



**COUNTY OF EL DORADO, CALIFORNIA  
CHIEF ADMINISTRATIVE OFFICE  
FACILITIES DIVISION**

**CONTRACT DOCUMENTS**

INCLUDING

**NOTICE TO BIDDERS,  
PROPOSAL, CONTRACT,  
AND CONDITIONS OF THE CONTRACT**

FOR

**COUNTY OF EL DORADO  
PLACEVILLE JAIL ROOF REPLACEMENT PROJECT**

**BID #19-968-015**

**BIDS MUST BE RECEIVED BY:  
3:00 P.M. on April 3rd, 2019  
PROCUREMENT & CONTRACTS  
330 Fair Lane, Placerville, CA 95667**

**COUNTY OF EL DORADO, STATE OF CALIFORNIA  
CHIEF ADMINISTRATIVE OFFICE  
FACILITIES DIVISION**

**COUNTY OF EL DORADO  
PLACERVILLE JAIL ROOF REPLACEMENT PROJECT**

**BID #19-968-015**

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**COUNTY OF EL DORADO, CALIFORNIA  
CHIEF ADMINISTRATIVE OFFICE  
FACILITIES DIVISION**

**NOTICE TO BIDDERS**

**NOTICE IS HEREBY GIVEN** by the County of El Dorado, State of California, that sealed bids for work in accordance with the Project Plans (Plans) and Contract Documents designated:

**COUNTY OF EL DORADO  
PLACERVILLE JAIL ROOF REPLACEMENT PROJECT  
BID #19-968-015**

will be received by the Chief Administrative Office, Procurement & Contracts Division, at **330 FAIR LANE, PLACERVILLE, CALIFORNIA**, until **3:00 p.m. on April 3<sup>rd</sup>, 2019**, at which time and place bids will be publicly opened and read by the Chief Administrative Office, Procurement & Contracts Division.

No Bid may be withdrawn after the time established for receiving bids or before the award and execution of the Contract, unless the award is delayed for a period exceeding sixty (60) calendar days. Bids shall be executed in accordance with the instructions given and on the forms provided in the bound Contract Documents furnished by the County of El Dorado, Chief Administrative Office, Procurement & Contracts Division. The proposal shall **NOT** be detached from the Contract Documents. All bids must be clearly marked on the envelope:

**“COUNTY OF EL DORADO PLACERVILLE JAIL REPLACEMENT PROJECT”  
BID #19-968-015**

**TO BE OPENED AT 3:00 P.M. ON April 3<sup>rd</sup>, 2019**

**LOCATION/DESCRIPTION OF THE WORK:** The project is located at 300 Forni Road, Placerville California in El Dorado County. The Work to be done as shown on the Plans, generally consists of, but is not limited to:

- A. The furnishing of all labor, materials and equipment for construction of replacement of the Placerville Jail Roof as shown or required per contract documents. Bids are required for the entire work described herein.
- B. The contract time shall be **thirty (30) calendar days**.
- C. For bonding purposes the estimated project cost is **approximately \$750,000.00**.
- D. A Pre-Bid / Site Visit Meeting is scheduled for this project on **March 6, 2019**. **ATTENDANCE AT THE PRE-BID MEETING IS MANDATORY AND ONLY THE BIDS OF FIRMS WITH REPRESENTATIVES IN ATTENDANCE WILL BE CONSIDERED FOR EVALUATION AND AWARD. BIDDERS OR THEIR REPRESENTATIVES SHALL MEET AT THE PLACERVILLE JAIL AT 300 FORNI ROAD, PLACERVILLE, CA 95667 SHARPLY AT 1:00 P.M. ANY BIDDER WHO HAS NOT SIGNED THE SIGN-IN SHEET BY 1 P.M. WILL NOT BE ABLE TO PARTICIPATE IN THE JOB WALK AND WILL NOT BE ABLE TO SUBMIT A BID.** In order to limit the disruption to the conduct of business, the meeting date listed will be the only opportunity for bidders to visit the site. The Bidder's representative will be required to sign an attendance sheet and provide the name of the firm being represented. The County will post on the Procurement & Contract's website such Addenda as the County in its discretion considers necessary in response to questions arising and information presented at the Pre-Bid / Site Visit Meeting. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued as a result of the Pre-Bid / Site Visit Meeting shall constitute the sole and exclusive record and statement of the results of the Pre-Bid / Site Visit Meeting.

**QUESTIONS:** Questions will be accepted in writing only, by email or in hard copy, until **5:00 p.m. on March 21, 2019**. Questions can be emailed to: [michele.weimer@edcgov.us](mailto:michele.weimer@edcgov.us) or delivered to: County of El Dorado, Procurement & Contracts, 330 Fair Lane, Placerville, CA 95667. Answers to questions deemed relevant and appropriate will be emailed to all eligible bidders by **5:00 p.m. on March 27, 2019**.

**OBTAINING OR INSPECTING CONTRACT DOCUMENTS:** The Contract Documents including Plans may be examined:

- Online at <http://edcapps.edcgov.us/contracts/invite.asp>
- At the County of El Dorado, Chief Administrative Office, Procurement & Contract Division located at 330 Fair Lane, Placerville, California, 95667
- Distributed at Pre-Bid Meeting

**ONLY CONTRACT DOCUMENTS DISTRIBUTED AT THE MANDATORY PRE-BID MEETING  
ON March 6th, 2019 WILL BE ACCEPTABLE FOR BID SUBMITTAL.**

**CONTRACTORS LICENSE CLASSIFICATION:** Bidders shall be properly license to perform the Work pursuant to the Contractors' State License Law (Business and Professions Code Section 7000 et seq.) and shall possess a **C-39 - Roofing Contractor License and be a Certified Tremco Approved Contractor**, and shall maintain a valid license and certification through completion and acceptance of the Work, including the guarantee and acceptance period. Failure of the successful Bidder to obtain proper adequate licensing at the time of contract award shall constitute a failure to execute the Contract and shall result in the forfeiture of the Bidder's security, and may result in legal penalties.

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

**REQUIRED LISTING OF PROPOSED SUBCONTRACTORS:** Each Proposal shall have listed therein the name and address of each subcontractor, to whom the Bidder proposes to subcontract portions of the work in an amount in excess of 1/2 of one percent of its total bid in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The Bidder shall also describe in the Subcontractor Listing the work to be performed by each subcontractor listed. The work to be performed by the subcontractor shall be shown by listing the description of the work, and portion of the work to be performed by the subcontractor in the form of a percentage calculated by dividing the work to be performed by the subcontractor by the lump sum bid price. At the time the bids are submitted all listed subcontractors shall be properly licensed to perform their designated portion of the work. The Bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

Pursuant to recently enacted legislation (SB 854, Stat. 2014, Chapter 28), no contractor or subcontractor may be listed on a bid proposal for public works project (submitted on or after March 1, 2015) or awarded a contract for a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Sections 1771.1(a), 1725.5.

**NONDISCRIMINATION:** Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

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

**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. These wage rates appear in the California Department of Transportation publication entitled General Prevailing Wage Rates. Interested parties can obtain the current wage information by submitting their requests to the Department of Industrial Relations, Division of Labor Statistics and Research, P.O. Box 420603, San Francisco CA 94142-0603, Telephone (415) 703-4708 or by referring to the website at <http://www.dir.ca.gov/dlsr/PWD>. The rates at the time of the bid advertisement date of a project will remain in effect for the life of the project in accordance with the California Code of Regulations, as modified and effective January 27, 1997.

Copies of the general prevailing rate of wages in the county in which the Work is to be done are also on file at the 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.

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

**AWARD OF CONTRACT:** The County of El Dorado reserves the right after opening bids to reject any or all bids, to waive any irregularity in a bid, or to make award to the lowest responsive, responsible Bidder and reject all other bids, as it may best serve the interests of the County. The Purchasing Agent will recommend the bids for award by the Board of Supervisors.

As a condition of award, the successful Bidder will be required to submit bonds and evidence of insurance prior to execution of the Agreement by the County. Failure to meet this requirement shall constitute abandonment of the Bid by the Bidder and forfeiture of the Bidder's security. Award will then be made to the next lowest responsible Bidder.

**BIDDERS PROTEST PROCEDURES:**

Any Bidder in the course of a competitive solicitation who is determined non-responsive or who is not being recommended for award of a contract may Protest the solicitation award.

1. A Bidder may submit a Protest if they believe that:
  - a) The rating factors and/or evaluation criteria put them at an unjust disadvantage,
  - b) The County erred in its conclusion that the Bidder's solicitation was non-responsive or failed to follow procedures set forth in the solicitation document and therefore was unfairly disqualified from the solicitation process,
  - c) Bidder provided the overall best value response, and that the County erred in not recommending them for award of the contract or purchase order, or
  - d) County failed to follow written policy and/or procedures.
2. The Bidder must submit a formal written Protest to the Procurement & Contracts Division **within five (5) working days** of the County's notice of Intent to Award.
3. The Bidder's Protest should provide evidence that County failed to follow procedures specified in the solicitation or made identifiable mathematical errors or other calculation errors while evaluating the solicitation.

Protests must be filed in writing with the Procurement and Contracts Division within five (5) working days of notice of intent to award.

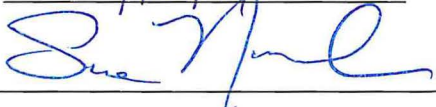
**PAYMENTS:** Attention is directed to Article 6.2 – APPLICATIONS FOR PAYMENT of the Conditions of the Contract.

**RETAINAGE FROM PAYMENTS:** The Contractor may elect to receive one hundred percent (100%) of payments due under the Contract from time to time, without retention of any portion of the payment by the County, by depositing securities of equivalent value with the County in accordance with the provisions of Section 22300 of the Public Contract Code. Securities eligible for deposit hereunder shall be limited to those listed in Section 16430 of the Government Code, or bank or savings and loan certificates of deposit.

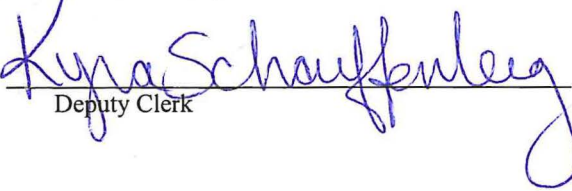
**PROJECT ADMINISTRATION:** All communications relative to the Contract Documents and Plans shall be directed to Linda Silacci-Smith in the County of El Dorado Chief Administrative Office, Procurement & Contracts Division, 330 Fair Lane, Placerville, CA 95667, telephone: (530) 621-5417. No oral responses to any questions concerning the content of the Plans and Contract Documents will be given. All responses will be in the form of written addenda to the Plans and/or Contract Documents.

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

Authorized by the Board of Supervisors on February 12th, 2019 at Placerville, California.

Dated: 2/12/19  
By:   
Chair, Board of Supervisors

James S. Mitrison  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 2/12/19

**\* END OF NOTICE TO BIDDERS \***

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

**PLACERVILLE JAIL ROOF REPLACEMENT PROJECT  
BID #19-968-015**

**INSTRUCTIONS TO BIDDERS**

1. The County of El Dorado will receive sealed bids from Bidders as stipulated in the Notice to Bidders.
2. The County of El Dorado reserves the right after opening bids to reject any or all bids, to waive any irregularity in a bid, or to make award to the lowest responsive, responsible Bidder and reject all other bids, as it may best serve the interests of the County.
3. Bidders must submit bids only on forms provided in the Contract Documents, and shall be accompanied by all documents and information required to be submitted by these Instructions to Bidders, the Notice to Bidders, and by law. Bids not submitted on the required forms shall be deemed nonresponsive and shall not be considered. The Proposal form is bound together with the Notice to Bidders, Instructions to Bidders, Agreement, and attendant documents. A Proposal shall be deemed "Non-Responsive" if the proposal is submitted without the entire Contract Document package attached.
4. Bidders must submit a Non-Collusion Affidavit form with their bid. Bids submitted without the affidavit will be deemed nonresponsive and will not be considered.
5. Bidders must submit Tremco Letter of Certification with their bid.
6. Bidders must submit signed Confidentiality of Information Provided form with their bid.
7. Bidders must supply all information required by Contract Documents and specifications. Bids must be full and complete. The County reserves the right at its sole discretion to reject any bid as nonresponsive as a result of any error or omission in the bid.
8. Bidders may not modify Proposal Document or qualify their bids.
9. Submission of a bid signifies that the Bidder has done a careful examination of the Contract Documents and has a complete understanding of the nature, extent and location of Work to be performed. Bidder must complete the tasks listed below in subsections "a" and "b" as a condition to bidding, and submission of bid shall constitute the Bidder's express representation to the County that Bidder has fully completed the following:
  - a. Bidder has attended the mandatory pre-bid meeting and has examined thoroughly and understands the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
  - b. Bidder has given the County representative during the bid period prompt written notice of all conflicts, errors, ambiguities or discrepancies that it has discovered in or among the Contract Documents and as built and actual conditions and the written resolution thereof by County is acceptable to Bidder.

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

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

- i. Contracts: The successful Bidder shall execute and submit the Agreements for the work associated with the Proposal Lump Sum Bid Price Schedule (See Draft Agreement). Submit two (2) originals of Agreement, each bearing an original signature.
- ii. County of El Dorado Performance Bond: To be executed by successful Bidder and surety each with notary acknowledgement.
- iii. County of El Dorado Payment Bond: To be executed by successful Bidder and surety each with notary acknowledgement.
- iv. Insurance certificates required by Contract Conditions and Article 8.
- v. California Form 590 – Withholding Exemption and County Payee Data Record Form

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



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

**PLACERVILLE JAIL ROOF REPLACEMENT PROJECT  
BID #19-968-015**

**SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

1. The County will conduct **CRIMINAL BACKGROUND CHECKS** of all on-site Contractor's employees. Contractor agrees to replace **ANY** employee that the County has objection to without dispute.
2. The Contractor shall provide the County copies of photo ID's for all on-site employees twenty (20) calendar days prior to site mobilization.
3. All Contractor's on-site employees will be required to sign a **HOSTAGE WAIVER** and be aware that this facility has a **NO HOSTAGE POLICY**. Waivers should be submitted with submission of photo ID twenty (20) calendar days prior to site mobilization.
4. Contractor's employees **SHALL ATTEND A JAIL ORIENTATION MEETING** prior to site mobilization which includes reviewing jail rules and procedures. Contractor shall allow one (1) man hour per employee for this training.
5. No **CONTRABAND** will be allowed such as knives, personal protection devices (ppds), cigarettes, etc.
6. Contractor's employees will be required to **ENTER/EXIT** at same time and together through the mail jail lobby.
7. Contractor's employees are subject to **SEARCH** at any time.
8. Contractor's employees will **NOT** be allowed to wear **ORANGE, RED OR YELLOW SHIRTS OR PANTS. No tank tops, sandals, flip flops or shorts will be permitted.**
9. No **CELL PHONES or any other communication devices**, unless approved by the jail project manager in advance, will be allowed into the jail, no exceptions.
10. No cameras are permitted unless authorized.
11. No communication with inmates will be allowed.
12. The **existing** lobby toilet facilities will be made available to Contractor's employees. Contractor may opt, at their discretion, for a portable toilet facility.
13. Contractor's employees coming on site will be required to sign-in at the lobby reception desk, exchange driver's license for a Contractor ID Badge. Badges to be displayed at all times by every employee. Any of Contractor's employee without a County-issued ID badge will not be allowed on site. At the end of the work day, sign-out at lobby reception and exchange Contractor's badge for driver's license. All ID Badges must be accounted for and returned to Sargent's Office every day.
14. Contractor's employees will need to complete a **TOOL CHECK DAILY** both before and after shift.
15. Contractors may use the jail lunch room when not being used by others; however, if it is found to not be cleaned after use, Contractor will lose this privilege. If Contractor's employees leave the jail for lunch, they will need to sign out, return their Contractor badge and retrieve their valid California driver's license. When Contractor returns from lunch, it will be necessary to complete the sign in process again.
16. Anticipated working hours are Monday – Friday, 7:30 a.m. to 4:30 p.m. Alternate working hours are possible, but will need to be coordinated with Sheriff to assure staff is available for sign-in and sign-out.

**\* END OF SUPPLEMENTAL INSTRUCTIONS \***

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

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

**PROPOSAL**

DO NOT DETACH ANY PAGES FROM THIS BOUND BID DOCUMENT.

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

for the construction of

**PLACERVILLE JAIL ROOF REPLACEMENT PROJECT**

**BID #19-968-015**

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

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

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

BUSINESS STREET ADDRESS: \_\_\_\_\_

*(Please include even if P.O. Box used)*

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

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

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

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

## **PLACERVILLE JAIL ROOF REPLACEMENT PROJECT**

**BID #19-968-015**

Bids are to be submitted for the entire work. The work includes LUMP SUM BID. Failure to submit a bid for the entire work will result in the bid being deemed non-responsive.

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

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

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

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

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

**Attention! The undersigned Bidder acknowledges that a bid security must be submitted in amount of not less than ten (10) percent of the estimated project cost of \$750,000.00 (\$75,000.00).**

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

Bidder will be responsible for roof replacement at the Placerville jail described below:

Remove existing roof ballast and store on-site for County use. Remove existing ethylene propylene diene terpolymer (EPDM) roof and existing styrene or perlite, see attachments for locations and approximate square footage. Include new Tremco Tri-Polymer Alloy (TPA) flashing at expansion joint. Install new

roofing as specified and approximately 1100 lineal feet (Contractor to field verify) of walk pads. The scope includes removal and reinstallation of parapet flashings and metal caps and installation of three (3) new fold-out pole ladders. Contractor will verify square foot and all dimensions prior to ordering.

Alternates:

- 1) Installation approximately 565 lineal feet (Contractor to field verify) of new handrails (see attached specifications and plans).

List of Exhibits:

- Exhibit A – Application and Certification of Payment
- Exhibit B1 – Roof Plan & Site Diagram
- Exhibit B2 – Roof Specifications
- Exhibit B3 – Expansion Joint Detail
- Exhibit C – Existing Roof Details

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

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

**PROPOSAL BID PRICE SCHEDULE  
PLACERVILLE JAIL ROOF REPLACEMENT PROJECT  
BID #19-968-015**

**Note: Bid will be awarded on the basis of the lowest responsive, responsible bidder based upon the total of the LUMP  
SUM bid and meeting all other requirements.**

**Lump Sum Bid Amount: \$ \_\_\_\_\_**

**Alternate 1 Bid Amount: \$ \_\_\_\_\_**

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

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

**SUBCONTRACTORS LISTING**

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

<b>Name</b>	<b>Location of Business</b>	<b>License No.</b>	<b>Description of Work and Percentage of Work Subcontracted</b>

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INITIALED BY THE BIDDER'S AUTHORIZED REPRESENTATIVE**

**PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **NOTE:**

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

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



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

In accordance with Title 23 United States Code, Section 112 and Public Contract Code Section 7106, the Bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

**NOTE:**

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

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

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

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

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

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

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

## TREMCO LETTER OF CERTIFICATION

Attach here:

**CONFIDENTIALITY OF INFORMATION PROVIDED**

Contractor shall maintain the confidentiality and privileged nature of all records. Upon completion of all Services, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations and any and all other materials or data given to Contractor as part of the Services requested shall be returned to the County.

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

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

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

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

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

**IRAN CONTRACTING ACT CERTIFICATION**  
(Public Contract Code Section 22000 *et seq.*)

As required by California Public Contract Code Section 2204, I certify subject to penalty for perjury that: (i) I am duly authorized to execute this certification on behalf of Bidder/Proposer; and (ii) the option checked below relating Bidder/Proposer's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

\_\_\_ Bidder/Proposer is not:

- (i) Identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (ii) A financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

\_\_\_ The County has exempted Bidder/Proposer from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the County will be unable to obtain the goods and/or services to be provided pursuant to the contract.

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

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

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

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

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

*NOTE: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the contract amount, termination of the contract and/or ineligibility to bid on public contracts for three (3) years.*

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

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

**in amount equal to at least ten percent of the total of the estimated project cost of \$175,000.00 (\$17,500.00).**

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

**END OF PROPOSAL**

**COUNTY OF EL DORADO**

**BIDDER'S BOND**

**this form MUST be used**

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

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

**TEN PERCENT (10%) OF THE TOTAL OF THE ESTIMATED PROJECT COST OF \$175,000.00 (\$17,500.00)**

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

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

**PLACERVILLE JAIL ROOF REPLACEMENT PROJECT**  
**BID #19-968-015**

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

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

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

(seal) \_\_\_\_\_  
Principal

(seal) \_\_\_\_\_  
Surety

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

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

**PRINCIPAL**

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

**ACKNOWLEDGMENT**

State of California

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

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

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

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**SURETY**

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

**ACKNOWLEDGMENT**

State of California

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

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

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

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

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



# County of El Dorado, State of California

BID #19-968-015

## PLACERVILLE JAIL ROOF REPLACEMENT PROJECT

**THIS AGREEMENT** ("Agreement") approved by the County of El Dorado Board of Supervisors, this \_\_\_\_\_ day of \_\_\_\_\_, in the year of 20\_\_, 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 \_\_\_\_\_ (Contractor) 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:

#### **PLACERVILLE JAIL ROOF REPLACEMENT PROJECT**

The project is located at 300 Forni 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 replacement of the Placerville Jail Roof. The Work shall include:

Remove existing roof ballast and store on-site for County use. Remove existing ethylene propylene diene terpolymer (EPDM) roof and existing styrene or perlite, see attachments for locations and approximate square footage. Include new Tremco Tri-Polymer Alloy (TPA) flashing at expansion joint. Install new roofing as specified and approximately 1100 lineal feet (Contractor to field verify) of walk pads. The scope includes removal and reinstallation of parapet flashings and metal caps and installation of three (3) new fold-out pole ladders. Contractor will verify square foot and all dimensions prior to ordering.

Alternate:

- 1) Installation approximately 565 lineal feet (Contractor to field verify) of new handrails (see attached specifications and plans).

**Article 2. CONTRACT DOCUMENTS**

The Contract Documents consist of: the Notice to Bidders; Supplemental Instructions 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 (insert dollar amount in words) DOLLARS \$(insert dollar amount in numbers)) 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 **thirty (30) 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 **FIVE HUNDRED DOLLARS (\$500.00)** for each and every calendar day, as liquidated damages and not as a penalty, for each and every calendar day's delay in finishing the Work in excess of the contract time prescribed herein; and Contractor agrees that County may deduct the amount thereof from any monies due or that may become due Contractor under this contract.

**Article 5. PAYMENT**

Payment shall be made to Contractor as follows:

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

Retention of 5% of the total Contract price will be held until the work is 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 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 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  
3000 Fairlane Court, Suite One

Attn.: Russ Fackrell  
Facilities Manager

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

Contractor's Business Name  
Street Address  
City, State Zip  
Attn.: Name of Notices Recipient  
Title of Notices Recipient

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

**Article 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 17. 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 18. WORKERS' COMPENSATION CERTIFICATION**

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

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

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this Contract.

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

**Article 19. 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 20. 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 Section 16430 of the Government Code, or bank or savings and loan certificates of deposit.

**Article 21. 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 22. 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 23. 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 24. 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 25. 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 26. 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 27. 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 C-39 Roofing 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 28. 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 29. CONTRACT ADMINISTRATOR**

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

**Article 30. 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 31. 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 32. 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 Certification of Payment**
- **Exhibit B1 – Roof Plan & Site Diagram**
- **Exhibit B2 – Expansion Joint Detail**
- **Exhibit C – Existing Roof Details**
- **Exhibit D – Roof HAZMAT Report**

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

ATTEST:  
James S. Mitrison, Clerk  
Of the Board of Supervisors

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

CONTRACTOR

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

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

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

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

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

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

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

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

\* END OF AGREEMENT \*

**APPLICATION AND CERTIFICATE FOR PAYMENT - EXHIBIT A**

TO OWNER:  
 El Dorado County  
 360 Fair Lane  
 Placerville, CA 95667  
 FROM CONTRACTOR:

PROJECT:

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) \$ \_\_\_\_\_

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.

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

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**CONTINUATION SHEET**

ATTACHMENT TO PAY APPLICATION  
PROJECT:

APPLICATION NUMBER: 1  
APPLICATION DATE:  
PERIOD TO:  
CONTRACTOR'S PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1									
2									
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SUBTOTALS PAGE 2									

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**CONTRACTOR'S GUARANTEE**

**COUNTY OF EL DORADO  
PLACERVILLE JAIL ROOF REPLACEMENT PROJECT**

**BID #19-968-015**

As Contractor for the above referenced project, we hereby agree to 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 the County of El Dorado, ordinary wear and tear and unusual abuse or neglect excepted, during the term of the contract and provide the manufacturer one (1) year warranty period from the date of final acceptance of the work.

We further agree to repair or replace any and all adjacent areas which have been damaged or displaced due to our work performed under this contract at no expense to the County of El Dorado during the term of this contract for a period of one (1) year from the date of final acceptance of the work.

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. We expressly agrees to act as co-guarantor of such equipment and materials, and we 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.

We agree that this guarantee and the rights and obligations accruing there from shall be in addition 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 our failure to comply with the above mentioned conditions with ten (10) calendar days after being notified in writing by the County of El Dorado, we hereby authorize the County of El Dorado to proceed to have said defects repaired and made good at our expense and we will honor and pay all costs and charges therefore upon written demand.

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CONTRACTOR

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

**\* END OF CONTRACTORS GUARANTEE \***

**COUNTY OF EL DORADO**

**PAYMENT BOND**

(Section 3247, Civil Code)

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

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

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

**PLACERVILLE JAIL ROOF REPLACEMENT PROJECT  
BID #19-968-015**

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

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

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

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
PRINCIPAL  
\_\_\_\_\_  
SURETY  
\_\_\_\_\_  
ATTORNEY-IN-FACT

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

**NOTARY ACKNOWLEDGMENTS ATTACHED**

**PRINCIPAL**

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

**ACKNOWLEDGMENT**

State of California  
County of \_\_\_\_\_

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

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

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**SURETY**

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

**ACKNOWLEDGMENT**

State of California

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

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

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

\_\_\_\_\_

\_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



**COUNTY OF EL DORADO**

**PERFORMANCE BOND**

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

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

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

The condition of the above obligation is such that if said Principal as Contractor in the Contract hereto annexed shall faithfully perform each and all of the conditions of said Contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Obligee, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the work of **BID #19-968-015 for the PLACERVILLE JAIL ROOF REPLACEMENT PROJECT** in strict conformity with the terms and conditions set forth in the Contract hereto annexed, then this obligation shall be null and void; otherwise this bond shall remain in full force and effect and the said Surety will complete the Contract work under its own supervision, by Contract or otherwise, and pay all costs thereof for the balance due under terms of the Contract, and the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work.

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
PRINCIPAL  
\_\_\_\_\_  
SURETY  
\_\_\_\_\_  
ATTORNEY-IN-FACT

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

**NOTARY ACKNOWLEDGMENTS ATTACHED**

**PRINCIPAL**

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

**ACKNOWLEDGMENT**

State of California

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

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

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

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

# SURETY

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

## ACKNOWLEDGMENT

State of California

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

# 2015 Withholding Exemption Certificate

# 590

The payee completes this form and submits it to the withholding agent.

**Withholding Agent** (Type or print)

Name \_\_\_\_\_

**Payee**

Name \_\_\_\_\_

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

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

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

State \_\_\_\_\_

ZIP Code \_\_\_\_\_

**Exemption Reason**

Check only one reason box below that applies to the payee.

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

**Individuals — Certification of Residency:**

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

**Corporations:**

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

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

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

**Tax-Exempt Entities:**

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

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

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

**California Trusts:**

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

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

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

**Nonmilitary Spouse of a Military Servicemember:**

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

**CERTIFICATE OF PAYEE:** Payee must complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Payee's name and title (type or print) \_\_\_\_\_ Telephone (\_\_\_\_) \_\_\_\_\_

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

# 2015 Instructions for Form 590

## Withholding Exemption Certificate

References in these instructions are to the California Revenue and Taxation Code (R&TC).

### General Information

**Registered Domestic Partners (RDP)** – For purposes of California income tax, references to a spouse, husband, or wife also refer to a Registered Domestic Partner (RDP) unless otherwise specified. For more information on RDPs, get FTB Pub. 737, Tax Information for Registered Domestic Partners.

### A Purpose

Use Form 590, Withholding Exemption Certificate, to certify an exemption from nonresident withholding.

Form 590 does not apply to payments of backup withholding. For information on California backup withholding, go to [ftb.ca.gov](http://ftb.ca.gov) and search for **backup withholding**.

Form 590 does not apply to payments for wages to employees. Wage withholding is administered by the California Employment Development Department (EDD). For more information, go to [edd.ca.gov](http://edd.ca.gov) or call 888.745.3886.

**Do not** use Form 590 to certify an exemption from withholding if you are a **Seller of California real estate**. Sellers of California real estate use Form 593-C, Real Estate Withholding Certificate, to claim an exemption from real estate withholding.

**The following are excluded from withholding and completing this form:**

- The United States and any of its agencies or instrumentalities.
- A state, a possession of the United States, the District of Columbia, or any of its political subdivisions or instrumentalities.
- A foreign government or any of its political subdivisions, agencies, or instrumentalities.

### B Income Subject to Withholding

California Revenue and Taxation Code (R&TC) Section 18662 requires withholding of income or franchise tax on payments of California source income made to nonresidents of California.

Withholding is required on the following, but is not limited to:

- Payments to nonresidents for services rendered in California.
- Distributions of California source income made to domestic nonresident partners, members, and S corporation shareholders and allocations of California source income made to foreign partners and members.
- Payments to nonresidents for rents if the payments are made in the course of the withholding agent's business.

- Payments to nonresidents for royalties from activities sourced to California.
- Distributions of California source income to nonresident beneficiaries from an estate or trust.
- Endorsement payments received for services performed in California.
- Prizes and winnings received by nonresidents for contests in California.

However, withholding is optional if the total payments of California source income are \$1,500 or less during the calendar year.

For more information on withholding get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines. To get a withholding publication, see Additional Information.

### C Who Certifies this Form

Form 590 is certified by the payee. California residents or entities exempt from the withholding requirement should complete Form 590 and submit it to the withholding agent before payment is made. The withholding agent is then relieved of the withholding requirements if the agent relies in good faith on a completed and signed Form 590 unless notified by the Franchise Tax Board (FTB) that the form should not be relied upon.

An incomplete certificate is invalid and the withholding agent should not accept it. If the withholding agent receives an incomplete certificate, the withholding agent is required to withhold tax on payments made to the payee until a valid certificate is received. In lieu of a completed certificate on the preprinted form, the withholding agent may accept as a substitute certificate a letter from the payee explaining why the payee is not subject to withholding. The letter must contain all the information required on the certificate in similar language, including the under penalty of perjury statement and the payee's taxpayer identification number. The withholding agent must retain a copy of the certificate or substitute for at least four years after the last payment to which the certificate applies, and provide it upon request to the FTB.

For example, if an entertainer (or the entertainer's business entity) is paid for a performance, the entertainer's information must be provided. **Do not** submit the entertainer's agent or promoter information.

The grantor of a grantor trust shall be treated as the payee for withholding purposes. Therefore, if the payee is a grantor trust and one or more of the grantors is a nonresident, withholding is required. If all of the grantors on the trust are residents, no withholding is required. Resident grantors can check the box on Form 590 labeled "Individuals — Certification of Residency."

### D Definitions

For California non-wage withholding purposes, **nonresident** includes all of the following:

- Individuals who are not residents of California.
- Corporations not qualified through the California Secretary of State (CA SOS) to do business in California or having no permanent place of business in California.
- Partnerships or limited liability companies (LLCs) with no permanent place of business in California.
- Any trust without a resident grantor, beneficiary, or trustee, or estates where the decedent was not a California resident.

Foreign refers to non-U.S.

For more information about determining resident status, get FTB Pub. 1031, Guidelines for Determining Resident Status. Military servicemembers have special rules for residency. For more information, get FTB Pub. 1032, Tax Information for Military Personnel.

#### Permanent Place of Business:

A corporation has a permanent place of business in California if it is organized and existing under the laws of California or if it is a foreign corporation qualified to transact intrastate business by the CA SOS. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

### E Military Spouse Residency Relief Act (MSRRA)

Generally, for tax purposes you are considered to maintain your existing residence or domicile. If a military servicemember and nonmilitary spouse have the same state of domicile, the MSRRA provides:

- A spouse shall not be deemed to have lost a residence or domicile in any state solely by reason of being absent to be with the servicemember serving in compliance with military orders.
- A spouse shall not be deemed to have acquired a residence or domicile in any other state solely by reason of being there to be with the servicemember serving in compliance with military orders.

**Domicile** is defined as the one place:

- Where you maintain a true, fixed, and permanent home.
- To which you intend to return whenever you are absent.

A military servicemember's nonmilitary spouse is considered a nonresident for tax purposes if the servicemember and spouse have the same domicile outside of California and the spouse is in California solely to be with the servicemember who is serving in compliance with Permanent Change of Station orders.

California may require nonmilitary spouses of military servicemembers to provide proof that they meet the criteria for California personal income tax exemption as set forth in the MSRRA.

Income of a military servicemember's nonmilitary spouse for services performed in California is not California source income subject to state tax if the spouse is in California to be with the servicemember serving in compliance with military orders, and the servicemember and spouse have the same domicile in a state other than California.

For additional information or assistance in determining whether the applicant meets the MSRRA requirements, get FTB Pub. 1032.

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## Specific Instructions

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### Payee Instructions

Enter the withholding agent's name.

Enter the payee's information, including the taxpayer identification number (TIN) and check the appropriate TIN box.

You must provide an acceptable TIN as requested on this form. The following are acceptable TINs: social security number (SSN); individual taxpayer identification number (ITIN); federal employer identification number (FEIN); California corporation number (CA Corp no.); or CA SOS file number.

**Private Mail Box (PMB)** – Include the PMB in the address field. Write "PMB" first, then the box number. Example: 111 Main Street PMB 123.

**Foreign Address** – Enter the information in the following order: City, Country, Province/Region, and Postal Code. Follow the country's practice for entering the postal code. **Do not** abbreviate the country's name.

Check the box that reflects the reason why the payee is exempt from the California income tax withholding requirement.

### Withholding Agent Instructions

Keep Form 590 for your records. **Do not** send this form to the FTB unless it has been specifically requested.

For more information, contact Withholding Services and Compliance, see Additional Information.

The payee must notify the withholding agent if any of the following situations occur:

- The individual payee becomes a nonresident.
- The corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California.
- The partnership ceases to have a permanent place of business in California.
- The LLC ceases to have a permanent place of business in California.
- The tax-exempt entity loses its tax-exempt status.

If any of these situations occur, then withholding may be required. For more information, get Form 592, Resident and Nonresident Withholding Statement, Form 592-B, Resident and Nonresident Withholding Tax Statement, and Form 592-V, Payment Voucher for Resident and Nonresident Withholding.

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## Additional Information

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For additional information or to speak to a representative regarding this form, call the Withholding Services and Compliance telephone service at:

Telephone: **888.792.4900**  
916.845.4900

Fax: 916.845.9512

OR write to:

WITHHOLDING SERVICES AND  
COMPLIANCE MS F182  
FRANCHISE TAX BOARD  
PO BOX 942867  
SACRAMENTO CA 94267-0651

You can download, view, and print California tax forms and publications at [ftb.ca.gov](http://ftb.ca.gov).

OR to get forms by mail write to:

TAX FORMS REQUEST UNIT  
FRANCHISE TAX BOARD  
PO BOX 307  
RANCHO CORDOVA CA 95741-0307

For all other questions unrelated to withholding or to access the TTY/TDD numbers, see the information below.

### Internet and Telephone Assistance

Website: [ftb.ca.gov](http://ftb.ca.gov)  
Telephone: 800.852.5711 from within the United States  
916.845.6500 from outside the United States

TTY/TDD: 800.822.6268 for persons with hearing or speech impairments

### Asistencia Por Internet y Teléfono

Sitio web: [ftb.ca.gov](http://ftb.ca.gov)  
Teléfono: 800.852.5711 dentro de los Estados Unidos  
916.845.6500 fuera de los Estados Unidos

TTY/TDD: 800.822.6268 para personas con discapacidades auditivas o del habla



# County of El Dorado

OFFICE OF AUDITOR-CONTROLLER

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

**JOE HARN, CPA**  
Auditor-Controller

**BOB TOSCANO**  
Assistant Auditor-Controller

## PAYEE DATA RECORD

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

<b>PAYEE DATA RECORD</b>	<b>INSTRUCTIONS:</b> Complete all information on this form. Sign, date, and return to the address shown at the bottom of this page. Prompt return of the <b>fully completed</b> form will prevent delays in processing payments. Information provided in this form will be used by the County of El Dorado to prepare Information Returns (Forms 1099), for withholding on payments to nonresident payees, and for reporting to the Employment Development Department (EDD).		
<b>NAME AND ADDRESS</b>	Name (as shown on your income tax return)		
	Business name/Doing business as/Disregarded entity name, if different from above		
	Physical address (number, street, and apt. or suite)		Remittance address (if different than physical)
	City, state, zip code		City, state, zip code
	Phone number	Fax number (optional)	Email (optional)
<b>FEDERAL TAX CLASSIFICATION &amp; EXEMPTIONS</b>	<b>Check appropriate federal tax classification</b> <input type="radio"/> Individual / sole proprietor <input type="radio"/> Partnership <input type="radio"/> Trust / estate <input type="radio"/> Other (see instructions) ▶ _____ <input type="radio"/> C Corporation <input type="radio"/> S Corporation            If you are a corporation, do you provide legal or medical services? <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Limited liability company. Enter the tax classification (C=C Corporation, S=S Corporation, P=Partnership) _____		
	<b>NOTE: IF YOU ARE A SINGLE MEMBER LLC (DISREGARDED ENTITY), ENTER THE TAX CLASSIFICATION OF THE OWNER IDENTIFIED ON THE NAME LINE.</b>		
	Exempt payee code (if any) – see instructions _____            Exemption from FATCA reporting code (if any) – see instructions _____		
<b>TAX IDENTIFICATION NUMBER</b>	<b>Tax identification number (TIN)</b>  <b>Enter your TIN in the appropriate box. If you are an individual or sole proprietor, you must enter your SSN. You may choose to provide your EIN in addition to, but not instead of, the SSN. Single member LLCs (disregarded entities) must enter the TIN of the owner identified on the Name line.</b>		
			Social Security Number         -                     Employer Identification Number         -
<b>RESIDENCY STATUS</b>	<b>Check appropriate box for residency status</b> <input type="radio"/> California resident / exempt from nonresident withholding – qualified to do business in California or maintains a permanent place of business in California (attach CA Form 590) <input type="radio"/> California nonresident (see instructions)		
	<b>NOTE:</b> Payments to California <b>nonresidents</b> for services performed in California and for certain rents derived from properties located in California that exceed \$1,500 in a calendar year will be subject to 7% nonresident withholding unless you have obtained a waiver or have been approved for reduced withholding by the Franchise Tax Board. There is no withholding on payments for product and for services performed outside of California.		
	<input type="checkbox"/> Obtained Franchise Tax Board waiver of State withholding (attach a copy if applicable) <input type="checkbox"/> Obtained Franchise Tax Board approval for reduced withholding (attach a copy if applicable)		
		California sales tax permit number (required only for California nonresident vendors that charge California sales tax)	
<b>CERTIFICATION</b>	<b>Under penalties of perjury, I certify that:</b> <b>1) the TIN shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and</b> <b>2) I am not subject to backup withholding and 3) I am a U.S. citizen or other U.S. person and 4) the FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</b>		
	<b>Authorized Payee Representative's Name</b> (Type or Print)		<b>Title</b>
	<b>Signature</b>	<b>Date</b>	<b>Telephone</b>
	_____		
<b>RETURN FORM TO</b>	<b>Should my residency status or any other information provided above change, I will promptly notify County of El Dorado at the address listed above.</b>		
	<b>Please return completed form to:</b>		
	<b>Department/office:</b>		
	<b>Mailing address:</b>		
<b>Phone:</b>	<b>Fax:</b>	<b>Email:</b>	19-0174 B 47 of 96

COUNTY OF EL DORADO, PAYEE DATA RECORD (REVERSE)

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



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

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

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

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

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS/ADDITIONAL INSURED: The County of El Dorado its officers, officials, employees and volunteers are made additional insured, but only insofar as the operations under this contract are concerned. OTHER ADDITIONAL ISSURED:
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CERTIFICATE HOLDER	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR TERMINATED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL GIVE THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, IN ADVANCE OF THE EFFECTIVE DATE OF SUCH CANCELLATION OR TERMINATION.
	AUTHORIZED REPRESENTATIVE SIGNATURE, TITLE, TYPED NAME, SSN AND PHONE NUMBER:

**COUNTY OF EL DORADO**  
**PLACERVILLE JAIL ROOF REPLACEMENT PROJECT**  
**BID #19-968-015**  
**CONDITIONS OF THE CONTRACT**

**ARTICLE 1**  
**GENERAL PROVISIONS**

**1.1 BASIC DEFINITIONS**

- 1.1.1 **County:** The County of El Dorado, a political subdivision of the State of California.
- 1.1.2 **Owner:** The County of El Dorado is the Owner and is identified as the Owner in the Contract and these Contract Conditions. The term Owner, and pronouns in place of the same shall mean the County of El Dorado acting by and through its duly authorized representative.
- 1.1.3 **Owner's Representative:** The Chief Administrative Office, Facilities Manager, or designated representative.
- 1.1.4 **Architect:** The person holding a valid California State Architect's license, whose firm has been designated within the Contract Documents as the Architect to provide services on the Project. When the Architect is referred to within the Contract Documents and no Architect has in fact been designated, then the matter shall be referred to the County and shall be interpreted as Owner's Representative.
- 1.1.5 **Project Manager:** Project Manager or such other designated representative of the Owner. The Project Manager has such duties and authority as may be set forth in the Contract Documents.
- 1.1.6 **Contractor:** The person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The term Contractor refers to the Contractor or the Contractor's authorized representative.
- 1.1.7 **Inspector:** The individual designated by the Owner as the Inspector as set forth in Paragraph 2.1.2.
- 1.1.8 **Subcontractor:** Those contractors, of whatever tier, furnishing labor or material, or both, for the Work under the Contract with the Contractor.
- 1.1.9 **Substantial Completion:** The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.
- 1.1.10 **Final Acceptance:** Conditions upon which the County will accept Work as satisfactorily completed in accordance with the Contract Documents. Requirements include, but are not limited to:
1. All Systems having been tested and accepted as having met requirements of the Contract Documents.

2. One (1) PDF format and one (1) hard copy of all as-builts, manufacturer's product data and maintenance manuals having been submitted by the Contractor and reviewed and accepted by the Owner.
3. All punch list work, as directed by the Owner, having been completed by the Contractor.
4. Acceptance of the Work by the Owner.

1.1.11 Final Payment: The Final Payment shall be the only Payment made to Contractor and shall not be considered to be the payment of any or all of the retention.

1.1.12 Architect's Supplemental Instructions/Instruction Bulletins: A written order of the Architect and reviewed by the Owner's Representative directing the Contractor to provide supplemental instructions, interpretations, or conduct minor changes in work involving neither extra cost nor extra time and being consistent with the scope and functioning of the project, if applicable.

1.1.13 Construction Change Directive: A written order issued by the Owner directing a change in the Work and stating a proposed basis for adjustment, if any, of Contract Time or Sum. The Owner may by Change Directive, without invalidating the Contract and without Contractor's agreement, order changes in the Work. This procedure will be used in the absence of agreement between Owner and Contractor, for subsequent inclusion in a Change Order.

1.1.14 Change Order: A Change Directive signed by the Owner and Contractor stating their agreement upon all of the following: 1) a change in the Work, 2) the amount of the adjustment in the Contract Price, if any, and 3) the extent of the adjustment in the Contract Time, if any.

1.1.15 Contract Documents: The Contract Documents shall include the documents described in Article 2 of the Contract, including Architect's Supplemental Instructions, Construction Change Directives, and Change Orders.

1.1.16 Work: The construction and services required by the Contract Documents, including all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

1.1.17 Project: The total construction of the Work performed under the Contract Documents.

1.1.18 Plans: The graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams, specifically Exhibit B1-Roof Plan & Site Diagram; Exhibit B2-Roof Specifications; Exhibit B3-Expansion Joint Detail; and Exhibit C-Existing Roof Details.

1.1.19 Technical Specifications: That portion of the Contract Documents Division 1 through 26 consisting of the technical written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

1.1.20 Claim: A demand or assertion by the Contractor seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. Claims must be made by written notice and shall include a demand for the Owner's decision. The responsibility to substantiate claims and to resolve the claims of subcontractors of whatever tier shall rest with the Contractor.

1.1.21 Work Not Included: Except for such auxiliary work as shown or specified, or is necessary as part of the construction, the following is NOT included in this contract: Any work shown but marked "Not in Contract" (NIC) or otherwise designated to be done under another contract or by Owner.

1.1.22 Furnish (material): To supply and deliver to the project ready for installation and in operating condition.

- 1.1.23 **Install (service or labor):** To place in final position, complete, anchored, connected, and in operable condition with respect to required codes and/or governing agency requirements.
- 1.1.24 **Provide:** To furnish and install complete. When “Furnish”, “Install”, or “Provide” is stated, “Provide” is implied.
- 1.1.25 **Construct:** To “Furnish” materials to “Install” in final position, complete, anchored, and connected with respect to required codes, requirements, Contract Documents, and details.
- 1.1.26 **Day(s):** All references to “day” or “days” in these Contract Documents shall be defined as calendar-day or calendar-days.
- 1.1.27 **Normal Working Hours:** Includes the hours from 7:30 a.m. to 4:30 p.m. Monday through Friday, except for County holidays.

## **1.2 CONTRACT DOCUMENTS**

- 1.2.1 **One Document:** The Contract Documents are one document and any work shown or mentioned shall be performed or furnished. The Contractor admits and agrees that the Contract Documents exhibit the intent and purpose of the Owner in regard to the Work, and that they are not complete in every detail and are to be considered as showing the purpose and intent only; and Contractor further agrees to furnish all labor or material for any detail that is necessary to carry out the intent and purpose of the Specifications without extra charge.
- 1.2.2 **Misuse of Words or Punctuation:** The misplacement, addition, or omission of any word, letter, or punctuation mark will not in any way change the intent or meaning of the Contract Documents. Any part of the Work, or any article pertaining thereto which is not specifically set forth in these Contract Documents, but which is necessary for the proper completion of the Work, is to be supplied and set in place at the Contractor's expense, the same as if it had been mentioned in these Contract Documents. The Contractor shall furnish all things necessary to make a good and workmanlike job in accordance with the intent and purpose of the Contract Documents.

## **1.3 ASSIGNMENT OF CONTRACT**

- 1.3.1 **Mutual Consent:** Neither party to the Contract shall assign the Contract without the written consent of the other party, nor shall the Contractor assign any moneys due or to become due to him hereunder without the written consent of the Owner.
- 1.3.2 **Assignment Under Anti-Trust Claims:** In accordance with Section 4552 of the California Government Code, and Section 7103 of the Public Contract Code, Contractor and subcontractors shall conform to the following requirements:
1. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractors offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C Section 15) or under the Cartwright Act, [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 Owner tenders Final Payment to the Contractor, without further acknowledgment by the parties.

2. 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.

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

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

#### **1.5 EXCESSIVE COSTS**

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

### **ARTICLE 2**

#### **OWNER**

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

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

#### **2.2 RIGHTS OF OWNER**

- 2.2.1 Right to Clean Up: Subject to the strict prohibition against maintaining a nuisance, if a dispute arises between the Contractor, Subcontractors, or separate contractors as to the responsibility under their respective Contracts for maintaining the premises and surrounding area free from waste materials and

rubbish the Owner may, but need not, clean up and allocate the cost among those responsible as the Inspector determines to be just.

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

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

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

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

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

2.2.6 **Right to Audit:** Contractor shall maintain and make available to the County, State Auditor, or to any of their duly authorized representatives all books, papers, job cost records, detailed cost estimates, claims, and accounts, including payment, property, payroll, personnel, subcontractor records, and financial records related to or which arise out of the Work or under terms of this Contract. Contractor shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and in accordance with these Contract Conditions and federal and state requirements. These books, papers, records, claims, and accounts shall be made available for examination during normal business hours and shall be readily available and accessible at Contractor's principal place of business in California, for audit during normal business hours at such place of business. Contractor shall provide office space, photocopies and other assistance to enable audit or inspection representatives to conduct such audits or inspections.

This right to audit books and records directly related to this Contract shall also extend to any first-tier subcontractors employed under this Contract. Contractor shall incorporate this provision in any subcontract entered into as a result of this Contract and shall require its subcontractors to agree to cooperate with the above-listed agencies by making all appropriate and relevant Project records available to those agencies for audit and copying.

All of Contractor's books, papers, job cost records, detailed cost estimates, claims, and accounts, including payment, property, payroll, personnel, subcontractor records, and financial records related to or which arise out of the work or under terms of this Contract shall be retained for access, inspection and/or audit by the County, the State Auditor, or their duly authorized representatives for at least three (3) years after County's final payment to Contractor and/or the final resolution of any claims under this Contract. Contractor shall incorporate this provision in any subcontract entered into as a result of this Contract.

## **2.3 RESPONSIBILITIES OF OWNER**

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

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

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

## **ARTICLE 3**

### **CONTRACTOR'S RESPONSIBILITIES**

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

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

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

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

### 3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

- 3.2.1 Supervision of Work: The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.
- 3.2.2 Acts of Employees and Agents: The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.
- 3.2.3 Acts Do Not Waive Contractor's Obligation: The Contractor shall not be relieved of obligations to perform the Work in strict accordance with the Contract Documents either by activities or duties of the Owner's Representative or the Inspector in the administration of the Contract, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

### 3.3 PROSECUTION OF WORK

- 3.3.1 Time of the Essence: It is expressly understood and agreed that the time of beginning, rate of progress, and time of completion of the Work are of the essence. The time for completion of this contract shall be **thirty (30) calendar days** commencing from the date shown on the Contractor Notice to Proceed.
- 3.3.2 Owner and Contractor recognize that time is of the essence of the Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified, plus any extensions thereof. They also recognize the delays, expense, and difficulties involved with proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that Contractor shall pay Owner the sum of **Five Hundred Dollars (\$500) per day**, as liquidated damages and not as a penalty, for each and every calendar day's delay in finishing the Work in excess of the contract time prescribed herein.
- 3.3.3 Work During Operational Hours: The Facility will be operational during the Work. The Contractor shall not interfere or hinder government center operations. The Contractor shall keep all equipment and materials within designated work areas and out of hallways and doorways. Emergency exit routes shall be maintained at all times.
- 3.3.4 Construction Schedule: The Contractor shall coordinate the final critical path method (CPM) construction schedule with the Owner. The CPM schedule is required to be submitted within five (5) calendar days of issuance of Notice to Proceed. The CPM schedule will be for Owner's information only. Silence or inaction with regard to Contractor's schedule shall not be construed as acquiescence or acceptance of the schedule as being binding on Owner. Contractor's schedule shall provide for the completion date not to exceed nor shall it provide for the completion date earlier than the time limits for completion set forth in the Contract Documents. Float, whether for the entire Project or for specific tasks therein, shall be deemed to be for the benefit of the Owner. The Contractor shall keep the construction schedule current, and shall submit weekly updates to the Owner's Representative and Inspector, if any. The Contractor shall further prepare and keep current a schedule of submittals which is coordinated with the construction schedule, and which allows the Owner reasonable time to review the submittals.

### 3.4 SUBMITTALS

- 3.4.1 Use of Listed Manufacturers; Review of "Or Equals": Contractor shall utilize only the manufacturer designated in its Proposal for major equipment items listed therein. In accordance with the provisions of Section 3400 of the California Public Contract Code, but subject to Subsection (b) thereof, if requesting approval of an "or equal" product, Contractor shall within two (2) business days following the bid opening



submit data substantiating its request. Failure to submit such substantiating data within two (2) business days following the bid opening shall constitute submission of a non-responsive bid.

### **3.5 STATE AND FEDERAL LABOR REQUIREMENTS**

#### **3.5.1 Hours of Work:**

1. Eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and it is expressly stipulated that no workman employed at any time by the Contractor, or by any subcontractor under this Contract, upon the Work, shall be required or permitted to work thereon more than eight (8) hours in any one (1) calendar day and/or more than forty (40) hours in any one (1) calendar week except as provided in Section 1815 of the Labor Code of California, and it is further expressly stipulated that for each and every violation of said last named stipulation, said Contractor shall forfeit, as penalty to the said Owner, \$25.00 for each workman employed in the execution of this Contract, or by any subcontractor under this Contract, for each calendar day during which said workman is required or permitted to labor more than eight (8) hours in any one (1) calendar day or more than forty (40) hours in any one (1) calendar week in violation of the provisions of said Labor Code.
2. In accordance with the provisions of Section 1776 of the Labor Code of the State of California, the Contractor, and each subcontractor, shall also keep an accurate record showing the names and actual hours worked for all workers employed by him in connection with the Work contemplated by the Agreement, which record shall be open at all reasonable hours to the inspection of the Owner or its officers or agents, and to the Chief of the Division of Labor Statistics and Law Enforcement or the Department of Industrial Relations, his deputies or agents.

#### **3.5.2 Apprentice Employment:**

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

#### **3.5.3 Wage Rates:**

1. Pursuant to Labor Code Section 1770 et seq., each laborer or mechanic of Contractor or any subcontractor engaged in work on the Project under this Contract shall be paid not less than the hourly wage rate of per diem wages set forth in the prevailing wage rate schedule published by the Director of Industrial Relations regardless of any contractual relationship which may be alleged to exist between Contractor or any subcontractor and such laborers and mechanics.

2. Any laborer or mechanic employed to perform work on the Project under this Contract, which work is not covered by any of the foregoing classifications, shall be paid not less than the prevailing rate of per diem wages specified herein for the classification which most nearly corresponds to the work to be performed by him.
3. The foregoing specified prevailing wage rates are minimum rates only, and the Contractor may pay any wage rate in excess of the applicable rate contained in this Contract.
4. Pursuant to Labor Code Section 1775, the Contractor as a penalty to the Owner shall forfeit \$50.00 for each calendar day, or portion thereof for each worker paid less than prevailing rate established by the Department of Industrial Relations for such work or craft in which such worker is employed. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.
5. An error on the part of an awarding body does not relieve the Contractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770 - 1775.
6. All Contractors and subcontractors are subject to the provisions of Sections 1810-1814 of the California Labor Code which provide that the maximum hours a worker is to be employed is limited to eight (8) hours a day and forty (40) hours a week and the Contractor or subcontractor shall forfeit, as a penalty, \$25.00 for each worker employed in the execution of the Contract for each calendar day during which a worker is required or permitted to labor more than eight (8) hours in any calendar day or more than forty (40) hours in any calendar week and is not paid overtime.
7. Section 1815 of the California Labor Code requires that notwithstanding the provisions of Sections 1810-1814, employees of Contractors who work in excess of eight (8) hours per day and forty (40) hours per week shall be compensated for all hours worked in excess of eight (8) hours per day at not less than 1-1/2 times the basic rate of pay.
8. In the case of federally funded projects, where federal and state prevailing wage requirements apply, compliance with both is required. This project is funded in whole or part by federal funds. Contractor's attention is directed to the requirements of, and compliance with the Copeland Act (18 U.S.C. 874 and 29 CFR Part 3), the Davis-Bacon Act (40 U.S.C. 276a to 276a-7 and 29 CFR Part 5), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR Part 5).
9. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by Contractor and subcontractors, Contractor and subcontractors shall pay not less than the federal minimum wage rate which most closely approximates the duties of the employees in question.
10. Interested parties can obtain the current wage information by submitting requests to the Department of Industrial Relations, Division of Labor Statistics and Research, PO Box 420603, San Francisco CA 94142-0603, Telephone (415) 703-4708 or by referring to the website at <http://www.dir.ca.gov/dlsr/PWD>. The rates at the time of the bid advertisement date of a project will remain in effect for the life of the project in accordance with the California Code of Regulations, as modified and effective January 27, 1997.

11. Copies of the applicable state prevailing wage rates are on file with the County of El Dorado, Chief Administrative Office, Facilities Division, 3000 Fairlane Court, Placerville, CA 95667, and they are available to any interested party on request.

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

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

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

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

### **3.6 TAXES**

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

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

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

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

**3.7.3** Patent Rights, Copyrights, Trade Names, and Royalties: The Contractor shall indemnify and save harmless the Owner and all persons acting under him for all liability on account of any patent rights, copyrights, or trade names which may affect the articles or materials or their application under the Contract Documents. The Contractor shall pay all royalties, or other charges that may arise, due to methods, types of

construction, processes, materials or use of equipment, and shall hold the Owner harmless from any charges whatsoever which may arise, and shall furnish written assurance, satisfactory to the Owner, that such charges have been paid.

### **3.8 GUARANTEE**

3.8.1 Final Guarantee: The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year. Contractor warrants and guarantees for a period of one year from the date of the Notice of Acceptance that the Work is free from all defects due to faulty materials or workmanship and Contractor shall promptly make such corrections as may be necessary, including repairs of any damage to other parts of the Work resulting from such defects. Owner will give notice of observed defects with reasonable promptness. In the event that Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects within ten (10) calendar days after being notified in writing by Owner, Owner may do so and charge Contractor the cost thereby incurred.

3.8.2 Extended Guarantees: If a guaranty exceeding one year is provided by the supplier or manufacturer of any equipment used in this Project, then the guarantee for such materials shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials, and Contractor shall supply Owner with all warranty and guaranty documents relative to equipment and materials incorporated in the job and guaranteed by their suppliers or manufacturers.

### **3.9 WARRANTY**

3.9.1 Contract Warranty: The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new, unless otherwise required or permitted by the Contract, 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 of the Contract. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

### **3.10 INDEMNIFICATION**

3.10.1 Owner Not Liable for Damages: The Owner or its authorized representative shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to said Work, or part thereof, or in or about the same during its construction and before acceptance and the said Contractor shall assume all liabilities of every kind or nature arising from said Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the Owner and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever, other than for the active negligence of the Owner, its officers, agents and employees.

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

3.10.3 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 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 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.

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

1. Including all foreseeable and all unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal of hazardous materials in any location by Contractor, and
2. Including, without limitation, the cost of any required or necessary repair, cleanup, or detoxification and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following filing of the Notice of Acceptance to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of hazardous materials by any person on the Project prior to filing of the Notice of Acceptance. Contractor's obligations pursuant to the foregoing indemnity shall survive the filing of the Notice of Acceptance of the Project.
3. This agreement as to indemnity and reimbursement as above set forth to be undertaken by the Contractor shall survive the performance of the remainder of said Contract and shall remain in full force and effect notwithstanding such performance.
4. The foregoing duties of indemnity shall not apply to loss, damage, expense, or liability caused solely by the active negligence of the Owner or the Owner's agents, servants or independent contractors.

### **3.11 WORK REQUIREMENTS**

**3.11.1 Conduct of Work:** The Contractor shall confine the storage of his equipment and materials to limits as designated. He shall at all times exercise due caution and provide all necessary barricades and other safety equipment around the Work to protect the general public from injury to person and property during the entire time of performance of the Work. The Contractor shall not create excessive dust or noise.

**3.11.2 Maintenance of Site:** Strict prohibition against committing nuisances in or about the Work shall be maintained, and the Contractor shall not in any way obstruct or interfere with movements of traffic on any public right of way without first obtaining the necessary approval of the proper public agency.

**3.11.3 Clean Up of Site:** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

#### 3.11.4 Cutting and Patching:

1. The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.
2. The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### **3.12 SUBCONTRACTORS**

3.12.1 Contractor Responsible for Subcontractor's Acts: Contractor shall be fully responsible to Owner 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.

3.12.2 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 Owner 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.

3.12.3 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.

### **3.13 SUPERINTENDENT**

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

### **3.14 LABOR AND MATERIALS**

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

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

materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

## ARTICLE 4

### ADMINISTRATION OF CONTRACT

#### 4.1 ADMINISTRATION OF CONTRACT

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

#### 4.2 INSPECTION AND TESTING

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

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

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

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

### **4.3 CLAIMS**

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

4.3.2 Notice of Discovery of Hazardous Waste or Unusual Conditions:

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

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



4.3.4 Claims for Additional Costs:

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

4.3.5 Claims for Additional Time:

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

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

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

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

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

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

#### 4.4 DISPUTES RESOLUTION

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

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

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

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

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

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

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

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

3. If the Contractor disputes the Owner's written response, or the Owner fails to respond within the time prescribed, the Contractor may so notify the Owner, in writing, either within fifteen (15) days of receipt of the Owner's written response or within fifteen (15) days of Owner's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the Owner shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
4. If following the meet and confer conference the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code, and in accordance with Section 20104.2 of the Public Contract Code.

4.4.3 Owner's Review of Claim: The Owner's Representative shall review the facts pertinent to the claim, secure assistance from legal and other advisors, coordinate with the contract administrators, and promptly provide a written response. The response shall be furnished to the Contractor by certified mail, return receipt

requested, or any other method that provides evidence of receipt. The Owner's Representatives' response shall be final and conclusive except as is otherwise provided herein.

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

1. Any claims by the Owner.
2. Any claim for or respecting personal injury or death or reimbursement or other compensation arising out of or resulting from liability for personal injury or death.
3. Any claim or dispute relating to stop payment requests or stop notices.
4. Any claim related to the approval, refusal to approve, or substitution of subcontractors, regardless of tier, and suppliers.

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

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

1. Owner shall pay Contractor such portion of a claim which is undisputed except as otherwise provided in the contract.
2. In any suit filed pursuant to Public Contract Code Section 20104.4, the provisions of Section 20104.6 shall apply.
3. The rate of interest payable on unpaid and undisputed claims shall be 6 percent per annum. Interest shall begin to accrue sixty-one (61) days after the Contractor submits to the Owner information in sufficient detail to enable the Owner to accept the claim statement.
4. The rate of interest payable on any judgment or award in arbitration shall not exceed 6% per annum in accordance with Civil Code Section 3287 et seq.

## ARTICLE 5

### CHANGES IN WORK

#### 5.1 WAIVER

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

#### 5.2 CHANGES

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

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

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

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

### **5.3 CONTRACT CHANGE INSTRUMENTS**

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

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

5.3.3 **Construction Change Directive (CCD):** In the event that the Owner and Contractor do not agree on the proposed change in work, and/or the proposed adjustment of Contract Price and Time, or in the event it is essential that the Contractor proceed expeditiously and without delay, then Owner may, by issuance of a Construction Change Directive, order changes in work, and the Contractor shall promptly proceed with the change in work involved.

1. **Acceptance of Change Directive:** If Contractor agrees with the Change Directive, the Contractor shall by his signature thereon, indicate his acceptance of the terms of the Directive, including adjustments to price and time, and the Change Directive shall then be followed by a Change Order.
2. **Non-Acceptance of Change Directive:** If the Contractor disagrees with the method of computing an increase in Contract Price, then the amount of adjustment shall be computed by the Cost Reimbursement method detailed in Basis for Adjustment. Disagreements with amounts or credits, under the Cost Reimbursement method, or time, shall be considered a dispute, and processed under the section on Disputes Resolution.

### **5.4 BASIS OF ADJUSTMENT**

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

1. Unit Prices: Those prices stipulated in the Bid Proposal shall be utilized where they are applicable. In the event the change in original quantity is in excess of twenty five (25) percent of the original bid quantity, and the total dollar value of that bid is greater than \$5,000, the Owner shall review the unit price to determine if a new unit price shall be renegotiated. Unit prices for new items shall be negotiated and mutually agreed upon.
2. Lump Sum: A total lump sum for the Work negotiated and mutually acceptable to the Contractor and Owner. Lump sum quotations for modifications to the Work shall include substantiating documentation with an itemized breakdown of Contractor's and subcontractor's costs, including labor, materials, rentals, approved services, overhead, and profit all calculated as specified in the Cost Reimbursement method which follows.
3. Cost Reimbursement (Extra Work): In this method, the payment for Extra Work shall be made on a time and expense basis that is on an accounting of the Contractor's forces, materials, equipment, and other items of cost as required and used to do the Work. Payment will be made for the documented actual cost of the following:
  - a. Costs of direct labor, excluding supervisory personnel, including social security, old age and unemployment insurance, fringe benefits required by agreement, labor insurance and labor taxes established by law.
  - b. Costs of materials, supplies, and equipment, including cost of transportation and sales tax, whether incorporated if paid for by the Contractor or his subcontractor.
  - c. Rental costs, prevailing in the area, of machinery and equipment for the actual time used, and including transportation costs for items having value in excess of \$100.00.
  - d. Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work.

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

## **5.5 EXTENSION OF TIME FOR COMPLETION**

**5.5.1 Contractor Delayed or Hindered:** Should the Contractor be delayed or hindered in the completion of the Work by the neglect of the Owner, or by fire, by strikes, lockouts, embargoes or earthquakes, and any other causes the Inspector approves as not having been reasonably foreseeable at the time of execution of the Contract Documents, then the time allowance herein fixed for the completion of the Work shall be extended for a period equivalent to the time lost by reason of any or all of the causes aforesaid. Time extensions must be requested in accordance with Section 4.3.

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

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

## ARTICLE 6

### PAYMENTS AND COMPLETION

#### 6.1 GENERAL

- 6.1.1 **Contract Price:** The Contract Price stated in the Contract is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.
- 6.1.2 **Waiver:** Neither the acceptance of the Work by the Owner nor the payment of any part or all of the sum due the Contractor hereunder shall constitute a waiver by the Owner of any claim which the Owner may have against the Contractor or Surety under this Contract or otherwise.
- 6.1.3 **Manner of Paying Warrants:** Payment becomes due under the terms of this Contract in the manner prescribed by law. The Auditor shall cause a warrant for the Certified amount to be drawn upon the proper fund of the Treasurer of the Owner, which warrant shall be approved and issued to Contractor within that period of time customarily required to process said warrants in the ordinary course of Owner's business.

#### 6.2 APPLICATIONS FOR PAYMENT

- 6.2.1 **Submittal of Applications:** The Contractor shall submit to the Owner OR Owner's Representative, an Application for Payment form, which will be provided by the Owner. Such application shall be supported by such data substantiating the Contractor's right to payment as the Owner may require, such as copies of requisitions from subcontractors and material suppliers.
- 6.2.2 **Basis for Payment:** The Payment shall be based upon the total Contract price and upon percentage of completion of the Work at the time of the submittal of the application for payment.
- 6.2.3 Before submitting an Application for Payment (Final or Partial) the Contractor shall reach an agreement with the Project Manager concerning the percentage complete of the Work and the dollar value for which the Application for Payment may be submitted.
- 6.2.4 **Work Free of Liens:** The Contractor warrants that upon submittal of an Application for Payment, all work for which Certificates for Payment have been previously issued and payments received from the Owner shall be free and clear of liens, claims, security interests, or encumbrances against Contractor by subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment in relation to the Work.

#### 6.3 CERTIFICATION FOR PAYMENT

- 6.3.1 **Certification Determination:** The Owner's Representative will review as soon as practicable for the purpose of determining whether it is a proper payment request and shall within seven (7) days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certification for Payment, with a copy to the Contractor, for such amount as determined to be properly due, or notify the Contractor of the reasons why the payment request is not proper and for withholding certification of payment in whole or in part as provided in Section 6.4.1.
- 6.3.2 The Owner shall pay or cause to be paid to Contractor, an amount equal to ninety five percent (95%) as noted in Section 6.4.3 of the amount set forth in the approved Certificate for Payment within thirty (30) days of receipt of an Application for Payment approved by the Owner's representative as provided for in Paragraph 6.3.1 above, and shall retain the remaining five percent (5%) as noted in 6.4.3 until the time provided for in Section 6.6.4. The Owner shall withhold amounts pursuant to stop notices received in

addition to the retainage. Failure of Owner to make payments provided herein in a timely manner shall not constitute a default by the Owner of the Contract, but may entitle the Contractor to interest as provided by law.

## 6.4 WITHHOLDING FROM PAYMENTS

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

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

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

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

## 6.5 SUBSTITUTE SECURITIES FOR RETENTION

6.5.1 Substitution of Securities: Bidders are hereby put on notice that the successful bidder may substitute securities for any monies withheld by the County of El Dorado to insure performance of the Contract pursuant to Public Contract Section 22300. This section provides that the Contractor may elect to receive 100 percent of payments due under the Contract Documents from time to time, without retention from any portion of the payment by the County of El Dorado, by depositing eligible securities of equivalent value with the County of El Dorado or qualified escrow agent in accordance with the provisions of Public Contract Code Section 22300. Eligible securities shall be limited to those listed in Section 16430 of the Government Code, or bank or savings and loan certificates of deposit from a qualified institution. Any such escrow agreement shall follow the form set forth in Public Contract Code Section 22300(f) and provided by the Owner.

## 6.6 FINAL COMPLETION AND PAYMENT OF RETAINAGE

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

## ARTICLE 7

### PROTECTION OF PERSONS AND PROPERTY

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

- 7.1.1 Responsible for Damage to Owner's Property:** The Contractor shall be entirely responsible for any damage to the property of the Owner due to careless handling of tools and/or materials or other causes attributed to the Contractor's Work in performing this Contract.
- 7.1.2 Responsible for Safety:** The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- 7.1.3 Safety and Convenience:** The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. The Contractor will erect and maintain, as



required by the conditions and progress of the Work, all necessary safeguards for safety and protection. The Contractor will notify owners of adjacent utilities when prosecution of the Work may affect them.

- 7.1.4 Remedy Damages:** The Contractor will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or part, by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone of whose acts any of them would be liable, except damage or loss attributable to the sole or active negligence of the Owner or the Inspector or anyone employed by them and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

## **ARTICLE 8**

### **INSURANCE AND BONDS**

#### **8.1 INSURANCE**

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

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

1. Full Workers' Compensation and Employers' Liability Insurance covering all employees of the Contractor as required by law in the State of California.
2. Commercial General Liability Insurance of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: Premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors liability. This insurance can consist of a minimum \$1 Million primary layer of CGL and the balance as an excess/umbrella layer, but only if the County is provided with written confirmation that the excess/umbrella layer "follows the form" of the CGL policy.
3. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) is required in the event motor vehicles are used by the Contractor in performance of the contract.
4. In the event Contractor is a licensed professional and is performing professional services under this contract, Professional Liability Insurance is required with a limit of liability of not less than One Million Dollars (\$1,000,000).
5. Explosion, Collapse and Underground coverage is required when the scope of work includes XCU exposures. For the purpose of this contract, XCU coverage is not required.

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

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

3. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this contract for not less than three (3) years following completion of performance of this Contract.
4. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
5. Contractor shall require each of its subcontractors to procure and maintain commercial general liability insurance, automobile liability insurance, and workers compensation insurance of the types and in the amounts specified above, or shall insure the activities of its subcontractors in its own policy in like amounts. Contractor shall also require each of its subcontractors to name Contractor and County of El Dorado as additional insureds.

#### **INSURANCE NOTIFICATION REQUIREMENTS**

1. Contractor agrees no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to the County of El Dorado, Chief Administrative Office, Facilities Division, Russell Fackrell at 3000 Fairlane Court, Placerville, CA 95667.
2. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires at any time or times during the term of this Contract, Contractor shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event. New certificates of insurance are subject to the approval of the Risk Management Division.

#### **ADDITIONAL STANDARDS**

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

#### **COMMENCEMENT OF PERFORMANCE**

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

#### **MATERIAL BREACH**

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

#### **REPORTING PROVISIONS**

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

#### **PRIMARY COVERAGE**

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

#### **PREMIUM PAYMENTS**

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

## CONTRACTOR'S OBLIGATIONS

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

### 8.2 BONDS

- 8.2.1 **General Requirements for Bonds:** Before commencing any Work under the Contract, the Contractor shall provide all bonds to the Owner. These bonds shall be in the amounts and for the purposes specified below. They shall be Surety bonds and shall be issued by corporations duly and legally licensed and qualified to transact business in the State of California. They shall be maintained by him and at his expense during the entire life of the Contract or later as provided.
- 8.2.2 **Performance Bond:** One bond shall be in the amount of 100 percent of the Awarded Contract and shall guarantee the faithful performance of the Contract and shall insure the Owner during the life of the Contract and the Guarantee period. The Contractor may provide, subject to approval by the Owner, a separate guarantee bond upon completion of and acceptance of the work.
- 8.2.3 **Payment Bond:** One bond shall be in the amount of 100 percent of the Awarded Contract and shall guarantee the payment in full of all claims for labor and materials in accordance with the provisions of the laws of the State of California.
- 8.2.4 **Change of Surety:** If, at any time a Surety on such bonds becomes irresponsible or loses its right to do business in the State of California, the Owner may require another Surety which the Contractor shall furnish within ten (10) calendar days after receipt of written notice to do so.
- 8.2.5 **Authentication of Bonds:** Evidence of authority of an attorney-in-fact acting for the corporate Surety must be provided in the form of a certificate as to his power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the bonds. The form of the bonds shall be in accordance with those provided in the Draft Agreement.

## ARTICLE 9

### UNCOVERING AND CORRECTION OF WORK

#### 9.1 DEVIATION FROM CONTRACT DOCUMENTS

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

#### 9.2 CORRECTION OF WORK

- 9.2.1 **Covered or Completed Work:** If any work is covered contrary to the written instructions of the Owner's Representative, or the Inspector, if one is appointed, it must, if requested, be uncovered for observation and replaced at the Contractor's expense.
- 9.2.2 **Inspection of Covered Work:** If the Owner's Representative or the Inspector, if one is appointed, considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, upon request, will uncover, expose, or otherwise make available for observation, inspection, or testing as the Inspector may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and

equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction; if, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract price or an extension of the Contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and construction, and an appropriate Change Order shall be issued.

**9.2.3** Rejected Work: The Contractor shall promptly remove from the premises all Work rejected by Owner for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work either during the term of the Contract or during the warranty period, in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.

**9.2.4** Cost of Correction: All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of written notice, the Owner may remove such Work and store the materials at the expense of the Contractor. Owner also may perform such Work or repairs itself and charge the expense to the Contractor.

## ARTICLE 10

### SUSPENSION OF CONTRACT

#### 10.1 SUSPENSION OF WORK

**10.1.1** Owner May Suspend: The Owner may suspend the Work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by written notice to the Contractor and the Inspector which shall fix the date on which work shall be resumed.

**10.1.2** Resumption of Work: The Contractor shall resume that Work on the dates so fixed. The Contractor shall be allowed an increase in the Contract price or an extension of the Contract time, or both, directly attributed to any suspension.

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

**COUNTY OF EL DORADO**

**PLACERVILLE JAIL ROOF REPLACEMENT PROJECT**

**BID #19-968-015**

**TECHNICAL SPECIFICATIONS**

# TECHNICAL SPECIFICATIONS

## SECTION 070150 – PREPARATION FOR RE-ROOFING

Part 1 General

Part 2 Products

Part 3 Execution

## SECTION 075419 - POLYVINYL-CHLORIDE (PVC/TPA) ROOFING

Part 1 General

Part 2 Products

Part 3 Execution

## SECTION 112429.02 - FACILITY FALL PROTECTION, PORTABLE

Part 1 General

Part 2 Products

Part 3 Execution

## SECTION 112429.02 - FACILITY FALL PROTECTION, PORTABLE

Part 1 General

Part 2 Products

Part 3 Execution

## SECTION 070150 – PREPARATION FOR RE-ROOFING

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Roof tear-off.
2. Removal of base flashings.
3. Roof replacement preparation.
4. Removal and reinstallation of indicated components, accessories, and equipment.
5. Salvaging of roof ballast.

#### 1.2 DESCRIPTION OF WORK

##### A. Re-roofing preparation Work consists of the following:

1. Preparation for Roof Replacement:
  - a. Existing Roof Type: Ballasted single ply.
  - b. Existing Deck Type: Concrete deck.
  - c. Roof tear-off.
  - d. Removal and reinstallation of indicated components, copings, accessories, and equipment.
  - e. Salvaging of ballast.
  - f. Removal of base flashings.

#### 1.3 MATERIALS OWNERSHIP

- ##### A. Except for items or materials indicated to be reused, reinstalled, salvaged, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

#### 1.4 DEFINITIONS

- ##### A. Roofing Terminology: Refer to ASTM D 1079 and glossary in NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.

- B. Existing Membrane Roofing System: Roofing system identified above, including roofing membrane, roof insulation, surfacing, and components and accessories between deck and roofing membrane.
- C. Roof Tear-Off: Removal of existing membrane roofing system from deck.
- D. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and reinstalled.
- E. Existing to Remain: Existing items of construction that are not indicated to be removed.
- F. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- G. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- H. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- I. Salvage: Recovery of demolition or construction waste and subsequent reuse on site.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Schedule of Re-Roofing Preparation Activities: Indicate the following:
  1. Detailed sequence of re-roofing preparation work, with starting and ending dates for each activity. Ensure occupants' on-site operations are uninterrupted.
  2. Interruption of utility services. Indicate how long utility services will be interrupted.
  3. Coordination for shutoff, capping, and continuation of utility services.
  4. Use of elevator and stairs.
  5. Coordination of Owner's continuing occupancy of existing building.

#### 1.6 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning membrane roofing removal. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Reroofing Conference: Conduct conference at Project site.
  1. Meet with Owner; roofing system manufacturer's representative; roofing Installer including project manager, superintendent, and foreman; and installers whose work interfaces with or affects reroofing including installers of roof accessories and roof-mounted equipment.



2. Review methods and procedures related to roofing system tear-off and replacement including, but not limited to, the following:
  - a. Reroofing preparation, including membrane roofing system manufacturer's written instructions.
  - b. Procedures for salvaging of demolition and construction waste
  - c. Temporary protection requirements for existing roofing system that is to remain during and after installation.
  - d. Existing roof drains and roof drainage during each stage of reroofing, and roof drain plugging and plug removal requirements.
  - e. Construction schedule and availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  - f. Condition and acceptance of existing roof deck and base flashing substrate for reuse.
  - g. Structural loading limitations of deck during reroofing.
  - h. Base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that will affect reroofing.
  - i. HVAC shutdown and sealing of air intakes.
  - j. Shutdown of fire-suppression, -protection, and -alarm and -detection systems.
  - k. Governing regulations and requirements for insurance and certificates if applicable.

#### 1.7 PROJECT CONDITIONS

- A. Owner will occupy building immediately below reroofing area. Conduct reroofing so Owner's operations will not be disrupted. Provide Owner with not less than 48 hours' notice of activities that may affect Owner's operations.
  1. Coordinate work activities daily with Owner so Owner can place protective dust or water leakage covers over sensitive equipment or furnishings, shut down HVAC and fire-alarm or -detection equipment if needed, and evacuate occupants from below the work area.
  2. Before working over structurally impaired areas of deck, notify Owner to evacuate occupants from below the affected area. Verify that occupants below the work area have been evacuated before proceeding with work over the impaired deck area.
- B. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.
- C. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.

- D. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.
- E. Daily Protection: Coordinate installation of roofing so insulation and other components of roofing system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.
- F. Hazardous Materials: It is not expected that hazardous materials such as asbestos-containing materials will be encountered in the Work.
  - 1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Owner.

## PART 2 - PRODUCTS

### 2.1 TEMPORARY ROOFING MATERIALS

- A. Design and selection of materials for temporary roofing are responsibilities of Contractor.

### 2.2 TEMPORARY ROOF DRAINAGE

- A. Design and selection of materials for temporary roof drainage are responsibilities of the Contractor.

## PART 3 - EXECUTION

### 3.1 PREPARATION, GENERAL

- A. Pollution Control: Comply with environmental regulations of authorities having jurisdiction. Limit spread of dust and debris.
  - 1. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - 2. Remove debris from building roof by chute, hoist, or other device that will convey debris to grade level.
- B. Air Intake Shutdown: Coordinate with Owner to shut down air-intake equipment in the vicinity of the Work. Cover air-intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.
- C. Temporary Weather Protection: During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.
- D. Roof Drain Protection: Maintain roof drains in functioning condition to ensure roof drainage at end of each workday. Prevent debris from entering or blocking roof drains and conductors. Use roof-drain plugs specifically designed for this purpose. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.

1. If roof drains are temporarily blocked or unserviceable due to roofing system removal or partial installation of new membrane roofing system, provide alternative drainage method to remove water and eliminate ponding. Do not permit water to enter into or under existing membrane roofing system components that are to remain.
- E. Verify that rooftop utilities and service piping have been shut off before beginning the Work.
- 3.2 ROOF TEAR-OFF
- A. General: Notify Owner each day of extent of roof tear-off proposed for that day [and obtain authorization to proceed].
  - B. Remove aggregate ballast from roofing membrane. Dump ballast on site as directed by the owner.
  - C. Remove pavers and accessories from roofing membrane and dispose.
  - D. Roof Tear-Off: Remove existing roofing membrane and other membrane roofing system components down to the deck and dispose.
- 3.3 TEMPORARY ROOFING MEMBRANE
- A. Install temporary roofing membrane as needed over area to be reroofed as necessary to keep the building water-tight.
- 3.4 EXISTING BASE FLASHINGS
- A. Remove existing copings and set aside for reinstallation.
  - B. Remove existing base flashings around parapets, curbs, walls, and penetrations.
  - C. Do not damage metal counterflashings that are to remain. Replace metal counterflashings damaged during removal with counterflashings of same metal, weight or thickness, and finish.
- 3.5 DISPOSAL
- A. Dispose of demolished materials as soon as possible. Do not allow demolished materials to accumulate on-site without acceptance from the County.
    1. Storage of demolished items or materials will be temporary, and will be coordinated with the County if not immediately removed..
  - B. Transport and legally dispose of demolished materials off Owner's property.
- 3.6 CLEANING
- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by preparation for re-roofing operations. Return adjacent areas to condition existing before operations began.

**END OF SECTION 070150**

## **SECTION 075419 - POLYVINYL-CHLORIDE (PVC/TPA) ROOFING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract apply to this Section.

#### **1.2 SUMMARY**

- A. Section Includes:

1. Adhered thermoplastic PVC/TPA roofing system on concrete deck, including:
2. Roof insulation.
3. Roof cover board.
4. Walkway material.

#### **1.3 DEFINITIONS**

- A. Roofing Terminology: See ASTM D 1079 and glossary in NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.

#### **1.4 ACTION SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. SDS: For each type of product indicated.

#### **1.5 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For Installer, Manufacturer, and Roofing Inspector.
  1. Include letter from Manufacturer written for this Project indicating approval of Installer.
- B. Warranties: Unexecuted sample copies of special warranties.
- C. Inspection Reports: Sample of twice weekly reports from manufacturer. Include photos, description of work performed, tests performed, defective work observed, and corrective actions taken to correct defective work.

#### **1.6 CLOSEOUT SUBMITTALS**

- A. Maintenance Data: To include in maintenance manuals.
- B. Warranties.
- C. Contractor, Subcontractor & Materials Vendor Project Directory.

## 1.7 QUALITY ASSURANCE

- A. **Installer Qualifications:** An employer of workers trained and certified by manufacturer, including a full-time on-site supervisor with a minimum of five years' experience installing products comparable to those specified, able to communicate verbally with Owner, manufacturer, and employees, and qualified by the manufacturer to install manufacturer's product and furnish warranty of type specified.
- B. **Manufacturer Qualifications:** Approved manufacturer listed in this Section, UL listed for roofing systems identical to that specified for this project.
- C. **Roofing Inspector Qualifications:** A technical representative of manufacturer not engaged in the sale of products and experienced in the installation and maintenance of the specified roofing system, qualified to perform roofing observation and inspection specified, to determine Installer's compliance with the requirements of this project, and approved by the manufacturer to issue warranty certification. The Roofing Inspector shall be the following:
  - 1. An authorized full-time technical employee of the manufacturer.
- D. **Preinstallation Roofing Conference:** Conduct conference at Project site.
  - 1. Meet with Owner, roofing Installer, roofing system manufacturer's representative, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
  - 2. Review drawings and specifications.
  - 3. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
  - 4. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  - 5. Examine substrate conditions and finishes for compliance with requirements, including flatness and fastening.
  - 6. Review structural loading limitations of roof deck during and after roofing.
  - 7. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
  - 8. Review roof observation and repair procedures after roofing installation.

## 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.

- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

#### 1.9 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.
- B. Daily Protection: Coordinate installation of roofing so insulation and other components of roofing system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.
  - 1. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing.
  - 2. Remove temporary plugs from roof drains at end of each day.
  - 3. Remove and discard temporary seals before beginning work on adjoining roofing.

#### 1.10 WARRANTY

- A. Warranty, General: Warranties specified shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
- B. Manufacturer's Warranty: Manufacturer's standard or customized form, in which manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period. Failure includes roof leaks.
  - 1. Manufacturer's warranty includes roofing membrane, base flashings, fasteners, roofing membrane accessories and other components of roofing system specified in this Section.
  - 2. Warranty Period: 20 years from date of Substantial Completion.
- C. Installer's Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering the Work of this Section and related Sections indicated above, including all components of membrane roofing such as single ply roofing membrane, base flashing, roof insulation, fasteners, cover boards, substrate boards, vapor retarders, roof pavers, and walkway products, for the following warranty period:
  - 1. Warranty Period: Two years from date of Substantial Completion.

- D. **Manufacturer Inspection Requirement:** By manufacturer's technical representative, to report maintenance responsibilities to Owner necessary for preservation of Owner's warranty rights. The cost of manufacturer's inspections is included in the Contract Sum. Inspections to occur in Years 2, 5, 10 and 15 following completion.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. **Basis-of-Design Manufacturer/Product:** The roof system specified in this Section is based upon products of Tremco, Inc., Beachwood, OH, (800) 562-2728, [www.tremcoroofing.com](http://www.tremcoroofing.com) that are named in other Part 2 articles. Provide specified products or equal.
- B. **Source Limitations:** Obtain components for roofing system from same manufacturer as membrane roofing or manufacturer approved by membrane roofing manufacturer.

### 2.2 PERFORMANCE REQUIREMENTS

- A. **Exterior Fire-Test Exposure:** ASTM E 108, Class A; for application and roof slopes indicated, as determined by testing identical membrane roofing materials by a qualified testing agency. Materials shall be identified with appropriate markings of applicable testing agency.
- B. **Solar Reflectance Index:** Not less than 78 when calculated according to ASTM E 1980, based on testing identical products by a qualified testing agency.

### 2.3 THERMOPLASTIC MEMBRANE MATERIALS

- A. **Thermoplastic PVC/TPA sheet, fleece-backed, ASTM D 4434 Type IV internally fabric reinforced, Energy Star qualified, CRRC listed, and California Title 24 Energy Code compliant.**
  - 1. **Basis of design product:** Tremco, TPA FB Roof Membrane.
  - 2. **Tensile Strength at 0 deg. F (-18 deg. C), minimum, ASTM D 751:** 350 lbf/in (61 kN/m).
  - 3. **Tear Strength at 77 deg. F (25 deg. C), minimum, ASTM D 751:** 100 lbf (440 N).
  - 4. **Elongation at 0 deg. F (-18 deg. C), minimum at fabric break, ASTM D 751:** Machine direction, 35 percent; Cross machine direction, 33 percent.
  - 5. **Minimum Thickness, nominal, less backing, ASTM D 751:** 60 mils (1.5 mm).
  - 6. **Exposed Face Color:** White.
  - 7. **Reflectance, ASTM C 1549:** 86 percent.
  - 8. **Thermal Emittance, ASTM C 1371:** 0.86.
  - 9. **Solar Reflectance Index (SRI), ASTM E 1980:** 108.
  - 10. **Recycled Content, minimum:** 25 percent preconsumer.

- B. Sheet Flashing: Manufacturer's standard sheet flashing of same material, type, reinforcement, thickness, and color as PVC/TPA sheet membrane.

#### 2.4 AUXILIARY ROOFING MATERIALS

- A. General: Auxiliary membrane roofing materials recommended by roofing system manufacturer for intended use, and compatible with membrane roofing.
  - 1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.
  - 2. Adhesives and sealants that are not on the exterior side of weather barrier shall comply with the testing and product requirements of the California Department of Public Health's (formerly, the California Department of Health Services') "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
- B. Membrane Bonding Adhesive:
  - 1. Elastomeric low-VOC solvent-based contact-type adhesive for bonding TPA non-fleece-backed single ply membrane flashings to substrates.
    - a. Basis of design product: Tremco, TPA LV Single Ply Bonding Adhesive.
    - b. VOC, maximum, ASTM D 3960: <200 g/L.
  - 2. Elastomeric low-VOC water-based contact-type adhesive for bonding TPA fleece-backed single ply membranes to substrates.
    - a. Basis of design product: Tremco, Fleece Back WB Single Ply Bonding Adhesive.
    - b. VOC, maximum, ASTM D 3960: 200 g/L.
  - 3. Concrete deck primer for sealing the concrete deck prior to insulation installation.
    - a. Basis of design product: Tremco, Tremprime WB.
- C. Counterflashings: 24 gauge, galvanized sheet metal skirting with hemmed drip edge. Height of skirting should allow for a minimum 2" coverage over the top of base flashing terminations.
- D. Metal Termination Bars: Manufacturer's standard, predrilled stainless-steel or aluminum bars, approximately 1 by 1/8 inch (25 mm by 3 mm) thick; with anchors.
- E. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening components to substrate, and acceptable to membrane roofing system manufacturer.
- F. Miscellaneous Accessories: Provide primers, pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, lap sealants, termination reglets, and other accessories.



## 2.5 ROOF INSULATION MATERIALS

- A. General: Preformed roof insulation boards manufactured or approved by roofing manufacturer, selected from manufacturer's standard sizes suitable for application, of thicknesses indicated [and that produce FM Global-approved roof insulation].
- B. Polyisocyanurate board insulation, ASTM C 1289 Type II Class 1 CFC- and HCFC- free, with recycled content glass-fiber mat facer on both major surfaces..
  - 1. Basis of design product: Tremco, Trisotech.
  - 2. Compressive Strength, ASTM C1621: Grade 2: 20 psi (138 kPa).
  - 3. Conditioned Thermal Resistance at 75 deg. F (24 deg. C): 14.4 at 2.5 inches (50.8 mm) thick.
- C. Tapered Insulation: Provide factory-tapered polyisocyanurate insulation boards fabricated to slope of 1/4 inch per 12 inches (1:48). Use to form crickets or saddles at minimum 3' wide curbs.
- D. Glass-mat-faced gypsum panel, primed, ASTM C 1177/C 1177M.
  - 1. Basis of design product: Tremco/GP Gypsum DensDeck Prime.
  - 2. Thickness: 1/2 inch.
- E. Cold fluid-applied bead-applied low-rise adhesive, two-component solvent-free low odor elastomeric urethane, formulated to adhere roof insulation to substrate.
  - 1. Basis of design product: Tremco, Low Rise Foam Insulation Adhesive.
  - 2. Flame Spread Index, ASTM E 84: 10.
  - 3. Smoke Developed Index, ASTM E 84: 30.
  - 4. Volatile Organic Compounds (VOC), maximum, ASTM D 3960: 0 g/L.
  - 5. Tensile Strength, minimum, ASTM D 412: 250 psi (1724 kPa).
  - 6. Peel Adhesion, minimum, ASTM D 903: 17 lbf/in (2.98 kN/m).
  - 7. Flexibility, 70 deg. F (39 deg. C), ASTM D 816: Pass.
- F. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated.

## 2.6 WALKWAY MATERIALS

- A. Walkway roll, reinforced PVC/TPA membrane roll with serrated slip-resistant surface, fabricated for heat welding to compatible PVC/TPA membrane surface.

1. Basis of design product: Tremco, TPA Walkway Roll.
2. Roll Size: 36 inches by 60 foot (914 mm by 18.3 m).
3. Thickness: 0.080 inch (2 mm).
4. Color: Grey.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:
  1. Verify that roof openings and penetrations are in place and curbs are set and braced and that roof drain bodies are securely clamped in place.
  2. Concrete Roof Deck:
    - a. Verify that concrete substrate is visibly dry and free of moisture.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
- C. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.
- D. Prime surface of concrete deck with asphalt primer at a rate of 3/4 gal/100 sq. ft. (0.3 L/sq. m) and allow primer to dry.

### 3.3 INSTALLATION, GENERAL

- A. Install roofing system in accordance with manufacturer's recommendations.

### 3.4 INSULATION INSTALLATION

- A. Coordinate installing membrane roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.
- B. Comply with membrane roofing system and insulation manufacturer's written instructions for installing roof insulation.

- C. Install tapered insulation at the high side of minimum 3' wide curbs, to form crickets and saddles.
  - 1. Install at areas behind skylights, at roof drains, and all other areas to match existing tapered areas.
- D. Install insulation under area of roofing to achieve required thickness.
  - 1. Install insulation at a thickness of 1-1/2 inches at area indicated on the roof plan.
- E. Trim surface of insulation or sump where necessary at roof drains so completed surface is flush and does not restrict flow of water.
- F. Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch (6 mm) with insulation.
  - 1. Cut and fit insulation within 1/4 inch (6 mm) of nailers, projections, and penetrations.
- G. Adhered Insulation: Install each layer of insulation and adhere to substrate as follows:
  - 1. Set each layer of insulation in ribbons of bead-applied insulation adhesive, firmly pressing and maintaining insulation in place.
- H. Cover Boards: Install cover boards over insulation or concrete roof deck with long joints in continuous straight lines with end joints staggered between rows. Offset joints of insulation below a minimum of 6 inches (150 mm) in each direction. Loosely butt cover boards together.
  - 1. Adhere cover boards by setting in ribbons of bead-applied insulation adhesive, firmly pressing and maintaining cover board in place.
  - 2. Install cover boards at all areas, including over insulation as indicated on the roof plan.

### 3.5 ADHERED MEMBRANE ROOFING INSTALLATION

- A. Adhere membrane roofing over area to receive roofing and install according to membrane roofing system manufacturer's written instructions.
- B. Start installation of membrane roofing in presence of membrane roofing system manufacturer's technical personnel.
- C. Accurately align membrane roofing and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- D. Solvent-Based Bonding Adhesive: Apply to base flashing substrate and underside of base flashing membrane roofing at rate required by manufacturer and allow adhesive to become tacky before installing membrane roofing; do not allow adhesive to fully dry. Roll membrane into adhesive. Do not apply adhesive to splice area of membrane.
- E. Water-Based Bonding Adhesive: Apply to substrate at rate required by manufacturer. Install fleece-backed membrane immediately into adhesive, avoiding any air entrapment; do not allow

adhesive to dry. Roll membrane into wet adhesive. Do not apply adhesive to splice area of membrane.

- F. In addition to adhering, mechanically fasten membrane roofing securely at terminations, penetrations, and perimeter of roofing. Turn field sheet vertically up walls and curbs and secure to the vertical, bottom portion of the wall with termination bars. Base flashing will extend over the termination bars.
- G. Apply membrane roofing with side laps shingled with slope of roof deck where possible.
- H. Welded Seams: Clean seam areas, overlap membrane roofing, and hot-air weld side and end laps of membrane roofing and sheet flashings according to manufacturer's written instructions to ensure a watertight seam installation.
  - 1. Test lap edges with probe to verify seam weld continuity.
  - 2. Repair tears, voids, and lapped seams in roofing that does not comply with requirements.
- I. Spread sealant bed over deck drain flange at roof drains and securely seal membrane roofing in place with clamping ring.

### 3.6 BASE FLASHING INSTALLATION

- A. Install sheet flashings and preformed flashing accessories and adhere to substrates according to membrane roofing system manufacturer's written instructions.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate and allow to partially dry. Do not apply to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean seam areas, overlap, and firmly roll sheet flashings into the adhesive. Hot-air weld side and end laps to ensure a watertight seam installation.
- E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars at areas without parapet walls.
- F. Areas with parapet walls will have the base flashing membrane extend over the top of the parapet walls, and down the backside a minimum of 3 inches, then mechanically fastened.
- G. Existing copings, cleats, and counterflashings will be reinstalled where originally removed as a part of the roof replacement project. Any areas that did not originally have existing counterflashings, or the original counterflashings can't be reomoved, will be skirted with new counterflashings in accordance with warranty requirements.
- H. County to lift curb cover at stainless steel boiler flu pipe at lower North roof. Contractor to roof in curb, County to reinstall flu curb cover.

- I. Contractor to roof to the top of curbs where possible. If curb cover fascia does not allow for a minimum 6"-8" base flashing height, remove the curb cover for later reinstallation, or cut the curb cover fascia and skirt after new roofing installation.
  - J. Install new base flashing counter flashing on the east wall of the loading dock roof. Tie into the existing counter flashing receiver.
- 3.7 EXPANSION JOINT RETROFIT
- A. Leaving the existing Expando Flash expansion joint in place, retrofit the existing expansion joint with TPA membrane, termination bars and sealants in accordance with the detail drawing.
- 3.8 WALKWAY INSTALLATION
- A. Flexible Walkways: Install walkway products in locations indicated on the roof plan. Heat weld to substrate according to roofing system manufacturer's instructions.
- 3.9 FIELD QUALITY CONTROL
- A. Roofing Manufacturer: Manufacturer to provide job site quality control reports a minimum of twice weekly, and distribute to the project stakeholders.
  - B. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion.
  - C. Repair or remove and replace components of membrane roofing system where inspections indicate that they do not comply with specified requirements.
- 3.10 PROTECTING AND CLEANING
- A. Protect membrane roofing system from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to the Owner.
  - B. Correct deficiencies in or remove membrane roofing system that does not comply with requirements; repair substrates; and repair or reinstall membrane roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
  - C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

**END OF SECTION 075419**

## **SECTION 112429.02 - FACILITY FALL PROTECTION, PORTABLE**

### **PART 1 - GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Temporary fall protection systems, including:
  - 1. Portable roof edge rail systems.

#### **1.2 ACTION SUBMITTALS**

- A. Product Data: For each product:
  - 1. Manufacturer's product lines of mechanically connected components.

#### **1.3 CLOSEOUT SUBMITTALS**

- A. Operation and maintenance data.

#### **1.4 WARRANTY**

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace facility fall protection components that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Periods: Five years from date of Substantial Completion.

### **PART 2 - PRODUCTS**

#### **2.1 MANUFACTURERS**

- A. Basis-of-Design Product: Subject to compliance with requirements, provide facility fall protection components by Kee Safety, Inc. as provided by Tremco Roofing and Building Maintenance, or equal.
- B. Single Source: Provide fall protection and roofing components from a single manufacturer through a single source.

#### **2.2 PERFORMANCE REQUIREMENTS**

- A. Occupational Safety and Health Standards: Provide fall protection components complying with requirements of 29 CFR 1910.23, including structural performance.
- B. Structural Performance: Railings, including attachment to building construction, shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
  - 1. Handrails and Top Rails of Guards:
    - a. Uniform load of 50 lbf/ ft. (0.73 kN/m) applied in any direction.

- b. Concentrated load of 200 lbf (0.89 kN) applied in any direction.
  - c. Uniform and concentrated loads need not be assumed to act concurrently.
2. Infill of Guards:
- a. Concentrated load of 50 lbf (0.22 kN) applied horizontally on an area of 1 sq. ft. (0.093 sq. m).
  - b. Infill load and other loads need not be assumed to act concurrently.
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
- 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C, material surfaces).

### 2.3 ROOF EDGE RAIL SYSTEMS

- A. Roof Edge Rail Systems: Freestanding counterweighted fall protection safety railing system including pipe or tubing, fittings, and accessories complying with requirements of 29 CFR 1910.23 and authorities having jurisdiction.
- 1. Basis of Design Product: Kee Safety as provided by Tremco Roofing and Building Maintenance, KeeGuard Roof Edge Fall Protection System.
  - 2. Application: Flat or low slope roof up to 5 deg. slope.
  - 3. Uprights: 42 inch (1067 mm) by 1.50 inch (38 mm) steel pipe factory assembled with manufacturer's standard clamp fittings accepting railings, adjustable up to 11 deg. from vertical.
  - 4. Upright Bases: Galvanized steel, with anti-skid rubber pad base.
  - 5. Railings: 1.50 inch (38 mm) steel pipe or tubing.
  - 6. Counterbalance Assemblies: Free-standing, non-penetrating recycled PVC counterbalance assemblies for line uprights, corners, and end conditions.
  - 7. Counterbalance Lever Pipe: 1.25 inch (32 mm) steel pipe.
  - 8. Railing Finish: Galvanized.

### 2.4 MATERIALS, STEEL

- A. Provide galvanized finish for all steel and cast iron components.
- B. Tubing: ASTM A 500 (cold formed) or ASTM A 513.
- C. Pipe: ASTM A 53/A 53M, Grade A, Standard Weight (Schedule 40), unless another grade and weight are required by structural loads.

- D. Plates, Shapes, and Bars: ASTM A 36/A 36M.
- E. Cast Iron Fittings: Malleable iron, ASTM A 47/A 47M.

#### 2.5 MISCELLANEOUS MATERIALS

- A. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.

#### 2.6 FABRICATION

- A. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- B. Nonwelded Connections: Connect members with concealed mechanical fasteners and fittings. Fabricate members and fittings to produce flush, smooth, rigid, hairline joints.
- C. Form changes in direction by inserting prefabricated elbow fittings.
- D. Close exposed ends of railing members with prefabricated end fittings.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION, GENERAL

- A. Set fall protection components accurately in locations as designated by the attached roof plan.
- B. Complete a certified close-out by the manufacturer to verify that the assembly was installed in accordance with manufacturer's instructions, in order to qualify for the extended system warranty.
- C. Coordinate review of installation by Owner prior to turnover to Owner.

**END OF SECTION 112429.02**

**\* END OF TECHNICAL SPECIFICATIONS \***