



**Two and no/100 DOLLARS (\$240,452.00)** which sum constitutes the Contract price for the complete project (the "Contract Price").

5. **Commencement and Completion**

The commencement date of the Contract or determination of the time for completion shall be set forth in the Notice to Proceed issued by the Owner, but shall not be less than ten (10) calendar days after execution of the Contract by the Owner. The Contractor shall complete all Work required by the Contract within one hundred and twenty (120) calendar days after said commencement date, as adjusted and provided for in the Contract.

6. **Payment**

Owner agrees to pay Contractor within thirty (30) days upon receipt and approval of itemized invoice(s) identifying work completed to date. The invoice(s) shall be supported by such data substantiating the Contractor's right to payment as the Owner may require, such as copies of requisitions from material suppliers. Contractor may bill for on-site and off-site services performed, including billings for project materials stored in owner approved off-site storage. Work activities as identified above shall be included in the total contract price.

Retention of 5% of the total Contract Price will be held at the option of the County. Payment by Owner as herein provided shall not be construed as an absolute acceptance of defects in the Work or improper materials.

The Contractor may at his request and expense, in lieu of the retention withheld by the Owner as provided herein, deposit securities equivalent to the amount withheld with a State or Federally chartered bank as an escrow agent. Securities eligible are those listed in California Government Code Section 16430, or bank or savings and loan certificates of deposit. The terms and conditions of the escrow shall be as set forth in Government Code Section 22300.

7. **Performance Bond**

As a part of the execution of this Contract, the Contractor shall furnish in triplicate, a bond of a surety company authorized to do business in the State of California, conditioned upon the faithful performances 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 bound herein.

8. **Payment Bond**

As part of the execution of this Contract, the Contractor shall furnish in triplicate, 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 bound herein.

9. **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 if decreased or increased work, or of the cancellation of the contract, or of any other act or acts by the Owner or its authorized agents, under the terms of this contract; and failure to do so notify the aforesaid surety company of changes shall in no way relieve the surety company of its obligation under this contract.

10. **Payment of Prevailing Wages**

The Contractor shall pay and require payment of wages according to a scale of prevailing wage rates determined by California law, which scale is on file at the El Dorado County Department of General Services, Facilities Division and shall comply with all wage requirements, as set forth in Labor Code Section 1770 et. seq., 1773.2, 1775, 1776, 1810, & 1813.

11. **Certified Payroll**

As required under the provisions of Labor Code Section 1776 Contractor and sub-contractors shall keep accurate payroll records. A certified copy of all payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor.

12. **Right to Audit**

The Contractor shall maintain and make available to Owner, California Department of General Services or State Auditors all books, papers, job cost records, detailed cost estimates, claims, and accounts, including payment, property, payroll, personnel, subcontractors, and financial records related to or which arise out of the Work or under terms of the Contract. The form of recording keeping shall be subject to approval by the Owner. These books, papers, records, claims, and accounts shall be made available for examination during normal business hours by Owner and Owner's representative and shall be retained at Contractors principal place of business in California, for audit during normal business hours at such place of business for three (3) years after recording of the notice of completion of the project. Contractor shall provide an office to enable Owner and Owner's representative to conduct such audit. Contractor shall include a similar provision in any subcontracts for the project.

13. **Payment of all Federal, State or City Taxes**

Any federal, state or city tax payable on the articles furnished by the Contractor under the Contract shall be included in the Contract Price and paid by the Contractor.

14. **Compliance with all Applicable Laws**

Contractor shall conform to and abide by all Federal, State and local building, labor and safety laws, ordinances, rules and regulations. All Work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshall, safety orders of the Division of Industrial Safety, National Electrical Code, Uniform Building Code, Uniform Plumbing Code, and any/all other applicable laws and regulations. Nothing in the Contract Documents, including but not limited to the plans and specifications, is to be construed to permit work not conforming to these codes.

15. **Reporting Accidents**


The 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 \$500.00 occurs.

16. **Worker's Compensation**

The Contractor shall comply with Labor Code 3700 et seq., requiring it to obtain Worker's 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 the worker's compensation or 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 Agreement.

Signed:  J.W. Brown Date April 15, 2007  
 Vice President

**17. State Labor Requirements**

Eight 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 8 hours in any one (1) calendar day and/or more than 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, \$50.00 for each workman employed in the execution of the Contract, or by any subcontractor under this Contract, for each calendar day during which said workman is required or permitted to labor more than 8 hours in any one (1) calendar day or more than 40 hours in any one (1) calendar week in violation of the provisions of said Labor Code.

In accordance with the provisions 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 Contract, 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.

**18. Deviation from Plans and Specifications**

No deviation shall be made from the plans and/or the specifications without the prior written approval of the Owner.

**19. Unity of Plans and Specifications**

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

**20. Relocation of Utilities**

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

Nothing herein shall be deemed to require the Owner to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or

adjacent to the site of the construction.

If the Contractor, while performing the Work under the Contract, discovers utility facilities not identified in the Contract Documents, including the plans or specifications, he/she shall immediately notify the Project Manager. The Owner shall not be liable for the Contractor's performance of unauthorized work.

21. **Sub-contracting**

The provisions of Sections 4100-4114, inclusive, of the Public Contract Code regarding sub-contracting shall apply to this Contract, and Contractor represents that he/she will comply with all provisions therein.

22. **Additional Work**

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

Any such changes will be set forth in a contract change order (Change Order) 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.

23. **Successors and Assigns**

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

24. **Assignment of Contract**

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.

In accordance with Section 4552 of the California Government Code, and Section 7103.5 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 Professional Code], arising from purchases of goods, services, or materials pursuant to the public work 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. In submitting a bid to Owner the bidder offers and agrees that if bid is accepted, it will assign to 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 by the bidder for sale to the Owner pursuant to the bid. Such assignment shall be made and become effective at the time Owner tenders Final Payment to the bidder.

25. **Fiscal Considerations**

The parties to this Contract recognize and acknowledge that COUNTY is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18, of the California Constitution and other similar fiscal and procurement laws and regulations, and may not expend funds for products; equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of COUNTY business, COUNTY will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Contract to the contrary, COUNTY shall give notice of cancellation of this Contract in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Contract. Upon the effective date of such notice, this Contract shall be automatically terminated and COUNTY released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any COUNTY department for which these services were contracted to be performed, pursuant to this paragraph in the sole discretion of the COUNTY, this Contract may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation. The referenced payment for services is to include compensation for one-site and off-site direct materials, labor and expense costs, including reasonable overhead. Work activities as identified above shall be included in the total contract price.

26. **Amendments**

This Agreement may be amended by mutual consent of the parties hereto. Said amendment shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

27. **Separate Contracts**

The Owner reserves the right to let other contracts in connection with the Work. The Contractor shall afford all other such contractors reasonable opportunity for storage of their materials, shall provide that the execution of his/her work properly connects and coordinates with theirs, and shall cooperate with them to the end of facilitating the Work.

28. **Liquidation Damages**

The Work to be performed under the Contract shall commence on the date specified in the Notice to Proceed by the County, and the Work shall be fully completed within the time specified in Notice. The Owner and Contractor realize that time is of the essence for completion, and the County will suffer financial loss if the Work is not completed in the time specified. In the event that the Contractor does not complete all Work required by the Contract within the time specified in Section 5, liquidated damages shall be imposed upon the Contractor. After considering such a breach and all aspects of the Work including, but not limited to, the type of installation, the current and future uses of facilities and premises, the disarrangement of the premises and facilities thereof during the Work, and the additional cost and difficulty of using the disarranged facilities during the Work, the parties agree that a reasonable daily damage for such a breach, will be \$250.00 per calendar day, and the payment of the same, is payment of

liquidated damages and not a penalty. It is understood that this Contract for liquidated damages is entered into because the amount is manifestly reasonable under the circumstances existing at the time of this Contract, and it would be extremely difficult or impossible to determine with any degree of accuracy the actual damages in case of any such breach. In case of such breach, it is agreed that the Owner may deduct the amount thereof from any money due or to become due said Contractor under this Contract.

29. **Indemnity**

To the fullest extent allowed by law, Contractor shall protect, defend, indemnify and hold harmless the County of El Dorado, its board members, officers, directors, employees, agents, consultants, successors and assigns (hereinafter County) from and against all claims, demands, liabilities, causes of action, suits, legal or administrative proceedings for actual damages (including but not limited to special and consequential damages), natural resource damages, restitution, injuries, costs, response costs, remediation and removal costs, losses, debts, liens, interest, fines, penalties, charges and expenses (including but not limited to attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity provision) of any kind whatsoever paid, incurred, suffered by, or asserted against the County which are claimed to or in any way arise out of or result from the Contractor's services, operations, or performance of this Agreement including but not limited to the collection, removal or disposal of a combination of passenger, light truck and tractor tires, which may result in the release or threatened release of hazardous waste or hazardous substance into the environment, regardless of the existence or degree of fault or negligence on the part of the County, except for the sole or active negligence of the County. As used herein, the terms "hazardous waste" and "hazardous substance" shall coincide with the broadest definition thereof contained in any present or future federal or state law. The foregoing indemnity is intended to operate as an agreement pursuant to the Comprehensive Environmental Response and Liability Act (CERCLA), 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, to defend and protect and hold harmless and indemnify County from liability. This provision shall survive the termination of any other agreement between the parties. The foregoing indemnity shall not have any dollar limitation. The foregoing indemnity is for the exclusive benefit of the County and in no event shall the indemnity rights hereunder inure to the benefit of any third party.

30. **Insurance**

**GENERAL INSURANCE REQUIREMENTS:** The Contractor shall provide proof of a policy of insurance satisfactory to El Dorado County Risk Management 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 One Million Dollars (\$1,000,000.00) 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.
3. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000.00) 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 is required with a limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence. For the purposes of this contract professional liability is not required.

5. Explosion, Collapse and Underground coverage is required when the scope of work includes XCU exposures. For the purposes 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 Manager as evidence that the insurance required herein is being maintained. The insurance will be issued by an insurance company acceptable to the Risk Manager, or be provided through partial or total self-insurance likewise acceptable to the Risk Manager.
2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this agreement are concerned. This provision shall apply to all liability policies except Workers' Compensation and professional liability insurance policies. Proof that the County is named additional insured shall be made by providing the Risk Manager 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 Agreement.
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 to 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.

**INSURANCE NOTIFICATION REQUIREMENTS:**

1. The insurance required herein shall provide that 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 at the office of the Department of General Services, 360 Fair Lane, 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 agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year (for an occurrence policy) or three (3) years (for a claims made policy). New certificates of insurance are subject to the approval of the Risk Manager.

**ADDITIONAL STANDARDS:** Certificate shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Manager, as essential for the protection of the County.

**COMMENCEMENT OF PERFORMANCE:** Contractor shall not commence performance of this Agreement 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 Agreement.



**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 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 Agreement.

31. **Licenses**

Contractor warrants and represents that he/she holds a valid California license pursuant to the State Contractors License Act [Business and Profession Code Section 7000, et seq.], that his/her license is in good standing and that he/she possesses a Class C-7 License as required by the categories and type of the Work. Copies of the Contractor's State Contractor license(s) must be provided with this Agreement.

32. **Cleaning Up**

The Contractor shall not allow the site of the Work to become littered with trash, rubbish and waste material, but shall maintain the site of Work in a neat and orderly condition throughout the construction period.

33. **Access to the Work**

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

34. **Acceptance of Work**

The Work will be accepted by resolution of the Owner when the whole shall have been completed satisfactorily, as determined by the Owner or its duly authorized representative. Acceptance of the Work and the filing of a notice of completion shall not constitute an acceptance of latent defects nor relieve the Contractor of responsibility for any act or omission which is a violation of the Contract.

35. **Resolution of Claims**

Contractor's attention is invited to Public Contract Code Sections 20104, et seq., for resolution of construction claims, and specifically Section 20104.2. Claims pertaining to this Contract shall be governed by the provisions of those sections.

36. **Environmental and Toxic Warranty**

Contractor warrants that its operations concerning the project are not and will not be in violation of any applicable environmental federal, state, or local statute, law, or regulation dealing with hazardous materials substances or toxic substances.

37. **Guarantee**

**Final Guarantee:** The Contractor shall guarantee all materials and equipment furnished and work performed for a period of 1 year. Contractor warrants and guarantees for a period of one year from the date of Notice of Substantial Completion 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, Owner may do so and charge Contractor the cost thereby incurred.

**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.

**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 to the requirements of the Contract. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

38. **Cancellation of Agreement**

The Owner reserves the right to terminate this Agreement, and the Contract, at any time for any reason by serving written notice to the Contractor, in accordance with the Notice provisions herein, subject to payment for services performed prior to cancellation. Payment to Contractor shall include compensation for on-site and off-site direct materials, labor and expense costs, including reasonable overhead. Work activities as identified above shall be included in the total contract price.

39. **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 delivered to it as follows:

El Dorado County  
General Services Department  
Attn: Laura S. Gill, Acting Director  
360 Fair Lane  
Placerville, CA 95667

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

Norment Security Group, Inc.  
3224 Mobile Highway  
Montgomery, AL 36108

Each party may change their address for notices by giving written notice pursuant to this paragraph.

40. **California Residency (Form 590)**

All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

41. **Taxpayer Identification Number (Form W-9)**

All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

42. **Venue**

The Contract Documents and all provisions thereto shall be governed by the laws of the State of California. Any litigation arising herein shall be brought in the County of El Dorado, and Contractor hereby waives the removal provisions of the California Code of Civil Procedure Section 394.

43. **Administrator**

The County Officer or employee with responsibility for administering this Agreement is Richard Collier, Capital Programs Manager, General Services Department, or successor.

44. **Authorized Signatures**

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

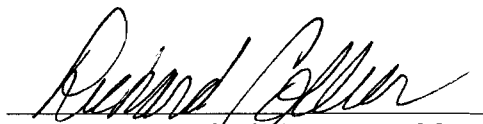
45. **Partial Invalidity**

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.

46. **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.

47. **Contract Concurrence:**



Richard Collier, Capital Programs Manager

/  
/  
/  
/

48. Execution of Agreement

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first below written.

**OWNER**

Dated: 5/7/07

**EL DORADO COUNTY**

By: Laura S. Gill

**Laura S. Gill  
Acting Director of General Services  
"Owner"**

**CONTRACTOR**

Dated: April 15, 2007

**Norment Security Group, Inc.  
A Delaware Corporation**

By: J. W. Brown

~~Gary Menges, Chief Executive Officer~~  
**"Contractor"**  
J. W. Brown, Vice President

By: Stan Sasser

**Stan Sasser, Assistant  
Corporate Secretary**

Dated: April 15, 2007

## EXHIBIT 'A' – SCOPE OF WORK

County of El Dorado  
General Services Department  
Facility Design & Development Division  
*SLT Jail – Intercom Panel Replacement March 2007*  
Project Manager: Steven P. Johnson, Architect  
530-621-5673

Project Location: El Dorado County Jail (SLT Division)  
1051 Al Tahoe Blvd., South Lake Tahoe, CA 96150

### PART 1 – GENERAL

#### 1.01 SCOPE OF WORK

- A. Furnish all tools, labor, equipment and services to complete the work herein.
- B. Work is to include, at a minimum: Replace four (4) existing Bogan head-end intercom systems with four (4) new Touchscreen type workstations. Accepted manufacturers for the Work described below are: Omron; Allen-Bradley, GE Fanus, and Square D. The work in support of the Touchscreen Workstation shall consist of:
  - a. Security Low Voltage Equipment Room
    - 1. Document and label existing field wiring.
    - 2. Demolish existing security electronics equipment and associated wiring.
    - 3. Install new prefabricated security electronics head end.
    - 4. Test and debug
  - b. Central Control
    - 1. Demolish existing security electronics Graphic Control Panels.
    - 2. Demolish existing power supplies and interface boards associated with existing PLC equipment and Graphic Control Panels.
    - 3. Install new power supplies and interface boards.
    - 4. Remove existing 25-pair cable for graphic panels between Central Control and the Security Electronics racks. Use existing conduit to pull in new CAT5e data cable for the Touch Screens and Touch Panels.
    - 5. Test and debug.
    - 6. Owner and contractor tests.
  - c. Door Control System
    - 1. PLC Equipment
      - i. (1) OmronCS1G CPU44H Processor
      - ii. (2) OmronC200HW-PA204 Power Supply
      - iii. (2) OmronCS1W-BC083 Backplane
      - iv. (10) OmronCS1W-ID261 64-Point Input Module
      - v. (9) OmronCS1W-OD261 64-Point Output Module
      - vi. (20) OmronXW2B-40G5 Input Termination Board
      - vii. (20) OmronXW2Z-200B Input Board Cable
      - viii. (18) OmronG79-O200C-175 Output Board Cable
      - ix. (1) OmronWS02-CXPC1-EV1.2 Software

2. Door and Intercom Control PLC Interface Board
  - i. (9) Trentech237 16-Point Door Interface Board
  - ii. (2) Trentech244 32-Point Input Module
  - iii. (9) Trentech 245 16-Point Intercom Interface Board
3. Each PLC program shall be furnished to the Owner as follows:
  - i. Hard copy printout.
  - ii. Each program on a 3.5", 1.44mB (HD) floppy disk.
  - iii. Programming shall be installed and maintained using the vendor-provided programming equipment.
  - iv. All PLC components shall be of the same manufacturer. Third party multiplexing equipment shall not be acceptable. Remote PLC I/O modules may be installed at the control panel in an approved, ventilated enclosure.
  - v. The PLC shall have installed capacity to support the requirements of the existing system, plus an additional 100% space capacity. A minimum of 10% spare input and output point at each I/O location and 100% spare installed memory. Provide wiring and power supply capacity to permit utilization of spare points.
4. Demolition of Existing Central Control Panels: Mount Touchscreen Monitors in available turret space. Provide custom mounts and trim plates as required for a professional fit and finish. Includes all design, programming and field installation required for a complete and operational system. Design all graphical layouts and operational features in coordination with Owner's personnel.
5. Demolition of Existing LVE Room controls
6. Retermination of LVE Room Field Wiring
7. Retermination of LVE Room PLC Wiring
- d. Intercom System
  1. Replace Intercom Amplifier
    - i. (4) Rauland DCC100 Intercom Amplifier
    - ii. (4) Rauland SPS24 Power Supply
- e. Touch Screen Controls
  1. Devices
    - i. (4) Iiyama PLL260W-BOXDL Flat Panel 26" Touch Screen
    - ii. (4) Dell Mini-Tower CPU
    - iii. (4) ADI AFD-J924 Intercom Interface Panel
    - iv. (1) Ethernet Hub
    - v. (1) Wonderware Development Software License
    - vi. (3) Wonderware Runtime Software License
- f. Miscellaneous Work
  1. Remove existing wire
  2. Provide and install new wire
  3. Includes color-coded cell status tagging and cell/inmate labeling features. This feature would add text Names Labels, and other graphical indications for each inmate/cell represented.
- g. Engineering and AutoCAD Services/Support
  1. System software shall be contained in EEPROM and battery-backed RAM. RAM operation database shall be battery backed up. The program shall be developed for each controller on an individual basis and shall be able to be

modified in the field from a hand-held programmer or programming lap-top computer.

2. The programming logic shall be traditional relay ladder logic utilizing basic and advanced sets for function generations.
3. Logic functions shall include, but not be limited to AND, OR, and INVERT functions with sufficient levels to provide operating features required to perform all of the functions required.
4. Timing functions shall include, but not be limited to, on-delay, off-delay, stepping and pulsing. Sufficient variations of programmable timing shall be available to provide all the operating features as required.
5. Each controller shall be equipped with a processor, high density I/O (64 or 96 point) modules, terminal blocks with connectorized cables, communication modules, power supplies, and accessories as required for a complete and functional unit. The high density I/O modules shall be standard printed circuit boards containing the necessary coding/decoding solid state circuits for communicating with the processor, LED indicators which display the status of each point, and plug-in input / output modules. Input and output points shall be optically isolated to prevent transient voltages and static discharges from damaging internal components of the input or output modules.
6. Controller shall be configured to operate in a distributed processor environment and equipped with communications capability as required. All PLC components shall be of the same manufacturer. Third party multiplexing equipment to support control panel functions shall not be acceptable. Remote PLC I/O modules may be installed at the control panel in an approved ventilated enclosure.
7. Services and support shall include the following:
  - i. System Engineering and Design
  - ii. System Programming
  - iii. AutoCAD Support
  - iv. Project Closeout, Training and Commissioning
  - v. Operations & Maintenance Manuals
  - vi. As-built drawings.

#### C. Exclusions

- a. Conduits, raceways, cabletrays, junction boxes and backboxes. Contractor shall use existing units.
- b. All power wiring circuits and their terminations; 120VAC emergency power circuits. Power is already present in the electronics and control rooms. Contractor shall use existing units.
- c. Fees & Services: Inspection, dump, utility, encroachment, parking, and egress repairs (temporary or permanent).
- d. Protection or repair of the Contractors installed equipment that is damaged by others.
- e. Waterproofing, fireproofing, caulking or sealant, security grout, painting, patching of finish surfaces.
- f. Grounding for cabinets/equipment racks. Existing grounding points will be reconnected.
- g. Cutting & demolition anywhere (holes, etc.).
- h. Additional security during cut over period to manually operate jail doors and to perform other control functions.

## 1.02 QUALITY OF WORK

- A. The work for this project shall be performed in accordance with all applicable Federal, State and Local codes and safety requirements.
- B. All materials to be used in this Project shall be installed in accordance with manufacturer's instructions and best industry practices.
- C. All materials shall be new.

## 1.03 PERMIT AND LICENSE REQUIREMENTS

- A. The County will obtain any necessary permits for the work described.
- B. California State Contractor's License Requirement: C-7

## 1.04 SUBMITTALS

- A. Provide and maintain on site for the duration of the Project, Materials Safety Data Sheets (MSDS) for all cleaners, solvents, adhesives, etc., used for the work of the Project.
- B. Project Schedule: This project involves significant work in an occupied detention facility. A detailed schedule supporting the following program shall be provided by the Contractor:
  - a. The Contractor shall maintain the existing system and equipment in operation as much as possible during the course of the Work.
  - b. The Work will be conducted in phases.
  - c. The Contractor will fabricate all custom equipment offsite to minimize disruption of facility operations.
  - d. The Contractor shall assemble all new Touch Screen and Touch Panel Controls and all components of the PLC system offsite, fully develop software, and demonstrate successful operation to the Owner prior to scheduling installation of equipment at the facility.
- C. Product Data: For each product needed for the successful completion of the described work.
- D. Shop Drawings:
  - a. Graphical display layouts for all touchscreen monitors, including a description/definition of all items appearing on the touchscreen monitors.
  - b. Turret layout, showing locations of all equipment (existing or new) associated with this installation.
- E. Samples: No samples required.
- F. As-Built Drawings: Reviewed and approved by the Owner; with revisions as required for a complete representation of the scope of work.



## 1.05 SAFETY

- A. Maintain safe conditions at the job-site for the duration of the Project for the public, county staff and persons performing the Work. To include, but not limited to the following:
  - a. Provide and maintain barricades, warning tape, signage, etc.
  - b. As best as possible, do not block sidewalks, active doors, corridors, etc.
  - c. Store flammable materials in a safe manner. Flammable rags are to be kept in a sealed container and removed from the site at the end of each day.

## 1.06 SCHEDULING

- A. Schedule with the Project Manager at least 5 business days prior to the beginning of on-site work.
- B. A safe and secure facility shall be required at all times. To this end, the Work is to be coordinated with the schedule of the Jail to minimize disruption to the Jail's systems and operations. All Work shall be coordinated with the Owner and Jail staff in an effort to avoid conflicts with scheduled and/or unscheduled activities of the Jail staff and inmates.

## 1.07 GENERAL REQUIREMENTS

- A. The Contractor shall limit the use of the premises for work and storage to allow:
  - a. Continuous Owner occupancy and operation of the facility for the duration of the Project.
  - b. Public use and access to the facility.
  - c. Work by others and the Owner.
- B. Coordinate use of the premises with the Owner to all safe access and storage of materials and equipment.
- C. Contractor shall assume full responsibility for protection of materials and equipment to be used on this Project, until such materials or equipment has been installed. A secured area shall be made available for temporary storage of materials and/or equipment.
- D. Clean-up: At the end of each work day, the Contractor shall clean up all debris, tools, materials, waste, etc., and leave the site in a safe condition. Final clean-up of the project area is the responsibility of the Contractor. Waste materials may be disposed of in the Jail's dumpster.