

County of El Dorado

BID #24-968-041 / CONTRACT #9360

EL DORADO COUNTY JUVENILE COURT TENANT IMPROVEMENT

THIS AGREEMENT ("Agreement") approved by the County of El Dorado Board of Supervisors, this 11th day of March, 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 Chief Administrative Office, Facilities Division thereof, the party of the first part hereinafter called "County," and **PRIDE INDUSTRIES ONE, INC.** [CSLB #967732] party of the second part hereinafter called "Contractor."

RECITALS

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:

EL DORADO COUNTY JUVENILE COURT TENANT IMPROVEMENT

The project is located at 2850 Fairlane Court, Building C, Lower Level, Placerville, California 95667. The Work to be done as described in the Specifications and Drawing Plans, generally consists of, but is not limited to: furnishing of all labor, materials, and equipment for the El Dorado County Juvenile Court Tenant Improvement. The Work shall include:

Tenant improvements to the ground floor of County Administration Building C that will house a new multipurpose Court that will be eight thousand eight hundred fifty-six (8,856) square feet. The improvements shall include a new courtroom, new judge's chambers with associated toilet and office/witness/waiting area, new conference room and vestibule, new large conference room/jury room with associated toilet, new processing and file area (with high density storage), new clerk and administrative court space, break area and toilets, new Court Information Technology (IT) area and office, and new security checkpoint. The building is to remain operational during the design and construction phases. For additional scope of work information, see the Specifications and Drawing Plans. Should Bidder find relevant details missing from the original Specifications, Drawing Plans, and the Asbestos & Lead Building Inspection/Survey, Bidder shall alert the County.

Alternate #1: ADD –

- **Component 1** - Remove, dispose of, and replace all carpet and base in existing (E) Court spaces on Level I (Lower Level) identified in Drawings with C1 carpet and as specified in the Drawings and Specifications. Contractor shall be responsible for the disassembly and reassembly of furniture, power and low voltage disconnect and connections, move in and move out of furniture and equipment, and provide storage as necessary for this work to be completed. Courts IT will be responsible for unplugging and plugging back in all IT equipment, as well as moving and storing.

- **Component 2** - Prepare and paint all currently painted walls, soffits, and door jambs in existing (E) Court spaces identified in Drawings with P1 paint on Level I (Lower Level) as specified in Drawings and Specifications. Contractor shall be responsible for the disassembly and reassembly of furniture, power and low voltage disconnect and connections, move in and move out of furniture and equipment, and provide storage as necessary for this work to be completed. Courts IT will be responsible for unplugging and plugging back in all IT equipment, as well as moving and storing.
- **Component 3** - Remove and dispose of existing acoustical walls and replace with new acoustical walls as shown in the Drawings. Repair and infill gypsum board; prep new and existing gypsum board to receive new finish as specified in Drawings and Specifications in existing (E) Courtroom on Level I (Lower Level) in the spaces specified in Drawings. Contractor to install new Owner Furnished seal. Contractor shall be responsible for the disassembly and reassembly of furniture, power and low voltage disconnect and connections, move in and move out of furniture and equipment, and provide storage as necessary for this work to be completed. Courts IT will be responsible for unplugging and plugging back in all IT equipment, as well as moving and storing.
- **Component 4** - Remove and dispose of existing gallery seating and replace with new gallery bench seating on Level I (Lower Level) in existing (E) Courtroom as shown in Drawings with products and in a manner identified in Drawings and Specifications. Remove and dispose of existing jury seating and replace with new jury seating on Level I (Lower Level) in existing (E) Courtroom as shown in Drawings with products and in a manner identified in Drawings and Specifications.

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, Non-collusion Affidavit, Iran Contracting Act Verification Form, and the California Levine Act Statement; 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, Architect's Supplemental Instructions if applicable, 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, **TWO MILLION EIGHT HUNDRED FIFTY-SIX THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS (\$2,856,575)** which sum constitutes the Contract Price for the complete Project, including the four (4) components of Additive Alternate #1 (the "Contract Price"). Contractor shall be paid no more than the Contract Price, plus any approved Change Orders pursuant to Article 47.

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 **three hundred sixty-five (365) 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 TWO HUNDRED DOLLARS AND ZERO CENTS (\$1,200.00)** 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. 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 6. 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.
- B. Contractor shall provide for public use, and shall limit access to the facility as directed by County's Contract Administrator.
- C. Contractor shall provide for work by other contractors and County.
- D. Contractor shall coordinate the use of the premises, including the storage of materials, tools, and equipment with County's Contract Administrator.

Article 7. INDEMNITY

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold the County and its officers, directors, 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 sole negligence or willful acts 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 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 8. 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 9. 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
Facilities Division
3000 Fairlane Court, Suite One
Placerville, California 95667

Attn.: Charles Harrell
Facilities Division Manager

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:

Pride Industries One, Inc.
10030 Foothills Boulevard
Roseville, California
95747

Attn.: Kathy Lopez-
Shaughnessy
Director of Contracts

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

Article 10. CALIFORNIA FORUM AND LAW

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

Article 11. 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 12. 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 13. 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 14. 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 (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 15. 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 16. 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 17. 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 18. 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 19. EMISSIONS REDUCTION

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 CCR 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 3/20/25

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 20. 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: 3/20/25

Article 21. 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 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. APPRENTICES

23.1 For purposes of this Article 23, the term Subcontractor shall not include suppliers, manufacturers, and distributors.

23.2 Only apprentices, as defined in the State of California 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.

23.3 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.

23.4 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.

23.5 "Apprenticeship craft or trade," as used in this Article 23, shall mean a craft or trade determined as an apprenticeship occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

23.6 If Contractor or Subcontractors employ journeymen 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 journeymen 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.

23.7 In the event Contractor willfully fails to comply with this Article 23, it will be considered in violation of the requirements of the Contract.

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

Article 24. 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 25. PREVAILING WAGE REQUIREMENTS

In accordance with the provisions of California 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 Chief Administrative Office, Facilities Division, 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 26. CERTIFIED PAYROLL

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

26.1. 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.

26.2 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 27. NON-DISCRIMINATION

27.1. 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.

27.2. 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.

27.3. 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 28. 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 CCR 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 16.

Article 29. SUBCONTRACTORS

29.1 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

29.1.1 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.

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

29.1.3 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.

29.1.4 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 29.1.1 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.

29.1.5 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.

29.1.6 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.

29.1.7 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.

29.2 SUBCONTRACTUAL RELATIONS

29.2.1 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:

29.2.1.1 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.

29.2.1.2 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.

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

29.2.3 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 30. 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 CCR 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 31. 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 32. 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 33. 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 a Class B – General Building Contractor's 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 34. 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 35. 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 36. 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:

36.1 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.

36.2 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 37. 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 38. 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 39. 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 40. 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 entity 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 41. 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 42. 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, sections 12900 et seq.) and applicable regulations promulgated thereunder (2 CCR, sections 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 CCR 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 CCR, 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 43. 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 44. 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 45. 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 46. 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 47. 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 Facilities Division Manager , or where required, by the Board of Supervisors.

Article 48. 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 49. 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 50. RECYCLED BOND PAPER

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

Article 51. CONTRACT ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Charles Harrell, Facilities Division Manager, Chief Administrative Office, or successor.

Article 52. 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 53. 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 54. 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 Chief Administration Office, Facilities Division 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: _____

Board of Supervisors
County of El Dorado

Chair

Dated: _____

3/25/25

ATTEST:

Kim Dawson, Clerk
Of the Board of Supervisors

By: _____

Deputy Clerk

Dated: _____

3/25/25

PRIDE INDUSTRIES ONE, INC.

By: _____

Kathy Lopez-Shaughnessy
Director, Commercial Contracts

Dated: _____

3/20/2025

License No.: 967732

Federal Employer Identification No. 91-1827109

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: 10030 Foothills Boulevard, Roseville, California 95747

Business Address: 10030 Foothills Boulevard

City, Zip: Roseville, California 95747

Phone: 916-282-8800

*** END OF CONTRACT ***

APPLICATION AND CERTIFICATE FOR PAYMENT - EXHIBIT A

PAGE 1 OF 2 PAGES

TO OWNER:

El Dorado County
3000 Fairlane Court, Suite One
Placerville, California 95667

FROM CONTRACTOR:

Project:

Bid #24-968-041
El Dorado County Juvenile Court
Tenant Improvement

APPLICATION #: 1

PERIOD TO:

PROJECT NOS:

CONTRACT DATE:

Distribution to:

☐ County
☐ Cont Adm
☐ Contractor

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	\$	
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		

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.

County of El Dorado
BID #24-968-041
El Dorado County Juvenile Court Tenant Improvement

#9360
Exhibit A

Exhibit "A"

CONTINUATION SHEET

Page 2 of 2 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 1

PROJECT:

APPLICATION DATE:

Bid #24-968-041

PERIOD TO:

CONTRACTOR'S PROJECT NO:

El Dorado County Juvenile Court Tenant Improvement

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)		
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SUBTOTALS PAGE 2									

County of El Dorado
 Bid #24-968-041
 El Dorado County Juvenile Court Tenant Improvement

#9360
 Exhibit A

