



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

Order DP4198

Order date

3/13/2023

Delivery address

Santa Barbara County
GS AS DIRECTED

Vendor

169957
RESTORATION MANAGEMENT COMPANY

4142 POINT EDEN WAY
HAYWARD
CA
94545
JON K TAKATA

Bill To

Santa Barbara County
912 W. Foster Road Santa Maria, CA 93455 805-934-6506
Traci Lothery

Refer Inquiries to Buyer

Rafael Reyez
rreyez@countyofsb.org

Terms of payment

30 days

Item/Comments	Description	Preferred delivery date	Quantity	Unit	Price	Amount
22042 - RMC - Courts	Time and Materials at the Santa Maria Courts (Building G - T04008) for the mitigation of the fire and water damages in Department 8 sustained on 2.18.2023.	2023-06-30	1.00		200,000.00	200,000.00
Order Total USD					200,000.00	

PUBLIC PROJECT CONTRACT (DP)

GENERAL: CONTRACT for time and materials for the cost associated with necessary repairs at Santa Maria Courts Building G for the mitigation of fire and water damages as per the attached Estimate # 2023-03-11-1014 dated March 11, 2023.

CONTRACT PERIOD: Start date, as directed. Termination date, as directed and NO LATER THAN June 30, 2023.

LIMITATIONS: Total expenditure for the period shall not exceed \$200,000.00. Any increase or decrease in this total amount may be authorized only upon written notice from the County Chief Procurement Officer.

SPECIFICATIONS AND GENERAL CONDITIONS (ver. 2016-04-05) APPLIES.

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

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

section 1725.5.

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

NOTE TO CONTRACTOR: No payment will be due or payable unless this contract is properly executed and returned to the County Purchasing Office. Do not commence performance until you have executed this contract and returned it to the County of Santa Barbara Purchasing Division, 260 N San Antonio Rd, Santa Barbara, CA 93110. Your signature certifies that the License Number indicated is currently filed with the California State License Board and you are listed on the personnel of this License Number.

DocuSigned by:
Kurt Verhoef
 Accepted By: (X) _____
C823CF29D5DE4AB...
 Print Name/Title: Kurt Verhoef Date: 3/17/2023 | 7:34 PM PDT
 Applicable Contractor License #: 765595

Phung Loman
 COUNTY OF SANTA BARBARA

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

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

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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.

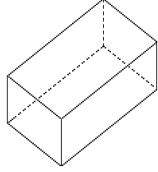
Project Supervision

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.

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2023-03-11-1014**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	

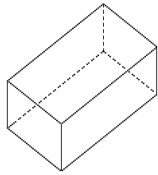
Missing Wall - Goes to Floor**(2) 6' X 7'****Opens into Exterior****DESCRIPTION****QTY**

Mask per square foot for drywall work	50.80 SF
Batt insulation replacement per LF - 6" - up to 2' tall	16.67 LF
5/8" drywall - hung, taped, ready for texture	33.33 SF
Tape joint for new to existing drywall - per LF	16.67 LF
Texture drywall - light hand texture	71.25 SF
Mask and prep for paint - plastic, paper, tape (per LF)	28.67 LF
Seal part of the walls w/latex based stain blocker - one coat	87.00 SF
Paint the walls - two coats	174.00 SF
Batt insulation - 10" - R30 - unfaced batt	50.80 SF
Suspended ceiling tile - Premium grade - 2' x 4'	50.80 SF
Carpet tile - High grade	50.80 SF
Cove base molding - rubber or vinyl, 4" high	16.67 LF
Final cleaning - construction - Commercial	50.80 SF

NOTES:

Restoration Management Company

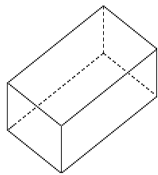
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Court Room

LxWxH 57' 9" x 28' x 11'

1454.50 SF Walls	1617.00 SF Ceiling
3071.50 SF Walls & Ceiling	1617.00 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

Mask per square foot for drywall work	2013.00 SF
Batt insulation replacement per LF - 6" - up to 2' tall	188.00 LF
5/8" drywall - hung, taped, ready for texture	376.00 SF
Tape joint for new to existing drywall - per LF	188.00 LF
Texture drywall - light hand texture	1067.25 SF
Mask and prep for paint - plastic, paper, tape (per LF)	188.00 LF
Seal part of the walls w/latex based stain blocker - one coat	1017.50 SF
Paint the walls - two coats	2035.00 SF
Batt insulation - 10" - R30 - unfaced batt	2013.00 SF
Suspended ceiling tile - Premium grade - 2' x 4'	2013.00 SF
Carpet tile - High grade	2013.00 SF
Carpet cove (wall wrap) - 4"	50.00 LF
Cove base molding - rubber or vinyl, 4" high	188.00 LF
Carpenter - General Frammer - per hour	48.00 HR
Labor to frame raised Jury and Judges areas	
FRAMING MATERIALS	1.00 EA
Framing materials for raised Jury and Judges areas	
Special paneling - ornate hardwood feature wall	1449.50 SF
Stud wall - 2" x 6" - 16" oc	200.00 SF
Special paneling - ornate hardwood feature wall	400.00 SF
Sill - cultured marble on 2" x 6" wall	50.00 LF
Electrician - per hour	288.00 HR

Allowance to run new data, low voltage and electrical runs in floor conduit and reinstall electrical to court desks and work areas.

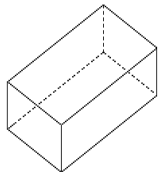
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CONTINUED - Court Room

DESCRIPTION	QTY
ELECTRICAL	1.00 EA
Electrical lights, wiring and materials	
HVAC Technician - per hour	64.00 HR
HVAC technicians to install new insulation wrap around existing duct work	
Ductwork - flexible - insulated - 8" round	40.00 LF
Test & Balance - HVAC system (under 20,000 sf)	2013.00 SF
Final cleaning - construction - Commercial	2013.00 SF

NOTES:



Holding Area

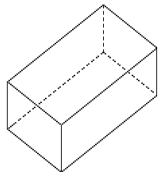
LxWxH 11' x 7' 1" x 9'

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

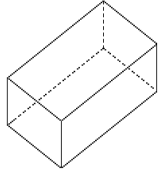
Missing Wall - Goes to neither Floor/Ceiling

3' 9" X 3' 9"

Opens into Holding Area

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Subroom 2: Offset 3 Rm 115

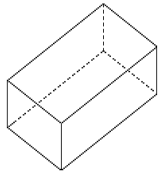
LxWxH 5' 4" x 5' 3" x 9'

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

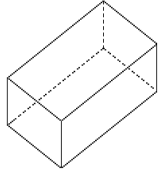
QTY

Mask per square foot for drywall work	192.57 SF
Batt insulation replacement per LF - 6" - up to 2' tall	88.33 LF
Two coat plaster over 5/8" gypsum core blueboard	88.33 SF
Tape joint for new to existing drywall - per LF	88.33 LF
Texture drywall - light hand texture	272.25 SF
Mask and prep for paint - plastic, paper, tape (per LF)	109.33 LF
Seal part of the walls w/latex based stain blocker - one coat	404.44 SF
Paint the walls - two coats	808.88 SF
Batt insulation - 10" - R30 - unfaced batt	192.57 SF
Suspended ceiling tile - Premium grade - 2' x 4'	192.57 SF
Carpet tile - High grade	192.57 SF
Cove base molding - rubber or vinyl, 4" high	88.33 LF
Final cleaning - construction - Commercial	192.57 SF

NOTES:

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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

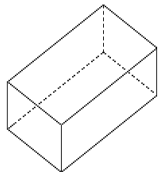
DESCRIPTION

QTY

Mask per square foot for drywall work	42.00 SF
Batt insulation replacement per LF - 6" - up to 2' tall	15.50 LF
5/8" drywall - hung, taped, ready for texture	31.00 SF
Tape joint for new to existing drywall - per LF	15.50 LF
Texture drywall - light hand texture	72.00 SF
Mask and prep for paint - plastic, paper, tape (per LF)	18.50 LF
Seal part of the walls w/latex based stain blocker - one coat	72.75 SF
Paint the walls - two coats	145.50 SF
Batt insulation - 10" - R30 - unfaced batt	42.00 SF
Suspended ceiling tile - Premium grade - 2' x 4'	42.00 SF
Carpet tile - High grade	42.00 SF
Cove base molding - rubber or vinyl, 4" high	15.50 LF
Final cleaning - construction - Commercial	42.00 SF

NOTES:

Back Offices



Hallway

LxWxH 46' 5" x 6' x 9'

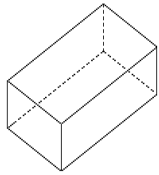
943.50 SF Walls	278.50 SF Ceiling
1222.00 SF Walls & Ceiling	278.50 SF Floor
30.94 SY Flooring	104.83 LF Floor Perimeter
417.75 SF Long Wall	54.00 SF Short Wall
104.83 LF Ceil. Perimeter	

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DESCRIPTION	QTY
R&R Carpet tile - High grade	278.50 SF
Final cleaning - construction - Commercial	278.50 SF

NOTES:



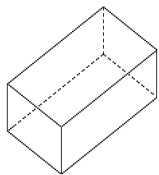
Hallway 2

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
Mask per square foot for drywall work	251.72 SF
5/8" - drywall per LF - up to 2' tall	81.00 LF
Drywall tape joint / repair - per LF	29.00 LF
Mask and prep for paint - plastic, paper, tape (per LF)	81.00 LF
Seal the surface area w/latex based stain blocker - one coat	160.00 SF
Paint the walls - two coats	729.00 SF
R&R Carpet tile - High grade	251.72 SF
Final cleaning - construction - Commercial	251.72 SF

NOTES:



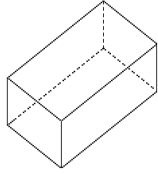
Office Area 1

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

670.50 SF Walls	343.68 SF Ceiling
1014.18 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	

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Subroom 1: Offset

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

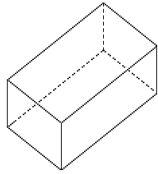
349.50 SF Walls	94.21 SF Ceiling
443.71 SF Walls & Ceiling	94.21 SF Floor
10.47 SY Flooring	38.83 LF Floor Perimeter
89.25 SF Long Wall	85.50 SF Short Wall
38.83 LF Ceil. Perimeter	

DESCRIPTION

QTY

R&R Carpet tile - High grade	437.89 SF
Content Manipulation charge - per hour	32.00 HR
Final cleaning - construction - Commercial	437.89 SF

NOTES:



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

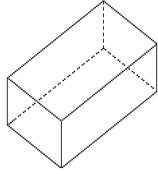
QTY

R&R Carpet tile - High grade	85.42 SF
Content Manipulation charge - per hour	16.00 HR
Final cleaning - construction - Commercial	85.42 SF

NOTES:

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Office Area 3

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

786.00 SF Walls	473.63 SF Ceiling
1259.63 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

R&R Carpet tile - High grade	473.63 SF
Content Manipulation charge - per hour	16.00 HR
Final cleaning - construction - Commercial	473.63 SF

NOTES:

HVAC

DESCRIPTION

QTY

Cleaning Technician - per hour	96.00 HR
HVAC Duct cleaning all registers, vents, plenums and roof mount units	

NOTES:

General

DESCRIPTION

QTY

Dumpster load - Approx. 40 yards, 7-8 tons of debris	2.00 EA
Finish Carpenter - per hour	96.00 HR
Labor to install new bolt down bench and barrel seating	
Commercial Supervision / Project Management - per hour	64.00 HR
Project Director	16.00 HR

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CONTINUED - General

DESCRIPTION	QTY
Hotel Charges	1.00 EA
Per Diem Charges	1.00 EA
Fuel surcharge	1.00 EA
Hotel Charges	1.00 EA
Hotel Charges - as incurred	
Per Diem	180.00 EA
Per Diem - As incurred	
Neg. air fan/Air scrub.-Large (per 24 hr period)-No monit.	80.00 DA

NOTES:

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	



Public Project Contracts Specifications and General Conditions

THESE TERMS & CONDITIONS apply to the Contract established between the County of Santa Barbara, a political subdivision of the State of California ("we/us/our/County") by its Purchasing Division ("Purchasing"), and the individual or entity identified as "Vendor" on the Contract form to which this document is attached ("you/you/Contractor"), including your agents, employees or sub-contractors. **Your signature means you have read and accepted these terms and conditions.**

SPECIFICATIONS

The Contractor shall furnish all tools, equipment, apparatus, labor, materials, workmanship, transportation, and services necessary to perform and complete the job at the designated location in a good and workmanlike manner, in accordance with the attached contract specifications.

1. **EXAMINATION OF SITE.** The Contractor shall have examined the site of work and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the Contract sum will be made because of lack of such examination.
2. **RESPONSIBILITIES OF THE CONTRACTOR.** It shall be the responsibility of the Contractor to establish knowledge of the general area and the specific site to familiarize her/himself with the access and egress, construction or building difficulties and method of delivery and installation, all of which could affect Contractor's ability to perform the work. It shall be the responsibility of the Contractor to cope with all these eventualities.
3. **PROTECTION OF PROPERTY.** The Contractor shall take all needed precautions to protect the property both real and personal of the County and private individuals and shall safeguard the passing public from harm and from any eventualities arising during the course of the work. The Contractor shall make certain that these safeguards are used both during and after the hours of work.
4. **WORKMANSHIP.** All work shall be performed in a neat and professional manner using the best recognized practices of the particular trade involved and shall be accomplished by mechanics and workers skilled and trained to properly complete the work required. The work shall proceed vigorously to completion once it is started. Time is of the essence.
5. **COSTS.** The Contract price is to include all materials and all labor and shall cover all costs of the use of the usual machinery and tools required in the work and shall include all of the Contractor's profits, supervision, and other expenses. This amount shall include all of the Contractor's costs of insurance for property damage and public liability protection, social security benefits, unemployment insurance for workers, and any other benefits, costs, or charges required to be forwarded by the Contractor.
6. **PAYMENTS NOT ACCEPTANCE.** No certificate given or payments made under this Contract, except the final payment, shall be evidence of the performance of this Contract, either wholly or in part, against any claim upon the 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. The Contractor agrees that the payment for final quantities due under this Contract and the payment of undisputed contract amounts due for any work in accordance with any amendments of this Contract, shall release the County of Santa Barbara from any and all claims or liabilities on account of work performed under this Contract or any amendments thereof related to those amounts.
7. **EXCAVATIONS.** Before any pavement resurfacing, displacement or excavation of the ground that may be required by any performance under this Agreement, the Contractor shall obtain an inquiry identification number by calling Underground Service Alert (USA) 1 (800) 422-4133 or 1 (800) 227-2600 or by such other means as may be required; shall conform to all requirements of Government Code Sections 4215 through 4217 regarding any such pavement resurfacing, displacement or excavation, including the payment of any fees required; and shall facilitate performance by the County of any obligation required of the County under said Sections. There shall be no performance under this Contract by either party unless and until the provisions of such Sections are complied with and the County Representative is notified regarding the compliance.
8. **RIGHT TO AUDIT.** The Contractor shall keep such business records pursuant to this Contract as would be kept by a reasonably prudent practitioner of the Contractor's profession and shall maintain such records for at least four (4) years following the termination of this Contract. All accounting records shall be kept in accordance with generally accepted accounting principles. The County shall have the right to audit and

review all such documents and records at any time during the Contractor's regular business hours or upon reasonable notice. In addition, if this Contract exceeds ten thousand dollars (\$10,000.00), the Contractor's records shall be subject to the examination and audit of the California State Auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the Contract (Cal. Govt. Code Section 8546.7). The Contractor shall participate in any audits and reviews, whether by the County or the State, at no charge to the County.

9. **COMPLIANCE WITH LAW, AMENDMENTS.** The Contractor shall keep fully informed of all laws, ordinances and regulations which do or may affect the conduct of the work, the materials used therein or persons engaged or employed thereon and all such orders of bodies and tribunals having any jurisdiction over same. If it be found that the Special Provisions or Standard Specifications for the work conflict with any such law, ordinance or regulation, the Contractor shall immediately report same to the County Representative in writing. The Contractor shall at all times observe and comply with and shall cause all agents and employees to observe and comply with all such laws, ordinances, regulations or decrees as the same now exists or may be hereafter amended and all superseding provisions thereof. The Contractor acknowledges, particularly, the provisions of Sections 9364 and Sections 9550 and 9560, inclusive, of the Civil Code of California.

GENERAL CONDITIONS

1. **INSURANCE AND INDEMNIFICATION.** Contractor agrees to the indemnification and insurance provisions as set forth in Exhibit C attached hereto and incorporated herein by reference.

2. **BONDS.** For contracts of more than \$25,000.00, the Contractor will furnish a payment bond of 100% of the Contract price as a condition to execution of the contract, and prior to any performance hereunder. For contracts of \$10,000.00 or more, the County may require the Contractor to furnish the following bonds as a condition to execution of the contract and prior to any performance hereunder:

- a) Payment Bond of 100% of the Contract price; and
- b) Faithful Performance Bond for 100% of the Contract price.

3. **HOURS OF WORK.** Eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and it is expressly stipulated that no worker employed at any time for the Contract, or by any sub-contractor under this Contract, upon the work, shall be required or permitted to work thereon more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except as provided in Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, all the provisions whereof are deemed to be incorporated herein as if fully set out; and it is further expressly stipulated that for each and every violation for said last named stipulation, said Contractor shall forfeit, as a penalty to the County, Twenty-five Dollars (\$25.00) for each worker employed the Contractor in the execution of this contract; or by any sub-contractor under this Contract, for each calendar day during which said worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of said section of the Labor Code.

4. **PREVAILING WAGE RATES.** Contractor shall comply with the California Labor Code, including but not limited to the payment of prevailing wages when required. The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are on file at the office of the County Architect, 1105 Santa Barbara Street, Santa Barbara, CA 93101. Copies of these general prevailing wage rates shall be made available to any interested party on request. Changes, if any to the general prevailing wage rates will be available at the same location. The prevailing wage rates are also available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/dlsr/pwd>. The Contractor shall post applicable prevailing wage rates at each job site.

5. **NON-DISCRIMINATION IN EMPLOYMENT.** Federal and State Laws prohibit discrimination in employment.

The California Fair Employment and Housing Act (Government Code Title 2, Division 3, Part 2.8) prohibits discrimination in employment on the basis of race, religious creed, color, sex, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, age, sexual orientation, national origin, ancestry, or military and veteran status and applies to all employers, employment agencies and labor organizations.

Title VII of the Federal 1964 Civil Rights Act (42 U.S.C. Section 1000c-2000c-17) prohibits employment or discrimination on the basis of race, color, sex, religion, or national origin, and applies to all employers that employ at least 15 workers during each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

In accordance with Chapter 2, Article XIII of the County of Santa Barbara County Code, the County of Santa Barbara reserves the right to terminate forthwith each and every written contract and agreement (except purchase orders) respecting real property, goods and/or services entered into by the County of Santa Barbara 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 person 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 disability, Vietnam era veteran/disabled, age, medical condition, marital status, ancestry, sexual orientation, or other legally protected status.

6. **TERMINATION OF CONTRACT.** The County of Santa Barbara Purchasing Agent may, by giving ten (10) days written notice to the vendor, terminate the contract, prior to the designated ending date, FOR DUE CAUSE. Due cause for termination of contract shall be, but not limited to, the best interest of the County, failure of the product to meet specifications, and/or for reasons of unsatisfactory service.

The County may, upon giving thirty (30) days written notice to the Contractor, terminate the contract without cause. Upon such termination, County shall be liable to Contractor only for any costs expended up to the date of the termination.

7. **WORKERS' COMPENSATION INSURANCE.** Contractor certifies as to knowledge of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor will comply with such provisions before commencing the performance of the work of this Contract.

8. **INDEPENDENT CONTRACTOR.** It is mutually understood and agreed that Contractor (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to County and not as an officer, agent, servant, employee, joint venturer, partner, or associate of County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions hereof. Contractor understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits.

9. **DEBARMENT AND SUSPENSION.** 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.

10. **ENTIRE AGREEMENT.** This Contract constitutes the final, complete, and exclusive statement of the agreement between the County and Contractor and supersedes all prior and contemporaneous understandings or agreements of the parties, including, notwithstanding anything to the contrary, any conflicting provisions introduced by documents provided by Contractor.

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.

Reyez, Rafael

From: pwc100@dir.ca.gov
Sent: Friday, March 17, 2023 11:51 AM
To: Reyez, Rafael; Christian Garcia
Subject: Project Creation

Caution: This email originated from a source outside of the County of Santa Barbara. Do not click links or open attachments unless you verify the sender and know the content is safe.

Hello,

Thank you for using the PWC-100 online application.

This email confirms the submission of a new project titled "DP4198" that was created on 17 Mar 2023 and assigned **DIR Project ID 458293**.

Please share this **DIR Project ID** number with each contractor on the project. They will need this number to submit certified payroll records into DIR's Electronic Certified Payroll Reporting(eCPR) database.

Thank you for your submission

Sincerely,

Public Works Program
Division of Labor Standards Enforcement
Department of Industrial Relations
State of California