

**SECTION 00 50 00 AGREEMENT**

THIS IS AN AGREEMENT made and entered into this 7<sup>th</sup> day of July 2026, by and between the County of Santa Barbara, a political subdivision and one of the counties of the State of California, hereinafter referred to as "County", and:

**Corporation:** **SLETTEN CONSTRUCTION COMPANY**  
*(insert Corporation Name)*

a corporation organized and existing under the laws of the State of:  
MONTANA  
*(insert Name of State)*

**Partnership:** **N/A** \_\_\_\_\_

**Individual:** **N/A** \_\_\_\_\_

**Doing business as:** **N/A** \_\_\_\_\_

hereinafter referred to as "Design Build Entity (DBE)". In consideration of the mutual covenants, conditions, promises, and agreements herein contained, the County and DBE hereby mutually covenant and agree as follows:

**ARTICLE 1 - SCOPE OF WORK**

DBE hereby agrees to provide complete planning, design, and engineering services; construction management services; complete permitted construction plans and supporting reports and documents including but not limited to code compliance, fire, storm water, and utilities; construction services; project closeout and completion of storm water permits; and warranty work and services; for the turnover of a complete, functional and legally operable Project, in accordance with the terms and conditions of the Contract Documents.

Said DBE agrees to serve as the entity responsible for the project, North Branch Jail Expansion, and provide all planning, design, engineering, permits, construction and design management, and furnish all tools, equipment, apparatus, facilities, expendable equipment, utility and transportation services, and labor and materials necessary to perform and complete in a workmanlike manner, and in strict accordance with the Contract Documents, (defined in Article 5 herein) the Work of:

**North Branch Jail Expansion, Project No. 23040**

Said project located in the County of Santa Barbara, State of California, as called for in the Request for Proposal (RFP) Documents adopted by the County, which said documents, drawings, and specifications are identified by the Solicitation No. 23040 for the requestor proposals and are incorporated herein to this Agreement as Contract Documents. It is understood and agreed that said tools, equipment, apparatus, facilities, expendable equipment, utility and transportation services, electronic document management system, labor and materials shall be furnished, and said Work performed and completed as required in said Contract Documents, and subject to the approval of the County and the County's duly authorized representatives.

**ARTICLE 2 - TIME OF COMPLETION**

The Work shall be commenced within ten (10) calendar days from date of the County's "Notice to Proceed", and shall be fully completed within One Thousand and Ninety Seven (1,097) calendar days from the date of the "Notice to Proceed" (Contract Time). Contract Time is of the essence as defined in Article 15 of Section 00 70 00 General Conditions. The "Contract Term" is the length of time the Contract shall be active, and is quantified as the Contract Time plus 184 calendar days, totaling One Thousand Two Hundred and Eighty One (1,281) calendar days.

**ARTICLE 3 - CONTRACT PRICE**

**3.1** County shall pay DBE the following Contract Price, One Hundred Thirty Eight Million, Six Hundred Fifty Thousand Dollars and Zero Cents, (\$138,650,000.00) for completion of the Work in accordance with Contract Documents (including Owner-Preferred Enhancements (OE-) OE-1, OE-2, OE-3, OE-5, OE-6, and OE-7, and all DBE included Proposed Enhancements (PE-) PE-1, PE-2, PE-3, PE-4, PE-7, PE-11, PE-12, PE-13, PE-14, PE-18, and acceptance of the deductive alternate for the Owner's Controlled Insurance Program).

The total Contract Price is the amount of the DBE's total proposed base price including Owner-preferred and DBE proposed enhancements noted above, and acceptance of the deductive alternate for the Owner's Controlled Insurance Plan (OCIP) as set forth in the award of the Contract approved by the County. The DBE will receive and accept, and the County will pay the final price noted above, as outlined in the DBE Proposal, which is incorporated herein by reference, as full compensation for furnishing Design, engineering, permits, all labor, materials, and equipment for completing all the work contemplated and embraced in this Agreement.

To the extent permitted by law, the DBE assumes during the progress of the Work and before its acceptance, any and all loss or damage arising out of the nature of the Work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by the County; DBE assumes any and all expenses incurred by or in consequence of the suspension or discontinuance of Work, for well and faithfully completing the Work, and the whole thereof, in the manner and to the requirements of the Contract Documents, the DBE Drawings and Specifications, the Permit requirements, and codes and regulations.

The County shall pay the permit and impact/assessment fees to County Planning and Building Department, to utility service providers for the permanent services (excluding DBE's responsibility for initial utility application fees as required), and to other agencies having jurisdiction for the construction of the North Branch Jail Expansion project. The County's cost to cover Planning and Development ("P&D") department's construction document plan check reviews shall be restricted to two resubmittals. Thereafter, the DBE shall be responsible for the cost of additional construction document reviews by the Planning and Development Department.

**ARTICLE 4 – INTENTIONALLY OMITTED****ARTICLE 5 - CONTRACT DOCUMENTS****5.1 Identification of Contract Documents**

The complete Agreement between the parties hereto shall consist of the following identified documents herein referred to as the Contract Documents:

- RFP Notice to Proposers, Instructions and Information to Proposers including Addenda
- Final Contract Price and identified scope of Work; Proposal required documents, certificates, affidavit, and Proposal Support Documents.
- Agreement, Insurance, Indemnification, Guaranty
- General Conditions and Division 00 Specifications (Exclude Bonds)
- Environmental Documents
- Division 01 General Requirements Specifications
- Division 01 through 33 Outline Technical Specifications (by Nacht & Lewis Architects, Inc.)
- Criteria design drawings and documents per Volume III
- County Standards and Reference Contract Documents per Volume II
- Executed Change Orders and Directives
- Approved and permitted Construction Documents herein prepared by DBE and its subconsultants that are approved by the County in accordance with the terms of the Contract Documents.

**5.2 Interpretation of Contract Documents**

The DBE agrees that the County General Services Director shall decide as to the meaning of the Contract Documents for the Work, including without limitation the Plans and Specifications, Addenda, General Conditions, and other RFP Documents incorporated therein included in the RFP (excluding documents for reference only), where the same may be found to be obscure or in dispute. The County General Services Director shall have the right to correct any errors or omissions therein when such corrections are necessary to the proper fulfillment of the intention of the Contract Documents including, but not limited to the RFP Specifications and Plans, reports, Change Orders, and Addenda. The action of such corrections is to take effect from the time said County General Services Director gives notice thereof to the DBE, and the decision shall be final.

**5.3 Order of Precedence**

- A. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following order of precedence:
1. Building/Construction Codes and Regulations, environmental determination, and other governmental approvals;
  2. Addenda, Change Orders and Construction Change Directives, (most recent having higher precedence);
  3. Agreement 00 50 00 – 00 65 36 Documents (excluding bonds) Proposal Required Documents, Certifications, Affidavit, Schedules, and Forms for final Contract Price and identified Scope of Work.
  4. General Conditions (Section 00 70 00)
  5. RFP Sections 00 11 16 – 00 45 20 RFP Information and Proposal Requirements, and Sections 00 73 80 – 00 81 00 Contract Requirements.
  6. RFP Volume II: Division 01 Specifications, and RFP Volume III Division 01 Specification 01 35 13.16
  7. DBE Proposal
  8. Approved and permitted Construction Documents herein prepared by DBE and its subconsultants that are approved by the County in accordance with the terms of the Contract Documents. DBE approved and permitted Construction Documents must meet or exceed all minimum requirements of the RFP and the General Conditions, Division 00 and 01 specifications sections, and the County's Building Standards to be valid. If after Contract award it is discovered that either the DBE Proposal or approved Construction Documents do not meet said minimum requirements, the missing or lesser items in the DBE Proposal and/or approved and permitted Construction Documents shall be upgraded as necessary to meet the minimum requirements of the RFP and comply with the General Conditions, Division 00 and 01 specifications, and the County's Building Standards at no additional cost to the County.
  9. RFP Volume III: Outline Specifications (Sections 02-33) and Performance Criteria/Design Narratives by Nacht & Lewis and its subconsultants
  10. Final Building Program, Nacht & Lewis and its subconsultants
  11. Drawings by Nacht & Lewis and its subconsultants
- B. In the event of conflicts or discrepancies within the Contract Documents, interpretations will be based on the following order of precedence and determined by the County Director of General Services:
1. Written numbers and notes on a drawing govern over graphics;
  2. A detail drawing governs over a general drawing;
  3. A detail specification governs over a general specification;
  4. A specification in a section governs over a specification referenced by that section.

- C. The Contract Documents are considered complimentary in establishing DBE obligations, design intent and County requirements in case of conflict between RFP Documents and/or RFP and the DBE Design/Construction Documents.
1. Any conflict between building program, RFP Drawings and Specifications, and narratives, will be resolved in favor of the documents of the latest date (i.e. the most recent document), and if the dates are the same or not determinable, then in favor of RFP Specifications.
  2. Any conflict between a bill or list of materials shown in the Contract Documents and the actual quantities required to complete the Work required by Contract Documents, will be resolved in favor of the actual quantities.

In the event the RFP Specifications include Sections above Section 33 (e.g., Section 34 and above), then such divisions shall be included within the Contract Documents unless identified otherwise. Coordination of Drawings and Specifications: refer to 00 70 00 General Conditions Article 5 for Coordination of Drawings and Specifications.

#### 5.4 Terms

**GENERAL SERVICES DIRECTOR:** Means the Director of General Services (hereinafter, also the Department of General Services) of the County of Santa Barbara, State of California, acting either directly or through properly authorized agent(s), acting within the scope of the particular duties delegated to them, including registered engineers employed by the Department of General Services.

**RISK MANAGER:** Means the manager of the Risk Management Division of the County of Santa Barbara.

**COUNTY CLERK:** Means the County Clerk-Recorder of the County of Santa Barbara, State of California.

**CLERK OF THE BOARD:** Means the Clerk of the governing Board of Supervisors of the County of Santa Barbara.

#### ARTICLE 6 - LAW AND VENUE

This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in SANTA BARBARA COUNTY and such COUNTY shall be the venue for any action of proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

#### ARTICLE 7 - CONFLICTS OF INTEREST

No official of the County who is authorized on behalf of the County to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the County who is authorized on behalf of the County to exercise any executive, supervisory or other similar function in connection with the construction of the project shall become directly or indirectly interested personally in this Contract or in any part thereof. DBE is aware of the requirements of Government Code section 1090 et seq. and the Political Reform Act (Gov. Code sec. 81000 et seq.) and agrees to comply with those laws' requirements.

**ARTICLE 8 - INSURANCE REQUIREMENTS (ADDENDUM 2)**

**8.1 Consolidated Insurance Program**

COUNTY may elect to implement a Consolidated Insurance Program for the project as either an Owner Controlled Insurance Program (“OCIP”) or a Contractor Controlled Insurance Program (“CCIP”) for the Project. The Consolidated Insurance Program shall include Commercial General Liability insurance, Excess Liability insurance, and Workers’ Compensation/Employers Liability in connection with the Project. The Consolidated Insurance Program shall include Eligible and Enrolled Parties, as well as Excluded Parties. Refer to the OCIP Manual and OCIP Insurance Requirements in Volume IV of this RFP, and to the deductive pricing requirements in Section 00 42 00.

**8.2 Non-Consolidated Insurance Program**

in the event a Consolidated Insurance Program is not elected, DBE shall obtain and maintain and shall require each of its Subcontractors of all tiers to obtain and maintain, the insurance coverage specified herein in a form and from insurance companies reasonably acceptable to COUNTY. The insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of policy.

- a. Each policy required herein, except the Workers’ Compensation and Professional Liability policies, shall name COUNTY, CONSTRUCTION MANAGER and their respective officers, directors, agents, employees, and any additional entities as COUNTY may request as additional insureds. Policies providing additional insured coverage shall state that the coverage provided to the additional insureds is primary and non-contributory with respect to any other insurance available to the additional insureds.
- b. DBE shall provide certificates of insurance evidencing all required coverage prior to commencement of Work. The additional insured endorsement to the general liability policy shall be provided by issuance of both ISO Form CG 20 38 12 19 (for ongoing operations) and ISO Form CG 20 40 12 19 (for completed operations) additional insured endorsements, or such other endorsements as acceptable to COUNTY.
- c. The policy limits required herein shall be considered to be minimum limits only and do not limit the liability of DBE or subcontractors of all tiers. Any limits maintained by DBE and its subcontractors of all tiers above the limits required herein shall be made available to COUNTY. All policies providing required additional insured coverage shall include severability of interests/ separation of insureds provisions and shall not contain any cross-suit exclusions preventing additional insureds from filing suits against other insureds.

**8.3 Scope and Limits of Required Insurance Policies:**

**A. Commercial General Liability**

Written on an occurrence basis with a coverage form at least as broad as ISO Form CG 00 01 04 13, shall be provided by DBE with limits no less than:

Each Occurrence	\$2,000,000
General Aggregate	\$4,000,000
Products/Completed Operations Aggregate	\$4,000,000
Personal/Advertising Injury Aggregate	\$2,000,000

**B. Commercial Automobile Liability Insurance**

Covering all owned, non-owned, and hired automobiles, trucks, and trailers with a combined single limit of not less than two million dollars (\$2,000,000) for bodily injury, two million dollars (\$2,000,000) for property damage, and with a two million dollars (\$2,000,000) policy limit. The policy

shall not be cancelled or materially changed without first giving thirty days prior written notice to the County of Santa Barbara, Department of General Services.

**C. Excess Liability Insurance (over Commercial General and Auto Liability)**

The Excess policy shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying CGL insurance and with limits no less than:

Combined Single Limit	Not less than \$75,000,000
General Annual Aggregate	Not less than \$75,000,000

**8.4 Statutory Workers’ Compensation and Employers’ Liability Insurance**

As required by the State of California, including Maritime coverage, if appropriate, and Employer’s Liability (EL) with statutory limits of not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee, and with a one million dollars (\$1,000,000) policy limit.

**A. Contractors’ Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions**

If DBE or its Subcontractor are involved with the removal of asbestos, lead or other environmental pollutants, the removal/replacement of underground tanks, or use of toxic chemicals and substances, shall purchase and thereafter maintain Pollution Liability insurance in the amount of not less than five million dollars (\$5,000,000) per claim and five million dollars (\$5,000,000) aggregate.

**B. Contractors’ Equipment Insurance**

DBE and its subcontractors shall maintain contractors’ equipment insurance for their owned and/or rented equipment, tools, and materials.

**C. Professional Liability**

In the event any contract specifications require DBE to perform professional services, such as but not limited to, architectural, engineering, construction management, surveying, or design, DBE shall maintain a Professional Liability policy with limits not less than ten million dollars (\$10,000,000) per claim and ten million dollars (\$10,000,000) aggregate. Such policy shall not contain any pollution exclusions.

Policy shall be written with a retroactive date no later than the date services commenced for the Project. Policy shall remain in force for the duration of the work and shall extend, either by keeping coverage in force or by purchasing an extended reporting option, for a period of three years (3 years) past completion and acceptance of the work.

**D. Builder’s Risk**

DBE may submit evidence of Builder’s Risk insurance in the form of Course of Construction an “All Risk” (Special Perils) coverage with limits equal to the completed value of the project and no coinsurance penalty provisions. Such coverage shall name the COUNTY as a loss payee as their interest may appear.

**E. Unmanned Aerial System (UAS) / Drone Liability Insurance**

If DBE’s operations under this Agreement may include the use of any Unmanned Aerial Systems (UAS / Drones), then DBE shall maintain or shall cause all drone owners or operators to maintain UAS / Drone Liability coverage on an “occurrence” basis for all owned and non-owned drones, and liability coverage for third-party bodily injury, property damage, and personal injury arising out of the ownership, maintenance, or use of drones with limits not less than two million dollars (\$2,000,000) per occurrence.

**8.5 Other Insurance Provisions**

- a. All insurance referred to herein to be carried by DBE or any Subcontractor shall be maintained by such parties at their sole expense, with insurance carriers qualified to do business in California and having a rating of not less than A-; VII from A.M. Best & Co., unless COUNTY, in writing, in its sole

discretion, accepts a lower Best's rating.

- b. COUNTY reserves the right to require (1) higher limits and (2) additional insurance coverages if COUNTY determines in its sole discretion that such higher limits and/or additional coverages are reasonably necessary for the protection of COUNTY. Such additional coverages shall be in a form and with limits of liability, additional insured endorsements, and deductibles or self-insured retentions acceptable to COUNTY.
- c. Prior to commencing work at the project, DBE shall deliver to COUNTY the endorsements and waivers of subrogation referred to herein, as well as certificates of insurance evidencing the coverages required herein. Promptly upon COUNTY's request, DBE shall deliver to COUNTY a copy of any and all of the insurance policies and other insurance documents required hereunder. In the case of policies expiring while work is in progress, a renewal certificate with all applicable endorsements must be delivered to COUNTY prior to the expiration of the existing policy or policies. Upon request, DBE shall also provide COI's and copies of required endorsements to COUNTY as proof of compliance and verification of insurance by each subcontractor of every tier and other parties hired by DBE to perform work in support of DBE's obligations under this agreement. COUNTY reserves the right to modify insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. DBE's failure to send to COUNTY current COI's and copies of required endorsements and policies evidencing required insurance under this agreement, COUNTY's failure to receive and/or review such COI's, endorsements, and policies, and/or COUNTY's failure to object to receiving non-compliant COI's, endorsements, and policies shall impose no liability on COUNTY, nor shall it relieve DBE of its obligations under this agreement.
- d. DBE is solely responsible for payment of all deductibles, self-insured retentions, and premiums associated with DBE's insurance policies.
- e. Self-insured retentions (SIRs) or deductibles in excess of \$25,000 must be declared to and approved by COUNTY. COUNTY may require DBE to purchase coverage with a lower SIR or deductible or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the SIR or deductible. The policy language shall provide or be endorsed so that the self-insured retention or deductible may be satisfied by either DBE (as the named insured) or COUNTY. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the SIR or deductible. COUNTY reserves the right to obtain a copy of any policies and endorsements for verification.
- f. DBE hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said DBE may acquire against the COUNTY by virtue of the payment of any loss under such insurance. DBE agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

END ARTICLE 8

**ARTICLE 9 – INDEMNIFICATION (ADDENDUM 2)****9.1 Indemnification Pertaining to Construction Services**

DBE shall hold harmless, defend (with counsel reasonably approved by COUNTY), and indemnify COUNTY and its Board and each member thereof, and their respective officials, officers, directors, employees, commission members, representatives, and agents from and against all claims, damages, losses, actions, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the DBE, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the COUNTY.

**9.2 Indemnification Pertaining to Design Professional Services**

Pursuant to the full language of California Civil Code §2782, DESIGN PROFESSIONAL agrees to indemnify, including the cost to defend, COUNTY and its officers, officials, employees, agents, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of DESIGN PROFESSIONAL and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the COUNTY; and does not apply to any passive negligence of the COUNTY unless caused at least in part by the DESIGN PROFESSIONAL. The COUNTY agrees that in no event shall the cost to defend charged to the DESIGN PROFESSIONAL exceed that DESIGN PROFESSIONAL's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

**9.3 Notification of Accidents and Survival of Indemnification Provisions**

DBE and/or DESIGN PROFESSIONAL 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.

END ARTICLE 9

**ARTICLE 10 – FINAL PAYMENT**

- 10.1** It is mutually agreed between the parties hereto, that 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 of the DBE. Final payment for the work performed under this Contract shall not be made until the lapse of thirty-five (35) calendar days after the Notice of Completion and Acceptance of said work has been filed for record and no payment shall be construed to be an acceptance of any defective work or improper materials.
- 10.2** **Guarantee:** Final Payment does not release DBE of obligations of Warranty for the Work. Besides guarantees required elsewhere, the DBE shall and does hereby guarantee all workmanship and material for a period of one year from and after the recordation of the Notice of Completion and Acceptance by the County and 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 County is or becomes defective during the period of said guarantee without expense whatsoever to the County. Refer to specification Sections 00 60 00, 00 65 36, and 00 70 00 for additional requirements and information.
- 10.3** **Acceptance of Final Payment as Release:** The DBE further agrees that acceptance by the DBE of the final payment due under this Contract, and the adjustment and payment of his/her bill rendered for any work done in accordance with any amendments of this Contract, shall be and shall operate as a release to the County of Santa Barbara from any and all claims or liabilities on account of work performed under this Contract except claims or liabilities for which written Notice of Claim or protest has been filed with the County General Services Director.
- The acceptance by the DBE of final payment shall be and shall operate as a release to the County of all claims and all liability to the DBE for all things done or furnished in connection with this Work and for every act and neglect of the County and others relating to or arising out of this Work. No payment, however, final or otherwise, shall operate to release the DBE or its sureties from any obligations under this Contract or the Performance, Payment, and Maintenance Bonds.

**ARTICLE 11 – DBE'S REPRESENTATIONS**

The DBE hereby declares that he/she has read the Contract Documents pertaining to the Work, has carefully examined the RFP Specifications, County standards, RFP plans, and detail requirements/regulations of the Work to be performed and fully understands the intent and meaning of the same.

It is further stipulated and agreed that the DBE shall keep himself/herself fully informed of all laws, ordinances, and regulations which do or may affect the design, engineering, and conduct of the Work, the materials used therein, or persons engaged or employed thereupon and all such orders of bodies and tribunals having any jurisdiction over the same. If it be found that the Contract Documents for the Work conflict with any such law, ordinance or regulation the DBE shall immediately report same to the Director of General Services in writing and make required modifications to DBE Drawings and Specifications, and Work without cost to the County. The DBE shall at all times observe and comply with and shall cause all his/her agents, employees, and independent consultants and subcontractors hired by the DBE to observe and comply with all such existing and future laws, ordinances, regulations, or decrees.

**ARTICLE 12 – APPRENTICES AND SKILLED LABOR WORKFORCE****12.1 Apprentice**

Attention is directed to the provisions in Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning the employment of apprentices by the DBE or any subcontractor. The DBE and any subcontractor shall comply with the requirements of Sections 1777.5, 1777.6, and 1777.7 of the Labor Code in the employment of apprentices.

To ensure compliance and complete understanding of the law relating to apprentices, and specifically the required ratio thereunder, each DBE or subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California, or one of its branch offices prior to commencement of work on this contract. Responsibility for compliance with said Labor Code Sections lies with the prime DBE.

**12.2 Skilled Labor Workforce Commitment**

The County shall enforce the DBE's commitment to provide a skilled labor workforce by the DBE and every tier of Sub-contractor as demonstrated by an agreement with a registered apprenticeship program, approved by the California Apprenticeship Council, which has graduated apprentices in each of the preceding five years (provided that this graduation requirement shall not apply to programs providing apprenticeship training for any craft that has been deemed by the Department of Labor and the Department of Industrial Relations to be an apprenticeable craft in the five years prior to enactment of Public Contract Code Section 22164), and that attached hereto is a copy of that agreement, which is true and correct and in full force and effect.

**ARTICLE 13 – PAYROLL AND WORKER RECORDS**

Attention is directed to the provisions in Section 1776 of the Labor Code concerning DBE and subcontractor payroll records. The DBE and any subcontractor shall comply with the requirements of Labor Code Sections 1771.4(a)(3), 1776 and 1812.

**ARTICLE 14 – EQUAL EMPLOYMENT OPPORTUNITY**

DBE shall comply with the provisions of Title VI of the Civil Rights Act of 1964 in that DBE shall not discriminate against any individual with respect to his or her compensation, terms conditions or privileges of employment nor shall DBE discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, disability, medical condition, sexual orientation or marital status. More specifically during the performance of this contract, DBE agrees to comply with all of the Equal Employment Opportunity provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), including the following:

- 14.1** The DBE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The DBE will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The DBE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department of General Services setting forth the provisions of this nondiscrimination clause.
- 14.2** The DBE will, in all solicitations or advertisements for employees placed by or on behalf of the D- BE, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 14.3** The DBE will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Department of General Services, advising the said labor union or worker's representative of the DBE's commitments under this Article 14 and shall post copies of the Notice in conspicuous places available to employees and applicants for employment.
- 14.4** The DBE will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.
- 14.5** The DBE will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County of Santa Barbara and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 14.6** In the event of the DBE's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the DBE may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

- 14.7** The DBE will include the provisions of this Article in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The DBE will take such action with respect to any subcontract or purchase order as the General Services Director or the Secretary of Labor may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event a DBE becomes involved in, or is threatened with litigation with a consultant, engineer, a subcontractor or vendor as a result of such direction by the Secretary of Labor, the DBE may request the United States to enter into such litigation to protect the interests of the United States.

#### **ARTICLE 15 – BONDS**

The Payment Bond, Performance Bond, and Maintenance Bond furnished by the DBE are hereby incorporated by reference into and made a material part of this Agreement and the Contract Documents. The Surety issuing such bonds shall be fully bound by all terms, conditions, notice requirements, liquidated damages, warranties, and dispute resolution procedures set forth in the Contract Documents.

However, notwithstanding their inclusion as Contract Documents, any provision contained within the bonds that purports to award attorney's fees or costs to the DBE, the Surety, or any third party is expressly void and shall be strictly unenforceable against the County. The County and the DBE agree that this express waiver of attorney's fees within the incorporated bonds is a material condition of the County's acceptance of the bonds, and is consistent with the mutual waiver of attorney's fees set forth in Article 16 of this Agreement.

#### **ARTICLE 16 – ATTORNEYS FEES**

No provisions of the Contract Documents provide either the DBE or the County the right to be awarded any attorney's fees and/or costs under Civil Code section 1717 in any legal action brought by either party to enforce any provision of the Contract Documents against the other party. The parties agree that any references to attorney's fees in language describing indemnification obligations do not constitute a contractual provision that would provide either the DBE or the County the right to be awarded any attorney's fees and/or costs under Civil Code section 1717 in any legal action brought by either party to enforce any provision of the Contract Documents against the other party. Any other language in the Contract Documents providing for a recovery of attorney's fees shall be strictly construed as not including the recovery of any attorney's fees incurred by either DBE or County in any legal action brought by either party to enforce any provision of the Contract Documents against the other party.

The parties agree that the Contract Documents contain no provisions that would allow either the DBE or the County to be awarded attorney's fees and/or costs under Civil Code section 1717. Nothing in this Article affects any right by DBE or County to recover attorney's fees or costs by operation of any law other than Civil Code section 1717.

In the event of any conflict between language in this Article and any other language in the Contract Documents, the language in this Article shall prevail.

#### **ARTICLE 17 – FEDERAL AND STATE LAWS AND REGULATIONS**

The project shall be constructed under the complete jurisdiction of all applicable laws of the United States and State of California governing construction including, but not limited to, the following:

- 17.1** The California Health and Safety Code and all applicable administrative code regulations pursuant thereto.
- 17.2** All laws governing the employment of labor, qualifications for employment of aliens, payment of employees, convict-made materials, domestic and foreign materials and accident prevention.
- 17.3** Title 19 of the California Code of Regulations entitled "Public Safety", Division 1, State Fire Marshal, Chapter 1, "General Fire and Panic Safety Standards".
- 17.4** General Industrial Safety Orders: Each and every DBE shall observe and conform to the provisions of Title 8, California Code of Regulations bearing upon safe and proper use, construction disposal, etc., of materials, machinery, and building appurtenances as therein set forth.
- 17.5** Code Rules and Safety Orders: All Work and materials shall be in full accordance with the latest substantive rules and regulations of the State Fire Marshal, the safety orders of the Division of Industrial Safety, Department of

County of Santa Barbara  
North Branch Jail Expansion

Project Number 23040  
Agreement

Industrial Relations; the California Building Codes and other applicable State Laws or Regulations. Nothing in the plans and specifications is to be construed to permit Work not conforming to these codes.

- 17.6** Labor Code: In addition to references elsewhere in the Contract Documents, the requirements of the following Labor Code Sections are incorporated into this contract by reference: Section 1771, 1774-1776, 1777.5, 1813, and 1815.

Note: The procedural aspects of the Codes referred to above may not apply to the Work of this Contract, but the substantive provisions do apply.

All of the above laws and regulations though referred to herein, are as much a part of the Contract as if they were incorporated in their entirety in these General Conditions.

**ARTICLE 18 – SAFETY – REQUIRED DBE SAFETY PLAN(S)**

All Work performed by the DBE and/or consultants, engineers, or subcontractors in the execution of this Contract shall be in accordance with current CAL OSHA requirements. Full compensation for compliance with the provisions of this Article shall be considered as included in the other items of work and no additional compensation will be allowed therefore.



**CORPORATE CERTIFICATE**

I, Bo Scott, certify that I am the Secretary of the Corporation named as DBE in the foregoing Contract, that, Tony Furrk who signed said Contract on behalf of the DBE, was then President of said Corporation, that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

*(Corporate Seal)*

  
\_\_\_\_\_  
(Secretary)

**END OF SECTION**

**SECTION 00 42 00**  
**PROPOSAL FORMS AND SCHEDULES**

**TO:** **The County of Santa Barbara**, State of California, as Owner herein called the “County” for the North Branch Jail Expansion, County Project No. 23040, RFP 23040.

This Proposal Submitted by: Sletten Construction Company

**1. PROPOSAL**

**A. Submission of Proposal**

The undersigned DBE proposes and agrees, if this Proposal is accepted, to enter into an agreement with the County of Santa Barbara, a public entity (“County”) in the form included in the Contract Documents, Section 00 50 00 Agreement, to perform and furnish the Work specified of the Contract Documents and this Proposal. This Proposal consists of this Section 00 42 00 and the following documents:

Date	Description
<u>5/12/26</u>	Proposal Sections, Forms, Supplements, and Schedules 1A-1E and Listing of Consultants
<u>5/12/26</u>	Section 00 43 30 – 1 and 2 – Designation of Subcontractors
<u>5/12/26</u>	Section 00 43 30 – 4 Iran Contracting Certification
<u>5/12/26</u>	Section 00 45 16 – DBE Certifications
<u>5/12/26</u>	Section 00 45 20 – Non-collusion Affidavit
<u>5/12/26</u>	Proposal Concept Design, Evaluation Factors Required Information and Support Documents including Life Cycle Costs, Preliminary Baseline Design/Construction Schedule

**1.2 Documents Comprising Proposal**

- A. This Proposal consists of Proposal Forms and documents required and identified in Section 00 11 19 RFP Instructions and Information for Design-Build Proposals, submitted herewith.
- B. Proposer shall execute and submit with their proposal, each of the following forms:
  - 1. PROPOSAL SECTIONS, FORMS, SUPPLEMENTS AND SCHEDULES 1A-1E AND LISTING OF CONSULTANTS (Section 00 4200)
  - 2. DESIGNATION OF SUBCONTRACTORS (Section 00 4330)
  - 3. IRAN CONTRACTING ACT OF 2010 COMPLIANCE CERTIFICATE
  - 4. DBE CERTIFICATIONS (Section 00 4516)
  - 5. NON-COLLUSION AFFIDAVIT (Section 00 4520)
  - 6. PROPOSAL CONCEPT DESIGN, EVALUATION FACTOR’S REQUIRED INFORMATION AND SUPPORT DOCUMENTS.

**1.3 Time Period for Acceptance of Proposal**

This Proposal will remain subject to acceptance for **one hundred twenty (120)** calendar days after the Proposal due date, unless a greater period is agreed to by the County and DBE. Proposal may not be withdrawn during that time period. If this Proposal is accepted and contract negotiations are successful, County will submit to the Board for recommendation to award. If awarded contract, DBE will sign and submit the Agreement, bonds and other documents required by these Contract Documents.



examinations, and analysis and given notices, regarding the Project and the Site, as set forth in Section 00 50 00 Agreement Article 5, Section 00 11 19 RFP Instructions and Information 2.1, 00 21 00 Indemnity and Release Agreement, and 00 70 00 General Conditions Article 3.

- C. Proposer has given the County prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Bridging Documents or other Proposal Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by the County is acceptable to Proposer.
- D. Proposer acknowledges that Proposer’s ultimate Scope of Work and associated Contract Price (if it is awarded the Contract) may be different than any amount or specific combination of Work indicated in this Proposal.

**1.5 Owner Right to Reject this Proposal**

The undersigned understands that the County reserves the right to reject the Proposal, or all Proposals, or any part thereof (e.g., any component of any proposed solution), in its sole discretion.

**1.6 Acceptance of this Proposal**

If written notice of the acceptance of this Proposal, referred to as the Notice of Intent to Award, is mailed or delivered to the undersigned within the time described in the documents listed in Document 00 11 19 (RFP Information and Instructions for Design-Build Proposals) as a condition of award, DBE shall provide bonds, insurance and signed agreement all within the time and in the manner specified above and in these Contract Documents. Notice of Intent to Award or request for additional information may be addressed to the undersigned at the address set forth below.

**1.7 Schedule of Proposal Prices:**

Based on the foregoing, Proposer proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Proposal Prices, and to perform the Work included in the Schedules, attached hereto, for the sums of money specified therein.

All Proposal items, including lump sums, Enhancements, and other schedule forms, must be filled in completely. Quote in figures only, unless words are specifically requested. Note: Failure to include pricing for Enhancements or other schedules, will be grounds for rejection of proposal.

DBE may choose to submit proposal pricing on their own forms/table using the same information, labeling, and format shown herein.

**PROPOSAL PRICING FOR  
Evaluation Factor No. III**

Part	DESCRIPTION	PRICE
1.	<b>Base Project Price:</b> (Max. 100 Points plus up to 10 bonus points) (All Work of the Project per the Criteria Documents minimum requirements.)	\$140,600,000.00
2.	<b>Total Owner-Preferred Enhancements:</b> (The total cost, if any, for Owner-Preferred Enhancements not included in the Base Project Price, as listed under Schedule 1-A).	\$ 0.00
3.	<b>DEDUCT for Owner Controlled Insurance Program (OCIP)</b> (The reduction in the Base Project Price should the Owner decide to utilize an OCIP on the Project). Owner to accept/reject deduct as part of the Final Agreement Award. Refer to RFP Volume IV for OCIP Manual and OCIP Insurance Requirements.	(\$ 1,950,000.00 )

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Schedule 1-C:

ITEM	DESCRIPTION	USE AND SUBMIT
4.	Hourly Rates for Architects, Engineers, and Consultants	Schedule 1-C

Hourly Rates are not subject to evaluation scoring. Rate Schedule will be part of Contract Documents at award of Contract. DBE represents that the foregoing rates do not exceed, and acknowledges and agrees that such rates may not exceed, the applicable personnel's regular rates for work and services on other California public entity projects. These rates shall remain fixed through first 12 months of construction and are subject to adjustment after that date based upon agreement with the Owner.

County of Santa Barbara North  
Branch Jail Expansion

Project Number 23040  
Proposal Forms and Schedules

**2. PROPOSER'S SIGNATURE and INFORMATION**

The names of all persons interested in the foregoing Proposal for the North Branch Jail Expansion, Project No. 23040, RFP 23040, as principals are:

DBE: Sletten Construction Company, a Montana Corporation, president is Tony Ewalt, secretary is Bo Scott, and treasurer is Nicholas Neuman. Architect of Record is DLR Group, Inc., principal is Darrell Stelling

IMPORTANT NOTICE: If DBE or other interested person (including any partner or joint venturer of any partnership or joint venture DBE, respectively) is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm.


The proposer's execution of the signature portion of this proposal shall also constitute endorsement and execution of those certifications, information, pricing, and assurances which are a part of this proposal.

If proposer or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a partnership, state true name of firm, also names of all individual co-partners composing firm; if proposer or other interested person is an individual, state first and last names in full.

If proposer is a corporation, the legal name of the corporation shall be set forth together with the signature of the officer or officers authorized to sign proposal and contract on behalf of the corporation; if proposer is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign proposal and contract in behalf of the partnership; and if the proposer is an individual, his or her signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the County prior to opening of proposals or submitted with the proposal; otherwise, the proposal will be disregarded as irregular and unauthorized.

Proposer warrants and represents that he/she is licensed in accordance with an Act providing for the registration of a DBE with a contractor's License, No. 446809, Class B, License Expiration Date 09/30/2026. (Note: the successful proposer must possess the license classification specified in the Notice to Proposers upon award of this contract.)

Architectural/Engineering License: Darrell Stelling, AIA, DBIA  
Designer of Record  
CA Architecture License: #C32422, Expiration 6/30/2027

Name of Proposer Sletten Construction Company  
 Signature of Proposer   
 Printed Name and Title Tony Ewalt, President  
 Business Address 1000 25th Street North, Great Falls, MT 59401 Email \_\_\_\_\_  
 Address tewalt@sletteninc.com  
 Telephone Number (702) 239-8076  
 Date 5/12/26  
 DIR Registration No.\* 1000026590

\* Pursuant to Labor Code Section 1771.1, no DBE or subcontractor may be listed on the bid proposal for this public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

The undersigned, as proposer, declares that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of this contract.

### 3. CONDITIONS OF AWARD

Refer to Section 00 11 19 RFP Instructions and Information, Section 5. "Award Process" for additional information.

It is understood and agreed that if written Notice of Conditional Award for this proposal is mailed or delivered personally to the undersigned proposer within **one hundred twenty (120) days** after the due date of the proposal, or at any time thereafter before it is withdrawn, the undersigned DBE will execute and deliver the signed Agreement (three originals) to the County in accordance with the proposal as accepted together with the insurance documents specified in the Agreement, and will also furnish and deliver to the County the Performance Bond and Payment Bond as specified, all within ten (10) business days after received by personal delivery or certified mail, as the case may be, of the Notice of Conditional Award and that the Work under the Contract shall be commenced by the undersigned DBE on the date to be stated in the County's Notice to Proceed, and shall be completed in the time specified in the Agreement of said Contract Documents.

The Notice of Conditional Award or any request for additional information will be sent to the DBE submittal manager at the business address provided in the proposal.

Wherever in this proposal an amount is stated in both words and figures, in case of discrepancy between words and figures the words shall prevail; if all or any portion of the proposal is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail.

### 4. LICENSING

Section 7028.15(a) of the Business and Profession Code states that it is a misdemeanor for any person to submit a Design-Build Proposal to a public agency in order to engage in the business or act in the capacity of a DBE within this State without having a license therefor, except in any of the following cases:

- A. The person is specifically exempted from licensing under Chapter 9, Division 3 of the Business and Professions Code.
- B. If the proposer is making a proposal as a joint venture, each person submitting the bid shall be subject to the section in regard to their individual license.
- C. The section does not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form a joint venture with licensed DBEs to render those services within the scope of their respective licenses.
- D. The County is required to verify the DBE was properly licensed when it submitted the proposal, and to verify licensure before awarding the contract. The DBE is requested to provide the information regarding its license. Failure of the DBE to be properly licensed upon submission of a proposal, except as noted above, shall cause the bid/proposal to be considered non-responsive and it shall be rejected (Business & Professions Code Section 7028.15(e)).

**SCHEDULE 1-A**

**TABLE OF OWNER-PREFERRED ENHANCEMENTS**

Owner-Preferred Enhancements	Included in Base Bid? (Yes / No)	Proposed Cost (if not included in Base Bid)
<b>OE-1 – Provide molded plastic cell furnishings in heir of metal. Refer to Criteria Specification 12.55.00.</b>	Yes	\$ Included
<b>OE-2 – Build out the tier level office space as indicated on the Conceptual Plans.</b>	Yes	\$ Included
<b>OE-3 – Provide one or more detached office buildings for staff accessible from the pedestrian walkway via a sallyport. Approximately 6,000sf of total area. May be Type V-B prefabricated buildings – free egress. Shall include windows along 25% of the perimeter. Provide shell space and two (2) non-gender toilet rooms per building. Refer to Conceptual Site Plan for concept.</b>	Yes	\$ Included
<del><b>OE-4 – Provide two (2) additional housing pods (with 4 person mini dorms) resulting in a total of 512 beds and a total building area of 99,200 gross square feet. Removed per Addendum 5.</b></del>	N/A	\$ N/A
<b>OE-5 – Provide the ability to back up the water supply from the new Central Utility Plant (CUP) to the existing CUP. Intercept piping as it exits the existing plant.</b>	Yes	\$ Included
<b>OE-6 – Expand the existing staff parking lot resulting in a net gain of 48 parking stalls.</b>	Yes	\$ Included
<b>OE-7 – Provide an option to expand the men’s locker room resulting in a net gain of eighty (80) 24” wide lockers.</b>	Yes	\$ Included Rough Order of Magnitude: \$186,000.00

Notes: (1) See Section 00 11 19 Request for Proposals Instructions and Information.

(2) The County reserves the right to select any Owner-Preferred Enhancement that is not included in the Base Bid Price, at time of award.

**SCHEDULE 1-B**  
**TABLE OF VOLUNTARY ENHANCEMENTS**  
**(PROPOSED ENHANCEMENTS)**

	Voluntary Enhancement	Included in Base Bid? (Yes / No)	Proposed Cost (if not included in Base Bid)
V1	<b>PE-1 Southern Folger Detention door hardware in place of Airteq</b>	<b>YES</b>	\$ INCLUDED
V2	<b>PE-2 Southern Extended Maintenance Agreement</b>	<b>YES</b>	\$ INCLUDED
V3	<b>PE-3 Extend Stair Tower Through Roof</b>	<b>YES</b>	\$ INCLUDED
V4	<b>PE-4 Detention Door and Frame Construction</b>	<b>YES</b>	\$ INCLUDED
V5	PE-5 Series Recording Servers Storage	NO	\$ 364,980.00
V6	PE-6 Extended Warranty to 3 Years for Mechanical Equipment	NO	\$ 279,068.00
V7	<b>PE-7 Extended Roof System Warranty</b>	<b>YES</b>	\$ INCLUDED
V8	PE-8 Shorten Project Delivery by Three Months	NO	\$ 1,313,794.00
V9	PE-9 Video Surveillance 2-Year Service and Maintenance Contract	NO	\$ 129,165.00
V10	PE-10 Third Yr Extended Warranty & Preventative Maintenance Plan for Detention Hardware.	NO	\$ 342,465.00
V11	<b>PE-11 Upgraded Cameras</b>	<b>YES</b>	\$ INCLUDED
V12	<b>PE-12 Sliding Detention Door at Connector Tunnel</b>	<b>YES</b>	\$ INCLUDED
V13	<b>PE-13 Steel Cell Walls in place of CMU or Concrete Walls</b>	<b>YES</b>	\$ INCLUDED
V14	<b>PE-14 Add Clerestory Near Building Center</b>	<b>YES</b>	\$ INCLUDED
V15	PE-15 New Domestic Water Storage Tank	NO	\$ 1,995,167.00
V16	PE-16 Redundant Fire Water Pond Connection	NO	\$ 192,104.00
V17	PE-17 4th & 5th Yr Extended Warranty & Preventative Maintenance Plan for Detention Hardware.	NO	\$ 492,960.00
V18	<b>PE-18 Added Storage Room</b>	<b>YES</b>	\$ INCLUDED
			\$

**(END OF VOLUNTARY / PROPOSED ENHANCEMENTS)**

**SCHEDULE 1-C**

**HOURLY RATES FOR ARCHITECTS AND ENGINEERS FOR CHANGES IN CONTRACT AMOUNTS**

Please refer to the following page for Hourly Rates.

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**SCHEDULE 1-E**

**POTENTIAL CONFLICT OF INTEREST DISCLOSURE**

**NORTH BRANCH JAIL EXPANSION  
SANTA BARBARA, CALIFORNIA**

*Each member of the DBE Team must complete a separate disclosure*

**DBE Primary Team Member:**

- DBE (required if not the General Contractor firm)
- General Contractor firm (required if not the DBE)
- Architect of Record firm (required)
- Design Architect firm (required if not the Architect of Record firm)

**Firm/Company:** Sletten Construction Company

**Address:** 1000 25th Street North, Great Falls, MT 59401

**Phone:** (702) 239-8076 **Email:** tewalt@sletteninc.com

Has the DBE Team and/or sub-consultant or sub-contractor had a contractual relationship with either the County of Santa Barbara or Nacht & Lewis Architects with regards to the North Branch Jail Expansion project?

- Yes
- No

If yes, provide the following details for each occurrence:

Name and Location of Project: \_\_\_\_\_

Services Provided Under Contract: \_\_\_\_\_

Role (Primeor Consultant/Subcontractor): \_\_\_\_\_

Start and Finish Dates of Contract: \_\_\_\_\_

The existence of a prior contractual relationship between any DBE (Team Member, and/or subcontractor, and/or consultant) and County of Santa Barbara and/or Nacht & Lewis Architects does NOT automatically eliminate a DBE Submittal. The determination of whether a conflict exists or not will be determined by the County of Santa Barbara whereby the DBE Submittal Manager will be contacted with the determination.

***All Potential Conflict of Interest Disclosures shall be included in your RFP Submittal package. Failure to do so may result in elimination from further consideration.***

**END OF SECTION**

**SCHEDULE 1-E**

**POTENTIAL CONFLICT OF INTEREST DISCLOSURE**

**NORTH BRANCH JAIL EXPANSION  
SANTA BARBARA, CALIFORNIA**

*Each member of the DBE Team must complete a separate disclosure*

**DBE Primary Team Member:**

- DBE (required if not the General Contractor firm)
- General Contractor firm (required if not the DBE)
- Architect of Record firm (required)
- Design Architect firm (required if not the Architect of Record firm)

**Firm/Company:** DLR Group, Inc., a California Corporation

**Address:** 700 South Flower Street, 22nd Floor, Los Angeles, CA 90017

**Phone:** 213.800.9400 **Email:** kquan@dlrgroup.com

Has the DBE Team and/or sub-consultant or sub-contractor had a contractual relationship with either the County of Santa Barbara or Nacht & Lewis Architects with regards to the North Branch Jail Expansion project?

- Yes
- No

If yes, provide the following details for each occurrence:

**Name and Location of Project:** \_\_\_\_\_

**Services Provided Under Contract:** \_\_\_\_\_

\_\_\_\_\_

**Role (Primeor Consultant/Subcontractor):** \_\_\_\_\_

**Start and Finish Dates of Contract:** \_\_\_\_\_

The existence of a prior contractual relationship between any DBE (Team Member, and/or subcontractor, and/or consultant) and County of Santa Barbara and/or Nacht & Lewis Architects does NOT automatically eliminate a DBE Submittal. The determination of whether a conflict exists or not will be determined by the County of Santa Barbara whereby the DBE Submittal Manager will be contacted with the determination.

***All Potential Conflict of Interest Disclosures shall be included in your RFP Submittal package. Failure to do so may result in elimination from further consideration.***

**END OF SECTION**

County of Santa Barbara North  
Branch Jail Expansion

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SECTION 00 43 30  
SUPPLEMENTS TO PROPOSAL FORMS

**1. INITIAL DESIGNATION OF SUBCONTRACTORS FORM**

In compliance with the provisions of Chapter 4 Sections 4100-4114 and Chapter 22 Section 22166, of the Public Contract Code of the State of California, and any amendments thereto, the undersigned proposer sets forth the following:

**1.1** The name and location of the place of business of each subcontractor who will perform work or labor, or render service to the undersigned Prime DBE in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Prime DBE, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the undersigned Prime DBE's total construction proposal, or in the case of proposals for the construction of streets and highways, including bridges, in excess of one-half of one percent or ten thousand dollars (\$10,000), whichever is greater. When there is a failure to list a subcontractor, as required, the law provides that the DBE agrees to do the work with his or her own forces. In such case, proposer must be authorized to perform said work. Any proposal not complying with the provisions hereof may be rejected.

**1.2** The portion of the work which will be done by each such subcontractor. Only one subcontractor shall be listed for each such portion. If the subcontractor is not performing all of the work under the proposal item number(s) listed for that subcontractor, the proposer shall set forth the portion of the work relating to said proposal item number(s) that will be done by the subcontractor.

Description of Portion of Work (if applicable)	Subcontractor	License class	License No.	DIR Reg. No.*	EMR**	Address
Security Electronics OEM	Accurate Controls, Inc	C-7	8608119	1000005411	.9	420 E. Oshkosh Street, Ripon, WI 54971
Security Electronics Installer	Integrated Security Controls	C-10	968432	1000034990	.77	3401 Industrial Dr., Santa Rosa, CA 95403
Electrical	Howe Electric Construction, Inc.	B, C-10, C-46	898737	1000002817	1.06	4682 E. Olive Ave., Fresno, CA 93702
Mechanical	Lawson Mechanical Contractors, LLC.	A, B, C2, C4, C6, C8, C9, C10, C15, C16, C17, C18, C28, ASB, HXZ	1101403	1001017443	0.72	6090 South Watt Avenue, Sacramento, CA 95829
Detention Equipment Contracting	Universal Security Products	C17, C61/D26, D16, C28	267203	1000031939	0.86	9244 Old State Hwy, Suite 112 Newcastle, CA 95658
Plumbing	J.W. McClenahan	C-36	308818	1000003035	0.87	8540 Younger Creek Drive Sacramento CA 95828

NOTE: \* Pursuant to Labor Code Section 1771.1, no DBE or subcontractor may be listed on the proposal for this County Public Works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5  
\*\* Experience Modifier Rate



County of Santa Barbara  
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**2. SUBSEQUENT SUBCONTRACTOR PROCUREMENT**

- 2.1** All subcontractors that were not listed above by the DBE in accordance with Public Contract Code Section 22166 shall be awarded by the DBE in accordance with the process set forth by the County in the General Conditions Section 00 72 53. All subcontractors proposing on contracts pursuant to this section shall be afforded the protections of the "Subletting and Subcontracting Fair Practices Act" contained in Chapter 4 (commencing with Section 4100) of Part 1 of the Public Contract Code. The DBE shall do both of the following:
- A. Provide public notice of the availability of work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process of Public Contract Code.
  - B. Provide a fixed date and time on which the subcontracted work will be awarded in accordance with the procedure established pursuant to this section.
- 2.2** Lists of subcontractors, proposers, and proposal awards relating to the Project shall be submitted by the DBE to County within 14 days of the award of the subcontractor. These documents are deemed to be public records and shall be available for public inspection.

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**3. IRAN CONTRACTING ACT CERTIFICATION (Public**

**Contract Code section 2200 et seq.)**

As required by California Public Contract Code section 2204, the DBE certifies subject to penalty for perjury that the option checked below relating to the DBE’s status regarding the Iran Contracting Act of 2010 (Public Contract Code section 2200 et seq.) is true and correct:

- The DBE is not:
  - (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203; or
  - (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- The County has exempted the DBE from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the County will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- The amount of the Contract payable to the DBE for the work does not exceed \$1,000,000.

Company: Sletten Construction Company

Signed: 

Printed Name: Tony Ewalt

Title: President

Date: 4/13/2026

Note: In accordance with Public Contract Code section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract Price, termination of the Contract and/or ineligibility to bid on contracts for three years.

**RETURN THIS WITH PROPOSAL**

# PARTNERED CONSULTANTS

3.3.1.D

## CIVIL



Sal Contreras, Project Manager | Josiah Jenison, Lead Designer | Tristan Santos, Hydrology | Jose Ascencio, Civil Design

## SECURITY DESIGN & FIRE ALARM



Chris Nielsen, Security & Fire Alarm Design

## MECHANICAL / PLUMBING



Jason DeDora, Mechanical Engineer of Record

## SMOKE CONTROL / CODE



Sean Miller, Project Manager | James Taylor, Technical Lead | Mark Mecham, Fire Protection Engineer

## ELECTRICAL



Scott Wheeler, Principal in Charge | David Johnson, Engineer of Record



**Please refer to the provided resumes for personnel qualifications.**

County of Santa Barbara

Project Number 23040

**SECTION 00 45 16 DBE  
CERTIFICATIONS**

TO BE EXECUTED BY DBE AND SUBMITTED WITH PROPOSAL

The undersigned DBE certifies to Owner as set forth in sections 1 through 10 below.

**1. Certification Regarding Key Personnel**

The undersigned DBE certifies and affirms to County of Santa Barbara (County), that if awarded this Contract, DBE will prosecute the work with the key personnel identified in its Qualification Process submittals, listed below, and acknowledges that if there are any substitutions to said key personnel they are required to be approved by County.

Position	Name
Project Executive	Tony Ewalt
General Contractor Principal	Tony Ewalt
DBE Project Director	Stephanie Hable
Design Project Manager	Diane Castruita
Architect of Record	Darrell Stelling
Design Architect	Andy Cupples
Project Manager	Joe Donovan
Design Manager	Gary Retel
General Superintendent	John Bales
Quality Control Manager	Waheedullah Khyber
Project Controls Manager	Mario Chavarria
Safety Manager	Colton Morano

**2. Certification of Worker’s Compensation Insurance**

By my signature hereunder, as the DBE, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require 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.

**3. Certifications of Prevailing Wage Rates, Records, And Apprentices**

By my signature hereunder, as the DBE, I certify that I am aware of the provisions of Section 1773 of the California Labor Code, which requires the payment of prevailing wage on public projects. Also, that the DBE and any subcontractors under the DBE, shall comply with California Labor Code §1776, regarding wage records, and with California Labor Code §1777.5, regarding the employment and training of apprentices. It is the DBE’s responsibility to ensure compliance by any and all subcontractors performing work under this Contract. I further certify that I am aware that this Project is subject to the requirements of Division 2, Part 7, Chapter 1 of the Labor Code (Public Works), and the requirements of Title 8, Division 1, Chapter 8, Subchapter 4.5 of California Code of Regulations (Compliance Monitoring and Enforcement by Department of Industrial Relations), including the obligation to furnish certified payroll records directly to the Labor Commissioner in accordance with 8 CCR 16461.

**4. Certification of Compliance with Public Works Chapter of Labor Code**

By my signature hereunder, as the DBE, I certify that I am aware of the provisions of Section 1773 of the California Labor Code, which requires the payment of prevailing wage on public projects. Also, that the DBE and any subcontractors under the DBE, shall comply with California Labor Code §1776, regarding wage records, and with California Labor Code §1777.5, regarding the employment and training of apprentices. It is the DBE’s responsibility to ensure compliance by any and all subcontractors performing work under this Contract. I further certify that I am aware that this Project is subject to the requirements of Division 2, Part 7, Chapter 1 of the Labor Code (Public Works), and the requirements of Title 8, Division 1, Chapter 8, Subchapter 4.5 of California Code of Regulations (Compliance Monitoring and Enforcement by Department of Industrial Relations), including the obligation to furnish certified payroll records directly to the Labor Commissioner in accordance with 8 CCR 16461.

County of Santa Barbara

Project Number 23040

**5. Certification of Acceptability of Contract Documents**

By my signature hereunder, as the DBE, I certify that Proposer acknowledges that County has transmitted the Contract Documents in draft form to legal counsel and has obtained acceptability of the Contract Documents. Accordingly, Proposer has carefully reviewed the Contract Documents and certifies as follows:

**[Please check and/or complete one of the following]**

If the undersigned is selected to be the DBE, following issuance of Notice of Conditional Award to the undersigned, the undersigned will sign the Agreement form and provide the other required forms that have been included within the Contract Documents in the same form as drafted as of the date hereof, including all Addenda identified in the undersigned's Proposal and with applicable information from the undersigned's Proposal inserted, without seeking revisions to the Agreement form or any other Contract Document.

\_\_\_\_\_ If the undersigned is selected to be the DBE, following issuance of Notice of Conditional Award to the undersigned, the undersigned will sign the Agreement form and provide the other required forms that have been included within the Contract Documents in the same form as drafted as of the date hereof, including all Addenda identified in the undersigned's Proposal and with applicable information from the undersigned's Proposal inserted, with only the revisions to the Agreement form or other Contract Documents shown in underline and ~~strikeout~~ format, attached to these Certifications as Appendix , consisting of \_\_\_pages for the County's consideration. Proposer must attach an Appendix if this item is checked.

**6. Certification of Skilled Labor Force Availability**

By my signature hereunder, as the DBE, I certify that Proposer acknowledges that County has transmitted the Contract Documents in draft form to legal counsel and has obtained acceptability of the Contract Documents. Accordingly, Proposer has carefully reviewed the Contract Documents and certifies as follows:

**[Please check and/or complete one of the following]**

If the undersigned is selected to be the DBE, following issuance of Notice of Conditional Award to the undersigned, the undersigned will sign the Agreement form and provide the other required forms that have been included within the Contract Documents in the same form as drafted as of the date hereof, including all Addenda identified in the undersigned's Proposal and with applicable information from the undersigned's Proposal inserted, without seeking revisions to the Agreement form or any other Contract Document.

\_\_\_\_\_ If the undersigned is selected to be the DBE, following issuance of Notice of Conditional Award to the undersigned, the undersigned will sign the Agreement form and provide the other required forms that have been included within the Contract Documents in the same form as drafted as of the date hereof, including all Addenda identified in the undersigned's Proposal and with applicable information from the undersigned's Proposal inserted, with only the revisions to the Agreement form or other Contract Documents shown in underline and ~~strikeout~~ format, attached to these Certifications as Appendix , consisting of \_\_\_pages for the County's consideration. Proposer must attach an Appendix if this item is checked.

**7. Certification of Skilled Labor Force Availability**

By my signature here under, as the DBE, I certify that the proposal by DBE and its subcontractors at every tier is in compliance with Public Contract Code Section 2602 and based on the requirements for a project starting construction in 2022.

**8. Certifications Regarding Selection Process**

Proposer acknowledges that different methods will be used determine (1) the number of points that Proposer may receive on account of this Proposal; and (2) the exact scope of Work of Contract Documents and associated Contract Price. The undersigned confirms it has no objections or protests to any DBE selection procedure, process or requirement, or any other any aspect of the DBE selection process.

**9. Certification Regarding Material Changes****[Please check and/or complete one of the following]**

The undersigned certifies that all information it submitted to County in connection with the Pre-Qualification Process, including without limitation any modifications, amendments or supplements thereto ("Pre-Qualification Information") remains true and correct in all material respects as of the date of submitting its Proposal.

\_\_\_\_\_ Except as provided on the Material Changes List, submitted as provided in Section 00 11 19 RFP Instructions and Information, the undersigned certifies that all information it submitted to Owner in connection with the Pre-Qualification Process, including without limitation any modifications, amendments or supplements thereto (Pre-Qualification Information) remains true and correct in all material respects as of the date of submitting its Proposal. Proposer must include a Material Changes List with its Proposal if this item is checked.

00 45 16 - 3

County of Santa Barbara

Project Number 23040

**10. Definitions**

All capitalized terms not otherwise defined in these DBE Certifications shall have the meanings provided in Section 00 70 00 (General Conditions).

**11. Conflict of Interest Certification**

The County has retained the services of Nacht & Lewis and its subconsultants, and other specialized consultants or sub-consultants to provide Bridging Document services, and to assist the County in the preparation of the Request for Proposal (RFP) and other services related to the administration and management of the Project.

Consultant firms, sub-contractors and/or individuals who are, or have been involved in the preparation of this RSOQ and the RFP for the Project, or who are currently employed by Nacht & Lewis and its subconsultants, or the County with regards to the Project will not be allowed to participate on any Design-Build Team in any capacity on this Project.

Potential Conflict of Interest Disclosure: The DBE, General Contractor, Architect of Record, and Design Architect, if applicable, shall complete the Potential Conflict of Interest Disclosure (Schedule 1-E in Section 00 42 00 of the RFP). The Identification of DBE Submittal Manager form naming the DBE Submittal Manager, together with all Potential Conflict of Interest Disclosures (Schedule 1-E in Section 00 42 00 of the RFP), must be filled out and included with Proposal.

DBE:

Sletten Construction Company

(Name of DBE)

Date: 5/11/2026

By:



(Signature)

Name: Tony Ewalt

(Print Name)

Its: President - Sletten Construction

(Title)

**RETURN 00 45 16 WITH YOUR PROPOSAL END  
OF SECTION**

County of Santa Barbara  
North Branch Jail Expansion

Project Number 23040  
Non-Collusion Affidavit

**SECTION 00 45 20  
NON-COLLUSION AFFIDAVIT**

**DBE's NON-COLLUSION AFFIDAVIT**

The undersigned declares:

I am the President of Sletten Construction Company  
(Office of Affiant) (Name of Proposer)

DBE hereby states, under penalty of perjury, that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the proposal has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the DBE has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

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

Sletten Construction Company  
(Name of Company)

By: 

Tony Ewalt  
Printed Name

President  
Title

Date: 4/14/2026

**NOTE:** If DBE is a partnership or a joint venture, this declaration must be signed and sworn to by every member of the partnership or venture.

**NOTE:** If DBE [including any partner or venturer of a partnership or joint venture] is a corporation, this declaration must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer

**RETURN THIS FORM WITH YOUR PROPOSAL**

SLETTEN + DLR GROUP | NORTH BRANCH JAIL EXPANSION RFP | PROJECT # 23040

County of Santa Barbara  
North Branch Jail Expansion

Project Number 23040  
Non-Collusion Affidavit

SECTION 00 45 20  
NON-COLLUSION AFFIDAVIT

**DBE's NON-COLLUSION AFFIDAVIT**

The undersigned declares:

I am the Vice President of DLR Group, Inc., a California Corporation  
(Office of Affiant) (Name of Proposer)

DBE hereby states, under penalty of perjury, that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the proposal has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the DBE has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

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

DLR Group, Inc., a California Corporation  
(Name of Company)

By: 

Kevin P. Quan  
Printed Name

Vice President  
Title

Date: 4.27.2026

**NOTE:** If DBE is a partnership or a joint venture, this declaration must be signed and sworn to by every member of the partnership or venture.

**NOTE:** If DBE [including any partner or venturer of a partnership or joint venture] is a corporation, this declaration must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer

**RETURN THIS FORM WITH YOUR PROPOSAL**

County of Santa Barbara North  
Branch Jail Expansion

Bond No. 108471368

Project Number 23040  
Owner's Program

**PERFORMANCE BOND**

WHEREAS, the County of Santa Barbara, State of California, has awarded to

Sletten Construction Company (hereinafter designated as "Principal"), a Contract for the:

**Santa Barbara – North Branch Jail Expansion Project No. 23040**

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

NOW, THEREFORE, we, the Principal and Travelers Casualty and Surety Company of America as Surety, are held and firmly bound unto the Owner, the County of Santa Barbara, (hereinafter called "County"), in the sum of One Hundred Thirty-eight Million Six Hundred Fifty Thousand And No/100 Dollars (\$ 138,650,000.00 ), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded Principal, his or her heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said Contract and any alteration thereof made as therein provided, including but not limited to provisions regarding contract duration and liquidated damages, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, and shall indemnify and save harmless the 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.

Whenever DBE/Principal shall be, and is declared by the County to be, in default under the contract, the County, having performed the County's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the County, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above the term "balance of the contract price" as used in this paragraph shall mean the total amount payable to DBE/Principal by the County under the contract and any modifications thereto, less the amount previously properly paid by the County to the DBE/Principal.

Surety expressly agrees that the County may reject any DBE or subcontractor that may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Surety shall not utilize D- BE/Principal in completing the contract nor shall Surety accept a bid from DBE/Principal for completion of the Work if the County, when declaring the DBE/Principal in default, notifies Surety of the County's objection to DBE's/Principal's further participation in the completion of the Work.

And the said Surety for value received, hereby stipulates and 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 any manner 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

County of Santa Barbara North  
Branch Jail Expansion

Project Number 23040  
Owner's Program

Contract or to the Work or specifications. In the event suit is brought upon this bond by the 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 of the Principal shall not relieve Surety of its obligations hereunder.

IN WITNESS WHEREOF, this document has been duly executed by Principal and Surety above named on the 7th day of July, 2026

DBE AS PRINCIPAL:

*Tony Ewalt*  
Signature Please  
TONY EWALT  
Print Name  
PRESIDENT  
Title  
Sletten Construction Company  
Full Name of Business, including dba



SURETY:

Note: Signature of those executing for Surety must be properly acknowledged and notarized.

*[Signature]*  
Signature Please  
Gary Paladichuk  
Print Name  
Attorney-in-Fact  
Title  
Surety  
Type of Business  
Travelers Casualty and Surety Company of America  
Full Name of Business, including dba

(SEAL)

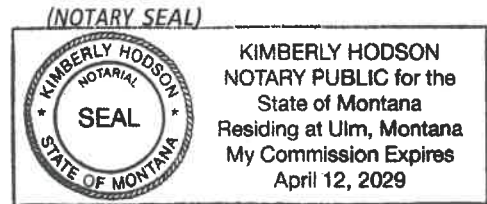
NOTARY:

State of Montana County of Cascade

On 6/16/2026 before me, the undersigned notary public, personally appeared Gary Paladichuk personally known to me (or 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.

WITNESS my hand and official seal.

Signature *Kimberly Hodson*  
(Secretary) Kimberly Hodson



County of Santa Barbara North  
Branch Jail Expansion

Bond No. 108471368

Project Number 23040  
Owner's Program

**PAYMENT BOND**

WHEREAS, the County of Santa Barbara, State of California (herein referred to as "County"), and Sletten Construction Company (hereinafter designated as "Principal"), have entered into an Agreement for the furnishing of all materials, labor, services and transportation, necessary, convenient and proper to the project entitled:

**Santa Barbara – North Branch Jail Expansion Project No. 23040**

which said Agreement, effective upon execution by all parties, and all of the contract Documents attached to or forming a part of said Agreement, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law, the Principal is required before entering upon the performance of Work, to file a good and sufficient bond with the body by whom the Contract is awarded, to secure claims to which reference is made in Chapter 5 of the Civil Code of California.

NOW, THEREFORE, said Principal and the undersigned Travelers Casualty and Surety Company of America, as corporate Surety, are held and firmly bound unto the Owner, the County of Santa Barbara, (hereinafter called "County"), and unto all laborers, material men and other persons referred to in said statutes in the sum of One Hundred Thirty-eight Million Six Hundred Fifty Thousand And No/100 Dollars (\$ 138,650,000.00 ), lawful money of the United States, for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded Principal, his or her subcontractors, or the heirs, executors, administrators, successors, or assigns of any all or either of them, shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to Work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and their subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such Work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, 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 stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said Contract or to the Work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

Death of the Principal shall not relieve Surety of its obligations hereunder.

County of Santa Barbara North  
Branch Jail Expansion

Project Number 23040  
Owner's Program

IN WITNESS WHEREOF, this document has been duly executed by Principal and Surety above named on the  
7th day of July, 2026.

DBE AS PRINCIPAL:

*Tony Ewalt*  
Signature  
TONY EWALT  
Please Print Name  
PRESIDENT  
Title  
Sletten Construction Company  
Full Name of Business, including dba



SURETY:

Note: Signatures of those executing for Surety must be properly acknowledged and notarized.

*Gary Paladichuk*  
Signature  
Gary Paladichuk  
Please Print Name  
Attorney-In-Fact  
Title  
Surety  
Type of Business

(SEAL)

Travelers Casualty and Surety Company of America  
Full Name of Business, including dba

NOTARY:

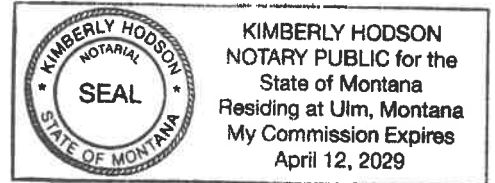
State of Montana County of Cascade

On 6/16/2026, before me, the undersigned notary public, personally appeared Gary Paladichuk personally known to me (or 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.

WITNESS my hand and official seal.

(NOTARY SEAL)

Signature *Kimberly Hodson* (Secretary)  
Kimberly Hodson





Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

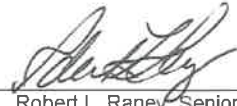
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **GARY PALADICHUK** of **GREAT FALLS**, **Montana**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 7th day of July, 2026



  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.