

Attachment B

ATTACHMENT B

**Contractor Agreement for
County Project No. 22042**



COUNTY OF SANTA BARBARA
AGREEMENT FOR:
General Services Project No. 22042
County of Santa Barbara
Santa Maria Courthouse Department 8
312 E. Cook Street, Santa Maria, CA 93454
BC: _____ - _____

THIS AGREEMENT (“Agreement”) is made by and between the County of Santa Barbara, a political subdivision of the State of California (“COUNTY”), and Jon K. Takata Corporation, a California corporation dba Restoration Management Company (“CONTRACTOR”), for the completion of the Work (defined below), subject to the following terms, conditions, and provisions:

1. **CONTRACT:** This Agreement, including all Exhibits hereto, incorporates by reference all of the General and Special Conditions and Specifications provided by the COUNTY for the Santa Maria Courthouse Department 8 Project 22042 (“Project”), the Faithful Performance Bond, the Payment Bond, and the proposal submitted by the CONTRACTOR for the Project, which is attached hereto as Exhibit A (“Proposal”), to the extent the Proposal is consistent with the provisions of this Agreement other than the Proposal (all of the foregoing documents, together with this Agreement, collectively, the “Contract” or “Contract Documents”). 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 hereby acknowledges receipt of all Contract Documents. The parties hereto acknowledge that \$200,000 worth of the Work reflected in the Proposal was performed by CONTRACTOR, and paid for by COUNTY, prior to the effective date of this Agreement pursuant to emergency Purchase Order DP4198, dated March 13, 2023.

2. **WORK:** CONTRACTOR, at CONTRACTOR’s own cost and expense, shall perform all the work described in the Contract Documents (“Work”), 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 General Services of the COUNTY, all in strict accordance with the Contract Documents. The parties hereto acknowledge that \$200,000 worth of the Work reflected in the Proposal was performed by CONTRACTOR, and paid for by COUNTY, prior to the effective date of this Agreement pursuant to emergency Purchase Order DP4198 dated March 13, 2023.

3. **EXCAVATIONS:** Before any pavement resurfacing, displacement, or excavation of the ground that may be required in connection with the Work under this Contract, the CONTRACTOR shall obtain an inquiry identification number by calling Underground Service Alert (USA) 1 (800) 422-4133 or by such other means as may be required; shall conform to all requirements of Sections 4215 through 4217 of the Government Code regarding any such pavement resurfacing, displacement or excavation, including the payment of any fees required; and shall facilitate performance by the COUNTY of any obligation required of the COUNTY under the Government Code. There shall be no performance under this Contract by either party hereto unless and until CONTRACTOR complies with all of the provisions of such sections of the Government Code, and notifies the County Representative (defined below) in writing regarding such compliance.

4. **COUNTY REPRESENTATIVE:** The “County Representative” referred to in the Contract Documents is Steve Fernandes.

5. **PAYMENT:** As full compensation for furnishing all labor, supervision, overhead, materials, and equipment and for completing all of the Work contemplated by this Contract, and subject to adjustments and liquidated damages, if any, as provided in the Contract Documents, the base amount to be paid to the CONTRACTOR for satisfactory completion of all of the Work and other requirements of the CONTRACTOR under this Contract shall not exceed **SIX HUNDRED TWENTY-ONE THOUSAND FIVE HUNDRED FOUR DOLLARS (\$621,504.00)** (“Base Contract Amount”), to be paid as provided in Exhibit B, attached hereto and incorporated herein by reference. The parties hereto acknowledge that \$200,000 worth of the Work reflected in the Proposal was performed by CONTRACTOR, and paid for by COUNTY, prior to the effective date of this Agreement pursuant to emergency Purchase Order DP4198, dated March 13, 2023. The CONTRACTOR assumes and will provide against any and all loss and/or damage arising out of the Work, the action of the elements, and/or from any unforeseen difficulties or obstructions which may arise or be encountered in the performance of the Work until COUNTY’s acceptance of the Work, and CONTRACTOR assumes any and all expenses incurred by or in consequence of suspension or discontinuance of the Work, for well and faithfully completing the Work and the whole thereof, in accordance with

the provisions of the Contract and directions of the County Representative.

6. **RIGHT TO AUDIT**: CONTRACTOR shall maintain and make available all books, papers, records, detail costs, estimates, claims, and accounts, including payment, property, payroll, personnel, subcontractors, and financial records related to or which arise in connection with the Contract (“Records”). The form of record keeping with respect to the Records shall be subject to approval by COUNTY. The Records shall be made available during normal business hours for examination by COUNTY or the County Representative 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 may be effected or authorized in writing duly executed by the County Representative, including agreement(s) providing for compensation in addition to the Base Contract Amount at the same rate per unit (or at a corresponding rate for work that is different from that provided for in the Contract Documents); provided, however, that the aggregate amount of such compensation in addition to the Base Contract Amount shall not exceed an aggregate of \$25,000 + 5% of the original Base Contract Amount in excess of \$250,000, to the extent authorized by resolution or minute order of the Santa Barbara County Board of Supervisors. Notwithstanding the foregoing or any other provisions of this Contract, the CONTRACTOR shall be paid the actual cost of the use of machinery and tools and of material, and labor and of workers' compensation insurance expended by CONTRACTOR in performing the Work, plus not more than 15 percent (15%) to cover all profits and administration. No more than the lowest current market prices shall be paid for materials whenever possible.

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

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

10. **PREVAILING WAGE RATES**: Rates of wages, including overtime, holiday, and Sunday rates provided for the Work shall comply with and are subject to the California Labor Code, Sections 1770 et. seq. Executive Orders of the President of the United States No. 9240, dated September 9, 1942, and No. 9250, dated October 3, 1942, and to any modifications thereof, and to and any orders of the President or any authorized Federal Officer or agency, insofar as the same may apply this Contract.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with

limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations underboard 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 PERFORMANCE, COMPLETION: The term of this Contract (“Term”) shall commence upon the first date when this Agreement is duly executed by all of the parties hereto, and shall terminate when terminated by the COUNTY Board of Supervisors in accordance with Section 22050(c) of the Public Contract Code. . In that CONTRACTOR does not complete the Work during the Term, CONTRACTOR shall only be paid for the Work actually performed during the Term and accepted by COUNTY.

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

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

15. GUARANTEE BONDS: 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 Contract is subject to the provisions of Article XIII of Chapter 2 of the Santa Barbara County Code, providing against discrimination in employment. The CONTRACTOR agrees to perform all requirements of a contractor under the provisions of said Article and to pay all costs occasioned to the COUNTY by any noncompliance by the CONTRACTOR.

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

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

19. SURVIVAL: All provisions of this Contract which by their nature are intended to survive the termination or expiration of this 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. ORDER OF PRECEDENCE: In the event of any conflict or inconsistency between the numbered Sections 1 through 21 of this Agreement and any of the Exhibits attached hereto, the provisions set forth in the numbered sections 1 through 21 of this Agreement shall control and prevail. In the event of any conflict or inconsistency between the numbered Sections 1 through 21 of this Agreement and any of the provisions of Exhibit A, the provisions set forth in the numbered sections 1 through 21 of this Agreement shall control and prevail.

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

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

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

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

26. NO WAIVER. NO DELAY OR OMISSION OF COUNTY TO EXERCISE ANY RIGHT OR POWER ARISING UPON THE OCCURRENCE OF ANY EVENT OF DEFAULT SHALL IMPAIR ANY SUCH RIGHT OR POWER OR SHALL BE CONSTRUED TO BE A WAIVER OF ANY SUCH DEFAULT OR AN ACQUIESCENCE THEREIN; AND EVERY POWER AND REMEDY GIVEN BY THIS AGREEMENT TO COUNTY SHALL BE EXERCISED FROM TIME TO TIME AND AS OFTEN AS MAY BE DEEMED EXPEDIENT IN THE SOLE DISCRETION OF COUNTY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date.

COUNTY

County of Santa Barbara

By: _____
DAS WILLIAMS, CHAIR
BOARD OF SUPERVISORS

Dated: _____

ATTEST:

MONA MIYASATO,

COUNTY EXECUTIVE OFFICER

CLERK OF THE BOARD

By: _____
Deputy Clerk of the Board

CONTRACTOR

Jon K. Takata Corporation DBA
Restoration Management Company.

By: _____
DocuSigned by:
Dave Glover
27EB052308D2496...
AUTHORIZED REPRESENTATIVE

Name: Dave Glover

Title: Chief Executive Officer and Chief
Financial Officer

APPROVED AS TO FORM:

RACHEL VAN MULLEM,
COUNTY COUNSEL

By: _____
DocuSigned by:
Johannah Hartley
C166A3FB83F7454...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

By: _____
DocuSigned by:
Robert Geis
D25019E2AF094BE...
Deputy Auditor-Controller

APPROVED AS TO FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By: _____
DocuSigned by:
Greg Milligan
DC240AC1E64247D...
Risk Management

RECOMMENDED FOR APPROVAL

KIRK LAGERQUIST, DIRECTOR
GENERAL SERVICES DEPARTMENT

By: _____
DocuSigned by:
Kirk Lagerquist
19AEDA90054E4CE...
Department Head

Dept 063

Fund 00030

Program 1930

Account 8200

Project 22042

EXHIBIT A

Scope of Work

Restoration Management Company

Restoration Management Company

Client: Santa Maria Courthouse
Property: San Bernardino, CA 92404
Business: 312 E. Cook Street
Santa Maria, CA 93454

Operator: KVERHOEF

Estimator: Kurt Verhoef
Business: 1111 E. Citrus Street, Suite 7
Riverside, CA 92507

Cellular: (951) 233-9640

Type of Estimate: Fire
Date Entered: 3/11/2023 Date Assigned:

Price List: CABN8X_MAR23
Labor Efficiency: Restoration/Service/Remodel
Estimate: 2023-03-11-1014-2--4

Estimate

This estimate is intended to provide the costs associated with the necessary repairs of the damages stated above. This estimate has been prepared using an industry recognized independent third-party pricing database which has proved reliable for the type of repairs outlined. In the event it is later determined that an individual line item price does not adequately reflect current market place pricing, product availability, or other requirements or conditions unique to the individual project, **Restoration Management Company** reserves the right to present a supplemental billing or change order outlining the revised costs for payment.

This estimate/bid reflects retail pricing that is competitive within the construction industry. Any additional supplements or change orders will also reflect retail pricing prior to the addition of Overhead and Profit listed at the end of this estimate/bid.

Scope of work

This document is intended to be a scope of work and an estimate of the related costs only. If a specific item is not included within then it is **not included**, as this estimate/bid does not include hidden or concealed damages.

Supplements and/or change to the scope of work

Any supplements and/or change orders to the estimate will alter the costs and will likely delay the completion of this project. Restoration Management Company cannot be held responsible in any way for unforeseen delays that would be caused by changes in the scope repairs.

Site preparation & demolition

Care will be exercised in all phases of the demolition needs. In the event that a material is damaged that was intended for re-installation, a supplement or change order **may** be supplied to the appropriate responsible party for approval to have Restoration Management complete the additional repairs needed.

Contents

If there are contents being stored on site and need to be relocated during the restoration or re-construction, great care will be taken to move/protect as needed. If however, Restoration Management recommends these contents be removed while the restoration/repairs are being completed and a decision is made by others to leave them in place during this process, we **cannot be** held responsible for damage that may occur.

Materials

The replacement materials used will be a like kind material matching grains, texture for the areas altered during the restoration process only. In the event the grain, texture, type of material is not satisfactory due to current supplier supply, Restoration Management reserves the right to supply a supplement and or change order to the appropriate responsible party.

Paints and Finishes

The paints and finishes if in this estimate are for matching color & sheen. Paint applied to original materials with flaws such as

Restoration Management Company

Restoration Management Company

dents, paint runs, etc, will not be corrected and may be visible. When paint is applied to new surface materials, the finish should be consistent with construction performance guidelines. In the event the color or sheen match is unsatisfactory a supplement or change order estimate will be submitted to the appropriate responsible party for approval for Restoration Management to provide the labor and materials necessary to paint or finish any additional areas needed to achieve a uniform match.

Hazardous Materials

Restoration Management strongly recommends that before construction repairs begin, a survey of the structure be completed to determine if any of the building materials could contain asbestos, lead, or mold. If any of these conditions or materials are suspect, we highly recommend testing be completed. If the recommendation for testing is made but declined, Restoration Management will be held harmless in this regard.

Permits, Plans, Code Upgrades

This estimate does not include the following unless otherwise specified: code upgrades, architectural drawings, engineering, building permits and other fees. In the event a building department or other authority requires the above, it is beyond our scope and a supplement/change order will be provided to the appropriate responsible party outlining the additional needs that may be required.

Contracts and Payment Requirement

This document is not an authorization to proceed. If you would like to proceed with the work as outlined, you will need to sign a contract/authorization document if you have not yet already done so.

When Restoration Management Company is selected to complete the repairs to the residence, building, structure, and after the contract/authorization has been signed, a payment schedule may also be presented that would outline payment needs as the project is being completed. The payment schedule is very important in the timely completion of the project and will be followed up with you by the assigned project manager or our accounting department.

Project Supervision

After all contracts/authorizations have been completed, a Superintendent will be assigned to take care of your specific needs during this repair. The Superintendent will be responsible for the timely completion of your project at all times. Your superintendent will help guide you through all selections, scheduling, and product budgets to additionally assure your satisfaction.

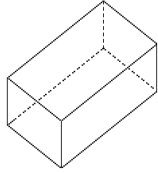
For any further questions regarding this estimate/bid, please feel free to contact us at any time. We at Restoration Management Company look forward to working with you and hope we are able to meet and exceed your expectations.

Restoration Management Company

Restoration Management Company

2023-03-11-1014-2--4

Santa Maria Courthouse



Entry/Foyer

LxWxH 7' 11" x 6' 5" x 9'

174.00 SF Walls	50.80 SF Ceiling
224.80 SF Walls & Ceiling	50.80 SF Floor
5.64 SY Flooring	16.67 LF Floor Perimeter
71.25 SF Long Wall	57.75 SF Short Wall
28.67 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

(2) 6' X 7'

Opens into Exterior

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Mask per square foot for drywall work	50.80 SF	0.00	0.36	0.27	2.78	21.34
Batt insulation replacement per LF - 6" - up to 2' tall	16.67 LF	0.00	4.95	3.27	12.87	98.66
Material Only 5/8" drywall - hung, taped, ready for texture	33.33 SF	0.00	0.78	2.28	4.24	32.52
Tape joint for new to existing drywall - per LF	16.67 LF	0.00	0.39	0.57	1.07	8.14
Texture drywall - light hand texture	71.25 SF	0.00	1.40	0.56	15.06	115.37
Mask and prep for paint - plastic, paper, tape (per LF)	28.67 LF	0.00	2.42	0.68	10.51	80.57
Seal part of the walls w/latex based stain blocker - one coat	87.00 SF	0.00	1.10	0.61	14.45	110.76
Paint the walls - two coats	174.00 SF	0.00	1.78	5.63	47.30	362.65
Batt insulation - 10" - R30 - unfaced batt	50.80 SF	0.00	2.28	5.69	18.22	139.73
R&R Suspended ceiling grid - Premium grade - 2' x 2'	50.80 SF	0.50	3.39	5.82	30.51	233.94
Suspended ceiling tile - Premium grade - 2' x 4'	50.80 SF	0.00	4.74	14.89	38.35	294.03
Carpet tile	50.80 SF	0.00	4.95	22.05	41.03	314.54

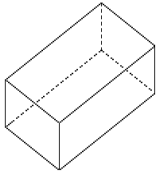
- High grade

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CONTINUED - Entry/Foyer

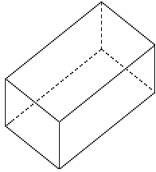
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Install Carpet tile - Labor	50.80 SF	0.00	6.92	0.00	52.73	404.27
Cove base molding - rubber or vinyl, 4" high	16.67 LF	0.00	2.63	1.90	6.86	52.60
Final cleaning - construction - Commercial	50.80 SF	0.00	0.56	0.00	4.27	32.72
Totals: Entry/Foyer				64.22	300.25	2,301.84



Court Room

LxWxH 57' 9" x 28' x 11'

1,454.50 SF Walls	1,617.00 SF Ceiling
3,071.50 SF Walls & Ceiling	1,617.00 SF Floor
179.67 SY Flooring	123.50 LF Floor Perimeter
635.25 SF Long Wall	308.00 SF Short Wall
123.50 LF Ceil. Perimeter	



Subroom 1: Offset

LxWxH 48' x 8' 3" x 9'

580.50 SF Walls	396.00 SF Ceiling
976.50 SF Walls & Ceiling	396.00 SF Floor
44.00 SY Flooring	64.50 LF Floor Perimeter
432.00 SF Long Wall	74.25 SF Short Wall
64.50 LF Ceil. Perimeter	

Missing Wall - Goes to Floor/Ceiling

48' X 9'

Opens into Court Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Mask per square foot for drywall work	2,013.00 SF	0.00	0.36	10.57	110.29	845.54
Material Only Batt insulation replacement per LF - 6" - up to 2' tall	188.00 LF	0.00	2.24	36.85	68.70	526.67
Material Only Batt insulation - 10" - R30 - unfaced batt	2,013.00 SF	0.00	1.28	225.46	420.31	3,222.41
Insulation Installer - per hour	30.00 HR	0.00	140.00	0.00	630.00	4,830.00
Material Only 5/8" drywall - hung, taped, ready for texture	376.00 SF	0.00	0.78	25.66	47.84	366.78
Add for bullnose (rounded) corners - per LF	188.00 LF	0.00	0.82	13.49	25.15	192.80
Material Only 1/4" drywall - 2 layer curved - smooth wall finish	2,013.00 SF	0.00	1.43	251.88	469.57	3,600.04
Tape joint for new to existing drywall - per LF	188.00 LF	0.00	0.39	6.42	11.96	91.70
Texture drywall - light hand texture	1,067.25 SF	0.00	1.40	8.40	225.39	1,727.94
Drywall Installer / Finisher - per hour	304.00 HR	0.00	177.54	0.00	8,095.83	62,067.99

Restoration Management Company

Restoration Management Company

CONTINUED - Court Room

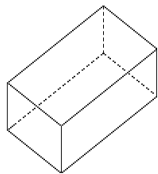
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Drywall labor to replace drywall in courtroom walls and specialty coved drywall at recessed areas						
Drywall labor - after hours	58.00 HR	0.00	159.00	0.00	1,383.30	10,605.30
After hours travel time to job site Monday and return to office on Fridays - non prevailing wage rate						
Mask and prep for paint - plastic, paper, tape (per LF)	188.00 LF	0.00	2.42	4.44	68.91	528.31
Seal part of the walls w/latex based stain blocker - one coat	1,017.50 SF	0.00	1.10	7.12	168.96	1,295.33
Paint the walls - two coats	2,035.00 SF	0.00	1.78	65.88	553.23	4,241.41
Doors - Custom Courtroom Doors	2.00 EA	0.00	7,440.00	0.00	2,232.00	17,112.00
2 custom made doors, stained to match includes labor to install and reinstall existing hardware						
R&R Suspended ceiling grid - Premium grade - 2' x 2'	2,013.00 SF	0.50	3.39	230.74	1,209.20	9,270.51
Suspended ceiling tile - Premium grade - 2' x 4'	2,013.00 SF	0.00	4.74	590.06	1,519.75	11,651.43
Carpet tile	2,013.00 SF	0.00	4.95	873.64	1,625.70	12,463.69
- High grade						
Install Carpet tile - Labor	2,013.00 SF	0.00	6.92	0.00	2,089.50	16,019.46
Cove base molding - rubber or vinyl, 4" high	188.00 LF	0.00	2.63	21.39	77.37	593.20
Material Only Joist - floor or ceiling - 2x6 - w/blocking - 12" oc	354.00 SF	0.00	1.43	44.29	82.57	633.08
Material raised subfloor Judge, Clerk, Bailiff and Jury areas						
Material Only Stud wall - 2" x 4" - 16" oc	1,124.00 SF	0.00	1.25	122.94	229.19	1,757.13
Material pony wall Judge, Clerk, Bailiff and Jury areas						
Material Only Sheathing - plywood - 5/8" CDX	400.00 SF	0.00	1.67	58.45	108.97	835.42
Material raised subfloor Judge, Clerk, Bailiff and Jury areas						
Carpenter - General Framing - per hour	188.00 HR	0.00	140.00	0.00	3,948.00	30,268.00
Labor to frame raised subfloor and pony wall Judge, Clerk, Bailiff and Jury areas						
Carpenter - General Framing - After Hours	34.00 HR	0.00	147.00	0.00	749.70	5,747.70

Restoration Management Company

Restoration Management Company

CONTINUED - Court Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
After hours travel time to job site Monday and return to office on Fridays - non prevailing wage rate						
FRAMING MATERIALS	1.00 EA	0.00	4,000.00	143.50	621.53	4,765.03
Framing materials for raised Jury and Judges areas						
Install Wall sheathing - bullet proof panels - install only	160.00 SF	0.00	20.74	0.00	497.76	3,816.16
Special paneling - ornate hardwood feature wall	1,948.00 SF	0.00	58.83	2,423.80	17,553.69	134,578.33
Acoustical wall panels - decorative - pressed wood fiber	500.00 SF	0.00	29.39	605.50	2,295.08	17,595.58
Sill - cultured marble on 2" x 6" wall	50.00 LF	0.00	14.83	28.53	115.51	885.54
Finish Carpentry / Trim 2x2 solid cherry	182.00 LF	0.00	0.00	0.00	0.00	0.00
Solid cherry 2x2 molding stained to match 2 rows around entire courtroom						
Finish Carpenter - per hour	HR	0.00	140.00	0.00	0.00	0.00
Labor to mill, router, and install cherry trim						
Stain & finish chair rail	182.00 LF	0.00	0.00	0.00	0.00	0.00
Final cleaning - construction - Commercial	2,013.00 SF	0.00	0.56	0.00	169.09	1,296.37
Totals: Court Room				5,799.01	47,404.05	363,430.85



Holding Area

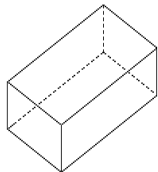
LxWxH 11' x 7' 1" x 9'

227.44 SF Walls	77.92 SF Ceiling
305.35 SF Walls & Ceiling	77.92 SF Floor
8.66 SY Flooring	24.17 LF Floor Perimeter
99.00 SF Long Wall	63.75 SF Short Wall
36.17 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

3' X 7'

Opens into Exterior



Subroom 1: Offset 2

LxWxH 8' 7" x 6' 10" x 9'

242.44 SF Walls	58.65 SF Ceiling
301.09 SF Walls & Ceiling	58.65 SF Floor
6.52 SY Flooring	27.83 LF Floor Perimeter
77.25 SF Long Wall	61.50 SF Short Wall
30.83 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

3' X 7'

Opens into Holding Area

Missing Wall - Goes to neither Floor/Ceiling

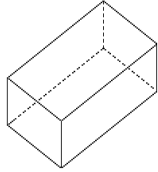
3' 9" X 3' 9"

Opens into Holding Area

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CONTINUED - Holding Area



Subroom 2: Offset 3 Rm 115

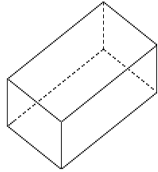
LxWxH 5' 4" x 5' 3" x 9'

169.50 SF Walls	28.00 SF Ceiling
197.50 SF Walls & Ceiling	28.00 SF Floor
3.11 SY Flooring	18.17 LF Floor Perimeter
48.00 SF Long Wall	47.25 SF Short Wall
21.17 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

3' X 7'

Opens into Holding Area



Subroom 3: Offset 4 Rm 116

LxWxH 5' 4" x 5' 3" x 9'

169.50 SF Walls	28.00 SF Ceiling
197.50 SF Walls & Ceiling	28.00 SF Floor
3.11 SY Flooring	18.17 LF Floor Perimeter
48.00 SF Long Wall	47.25 SF Short Wall
21.17 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

3' X 7'

Opens into Holding Area

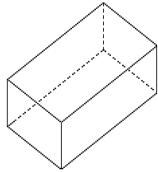
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Mask per square foot for drywall work	192.57 SF	0.00	0.36	1.01	10.55	80.89
Batt insulation replacement per LF - 6" - up to 2' tall	88.33 LF	0.00	4.95	17.31	68.18	522.72
Two coat plaster over 5/8" gypsum core blueboard	88.33 SF	0.00	13.14	14.30	176.25	1,351.21
Tape joint for new to existing drywall - per LF	88.33 LF	0.00	0.39	3.01	5.62	43.08
Drywall Installer / Finisher - per hour	HR	0.00	145.00	0.00	0.00	0.00
Drywall labor for tape to existing included in Courtroom drywall labor						
Texture drywall - light hand texture	272.25 SF	0.00	1.40	2.14	57.50	440.79
Mask and prep for paint - plastic, paper, tape (per LF)	109.33 LF	0.00	2.42	2.58	40.08	307.24
Seal part of the walls w/latex based stain blocker - one coat	404.44 SF	0.00	1.10	2.83	67.15	514.86
Paint the walls - two coats	808.88 SF	0.00	1.78	26.19	219.90	1,685.90
Batt insulation - 10" - R30 - unfaced batt	192.57 SF	0.00	2.28	21.57	69.10	529.73
R&R Suspended ceiling grid - Premium grade - 2' x 2'	192.57 SF	0.50	3.39	22.07	115.67	886.84
Suspended ceiling tile - Premium grade - 2' x 4'	192.57 SF	0.00	4.74	56.45	145.39	1,114.62

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CONTINUED - Holding Area

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Carpet tile	192.57 SF	0.00	4.95	83.58	155.52	1,192.32
- High grade						
Install Carpet tile - Labor	192.57 SF	0.00	6.92	0.00	199.89	1,532.47
Cove base molding - rubber or vinyl, 4" high	88.33 LF	0.00	2.63	10.05	36.36	278.72
Final cleaning - construction - Commercial	192.57 SF	0.00	0.56	0.00	16.17	124.01
Totals: Holding Area				263.09	1,383.33	10,605.40



Rear Entry

LxWxH 8' x 5' 3" x 9'

145.50 SF Walls	42.00 SF Ceiling
187.50 SF Walls & Ceiling	42.00 SF Floor
4.67 SY Flooring	15.50 LF Floor Perimeter
72.00 SF Long Wall	47.25 SF Short Wall
18.50 LF Ceil. Perimeter	

Missing Wall - Goes to Floor/Ceiling

8' X 9'

Opens into Exterior

Missing Wall - Goes to Floor

3' X 7'

Opens into Exterior

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Mask per square foot for drywall work	42.00 SF	0.00	0.36	0.22	2.30	17.64
Batt insulation replacement per LF - 6" - up to 2' tall	15.50 LF	0.00	4.95	3.04	11.96	91.73
Material Only 5/8" drywall - hung, taped, ready for texture	31.00 SF	0.00	0.78	2.12	3.95	30.25
Tape joint for new to existing drywall - per LF	15.50 LF	0.00	0.39	0.53	0.99	7.57
Texture drywall - light hand texture	72.00 SF	0.00	1.40	0.57	15.21	116.58
Mask and prep for paint - plastic, paper, tape (per LF)	18.50 LF	0.00	2.42	0.44	6.78	51.99

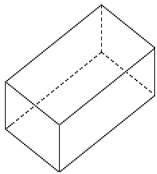
Restoration Management Company

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CONTINUED - Rear Entry

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Seal part of the walls w/latex based stain blocker - one coat	72.75 SF	0.00	1.10	0.51	12.08	92.62
Paint the walls - two coats	145.50 SF	0.00	1.78	4.71	39.56	303.26
Batt insulation - 10" - R30 - unfaced batt	42.00 SF	0.00	2.28	4.70	15.08	115.54
R&R Suspended ceiling grid - Premium grade - 2' x 2'	42.00 SF	0.50	3.39	4.81	25.23	193.42
Suspended ceiling tile - Premium grade - 2' x 4'	42.00 SF	0.00	4.74	12.31	31.71	243.10
Carpet tile	42.00 SF	0.00	4.95	18.23	33.92	260.05
- High grade						
Install Carpet tile - Labor	42.00 SF	0.00	6.92	0.00	43.59	334.23
Cove base molding - rubber or vinyl, 4" high	15.50 LF	0.00	2.63	1.76	6.39	48.92
Final cleaning - construction - Commercial	42.00 SF	0.00	0.56	0.00	3.53	27.05
Totals: Rear Entry				53.95	252.28	1,933.95

Back Offices



Hallway

LxWxH 46' 5" x 6' x 9'

943.50 SF Walls	278.50 SF Ceiling
1,222.00 SF Walls & Ceiling	278.50 SF Floor
30.94 SY Flooring	104.83 LF Floor Perimeter
417.75 SF Long Wall	54.00 SF Short Wall
104.83 LF Ceil. Perimeter	

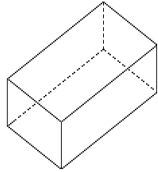
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Remove Carpet tile - Remove	278.50 SF	1.57	0.00	0.00	65.59	502.84

Restoration Management Company

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CONTINUED - Hallway

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Carpet tile	278.50 SF	0.00	4.95	120.87	224.92	1,724.37
- High grade						
Install Carpet tile - Labor	278.50 SF	0.00	6.92	0.00	289.08	2,216.30
Final cleaning - construction - Commercial	278.50 SF	0.00	0.56	0.00	23.40	179.36
Totals: Hallway				120.87	602.99	4,622.87



Hallway 2

LxWxH 32' 10" x 7' 8" x 9'

729.00 SF Walls	251.72 SF Ceiling
980.72 SF Walls & Ceiling	251.72 SF Floor
27.97 SY Flooring	81.00 LF Floor Perimeter
295.50 SF Long Wall	69.00 SF Short Wall
81.00 LF Ceil. Perimeter	

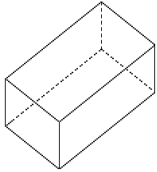
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Mask per square foot for drywall work	251.72 SF	0.00	0.36	1.32	13.79	105.73
5/8" - drywall per LF - up to 2' tall	81.00 LF	0.00	16.32	12.62	200.18	1,534.72
Drywall tape joint / repair - per LF	29.00 LF	0.00	13.17	1.07	57.45	440.45
Mask and prep for paint - plastic, paper, tape (per LF)	81.00 LF	0.00	2.42	1.91	29.69	227.62
Seal the surface area w/latex based stain blocker - one coat	160.00 SF	0.00	1.10	1.12	26.57	203.69
Paint the walls - two coats	729.00 SF	0.00	1.78	23.60	198.18	1,519.40
Remove Carpet tile - Remove	251.72 SF	1.57	0.00	0.00	59.28	454.48

Restoration Management Company

Restoration Management Company

CONTINUED - Hallway 2

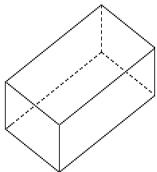
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Carpet tile	251.72 SF	0.00	4.95	109.25	203.29	1,558.55
- High grade						
Install Carpet tile - Labor	251.72 SF	0.00	6.92	0.00	261.29	2,003.19
Final cleaning - construction - Commercial	251.72 SF	0.00	0.56	0.00	21.15	162.11
Totals: Hallway 2				150.89	1,070.87	8,209.94



Office Area 1

LxWxH 20' 5" x 16' 10" x 9'

670.50 SF Walls	343.68 SF Ceiling
1,014.18 SF Walls & Ceiling	343.68 SF Floor
38.19 SY Flooring	74.50 LF Floor Perimeter
183.75 SF Long Wall	151.50 SF Short Wall
74.50 LF Ceil. Perimeter	



Subroom 1: Offset

LxWxH 9' 11" x 9' 6" x 9'

349.50 SF Walls	94.21 SF Ceiling
443.71 SF Walls & Ceiling	94.21 SF Floor
10.47 SY Flooring	38.83 LF Floor Perimeter
89.25 SF Long Wall	85.50 SF Short Wall
38.83 LF Ceil. Perimeter	

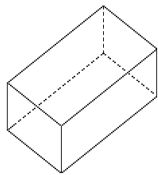
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Remove Carpet tile - Remove	437.89 SF	1.57	0.00	0.00	103.12	790.61

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Restoration Management Company

CONTINUED - Office Area 1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Carpet tile	437.89 SF	0.00	4.95	190.04	353.64	2,711.24
- High grade						
Install Carpet tile - Labor	437.89 SF	0.00	6.92	0.00	454.53	3,484.73
Content Manipulation charge - per hour	32.00 HR	0.00	113.00	0.00	542.40	4,158.40
Final cleaning - construction - Commercial	437.89 SF	0.00	0.56	0.00	36.78	282.00
Totals: Office Area 1				190.04	1,490.47	11,426.98



Office Area 2

LxWxH 10' 3" x 8' 4" x 9'

334.50 SF Walls	85.42 SF Ceiling
419.92 SF Walls & Ceiling	85.42 SF Floor
9.49 SY Flooring	37.17 LF Floor Perimeter
92.25 SF Long Wall	75.00 SF Short Wall
37.17 LF Ceil. Perimeter	

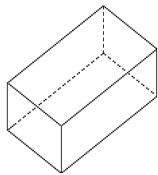
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Remove Carpet tile - Remove	85.42 SF	1.57	0.00	0.00	20.12	154.23

Restoration Management Company

Restoration Management Company

CONTINUED - Office Area 2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Carpet tile	85.42 SF	0.00	4.95	37.07	68.98	528.88
- High grade						
Install Carpet tile - Labor	85.42 SF	0.00	6.92	0.00	88.67	679.78
Content Manipulation charge - per hour	32.00 HR	0.00	113.00	0.00	542.40	4,158.40
Final cleaning - construction - Commercial	85.42 SF	0.00	0.56	0.00	7.17	55.01
Totals: Office Area 2				37.07	727.34	5,576.30



Office Area 3

LxWxH 23' 7" x 20' 1" x 9'

786.00 SF Walls	473.63 SF Ceiling
1,259.63 SF Walls & Ceiling	473.63 SF Floor
52.63 SY Flooring	87.33 LF Floor Perimeter
212.25 SF Long Wall	180.75 SF Short Wall
87.33 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Remove Carpet tile - High grade	473.63 SF	1.57	0.00	0.00	111.54	855.14

Restoration Management Company

Restoration Management Company

CONTINUED - Office Area 3

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Carpet tile	473.63 SF	0.00	4.95	205.56	382.51	2,932.54
- High grade						
Install Carpet tile - Labor	473.63 SF	0.00	6.92	0.00	491.63	3,769.15
Content Manipulation charge - per hour	32.00 HR	0.00	113.00	0.00	542.40	4,158.40
Final cleaning - construction - Commercial	473.63 SF	0.00	0.56	0.00	39.78	305.01
Totals: Office Area 3				205.56	1,567.86	12,020.24
Total: Back Offices				704.43	5,459.53	41,856.33

HVAC

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
HVAC Technician - per hour	128.00 HR	0.00	225.00	0.00	4,320.00	33,120.00
HVAC Duct cleaning all registers, vents, plenums and roof mount units						
Material Only Insulation for existing ductwork	1.00 EA	0.00	2,800.00	245.00	456.75	3,501.75
HVAC insulation - 1 1/2" FSK insulation wrap, R06 flexible whips and diffusers 1 1/2" FSK insulation wrap new flexible R6 ducting to all diffusers, earthquake wraps or wires to all diffusers, supply and return diffusers, and misc materials.						
Test & Balance - HVAC system (under 20,000 sf)	SF	0.00	0.63	0.00	0.00	0.00
Totals: HVAC				245.00	4,776.75	36,621.75

Electrical

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Electrician - per hour	214.00 HR	0.00	125.96	0.00	4,043.31	30,998.75

Restoration Management Company

Restoration Management Company

CONTINUED - Electrical

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Allowance to run new data, low voltage and electrical runs in floor conduit and reinstall electrical to court desks and work areas.						
ELECTRICAL	1.00 EA	0.00	31,610.00	1,134.01	4,911.60	37,655.61
Electrical wiring and materials						
LIGHT FIXTURES	1.00 EA	0.00	34,941.00	1,253.51	5,429.18	41,623.69
Courtroom Lighting:						
* Demolition of existing lighting						
* Furnish and install 15 Lithonia 2BLT2 Series 2x2 fixtures						
* Furnish and install 4 Lithonia LBR series 6" LED recess lighting in hard lid areas						
* Furnish and install WAC Gemini LED cover lighting						
* Furnish and install dimmers for all new lighting						
* Includes all labor at prevailing wage rates						
Totals: Electrical				2,387.52	14,384.09	110,278.05

Audio Visual

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Electrical - Special Systems - Materials	1.00 EA	0.00	1,625.00	0.00	243.75	1,868.75
Cabling materials per plans.						
Cables will be strapped or hung with either J hooks or D rings. Cat 6 cables will be ran to the second floor IDF where all cabling will be terminated and certified.						
Materials:						
2" conduit down wall to junction box by AV equipment						
Smurf tube from junction box, two locations - Judge and Clerk seats						
Smurf tube from above ceiling down to wall phone and data location - Bailiff seat						
Cat 6E Plenum cable and jack assembly						
Cat 6 RJ45 jack siemens						
Special Systems - Electrician - per hour	32.00 HR	0.00	125.96	0.00	604.61	4,635.33
Cabling labor - prevailing wage						
Court Audio Visual Equipment, Labor and Programming per attached Statement of Work by Court Video Conferencing Services, LLC dated 04/05/2023, includes contractor mark up and prevailing wage rates.						
Electrical - Audio Visual - Equipment	1.00 EA	0.00	92,250.00	0.00	13,837.50	106,087.50
Special Systems - Electrician - per hour	224.00 HR	0.00	125.96	0.00	4,232.25	32,447.29
Audio Visual labor to install all new equipment						
Electrical - Programing labor	56.00 HR	0.00	145.00	0.00	1,218.00	9,338.00
Totals: Audio Visual				0.00	20,136.11	154,376.87

General

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Dumpster load - Approx. 40 yards, 7-8 tons of debris	2.00 EA	990.00	0.00	0.00	297.00	2,277.00

Restoration Management Company

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CONTINUED - General

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Commercial Supervision / Project Management - per hour	288.00 HR	0.00	100.00	0.00	4,320.00	33,120.00
Project Director	120.00 HR	0.00	125.00	0.00	2,250.00	17,250.00
General Laborer - per hour	136.00 HR	0.00	163.69	0.00	3,339.27	25,601.11
Working Foreman - Labor to sign in and supervise all non badge crews						
General Labor - After Hours	24.00 EA	0.00	149.00	0.00	536.40	4,112.40
Working Foreman - Labor to travel to job site first day of work week and return end of work week						
Hotel Charges - as incurred	1.00 EA	0.00	0.00	0.00	0.00	0.00
Hotel Charges - as incurred						
Per Diem - as incurred	1.00 EA	0.00	0.00	0.00	0.00	0.00
Per Diem - As incurred						
Door - detach hardware, prep, install new skin to match and reset hardware - as incurred	1.00 EA	0.00	0.00	0.00	0.00	0.00
Labor and material to detach hardware, prep doors, install new door skin to match and reinstall hardware - As incurred						
Neg. air fan/Air scrub.-Large (per 24 hr period)-No monit.	80.00 DA	0.00	105.50	0.00	1,266.00	9,706.00
Vehicle - Service Van	24.00 DA	0.00	130.00	0.00	468.00	3,588.00
Dumpster load - Approx. 20 yards, 4 tons of debris	5.00 EA	625.00	0.00	0.00	468.75	3,593.75
Disposal charge for seating and case work stored in on site containers						
Progress Invoice	1.00 EA	0.00	-200,000.00	0.00	0.00	-200,000.00
Credit for progress payment in the amount of \$200,000.00						
Totals: General				0.00	12,945.42	-100,751.74
Total: Santa Maria Courthouse				9,517.22	107,041.81	620,653.30

Labor Minimums Applied

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Finish carpentry labor minimum	1.00 EA	0.00	219.03	0.00	32.85	251.88
Totals: Labor Minimums Applied				0.00	32.85	251.88
Line Item Totals: 2023-03-11-1014-2--4				9,517.22	107,074.66	620,905.18

Additional Charges

DESCRIPTION	Charge
California Lumber Assessment Fee	284.36
California Carpet Tile Stewardship Assessment Fee	236.39

Additional Charges Total

\$520.75

Restoration Management Company

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Grand Total Areas:

6,976.38 SF Walls	3,825.53 SF Ceiling	10,801.90 SF Walls and Ceiling
3,825.53 SF Floor	425.06 SY Flooring	732.17 LF Floor Perimeter
2,773.50 SF Long Wall	1,322.75 SF Short Wall	768.17 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
0.00 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Restoration Management Company

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Summary

Line Item Total	504,313.30
California Lumber Assessment Fee	284.36
California Carpet Tile Stewardship Assessment Fee	236.39
Material Sales Tax	9,517.22
Subtotal	514,351.27
Overhead	71,435.18
Profit	35,717.60
Replacement Cost Value	\$621,504.05
Net Claim	\$621,504.05

Kurt Verhoef

Restoration Management Company

Restoration Management Company

Recap by Room

Estimate: 2023-03-11-1014-2--4

Area: Santa Maria Courthouse

Entry/Foyer	1,937.37	0.38%
Court Room	310,227.79	61.51%
Holding Area	8,958.98	1.78%
Rear Entry	1,627.72	0.32%

Area: Back Offices

Hallway	3,899.01	0.77%
Hallway 2	6,988.18	1.39%
Office Area 1	9,746.47	1.93%
Office Area 2	4,811.89	0.95%
Office Area 3	10,246.82	2.03%

Area Subtotal: Back Offices	35,692.37	7.08%
HVAC	31,600.00	6.27%
Electrical	93,506.44	18.54%
Audio Visual	134,240.76	26.62%
General	-113,697.16	-22.54%

Area Subtotal: Santa Maria Courthouse	504,094.27	99.96%
Labor Minimums Applied	219.03	0.04%

Subtotal of Areas	504,313.30	100.00%
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Total	504,313.30	100.00%
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Restoration Management Company

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Recap by Category

O&P Items	Total	%
ACOUSTICAL TREATMENTS	18,685.74	3.01%
CLEANING	2,142.30	0.34%
CONTENT MANIPULATION	10,848.00	1.75%
GENERAL DEMOLITION	8,651.84	1.39%
DOORS	14,880.00	2.39%
DRYWALL	71,388.43	11.49%
ELECTRICAL	58,565.44	9.42%
ELECTRICAL - SPECIAL SYSTEMS	134,240.76	21.60%
FLOOR COVERING - CARPET	45,409.05	7.31%
FLOOR COVERING - VINYL	811.36	0.13%
PERMITS AND FEES	3,120.00	0.50%
FINISH CARPENTRY / TRIMWORK	219.03	0.04%
FRAMING & ROUGH CARPENTRY	37,897.22	6.10%
HEAT, VENT & AIR CONDITIONING	31,600.00	5.08%
INSULATION	8,444.88	1.36%
LABOR ONLY	69,637.84	11.20%
LIGHT FIXTURES	34,941.00	5.62%
MARBLE - CULTURED OR NATURAL	741.50	0.12%
INTERIOR LATH & PLASTER	1,160.66	0.19%
PANELING & WOOD WALL FINISHES	132,614.24	21.34%
PAINTING	9,874.01	1.59%
WATER EXTRACTION & REMEDIATION	8,440.00	1.36%
O&P Items Subtotal	704,313.30	113.32%
Non-O&P Items	Total	%
PERMITS AND FEES	-200,000.00	-32.18%
Non-O&P Items Subtotal	-200,000.00	-32.18%
O&P Items Subtotal	704,313.30	113.32%
Permits and Fees	520.75	0.08%
Material Sales Tax	9,517.22	1.53%
Overhead	71,435.18	11.49%
Profit	35,717.60	5.75%
Total	621,504.05	100.00%

EXHIBIT B

Payment Terms

PERFORMANCE BOND

Bond No. CAC722805
Premium: \$ 11,716.00

KNOW ALL MEN BY THESE PRESENTS:

That the County of Santa Barbara of the State of California (hereinafter referred to as the County) and Jon K.* (hereinafter referred to as Principal) have by a written agreement dated March 17, 2023, entered into a contract identified as: *Takata Corporation dba Restoration Management Company

Project Title: County of Santa Barbara
Santa Maria Courthouse Department 8 Fire Restoration
312 E. Cook St., Santa Maria, Ca 93454
Project No. 22042
(Hereinafter referred to as the Contract) and

That, under the 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

Merchants Bonding Company (Mutual)

as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the County in the amount of \$821,561.57**, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. The 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. **Eight Hundred Twenty-One Thousand Five Hundred Sixty-One and 57/100 Dollars

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 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, the extension of time, alteration or additions to the terms of the Contract or the work or the specifications.

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

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

Jon K. Takata Corporation dba Restoration Management Company

Principal

By: _____

DATED: _____



8-11-23

Surety

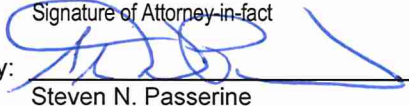
Merchants Bonding Company (Mutual)

DATED: August 11, 2023

Signature of Attorney-in-fact

By: _____

Steven N. Passerine



Jon K. Takata Corporation dba Restoration Management Company

3090 Independence Drive
Livermore, CA 94551

Surety
Address

6700 Westown Parkway
West Des Moines, IA 50266-7754

City, State & Zip Code

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

Andreini and Company

Name of Agent

2010 Crow Canyon Place, Suite 320

Address

San Ramon, CA 94583

City, State & Zip Code

(925) 884-2286

Telephone Number

(650) 378-4361

FAX Number

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

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Contra Costa }

On AUG 11 2023 before me, Shawndrae N. Johnston, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Steven N. Passerine
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 Shawndrae N. Johnston
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Doreen A Green; Kathleen Earle; Shawndrae N Johnston; Steven N Passerine

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

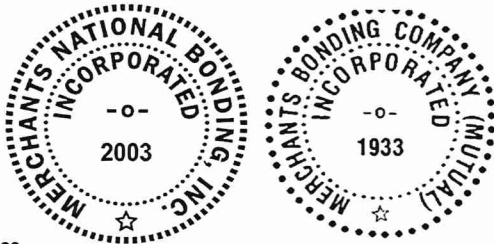
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of December, 2022.

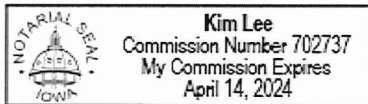


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 15th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

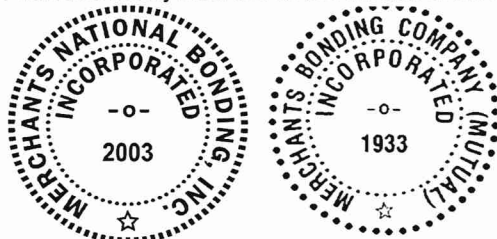



Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of August, 2023.




Secretary

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.

Jon K. Takata Corporation dba Restoration Management Company

Principal

By: 

DATED: 8-14-23

Surety

Merchants Bonding Company (Mutual)

DATED: August 11, 2023

Signature of Attorney-in-fact

By: 

Steven N. Passerine

Jon K. Takata Corporation dba Restoration Management Company

3090 Independence Drive
Livermore, CA 94551

Surety
Address

6700 Westown Parkway
West Des Moines, IA 50266-7754

City, State & Zip Code

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

Andreini and Company

Name of Agent

2010 Crow Canyon Place, Suite 320

Address

San Ramon, CA 94583

City, State & Zip Code

(925) 884-2286

Telephone Number

(650) 378-4361

FAX Number

FAX Number

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

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California }
County of Contra Costa }

On AUG 11 2023 before me, Shawndrae N. Johnston, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Steven N. Passerine
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.



Place Notary Seal and/or Stamp Above

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

Shawndrae N. Johnston

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

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Doreen A Green; Kathleen Earle; Shawndrae N Johnston; Steven N Passerine

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

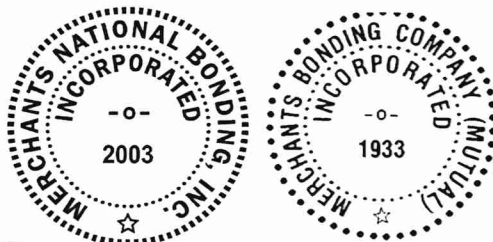
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of December, 2022.

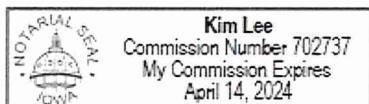


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 15th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

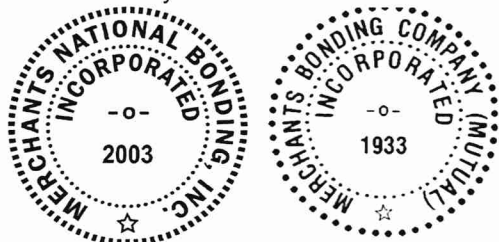


Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of August, 2023.



William Warner Jr.
Secretary

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.