

**COUNTY OF SANTA BARBARA  
DEPARTMENT OF PUBLIC WORKS  
TRANSPORTATION DIVISION**



# **CONTRACT**

**FOR**

**PADARO LANE  
SUMMERLAND COASTAL  
ACCESS IMPROVEMENTS  
IN THE 1ST SUPERVISORIAL DISTRICT**

**COUNTY PROJECT NO. 862419**

**SCOTT D. MCGOLPIN  
DIRECTOR OF PUBLIC WORKS**

**COUNTY OF SANTA BARBARA AGREEMENT FOR:**

**COUNTY PROJECT NO. 862419**

**Auditor-Controller Contract No. \_\_\_\_\_**

THIS AGREEMENT, herein called Agreement, is made by and between the County of Santa Barbara, a political subdivision of the State of California, herein called County, and Tomar Construction, Inc., herein referred to as Contractor, for the completion of the work identified herein, on the following terms, conditions, and provisions:

**1. CONTRACT**

This Agreement includes and incorporates by reference all Contract Documents.

The Contract is comprised of all documents distributed to bidders as part of the Bid Package, including, but not limited to:

1. Notice to Bidders and Special Provisions
2. Project Plans
3. State of California, Department of Transportation 2018 Standard Specifications as modified by County Provisions
4. State of California, Department of Transportation 2018 Standard Plans
5. State of California, Department of Transportation 2018 Revised Standard Specifications
6. County of Santa Barbara, Department of Public Works, Standard Details dated September 2011
7. Santa Barbara County Code
8. Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished
9. The Bid Book/Proposal executed and submitted by the Contractor
10. Notice to Bidders
11. The Faithful Performance and Payment Bonds, and
12. Any Addenda or Change Orders

The Contractor acknowledges receipt of all such documents as were not already in the Contractor's possession. Said incorporated documents are referred to herein as the "Contract" or "Contract Documents".

Copies of all said documents are on file in the Department of Public Works Office of the County and have been and will be made available to the Contractor during the term of this Agreement.

The Special Provisions for the work to be done are entitled:

**COUNTY OF SANTA BARBARA; NOTICE TO BIDDERS AND SPECIAL PROVISIONS FOR PADARO LANE SUMMERLAND COASTAL ACCESS IMPROVEMENTS IN THE 1ST SUPERVISORIAL DISTRICT**

The project plans for the work to be done are entitled:

**COUNTY OF SANTA BARBARA; STATE OF CALIFORNIA; DEPARTMENT OF PUBLIC WORKS; PLANS FOR THE CONSTRUCTION OF PADARO LANE SUMMERLAND COASTAL ACCESS IMPROVEMENTS IN THE 1ST SUPERVISORIAL DISTRICT**

**2. WORK**

Contractor agrees, at his own proper cost and expense, to do all the work and furnish all equipment and materials, except such as mentioned in the specifications to be furnished by the County, necessary to perform and complete the work described in the documents referred to above, in a good and workmanlike manner to the satisfaction of the Director of Public Works of said County, all in strict accordance with the Plans and the Contract Documents provided.

**3. TERM**

The Contractor shall complete work in 30 working days and in accordance with 8-1.04B.

**4. PAYMENTS NOT ACCEPTANCE**

No certificate given or payments made under this Contract 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's acceptance of 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 from any and all claims or liabilities on account of work performed under this Contract or any amendments thereof related to those amounts. In addition to guarantees required elsewhere, Contractor shall and does hereby guarantee all workmanship and material to be free of

defects for a period of one year from and after the recordation of the Notice of Completion by the County, and Contractor shall repair or replace any or all work and material, together with any other portions of the work which may be displaced in so doing, that in the opinion of the Engineer, is or becomes defective during the period of said guarantee without expense whatsoever to the County.

## **5. PAYMENT**

As full compensation for furnishing all labor, supervision, overhead, materials, and equipment and for doing all the work completed and embraced in this Agreement 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 requirements of the Contractor under this Agreement is and shall be \$469,916, to be paid as provided in the Contract Documents.

The Engineer is authorized to order, as change order work, the performance of supplemental work itemized in the attached Estimate of Job Costs, totaling \$30,000 to be paid as provided in the Contract Documents. In no event shall the County be liable for the cost of any supplemental work unless approved in advance and in writing by the Engineer.

The Engineer is authorized to order, as change order work, changes and additions to the work being performed under this contract in an amount not to exceed \$37,496 (Contingency) in accordance with California Public Contract Code Sections 20142 and 20395, as applicable, to be paid as provided in the Contract Documents.

## **6. CONFLICT OF INTEREST**

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

## **7. NO PUBLICITY OR ENDORSEMENT**

Contractor shall not use County's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Contractor shall not use County's name or logo in any manner that would give the appearance that the County is endorsing Contractor. Contractor shall not in any way contract on behalf of or in the name of County. Contractor shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the County or its projects, without obtaining the prior written approval of County.

## **8. COUNTY PROPERTY AND INFORMATION**

All of County's property, documents, and information provided for Contractor's use in connection with the services shall remain County's property, and Contractor shall return any such items whenever requested by County and whenever required according to the Termination section of this Agreement. Contractor may use such items only in connection with providing the services. Contractor shall not disseminate any County property, documents, or information without County's prior written consent.

## **9. RECORDS, AUDIT, AND REVIEW**

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

If federal, state, or County audit exceptions are made relating to this Agreement, Contractor shall reimburse all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments, and all other costs of whatever nature. Immediately upon notification from County, Contractor shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification.

#### **10. 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.

#### **11. ENTIRE AGREEMENT AND CHANGE ORDERS**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties, or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

#### **12. COMPLIANCE WITH LAW**

Contractor shall, at its sole cost and expense, comply with all County, State, and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County is a party thereto or not, that Contractor has violated any such ordinance or statute, shall be conclusive of that fact as between Contractor and County.

#### **13. CALIFORNIA LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County, if in state court, or in the federal district court nearest to the County, if in federal court.

#### **14. EXECUTION OF COUNTERPARTS**

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

#### **15. AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

#### **16. SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

#### **17. PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in Section 1, contract documents herein, these numbered sections shall prevail.

**CONTRACTOR SIGNATURE PAGE**

Agreement for services and work to be performed by Contractor between the County and Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by County.

**CONTRACTOR:**

John Fkiaras  
Tomar Construction, Inc.  
120 S. Calavo, Suite B  
Santa Paula, CA 93060

License No. 693713  
Business Type: CORPORATION  
office@tomarconstructioninc.com  
(805) 525-6500

By:   
\_\_\_\_\_  
Authorized Representative

Date: 11/03/2012  
\_\_\_\_\_


COUNTY SIGNATURE PAGE

Agreement for services and work to be performed by Contractor between the County and Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by County.


RECOMMENDED FOR APPROVAL:

Scott D. McGolpin  
Director of Public Works

By:   
Department Head

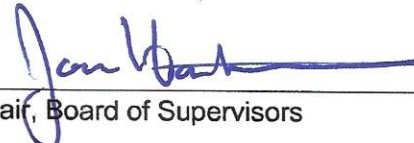
ATTEST:

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By:   
Deputy Clerk

COUNTY OF SANTA BARBARA:

Joan Hartmann

By:   
Chair, Board of Supervisors

Date: 12-13-22

APPROVED AS TO FORM:

Rachel Van Mullem  
County Counsel

By:   
Deputy County Counsel

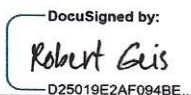
APPROVED AS TO FORM:

Greg Milligan  
Risk Manager

By:   
Risk Management

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer  
Auditor-Controller

By:   
Deputy

Fiscal Responsibility \_\_\_\_\_

Department	Division	Subdivision	Program	Organization Unit	Fund	Account	Area
054	02	03	2830	0600	0017	7510	1011

## BID ITEM LIST

Item No.	F	Item Code	Description	Unit	Bid Quantity	Unit Price	Item Cost
1		120100	TRAFFIC CONTROL SYSTEM	LS	1	\$19,200.00	\$19,200.00
2		128651	PORTABLE CHANGEABLE MESSAGE SIGN (EA)	EA	2	\$1,920.00	\$3,840.00
3		130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1	\$1,280.00	\$1,280.00
4		170103	CLEARING AND GRUBBING (LS)	LS	1	\$25,600.00	\$25,600.00
5		190101	ROADWAY EXCAVATION	CY	240	\$128.00	\$30,720.00
6		200112	RELOCATE BOULDERS & BOLLARDS	LS	1	\$3,200.00	\$3,200.00
7		205034	DECOMPOSED GRANITE	SQFT	3600	\$13.00	\$46,800.00
8		250301	CLASS 3 AGGREGATE SUBBASE	CY	54	\$153.00	\$8,262.00
9		390136	MINOR HOT MIX ASPHALT	TON	120	\$458.00	\$54,960.00
10		394073	PLACE HOT MIX ASPHALT DIKE (TYPE A)	LF	830	\$26.00	\$21,580.00
11		394074	PLACE HOT MIX ASPHALT DIKE (TYPE C)	LF	25	\$26.00	\$650.00
12		394076	PLACE HOT MIX ASPHALT DIKE (TYPE E)	LF	25	\$26.00	\$650.00
13		490700	INSTALL STEEL SOLDIER PILE (COUNTY FURNISHED)	LF	160	\$128.00	\$20,480.00
14	F	510502	MINOR CONCRETE (MINOR STRUCTURE)	CY	3	\$768.00	\$2,304.00
15		511106	DRILL AND BOND DOWEL	LF	30	\$128.00	\$3,840.00
16	F	570120	TREATED LUMBER AND TIMBER	MFBM	2	\$12,800.00	\$25,600.00
17		730070	DETECTABLE WARNING SURFACE	SQFT	59	\$71.00	\$4,189.00
18		731521	MINOR CONCRETE (SIDEWALK)	CY	47	\$1,075.00	\$50,525.00
19		731626	MINOR CONCRETE (CURB AND CURB RAMP)	CY	8	\$1,920.00	\$15,360.00
20	F	750502	MISCELLANEOUS METAL (RETAINING WALL)	LB	200	\$13.00	\$2,600.00
21		803015	REMOVE WOOD FENCE	LF	350	\$13.00	\$4,550.00
22		800061	FENCE (WOOD, 3-RAIL, POLECRAFT)	LF	130	\$85.00	\$11,050.00
23		800062	FENCE (WOOD, 2-RAIL, POLECRAFT)	LF	390	\$69.00	\$26,910.00
24		820610	RELOCATE ROADSIDE SIGN	EA	3	\$689.00	\$2,067.00

25	839608	CRASH CUSHION (TL-2) (NATINA)	EA	1	\$69,120.00	\$69,120.00
26	839752	REMOVE GUARDRAIL	LF	49	\$128.00	\$6,272.00
27	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	110	\$29.00	\$3,190.00
28	066801	GATE AND HARDWARE	LS	1	\$1,280.00	\$1,280.00
29	820600	RELOCATE ROADSIDE SIGN-TWO POST (LOON POINT BEACH ACCESS)	EA	1	\$885.00	\$885.00
30	820840	ROADSIDE SIGN - ONE POST	EA	6	\$492.00	\$2,952.00
<b>TOTAL BID</b>					<b>\$469,916.00</b>	



**ESTIMATE OF JOB COSTS****Contract/Project No. 862419****Date Opened:** Thursday, October 20, 2022**Project Name and Location:** PADARO LANE SUMMERLAND COASTAL ACCESS IMPROVEMENTS IN THE 1ST SUPERVISORIAL DISTRICT

Bid Amount: \$ 469,916

**Supplemental Items**

<b>Item Code</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Item Cost</b>
66070	SUPPLEMENTAL WORK (MAINTAIN TRAFFIC)	LS	1	\$5,000.00	\$5,000.00
66081	SUPPLEMENTAL WORK (PUBLIC CONVENIENCE)	LS	1	\$10,000.00	\$10,000.00
66243	SUPPLEMENTAL WORK (ADDITIONAL SUBBASE)	LS	1	\$5,000.00	\$5,000.00
66391	SUPPLEMENTAL WORK (ADDITIONAL PAVING ASPHALT)	LS	1	\$5,000.00	\$5,000.00
66595	SUPPLEMENTAL WORK (WATER POLLUTION CONTROL MAINTENANCE SHARING)	LS	1	\$2,000.00	\$2,000.00
66596	SUPPLEMENTAL WORK (ADDITIONAL WATER POLLUTION CONTROL)	LS	1	\$2,000.00	\$2,000.00
66670	SUPPLEMENTAL WORK (PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS)	LS	1	\$1,000.00	\$1,000.00


Supplemental Work Total: \$30,000

Project Contingencies: \$37,496

**TOTAL AUTHORIZATION: \$537,412**

**CERTIFICATE OF COMPLIANCE**

This is to certify that all requirements for insurance of subcontractors as specified for this project have been met.

  
\_\_\_\_\_  
Tomar Construction, Inc.

John Fkiaras  
\_\_\_\_\_  
BY


Vice President  
\_\_\_\_\_  
Title

November 1, 2022  
\_\_\_\_\_  
Date

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**CALIFORNIA LABOR CODE SECTION 1860 AND 1861 CERTIFICATION**

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

  
\_\_\_\_\_  
Tomar Construction, Inc.

John Fkiaras  
\_\_\_\_\_  
BY

Vice President  
\_\_\_\_\_  
Title

November 1, 2022  
\_\_\_\_\_  
Date

Submit completed form with your Agreement, Bonds, and Certificates of Insurance.

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That the County of Santa Barbara of the State of California (hereinafter referred to as the County) Tomar Construction, Inc. (hereinafter referred to as Principal) have by written agreement dated \_\_\_\_\_, entered into a Contract identified as:

Project Title: PADARO LANE SUMMERLAND COASTAL ACCESS IMPROVEMENTS IN THE 1ST SUPERVISORIAL DISTRICT

County Project No. 862419

(Hereinafter referred to as the Contract) and

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

NOW, THEREFORE, said Principal and \_\_\_\_\_  
\_\_\_\_\_

as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the County in the amount of \$469,916 for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. The payment bond must also contain provisions which automatically increase amounts thereof and/or time of completion or both for all change orders, extensions and additions to the work provided pursuant to this Agreement. Surety shall be and hereby warrants that it is currently listed as an insurer authorized and admitted by the California Insurance Commissioner to issue surety insurance in the State of California, in the list published by the California Department of Insurance.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named or referred to in Section 9100 of the California Civil Code, or amounts due under Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractor and his Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor as required by Division 3, Part 4, Title XV, Chapter 7 (commencing at Section 9550) of the California Civil Code, or this bond, then said Surety will pay for the same, in an amount not to exceed the amount hereinafter set forth.

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

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

**PAYMENT BOND**

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

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

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

\_\_\_\_\_  
BY:

\_\_\_\_\_  
Signature of Attorney-in-fact

\_\_\_\_\_  
DATED:

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

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

\_\_\_\_\_  
Name of Agent

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Fax Number

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

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That the County of Santa Barbara of the State of California (hereinafter referred to as the County) and Tomar Construction, Inc. (hereinafter referred to as Principal) have by written agreement dated \_\_\_\_\_, entered into a Contract identified as:

Project Title: PADARO LANE SUMMERLAND COASTAL ACCESS IMPROVEMENTS IN THE 1ST SUPERVISORIAL DISTRICT  
County Project No. 862419

(Hereinafter referred to as the Contract) and

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

NOW, THEREFORE, said Principal and \_\_\_\_\_  
\_\_\_\_\_

as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the County in the amount \$469,916 for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. Surety shall be and hereby warrants that it is currently listed as an insurer authorized and admitted by the California Insurance Commissioner to issue surety insurance in the State of California, in the list published by the California Department of Insurance.

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

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

**PERFORMANCE BOND**

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

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

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

\_\_\_\_\_  
BY:

\_\_\_\_\_  
Signature of Attorney-in-fact

\_\_\_\_\_  
DATED:

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

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

\_\_\_\_\_  
Name of Agent

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Fax Number

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

## **ATTACHMENT A**

County of Santa Barbara  
Public Works  
Civil and Respectful Workplace Contract Requirements Policy

**County of Santa Barbara**  
**Public Works**  
**Civil and Respectful Workplace Contract Requirements Policy**

This Civil and Respectful Workplace Contract Requirements Policy ("policy") applies to construction contracts awarded by the County of Santa Barbara for Public Works construction. The policy is applicable to County employees, vendors, Prime Contractors and Subcontractors and all employees working on, or providing supervision, administration, materials, or other components of work related to Public Works projects (hereinafter "Parties").

**I. Commitment to a Civil and Respectful (Non-Abusive) Workplace**

By implementation of this policy, the County is making clear its intent to review and resolve issues of civil and disrespectful and/or abusive conduct in a similar manner to Equal Employment Opportunity (EEO) issues. The County of Santa Barbara is committed to creating and maintaining a positive and productive work environment for its employees, partners, customers, and clients. The County of Santa Barbara embraces the concept of a Civil and Respectful Workplace as a core value, and is committed to promoting an environment where employees, vendors, and contractors respect each other in an atmosphere of collaboration, openness, safety, and equality. Failure to abide by this policy may be considered a material breach that could result in termination of a contract.

**II. Examples of Uncivil and Disrespectful and/or Abusive Behavior**

The County of Santa Barbara expects its employees and partners to be mindful of their behavior and its potential impacts on others at all times. Accordingly, consistent with this and other relevant County policies, all Parties are expected to refrain from engaging in uncivil and disrespectful and/or abusive behavior. Uncivil and disrespectful behavior may or may not be intentional. Unintentionally uncivil and disrespectful behavior may still violate this policy, notwithstanding the legal definition of "abusive conduct" in California Government Code § 12950.5 provided in the following paragraph.

"Abusive conduct" is "conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless especially severe and egregious."

Examples of uncivil and disrespectful and/or abusive behavior which are prohibited by this policy include, but are not limited to:

- Abusive language in any form of communication;
- Exhibiting aggressive behaviors such as shouting, threats of violence, or other non-verbal expressions of aggression (e.g., pounding a desk);
- Talking down to others, using degrading remarks or a condescending tone of voice;
- Embarrassing, degrading, and/or humiliating employees publicly in front of others;
- Undermining another's work;



- Intentionally withholding necessary information from an employee, or giving them wrong information, thereby impeding the ability to do their jobs;
- Demeaning jokes, rumors or gossip, or harassment;
- Encouraging others to disregard County instructions or orders for jobsite work;
- Using this policy and procedure to make a knowingly false complaint or complaints;
- Making threats or using intimidating tactics; and
- Engaging in any behavior a reasonable person would find demeaning, humiliating or bullying.

These types of behaviors are well recognized as having damaging consequences for their recipients, the observers of the behaviors, and organizations as a whole and are therefore not tolerated. Failure to abide by this policy may be considered a material breach that could result in termination of a contract.

### **III. Party Responsibilities**

The Parties have a responsibility to contribute to achieving a work environment which does not tolerate uncivil and disrespectful and/or abusive behavior.

All Parties to the contract must:

- Model good examples by treating all with courtesy and respect;
- Promote awareness of this policy and complaint procedures;
- Be vigilant for signs of inappropriate behaviors through observation and information seeking, and take action to resolve the behavior before it escalates; and
- Monitor and follow up with the situation after a complaint is made so as to prevent recurrence of the uncivil behavior.

### **VI. Complaint Review and Investigation Procedures**

Complaint review and investigatory processes related to this policy will be conducted in a timely, fair, and objective manner in accordance with this policy. All Parties shall cooperate with any such complaint review and investigation process. Each party will participate at their own expense.

Individuals are encouraged, though not required, to informally resolve concerns whenever possible.

#### **A. Informal Resolution**

If feasible, the employee or third party who feels a violation has occurred may, though is not required to, have a conversation with the other individual(s) involved, including job Supervisors, Resident Engineers, Construction Managers, and responsible parties for contractors or vendor.

If a direct approach is not feasible or does not resolve the concern, employees or third parties are encouraged to meet with the Public Works Construction Supervisor or Manager to discuss next steps.

#### **B. Formal Complaints**

Any employee or third party may choose to initiate a formal complaint under this policy.

Complaints may be made orally, or in writing, free of any requirements as to form. They should be detailed enough to identify the behaviors of concern and the identity of the person or persons against whom the complaint is being made.

### **C. Complaint Investigation Process**

Once an employee or third party has raised a complaint, a Public Works Construction Manager will evaluate it to determine whether it is appropriate for an investigation. If it is, an investigation plan will be developed which will include meeting with the affected employee(s), the alleged violating party, and any other relevant individuals to collect facts and develop information on the complaint and to review the circumstances under which the violation is alleged to have taken place. The standard of review will be a preponderance of the evidence, or more likely than not, standard. This process is designed to ensure a timely, fair and thorough investigation.

At the conclusion of the investigation, the outcome of the investigation will be shared with the affected parties. If the complaint is found supported, follow up corrective actions will be identified, up to and including removal of personnel from the jobsite per Section 5-1.17 of the Standard Specifications and/or termination of the contract per Standard Specifications 8-1.14. Failure to abide by this policy may be considered a material breach that could result in termination of a contract.

### **D. Prohibition Against Retaliation**

Retaliation is prohibited against any employee or third party who initiates a complaint, reports an incident that may violate this policy, participates in an investigation related to a complaint, or is associated or perceived to be associated with a person who initiates a complaint or participates in the investigation of a complaint under this policy.

Retaliation is generally defined as any negative or adverse action taken against a current or former employee that takes the form of punishment, and creates a hostile, threatening or uncomfortable environment, as a result of their reported complaint.