




air pollution control district  
SANTA BARBARA COUNTY

Agenda Item: D-5  
Agenda Date: June 20, 2024  
Agenda Placement: Admin.  
Estimated Time: N/A  
Continued Item: No

## Board Agenda Item

TO: Air Pollution Control District Board

FROM: Aeron Arlin Genet, Air Pollution Control Officer 

CONTACT: Kristina Aguilar, CPA, Administrative Division Manager, (805) 979-8288

SUBJECT: Award Job Order Contract

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### RECOMMENDATION:

Consider recommendations as follows:

1. Approve the plans and specifications for typical work for the Job Order Contracts (JOCs) on file with the Capital Projects Division of the County General Services Department, the District's Representative for all phases of construction and remodel projects;
2. Approve and authorize the Chair to execute the attached General Building Construction Job Order Contract, with an initial guarantee only to receive the opportunity to perform Job Orders during the Term of the Contract (July 1, 2024 to June 30, 2025), and with a potential Not to Exceed Value of up to \$836,947.00, with JG Contracting;
3. Authorize the Air Pollution Control Officer, or their designee, to work with County General Services to award the following categories of Job Orders under the JOC (subject to the authorized contract limits, appropriation of funds for such Job Orders, and the provision in advance of adequate bonds and other security for completing each Job Order), and to take action with respect to the JOCs in accordance with, and within the limits prescribed by, the Public Contract Code, including, but not limited to, Section 20128.5, with respect to job order contracting:
  - a. Repair, remodeling, or other repetitive work eligible for job order contracting in accordance with Public Contract Code Section 20128.5 that has been included in the District's approved annual budget; and
  - b. Repair, remodeling, or other repetitive work eligible for job order contracting in accordance with Public Contract Code Section 20128.5 for which funding has been approved pursuant to a Budget Revision Request.
4. Approve use of the JOC for repair, remodeling, and other repetitive work to be done at 1011 W. McCoy.

Aeron Arlin Genet, Air Pollution Control Officer

## **DISCUSSION:**

The District purchased a small office building in northern Santa Barbara County for our north county staff in September 2021. Located at 1011 W. McCoy, the building is 5,967 square feet, has a secured parking lot, and included in the square footage is a 1,500 square foot warehouse space that will be used as a lab. Demolition of the interior of the building started in June 2022 and was completed in January 2023. Over the past two years, the District has been working with Paul Poirier + Associates Architects, County General Services, and the City of Santa Maria Planning and Development to finalize plans and cost estimates for the remodel.

The engineering estimate for the project was \$1,800,000 and a Request for Proposals was released on April 4, 2023. Bids on the project were \$4.7 million and \$3.3 million, greatly exceeding the engineering estimate and budgeted funds and the District elected to reject the bids. District staff has been working with County General Services to evaluate other options for the remodel project to move forward, including reducing the scope of the remodel and delaying some construction until a later phase.

For similar County projects, the County uses Job Order Contracts (JOCs) and proposed that the District use the County's JOCs. Because the District is not a party to the County's JOCs, we recommend that the District rely on the County's prior bidding work and enter into its own JOC contracts with JC Contracting.

A JOC is a competitively bid, firm fixed price contract that the District can use to complete maintenance, repair, and renovation projects. On November 13, 2023, General Services opened six (6) bids for the General Building Construction JOC, of which Quincon, Inc., Newton Construction & Management, Inc., R. Burke Corporation, and JG Contracting were the four lowest bidders (Contractors) with ACF composite adjustment factors of 0.9930, 1.0585, 1.0700, and 1.1250, respectively. The District is using JG Contracting because the construction company is a qualified company that is part of the JOC for the County and had availability for the project based on the current projects they are working on.

The JOC Program utilizes unit pricing to reduce the level of effort for contract procurement time. While the unit pricing method of the JOC Program encompasses a wide variety of remodeling and repair work, individual job orders are issued under a JOC for a specific scope of work. At this time, General Services has received JOC bids, and is prepared to award the Contracts to the low bidders. A Construction Task Catalog® (CTC) was developed by the Gordian Group, the consultants responsible for developing, implementing, and managing the JOC Program under the General Services Department's overall Project Management. Contractors were required to bid four (4) sets of adjustment factors to be applied to the unit prices in the Construction Task Catalog® (CTC).

This Job Order contract allows the District to move forward with remodeling work on the McCoy building and can also be used for any other necessary maintenance, repair, and renovation projects approved by the Board. For the current Fiscal Year, \$2,000,000 was budgeted for this purpose and is the proposed Not to Exceed amount for the original agreement. The term of the first agreement was January 18, 2024 to June 30, 2024. The budget for next fiscal year will include the remaining costs to complete the remodel, which are anticipated to be \$836,947. Together with adoption of the budget, the District is bringing this amendment to the JOC to complete the remaining work. Construction is anticipated to take six months.

Total construction costs are projected to be approximately \$3,361,221. The District hopes to move into McCoy by the end of 2024.

**FISCAL IMPACT:**

The costs for the demolition and construction were included in the Fiscal Year (FY) 2022-23 budget that was approved by your Board on June 16, 2022 and the FY 2023-24 budget that was approved by your Board on June 15, 2023. All funds earmarked for construction were used in FY 2023-24 (\$2,000,000). The remaining costs for the remodel were included in the FY 2024-25 Budget and brought to your Board for consideration today June 20, 2024.

**ATTACHMENT:**

- A. Job Order Contract C with JG Contracting

***SPECIAL INSTRUCTIONS:***

*If the contract is approved, please have the Chair sign the contract.*

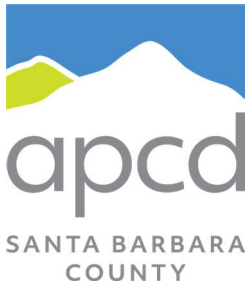
ATTACHMENT A

Job Order Contract C with JG Contracting

June 20, 2024

Santa Barbara County Air Pollution Control District  
Board of Directors

260 San Antonio Road, Suite A  
Santa Barbara, California 93110



**AGREEMENT FOR:**  
**APCD No. 0002-JOC**  
Santa Barbara County Air Pollution Control District  
**General Building Construction Job Order Contract 2024**  
BC: \_\_\_\_\_ - \_\_\_\_\_

THIS AGREEMENT (“Agreement”) is made by and between the Santa Barbara County Air Pollution Control District (“**DISTRICT**”), and JG Contracting (“**CONTRACTOR**” and together with DISTRICT, collectively, the “Parties” and each individually a “Party”), for the completion of the Work (defined below), on the following terms, conditions, and provisions. All references in the General Terms to the “Agreement” shall have the meaning ascribed to the term “Agreement” in the immediately preceding sentence. In the Exhibits to this Agreement, all references to COUNTY shall be interpreted to mean DISTRICT. Santa Barbara County (“**COUNTY**”) General Services Department acts as the DISTRICT’s agent in undertaking the work authorized under this Agreement, but privity of contract is between DISTRICT and CONTRACTOR.

1. **CONTRACT**: This Agreement incorporates by reference all of the General Conditions and Special Conditions, Specifications and Drawings provided by the DISTRICT for the General Building Construction Job Order Contract 2023-2024 Project No. 23000-JOC, the Notice to Bidders as amended by Addenda Number 01-02, the Bid Bond, the Performance Bond, the Payment Bond, and the bid documents executed and submitted by the CONTRACTOR for the Project (“Proposal”), to the extent the Proposal is consistent with the provisions of this Agreement other than the Proposal (all of the foregoing documents, together with this Agreement, collectively, the “Contract” or “Contract Documents”). A copy of each of the General and Special Conditions, Specifications and Drawings provided by the District Representative for the General Building Construction Job Order Contract 2023-2024, 23000-JOC, the Notice to Contractors, the Bid Bond, the Performance Bond, and the Payment Bond are attached hereto as EXHIBIT A, and a copy of the Proposal is attached hereto as EXHIBIT B. All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Notice to Bidders. Copies of all Contract Documents are on file in the Department of General Services Office, the District Representative, and have been and will be made available to the CONTRACTOR during the term of this Agreement. CONTRACTOR acknowledges receipt of all Contract Documents.

2. **WORK**: CONTRACTOR, at CONTRACTOR’s own cost and expense, shall perform all the work described in the Contract Documents (“Work”), and shall furnish all equipment and materials necessary to perform and complete the Work, in a good and workmanlike manner and to the satisfaction of the Air Pollution Control Officer of the DISTRICT or designee, all in strict accordance with the Plans and the Contract Documents.

3. **EXCAVATIONS**: Before any pavement resurfacing, displacement, or excavation of the ground that may be required in connection with the Work under this Contract, the CONTRACTOR shall obtain an inquiry identification number by calling Underground Service Alert (USA) 1 (800) 422-4133 or by such other means as may be required; shall conform to all requirements of Sections 4215 through 4217 of the Government Code regarding any such pavement resurfacing, displacement or excavation, including the payment of any fees required; and shall facilitate performance by the DISTRICT of any obligation required of the DISTRICT under the Government Code. There shall be no performance under this Contract by either party hereto unless and until CONTRACTOR complies with all of the foregoing provisions of this Sections 3, and notifies the District Representative (defined below) in writing regarding such compliance.

4. **DISTRICT REPRESENTATIVE**: The “District Representative” referred to in the Contract Documents is Daniel Contreras.

5. **PAYMENT**: As full compensation for furnishing all labor, supervision, overhead, materials, and equipment and for completing all of the Work contemplated by this Contract, and subject to adjustments and liquidated damages, if any, as provided in the Contract Documents, the not to exceed amount to be paid to the CONTRACTOR for satisfactory completion of all requirements of the CONTRACTOR under this Contract is EIGHT HUNDRED THIRTY SIX THOUSAND NINE HUNDRED AND FORTY SEVEN \$836,947.00. (“Not to Exceed Contract Amount”), to be paid as provided in the Contract Documents. The CONTRACTOR assumes and will provide against any loss or damage arising out of the nature of the Work undertaken, or the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the performance of the Work until its acceptance by the DISTRICT, and assumes any and all expenses incurred by or in consequence of suspension or discontinuance of the Work, for well and faithfully completing the Work and

the whole thereof, in the manner and to the requirements of the Contract and directions of the District Representative.

6. **RIGHT TO AUDIT**: CONTRACTOR shall maintain and make available all books, papers, records, detail costs, estimates, claims, and accounts, including payment, property, payroll, personnel, subcontractors, and financial records related to or which arise in connection with the Contract (collectively, the "Records"). The form of record keeping with respect to the Records shall be subject to approval by DISTRICT. The Records shall be made available during normal business hours for examination by DISTRICT or the District Representative and shall be retained at CONTRACTOR'S principal place of business in California for audit during normal business hours at such place for four (4) years after the recording of the Notice of Completion for the Project. CONTRACTOR shall provide an office in which DISTRICT and the District Representative may conduct such audit(s).

The DISTRICT will have the right to audit CONTRACTOR'S Project records. Records must be made available in a form satisfactory to the Santa Barbara County Auditor-Controller or the DISTRICT.

7. **EXTRA WORK**: Extra work, materials, resolution of disputes, corrections, and/or changes to the specifications as are required for the proper completion of the Work contemplated in the Contract Documents may be effected or authorized in writing pursuant to Change Order(s) duly executed by the District Representative (each a "Change Order"), including agreement(s) providing for compensation in addition to the Not to Exceed Contract Amount at the same rate per unit (or at a corresponding rate for work that is different from that provided for in the Contract Documents), to the extent that the authority for such Change Orders has been specifically delegated to the District Representative by the DISTRICT Board of Supervisors ("Board") concurrently with the Board's approval of this Contract; provided, however, that the total amount of such additional compensation pursuant to Change Order(s) shall not exceed the Not to Exceed Amount. In no event shall compensation be paid to CONTRACTOR hereunder be in excess of the Not to Exceed Amount of \$836,947 unless first authorized by resolution or minute order of the Santa Barbara County Air Pollution Control District Board of Directors. In no event shall CONTRACTOR be paid for any work performed after the expiration of the one-year Term of this Contract, which Term shall not be extended or amended.

8. **COMPLIANCE WITH LAW, AMENDMENTS**: CONTRACTOR shall keep fully informed of, and shall at all times during the Term ensure the performance of the Work is in compliance with, all applicable laws, statutes, ordinances, decrees, orders, and regulations which do or may affect the Project, performance of the Work, the materials used therein, or persons engaged in connection therewith, and all such orders of bodies and tribunals having any jurisdiction over same (collectively, "Applicable Laws"). If it be found that the Special Provisions or Standard Specifications for the Work conflict with any Applicable Law(s), the CONTRACTOR shall immediately report same to the District Representative in writing. CONTRACTOR shall at all times observe and comply with, and shall cause all agents, employees, and subcontractors to observe and comply with, all Applicable Laws. CONTRACTOR acknowledges and shall comply with the provisions of Sections 9364 and Sections 9550 and 9566, inclusive, of the Civil Code of California.

9. **PAYMENTS NOT ACCEPTANCE**: No certificate given or payments made under this Contract, except the final payment hereunder, shall be evidence of the performance of this Contract, either wholly or in part, against any claim upon CONTRACTOR. Final payment for the Work performed under this Contract shall not be made until the lapse of thirty (30) days after the Notice of Completion of the Work has been filed for record and no payment shall be construed to be acceptance of any defective Work or improper materials. CONTRACTOR agrees that the payment for final quantities due under this Contract and the payment of amounts due for any Work in accordance with this Contract shall release the DISTRICT from any claims or liabilities on account of Work performed under this Contract, as the same may be amended from time to time during the Term. In addition to guarantees required elsewhere, CONTRACTOR shall and does hereby guarantee all workmanship and material to be free of defects and fit for the purposes intended for a period of one year from and after both the date of acceptance of the work and the recordation of the Notice of Completion by the DISTRICT and CONTRACTOR shall repair or replace all Work and materials, together with any other portions of the Work which may be displaced in so doing, that, in the opinion of the District Representative, is or becomes defective during the period of said guarantee, without expense whatsoever to the DISTRICT.

10. **PREVAILING WAGE RATES**: Rates of wages, including overtime, holiday, and Sunday rates provided for the Work shall comply with and are subject to the California Labor Code, Sections 1770 et. seq., Executive Orders of the President of the United States No. 9240, dated September 9, 1942, and No. 9250, dated October 3, 1942, and to any modifications thereof, and to and any orders of the President or any authorized Federal Officer or agency, insofar as the same may apply to this Contract.

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

**11. CONTRACT DOCUMENTS ACKNOWLEDGED:** CONTRACTOR hereby declares that CONTRACTOR has read the Contract Documents, has carefully examined the plans and detailed drawings of the Work to be performed, and fully understands the intent and meaning of the same.

**12. TERM; TIME FOR COMMENCEMENT, COMPLETION:** The term of this Contract shall commence effective as of the first date that this Contract is duly executed by all of the parties hereto (“Effective Date”), and shall terminate, and all Work to be performed under this Contract shall be completed by June 30, 2025, unless earlier terminated in accordance with the provisions of this Contract (“Term”). As soon as practicable after the Effective Date, a Notice to Proceed will be issued by the District Representative stating the starting date of Work performance hereunder. The CONTRACTOR shall begin work within fifteen (15) calendar days after receiving the Notice to Proceed, unless otherwise provided therein. The provisions of this Agreement pertaining to Liquidated Damages shall apply in the event of the CONTRACTOR’s failure to complete the Work within the Term.

**13. WORKERS' COMPENSATION INSURANCE:** CONTRACTOR certifies that CONTRACTOR has knowledge of, is in compliance with, and warrants that CONTRACTOR at all times during the TERM shall remain in compliance with, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance by the provisions of that Code. CONTRACTOR shall comply with such provisions before commencing the performance of the Work.

**14. PROGRESS PAYMENT; NO WAIVER FOR DELAY:** Any progress payment made after the scheduled completion date for the Work shall not constitute a waiver of any liquidated damages under this Contract.

**15. GUARANTEE BONDS:** Before any performance under this Contract, the CONTRACTOR shall provide the security required by statute for the payment of all workers and suppliers, and security for the faithful performance of all terms and conditions of this Contract, in an amount and form approved by the DISTRICT. Both securities shall contain provisions that automatically increase amounts thereof and/or time of completion or both for all change orders, extensions, and additions to the Work provided under this Contract.

**16. NON-DISCRIMINATION:** The CONTRACTOR acknowledges that this Agreement is subject to the provisions of Article XIII of Chapter 2 of the Santa Barbara County Code, providing against discrimination in employment. The CONTRACTOR shall perform all requirements of a contractor under the provisions of said Article, and shall pay all costs incurred by the DISTRICT in connection with any noncompliance by the CONTRACTOR.

**17. DISPUTES:** Should any dispute(s) arise respecting the construction or meaning of any of the plans or specifications affecting the Work or respecting the true value of any extra work or work omitted, such dispute(s) shall be resolved by the Project Engineer/Architect, whose decision shall be final and binding upon the parties hereto. If, after the decision of the Project Engineer/Architect as provided herein, claims (as defined in Public Contracts Code Section 20104) under this Contract are filed by CONTRACTOR against DISTRICT, and those claims are in the aggregate amount of \$375,000 or less, such claims shall be resolved under Public Contracts Code Sections 20104 through 20104.8, inclusive.

**18. SUBSTITUTION OF MATERIALS:** The District Representative is authorized to act on behalf of the DISTRICT in matters requiring consent, notice, or hearing to substitute materials or equipment specified, to the extent expressly authorized by the Board of Supervisors in approving this Contract and to extent not inconsistent with any of the numbered sections of this Agreement, or Exhibit C, or any Federal provisions included in this Contract.

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

**20. INDEMNIFICATION AND INSURANCE**: CONTRACTOR shall, at all times during the Term, comply with the indemnification and insurance provisions set forth in EXHIBIT C, attached hereto and incorporated herein by reference.

**21. TAXES**: CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any Work under this Contract, and shall make any and all payroll deductions required by law. CONTRACTOR is responsible for all CONTRACTOR personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits. In no event shall DISTRICT pay or be responsible for any taxes imposed on, or with respect to, CONTRACTOR's income, revenues, gross receipts, personnel, real or personal property, or other assets. DISTRICT shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should DISTRICT be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse DISTRICT for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

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

**23. NONDISCRIMINATION**: DISTRICT hereby notifies CONTRACTOR that the Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

**24. NON-ASSIGNMENT**: CONTRACTOR shall not assign, subcontract, delegate, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer") this Contract, in whole or in part, or any of CONTRACTOR's rights or obligations under this Contract, without the prior written consent of DISTRICT in each instance.

Any attempted or purported Transfer in violation of Section 2.08 of the General Conditions, attached hereto as part of Exhibit A, shall be null and void and without legal effect and shall constitute grounds for termination by DISTRICT. No Transfer shall relieve CONTRACTOR of any of its obligations hereunder.

**25. SEVERABILITY**: If any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**26. TIME IS OF THE ESSENCE**: Time is of the essence in this Contract, and each covenant and term is a condition herein.

**27. ENTIRE AGREEMENT AND AMENDMENT**: The Contract Documents, as may be modified from time to time during the Term by duly authorized and executed Change Orders in accordance with the provisions of this Agreement and the General Terms, contain the entire understanding and agreement of the Parties with respect to the subject matter hereof and thereof, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein and therein. This Contract may be altered, amended or modified only by an instrument in writing, duly executed by each of the Parties, and by no other means, except to the extent such delegated authority is expressly authorized by the DISTRICT Board of Directors in approving this Contract. Each Party waives its future right to claim, contest or assert that this Contract was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

**28. EXECUTION OF COUNTERPARTS**: This Contract may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Parties shall preserve undestroyed, shall together constitute one and the same instrument.



**29. ORDER OF PRECEDENCE:** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions contained in the numbered sections of this Agreement shall prevail over those in the Exhibits other than Exhibit C. CONTRACTOR agrees that in the event of any discrepancy, inconsistency, gap, ambiguity, or conflicting language between Exhibit B, on the one hand, and any other provision(s) of this Contract on the other, the provisions of this Contract (including the numbered sections of this Agreement, Exhibit A, and Exhibit C) other than Exhibit B shall take precedence and control and prevail over the provisions of Exhibit B.

**30. SUBCONTRACTORS:** CONTRACTOR is authorized to subcontract with only the subcontractor(s) identified in the Proposal as attached hereto and as set forth in Exhibit B (“Subcontractors”). Contractor shall be fully responsible for all services and Work performed by its Subcontractors. Contractor shall secure from each of its Subcontractors legally binding written agreements to comply with the provisions of this Agreement pertaining to CONTRACTOR’s obligations as if such obligations pertained to such Subcontractor, including, but not limited to, audit obligations.

**31. CHANGE ORDERS:** No Change Order shall be valid or enforceable against the DISTRICT unless duly authorized by the DISTRICT in accordance with Article 6 of the General Conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date executed by the District.

**DISTRICT**

County of Santa Barbara  
Air Pollution Control District

By: \_\_\_\_\_  
CHAIR, BOARD OF DIRECTORS

Dated: \_\_\_\_\_

**ATTEST:**

AERON ARLIN GENET  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Deputy Clerk of the Board

**CONTRACTOR**

JG Contracting, a California corporation

By: **Jeff Gamble** Digitally signed by Jeff Gamble  
Date: 2024.06.04 14:46:10 -07'00'

AUTHORIZED REPRESENTATIVE

Name: Jeff Gamble

Title: President

**APPROVED AS TO FORM:**

RACHEL VAN MULLEM,  
COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

BETSY SCHAFFER, CPA, CPFO  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Deputy Auditor-Controller

**APPROVED AS TO FORM:**

GREG MILLIGAN, ARM  
RISK MANAGER

By: \_\_\_\_\_  
Risk Management

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date executed by the District.

**DISTRICT**

County of Santa Barbara  
Air Pollution Control District

By: \_\_\_\_\_  
CHAIR, BOARD OF DIRECTORS

Dated: \_\_\_\_\_

**ATTEST:**

AERON ARLIN GENET  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Deputy Clerk of the Board

**CONTRACTOR**

JG Contracting, a California corporation

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE  
Name: Jeff Gamble  
Title: President

**APPROVED AS TO FORM:**

RACHEL VAN MULLEM,  
COUNTY COUNSEL

By:  \_\_\_\_\_  
Jen C. Robinson (Jun 5, 2024 09:47 PDT)  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

BETSY SCHAFFER, CPA, CPFO  
AUDITOR-CONTROLLER

By:  \_\_\_\_\_  
Deputy Auditor-Controller

**APPROVED AS TO FORM:**

GREG MILLIGAN, ARM  
RISK MANAGER

By:  \_\_\_\_\_  
Samantha Francis (Jun 5, 2024 13:29 PDT)  
Risk Management