

County of El Dorado

BID #21-968-050.1/Contract 6508

OLD DEPOT BIKE PARK

THIS AGREEMENT ("Agreement") approved by the County of El Dorado Board of Supervisors, this 19th day of April, in the year of 2022, made and concluded, in duplicate, between the COUNTY OF EL DORADO, a political subdivision of the State of California, by the Chief Administrative Office, Facilities Division thereof, the party of the first part hereinafter called "County," and TJR Resources, Inc., 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:

OLD DEPOT BIKE PARK

The project is located at 40 Old Depot Road, Placerville, California in El Dorado County. The Work to be done as described in the Technical Specifications section and as shown on the Plans, generally consists of, but is not limited to: furnishing of all labor, materials, and equipment for the construction of a bike park for outdoor recreation. The Work shall include:

Final clearing and grubbing, grading of site, erosion control, construction of water, stormwater, and septic utilities, site lighting, concrete paving, crushed gravel paving, asphalt paving, stairs, ramp, bicycle track and jumps, pump track and bowl, restroom slab and plumbing, shade shelter, playground, site furnishings, irrigation system, planting and hydroseeding.

For additional scope of work information, see project specific attachments, Attachments A through F. Should Bidder find relevant details missing from the original drawings, Bidder shall alert the County.

Article 2. CONTRACT DOCUMENTS

The Contract Documents consist of: the Notice to Bidders; the bid forms which include the accepted Proposal, Proposal Bid Price Schedule, Subcontractors Listing, Section 10285.1 Statement, Section 10162 Questionnaire, Section 10232 Statement, and the Noncollusion Affidavit; the Contract which includes this Agreement with all Exhibits thereto, the Performance Bond and Payment Bond; Conditions of the Contract; the drawings, specification and diagrams, listed and identified as the Project Plans; all Addenda incorporated in those documents before their execution, all Contract Change Orders, Architect's Supplemental Instructions, and Construction Change Directives issued in accordance with the Contract Documents which

may be delivered or issued after the Effective Date of this Agreement and are not attached hereto; 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, **THE NOT TO EXCEED SUM OF ONE MILLION FOUR HUNDRED EIGHTY-SIX THOUSAND THREE HUNDRED NINETY-NINE DOLLARS AND FIFTY-ONE CENTS (\$1,486,399.51)**, the contract prices named in Contractor's Bid and Proposal Bid Price Schedule, a copy of which is attached hereto as Exhibit A, which sum constitutes the Contract Price for the complete Project (the "Contract Price").

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 **ONE THOUSAND NINE HUNDRED DOLLARS (\$1,900.00)** 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 B, 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 50% 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.

Article 6. INDEMNITY

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold the County and its officers, directors, and employees and the State of California, its officers, agents, and employees harmless against and from any and all claims, suits, losses, damages, and liability for damages, including attorney's fees and other costs of defense brought for or on account of injuries to or death of any person, including but not limited to, workers and the public, or on account of injuries to or death of County employees, or damage to property, or any economic, consequential or special damages which are claimed or which shall in any way arise out of or be connected with Contractor's services, operations or performance hereunder, regardless of

the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractors or employees of any of these, except for the active, or sole negligence of the County, its officers and employees, or where expressly prescribed by statute.

The duty to indemnify and hold harmless the County specifically includes the duties to defend set forth in Section 2778 of the Civil Code. 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.

Article 7. 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 8. 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
Chief Administrative Office
Parks and Trails Division
200 Armory Drive
Placerville, California 95667

Attn.: Vickie Sanders
Parks Manager

With a copy to:

County of El Dorado
Chief Administrative Office
Procurement and Contracts
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:

TJR Resources, Inc.
PO Box 637
Rancho Cordova, California 95741

Attn.: Thomas Murphy
President

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

Article 9. VENUE

The Contract Documents and all provisions thereto shall be governed by the laws of the State of California. Any litigation arising out of this Contract shall be brought in El Dorado County.

Article 10. 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.

Article 11. 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.

Article 12. 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 13. 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. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), 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 14. 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 Inspector 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 15. 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 16. 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 22. 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 23. PREVAILING WAGE REQUIREMENTS

In accordance with the provisions of California Labor Code Sections 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 Chief Administrative Office, Facilities Division, and are available upon request.

In accordance with the provisions of Labor Code 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 24. CONTRACTOR REGISTRATION

In accordance with California 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 Section 4104 of the Public Contract Code, 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 Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to 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 25. AUDIT BY CALIFORNIA STATE AUDITOR

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, 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 California Government Code §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 26. 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 27. CHILD SUPPORT COMPLIANCE ACT

For any Agreement in excess of \$100,000.00, the Contractor acknowledges in accordance with Public Contract Code 7110, that:

- a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

Article 28. LICENSES

Contractor warrants and represents that it holds a valid California license pursuant to the Contractors’ State License Law (Business and Professions Code Sections 7000, et seq.), that its license is in good standing and that it possesses a Class A – General Engineering and Class B – General Building Contractor’s Licenses 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 29. 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 30. CONTRACT ADMINISTRATOR


The County Officer or employee with responsibility for administering this Agreement is Vickie Sanders, Parks Manager, Chief Administrative Office, or successor.

Article 31. 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.


IN WITNESS WHEREOF, the County and Contractor have executed this Agreement on the dates indicated below, the latest shall be deemed to be the effective date of this Agreement.

COUNTY OF EL DORADO

By: , Chair
Board of Supervisors
County of El Dorado


Dated: 5/10/22

ATTEST:
Kim Dawson, Clerk
Of the Board of Supervisors

By: 
Deputy Clerk

Dated: 5/10/22

T J R R E S O U R C E S , I N C .

By: 
Thomas Murphy
President/Secretary

Dated: 4/22/22

License No.: 989449 Federal Employer Identification No. 46-2041689

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: P.O. Box 637, Rancho Cordova, California 95741

Business Address: 11358 Sunrise Gold Circle, Suite B

City, Zip: Rancho Cordova, California 95742

Phone: 916.752.6019 Fax: 888.423.7789

Exhibit A
CONTRACTOR'S BID AND PROPOSAL BID PRICE SCHEDULE

ITEM NO.	DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE (IN FIGURES)	TOTAL PRICE (IN FIGURES)
BASE BID SCHEDULE					
1	Mobilization	LS	1	\$1,800	\$1,800
2	Layout and Staking	LS	1	\$15,840	\$15,840
3	Construction Fencing and Entrance	LS	1	\$6,150	\$6,150
4	Temporary Tree Protection	LF	1373	\$3.00	\$4,119
5	Erosion Control	LS	1	\$10,800	\$10,800
6	Clearing and Grubbing	LS	1	\$16,200	\$16,200
7	Earthwork	LS	1	\$35,000	\$35,000
8	Storm Drain System	LS	1	\$25,000	\$25,000
9	Domestic Water System	LS	1	\$12,500	\$12,500
10	Sanitary Sewer System	LS	1	\$19,400	\$19,400
11	Concrete Paving	SF	1916	\$21.50	\$41,194
12	Aggregate Base Maintenance Drive	LS	1	\$6,280	\$6,280
13	Crushed Gravel Paving	SF	9590	\$6.20	\$59,458
14	Ramp	LS	1	\$96,490	\$96,490
15	Retaining Wall	LS	1	\$41,570	\$41,570
16	Chain Link Fence	LF	419	\$92	\$38,548
17	Vehicular Gate	EA	1	\$24,758	\$24,758
18	Concrete Split Rail Fence	LF	203	\$217	\$44,051
19	Pump Track and Bowl	LS	1	\$247,508	\$247,508
20	Bicycle Jumps	LS	1	\$182,310	\$182,310
21	Restroom	LS	1	\$4,800	\$4,800
22	Seeding	SF	45147	\$3.1	\$13,995.57
23	Maintenance	LS	1	\$4,056	\$4,056
24	General Conditions	LS	1		\$219,357
25	Insurance	LS	1		\$18,000
26	Bonds	LS	1		\$12,673
27	Fees	LS	1		\$45,000

Planting Schedule of Values					
28	Soil Preparation and Amendments	SF	6987	\$.71	\$4,960.77
29	15-Gallon Tree	EA	6	\$96	\$576
30	Shrub (Furnish only)	EA	45	\$23	\$1,035
31	5-Gallon Shrub	EA	82	\$26	\$2,132
32	1-Gallon Shrub/Groundcover	EA	369	\$7	\$2,583
33	Wood Mulch	SF	16529	\$.89	\$14,710.81
34	Rock Mulch	SF	2041	\$2.11	\$4,306.51
Irrigation Schedule of Values					
35	Backflow Preventer	EA	1	\$2,335	\$2,335
36	Controller	EA	1	\$1,444	\$1,444
37	Sleeve	LF	150	\$16.75	\$2,512.50
38	Mainline	LF	851	\$15.50	\$13,190.50
39	Master Valve	EA	1	\$500	\$500
40	Flow Meter	EA	1	\$523	\$523
41	Gate Valve	EA	2	\$237	\$514
42	Quick Coupling Valve	EA	7	\$281.75	\$1,972.25
43	Remote Control Valve	EA	6	\$314	\$1,884
44	Drip Emitters	SF	4436	\$1.75	\$7,763
45	In-Line Drip	SF	2551	\$1.60	\$4,081.60
46	Drip Tree Ring	EA	6	\$101.50	\$609
Playground Schedule of Values					
47	Play Curb	LF	129	\$56	\$7,224
48	Play Equipment	LS	1	\$61,538	\$61,538
49	Drainage	LF	106	\$20	\$2,120
50	Play Ramp	LS	1	\$3,405	\$3,405
51	Surfacing	LS	1	\$9,847	\$9,847
Site Furnishings Schedule of Values					
52	Picnic Table 92 Inches	EA	6	\$1,750	\$10,500
53	Disposal Receptacle	EA	3	\$3,065	\$9,195
54	Bicycle Rack	EA	4	\$307.25	\$1229
55	Bicycle Repair Station	EA	1	\$2,240	\$2,240
56	Exercise Equipment	LS	1	\$7,231	\$7,231
57	Interpretive Sign	EA	1	\$4,500	\$4,500

58	Temporary Sign	EA	1	\$200	\$200
59	Bond Act Sign	EA	1	\$2,000	\$2,000
Electrical Improvements Schedule of Values					
60	Electrical Meter	LS	1	\$9,250	\$9,250
61	Pull Box and Receptacles	LS	1	\$10,760	\$10,760
62	Conduit and Conductors	LS	1	\$15,680	\$15,680
63	Light Poles	EA	2	\$7,495	\$14,990
BASE BID SCHEDULE TOTAL				\$1,486,399.51	
TOTAL LUMP SUM BID PRICE				\$1,486,399.51	

APPLICATION AND CERTIFICATE FOR PAYMENT - EXHIBIT B

TO OWNER:
 El Dorado County
 Parks & Trails Division
 200 Armory Drive
 Placerville, CA 95667
 FROM CONTRACTOR:

PROJECT:
 BID #21-968-050.1 / CONTRACT 6508
 OLD DEPOT BIKE PARK

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

Distribution to:

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

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 or Contractor under this Contract.

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

