



**COUNTY OF EL DORADO, CALIFORNIA  
CHIEF ADMINISTRATIVE OFFICE  
PROCUREMENT AND CONTRACTS DIVISION  
solicitation on behalf of the**

**AIR QUALITY MANAGEMENT DISTRICT**

**REQUEST FOR BIDS**

**INCLUDING**

**NOTICE TO BIDDERS, INSTRUCTIONS TO BIDDERS,  
PROPOSAL, CONTRACT, CONDITIONS OF THE CONTRACT, AND  
ATTACHMENTS A, B, and C**

**FOR**

**ELECTRIC VEHICLE SUPPLY EQUIPMENT REPLACEMENT**

**BID #2025-0130**

**BIDS MUST BE RECEIVED BY:  
2:00 P.M. on NOVEMBER 7, 2025  
THROUGH QUEST CONSTRUCTION  
DATA NETWORK**

**COUNTY OF EL DORADO, STATE OF CALIFORNIA  
AIR QUALITY MANAGEMENT DISTRICT**

**ELECTRIC VEHICLE SUPPLY EQUIPMENT REPLACEMENT**

**BID #2025-0130**

**TABLE OF CONTENTS**

<b>NOTICE TO BIDDERS</b>	<b>N-1</b>
<b>INSTRUCTIONS TO BIDDERS</b>	<b>I-1</b>
<b>PROPOSAL</b>	<b>P-1</b>
<b>DRAFT AGREEMENT FOR CONSTRUCTION SERVICES</b>	<b>C-1</b>
<b>PAYMENT BOND</b>	<b>NO PAGE #</b>
<b>PERFORMANCE BOND</b>	<b>NO PAGE #</b>
<b>CALIFORNIA FORM 590 - 2022 WITHHOLDING CERTIFICATE</b>	<b>NO PAGE #</b>
<b>COUNTY OF EL DORADO PAYEE DATA RECORD FORM</b>	<b>NO PAGE #</b>
<b>CERTIFICATE OF INSURANCE FORM</b>	<b>NO PAGE #</b>
<b>CONDITIONS OF THE CONTRACT</b>	<b>CC-1</b>
<b>ATTACHMENT A – SCOPE OF WORK</b>	
<b>ATTACHMENT B – LOCATIONS AND EQUIPMENT</b>	
<b>ATTACHMENT C – CHARGEPOINT GUIDE</b>	



**COUNTY OF EL DORADO, CALIFORNIA  
AIR QUALITY MANAGEMENT DISTRICT**

**NOTICE TO BIDDERS**

**NOTICE IS HEREBY GIVEN** by the County of El Dorado, State of California, that bids submitted through Quest Construction Data Network (Quest) for work in accordance with the Contract Documents designated:

**ELECTRIC VEHICLE SUPPLY EQUIPMENT REPLACEMENT  
BID #2025-0130**

will be received by the Chief Administrative Office, Procurement & Contracts Division, online through Quest Construction Data Network (Quest) Project #9723788, until **2:00 p.m. Pacific Time on November 7, 2025**, at which time and place bids will be publicly opened and read by the Chief Administrative Office, Procurement & Contracts Division. The bid opening will be held virtually through Zoom. The virtual meeting can be accessed via the following: <https://us02web.zoom.us/j/81943963566>. Meeting ID: 819 4396 3566 / (669)900-6833 (San Jose), (253)215-8782 US (Tacoma), (346)248-7799 US (Houston).

**LOCATION/DESCRIPTION OF THE WORK:** The successful Bidder shall furnish all personnel, subcontractors, services, tools, vehicles, and equipment to remove and replace electric vehicle charging equipment at fifteen (15) County locations in accordance with Attachment A – Scope of Work, Attachment B, Locations and Equipment, and Attachment C, ChargePoint Guide.

- A. The contract time shall be **one hundred eighty (180) Calendar Days**.
- B. For bonding purposes, the estimated project cost is **approximately \$438,000**.
- C. This project is being formally bid in accordance with Public Contract Code 22032 and County of El Dorado Ordinance Code section 3.14.040.
- D. There will not be pre-bid site visits at the fifteen (15) County locations. All Bidder questions will be answered during the pre-bid communication period stated below.

**PRE-BID COMMUNICATIONS & REQUESTS FOR INFORMATION (RFI):** Questions will be accepted in writing only, through submission to the Quest website under the Quest Project #9723788 “Project Q&A”, by email, or in hard copy, until **5:00 P.M. on October 24, 2025**. Pre-bid communications and RFI are to be submitted to the email shown on the Quest website under the Quest #9723788 “Project Q&A”, emailed to: [tyler.prince@edcgov.us](mailto:tyler.prince@edcgov.us) with BID #2025-0130 – RFI as the subject, or in hard copy delivered to: County of El Dorado, Procurement & Contracts, 330 Fair Lane, Placerville, California 95667, BID #2025-0130 – RFI. If a response does not require an addenda, answers to questions deemed relevant and appropriate will be uploaded to Quest on or about **October 31, 2025**. Oral responses concerning the content of the Contract Documents shall not be relied upon and will not be binding or legally effective. Addenda will be uploaded in PDF format to Quest’s website. To receive notification of addenda, interested bidders must be included on the Planholders List.

**OBTAINING OR INSPECTING CONTRACT DOCUMENTS:** The contract documents may be viewed and/or downloaded from the Quest Construction Data Network (Quest) website at <http://www.questcdn.com>. Interested parties may also access the Quest website by clicking on the link located on the Chief Administrative Office, Procurement and Contract’s website at [County of El Dorado - Projects \(questcdn.com\)](#) and entering the Quest project #9723788.

Interested parties may view the Contract Documents on the Quest website at no charge. The digital Contract Documents may be downloaded for \$42.00 by inputting the Quest project #9723788 on the websites’ Project Search page. Please contact Quest CDN.com at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance with free membership, registration, downloading, and working with this digital project information. To access the electronic bid form, download the project/request documents and click the online bidding button at the top of the advertisement screen. Physical paper copies of the Contract Documents may be examined by appointment at the County of El Dorado, Chief Administrative Office, Procurement and Contracts Division located at 330 Fair Lane, Placerville, California 95667; however, the Chief Administrative Office will no longer issue paper copies of the Contract Documents to bidders. To view the Contract Documents in person, contact Tyler Prince by phone at 530-621-6438 or by email at [tyler.prince@edcgov.us](mailto:tyler.prince@edcgov.us).

By paying for and downloading the digital Contract Documents, interested bidders are automatically included on the Planholders List. The list of planholders will be available on Quest's website under "View Planholders." Those downloading the Contract Documents assume responsibility and risk for completeness of the downloaded Contract Documents. To be eligible to bid, interested parties must be included on the Planholders List.

**ONLY CONTRACT DOCUMENTS DOWNLOADED FROM QUEST AND SUBMITTED BY A BIDDER INCLUDED ON THE PLANHOLDERS LIST WILL BE CONSIDERED FOR BID SUBMITTAL.**

**CONTRACTORS LICENSE CLASSIFICATION:** Bidders shall be properly licensed to perform the Work pursuant to the Contractors' State License Law (Business and Professions Code section 7000, et seq.) and shall possess California **Class C10 – Electrical Contractor's License** at the time the bid is submitted and shall maintain a valid license and certification through completion and acceptance of the Work, including the guarantee and acceptance period. Failure of the successful Bidder to obtain proper adequate licensing shall constitute a failure to execute the Contract and shall result in the forfeiture of the Bidder's security and may result in legal penalties.

**CONTRACTOR REGISTRATION:** No contractor or subcontractor may be listed on a bid proposal for a public works project or awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code sections 1771.1(a), 1725.5. Bids will not be accepted from unregistered contractors except as provided in section 1771.1.

**PREVAILING WAGE REQUIREMENTS:** In accordance with the provisions of Labor Code section 1770, et seq., the general prevailing rate of wages in the county in which the Work is to be done has been determined by the Director of the California Department of Industrial Relations. These wage rates appear in the California Department of Transportation publication entitled General Prevailing Wage Rates. Interested parties can obtain the current wage information by submitting their requests to the Department of Industrial Relations, Division of Labor Statistics and Research, P.O. Box 420603, San Francisco CA 94142-0603, Telephone (415) 703-4708 or by referring to the website at <http://www.dir.ca.gov/dlsr/PWD>. The rates at the time of the bid advertisement date of a project will remain in effect for the life of the project in accordance with the California Code of Regulations, as modified and effective January 27, 1997.

Copies of the general prevailing rate of wages in the county in which the Work is to be done are also on file at the Air Quality Management District and are available upon request.

In accordance with the provisions of Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Contractor and any subcontractor employed under this Contract shall conform to and be bound by the provisions of Labor Code sections 1810 through 1815.

**BID SECURITY:** A bid security shall be provided with each bid. Bid security shall be in an amount of not less than ten percent (10%) of the total amount bid for the Work and shall be cash, a certified check, or cashier's check drawn to the order of the County of El Dorado or a Bidder's Bond executed by a surety satisfactory to the County of El Dorado on the **form provided in the Proposal section of these Contract Documents**.

**Bidders are required to submit either an electronic Bidder's Bond through Surety2000 or a PDF copy of a hard copy Bidder's Bond with their bid. If a bid security other than a Bidder's Bond is being used, Bidders must upload a PDF copy of the bid security with their electronic bid submittal. If a PDF copy of the bid security is uploaded, the original bid security and acknowledgment must be provided to the Chief Administrative Office, Procurement and Contracts Division, after the bid opening but before the end of business on the first business day after the bid opening. If the Bidder chooses to utilize Surety2000, by submitting their bid, Bidder hereby agrees to hold the County of El Dorado harmless from and waive any and all claims against the County of El Dorado for any claims or damages that arise from or are related to the Bidder's use of Surety 2000.**

**PERFORMANCE AND PAYMENT BONDS:** The successful Bidder shall be required to execute a Performance Bond and a Payment Bond for not less than one hundred percent (100%) of the construction price, issued by an Admitted Surety, an insurance organization authorized to transact business in the State of California.

**CONTRACT EXECUTION:** The successful bidder must sign the Contract form provided at the time of contract award.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Public Contract Code sections 10181, 10182, and 10183).

A copy of the Contract form is included in your Contract Documents.

**SECURITIES SUBSTITUTION:** Pursuant to Public Contract Code section 22300, and at the request and expense of the Contractor to whom the Contract is awarded, securities in a form approved by the County shall be permitted in substitution for money withheld by the County to ensure performance under the Contract.

**INSTRUCTIONS TO BIDDERS:** All bidders should carefully review the Instructions to Bidders for more detailed information before submitting a Bid Proposal.

**BY ORDER OF** the Board of Supervisors, County of El Dorado, State of California.

Authorized by the Board of Supervisors on September 30, 2025 at Placerville, California.

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

By: \_\_\_\_\_

Chair, Board of Supervisors

ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

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

**\* END OF DOCUMENT \***

**THESE INSTRUCTIONS SUPPLEMENT THE NOTICE TO BIDDERS, PROPOSAL, DRAFT  
CONTRACT, AND CONDITIONS OF THE CONTRACT**

**ELECTRIC VEHICLE SUPPLY EQUIPMENT REPLACEMENT  
BID #2025-0130**

**INSTRUCTIONS TO BIDDERS**

1. The County of El Dorado will receive sealed bids through online submission to Quest from Bidders as stipulated in the Notice to Bidders. **The Proposal including the Bidder's Security shall be submitted through Quest.** Bidders are cautioned that the timing of their online submission is based on when the submittal is RECEIVED by Quest, not when a submittal is initiated by a bidder. Online submittal transmissions can be delayed in an "Internet Traffic Jam" due to file transfer size, transmission speed, etc. For these reasons, the County recommends that bidders allow sufficient time to upload their response and attachment(s) and to resolve any issues that may arise. The closing date and time shall be governed by the Quest web clock, which does not allow submittals after the closing date and time. Quest will send a message to the Bidder's message center in Quest advising that their online submission (vbid) was successfully submitted. If you do not receive a successful submission confirmation, you are advised to contact Quest at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance.
2. Bidders must submit bids only on forms provided in the Contract Documents downloaded from the Quest website and shall be accompanied by all documents and information required to be submitted by these Instructions to Bidders, the Notice to Bidders, and by law. Bids not submitted on the required forms provided in the Contract Documents downloaded by the bidder from the Quest website will be deemed nonresponsive and will be disqualified.
3. Bidders must complete and submit the Proposal, Proposal Bid Price Schedule, Or Equal Listing, Subcontractors Listing, Public Contract Code section 10285.1 Statement, Public Contract Code section 10162 Questionnaire, Non-Collusion Affidavit, and page P-10, along with P-11 through P-13, as applicable. Bids submitted without the required documentation will be deemed nonresponsive and will be disqualified.
4. Bidders must supply all information required by the Contract Documents and specifications. Bids must be complete. Late bids, unlabeled bids, incomplete bids, or bids otherwise not in compliance with these bid documents will be rejected. The County reserves the right at its sole discretion to reject any bid as nonresponsive as a result of any error or omission in the bid.
5. Bidders may not modify the Proposal Document or qualify their bids.
6. Submission of a bid signifies that the Bidder has done a careful examination of the Contract Documents and has a complete understanding of the nature, extent, and location of Work to be performed. Bidder must complete the tasks listed below in subsections "a - c" as a condition to bidding, and submission of bid shall constitute the Bidder's express representation to the County that Bidder has fully completed the following:
  - a. Bidder has downloaded all documents related to the project from the Quest website and takes responsibility for their completeness;
  - b. Bidder has examined thoroughly and understands the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, all local conditions, and federal, state, and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
  - c. Bidder has given the County representative during the bid period prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and actual conditions and the written resolution thereof by County is acceptable to Bidder.

7. The following represents the schedule for this Project and is subject to change. All times listed are Pacific Time:

Bid Issuance	OCTOBER 8, 2025
Deadline for Final Questions	OCTOBER 24, 2025 - 5:00 P.M.
Bid Submission Deadline	NOVEMBER 7, 2025 - 2:00 P.M.
Notice of Intent to Award Posting Estimate	NOVEMBER 14, 2025

8. No Bid may be withdrawn after the time established for receiving bids or before the award and execution of the Contract, unless the award is delayed for a period exceeding sixty (60) calendar days, or the withdraw has been approved by the County Board of Supervisor in accordance with Section 16, Bid Relief, below.
9. Bids must be executed in accordance with the instructions given on the forms provided in the Contract Documents furnished by the County of El Dorado, Chief Administrative Office, Procurement and Contracts Division, through Quest Construction Data Network (Quest).
10. **BUSINESS LICENSE:** The County Business License Ordinance provides that it is unlawful for any person to furnish supplies or services or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. The Bidder to whom an award is made shall comply with all of the requirements of the County Business License Ordinance, where applicable, prior to beginning work under this Contract and at all times during the term of this Contract.
11. **REQUIRED LISTING OF PROPOSED SUBCONTRACTORS:** Each Bid shall have listed therein the name and address of each subcontractor, to whom the Bidder proposes to subcontract portions of the work in an amount in excess of 1/2 of one percent of its total bid in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The Bidder shall also describe in the Subcontractor Listing the work to be performed by each subcontractor listed. The work to be performed by the subcontractor shall be shown by listing the description of the work, and portion of the work to be performed by the subcontractor in the form of a percentage calculated by dividing the work to be performed by the subcontractor by the lump sum bid price. At the time the bids are submitted all listed subcontractors shall be properly licensed to perform their designated portion of the work. The Bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.
- Pursuant Labor Code sections 1725.5 and 1771.1, no contractor or subcontractor may be listed on a bid proposal for public works project or awarded a contract for a public works project unless registered with the Department of Industrial Relations.
12. **EMISSIONS REDUCTION (IF REQUIRED):** Successful bidder must comply with emission reduction regulations mandated by the California Air Resources Board (CARB) and sign the certification of knowledge in the Agreement. Contractor must require all sub-contractors to comply with such regulations.

Successful bidder and its subcontractors shall at all times have valid Certificates of Reported Compliance as described in 13 California Code of Regulations section 2449(n) for fleets of vehicles subject to 13 CCR section 2449 which may be used in performance of the resulting contract. No such vehicle is permitted onsite unless and until the successful bidder provides County with a valid Certificate of Reported compliance.

Consistent with 13 California Code of Regulations 2449(i), the successful Contractor must submit to the County current CARB Certificates for any applicable fleet intended to be used by the Contractor and for any applicable fleet intended to be used by all subcontractors listed on the Subcontractor Listing Form in the Proposal within ten (10) business days of receiving the Notice to Award Letter. Failure to send those certificates may result in forfeiture of your bidder's bond, and the County reserves the right to then award the Project to the next lowest responsive and responsible bidder.

13. **NONDISCRIMINATION: (IF REQUIRED)** Attention is directed to the following Notice that is required by Government Code section 12990, et seq., which shall also be included in any subcontract agreements:

**NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM  
(GOVERNMENT CODE SECTION 12990)**

Your attention is called to the Nondiscrimination Clause set forth or referred to herein, which is applicable to all nonexempt state construction contracts and subcontracts and to the Standard California Nondiscrimination Construction Contract Specifications set forth herein. The specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

(2 California Code of Regulations section 11119.)

**NONDISCRIMINATION CLAUSE**

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.) and the applicable regulations promulgated thereunder (2 California Code of Regulations section 11000, et seq.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990, set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

(2 California Code of Regulations section 11105.)

**STANDARD CALIFORNIA NONDISCRIMINATION CONSTRUCTION  
CONTRACT SPECIFICATIONS (GOVERNMENT CODE SECTION 12990)**

These specifications are applicable to all state contractors and subcontractors having a construction contract or subcontract of \$5,000 or more.

1. As used in the specifications:

a. "Act" means the Fair Employment and Housing Act.

b. "Administrator" means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing, or any person to whom the Administrator delegates authority;

2. Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall include in each subcontract of \$5,000 or more the nondiscrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.

3. The contractor shall implement the specific nondiscrimination standards provided in paragraphs 6(a) through (e) of these specifications.

4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer members of any group protected by the Act shall excuse the contractor's obligations under these specifications, Government Code section 12990, or the regulations promulgated pursuant thereto.

5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.

6. The contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor must be able to demonstrate fully its efforts under steps a. through e. below:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the contractor's employees are assigned to work. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligations to maintain such a working environment.

b. Provide written notification within seven days to the director of the DFEH when the referral process of the union or unions with which the contractor has a collective bargaining agreement has impeded the contractor's efforts to meet its obligations.

c. Disseminate the contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.

d. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general foremen, on-site foremen, etc., are aware of the contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.

e. Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the contractor's obligations under these specifications are being carried out.

7. Contractors are encouraged to participate in voluntary associations that assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on equal employment opportunity in the industry, ensures that the concrete benefits of the program are reflected in the contractor's workforce participation, and can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's.

8. The contractor is required to provide equal employment opportunity for all persons. Consequently, the contractor may be in violation of the Fair Employment and Housing Act



(Government Code section 12990, et seq.) if a particular group is employed in a substantially disparate manner.

9. The contractor shall not use the nondiscrimination standards to discriminate against any person because race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

10. The contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code section 12990.

11. The contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code section 12990 and its implementing regulations by the awarding agency. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code section 12990.

12. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, status, (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(2 California Code of Regulations section 11122.)

14. **AWARD OF CONTRACT:** The County reserves the right after opening bids to reject any or all bids, to waive any irregularity in a bid, or to make award to the lowest responsive, responsible Bidder(s). The Purchasing Agent will recommend the bid for award by the Board of Supervisors. As a condition of award, the successful Bidder will be required to submit bonds and evidence of insurance prior to execution of the Agreement by the County. Failure to meet this requirement shall constitute abandonment of the Bid by the Bidder and forfeiture of Bidder's security. Award will then be made to the next lowest responsible, responsive bidder.
15. **UNFAIR COMPETITION:** The County of El Dorado hereby notifies all Bidders, and by submitting a response to this invitation Bidder hereby agrees, that Bidder shall comply with all anti-competitive and anti-trust federal and state laws, including but not limited to the Unfair Practices Act (Business and Professions Code section 17000, et seq.), the Cartwright Act (Business and Professions Code section 16700, et seq., prohibited restraints on competition), Unfair Competition Act (Business and Professions Code section 17200, et seq.), the Sherman Act (15 U.S.C. section 1, et seq.), and the Clayton Act (15 U.S.C. section 12, et seq.).
16. **BID RELIEF:** County Board of Supervisors may grant bid relief under Pub Contract Code section 5100 et seq. Submit any request for bid relief to Tyler Prince at [tyler.prince@edcgov.us](mailto:tyler.prince@edcgov.us), phone: 530-621-6438. Requests for bid relief must be in writing within 2 business days of the bid opening and must demonstrate:
1. A mistake was made in your bid.
  2. The mistake made the bid materially different than what you intended.
  3. The mistake was made in filling out the bid and not due to an error in judgment or to carelessness in inspecting the site of work or in reading the plans or specifications.
17. **BIDERS PROTEST PROCEDURES:** The Chief Administrative Office, Procurement & Contracts Division, will notify all bidders in writing of its recommendation for award or rejection of bids, and the date and time on which the recommendation for award will be considered and acted upon by the Board

of Supervisors (“Notice of Intent to Award”). All bidders may attend the Board of Supervisors meeting, address the Board, and be heard.

**Within 5 working days** from the date of the Notice of Intent to Award, the Bidder protesting the recommendation for award must submit a formal written protest to the Procurement & Contracts Division, stating in detail the basis and reason for the protest. The Bidder must provide facts to support the protest including any evidence Bidder wishes to be considered together with the law, rule, regulation, or criteria on which the protest is based. The Bidder’s formal written protest and supporting documents will be reviewed by the County’s Purchasing Agent. The County’s Purchasing Agent will either approve or reject the Bidder’s protest. If the County’s Purchasing Agent rejects the Bidders protest, the protest will be heard and acted upon by the Board of Supervisors. The Bidder may attend the Board of Supervisors meeting at which the recommendation and bid protest will be considered. If the Bidder is not in attendance at that time, the bid protest may be dismissed by the Board of Supervisors without further consideration of the merits and the decision of the Board of Supervisors on the bid protest shall be final.

18. **PAYMENTS:** Attention is directed to Article 6.2 – APPLICATIONS FOR PAYMENT of Conditions of the Contract.
19. **"OR EQUAL" PROCESS:** If the Bidder lists a manufacturer in its Proposal that is a substitute (i.e. “or equal”), such listing shall be considered a substitution request by the Bidder. If the Bidder is the apparent low Bidder, the Bidder shall, within two (2) business days following the bid opening, submit data substantiating the request for the substitution with the "or equal" item. Failure to submit such substantiating data within two (2) business days following the bid opening may result in the County deeming the apparent low Bidder non-responsive. If no substitute manufacturer is listed in its Proposal, the Bidder shall supply all materials as specified in the Bid Documents. NO substitution request will be considered beyond two (2) business days following the bid opening.

### **DEFINITIONS**

**“OR EQUAL”** – Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by the Bidder.

**“OR EQUAL” FOR CAUSE** - Changes proposed by Bidder that are required due to changed project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.

**“OR EQUAL” FOR CONVENIENCE** - Changes proposed by Bidder or County that are not required in order to meet other project requirements but may offer advantage to Bidder or County. This process is not allowed if not submitted within two (2) business days of the bid opening.

### **DOCUMENTATION**

Bidder shall provide documentation to show compliance with the requirements for “or equal” and the following, as applicable:

1. Statement identifying the specified product or fabrication or installation method and why they cannot be provided, if applicable.
2. Detailed comparison of significant qualities of proposed “or equal” with those of the Work specified. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
3. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
4. Samples, where applicable or requested.
5. Certificates and qualification data, where applicable or requested.
6. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated where applicable.
7. Cost information, including a proposal of change, if any, in the Contract Amount.

8. Bidder's certification that proposed "or equal" complies with requirements in the Contract Documents, except as indicated in "or equal" request, is compatible with related materials and is appropriate for applications indicated.

### **COUNTY'S ACTION**

If necessary, County will request additional information or documentation for evaluation within seven (7) business days of receipt of a request for "or equal." County will notify Bidder of acceptance or rejection of proposed "or equal" within seven (7) business days of receipt of request, or seven (7) business days of receipt of additional information or documentation, whichever is later.

- a. Forms of Acceptance: Change Order or County's Supplemental Instructions for minor changes in the Work.
- b. Use product specified if County does not issue a decision on use of a proposed "or equal" within time allocated.

### **OR EQUAL FOR CAUSE**

Submit requests for "or equal" immediately on discovery of need for change, but not later than fifteen (15) days prior to time required for preparation and review of related submittals.

- 1. Conditions: County will consider Bidder's request for "or equal" when the following conditions are satisfied. If the following conditions are not satisfied, County will return requests without action, except to record noncompliance with these requirements:
  - a. Requested "or equal" is consistent with the Contract Documents and will produce indicated results.
  - b. "Or equal" request is fully documented and properly submitted.
  - c. Requested "or equal" will not adversely affect Bidder's construction schedule.
  - d. Requested "or equal" has received necessary approvals of authorities having jurisdiction.
  - e. Requested "or equal" is compatible with other portions of the Work.
  - f. Requested "or equal" has been coordinated with other portions of the Work.
  - g. Requested "or equal" provides specified warranty.
  - h. If requested "or equal" involves more than one (1) contractor, requested "or equal" has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

20. **RETAINAGE FROM PAYMENTS:** Attention is directed to Article 6.4 – WITHOLDING FROM PAYMENTS of the Conditions of the Contract and Article 24 – RETAINAGE of the Contract.

- 21. The following documents are to be executed and submitted by the apparent low Bidder after bids have been opened and duly inspected, and the County transmits the Notice of Award package to the successful Bidder. Failure to properly and timely submit these documents entitles the County to determine that the Bidder has abandoned the contract and the bidder's security shall be forfeited to County.

Submit the following documents to Tyler Prince, Chief Administrative Office, Procurement and Contracts Division, 330 Fair Lane, Placerville, California 95667 by 5:00 p.m. of the **TENTH** working day, following the date of the NOTICE OF AWARD OF CONTRACT letter. Execution of Contracts by the County depends upon approval of Insurance Certificates and Bonds, and associated contract documents.

- i. Contracts: The successful Bidder shall execute and submit the Agreements for the work associated with the Proposal Lump Sum Bid Price Schedule (See Draft Contract). Submit two (2) originals of Contract, each bearing an original signature.
- ii. County of El Dorado Performance Bond: To be executed by successful Bidder and surety each with notary acknowledgement. Successful Bidder shall furnish County with original copies of the Performance Bond and notary acknowledgment.

- iii. County of El Dorado Payment Bond: To be executed by successful Bidder and surety each with notary acknowledgement. Successful Bidder shall furnish County with original copies of the Payment Bond and notary acknowledgment.
- iv. Insurance certificates required by Conditions of the Contract, Article 8.
- v. California Form 590 – Withholding Exemption and County Payee Data Record Form
- vi. (If Applicable) Consistent with 13 California Code of Regulations 2449(i), the Successful bidder must submit to the County current CARB Certificates for any applicable fleet intended to be used by the Successful bidder and for any applicable fleet intended to be used by all subcontractors listed on the Subcontractor Listing Form in the Proposal within ten (10) business days of receiving the Notice to Award Letter and package. Failure to send those certificates may result in forfeiture of your bidder's bond, and the County reserves the right to then award the project to the next lowest responsive and responsible bidder.

**\* END OF INSTRUCTIONS TO BIDDERS \***

**THIS IS A SAMPLE OF WHICH DETAILS ALL THE NECESSARY INFORMATION NEEDED FOR A COMPLETE PROPOSAL. PLEASE LOG INTO QUEST AND COMPLETE ALL ELECTRONIC FORMS UNDER QUEST PROJECT #9723788. PLEASE NOTE THAT SOME FORMS WILL NEED TO BE DOWNLOADED AND RE-UPLOADED WITH ALL THE NECESSARY INFORMATION FILLED OUT. IF YOU ARE NOT UTILIZING SURETY 2000, THEN A PDF OF YOUR BIDDERS BOND WILL NEED TO BE UPLOADED AT THE TIME OF BID AND A HARD COPY WILL NEED TO BE DROPPED OFF TO THE PROCUREMENT AND CONTRACTS DIVISION LOCATED AT 330 FAIR LANE, PLACERVILLE, CALIFORNIA 95667 BY END OF BUSINESS ON THE FIRST BUSINESS DAY AFTER THE BID OPENING.**

**THE USE OF PENCIL OR CORRECTION FLUID OR TAPE IS NOT ACCEPTABLE.  
BID DOCUMENTS COMPLETED IN PENCIL OR CONTAINING THE USE OF CORRECTION FLUID OR TAPE WILL BE REJECTED.**

**ALL CHANGES MUST BE LINED OUT AND CORRECTIONS INSERTED ADJACENT TO THE CHANGE AND INITIALED BY THE BIDDER'S AUTHORIZED REPRESENTATIVE**

**THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**

# PROPOSAL

(to be submitted with Bidder's Security)

**TO: CHIEF ADMINISTRATIVE OFFICE, PROCUREMENT and CONTRACTS DIVISION  
COUNTY OF EL DORADO, STATE OF CALIFORNIA VIA QUEST**

for the completion of

## **ELECTRIC VEHICLE SUPPLY EQUIPMENT REPLACEMENT**

**BID #2025-0130**

NAME OF BIDDER: \_\_\_\_\_

BUSINESS MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

BUSINESS STREET ADDRESS: \_\_\_\_\_  
(Please include even if P.O. Box used)

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NO:        AREA CODE (        ) \_\_\_\_\_

FAX NO:        AREA CODE (        ) \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

The work for which this Proposal is submitted is for the construction in accordance with these Contract Documents (including the payment of not less than the State general prevailing wage rates set forth herein), including any addenda thereto, the Contract annexed hereto, and also in accordance with the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, and in accordance with the General Prevailing Wage rates. The Contract Documents for the work to be done are entitled:

# ELECTRIC VEHICLE SUPPLY EQUIPMENT REPLACEMENT

## BID #2025-0130

Bids are to be submitted for the entire work, including all fifty-four (54) ChargePoint brand chargers at all fifteen (15) County locations. The work includes LUMP SUM BID. Failure to submit a bid for the entire work will result in the bid being deemed non-responsive and will be disqualified. The County reserves the right to reject all bids.

The Bidder shall set forth a lump sum total for the bid, in clearly legible figures in the respective space provided for this purpose.

If the item total for the lump sum is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing lump sums. The written lump sum in numbers will be interpreted according to the number of digits and, if applicable, decimal placement.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error, or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the County, and that discretion will be exercised in the manner deemed by the County to best protect the public interest in the prompt and economical completion of the work. The decision of the County respecting the amount of a bid, or the existence or treatment of any irregularity in a bid, shall be final.

If this Proposal is accepted and the undersigned Bidder shall fail to enter into the Contract and furnish the two bonds in the sums required by the State Contract Act, with surety satisfaction to the County in accordance with the Special Provisions within ten (10) working days of the date of the letter notice from the County that the Contract has been awarded, the County may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the County.

**The undersigned Bidder acknowledges that a bid security must be submitted in the amount of not less than ten percent (10%) of the total LUMP SUM BID.**

The undersigned, as Bidder, declares under penalty of perjury under the laws of the State of California that the only persons or parties interested in this Proposal, as principals, are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that it has carefully examined the locations of the proposed work, the annexed proposed form of Contract, Attachment A, Scope of Work, Attachment B, Locations and Equipment, and Attachment C, ChargePoint Guide; and that it proposes, and agrees if this Proposal is accepted, that it will contract with the County, in the form of the copy of the Draft Agreement annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the County as therein set forth, and that it will take in full payment therefore the following item prices, to wit:

N/A

For the project, Bidder's scope of work shall include: removal and replacement of electric vehicle charging equipment at fifteen (15) County locations as required by the Contract Documents, and in accordance with Attachment A, Attachment B, and Attachment C. Should Bidder find relevant details missing from the original Contract Documents, Bidder shall alert County.

**THE USE OF PENCIL OR CORRECTION FLUID OR TAPE IS NOT ACCEPTABLE.  
BID DOCUMENTS COMPLETED IN PENCIL OR CONTAINING THE USE OF CORRECTION FLUID OR  
TAPE WILL BE REJECTED.**

**ALL CHANGES MUST BE LINED OUT AND CORRECTIONS INSERTED ADJACENT TO THE CHANGE AND  
INITIALED BY THE BIDDER'S AUTHORIZED REPRESENTATIVE**

**PROPOSAL BID PRICE SCHEDULE**

**ELECTRIC VEHICLE SUPPLY EQUIPMENT REPLACEMENT**

**BID #2025-0130**

**Award of Contract: Bid will be awarded on the basis of the lowest responsive, responsible Bidder based upon the total of the LUMP SUM BID and meeting all other requirements.**

**Bidder's Lump Sum Bid amount must include all fifty-four (54) ChargePoint brand chargers at all fifteen (15) County locations.**

**LUMP SUM BID AMOUNT: \$ \_\_\_\_\_**

NOTICE: Bidder's failure to execute the questionnaire and statements contained in this bid as required by applicable laws and regulations, or the determinations by the County based upon those questionnaires and statements, may prohibit award of the subject Contract to the Bidder.

**THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**



**THE USE OF PENCIL OR CORRECTION FLUID OR TAPE IS NOT ACCEPTABLE.  
BID DOCUMENTS COMPLETED IN PENCIL OR CONTAINING THE USE OF CORRECTION  
FLUID OR TAPE WILL BE REJECTED.**

**ALL CHANGES MUST BE LINED OUT AND CORRECTIONS INSERTED ADJACENT TO THE CHANGE  
AND INITIALED BY THE BIDDER'S AUTHORIZED REPRESENTATIVE**

**OR EQUAL LISTING**

*The Bidder shall list any proposed “or equal” in accordance with Section 19 of the “Instructions to Bidders”.*

Name			Description of Work

**THE USE OF PENCIL OR CORRECTION FLUID OR TAPE IS NOT ACCEPTABLE.  
BID DOCUMENTS COMPLETED IN PENCIL OR CONTAINING THE USE OF CORRECTION  
FLUID OR TAPE WILL BE REJECTED.**

**ALL CHANGES MUST BE LINED OUT AND CORRECTIONS INSERTED ADJACENT TO THE CHANGE  
AND INITIALED BY THE BIDDER'S AUTHORIZED REPRESENTATIVE**

**SUBCONTRACTORS LISTING**

The Bidder shall list the name and address, contractor license number, and DIR registration number of each subcontractor to whom the Bidder proposes to subcontract portions of the work, in an amount in excess of one-half (½) of one percent (1%) of the total bid in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code and as required by the provisions in “Required Listing of Proposed Subcontractors” in the Notice to Bidders. **The Bidder shall list the description of work and state the percentage of work to be performed by each subcontractor as subcontracted amount divided by LUMP SUM BID amount.**

Name	Location of Business	Contractor License No. / DIR Registration No.	Description of Work and Percentage of Work Subcontracted

**THE USE OF PENCIL OR CORRECTION FLUID OR TAPE IS NOT ACCEPTABLE.  
BID DOCUMENTS COMPLETED IN PENCIL OR CONTAINING THE USE OF CORRECTION FLUID OR  
TAPE WILL BE REJECTED.**

**ALL CHANGES MUST BE LINED OUT AND CORRECTIONS INSERTED ADJACENT TO THE CHANGE AND  
INITIALED BY THE BIDDER'S AUTHORIZED REPRESENTATIVE**

**PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Bidder hereby declares under penalty of perjury under the laws of the State of California that the Bidder has \_\_\_\_\_, has not \_\_\_\_\_ been convicted within the preceding three years of any offenses referred to in that Section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100. The term "Bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

**NOTE:** The Bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

**THE USE OF PENCIL OR CORRECTION FLUID OR TAPE IS NOT ACCEPTABLE.  
BID DOCUMENTS COMPLETED IN PENCIL OR CONTAINING THE USE OF CORRECTION FLUID OR  
TAPE WILL BE REJECTED.**

**ALL CHANGES MUST BE LINED OUT AND CORRECTIONS INSERTED ADJACENT TO THE CHANGE AND  
INITIALED BY THE BIDDER'S AUTHORIZED REPRESENTATIVE**

### **PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury under the laws of the State of California, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

**Yes:** \_\_\_\_\_ **No:** \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space:

### **PUBLIC CONTRACT CODE SECTION 10232 STATEMENT**

In accordance with Public Contract Code Section 10232, the Bidder hereby states under penalty of perjury under the laws of the State of California, that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against the Bidder within the immediate preceding two year period because of the Bidder's failure to comply with an order of a Federal Court which orders the Bidder to comply with an order of the National Labor Relations Board.

#### **NOTE:**

The above Questionnaire and Statement are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Questionnaire and Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**NONCOLLUSION AFFIDAVIT**  
(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

In accordance with Title 23 United States Code, Section 112 and Public Contract Code Section 7106, the Bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, 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 bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid 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, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

**NOTE:**

The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Accompanying this proposal is \_\_\_\_\_

(NOTICE: INSERT THE WORDS "CASH (\$ \_\_\_\_\_)," "CASHIER'S CHECKS," "CERTIFIED CHECKS," OR "BIDDERS BONDS," AS THE CASE MAY BE)

**in amount equal to at least ten percent (10%) of the total amount bid.**

**The names of all persons interested in the forgoing Proposal as principals are as follows:**

**IMPORTANT NOTICE:** If the Bidder or other interested person is a corporation, state legal name of corporation and place of incorporation, also names of the president, secretary, treasurer, and executive officer thereof; if a partnership, state name of partnership, also names of all individual partners; if Bidder or other interested person is an individual, state first and last names in full.

---

---

---

---

Licensed in accordance with an act providing for the registration of Contractors,

License No. \_\_\_\_\_ Classification(s) \_\_\_\_\_

**A copy of the afore-referenced license must be attached hereto.**

**ADDENDA:** This Proposal is submitted with respect to the changes to the Contract included in addenda number(s) \_\_\_\_\_

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Proposal Pay Items and Bid Price Schedules that were received as part of the addenda)

By my signature on this Proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232, and 10285.1 are true and correct and that I have complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations). By my signature on this Proposal, I further certify, under penalty of perjury under the laws of the State of California and the United States of America that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106 is true and correct.

The person or persons executing this Proposal on behalf of a corporation or partnership shall be prepared to demonstrate by resolution, article, or otherwise, that such person is or that such persons are appropriately authorized to act in these regards for such corporation or partnership. Such authority shall be demonstrated to the satisfaction of the County of El Dorado.

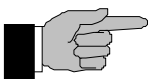
If the signature is by an agent other than an officer of a corporation or a member of a partnership, a power of attorney authorizing said act by the agent on behalf of his principal shall be submitted with the bid forms; otherwise, the bid may be disregarded as irregular and unauthorized.

The Bidder's execution on the signature portion of this Proposal shall constitute an endorsement and execution of those affidavits, declarations and certifications which are part of this Proposal.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

at: \_\_\_\_\_ County, State of \_\_\_\_\_

Date: \_\_\_\_\_



**SIGN HERE:** \_\_\_\_\_

Name and Title of Bidder: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

**END OF PROPOSAL**

COUNTY OF EL DORADO

BIDDER'S BOND

*this form MUST be used*

KNOW ALL PEOPLE BY THESE PRESENTS, THAT WE \_\_\_\_\_,  
\_\_\_\_\_, as PRINCIPAL, and  
\_\_\_\_\_

as Surety are held and firmly bound unto the County of El Dorado (Obligee), in the penal sum of **TEN (10) PERCENT OF THE AMOUNT OF THE TOTAL LUMP SUM BID PRICE** of the Principal above named, submitted by said Principal to the Obligee for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the Obligee, we the Principal and Surety bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of

**TEN PERCENT (10%) OF THE AMOUNT OF THE TOTAL LUMP SUM BID PRICE**

**THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:**

**WHEREAS**, the Principal has submitted the above-mentioned bid to the Obligee, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at Placerville, El Dorado County, California, for the construction of the:

**ELECTRIC VEHICLE SUPPLY EQUIPMENT REPLACEMENT**

**BID #2025-0130**

**NOW, THEREFORE**, if the aforesaid Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to it for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the County of El Dorado, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall remain in full force and virtue.

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

IN WITNESS WHEREOF, we have set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

(seal)

\_\_\_\_\_  
Principal

(seal)

\_\_\_\_\_  
Surety

Address: \_\_\_\_\_  
\_\_\_\_\_

(NOTE: Signature of those executing for the Surety shall be properly acknowledged, and accompanied by a Certificate of Acknowledgment.)

## PRINCIPAL

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

### ACKNOWLEDGMENT

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(here insert name and title of the officer)

personally appeared \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_,

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



## SURETY

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

### ACKNOWLEDGMENT

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(here insert name and title of the officer)

personally appeared \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_,

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

# County of El Dorado

BID #2025-0130

## **ELECTRIC VEHICLE SUPPLY EQUIPMENT REPLACEMENT**

**THIS AGREEMENT** ("Agreement") approved by the County of El Dorado Board of Supervisors, this \_\_\_\_\_ day of \_\_\_\_\_, in the year of 2025, made and concluded, in duplicate, between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, by the Air Quality Management District thereof, the party of the first part hereinafter called "County," and (CONTRACTOR) [CSLB No. \_\_\_\_\_] party of the second part hereinafter called "Contractor."

### **R E C I T A L S**

**WHEREAS**, County has caused the above-captioned project to be let to formal bidding process; and

**WHEREAS**, Contractor has duly submitted a bid response for the captioned project upon which County has awarded this Contract.

**NOW, THEREFORE**, the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree, each with the other, as follows:

#### **Article 1. THE WORK**

The improvement contemplated in the performance of this Contract is an improvement over which the County of El Dorado shall exercise general supervision. The County therefore, shall have the right, but not the duty to assume full and direct control over this Contract whenever the County at its sole discretion, shall determine that its responsibility is so required.

The Contractor shall complete the Work as specified or indicated under the County's Contract Documents entitled:

#### **ELECTRIC VEHICLE SUPPLY EQUIPMENT REPLACEMENT**

The Work to be done as described in the Contract Documents generally consists of at a minimum: furnishing all tools, equipment, apparatus, labor, materials, mechanical workmanship, transportation, and services necessary to remove and replace electric vehicle charging equipment at fifteen (15) County locations. The Work to be completed shall be in accordance with Attachment A – Scope of Work.

#### **Article 2. CONTRACT DOCUMENTS**

The Contract Documents consist of: the Notice to Bidders; Instructions to Bidders; the bid forms which include the accepted Proposal, Proposal Bid Price Schedule, Or Equal Listing, Subcontractors Listing, Section 10285.1 Statement, Section 10162 Questionnaire, Section 10232 Statement, and the Non-collusion Affidavit; the Contract which includes this Agreement with any Exhibits thereto, the Performance Bond and Payment Bond; Conditions of the Contract; All Exhibits and Attachments to the Bid; all Addenda incorporated in those documents before their execution, all Contract Change Orders, and the Architect's Supplemental Instructions if applicable; the prevailing Labor Surcharge And Equipment Rental Rates (when required) as determined by the Department of Industrial Relations to be in effect on the date the Work is accomplished; all the obligations of County and of Contractor which are fully set forth and described therein; and all Contract Documents which are hereby specifically referred to and by such reference made a part hereof. All Contract Documents are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all Contract Documents.

Contractor agrees to perform all of its promises, covenants, and conditions set forth in the Contract Documents, and to abide by and perform all terms and conditions set forth therein. In case of conflict between this Agreement and any other contract document, this Agreement shall take precedence.

### **Article 3. CONTRACT PRICE**

As compensation agreed upon for said Work, County shall pay or cause to be paid to Contractor, in full, and for the full contract price and compensation for said completion of the Work, including without limitation, all bonds and insurance, (insert dollar amount in words) DOLLARS (\$(insert dollar amount in numbers)) which sum constitutes the Contract Price for the complete Project (the "Contract Price"). Contractor shall be paid no more than the Contract Price, plus any approved Change Orders pursuant to Article 50.

### **Article 4. COMMENCEMENT AND COMPLETION**

The Work to be performed under this Contract shall commence on the date specified in the Notice to Proceed issued by County. The work shall be diligently prosecuted to completion within **one hundred eighty (180) Calendar Days** commencing from the date shown on the Contractor Notice to Proceed.

County and Contractor recognize that time is of the essence of the Agreement and that County will suffer loss if the Work is not completed within the time specified in the above paragraph, plus any extensions thereof allowed in accordance with Article 4.3.5 of the Conditions of the Contract. The parties also recognize delays, expense, and difficulties involved with proving in a legal proceeding the actual loss suffered by County if the Work is not completed on time. Accordingly, instead of requiring any such proof, County and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay County the sum of **FOUR HUNDRED DOLLARS AND ZERO CENTS (\$400.00)** for each and every calendar day, as liquidated damages and not as a penalty, for each and every Calendar Day's delay in finishing the Work in excess of the contract time prescribed herein; and Contractor agrees that County may deduct the amount thereof from any monies due or that may become due Contractor under this contract.

### **Article 5. PAYMENT**

Payment shall be made to Contractor as follows:

Progress payments are to be made monthly based on the percentage of completion method reached by the Contractor and invoiced using Exhibit A, marked "Application and Certificate for Payment," incorporated herein and made by reference a part hereof.

Retention of 5% of the total Contract price will be held until the work is 95% complete, and thereafter at the option of County. Payment by County as herein provided shall not be construed as an absolute acceptance of defects in the work or improper materials.

County shall promptly pay Contractor in accordance with Public Contract Code section 20104.50.

### **Article 6. SAFETY**

Contractor shall maintain safe conditions at the jobsite for the duration of the Work for the public, County staff, and all persons performing the Work. Contractor shall comply fully with all laws, orders, citations, rules, regulations, standards, and statutes with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention, safety equipment and practices. Contractor shall be solely responsible for providing a safe place to work for its employees and for employees of its subcontractors and suppliers or material and equipment, for adequacy of and required use of all safety equipment, and for full compliance with aforesaid laws, orders, citations, rules, regulations, standards, and statutes.

Other safety measures shall include, but not be limited to the following:

- A. Providing safe accessibility to all building entrances, keeping all sidewalks, active doors, corridors or other walkways, driveways, or any emergency vehicle access clear for the duration of the project.
- B. Keeping flammable rags, if applicable, in a sealed container and removing them from the site at the end of each work day.

## **Article 7. PROTECTION OF FACILITIES**

- A. Contractor shall exercise care to prevent damage to the existing building, grounds, and property while performing the Work. Any damage caused as a result of Contractor's operations shall be repaired back to its original condition by Contractor at no additional cost to County. Contractor shall provide for public use and shall limit access to the facility as directed by County's Contract Administrator.
- B. Contractor shall provide for work by other contractors and County.
- C. Contractor shall coordinate the use of the premises, including the storage of materials, tools, and equipment with County's Contract Administrator.

## **Article 8. INDEMNITY**

To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the active negligence, sole negligence, or willful acts of the County, its officers and employees, or as expressly prescribed by statute.

The duty to indemnify and hold harmless the County specifically includes the duties to defend set forth in Civil Code section 2778. The insurance obligations of the Contractor are separate, independent obligations under the Contract Documents, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Contract Documents.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

## **Article 9. GUARANTEES**

Contractor shall repair or replace any or all work provided hereunder which is defective due to faulty materials, poor workmanship, or defective equipment at no expense to County, ordinary wear or tear and unusual abuse or neglect excepted, during the term of the Contract and for a period of one (1) year after Notice of Acceptance. Contractor shall be required to repair or replace any and all adjacent facilities or areas which have been damaged or displaced due to Contractor work performed under this Agreement at no expense to County during the term of this Contract and for a period of one (1) year after Notice of Acceptance. If a warranty or guarantee exceeding one (1) year is provided by the supplier or manufacturer of any equipment or materials used in this Project, or if a warranty or guarantee exceeding one (1) year is required elsewhere in these Contract Documents, then the guarantee for such equipment or materials shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials, and Contractor shall supply County with all warranty and

guaranty documents relative to equipment and materials incorporated in the job and guaranteed by its suppliers or manufacturers.

The parties agree that this guarantee and the rights and obligations accruing therefrom shall be in addition to, and not by way of limitation in any manner whatsoever to, the rights, obligations, warranties or remedies otherwise provided for by law.

In the event of Contractor's failure to comply with the above-mentioned conditions within ten (10) calendar days after being notified in writing by County, Contractor hereby authorizes County to proceed to have said defects repaired and made good at Contractor's expense, and Contractor will honor and pay all costs and charges therefore upon written demand.

#### **Article 10. NOTICE**

Any notice or other correspondence required to be given under this Agreement by either party to the other may be affected by personal delivery in writing or by mail, postage prepaid. Notices personally delivered during normal business hours shall be deemed received on the actual date of delivery; mailed notices shall be deemed received one (1) day after affixed postmark. Notices and correspondence to County shall be in duplicate and shall be delivered to it as follows:

To County:

County of El Dorado  
Air Quality Management District  
330 Fair Lane  
Placerville, California 95667

Attn.: Rania Serieh  
Air Pollution Control Officer

With a copy to:

County of El Dorado  
Chief Administrative Office  
Procurement and Contracts Division  
330 Fair Lane  
Placerville, California 95667

Attn.: Michele Weimer  
Procurement and Contracts Manager

Notices and correspondence to Contractor shall be delivered when personally delivered to, or if mailed, addressed to Contractor at:

Contractor's Business Name  
Street Address  
City, State Zip

Attn.: Name of Notices Recipient  
Title of Notices Recipient

Either party may change its address for notices by giving written notice pursuant to this Article.

#### **Article 11. CALIFORNIA FORUM AND LAW**

Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation or mediation shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

#### **Article 12. PERFORMANCE BOND**

As a part of the execution of this Contract, Contractor shall furnish a bond of a surety company authorized to do business in the State of California, conditioned upon the faithful performance of all covenants and stipulations under this Contract. The amount of this bond shall be one hundred percent (100%) of the total Contract Price and shall be executed upon the form provided by County. If, at any time the Surety on the Performance Bond becomes irresponsible or loses its right to do business in the State of California, the County may require another Surety which the Contractor shall furnish within ten (10) calendar days after receipt of written notice to do so.

### **Article 13. PAYMENT BOND**

As a part of the execution of this Contract, Contractor shall furnish a bond of a surety company authorized to do business in the State of California, conditioned upon the payment in full of all claims for labor and materials in accordance with the provisions of the law of the State of California. The amount of this bond shall be one hundred percent (100%) of the total Contract Price and shall be executed upon the form provided by County.

If, at any time the Surety on the Payment Bond becomes irresponsible or loses its right to do business in the State of California, the County may require another Surety which the Contractor shall furnish within ten (10) calendar days after receipt of written notice to do so.

### **Article 14. NOTIFICATION OF SURETY COMPANY**

The surety company shall familiarize itself with all of the conditions and provisions of this Contract, and shall waive the right of special notification of any change or modifications of this Contract or extension of time, or of decreased or increased work, or of the cancellation of the Contract, or of any other act or acts by County or its authorized agents, under the terms of this Contract; and failure to so notify the aforesaid surety company of changes shall in no way relieve the surety company of its obligation under this Contract.

### **Article 15. ASSIGNMENT OF ANTITRUST ACTIONS**

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor offers and agrees and will require all of its subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Business and Professions Code section 16700, et seq.), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to Contractor, without further acknowledgment by the parties.

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code sections 4550-4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under Government Code sections 4550-4554 if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

### **Article 16. TERMINATION BY COUNTY FOR CONVENIENCE**

County reserves the right to terminate the Contract at any time upon determination by County's representative that termination of the Contract is in the best interest of County. County shall issue Contractor a written notice specifying that the Contract is to be terminated.

Upon receipt of said written notice, Contractor shall stop all work under the Contract except: (1) work specifically directed to be completed prior to termination, (2) work the County deems necessary to secure the project for termination, (3) removal of equipment and plant from the site of the Work, (4) action that is necessary to protect materials from damage, (5) disposal of materials not yet used in the Work as directed by County, and (6) clean-up of the site. If the Contract is terminated for County's convenience as provided herein, all finished or unfinished work and materials previously paid for shall, at the option of County, become its property. Contractor shall be paid an amount which reflects costs incurred for work provided to the date of notification of termination. In addition, Contractor shall be paid the reasonable cost, as solely judged by County, and without profit, for all work performed to secure the project for termination.

## **Article 17. TERMINATION BY COUNTY FOR CAUSE**

If Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors or if a trustee or receiver is appointed for Contractor or for any of its property, or if Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or on more than one occasion fails to supply sufficient skilled workmen or suitable material or equipment, or on more than one occasion fails to make prompt payments to subcontractors for labor, materials, or equipment, or disregards the authority of the County's representative, or the Engineer, if one is appointed, or otherwise violates any provision of the Contract Documents, then County may, without prejudice to any other right or remedy and after giving Contractor and its Surety a minimum of ten (10) calendar days from delivery of a written termination notice, terminate the services of Contractor and take equipment and machinery thereon owned by Contractor and finish the Work by whatever method County may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

Without prejudice to other rights or remedies County may have, if Contractor fails to begin delivery of materials and equipment, to commence Work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner and at such locations as specified, or fails to maintain a work program which will ensure County's interest, or, if Contractor is not carrying out the intent of the Contract, an Inspector's written notice may be served upon Contractor and the Surety on its faithful performance bond demanding satisfactory compliance with the Contract. If Contractor or its Surety does not comply with such notice within five (5) calendar days after receiving it, or after starting to comply, fails to continue, County may exclude it from the premises and take possession of all material and equipment, and complete the Work by County's own forces, by letting the unfinished Work to another Contractor, or by a combination of such methods.

Where Contractor's services have been so terminated by County, said termination shall not affect any right of County against Contractor then existing or which may thereafter accrue. Any retention or payment of monies by County due Contractor will not release Contractor from compliance with the Contract Documents.

If the unpaid balance of the Contract price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to Contractor. If the sums under the Contract are insufficient for completion, Contractor or Surety shall pay to County within five (5) calendar days after the completion, all costs in excess of the Contract price. In any event, the cost of completing the Work shall be charged against Contractor and its Surety and may be deducted from any money due or becoming due from County.

The provisions of this Article shall be in addition to all other rights and remedies available to County under law.

If after notice of termination, it is determined for any reason that Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued. The Contract shall be equitably adjusted to compensate for such termination.

## **Article 18. SUCCESSORS AND ASSIGNS**

This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of County in the same manner as if such parties had been expressly named herein.

## **Article 19. REPORTING ACCIDENTS**

Contractor shall prepare and submit (within 24 hours of such incidents) reports of accidents at the site and anywhere else the work is in progress in which bodily injury is sustained or property loss in excess of Five Hundred Dollars (\$500.00) occurs.

## **Article 20. EMISSIONS REDUCTION (IF REQUIRED)**

Contractor and its subcontractors shall at all times have valid Certificates of Reported Compliance as described in 13 California Code of Regulations section 2449(n) for fleets of vehicles subject to 13 California Code of Regulations section 2449 which may be used in performance of the contract. No such vehicle is permitted onsite unless and until Contractor provides County

with a valid Certificate of Reported compliance. Contractor and its subcontractors shall comply with emission reduction regulations mandated by the California Air Resources Board, and sign a certification of knowledge thereof:

#### **CERTIFICATE OF KNOWLEDGE – EMISSIONS REDUCTION REGULATIONS**

I am aware of the emissions reduction regulations being mandated by the California Air Resources Board (CARB). I will comply with such regulations before commencing the performance of the Work and maintain compliance throughout the duration of this Contract.

Signed: \_\_\_\_\_ Date \_\_\_\_\_

Contractor shall indemnify County against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules, and regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

#### **Article 21. WORKERS' COMPENSATION CERTIFICATION**

Contractor shall comply with Labor Code section 3700, et seq., requiring it to obtain Workers' Compensation Insurance, and sign a certificate of knowledge thereof.

#### **CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700**

I am aware of the provisions of section 3700 of the 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 I will comply with such provisions before commencing the performance of work of this Contract.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

#### **Article 22. WARRANTY**

Contractor warrants to County that materials and equipment furnished for the Work will be of good quality and new, unless otherwise required or permitted under the Contract Documents, that the Work will be free from defects or flaws and is of the highest quality of workmanship and that the Work will conform with the requirements herein. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

#### **Article 23. RESOLUTION OF CLAIMS**

Contractor's attention is directed to California Public Contract Code section 9204, which describes procedures for the resolution of claims on public works projects. Among other things, section 9204 requires the claimant to furnish reasonable documentation to support a claim, requires the public entity to respond to the claim within forty-five (45) days of receipt of the claim, and allows for the claimant to demand an informal meet and confer conference for settlement of the issues in dispute. For any portion of a claim that remains in dispute, section 9204 requires submission of the claim to nonbinding mediation. Additionally, section 9204 requires the public entity to make any payment due on an undisputed portion of the claim within sixty (60) days of the public entity's written response and to pay interest at the rate of seven percent (7%) per annum on any amounts not paid in a timely manner. The provisions of sections 20104, et seq. also apply to the resolution of claims under this Contract to the extent those sections are not in conflict with section 9204.



## **Article 24. APPRENTICES**

24.1 For purposes of this Article 24, the term Subcontractor shall not include suppliers, manufacturers, and distributors.

24.2 Only apprentices, as defined in Labor Code section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4, Division 3, of the State of California Labor Code, are eligible to be employed by Contractor and Subcontractors as apprentices. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and written apprentice agreements under which the apprentice is training and in accordance with prevailing wage law pursuant to the Labor Code, including but not limited to section 1777.5. The Contractor bears responsibility for compliance with this section for all apprenticeable occupations.

24.3 Every apprentice shall be paid the standard wage to apprentices, under the regulations of the craft or trade at which the apprentice is employed and shall be employed only at the Work in the craft or trade to which the apprentice is indentured.

24.4 When Contractor or Subcontractors employ workers in any apprenticeship craft or trade on the Work, Contractor or Subcontractors shall 1) send contract award information to the applicable joint apprenticeship committee that can supply apprentices to the site of the public work and 2) apply to the joint apprenticeship committee, which administers the apprenticeship standards of the craft or trade in the area of the Project site, for a certificate approving Contractor or Subcontractors under the apprenticeship standards for the employment and training of apprentices in the area of the Project site. The committee will issue a certificate fixing the number of apprentices or the ratio of apprentices to journeypersons who shall be employed in the craft or trade on the Work. The ratio will not exceed that stipulated in the apprenticeship standards under which the joint apprenticeship committee operates; but in no case shall the ratio be less than 1 hour of **apprentice** work for every 5 hours of journeyperson work, except as permitted by law. Contractor or Subcontractors shall, upon the issuance of the approval certificate in each such craft or trade, employ the number of apprentices or the ratio of apprentices to journeypersons fixed in the certificate issued by the joint apprenticeship committee or present an exemption certificate issued by the Division of Apprenticeship Standards.

24.5 "Apprenticeship craft or trade," as used in this Article 24, shall mean a craft or trade determined as an apprenticeship occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

24.6 If Contractor or Subcontractors employ journeyworkers or apprentices in any apprenticeship craft or trade in the area of the Project site, and there exists a fund for assisting to allay the cost of the apprenticeship program in the trade or craft, to which fund or funds other contractors in the area of the Project site are contributing, Contractor and Subcontractors shall contribute to the fund or funds in each craft or trade in which they employ journeyworkers or apprentices on the Work in the same amount or upon the same basis and in the same manner done by the other contractors. Contractor may include the amount of such contributions in computing its bid for the Contract; but if Contractor fails to do so, it shall not be entitled to any additional compensation therefor from County.

24.7 In the event Contractor willfully fails to comply with this Article 24, it will be considered in violation of the requirements of the Contract.

24.8 Nothing contained herein shall be considered or interpreted as prohibiting or preventing the hiring by Contractor or Subcontractors of journeyworker trainees who may receive on-the-job training to enable them to achieve journeyworker status in any craft or trade under standards other than those set forth for apprentices.

## **Article 25. RETAINAGE**

The retainage from payments is set forth in Section 6.4 "WITHHOLDINGS FROM PAYMENTS" of the Conditions of the Contract. Contractor may elect to receive one hundred percent (100%) of payments due as set forth in the Contract Documents, without retention, by depositing securities of equivalent value with County, in accordance with, and as set forth in section 22300 of the Public Contract Code. Securities eligible for deposit hereunder shall be limited to those listed in Government Code section 16430, or bank or savings and loan certificates of deposit.

## **Article 26. PREVAILING WAGE REQUIREMENTS**

In accordance with the provisions of Labor Code section 1770, et seq., the general prevailing rate of wages in the county in which the Work is to be done has been determined by the Director of the California Department of Industrial Relations. Interested parties can obtain the current wage information by submitting their requests to the Department of Industrial Relations, Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA 94142-0603, Telephone (415) 703-4708 or by referring to the website at <http://www.dir.ca.gov/dlsr/PWD>. The rates at the time of the bid advertisement date of a project will remain in effect for the life of the project in accordance with the California Code of Regulations, as modified and effective January 27, 1997. Copies of the general prevailing rate of wages in the county in which the Work is to be done are also on file at the Air Quality Management District and are available upon request.

In accordance with the provisions of Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Contractor and any subcontractor employed under this Contract shall conform to and be bound by the provisions of Labor Code sections 1810 through 1815.

## **Article 27. CERTIFIED PAYROLL**

As required under the provisions of Labor Code section 1776, Contractor and any subcontractors shall keep accurate payroll records as follows:

27.1. The payroll records shall show the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or subcontractors in connection with this Project.

27.2 A certified copy of all payroll records enumerated above shall be available for inspection at all reasonable hours at the principal office of Contractor as follows:

- a. Make available or furnish to the employee or his or her authorized representative on request.
- b. Make available for inspection or furnished upon request to a representative of County, the State Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State Department of Industrial Relations.
- c. Make available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either County, the State Division of Labor Standards Enforcement, or the State Division of Apprenticeship Standards. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractor, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.
- d. All contractors and subcontractors must furnish electronic certified payroll records directly to the Department of Industrial Relations.

## **Article 28. NON-DISCRIMINATION**

28.1. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.) and applicable regulations promulgated thereunder (2 California Code of Regulations section 11000, et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990, set forth in Subchapter 5 Chapter

5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

28.2. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.

28.3. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code section 12990 and 2 California Code of Regulations section 11102.

## **Article 29. DRUG-FREE WORKPLACE**

Contractor shall comply with Government Code section 8355.

## **Article 30. CONFLICT OF INTEREST**

The parties to this Agreement have read and are aware of the provisions of Government Code section 1090, et seq. and the Political Reform Act of 1974 (section 87100, et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be consultant within the meaning of 2 California Code of Regulations section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, nor any officer or employee of the Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in Article 17.

## **Article 31. SUBCONTRACTORS**

### **31.1 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

31.1.1 Unless otherwise stated in the Contract Documents, Contractor shall submit in writing, prior to entering into subcontract agreements, the names and addresses of all Subcontractors proposed for the Work that were not previously listed in Contractor's Bid. Where subcontractors are used, the provisions of Public Contract Code sections 4100-4114 apply to this Agreement.

31.1.2 Subcontractors may be disqualified by County or County's Representative in accordance with the Subletting and Subcontracting Fair Practices Act.

31.1.3 In accordance with the Subletting and Subcontracting Fair Practices Act, nothing herein shall be deemed to entitle Contractor, without the approval of County, to substitute other subcontractors for those named in Contractor's List of Subcontractors and List of Changes in Subcontractors Due to Alternates contained in the completed Bid Form; and, except with such approval, no such substitution shall be made.

31.1.4 Except as hereinafter provided, any increase in the cost of the Work resulting from the replacement or substitution of a Subcontractor, as required by County or County's Representative pursuant to Article 31.1.1 shall be borne solely by Contractor and Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time on account of such replacement or substitution.

31.1.5 Contractor Responsible for Subcontractor's Acts: Contractor shall be fully responsible to County for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

31.1.6 Contractor's Subcontract: Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind subcontractors to Contractor by the terms of the Contract Documents insofar as applicable to the Work of subcontractors and to give Contractor the same power as regards terminating any subcontract that County may exercise over Contractor under any provisions of the Contract Documents. The percentage of retention withheld from any subcontractor by the Contractor shall not exceed the percentage of retention withheld from the Contractor as provided herein.

31.1.7 Ineligible Subcontractor: Contractor is prohibited from performing work with a subcontractor who is ineligible to perform work pursuant to Labor Code section 1777.1 or 1777.7.

## **31.2 SUBCONTRACTUAL RELATIONS**

31.2.1 Any part of the Work performed for Contractor by a first-tier Subcontractor shall be pursuant to a written subcontract. Each such subcontract shall require the Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to Contractor by the terms of the Contract Documents, to assume toward Contractor all the obligations and responsibilities which Contractor assumes towards County by the Contract Documents, and to perform such portion of the Work in accordance with the Contract Documents. Each such subcontract shall preserve and protect the rights of County under the Contract Documents, with respect to the Work to be performed by Subcontractor, so that subcontracting thereof will not prejudice such rights. Contractor shall cause each such subcontract to expressly include the following requirements:

31.2.1.1 Subcontractor waives all rights that Subcontractor may have against County for damages caused by fire or other perils covered by builder's risk property insurance carried by Contractor or County.

31.2.1.2 County and entities and agencies designated by County will have access to and the right to audit and the right to copy at County's cost all of Subcontractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, and memoranda relating to the Work. Subcontractor shall preserve all such records and other items for a period of at least 3 years after Final Completion.

31.2.2 Upon the request of County, Contractor shall promptly furnish to County a true, complete, and executed copy of any subcontract.

31.2.3 Contractor and its subcontractors must pay subcontractors within seven (7) business days of receipt of each progress payment, unless otherwise agreed to in writing (Bus & Prof Code § 7108.5), the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein.

## **Article 32. CONTRACTOR REGISTRATION**

In accordance with Labor Code section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Public Contract Code section 4104, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Business and Professions Code section 7029.1 or by Public Contract Code sections 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Labor Code section 1725.5 at the time the contract is awarded. The contractor must post job site notices as prescribed by regulation 8 California Code of Regulations section 16451. All contractors and

subcontractors must furnish electronic certified payroll records directly to the Department of Industrial Relations (DIR). The work is subject to compliance monitoring and enforcement by the DIR.

### **Article 33. AUDIT BY CALIFORNIA STATE AUDITOR**

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to Government Code section 8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

### **Article 34. TAXES**

Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

### **Article 35. LICENSES**

Contractor warrants and represents that it holds a valid California license pursuant to the Contractors' State License Law (Business and Professions Code section 7000, et seq.), that its license is in good standing and that it possesses **Class C10 – Electrical Contractors License** as required by the categories and type of the Work. Copies of Contractor's State Contractors' license must be provided with this Agreement.

In addition, Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

### **Article 36. BUSINESS LICENSE**

The County Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of the County Business License Ordinance, where applicable, prior to beginning work under this Contract and at all times during the term of this Contract.

### **Article 37. WAIVER**

No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

### **Article 38. FORCE MAJEURE**

Neither party will be liable for any delay, failure to perform, nor omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

38.1 Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.

38.2 Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

#### **Article 39. CALIFORNIA RESIDENCY (Form 590)**

If Contractor is a California resident, Contractor must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Contractor will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Contractor during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

#### **Article 40. NONRESIDENT WITHHOLDING**

If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold County harmless for any action taken by the California Franchise Tax Board.

#### **Article 41. COUNTY PAYEE DATA RECORD FORM**

All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

#### **Article 42. CONTRACTOR TO COUNTY**

It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

#### **Article 43. ASSIGNMENT AND DELEGATION**

Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Neither this Agreement, nor any part thereof, or any monies due or to become due hereunder, may be assigned by Contractor without the written approval of the County, nor without the consent of the Surety unless the Surety has waived its right to notice of assignment in writing .

Contractor shall not subcontract, delegate, or assign the Work to be performed, in whole or in part, to any other person or entitle without prior written consent of County. Contractor covenants that if there is a change or transfer in ownership of Contractor's business prior to the completion of this Agreement, the new owner(s) shall be required under the terms of sale or other transfer document to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of

County. Contractor further covenants that the terms of sale or other transfer document shall require notice be given to County of the change or transfer in ownership of Contractor's business within thirty (30) days of the effective date of the transfer. In the event of a sale or transfer of Contractor's business prior to the completion of this Agreement, County retains the right to terminate or cancel the contract as provided for herein, or to renegotiate the terms of the agreement, or to amend the existing Agreement.

#### **Article 44. COMPLIANCE WITH APPLICABLE LAW**

In the performance of this Contract, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference. To the extent applicable, all Work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code, California Plumbing Code, and any and all other applicable laws and regulations. Nothing in this Agreement, including but not limited to, any directions, plans or specifications provided to Contractor, is to be construed to permit Work not conforming to these codes.

The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, to defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Article shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

#### **Article 45. COMPLIANCE WITH FAIR EMPLOYMENT PRACTICES LAWS**

County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.) and applicable regulations promulgated thereunder (2 California Code of Regulations section 11000, et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; the Federal Fair Labor Standards Act, as stated in 29 USC section 203, et. Seq., and as updated from time to time; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein. Contractor shall permit access to the records of employment, employment advertisements, application forms and other pertinent data and records by County, the State of California, the California Fair Employment and Housing Commission, or any other agency of the State of California designated by the state for purposes of investigation to ascertain compliance with this Article. Contractor's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code section 12990 and 2 California Code of Regulations section 11102.

The Contractor shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable. County may determine a willful violation of this Article to have occurred upon receipt of a final judgment to that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Contractor has violated the Fair Employment Practices Act and had issued an order under Labor Code section 1426 which has become final or has obtained an injunction under Labor Code Section 1429. For willful violation of this Article, County shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by County in securing the goods or services thereunder shall be borne and paid for by Contractor and by the surety under the performance bond, if any, and County may deduct from any moneys due or thereafter may become due to Contractor the difference between the price named in the Agreement and the actual cost thereof to County to cure Contractor's breach of this Agreement.

#### **Article 46. COMPLIANCE WITH DISABILITY ACTS**

Contractor shall comply with: (a) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (b) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (c) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

#### **Article 47. EMPLOYMENT ELIGIBILITY VERIFICATION**

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

#### **Article 48. DEVIATION FROM PLANS AND SPECIFICATIONS**

No deviation shall be made from the plans and/or the specifications, if any, without the prior written approve of the County.

#### **Article 49. UNITY OF PLANS AND SPECIFICATIONS**

The plans and specifications, if any, are one document, and any work shown or mentioned, in one and not in the other, or vice versa, shall be furnished or performed as though mentioned or shown in both.

#### **Article 50. ADDITIONAL WORK**

County reserves the right to make such alterations, deviations, additions to, or deletions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of work or to delete any items or portion of work, as may be deemed by the Contract Administrator or Project Manager to be necessary or advisable, and to require such additional work to be required for the proper completion of the whole Work contemplated.



Any such changes will be set forth in a written Contract Change Order (Change Order) which will specify the additional work, adjustment of performance time, if any, and basis for additional compensation, if any. Any Change Order shall not become effective until approved by the Air Quality Management District's Manager, or where required, by the Board of Supervisors.

**Article 51. ACCESS TO THE WORK**

County, and any state or local authorities having jurisdiction over the Project, shall at all times have access to the Work.

**Article 52. NO THIRD-PARTY BENEFICIARIES**

Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

**Article 53. RECYCLED BOND PAPER**

Contractor agrees to use recycle-content paper to the maximum extent possible on this Agreement.

**Article 54. CONTRACT ADMINISTRATOR**

The County Officer or employee with responsibility for administering this Agreement is Rania Serieh, Air Quality Management District, Air Pollution Control Officer, or successor.

**Article 55. AUTHORIZED SIGNATURES**

The parties hereto represent that the undersigned individuals executing this Agreement on their behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

**Article 56. PARTIAL INVALIDITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**Article 57. RELOCATION OF UTILITIES**

As required by Government Code section 4215, County will assume responsibility for the removal, relocation, and protection of main or trunk-line utility facilities existing on the construction site, if such facilities are not shown in the plans and specifications, and County shall compensate Contractor for the costs of locating and repairing damage to such facilities not due to the failure of Contractor to exercise reasonable care.

**Article 58. ENTIRE AGREEMENT**

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

**LIST OF EXHIBITS:**

**Exhibit A – Application and Certificate for Payment**

**IN WITNESS WHEREOF**, the said Air Quality Management District of the County of El Dorado, State of California, has caused this Agreement to be executed by County's Board of Supervisors, on its behalf, and the said Contractor has signed this Agreement the day and year written below.

**COUNTY OF EL DORADO**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
\_\_\_\_\_, Chair  
Board of Supervisors  
County of El Dorado

ATTEST:  
Kim Dawson, Clerk  
Of the Board of Supervisors

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Deputy Clerk

**CONTRACTOR**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
President

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Secretary

License No.: \_\_\_\_\_ Federal Employer Identification No. \_\_\_\_\_

NOTE: If Contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if Contractor is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if Contractor is an individual, his/her signature shall be placed above. Contractor executing this document on behalf of a corporation or partnership shall be prepared to demonstrate by resolution, article, or otherwise that it is appropriately authorized to act in these regards. For such corporation or partnership, such authority shall be demonstrated to the satisfaction of County. If signature is by an agent, other than officer of a corporation or a member of a partnership, an appropriate Power of Attorney shall be on file with the Department prior to signing this document.

Mailing Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

City, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

## APPLICATION AND CERTIFICATE FOR PAYMENT - EXHIBIT A

PAGE 1 OF 2 PAGES

TO OWNER:  
El Dorado County  
330 Fair Lane  
Placerville, California 95667

Project:  
Bid #2025-0130  
Electric Vehicle Supply  
Equipment Replacement

APPLICATION #: 1  
PERIOD TO:  
PROJECT NOS:  
CONTRACT DATE:

Distribution to:

<input type="checkbox"/>	County
<input type="checkbox"/>	Cont Adm
<input type="checkbox"/>	Contractor

FROM CONTRACTOR:

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By: \_\_\_\_\_ Date: \_\_\_\_\_

State of: California  
County of: El Dorado

## CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Contract Administrator certifies to El Dorado County that to the best of the Contract Administrator's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

CONTRACT ADMINISTRATOR

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

1. ORIGINAL CONTRACT SUM-----	\$	
2. Net change by Change Orders-----	\$	
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)		
5. RETAINAGE:		
a. _____ of Completed Work (Columns D+E on Continuation Sheet)	\$	
b. _____ of Stored Material (Column F on Continuation Sheet)	\$	
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet-----	\$	
6. TOTAL EARNED LESS RETAINAGE----- (Line 4 less Line 5 Total)	\$	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)-----	\$	
8. CURRENT PAYMENT DUE-----	\$	
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Contract Administrator		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

County of El Dorado  
Bid #2025-0130  
Electric Vehicle Supply  
Equipment Replacement

Exhibit A

Exhibit "A"

**CONTINUATION SHEET**

Page 2 of 2 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 1

PROJECT: Bid #2025-0130

APPLICATION DATE:

Electric Vehicle Supply Equipment Replacement

PERIOD TO:

CONTRACTOR'S PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
SUBTOTALS PAGE 2									

Exhibit A

County of El Dorado  
 Bid #2025-0130  
 Electric Vehicle Supply  
 Equipment Replacement

**COUNTY OF EL DORADO**

**PAYMENT BOND**

(Section 9550, Civil Code)

Bond No. \_\_\_\_\_

WHEREAS, the County of El Dorado, a political subdivision of the State of California, hereafter referred to as "Obligee", has awarded to Contractor

\_\_\_\_\_ hereafter referred to as "Principal", a contract for the work described as follows:

**ELECTRIC VEHICLE SUPPLY EQUIPMENT REPLACEMENT  
BID #2025-0130**

AND, WHEREAS, said Principal is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the Obligee, in the sum of \_\_\_\_\_ Dollars,  
(\$ \_\_\_\_\_) to be paid to the Obligee, for which payment we bind ourselves, jointly and severally.

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

That if said Principal or its subcontractors 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 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 his subcontractors pursuant to Section 18806 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 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.

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

Correspondence or Claims relating to this bond should be sent to the Surety at the following address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
ATTORNEY-IN-FACT

NOTE: Signatures of those executing for the Principal and for the Surety must be properly acknowledged, and a Power of Attorney attached for the Surety.

**NOTARY ACKNOWLEDGMENTS ATTACHED**

## PRINCIPAL

### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(here insert name and title of the officer)

personally appeared \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ ,

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

# SURETY

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(here insert name and title of the officer)

personally appeared \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_,

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

COUNTY OF EL DORADO

PERFORMANCE BOND

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
the Contractor in the Contract hereto annexed, as Principal, and \_\_\_\_\_  
as Surety, are held firmly bound unto the County of El Dorado, a political subdivision of the State of California, hereinafter called the "Obligee" in the sum  
of \_\_\_\_\_ DOLLARS,  
(\$ \_\_\_\_\_ ) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and  
severally, firmly by these presents.

Signed, sealed and dated: \_\_\_\_\_

The condition of the above obligation is such that if said Principal as Contractor in the Contract hereto annexed shall faithfully perform each and all of the conditions of said Contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Obligee, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the work of **BID #2025-0130 for the ELECTRIC VEHICLE SUPPLY EQUIPMENT REPLACEMENT** in strict conformity with the terms and conditions set forth in the Contract hereto annexed, then this obligation shall be null and void; otherwise this bond shall remain in full force and effect and the said Surety will complete the Contract work under its own supervision, by Contract or otherwise, and pay all costs thereof for the balance due under terms of the Contract, 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 shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work.

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

This guarantee shall insure the Obligee during the work required by any Contract and for a period of one (1) year from the date of acceptance of the work against faulty or improper materials or workmanship that may be discovered during that time.

No right of action shall accrue under this bond to or for the use of any person other than the Obligee named herein.

Dated: \_\_\_\_\_, 20\_\_\_\_.

Correspondence or Claims relating to this bond should be sent  
to the Surety at the following address:

_____	_____
_____	PRINCIPAL
_____	_____
_____	SURETY
_____	ATTORNEY-IN-FACT

NOTE: Signatures of those executing for the Principal and the Surety must be properly acknowledged, and a Power of Attorney attached for the Surety.

NOTARY ACKNOWLEDGMENTS ATTACHED



## PRINCIPAL

### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(here insert name and title of the officer)

personally appeared \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ ,

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

# SURETY

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(here insert name and title of the officer)

personally appeared \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ ,

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**2023 Withholding Exemption Certificate****590****The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.****Withholding Agent Information**

Name \_\_\_\_\_

**Payee Information**

Name \_\_\_\_\_

☐ SSN or ITIN ☐ FEIN ☐ CA Corp no. ☐ CA SOS file no.

Address (apt./ste., room, PO box, or PMB no.) \_\_\_\_\_

City (If you have a foreign address, see instructions,) \_\_\_\_\_

State \_\_\_\_\_ ZIP code \_\_\_\_\_

**Exemption Reason****Check only one box.**

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or Limited Liability Companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&amp;TC) Section 23701 \_\_\_\_\_ (insert letter) or Internal Revenue Code Section 501(c) \_\_\_\_\_ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

**CERTIFICATE OF PAYEE:** Payee must complete and sign below.Our privacy notice can be found in annual tax booklets or online. Go to **ftb.ca.gov/privacy** to learn about our privacy policy statement, or go to **ftb.ca.gov/forms** and search for **1131** to locate FTB 1131 EN-SP, Franchise Tax Board Privacy Notice on Collection. To request this notice by mail, call 800.338.0505 and enter form code **948** when instructed.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title \_\_\_\_\_ Telephone \_\_\_\_\_

Payee's signature ► \_\_\_\_\_ Date \_\_\_\_\_



# County of El Dorado

## OFFICE OF AUDITOR-CONTROLLER

360 FAIR LANE  
PLACERVILLE, CALIFORNIA 95667  
Phone: (530) 621-5487 FAX: (530) 295-2535

**JOE HARN, CPA**  
Auditor-Controller

**BOB TOSCANO**  
Assistant Auditor-Controller

### PAYEE DATA RECORD

(Required in lieu of IRS W-9 when receiving payment from the County of El Dorado) Version: April 2014

<b>PAYEE DATA RECORD</b>	<b>INSTRUCTIONS:</b> Complete all information on this form. Sign, date, and return to the address shown at the bottom of this page. Prompt return of the <b>fully completed</b> form will prevent delays in processing payments. Information provided in this form will be used by the County of El Dorado to prepare Information Returns (Forms 1099), for withholding on payments to nonresident payees, and for reporting to the Employment Development Department (EDD).											
<b>NAME AND ADDRESS</b>	Name (as shown on your income tax return)											
	Business name/Doing business as/Disregarded entity name, if different from above											
	Physical address (number, street, and apt. or suite)						Remittance address (if different than physical)					
	City, state, zip code						City, state, zip code					
	Phone number				Fax number (optional)				Email (optional)			
<b>FEDERAL TAX CLASSIFICATION &amp; EXEMPTIONS</b>	<b>Check appropriate federal tax classification</b>											
	<input type="radio"/> Individual / sole proprietor <input type="radio"/> Partnership <input type="radio"/> Trust / estate <input type="radio"/> Other (see instructions) ▶ _____											
	<input type="radio"/> C Corporation <input type="radio"/> S Corporation    If you are a corporation, do you provide legal or medical services? <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Limited liability company. Enter the tax classification (C=C Corporation, S=S Corporation, P=Partnership) _____											
<b>NOTE: IF YOU ARE A SINGLE MEMBER LLC (DISREGARDED ENTITY), ENTER THE TAX CLASSIFICATION OF THE OWNER IDENTIFIED ON THE NAME LINE.</b>												
Exempt payee code (if any) – see instructions _____ Exemption from FATCA reporting code (if any) – see instructions _____												
<b>TAX IDENTIFICATION NUMBER</b>	<b>Tax identification number (TIN)</b>											
	Enter your TIN in the appropriate box. If you are an individual or sole proprietor, you must enter your SSN. You may choose to provide your EIN in addition to, but not instead of, the SSN. Single member LLCs (disregarded entities) must enter the TIN of the owner identified on the Name line.											
	Social Security Number ____ - ____ - ____ Employer Identification Number ____ - ____ - ____											
<b>RESIDENCY STATUS</b>	<b>Check appropriate box for residency status</b>											
	<input type="radio"/> California resident / exempt from nonresident withholding – qualified to do business in California or maintains a permanent place of business in California (attach CA Form 590)											
	<input type="radio"/> California nonresident (see instructions)											
	<b>NOTE:</b> Payments to California <b>nonresidents</b> for services performed in California and for certain rents derived from properties located in California that exceed \$1,500 in a calendar year will be subject to 7% nonresident withholding unless you have obtained a waiver or have been approved for reduced withholding by the Franchise Tax Board. There is no withholding on payments for product and for services performed outside of California. <input type="checkbox"/> Obtained Franchise Tax Board waiver of State withholding (attach a copy if applicable) <input type="checkbox"/> Obtained Franchise Tax Board approval for reduced withholding (attach a copy if applicable)											
California sales tax permit number (required only for California nonresident vendors that charge California sales tax) _____												
<b>CERTIFICATION</b>	<b>Under penalties of perjury, I certify that:</b> 1) the TIN shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) <b>and</b> 2) I am not subject to backup withholding <b>and</b> 3) I am a U.S. citizen or other U.S. person <b>and</b> 4) the FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.											
	Authorized Payee Representative's Name (Type or Print)								Title			
	Signature				Date				Telephone			
Should my residency status or any other information provided above change, I will promptly notify County of El Dorado at the address listed above.												
<b>RETURN FORM TO</b>	Please return completed form to:											
	Department/office:											
	Mailing address:											
	Phone:		Fax:		Email:							

25-1344 A 54 of 218  
25-1344 A 54 of 218

COUNTY OF EL DORADO, PAYEE DATA RECORD (REVERSE)

<p><b>PAYEE DATA RECORD</b></p>	<p>A completed Payee Data Record is required for payments to all entities and will be kept on file at the County of El Dorado Auditor-Controller's Office. Payees who do not wish to complete the Payee Data Record may elect to not do business with the County of El Dorado. If the payee does not complete the form and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding, California backup withholding and California nonresident withholding.</p>
<p><b>FEDERAL TAX CLASSIFICATION</b></p>	<p>Check the applicable federal tax classification. Note that if an LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.</p> <p><b>Individual:</b> Enter the name shown on your income tax return. If the account is in joint names, list first, and then circle, the name of the person or entity whose SSN you entered on the form.</p> <p><b>Sole proprietor:</b> Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as" name on the "Business name/Doing business as/Disregarded entity name" line.</p> <p><b>Partnership, C Corporation, or S Corporation:</b> Enter the entity's name on the "Name" line and any business, trade, or "doing business as" name on the "Business name/Doing business as/Disregarded entity name" line.</p> <p><b>Disregarded entity:</b> Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, partnership, C corporation, S corporation, trust/estate).</p> <p><b>Limited liability company (LLC):</b> If the person identified on the "Name" line is an LLC, check the "Limited Liability Company" box only and enter the appropriate code for the U.S. federal tax classification.</p> <p><b>Other entities:</b> Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade or DBA name on the "Business name/Doing business as/Disregarded entity name" line.</p>
<p><b>EXEMPTIONS</b></p>	<p><b>Exemptions:</b> If you are exempt from backup withholding and/or FATCA reporting, enter in the exemptions box any code(s) that may apply to you. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions. The following codes identify payees that are exempt from backup withholding: <b>1</b> – an organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2); <b>2</b> – The United States or any of its agencies or instrumentalities; <b>3</b> – A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities; <b>4</b> – A foreign government or any of its political subdivisions, agencies, or instrumentalities; <b>5</b> – A corporation; <b>6</b> – A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States; <b>7</b> – A futures commission merchant registered with the Commodity Futures Trading Commission; <b>8</b> – A real estate investment fund; <b>9</b> – An entity registered at all times during the tax year under the Investment Company Act of 1940; <b>10</b> – A common trust fund operated by a bank under section 584(a); <b>11</b> – A financial institution; <b>12</b> – A middleman known in the investment community as a nominee or custodian; <b>13</b> – A trust exempt from tax under section 664 or described in section 4947.</p> <p><b>Exemption from FATCA reporting.</b> The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. <b>A</b>—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37); <b>B</b>—The United States or any of its agencies or instrumentalities; <b>C</b>—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities; <b>D</b>—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i); <b>E</b>—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i); <b>F</b>—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.</p>
<p><b>TAX IDENTIFICATION NUMBER</b></p>	<p>Enter your tax identification number (TIN) in the appropriate box. If you are a single member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN. <b>The TIN for individuals and sole proprietors is the Social Security Number (SSN).</b> Sole proprietors may provide their EIN in addition to but not instead of a SSN.</p> <p>The County of El Dorado requires that all parties entering into business transactions that may lead to payment(s) from the County provide their Taxpayer Identification Number (TIN). The TIN is also required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p>
<p><b>RESIDENCY STATUS</b></p>	<p><b>Are you a California resident or nonresident?</b></p> <p>A <b>corporation</b> will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California. A <b>partnership</b> is considered a resident partnership if it has a permanent place of business in California. An <b>estate</b> is a resident if the decedent was a California resident at time of death. A <b>trust</b> is a resident if at least one trustee is a California resident. For <b>individuals</b> and <b>sole proprietors</b>, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p><b>Payments to all nonresidents may be subject to withholding.</b> Nonresident payees performing services in California or receiving certain rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year or if payment is for product. Nonresidents who have been granted a waiver on payments of California source income from the California Franchise Tax Board must submit a copy of the waiver. For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <p>Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov</p> <p>For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p> <p>California nonresidents charging California sales tax are required to provide their California sales tax number.</p>
<p><b>CERTIFICATION</b></p>	<p>Provide the name, title, signature, and telephone number of the authorized individual completing this form. Provide the date the form was completed. <b>NOTE:</b> You must cross out item 2 in the certification block if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.</p>

**CERTIFICATE OF INSURANCE FORM FOR CONTRACTORS, ARCHITECTS AND/OR ENGINEERS**

CERTIFICATE ISSUER	DATE EXECUTED:		
PHONE ( )	THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. COMPANIES AFFORDING COVERAGE		
INSURED	COMPANY A LETTER	COMPANY RATING	
PHONE ( )	COMPANY B LETTER	COMPANY RATING	
PROJECT DESCRIPTION	COMPANY C LETTER	COMPANY RATING	
PROJECT TITLE:	COMPANY D LETTER	COMPANY RATING	
PROJECT NUMBER:	COMPANY E LETTER	COMPANY RATING	
LOCATION:			

THIS IS TO CERTIFY that policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusion and conditions of such policies.

CL	Type of Insurance Coverage	Policy Number	Policy Effective Date	Policy Expiration Date	Limits of Liability (in Thousands)
	GENERAL LIABILITY [ ] Commercial General Liability [ ] Occurrence [ ] Claims Made [ ] Owner's & Contractor's Protective [ ] General Aggregate * [ ] Per Project [ ] Per Location				GENERAL AGGREGATE \$ PRODUCTS-COMP/OPS AGGREGATE \$ PERSONAL & ADVERTISING INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (ANY ONE FIRE) \$ MEDICAL EXPENSES (ANY ONE PERSON) \$ DEDUCTIBLE \$
	ARCHITECT'S AND/OR ENGINEER'S PROFESSIONAL LIABILITY [ ] Claims Made [ ] Project				GENERAL AGGREGATE \$ EACH CLAIM \$  DEDUCTIBLE \$
	AUTOMOBILE LIABILITY [ ] Any Auto [ ] All Owned Autos [ ] Scheduled Autos [ ] Hired Autos [ ] Non-Owned Autos [ ] Garage Liability				COMBINED SINGLE LIMIT \$ BODILY INJURY (PER PERSON) \$ BODILY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE \$ DEDUCTIBLE \$
	EXCESS LIABILITY [ ] Umbrella Form [ ] Other Than Umbrella Form				EACH OCCURRENCE \$ AGGREGATE \$
	[ ] WORKER'S COMPENSATION				-----STATUTORY-----
	EMPLOYER'S LIABILITY				(EACH ACCIDENT) \$ (DISEASE - POLICY LIMIT) \$ (DISEASE - EACH EMPLOYEE) \$
	OTHER [ ] Installation Floater [ ] Builder's Risk [ ]				\$ \$ \$

\* The General Aggregate limit, under Limits of Insurance, applies separately to each of the projects away from premises owned by or rented by you.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS/ADDITIONAL INSURED: <b>The County of El Dorado its officers, officials, employees and volunteers are made additional insured, but only insofar as the operations under this contract are concerned.</b> OTHER ADDITIONAL ISSURED:
--

CERTIFICATE HOLDER	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR TERMINATED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL GIVE THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, IN ADVANCE OF THE EFFECTIVE DATE OF SUCH CANCELLATION OR TERMINATION.
	AUTHORIZED REPRESENTATIVE SIGNATURE, TITLE, TYPED NAME, SSN AND PHONE NUMBER:

# ELECTRIC VEHICLE SUPPLY EQUIPMENT REPLACEMENT

**BID #2025-0130**

## CONDITIONS OF THE CONTRACT

### ARTICLE 1

#### GENERAL PROVISIONS

#### 1.1 BASIC DEFINITIONS

- 1.1.1 **County:** The County of El Dorado, a political subdivision of the State of California.
- 1.1.2 **Owner:** The County of El Dorado is the Owner and is identified as the Owner in the Contract and these Contract Conditions. The term Owner, and pronouns in place of the same shall mean the County of El Dorado acting by and through its duly authorized representative.
- 1.1.3 **Owner's Representative:** The Air Quality Management District, Air Pollution Control Officer, or designated representative.
- 1.1.4 **Architect:** The person holding a valid California State Architect's license, whose firm has been designated within the Contract Documents as the Architect to provide services on the Project. When the Architect is referred to within the Contract Documents and no Architect has in fact been designated, then the matter shall be referred to the County and shall be interpreted as Owner's Representative.
- 1.1.5 **Project Manager:** Project Manager or such other designated representative of the Owner. The Project Manager has such duties and authority as may be set forth in the Contract Documents.
- 1.1.6 **Contractor:** The person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The term Contractor refers to the Contractor or the Contractor's authorized representative.
- 1.1.7 **Inspector:** The individual designated by the Owner as the Inspector as set forth in Paragraph 2.1.2.
- 1.1.8 **Subcontractor:** Those contractors, of whatever tier, furnishing labor or material, or both, for the Work under the Contract with the Contractor.
- 1.1.9 **Substantial Completion:** The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.
- 1.1.10 **Final Acceptance:** Conditions upon which the County will accept Work as satisfactorily completed in accordance with the Contract Documents. Requirements include, but are not limited to:
1. All Systems having been tested and accepted as having met requirements of the Contract Documents.
  2. One (1) PDF format and one (1) hard copy of all as-builts, manufacturer's product data and maintenance manuals having been submitted by the Contractor and reviewed and accepted by the Owner.
  3. All punch list work, as directed by the Owner, having been completed by the Contractor.
  4. Acceptance of the Work by the Owner.
- 1.1.11 **Final Payment:** The Final Payment shall be the only Payment made to Contractor and shall not be considered to be the payment of any or all of the retention.

- 1.1.12 Architect's Supplemental Instructions/Instruction Bulletins: A written order of the Architect and reviewed by the Owner's Representative directing the Contractor to provide supplemental instructions, interpretations, or conduct minor changes in work involving neither extra cost nor extra time and being consistent with the scope and functioning of the project, if applicable.
- 1.1.13 Change Order: A Change Order is a document signed by the Owner and Contractor stating their agreement upon all of the following: 1) a change in the Work, 2) the amount of the adjustment in the Contract Price, if any, and 3) the extent of the adjustment in the contract term, if any.
- 1.1.14 Contract Documents: The Contract Documents shall include the documents described in Article 2 of the Contract, including Architect's Supplemental Instructions (if required), and Change Orders.
- 1.1.15 Work: The construction and services required by the Contract Documents, including all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.
- 1.1.16 Project: The total construction of the Work performed under the Contract Documents.
- 1.1.17 Plans: The graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams, specifically the plans and specifications for this Project.
- 1.1.18 Claim: A demand or assertion by the Contractor seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. Claims must be made by written notice and shall include a demand for the Owner's decision. The responsibility to substantiate claims and to resolve the claims of subcontractors of whatever tier shall rest with the Contractor.
- 1.1.19 Work Not Included: Except for such auxiliary work as shown or specified, or is necessary as part of the construction, the following is NOT included in this contract: Any work shown but marked "Not in Contract" (NIC) or otherwise designated to be done under another contract or by Owner.
- 1.1.20 Furnish (material): To supply and deliver to the project ready for installation and in operating condition.
- 1.1.21 Install (Service or Labor): To place in final position, complete, anchored, connected, and in operable condition with respect to required codes and/or governing agency requirements.
- 1.1.22 Provide: To furnish and install complete. When "Furnish", "Install", or "Provide" is stated, "Provide" is implied.
- 1.1.23 Construct: To "Furnish" materials to "Install" in final position, complete, anchored, and connected with respect to required codes, requirements, Contract Documents, and details.
- 1.1.24 Day(s): All references to "day" or "days" in these Contract Documents shall be defined as calendar-day or calendar-days.
- 1.1.25 Normal Working Hours: Includes the hours from 8:00 a.m. to 5:00 p.m., Pacific Time, Monday through Friday, except for County-recognized holidays.
- 1.1.26 Contract: The Agreement for Construction Services between Contractor and Owner.

## **1.2 CONTRACT DOCUMENTS**

- 1.2.1 One Document: The Contract Documents are one document and any work shown or mentioned shall be performed or furnished. The Contractor admits and agrees that the Contract Documents exhibit the intent and purpose of the Owner in regard to the Work, and that they are not complete in every detail and are to be considered as showing the purpose and intent only; and Contractor further agrees to furnish all labor or material for any detail that is necessary to carry out the intent and purpose of the Specifications without extra charge.



- 1.2.2    Misuse of Words or Punctuation: The misplacement, addition, or omission of any word, letter, or punctuation mark will not in any way change the intent or meaning of the Contract Documents. Any part of the Work, or any article pertaining thereto which is not specifically set forth in these Contract Documents, but which is necessary for the proper completion of the Work, is to be supplied and set in place at the Contractor's expense, the same as if it had been mentioned in these Contract Documents. The Contractor shall furnish all things necessary to make a good and workmanlike job in accordance with the intent and purpose of the Contract Documents.

### **1.3      ASSIGNMENT OF CONTRACT**

- 1.3.1    Mutual Consent: Neither party to the Contract shall assign the Contract without the written consent of the other party, nor shall the Contractor assign any moneys due or to become due to him hereunder without the written consent of the Owner.

### **1.4      WAIVER OF "COMMON PRACTICE"**

- 1.4.1    The Contractor shall waive "common practice" and "common usage" as construction criteria wherever the Contract Documents details, plans, technical specifications, governing codes, or ordinances require greater quantity or better quality than common practice or common usage would require.

### **1.5      EXCESSIVE COSTS**

- 1.5.1    Failure to Comply with Contract: If Contractor fails to comply with any Contract requirements, including any required coordination with other contractors, and that failure results in additional costs to Owner, then Contractor shall be liable for such additional costs.
- 1.5.2    Construction Methods: If Contractor's construction methods and techniques result in additional costs to Owner, after notice, such Contractor shall be responsible for cost attributable to his methods and techniques.

## **ARTICLE 2 OWNER**

### **2.1      OWNER'S REPRESENTATIVE**

- 2.1.1    Owner Representative: The Owner will be represented by the Owner's Representative who shall oversee the performance of the Contract on behalf of the Owner.
- 2.1.2    Owner May Appoint Inspector: Owner shall be entitled to appoint an agent as Inspector who shall see that the performance of the Work is in strict accordance with the Contract Documents on behalf of the Owner.
- 2.1.3    Communication: In order that the Owner may act upon expert advice and upon good procedure, all communications from the Contractor shall be in writing and will be through said Owner's Representative or Inspector, as the Owner may direct, and all communications and instructions from the Owner to the Contractor will be so routed. The Owner reserves the right to alter this procedure without the consent of the Contractor. All communications not in compliance herewith, shall be considered non-binding on the Owner.

### **2.2      RIGHTS OF OWNER**

- 2.2.1    Right to Clean Up: Subject to the strict prohibition against maintaining a nuisance, if a dispute arises between the Contractor, Subcontractors, or separate contractors as to the responsibility under their respective Contracts for maintaining the premises and surrounding area free from waste materials and rubbish the Owner may, but need not, clean up and allocate the cost among those responsible as the Inspector determines to be just.

2.2.2 **Right to Accept Imperfect Work:** If any part or portion of the Work completed under this Contract is defective and not in accordance with the Plans or Contract Documents, and if the imperfection is judged by Owner to be not of sufficient magnitude or importance so as to make the Work unacceptable, then Owner shall have the right and authority to retain such Work but will make such deductions in Contract Price as may be equitable and reasonable. However, Owner does not by this section; waive any other rights provided for herein.

2.2.3 **Right to do Adjacent Work:** The Owner reserves the right to perform construction or operations on the site of the Work. In doing this Owner may use its own forces or award separate contracts in connection with other construction or operations on the site but not covered by the Contract Documents. Contractor shall defend, indemnify, and hold Owner harmless for costs incurred by Owner that are payable to a separate contractor because of delays, improperly timed activities, or defective construction by the Contractor, unless such costs are incurred due to the sole or active negligence of Owner.

2.2.4 **Right to Finish Contractor's Work:** If the Contractor defaults or neglects to carry out all or any part of the Work in accordance with the Contract Documents, the Owner has the right, exercisable solely at Owner's discretion, to commence and continue completion of the Work with diligence and promptness. In such an event, if the Owner's cost to complete the Work exceeds the remaining balance of the Contract with the Contractor, Contractor shall reimburse the Owner for such excess costs.

2.2.5 **Right of Partial Use of Project:** The Owner may occupy or use any completed or partially completed portion of the Work at any stage, upon agreement of Owner and Contractor.

1. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents.
2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.
3. Immediately prior to such partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
4. Unless otherwise agreed upon in writing, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of work not complying with the requirements of the Contract Documents.
5. No claim for acceleration, delay, or hindrance, may be made by Contractor on his own behalf or that of any of his subcontractors, for any delays, accelerations, or hindrances that may arise out of Owner's partial occupancy of the Project.

2.2.6 **Right to Audit:** Contractor shall maintain and make available to the County, State Auditor, or to any of their duly authorized representatives all books, papers, job cost records, detailed cost estimates, claims, and accounts, including payment, property, payroll, personnel, subcontractor records, and financial records related to or which arise out of the Work or under terms of this Contract. Contractor shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and in accordance with these Contract Conditions and federal and state requirements. These books, papers, records, claims, and accounts shall be made available for examination during normal business hours and shall be readily available and accessible at Contractor's principal place of business in California, for audit during normal business hours at such place of business. Contractor shall provide office space, photocopies and other assistance to enable audit or inspection representatives to conduct such audits or inspections. This right to audit books and records directly related to this Contract shall also extend to any first-tier subcontractors employed under this Contract. Contractor shall incorporate this provision in any subcontract entered into as a result of this Contract and shall require its subcontractors to agree to cooperate with the above-listed agencies by making all appropriate and relevant Project records available to those agencies for audit and copying.

All of Contractor's books, papers, job cost records, detailed cost estimates, claims, and accounts, including payment, property, payroll, personnel, subcontractor records, and financial records related to or which arise

out of the work or under terms of this Contract shall be retained for access, inspection and/or audit by the County, the State Auditor, or their duly authorized representatives for at least three (3) years after County's final payment to Contractor and/or the final resolution of any claims under this Contract. Contractor shall incorporate this provision in any subcontract entered into as a result of this Contract.

## **2.3 RESPONSIBILITIES OF OWNER**

**2.3.1 Removal, Relocation, or Protection of Underground Infrastructure:** If the Contractor while performing the contract discovers utility facilities not identified by the Owner in the contract plans or specifications, Contractor shall immediately notify the Owner in writing. Owner shall have the sole discretion to perform the repairs or relocation work itself, or to permit the Contractor to do such repairs or relocation work at a reasonable price. In the event that the Owner authorizes the Contractor to perform the work, the parties shall proceed with a written Change Order as set forth in Article 5 herein. Compensation to the Contractor for said costs shall be in accordance with Government Code section 4215.

Nothing herein shall be construed to require the Owner to locate the presence of any existing services not expressly included in Government Code section 4215, nor to limit the Owner's rights or remedies set forth therein.

In accordance with the provisions of Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the Owner or owner of the utility to provide for the removal or relocation of such utility facilities.

## **ARTICLE 3**

### **CONTRACTOR'S RESPONSIBILITIES**

## **3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS**

**3.1.1 Reporting Errors in Contract Documents:** The Contractor shall carefully study and compare the Contract Documents with each other and shall at once report to the Inspector errors, inconsistencies, or omissions discovered. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency, or omission in the Contract Documents without such notice to the Owner, the Contractor shall assume responsibility for such performance and shall bear all costs for correction.

**3.1.2 Reporting Errors in Field Conditions:** The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the Owner at once.

**3.1.3 No Implied Warranty:** No warranty is to be implied nor shall any warranty arise by operation of law, or by interpretation of this Contract, that the Plans and Contract Documents are adequate and sufficient to construct the Project.

## **3.2 SUPERVISION AND CONSTRUCTION PROCEDURES**

**3.2.1 Supervision of Work:** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

**3.2.2 Acts of Employees and Agents:** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

**3.2.3 Acts Do Not Waive Contractor's Obligation:** The Contractor shall not be relieved of obligations to perform the Work in strict accordance with the Contract Documents either by activities or duties of the Owner's

Representative or the Inspector in the administration of the Contract, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

### 3.3 PROSECUTION OF WORK

- 3.3.1 Time of the Essence: It is expressly understood and agreed that the time of beginning, rate of progress, and time of completion of the Work are of the essence. The time for substantial completion of this contract shall be **one hundred eighty (180) Calendar days** commencing from the date shown on the Contractor Notice to Proceed. No work shall begin prior to the issuance of a Contractor Notice to Proceed.
- 3.3.2 Owner and Contractor recognize that time is of the essence of the Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified, plus any extensions thereof. They also recognize the delays, expense, and difficulties involved with proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that Contractor shall pay Owner the sum of **Four Hundred Dollars (\$400) per day**, as liquidated damages and not as a penalty, for each and every calendar day's delay in finishing the Work in excess of the contract term prescribed herein.
- 3.3.3 Work During Operational Hours: The Facility will be operational during the Work. The Contractor shall not interfere or hinder government center operations. The Contractor shall keep all equipment and materials within designated work areas and out of hallways and doorways. Emergency exit routes shall be maintained at all times.
- 3.3.4 Construction Schedule: The Contractor shall coordinate the final critical path method (CPM) construction schedule, if applicable, with the Owner. The CPM schedule is required to be submitted within five (5) calendar days of issuance of Notice to Proceed. The CPM schedule will be for Owner's information only. Silence or inaction with regard to Contractor's schedule shall not be construed as acquiescence or acceptance of the schedule as being binding on Owner. Contractor's schedule shall provide for the completion date not to exceed nor shall it provide for the completion date earlier than the time limits for completion set forth in the Contract Documents. Float, whether for the entire Project or for specific tasks therein, shall be deemed to be for the benefit of the Owner. The Contractor shall keep the construction schedule current, and shall submit weekly updates to the Owner's Representative and Inspector, if any. The Contractor shall further prepare and keep current a schedule of submittals which is coordinated with the construction schedule, and which allows the Owner reasonable time to review the submittals.

### 3.4 SUBMITTALS

- 3.4.1 Use of Listed Manufacturers; Review of "Or Equals": Please refer to the Instructions to Bidders, Section 19, "OR EQUAL" PROCESS.

### 3.5 STATE AND FEDERAL LABOR REQUIREMENTS

3.5.1 Hours of Work:

1. Eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and it is expressly stipulated that no workman employed at any time by the Contractor, or by any subcontractor under this Contract, upon the Work, shall be required or permitted to work thereon more than eight (8) hours in any one (1) calendar day and/or more than forty (40) hours in any one (1) calendar week except as provided in Labor Code section 1815, and it is further expressly stipulated that for each and every violation of said last named stipulation, said Contractor shall forfeit, as penalty to the said Owner, \$25.00 for each workman employed in the execution of this Contract, or by any subcontractor under this Contract, for each calendar day during which said workman is required or permitted to labor more than eight (8) hours in any one (1) calendar day or more than forty (40) hours in any one (1) calendar week in violation of the provisions of said Labor Code.

2. In accordance with the provisions of Labor Code section 1776, the Contractor, and each subcontractor, shall also keep an accurate record showing the names and actual hours worked for all workers employed by him in connection with the Work contemplated by the Agreement, which record shall be open at all reasonable hours to the inspection of the Owner or its officers or agents, and to the Chief of the Division of Labor Statistics and Law Enforcement or the Department of Industrial Relations, his deputies or agents.

3.5.2    Apprentice Employment:

1. Pursuant to the provisions of Labor Code section 1777.5, the Contractor or subcontractor employing tradesmen in any apprenticeable occupation shall apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a Certificate of Approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the Contract. All requirements and exceptions to those requirements set forth herein for Apprenticeship Employment are contained in Labor Code section 1777.5 and are available from the applicable Joint Apprenticeship Committee.
2. The Contractor shall make contributions to funds established for the administration of the apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.
3. The Contractor and any subcontractor under him shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

3.5.3    Wage Rates:

1. Pursuant to Labor Code section 1770, et seq., each laborer or mechanic of Contractor or any subcontractor engaged in work on the Project under this Contract shall be paid not less than the hourly wage rate of per diem wages set forth in the prevailing wage rate schedule published by the Director of Industrial Relations regardless of any contractual relationship which may be alleged to exist between Contractor or any subcontractor and such laborers and mechanics.
2. Any laborer or mechanic employed to perform work on the Project under this Contract, which work is not covered by any of the foregoing classifications, shall be paid not less than the prevailing rate of per diem wages specified herein for the classification which most nearly corresponds to the work to be performed by him.
3. The foregoing specified prevailing wage rates are minimum rates only, and the Contractor may pay any wage rate in excess of the applicable rate contained in this Contract.
4. Pursuant to Labor Code section 1775, the Contractor as a penalty to the Owner shall forfeit \$50.00 for each calendar day, or portion thereof for each worker paid less than prevailing rate established by the Department of Industrial Relations for such work or craft in which such worker is employed. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.
5. An error on the part of an awarding body does not relieve the Contractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code sections 1770 - 1775.
6. All Contractors and subcontractors are subject to the provisions of Labor Code sections 1810-1814 which provide that the maximum hours a worker is to be employed is limited to eight (8) hours a day and forty (40) hours a week and the Contractor or subcontractor shall forfeit, as a penalty, \$25.00 for each worker employed in the execution of the Contract for each calendar day during which a worker is required or permitted to labor more than eight (8) hours in any calendar day or more than forty (40) hours in any calendar week and is not paid overtime.

7. Labor Code section 1815 requires that notwithstanding the provisions of sections 1810-1814, employees of Contractors who work in excess of eight (8) hours per day and forty (40) hours per week shall be compensated for all hours worked in excess of eight (8) hours per day at not less than 1-1/2 times the basic rate of pay.
8. In the case of federally funded projects, where federal and state prevailing wage requirements apply, compliance with both is required. This project is funded in whole or part by federal funds. Contractor's attention is directed to the requirements of, and compliance with the Copeland Act (18 U.S.C. 874 and 29 CFR Part 3), the Davis-Bacon Act (40 U.S.C. 3141-3147), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701).
9. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by Contractor and subcontractors, Contractor and subcontractors shall pay not less than the federal minimum wage rate which most closely approximates the duties of the employees in question.
10. Interested parties can obtain the current wage information by submitting requests to the Department of Industrial Relations, Division of Labor Statistics and Research, PO Box 420603, San Francisco CA 94142-0603, Telephone (415) 703-4708 or by referring to the website at <http://www.dir.ca.gov/dlsr/PWD>. The rates at the time of the bid advertisement date of a project will remain in effect for the life of the project in accordance with the California Code of Regulations, as modified and effective January 27, 1997.
11. Copies of the applicable state prevailing wage rates are on file with the County of El Dorado, Air Quality Management District, 330 Fair Lane, Placerville, California 95667, and they are available to any interested party on request.

**3.5.4** **Certified Payroll:** As required under the provisions of Labor Code section 1776 Contractor and subcontractors shall keep accurate payroll records:

1. The payroll records shall show the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee by him or her in connection with the Project.
2. A certified copy of all payroll records enumerated above shall be available for inspection at all reasonable hours at the principal office of the Contractor as follows:
  - a. Make available or furnish to the employee or his or her authorized representative on request.
  - b. Make available for inspection or furnished upon request to a representative of the Owner, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
  - c. Make available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the Owner, the Division of Labor Standards Enforcement, or the Division of Apprenticeship Standards. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractor, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.

**3.5.5** **Discrimination In Employment:** No discrimination shall occur in the employment of persons upon the Work because of race, color, sex, national origin, or ancestry or religion of such persons.

**3.5.6** Convict-Made Materials: Except as may be provided by law, the Contractor agrees that no materials manufactured or produced in a penal or correctional institution shall be incorporated in the construction under this Contract.

### **3.6 TAXES**

**3.6.1** Contractor Pays Taxes: The Contractor and subcontractors shall pay all local, state, and federal taxes upon labor or materials involved in their branch of the Work, cost of same to be included in the Contract price.

### **3.7 COMPLIANCE WITH LAW AND LOCAL REQUIREMENTS**

**3.7.1** Regulations: The Contractor and all subcontractors shall conform to and abide by all city, county, and state laws, ordinances, rules, and regulations, as the same pertain to the Work contemplated by said Plans and Contract Documents.

**3.7.2** Permits, Licenses, and Fees: The County shall procure and pay for all permits and inspection fees that may be required to commence, carry on, and complete the Contract. Contractor shall be responsible for all applicable license fees.

**3.7.3** Patent Rights, Copyrights, Trade Names, and Royalties: The Contractor shall indemnify and save harmless the Owner and all persons acting under him for all liability on account of any patent rights, copyrights, or trade names which may affect the articles or materials or their application under the Contract Documents. The Contractor shall pay all royalties, or other charges that may arise, due to methods, types of construction, processes, materials or use of equipment, and shall hold the Owner harmless from any charges whatsoever which may arise, and shall furnish written assurance, satisfactory to the Owner, that such charges have been paid.

### **3.8 INDEMNIFICATION**

**3.8.1** Owner Not Liable for Damages: The Owner 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 its construction and before acceptance and the said Contractor shall assume all liabilities of every kind or nature arising from said Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the Owner and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever, other than for the active negligence of the Owner, its officers, agents and employees.

**3.8.2** Owner Not Liable for Debts: Indebtedness incurred for any cause in connection with this Work must be paid by the Contractor, and the Owner is hereby relieved at all times from any indebtedness or claim other than the Contract price.

**3.8.3** Environmental Indemnification: To the fullest extent allowed by law, from and after recording of the Notice of Acceptance, Contractor shall indemnify, defend, and save harmless Owner from all losses or damages resulting from injury to or death of any person and damage to property, and any fine, which is occasioned by or arises out of any breach of Environmental and Toxics Warranty, representations, or covenants of Contractor under this Contract. Contractor further agrees to indemnify and hold harmless Owner, its officers, employees, and agents, from and against any and all liability as follows:

1. Including all foreseeable and all unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal of hazardous materials in any location by Contractor, and
2. Including, without limitation, the cost of any required or necessary repair, cleanup, or detoxification and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following filing of the Notice of Acceptance to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of hazardous materials by any person on the Project prior to filing of the Notice of Acceptance.

Contractor's obligations pursuant to the foregoing indemnity shall survive the filing of the Notice of Acceptance of the Project.

3. This agreement as to indemnity and reimbursement as above set forth to be undertaken by the Contractor shall survive the performance of the remainder of said Contract and shall remain in full force and effect notwithstanding such performance.
4. The foregoing duties of indemnity shall not apply to loss, damage, expense, or liability caused solely by the active negligence of the Owner or the Owner's agents, servants or independent contractors.

### **3.9 WORK REQUIREMENTS**

- 3.9.1 Conduct of Work: The Contractor shall confine the storage of his equipment and materials to limits as designated. He shall at all times exercise due caution and provide all necessary barricades and other safety equipment around the Work to protect the general public from injury to person and property during the entire time of performance of the Work. The Contractor shall not create excessive dust or noise.
- 3.9.2 Maintenance of Site: Strict prohibition against committing nuisances in or about the Work shall be maintained, and the Contractor shall not in any way obstruct or interfere with movements of traffic on any public right of way without first obtaining the necessary approval of the proper public agency. Contractor shall be solely responsible for providing a safe place to work for its employees and for employees of its subcontractors and suppliers or material and equipment, for adequacy of and required use of all safety equipment, and for full compliance with aforesaid laws, orders, citations, rules, regulations, standards, and statutes.
- 3.9.3 Clean Up of Site: The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.
- 3.9.4 Cutting and Patching:
1. The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.
  2. The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### **3.10 SUPERINTENDENT**

- 3.10.1 Work Superintendent: The Contractor will employ and maintain on the worksite a qualified supervisor or Superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the sites. The Superintendent shall have full authority to act on behalf of the Contractor, and all communications given to the Superintendent shall be as binding as if given to the Contractor. The Superintendent shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

### **3.11 LABOR AND MATERIALS**

- 3.11.1 Skilled Labor: All labor must be especially skilled for each kind of work, and must be thorough and first class in all respects. Any person whom the Inspector or Owner may deem incompetent or disorderly shall be promptly discharged from the Project and not re-employed.



- 3.11.2 **Quality of Materials:** All materials used on this Contract shall be new and the best market quality, unless specified or shown otherwise. All Work executed under this Contract shall be done in the best, most thorough, substantial and workmanlike manner and without flaws. All materials and labor shall be subject to the approval of the Inspector as to its quality and fitness, and shall be immediately removed if it does not meet with his approval. The Inspector may refuse to issue the Certificate for Payment until all defective materials or work have been removed and other material of proper quality substituted therefore. All removal and replacement with same shall be done at the Contractor's expense. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

## **ARTICLE 4**

### **ADMINISTRATION OF CONTRACT**

#### **4.1 ADMINISTRATION OF CONTRACT**

- 4.1.1 **Contract Communications:** Unless otherwise provided in the Contract or when direct communications have specifically been authorized, all parties shall communicate through the Owner's Representative or the Inspector if the Owner so directs. Communications by and with the subcontractors and material suppliers shall be through the Contractor. Communications by Contractor to separate contractors, architect, or County employees shall be through the Owner's Representative or Project Manager.
- 4.1.2 **Control of Work:** The Owner's Representative or the Inspector will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Owner's Representative or the Inspector will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Owner's Representative or the Inspector will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the Work.
- 4.1.3 **Recommendation for Payments:** Based on his or her observations and evaluations of the Contractor's Applications for Payment, the Owner's Representative will review amounts due the Contractor and will recommend to Owner, payments to Contractor as set forth in the section entitled CERTIFICATION FOR PAYMENTS.
- 4.1.4 **Inspector's Authority:** The Inspector will have the authority to stop work whenever necessary to ensure a proper execution of the Work. The Inspector will also have authority to reject Work which does not conform to the Contract Documents. Whenever the Inspector considers it necessary or advisable for implementation of the intent of the Contract Documents, the Inspector will have authority to require additional inspection or testing of the Work in accordance with the following section whether or not such Work is fabricated, installed, or completed. However, neither this authority of the Inspector nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Inspector to the Contractor, subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work. In the event an Inspector is not appointed by the Owner, the Owner's Representative shall have the authority set forth herein.

#### **4.2 INSPECTION AND TESTING**

- 4.2.1 **Advance Notice:** Contractor shall provide Owner's Representative seventy-two (72) hours' notice prior to beginning work at a specific location and for a specific department. Contractor shall notify Owner's Representative and Inspector forty-eight (48) hours prior to any day in which Contractor will 1) require an inspection of any portion of the Work, 2) work in excess of eight (8) hours or any time Contractor intends to work weekends, and 3) require shut down of all or any portion of building systems (electrical, plumbing, fire, mechanical, etc.). Any work not performed subject to inspection will not be accepted and will be rejected and/ or ordered removed by Owner, or Inspector.
- 4.2.2 **Access to Work:** The Owner's Representative, the Architect, the Project Manager, and the Inspector will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State Agency shall be permitted to inspect all Work, materials, payrolls, and records on

personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

**4.2.3** Costs of Tests: The Owner shall bear all costs related to testing for conformance of the Work to the Contract requirements. However, if the Contractor has called for any testing, and that test fails, subsequent tests, and all related costs, shall be borne by the Contractor.

**4.2.4** Preparation of Change Orders: The Owner's Representative or the Inspector, if one is appointed, will prepare Change Orders, and may authorize minor changes in the Work as provided in the section entitled CHANGES IN WORK.

### **4.3 CLAIMS**

**Subject to the provisions of Article 23 in the Contract, the following apply:**

**4.3.1** Concealed or Unforeseen Conditions: It is understood by both parties that Contractor has made a pre-contract investigation of the site. All concealed, unforeseen, or materially differing conditions are the responsibility of the Contractor in the absence of an actual material, intentional misrepresentation by the Owner as to the conditions on the site. Contractor shall give written notice of any conditions encountered at the site which are unforeseen, concealed, or materially different from those set forth in the Plans or Contract Documents, or ordinarily encountered and generally recognized as inherent in the Work. Such written notice shall be given within five (5) calendar days of his discovery of any such facts.

**4.3.2** Notice of Discovery of Hazardous Waste or Unusual Conditions:

1. The Contractor shall promptly, and before the following conditions are disturbed, notify the Owner in writing, in the event the Contractor encounters any of the following:
  - a. Material that the Contractor believes may be hazardous waste, as defined in Health and Safety Code section 25117 that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  - b. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.
2. The Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work shall issue a change order under the procedures described herein.
3. In the event a dispute arises between the Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for in the contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the Contractor and the Owner.

**4.3.3** Time Limits on Claims: Claims by Contractor must be made within ten (10) calendar-days after occurrence of the event giving rise to such Claim, except that claims made due to delay or hindrances which Contractor claims was caused by Owner shall be made within five (5) calendar-days after occurrence of the event giving rise to such Claim. Claims must be made by written notice. Failure to make such claim in writing in the time set forth herein shall bar Contractor from recourse for such claim. All claims must be filed on or before the payment date of Final Payment.

#### 4.3.4 Claims for Additional Costs:

1. If Contractor wishes to make a Claim for an increase in the Contract Price, he shall give the Owner written notice thereof within the time set forth in Paragraph 4.3.3. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall, as soon as possible, advise Owner of his intent to do the Work.
2. Increases in Contract Price due to Claims shall be calculated based on the Cost Reimbursement method detailed in Paragraph 5.4.1.3.
3. Under no circumstances shall Contractor recover any administrative overhead costs or recover on the basis of any "Home Office" damages formula, "Total Cost" recovery formula, or any other such formula.

#### 4.3.5 Claims for Additional Time:

1. If the Contractor wishes to make Claim for an increase in the contract term, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate probable effect of delay on progress of the Work.
2. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.
3. The Owner shall not be liable for any damages on account of any reasonable delay or hindrance of the Owner. However, Contractor shall be entitled to an extension of time for any delay or hindrance caused by the Owner. Any delay or hindrance by Owner which is unreasonable and not within the contemplation of the parties may subject Owner to a claim for damages. Contractor shall make any claims in writing within the time set forth in Paragraph 4.3.3., for any unreasonable delay or hindrance caused by Owner, and specifying the cause thereof as required in paragraph "Submittal of Claims".

4.3.6 Submittal of Claims: Any disputes relating to this Contract, or its breach, which is not disposed of by agreement shall be promptly submitted as a claim to the Owner's Representative who shall issue a written response on the dispute. Claims shall be submitted by the Contractor to the Owner's Representative with adequate supporting data and include a demand for the Owner's Representative's decision. Adequate supporting data shall include, but is not limited to, a statement of the reasons for the asserted entitlement, the certified payroll, invoice for material and equipment rental, and an itemized breakdown of any adjustment sought.

4.3.7 Submission Under Penalty of Perjury: The Contractor shall certify, at the time of submission of a claim, as follows:

"I certify under penalty of perjury under the laws of the State of California, that the claim is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the contract adjustment for which the Owner is liable.

By: \_\_\_\_\_  
“(Contractor's signature)”

4.3.8 Third Party Claims: Owner will notify Contractor of receipt of any third-party claim relating to the contract within five (5) calendar days of receipt of such claim.

## **4.4 DISPUTE RESOLUTION**

4.4.1 Continue Work During Dispute: In the event of any dispute between the Owner and the Contractor, the Contractor will not stop Work but will prosecute the work diligently to completion in the manner directed by the Owner, and the dispute shall be resolved as set forth herein after completion of the Work. However, all disputes must be submitted by Contractor in accordance with the subsequent provisions of this section.

4.4.2 Requirements for Filing a Claim: For any claim subject to this Article, the following requirements apply: the claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by this contract for the filing of claims.

1. For claims of less than fifty thousand dollars (\$50,000.00), the Owner shall respond in writing to any written claim within forty five (45) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claims or relating to defenses or claims the Owner may have against the Contractor, any additional documentation supporting the claim or relating to defenses to the claim the Owner may have against the Contractor.

If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the Owner and the Contractor.

The Owner's written response to the claim, as further documented, shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation or within a period of time not greater than that taken by the Contractor in producing the additional information, whichever is greater.

2. For claims of over fifty thousand dollars (\$50,000.00) and less than or equal to three hundred seventy-five thousand dollars (\$375,000.00), the Owner shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to the defenses or claims the Owner may have against the Contractor.

If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the Owner and the Contractor.

The Owner's written response to the claim, as further documented, shall be submitted to the Contractor within thirty (30) days of receipt of the further documentation, or a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3. If the Contractor disputes the Owner's written response, or the Owner fails to respond within the time prescribed, the Contractor may so notify the Owner, in writing, either within fifteen (15) days of receipt of the Owner's written response or within fifteen (15) days of Owner's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the Owner shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
4. If following the meet and confer conference the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Government Code section 900, et seq. and in accordance with Public Contract Code section 20104.2.

4.4.3 Owner's Review of Claim: The Owner's Representative shall review the facts pertinent to the claim, secure assistance from legal and other advisors, coordinate with the contract administrators, and promptly provide a written response. The response shall be furnished to the Contractor by certified mail, return receipt requested, or any other method that provides evidence of receipt. The Owner's Representatives' response shall be final and conclusive except as is otherwise provided herein.

4.4.4 Claims Exempt from Review: The procedures and remedies provided in this Section 4.4 do not apply to:

1. Any claims by the Owner.
2. Any claim for or respecting personal injury or death or reimbursement or other compensation arising out of or resulting from liability for personal injury or death.
3. Any claim or dispute relating to stop payment requests or stop notices.

4. Any claim related to the approval, refusal to approve, or substitution of subcontractors, regardless of tier, and suppliers.

**4.4.5** Suit in El Dorado County Only: Any litigation arising out of this Contract shall be brought in El Dorado County. The Owner and the Contractor shall follow procedures established for all civil actions filed to resolve claims pursuant to Public Contract Code section 20104, et seq., including but not limited to section 20104.4.

**4.4.6** Payment of Undisputed Portion of Claim: Payment by Owner of undisputed portion of claim; interest on judgment.

1. Owner shall pay Contractor such portion of a claim which is undisputed except as otherwise provided in the contract.
2. In any suit filed pursuant to Public Contract Code section 20104.4, the provisions of section 20104.6 shall apply.
3. The rate of interest payable on unpaid and undisputed claims shall be seven percent (7%) per annum. Interest shall begin to accrue sixty-one (61) days after the Contractor submits to the Owner information in sufficient detail to enable the Owner to accept the claim statement.
4. The rate of interest payable on any judgment shall not exceed seven percent (7%) per annum in accordance with Civil Code section 3287 et seq.

## **ARTICLE 5**

### **CHANGES IN WORK**

#### **5.1 WAIVER**

**5.1.1** Waivers of Contract Provisions: It is expressly understood and agreed that no waiver granted by the Inspector or the Owner of any term, provision, or covenant of this Contract shall constitute a precedent for breach of the same or any other terms, provisions, or covenants of this Contract.

#### **5.2 CHANGES**

**5.2.1** Owner May Order Changes in Work: The Contractor agrees that the Owner, without invalidating the Contract, may order changes in Work by altering, adding to, or deducting from the Work, the Contract Amount and Time being adjusted according to the provisions of Section 5.4 and Section 5.5.

**5.2.2** Cost Proposals: Upon request of the Owner for a quotation on the change to the Work, the Contractor shall promptly submit to Owner's Representative, and the Inspector, if one is appointed, in writing a detailed breakdown of the work and of the amount of deduction or addition claimed. In no case shall Cost Proposals be provided later than ten (10) calendar days from the date requested. The Owner's request for quotations on alterations to the Work shall not be considered authorization to proceed with the work prior to issuance of a Change Order, nor shall such request justify any delay in existing work. If Contractor fails to provide Cost Proposals within ten (10) calendar days, Owner may prepare the Cost Proposal based on estimates of labor, materials, and equipment. This proposal, prepared by Owner, shall be binding on the Contractor, will become the basis for Contract Price adjustment, and shall not be subject to dispute or claim.

**5.2.3** Contract Change Instrument: Changes in work involving a change in Contract Price or contract term shall be done only pursuant to an Architect's Supplemental Instructions (if applicable) or Change Order, as set forth below in this article.

**5.2.4** Changes Shall Conform to Contract: Changes in work shall be performed in conformance with applicable provisions of the Contract Documents, and the Contractor shall proceed promptly unless otherwise provided in the Architect's Supplemental Instructions (if applicable) or Change Order.

### 5.3 CONTRACT CHANGE INSTRUMENTS

5.3.1 Architect's Supplemental Instructions (ASI) (if applicable): The Owner's Representative or the Architect, may order minor changes in work by use of an Architect's Supplemental Instruction. These minor changes will involve neither changes in the Contract Price or contract term. If the Contractor disagrees that the change does not involve a change in cost or time, then a Change Order shall be used.

5.3.2 Change Order (CO): The Change Order shall be used in cases where Owner and Contractor agree on the change in work, the amount of or method of computing the Contract Amount, and the amount of adjustment in contract term.

### 5.4 BASIS OF ADJUSTMENT

5.4.1 Methods of Adjustment: The amount of adjustments to Contract Price, whether a credit or payment, shall be computed by one of the methods detailed below. The method used shall be at the sole determination of the Owner.

1. Unit Prices: Those prices stipulated in the Bid Proposal shall be utilized where they are applicable. In the event the change in original quantity is in excess of twenty-five (25) percent of the original bid quantity, and the total dollar value of that bid is greater than \$5,000, the Owner shall review the unit price to determine if a new unit price shall be renegotiated. Unit prices for new items shall be negotiated and mutually agreed upon.
2. Lump Sum: A total lump sum for the Work has been negotiated between Owner and Contractor, as described more fully in Article 3 of the Agreement for Construction Services. Changes to the lump sum contract price sought may be made pursuant to a Change Order, subject to Contractor demonstrating satisfaction of the criteria set forth in Article 3.
3. Cost Reimbursement (Extra Work): In this method, the payment for Extra Work shall be made on a time and expense basis that is on an accounting of the Contractor's forces, materials, equipment, and other items of cost as required and used to do the Work. Payment will be made for the documented actual cost of the following:
  - a. Costs of direct labor, excluding supervisory personnel, including social security, old age and unemployment insurance, fringe benefits required by agreement, labor insurance and labor taxes established by law.
  - b. Costs of materials, supplies, and equipment, including cost of transportation and sales tax, whether incorporated if paid for by the Contractor or his subcontractor.
  - c. Rental costs, prevailing in the area, of machinery and equipment for the actual time used, and including transportation costs for items having value in excess of \$100.00.
  - d. Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work.

To the above cost the Contractor shall be allowed a markup of fifteen (15) percent on direct labor charges and fifteen (15) percent for all other cost items. When any or all of the Extra Work is done by one of the Contractor's subcontractors, the markups set forth above shall be applied to the subcontractor's actual costs to which a five (5) percent markup shall be allowed the Contractor. These markups shall be considered to be full compensation, covering the cost of general supervision, administration, overhead, profit, and any and all other general expenses, including, but not limited to, uniforms, hand tools, safety equipment, travel and lodging.

### 5.5 EXTENSION OF TIME FOR COMPLETION

5.5.1 Contractor Delayed or Hindered: Should the Contractor be delayed or hindered in the completion of the Work by the neglect of the Owner, or by fire, by strikes, lockouts, embargoes or earthquakes, and any other

causes the County approves as not having been reasonably foreseeable at the time of execution of the Contract Documents, then the time allowance herein fixed for the completion of the Work shall be extended for a period equivalent to the time lost by reason of any or all of the causes aforesaid. Time extensions must be requested in accordance with Section 4.3.

5.5.2 Agreement on Time Extension: In addition, the Contractor and the Owner reserve the right to mutually agree in writing upon an extension of time for completion for causes other than enumerated above.

5.5.3 Time Extension Not Waiver: The granting of an extension of time by the Owner for performance by the Contractor shall not operate as a waiver or stop the Owner from claiming damages due to any other delays, prior or subsequent, which were not approved by the Owner as provided herein.

## **ARTICLE 6 PAYMENTS AND COMPLETION**

### **6.1 GENERAL**

6.1.1 Contract Price: The Contract Price stated in the Contract is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents as defined and subject to the provisions set forth, in Article 3 of the Agreement of Construction Services between Contractor and Owner.

6.1.2 Waiver: Neither the acceptance of the Work by the Owner nor the payment of any part or all of the sum due the Contractor hereunder shall constitute a waiver by the Owner of any claim which the Owner may have against the Contractor or Surety under this Contract or otherwise.

6.1.3 Manner of Paying Warrants: Payment becomes due under the terms of this Contract in the manner prescribed by law. The Auditor shall cause a warrant for the Certified amount to be drawn upon the proper fund of the Treasurer of the Owner, which warrant shall be approved and issued to Contractor within that period of time customarily required to process said warrants in the ordinary course of Owner's business.

### **6.2 APPLICATIONS FOR PAYMENT**

6.2.1 Submittal of Applications: The Contractor shall submit to the Owner or Owner's Representative, an Application for Payment form, which will be provided by the Owner. Such application shall be supported by such data substantiating the Contractor's right to payment as the Owner may require, such as copies of requisitions from subcontractors and material suppliers.

6.2.2 Basis for Payment: The Payment shall be based upon the total Contract price and upon percentage of completion of the Work at the time of the submittal of the application for payment.

6.2.3 Before submitting an Application for Payment (Final or Partial) the Contractor shall reach an agreement with the Project Manager concerning the percentage complete of the Work and the dollar value for which the Application for Payment may be submitted.

6.2.4 Work Free of Liens: The Contractor warrants that upon submittal of an Application for Payment, all work for which Certificates for Payment have been previously issued and payments received from the Owner shall be free and clear of liens, claims, security interests, or encumbrances against Contractor by subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment in relation to the Work.

### 6.3 CERTIFICATION FOR PAYMENT

6.3.1 Certification Determination: The Owner's Representative will review as soon as practicable for the purpose of determining whether it is a proper payment request and shall within seven (7) days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certification for Payment, with a copy to the Contractor, for such amount as determined to be properly due, or notify the Contractor of the reasons why the payment request is not proper and for withholding certification of payment in whole or in part as provided in Section 6.4.1.

6.3.2 The Owner shall pay or cause to be paid to Contractor, an amount equal to ninety five percent (95%) as noted in Section 6.4.3 of the amount set forth in the approved Certificate for Payment within thirty (30) days of receipt of an Application for Payment approved by the Owner's representative as provided for in Paragraph 6.3.1 above, and shall retain the remaining five percent (5%) as noted in 6.4.3 until the time provided for in Section 6.6.4. The Owner shall withhold amounts pursuant to stop notices received in addition to the retainage. Failure of Owner to make payments provided herein in a timely manner shall not constitute a default by the Owner of the Contract, but may entitle the Contractor to interest as provided by law.

### 6.4 WITHHOLDING FROM PAYMENTS

6.4.1 Reasons for Withholding: The Owner may withhold payments, or on account of subsequently discovered evidence nullify the whole or a part of any progress or retention payments to such extent as may be necessary to protect the Owner from loss on account of:

1. Defective work or material not remedied or replaced.
2. The filing of claims or Stop Notices to withhold, or reasonable evidence indicating probable filing of such claims or notices.
3. Failure of the Contractor to make payments properly to subcontractors, or for materials or labor.
4. Failure to make payments to any person or entity for financial obligations of the Contractor under terms of this Contract.
5. A reasonable doubt that the Contract can be completed for the balance then unpaid.
6. Damage to another contractor.
7. Performance of work in violation of the terms of the Contract Documents.
8. Excessive costs to Owner.
9. Failure of Contractor to comply with requirements for timely submittal of specified documentation, including but not limited to construction schedules, cost proposals, and submittals.

6.4.2 Release of Payment: When the above grounds for withholding are removed, payment shall be made for amounts withheld because of them.

6.4.3 Method of Retainage: The Department will retain 5% of the value of each progress payment from each progress payment. The retained funds shall be retained until thirty-five (35) days after recordation of the Notice of Acceptance, as applicable.

### 6.5 SUBSTITUTE SECURITIES FOR RETENTION

6.5.1 Substitution of Securities: Bidders are hereby put on notice that the successful bidder may substitute securities for any monies withheld by the County of El Dorado to insure performance of the Contract pursuant to Public Contract Code section 22300. This section provides that the Contractor may elect to receive 100 percent of payments due under the Contract Documents from time to time, without retention from any portion of the payment by the County of El Dorado, by depositing eligible securities of equivalent value with the County of



El Dorado or qualified escrow agent in accordance with the provisions of Public Contract Code section 22300. Eligible securities shall be limited to those listed in Government Code section 16430, or bank or savings and loan certificates of deposit from a qualified institution. Any such escrow agreement shall follow the form set forth in Public Contract Code section 22300(f) and provided by the Owner.

## **6.6 FINAL COMPLETION AND PAYMENT OF RETAINAGE**

- 6.6.1 Affidavit of Payment:** After the date of Substantial Completion of the Work, and before final acceptance of the Work, the Contractor shall file with the Owner his affidavit, sworn to before a Notary Public, stating that all workmen and persons employed, all firms supplying materials, and all subcontractors upon the project for either labor or material have been paid in full, except certain items, if any, to be set forth in such affidavit covering disputed claims, including claims for acceleration, disruption, delays, inefficiencies, and hindrance, or items in connection with which Stop Notices have been filed under the provisions of the Statutes of the State of California. The filing of such affidavit by the Contractor shall be one of the prerequisites to the making, by the Owner, of the final retainage payment on the Contract.
- 6.6.2 Final Inspection:** Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of the Application for Payment, the Owner will promptly make such inspection. The Contractor shall complete all punch list items within two (2) weeks of receipt of the written punch list. When the Owner's Representative finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner's Representative will promptly recommend to Owner that Owner may consider the Project complete, accept the project, and that the Notice of Acceptance may be issued.
- 6.6.3 Final Certification:** Before issuance of payment, Contractor shall file, with Owner, a certificate in which he certifies that to the best of the Contractor's knowledge, information, and belief, and on the basis of observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents.
- 6.6.4 Payment of Retention:** Thirty-five (35) days after the Notice of Acceptance has been filed, provided the Work is fully completed and the Contract fully performed, the balance due under the Contract shall be paid, less any monies held for stop notices. Payment shall not be construed as an absolute acceptance of the work done up to the time of such payment. The Contractor, if requested by the Owner, shall furnish receipts or other vouchers showing his payments for materials and labor. Owner may withhold from payment an amount not to exceed 150 percent of any amount in dispute.
- 6.6.5 Notice of Acceptance:** The Work shall be accepted in writing in the form of a Notice of Acceptance when the whole of the work has been completed satisfactorily to the Owner. In judging the Work, no allowance for deviations from the original Contract Documents will be made unless already approved in writing at the proper times and in the manner as called for herein.

## **ARTICLE 7**

### **PROTECTION OF PERSONS AND PROPERTY**

#### **7.1 PROTECTION OF WORK, PROPERTY, AND PERSONS**

- 7.1.1 Responsible for Damage to Owner's Property:** The Contractor shall be entirely responsible for any damage to the property of the Owner due to careless handling of tools and/or materials or other causes attributed to the Contractor's Work in performing this Contract.
- 7.1.2 Responsible for Safety:** The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction. Contractor shall be solely responsible for providing a safe place to work for its employees and for employees of its subcontractors and suppliers or material and equipment, for adequacy of and required use of all safety equipment, and for full compliance with aforesaid laws, orders, citations, rules, regulations, standards, and statutes.

- 7.1.3 Safety and Convenience:** The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. The Contractor will notify owners of adjacent utilities when prosecution of the Work may affect them.
- 7.1.4 Remedy Damages:** The Contractor will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or part, by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone of whose acts any of them would be liable, except damage or loss attributable to the sole or active negligence of the Owner or the Inspector or anyone employed by them and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

## **ARTICLE 8**

### **INSURANCE AND BONDS**

#### **8.1 INSURANCE**

##### **GENERAL INSURANCE REQUIREMENTS**

The Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Management Division and documentation evidencing that the Contractor maintains insurance that meets the following requirements:

1. Full Workers' Compensation and Employers' Liability Insurance covering all employees of the Contractor as required by law in the State of California.
2. Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: Premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors liability. This insurance can consist of a minimum \$1 Million primary layer of CGL and the balance as an excess/umbrella layer, but only if the County is provided with written confirmation that the excess/umbrella layer "follows the form" of the CGL policy. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
3. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) is required in the event motor vehicles are used by the Contractor in performance of the contract.
4. In the event Contractor is a licensed professional and is performing professional services under this contract, Professional Liability Insurance is required with a limit of liability of not less than One Million Dollars (\$1,000,000).
5. Explosion, Collapse and Underground coverage is required when the scope of work includes XCU exposures. For the purpose of this contract, XCU coverage is not required.

##### **PROOF OF INSURANCE REQUIREMENTS**

1. Contractor shall furnish proof of coverage satisfactory to the El Dorado County Risk Management Division as evidence that the insurance required herein is being maintained. The insurance will be issued by an insurance company acceptable to the Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
2. The County of El Dorado, its officers, officials, employees, and volunteers shall be included as additional insureds, but only insofar as the operations under this Contract are concerned. This provision shall apply to all general liability and excess liability policies. Proof that the County is named additional insured shall be made by providing the Risk Management Division with a certified copy, or other acceptable evidence, of an endorsement to Contractor's insurance policy naming the County additional insured.

3. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this contract for not less than three (3) years following completion of performance of this Contract.
4. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
5. Contractor shall also require each of its subcontractors to name Contractor and County, including, without limitation, its officers, officials, employees, and volunteers, as an additional insured on Subcontractor's insurance policies using ISO form CG 2010 1185, or its equivalent. Copies of endorsements from each Subcontractor will be obtained and maintained by Contractor for the duration of the Work, and for ten years following completion of the Work.

#### **INSURANCE NOTIFICATION REQUIREMENTS**

1. Contractor agrees no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to the County of El Dorado, Air Quality Management District, Air Pollution Control Officer, at 330 Fair Lane, Placerville, California 95667.
2. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires at any time or times during the term of this Contract, Contractor shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event. New certificates of insurance are subject to the approval of the Risk Management Division.

#### **ADDITIONAL STANDARDS**

Certificates shall meet such additional standards as may be determined by the Department either independently or in consultation with the Risk Management Division, as essential for protection of the County.

#### **COMMENCEMENT OF PERFORMANCE**

Contractor shall not commence performance of this Contract unless and until compliance with each and every requirement of the insurance provisions is achieved.

#### **MATERIAL BREACH**

Failure of Contractor to maintain the insurance required herein, or to comply with any of the requirements of the insurance provisions, shall constitute a material breach of the entire Contract.

#### **REPORTING PROVISIONS**

Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

#### **PRIMARY COVERAGE**

The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

#### **PREMIUM PAYMENTS**

The insurance companies shall have no recourse against the County of El Dorado its officers, agents, employees, or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

#### **CONTRACTOR'S OBLIGATIONS**

Contractor's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Contract.

## ARTICLE 9

### UNCOVERING AND CORRECTION OF WORK

#### 9.1 DEVIATION FROM CONTRACT DOCUMENTS

- 9.1.1 **Improper Work:** If the Contractor shall vary from the Contract Documents in the form or quality of the Work, or the amount or value of the materials herein provided for, the Owner shall have the right to order such improper work or materials removed, remade, or replaced. In the event that the Work is ordered changed, any other work disturbed or damaged by such alteration shall be made good at the Contractor's expense.

#### 9.2 CORRECTION OF WORK

- 9.2.1 **Covered or Completed Work:** If any work is covered contrary to the written instructions of the Owner's Representative, or the Inspector, if one is appointed, it must, if requested, be uncovered for observation and replaced at the Contractor's expense.
- 9.2.2 **Inspection of Covered Work:** If the Owner's Representative or the Inspector, if one is appointed, considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, upon request, will uncover, expose, or otherwise make available for observation, inspection, or testing as the Inspector may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction; if, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract price or an extension of the contract term, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and construction, and an appropriate Change Order shall be issued.
- 9.2.3 **Rejected Work:** The Contractor shall promptly remove from the premises all Work rejected by Owner for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work either during the term of the Contract or during the warranty period, in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.
- 9.2.4 **Cost of Correction:** All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of written notice, the Owner may remove such Work and store the materials at the expense of the Contractor. Owner also may perform such Work or repairs itself and charge the expense to the Contractor.

## ARTICLE 10

### SUSPENSION OF CONTRACT

#### 10.1 SUSPENSION OF WORK

- 10.1.1 **Owner May Suspend:** The Owner may suspend the Work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by written notice to the Contractor which shall fix the date on which work shall be resumed.
- 10.1.2 **Resumption of Work:** The Contractor shall resume that Work on the dates so fixed. The Contractor shall be allowed an increase in the Contract price or an extension of the contract term, or both, directly attributed to any suspension.

**\* END OF CONDITIONS OF THE CONTRACT\***

## **Attachment A**

### **Scope of Work**

The successful Bidder shall furnish all personnel, subcontractors, services, tools, vehicles, and equipment to complete the following work at fifteen (15) separate County locations in accordance with Attachment B, Locations and Equipment. The successful Bidder shall:

- Remove and return the existing Level 2 electric vehicle (EV) chargers, pedestals, and cord retraction systems to the Air Quality Management District (AQMD).
- Furnish and install fifty-four (54) new ChargePoint brand Level 2 alternating current (AC) chargers in accordance with Attachment C, ChargePoint Guide.
  - EV chargers must operate on 200–240V at up to forty (40) amps
  - EV chargers must be suitable for workplace, public, and fleet charging (not direct current [DC] fast charging)
- Ensure all chargers are fully operational, including initial station activation, configuration, and commissioning.
- Use existing infrastructure for all installations as no new electrical wiring, trenching, or concrete work is expected.
- Program the EV chargers with a variable rate fee structure as determined by County's AQMD.
- Provide a minimum two (2) year warranty and support plan for all installed EV chargers, including:
  - Parts and labor coverage
  - Remote technical support
  - On-site maintenance repairs as needed, with the ability to replace key components in the field
  - Unlimited configuration changes
  - Performance reporting
  - Twenty-four seven (24/7) customer service support for users
- Provide the following radio frequency identification (RFID) Access and Subscription Services:
  - All EV chargers must include RFID card reader capability for secure access
  - System must support issuance of RFID cards to County staff for identification and usage tracking

- Subscription services must include:
  - Access control
  - Usage tracking and reporting
  - Power sharing
  - Software updates and remote diagnostics
- No subscription fees or other network fees shall apply for County fleet vehicles
- Access and reporting tools must be included at no cost for County operations
- County's AQMD will cover all electricity usage, including for County vehicles

### **Assumptions and Conditions**

- All chargers and mounting hardware shall be provided by the successful Bidder.
- The successful Bidder must comply with prevailing wage requirements and manage basic permit administration.
- Work shall be performed during regular business hours which are defined as Monday through Friday from 8 a.m. through 5 p.m., Pacific Time (no weekends, after-hours, or County-recognized holidays).
- Existing site wiring is assumed to be code-compliant and County Building Department's permits fees will be reimbursed by County's AQMD.
- No hazardous material handling or correction of code violations is required.

### **Deliverables**

- Complete removal and replacement of EV chargers at all designated sites in Attachment B.
- Full commissioning of all installed units.
- Submission of documentation confirming project completion at each site.

### **The following requirements apply to the charging equipment:**

- All public chargers must meet applicable requirements, including those of Senate Bill 454 (Corbett, Chapter 418, Statutes of 2013), the California Air Resources Board Electric Vehicle Supply Equipment (EVSE) Standards, and the California Department of Food and Agriculture Division of Measurement Standards.
- All chargers must be networked.
- A networked charger must include the following three (3) abilities.
  1. Have network connectivity with one (1) of the following:

- IEEE 802.11n for high-bandwidth wireless networking, or
  - IEEE 802.3 for ethernet for local or wide area network applications.
2. Be able to receive remote software updates, real-time protocol translation, encryption, and decryption, including:
    - Internet Protocol (IP) based processor which must support multiple protocols, and
    - Compliance with Transmission Control Protocol (TCP)/IP and IPv6.
  3. Be able to connect to a network's back-end software.
- The level two (2) connectors must be SAE standard J1772.
  - The equipment must be able to withstand extreme weather conditions associated with the deployment area, including extreme temperatures, heavy rain, snow, and high winds.
  - Display screens must be protected from malfunctions due to condensation and any local area weather conditions.
  - Chargers must be equipped with cord retraction systems.
  - The equipment must be operational at least ninety-seven percent (97%) of the standard operating hours of the charging facility for a period of five (5) years from commissioning. It will be the successful Bidder's responsibility to demonstrate this uptime requirement is met.
  - Charging equipment must be capable of supporting multiple point-of-sale methods, such as pay-per-use and subscription methods, including ability to accept a credit or debit card without incurring any additional fees. The charger may offer additional payment mechanisms, such as ISO 15118 Plug-and-Charge, a device which accepts RFID or smart cards, or payment through mobile apps. The point-of-sale and supporting network must use an open protocol to allow subscribers of other EV charging system networks to access the charging station.
  - The project must provide customer service support that is accessible twenty-four (24) hours a day, seven (7) days a week via a toll-free telephone number, an email address clearly posted near the charging equipment, and through the online portal that is available to EV drivers accessing the charging equipment. The customer support service must be capable of providing services to address customer concerns at the charging station.

# Attachment B

## Locations and Equipment

Current Charger Information							Required Chargepoint Equipment
Serial Number	Make	Model	Mounting	Location	Address		
HC1C181075824	Clipper Creek	HCS-40	Double (2 on 1 CC PMD-10R pedestal)	El Dorado Hills Library	7455 Silva Valley Parkway, El Dorado Hills		CP6021B-50A L5.5
HC1C171263017	Clipper Creek	HCS-40		El Dorado Hills Library	7455 Silva Valley Parkway, El Dorado Hills		
HC1C181075825	Clipper Creek	HCS-40	Double (2 on 1 CC PMD-10R pedestal)	El Dorado Hills Library	7455 Silva Valley Parkway, El Dorado Hills		CP6021B-50A L5.5
HC1C181076004	Clipper Creek	HCS-40		El Dorado Hills Library	7455 Silva Valley Parkway, El Dorado Hills		
HC1C180873930	Clipper Creek	HCS-40	Double (2 on 1 CC PMD-10R pedestal)	Child Support Services / Elections	3883 Ponderosa Road, Shingle Springs		CP6021B-50A L5.5
HC1C180873719	Clipper Creek	HCS-40		Child Support Services / Elections	3883 Ponderosa Road, Shingle Springs		
HC1C180873720	Clipper Creek	HCS-40	Single on CC PMD-10R pedestal	Child Support Services / Elections	3883 Ponderosa Road, Shingle Springs		CP6011B-50A L5.5
HC1C180873920	Clipper Creek	HCS-40	Single on CC PMD-10R pedestal	Child Support Services / Elections	3883 Ponderosa Road, Shingle Springs		CP6011B-50A L5.5
LC1C160136637	Clipper Creek	LCS-25	Double (2 on 1 Clipper Creek CS Pedestal)	EDH Park and Ride	4640 Post St, El Dorado Hills		CP6021B-50A L5.5
LC1C151034137	Clipper Creek	LCS-25		EDH Park and Ride	4640 Post St, El Dorado Hills		
HC1C150328244	Clipper Creek	HCS-40	Double (2 on 1 Clipper Creek CS Pedestal with cord retraction)	EDC Gov't Center	1360 Johnson Blvd, South Lake Tahoe		CP6021B-50A L5.5
HC1C150328249	Clipper Creek	HCS-40		EDC Gov't Center	1360 Johnson Blvd, South Lake Tahoe		
HC1C180873924	Clipper Creek	HCS-40	Double (2 on 1 Clipper Creek CS Pedestal with cord retraction)	EDC Gov't Center	1360 Johnson Blvd, South Lake Tahoe		CP6021B-50A L5.5
HC1C150328253	Clipper Creek	HCS-40		EDC Gov't Center	1360 Johnson Blvd, South Lake Tahoe		
HC1C181075827	Clipper Creek	HCS-40	Single on CC CS pedestal with cord retraction	South Lake Tahoe Library	1000 Rufus Allen Blvd. South Lake Tahoe		CP6011B-50A L5.5
HC1C180873926	Clipper Creek	HCS-40	Single on CC PMD-10R pedestal	Cameron Park Library	2500 Country Club Drive, Cameron Park		CP6011B-50A L5.5
HC1C160741781	Clipper Creek	HCS-40	Single on CC PMD-10R pedestal	Cameron Park Library	2500 Country Club Drive, Cameron Park		CP6011B-50A L5.5
HC1C181075819	Clipper Creek	HCS-40	Single on CC PMD-10R pedestal	Henningson Lotus Park	950 Lotus Road, Lotus		CP6011B-50A L5.5
HC1C181075823	Clipper Creek	HCS-40	Double (2 on 1 CC PMD-10R pedestal)	Henningson Lotus Park	950 Lotus Road, Lotus		CP6021B-50A L5.5
HC1C181075817	Clipper Creek	HCS-40		Henningson Lotus Park	950 Lotus Road, Lotus		
HC1C180873922	Clipper Creek	HCS-40	Double (2 on 1 CC PMD-10R pedestal)	Dept of Transportation	2441 Headington Road, Placerville		CP6021B-50A L5.5
HC1C181075822	Clipper Creek	HCS-40		Dept of Transportation	2441 Headington Road, Placerville		
HC1C181075832	Clipper Creek	HCS-40	Double (2 on 1 CC PMD-10R pedestal)	Dept of Transportation	2441 Headington Road, Placerville		CP6021B-50A L5.5
HC1C180873928	Clipper Creek	HCS-40		Dept of Transportation	2441 Headington Road, Placerville		



HC1C180873929	Clipper Creek	HCS-40	Single on CC PMD-10R pedestal	Placerville Library	345 Fair Lane, Placerville	CP6011B-50A L5.5
HC1C181075828	Clipper Creek	HCS-40	Single on CC PMD-10R pedestal	Placerville Library	345 Fair Lane, Placerville	CP6011B-50A L5.5
HC1C181076003	Clipper Creek	HCS-40	Double (2 on 1 CC PMD-10R pedestal)	Placerville Library	345 Fair Lane, Placerville	CP6021B-50A L5.5
HC1C181075820	Clipper Creek	HCS-40		Placerville Library	345 Fair Lane, Placerville	
HC1C150328248	Clipper Creek	HCS-40	Double (2 on 1 CC PMD-10R pedestal)	EDC Building B #1	360 Fair Lane, Placerville	CP6021B-50A L5.5
HC1C150328246	Clipper Creek	HCS-40		EDC Building B #2	360 Fair Lane, Placerville	
HC1C150328247	Clipper Creek	HCS-40	Double (2 on 1 CC PMD-10R pedestal)	EDC Building B #3	360 Fair Lane, Placerville	CP6021B-50A L5.5
HC1C150328250	Clipper Creek	HCS-40		EDC Building B #4	360 Fair Lane, Placerville	
HC1C150328242	Clipper Creek	HCS-40	Double (2 on 1 CC PMD-10R pedestal)	EDC Building B #5	360 Fair Lane, Placerville	CP6021B-50A L5.5
HC1C150328243	Clipper Creek	HCS-40		EDC Building B #6	360 Fair Lane, Placerville	
HC1C150328254	Clipper Creek	HCS-40	Double (2 on 1 CC PMD-10R pedestal)	EDC Building B #7	360 Fair Lane, Placerville	CP6021B-50A L5.5
HC1C150328255	Clipper Creek	HCS-40		EDC Building B #8	360 Fair Lane, Placerville	
HC1C150328252	Clipper Creek	HCS-40	Double (2 on 1 CC PMD-10R pedestal)	EDC Building B #9	360 Fair Lane, Placerville	CP6021B-50A L5.5
HC1C150328251	Clipper Creek	HCS-40		EDC Building B #10	360 Fair Lane, Placerville	
Not Available	Clipper Creek	LCS-25	Single (CC PMD-10R Pedestal)	EDC Building B Handicap	360 Fair Lane, Placerville	CP6011B-50A L5.5
HC1C180873929	Clipper Creek	HCS-40	Single on Clipper Creek CS Pedestal	EDC Building C	2850 Fair Lane Court, Placerville	CP6011B-50A L5.5
CS1C141225668	Clipper Creek	DS-100	Single on Clipper Creek CS Pedestal	EDC Building C	2850 Fair Lane Court, Placerville	CP6011B-50A L5.5
HC1C180873929	Clipper Creek	HCS-40	Single on CC PMD-10R pedestal	Building C Handicap	2850 Fair Lane Court, Placerville	CP6011B-50A L5.5
HC1C811075826	Clipper Creek	HCS-40	Double (2 on 1 CC PMD-10R pedestal)	EDC Public Health / Senior Center	937 Spring Street, Placerville	CP6021B-50A L5.5
HC1C180873923	Clipper Creek	HCS-40		EDC Public Health / Senior Center	937 Spring Street, Placerville	
Not Available	Clipper Creek	HCS-40	Double (2 on 1 CC PMD-10R pedestal)	EDC Public Health / Senior Center	937 Spring Street, Placerville	CP6021B-50A L5.5
Not Available	Clipper Creek	HCS-40		EDC Public Health / Senior Center	937 Spring Street, Placerville	
HC1C181075829	Clipper Creek	HCS-40	Double (2 on 1 CC PMD-10R pedestal)	El Dorado County Sheriff's Office	200 Industrial Dr, Diamond Springs	CP6021B-50A L5.5
HC1C181075830	Clipper Creek	HCS-40		El Dorado County Sheriff's Office	200 Industrial Dr, Diamond Springs	
HC1C181277710	Clipper Creek	HCS-40	Double (2 on 1 CC PMD-10R pedestal)	El Dorado County Sheriff's Office	200 Industrial Dr, Diamond Springs	CP6021B-50A L5.5
HC1C181277711	Clipper Creek	HCS-40		El Dorado County Sheriff's Office	200 Industrial Dr, Diamond Springs	
HC1C181075549	Clipper Creek	HCS-40	Single (CC PMD-10R Pedestal)	El Dorado County Sheriff's Office	200 Industrial Dr, Diamond Springs	CP6011B-50A L5.5
Not Available	Clipper Creek	HCS-40	Wall Mounted	El Dorado County Veteran's Hall	130 Placerville Dr., Placerville	CP6013B-50A L5.5
Not Available	Clipper Creek	HCS-40	Wall Mounted	Georgetown Library	6680 Orleans Street, Georgetown	CP6013B-50A L5.5
Not Available	Clipper Creek	HCS-40	Wall Mounted	Georgetown Library	6680 Orleans Street, Georgetown	CP6013B-50A L5.5

**TOTAL NEEDED:**

19 CP6021B-50A L5.5  
3 CP6013B-50A L5.5  
13 CP6011B-50A L5.5

## Summary of Electric Vehicle Equipment Supply Replacement Project

Site	Address	Total # of pedestals	Total # of chargers
El Dorado Hills Library	7455 Silva Valley Parkway, El Dorado Hills	2	4
EDH Park and Ride	4640 Post St, El Dorado Hills	1	2
Child Support Services / Elections	3883 Ponderosa Road, Shingle Springs	3	4
Cameron Park Library	2500 Country Club Drive, Cameron Park	2	2
Henningson Lotus Park	950 Lotus Road, Lotus	2	3
Dept of Transportation	2441 Headington Road, Placerville	2	4
Placerville Library	345 Fair Lane, Placerville	3	4
EDC Building B	360 Fair Lane, Placerville	6	11
EDC Building C	2850 Fair Lane Court, Placerville	3	3
EDC Public Health / Senior Center	937 Spring Street, Placerville	2	4
El Dorado County Sheriff's Office	200 Industrial Dr, Diamond Springs	3	5
El Dorado County Veteran's Hall	130 Placerville Dr., Placerville	1	1
SLT EDC Gov't Center	1360 Johnson Blvd, South Lake Tahoe	2	4
South Lake Tahoe Library	1000 Rufus Allen Blvd. South Lake Tahoe	1	1
Georgetown Library	6680 Orleans Street, Georgetown	2	2
		<b>35</b>	<b>54</b>

# Attachment C ChargePoint Guide



## ChargePoint® CP6000 Series — Fleet

### Specifications and Ordering Information



Dual port, pedestal mount, 23 ft cable

## Ordering Information

The order codes below represent specific product configurations. Please contact ChargePoint Sales for additional information.

Specify model number followed by the applicable code(s).

The order code sequence is: **Model-Options. Software, Services** and **Other** are ordered as separate line items.

### Hardware

Description		Order Code
Model	80A Dual port, pedestal mount, 23 ft cable	CP6021X-80A-L7
	80A Single port, pedestal mount, 23 ft cable	CP6011X-80A-L7
	80A Dual port, wall mount, 23 ft cable	CP6023X-80A-L7
	80A Single port, wall mount, 23 ft cable	CP6013X-80A-L7
Other	Bollard Concrete Mounting Kit	CP6K-CMT-NA

### Software and Services

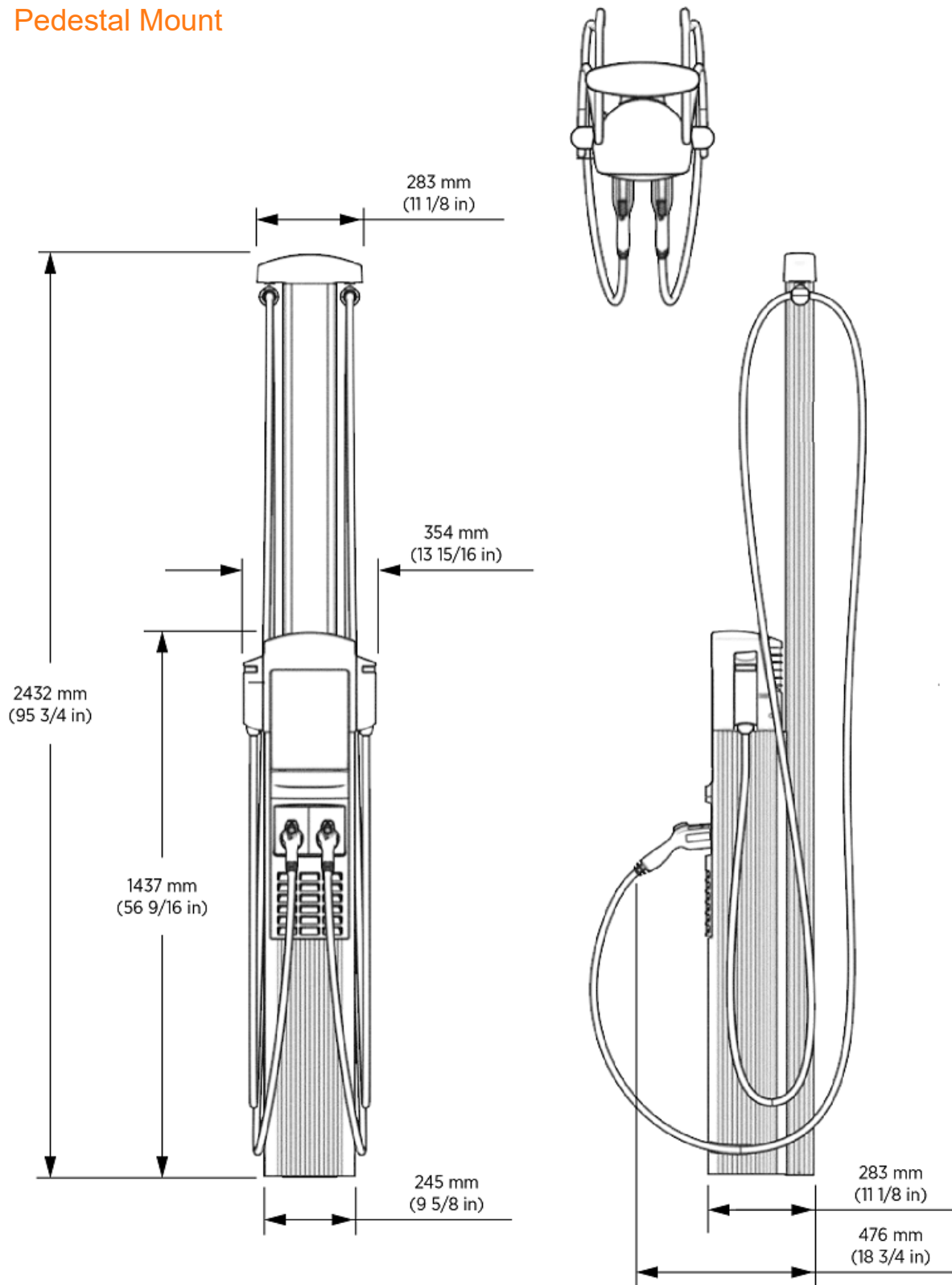
Description	Order Code
ChargePoint Power Plan	CPCLD-POWER- <i>n</i> *
ChargePoint Enterprise Plan	CPCLD-FLEETENT- <i>n</i> *
ChargePoint Fleet Commercial	CPCLD-FLEETCOMM- <i>n</i> *
ChargePoint Assure	CP6000-ASSURE- <i>n</i> *
Station Activation and Configuration	CPSUPPORT-ACTIVE
ChargePoint Site Validation	CPSUPPORT-SITEVALID
ChargePoint Installation and Validation	CP6000-INSTALLVALID

Note: All CP6000 stations require a network service plan per port.

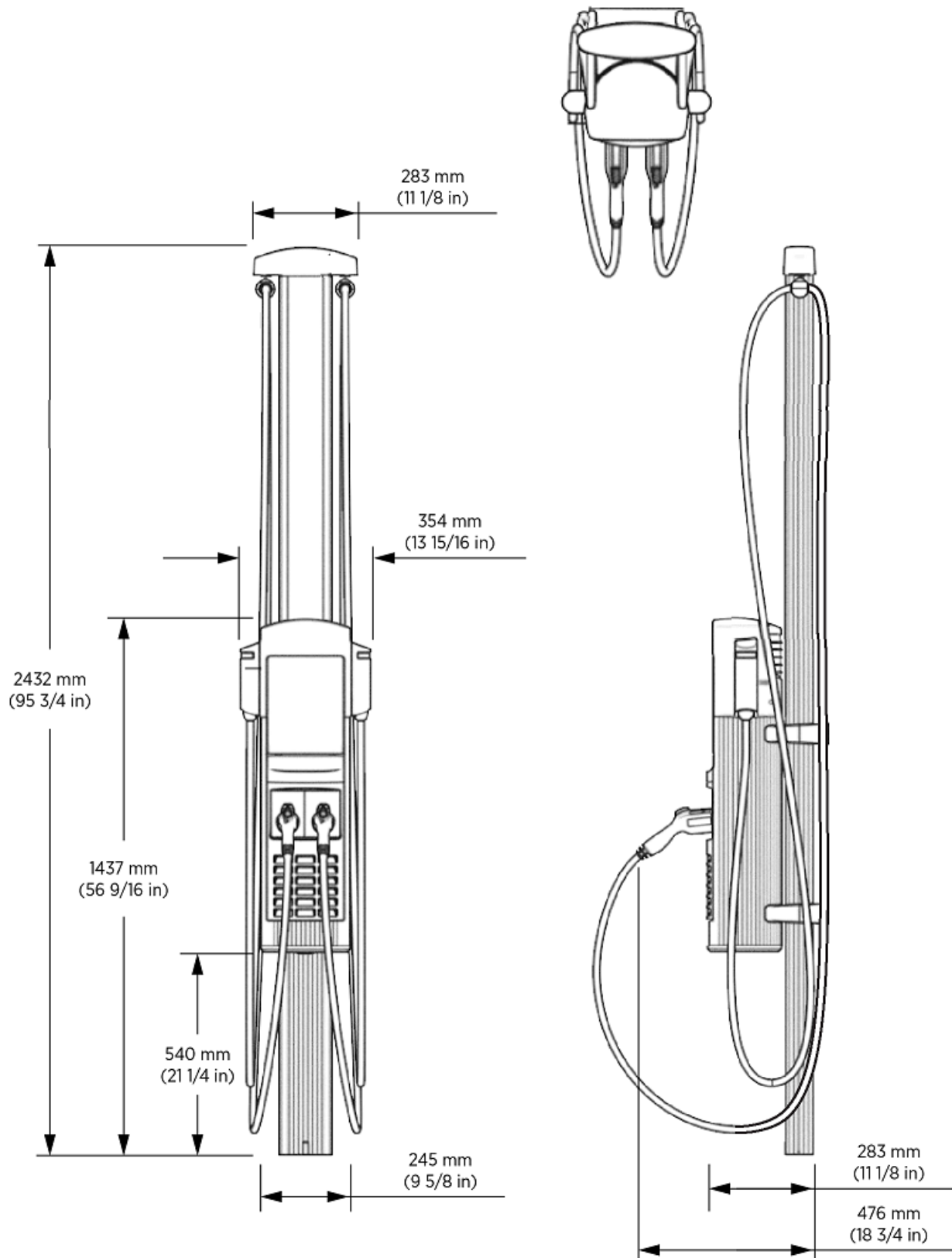
\*Substitute *n* for desired years (1, 2, 3, 4 or 5 years)

## Architectural Drawings and Dimensions

### Pedestal Mount



## Wall Mount



## General Specifications

### Electrical Input

The CP6000 supports flexible wiring and power settings up to 80A. Power Select allows stations to be installed and configured for current lower than the maximum 80A. Power Select current options include 40A, 48A, 56A, and 64A.

Power Share allows a dual-port station to share power from a single circuit across two ports, adjusting power depending on whether one or both are charging. Standard wiring uses an independent circuit for each port. Power Share can be used in combination with Power Select.

Electrical Input	Single Port (AC Voltage 208 / 240V AC)			Dual Port (AC Voltage 208 / 240V AC)		
	Input Current	Input Power Connection	Required Service Panel Breaker	Input Current	Input Power Connection	Required Service Panel Breaker
Maximum 80A (Standard)	80A	One 100A branch circuit	100A dual pole (non-GFCI)	80A x 2	Two independent 100A branch circuits	100A dual pole (non GFCI) x 2
Maximum 80A (Power Share*)	N/A	N/A	N/A	80A	One 100A branch circuit	100A dual pole (non GFCI)
Power Select** 40A - 64A (Standard)	40A - 64A	One branch circuit rated 125% of input current (50A - 80A)	Dual pole (non-GFCI) rated 125% of input current (50A-80A)	40A - 64A x 2	Two independent branch circuits rated 125% of input current (50A - 80A)	Dual pole (non-GFCI) rated 125% of input current x 2
Power Select 40A - 64A (Power Share)	N/A	N/A	N/A	40A - 64A	One branch circuit rated 125% of input current (50A - 80A)	Dual pole (non-GFCI) rated 125% of input current (50A - 80A)
Service Panel/Breaker GFCI	Do not provide external GFCI as it may conflict with internal GFCI (CCID)					
Wiring – Standard	3-wire (L1, L2, Earth) No neutral			5-wire (L1, L1, L2, L2, Earth)		
Wiring – Power Share	N/A			3-wire (L1, L2, Earth)		
Line to Ground Voltage	120V +/- 10%					

## Electrical Output

Electrical Output	Single Port (AC Voltage 208 / 240V AC)	Dual Port (AC Voltage 208 / 240V AC)
Maximum 80A (Standard)	19.2 kW (240V AC @ 80A)	19.2 kW (240V AC @ 80A)
Maximum 80A (Power Share)	N/A	19.2 kW (240V AC @ 80A) x 1 or 9.6 kW (240V AC @ 40A) x 2
Power Select 40A - 64A (Standard)	9.6 kW – 15.4 kW (240V AC @ 40A - 64A)	9.6 kW - 15.4 kW (240V AC @ 40A - 64A) x 2
Power Select 40A - 64A (Power Share)	N/A	9.6 kW - 15.4 kW (240V AC @ 40A - 64A) x 1 or 4.8 kW – 7.7 kW (240V AC @ 20A - 32A) x 2

## Mounting and Functional Interfaces

Connector Type	SAE J1772™
Number of Ports	Single, dual
Mounting	Pedestal, wall
Cable Length	23 ft (7 m)
Cable Management	Yes
Authentication	RFID: ISO 15693, ISO 14443, NEMA EVSE 1.2-2015 (UR) NFC (Tap to Charge) Remote: mobile and in vehicle (if supported by vehicle)
Locking Holster	Yes
ISO 15118	Supported by hardware

## Safety and Connectivity Features

Ground Fault Detection	20 mA CCID with auto retry
Open Safety Ground Detection	Continuously monitors presence of safety (green wire) ground connection
Plug-Out Detection	Power terminated per SAE J1772™ specifications



Power Measurement Accuracy	+/- 2% from 2% to full scale
Power Report/Store Interval	15-minute interval aligned to hour. Responsive to load management signals.
Local Area Network	Wi-Fi 2.4 GHz and 5GHz (802.11 a/n/b/g)
Wide Area Network	LTE Category 4
Network Communication Protocol	OCPP 2.0.1
Ethernet connection	Capable with accessory

## Safety and Operational Ratings

Station Enclosure Rating	Type 3R
Station Surge Protection	6 kV @ 3,000A. In geographic areas subject to frequent thunderstorms, supplemental surge protection at the service panel is recommended.
EMC Compliance	FCC Part 15 Class B
Operating Temperature	-40°C to 50°C (-40°F to 122°F)
Non-Operating Temperature	-40°C to 60°C (-40°F to 140°F)
Terminal Block Temperature Rating	105°C (221°F)
Operating Humidity	Up to 85% @ 50°C (122°F) non-condensing
Non-Operating Humidity	Up to 95% @ 50°C (122°F) non-condensing



ChargePoint, Inc.  
240 East Hacienda Avenue  
Campbell, CA 95008-6617 USA

Contact Us

Visit [chargepoint.com](https://www.chargepoint.com)

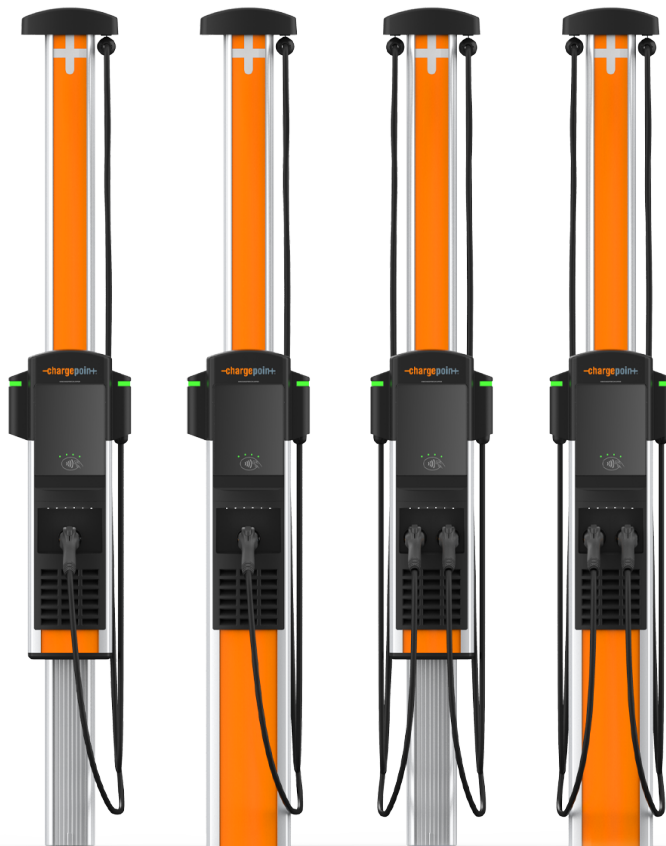
ChargePoint, Inc. ("ChargePoint") reserves the right to alter product offerings and specifications at any time without notice. ChargePoint is not responsible, and disclaims any and all liability, for typographical or graphical errors, inaccuracies, or incompleteness that may appear in this document. This document does not expand or otherwise modify ChargePoint's terms and conditions of purchase, including but not limited to the warranty expressed therein.

Copyright © 2022 ChargePoint, Inc. All rights reserved. CHARGEPOINT is a U.S. registered trademark/service mark, and an EU registered logo mark of ChargePoint, Inc. ASSURE and CHARGEPOINT AS A SERVICE are U.S. registered trademarks of ChargePoint Inc. All other products or services mentioned are the trademarks, service marks, registered trademarks or registered service marks of their respective owners

# ChargePoint CP6000 Series

## Networked Charging Station

### Installation Guide



# IMPORTANT SAFETY INSTRUCTIONS

## SAVE THESE INSTRUCTIONS

---

### WARNING:



1. **Read and follow all warnings and instructions before servicing, installing, or operating the ChargePoint® charging station.** Install and operate only as instructed. Failure to do so may lead to death, injury, or property damage, and will void the Limited Warranty.
2. **Only use licensed professionals to install your ChargePoint charging station and adhere to all national and local building codes and standards.** Before installing the ChargePoint charging station, consult with a licensed contractor, such as a licensed electrician, and use a trained installation expert to ensure compliance with local building and electrical codes and standards, climate conditions, safety standards, and all applicable codes and ordinances. Inspect the charging station for proper installation before use.
3. **Always ground the ChargePoint charging station.** Failure to ground the charging station can lead to risk of electrocution or fire. The charging station must be connected to a grounded, metal, permanent wiring system, or an equipment grounding conductor shall be run with circuit conductors and connected to the equipment grounding terminal or lead on the Electric Vehicle Supply Equipment (EVSE). Connections to the EVSE shall comply with all applicable codes and ordinances.
4. **Install the ChargePoint charging station on a concrete pad using a ChargePoint-approved method.** Failure to install on a surface that can support the full weight of the charging station can result in death, personal injury, or property damage. Inspect the charging station for proper installation before use.
5. **This charging station is not suitable for use in Class 1 hazardous locations, such as near flammable, explosive, or combustible vapors or gases.**
6. **Supervise children near this device.**
7. **Do not put fingers into the electric vehicle connector.**
8. **Do not use this product if any cable is frayed, has broken insulation, or shows any other signs of damage.**
9. **Do not use this product if the enclosure or the electric vehicle connector is broken, cracked, open, or shows any other signs of damage.**
10. **Use only copper conductor wire rated for 90 °C (194 °F).**



---

**IMPORTANT:** Under no circumstances will compliance with the information in a ChargePoint guide such as this one relieve the user of the responsibility to comply with all applicable codes and safety standards. This document describes approved procedures. If it is not possible to perform the procedures as indicated, contact ChargePoint. **ChargePoint is not responsible for any damages that may result from custom installations or procedures not described in this document or that fail to adhere to ChargePoint recommendations.**

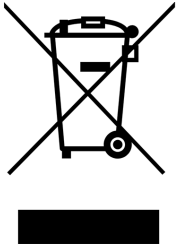
---

Product Disposal

Do not dispose of as part of unsorted domestic waste. Inquire with local authorities regarding proper disposal. Product materials are recyclable as marked.

Document Accuracy

The specifications and other information in this document were verified to be accurate and complete at the time of its publication. However, due to ongoing product improvement, this information is subject to change at any time without prior notice. For the latest information, see our documentation online at [chargepoint.com/guides](https://chargepoint.com/guides).



Copyright and Trademarks

©2013-2023 ChargePoint, Inc. All rights reserved. This material is protected by the copyright laws of the United States and other countries. It may not be modified, reproduced, or distributed without the prior, express written consent of ChargePoint, Inc. CHARGEPOINT is a US, UK, and EU registered trademark and service mark of ChargePoint, Inc. and cannot be used without the prior written consent of ChargePoint.

Symbols

This guide and product use the following symbols:



**DANGER:** Risk of electric shock



**WARNING:** Risk of personal harm or death



**CAUTION:** Risk of equipment or property damage



**IMPORTANT:** Crucial step for installation success



Read the manual for instructions



Ground/protective earth

Illustrations Used in This Document

The illustrations used in this document are for demonstration purposes only and may not be an exact representation of the product. However, unless otherwise specified, the underlying instructions are accurate for the product.



# Contents

IMPORTANT SAFETY INSTRUCTIONS ..... ii

**1 Introduction ..... 1**

    Accessing Complete Documentation ..... 2

    Power Management ..... 2

    Site Requirements ..... 2

    Bring These Tools and Materials ..... 3

    Inspect the Boxes for Contents ..... 4

**2 Install a Pedestal Mount ..... 5**

    Prepare the Pedestal for Mounting ..... 5

    Mount the Pedestal ..... 7

    Install the Housing ..... 12

    Install the CMK ..... 17

**3 Install a Wall Mount ..... 25**

    Mount the Brackets ..... 25

    Mount the CMK ..... 28

    Prepare the Housing ..... 33

    Install the Housing ..... 36

    Install the Conduit ..... 38

**4 Connect Wiring - North America ..... 39**

    Grounding Requirements ..... 39

    Install Circuit Sharing Jumpers ..... 42

    Install the Power Plate ..... 43

    Connect the Wiring ..... 44

    Check Voltages ..... 52

**5 Assemble the Station ..... 53**

    Connect the Head Assembly ..... 53

    Install Cable Clamps ..... 64

**6 Complete Station Setup** ..... **69**

    Power Up ..... 69

    Configure and Pinpoint the Station ..... 72

    Start a Charging Session ..... 75

Questions? ..... 75



# Introduction 1

The ChargePoint CP6000 is an all-purpose charging station for property owners, businesses, and municipalities. It can be mounted on a pedestal or a wall.

CP6000 charging stations are alternating current (AC) supply equipment. Once they are installed and activated, they are connected to the AC network.

**Note:** CP6000 charging stations do not have ventilation capabilities.

---

**IMPORTANT:** You must be a licensed electrician and complete online training to become a ChargePoint certified installer. If you do not complete training, you cannot access the ChargePoint network to complete installation.



Find online training at: [chargepoint.com/installers](https://chargepoint.com/installers)

If the charging station is not installed by a ChargePoint certified installer, using a ChargePoint approved method, it is not covered under warranty and ChargePoint is not responsible for any malfunctions.

---

**Note:** CP6000 charging stations are available in several configurations. The images in this guide might not match your station exactly; however, the installation steps are the same unless otherwise noted.

## Accessing Complete Documentation

Access ChargePoint documents at [chargepoint.com/guides](https://chargepoint.com/guides).

Document	Content	Primary Audiences
Datasheet	Full station specifications	Site designer, installer, and station owner
Site Design Guide	Civil, mechanical, and electrical guidelines to scope and construct the site	Site designer or engineer of record
Concrete Mounting Template Guide	Instructions to embed the charging station template in a concrete pad with anchor bolts and conduit placement	Site construction contractor
Construction Signoff Form	Checklists used by contractors to ensure the site is correctly completed and ready for product installation	Site construction contractor
Installation Guide	Anchoring, wiring, and powering on	Installer
Operation and Maintenance Guide	Operation and preventive maintenance information	Station owner, facility manager, and technician
Service Guide	Component replacement procedures, including optional components	Service technician
Declaration of Conformity	Statement of conformity with directives	Purchasers and public

## Power Management

Using ChargePoint Power Management technology, sites can install more stations than would otherwise be supported by the available electrical service. A maximum aggregate load is defined for a group of charging stations. ChargePoint cloud-based services manage the individual power output of each station (or port) to ensure the maximum load is never exceeded.

A CP6000 charging station provides up to 80 A of output current to each charging port.

## Site Requirements

Ensure that the appropriate wiring, circuit protection, and metering are in place at the installation location by reviewing the Site Design Guide and the Datasheet, as well as the wiring diagrams and grounding requirements in the Connect Wiring chapter.



**IMPORTANT:** Ensure the installation complies with all applicable codes and ordinances.

## Bring These Tools and Materials

To install CP6000 charging stations, you need the following tools:



L wrench - Torx end (T25)  
*included, combined with 4 mm hex*



L wrench - Hex end (4 mm)  
*included, combined with T25 Torx*



Mini-ratchet wrench



Torx screwdriver (T25)



Adjustable torque wrench  
nut size 4 mm and 24 mm



8 mm hex wrench



Wire stripper



Level



Multimeter  
(solenoid type voltmeter preferred)



Diagonal wire cutter



CMK ball removal (included)



#3 Philips screwdriver



Drill and tap for appropriate wall  
attachment hardware  
(wall mount stations only)



10 mm socket



Protective cut-proof gloves

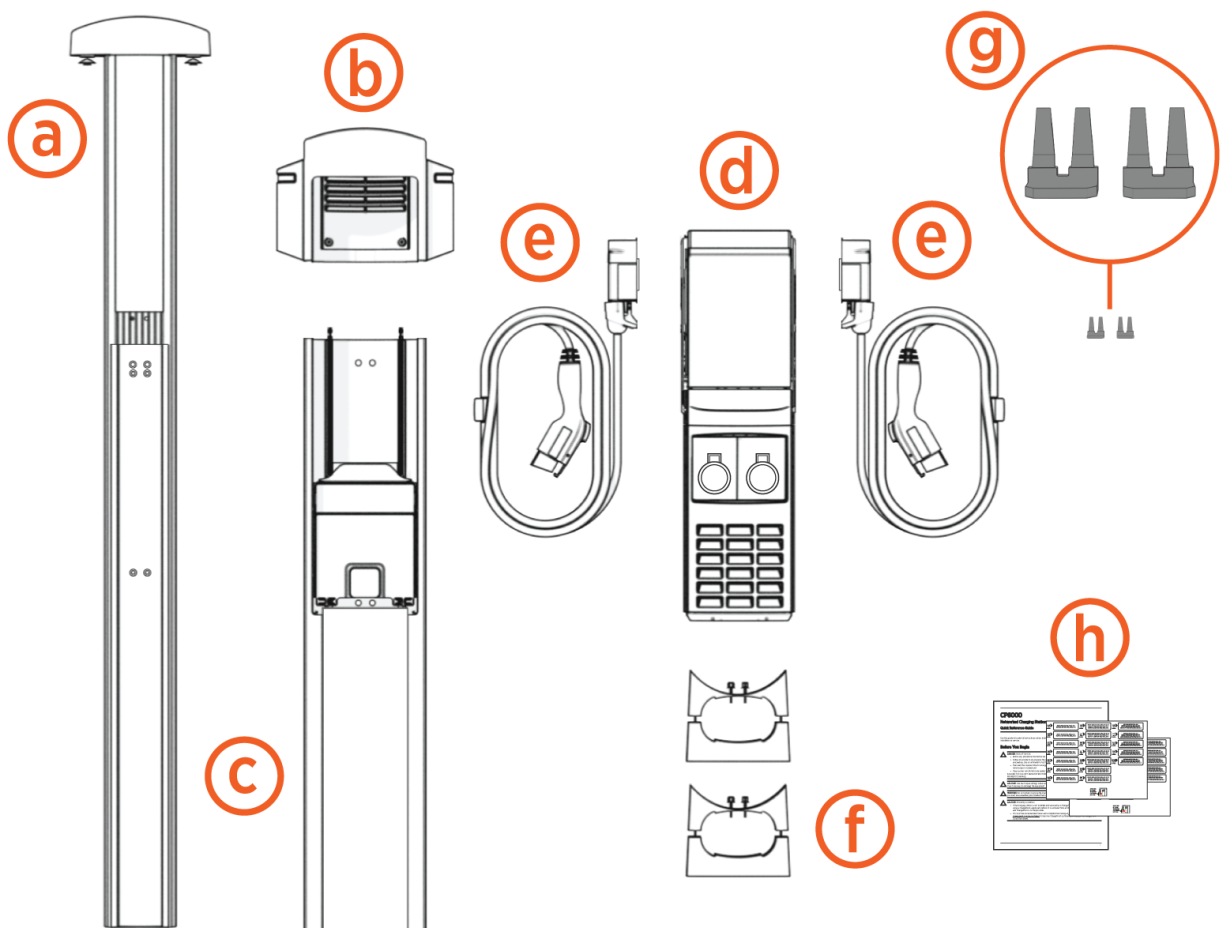
Wall mounting hardware requirements vary based on surfaces:

- Masonry anchors rated for at least 318 kg (700 lb) of pull-out force.
- Attachment hardware appropriate for mounting surface. For example, use 10 x 75 mm (3/8 x 3 in) lag bolts if mounting on a wooden wall.

## Inspect the Boxes for Contents

The CP6000 ships in multiple boxes. Check to make sure you have all of the following parts before beginning work.

- a. Cable Management Kit (CMK)
- b. Top cap
- c. Pedestal or wall mount enclosure
- d. Head unit assembly
- e. Smart EV cables
- f. Mounting adapter (only wall mount stations)
- g. Circuit share jumper kit
- h. Quick Reference Guide, rating labels



### IMPORTANT:

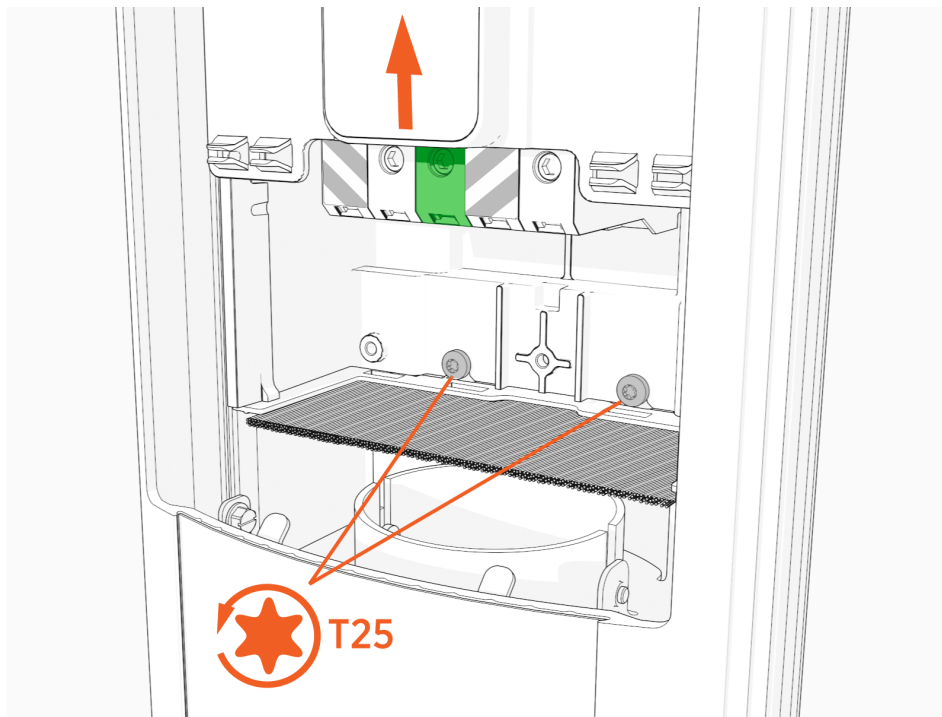


If a single supply circuit is feeding a dual port station, you **MUST** install power management jumpers for both ports to operate correctly. Contact ChargePoint Support to order power management jumpers if required.

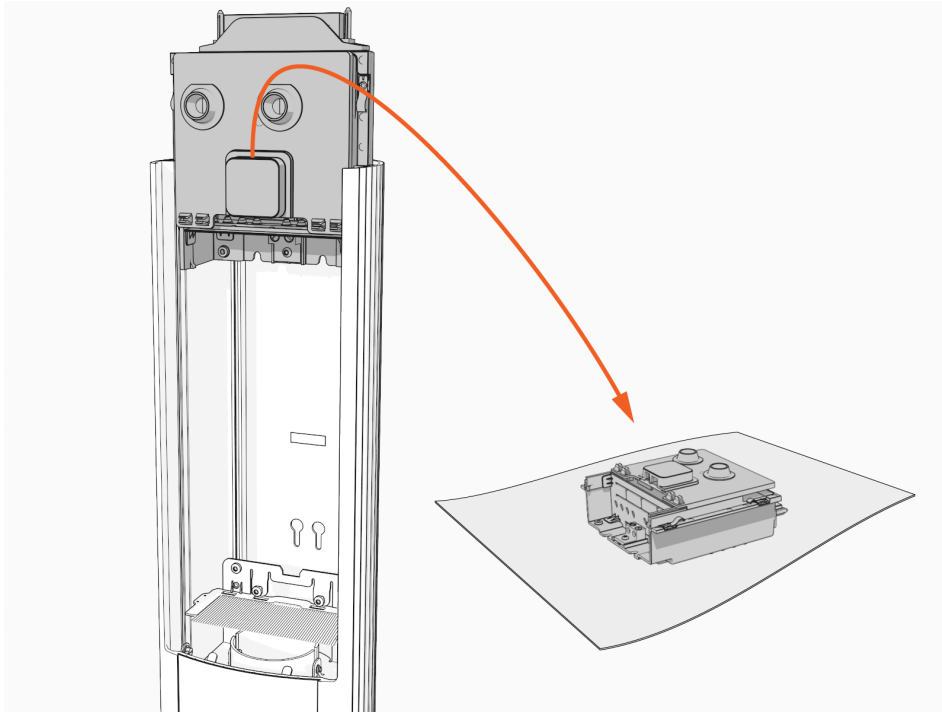
# Install a Pedestal Mount 2

## Prepare the Pedestal for Mounting

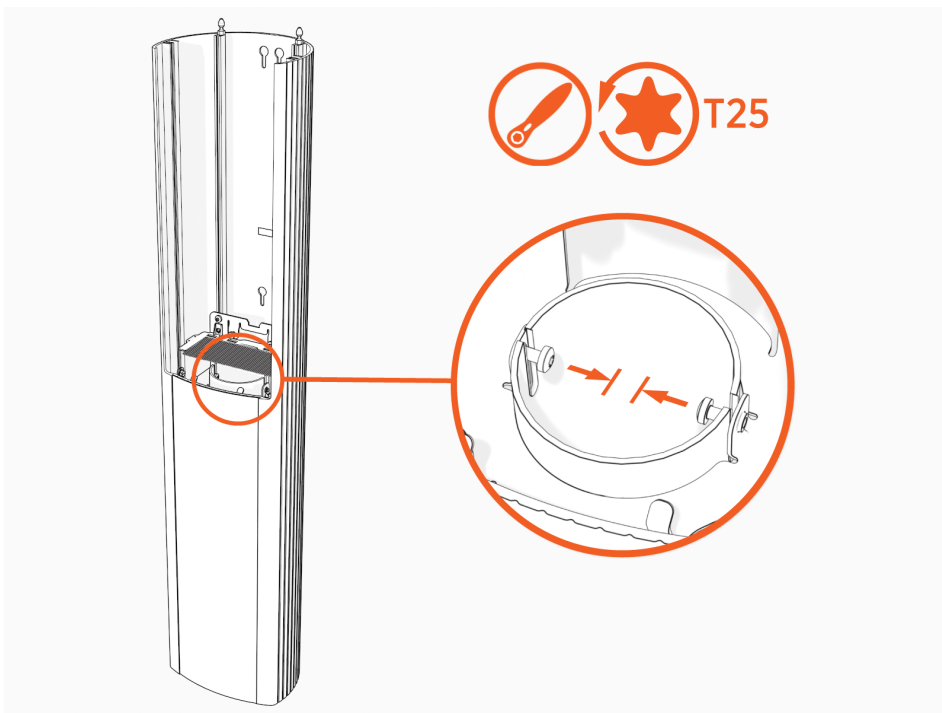
1. Lift the power plate cover. Loosen, but do not remove, two screws.



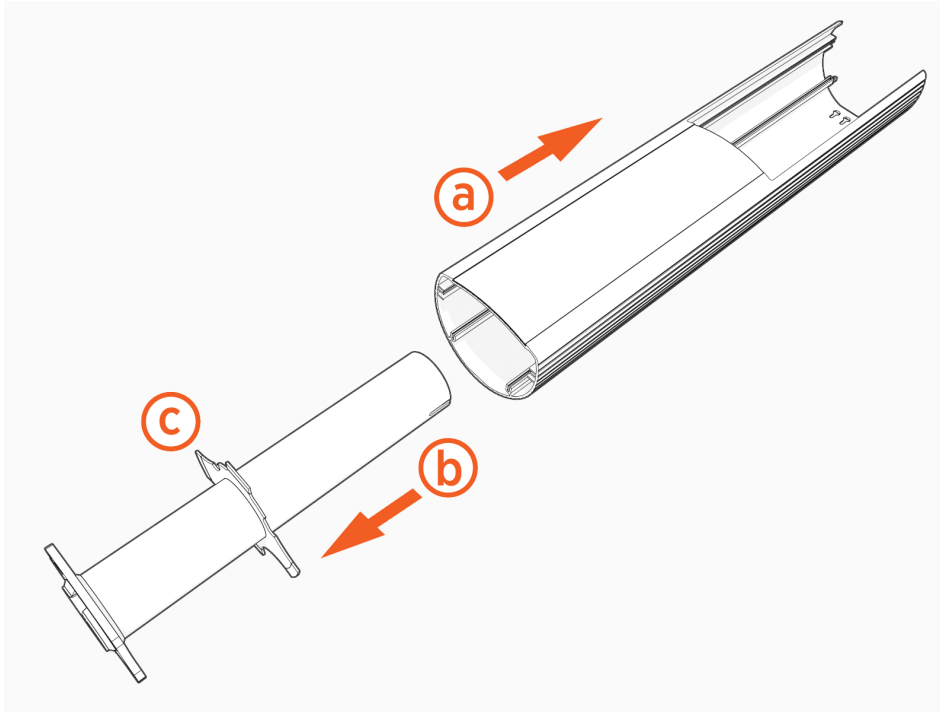
2. Remove the power plate and set it gently on a padded surface.



3. Use the L-wrench or mini-ratchet wrench to loosen, but not remove, two screws.



4. Remove the housing (a) from the pedestal (b). Keep the rubber spacer (c) in place.

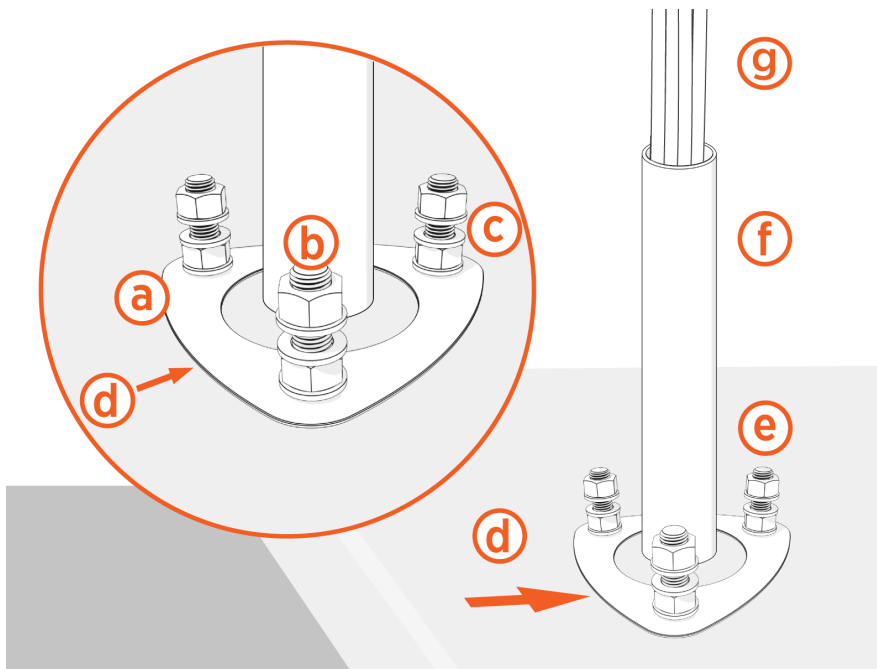


## Mount the Pedestal

1. Confirm that the location has been prepared according to the Site Design Guide and the Concrete Mount Template by visiting [chargepoint.com/guides](https://chargepoint.com/guides).

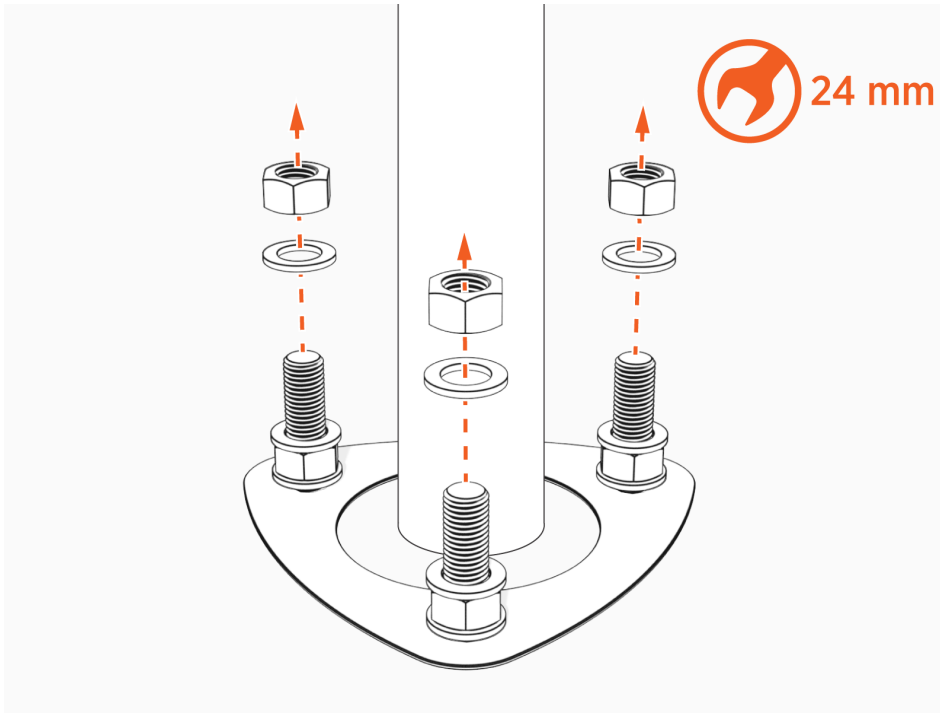
2. You should see the following:

- a. Concrete mounting template
- b. Three bolts set into concrete
- c. Two nuts and three washers on each bolt
- d. Template front
- e. Bolts extending 60 mm (2 1/3 in) to 100 mm (4 in)
- f. Conduit stub-up measuring 152 mm (6 in) to 590 mm (2 ft)
- g. Approximately 1.5 m (5 ft) of service wiring
- h. CPF50 adapter cover (only if replacing CPF50)

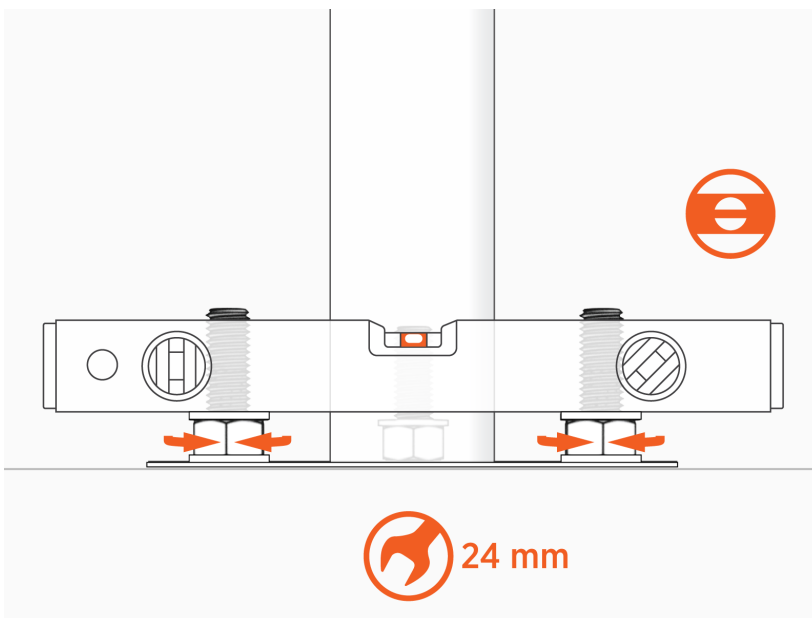




3. Remove top nuts and washers.



4. Adjust the lower nuts as necessary to be level.

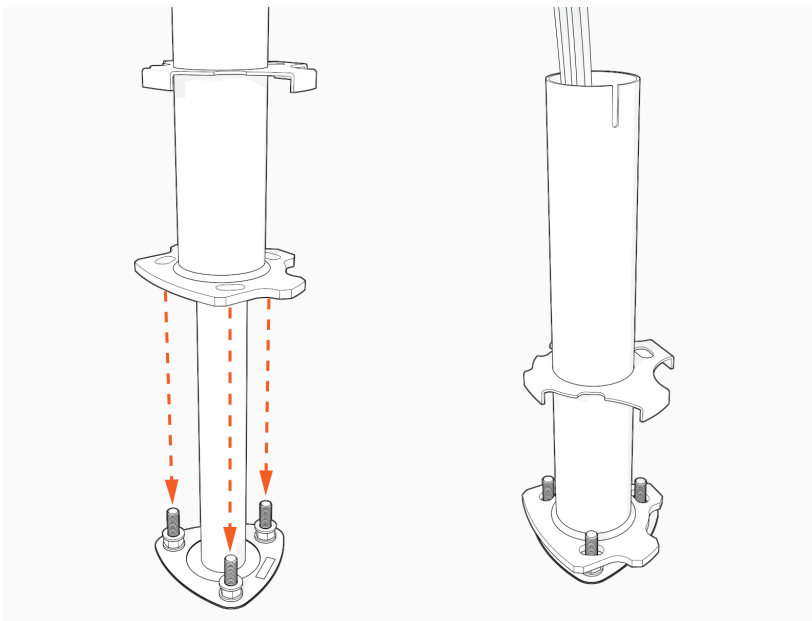


- 
5. Place the pedestal over the conduit and route the wiring through the pedestal.



**IMPORTANT:** Avoid damaging the conduit.

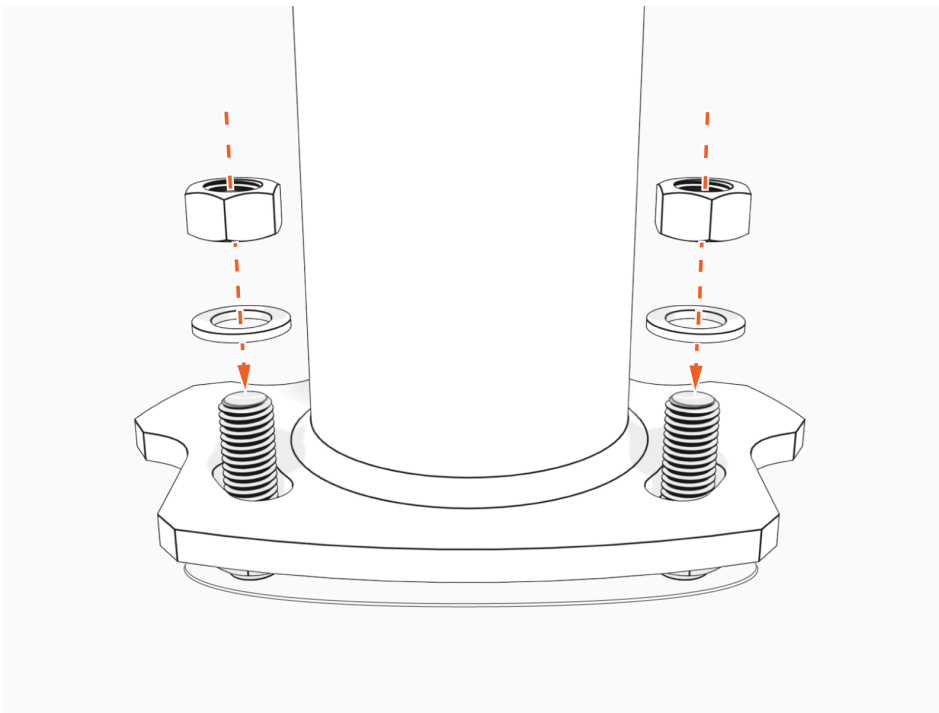
---



**IMPORTANT:** Ensure the pedestal is facing the parking space.

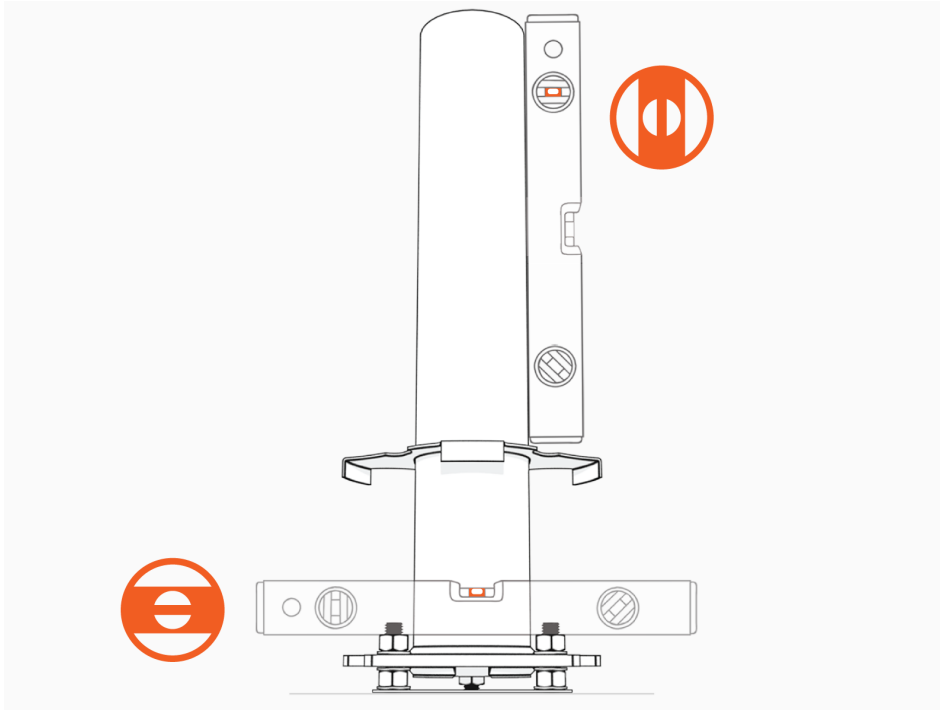
---

6. Fasten the pedestal to the bolts and hand tighten.

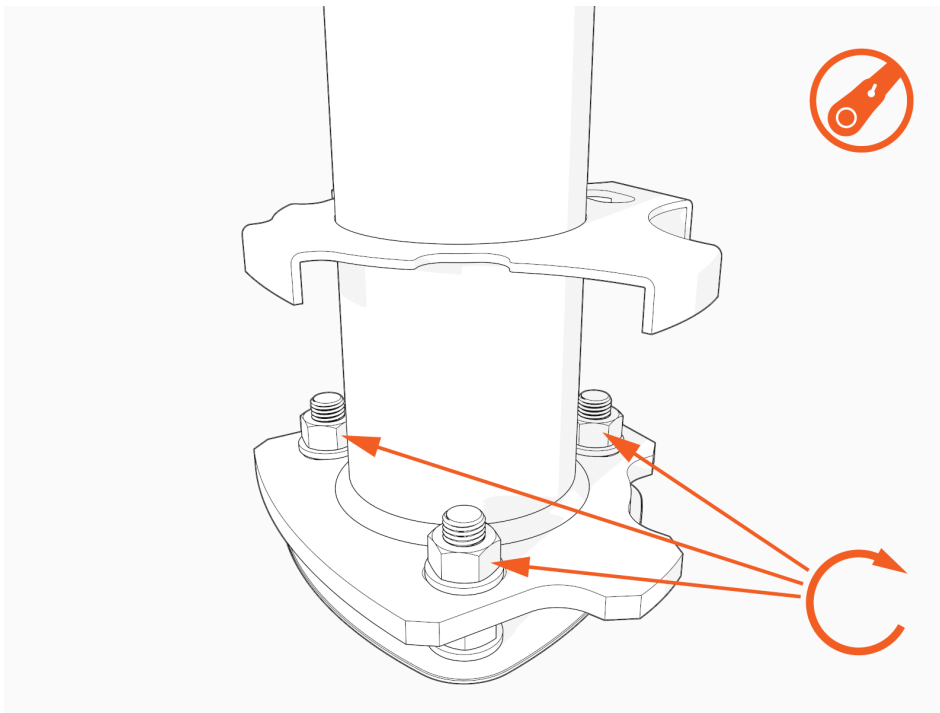


7. Ensure pedestal is level and plumb.

Verify accuracy after each adjustment by positioning the level at various locations on the pedestal, above each bolt.

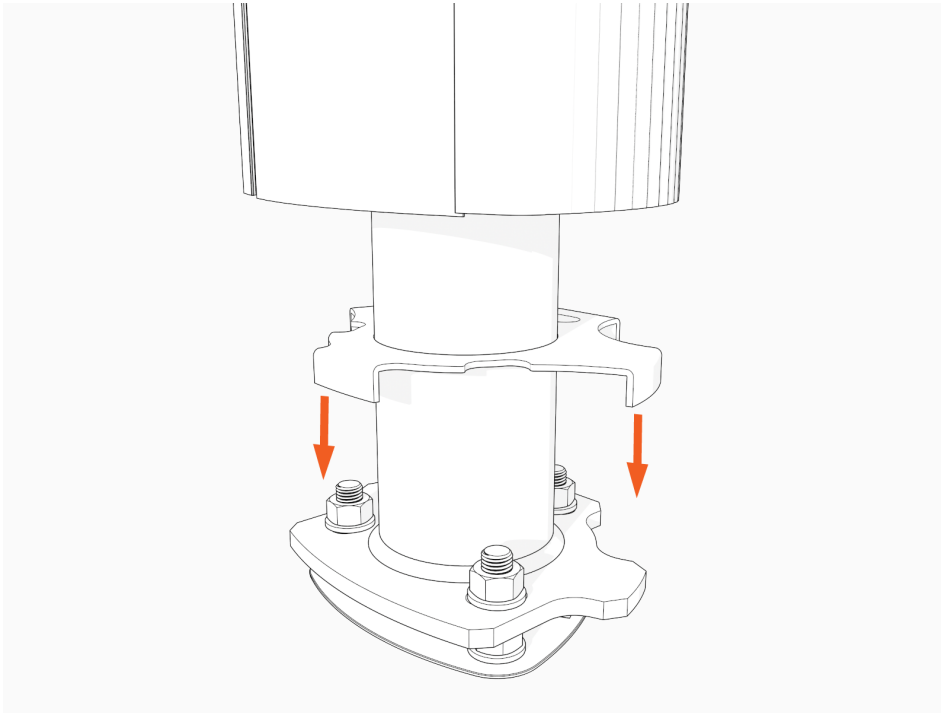


8. Torque the top nuts to 120 Nm (88 ft-lb).

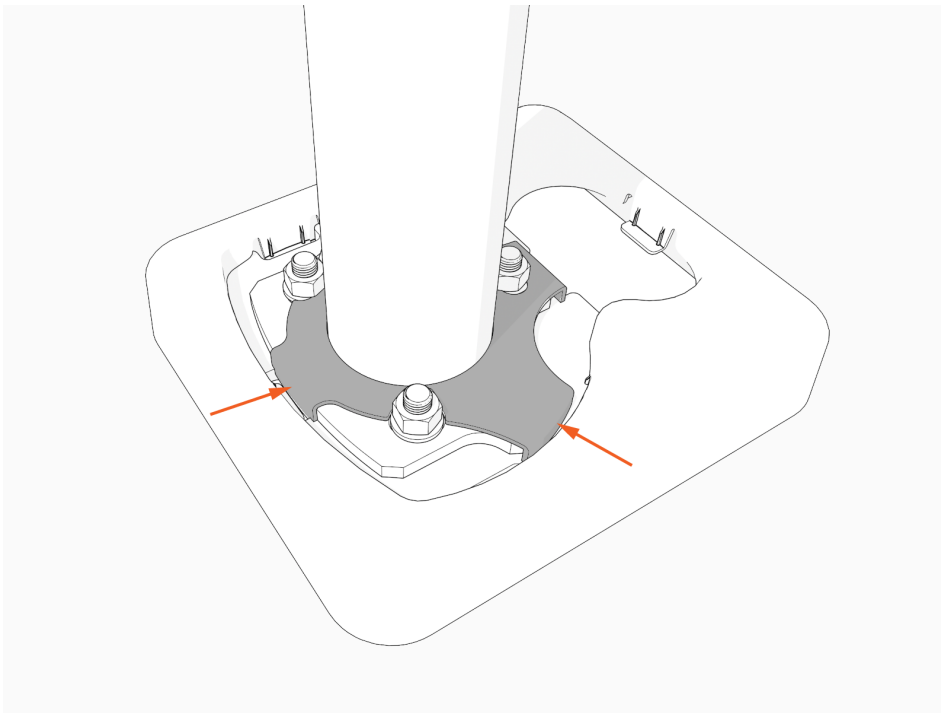


## Install the Housing

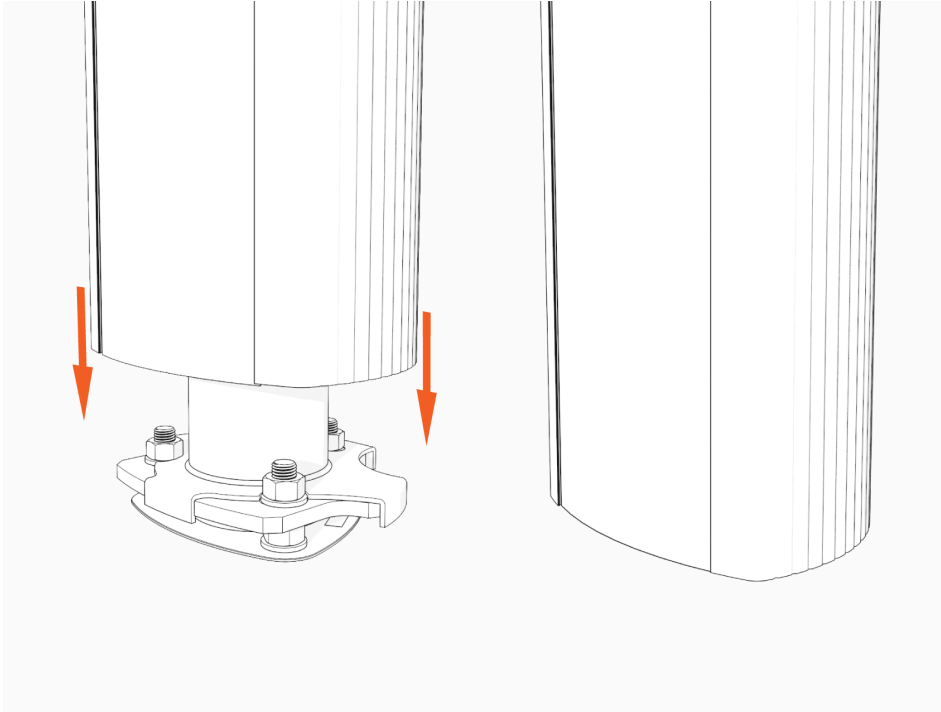
1. Align and slide the rubber spacer down.



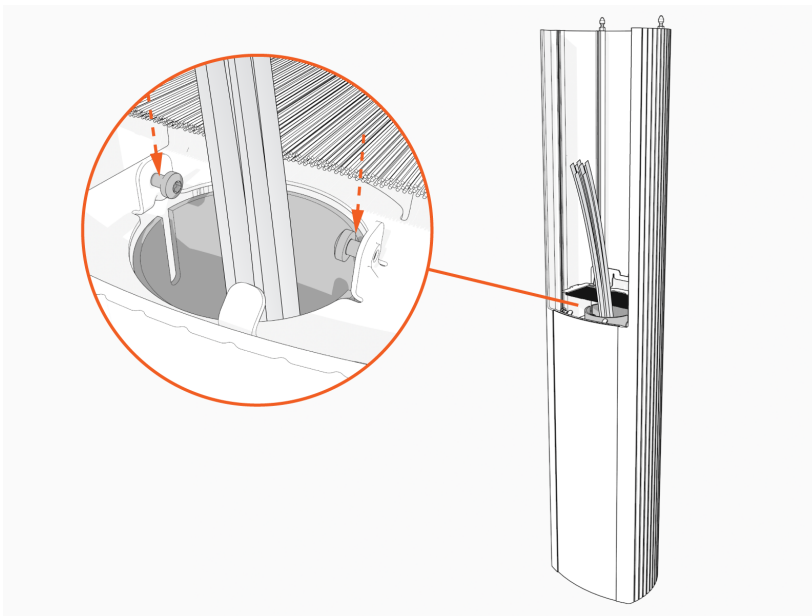
2. Optional: If replacing a CPF50, tuck the edges of the rubber spacer below the black plastic cover.



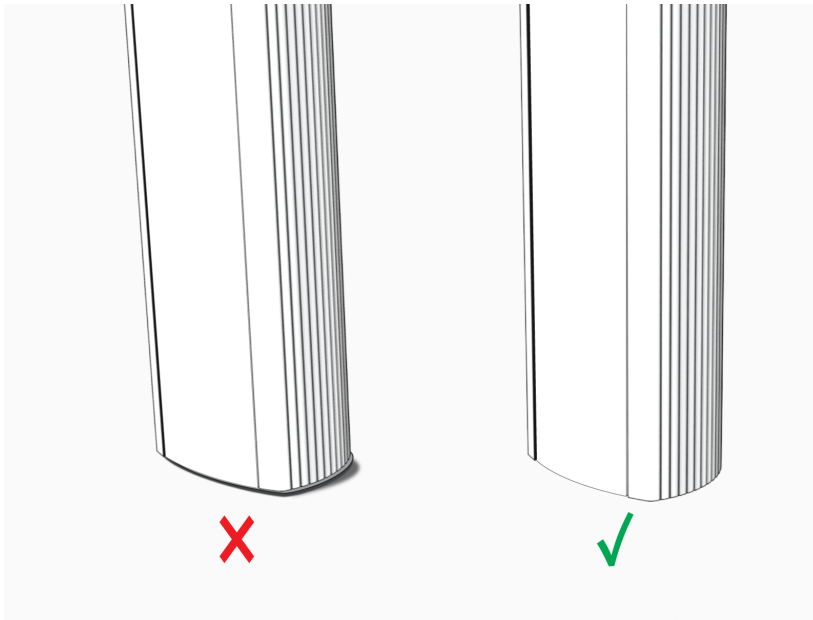
3. Slide the housing down.



4. Align the screws.

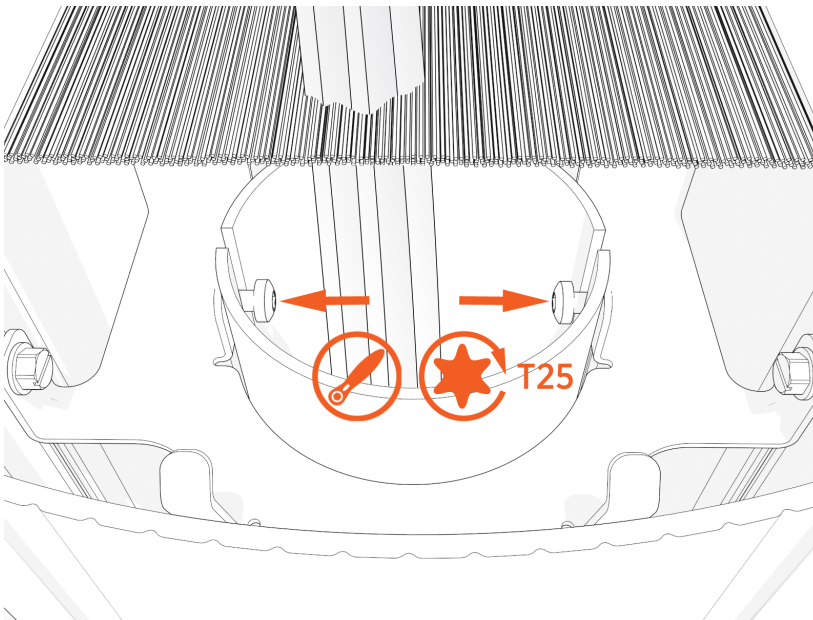


5. Firmly align pedestal to the bottom surface.



**IMPORTANT:** Do not seal the pedestal to the concrete pad with caulking, silicone, or other sealing material. The pedestal is designed to shed moisture between its bottom surface and the concrete pad. Sealing the pedestal to the concrete can trap water inside the housing.

6. Use the L-wrench or mini-ratchet wrench to torque screws to 4.6 Nm (40 in-lb).



## Alternative Installation: Side Mounted Conduit

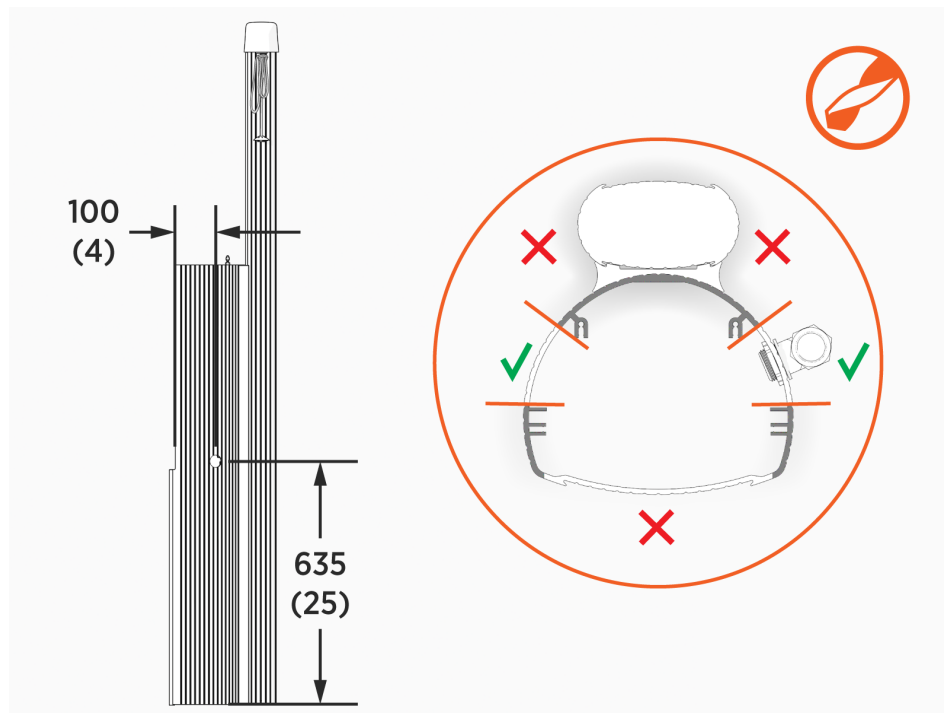
If the conduit cannot come from below the pedestal (existing concrete in a parking garage, for example), mount the pedestal and ensure it is level and tight, then follow these steps.

You need a hole saw or a knockout punch.

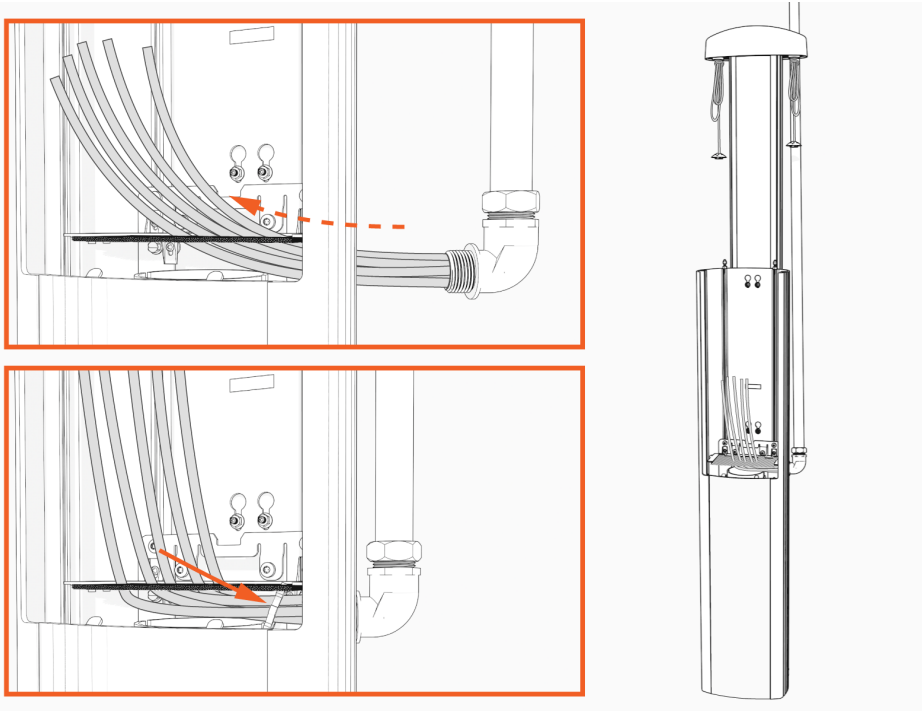
1. Mark the conduit entry point on either side of the housing. The center of the opening must be 635 mm (25 in) from the bottom and 100 mm (4 in) from the front, a location that does not intersect any internal ribs.

Drill or punch a hole for a 32 mm (1.25 in) trade size knockout.

**Note:** Images are not to scale. Measurements appear in metric units (mm), followed by imperial equivalents (inches).



- 
2. Pull wire through the conduit, protecting the wires from sharp edges of the internal structural components.



3. Seal the conduit entry into the pedestal housing using an approved sealing method.



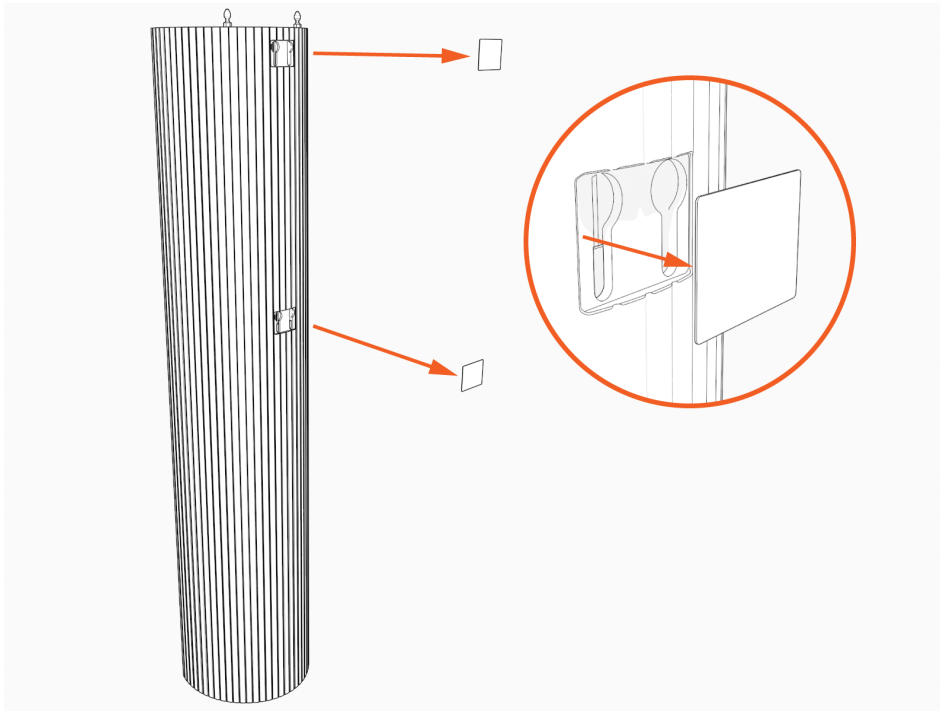
**IMPORTANT:** Ensure the installation complies with all applicable codes and ordinances.

---

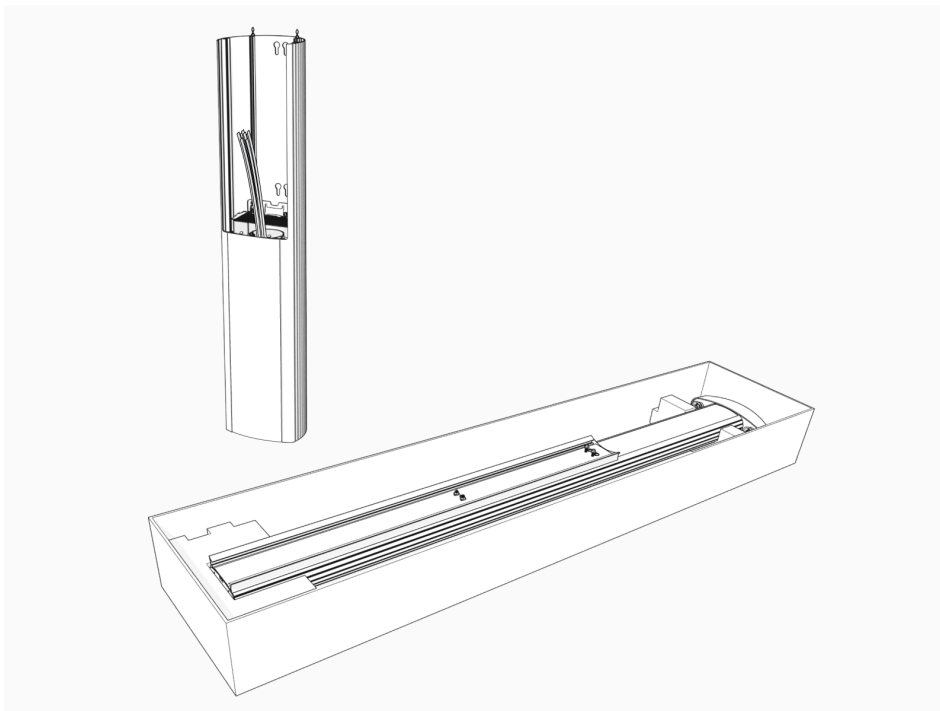


## Install the CMK

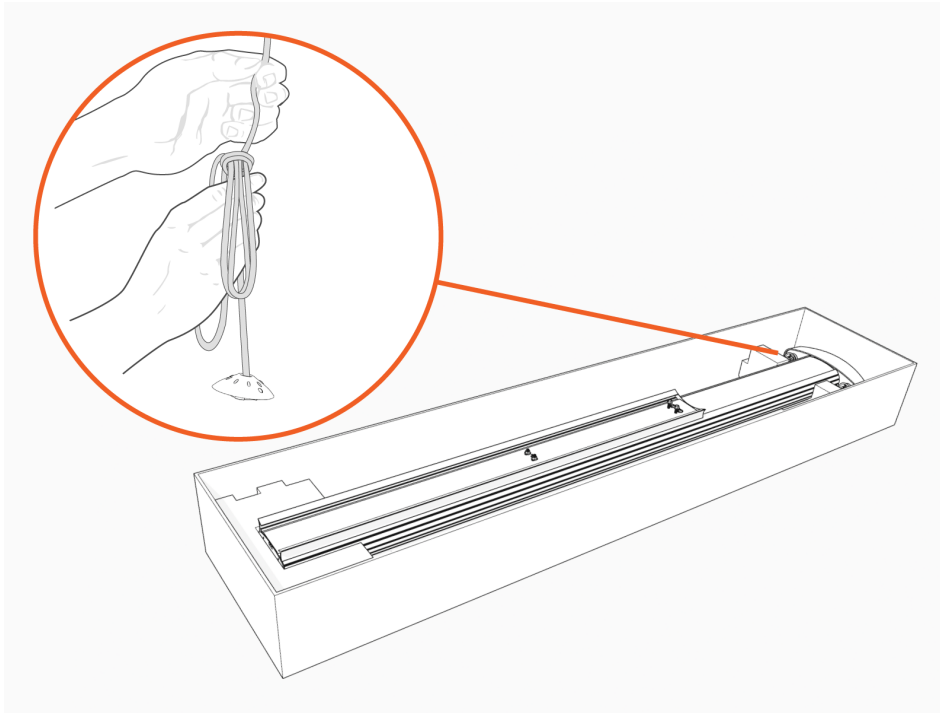
1. Remove the two stickers covering the holes on the back of the pedestal housing.



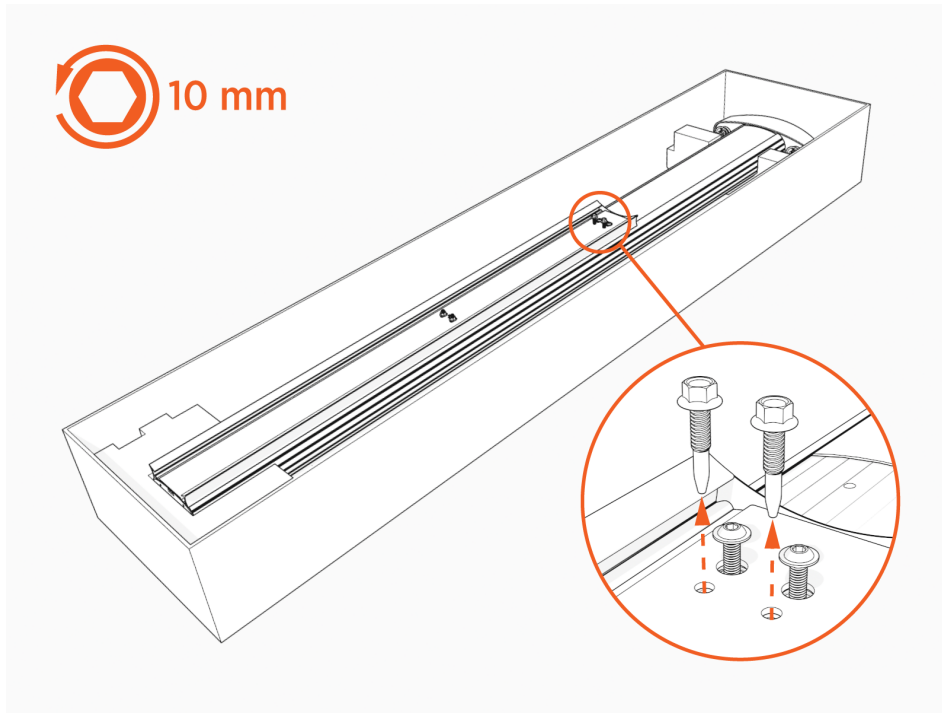
2. Position the Cable Management Kit (CMK) packaging near the base of the pedestal.



3. If you do not see a knot tied near the top of the cable clamp rope, pull the rope out about 600 mm (2ft) and tie a slip knot near the top of the CMK.

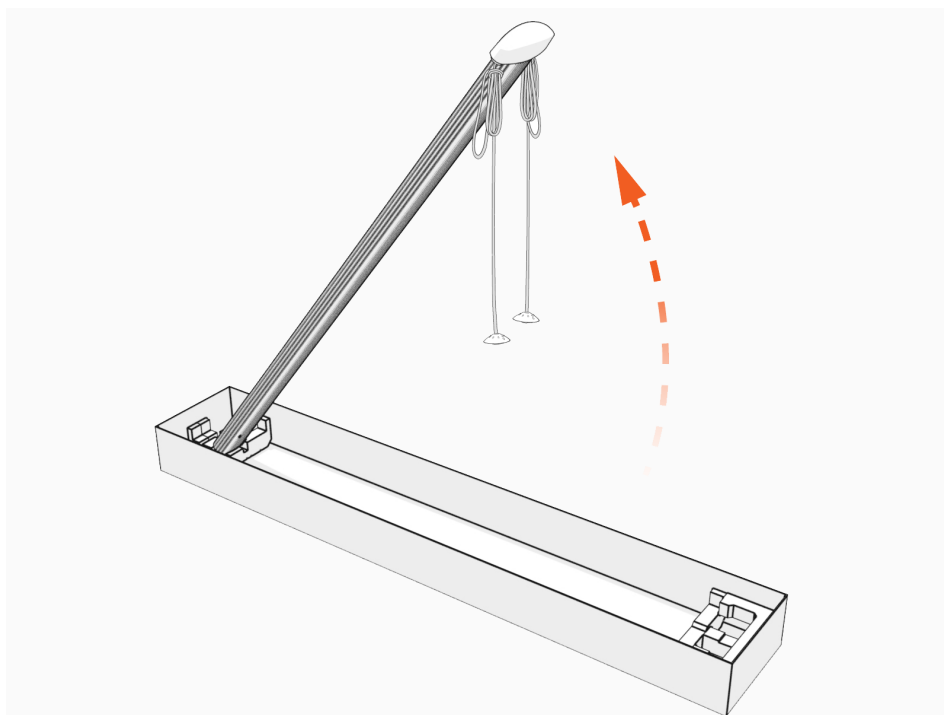


4. Remove and discard the shipping screws.

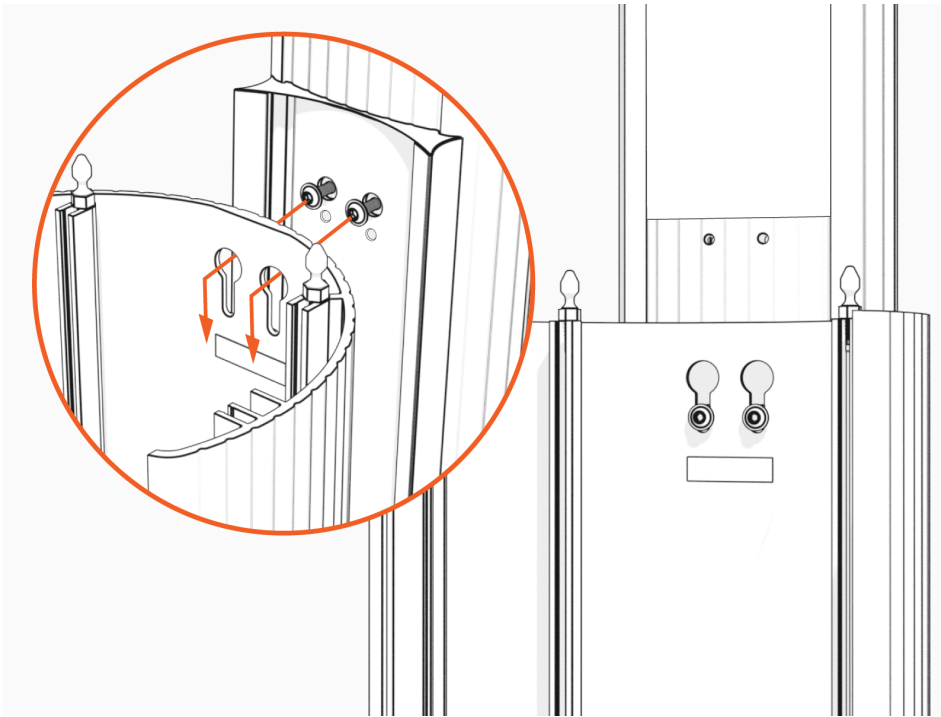


**WARNING:** When you remove the shipping screws, the counterweights are free to move in either direction. To prevent damage or injury, always carry the assembly with the top end higher than the bottom end.

5. Stand the CMK upright slowly. The counterweights will drop.

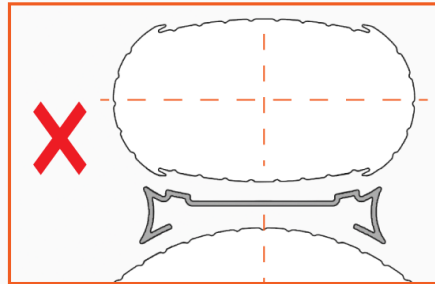
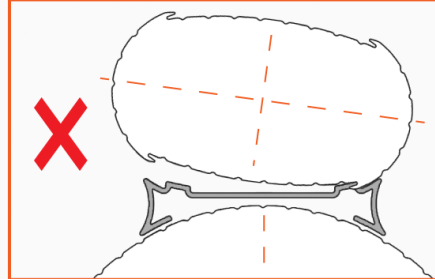
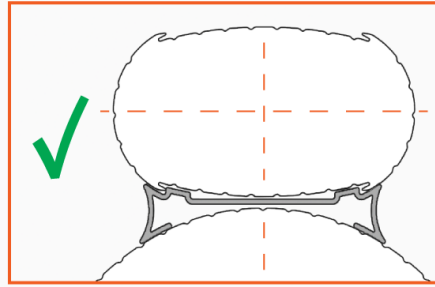
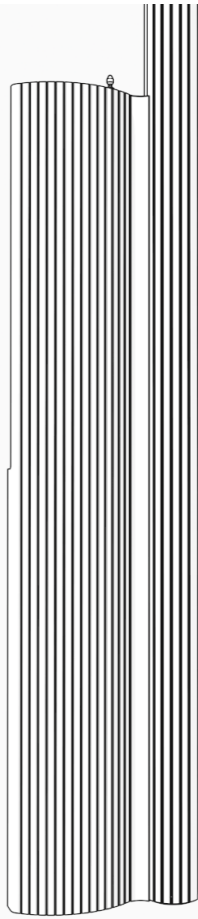


6. Place the CMK behind the pedestal housing and align the mounting screws (top) and nuts (bottom). Lower the CMK.

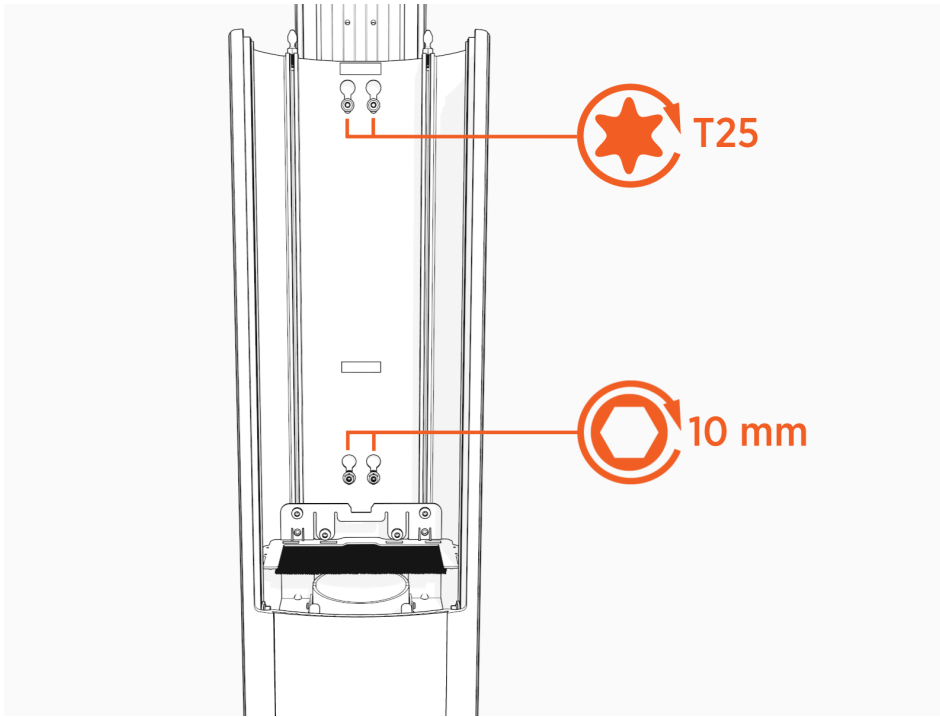




**IMPORTANT:** Make sure there is no gap between the spacer and the pedestal housing.



7. Torque the top T25 screws to 5.7 Nm (50 in-lb). Use a 10 mm wrench to tighten the nuts near the bottom to 5.7 Nm (50 in-lb).



After installing the pedestal mount, go to [Connect Wiring - North America](#).





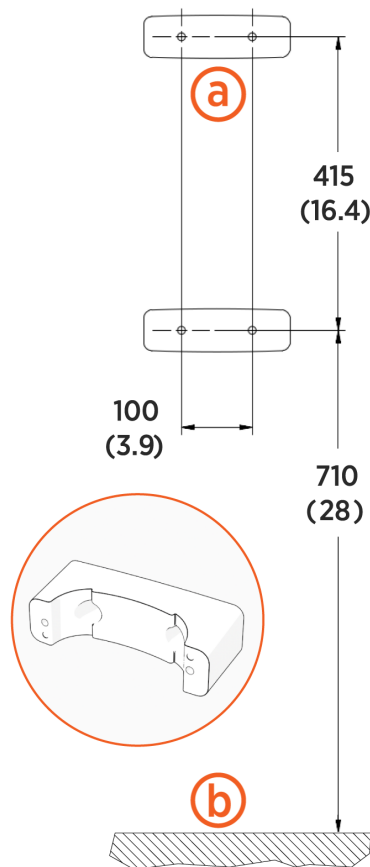
# Install a Wall Mount 3

## Mount the Brackets

1. Mark holes and ensure they are level.

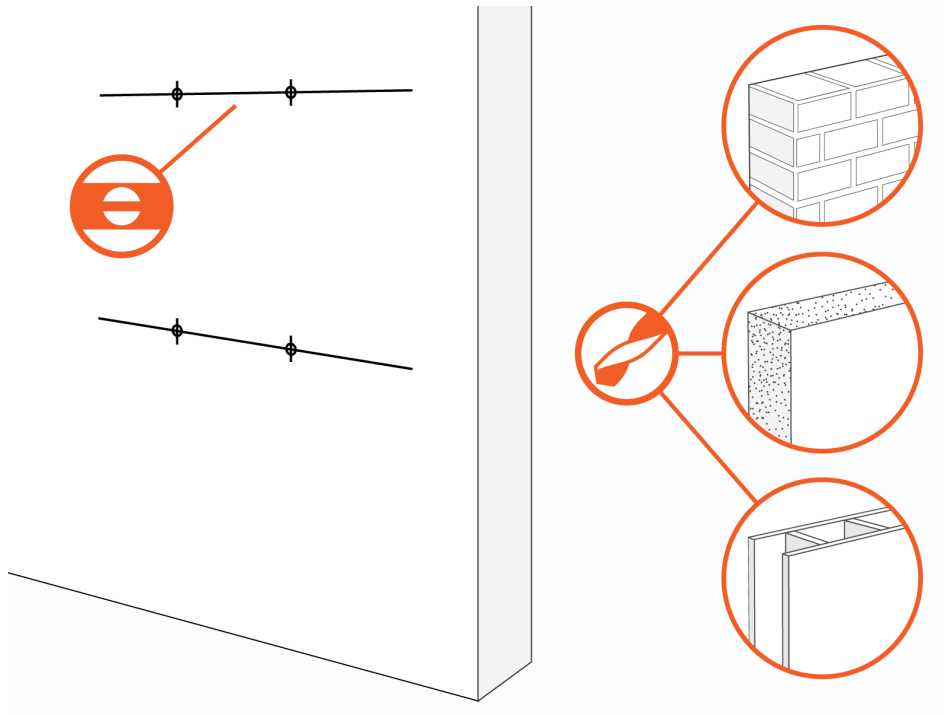
**Note:** Images are not to scale. Measurements appear in metric units (mm), followed by imperial equivalents (inches).

- a. Wall mount brackets
- b. Ground level



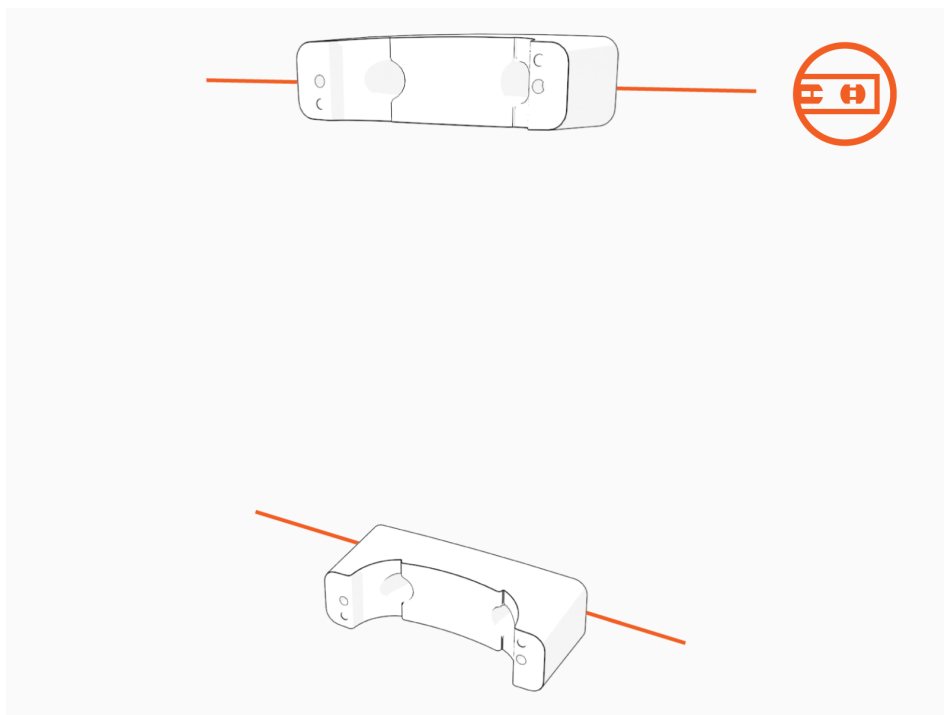
2. Use a drill and bit appropriate for the type of wall to drill four holes.

3. For masonry or concrete walls, insert masonry anchors (not included) rated for at least 318 kg (700 lb) of pull-out force.



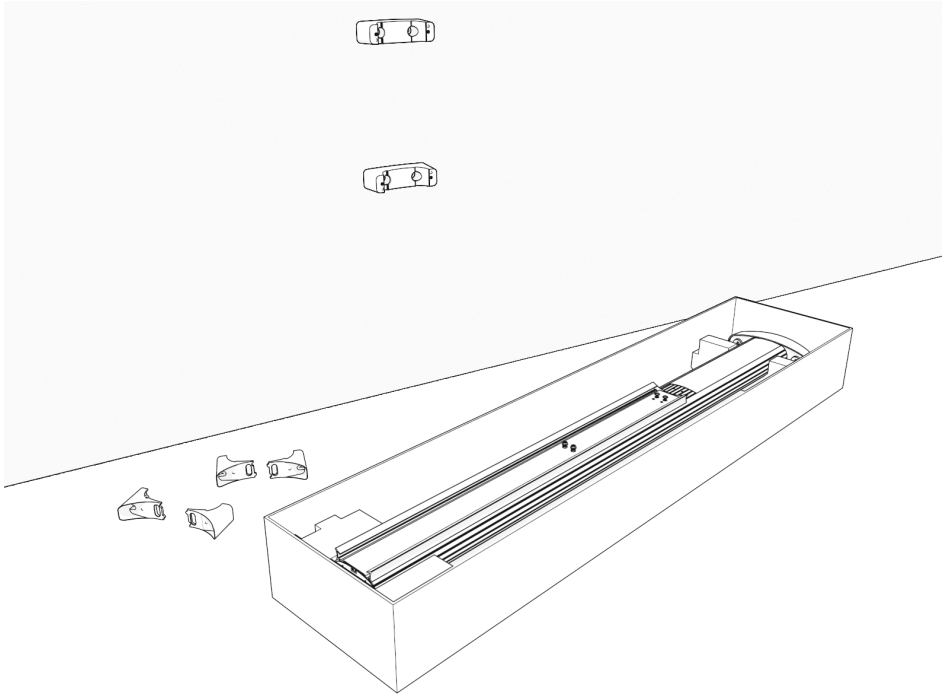
Hollow wall	<ul style="list-style-type: none"> <li>• Bridge two studs with channel strut</li> </ul>
Wood studs	<ul style="list-style-type: none"> <li>• 10 mm (3/8 in) lag bolts; at least 64 mm (2 1/2 in) long</li> <li>• 10 mm (3/8 in) washers,</li> <li>• Appropriate channel strut nuts</li> </ul>
Masonry wall	<ul style="list-style-type: none"> <li>• 10 mm (3/8 in) expanding masonry fasteners</li> </ul>
Wood wall	<ul style="list-style-type: none"> <li>• 10 mm (3/8 in) x 75 mm (3 in) lag bolts</li> </ul>

- 
4. Mount brackets and ensure they are level.

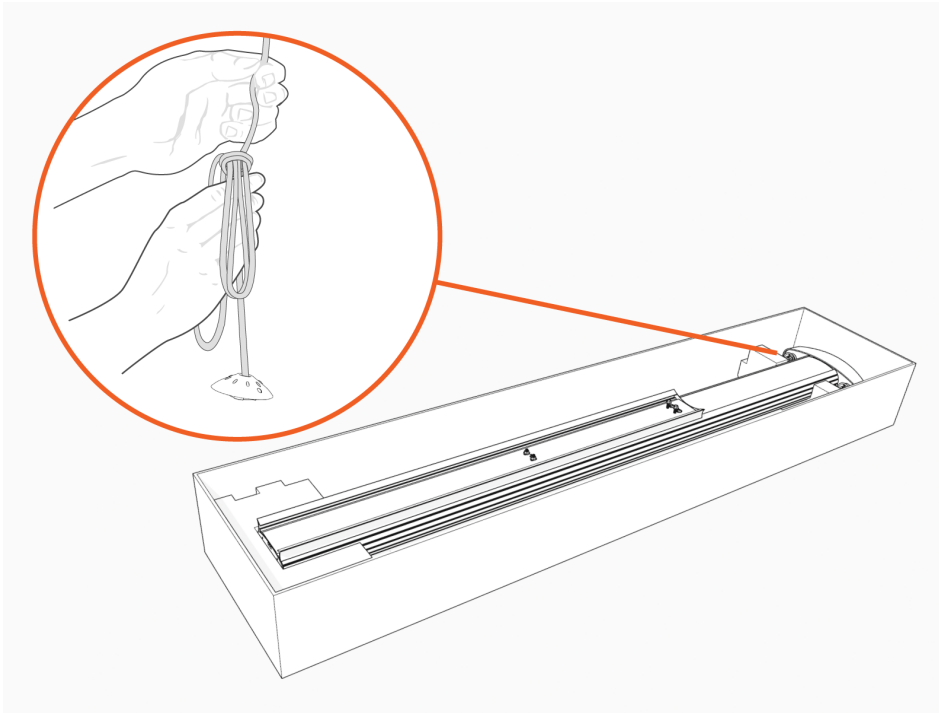


## Mount the CMK

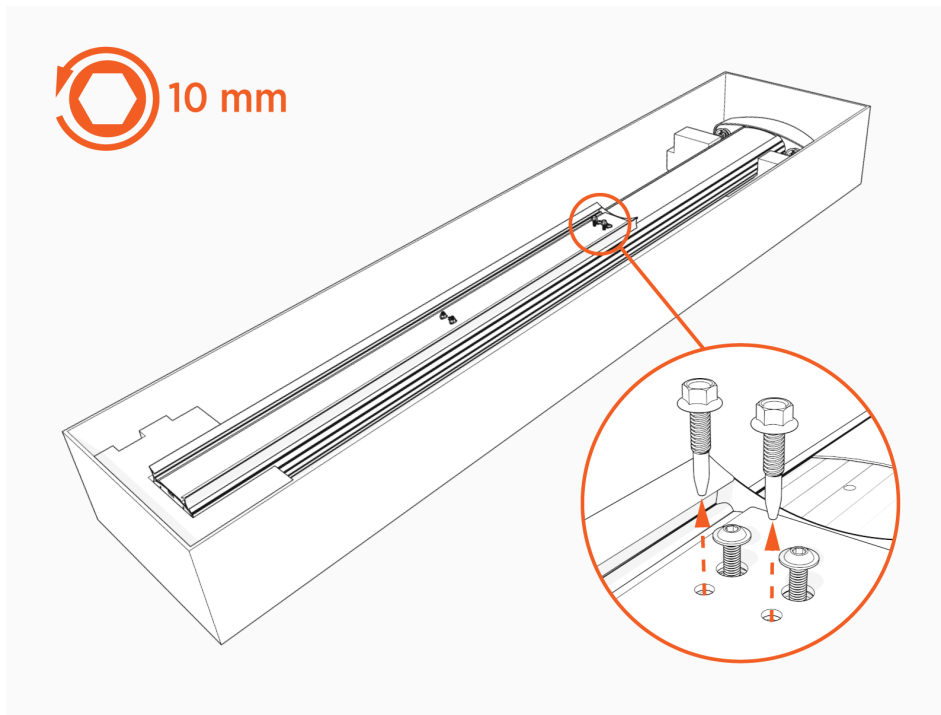
1. Position the Cable Management Kit (CMK) packaging near the wall.  
Place the front brackets within reach.



2. If you do not see a knot tied near the top of the cable clamp rope, pull the rope out about 600 mm (2ft) and tie a slip knot near the top of the CMK.



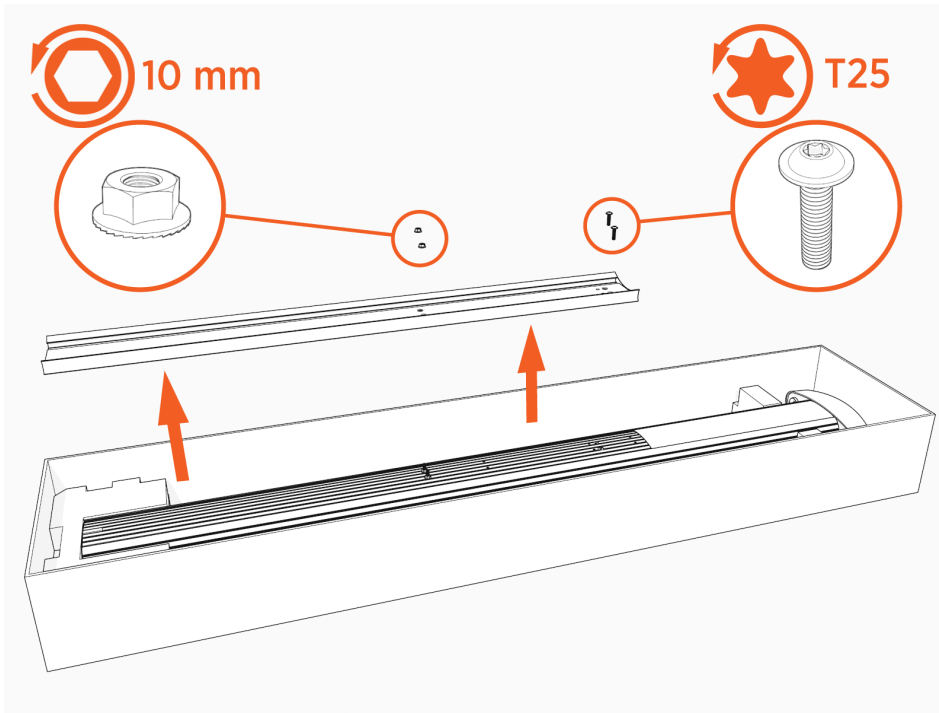
- 
3. Remove and discard the shipping screws.



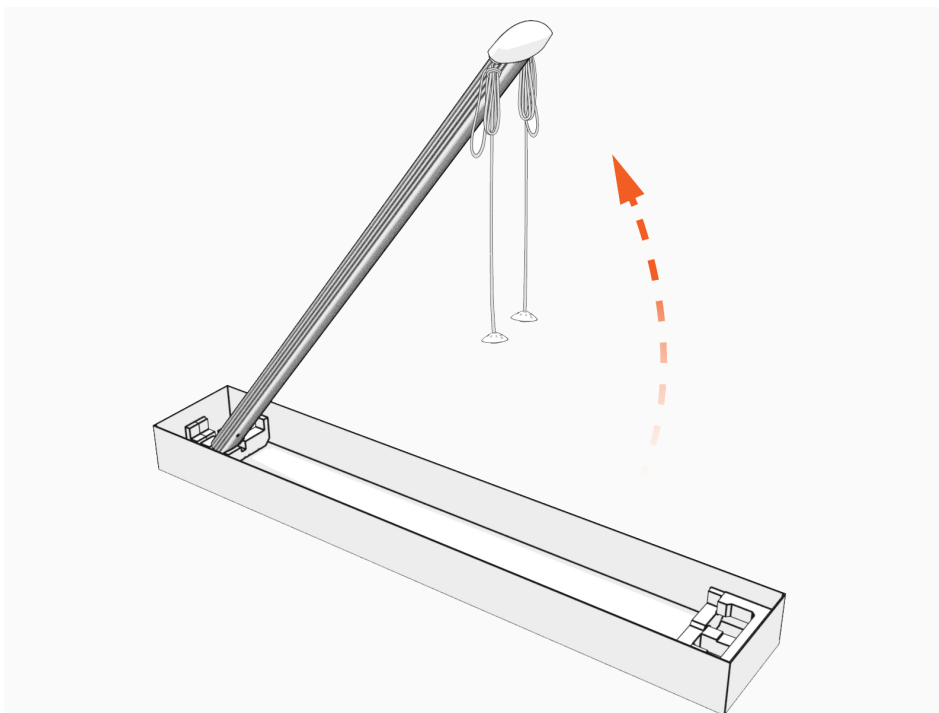
**WARNING:** When you remove the shipping screws, the counterweights are free to move in either direction. To prevent damage or injury, always carry the assembly with the top end higher than the bottom end.

---

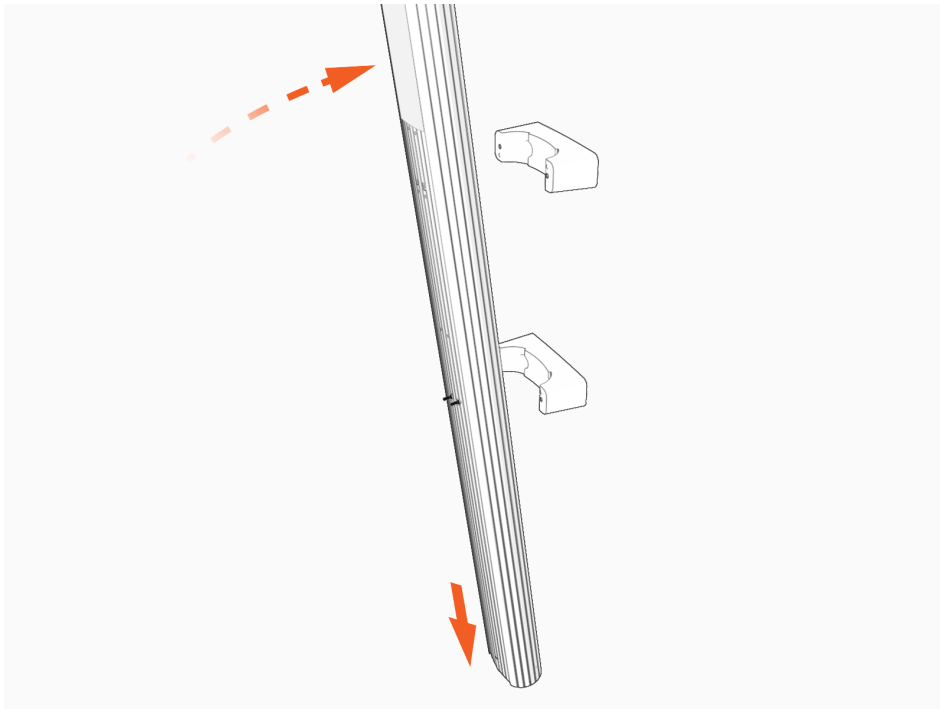
4. Remove the spacer.



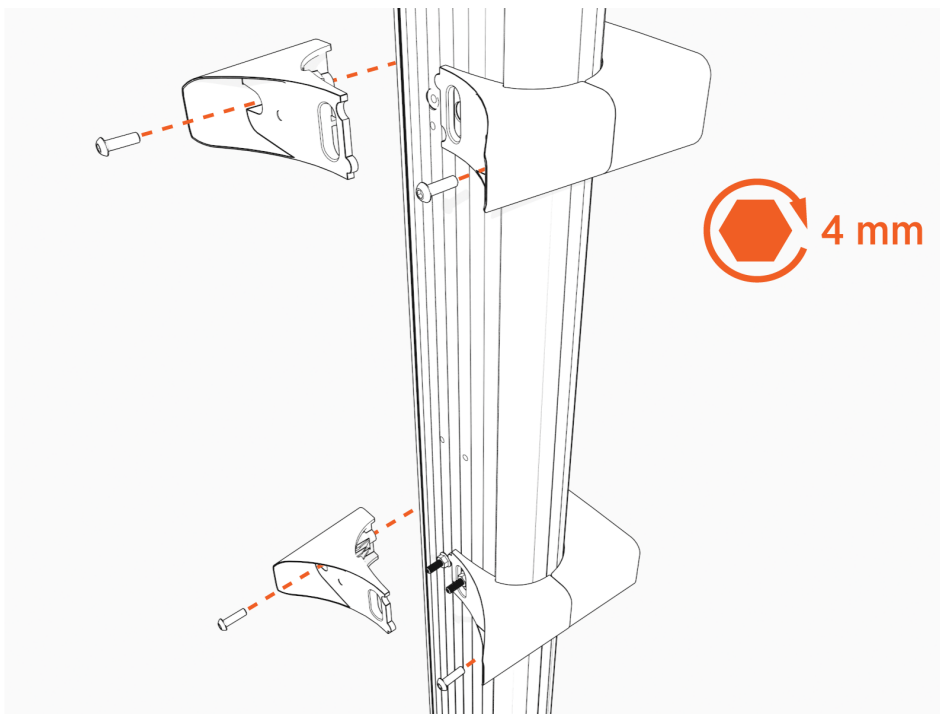
5. Stand the CMK upright slowly. The counterweights will drop.



6. Tilt the CMK up against the rear brackets, rest the bottom on the ground and steady with one hand while using the other to position the top front bracket.



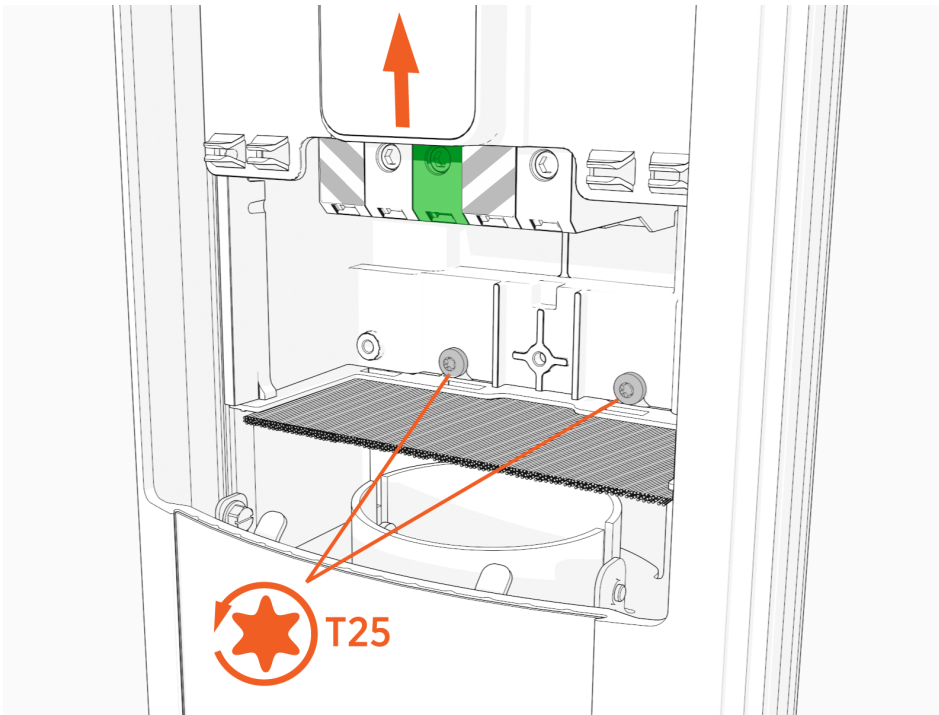
7. Align both sets of brackets. Insert the M6 x 20 mm screws and torque to 7 Nm (5 ft-lb).



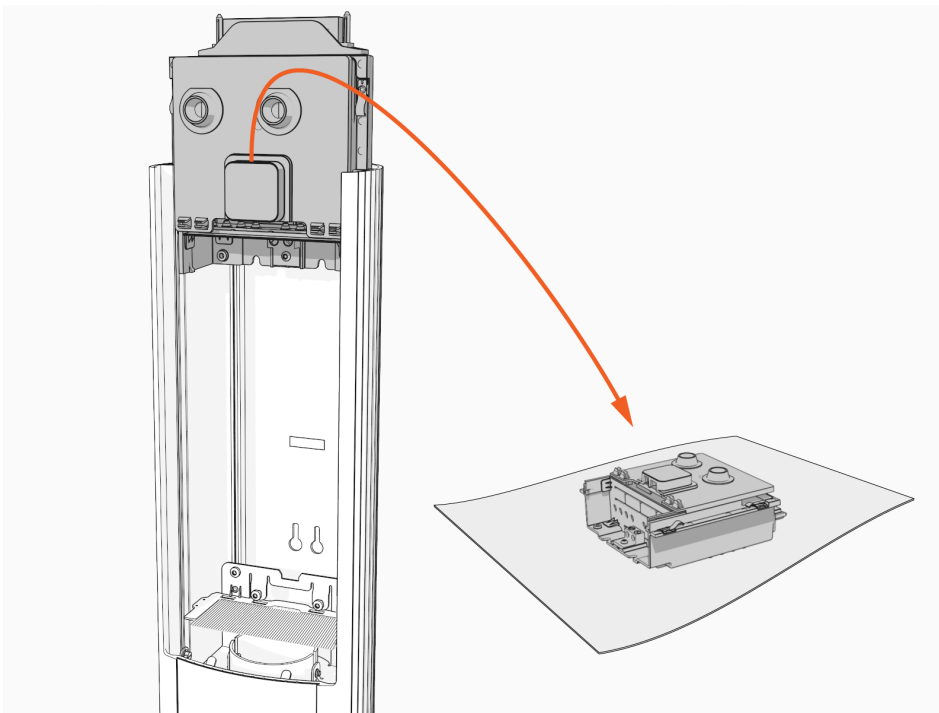


## Prepare the Housing

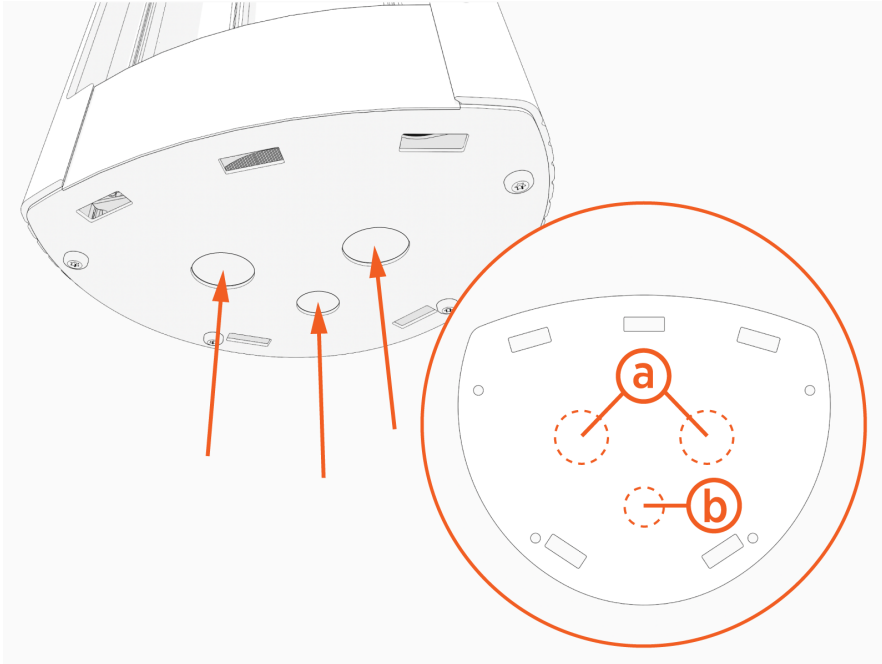
1. Lift the power plate cover. Loosen, but do not remove, two screws.



2. Move the power plate and set it gently on a padded surface.



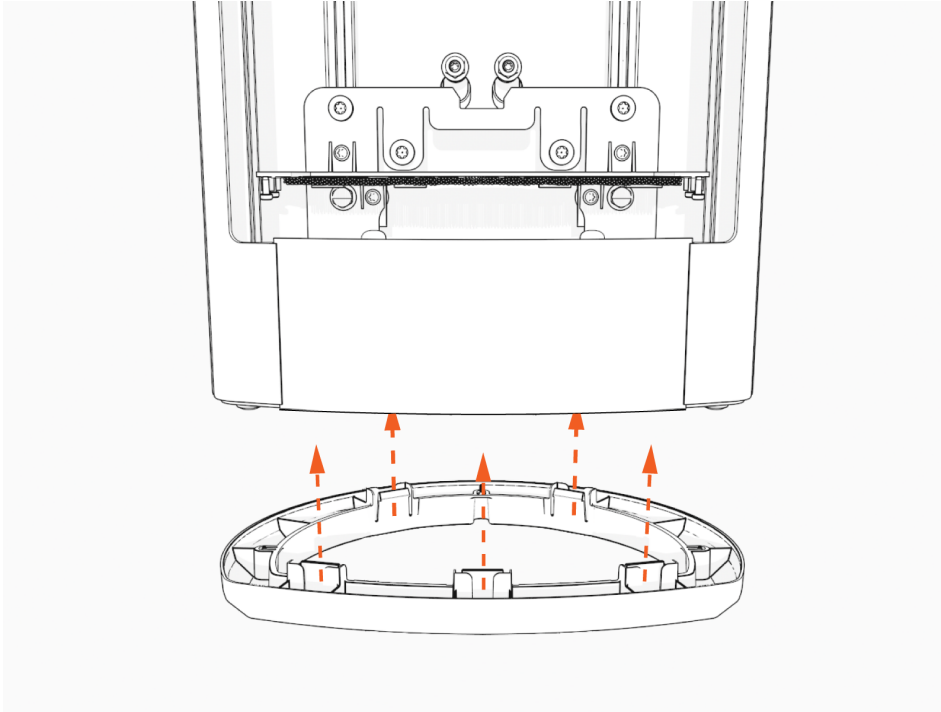
3. Drill or use the knockouts in the housing to create holes for the conduit. If drilling holes, drill near the center of the lower housing plate.
  - a. 33 mm (1.3 in) knockout
  - b. 24 mm (0.95 in) knockout (optional Ethernet wiring)



Maximum sizes for larger conduit:

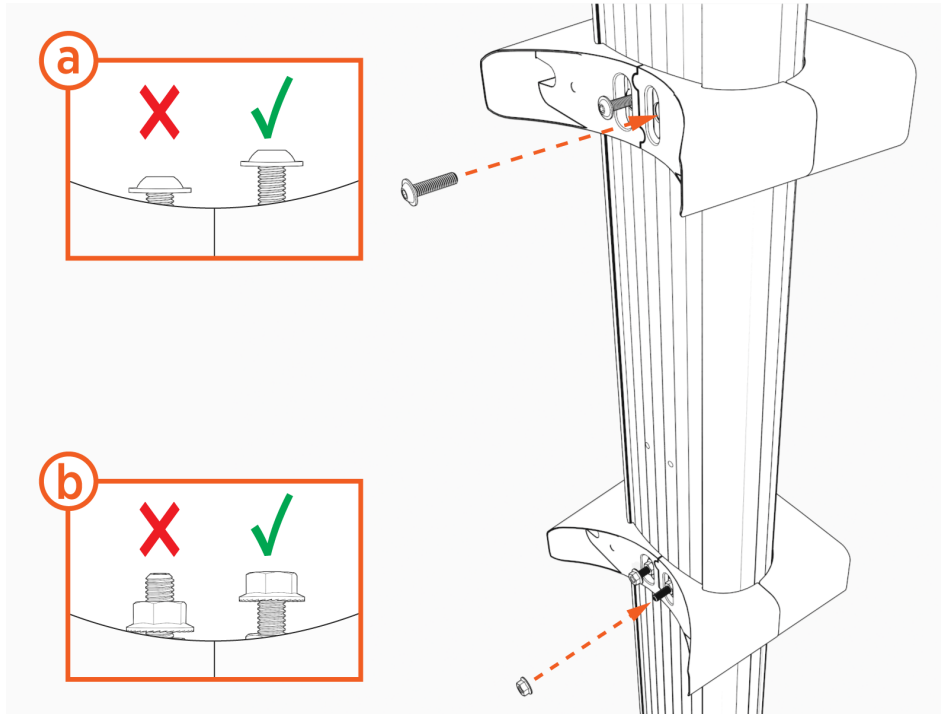
- Two 40 mm (1.5 in) conduits (power in), 0.75 inch conduit (optional Ethernet)
- One 68 mm (2.5 in) conduit (power in), 0.75 inch conduit (optional Ethernet)

4. Snap lower bracket onto station.

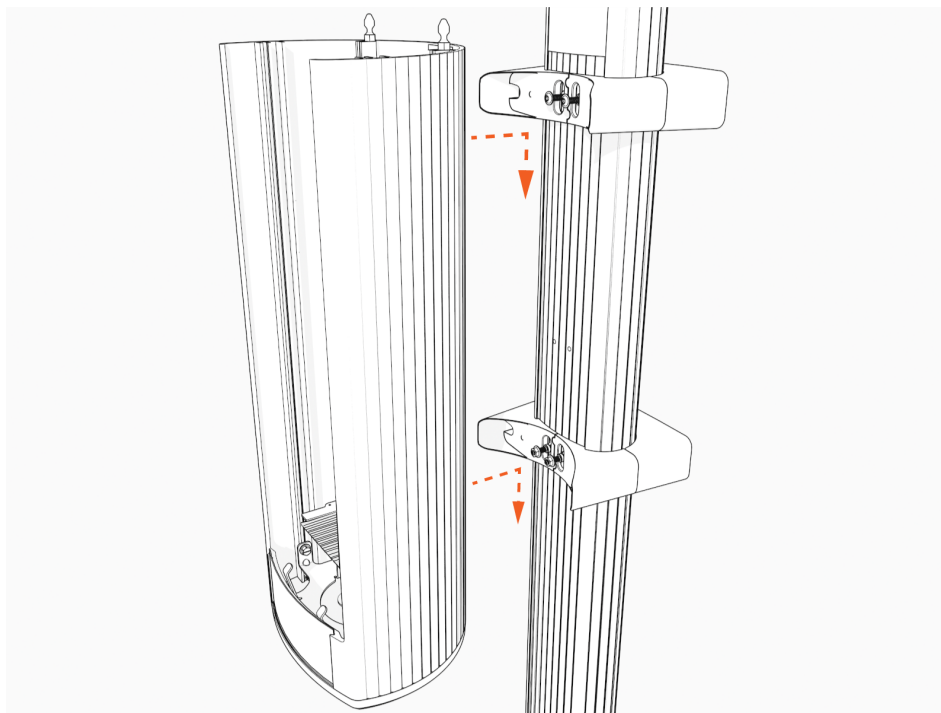


## Install the Housing

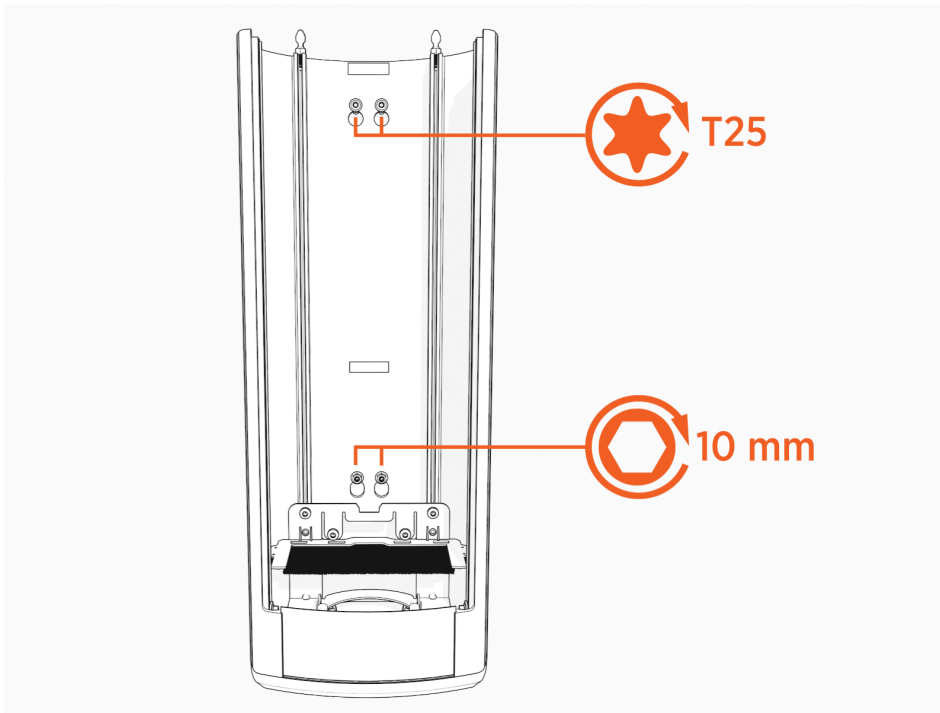
1. Insert two flange bolts (a) half way through the upper bracket.
2. Insert two threaded posts and nuts (b) on the bottom bracket.



3. Align the mounting screws (top) and nuts (bottom) and hang the housing.



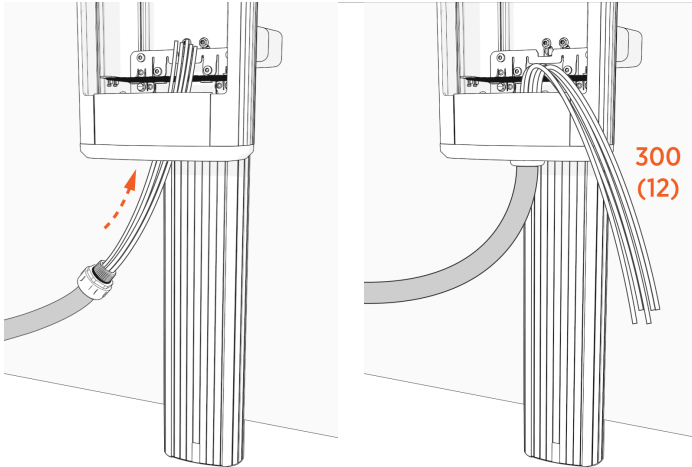
4. Use L-wrench or mini-ratchet wrench to torque two flange screws (upper) and two preinstalled nuts (lower) to 5.7 Nm (50 in-lb).



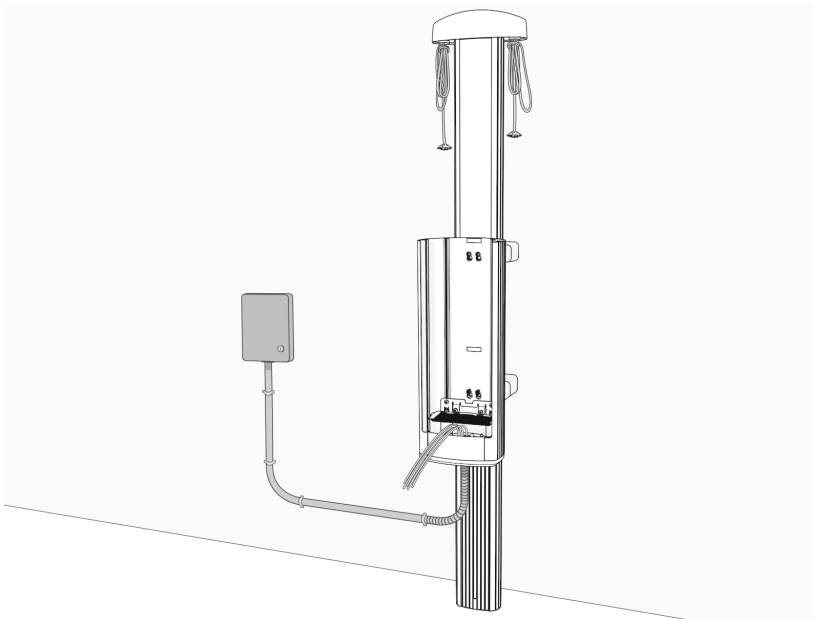
## Install the Conduit

1. Feed conduit through lower station bracket and into station.

The length of wire available from the end of the conduit or the wall mount base must be at least 300 mm (12 in).



2. Select the appropriate gland or hardware and sealant, if applicable, to attach the conduit to the station.



**IMPORTANT:** Install and seal the conduit following local codes.

After installing the wall mount, go to [Connect Wiring - North America](#).

# Connect Wiring - North America 4

---

**CAUTION:** Use copper conductors only.

Do not provide GFCI protection at the panel. The CP6000 has built-in GFCI protection.

In areas with frequent thunderstorms, add surge protection at the service panel for all circuits.

Use new circuit breakers only.



Ensure all power and ground connections (especially those at the breaker) are clean and tight. Remove all oxide from all conductors and terminals before connecting wiring.

Although neutral is not used by CP6000 charging stations, system neutral must be bonded to ground so that all line to ground voltages are defined.

---

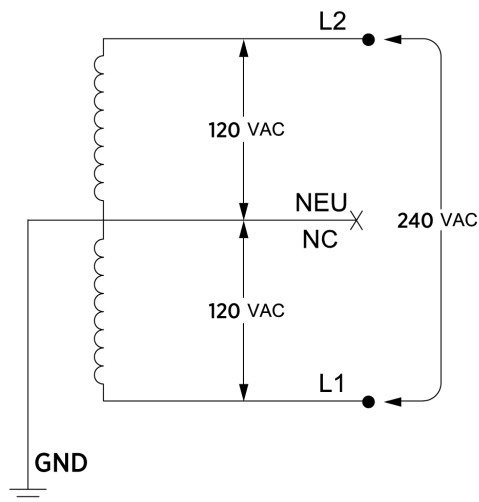
## Grounding Requirements

CP6000 charging stations must be connected to a grounded, metal, permanent wiring system. An equipment-grounding conductor must be run with circuit conductors and connected to an equipment-grounding terminal on the charging station.

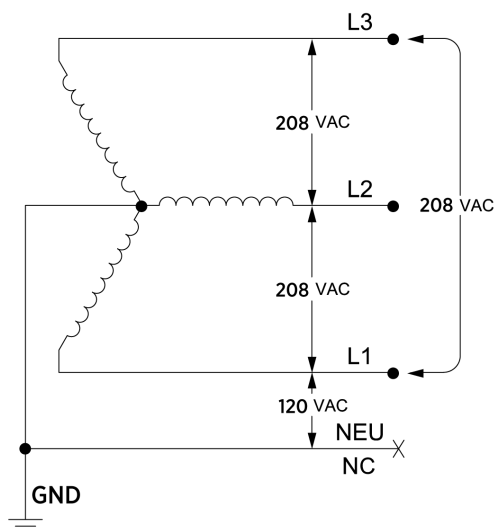
A grounding conductor that complies with applicable codes must be grounded to earth at the service equipment or, when supplied by a separate system, at the supply transformer, or may be grounded to an earth electrode. Ensure the grounding conductor complies with all applicable codes.

## Connect To These Systems

- 120/240 VAC, 1Ø Bonded Neutral  
Station is connected to L1 and L2  
Neutral is not used



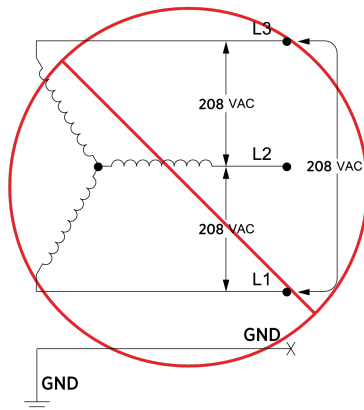
- 120/208 VAC, 3Ø Wye Bonded Neutral  
Station may be connected to any two lines  
Neutral is not used



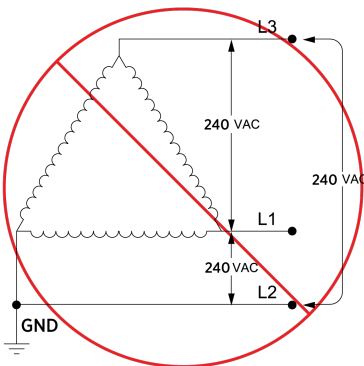


## Do Not Connect to These Systems

- 208 VAC 3Ø Wye, ungrounded  
Floating Neutral  
Voltage of either line to ground is undetermined  
Neutral is not grounded



- 120/240 VAC 3Ø Delta, corner-grounded  
Voltage of any line is not 120 V nominal relative to ground
- Any system where the center point of the AC power source is not grounded.



## Install Circuit Sharing Jumpers

Circuit sharing jumpers may be required for certain station installations. These include:

- Single port stations
- Single circuit installations to supply power to dual port stations

Jumpers are included with charging stations.



**IMPORTANT:** Circuit sharing jumpers cannot be installed with the Power Plate in the housing.

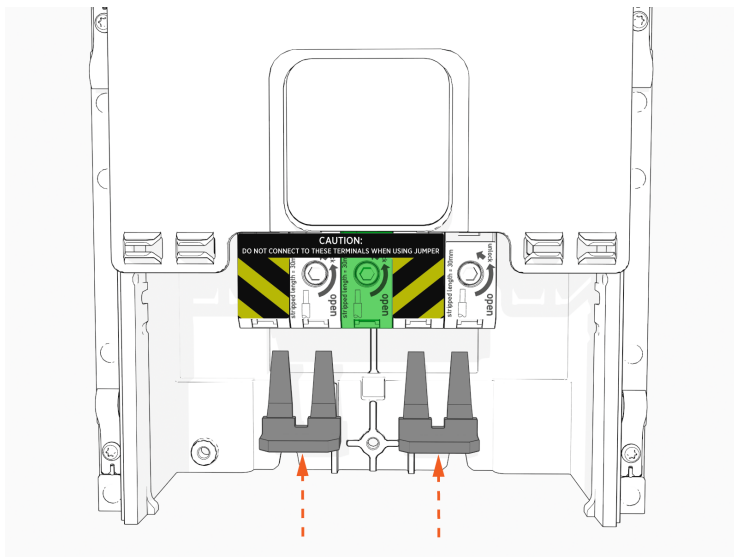
If the station is not being configured for circuit sharing, go to [Install the Power Plate](#).



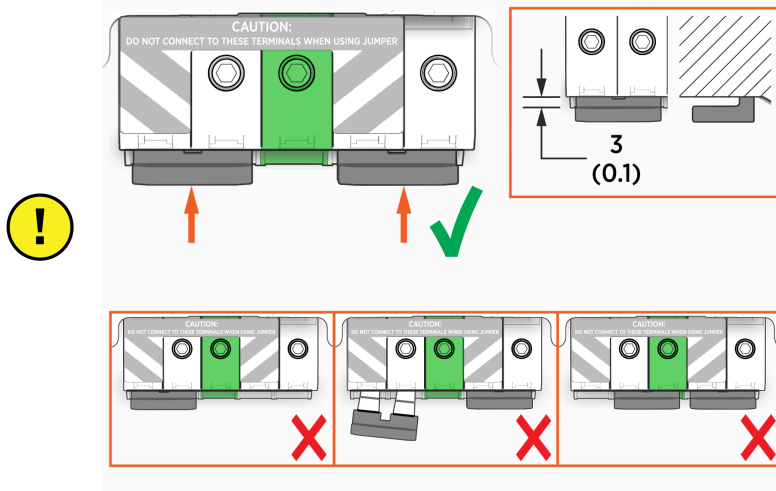
**WARNING:** Install jumpers only when one circuit feeds one or both ports. Installing jumpers while feeding a circuit to each port will result in shorting occurring across the lines.

1. Install the jumpers. You must install both of the jumpers.

Do not terminate wires on either of the two specific terminals that are being fed by a jumper.

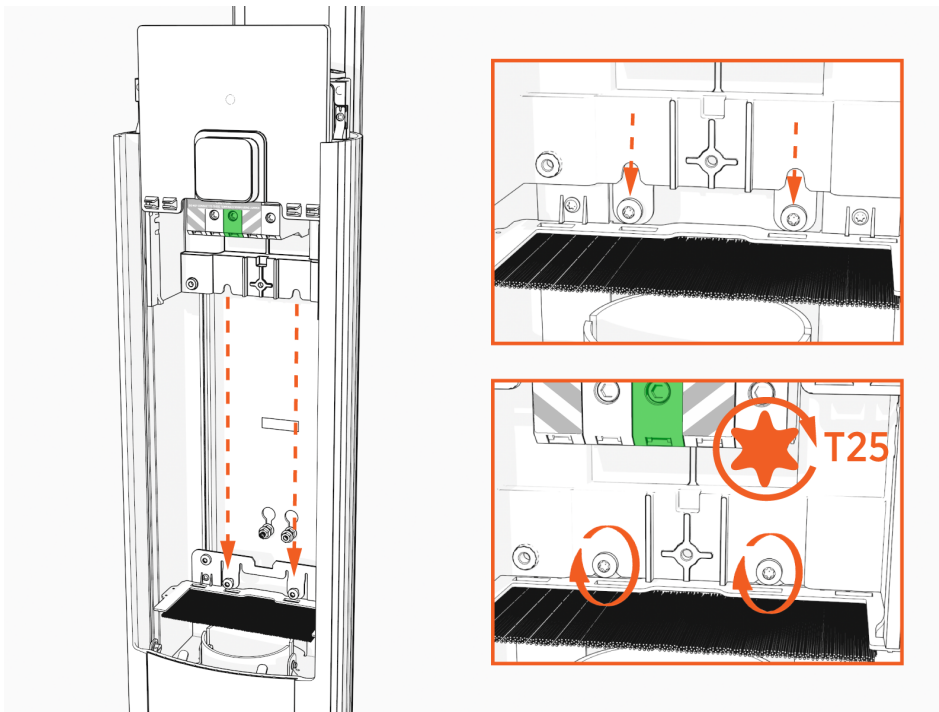


**IMPORTANT:** Ensure circuit sharing jumpers are fully seated.



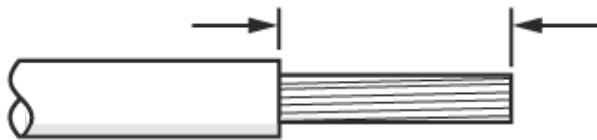
## Install the Power Plate

1. Align the power plate with the housing and slide it down until it touches the metal bracket.
2. Ensure the power plate is seated correctly.
3. Slide the power plate block cover up.
4. Using a T25 driver, torque the screws to 5.7 Nm (50 in-lb) to secure the power plate.



# Connect the Wiring

- 1. Strip the wires 30 mm (1 3/16 in).

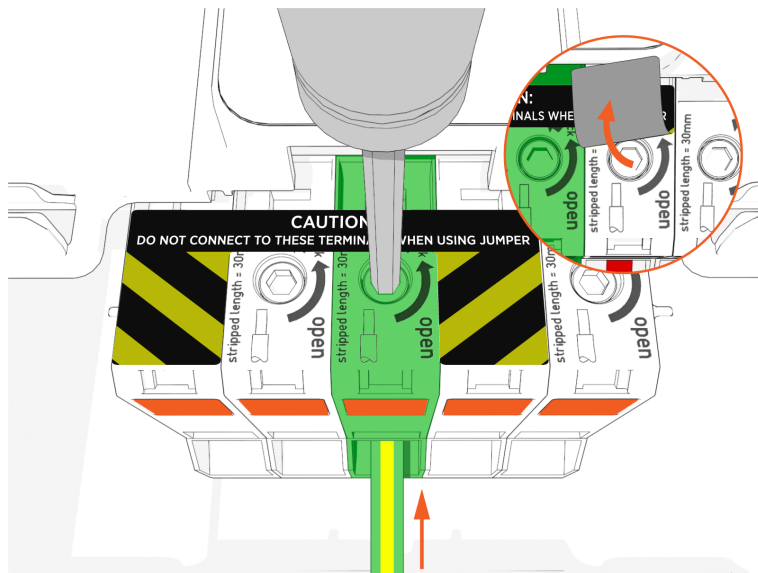
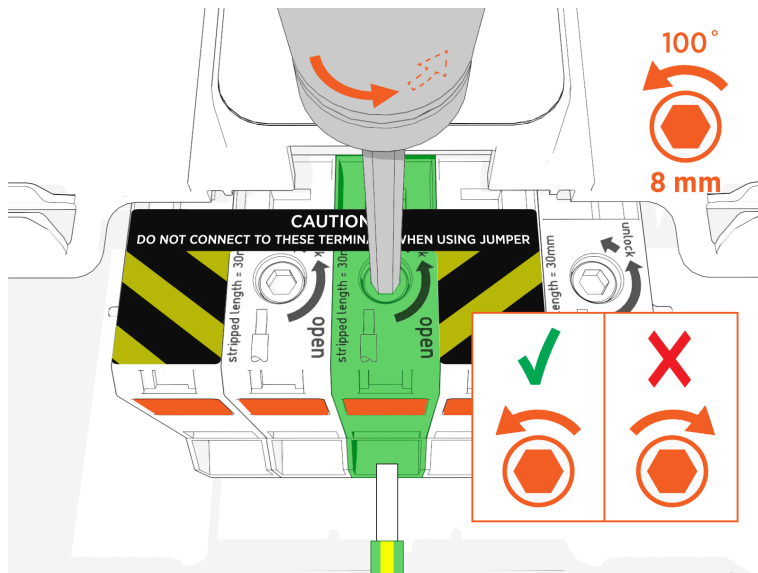


**IMPORTANT:** Cut wires straight across at 90° and not at an angle.

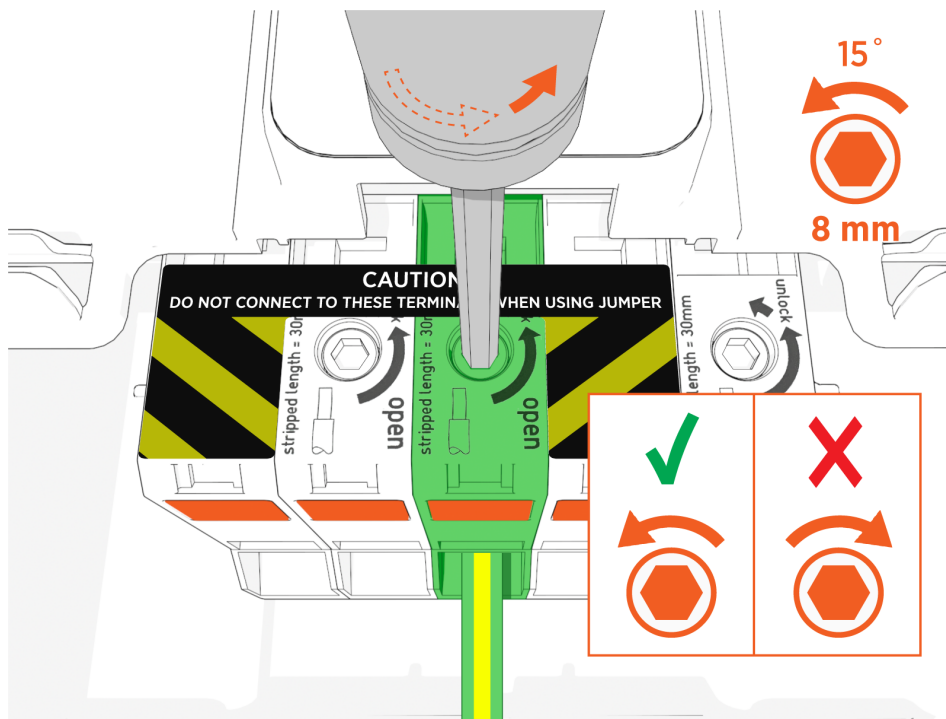


2. To open the center terminal block, insert an 8 mm (5/16 in) hex driver and rotate it counter-clockwise. You might need to lift the label flap to access the terminal block.

Hold the driver in place to keep the terminal open while inserting the wire.

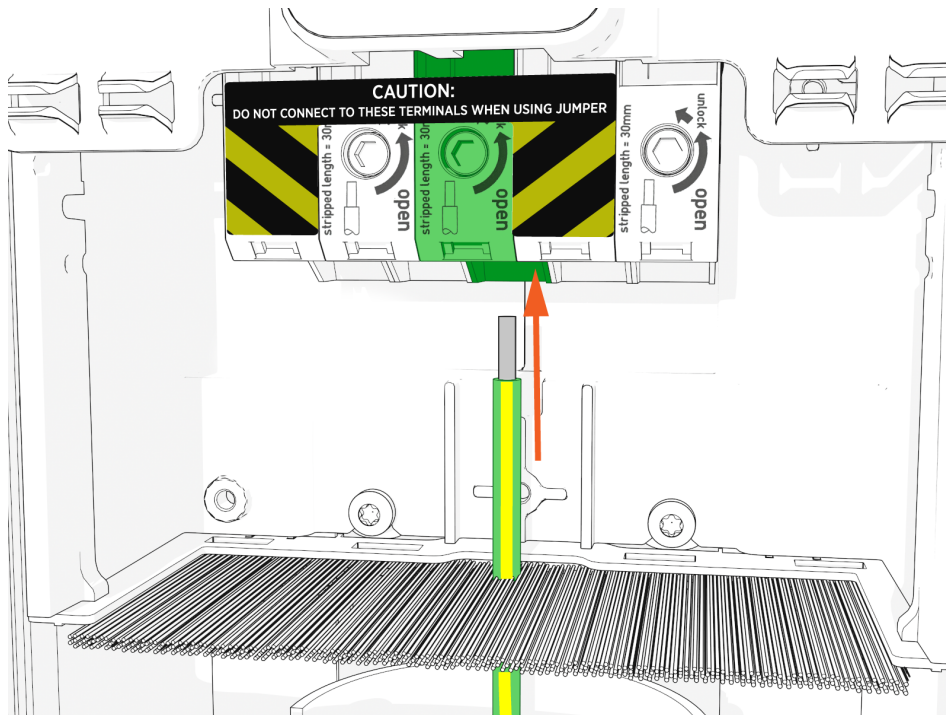


**IMPORTANT:** If you use the orange button to lock the terminal block in the open position, use only counter-clockwise rotation to release it. Rotating the tool clockwise will damage the terminal block.



3. Insert the ground wire into the center terminal.

**Note:** Make sure the wire is fully seated and no bare wire is visible outside the terminal block.

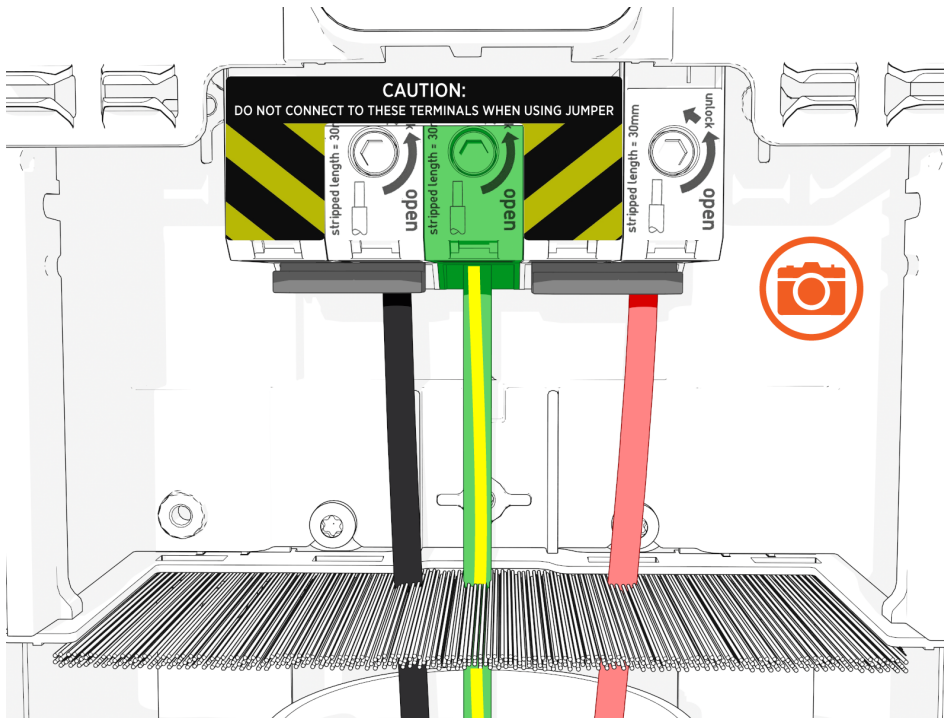


4. While holding the wire in place, release the hex driver to secure the wire in the terminal block.
5. Repeat previous steps for each wire.

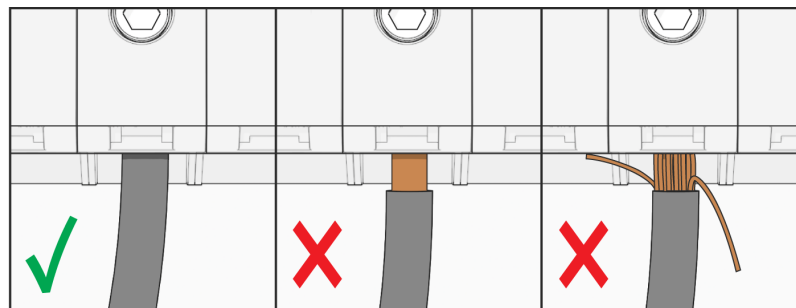
6. Take a picture of the completed terminal block wiring with labels to submit during pinpointing.



**IMPORTANT:** Ensure that you take a photo of the wires in the terminal block before continuing the installation process.



**IMPORTANT:** You should not see any copper wire outside the terminal block.



---

## Wiring Diagrams

These diagrams show wiring for installing single and dual port CP6000 stations on:

- A dual circuit, dual port
- A single circuit, dual port
- A single circuit, single port

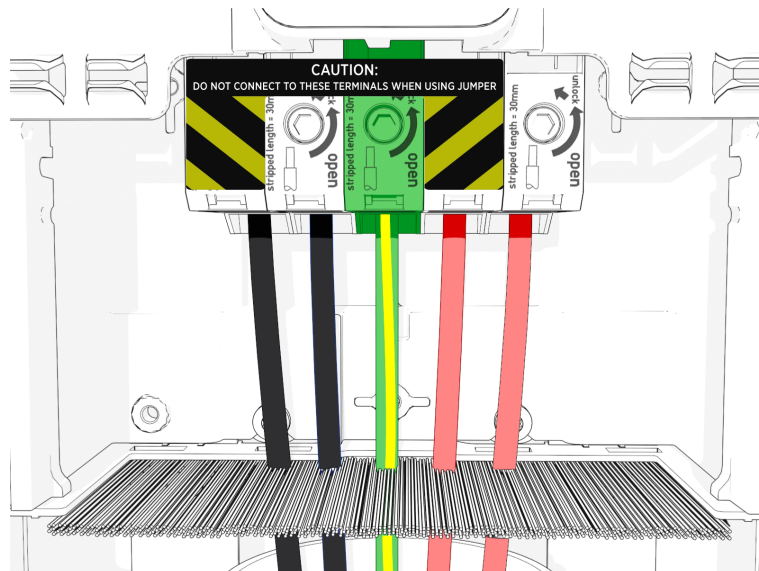
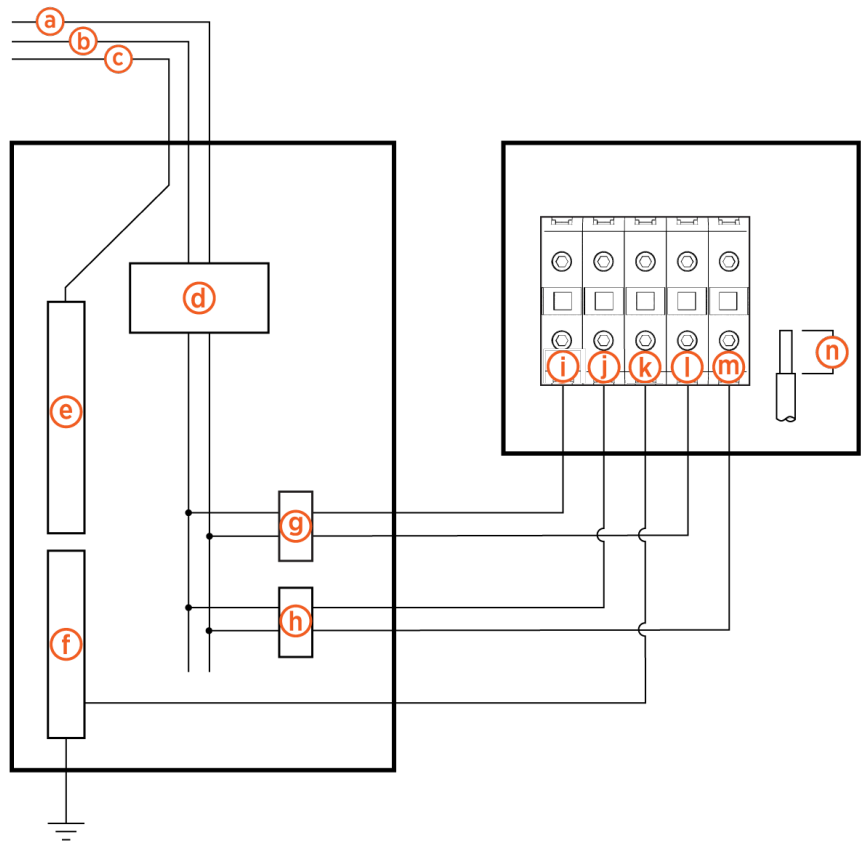
The number of dedicated circuits required depends on the type of installation and the power available at the site.

Refer to the CP6000 Datasheet on [chargepoint.com/guides](https://chargepoint.com/guides) for electrical input and output specifications.



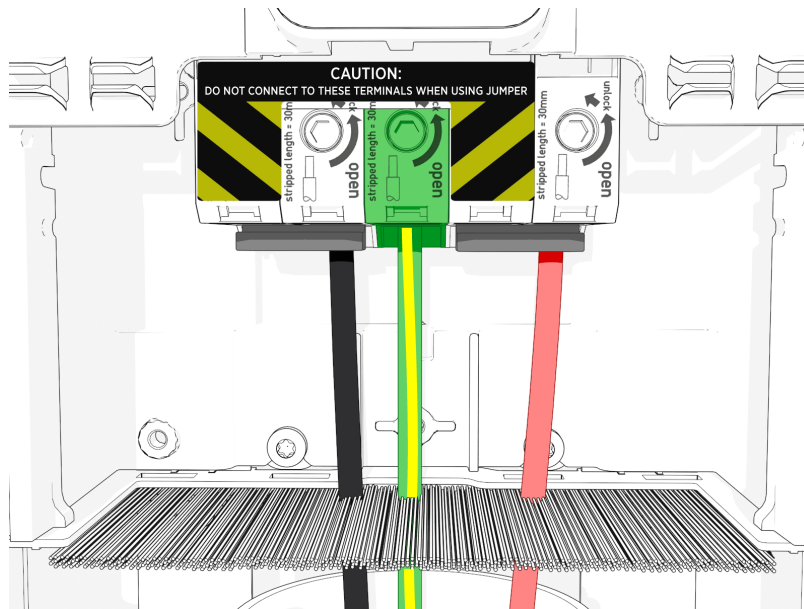
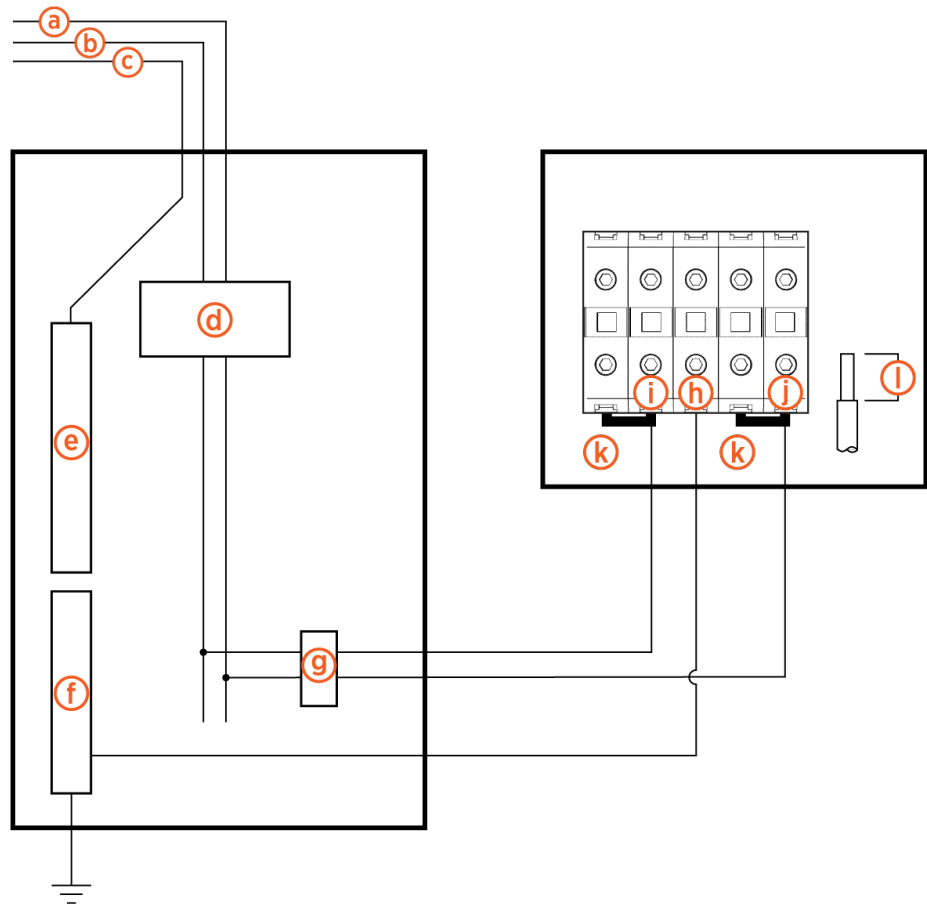
## 208 VAC Single Phase Dual Circuit, Dual Port

- a. L2
- b. L1
- c. Neutral
- d. Main breaker
- e. Neutral bus
- f. Ground bus
- g. Left breaker
- h. Right breaker
- i. L1 left
- j. L1 right
- k. Ground
- l. L2 left
- m. L2 right
- n. Wire strip length  
30 mm (1 3/16 in)



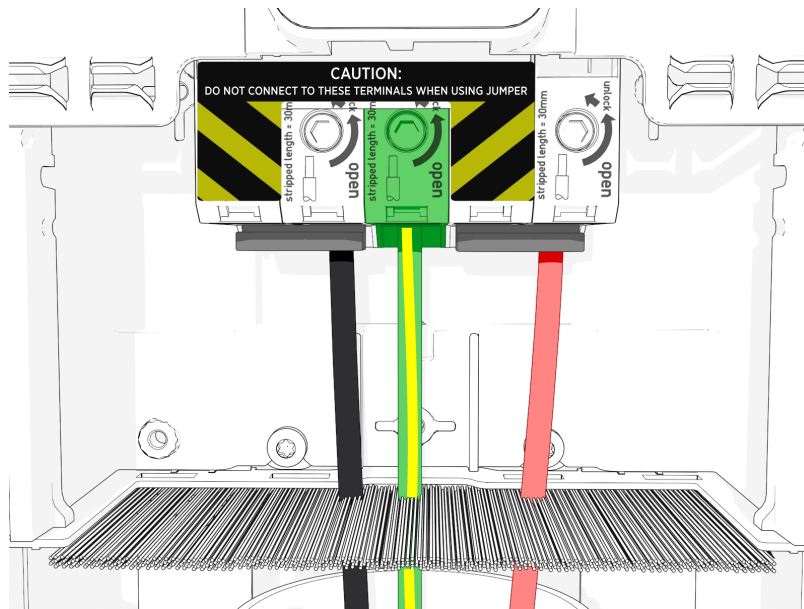
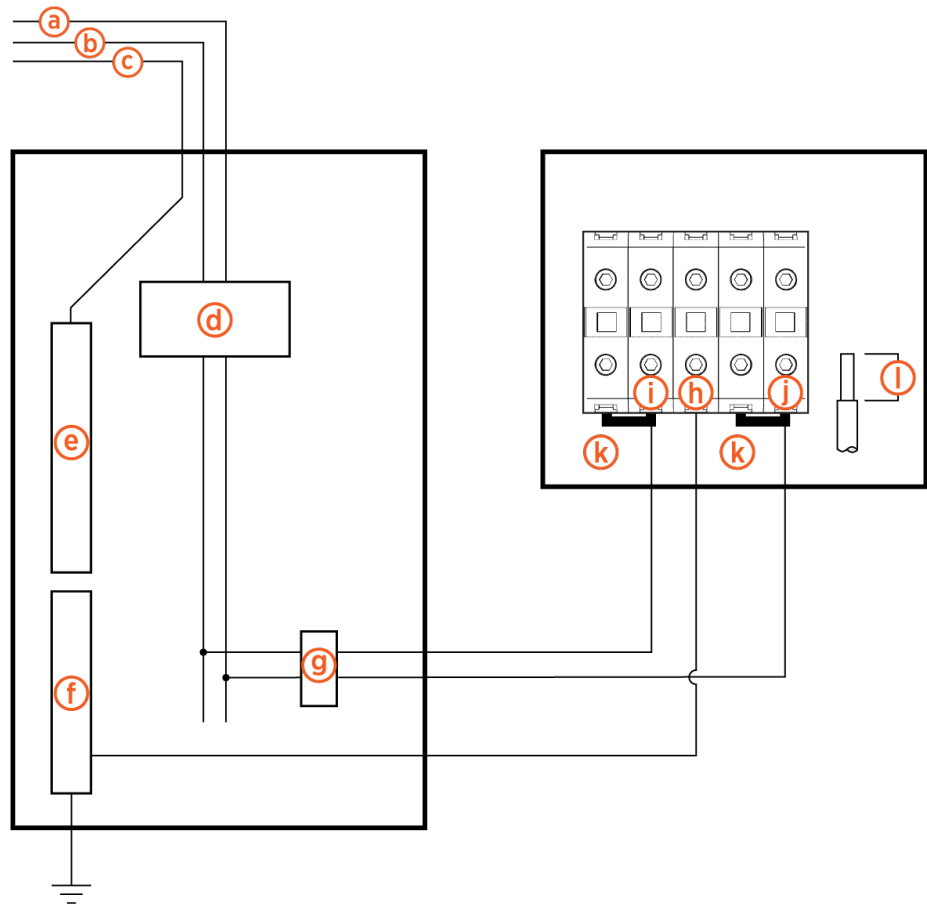
## 208 VAC Single Phase Single Circuit, Dual Port

- a. L2
- b. L1
- c. Neutral
- d. Main breaker
- e. Neutral bus
- f. Ground bus
- g. Breaker
- h. Ground
- i. L1
- j. L2
- k. Jumper
- l. Wire strip  
length 30 mm  
(1 3/16 in)



## 208 VAC Single Phase Single Circuit, Single Port

- a. L2
- b. L1
- c. Neutral
- d. Main breaker
- e. Neutral bus
- f. Ground bus
- g. Breaker
- h. Ground
- i. L1
- j. L2
- k. Jumper
- l. Wire strip  
length 30 mm  
(1 3/16 in)



## Check Voltages



**IMPORTANT:** Ensure that Neutral connects to ground in the system per applicable codes.

The following table lists the expected input voltage measurements.

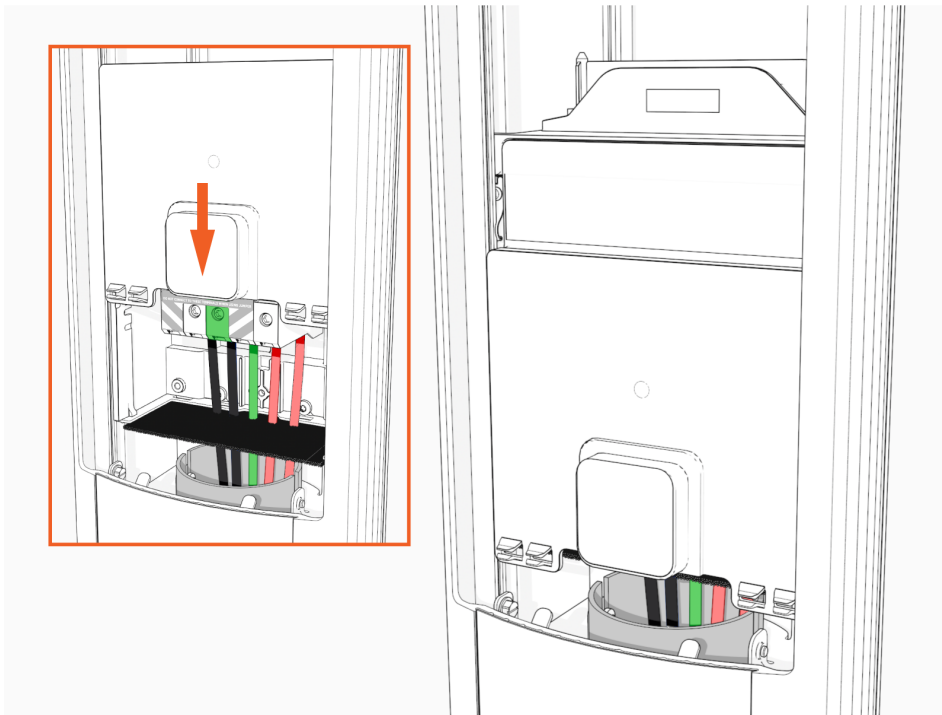
Measure Between	VAC (Plus or Minus 10%)
L1R – L2R	208/240
L1L – L2L	208/240
L1R – GND	120
L2R – GND	120
L1L – GND	120
L2L – GND	120

1. Turn power ON at the circuit breaker panel.
2. Using a solenoid type voltmeter, check that the voltages at the charging station's terminal block are as listed in the table above.
  - Insert the meter probes into the holes at the top of each terminal block and check the input voltage.
  - If the voltages are not within 10% of the voltages in the table above, ensure the wiring has been properly connected. Refer to the detailed wiring diagrams in this chapter.
  - For grounding requirements, see the CP6000 Datasheet on [chargepoint.com/guides](https://chargepoint.com/guides).
3. Resolve any wiring issues and ensure voltages are correct.
4. Turn power OFF at the circuit breaker panel.

# Assemble the Station 5

## Connect the Head Assembly

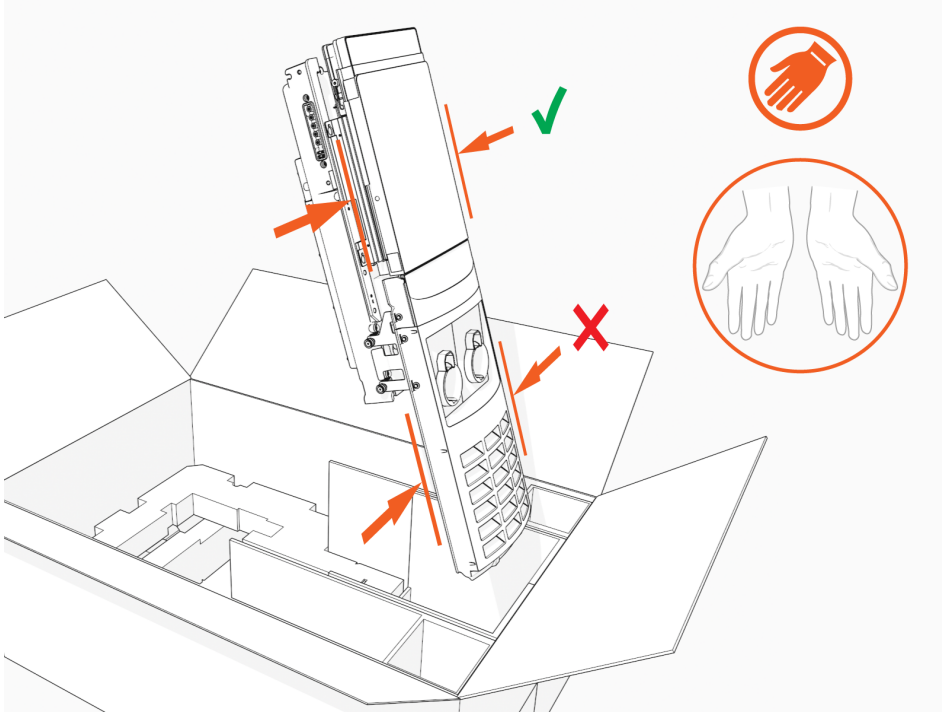
1. Lower the power plate cover.



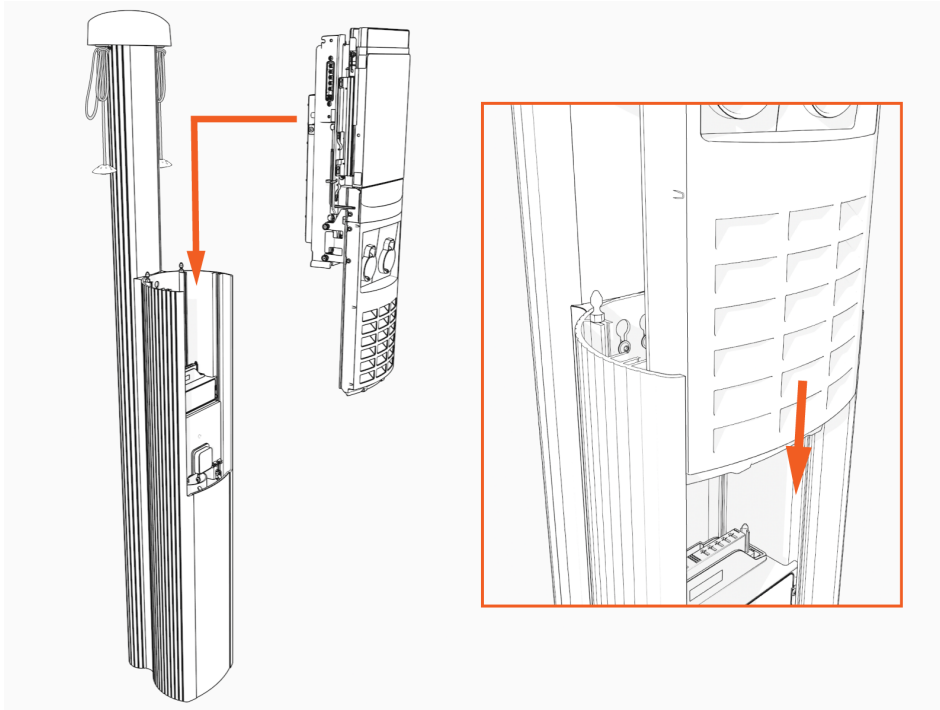
2. Open the head assembly package.
3. Remove the head assembly from the packaging.



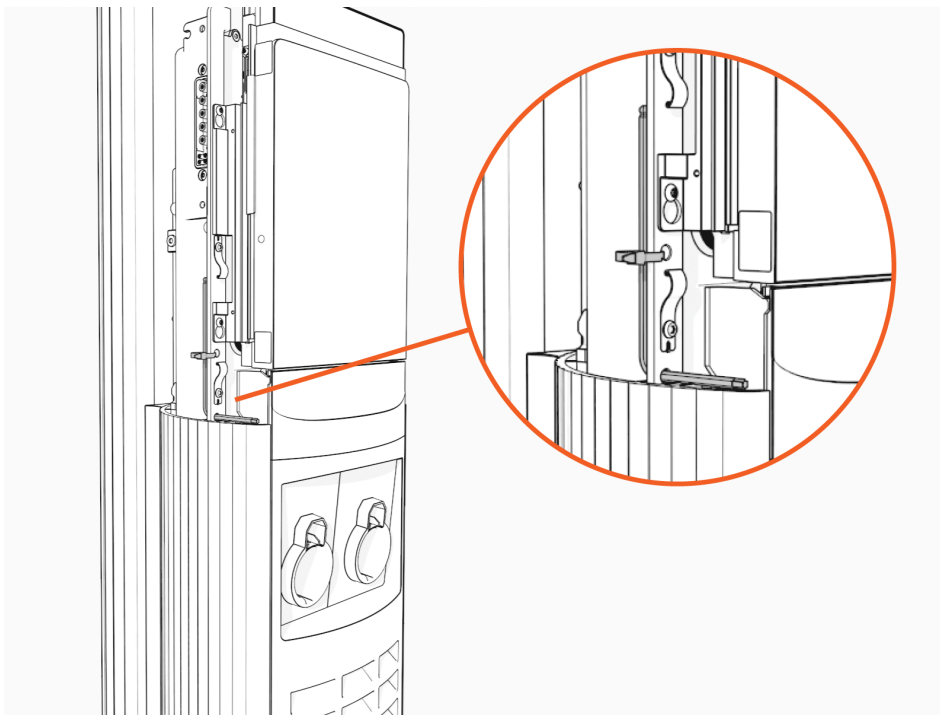
**IMPORTANT:** Hold the metal castings on the sides of the head assembly, not the plastic front cover, to avoid damaging the front cover.



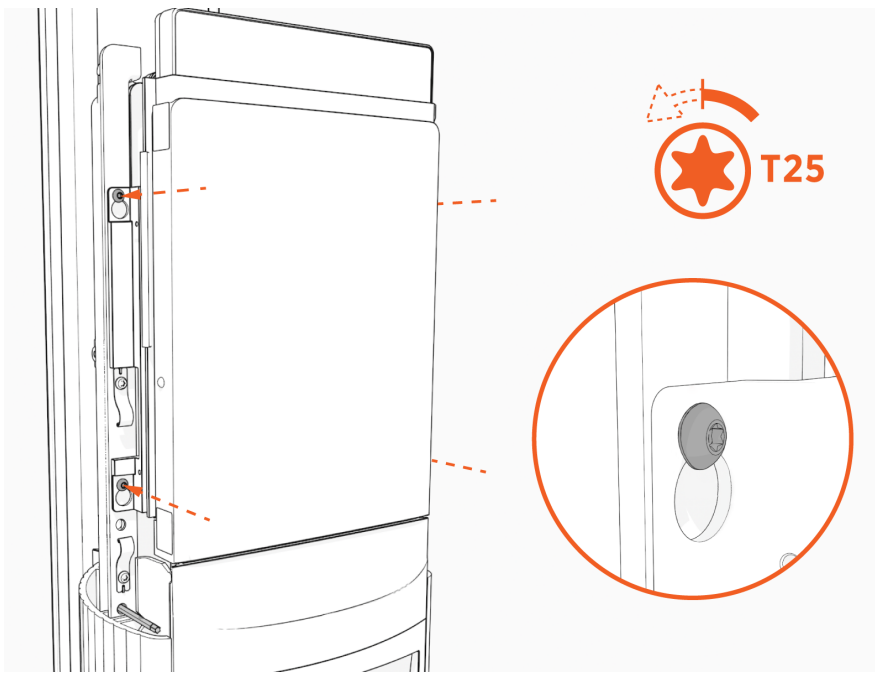
4. Align the rails on the head assembly with the pedestal and slide it into the pedestal housing.



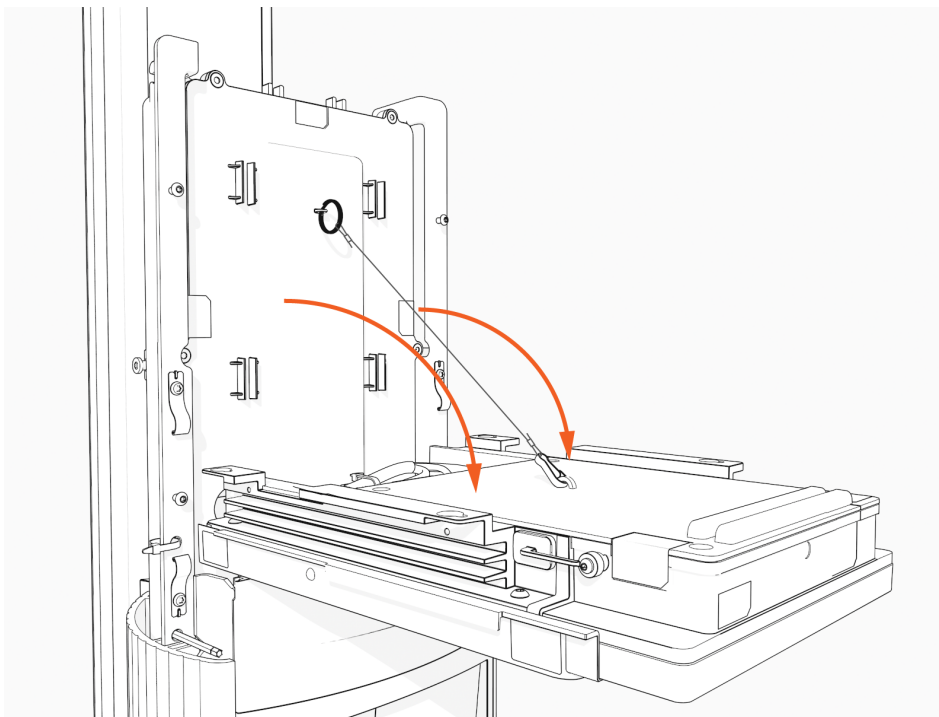
The head assembly rests on the L-wrench connected to the side of the assembly.



5. Loosen, but do not remove, the screws that secure the Control and Communications Unit (CCOM) to the head assembly.



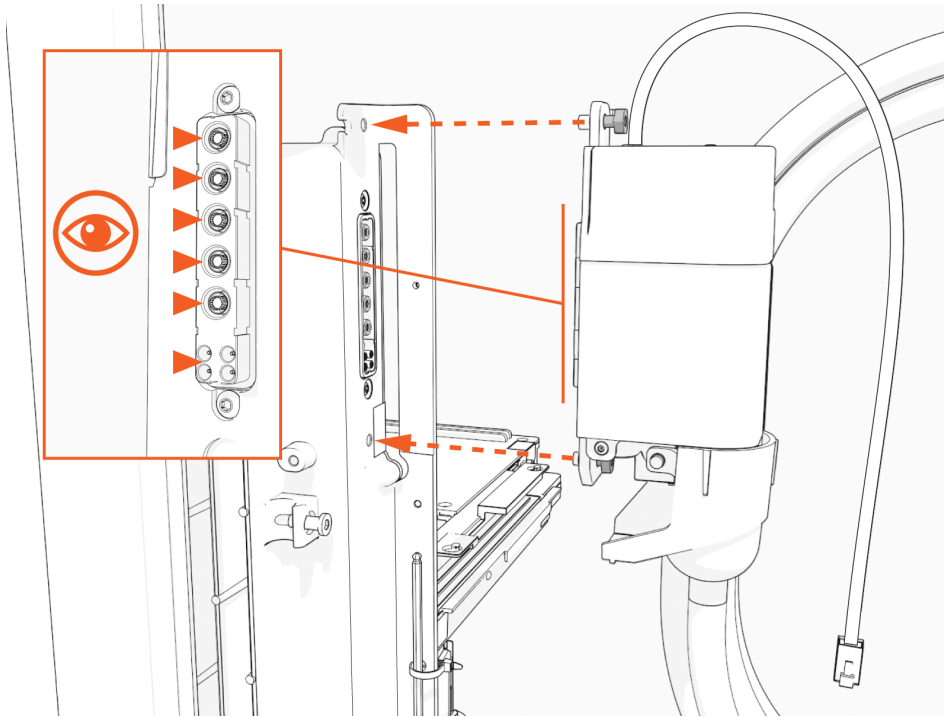
6. Lift the CCOM up and tilt it away from the head assembly.  
The bottom edge of the CCOM rests on the upper edge of the holster assembly.



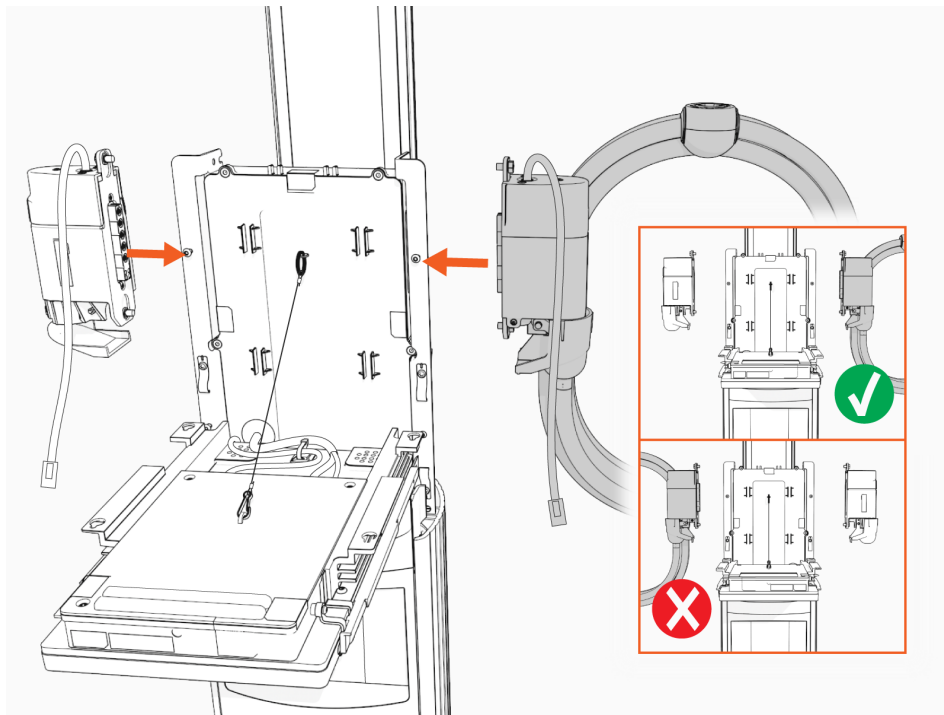


7. Ensure there is no visible damage to the connector pins.

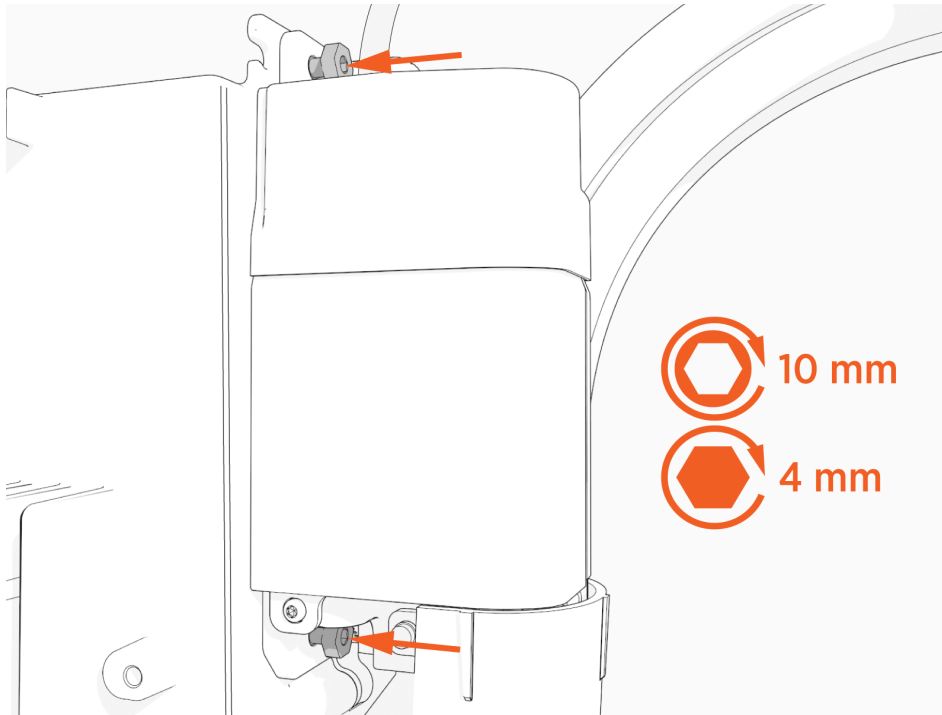
Attach the smart cable by partially engaging one screw and then partially engaging the second screw.



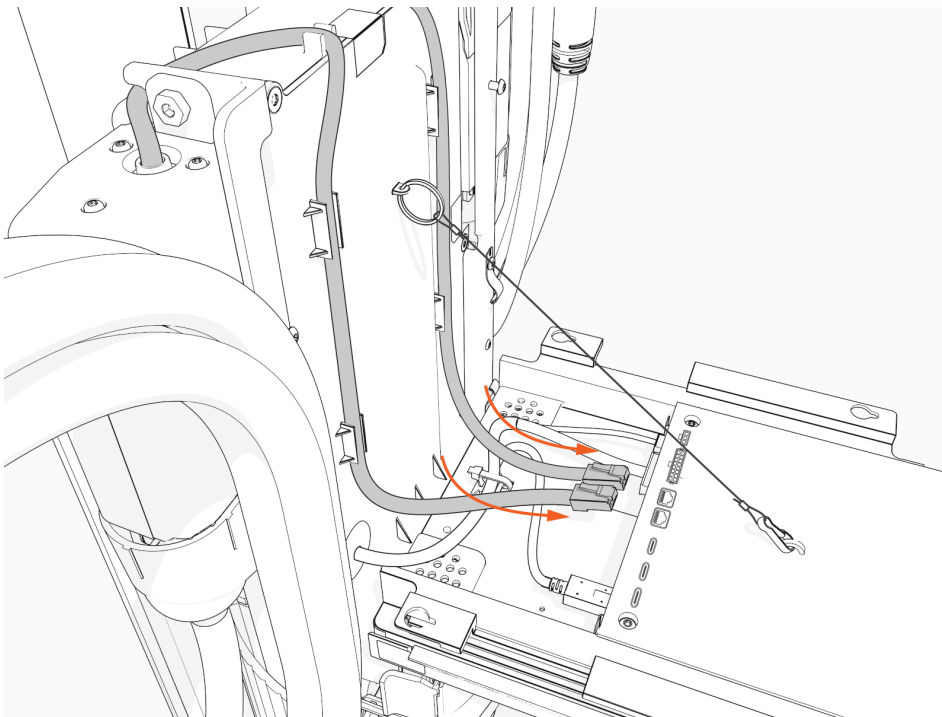
8. On single port stations, attach the smart cable to the **right** side as you are facing the charging station. Connect the blank connector to the left side.



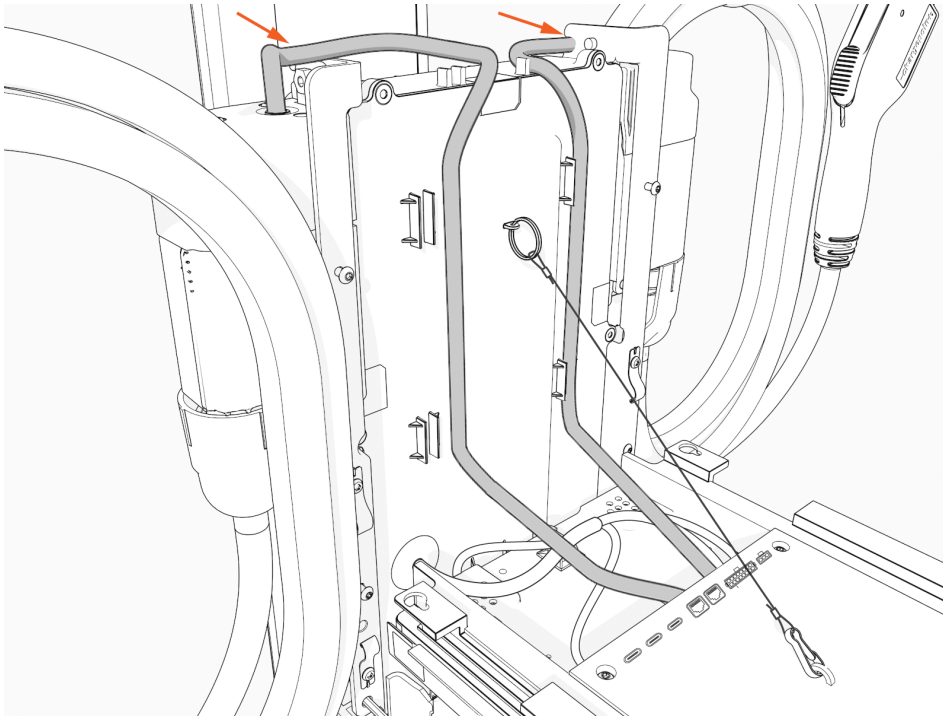
9. Torque both the top and bottom screws to 1.1 Nm (10 in-lb) to secure the smart cable.



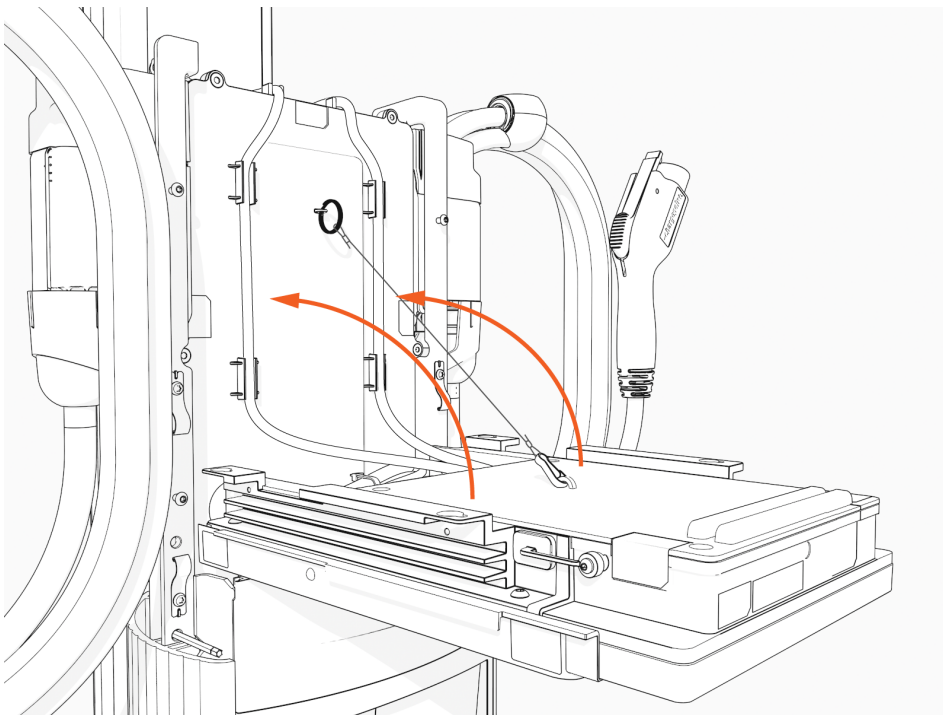
10. Connect the RJ45 Ethernet cables from the smart cable assembly to the bottom of the CCOM.



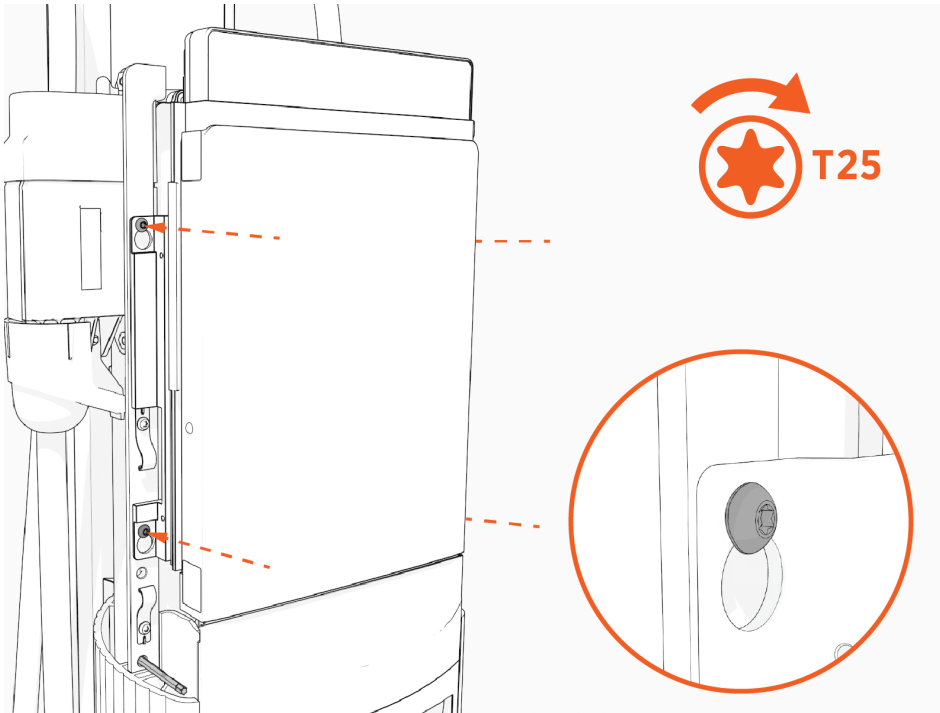
11. Slide the RJ45 Ethernet cables into the slots.



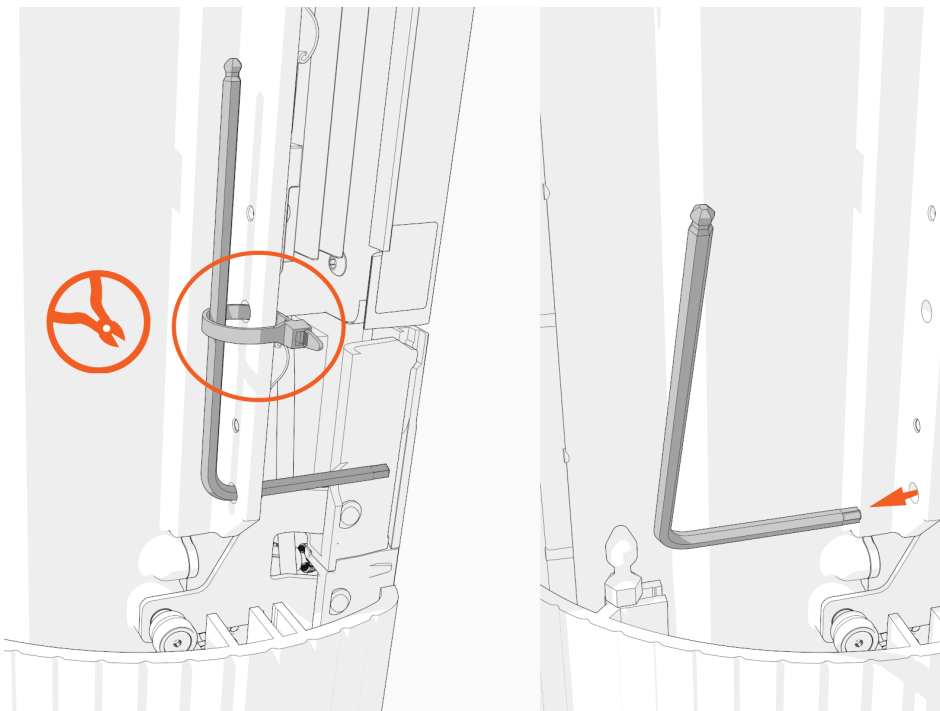
12. Raise the CCOM and slide it into place on the head assembly.



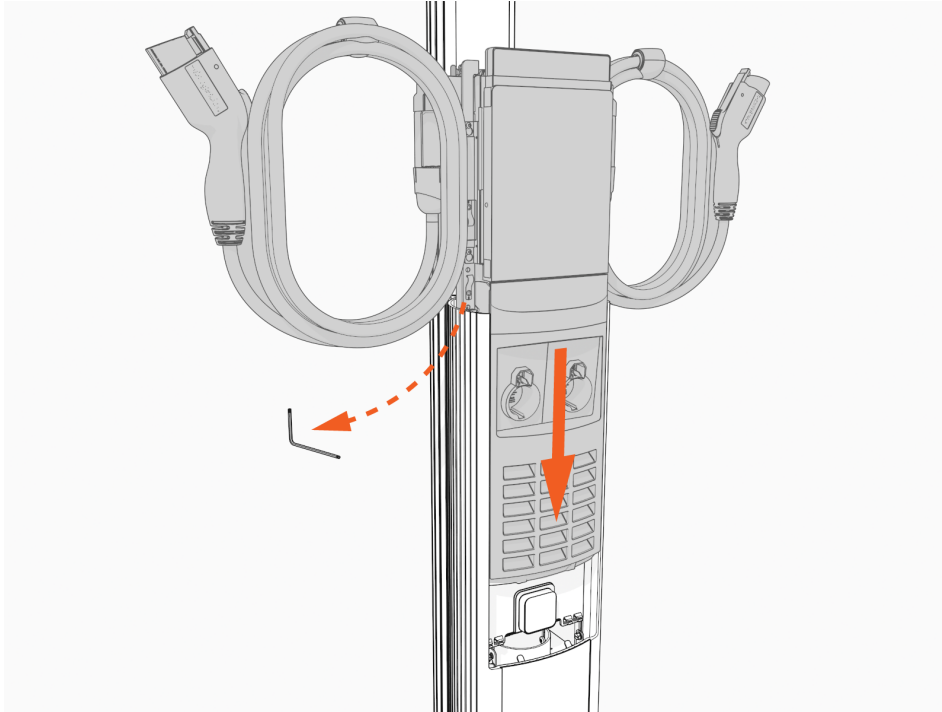
13. Torque the screws to 1.7 Nm (15 in-lb) to secure the CCOM.



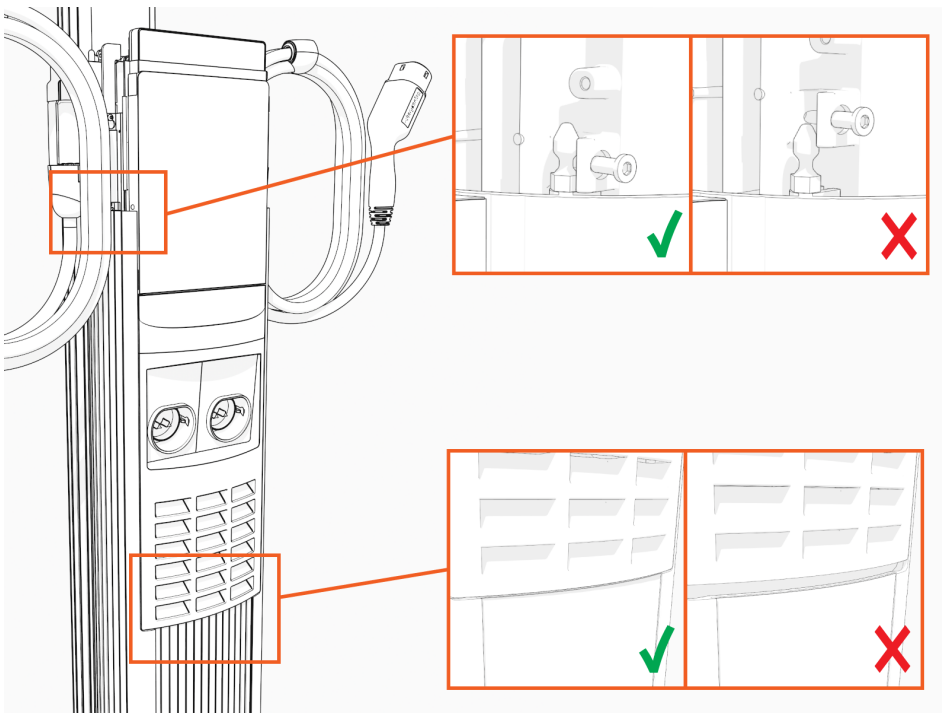
14. Remove the L-wrench.



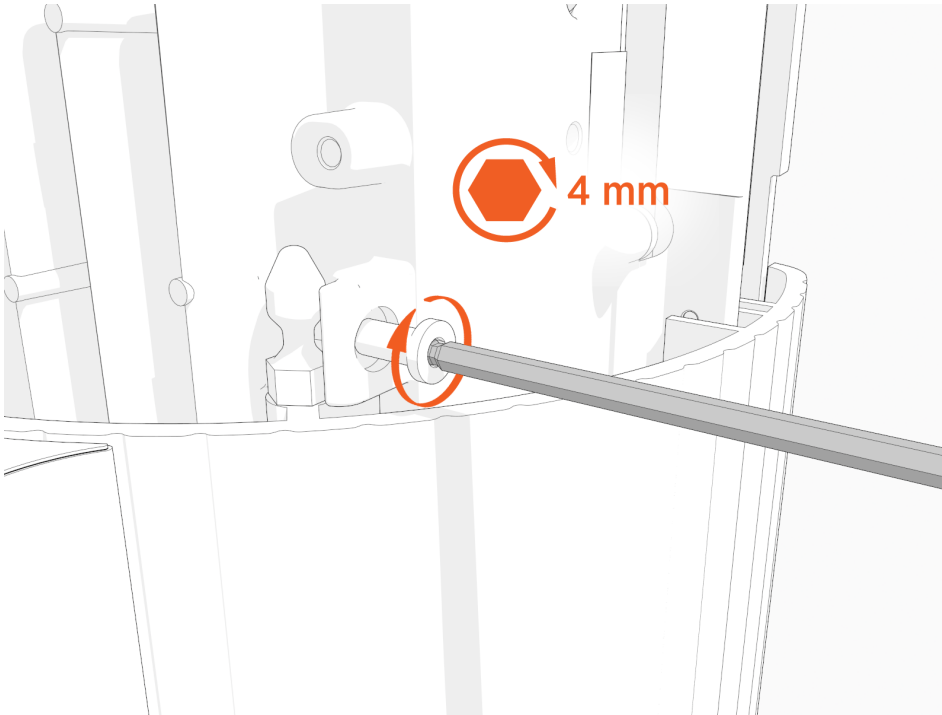
15. Slide the head assembly all the way into the pedestal housing.



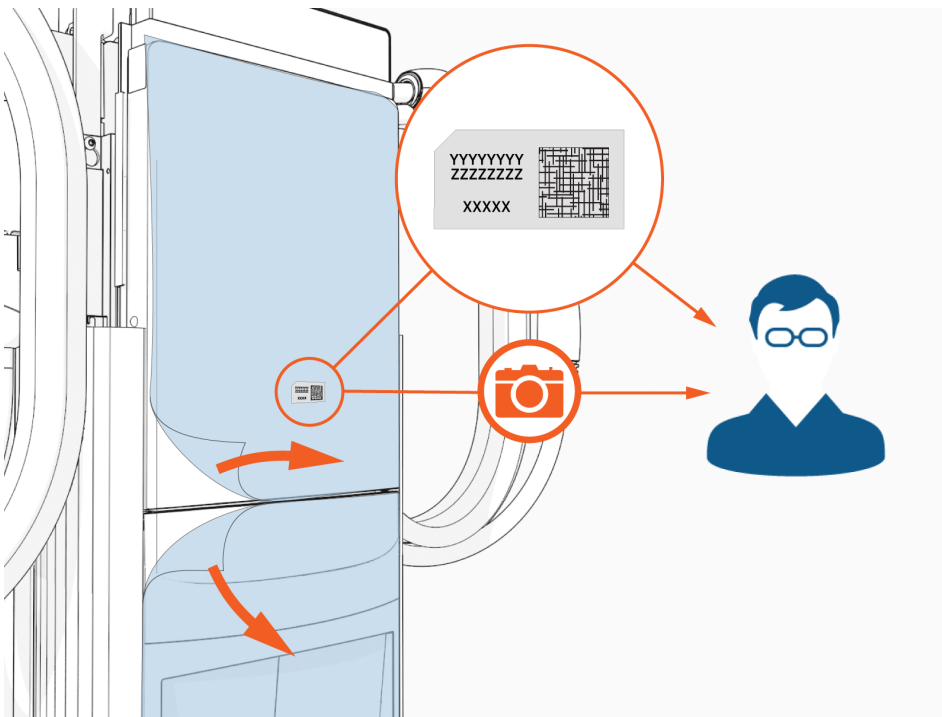
16. Ensure the head assembly is fully seated.



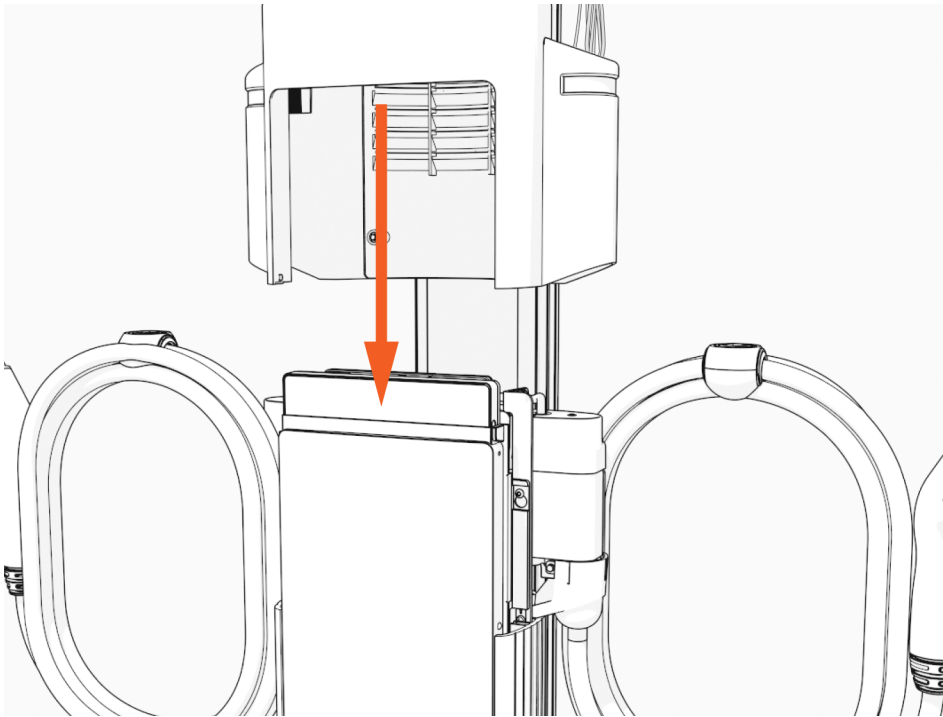
17. Using the L-wrench, tighten two screws.



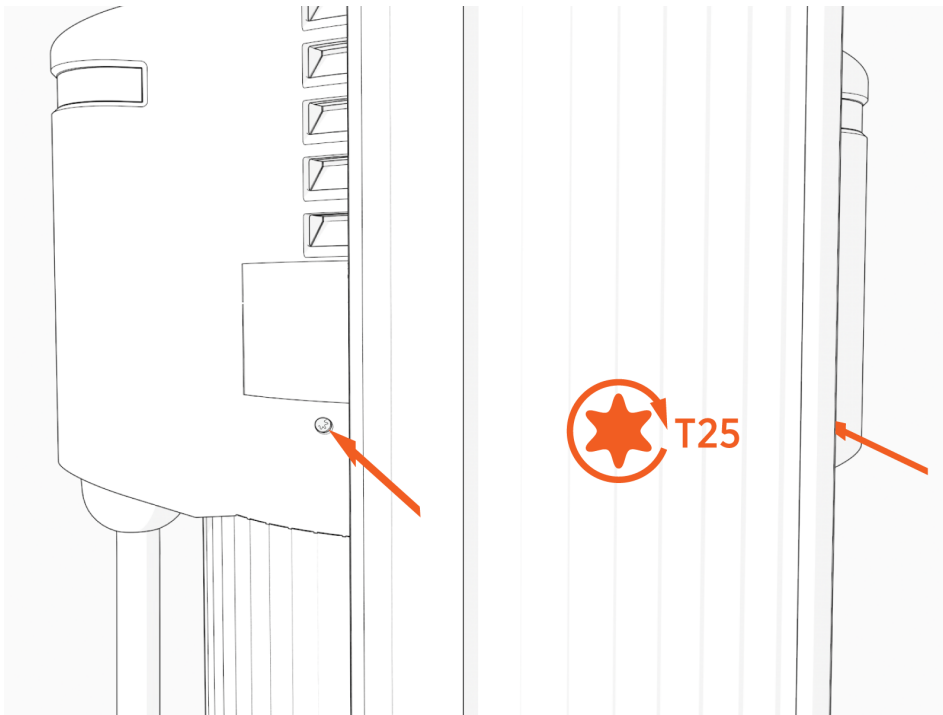
18. Take a picture of the activation label, remove the protective film, and give the protective film with the label to the station owner.



19. Slide the top cap onto the head assembly, adjusting as necessary to clear the SEVC cables, until it fits into place.



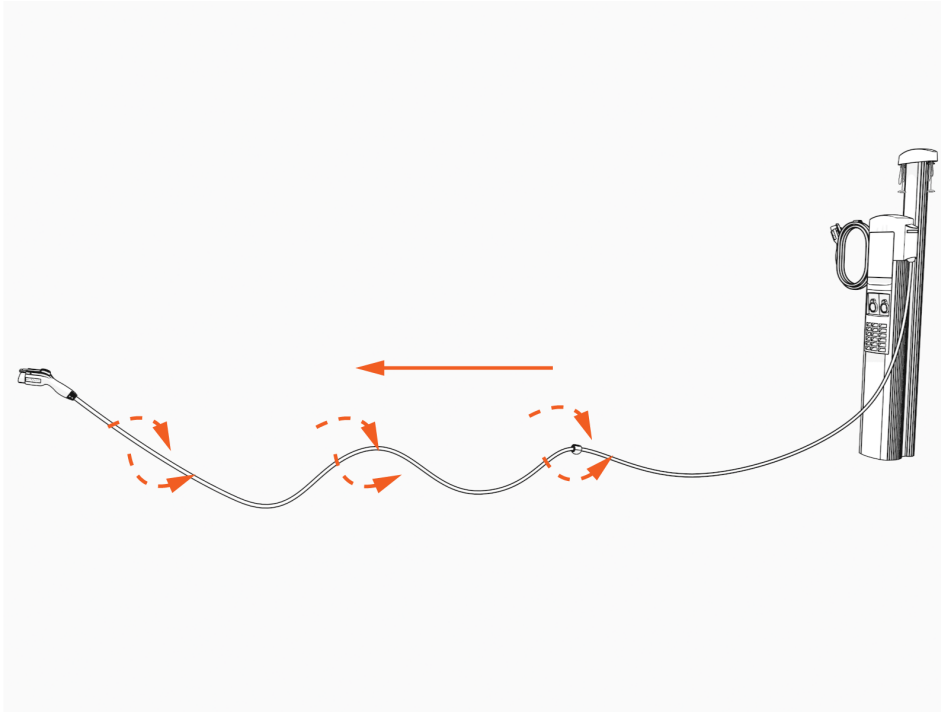
20. Torque two captive screws to 1.1 Nm (10 in-lb).



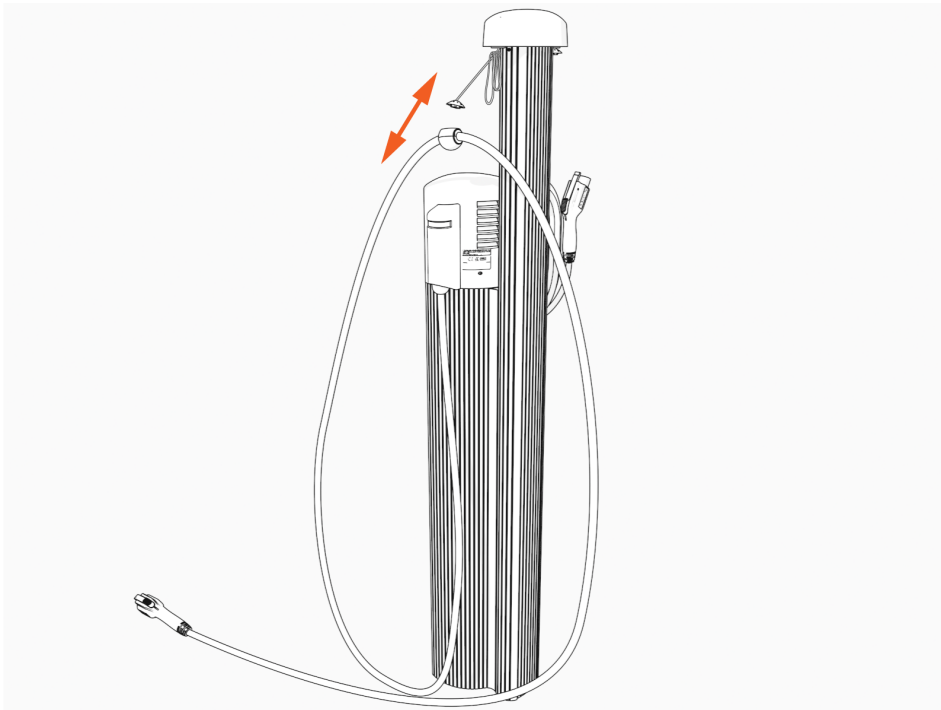


## Install Cable Clamps

1. Uncoil the charging cable by gently extending it all the way out and away from the station. Rotate the plug as needed to remove any twist or kinks.

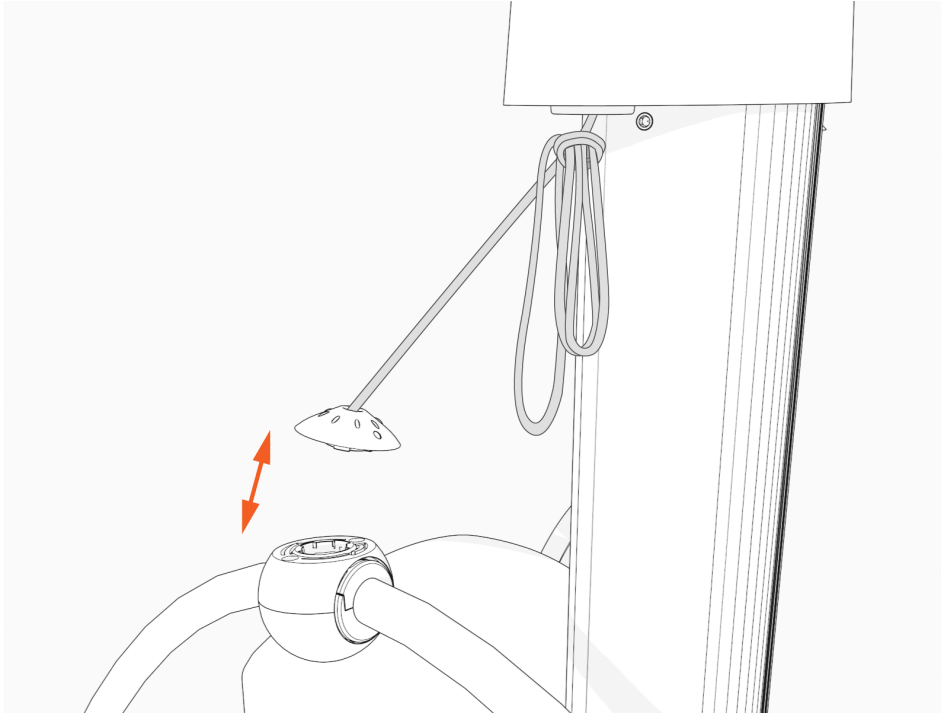


2. Position the charging cable near the base of the station.





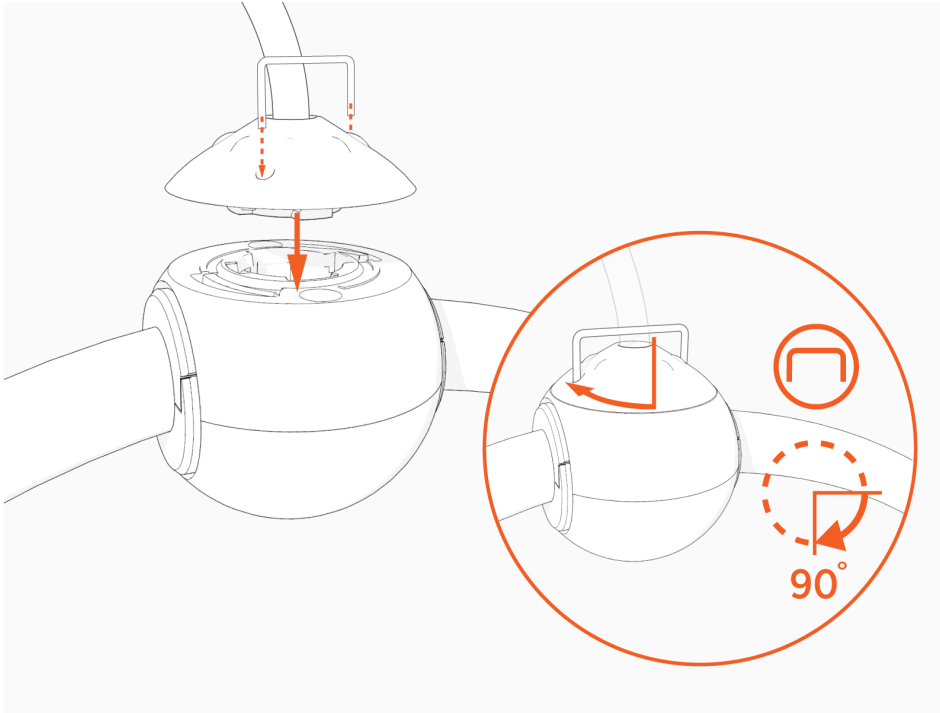
3. Align the knot bearing on each rope to its corresponding mating feature on the cable clamp.



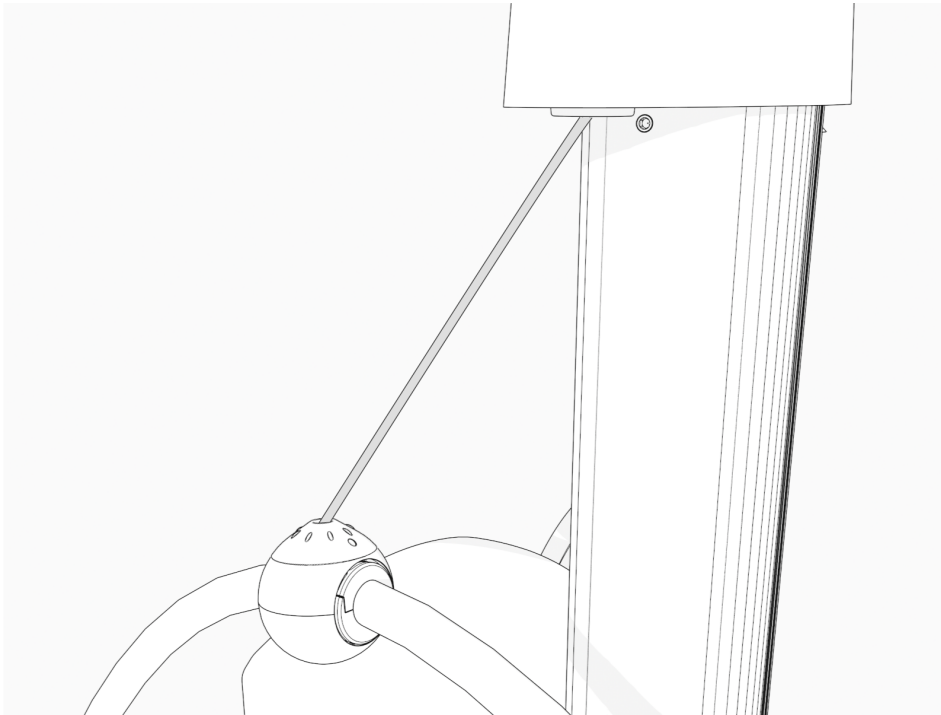
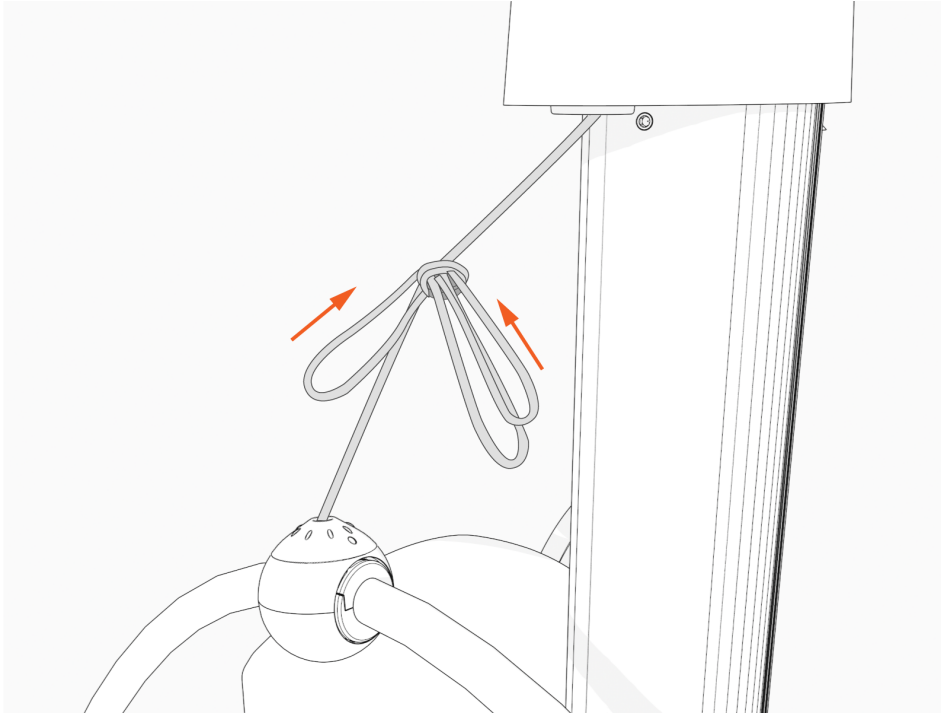
4. Using tool provided, turn the knot bearing clockwise approximately 1/4 turn. You may need to push down while turning the knot bearing.



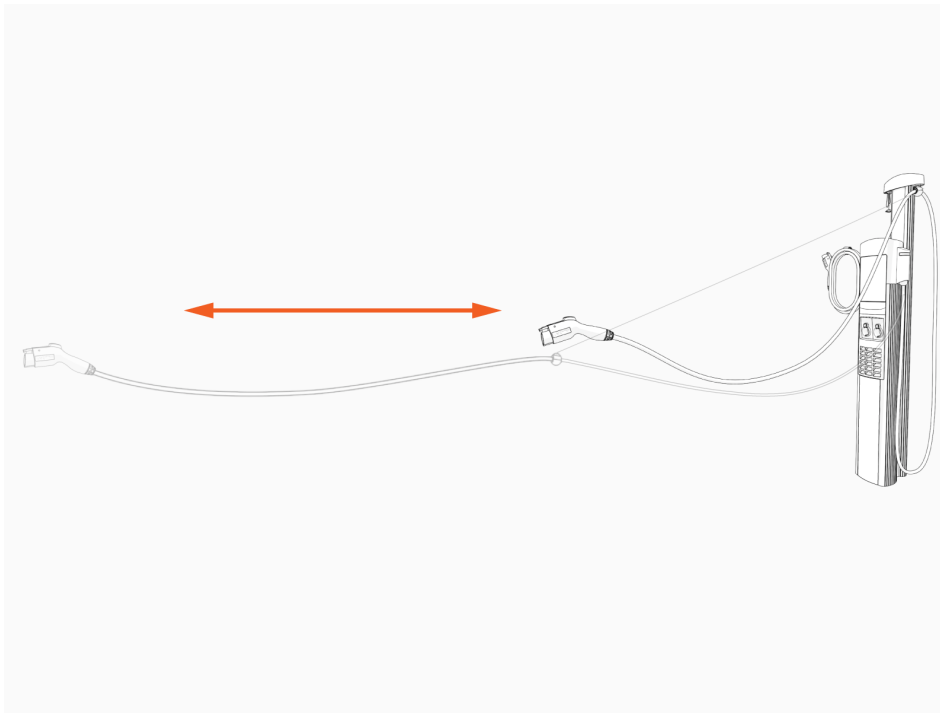
**IMPORTANT:** Ensure no gap exists between the top cap and the ball.



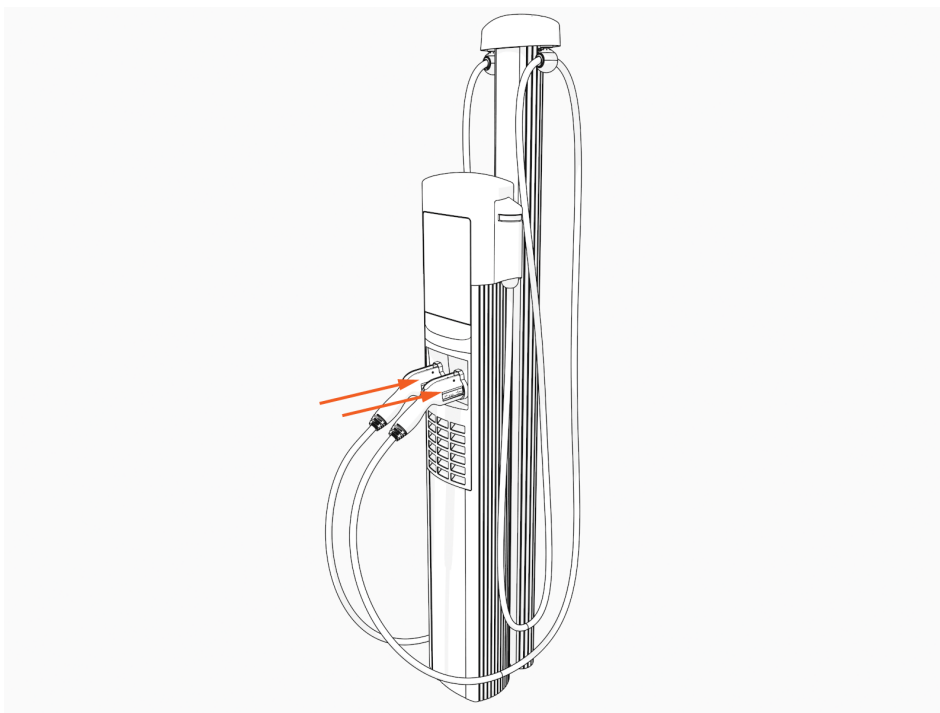
5. Untie the knot near the top of the CMK.



6. Check that the charging cable extends and retracts fully and smoothly.



7. Insert the charging cables into their corresponding holsters.



# Complete Station Setup 6

To complete the setup, you must have completed the installer training and received your installer login. To complete the next steps, you need:

- Installer login
- Activation label (including the MAC address), if not already applied to top cap
- A smartphone with a camera, QR code scanning (usually built into the camera app), Internet connectivity, and the ChargePoint Installer App

**Note:** You can also use the Installation Wizard and the Pinpoint Portal ([o.chargepoint.com](https://o.chargepoint.com)).

- The exact location (to the parking space) where the CP6000 charging station is physically installed

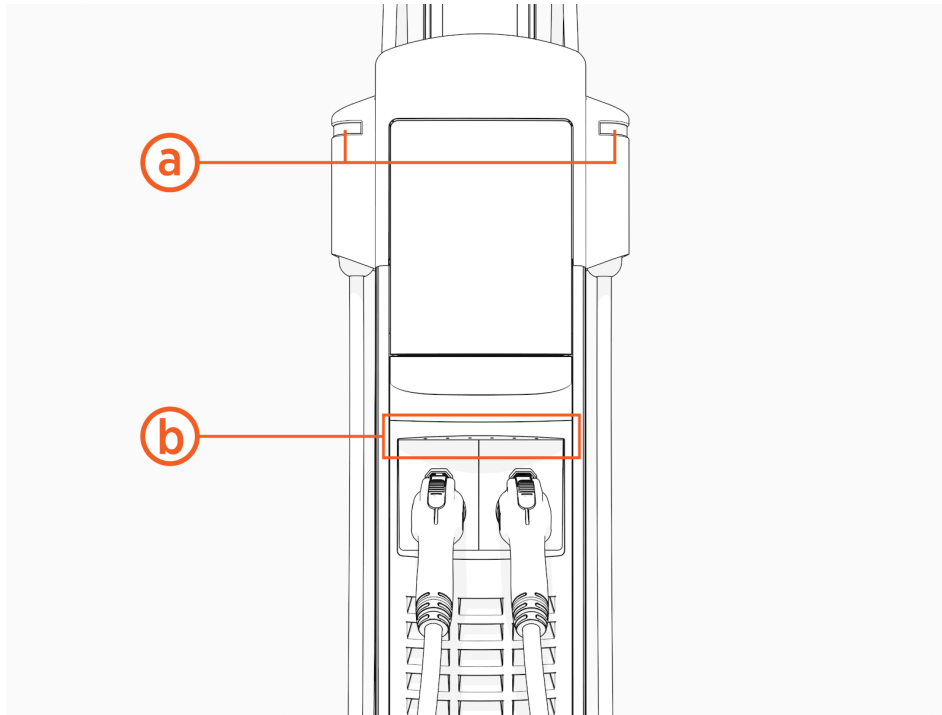
## Power Up






1. Power up the station at the breaker panel.



If the station does not power up, turn power back off and check that the head assembly is fully seated into the housing.

2. Check the status lights (a) and the light bar (b). The status lights pulse yellow while the station is booting up.



If any lights are not functioning, or you find other issues, contact ChargePoint Support.



Status Light Color		Operating Definitions
	Light blue	Plugged in and waiting for capacity due to power management and scheduled charging
	Blue, pulsing	Charging a vehicle
	Blue, solid	Charging complete or preparing for vehicle communication after plugging a vehicle in
	Green	Available and ready to charge
	Orange, solid	Online, waiting for a wait-listed vehicle

Status Light Color		Fault Definitions
	Green	Connector fault, one cable fault on a two cable station
	Red	Out-of-service or disabled

---

Status Light Color		Fault Definitions
	Yellow, pulsing	Plugged in but not authorized, reported as blocked
	White	Offline

# Configure and Pinpoint the Station

Use either one of the following two methods to configure and pinpoint the charging station:

- ChargePoint Installation Wizard and Pinpoint Portal
- OR
- ChargePoint Installer App

## Installation Wizard and the Pinpoint Portal

Enter the activation password printed on the activation label. (The activation label was on the plastic film on the front lens.)

### If your smartphone has a scanning app:

1. Open a QR Code scanning app.  
Point the camera at the QR code on the activation sticker.



Your device is automatically redirected to the installer pinpointing page. Confirm that the URL of the page is [o.chargepoint.com](https://o.chargepoint.com).

Model:

CP0000

Serial No:

000000000000



MAC: 0000:0000:0000:0000



Provisioning Password: 00000

2. Log into the installer site using your installer login. Tap **Log In**.



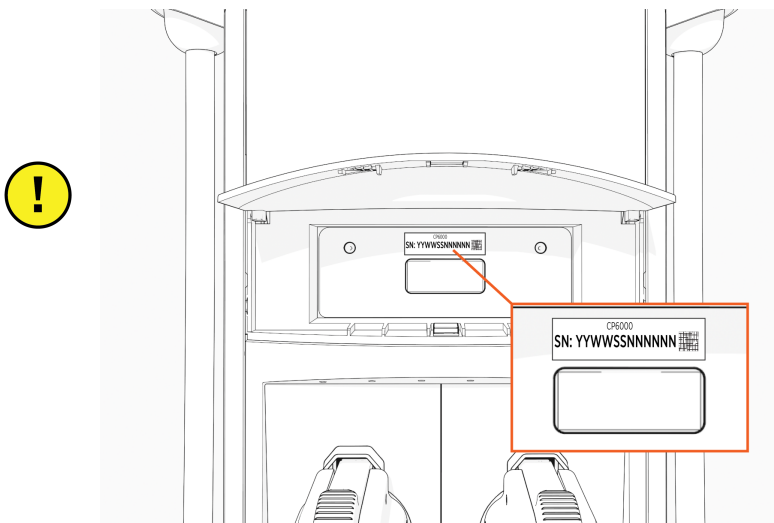
3. Confirm the MAC address and activation password are automatically entered and correct.
4. Tap **Next**.

### If your smartphone does not have a scanning app:

1. Using your smartphone, navigate to [o.chargepoint.com](https://o.chargepoint.com).
2. Enter the MAC address and activation password printed on the activation label and tap **Next**.

**IMPORTANT:** Verify the station serial number before proceeding. It cannot be changed after completing the configuration.

The CP6000 serial number is located behind the flip door on the station. Press along the top edge of the flip door while lifting the bottom edge to open the flip door.



3. Tap the Location Permission button. Your GPS coordinates are required to complete the pinpointing process.
4. Confirm that you are installing a new charging station and tap **Next**.
5. For Make, select the manufacturer.
6. For Model, choose the model shown on the manufacturer type plate. Ensure the image of the equipment shown on the app matches the station onsite.
7. For Station S/N, enter the serial number shown on the manufacturer type plate and tap **Next**.
8. Begin entering the address of the charging station. Select the address from the list of valid addresses and tap **Next**.
9. Drag the map to place the pin in the exact parking space for this charging station and tap **Next**.
10. Enter additional station location details such as Parking lot name, Building name, Floor label, and Parking restrictions, if applicable, then tap **Next**.
11. Add Helpful Information for Drivers, if applicable.
12. Tap **Take Photo** to take an image of the newly labeled charging station and the parking space. Follow onscreen guidance from your camera app to take and use a photo.
13. Touch **Next** to complete the process.

---

## ChargePoint Installer App

Use the ChargePoint Installer App to complete the station setup procedure.

1. If you do not already have the Installer App, scan the QR code to download the app, and sign up.



2. Open the ChargePoint Installer App and log in.
3. Select **Configure**.
4. Confirm you have all required materials to continue activation, and select **Yes**.
5. Follow the prompts in the Installer App.

## Start a Charging Session

Once the Installation Wizard is complete, use the app to start a test session. Verify that you can:

- Initiate a charging session
- Unlock the holster and pull out the charge handle
- Plug the handle into the emulator (if available)
- Holster the handle
- Verify that the handle is locked again

## Questions?

Go to [chargepoint.com/support](https://chargepoint.com/support) and find your region's technical support number.



## Limited Warranty Information and Disclaimer

The Limited Warranty you received with your charging station is subject to certain exceptions and exclusions. For example, your use of, installation of, or modification to, the ChargePoint® charging station in a manner in which the ChargePoint® charging station is not intended to be used or modified will void the limited warranty. You should review your limited warranty and become familiar with the terms thereof. Other than any such limited warranty, the ChargePoint products are provided "AS IS," and ChargePoint, Inc. and its distributors expressly disclaim all implied warranties, including any warranty of design, merchantability, fitness for a particular purposes and non-infringement, to the maximum extent permitted by law.

## Limitation of Liability

CHARGEPOINT IS NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, LOST DATA, LOSS OF USE, OR COST OF COVER INCURRED BY YOU ARISING OUT OF OR RELATED TO YOUR PURCHASE OR USE OF, OR INABILITY TO USE, THE CHARGING STATION, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF CHARGEPOINT KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE CUMULATIVE LIABILITY OF CHARGEPOINT FOR ALL CLAIMS WHATSOEVER RELATED TO THE CHARGING STATION WILL NOT EXCEED THE PRICE YOU PAID FOR THE CHARGING STATION. THE LIMITATIONS SET FORTH HEREIN ARE INTENDED TO LIMIT THE LIABILITY OF CHARGEPOINT AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## FCC Compliance Statement

This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference when the equipment is operated in a residential installation. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instruction manual, may cause harmful interference to radio communications.

Important: Changes or modifications to this product not authorized by ChargePoint, inc., could affect the EMC compliance and revoke your authority to operate this product.

Exposure to Radio Frequency Energy: The radiated power output of the 802.11 b/g/n radio and cellular modem (optional) in this device is below the FCC radio frequency exposure limits for uncontrolled equipment. The antenna of this product, used under normal conditions, is at least 20 cm away from the body of the user. This device must not be co-located or operated with any other antenna or transmitter by the manufacturer, subject to the conditions of the FCC Grant.

## ISED (formerly Industry Canada)

This device complies with the licence-exempt RSS standard(s) of Innovation, Science and Economic Development Canada (ISED). Operation is subject to the following two conditions: (1) this device may not cause interference, and (2) this device must accept any interference, including interference that may cause undesired operation of the device.

Cet appareil est conforme aux flux RSS exemptés de licence d'Innovation, Sciences et Développement économique Canada (ISDE). L'exploitation est autorisée aux deux conditions suivantes : (1) l'appareil ne doit pas produire de brouillage, et (2) l'utilisateur de l'appareil doit accepter.

Radiation Exposure Statement: This equipment complies with the IC RSS-102 radiation exposure limits set forth for an uncontrolled environment. This equipment should be installed and operated with a minimum distance of 20 cm between the radiator and your body.

Énoncé d'exposition aux rayonnements: Cet équipement est conforme aux limites d'exposition aux rayonnements ioniques RSS-102 Pour un environnement incontrôlé. Cet équipement doit être installé et utilisé avec un Distance minimale de 20 cm entre le radiateur et votre corps.

## FCC/IC Compliance Labels

Visit [chargepoint.com/labels](https://chargepoint.com/labels).



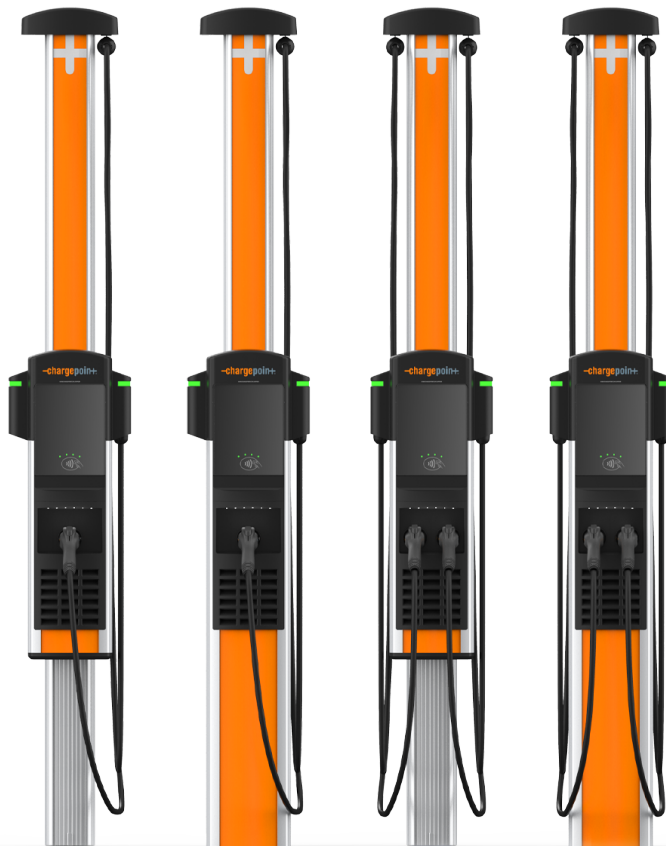
[chargepoint.com/support](https://chargepoint.com/support)

75-001449-01 r2

# CP6000

## Networked Charging Station

### Site Design Guide





# IMPORTANT SAFETY INSTRUCTIONS

## SAVE THESE INSTRUCTIONS

---

### WARNING:



1. **Read and follow all warnings and instructions before installing and operating the ChargePoint® charging station.** Install and operate only as instructed. Failure to do so may lead to death, injury, or property damage, and will void the Limited Warranty.
  2. **Only use licensed professionals to install your ChargePoint charging station and adhere to all national and local building codes and standards.** Before installing the ChargePoint charging station, consult with a licensed contractor, such as a licensed electrician, and use a trained installation expert to ensure compliance with local building and electrical codes and standards, climate conditions, safety standards, and all applicable codes and ordinances. Inspect the charging station for proper installation before use.
  3. **Always ground the ChargePoint charging station.** Failure to ground the charging station can lead to risk of electrocution or fire. The charging station must be connected to a grounded, metal, permanent wiring system, or an equipment grounding conductor shall be run with circuit conductors and connected to the equipment grounding terminal or lead on the Electric Vehicle Supply Equipment (EVSE). Connections to the EVSE shall comply with all applicable codes and ordinances.
  4. **Install the ChargePoint charging station on a concrete pad using a ChargePoint approved method.** Failure to install on a surface that can support the full weight of the charging station can result in death, personal injury, or property damage. Inspect the charging station for proper installation before use.
  5. **This charging station is not suitable for use in Class 1 hazardous locations, such as near flammable, explosive, or combustible vapors or gases.**
  6. **Supervise children near this device.**
  7. **Do not put fingers into the electric vehicle connector.**
  8. **Do not use this product if any cable is frayed, has broken insulation, or shows any other signs of damage.**
  9. **Do not use this product if the enclosure or the EV connector is broken, cracked, open, or shows any other signs of damage.**
  10. **Use only copper conductor wire rated for 90°C.**
-





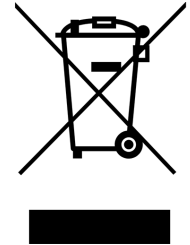
**IMPORTANT:** Under no circumstances will compliance with the information in a ChargePoint guide such as this one relieve the user of the responsibility to comply with all applicable codes and safety standards. This document describes approved procedures. If it is not possible to perform the procedures as indicated, contact ChargePoint. **ChargePoint is not responsible for any damages that may result from custom installations or procedures not described in this document or that fail to adhere to ChargePoint recommendations.**

## Product Disposal

Do not dispose of as part of unsorted domestic waste. Inquire with local authorities regarding proper disposal. Product materials are recyclable as marked.

## Document Accuracy

The specifications and other information in this document were verified to be accurate and complete at the time of its publication. However, due to ongoing product improvement, this information is subject to change at any time without prior notice. For the latest information, see our documentation online at [chargepoint.com/guides](https://chargepoint.com/guides).



## Copyright and Trademarks

©2013-2022 ChargePoint, Inc. All rights reserved. This material is protected by the copyright laws of the United States and other countries. It may not be modified, reproduced, or distributed without the prior, express written consent of ChargePoint, Inc. CHARGEPOINT is a US, UK, and EU registered trademark and service mark of ChargePoint, Inc. and cannot be used without the prior written consent of ChargePoint.

## Symbols

This guide and product use the following symbols:



**DANGER:** Risk of electric shock



**WARNING:** Risk of personal harm or death



**CAUTION:** Risk of equipment or property damage



**IMPORTANT:** Crucial step for installation success



Read the manual for instructions



Ground/protective earth

# Contents

IMPORTANT SAFETY INSTRUCTIONS ..... iii

**1 Site Design Guidelines ..... 1**

    Initial Site Guidelines ..... 1

    Electrical Requirements ..... 2

    Charging Station Placement ..... 3

        Layout Considerations ..... 3

        Plan for the Future ..... 4

**2 Civil and Mechanical Design ..... 5**

    Component Dimensions and Weights ..... 5

        Pedestal Mount With CMK ..... 6

        Wall Mount With CMK ..... 7

    Mounting Specifications - Pedestal Mount Stations ..... 8

        Pedestal Base Designs ..... 9

        Pedestal Configurations for Different Parking Arrangements ..... 10

    Mounting Specifications - Wall Mount Stations ..... 15

    Drainage ..... 16

    Clearances ..... 16

    Accessibility ..... 16

    Signage ..... 16

**3 Electrical Design ..... 17**

    General Wiring Considerations ..... 17

        Wall Mount Considerations ..... 18

        Pedestal Mount Considerations ..... 18

        Conduit ..... 18

    Electrical Supply Requirements ..... 18

    Grounding Requirements ..... 19

        Connect To These Systems ..... 20

        Do Not Connect to These Systems ..... 21

<b>4 Connectivity</b> .....	<b>23</b>
Signal Strength and Quality .....	24
Repeaters .....	26
<b>5 Pedestal Mount Concrete Preparation</b> .....	<b>27</b>
Concrete Mounting Template .....	27
Tools and Materials .....	29
Installation into New Concrete .....	29
Installing on Existing Concrete .....	33
Minimum Requirements .....	33
Tools Required .....	34
Consumables Required .....	34
Installation Instructions .....	35

# Site Design Guidelines 1

This document describes how to design a project site for the ChargePoint® CP6000 networked charging station for electric vehicles. This includes guidelines and best practices for electrical infrastructure and capacity planning, construction, and concrete work required prior to installation of charging stations and cellular signal requirements.

**Note:** CP6000 charging stations are available in several configurations. The images in this guide might not match your station exactly; however, the information is applicable unless otherwise noted.



**IMPORTANT:** Ensure the installation complies with all applicable codes and ordinances.

Access ChargePoint documents at [chargepoint.com/guides](https://chargepoint.com/guides).

Document	Content	Primary Audiences
Datasheet	Full station specifications	Site designer, installer, and station owner
Site Design Guide	Civil, mechanical, and electrical guidelines to scope and construct the site	Site designer or engineer of record
Concrete Mounting Template Guide	Instructions to embed the charging station template in a concrete pad with anchor bolts and conduit placement	Site construction contractor
Installation Guide	Anchoring, wiring, and powering on	Installer
Operation and Maintenance Guide	Operation and preventive maintenance	Station owner, facility manager, and technician
Service Guide	Component replacement procedures	Service technician
Declaration of Conformity	Statement of conformity with directives	Purchasers and public

## Initial Site Guidelines

Designing electrical infrastructure to support current and future EV charging demand can help avoid costly upgrades later as EV adoption grows.

Complete an on-site evaluation to determine conduit and wiring requirements from the panel to the proposed parking spaces, as well as to measure cellular signal levels and identify suitable locations for any necessary cellular signal booster equipment.

---

If you have pre-existing infrastructure or are using your own preferred electrical contractor to prepare your site, a Construction Signoff Form by a ChargePoint Operations and Maintenance (O&M) partner is required to certify compliance with electrical code, and to ensure everything was prepared to ChargePoint specifications.

---

**IMPORTANT:** You must be a licensed electrician and complete online training to become a ChargePoint certified installer. If you do not complete training, you cannot access the ChargePoint network to complete installation.



Find online training at: [chargepoint.com/installers](https://chargepoint.com/installers)

If the charging station is not installed by a ChargePoint certified installer, using a ChargePoint approved method, it is not covered under warranty and ChargePoint is not responsible for any malfunctions.

---

## Electrical Requirements

At a minimum, each Level 2 charging station, either single or dual port, requires the following:

- A dedicated single phase electrical circuit from 40 A to 80 A
- A new circuit breaker at the electrical panel
- Conductor wiring and circuit protection sized in accordance with all applicable codes

Consequently, CP6000 charging station with two charge ports typically requires two power input circuits, one circuit per port. There may be situations where both ports share a main single circuit. If power capacity is limited at a site or to reduce costs for electrical infrastructure, consider ChargePoint Power Management options for power sharing at the circuit level, panel level, transformer, or site level.



---

**IMPORTANT:** Always check local codes to ensure compliance. You may need to adjust these instructions to comply with codes that apply at your installation location.

---

## Additional Electrical Considerations

- CP6000 charging stations are AC electrical vehicle (EV) supply equipment and are permanently connected to AC networks.
- Evaluate existing electrical infrastructure to determine if the existing utility service and electrical panel capacity is sufficient.
- Ensure appropriate electrical wiring, over current circuit protection, and metering, if required, is in place.
- Identify costs for any necessary upgrades and/or a new dedicated electrical panel.
- ChargePoint recommends using a licensed electrician to evaluate available capacity and identify any upgrades that may be required.
- If a dedicated EV electrical panel is required, choose a panel location in close proximity to the charging stations.
- Determine raceway or conduit runs for electrical wiring from the electrical panel.

# Charging Station Placement

To help minimize costs, choose station locations that are as close as possible to the available electrical infrastructure. Selecting these types of locations helps minimize long conduit and wire runs, as well as any trenching work.



**WARNING:** The ChargePoint charging station must be installed on a level concrete base or a flat wall rated for the weight of the station. Asphalt cannot support the full weight of the station. Failure to install the station on a suitable surface may cause the station to tip over, resulting in death, personal injury, or property damage.

## Layout Considerations

- Identify station locations for EV charging spots.
- CP6000 charging stations can be installed either indoors or outdoors.
- They can be mounted on walls or in the ground (pedestal mount).
- CP6000 charging stations do not have an integrated active ventilation system.
- To help minimize costs, choose station locations that are as close as possible to the available electrical infrastructure.
- Consider locations where it will be easy to add future stations.
- Consider how easily drivers can find the stations they need to access.
- Identify suitable locations with smooth, plumb surfaces for wall mount stations or suitable floor surfaces for pedestal mount stations.
- Consider a layout to minimize electrical infrastructure costs to all proposed EV parking spaces.
- Avoid or minimize trenching requirements.
- Comply with regional accessibility laws, regulations, and ordinances. The charging station must not block ramps or pathways and the height of the interactive display cannot exceed the maximum height as dictated by local laws.
- For stall parking, ChargePoint recommends using perpendicular parking stalls to better accommodate EVs with front and rear charge ports.
- Use dual-port pedestal mount stations where possible in open areas for adjacent parking or adjoining parking spaces.
- Consider protective bollards and wheel blocks where appropriate, especially for open tandem parking spaces.
- If the charging station has a camera, orient the camera towards the parking space.
- Use professional cellular test equipment to measure cellular signal levels to ensure adequate cellular coverage at the station installation location. To ensure adequate signal strength in underground or enclosed parking structures, cellular repeaters may be required. Use an indoor antenna located near EV parking spaces and an outdoor antenna typically located at the garage entrance ceiling or on the rooftop where cellular signals are best. See [Connectivity](#) for more details.

- 
- When the charging stations cannot be placed close enough to the source of power to avoid undesirable line losses, consider increasing the size of the conductors. When the circuit's stranded or solid conductors must be larger in diameter than 4AWG, you must add a disconnect immediately adjacent to the station and terminate the upsized conductor at the line side lug of the disconnect. Then connect a short length of 4AWG conductor to the load side lug of the disconnect and the station. Adding disconnects close to the stations is also helpful when the circuit breakers are relatively far away.

## Plan for the Future

Consider current EV charging needs and also potential future needs as EV adoption grows.

- Consider running raceway or conduit to all planned EV parking spots and pulling electrical wiring from the panel to meet current needs.
- Consider installing a dedicated electrical panel for EV charging and leveraging ChargePoint Power Management. This efficiently uses available power at a site to support more EV charging ports than would otherwise be possible.

# Civil and Mechanical Design 2

Use the guidance below to design the civil and mechanical aspects of the site.

Each charging station can be installed attached to a wall or on a concrete pedestal with a Cable Management Kit (CMK). The pedestal can be a newly poured pad or an existing concrete surface.

## Component Dimensions and Weights

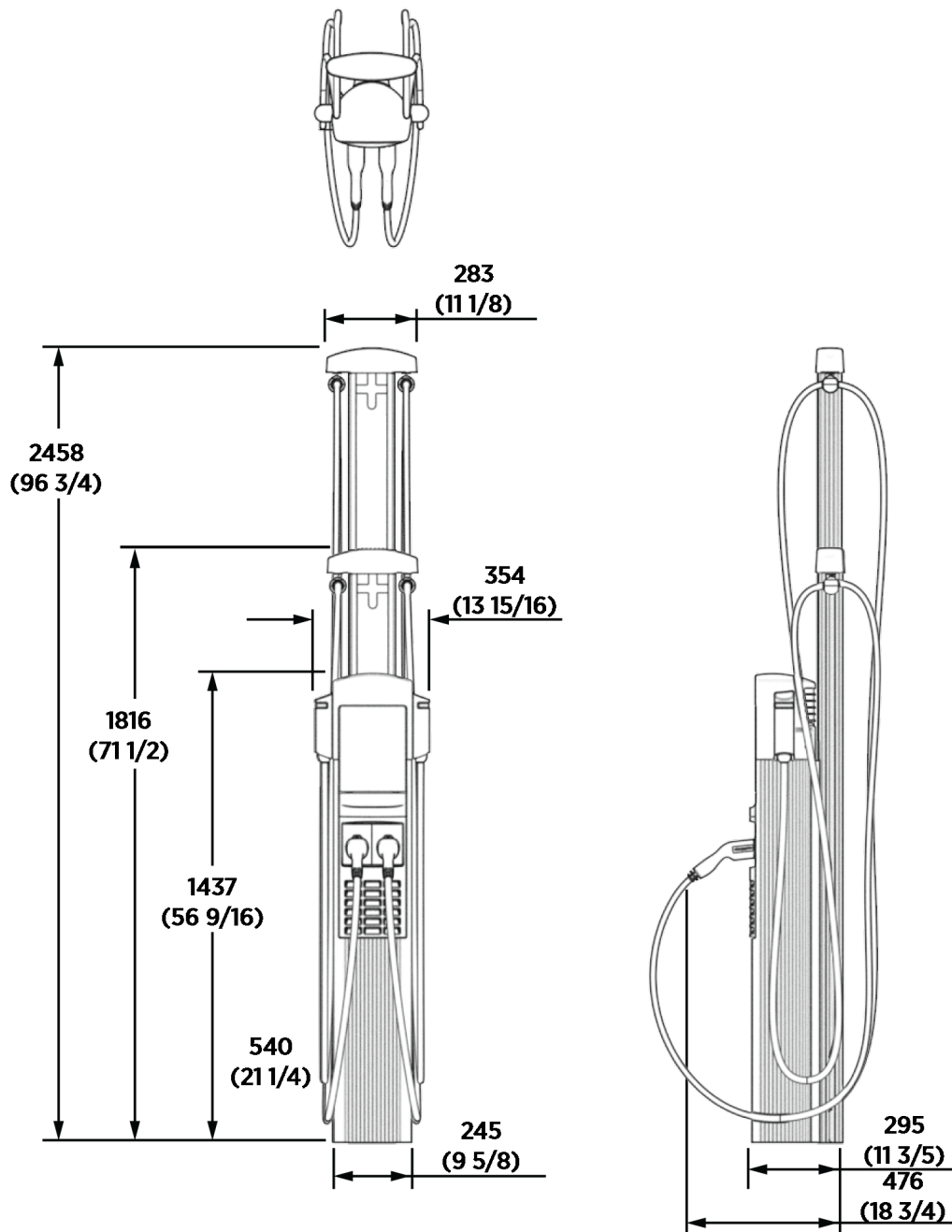
Each CP6000 charging station can be mounted on a pedestal or on a wall with a Cable Management Kit (CMK). The station is a vertical enclosure with the weights and dimensions shown below.

Station Configuration	Approximate Weight
Single port, wall	62 kg (136 lb)
Dual port, wall	68 kg (150 lb)
Single port, pedestal	71 kg (155 lb)
Dual port, pedestal	76 kg (168 lb)



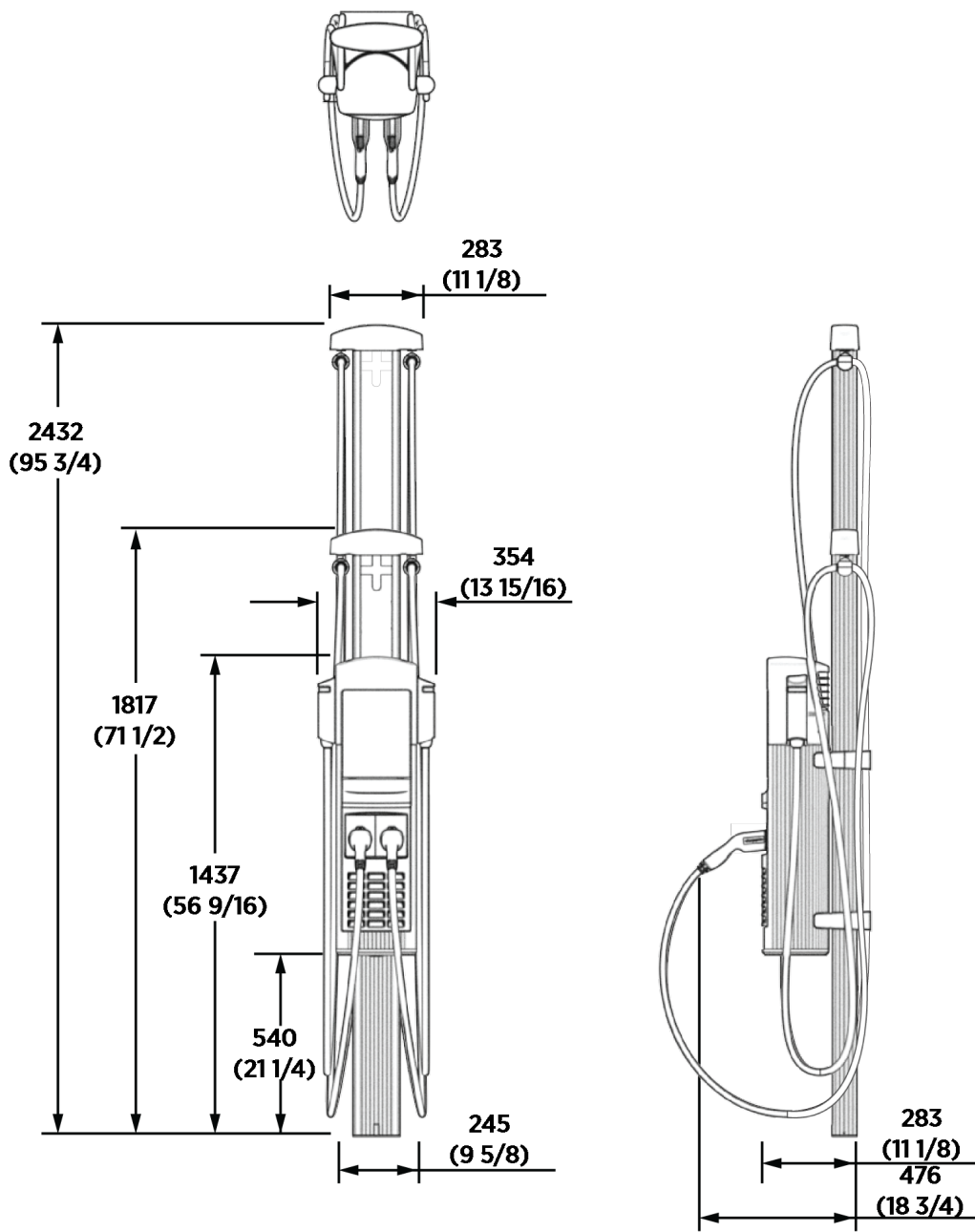
## Pedestal Mount With CMK

**Note:** Images are not to scale. Measurements appear in metric units (mm), followed by imperial equivalents (inches).



# Wall Mount With CMK

**Note:** Images are not to scale. Measurements appear in metric units (mm), followed by imperial equivalents (inches).



---

## Mounting Specifications - Pedestal Mount Stations

---



**IMPORTANT:** Use a ChargePoint Concrete Mounting Template (CMT) when installing a new pedestal mount charging station or replacing an existing non-ChargePoint pedestal mount station. You do not need a CMT if you are installing a wall mount charging station or replacing an existing ChargePoint station.

---

The concrete pad must either be designed to be site-specific or must meet these specifications:

- Must not be installed in asphalt
- Mounting surface must be smooth
- Mounting surface cannot exceed a slope of 6 mm per 300 mm (0.25 in per ft)
- The concrete base must measure at least 600 mm (2 ft) on all sides
- Epoxy anchors can be used (installations in existing concrete)
- No expanding bolts are used
- Consult a civil engineer to ensure sufficient volume and strength of concrete; (installations in existing concrete)



**IMPORTANT:** If the existing pad does not meet the specifications above, it must be inspected and approved by a structural engineer for CP6000 charging station dimensions and weight.

---

## Pedestal Base Designs

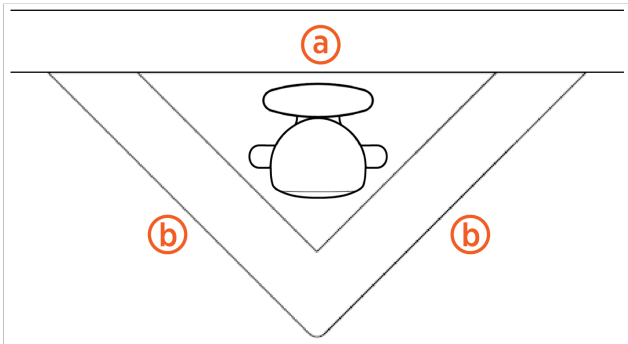
There are three basic pedestal base designs:

- In front of a curb (a) - Does not obstruct a pedestrian pathway or disturb landscaping.

900 mm (3 ft) on each side (b)

Area: 0.42 m<sup>2</sup> (4.5 ft<sup>2</sup>)

Volume: 0.26 m<sup>3</sup> (9 ft<sup>3</sup>)



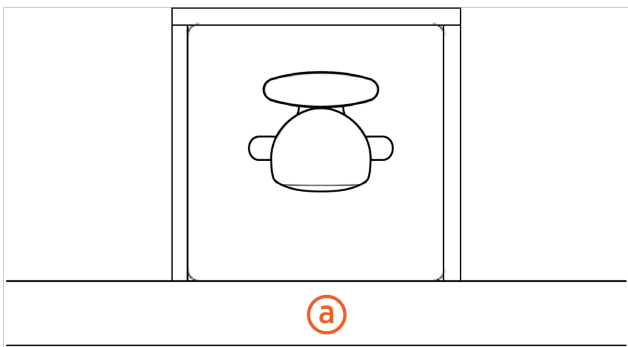
- Behind a curb (a) in a planter or berm

600 mm (2 ft) on each side

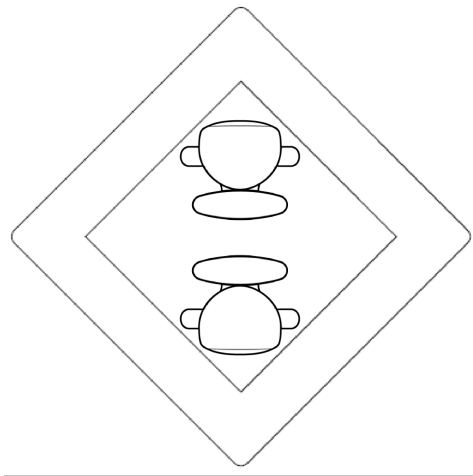
Area: 0.37 m<sup>2</sup> (4 ft<sup>2</sup>)

Volume: 0.23 m<sup>3</sup> (8 ft<sup>3</sup>)

**Note:** Use a retaining wall as needed to prevent dirt from accumulating on the pad.



- Two stations back to back, centered between four spaces 900 mm (3 ft) on each side  
Area: 0.84 m<sup>2</sup> (9 ft<sup>2</sup>)  
Volume: 0.51 m<sup>3</sup> (18 ft<sup>3</sup>)

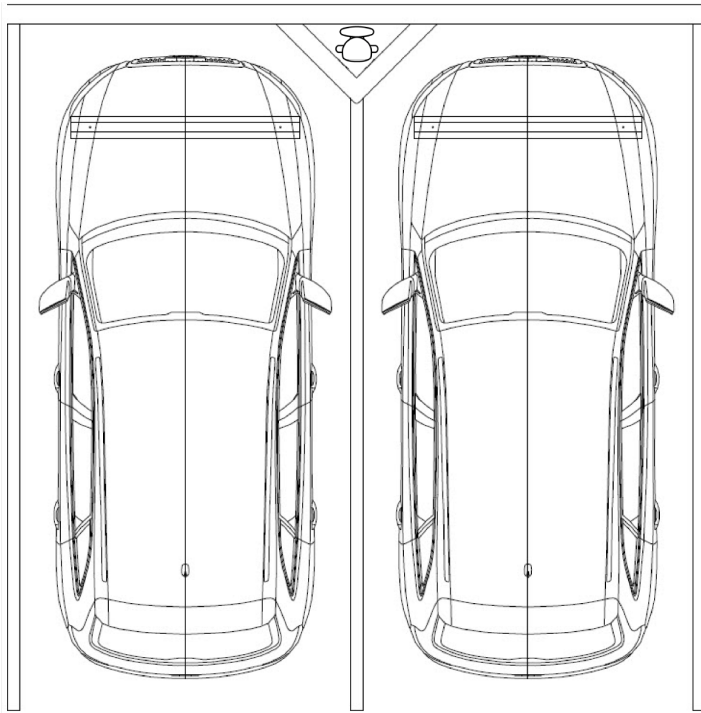


## Pedestal Configurations for Different Parking Arrangements

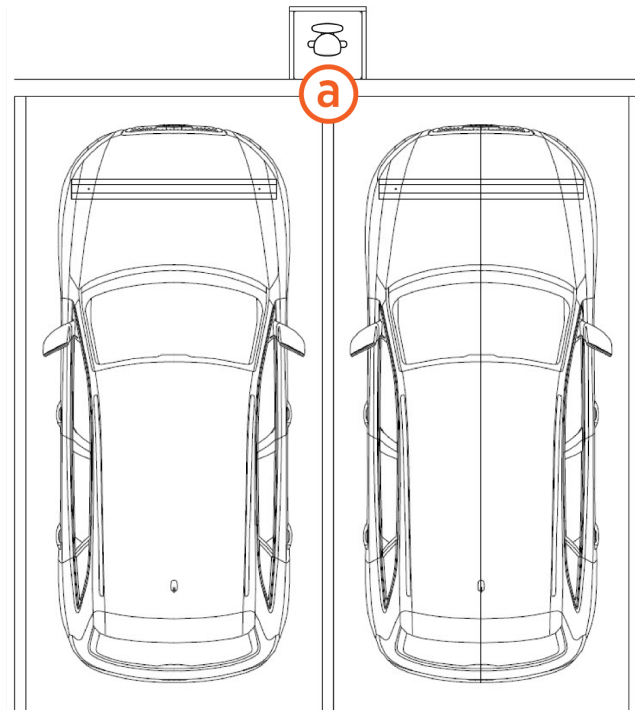
The pedestal base design can be configured in a variety of ways to serve different parking arrangements. Ensure a sufficient volume of concrete to provide anchoring for the charging station.

**Note:** CP6000 charging stations are available in several configurations. The images in this guide might not match your station exactly; however, the information is applicable unless otherwise noted.

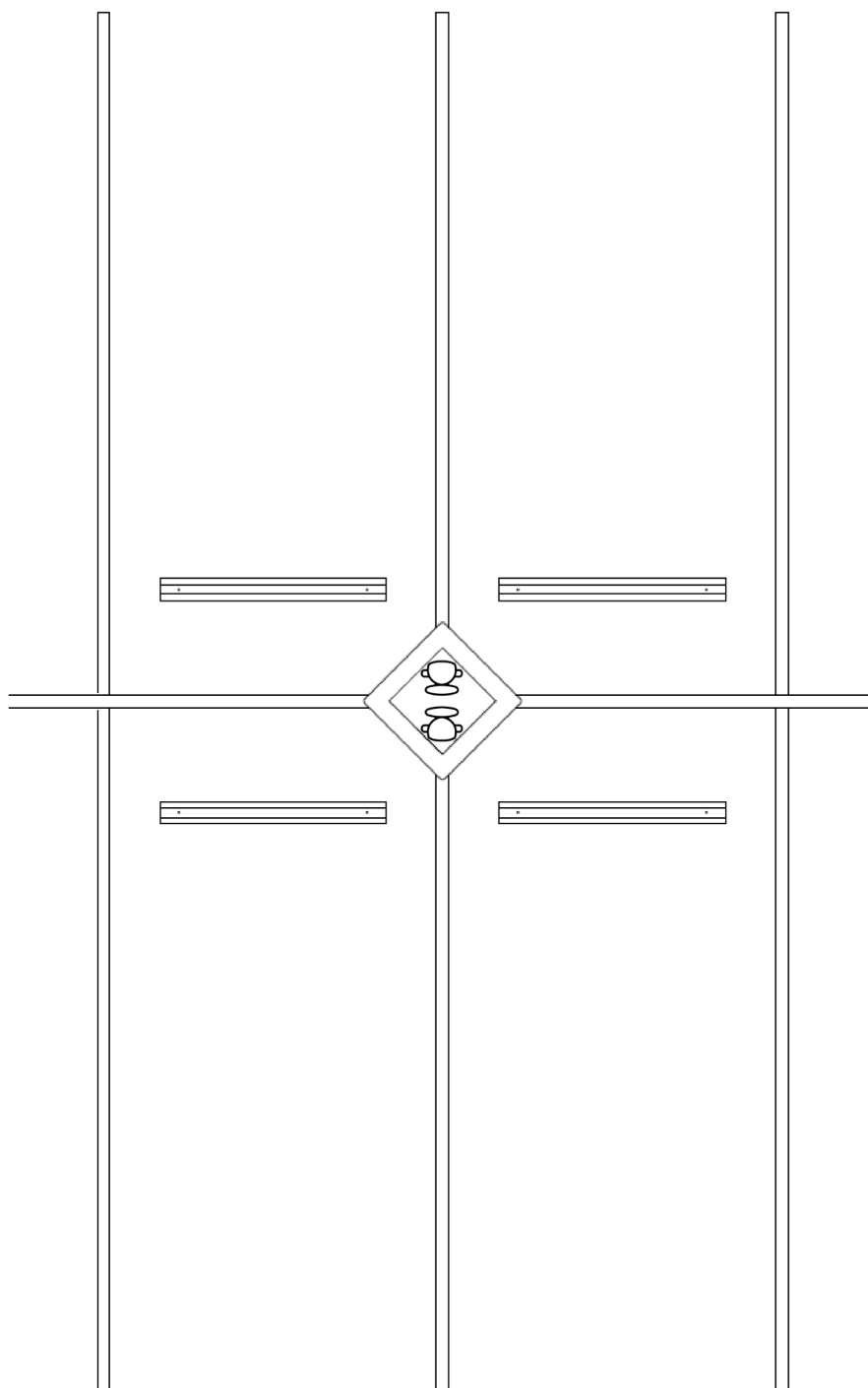
- Place the station against the curb between spaces with wheel stops 900 mm (3 ft) from the front of each stall. The base of the charging station can be flush with the parking spaces or at curb level.



- Place the station in a planter or berm between spaces with wheel stops 900 mm (3 ft) from the front of each stall or the curb (a).



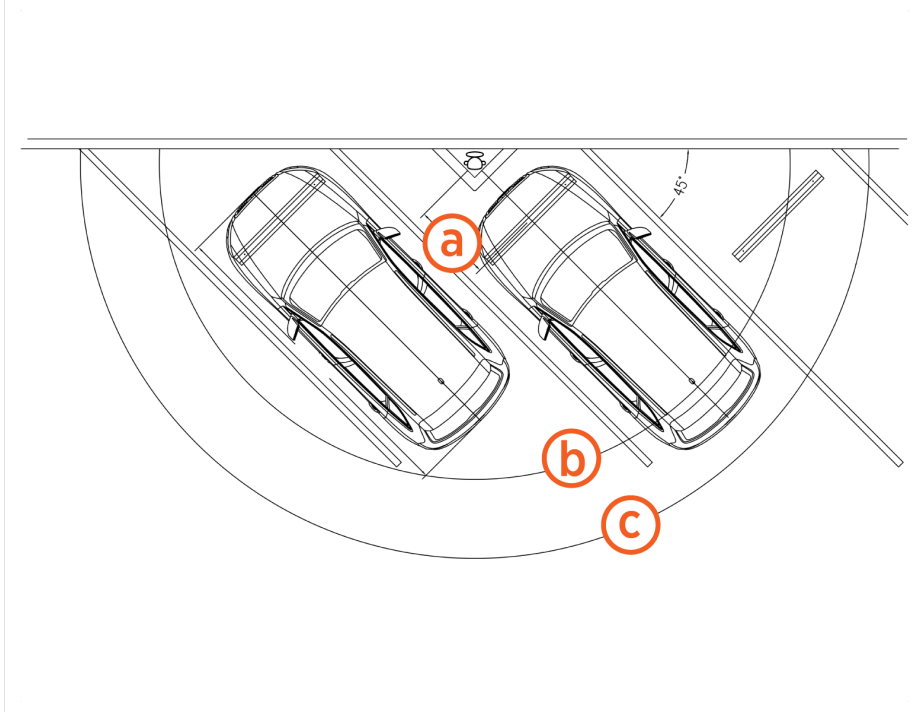
- Place two stations back to back centered on four spaces with wheel stops 900 mm (3 ft) from the front of each stall. The base of the charging station can be flush with the parking spaces or at curb level.



- When placing a dual holster station centered on the right space, the charging cables can reach two vehicles. Place a wheel stop 1220 mm (4 ft) (a) from the center of the charging station.

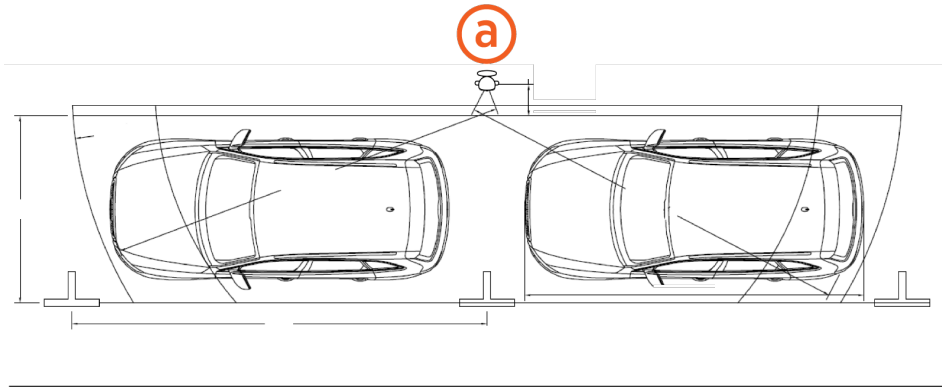
Note the following details for this arrangement:

- The arc shows the usable reach of the two charging cable lengths available: 5.5 m (18 ft) (b) and 7 m (23 ft) (c).
- The 7 m (23 ft) cord option is recommended for this configuration.
- The base of the charging station can be flush with the parking spaces or at curb level.
- Be sure to install 'EV Charging Station' signs on both spaces.

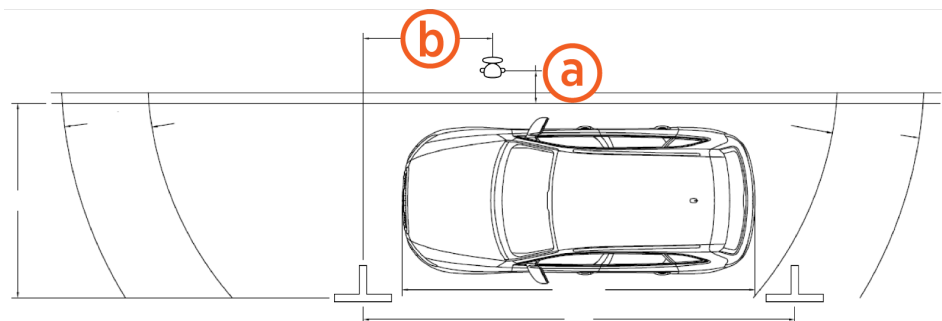




- Place a dual holster station centered between two parallel parking spaces, each 6 m (20 ft) long. Place the station (a) 450 mm (18 in) from the curb. A 7 m (23 ft) charging cable is recommended.



- Place a single holster station for a single parallel parking space 6 m (20 ft) long. Place the station (a) 450 mm (18 in) from the curb, and 1.8 m (6 ft) from the front of the parking space (b).

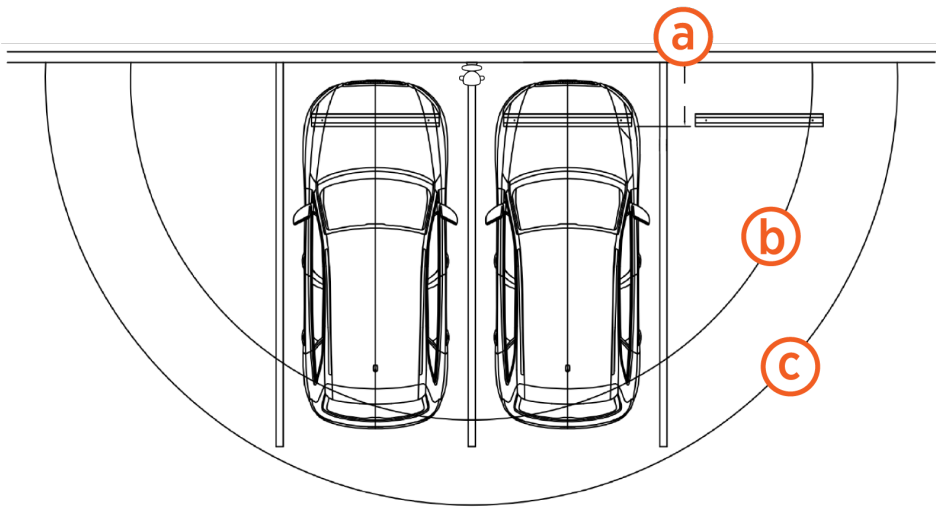


## Mounting Specifications - Wall Mount Stations

For wall mounted stations:

- The wall must be smooth, stable, and plumb.
- The minimum height of the wall must be 1160 mm (45.7 in) above a finished floor.
- Place wheel stops 900 mm (3 ft) (a) from the wall.
- The arcs show the usable reach of two charging cable lengths available, 5.5 m (18 ft) (b) and 7 m (23 ft) (c).

**Note:** Ensure the space between the wall and the charging station is clear and free of debris.



**IMPORTANT:** Ensure the wall supports the station. If mounting to a hollow wall, bridge at least two studs using a 41 mm (1 5/8 in) channel strut.



**WARNING:** If not installed correctly, the ChargePoint charging station may pose a fall hazard, leading to death, personal injury, or property damage. Always use the provided Concrete Mounting Template shown preinstalled here, or a ChargePoint-approved surface mounting solution, to install the ChargePoint charging station. Always install in accordance with applicable codes and standards using licensed professionals. Non approved installation methods are performed at the risk of the contractor and void the Limited One-Year Parts Exchange Warranty.

---

## Drainage

Ensure any slopes, walls, or fencing at the site do not trap water around the charging station installation site. The system is only built to withstand water to the height of the conduit stub-up.



**WARNING:** Exposing the ChargePoint charging station to water above the height of the conduit stub-up could create an electrocution, shock, or fire hazard. Cut power to the charging station if it has been exposed to standing water and contact ChargePoint before the charging station is powered on.

---

## Clearances

For pedestal installations, the conduit stub-up must be a minimum of 230 mm (9 in) from any obstructions to the rear. This includes other charging stations. Check applicable codes for any additional clearance requirements.

## Accessibility

Comply with regional accessibility laws, regulations, and ordinances. The charging station must not block ramps or pathways and the height of the interactive display cannot exceed the maximum height as dictated by local laws.

## Signage

Refer to local and regional code to design the following elements for the site:

- Any required re-striping of parking spaces
- EV or Accessible EV signs
- EV or Accessible EV paint markings on and around the parking spaces

# Electrical Design 3

The CP6000 charging station supports flexible wiring and power settings up to 80 A. Power Select allows stations to be installed and configured for current lower than the maximum 80 A. Power Select current options include 16 A, 24 A, 32 A, 40 A, 48 A, 50 A, 56 A, 64 A, 72 A, and 80 A.

Power Share allows a dual-port station to share power from a single circuit across two ports, adjusting power depending on whether one or both are charging. Standard wiring uses an independent circuit for each port. Power Share can be used in combination with Power Select.

Refer the CP6000 datasheet at [chargepoint.com/guides](https://chargepoint.com/guides) for information about the following:

- Electrical input
- Electrical output
- Mounting and functional interfaces
- Safety and connectivity features
- Safety and operational ratings

## General Wiring Considerations

Ensure that the installation location is equipped with service wiring that supports the charging station's power requirements.

Conduit and wire size are determined based on the length of runs from the electrical panel to the station location. Service wiring must be run through conduit to comply with local electrical codes. Consult national and local codes or a project engineer to determine the grade, quality, and size of the conduit or cable.

Attach the conduit with a listed adapter. Use a sealing method that meets all applicable code requirements.

The CP6000 Concrete Mount Kit accommodates service wiring through the flare, conduit, or locally appropriate wiring method. Visit [Pedestal Mount Concrete Preparation](#) for more information.

---

**Note:** All wiring and conduit is supplied by the contractor unless otherwise indicated.

---

For full product specifications, refer to the CP6000 Datasheet.

---

## Wall Mount Considerations

- CP6000 wall mounted charging stations use surface mount wiring.
- When pulling electrical wiring for wall mount stations, the conduit and wire must be brought to the location where the stations will be mounted. Flex conduit is typically used to bring the wire to the station. Wiring is brought in through knock outs in the bottom of the charging station.

## Pedestal Mount Considerations

- CP6000 pedestal mounted charging stations typically require service wiring installed underground to enter through the bottom of the station.
- When pulling electrical wiring for CP6000 pedestal mount, ensure at least 1.5 m (5 ft) of wire remains above grade.

## Conduit

The outside diameter of conduit must not exceed the sizes called out in the pedestal mounting template: 95 mm (3.74 in). Conduit stub-ups must measure between 152 mm (6 in) and 590 mm (23.25 in) above grade.

Conduit stub-ups must not extend higher than 600 mm above ground level.

## Electrical Supply Requirements

Wiring must be sized in accordance with all applicable codes for continuous load devices. The main standard for cable size is based on IEC 60364-5-52:2009 and IEC 60364-5-54:2011. The terminal block accepts stranded or solid conductors up to 2/0 AWG (70 mm)<sup>2</sup>. The appropriate size depends upon the distance between the electrical panel and the charging station installation site and the maximum current in the circuit.

---

**Note:** For stranded conductors, the application of ferrules is recommended.

---

When planning multiple EV charging stations, it is best practice to separate non-continuous from continuous loads, with all branch circuits for EV charging on a dedicated electrical panel assembly with adequate circuit breakers. When sizing new electrical panels dedicated for EV charging, all branch circuits must support continuous load.

CP6000 charging stations are designed for connection to and operation on rated voltages of 208 V or 240 V (phase to phase) at 60 Hz. Source must have neutral bonded to ground to establish 120 V phase to ground.



---

**CAUTION:** CP6000 charging station is rated Over-voltage Category III and includes surge protection for absorbing transient over voltages. CP6000 charging stations are tested to IEC 61000-4-5 (4 kV) standards. In countries where extra Surge Protection Device protection is required, check the national codes for categorization and installation of the equipment.

---

**CAUTION:** Use copper conductors only.

Use new circuit breakers only.



Port Capacity	Breaker Rating
80 A /port	100 A breaker per port
48 A/port	60 A breaker per port
40 A/port	50 A breaker per port

Ensure all power and ground connections (especially those at the breaker) are clean, tight, and torqued to specification. Remove all oxide from all conductors and terminals before connecting wiring.

Be aware of these requirements before installing the charging station:

- CP6000 charging stations comply with Class B.
- The CP6000 is Class I grounded equipment and must be grounded.

Consult your electricity grid operator regarding requirements for local regulations. Depending on the desired rated power, the installation of the charging station may require registration with and approval by your electricity grid operator.

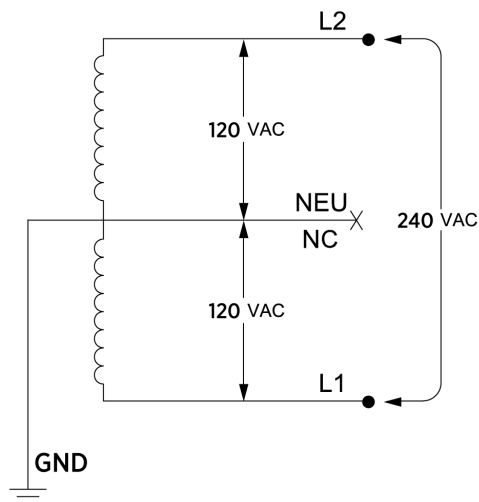
## Grounding Requirements

CP6000 charging stations must be connected to a grounded, metal, permanent wiring system. An equipment-grounding conductor must be run with circuit conductors and connected to an equipment-grounding terminal on the charging station.

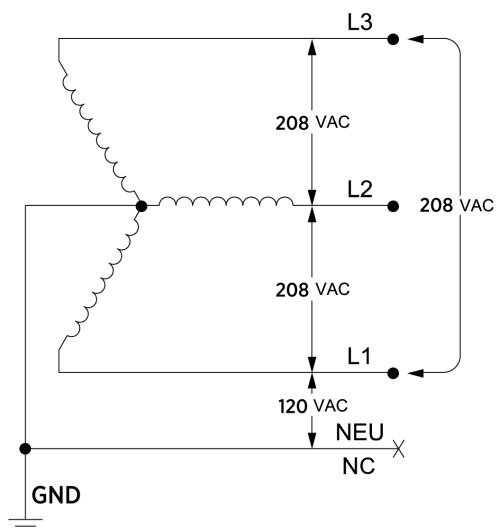
A grounding conductor that complies with applicable codes must be grounded to earth at the service equipment or, when supplied by a separate system, at the supply transformer, or may be grounded to an earth electrode. Ensure the grounding conductor complies with all applicable codes.

## Connect To These Systems

- 120/240 VAC, 10 Bonded Neutral  
Station is connected to L1 and L2  
Neutral is not used

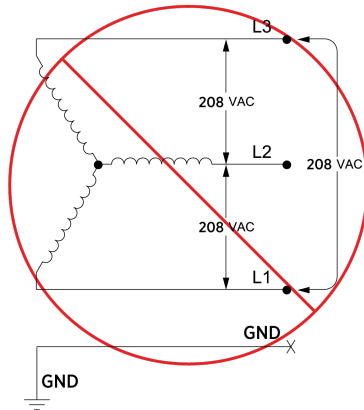


- 120/208 VAC, 30 Wye Bonded Neutral  
Station may be connected to any two lines  
Neutral is not used

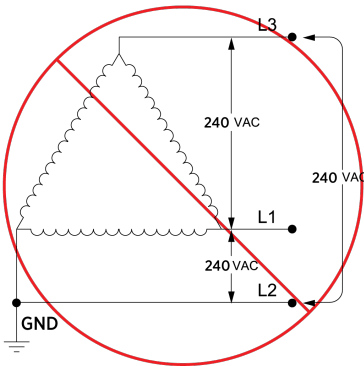


## Do Not Connect to These Systems

- 208 VAC 30 Wye, ungrounded  
Floating Neutral  
Voltage of either line to ground is undetermined  
Neutral is not grounded



- 120/240 VAC 30 Delta, corner-grounded  
Voltage of any line is not 120 V nominal relative to ground
- Any system where the center point of the AC power source is not grounded.







# Connectivity 4

A consistently strong cellular signal is needed before installers can activate the station. Weak or sporadic signal can affect crucial aspects of the charging station, including:

- Accuracy in reporting
- Ability for drivers to use the mobile app
- Ability for customer support to troubleshoot problems
- Support for advanced features such as Power Management or Waitlist

A strong signal is also required for the ChargePoint Assure maintenance and management programs.

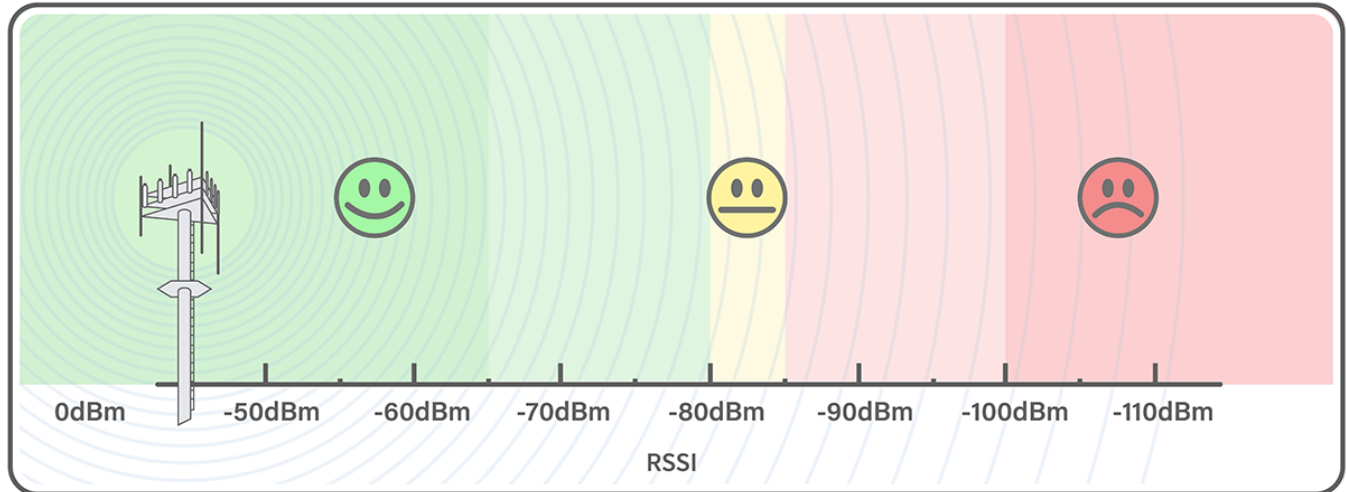
ChargePoint stations use cellular data connections to reach ChargePoint Cloud Services. This allows secure, PCI-compliant data connections without requiring any other form of internet connectivity at an install site or imposing additional network management responsibilities on a site host.

Each station has its own cellular connection.

## Signal Strength and Quality

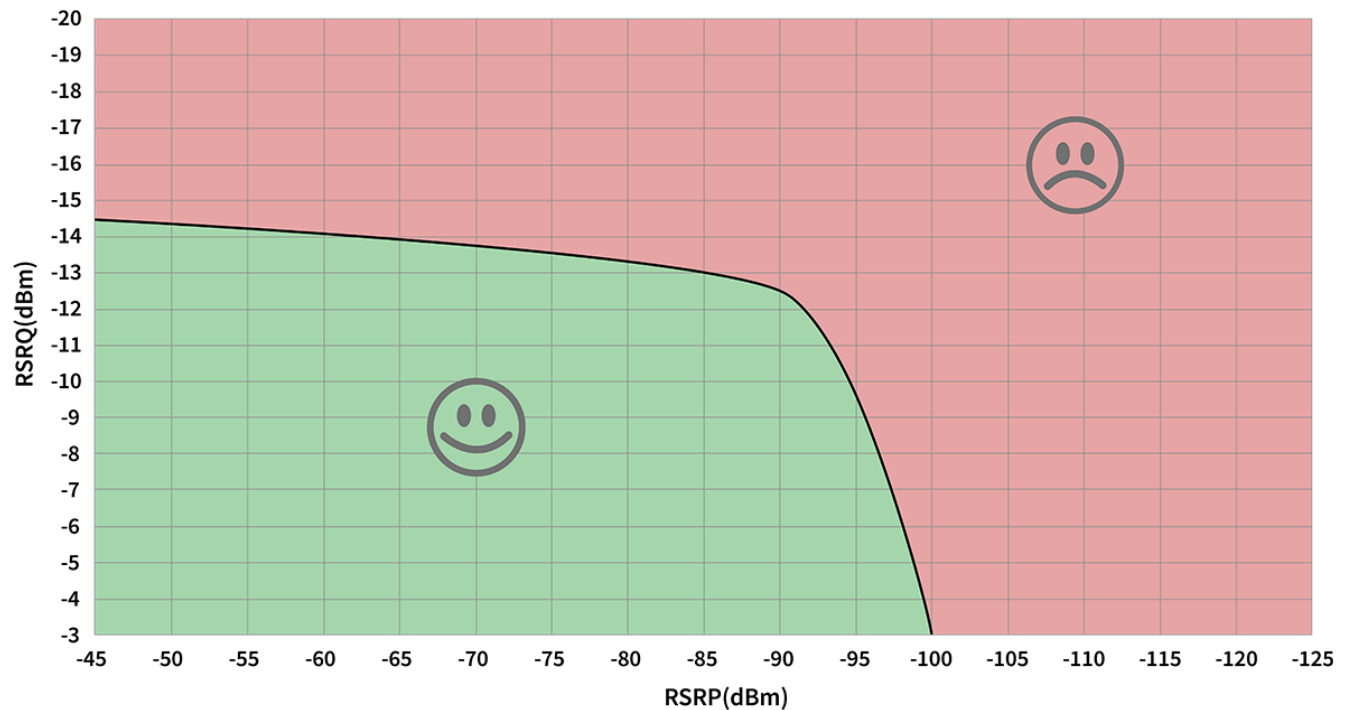
Use a cellular signal detection device (such as a Siretta Snyder LTE or equivalent) to take signal strength readings at the exact proposed charging station or gateway locations.

For stations using 3G, test the location of every station and ensure it meets minimum -85 dBm RSSI.

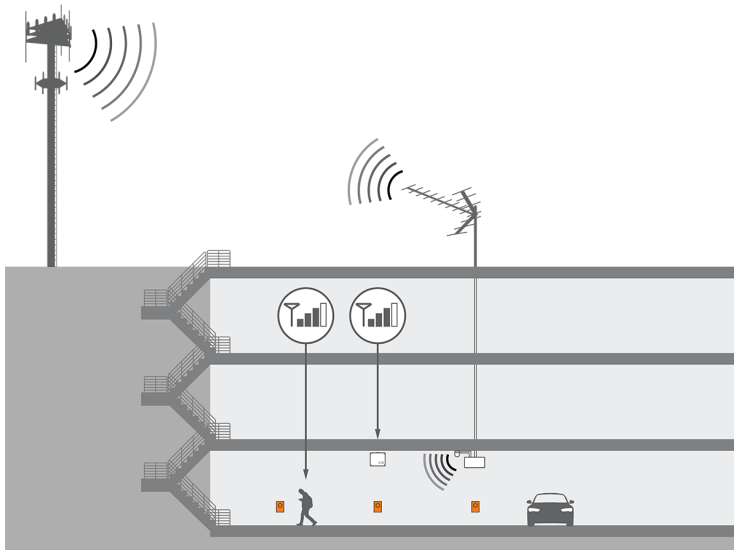
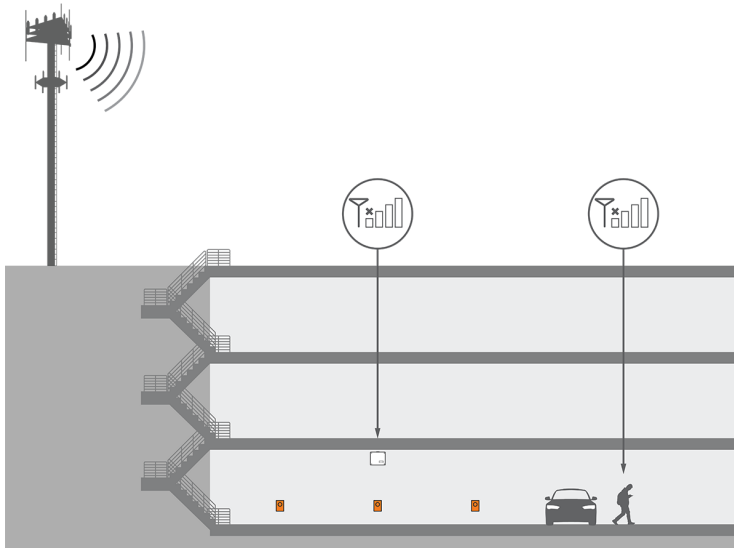


For stations using LTE, test the location of every gateway and ensure it meets minimum RSRQ at -12.5 dB or better, for RSRP measured at -90 dBm or better. Refer to the graph for acceptable combinations.

**Note:** These numbers are all negative, so -70 dBm is stronger than -85 dBm, and -90 dBm is weaker.



If the signal strength is weaker than this, take cellular readings at the location where any cellular signal booster antennas will be installed. Ensure enough signal exists for that repeater model. Install repeaters to boost the strength of the cellular signals. Repeaters are often required when installing charging stations in an underground garage or enclosed parking structure.



In North America, ChargePoint products all support LTE bands 2, 4, and 5. The most commonly supported carriers to check during site evaluation are:

- US: AT&T, T-Mobile, Verizon
- Canada: Rogers, Telus, and Bell

For other regions, or if the site does not have strong signal on these bands, contact your ChargePoint representative for additional solutions.

ChargePoint strongly recommends a consultation with a cellular connectivity specialist before all installations. A consultation can verify:

- Service with a supported carrier on a supported LTE band
- Available signal and local noise levels on applicable bands

- 
- Site changes to correctly meet your needs, both for station bandwidth and other phone coverage for customer or tenant satisfaction

## Repeaters

Some sites require repeaters to ensure strong signal to all stations. If a repeater is required, look for a model with these features:

- Specifically LTE compatible on the listed bands
- Multi-carrier
- Multi-band
- Not already dedicated to FirstNet or other first responder-specific networks
- Auto-gain recommended

**Note:** Do not rely on readings taken with a cell phone when conducting site surveys. Many signal boosters and network extenders may not be compatible with ChargePoint hardware, including certain types of Distributed Antenna Systems (DAS), micro/nano/pico/femto-cells, and carrier- or band-specific signal boosters.

# Pedestal Mount Concrete Preparation

## 5

### Concrete Mounting Template



**IMPORTANT:** Use a ChargePoint Concrete Mounting Template (CMT) when installing a new pedestal mount charging station or replacing an existing non-ChargePoint pedestal mount station. You do not need a CMT if you are installing a wall mount charging station or replacing an existing ChargePoint station.

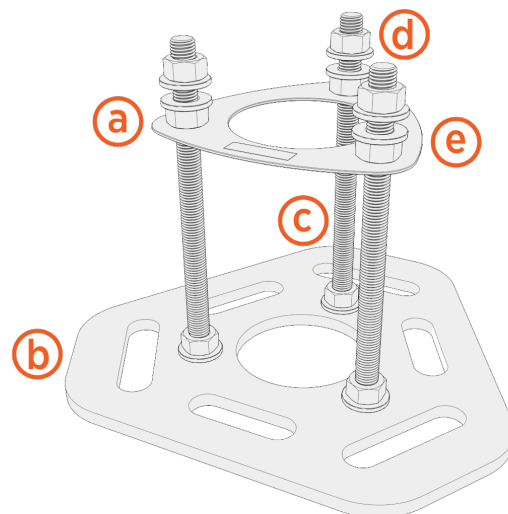
Install the ChargePoint pedestal mount charging station into either new concrete or onto an existing concrete surface (on an intermediate floor only). The Concrete Mounting Template kit components you need to use, the tools required, and the installation steps vary depending on the type of installation: new concrete or existing concrete.

You must order the CP6000 CMT separately, with sufficient lead time before site construction. This kit ships separately from the ChargePoint CP6000 charging station.



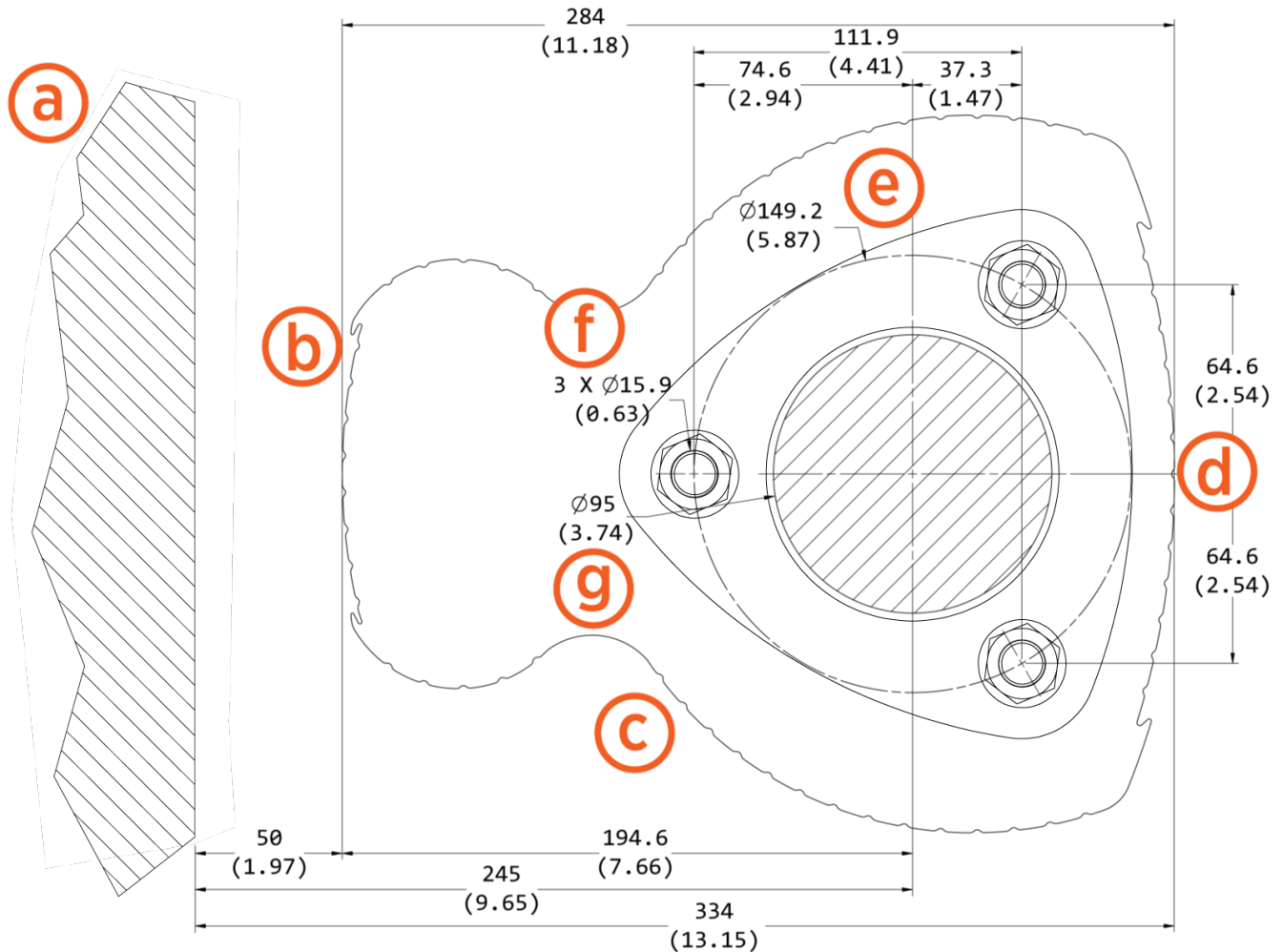
**WARNING:** Do not use expanding anchor bolts. Do not install the CP6000 on an asphalt surface.

- a. Upper template
- b. Lower template
- c. Anchor bolts (x 3)
- d. Nuts (x 15)
- e. Washers (x 18)



## CMT - Pedestal Mount With CMK

**Note:** Images are not to scale. Measurements appear in metric units (mm), followed by imperial equivalents (inches).



- a. Wall
- b. CMK footprint
- c. Pedestal footprint
- d. Front
- e. Bolt circle
- f. Bolt or anchor
- g. Conduit stub-up within this area (new concrete only)

## Tools and Materials

In addition to the CP6000 Concrete Mounting Template kit, the site construction team needs:

- Digging tools (shovel, spade, etc.)
- Materials to prepare the form for pouring concrete
- Concrete as specified by site drawings
- Rebar as specified by site drawings
- 24 mm (1 in) wrench
- Level
- Cut-resistant gloves
- Drill or hydraulic hole punch (if using armored cable)
- Conduit, ducting, or armored cable in the amounts and types specified by site drawings, that complies with local code (see the rest of this document for conduit sizes and routing)

## Installation into New Concrete



**WARNING:** Failure to install the ChargePoint CP6000 in accordance with these instructions and all local building practices, climate conditions, safety standards, and all applicable codes and ordinances may lead to risk of death, injury, or property damage, and will void the Limited One-Year Parts Exchange Warranty.

1. Trench and excavate an opening to accommodate the wiring conduit and the concrete mounting pad that meets local codes and requirements, per site drawings.
2. Run conduit to each station as needed. If the station needs wired Ethernet access, run Ethernet conduit.
3. Build the form and lay rebar for the foundation.
  - The concrete block must measure at least 600 mm (24 in) on all sides.
  - The conduit stub-up needs to measure between 152 mm (6 in) and 590 mm (23.2 in) above the concrete surface

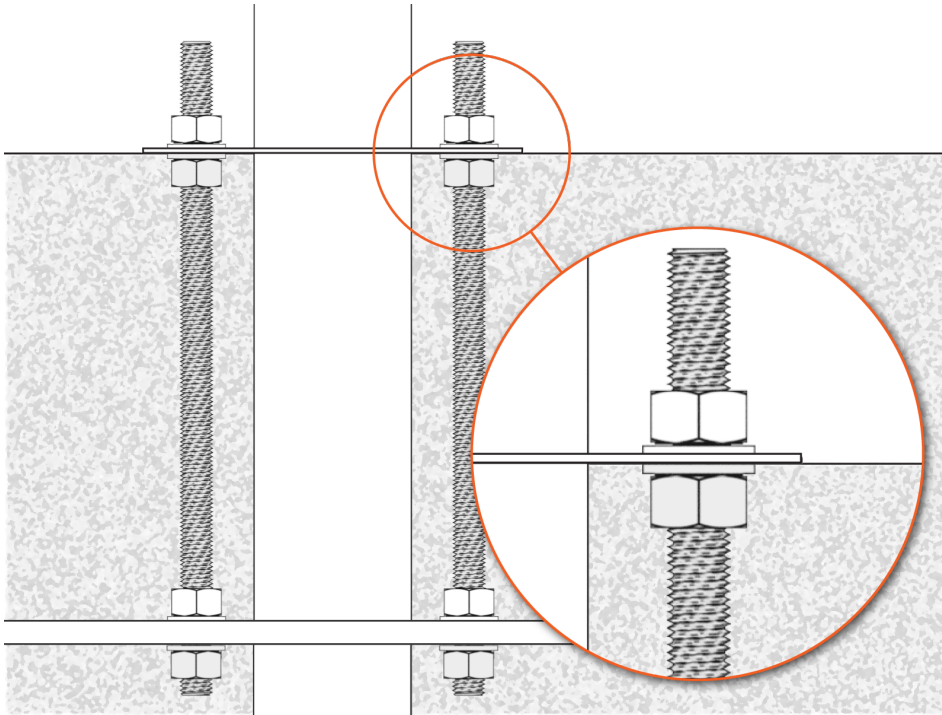


**IMPORTANT:** It is critical that the conduits are positioned properly and plumb. The tolerance where the conduits enter the station is 2 mm (1/16 in).

4. Align the CP6000 CMT over the conduit stub-ups with the two bolts facing forward and the third bolt to the rear.

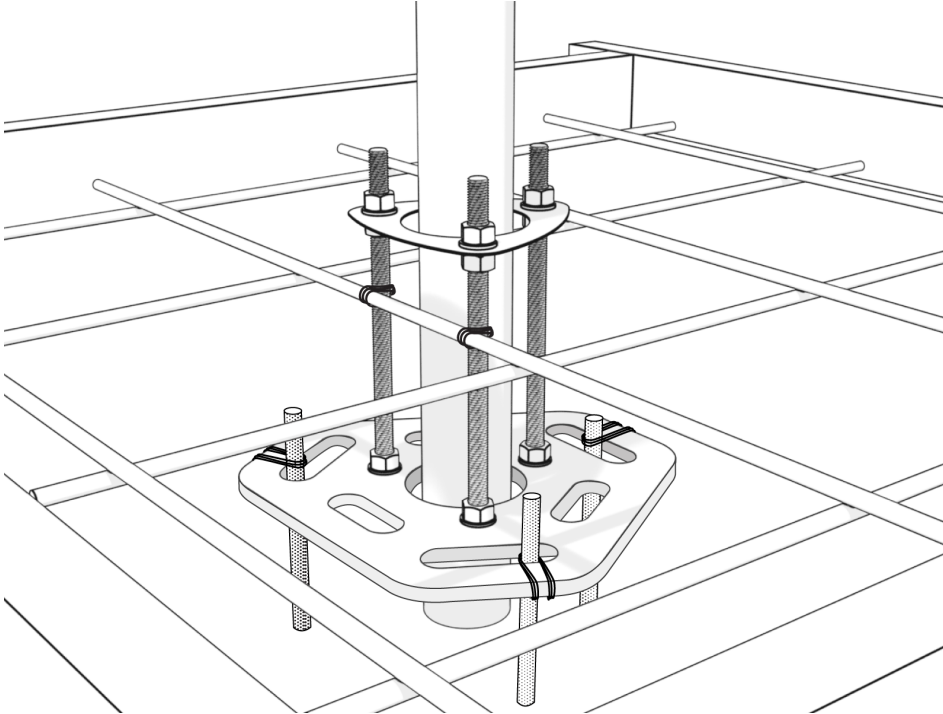


5. Slide the CP6000 CMT over the conduit stub-ups until the top surface of the template is level with the top surface of the concrete when poured. The surface of the concrete must align with the bottom of the upper template.



6. Ensure the conduits are plumb.
7. Use a level to check that the CP6000 CMT is level from front to back and from side to side.
8. Each bolt must extend between 60 mm (2.4 in) and 100 mm (4 in) above the concrete surface.

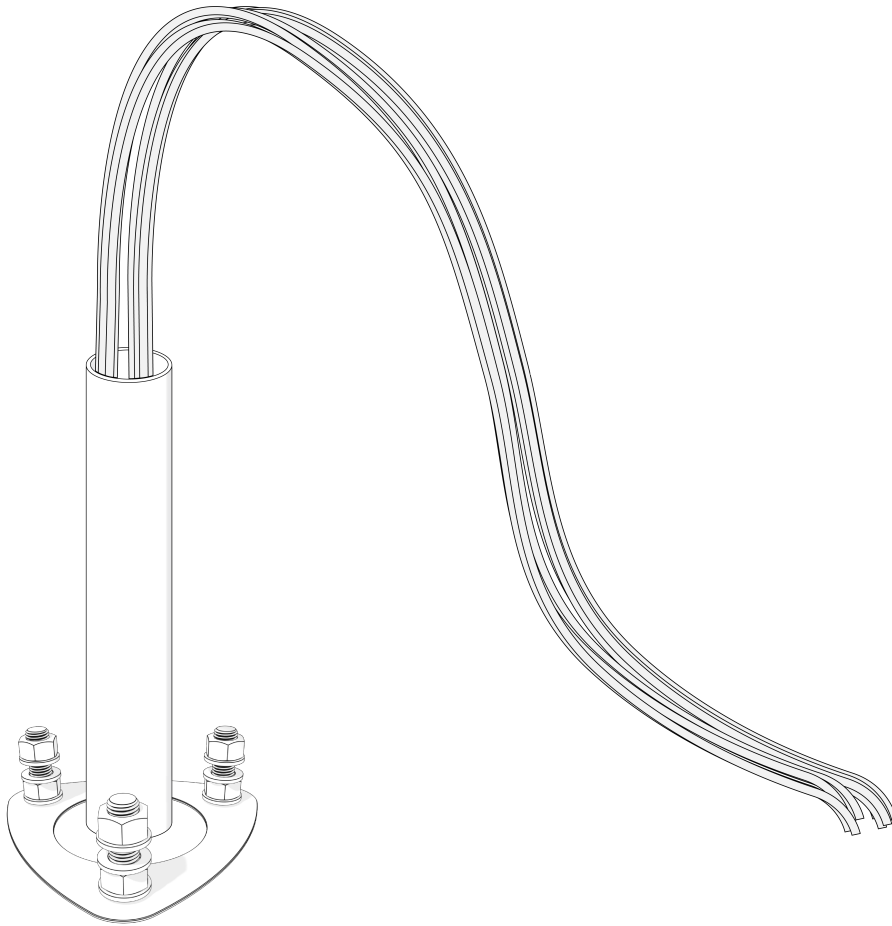
9. Before pouring concrete, tie the CP6000 CMT to rebar to help hold it in place.



**IMPORTANT:** The CP6000 CMT and the conduit must be secured in place to prevent them from moving out of position while the concrete is poured and curing.

- 
10. Pour the concrete.

**Note:** Make sure the concrete surface between the conduits is completely level and free of any irregularities.



11. Refer to the measurements in this guide and ensure the anchor rod locations are correct before the concrete is dry.
12. Use a level to ensure the bolts are plumb.

You are now ready to install the CP6000 pedestal mount charging station.

## Installing on Existing Concrete

Review the site for suitability to install a CP6000.



**IMPORTANT:** If you are replacing a CPF50 charging station, contact ChargePoint to order a CPF50 Adapter Kit.

The CP6000 requires space behind the power stub-up for the Cable Management Kit (CMK). To ensure adequate clearance, refer to the CP6000 Site Design Guide.

## Minimum Requirements



**IMPORTANT:** Always check local codes to ensure compliance. You may need to adjust these instructions to comply with codes that apply at your installation location.

- Review the dimensions of the existing concrete slab. To safely mount a CP6000 charging station, the concrete must be at least 150 mm (6 in) thick. At this thickness, all of the CP6000 mounting bolts must be positioned as follows:
  - At least 380 mm (15 in) from the front edge
  - At least 300 mm (12 in) from the side edges
  - At least 150 mm (6 in) from the rear edge of the concrete slab



**IMPORTANT:** If the existing pad does not meet the specifications above, it must be inspected and approved by a structural engineer for CP6000 charging station dimensions and weight.

- If an existing charging station (from a manufacturer other than ChargePoint) is already in place at the installation site, complete these tasks:
  - Turn off all power to the station and disassemble according to the original manufacturer's instructions.
  - Cut away any existing bolts or non-power conduit stub-up to ground level.
  - You may need to plug cut-away conduits at the slab end, and disconnect wiring at the other end.



**IMPORTANT:** If existing conduit stub-up diameter is greater than 32 mm (1 1/4 in), you must remove the concrete and replace it.

## Tools Required

Electric hammer drill with 12 mm (1/2 in) or larger chuck.

## Consumables Required

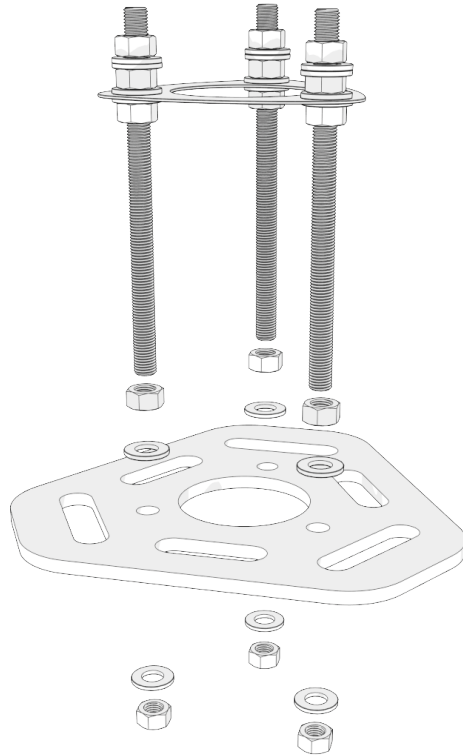
The following table lists and describes consumable items that you will need. The quantity listed in the table is based on installation of one charging station.

**Note:** The consumption rate of these products varies depending on conditions at the installation site.

Quantity	Description	Purpose
1	Epoxy adhesive for concrete such as Hilti RE-500	Fill drilled holes.
1	Electrical cleaning and maintenance aerosol, any angle spray duster, 235 ml (8 oz)	Clean drilled holes. Note: Compressed air will work.
1	Slow spiral round-shank masonry drill bit <ul style="list-style-type: none"><li>• 19 mm (3/4 in) diameter</li><li>• 12.5 mm (1/2 in) shank</li><li>• 254 mm (10 in) drill depth</li><li>• 305 mm (12 in) length overall</li></ul>	Drill 19 mm (3/4 in) holes in concrete. Note: The holes must be at least 150 mm (6 in) deep.
1	Drill bit for concrete embedded rebar, round <ul style="list-style-type: none"><li>• 19 mm (3/4 in) bit size</li><li>• 12.5 mm (1/2 in) shank diameter</li><li>• 305 mm (12 in) length overall</li></ul>	Drill 19 mm (3/4 in) hole through rebar.
1	Nylon loop handle brush <ul style="list-style-type: none"><li>• 19 mm (3/4 in) brush diameter</li><li>• 75 mm (3 in) length brush</li><li>• 216 mm (8 1/2 in) length overall</li></ul>	Clean drilled holes.
1	Push-on round cap, fits 16 mm (5/8 in) - 17.5 mm (11/16 in) OD, 12.7 mm (1/2 in) inside height, pack of 100	Keeps the epoxy inside the drilled holes in situations where the slab is only 150 mm (6 in) deep.

## Installation Instructions

1. Remove the lower template and all nuts and washers from below the upper template.



2. Place the lower template on the concrete and mark the hole locations.
  - When placing the template, consider the charging station's total footprint.
  - If installing over an existing conduit stub-up or armored cable, position the center of the template around that stub-up / cable.
3. Remove the template and drill three 19 mm (.75 in) diameter holes 250 mm (9.85 in) deep into the concrete.
  - You may need two drill bits: one for the concrete (with the pilot) and another for the rebar (without the pilot). Always start the hole using the standard drill bit, and then switch to the rebar drill bit only if drilling through rebar.
4. Remove all dust from inside the drilled holes using compressed air, a vacuum, or a brush.
5. Remove the bolts from the upper template.
6. Fill each hole with epoxy to about 65 to 75 mm (2.5 to 3 in) below the top of the hole. Continue immediately to the next step because the epoxy sets quickly.

---

**Note:** Inserting the threaded bolts displaces the epoxy, causing it to fill the holes to the grade level. If the epoxy is below grade level after the next step, add more epoxy.

7. Place the upper template over the holes.
8. Insert the bolts through the upper template into the holes.



---

**IMPORTANT:** Rotate the bolts as you insert them. This allows the epoxy to fully coat the threads of the bolts, reducing the amount of trapped air.

---

**Note:** Leave the upper template in place.

9. Use a bubble level to ensure the bolts are plumb.
10. Allow the epoxy to cure (depending on cure times recommended by the epoxy manufacturer).

You are now ready to install the CP6000 pedestal mount charging station.



[chargepoint.com/support](https://chargepoint.com/support)

75-001535-01 r1