes non-load-bearing steel framing members for the following applications:
 - a. Interior framing systems (e.g., supports for partition walls, framed soffits, furring, etc.).
 - b. Interior suspension systems (e.g., supports for ceilings, suspended soffits, etc.).

C. Submittals

1. Product Data: For each type of product indicated.
2. LEED Submittal:
 - a. Product Data for Credit MR 4.1 and Credit MR 4.2, **as directed**: For products having recycled content, documentation indicating percentages by weight of postconsumer and preconsumer recycled content.
 - 1) Include statement indicating costs for each product having recycled content.

D. Quality Assurance

1. Fire-Test-Response Characteristics: For fire-resistance-rated assemblies that incorporate non-load-bearing steel framing, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.
2. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

Front End Documents

- **Section 1:** General Information and Instructions
- **Section 2:** Instructions to Contractors Submitting Qualifications
- **Section 3:** Contractor Proposal
- **Section 4:** Evaluation and Award
- **Section 5:** General Terms and Conditions



General Rules of the Construction Task Catalog® (CTC):

Unit Prices:

Are for complete and in-place construction.

Include the cost of delivery to project site, unloading, storage and handling.
Delivery height is up to two stories.

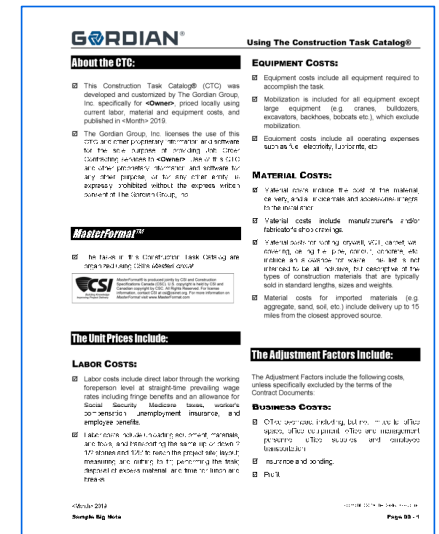
Include sealant and caulk for tasks such as windows, doors, frames, countertops, etc.

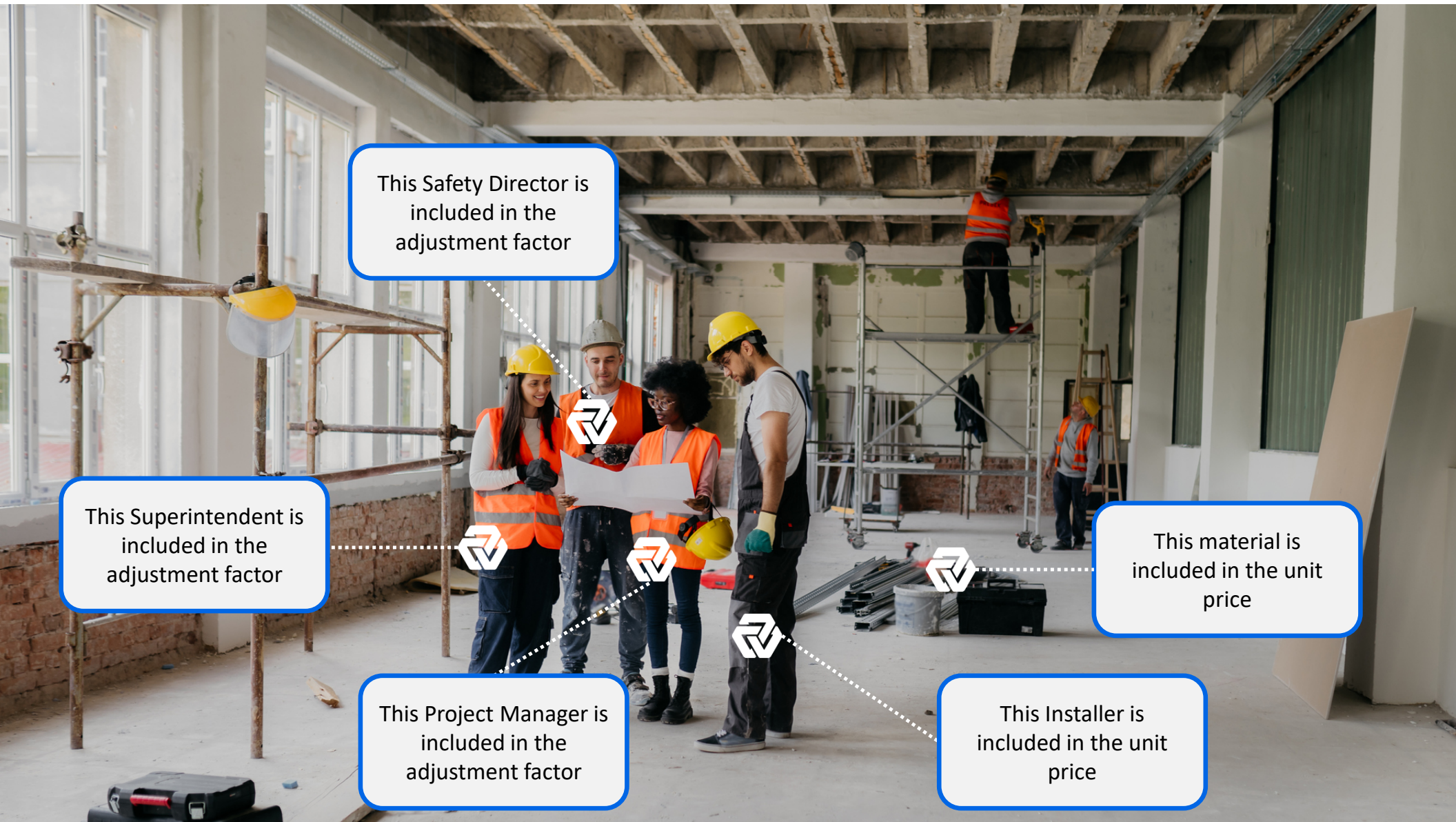
Include labor, material and equipment.
Do not add labor to repointing task.

Include testing, calibration, balancing, etc., for new work.

Include all fasteners, bolts, anchors, adhesives, etc., for new work.

Using the CTC





This Safety Director is included in the adjustment factor

This Superintendent is included in the adjustment factor

This Project Manager is included in the adjustment factor

This material is included in the unit price

This Installer is included in the unit price

General Rules of the Construction Task Catalog® (CTC):

**Demo price
includes loading
into truck or
dumpster.**

**If item demolished
as part of different
task, it will not be
paid for
separately.**

**Contractors are
paid for installed
quantities only.
Waste is included
in unit price.**

**Dumpsters are a
separate task.**

**Assembly prices
take precedence
over component
pricing**

**14' working height
for all work except
masonry.**

**4' working height
for masonry.**



This equipment is included in the unit price

This waste is included in the unit price



General Rules of the Construction Task Catalog® (CTC):

Contractors Do Not Get Paid Separately For the Following:

**Moving and
returning furniture
occupying less than
55% of floor area.**

*Example: moving
classroom furniture to
paint*

**Labor for protecting
work in place.**

*Example: a laborer to stay
after a concrete pour*

**Minor barricades
and signage.**

**Portable toilet, field
office or field office
equipment for
contractor's use.**

**Layout and site
engineering for the
work itself.**

A photograph of a construction site on a rooftop. Two workers in high-visibility vests and hard hats are installing large white solar panels. The worker on the left is wearing a white hard hat and a yellow vest, while the worker on the right is wearing a blue hard hat and a yellow vest. They are surrounded by construction materials, including wooden framing, rebar, and a red ladder. In the background, there are other buildings and a clear sky. Two callout boxes with blue borders and white text are overlaid on the image. The first callout box, located in the upper left, points to the solar panels with a dotted line and contains the text "This material is included in the unit price". The second callout box, located in the lower right, points to the worker on the right with a dotted line and contains the text "This Installer is included in the unit price".

This material is
included in the unit
price

This Installer is
included in the unit
price

General Rules of the Construction Task Catalog® (CTC):

Contractors Do Not Get Paid Separately For the Following:

**Insurance and
bonds.**

**Cost of financing the
work.**

**Cost Preparation and
modification of
sketches, drawings,
submittals, as-built
drawings and other
project records.**

**Gang boxes and
storage containers
for contractor's
tools, equipment
and materials.**

**All taxes for which a
waiver is not
available, including
material sales tax
and equipment
rental.**

**Subcontractor's
overhead and profit.**



The contractor trailer is included in the adjustment factor

These employees are included in the unit price

Construction Task Catalog®

CSI MasterFormat

Full task description

Cost includes labor, material and equipment for your location

09 22 16

Non-Structural Metal Framing (09 22)

Note: Includes all necessary framing studs, bridging, fasteners necessary to attach to floors, walls, ceilings and a metal stiffener at half height. Per SF of wall area measures one side. Do not deduct for openings of less than 25 SF when calculating total wall square footage.

09 22 16 00-0004	SF 3-5/8" Width, 25 Gauge, Non Load Bearing, Non Structural Metal Framing Stud With Tracks And Runners, 16" On Center.....	1.67	0.34
	<i>For Walls > 10' High, Add</i>	0.33	
	<i>For Soffit, Columns Or Beams Up To 10' High, Add</i>	0.86	
	<i>For Soffit, Columns Or Beams > 10' High, Add</i>	1.11	
	<i>For Horizontal Installation Up To 10' High, Add</i>	0.30	
	<i>For Horizontal Installation > 10' High, Add</i>	0.38	
	<i>For Curved Wall, Add</i>	0.26	
	<i>For 12" On Center, Add</i>	0.29	
	<i>For 24" On Center, Deduct</i>	-0.29	
	<i>For Up To 200, Add</i>	0.51	
	<i>For > 200 To 500, Add</i>	0.25	

Modifiers for variations or quantity discounts

Demolition cost (if applicable)

Adjustment Factors

“This is how much I need to be paid for these tasks to be profitable.”

A multiplier applied to the construction task in the CTC.

	Unit Price	x	Quantity	x	Adjustment Factor	=	Total for Task
+	Unit Price	x	Quantity	x	Adjustment Factor	=	Total for Task
+	Unit Price	x	Quantity	x	Adjustment Factor	=	Total for Task
							Total Job Order Price

Adjustment Factors

Adjustment Factors for:

NORMAL
WORKING
HOURS
(General or
Court Facility-
North County)

OTHER THAN
NORMAL
WORKING
HOURS
(General or
Court Facility-
North County)

NORMAL
WORKING
HOURS
(General or
Court Facility-
South County)

OTHER THAN
NORMAL
WORKING
HOURS
(General or
Court Facility-
South County)

NORMAL
WORKING
HOURS
(Detention
Facility -North
County)

OTHER THAN
NORMAL
WORKING
HOURS
(Detention
Facility- North
County)

NORMAL
WORKING
HOURS
(Detention
Facility-South
County)

OTHER THAN
NORMAL
WORKING
HOURS
(Detention
Facility- South
County)

Remember:

- ✓ Adjustment factors apply to all tasks in the Construction Task Catalog®.
- ✓ Awards will be based on your combined Adjustment Factor.
- ✓ The ***Other Than Normal Working Hours*** Adjustment Factor **must be equal to or greater than** the ***Normal Working Hours*** Adjustment Factor.

Calculating Adjustment Factors

What You Need

- **Historical scope of work and final project proposals**
- **Construction Task Catalog (provided in the solicitation documents)**
- **Overhead costs, including project-related costs**
- **Desired profit margin**

How to Calculate

- **Calculate final cost of historical project.**
- **Add overhead and profit.**
- **Price historical project from CTC using scope of work.**
- **Divide subtotal (historical project, overhead and profit) by direct cost of work from CTC.**

Calculating Adjustment Factors Example: **Office Reno**

Partition Walls

- Demo existing walls back to the metal studs
- Install new walls with an STC rating no less than 47

Doors

- Demo existing door
- Install 3'6"x7' Door and new hardware

Ceiling

- Demo existing 2"x4" suspended ceiling
- Install new 2'x4" suspended ceiling

Flooring

- Demo existing flooring
- Install seamless flooring and rubber base

Scan the QR code
to see a sample
proposal



Calculating Adjustment Factors Example:

Direct Cost vs. CTC

Direct Cost of Work from Quotes or Estimates

Doors	\$6,240.00
Partition Walls	\$26,567.00
Ceiling	\$16,598.00
Flooring	\$16,987.00

Total = \$66,392.00

Direct Cost of Work from CTC

Doors	\$5,912.59
Partition Walls	\$27,456.62
Ceiling	\$17,964.49
Flooring	\$17,263.79

Total = \$68,597.95

Calculating Adjustment Factors Example:

Total Proposed Cost

A.	Direct Cost of Work From Historical Projects	\$66,392.00
B.	Overhead (10%)*	\$6,639.20
C.	Subtotal (Cost From Historical + Overhead)	\$73,031.20
D.	Profit (10%)*	\$7,303.12
E.	Subtotal (Cost From Historical + Overhead + Profit)	\$80,334.32
F.	Direct Cost of Work From CTC	\$68,597.50
Adjustment Factor (E / F)		1.1711

***Sample Only – Contractors to Determine Appropriate Overhead and Profit**

Tip: Consider the CTC as the starting point at 1.000

Recommendation: Prepare this calculation for more than one sample project

The Contract Documents: Non Pre-Priced Tasks

- Contractor must have permission from Santa Barbara County to use a Non Pre-Priced Task prior to submission
 - Three (3) Quotes on vendors' or subcontractors' letterhead or Justification for less than three (3) Quotes
 - Contractor is paid the amount in the following formula:
 - Contractor Performed Duties:
 - A = The number of hours for each labor classification and hourly rates
 - B = Equipment costs (other than small tools)
 - C = The lowest value of the three independent quotes for all materials
 - Total Cost for contractor-performed work = $(A+B+C) \times \text{General Facilities Normal Hours Adjustment Factor}$
(Only if A & B cannot be priced out of the CTC)
 - For Work performed by Subcontractors:
 - D = Subcontractor Costs (representative of the lowest cost of the three quotes)
 - Total Costs of Non-Pre-Priced Task = $D \times \text{General Facilities Normal Working Hours Adjustment Factor}$
-

JOC Program Benefits for Contractors



One bid response



Transparent process



Project volume driven by performance



Paid a unit price for every task performed



Ability to value engineer and collaborate



Increased bond capacity

Slide 29

LF1 Move this to the end of the presentation
Fields, Lauren, 2025-07-07T20:14:44.593

LF1 0 Right before service fee
Fields, Lauren, 2025-07-07T20:16:01.323

JOC System Service Fee Information

Each awarded Contractor is required to pay a 1% JOC System License Fee on each Job Order.

- Consider as an Overhead cost
- Not itemized separately on Price Proposals
- 1% of the Job Order Price

This fee provides awarded Contractor with ongoing support from the Gordian team, including:

- ✓ Access to JOC Information Management System (JOC IMS), Construction Task Catalog® and other proprietary materials.
 - Most advanced cloud-based JOC technology and database in the marketplace
 - Project milestone price proposal tracking
 - Instant access to Tasks and prices; No need to search through old files and estimating books for costs
- ✓ JOC best practices and process training
- ✓ JOC IMS Software training
- ✓ Technical software support
- ✓ Enablement, training and marketing materials

Submission Reminders

The background of the slide is a solid dark navy blue. On the right side, there are several overlapping, semi-transparent light blue geometric shapes. These shapes include large triangles and polygons, some of which are nested or layered, creating a sense of depth and modern design. The overall aesthetic is clean and professional.

Bid Submission Reminder



Please ensure your attendance of today's meeting is documented.



All questions concerning this solicitation must be received via Public Purchase.

Submit Bid Submission: Public Purchase



- **Direct Questions:**

- Public Purchase
- On or before December 01, 2025, at 3:00PM



- **Submissions due:**

- Public Purchase
- Friday December 05, 2025, at 3:00PM



Thank you!
Questions?



Addendum 003
COUNTY OF SANTA BARBARA
GS Capital Project: General Building Construction Job Order Contract
Project No. 25001-JOC (2025-2026)

County of Santa Barbara,
General Services Department
Capital Projects
260 N. San Antonio Road
Santa Barbara, California, CA 93101

December 03, 2025

To: All Prospective Bidders

From: County of Santa Barbara General Services Department- Capital Projects Division

GENERAL

This Addendum and all attachments mentioned herein are hereby made a part of the Bid Package to the same extent as though they were originally included therein; all other conditions shall remain the same.

ADDENDUM 003 ITEMS:

Item 1- IFP Package

- Reference Exhibit A: Bidder's Bond (Pages 20–21). This addendum corrects the date and time for bid submission and **replaces only pages 20–21** of Addendum 002 IFB..

Item 2- Response to Pre-Bid Questions Submitted in Public Purchase

- Reference Exhibit B

Responding contractors shall acknowledge receipt of this addendum.

END OF ADDENDUM

EXHIBIT A

25001-JOC General Contractors IFB
Bidder's Bond Form

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal, and _____ as Surety (hereinafter referred to as Surety), are held firmly bound unto the County of Santa Barbara, State of California (hereinafter called "Owner" or "COUNTY") in the penal sum of \$25,000.00, submitted by said Principal to Owner for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. Surety shall be and hereby warrants that it is listed in the Insurance Organizations Authorized by the Insurance Commissioner to Transact Business of Insurance in the State of California, published by the Department of Insurance, State of California or successor publications. In no case shall the liability of the Surety hereunder exceed the sum of _____ DOLLARS (\$ _____). The condition of this obligation is such that a bid to Owner for certain construction specifically described as follows:

COUNTY OF SANTA BARBARA
General Building Construction Job Order Contract 2024-2025
Project No. 24000-JOC

for which bids are due on Friday, December 5th at 3:00 P.M. has been submitted by Principal to Owner.

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period therein after the opening of the same, or, if no period be specified within sixty (60) days after said opening and shall within the period specified therefore, or, if no period be specified, within eight (8) days after the prescribed forms are presented to him for signature, enter into a written Contract with Owner, in the prescribed form, in accordance with the bid as accepted, and file the two Bonds with Owner, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall remain in full force, virtue and affect.

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

It is hereby agreed that any progress payment made after the scheduled completion date will not constitute a waiver of any liquidated damages heretofore agreed upon.

In the event suit is brought upon said Bond by Owner and judgment is recovered, the Surety shall pay all costs incurred by Owner in such suit, including a reasonable attorney's fee to be fixed by the Court.

Death, Bankruptcy, Receivership, Going Out of Business for any reason, or incompetence of the Principal shall not relieve the Surety of its obligations hereunder.

Name of Principal _____

Dated _____ (Seal)

Signature of Principal _____

Name of Surety _____

Address _____

City, State & Zip _____

Dated _____ (Seal)

Signature of Principal _____

Signature of Surety's Attorney-in-fact _____

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

Name of Agent _____

Address _____

City, State & Zip _____

Telephone Number _____

FAX Number _____

NOTE: Signatures of those executing for Surety MUST be properly acknowledged. This form may be reproduced for transmittal to the Surety for execution and attached to the front of the original Bid Bond Form.

EXHIBIT B

Pre-Bid Questions Submitted and Responded in Public Purchase

Questions for Bid RFP #25001-JOC General Contractors - GS Capital Project: General Building Construction Job Order Contract Project 25001-JOC (2025-2026)

Question #1

We cannot locate the Factor Pages for bid. Please advise.

Nov 18, 2025 2:45:01 PM PST
By: [Newton Construction](#) - Ncm3260

Answers

The adjustment factor sheets will be added as addendum

Nov 22, 2025 11:28:32 AM PST
By: DContreras

[Answer](#)[Reject](#)

Question #2

When will the Factor Page for the Bid be Posted?

Dec 1, 2025 10:35:12 AM PST
By: [Normile Construction](#) - MEAvilaCon

Answers

yes, under addendum 002

Dec 3, 2025 12:51:37 PM PST
By: DContreras

[Answer](#)[Reject](#)

Question #3

There is no document with Addendum 1 on it, but we do see Addendum 2. Please advise.

Dec 1, 2025 3:52:10 PM PST
By: [Newton Construction](#) - Ncm3260

Answers

Addendum 1 reflects the internal update in Public Purchase changing the pre-bid meeting status from mandatory to non-mandatory.

Dec 2, 2025 8:16:40 AM PST
By: DContreras

[Answer](#)[Reject](#)

Question #4

Can this bid date be changed to 12/12/25?

Dec 3, 2025 9:59:24 AM PST
By: [Schock Contracting Corporation](#) - Schockcorp

Answers

No

Dec 3, 2025 10:00:49 AM PST
By: DContreras

[Answer](#)[Reject](#)

Question #5

The bid bond form in Addendum #2 has an incorrect date but the original issued prior to the addendum has the correct date. Can we use the original bid bond with the correct date?

Dec 3, 2025 12:20:41 PM PST
By: [Schock Contracting Corporation](#) - Schockcorp

Answers

I will make the correction for that sheet and uploaded for everyone's use.

Dec 3, 2025 12:38:06 PM PST
By: DContreras

Answer

Reject

Ask a Question

View Bid

Customer Support: agencysupport@publicpurchase.com | Copyright 1999-2025 © | The Public Group, LLC. All rights reserved.

The Public | GroupTM

GORDIAN TECHNICAL SPECIFICATIONS

Provided via Public Purchase

CONSTRUCTION TASK CATALOG

Provided via Public Purchase

Exhibit B

Contractor-executed Bidding Forms

BID FORM

1. Pursuant to and in compliance with the Invitation for Bids and the Contract Documents relating to the:

COUNTY OF SANTA BARBARA
General Building Construction Job Order Contract 2025-2026
Project No. 25001-JOC GC
Bid Due Date: Friday December 05, 2025, at 3:00PM

including Addendum No(s). 1, 2, 3, , , , the undersigned Bidder, having become thoroughly familiar with the terms and conditions of the Invitation for Bids, including all of the Contract Documents, and with local conditions affecting the performance and the costs of the Work in the County of Santa Barbara, hereby proposes and agrees to fully perform the Work of each Job Order under the Contract within the time stated therein, and in strict accordance with the Contract Documents, including the furnishing of any and all labor, materials, tools, expendable equipment and utility and transportation services necessary to fully perform the Work and complete it in a workmanlike manner, for compensation in accordance with the Unit Prices set forth in the Construction Task Catalog adjusted in multiplied by the Adjustment Factors set forth below in this Bid Form.

2. The Bidder shall set forth the Adjustment Factors for this Bid in legible figures in the respective spaces provided below. Specify each amount in the "Adjustment Factor Bid" and "Total" columns for each of Rows 1 through 8, and the Award Criteria Figure in Row 9, to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward). The Other Than Normal Working Hours Adjustment Factors must be greater than or equal to the corresponding Normal Working Hours Adjustment Factors. Failure to submit all Adjustment Factors, and in a legible manner in the spaces provided for same below, will result in this Bid being deemed non-responsive.
3. The weighted multipliers are only for the purpose of calculating an Award Criteria Figure, and do not indicate any assurance by the COUNTY regarding the amount or proportion of Work that may be ordered under the Contract. The Award Criteria Figure is only used for the purpose of determining the lowest Bid(s), and shall not be used in any calculations for Job Orders or Change Orders under the Contract..
4. It is understood that the COUNTY reserves the right to reject this Bid if COUNTY deems it to be nonresponsive or Bidder to not be responsible, and that it shall remain open and not be withdrawn for a period of sixty (60) calendar days from the date prescribed in the Invitation for Bids for its opening.
5. If the undersigned Bidder becomes the CONTRACTOR under the Contract, CONTRACTOR shall utilize the applicable Adjustment Factor(s) set forth below to calculate each Job Order Price Quote under the Contract.
6. It is understood and agreed that if written notice of the acceptance of this Bid is mailed or delivered personally to the undersigned Bidder within thirty (30) calendar days after the opening of the Bid, or at any time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver all of the Contract Documents to the COUNTY in accordance with the Bid as accepted, and will also furnish and deliver to the COUNTY the Payment Bond required under the provisions of California Civil Code Section 3247 through 3252, and the Performance Bond as required under the provisions of the California Government Code and/or California Public Contract Code, all within fourteen (14) calendar days after personal delivery or deposit in the mail, or

delivery via Public Purchase, as the case may be, of the Notification of Intent to Award. All Work under the Contract, including all Job Orders issued thereunder, shall be completed within **365 calendar** days after the Effective Date of the Contract. Notice of acceptance or request for additional information may be addressed to the undersigned Bidder at the business address set forth below.

7. The undersigned Bidder hereby certifies and warrants that: none of this Bid or any other submittal of the undersigned Bidder are made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, corporation, or other entity; this Bid is genuine, and not collusive or sham; the undersigned Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding; the undersigned Bidder has not directly or indirectly sought by agreement, communication or conference with anyone to fix such Bidder's Bid price or the Bid price of any other Bidder or to fix any overhead, profit or cost element of such Bid price or of that of any other Bidder or to secure any advantage against the COUNTY of anyone interested in the proposed Contract(s). The undersigned Bidder hereby further certifies and warrants that all statements contained in this Bid are true; and the undersigned Bidder has not, directly or indirectly, submitted such Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and Bidder will not pay, any fee to any corporation, partnership, company association, organization, Bid Depository, or any other entity, or to any member or agent thereof, to effectuate a collusive or sham Bid. The undersigned Bidder declares under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.
8. Wherever in this Bid, or any Job Order Quote or Job Order, an amount is stated in both words and figures, in case of discrepancy between words and figures, the words shall prevail. If all or any portion of a Job Order is required to be given in unit prices and totals and a discrepancy exists between any such Unit Prices and totals set forth in such Job Order Quote or Job Order, the Unit Prices shall prevail. In the event of any inconsistency or conflict between the Unit Price set forth for a Task in any Job Order Quote or Job Order, and the Unit Price for such Task set forth in the Construction Task Catalog, the Unit Price set forth for such Task in the Construction Task Catalog shall control and prevail.
9. In accordance with the provisions of Sections 1860 and 1861 of the California Labor Code, every CONTRACTOR will be required to secure the payment of compensation of his or her employees. Each CONTRACTOR to whom a public works contract is awarded shall sign the following certification prior to performing the work of the Contract: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
10. Protests of any bid(s) received must be in writing, must specify all grounds for such protest, and must be filed within ten working days after the opening of Bids.

	Adjustment Factor Name	Adjustment Factor Bid	X Multiplier (% weight)	= Total
1.	Adjustment Factor for Normal Working Hours for General or Court Facility Projects located in North County (Monday through Friday 7:00 am to 4:00 pm except County holidays)	<u>1.1200</u>	X 0.25	= <u>0.2800</u>
2.	Adjustment Factor for Other Than Normal Working Hours for General or Court Facility Projects located in North County (Monday through Friday 4:00 pm to 7:00 am and all-day Saturday, Sunday and County holidays)	<u>1.1500</u>	X 0.10	= <u>0.1150</u>
3.	Adjustment Factor for Normal Working Hours for General or Court Facility Projects located in South County (Monday through Friday 7:00 am to 4:00 pm except County holidays)	<u>1.1200</u>	X 0.25	= <u>0.2800</u>
4.	Adjustment Factor for Other Than Normal Working Hours for General or Court Facility Projects located in South County (Monday through Friday 4:00 pm to 7:00 am and all day Saturday, Sunday and County holidays)	<u>1.1500</u>	X 0.10	= <u>0.1150</u>
5.	Adjustment Factor for Normal Working Hours for Detention Facility Project located in North County (Monday through Friday 7:00 am to 4:00 pm except County holidays)	<u>1.1800</u>	X 0.05	= <u>0.0590</u>
6.	Adjustment Factor for Other Than Normal Working Hours for Detention Facility Projects located in North County (Monday through Friday 4:00 pm to 7:00 am and all day Saturday, Sunday and County holidays)	<u>1.2000</u>	X 0.05	= <u>0.0600</u>
7.	Adjustment Factor for Normal Working Hours for Detention Facility Projects located in South County (Monday through Friday 7:00 am to 4:00 pm except County holidays)	<u>1.1800</u>	X 0.15	= <u>0.1770</u>
8.	Adjustment Factor for Other Than Normal Working Hours for Detention Facility Projects located in South County (Monday through Friday 4:00 pm to 7:00 am and all day Saturday, Sunday and County holidays)	<u>1.2000</u>	X 0.05	= <u>0.0600</u>

9.	Add all the Total amounts in the right column. The Sum of these Total amounts is the Award Criteria Figure.	= <u>1.1460</u>
----	---	------------------------

BIDDER

Newton Construction & Management, Inc.
Entity Name

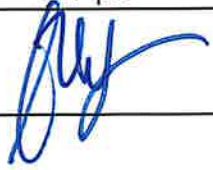
IRS No.: 77-0587115

2436 Broad Street
Street Address

License Classification(s): 783608

San Luis Obispo
City

Phone Number: 805-544-5583

BY: 
Signature

Eric Newton, President
Printed Name, Title of signatory

DESIGNATION OF SUBCONTRACTORS

The undersigned Bidder agrees that, if this Bid is accepted, such Bidder will enter into the Contract with the County of Santa Barbara (as "Contractor") to do all work and furnish all labor, materials, machinery, tools and apparatus necessary to completely perform all Work and Tasks under each Job Orders entered into between Contractor and COUNTY thereunder in the manner and time prescribed by such Contract.

COUNTY OF SANTA BARBARA
General Building Construction Job Order Contract 2025-2026
Project No. 25001-JOC GC
Bid Due Date: Friday December 05, 2025, at 3:00PM

In compliance with the provisions of Section 4100-4107 of the Public Contract Code of the State of California, as may be amended from time to time, the undersigned Bidder has set forth below the required information for each subcontractor who will perform Work under the Contract (each a "Subcontractor"):

- (1) the portion (percentage) of Work or labor or rendition of services that each such subcontractor will do;
- (2) a specific description of the portion of the Work to be done;
- (3) the subcontractor's name,
- (4) location of the place of business,
- (5) California Contractors State License Board-issued contractor license number, and
- (6) California Department of Industrial Relations Public Works Registration number.

TBD

BIDDER: Newton Construction & Management, Inc.

BY:


Name: Eric Newton
Title: President

NOTE: This form may be reproduced and attached behind this page to list more Subcontractors.

NONCOLLUSION AFFIDAVIT

In accordance with Public Contract Code § 7106, the undersigned, Eric Newton
(Bidder's signatory's full name)

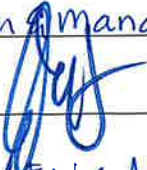
being first duly sworn, deposes and says that the undersigned is President
(Signatory's title)

of Newton Construction & Management, Inc.
(Bidder's entity name)

the party making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed Contract; that all statements contained in the Bid are true; and further, that the Bidder has not, directly or indirectly, submitted the Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, entity, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that such signatory has full power to execute, is duly authorized by such Bidder to execute, and does execute, this declaration on behalf of such Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNATURE BLOCK (<i>Signature Block must be completed in ink & changes must be initialed.</i>)	
Bidder: <u>Newton Construction Management Inc.</u>	
Bidder's Signature: 	Date: <u>11/18/25</u>
Signatory's Name & Title (Print): <u>Eric Newton, President</u>	
At CITY: <u>San Luis Obispo</u>	STATE: <u>CA</u>

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Luis Obispo

Subscribed and sworn to (or affirmed) before me on this 18
day of November, 2025, by Eric Newton

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature 
Lacey Nowak
notary public

CERTIFICATE OF COMPLIANCE

This is to certify that all requirements for insurance of Subcontractors as specified in the Form of Agreement will be met.

Newton Construction & Management, Inc.

Bidder (entity name)

12/2/25

Dated

Signature of duly authorized representative

Eric Newton, President

Printed Name, Title of Signatory

2436 Broad Street

Address

San Luis Obispo CA 93401

City, State & Zip

BIDDER'S STATEMENTS

REGARDING INSURANCE COVERAGE:

Bidder hereby certifies that Bidder has reviewed the insurance coverage requirements specified in the Contract Forms. Should Bidder be awarded the Contract, Bidder further certifies that Bidder can meet all the Contract requirements for insurance including insurance coverage of Bidder's subcontractors.

REGARDING PUBLIC CONTRACT CODE SECTION 10232:

In accordance with Public Contract Code Section 10232, the Bidder hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against such Bidder within the immediately preceding two-year period because of the Bidder's failure to comply with an order of a Federal Court which orders such Bidder to comply with an order of the National Labor Relations Board.

REGARDING PUBLIC CONTRACT CODE SECTION 10162:

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing, a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No X

(If the answer is yes, explain the circumstances on a separate sheet of paper and attach to this bid)

12/2/25
Date

Newton Construction & Management, Inc.
Bidder (entity name)

Signature



Eric Newton, President

Printed Name, Title of Signatory

2436 Broad Street

Bidder Address

San Luis Obispo CA 93401

City, State & Zip

ANTI-FRAUD CERTIFICATION

COUNTY OF SANTA BARBARA
General Building Construction Job Order Contract 2025-2026
Project No. 25001-JOC GC
Bid Due Date: Friday December 05, 2025, at 3:00PM

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Bidder hereby declares under penalty of perjury that the bidder **has** __, **has not** X, been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or Trustees of the California State University.

The term "Bidder" is understood to include Bidder and all of Bidder's partners, members, officers, directors, responsible managing officers, and responsible managing employees, as referred to in Public Contract Code Section 10285.1.

NOTE: The Bidder must place a check mark after "has" or "has not" in one of the blank spaces provided above.

12/2/25
Date

Newton Construction & Management, Inc.
Bidder (entity name)

Signature

Eric Newton, President
Printed Name, Title of Signatory

2436 Broad Street
Address

San Luis Obispo CA 93401
City, State & Zip

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, NEWTON CONSTRUCTION & MANAGEMENT, INC. as Principal, and NATIONWIDE MUTUAL INSURANCE COMPANY as Surety (hereinafter referred to as Surety), are held firmly bound unto the County of Santa Barbara, State of California (hereinafter called "Owner" or "COUNTY") in the penal sum of Ten Percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to Owner for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. Surety shall be and hereby warrants that it is listed in the Insurance Organizations Authorized by the Insurance Commissioner to Transact Business of Insurance in the State of California, published by the Department of Insurance, State of California or successor publications. In no case shall the liability of the Surety hereunder exceed the sum of TEN PERCENT OF AMOUNT BID DOLLARS (\$ 10%).

The condition of this obligation is such that a bid to Owner for certain construction specifically described as follows:

COUNTY OF SANTA BARBARA
General Building Construction Job Order Contract 2025-2026
Project No. 25001-JOC

for which bids are due on Friday December 05, 2025, 3:00PM has been submitted by Principal to Owner.

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period therein after the opening of the same, or, if no period be specified within sixty (60) days after said opening and shall within the period specified therefore, or, if no period be specified, within eight (8) days after the prescribed forms are presented to him for signature, enter into a written Contract with Owner, in the prescribed form, in accordance with the bid as accepted, and file the two Bonds with Owner, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall remain in full force, virtue and affect.

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

It is hereby agreed that any progress payment made after the scheduled completion date will not constitute a waiver of any liquidated damages heretofore agreed upon.

In the event suit is brought upon said Bond by Owner and judgment is recovered, the Surety shall pay all costs incurred by Owner in such suit, including a reasonable attorney's fee to be fixed by the Court.

Death, Bankruptcy, Receivership, Going Out of Business for any reason, or incompetence of the Principal shall not relieve the Surety of its obligations hereunder.

Dated 11/18/25

NEWTON CONSTRUCTION & MANAGEMENT, INC.
Name of Principal

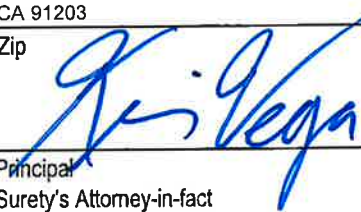
Signature of Principal  (Seal)
Eric Newton, President

NATIONWIDE MUTUAL INSURANCE COMPANY
Name of Surety

500 N. BRAND BLVD. #2000
Address

GLENDALE, CA 91203
City, State & Zip

Dated NOVEMBER 18TH, 2025

Signature of Principal  (Seal)
Signature of Surety's Attorney-in-fact KEVIN VEGA

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

C&D BONDING & INSURANCE SERVICES
Name of Agent

534 E. BADILLO ST.
Address

COVINA, CA 91723
City, State & Zip

626-859-1000
Telephone Number

626-859-1001
FAX Number

NOTE: Signatures of those executing for Surety MUST be properly acknowledged. This form may be reproduced for transmittal to the Surety for execution and attached to the front of the original Bid Bond Form.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

BRITTON CHRISTIANSEN; KEVIN VEGA; PHILIP E VEGA;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

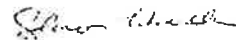
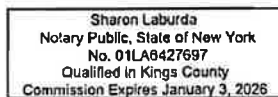


Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 18th day of November, 2025.



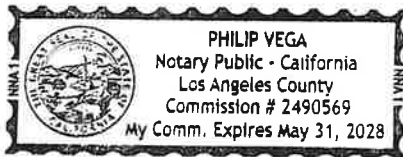
Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
 } ss.
County of LOS ANGELES }

On November 18th, 2025 before me, Philip Vega, Notary Public
Here Insert Name and Title of the Officer
personally appeared Kevin Vega, Attorney-in-Fact
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title of Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

Signer is Representing: _____

Right Thumbprint of Signer
Top of thumb here

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

Signer is Representing: _____

Right Thumbprint of Signer
Top of thumb here

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY *that, pursuant to the Insurance Code of the State of California,*

Nationwide Mutual Insurance Company

of Ohio, organized under the laws of Ohio, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Sprinkler,
Team and Vehicle, Automobile, Aircraft, Legal, and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, *effective as of the 22nd day of May, 2013,*
I have hereunto set my hand and caused my official seal to be affixed
this 22nd day of May, 2013.



Dave Jones
Insurance Commissioner

By


Valerie J. Sarfaty
for Nettie Hoge
Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



**UNANIMOUS WRITTEN CONSENT OF DIRECTORS IN LIEU OF MEETING OF THE BOARD OF
DIRECTORS**

NEWTON CONSTRUCTION & MANAGEMENT, INC.

January 1, 2006

The undersigned, being the directors of the corporation, acting pursuant to the authority of Section 307 of the California General Corporations Law, hereby adopt the following recitals and resolution, effective on the date set forth above.

WHEREAS, it is contemplated that the corporation will enter into contracts with third parties in conducting the business of the corporation, it is

RESOLVED, that Eric Newton, President and Secretary of the corporation, is hereby authorized to sign any and all contracts for and on behalf of the corporation.

A blue ink signature of Eric Newton, consisting of stylized initials and a surname, written over a horizontal line.

Eric Newton

Director

A blue ink signature of Rodessa Newton, written in a cursive style, over a horizontal line.

Rodessa Newton

Director



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **783608**

Entity **CORP**

Business Name **NEWTON CONSTRUCTION &
MANAGEMENT INC**

Classification(s) **B C10 A C16**

Expiration Date **09/30/2026**

www.cslb.ca.gov





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[Project Registration Search](#)

[Register](#)

[Home](#) > [Customer Account Lookup](#) > 1000001399 - NEWTON CONSTRUCTION & MANAGEMENT, INC.

1000001399 - NEWTON CONSTRUCTION & MANAGEMENT, INC.

Customer Account Lookup

PWCR

1000001399

Contractor Status

DIR Approved

CSLB

783608

Business Phone

8055445583

Ext

Registration Start Date

2025-07-01

Legal Entity Name

NEWTON CONSTRUCTION & MANAGEMENT, INC.

Doing Business As (DBA)

Newton Construction & Management, Inc.

Business Structure

Corporation - S corp

President

Eric Newton

Email

shauna@newtonconstruction.com

Registration End Date

2028-06-30

Crafts

Painter Operating Engineer Laborer and Related Classifications Carpenter and Related Trades

OPERATING ENGINEER (BUILDING CONSTRUCTION) Laborer and Related Classifications (Building Construction)

Cement Mason

Address

Mailing Address

PO BOX 3260

Mailing Address - City

SAN LUIS OBISPO

Mailing Address - State

CA

Mailing Address - Zip

93403

Mailing Address - Country

United States of America

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That the County of Santa Barbara of the State of California (hereinafter referred to as the County) and NEWTON CONSTRUCTION & MANAGEMENT, INC. (hereinafter referred to as Principal) have by written agreement dated DECEMBER 11TH, 2025, entered into a contract identified as:

Project Title: County of Santa Barbara

General Building Construction Job Order Contract 2025-2026

Project No. 25001-JOC GC

(Hereinafter referred to as the Contract) and

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

NOW, THEREFORE, said Principal and NATIONWIDE MUTUAL INSURANCE COMPANY

as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the County in the amount of \$ 2,500,000.00, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. Surety shall be and hereby warrants that it is listed in the Insurance Organizations Authorized by the Insurance Commissioner to Transact Business of Insurance in the State of California, published by the Department of Insurance, State of California or successor publications.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named or referred to in Section 9100 of the California Civil Code, or amounts due under Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor as required by the California Civil Code, or this bond, then said Surety will pay for the same, in an amount not to exceed the amount hereinafter set forth.

This bond shall insure to the benefit of any and all persons, entities, companies and corporations named or referred to in Section 9100 of the California Civil Code, so as to give a right of action to them or their assign in any suit brought upon this bond.

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

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

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

NEWTON CONSTRUCTION & MANAGEMENT, INC.

Principal

By:


Eric Newton

President

DATED: DECEMBER 15TH, 2025

NATIONWIDE MUTUAL INSURANCE COMPANY

Surety


Signature of Attorney-in-fact

KEVIN VEGA, ATTORNEY-IN-FACT

500 N. BRAND BLVD. #2000

Address

GLENDAL, CA 91723

City, State & Zip Code

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

C&D BONDING & INSURANCE SERVICES

Name of Agent

534 E. BADILLO ST,

Address

COVINA, CA 91723

City, State & Zip Code

626-859-1000

Telephone Number

626-859-1001

FAX Number

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

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

BRITTON CHRISTIANSEN; KEVIN VEGA; PHILIP E VEGA;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

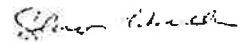
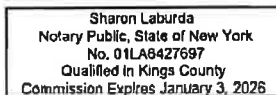


Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 15th day of December, 2025.



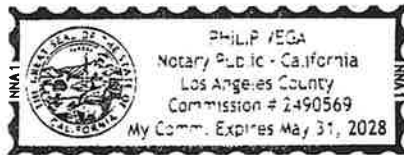
Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
 } ss.
County of LOS ANGELES }

On December 15th, 2025 before me, Philip Vega, Notary Public
Here Insert Name and Title of the Officer
personally appeared Kevin Vega, Attorney-in-Fact
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title of Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

Signer is Representing: _____

Right Thumbprint of Signer
Top of thumb here

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

Signer is Representing: _____

Right Thumbprint of Signer
Top of thumb here

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That the County of Santa Barbara of the State of California (hereinafter referred to as the "County") and NEWTON CONSTRUCTION & MANAGEMENT, INC. (hereinafter referred to as Principal) have by written agreement dated DECEMBER 11TH, 2025, entered into a contract identified as:

Project Title: County of Santa Barbara

General Building Construction Job Order Contract 2025-2026

Project No. 25001-JOC GC

(Hereinafter referred to as the "Contract"); and

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

NOW, THEREFORE, said Principal and NATIONWIDE MUTUAL INSURANCE COMPANY

as corporate surety (hereinafter referred to as "Surety"), are held firmly bound unto the County in the amount of \$2,500,000.00, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. Surety shall be and hereby warrants that it is listed in the Insurance Organizations Authorized by the Insurance Commissioner to Transact Business of Insurance in the State of California, published by the Department of Insurance, State of California or successor publications.

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

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

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

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

NEWTON CONSTRUCTION & MANAGEMENT, INC.

Principal

By:

 President

DATED: DECEMBER 15TH, 2025

NATIONWIDE MUTUAL INSURANCE COMPANY

Surety


Signature of Attorney-in-fact

KEVIN VEGA, ATTORNEY-IN-FACT

500 N. BRAND BLVD. #2000

Address

GLENDAL, CA 91203

City, State & Zip Code

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

C&D BONDING & INSURANCE SERVICES

Name of Agent

534 E. BADILLO ST.

Address

COVINA, CA 91723

City, State & Zip Code

626-859-1000

Telephone Number

626-859-1001

FAX Number

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

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

BRITTON CHRISTIANSEN; KEVIN VEGA; PHILIP E VEGA;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

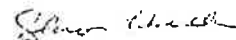


Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 15th day of December, 2025.



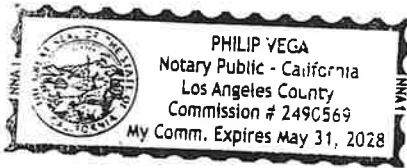
Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
 } ss.
County of LOS ANGELES }

On December 15th, 2025 before me, Philip Vega, Notary Public
Here Insert Name and Title of the Officer
personally appeared Kevin Vega, Attorney-in-Fact
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title of Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer is Representing: _____

Right Thumbprint of Signer
Top of thumb here

Signer's Name: _____

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

Signer is Representing: _____

Right Thumbprint of Signer
Top of thumb here

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That the County of Santa Barbara of the State of California (hereinafter referred to as the County) and NEWTON CONSTRUCTION & MANAGEMENT, INC. (hereinafter referred to as Principal) have by written agreement dated DECEMBER 11TH, 2025, entered into a contract identified as:

Project Title: County of Santa Barbara

General Building Construction Job Order Contract 2025-2026

Project No. 25001-JOC GC

(Hereinafter referred to as the Contract) and

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

NOW, THEREFORE, said Principal and NATIONWIDE MUTUAL INSURANCE COMPANY

as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the County in the amount of \$ 2,500,000.00, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. Surety shall be and hereby warrants that it is listed in the Insurance Organizations Authorized by the Insurance Commissioner to Transact Business of Insurance in the State of California, published by the Department of Insurance, State of California or successor publications.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named or referred to in Section 9100 of the California Civil Code, or amounts due under Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor as required by the California Civil Code, or this bond, then said Surety will pay for the same, in an amount not to exceed the amount hereinafter set forth.

This bond shall insure to the benefit of any and all persons, entities, companies and corporations named or referred to in Section 9100 of the California Civil Code, so as to give a right of action to them or their assign in any suit brought upon this bond.

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

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

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

NEWTON CONSTRUCTION & MANAGEMENT, INC.

Principal

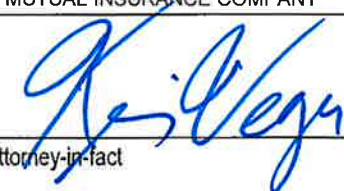
By:


Eric Newton President

DATED: DECEMBER 15TH, 2025

NATIONWIDE MUTUAL INSURANCE COMPANY

Surety


Signature of Attorney-in-fact

KEVIN VEGA, ATTORNEY-IN-FACT

500 N. BRAND BLVD. #2000

Address

GLENDALE, CA 91723

City, State & Zip Code

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

C&D BONDING & INSURANCE SERVICES

Name of Agent

534 E. BADILLO ST,

Address

COVINA, CA 91723

City, State & Zip Code

626-859-1000

Telephone Number

626-859-1001

FAX Number

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

Power of Attorney

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Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

BRITTON CHRISTIANSEN; KEVIN VEGA; PHILIP E VEGA;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

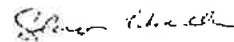
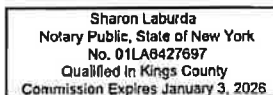


Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

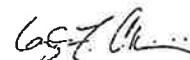


Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 15th day of December, 2025.



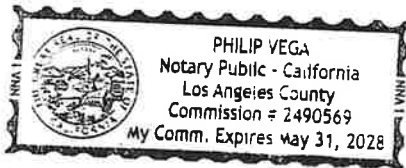
Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California }
 } ss.
County of LOS ANGELES }

On December 15th, 2025 before me, Philip Vega, Notary Public
Here Insert Name and Title of the Officer
personally appeared Kevin Vega, Attorney-in-Fact
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title of Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

Signer is Representing: _____

Right Thumbprint of Signer
Top of thumb here

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

Signer is Representing: _____

Right Thumbprint of Signer
Top of thumb here

PERFORMANCE BOND

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Project Title: County of Santa Barbara

General Building Construction Job Order Contract 2025-2026

Project No. 25001-JOC GC

(Hereinafter referred to as the "Contract"); and

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

NOW, THEREFORE, said Principal and NATIONWIDE MUTUAL INSURANCE COMPANY

as corporate surety (hereinafter referred to as "Surety"), are held firmly bound unto the County in the amount of \$2,500,000.00, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. Surety shall be and hereby warrants that it is listed in the Insurance Organizations Authorized by the Insurance Commissioner to Transact Business of Insurance in the State of California, published by the Department of Insurance, State of California or successor publications.

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

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

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

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

NEWTON CONSTRUCTION & MANAGEMENT, INC.

Principal

By:

Eric Newton President

DATED: DECEMBER 15TH, 2025

NATIONWIDE MUTUAL INSURANCE COMPANY

Surety

Kevin Vega
Signature of Attorney-in-fact

KEVIN VEGA, ATTORNEY-in-FACT

500 N. BRAND BLVD. #2000

Address

GLENDALE, CA 91203

City, State & Zip Code

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

C&D BONDING & INSURANCE SERVICES

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City, State & Zip Code

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Telephone Number

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each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

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"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

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Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.



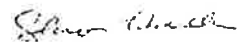
Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

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Sharon Laburda
Notary Public, State of New York
No. 01LA8427697
Qualified in Kings County
Commission Expires January 3, 2026



Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

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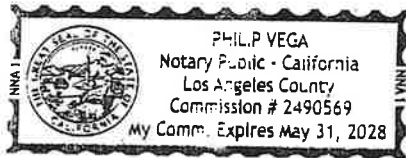
Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
 } ss.
County of LOS ANGELES }

On December 15th, 2025 before me, Philip Vega, Notary Public
Here Insert Name and Title of the Officer
personally appeared Kevin Vega, Attorney-in-Fact
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

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Title of Type of Document: _____

Document Date: _____ Number of Pages: _____

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Capacity(ies) Claimed by Signer(s)

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

Right Thumbprint of Signer
Top of thumb here

Signer is Representing: _____

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

Right Thumbprint of Signer
Top of thumb here

Signer is Representing: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Peterson & Grantham Insurance Brokers 3017 Douglas Blvd. Suite 300 Roseville, CA 95661 License #: 0G05786	CONTACT NAME: Arrow Grantham PHONE (A/C, No. Ext): (916)431-0400 E-MAIL ADDRESS: arrow@pngins.com FAX (A/C, No.): (916)431-0246																					
INSURED Newton Construction & Management, Inc PO Box 3260 San Luis Obispo, CA 93403-3260	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Landmark American Insurance Company</td><td></td></tr><tr><td>INSURER B:</td><td>California Automobile Insurance Company</td><td>38342</td></tr><tr><td>INSURER C:</td><td>RSUI Indemnity Company</td><td>22314</td></tr><tr><td>INSURER D:</td><td>State Compensation Insurance Fund</td><td>35076</td></tr><tr><td>INSURER E:</td><td>Mt. Hawley Insurance Company</td><td>37974</td></tr><tr><td>INSURER F:</td><td>Westchester Surplus Lines Insurance Company</td><td>10172</td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Landmark American Insurance Company		INSURER B:	California Automobile Insurance Company	38342	INSURER C:	RSUI Indemnity Company	22314	INSURER D:	State Compensation Insurance Fund	35076	INSURER E:	Mt. Hawley Insurance Company	37974	INSURER F:	Westchester Surplus Lines Insurance Company	10172
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INSURER E:	Mt. Hawley Insurance Company	37974																				
INSURER F:	Westchester Surplus Lines Insurance Company	10172																				

COVERAGES

CERTIFICATE NUMBER: 00001788-0

REVISION NUMBER: 37

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	LHA115499	12/31/2025	12/31/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	BA040000083890	09/19/2025	09/19/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ 0	Y	Y	NHA604361	12/31/2025	12/31/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	9082254-25	03/28/2025	03/28/2026	☒ PER STATUTE ☐ OTH-ER \$ 1,000,000 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Liability	Y	Y	MXL0439579	12/31/2025	12/31/2026	OCC/AGG 6,000,000
F	Pollutuion	Y	Y	G73550944 004	02/01/2025	02/01/2026	OCC/AGG 1M/2M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The County of Santa Barbara (County) Its officers, employees, and agents shall be named as additional insured per attached endorsements

Project: General Building Construction Job Order Contract 2025-2026 Project No.25001-JOC GC

The COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in (continued on ACORD 101 Additional Remarks Schedule)

CERTIFICATE HOLDER

CANCELLATION

County of Santa Barbara
General Services Dept. 063- Facilities Management
4568 Calle Real, Building
Santa Barbara, CA 93110

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(AMG)

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of _____

AGENCY Peterson & Grantham Insurance Brokers		NAMED INSURED Newton Construction & Management, Inc
POLICY NUMBER N/A		
CARRIER Multiple Carriers	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

(continued from Description of Operations)
coverage

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON(S) OR ORGANIZATION(S) REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A. AND B. BELOW	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON(S) OR ORGANIZATION(S) REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND AS PER PARAGRAPHS A., B., AND C. BELOW	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

This Endorsement Changes The Policy. Please Read It Carefully.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

SCHEDULE

Name of Person or Organization:

Any Person or Organization As Required By Written Contract

The following is added to **SECTION IV – CONDITIONS, 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US:**

We waive any right of recovery we may have against the person or organization shown in the SCHEDULE above because of payment we make for injury or damage arising out of your ongoing operations, "your product" or "your work" done under a written contract with that person or organization and included in the "product-completed operations hazard". This waiver applies only to the person or organization shown in the SCHEDULE above.

This endorsement effective 12/31/2025
forms part of Policy Number LHA115499
issued to NEWTON CONSTRUCTION & MANAGEMENT, INC.
by Landmark American Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Business Auto Broadening Endorsement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- I. NEWLY ACQUIRED OR FORMED ENTITY (BROAD FORM NAMED INSURED)
- II. EMPLOYEES AS INSURED
- III. AUTOMATIC ADDITIONAL INSURED
- IV. EMPLOYEE HIRED AUTO LIABILITY
- V. SUPPLEMENTARY PAYMENTS
- VI. FELLOW EMPLOYEE COVERAGE
- VII. ADDITIONAL TRANSPORTATION EXPENSE
- VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE
- IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE
- X. LOAN/LEASE GAP COVERAGE
- XI. GLASS REPAIR – DEDUCTIBLE WAIVER
- XII. TWO OR MORE DEDUCTIBLES
- XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
- XIV. WAIVER OF SUBROGATION
- XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS
- XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE
- XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT
- XVIII. HIRED AUTO – COVERAGE TERRITORY
- XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

BUSINESS AUTO COVERAGE FORM

I. NEWLY ACQUIRED OR FORMED ENTITY (Broad Form Named Insured)

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period. Coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

II. EMPLOYEES AS INSUREDS

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- e. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

III. AUTOMATIC ADDITIONAL INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- f. Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

IV. EMPLOYEE HIRED AUTO LIABILITY

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- g. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

V. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Subparagraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

VI. FELLOW EMPLOYEE COVERAGE:

SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee

This exclusion does not apply if you have workers' compensation insurance in-force covering all of your "employees". Coverage is excess over any other collectible insurance.

VII. ADDITIONAL TRANSPORTATION EXPENSE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses, is replaced with the following:

We will pay up to \$50 per day to a maximum of \$1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". If your business shown in the Declarations is other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered auto from the place where it is recovered to its usual garaging location.

VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, the following is added:

- c. If Liability Coverage is provided in this policy on a Symbol 1 or a Symbol 8 basis and Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:
 - (1) The most we will pay for "loss" to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is less
 - (2) \$500 deductible will apply to any loss under this coverage extension, except that no deductible shall apply to "loss" caused by fire or lightningSubject to the above limit and deductible we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of similar size and type. This coverage extension is excess coverage over any other collectible insurance.

IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a., is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

X. LOAN/LEASE GAP COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE C. Limit of Insurance, the following is added:

4. In the event of a "total loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:
- a. The amount paid under the Physical Damage Coverage Section of the policy; and
 - b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

The most we will pay under Auto Loan/Lease Gap Coverage for an insured auto is 25% of the actual cash value of that insured auto at the time of the loss.

XI. GLASS REPAIR – DEDUCTIBLE WAIVER

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

XII. TWO OR MORE DEDUCTIBLES

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

If two or more "company" policies or coverage forms apply to the same accident:

- 1. If the applicable Business Auto deductible is the smallest, it will be waived; or
- 2. If the applicable Business Auto deductible is not the smallest, it will be reduced by the amount of the smallest deductible; or
- 3. If the loss involves two or more Business Auto coverage forms or policies the smallest deductible will be waived.

For the purpose of this endorsement "company" means the company providing this insurance and any of the affiliated members of the Mercury Insurance Group of companies.

XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit, Or Loss, a., In the event of "accident", you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

XIV. WAIVER OF SUBROGATION

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, or Fraud, the following is added:

Any unintentional omission of or error in information given by you, or unintentional failure to disclose all exposures or hazards existing as of the effective date or at any time during the policy period shall not invalidate or adversely affect the coverage for such exposure or hazard or prejudice your rights under this insurance. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. For Hired Auto Physical Damage Coverage, is replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, the following is added and supersedes any provision to the contrary:

e. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

XVIII. HIRED AUTO - COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, e. Anywhere in the world if:, is replaced by the following:

e. Anywhere in the world if:

- (1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

SECTION V – DEFINITIONS, C. "Bodily Injury" is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.



ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION
BLANKET BASIS

Page 1

HOME OFFICE
SAN FRANCISCO

9082254-25

RENEWAL

ALL EFFECTIVE DATES
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

EFFECTIVE March 28, 2025 AT 12:01 AM. Central Valley Sacramento
AND EXPIRING March 28, 2026 AT 12:01 AM 0630620

NEWTON CONSTRUCTION AND MANAGEMENT

PO BOX 3260
SAN LUIS OBISPO, CA 93403

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE 2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

ANY PERSON OR ORGANIZATION
FOR WHOM THE NAMED INSURED
HAS AGREED BY WRITTEN
CONTRACT TO FURNISH THIS
WAIVER

BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS IN THIS ENDORSEMENT

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: March 14, 2025

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

2572



CERTIFICATE OF INSURANCE TRANSMITTAL FORM

FOR THE FOLLOWING DESCRIBED PROJECT:

County of Santa Barbara
General Building Construction Job Order Contract 2025-2026
Project No. 25001-JOC GC

CONTRACTOR:

Newton Construction & Management, Inc.
Name
2436 Broad Street
Address
San Luis Obispo CA 93401
City, State & Zip Code

The Bidder reflected in a Notice of Intent to Award shall furnish satisfactory proof of the maintenance of adequate Worker's Compensation Insurance, and the maintenance of Comprehensive General and Automobile Liability Insurance, in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The County of Santa Barbara, and its officers, employees, and agents, shall be named as additional insured on all certificates. A copy of the endorsement evidencing that the County has been added to the policy must be attached to the certificate of insurance. Each such policy shall provide that the COUNTY shall be given thirty (30) days' prior written notice prior to cancellation or expiration of such policy or reduction in coverage.

In addition to the above, the following information must appear on the certificates:

County of Santa Barbara
General Building Construction Job Order Contract 2025-2026
Project No. 25001-JOC GC

This form must be attached to all insurance forms sent to the County of Santa Barbara, General Services Department:

Authorized Insurance Company Representative's Signature

This form may be reproduced as required.

Exhibit C

Insurance and Indemnification Provisions

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.

Exhibit D

Federal Provisions

EXHIBIT D
Federal Clauses

1. Additional Federal Clauses Applicable for Federal Funding under this Agreement.
(2 CFR § 200.326; 2 CFR Part 200, Appendix II, Required Contract Clauses)

A. REMEDIES FOR NONCOMPLIANCE.

- i. In the event COUNTY determines, at its sole discretion, that CONTRACTOR is not in compliance with the terms and conditions set forth herein, COUNTY may:
- a. Require payments as reimbursements rather than advance payments;
 - b. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
 - c. Require additional, more detailed financial reports;
 - d. Require additional project monitoring;
 - e. Requiring CONTRACTOR to obtain technical or management assistance; or
 - f. Establish additional prior approvals.

2. EQUAL EMPLOYMENT OPPORTUNITY.

- A. During the performance of this Agreement, CONTRACTOR agrees as follows:
CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency

and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- F. In the event of CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

3. CLEAN AIR ACT.

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. CONTRACTOR agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. FEDERAL WATER POLLUTION CONTROL ACT.

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. CONTRACTOR agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5. DEBARMENT AND SUSPENSION.

A. CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

B. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the California Governor's Office of Emergency Services and COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

C. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

D. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

E. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED).

CONTRACTOR shall file the required certification attached as Exhibit ____, Certification for Contracts, Grants, Loans, and Cooperative Agreement (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended), which is incorporated herein by this reference. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

7. PROCUREMENT OF RECOVERED MATERIALS.

A. In the performance of this Agreement, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired.

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

B. 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>.

8. CHANGES.

A. Notice. The primary purpose of this clause is to obtain prompt reporting of COUNTY conduct that CONTRACTOR considers to constitute a change to this contract. Except for changes identified as such in writing and signed by COUNTY, the Contractor shall notify the COUNTY in writing promptly, within five (5) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the CONTRACTOR regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state:

- i. The date, nature, and circumstances of the conduct regarded as a change;
- ii. The name, function, and activity of each Government individual and CONTRACTOR official or employee involved in or knowledgeable about such conduct;
- iii. The identification of any documents and the substance of any oral communication involved in such conduct;
- iv. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- v. The particular elements of contract performance for which CONTRACTOR may seek an equitable adjustment under this clause, including:
 - a. What line items have been or may be affected by the alleged change;
 - b. What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - c. To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - d. What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- vi. CONTRACTOR'S estimate of the time by which COUNTY must respond to CONTRACTOR'S notice to minimize cost, delay or disruption of performance.

B. Continued Performance. Following submission of the required notice, CONTRACTOR shall diligently continue performance of this Agreement to the maximum extent possible in accordance with its terms and conditions as construed by the CONTRACTOR.

C. COUNTY Response. COUNTY shall promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, COUNTY shall either:

- i. Confirm that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance;
- ii. Countermand any communication regarded as a change;

- iii. Deny that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance; or
- iv. In the event the Contractor's notice information is inadequate to make a decision, COUNTY will advise CONTRACTOR what additional information is required, and establish the date by which it should be furnished and the date thereafter by which COUNTY will respond.

D. Equitable Adjustments.

- i. If the COUNTY confirms that COUNTY conduct effected a change as alleged by the CONTRACTOR, and the conduct causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Agreement, whether changed or not changed by such conduct, an equitable adjustment shall be made:
 - a. In the contract price or delivery schedule or both; and
 - b. In such other provisions of the Agreement as may be affected.
- ii. The Agreement shall be modified in writing accordingly. The equitable adjustment shall not include increased costs or time extensions for delay resulting from CONTRACTOR's failure to provide notice or to continue performance as provided herein.

9. ACCESS TO RECORDS. The following access to records requirements applies to this Agreement:

- A. CONTRACTOR agrees to provide COUNTY, the California Governor's Office of Emergency Services, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

10. USE OF U.S. DEPARTMENT OF HOMELAND SECURITY (DHS) LOGO.

CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

11. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS.

This is an acknowledgement that FEMA financial assistance will be used to fund this Agreement. CONTRACTOR will only use FEMA funds as authorized herein. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

12. NO OBLIGATION BY FEDERAL GOVERNMENT.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

- 13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.**
CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this Agreement.

14. 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 award. CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at 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.)

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

(Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))

The undersigned CONTRACTOR certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Darin Terrazas

Signature of Contractor's Authorized Official

Darin Terrazas JOC Director

Name and Title of Contractor's Authorized Official

1-27-26

Date

Exhibit E

Form of Job Order



JOB ORDER CONTRACT ("JOC") JOB ORDER

BOARD JOB ORDER CONTRACT #:	JOB ORDER#:	COUNTY PROJECT#:	FEDERAL PROJECT#:	FUND #:
{BC NO.}	{JOA NO. VENDOR ABBREV.}	{COUNTY PROJ NO.}	{FED PROJ NO.}	{FUND}
DEPT.#:	LINE ITEM ACCT.#:	PROGRAM#:	ORGANIZATION UNIT#:	A-C VENDOR #:
063	{LI ACCT}	{PROG}	{ORG UNIT}	{VENDOR NO.}
COUNTY PROJECT TITLE:				
{PROJECT TITLE}				
COUNTY PROJECT SITE:				
{SPECIFY PROJECT SITE BY ADDRESS}				
FUNDING SOURCE(S) AND ATTACHED APPLICABLE STATE AND/OR FEDERAL PROVISIONS:				
{Specify all Federal and State funding sources; attach all applicable Federal Provisions and/or State Provisions to this Job Order}				
CEQA:				
{Specify CEQA compliance steps taken; attach NOE or other applicable documentation evidencing CEQA compliance for this Job Order}				
JOB ORDER START DATE:		JOB ORDER END DATE (NO LATER THAN ONE-YEAR ANNIVERSARY OF EFFECTIVE DATE OF JOC BOARD CONTRACT SPECIFIED ABOVE; COUNTY SHALL NOT PAY FOR WORK PERFORMED AFTER JOB ORDER END DATE):		
01/01/1900		12/3/2025		
CONTRACTOR REPRESENTATIVE:		COUNTY PROJECT MANAGER:	JOB ORDER REQUESTOR:	
{CONT REP}		{PM NAME} (Signed Initials)	{JOA REQUESTOR}	

1. PURPOSE:

This Job Order is entered into pursuant to, and incorporates all of the provisions of, the Board Contract referenced above. This Job Order is not effective, and no Work may be performed or commenced hereunder, until signed by each of Contractor and the Director of the County's General Services Department or his Assistant Director designee.

2. SCOPE OF WORK ("TASKS"): SPECIFY ALL APPLICABLE TASKS FROM THE GORDIAN TASK CATALOG ATTACHED AS PART OF EXHIBIT A OF THE CONTRACT, TOGETHER WITH APPLICABLE UNIT PRICES FOR EACH TASK AS REFLECTED THEREIN; NO NEW CONSTRUCTION; NO CONTRACTOR-PROVIDED DESIGN WORK OR DRAWINGS:

TASK NAME	UNIT PRICE	# OF UNITS	ADJUSTMENT FACTOR	TASK TOTAL

3. JOB ORDER TIMELINE:

TASK NAME	DURATION OR COMPLETION DATE

4. DELIVERABLES AND EXPECTED RESULTS:

5. SUBCONTRACTORS:

In compliance with the provisions of Section 4100-4107 of the Public Contract Code of the State of California, as may be amended from time to time, the undersigned Bidder has set forth below the required information for each subcontractor who will perform Work under the Contract (each a "Subcontractor"):

- (1) the portion (percentage) of Work or labor or rendition of services that each such subcontractor will do;
- (2) a specific description of the portion of the Work to be done;
- (3) the subcontractor's name,
- (4) location of the place of business,
- (5) California Contractors State License Board-issued contractor license number, and
- (6) California Department of Industrial Relations Public Works Registration number.

6. PERFORMANCE CRITERIA:

Completing all Tasks set forth above on time in accordance with the Job Order Timeline, the Construction Task Catalog, and the plans and specifications for such Work set forth in the Gordian Technical Specifications attached to the JOC Board Contract specified above, and within the Maximum Job Order Amount specified below.

Liquidated Damages

If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the County in the amount of ___\$_____ [INSERT AMOUNT] for each calendar day of delay until the work is completed or accepted.

COST:	
THE TOTAL NOT-TO-EXCEED MAXIMUM AGGREGATE AMOUNT PAYABLE BY COUNTY TO CONTRACTOR IN CONNECTION WITH THIS JOB ORDER ("MAXIMUM JOB ORDER AMOUNT") IS:	\$ {DOLLARS AND CENTS}

CONTRACTOR REPRESENTATIVE:		
SIGNATURE	PRINT NAME	DATE

COUNTY GENERAL SERVICES PROJECT MANAGER:		
SIGNATURE	PRINT NAME	

COUNTY GENERAL SERVICES ACCOUNTING MANAGER:		
SIGNATURE	PRINT NAME	DATE

COUNTY GENERAL SERVICES ASSISTANT DIRECTOR (the last signatory to sign after all others have signed this Job Order):		
SIGNATURE	PRINT NAME	DATE

Exhibit F

Form of Change Order



JOB ORDER CONTRACT ("JOC") SUPPLEMENTAL JOB ORDER ("CHANGE ORDER")

BOARD JOB ORDER CONTRACT #:	ORIGINAL JOB ORDER#:	SUPPLEMENTAL JOB ORDER #:	FEDERAL PROJECT#:	FUND #:
{BC NO.}	{JOA NO. VENDOR ABBREV.}	{Supp. JOA NO.}	{FED PROJ NO.}	{FUND}
DEPT.#:	LINE ITEM ACCT.#:	PROGRAM#:	ORGANIZATION UNIT#:	A-C VENDOR #:
063	{LI ACCT}	{PROG}	{ORG UNIT}	{VENDOR NO.}
COUNTY PROJECT TITLE:				
{PROJECT TITLE}				
COUNTY PROJECT SITE:				
{SPECIFY PROJECT SITE BY ADDRESS}				
CHANGES IN FUNDING SOURCE(S) AND ATTACHED APPLICABLE STATE AND/OR FEDERAL PROVISIONS:				
{Specify all changes in Federal and State funding sources since original Job Order and attach all applicable Federal Provisions and/or State Provisions that were not attached to the original Job Order}				
CEQA COMPLIANCE UPDATES:				
{Specify all changes in CEQA compliance steps taken since original Job Order; attach any updated NOE or other applicable documentation}				
JOB ORDER START DATE:		JOB ORDER END DATE (<u>NO LATER</u> THAN ONE-YEAR ANNIVERSARY OF EFFECTIVE DATE OF JOC BOARD CONTRACT SPECIFIED ABOVE; COUNTY SHALL NOT PAY FOR WORK PERFORMED AFTER JOB ORDER END DATE):		
01/01/1900		12/3/2025		
CONTRACTOR REPRESENTATIVE:		COUNTY PROJECT MANAGER:	JOB ORDER REQUESTOR:	
{CONT REP}		{PM NAME} (<u>Signed</u> <u>Initials</u>)	{JOA REQUESTOR}	

7. PURPOSE:

Except as specifically provided herein, all provisions of the Contract and the Original Job Order referenced above remain unchanged and in full force and effect. This Change Order is not effective, and no Work may be performed or commenced hereunder, until signed by each of Contractor and the Director of the County's General Services Department or his Assistant Director designee.

8. CHANGES TO SCOPE OF WORK, IF ANY (SPECIFY ALL APPLICABLE TASKS FROM GORDIAN TASK CATALOG, TOGETHER WITH

APPLICABLE UNIT PRICES FOR EACH TASK; NO NEW CONSTRUCTION; NO CONTRACTOR-PROVIDED DESIGN WORK OR DRAWINGS):

<u>TASK NAME</u>	<u>UNIT PRICE</u>	<u>AMENDED # OF UNITS</u>	<u>ADJUSTMENT FACTOR</u>	<u>AMENDED TASK TOTAL</u>

9. CHANGES TO JOB ORDER TIMELINE, IF ANY:

<u>TASK NAME</u>	<u>DURATION OR COMPLETION DATE</u>

10. CHANGES TO DELIVERABLES OR EXPECTED RESULTS, IF ANY:

11. CHANGES TO SUBCONTRACTORS, IF ANY:

12. PERFORMANCE CRITERIA:

1. Completing all Tasks in the Original Job Order, modified as set forth above, on time in accordance with the Job Order Timeline, modified as set forth above, and the plans and specifications for such Work set forth in the Gordian Technical Specifications attached to the JOC Board Contract specified above, and within the Maximum Job Order Amount specified below.

Liquidated Damages

If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the County in the amount of ___\$_____ [INSERT AMOUNT] for each calendar day of delay until the work is completed or accepted.

COST:

A .	ORIGINAL JOB ORDER AMOUNT:	\$ {DOLLARS AND CENTS}
B .	THE TOTAL AMOUNT OF THIS SUPPLEMENTAL JOB ORDER IS (MAY BE A NEGATIVE NUMBER IF A DECREASE IN UNITS, TASKS, OR UNIT PRICES FROM ORIGINAL JOB ORDER):	\$ {DOLLARS AND CENTS}
C .	THE TOTAL NOT-TO-EXCEED MAXIMUM AGGREGATE AMOUNT PAYABLE BY COUNTY TO CONTRACTOR IN CONNECTION WITH THE ORIGINAL JOB ORDER AND THIS SUPPLEMENTAL JOB ORDER (“MAXIMUM JOB ORDER AMOUNT”) IS:	\$ {DOLLARS AND CENTS}

CONTRACTOR REPRESENTATIVE:		
SIGNATURE	PRINT NAME	DATE

COUNTY GENERAL SERVICES PROJECT MANAGER:		
SIGNATURE	PRINT NAME	
COUNTY GENERAL SERVICES ACCOUNTING MANAGER:		
SIGNATURE	PRINT NAME	DATE
COUNTY GENERAL SERVICES ASSISTANT DIRECTOR (the last signatory to sign after all others have signed this Change Order):		
SIGNATURE	PRINT NAME	DATE