



Public Project Contracts Specifications and General Conditions

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

SPECIFICATIONS

The contractor shall furnish all tools, equipment, apparatus, labor, materials, workmanship, transportation, and services necessary to perform and complete the job at the designated location according to the contract specifications.

1. **EXAMINATION OF SITE.** The contractor shall have examined the site of work and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the contract sum will be made because of lack of such examination.
2. **RESPONSIBILITIES OF THE CONTRACTOR.** It shall be the responsibility of the Contractor to establish a knowledge of the general area and the specific site to familiarize himself with the access and egress, construction or building difficulties and method of delivery and installation, all of which could affect his ability to perform the work. It shall be the responsibility of the Contractor to cope with all these eventualities.
3. **PROTECTION OF PROPERTY.** The Contractor shall take all needed precautions to protect the property both real and personal of the County and private individuals and shall safeguard the passing public from harm and from any eventualities arising during the course of the work. He shall make certain that these safeguards are used both during and after the hours of work.
4. **WORKMANSHIP.** All work shall be performed in a neat and professional manner using the best recognized practices of the particular trade involved and shall be accomplished by mechanics and workers skilled and trained to properly complete the work required. The work shall proceed vigorously to completion once it is started.
5. **COSTS.** The contract price is to include all materials and all labor and shall cover all costs of the use of the usual machinery and tools required in the work and shall include all of the Contractor's profits, supervision, and other expenses. This amount shall include all of the Contractor's costs of insurance for property damage and public liability protection, social security benefits, unemployment insurance for workers, and any other benefits, costs, or charges required to be forwarded by the Contractor.

GENERAL CONDITIONS

1. **LOSS OR DAMAGE.** The County or its authorized representative shall not in any way or manner be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to said work, or part thereof, or in or about the same during the work and before acceptance and the said Contractor shall assume all liability of every kind or nature arising from said work, either by accident, negligence, theft, vandalism, or any causes whatever; and shall hold the County and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence or any cause whatever.
2. **INSURANCE. BEFORE COMMENCING ANY WORK UNDER THIS CONTRACT,** the Contractor shall file with the County Purchasing Division a policy, or certificate of:
 - a) Public Liability Insurance and Property Damage Insurance, including vehicle coverage, in an amount not less than \$1,000,000.00 combined single limit naming the County of Santa Barbara as additional insured. Said insurance policy shall be issued by a company licensed to transact business in the State of California, **SHALL NAME THE COUNTY AND THE CONTRACTOR AS ADDITIONAL INSURED** and shall be issued for operations under this contract. . **A copy of the endorsement evidencing that the COUNTY has been added as a named additional insured on the policy, must be attached to the certificate of insurance.** Said policy shall be issued at the expense of the Contractor and shall be maintained by the Contractor during the entire life of the contract.
 - b) Proof of the maintenance of adequate Worker's Compensation Insurance.

3. **BONDS**. For contracts of \$10,000.00 or more, the contractor will furnish the following bonds **IF AND WHEN REQUIRED**:

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

4. **HOURS OF WORK**. Eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and it is expressly stipulated that no worker employed at any time for the Contract, or by any sub-contractor under this Contract, upon the work, shall be required or permitted to work thereon more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except as provided in Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, all the provisions whereof are deemed to be incorporated herein as if fully set out; and it is further expressly stipulated that for each and every violation for said last named stipulation, said Contractor shall forfeit, as a penalty to the County, Twenty-five Dollars (\$25,00) for each worker employed the Contractor in the execution of this contract; or by any sub-contractor under this Contract, for each calendar day during which said worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of said section of the Labor Code.

5. **WAGE RATES**. In accordance with the requirements of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations, has determined the general prevailing rate of per diem wages for workmen required to perform the subject work. A copy of such prevailing wage rate is on file with the Director of Public Works, County Engineering Building, 123 E Anapamu St., Santa Barbara, California and is available for inspection.

It shall be mandatory upon the Contractor to whom the contract is awarded, and upon any sub-contractor under his direction, to pay not less than the said specified rates to all laborers, workmen, and mechanics employed by them in the execution of the Contract.

It is hereby further agreed that the Contractor shall forfeit to the County, as a penalty, Twenty-Five Dollars (\$25,00) for each laborer, worker or mechanic employed for each calendar day or portion thereof, who is paid less than the said stipulated rates for any work done under the contract, by him or by any sub-contractor under him. The difference between said stipulated rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than said stipulated rate shall be paid to each worker by the Contractor.

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

The California Fair Employment Practices Act (Labor Code Section 1410 to 1433) prohibits discrimination in employment on the basis of race, religion, color, sex, physical handicap, medical conditions, marital status, age, national origin or ancestry, and applies to all employers, employment agencies and labor organizations.

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

In addition to these two laws of general application, there are other Federal and state laws that prohibit employment discrimination.

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

The County may, upon giving thirty (30) days written notice to the Contractor, terminate the contract with or without cause.