



Public Project Contracts Specifications and General Conditions

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

SPECIFICATIONS

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

1. **EXAMINATION OF SITE.** The Contractor shall have examined the site of work and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the Contract sum will be made because of lack of such examination.
2. **RESPONSIBILITIES OF THE CONTRACTOR.** It shall be the responsibility of the Contractor to establish knowledge of the general area and the specific site to familiarize her/himself with the access and egress, construction or building difficulties and method of delivery and installation, all of which could affect Contractor's ability to perform the work. It shall be the responsibility of the Contractor to cope with all these eventualities.
3. **PROTECTION OF PROPERTY.** The Contractor shall take all needed precautions to protect the property both real and personal of the County and private individuals and shall safeguard the passing public from harm and from any eventualities arising during the course of the work. The Contractor shall make certain that these safeguards are used both during and after the hours of work.
4. **WORKMANSHIP.** All work shall be performed in a neat and professional manner using the best recognized practices of the particular trade involved and shall be accomplished by mechanics and workers skilled and trained to properly complete the work required. The work shall proceed vigorously to completion once it is started. Time is of the essence.
5. **COSTS.** The Contract price is to include all materials and all labor and shall cover all costs of the use of the usual machinery and tools required in the work and shall include all of the Contractor's profits, supervision, and other expenses. This amount shall include all of the Contractor's costs of insurance for property damage and public liability protection, social security benefits, unemployment insurance for workers, and any other benefits, costs, or charges required to be forwarded by the Contractor.
6. **PAYMENTS NOT ACCEPTANCE:** No certificate given or payments made under this Contract, except the final payment, shall be evidence of the performance of this Contract, either wholly or in part, against any claim upon the Contractor. Final payment for the work performed under this Contract shall not be made until the lapse of thirty (30) days after the Notice of Completion of said work has been filed for record and no payment shall be construed to be acceptance of any defective work or improper materials. The Contractor agrees that the payment for final quantities due under this Contract and the payment of undisputed contract amounts due for any work in accordance with any amendments of this Contract, shall release the County of Santa Barbara from any and all claims or liabilities on account of work performed under this Contract or any amendments thereof related to those amounts.
7. **EXCAVATIONS:** Before any pavement resurfacing, displacement or excavation of the ground that may be required by any performance under this Agreement, the Contractor shall obtain an inquiry identification number by calling Underground Service Alert (USA) 1 (800) 422-4133 or 1 (800) 227-2600 or by such other means as may be required; shall conform to all requirements of Government Code Sections 4215 through 4217 regarding any such pavement resurfacing, displacement or excavation, including the payment of any fees required; and shall facilitate performance by the County of any obligation required of the County under said Sections. There shall be no performance under this Contract by either party unless and until the provisions of such Sections are complied with and the County Representative is notified regarding the compliance.
8. **RIGHT TO AUDIT:** The Contractor shall keep such business records pursuant to this Contract as would be kept by a reasonably prudent practitioner of the Contractor's profession and shall maintain such records for at least four (4) years following the termination of this Contract. All accounting records shall be kept in accordance with generally accepted accounting principles. The County shall have the right to audit and

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

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

9. **COMPLIANCE WITH LAW, AMENDMENTS:** The Contractor shall keep fully informed of all laws, ordinances and regulations which do or may affect the conduct of the work, the materials used therein or persons engaged or employed thereon and all such orders of bodies and tribunals having any jurisdiction over same. If it be found that the Special Provisions or Standard Specifications for the work conflict with any such law, ordinance or regulation, the Contractor shall immediately report same to the County Representative in writing. The Contractor shall at all times observe and comply with and shall cause all agents and employees to observe and comply with all such laws, ordinances, regulations or decrees as the same now exists or may be hereafter amended and all superseding provisions thereof. The Contractor acknowledges, particularly, the provisions of Sections 9364 and Sections 9550 and 9560, inclusive, of the Civil Code of California. The Contractor shall protect and indemnify the County of Santa Barbara, the Board of Supervisors, the Director of General Services, and/or any officer, agent or employee of the County against any claims or liability arising from or based on the violation of any such law, ordinance, regulation or decree whether by the Contractor, or a subcontractor, agent or employee.

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. Notwithstanding the foregoing, the Contractor shall not be liable for County's sole negligence or willful misconduct.

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

3. **BONDS.** For contracts of \$10,000.00 or more, the Contractor will furnish the following bonds, subject to the approval of the County, as a condition to execution of the contract, and prior to any performance hereunder:

- 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. **PREVAILING WAGE RATES:** CONTRACTOR shall comply with the California Labor Code, including but not limited to the payment of prevailing wages when required. The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are on file at the office of the County Architect, 1105 Santa Barbara Street, Santa Barbara, CA 93101. Copies of these general prevailing wage rates shall be made available to any interested party on request. Changes, if any to the general prevailing wage rates will be

available at the same location. The prevailing wage rates are also available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/dlsr/pwd>. The CONTRACTOR shall post applicable prevailing wage rates at each job site.

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

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

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

In accordance with Chapter 2, Article XIII of the County of Santa Barbara County Code, the County of Santa Barbara reserves the right to terminate forthwith each and every written contract and agreement (except purchase orders) respecting real property, goods and/or services entered into by the County of Santa Barbara including but not limited to concessions, franchises, construction agreements, leases, whether now in effect or hereinafter made if the county finds that the Contractor is discriminating or has discriminated against any person in violation of any applicable state or federal laws, rules or regulations which may now or hereafter specifically prohibit such discrimination on such grounds as race, religion, sex, color, national origin, physical or mental disability, Vietnam era veteran/disabled, age, medical condition, marital status, ancestry, sexual orientation, or other legally protected status.

In addition to these 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 without cause. Upon such termination, County shall be liable to Contractor only for any costs expended up to the date of the termination.