

**COUNTY OF EL DORADO
DEPARTMENT OF TRANSPORTATION
FACILITIES ENGINEERING DIVISION**



BID DOCUMENTS FOR

ACCESS CONTROL/CCTV/INTRUSION ALARM SYSTEM
for the
HUMAN SERVICES/ CHILD SUPPORT SERVICES/ HEALTH
SERVICES DEPARTMENTS
PLACERVILLE & SOUTH LAKE TAHOE
CONTRACT NO. PW 10-30566, CIP No. 90400

BIDS DUE: THURSDAY, FEBRUARY 3, 2011
NO LATER THAN 2:00 P.M.

AT: CLERK OF THE BOARD OF SUPERVISORS
330 FAIR LANE
PLACERVILLE, CA 95667

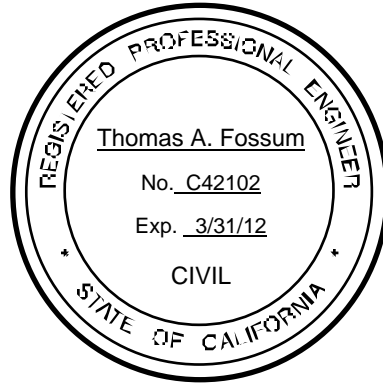
APPROVED:

James W. Ware
Director of Transportation

COUNTY CONTRACT NO.PW 10-30566, CIP No. 90400

The Contract Documents contained herein have been prepared by or under the direction of the following Registered Person.

REGISTERED CIVIL ENGINEER



**EL DORADO COUNTY
DEPARTMENT OF TRANSPORTATION
FACILITIES ENGINEERING DIVISION**

**ACCESS CONTROL/CCTV/INTRUSION ALARM SYSTEM
for the
HUMAN SERVICES/ CHILD SUPPORT SERVICES/ HEALTH SERVICES DEPARTMENTS
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**COUNTY OF EL DORADO
DEPARTMENT OF TRANSPORTATION
FACILITIES ENGINEERING 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:

**ACCESS CONTROL/CCTV/INTRUSION ALARM SYSTEM
for the
HUMAN SERVICES/ CHILD SUPPORT SERVICES/ HEALTH SERVICES DEPARTMENTS
PLACERVILLE & SOUTH LAKE TAHOE
CONTRACT NO. PW 10-30566, CIP No. 90400**

will be received by the Clerk of the Board of Supervisors, at the Board of Supervisors 330 Fair Lane, Placerville, CA 95667, or by mailing to 330 Fair Lane, until **Thursday, February 3, 2011 at 2:00 p.m.**, at which time bids will be publicly opened and read by the El Dorado County Department of Transportation, Facilities Engineering 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No Bid may be withdrawn after the time established for receiving bids or before the award and execution of the Contract, unless the award is delayed for a period exceeding sixty (60)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 El Dorado County, Department of Transportation. The proposal shall not be detached from the Contract Documents. All bids must be clearly marked on the envelope:

**“ACCESS CONTROL/CCTV/INTRUSION ALARM SYSTEM
for the
HUMAN SERVICES/ CHILD SUPPORT SERVICES/ HEALTH SERVICES DEPARTMENTS
PLACERVILLE & SOUTH LAKE TAHOE”
CONTRACT NO. PW 10-30566, CIP No. 90400**

TO BE OPENED AT 2:00 PM , Thursday, FEBURARY 3, 2011

NAME OF BIDDER

LOCATION/DESCRIPTION OF THE WORK: The project locations are 3047 Briw Road, 3057 Briw Road, 670 Placerville Drive, and 937 Spring Street Placerville; 1900 Lake Tahoe Blvd., South Lake Tahoe. The Work to be done consists of, but is not limited to:

- A. The Work will be bid as a Schedule A and a Schedule B in accordance with the Proposal and as described in the Technical Specifications. Separate Agreements for the Schedule A and for the Schedule B will be executed by the County and the successful bidder.

Base Bid-Schedule A consists of the furnishing of all labor, materials, and equipment for installation of Access Control/Closed Circuit TV(CCTV)/Intrusion Alarm Systems at the Human Services/ Child Support Services/ Health Services Departments offices in Placerville and South Lake Tahoe locations; and

Additive Alternate Bid-Schedule B consists of providing yearly monitoring and maintenance of the Base Bid-Schedule A equipment.

- B. Bids are required for the entire Work described herein, including both Schedule A and Schedule B.
- C. The Work at 3047 Briw Road, 3057 Briw Road, 937 Spring Street shall be completed within **thirty (30)** calendar days of the contract start time stated in the Notice to Proceed. The remaining Work included in Schedule A shall be completed within **seventy-five (75)** calendar days of the contract start time stated in the Notice to Proceed. The term of the Work described in the Schedule B shall be three (3) years.
- D. For bonding purposes the anticipated project cost for the Schedule A work is less than \$220,000.00.
- E. Pre-bid / site visit meetings are scheduled for this project. These meetings will be held in the various sites. Representatives of Human Services, Child Support Services, and Health Services Departments will be present at the pre-bid meetings, as applicable, to describe the individual security needs. Attendance at the pre-bid meeting for each site for each department is **mandatory and only the bids of firms with representatives in attendance will be considered for evaluation and award.** In order to limit the disruption to the conduct of business, the meeting dates for

the locations listed below will be the only opportunity for bidders to visit the sites. The Bidder's representative will be required to sign an attendance sheet for each location for each department and provide the name of the firm being represented. The meetings will held as follows:

Placerville Sites:

Wednesday, January 19, 2011 at 10:00 a.m.

3047 Briw Road, 3057 Briw Road, 670 Placerville Drive and 937 Spring Street
Placerville, CA 95667

South Lake Tahoe Sites:

Thursday, January 20, 2011 at 1:00 p.m.

1900 Lake Tahoe Blvd.
South Lake Tahoe, CA

OBTAINING OR INSPECTING CONTRACT DOCUMENTS: The Contract Documents and Plans may be examined at the El Dorado County Department of Transportation, Facilities Engineering Division or may be purchased in person or by mail from the Department of Transportation, Facilities Engineering Division, 3000 Fairlane Court, Suite 2, Placerville, California 95667, Telephone (530) 621-5986. The purchase price of each set of Contract Documents and Plans is **FIFTY** dollars (**\$50.00**) for each set and is non-refundable (payment by cash, company check, cashier's check or money orders are acceptable). To receive Contract Documents and Plans by mail, send request and payment prior to shipping and include an additional TEN dollars (\$10.00), for a total of **SIXTY** dollars (**\$60.00**), to include shipping and handling.

BRAND-SPECIFIC PRODUCTS: Pursuant to Public Contract Code 3400, the County of El Dorado Board of Supervisors has adopted the following findings related to specifying brand-specific products within these Contract Documents:

S2 Security's S2 Enterprise Standard Server, S2 Netbox Access Controllers, S2 NetDoor MicroNode Controllers for the Access Control System: and Sonitrol Base Module, Sonitrol Smart Audio Module, and Sonitrol AudioSensor for the Intrusion Detection System are designated in these Contract Documents as brand-specific in order to match other products in use on a particular public improvement. Sonitrol Base Module, Sonitrol Smart Audio Module, and Sonitrol Audio Sensor Intrusion Detection products are designated in theses Contract Documents as brand-specific in order to obtain the necessary items that are only available from Sonitrol.

CONTRACTOR'S LICENSE CLASSIFICATION: Bidders shall be properly licensed to perform the Work pursuant to the State Contractor's License Act (Business and Professions Code section 7000 et seq.) and shall possess a **C-7 or C-10 LICENSE** or equivalent combination required by the categories and type of Work included in the Contract Documents and Plans at the time the Contract is awarded, and shall maintain a valid license through completion and acceptance of the Work, including the guarantee and acceptance period. Pursuant to California Public Contract Code section 20103.5 for contracts involving Federal funds, bids submitted shall not be invalidated by the failure of the Bidder to be licensed in accordance with the laws of this state so long as at the time the Contract is awarded, the successful Bidder is properly licensed in accordance therein. Failure of the successful Bidder to obtain proper and adequate licensing for an award of the Contract shall constitute a failure to execute the Contract, and forfeiture of the Bidders security.

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.

OTHER LICENSING REQUIREMENTS: Bidders shall hold an Alarm Company Operator License issued by the State of California Department of Consumer Affairs Bureau of Security and Investigative Services.

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 or \$10,000, whichever is greater, 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 bid item number, bid item description including the site location and the department for whom the work will be performed, 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 respective bid item amount(s) (not by the total bid price).The percentage of each bid item

subcontracted may be submitted with the Bidder's bid or sent via email or fax to Janel Gifford, El Dorado County Department of Transportation, email-Janel.Gifford@edcgov.us, Fax-(530) 642-4988 by 4:00 p.m. on the first business day after the bid opening. The email or fax shall contain the name of each subcontractor submitted with the Bidder's bid along with the bid item number, the bid item description including site location and the department for whom the work will be performed, and the percentage of each bid item subcontracted, as described above. At the time the contract is awarded 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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION: The County of El Dorado affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

Bidder will take all necessary affirmative steps to assure that minority firms, women's business enterprises and labor surplus area firms are used when possible.

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)**

Attention is further directed to the "Nondiscrimination Clause," set forth in Section 7-1.01A (4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt State contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The specifications are applicable to all nonexempt State construction contracts and subcontracts of \$5,000 or more.

Attention is also directed to the Contract Conditions and to the draft Agreement contained in these Contract Documents for additional nondiscrimination and fair employment practices provisions that will apply to this federal-aid contract.

The Department of Transportation hereby notifies all Bidders that it will affirmatively ensure that in any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for the award.

PREVAILING WAGE REQUIREMENTS: In accordance with the provisions of California Labor Code Sections 1770 et seq., including but not limited to Sections 1773, 1773.1, 1773.2, 1773.6, and 1773.7, 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 requests to the California 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 Department of Transportation's principal office, and are available upon request, and in case of projects involving federal funds, federal wage requirements as predetermined by the United States Secretary of Labor have been included in the Contract Documents. Addenda to modify the Federal minimum wage rates, if necessary, will be issued as described in the Project Administration section of this Notice to Bidders.

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

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).

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.

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 Base Bid-Schedule A 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).**

BID PROTEST PROCEDURE: The protest procedure is intended to handle and resolve disputes related to the bid award for this project pursuant to Title 45 Code of Federal Regulations Subchapter A Part 92 Section 92.36 (b) (12)(i)-(ii) and County of El Dorado policies and procedures. A protestor must exhaust all administrative remedies with the County of El Dorado before pursuing a protest with a Federal Agency. Reviews of protests by the Federal agency will be limited to:

(i.) Violations of Federal law or regulations and the standards of 45 CFR Part 92 Section 92.36 (b) (12) (i)-(ii). Violations of State of California or local law will be under the jurisdiction of the State of California or the County of El Dorado; and

(ii.) Violation of the County of El Dorado's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the County of El Dorado.

The protest procedure is an extension of the formal bid process and allows those who wish to protest the recommendation of an award after bid the opportunity to be heard.

Policy: Upon completion of the bid evaluation, the Department of Transportation shall notify all bidders of the recommendation of award, the basis therefore, and the date and time on which the recommendation for award will be considered and acted upon by the Board of Supervisors. All bidders may attend the Board of Supervisors meeting at the time the agenda item is considered, address the Board of Supervisors, and be heard.

Procedure: If a bidder wishes to protest the award, the procedure shall be as follows:

1. The Department of Transportation will review the bids received in a timely fashion under the terms and conditions of the Notice to Bidders, and notify the bidders in writing, at the address designated in the bid, of its recommendation including for award or rejection of bids ("All Bidders Letter").

2. Within five (5) working days from the date of the "All Bidders Letter," the bidder protesting the recommendation for award shall submit a letter of protest to the County of El Dorado, Department of Transportation, Attention Janel Gifford, Department of Transportation, 2441 Headington Road, Placerville, California 95667 and state in detail the basis and reasons for the protest. The bidder must provide facts to support the protest, including any evidence it wishes to be considered, together with the law, rule, regulation, or criteria on which the protest is based.

3. If the Department of Transportation finds the protest to be valid, it may modify its award recommendations and notify all bidders of that decision. If the Department of Transportation does not agree with the protest, or otherwise fails to resolve the protest, the Department of Transportation will notify the bid protestor and all interested parties of its decision and the date and time that the recommendation for award will be agendized for the Board of Supervisors' consideration and action. The Department of Transportation shall also include in its report to the Board of Supervisors the details of the bid protest.

4. The bidder may attend the Board of Supervisors meeting at which the recommendation and bid protest will be considered. The Board of Supervisors will take comment from the bidder, staff, and members of the public who wish to speak on the item. In

the event that the bidder is not in attendance at that time, the bid protest may be dismissed by the Board of Supervisors without further consideration of the merits; and

In its discretion, the County of El Dorado may accept or reject any bids. The decision of the Board of Supervisors shall be final in accepting or rejecting the bid protest, awarding the bid, or rejecting any or all bids.

AWARD OF CONTRACT: Bids will be considered for award by the Board of Supervisors. 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 contract may be awarded based on either:

1. The total bid for the Base Bid-Schedule A only;
2. The total amount bid for both the Base Bid-Schedule A and the Additive Alternate Bid-Schedule B.

The County reserves the right to reject all bids.

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 responsive, responsible Bidder.

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 Janel Gifford in the El Dorado County Department of Transportation, 2441 Headington Road, Placerville, CA 95762, telephone: (530) 642-4988. 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 Contract Documents and Plans or written responses to bidders' inquiries. Responses to bidders' inquiries and addenda will be posted on the Department of Transportation website at www.edcgov.us/Government/DOT/Bids.aspx. It is the bidders' responsibility to check this website for responses and addenda during the bid period.

BY ORDER OF the Director of the Department of Transportation, County of El Dorado, State of California.

Authorized by the Board of Supervisors on _____ 2011 at Placerville, California.

By _____
James W. Ware, P.E.
Director of Transportation

**COUNTY OF EL DORADO
DEPARTMENT OF TRANSPORTATION
FACILITIES ENGINEERING DIVISION**

**ACCESS CONTROL/CCTV/INTRUSION ALARM SYSTEM
for the
HUMAN SERVICES/ CHILD SUPPORT SERVICES/ HEALTH SERVICES DEPARTMENTS
PLACERVILLE & SOUTH LAKE TAHOE
CONTRACT NO. PW 10-30566, CIP No. 90400**

INSTRUCTIONS TO BIDDERS

1. Bids are requested for a general construction contract and a monitoring and maintenance contract, for work described in general, as follows:

**ACCESS CONTROL/CCTV/INTRUSION ALARM SYSTEM
for the
HUMAN SERVICES/ CHILD SUPPORT SERVICES/ HEALTH SERVICES DEPARTMENTS
PLACERVILLE & SOUTH LAKE TAHOE
CONTRACT NO. PW 10-30566, CIP No. 90400**

2. The County of El Dorado will receive sealed bids from Bidders as stipulated in the Notice to Bidders.
3. The apparent low bid will be based on the total amount bid for both the Base Bid-Schedule A and Additive Alternate Bid-Schedule B. All Bidders are required to submit bids on all bid items.
4. 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.
5. Bidders must submit cash, a cashier's check, a certified check or a corporate surety bond of not less than ten percent (10%) of amount bid for Base Bid-Schedule A, payable to the County of El Dorado, with their Bids. The required form of corporate surety bond, County of El Dorado Bidder's Bond, is provided in the Proposal. Bids submitted without necessary bid security will be deemed nonresponsive and will not be considered.
6. Bidders must submit names of all subcontractors and their respective bid item(s) to be subcontracted on the Subcontractors Listing form for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total bid or \$10,000, whichever is greater. 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 bid item number, bid item description including site location and the department for whom the work will be performed, 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 respective bid item amount(s) (not by the total bid price). Any violation of this provision may result in Bid being deemed nonresponsive and not being considered.
7. Bidders must submit Non-Collusion Affidavit form with their bids. Bids submitted without the affidavit will be deemed nonresponsive and will not be considered.
8. Bidders must supply all information required by Bid 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.

9. Pre-Bid / Site Visit Meetings will be held as referenced in the Notice to Bidders. These meetings will be held in the various sites. Representatives of Human Services, Child Support Services, and Health Services Departments will be present at the pre-bid meetings, as applicable, to describe the individual security needs. Attendance at the pre-bid meeting for each site for each department is mandatory and only the bids of firms with representatives in attendance will be considered for evaluation and award. In order to limit the disruption to the conduct of business, the meeting dates for the locations listed in the Notice to Bidders will be the only opportunity for bidders to visit the sites. The Bidder's representative will be required to sign an attendance sheet for each location for each department and provide the name of the firm being represented. The County will post on the Department of Transportation'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 Meetings. 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 Meetings shall constitute the sole and exclusive record and statement of the results of the Pre-Bid / Site Visit Meetings.
10. **Bids shall be clearly written without erasures, overwrites, use of correction fluid or tape, or deletions. The County reserves the right to reject any Bid containing erasures, overwrites, correction fluid or tape, or deletions.**
11. Bidders may not modify Bid Form or qualify their Bids.
12. 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 at each site and has examined thoroughly and understands the nature and extent of the Contract Documents, Work, Sites, 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.
13. All questions about the meaning or intent of the Bid Documents are to be directed as described in the Notice to Bidders. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda and posted on the Department's website www.edcgov.us/Government/DOT/Bids.aspx. It is the Bidders' responsibility to check this website for responses and addenda during the bid period. Questions received less than seven (7) days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
14. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the Project Manager.
15. Addenda shall be acknowledged in Bid Form by number and shall be part of Contract Documents.
16. Substitutions: Bids shall be based on products and systems specified in the Contract Documents. The successful Bidder and materials suppliers may submit requests for substitutions up to five (5) days following the Notice of Award. Requests for substitutions shall contain sufficient information to assess acceptability of product or system and impact on Project. Insufficient information shall be grounds for rejection of substitution. The County will not accept submittals of substitutions before the Notice of Award.
17. Bids will be received in person at the Clerk of the Board of Supervisors, in the Board of Supervisors Office at 330 Fair Lane, Placerville, CA 95667. Bids may be received by mail to the Clerk of the Board of Supervisors, in the Board of Supervisors Office at 330 Fair Lane, Placerville, CA 95667.
 - (A) Envelopes or boxes containing Bids that are mailed must be sealed, and marked with the name and address of the Bidder and addressed to the County as follows:

**“ACCESS CONTROL/CCTV/INTRUSION ALARM SYSTEM
for the
HUMAN SERVICES/ CHILD SUPPORT SERVICES/ HEALTH SERVICES DEPARTMENTS
PLACERVILLE & SOUTH LAKE TAHOE”
CONTRACT NO. PW 10-30566, CIP No. 90400**

TO BE OPENED AT 2:00 PM , Thursday, February 3, 2011

c/o County of El Dorado
Clerk of the Board of Supervisors
330 Fair Lane
Placerville, CA 95667

- (B) Envelopes or boxes containing Bids that are delivered by hand must be sealed, and marked with the name and address of the Bidder and addressed to the County as follows:

**“ACCESS CONTROL/CCTV/INTRUSION ALARM SYSTEM
for the
HUMAN SERVICES/ CHILD SUPPORT SERVICES/ HEALTH SERVICES DEPARTMENTS
PLACERVILLE & SOUTH LAKE TAHOE”
CONTRACT NO. PW 10-30566, CIP No. 90400**

TO BE OPENED AT 2:00 PM , Thursday, February 3, 2011

- (C) Envelopes must be submitted by date and time shown in Notice to Bidders.
- (D) Bids must be submitted with the entire Contract Document package attached.
- (E) Envelopes will be opened in public after 2:00 p.m. on Thursday, February 3, 2011, in the conference room at the Board of Supervisors Office, 330 Fair Lane, Placerville, CA.

18. **BID PROTEST PROCEDURE:** The protest procedure is intended to handle and resolve disputes related to the bid award for this project pursuant to Title 45 Code of Federal Regulations Subchapter A Part 92 Section 92.36 (b) (12)(i)-(ii) and County of El Dorado policies and procedures. A protestor must exhaust all administrative remedies with the County of El Dorado before pursuing a protest with a Federal Agency. Reviews of protests by the Federal agency will be limited to:

- i.) Violations of Federal law or regulations and the standards of 45 CFR Part 92 Section 92.36 (b) (12) (i)-(ii). Violations of State of California or local law will be under the jurisdiction of the State of California or the County of El Dorado; and
- ii) Violation of the County of El Dorado’s protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the County of El Dorado.

The protest procedure is an extension of the formal bid process and allows those who wish to protest the recommendation of an award after bid the opportunity to be heard.

Policy: Upon completion of the bid evaluation, the Department of Transportation shall notify all bidders of the recommendation of award, the basis therefore, and the date and time on which the recommendation for award will be considered and acted upon by the Board of Supervisors. All bidders may attend the Board of Supervisors meeting at the time the agenda item is considered, address the Board of Supervisors, and be heard.

Procedure: If a bidder wishes to protest the award, the procedure shall be as follows:

1. The Department of Transportation will review the bids received in a timely fashion under the terms and conditions of the Notice to Bidders, and notify the bidders in writing, at the address designated in the bid, of its recommendation including for award or rejection of bids (“All Bidders Letter”).
2. Within five (5) working days from the date of the “All Bidders Letter,” the bidder protesting the recommendation for award shall submit a letter of protest to the County of El Dorado, Department of Transportation, Attention Janel Gifford, Department of Transportation, 2441 Headington Road, Placerville, California 95667 and state in detail the basis and reasons for the protest. The bidder must provide facts to support the protest, including any evidence it wishes to be considered, together with the law, rule, regulation, or criteria on which the protest is based.
3. If the Department of Transportation finds the protest to be valid, it may modify its award recommendations and notify all bidders of that decision. If the Department of Transportation does not agree with the protest, or otherwise fails to resolve the protest, the Department of Transportation will notify the bid protestor and all interested parties of its decision and the date and time that the recommendation for award will be agendized for the Board of Supervisors’ consideration and action. The Department of Transportation shall also include in its report to the Board of Supervisors the details of the bid protest.
4. The bidder may attend the Board of Supervisors meeting at which the recommendation and bid protest will be considered. The Board of Supervisors will take comment from the bidder, staff, and members of the public who wish to speak on the item. In the event that the bidder is not in attendance at that time, the bid protest may be dismissed by the Board of Supervisors without further consideration of the merits; and

In its discretion, the County of El Dorado may accept or reject any bids. The decision of the Board of Supervisors shall be final in accepting or rejecting the bid protest, awarding the bid, or rejecting any or all bids.

19. The County reserves the right to reject any or all Bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids, re-bid, and to reject the Bid of any Bidder if the County believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the County. The County also reserves the right to waive inconsequential deviations not involving price, time or changes in the Work. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and enhanced prices for other work items.
20. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of the words.
21. In evaluating Bids, the County will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, unit prices and other data, as may be requested in the Bid Form. The County may conduct such investigations as the County deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to the County's satisfaction within the prescribed time.
22. If the contract is to be awarded, it will be awarded to the lowest responsible, responsive Bidder. If the contract is to be awarded, the award will be made for the Work in both Schedule A and Schedule B.

23. The following documents are to be executed and submitted by the apparent low Bidder after Bids have been opened and duly inspected, the contract has been awarded by the Board of Supervisors, 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.

Submit the following documents to Janel Gifford, Department of Transportation, 2441 Headington Road, Placerville, CA 95667 by 5 o'clock p.m. of the TENTH calendar day, not including Saturdays, Sundays, and legal holidays 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 a contract for the work associated with Schedule A (See Draft Construction Contract PW 10-30566) and a contract for Schedule B (See Draft Central Monitoring and Maintenance Agreement AGMT 10-53124). Submit two (2) copies of each contract, each bearing an original signature.
- ii. County of El Dorado Performance Bond: To be executed by successful Bidder and surety each with notary acknowledgement.
- 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, Article 8 and Article XX of the Draft Monitoring and Maintenance Agreement AGMT 10-53124..
- v. California Form 590 – Withholding Exemption and Federal Form W-9

END OF DOCUMENT

(Because some colored inks will not reproduce in copy machines, please use **BLACK INK** to complete this Proposal)
COMPLETING BID IN PENCIL, ERASURES, OVERWRITES, AND USE OF CORRECTION FLUID OR TAPE ARE NOT ACCEPTABLE. BID PROPOSALS WITH PENCIL, ERASURES, OVERWRITES, OR USE OF CORRECTION FLUID OR TAPE WILL BE REJECTED. ALL CHANGES MUST BE LINED OUT AND CORRECTIONS INSERTED ADJACENT TO AND INITIALED BY THE BIDDER'S AUTHORIZED REPRESENTATIVE.

PROPOSAL

(to be attached to and submitted with the bound Contract Document bid package)

**TO: THE DEPARTMENT OF TRANSPORTATION,
FACILITIES ENGINEERING DIVISION
COUNTY OF EL DORADO,
STATE OF CALIFORNIA**

for the installation of:

**ACCESS CONTROL/CCTV/INTRUSION ALARM SYSTEM
for the
HUMAN SERVICES/ CHILD SUPPORT SERVICES/ HEALTH SERVICES
DEPARTMENTS
PLACERVILLE & SOUTH LAKE TAHOE
CONTRACT NO. PW 10-30566, CIP No. 90400**

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

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 or Federal minimum 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 (available at <http://www.dot.ca.gov/hq/construc/equipmnt.html>) in effect on the date the work is accomplished, and in accordance with the General Prevailing Wage rates. The Project Plans and Contract Documents for the work to be done are entitled:

ACCESS CONTROL/CCTV/INTRUSION ALARM SYSTEM
for the
HUMAN SERVICES/ CHILD SUPPORT SERVICES/ HEALTH SERVICES
DEPARTMENTS
PLACERVILLE & SOUTH LAKE TAHOE
CONTRACT NO. PW 10-30566, CIP No. 90400

Bids are to be submitted for the entire Work including both the Base Bid-Schedule A and Additive Alternate Bid-Schedule B. The amount of the Bid for comparison purposes will be all the items in both Base Bid-Schedule A and Additive Alternate Bid-Schedule B. Failure to submit bids for the entire Work, including the Base Bid-Schedule A and the Additive Alternate Bid-Schedule B, will result in the bid being deemed non-responsive.

The Bidder shall set forth for each unit basis item of work a unit price and a total of the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for these purposes. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount of the entry in the item total column, then the amount set forth in the total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc., from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of cost.

If this Proposal is accepted and the undersigned Bidder shall fail to enter into the Contracts and furnish the two bonds in the sums required by the State Contract Act, with surety satisfaction to the County of El Dorado within ten (10) days, not including Saturdays, Sundays, and legal holidays 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 total amount bid for **Base Bid-Schedule A**.

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 the Bidder has carefully examined the location of the proposed work, the annexed proposed forms of contracts, and the Project Plans therein referred to; and the Bidder proposes, and agrees if this Proposal is accepted, that the Bidder will contract with the County of El Dorado, in the form of the copies of the Draft Contracts 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 for Schedule A and provide monitoring and maintenance as specified in the Contract for Bid Schedule B, in the manner and time therein prescribed, and according to the requirements of the Project Manager as therein set forth, and that the Bidder will take in full payment therefore the following item prices, to wit:

PROPOSAL PAY ITEMS AND BID PRICE SCHEDULE

ACCESS CONTROL/CCTV/INTRUSION ALARM SYSTEM

for the

HUMAN SERVICES/ CHILD SUPPORT SERVICES/ HEALTH SERVICES DEPARTMENTS

PLACERVILLE & SOUTH LAKE TAHOE

CONTRACT NO. PW 10-30566, CIP No. 90400

BASE BID-SCHEDULE A

**Human Services Department
3057 Briw Road, Placerville**

ITEM	DESCRIPTION	EST. QTY.	UNIT OF MEASURE	UNIT PRICE	ITEM TOTAL
Access Control System					
1	S2 NetBox Access Controller	2	EA		
2	Door Package	5	EA		
Intrusion Detection System					
3	Intrusion Detection Controller	2	EA		
4	Sonitrol Audio Sensor	3	EA		
5	Panic Button System	1	LS		
CCTV Surveillance System					
6	Video Surveillance Viewing and Recording Software	1	LS		
7	CCTV Cameras	21	EA		
Total Bid, 3057 Briw Road, Human Services Dept.					

**Child Support Services Department
3057 Briw Road, Placerville**

ITEM	DESCRIPTION	EST. QTY.	UNIT OF MEASURE	UNIT PRICE	ITEM TOTAL
Access Control System					
1	S2 NetBox Access Controller	1	EA		
2	Door Package	1	EA		
Intrusion Detection System					
3	Intrusion Detection Controller	1	EA		
4	Dual Technology Motion/IR Detector	3	EA		
5	Panic Button System	1	LS		
CCTV Surveillance System					
6	Video Surveillance Viewing and Recording Software	1	LS		
7	Existing CCTV Cameras	3	EA		
Total Bid, 3057 Briw Road, Child Support Services Dept.					

**PROPOSAL PAY ITEMS AND BID PRICE SCHEDULE
BASE BID-SCHEDULE A (cont.)**

**Human Services Department
3047 Briw Road, Placerville**

ITEM	DESCRIPTION	EST. QTY.	UNIT OF MEASURE	UNIT PRICE	ITEM TOTAL
Access Control System					
1	S2 NetBox Access Controller	1	EA		
2	Door Package	7	EA		
Intrusion Detection System					
3	Intrusion Detection Controller	1	EA		
4	Sonitrol Audio Sensor	3	EA		
CCTV Surveillance System					
5	Video Surveillance Viewing and Recording Software	1	LS		
6	CCTV Cameras	7	EA		
Total Bid, 3047 Briw Road					

**Human Services Department
937 Spring Street., Placerville**

ITEM	DESCRIPTION	EST. QTY.	UNIT OF MEASURE	UNIT PRICE	ITEM TOTAL
Access Control System					
1	S2 NetBox Access Controller	1	EA		
2	Door Package	9	EA		
Intrusion Detection System					
3	Intrusion Detection Controller	2	EA		
4	Panic Button System	1	LS		
Total Bid, 937 Spring Street					

**Health Services Department
670 Placerville Drive, Placerville**

ITEM	DESCRIPTION	EST. QTY.	UNIT OF MEASURE	UNIT PRICE	ITEM TOTAL
Access Control System					
1	S2 NetBox Access Controller	2	EA		
2	Door Package	27	EA		
Intrusion Detection System					
3	Intrusion Detection Controller	4	EA		
4	Dual Technology Motion/IR Detector	15	EA		
5	Keypad	4	EA		
6	Panic Button System	1	LS		
Total Bid, 670 Placerville Drive					

**PROPOSAL PAY ITEMS AND BID PRICE SCHEDULE
BASE BID-SCHEDULE A (cont.)**

**Health Services Department
1900 Lake Tahoe Boulevard, South Lake Tahoe**

ITEM	DESCRIPTION	EST. QTY.	UNIT OF MEASURE	UNIT PRICE	ITEM TOTAL
Access Control System					
1	S2 NetBox Access Controller	1	EA		
2	Door Package	7	EA		
Intrusion Alarm					
3	Intrusion Detection Controller	2	EA		
4	Dual Technology Motion/IR Detector	5	EA		
5	Keypad	2	EA		
6	Panic Button System	1	LS		
CCTV Surveillance System					
7	Video Surveillance Viewing and Recording Software	1	LS		
8	CCTV Cameras	2	EA		
Total Bid, 1900 Lake Tahoe Boulevard					

Web-Based Central Monitoring System and Training

ITEM	DESCRIPTION	EST. QTY.	UNIT OF MEASURE	UNIT PRICE	ITEM TOTAL
Web-Based Central Monitoring System and Training					
1	S2 Enterprise Server Central Monitoring System	1	LS		
2	Training on Systems Operation	40	HR		
Total Web Based Central Monitoring System and Training					

**PROPOSAL PAY ITEMS AND BID PRICE SCHEDULE
BASE BID-SCHEDULE A (cont.)**

3057 BRIW ROAD, Human Services	\$ _____
3057 BRIW ROAD, Child Support Services	\$ _____
3047 BRIW ROAD, Human Services	\$ _____
937 SPRING STREET, Human Services	\$ _____
670 PLACERVILLE DRIVE, Health Services	\$ _____
1900 LAKE TAHOE BLVD., Health Services	\$ _____
Web-Based Central Monitoring System and Training	\$ _____
TOTAL FOR BASE BID-SCHEDULE A	\$ _____

ADDITIVE ALTERNATE BID-SCHEDULE B

Bid for Central Monitoring, Routine System Monitoring, Maintenance and Repair and Services and Event-Driven Monitoring Services:

<u>Facility</u>	<u>Address</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Item Total</u>
Department of Human Services	3057 Briw Road Placerville, CA 95667	36	Month		
Child Support Services	3057 Briw Road Placerville, CA 95667	36	Month		
Department of Human Services	3047 Briw Road Placerville, CA 95667	36	Month		
Department of Human Services	937 Spring Street Placerville, CA 95667	36	Month		
Department of Health Services	670 Placerville Drive Placerville, CA 95667	36	Month		
Department of Health Services	1900 Lake Tahoe Blvd. South Lake Tahoe, CA 951	36	Month		
Subtotal					

Bid for Non-Routine and Emergency Repair Services:

<u>Description</u>	<u>Est. Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Item Total</u>
Monday-Friday 8:00 a.m. - 5:00 p.m. Labor Billing Rate	100	hour		
All times other than those listed above Overtime Labor Rate	50	hour		
Subtotal				

The County and the successful bidder shall enter into a separate contract for the Work shown in Additive Alternate Bid-Schedule B. The quantities listed under "Bid for Non-Routine and Emergency Repair Services" are included solely for the purpose of evaluating the bid for the Additive Alternate Bid-Schedule B Work. Parts and Materials for Non-Routine and Emergency Repair Services shall not exceed Contractor's cost plus 25%. The County will consider the unit prices bid for Additive Alternate Bid-Schedule B and the anticipated additional work related to Non-Routine and Emergency Repair Services to determine the not-to-exceed compensation for the services associated with this contract.

TOTAL FOR ADDITIVE ALTERNATE BID-SCHEDULE B \$ _____

TOTAL BID SCHEDULES A AND B \$ _____

(NOTICE: Bidder’s failure to execute the questionnaires and statements contained in this Proposal as required by applicable laws and regulations, or the determinations by El Dorado County based upon those questionnaires and statements, may prohibit award of the subject contract to the Bidder.)

MAJOR EQUIPMENT ITEMS: The Bidder shall list in the space provided herein below one named manufacturer for each type of major equipment listed in the Specifications. Any requests for substitutions for materials and equipment, including specifically those listed as major equipment, may only be made after the award. Failure to list a manufacturer for any type of equipment shall constitute submission of a non-responsive bid.

The Bidder hereby represents that Bidder will utilize the following manufacturer for each of the items of major equipment described below, and will not substitute a different manufacturer without the prior written approval of the County of El Dorado:

SPECIFICATION SECTION	EQUIPMENT	MANUFACTURER
------------------------------	------------------	---------------------

SUBCONTRACTORS LISTING

The Bidder shall list the name, address, and license number, of each subcontractor to whom the Bidder proposes to subcontract portions of the work, in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Sections 4100-4114). The Bidder shall also list the work portion to be performed by each subcontractor by listing the bid item number, bid item description including site location and the department for whom the work will be performed, 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 respective bid item amount(s) (not by the total bid price). This listing shall be attached to and be a part of the Bidder's bid.

Name	Location of Business	License No.	Bid Item Number and Bid Item Description including site location and the department for whom the work will be performed	Percentage of Each Bid Item Subcontracted

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

QUESTIONNAIRES

By my signature as a Bidder on this Proposal, I certify under penalty of perjury under the laws of the State of California that the following questionnaires and statements pursuant to Public Contract Code Sections 10162, 10232, 7106, and 10285.1 and are true and correct and that I have complied with the requirements.

Public Contract Code Section 10285.1 Statement

In conformance 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, including the Regents of the University of California or the Trustees of the California State University. 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.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, 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 conformance 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 immediately 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 Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
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 conformance with Title 23 United States Code Section 112 and Public Contract Code 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 a 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.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 45, CODE OF FEDERAL REGULATIONS, PART 92.35 AND EXECUTIVE ORDER 12549

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, or manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Bidder further agrees by submitting this Proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where any lower tier participant is unable to certify to this statement, it shall attach an explanation to its proposal to the prime contractor.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No federal or state appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal or state agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or an employee of a Member of the Legislature or Congress in connection with the awarding of any state or federal contract, including this Contract, the making of any federal grant, the making of any state or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative contract.
- (2) If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Contract, grant, local, or cooperative contract, the Bidder shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with the form instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Bidder also agrees by submitting its bid or Proposal that it shall require that the language of this certification be included in all of its subcontracts which exceed \$100,000 and that all such subcontractors shall certify and disclose accordingly. If the Bidder is awarded this Contract, it shall ensure that all subcontractors submit certifications regarding federal lobbying activities as required by Section 1352, Title 31, United States Code and that all such certifications are made a part of any subcontracts entered into as a result of this Contract.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

Accompanying this proposal is _____

(NOTICE: INSERT THE WORDS "CASH (\$___)," "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDERS BOND," AS THE CASE MAY BE)

in amount equal to at least ten percent of the **total amount bid for Schedule A.**

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) _____

Licensed in accordance with the California Department of Consumer Affairs Bureau of Security and Investigative Services

License No. _____

(A Copy of the afore-referenced licenses 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 the Bidder has complied with the requirements of Sections 4104 of the Subletting and Subcontracting Fair Practices Act and 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; and the Equal Employment Opportunity Certification; and the Title 45, Code of Federal Regulations, Part 92.35 Debarment and Suspension Certification; and the Non-lobbying Certification for Federal-Aid Contracts and the Disclosure of Lobbying Activities (Standard Form LLL); are 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 _____, 2011

at _____ County, State of _____

Date: _____



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, a political subdivision of the State of California (hereinafter referred to as "Obligee"), in the penal sum of **TEN (10) PERCENT OF THE AMOUNT BID FOR BASE BID-SCHEDULE A** of the Principal above named, submitted by said Principal to the Obligee for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the Obligee, we the Principal and Surety bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of

TEN PERCENT (10%) OF THE AMOUNT BID FOR BASE BID-SCHEDULE A

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

**ACCESS CONTROL/CCTV/INTRUSION ALARM SYSTEM
for the
HUMAN SERVICES/ CHILD SUPPORT SERVICES/ HEALTH SERVICES DEPARTMENTS
PLACERVILLE & SOUTH LAKE TAHOE
CONTRACT NO. PW 10-30566, CIP No. 90400**

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 Obligee, 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.)

SURETY

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)

AGREEMENT

**County of El Dorado, State of California
Department of Transportation
Facilities Engineering Division**

Contract No. PW 10-30566, CIP No. 90400

**ACCESS CONTROL/CCTV/INTRUSION ALARM SYSTEM
for the
HUMAN SERVICES/ CHILD SUPPORT SERVICES/ HEALTH SERVICES
DEPARTMENTS
PLACERVILLE & SOUTH LAKE TAHOE**

THIS AGREEMENT ("Agreement") approved by the Board of Supervisors this ___st day of ____, in the year of 2011, made and concluded, in duplicate, between the COUNTY OF EL DORADO, a political subdivision of the State of California, by the Department of Transportation 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 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 (to the United States) is so required.

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

**ACCESS CONTROL/CCTV/INTRUSION ALARM SYSTEM
for the
HUMAN SERVICES/ CHILD SUPPORT SERVICES/ HEALTH SERVICES
DEPARTMENTS
PLACERVILLE & SOUTH LAKE TAHOE**

The project locations are 3047 Briw Road, 3057 Briw Road, 670 Placerville Drive and 937 Spring Street Placerville; 1900 Lake Tahoe Blvd., South Lake Tahoe. The Work to be done is shown on the Plans, described in the Technical Specifications and generally consists of, but is not limited to:

The furnishing of all labor, materials, and equipment for installation of Access Control/CCTV/Intrusion Alarm Systems at the Human Services/ Child Support Services/ Health Services Departments offices in Placerville and South Lake Tahoe locations.

Article 2. CONTRACT DOCUMENTS

The Contract Documents consist of: the Notice to Bidders; the Invitation to Bidders, the bid forms which include the accepted Proposal, Bid Price Schedules and Total Bid, Subcontractors Listing, Equal Employment Opportunity Certification, Section 10285.1 Statement, Section 10162 Questionnaire, Section 10232 Statement, Noncollusion Affidavit, Debarment and Suspension Certification, Non-lobbying Certification for Federal-Aid Contracts, Disclosure of Lobbying Activities (Standard Form LLL); the Contract which includes this Agreement with all Exhibits thereto, the Performance Bond, and Payment Bond, the drawings listed and identified as the Project Plans; the Contract Specifications, including the Contract Conditions, the Federal Provisions, and the Technical Specifications; all Addenda incorporated in those documents before their execution, and all Architect's Supplemental Instructions, Construction Change Directives, and Contract Change Orders 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. COVENANTS AND CONTRACT PRICE

County hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the material and to do the Work according to the terms and conditions of the Contract Documents herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained. County shall pay Contractor for the completion of the Work in accordance with the Contract Documents in current funds the Contract Prices named in Contractor's Bid and Bid Price Schedule, a copy of which is attached hereto as Exhibit A.

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, and the Work shall be fully completed within the time specified in the Notice to Proceed pursuant to Section 3 of the Contract Conditions.

County and Contractor recognize that time is of the essence of the Agreement and that County will suffer financial loss if the Work is not completed within the time 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 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 **Eight Hundred dollars (\$800) 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.

Article 5. INDEMNITY

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold the County and its officers, directors, and employees, and any federal government agencies associated with this Contract, 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 or federal government agency 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, , or any federal government agencies, the Contractor, subcontractors or employees of any of these, except for the active, or sole negligence of the County or any federal government agencies its (their) officers and employees, or where expressly prescribed by statute.

The duty to indemnify and hold harmless the County and any federal government agencies associated with this Contract 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.

Article 6. 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 Contract 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's work performed under this Agreement at no expense to County during the term of this Agreement and for a period of one (1) year after Contract Acceptance.

If a warranty or guarantee exceeding one (1) year is provided by the supplier or manufacturer of any equipment or materials used in this Project, or if a warranty or guarantee exceeding one (1) year is required elsewhere in these Contract Documents, then the guarantee for such equipment or materials shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials, and Contractor shall supply County with all warranty and guaranty documents relative to equipment and materials incorporated in the job and guaranteed by its suppliers or manufacturers.

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

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

Article 7. VENUE

Any litigation arising out of this Contract shall be brought in El Dorado County and governed by California law.

Article 8. 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 9. 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 10. 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 Project Manager, if one is appointed, or violates any of the Contract assurances, nondiscrimination provisions or any other federal or state requirements as identified in "Compliance with Federal, State, and Local Agency Requirements" of the Federal Provisions, 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) 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) 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) 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.

If the Surety assumes any part of the Work, it shall take Contractor's place in all respects for that part and shall be paid by County for all Work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due Contractor at the time of its default shall be payable to the Surety as the work progresses, subject to the terms of this Contract.

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 11. 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 12. 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 13. RETAINAGE

The 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 14. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 45 CFR Part 92 in the award and administration of United States Department of Health and Humans Services-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as County deems appropriate. Contractor shall include this assurance in every subcontract entered into as a result of this Agreement.

Article 15. PROMPT PAYMENT OF SUBCONTRACTORS

Prompt Progress Payment to Subcontractors

A prime Contractor or subcontractor shall pay to any subcontractor not later than ten (10) days of receipt of each progress payment, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor.

Prompt Payment of Withheld Funds to Subcontractors

County shall hold retainage from the prime Contractor, as determined by the County, of the contract work and and pay retainage to the prime Contractor in accordance with the Contract Documents. The prime Contractor or subcontractor shall return all monies withheld in retention from the subcontractor within thirty (30) days after receiving payment of withheld funds from the County or prime contractor as applicable.. Any violation of this provision shall subject the violating Contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial

remedies otherwise available to prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by prime contractor, deficient subcontract or performance, and/or noncompliance by a subcontractor.

Article 16. PREVAILING WAGE REQUIREMENTS

In accordance with the provisions of California Labor Code Sections 1770 et seq., including but not limited to Sections 1773, 1773.1, 1773.2, 1773.6, and 1773.7, 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 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.

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 Department of Transportation's principal office, and are available upon request, and in case of projects involving federal funds, federal wage requirements have been included in the Contract Documents.

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

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).

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.

Article 17. NONDISCRIMINATION

A. In connection with its performance under this Contract, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Contract including, but not limited to the following: Contractor, its employees, subcontractors and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section. Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor, its

employees, subcontractors and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its subcontracts that affect or are related to the Work performed herein.
- C. Contractor's signature executing this Contract shall provide any certifications necessary under the federal laws and the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

Article 18. CONTRACTOR ASSURANCES

By executing this Contract, Contractor certifies that it:

- a. Will abide by all administrative, contractual or legal remedies in instances where Contractor violates or breaches contract terms, and will comply with sanctions and penalties as the Contract Administrator deems appropriate.
- b. Will comply with the termination for cause and termination for convenience provisions of the Contract including the manner by which such termination may be effected and the basis for settlement afforded by those provisions.
- c. Will comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- d. Will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- e. Will comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR part 3).
- f. Will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- g. Will comply with County and United States Department of Health and Human Services requirements and regulations pertaining to: (a) reporting; (b) patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Contract; and (c) copyrights and rights in data.
- h. Will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 [h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- i. Will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. : 94-163, 89 Stat. 871).

Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.

Article 19. 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 20. CONTRACT ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Thomas A. Fossum,, P.E. Supervising Civil Engineer, Department of Transportation, or successor.

Article 21. AUTHORIZED SIGNATURES

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

Draft

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

COUNTY OF EL DORADO

Dated _____

Board of Supervisors
Attest:
Suzanne Allen de Sanchez,
Clerk of the Boars of Supervisors

Dated _____

Deputy Clerk

CONTRACTOR

Dated _____

By _____
Contractor License No. Federal Employer Identification Number

By _____
Corporate Secretary

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"

**EXHIBIT A
CONTRACTOR'S BID AND BID SCHEDULE**

**ACCESS CONTROL/CCTV/INTRUSION ALARM SYSTEM
for the
HUMAN SERVICES/ CHILD SUPPORT SERVICES/ HEALTH SERVICES DEPARTMENTS
PLACERVILLE & SOUTH LAKE TAHOE
CONTRACT NO. PW 10-30566, CIP No. 90400**

**Human Services Department
3057 Briw Road, Placerville**

ITEM	DESCRIPTION	EST. QTY.	UNIT OF MEASURE	UNIT PRICE	ITEM TOTAL
Access Control System					
1	S2 NetBox Access Controller	2	EA		
2	Door Package	5	EA		
Intrusion Detection System					
3	Intrusion Detection Controller	2	EA		
4	Sonitrol Audio Sensor	3	EA		
5	Panic Button System	1	LS		
CCTV Surveillance System					
6	Video Surveillance Viewing and Recording Software	1	LS		
7	CCTV Cameras	21	EA		
Total Bid, 3057 Briw Road, Human Services Dept.					

**Child Support Services Department
3057 Briw Road, Placerville**

ITEM	DESCRIPTION	EST. QTY.	UNIT OF MEASURE	UNIT PRICE	ITEM TOTAL
Access Control System					
1	S2 NetBox Access Controller	1	EA		
2	Door Package	1	EA		
Intrusion Detection System					
3	Intrusion Detection Controller	1	EA		
4	Dual Technology Motion/IR Detector	3	EA		
5	Panic Button System	1	LS		
CCTV Surveillance System					
6	Video Surveillance Viewing and Recording Software	1	LS		
7	Existing CCTV Cameras	3	EA		
Total Bid, 3057 Briw Road, Child Support Services Dept.					

**Human Services Department
3047 Briw Road, Placerville**

ITEM	DESCRIPTION	EST. QTY.	UNIT OF MEASURE	UNIT PRICE	ITEM TOTAL
Access Control System					
1	S2 NetBox Access Controller	1	EA		
2	Door Package	7	EA		
Intrusion Detection System					
3	Intrusion Detection Controller	1	EA		
4	Sonitrol Audio Sensor	3	EA		
CCTV Surveillance System					
5	Video Surveillance Viewing and Recording Software	1	LS		
6	CCTV Cameras	7	EA		
Total Bid, 3047 Briw Road					

**Human Services Department
937 Spring Street., Placerville**

ITEM	DESCRIPTION	EST. QTY.	UNIT OF MEASURE	UNIT PRICE	ITEM TOTAL
Access Control System					
1	S2 NetBox Access Controller	1	EA		
2	Door Package	9	EA		
Intrusion Detection System					
3	Intrusion Detection Controller	2	EA		
4	Panic Button System	1	LS		
Total Bid, 937 Spring Street					

**Health Services Department
670 Placerville Drive, Placerville**

ITEM	DESCRIPTION	EST. QTY.	UNIT OF MEASURE	UNIT PRICE	ITEM TOTAL
Access Control System					
1	S2 NetBox Access Controller	2	EA		
2	Door Package	27	EA		
Intrusion Detection System					
3	Intrusion Detection Controller	4	EA		
4	Dual Technology Motion/IR Detector	15	EA		
5	Keypad	4	EA		
6	Panic Button System	1	LS		
Total Bid, 670 Placerville Drive					

Health Services Department
 1900 Lake Tahoe Boulevard, South Lake Tahoe

ITEM	DESCRIPTION	EST. QTY.	UNIT OF MEASURE	UNIT PRICE	ITEM TOTAL
Access Control System					
1	S2 NetBox Access Controller	1	EA		
2	Door Package	7	EA		
Intrusion Alarm					
3	Intrusion Detection Controller	2	EA		
4	Dual Technology Motion/IR Detector	5	EA		
5	Keypad	2	EA		
6	Panic Button System	1	LS		
CCTV Surveillance System					
7	Video Surveillance Viewing and Recording Software	1	LS		
8	CCTV Cameras	2	EA		
Total Bid, 1900 Lake Tahoe Boulevard					

Web-Based Central Monitoring System and Training

ITEM	DESCRIPTION	EST. QTY.	UNIT OF MEASURE	UNIT PRICE	ITEM TOTAL
Web-Based Central Monitoring System and Training					
1	S2 Enterprise Server Central Monitoring System	1	LS		
2	Training on Systems Operation	40	HR		
Total Bid, Web Based Central Monitoring System and Training					

3057 BRIW ROAD, Human Services	\$ _____
3057 BRIW ROAD, Child Support Services	\$ _____
3047 BRIW ROAD, Human Services	\$ _____
937 SPRING STREET, Human Services	\$ _____
670 PLACERVILLE DRIVE, Health Services	\$ _____
1900 LAKE TAHOE BLVD., Health Services	\$ _____
Web-Based Central Control System and Training	\$ _____
TOTAL BID	\$ _____

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 **Contract No. PW 10-30566, CIP No. 90400 for the Access Control/CCTV/Intrusion Alarm Systems for HuSD/CSD/HeSD** in strict conformity with the terms and conditions set forth in the Contract hereto annexed, then this obligation shall be null and void; otherwise this bond shall remain in full force and effect and the said Surety will complete the Contract work under its own supervision, by Contract or otherwise, and pay all costs thereof for the balance due under terms of the Contract, and the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work.

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

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

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

Dated: _____, 20____.

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

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

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

NOTARY ACKNOWLEDGMENTS ATTACHED

PRINCIPAL

ACKNOWLEDGMENT

State of California

County of _____

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

personally appeared _____

_____ ,

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

SURETY

ACKNOWLEDGMENT

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

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:

**ACCESS CONTROL/CCTV/INTRUSION ALARM SYSTEM
for the
HUMAN SERVICES/ CHILD SUPPORT SERVICES/ HEALTH SERVICES DEPARTMENTS
PLACERVILLE & SOUTH LAKE TAHOE
CONTRACT NO. PW 10-30566, CIP No. 90400**

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
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

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)

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

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

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

CL	Type of Insurance Coverage	Policy Number	Policy Effective Date	Policy Expiration Date	Limits of Liability (in Thousands)
	GENERAL LIABILITY <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 \$
	ARCHITECT'S AND/OR ENGINEER'S PROFESSIONAL LIABILITY <input type="checkbox"/> Claims Made <input type="checkbox"/> Project				GENERAL AGGREGATE \$ EACH CLAIM \$ DEDUCTIBLE \$
	AUTOMOBILE LIABILITY <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 \$
	EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other Than Umbrella Form				EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKER'S COMPENSATION				-----STATUTORY-----
	EMPLOYER'S LIABILITY				(EACH ACCIDENT) \$ (DISEASE - POLICY LIMIT) \$ (DISEASE - EACH EMPLOYEE) \$
	OTHER <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:

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:

CONTRACTOR'S GUARANTEE

**ACCESS CONTROL/CCTV/INTRUSION ALARM SYSTEM
for the
HUMAN SERVICES/ CHILD SUPPORT SERVICES/ HEALTH SERVICES
DEPARTMENTS
PLACERVILLE & SOUTH LAKE TAHOE
CONTRACT NO.PW 10-30566, CIP No. 90400**

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 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 _____, 2011.

CONTRACTOR

By _____

Title _____

By _____

Title _____

Contractor

Monitoring and Maintenance Agreement for Access Control/CCTV/Intrusion Alarm System for the Human Services/Child Support/Health Services Departments

AGREEMENT FOR SERVICES # AGMT 10-53124

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Contractor, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 7120 Redwood Boulevard, Novato, California 94945, (hereinafter referred to as "Contractor");

R E C I T A L S

WHEREAS, County has determined that it is necessary to obtain a Contractor to assist its Department of Transportation in performing services necessary to provide and operate a central monitoring station; routine system monitoring, maintenance, and repair services, and event-driven monitoring services; and non-routine and emergency repair services for the access control/CCTV/Intrusion Alarm System (system) installed by Contractor for the Human Services/Child Support/Health Services Departments (HS/CS/HSD) under the Department of Transportation's Public Works contract PW 10-30566;

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws and ordinances applicable to the work, including compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775;

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest, and authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor agrees to provide and operate an Underwriter's Laboratory (UL) certified central monitoring station that provides for monitoring of audio listening security devices and/or motion/infrared security devices, monitoring of closed circuit (CC) TV cameras, and monitoring of access control systems. Contractor agrees to furnish personnel, equipment, parts, materials, supplies and services necessary to provide routine system monitoring, maintenance, and repair services, and event-driven monitoring services; and non-routine and emergency repair services for the Access Control /CCTV/Intrusion Alarm System installed by Contractor for the Human Services/Child Support/Health Services Departments (HS/CS/HSD) under the Department of Transportation's Public Works contract PW 10-30566. Routine system monitoring, maintenance, and repair services shall include, but not be limited to, repairs due to normal wear and tear; system adjustment and testing; remote monitoring to identify system irregularities or malfunctions; upgrades and updates to web-based programs and Firmware hardware for system management; annual health check of system; and as-requested technical support and training for County staff managing systems. Event-driven monitoring services shall include, but not be limited to, notifying emergency responder(s) and, where applicable, providing live audio feed when the central monitoring station is notified of an event. Non-routine repair services shall include, but not be limited to, repair of Access Control/CCTV/Intrusion Alarm System equipment necessary due to damage or use beyond normal wear and tear.

Service locations shall include, but not be limited to, those facilities as identified in Exhibit A, marked "Schedule of Fees and Service Locations," incorporated herein and made by reference a part hereof. In the event of a change in the locations to be serviced, the Contract Administrator will provide Contractor with a revised list of locations. When a new location is added, Contractor and the Contract Administrator shall mutually agree on the fee for the new location. Each such revised list shall be attached to this Agreement as an addendum. The effective date of the changes in locations shall be indicated on the revised list. Nothing in this agreement shall affect the Contractor's guarantee obligations pursuant to Public Works Contract PW 10-50366.

Routine System Monitoring, Maintenance, and Repair Services and Event-Driven Monitoring

Upon full execution of this Agreement, the Contract Administrator will issue a single written Notice to Proceed for all of the routine system monitoring, maintenance, and repair services and all event-driven monitoring services to be provided under this Agreement. Contractor shall not commence work on any of the routine system monitoring, maintenance, and repair monitoring services and/or event-driven monitoring services until receiving the Notice to Proceed. No payment will be made for any work performed prior to the date specified in the Notice to Proceed. The schedule for routine system maintenance and repair services shall be mutually agreed upon by the Contract Administrator and Contractor in advance of the services.

Non-routine Repair Services

For each non-emergency repair service required beyond routine maintenance services, Contractor will provide a written quote to the Contract Administrator. Upon receipt and approval of each quote, the Contract Administrator will issue a separate written Work Order to Contractor for each non-routine repair service work assignment identifying the specific site where the work will be performed, a description of the work, a specific date by which the work shall be completed and a not-to-exceed cost to complete the work. Contractor shall not commence work until receiving the written Work Order. No payment will be made for any non-routine repair work performed prior to the issuance of the written Work Order.

Emergency Repair Services

For repair services work to be performed on an emergency basis, as determined by the Contract Administrator, authorization to perform the work necessary to ensure that property is protected may occur through verbal or email communication to Contractor. Any verbal or email authorization to perform emergency repair services under this Agreement will be confirmed to Contractor by a written Work Order issued by the Contract Administrator within seventy-two (72) hours of the verbal or email authorization. Contractor shall respond on-site to all emergency service requests on the same day as the request is made. Contractor shall be available to provide emergency services seven (7) days per week, twenty-four (24) hours per day.

Access Control and Intrusion Alarm System

Contractor shall have a service center within a two (2)-hour radius of the project sites and shall stock appropriate spare parts to respond and rectify any malfunctions within four (4) hours. Contractor agrees to dispatch a technician to repair any malfunction that renders the system inoperable within two (2) hours of notification of failure, and to provide a security guard, at Contractor's expense, to protect the site if the system can not be made operable the same day.

CCTV System

Contractor shall replace any component of the CCTV system that fails and is unable to be repaired with the same or comparable component.

Contractor shall provide a comparable loaner piece of equipment if part of the CCTV system fails and needs to be sent out for repair so the system will remain operational.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire three (3) years thereafter.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoices detailing the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit A herein.

The total amount of this Agreement shall not exceed \$_____, inclusive of all Work Orders, costs, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Work Order number both on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices which include charges for parts or materials furnished by Contractor shall be accompanied by backup documentation to substantiate Contractor's actual cost for the parts or materials billed. When Work Orders are involved, Contractor shall bill County for only one Work Order per invoice. Invoices shall be mailed to County at the following address:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667
Attn.: Administration Division – Accounts Payable

or to such other location as County directs.

ARTICLE IV

Prevailing Wage: County requires Contractor's services on public works project(s) involving local, state and/or federal funds to which prevailing wage requirements may apply. As a consequence, Contractor shall comply with all applicable state and federal prevailing wage rates, statutes, rules and regulations then in effect. In the event of conflict between applicable federal and state provisions, the higher prevailing wage rate shall apply. Contractor shall use the general prevailing wage rates determined by the Director of Industrial Relations for the county in which the work is to be done, which are available at the offices of the District Director of Transportation for the district in which the work is situated. Changes, if any, to the general prevailing wage rates will be available at the same location.

Federal minimum wage rates are determined by the United States Secretary of Labor and may be examined at the office described above. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Contractor shall comply with all applicable wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810 and 1813. In accordance with the provisions of Labor Code Section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Contractor and any subcontractor authorized under this Contract shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

ARTICLE V

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

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

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

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

ARTICLE VI

Records Examination and Audit Requirements: Contractor and its subcontractors, if any are authorized hereunder, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Contract, including but not limited to, the costs of administering the various aspects of the Contract. In accordance with Government Code Section 8546.7, all of the above-referenced parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date that final payment by County and all other pending matters are closed. Representatives of County, the United States Department of Health and Human Services, the United States Comptroller General, and any duly authorized representative of other government agencies shall have access to any books, documents, papers and records that are pertinent to the Contract for audit, examination, excerpts, and transactions and copies thereof shall be furnished upon request.

ARTICLE VII

Payment of all Federal, State or City Taxes: Any federal, state or city tax payable on the articles furnished by Contractor under this Agreement shall be included in rates quoted herein and shall be paid by Contractor.

ARTICLE VIII

Compliance with all Applicable Laws: Contractor shall conform to and abide by all federal, state and local building, labor, environmental 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 Marshal, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code, California Plumbing Code, and any and all other applicable laws and regulations. Nothing in this Agreement, including but not limited to, any directions, plans or specifications provided to Contractor, is to be construed to permit work not conforming to these codes.

ARTICLE IX

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

ARTICLE X

Workers' Compensation: 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 the work of this Contract.

Signed: _____ Dated: _____

ARTICLE XI

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

ARTICLE XII

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during the term hereof.

ARTICLE XIII

Confidentiality: Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Department of Transportation for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XIV

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE XV

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE XVI

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, 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 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 Agreement to the contrary, County shall give notice of cancellation of this Agreement 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 Agreement. Upon the effective date of such notice, this Agreement 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 services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XVII

Default, Termination, and Cancellation:

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired.

- B. Bankruptcy: This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days' written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Contractor, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XVIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Department of Transportation
[2441 Headington Road](#)
[Placerville, California 95667](#)

With a Copy To:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn.: [Name of Contract Administrator](#)
Title

Attn.: Contract Services Unit

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

~~Contractor
7120 Redwood Boulevard
Novato, CA 94945~~

Attn.: ~~Name, Title~~

or to such other location as Contractor directs.

ARTICLE XIX

Indemnity: Contractor shall defend, indemnify, and hold County harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to, or death of, any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers and employees, or as expressly provided by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XX

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 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.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Contractor in performance of the Agreement.
- D. In the event Contractor is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Contractor shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement, inclusive of the guarantee/warranty period specified hereinbelow. 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 County's Risk Management Division, and Contractor agrees that no work or services shall be performed prior to the giving of such approval.

- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without 30-day prior written notice to County; and
 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 general and excess liability insurance policies.
- I. Contractor's insurance coverage shall be primary insurance as respects County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XXI

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-10 Electrical** Contractor License or C-7 Low Voltage Systems Contractor as required by the categories and types of work to be performed under this Agreement. Copies of Contractor's State Contractors' license(s) must be provided with this Agreement.

Contractor warrants and represents that it holds a valid California Alarm Company Operator's license issued by the California Department of Consumer Affairs Bureau of Security and Investigative Services. A copy of Contractor's Alarm Company Operator license must be provided with this Agreement.

ARTICLE XXII

Business License: County's 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 County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXIII

Environmental and Toxic Warranty: Contractor warrants that its operations concerning the services and materials provided under this Agreement 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.

ARTICLE XXIV

Guarantees:

- A. Notwithstanding the one (1)-year guarantee associated with the Public Works contract PW 10-30566, Contractor shall guarantee all materials, parts and equipment furnished and work performed for a period of one (1) year. Contractor warrants and guarantees for a period of one (1) year from the date of invoice 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. County 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, County may do so and charge Contractor the cost thereby incurred.
- B. If a guaranty exceeding one (1) year is provided by the supplier or manufacturer of any parts or equipment used in the performance of services under this Agreement, then the guarantee for such materials shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such parts, equipment and materials, and Contractor shall supply County with all warranty and guaranty documents relative to parts, equipment and materials incorporated in the services provided and guaranteed by its suppliers or manufacturers.
- C. Notwithstanding the warranties on equipment installed under the Public Works contract PW 10-30566, Contractor warrants to County that materials, parts and equipment furnished under this Agreement will be of good quality and new, unless otherwise required or permitted by the Agreement, that the work performed will be free from defects or flaws and is of the highest quality of workmanship and that the services provided will conform with the requirements of the Agreement. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

ARTICLE XXV

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXVI

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract

connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XXVII

California Residency (Form 590): All independent Contractors providing services to 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. Contractor will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Contractor during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXVIII

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

ARTICLE XXIX

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.

ARTICLE XXX

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

ARTICLE XXXI

Year 2000 Compliance: Contractor agrees that all hardware and software developed, distributed, installed, programmed, or employed as a result of this order will comply with ISO 9000 date format to correctly manipulate and present date-sensitive data.

Upon delivery of product and thereafter, the date and date logic component shall effectively and efficiently operate using a four-digit year.

Upon written notification by County of any hardware or software failure to comply with ISO 9000 date format, Contractor will replace or correct the failing component with compliant hardware or software immediately, at no cost to County.

ARTICLE XXXII

Compliance with Federal Requirements: Contractor shall conform to and abide by the Federal Requirements listed in Exhibit B "Federal Provisions" incorporated herein and made by reference a part here of.

ARTICLE XXXIII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is ~~Tom Celio, Deputy Director, Maintenance and Operations Division, Department of Transportation~~, or successor.

ARTICLE XXXIV

Authorized Signatures: The parties to this Agreement 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.

ARTICLE XXXV

Partial Invalidity: If any provision of the 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 XXXVI

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.

Contract Administrator Concurrence:

By: _____ Dated: _____
Tom Celio
Deputy Director
Maintenance and Operations Division
Department of Transportation

Requesting Department Concurrence:

By: _____ Dated: _____
James W. Ware, P.E.
Director of Transportation

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

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

-- CONTRACTOR --

By: _____

Dated: _____

Name
Title
"Contractor"

By: _____

Dated: _____

Name
Corporate Secretary

Contractor

Exhibit A

Schedule of Fees and Service Locations

Fees for Central Monitoring, Routine System Monitoring, Maintenance and Repair and Services and Event-Driven Monitoring Services:

Facility	Address	Charge
Department of Human Services	3057 Briw Road Placerville, CA 95667	\$_____/ month
Child Support Services	3057 Briw Road Placerville, CA 95667	\$_____/ month
Department of Human Services	3047 Briw Road Placerville, CA 95667	\$_____/ month
Department of Human Services	937 Spring Street Placerville, CA 95667	\$_____/ month
Department of Health Services	670 Placerville Drive Placerville, CA 95667	\$_____/ month
Department of Health Services	1900 Lake Tahoe Blvd. South Lake Tahoe, CA 95160	\$_____/ month

Fees for Non-Routine and Emergency Repair Services:

Monday-Friday 8:00 a.m. - 5:00 p.m. Labor Billing Rate per hour \$ _____
All times other than those listed above Overtime Labor Rate per hour \$ _____

Parts and Materials for Non-Routine and Emergency Repair Services:

Parts and materials shall be charged at Contractor's cost plus 25%.

~~Contractor~~

Exhibit B

FEDERAL PROVISIONS

for

**MONITORING AND MAINTENANCE OF
ACCESS CONTROL/CCTV/INTRUSION ALARM SYSTEM
for the
HUMAN SERVICES/ CHILD SUPPORT SERVICES/ HEALTH SERVICES DEPARTMENTS
PLACERVILLE & SOUTH LAKE TAHOE**

Contractor shall comply with the following federal provisions associated with the federal funding for the Work at:

- 3057 Briw Road for both the Department of Human Services and the Department of Child Support Services;
- 3047 Briw Road for the Department of Human Services; and
- 937 Spring Street for the Department of Human Services;

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The Contractor shall also carry out applicable requirements of 45 CFR Part 92 in the award and administration of this United States Department of Health and Human Services-assisted Contract. The applicable requirements of 45 CFR Part 92 are as follows:

(a) *Contracting with small and minority firms, women's business enterprise and labor surplus area firms.*

- (1) Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- (2) Affirmative steps shall include:
 - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
 - (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a)(2) (i) through (v) of this section.

Bidder will take all necessary affirmative steps to assure that minority firms, women's business enterprises and labor surplus area firms are used when possible.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL AGENCY REQUIREMENTS

County is relying on federal assistance or grants as well as on state funds for all or a portion of the funding for the Work to be provided under this Contract. As a requirement of County's use of federal and state funds, County is required to comply with certain federal and state contracting requirements and to extend those requirements to its third party contracts. Contractor shall comply and shall require its subcontractors to comply with all applicable provisions of federal and state regulations, including those required by the State of California and the United States Department of Health and Human Services grant funding requirements, regulations, and related executive orders regarding the use, expenditure, control, reporting, allowable costs and management of such funds as well as these requirements detailed in 45 CFR Part 92, Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Governments. Failure of Contractor to comply with any federal or state provision may be the basis for withholding payments to Contractor and for such other remedies as may be appropriate including termination of this Contract. Contractor shall also comply with any flow-down or third-party contracting provisions which may be required under the federal and state regulations and which may apply to Contractor's subcontracts, if any, associated with this Contract. Contractor shall ensure that all subcontractors submit certifications regarding federal lobbying activities as required by Section 1352, Title 31, United State Code and that all such certifications are made a part of any subcontracts entered into as a result of this Contract.

COST PRINCIPLES

The Federal Acquisition Regulations in Title 48, CFR, Part 31 et seq. as applicable, are the governing factors regarding allowable elements of cost for the Work to be performed under this Contract.

- A. Contractor and its subcontractors shall comply with Office of Management and Budget Circular A-87, Cost Principles for State, Local And Indian Tribal Governments; with Federal administrative procedures pursuant to 45 CFR, Part 92, Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Governments; and with Contract Cost Principles, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Parts 31 et seq., insofar as those regulations may apply to Contractor and its subcontractors. This provision shall apply to every sub-recipient receiving funds as a Contractor or subcontractor under this Contract.
- B. Any expenditures for costs for which Contractor has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR Part 225 (formerly Office of Management and Budget Circular A-87), 48 CFR, Parts 31 et seq. or 45 CFR, Part 92 are subject to repayment by Contractor to County.
- C. Travel and per diem reimbursements, if applicable, and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by Contractor.
- D. Notwithstanding any other provision of the Contract Documents to the contrary, payments to Contractor for mileage, travel or subsistence expenses, if applicable, for Contractor's staff or subcontractors claimed for reimbursement shall not exceed the lesser of (1) the rates to be paid to County employees under the current Board of Supervisors Travel Policy in effect at the time the expenses are incurred; or (2) the rates authorized to be paid to rank and file State employees under current State Department of Personnel Administration (DPA) rules. If the rates claimed are in excess of those authorized DPA rates, then Contractor is responsible for the cost difference, and any overpayments inadvertently paid by County shall be reimbursed to County by Contractor on demand within thirty (30) days of such demand.
- E. Contractor and its subcontractors shall establish and maintain accounting systems and records that properly accumulate and segregate funds received under this Agreement by line item. The accounting systems of Contractor and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), shall enable the determination of incurred costs at interim points of completion, and shall provide support for reimbursement of payment vouchers or invoices.

RECORDS EXAMINATION, AUDIT & RETENTION REQUIREMENTS

Contractor shall maintain and make available to the United States Department of Health and Human Services, the Comptroller General of the United States, and County 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 this Agreement 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 United States Department of Health and Human Services, the Comptroller General of the United States, County, 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.

COPYRIGHTS, TRADEMARKS, AND PATENTS

In accordance with 45 CFR 92.34 the United States Department of Health and Human Services reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government proposes:

- a) The copyright in any work developed under a grant, sub-grant, or contract under a grant or subgrant; and
- b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- c) The patent rights to any discovery or invention which arises or is developed in the course of or under such contract.

REPORTING

In order to monitor the progress of projects funded in whole or in part by federal funds, federal agencies rely heavily on inspection data. Inspections by the County shall be performed on a regular basis and data compiled in report form, as necessary, in conformance with 45CFR 92.40(c) Information to be supplied by Contractor shall be reported to County on an as requested basis.

DEBARMENT AND SUSPENSION CERTIFICATION:

Contractor's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that it or any person associated therewith in the capacity of the owner, partner, director, officer or manager, is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to County.

Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor responsibility. Disclosures must indicate to whom exceptions apply, initiating agency and dates of action.

ENERGY POLICY AND CONSERVATION ACT

Contractor will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. : 94-163, 89 Stat. 871).

Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Exhibit.

**COUNTY OF EL DORADO, CALIFORNIA
DEPARTMENT OF TRANSPORTATION
FACILITIES ENGINEERING DIVISION**

**ACCESS CONTROL/CCTV/INTRUSION ALARM SYSTEM
for the**

**HUMAN SERVICES/ CHILD SUPPORT SERVICES/ HEALTH SERVICES DEPARTMENTS
PLACERVILLE & SOUTH LAKE TAHOE
CONTRACT NO. PW 10-30566, CIP No. 90400**

CONDITIONS OF THE CONTRACT

ARTICLE 1

GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 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.

1.1.2 Owner's Representative: The Director of Transportation, or designated representative.

1.1.3 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, and whom may have engaged engineering sub-consultants 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. The term Architect shall be construed to include all of his consultants retained for the project, as well as employees of the Architect. When the designated Architect is an employee of the County, his authorized representations on the project within the County will be included under the term Architect.

1.1.4 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.

1.1.5 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.

1.1.6 Inspector: The individual designated by the Owner as the Inspector as set forth in Paragraph 2.1.2.

1.1.7 Subcontractor: Those contractors, of what ever tier, furnishing labor or material, or both, for the Work under the Contract with the Contractor.

1.1.8 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.

1.1.9 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. All required instructions and training sessions having been given by the Contractor.
3. All as-built drawings and operations & maintenance manuals, having been submitted by the Contractor, reviewed by the Architect, and accepted by the Owner.
4. All punch list work, as directed by the Owner, having been completed by the Contractor.
5. Acceptance of the Work by the Board of Supervisors.

1.1.10 Final Payment: The Final Payment shall be the Progress Payment for each portion of the Work as described in Paragraph 6.2.2 made to Contractor and shall not be considered to be the payment of any or all of the retention.

1.1.11 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.

1.1.12 Construction Change Directive: A written order issued by the Architect and signed 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.

1.1.13 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.

1.1.14 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.

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

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

1.1.17 Plans: The graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams, specifically the Plans entitled "El Dorado County Access Control/CCTV/Intrusion Alarm System for the Human Services/Child Support Services/ Health Services Departments Placerville and South Lake Tahoe".

1.1.18 Technical Specifications: That portion of the Contract Documents Division 1 through 6 consisting of the technical written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

1.1.19 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.

1.1.20 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.

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

1.1.22 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.

1.1.23 Provide: To furnish and install complete. When "Furnish", "Install", or "Provide" is stated, "Provide" is implied.

1.1.24 Construct: To "Furnish" materials to "Install" in final position, complete, anchored, and connected with respect to required codes, requirements, Contract Documents, and details.

1.1.25 Day(s): All references to "day" or "days" in these Contract Documents shall be defined as calendar-day or calendar-days.

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 he 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 United States Department of Health and Human Services, the Comptroller General of the United States, and County 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 United States Department of Health and Human Services, the Comptroller General of the United States, the County or their duly authorized representatives for at least three (3) 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- NOT USED

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 contract calendar days shall begin on the date stated in the Notice to Proceed issued by the Owner.

The Work at 3047 Briw Road, 3057 Briw Road, 937 Spring Street shall be diligently prosecuted to completion before the expiration of **thirty (30)** calendar days after the contract start time stated in the Notice to Proceed. The remaining Work included in Schedule A shall be diligently prosecuted to completion before the expiration of **seventy-five (75)** calendar days after the contract start time stated in the Notice to Proceed.

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 as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner the sum of **Eight Hundred dollars (\$800) 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.

3.3.2 Order of Work: Due to funding deadlines associated with the Work for the Departments of Human Services and Child Support Services, the Contractor shall complete the work in the following order:

1. Department of Human Services -3057 Briw Road
2. Department of Child Support Services – 3057 Briw Road
3. Department of Human Services – 3047 Briw Road
4. Department of Human Services – 937 Spring Street
5. Department of Health Services – 670 Placerville Dr. and 1900 Lake Tahoe Blvd.

The Contractor may work on multiple locations simultaneously as long as the completion of the Work conforms to the order listed above.

3.3.3 Construction Schedule: A critical path method (CPM) construction schedule is required to be submitted within five (5) 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. Unless specifically adopted by resolution or minute order of the El Dorado County Board of Supervisors, such schedule shall not be binding on the County of El Dorado. 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 monthly 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, Contractor shall within five (5) calendar days after Award of the Contract submit any substitution requests and shall submit data substantiating a request for a substitution of an "or equal" item. Failure to submit such substitution requests and substantiating data within five (5) days shall subject such request for substitution to automatic denial.

3.4.2 Excessive Submittal Reviews: The cost of reviewing submittals shall be the Owner's responsibility, except that Contractor shall be responsible for the cost of the third and subsequent review of any one submittal.

3.4.3 Submittal Process: Submittals shall be processed as described in these Contract Documents.

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 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 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 El Dorado County Department of Transportation, Facilities Engineering Division at 3000 Fairlane Court, Suite 2, Placerville, California 95667, and they are available to any interested party on request.
12. The Federal Wage Rates are contained in Appendix A of these Contract Documents and are current as of the date of advertising. Any updates to the federal Wage rates which occur up to 10 days before the bid opening will be provided to Contract Document holders in an addendum. For updates to federal wage rates see the website <http://www.access.gpo.gov/davisbacon/ca.html> and click on El Dorado County.

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 applicable 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, and any federal government agencies associated with this Contract, 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 or federal government agency 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, or any federal government agencies, the Contractor, subcontractors or employees of any of these, except for the active, or sole negligence of the County or any federal government agencies its (their) officers and employees, or where expressly prescribed by statute.

The duty to indemnify and hold harmless the County and any federal government agencies associated with this Contract 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 applicable 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 applicable 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 applicable Notice of Acceptance. Contractor's obligations pursuant to the foregoing indemnity shall survive the filing of the applicable 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 the conduct of business by the County agencies that will be ongoing during the performance of the Work .

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.

3.13 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 twenty four (24) hours prior to any day in which Contractor will 1) require an inspection of any portion of the Work, and 2) work in excess of eight (8) hours or any time Contractor intends to work weekends. 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) 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)”

4.4 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 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, 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, Change Order, or Change Directive.

5.3 CONTRACT CHANGE INSTRUMENTS

5.3.1 Architect's Supplemental Instructions (ASI): 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 twenty (20) 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 is 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: In accordance with Paragraph 6.2.2, the Contractor shall submit to the Owner's Representative an itemized Application for Payment for work completed to date. 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 Progress Payments: Two progress payments will issued for the Work as follows: When the Work at 3057 Briw Road, 3047 Briw Road, and 937 Spring Street is completed, the Contractor shall submit to the Owner's Representative an Application of Payment. When the work is completed at 670 Placerville Drive and 1900 Lake Tahoe Blvd., the Contractor shall submit to the Owner's Representative an Application for Payment. Each Progress Payment shall also be the Final Payment for that portion of the work other than the retention release payment. The form of the Application for Payment shall be as set forth in Appendix B.

6.2.3 Basis for Payment: Applications shall indicate the work accomplished including the locations at which the work was accomplished and the department(s) for whom the work was accomplished.

6.2.3 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, 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 for withholding certification 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 percent (90%) 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 ten percent (10%) 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 10% 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 applicable 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 portions as described in 6.2.2 are ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. The Contractor shall complete all punch list items within two 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, that the Board of Supervisors may accept the project and that the Notice of Acceptance may be recorded.

6.6.3 Final Certification: Before issuance of final 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 applicable 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. These payments shall not be construed as an absolute acceptance of the work done up to the time of such payments. The Contractor, if requested by the Owner, shall furnish receipts or other vouchers showing his payments for materials and labor. Owner may withhold from final payment an amount not to exceed 150 percent of any amount in dispute.

6.6.5 Notice of Acceptance: The Work portions shall be accepted in writing in the form of a Notice of Acceptance when the whole of the work portion shall have 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. The Notices of Acceptance shall be recorded. Two Notices of Acceptance for the Work shall be recorded: One for the Work at 3057 Briw Road, 3047 Briw Road, and 937 Spring Street, and one for the Work at 670 Placerville Drive and 1900 Lake Tahoe Blvd.

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.

7.1.5 Protection of Workers in Trenches: NOT USED

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:

Access Control/CCTV/Intrusion Alarm Systems for HuSD/CSD/HeSD
Contract No. PW 10-30566, CIP No. 90400
January 4, 2011

County of El Dorado DOT
Contract Conditions
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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 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 Contract Services Unit, Janel Gifford at the office of the Department of Transportation, 2850 Fairlane Court, Placerville.
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 file two of each bond with 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 Contract price for **Schedule A**, 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 Contract price for **Schedule A**, 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 for PW 10-30566.

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

TERMINATION OR SUSPENSION OF CONTRACT

10.1 TERMINATION BY OWNER FOR CONVENIENCE

10.1.1 Right to Terminate: The Owner reserves the right to terminate the Contract at any time upon determination by the Owner's Representative that termination of the Contract is in the best interest of the Owner. Owner shall issue the Contractor a written notice specifying that the Contract is to be terminated.

10.1.2 Contractor's Duties: Upon receipt of said written notice, Contractor shall stop all work under the Contract except that specifically directed to be completed prior to acceptance, perform Work the Inspector deems necessary to secure the project for termination, remove equipment and plant from the site of work, take such action as is necessary to protect materials from damage, dispose of materials not yet used in the Work as directed by the Owner, and clean up the site.

10.1.3 Payment for Work: If the Contract is terminated for Owner's convenience as provided herein, all finished or unfinished work and materials previously paid for shall, at the option of Owner, 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 Owner, and without profit, for all work performed to secure the project for termination.

10.2 TERMINATION BY OWNER FOR CAUSE

10.2.1 Written Termination Notice: If the 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 the 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 or for labor, materials, or equipment, or disregards the authority of the Owner's Representative, or the Inspector, if one is appointed, or otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and its Surety a minimum of ten (10) days from delivery of a written termination notice, terminate the services of the Contractor and take equipment and machinery thereon owned by the Contractor and finish the Work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

10.2.2 Notice to Work or Quit: Without prejudice to other rights or remedies the Owner may have, if the 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 the Owner's interest, or, if the Contractor is not carrying out the intent of the Contract, an Inspector's written notice may be served upon the Contractor and the Surety on its faithful performance bond demanding satisfactory compliance with the Contract.

1. If the Contractor or its Surety does not comply with such notice within five (5) days after receiving it, or after starting to comply, fails to continue, the Owner may exclude it from the premises and take possession of all material and equipment, and complete the Work by Owner's forces, by letting the unfinished Work to another Contractor, or by a combination of such methods.

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

1. 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 the Contractor. If the sums under the Contract are insufficient for completion, the Contractor or Surety shall pay to the Owner within five (5) 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 the Contractor and its Surety and may be deducted from any money due or becoming due from the Owner.
2. If the Surety assumes any part of the Work, it shall take the Contractor's place in all respect for that part and shall be paid by the Owner for all Work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due the Contractor at the time of its default shall be payable to the Surety as the work progressed, subject to the terms of the Contract.
3. The provisions of the section shall be in addition to all other rights and remedies available to the Owner under law.

10.2.4 Rights and Obligations of Parties: If after notice of termination under Paragraph 10.2.2, it is determined for any reason that the 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.

10.3 SUSPENSION OF WORK

10.3.1 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.

10.3.2 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 DOCUMENT”

**COUNTY OF EL DORADO, CALIFORNIA
DEPARTMENT OF TRANSPORTATION
FACILITIES ENGINEERING DIVISION**

FEDERAL PROVISIONS

for

**ACCESS CONTROL/CCTV/INTRUSION ALARM SYSTEM
for the
HUMAN SERVICES/ CHILD SUPPORT SERVICES/ HEALTH SERVICES
DEPARTMENTS
PLACERVILLE & SOUTH LAKE TAHOE
CONTRACT NO. PW 10-30566, CIP No. 90400**

GENERAL

Federal provisions have been included in these Contract Documents, including but not limited to the Bid Protest Procedure outlined in the Notice to Bidders and the Invitation to Bidders, the Equal Employment Opportunity Certification, the Debarment and Suspension Certification, the Non-Lobbying Federal-Aid Contracts Certification, and the Disclosure of Lobbying Activities included in the Proposal, the federal provisions listed in Article 18 of the Draft Agreement, and the Prevailing Wage Requirements specified in the Notice to Bidders and the Contract Conditions. In addition to the aforementioned federal provisions Contractor shall comply with the following federal provisions. All federal requirements apply to the Work at:

- 3057 Briw Road for both the Department of Human Services and the Department of Child Support Services;
- 3047 Briw Road for the Department of Human Services; and
- 937 Spring Street for the Department of Human Services;

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The Contractor shall also carry out applicable requirements of 45 CFR Part 92 in the award and administration of this United States Department of Health and Human Services-assisted Contract. The applicable requirements of 45 CFR Part 92 are as follows:

(b) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

- (1) Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- (2) Affirmative steps shall include:
 - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a)(2) (i) through (v) of this section.

Bidder will take all necessary affirmative steps to assure that minority firms, women's business enterprises and labor surplus area firms are used when possible.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL AGENCY REQUIREMENTS

County is relying on federal assistance or grants as well as on state funds for all or a portion of the funding for the Work to be provided under this Contract. As a requirement of County's use of federal and state funds, County is required to comply with certain federal and state contracting requirements and to extend those requirements to its third party contracts. Contractor shall comply and shall require its subcontractors to comply with all applicable provisions of federal and state regulations, including those required by the State of California and the United States Department of Health and Human Services grant funding requirements, regulations, and related executive orders regarding the use, expenditure, control, reporting, allowable costs and management of such funds as well as these requirements detailed in 45 CFR Part 92, Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Governments. Failure of Contractor to comply with any federal or state provision may be the basis for withholding payments to Contractor and for such other remedies as may be appropriate including termination of this Contract. Contractor shall also comply with any flow-down or third-party contracting provisions which may be required under the federal and state regulations and which may apply to Contractor's subcontracts, if any, associated with this Contract. Contractor shall ensure that all subcontractors submit certifications regarding federal lobbying activities as required by Section 1352, Title 31, United State Code and that all such certifications are made a part of any subcontracts entered into as a result of this Contract.

COST PRINCIPLES

The Federal Acquisition Regulations in Title 48, CFR, Part 31 et seq. as applicable, are the governing factors regarding allowable elements of cost for the Work to be performed under this Contract.

- A. Contractor and its subcontractors shall comply with Office of Management and Budget Circular A-87, Cost Principles for State, Local And Indian Tribal Governments; with Federal administrative procedures pursuant to 45 CFR, Part 92, Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Governments; and with Contract Cost Principles, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Parts 31 et seq., insofar as those regulations may apply to Contractor and its subcontractors. This provision shall apply to every sub-recipient receiving funds as a Contractor or subcontractor under this Contract.
- B. Any expenditures for costs for which Contractor has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR Part 225 (formerly Office of Management and Budget Circular A-87), 48 CFR, Parts 31 et seq. or 45 CFR, Part 92 are subject to repayment by Contractor to County.
- C. Travel and per diem reimbursements, if applicable, and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by Contractor.

- D. Notwithstanding any other provision of the Contract Documents to the contrary, payments to Contractor for mileage, travel or subsistence expenses, if applicable, for Contractor's staff or subcontractors claimed for reimbursement shall not exceed the lesser of (1) the rates to be paid to County employees under the current Board of Supervisors Travel Policy in effect at the time the expenses are incurred; or (2) the rates authorized to be paid to rank and file State employees under current State Department of Personnel Administration (DPA) rules. If the rates claimed are in excess of those authorized DPA rates, then Contractor is responsible for the cost difference, and any overpayments inadvertently paid by County shall be reimbursed to County by Contractor on demand within thirty (30) days of such demand.
- E. Contractor and its subcontractors shall establish and maintain accounting systems and records that properly accumulate and segregate funds received under this Agreement by line item. The accounting systems of Contractor and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), shall enable the determination of incurred costs at interim points of completion, and shall provide support for reimbursement of payment vouchers or invoices.

RECORDS EXAMINATION, AUDIT & RETENTION REQUIREMENTS

Contractor shall maintain and make available to the United States Department of Health and Human Services, the Comptroller General of the United States, and County 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 Documents 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 United States Department of health and Human Services, the Comptroller General of the United States, County, 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.

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- a) The copyright in any work developed under a grant, sub-grant, or contract under a grant or subgrant; and
- b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

- c) The patent rights to any discovery or invention which arises or is developed in the course of or under such contract.

REPORTING

In order to monitor the progress of projects funded in whole or in part by federal funds, federal agencies rely heavily on inspection data. Inspections by the County shall be performed on a regular basis and data compiled in report form, as necessary, in conformance with 45CFR 92.40(c) Information to be supplied by Contractor shall be reported to County on an as requested basis.

Any subcontract entered into as a result of this Contract shall contain all of the provisions referenced and/or listed in this section.

**COUNTY OF EL DORADO, CALIFORNIA
DEPARTMENT OF TRANSPORTATION
FACILITIES ENGINEERING DIVISION**

TECHNICAL SPECIFICATIONS

for

**ACCESS CONTROL/CCTV/INTRUSION ALARM SYSTEM
for the
HUMAN SERVICES/ CHILD SUPPORT SERVICES/ HEALTH SERVICES
DEPARTMENTS
PLACERVILLE & SOUTH LAKE TAHOE
CONTRACT NO. PW 10-30566, CIP No. 90400**

DIVISION 1.0 GENERAL REQUIREMENTS

The primary purpose for an integrated security solution comprised of Access Control/ CCTV/ Intrusion Alarm Systems to be obtained in this project is to expand the backbone of a comprehensive security management program for the County. These specifications provide for the integration and expansion of additional security systems in various El Dorado County facilities to this backbone system.

These systems are intended to provide protection of selected facilities against intrusion and for the detecting or discouraging of burglary or vandalism during the hours the facilities are unoccupied and monitored by the Central Monitoring Station.

The systems (access control, intrusion alarm and CCTV) are designed to be centrally managed via an S2 Enterprise Standard Server, intrusion alarm controller(s) and CCTV monitoring/recording software and hardware, respectively

The access control systems are designed to be controlled and managed by either an S2 Netbox Access Controller or an S2 NetDoor Micro Node Controller. Card readers and access control modules in selected facilities, provide for the 24-hour capability of managing the entry and/or exiting of authorized individuals and restricting access as desired.

The intrusion alarm system is based either on verified, impact activated audio devices or dual-tech PIR motion detectors. These devices/detectors provide for the detection of unauthorized entry of the facility during the time the system is armed.

The video surveillance systems are intended to provide protection of internal or external areas for detecting or discouraging burglary, vandalism or assault. It is also intended to provide a seamless integration into the other security services allowing video to become an integral part of the overall security solution. In addition, the Central Monitoring Station shall have the ability to remotely monitor live audio intrusion events as installed by location and transmit the audio stream to local law enforcement and other emergency responders.

1.1 Introduction

The County of El Dorado is soliciting qualified Vendors/Contractors for the purchase, installation and operational training of an Access Control/CCTV/Intrusion Alarm System at several County facilities. This project will provide the components and programming for complete security monitoring at the facilities identified on the Project Plans and in conjunction with work previously completed and as mentioned in the background section below create a standard for future expansion of these security systems to other County facilities. This

information along with these specifications and Project Plans contain the technical, functional and operational requirements for the integrated Access Control/CCTV/Intrusion Alarm Systems employing audio as the primary means of intrusion detection and capable of forwarding the audio stream to local law enforcement for selected interior protection. This project shall include all the necessary equipment, wiring, software and programming as required at the various County facilities and as noted in the Project Plans to provide for a complete and operational Access Control/CCTV/Intrusion Alarm System.

The alarm system is based on the concept of combining computer technology with intelligence through the use of verified audio based alarm intrusion detection devices and operator involvement to provide the highest quality monitoring and access control.

Background Information

Currently, security and access control systems for the County offices are provided by multiple vendors and equipment. It is the County's desire to standardize our security and access control systems based on one system, with standardized system components and a centralized, web based system administration console.

In 2009, the County upgraded its offices located at 3368 Lake Tahoe Blvd. in South Lake Tahoe, California (commonly referred to as "The El Dorado Center") using the same/or similar equipment specified as a part of this project. The El Dorado Center installation provides the foundational elements for the common standardized system. Some of these elements include but are not limited to:

- S2 Netbox Access Controllers
- Audio based, verified impact intrusion devices

SECURITY SYSTEM CONSIDERATIONS

- The primary interfaces used to program and control the elements of the overall security, video surveillance systems and access control is through an S2 Enterprise Standard server, manufactured by S2 Security for access control, the intrusion alarm controllers for intrusion detection system, and video viewing and recording for CCTV.
- Telephone/Data closet space within these County facilities is at a premium. Therefore high density enclosures or "CANS" are a requirement. Each CAN must be capable of holding a Server blade, connected to the Enterprise servers via TCP/IP over the County's copper/fiber based Ethernet Wide Area Network (WAN). This server controls up to 7 additional blades, providing a variety of functions, including but not limited to; support for video surveillance systems, up to 7 access control blades (with each blade supporting up to 2 doors for access control over a total of 14 doors) should the building be compromised.
- All necessary upgrades to the current security systems required to accommodate the new system components shall meet the specifications mentioned above relative to access control density and the type of controllers' at the "CAN" level specifications. Each CAN or rack mounted controller shall be capable of high density access control (7 blade by 2 door, 14 door access control per CAN), security systems and surveillance as deemed by location requirements (including but not limited to verified, impact activated audio device sensing equipment (with audio streaming capabilities to law enforcement), augmented by dual-tech PIR motion/ infrared detecting equipment)
- The existing security systems in the project facilities primarily use Wiegand compliant HID proximity card access points. These systems will be reused and integrated into the new S2 based system.
- Entry doors shall all be controlled by the S2 server, with automated lock/unlock of facility entry doors predicated on normal business hours and are equipped with swipe/key pads for after-hours access as

dictated by the attached Project Plans.

- All ancillary equipment provided by the vendor shall be fully compatible with the S2 Network Servers.
- The “PANIC BUTTONS” required in certain locations, to report emergency incidents, in some cases will lock certain doors, notify a central enunciator panel of the alarm activation and possibly provide notification to emergency responders of an incident in that facility.
- All new surveillance cameras shall be digital in nature, connected via IP/POE connections.
- Existing Surveillance cameras that are not replaced shall be equipped with Coaxial to IP/POE converters.
- All events from node servers, reported to S2 Enterprise servers shall be backed up to County virtualized servers. The S2 Enterprise Server shall retain all data relative to all events, including any data reported to it by S2 Netbox Access Control or NetDoor MicroNode, and shall be programmed by vendor to backup all data at least weekly to dedicated County Server(s)
- The administration portions of the S2 Enterprise server system shall be granular in nature, approximating that of Microsoft ADS. The S2 servers shall be configured in such a manner as to allow for, and grant administrative privileges’ to departments established within the “root” of the “tree”, similar to that of the Microsoft ADS like environment.
- All proposed equipment and equipment locations as depicted in the Project Plans are schematic and final locations will be determined during construction based on the equipment used.

Of prime importance for all respondents to keep in mind is:

- All equipment as designated in these specifications represents the minimum requirements of the County of El Dorado departments represented in this Project.
- It is the responsibility of bid respondents to ask all questions relative to the scope of this project as necessary to provide bids meeting the security, access control and surveillance requirements of the County of El Dorado.
- A maximum of 40 hours of Administrative and staff training time shall be made an integral part of this contract, all or part of these hours to be used at the sole discretion of the County.

1.3 Cabling

- A. All exterior items shall be flush-mounted with adjacent construction and sealed against water entry
- B. All wiring for project additions shall tie back to the building’s main system via homerun wiring or if technology provides, primarily through CAT 6e, Ethernet based POE.
- C. Coordinate communication requirements, either through POTS, Cellular or TCP/IP protocol as required.
- D. All cable and wiring shall be run with plenum-rated cable above ceilings with independent means of support.
- E. All cabling shall conform to the requirements of the applicable devise.

1.4 Execution

- A. Site Examination

1. Contractor shall become familiar with the project conditions which may affect the work. No consideration will be given for lack of knowledge of reasonably observable project conditions. Attention is directed to the Notice to Bidders and to the Instructions to Bidders in these Documents regarding mandatory pre-bid/site visit meetings.

B. Coordination

- a. The Contractor shall be responsible for complete system installation
- b. If sub-contractors are utilized for installation of any system components, sub-contractor shall be under the direct supervision of the Contractor.
- c. If an electrical sub-contractor installs portions of electrical systems required to support the security system being installed, Contractor shall supervise the work to ensure requirements are met.
- d. Contractor shall make all wire terminations and install all devices.
- e. Contractor retains ownership of all system components until system acceptance by the County.

C. Installation

1. System components shall be installed in neat workmanlike manner consistent with best industry standards.
2. Wiring codes shall be strictly observed with uniform identification markings and terminations.
3. Cables and terminations shall be identified at both ends and any termination point according to industry standards and requirements.
4. Cables shall be routed in a neat uniform manner and contain a service loop of at least 2 feet in order to make neat terminations
5. Contractor is responsible for repairing damages to buildings, equipment and furnishings. Moving and relocating utilities, appliances, furniture and equipment necessary to perform work is part of contract.
6. Perform daily clean-up of the work area and vacuum all areas as necessary.
7. Raceways, faceplates, jack assemblies, racks, panels, data equipment shall be wiped to remove dust accumulated during work.

D. Grounding

1. Contractor shall install grounding systems in accordance with specified standards.
2. Contractor is responsible for complete grounding and bonding of the security system as per industry standards.

E. Cable Hangers

1. Provide and install J-hook type cable hangers as required.

F. Trenching

1. If trenching is required, the contractor shall first verify the path to be clear of existing wires or conduits, before beginning trenching.
2. All trenching shall be backfilled to original grade and shall match existing surface conditions.

G. Cable

1. If running cable in plenum spaces, cable must be rated for the application, bear the appropriate markings and comply with the National Electric Code.
2. Plenum rated cable installed in corridors shall be installed in cable hangers with all cable ties being plenum rated.
3. If running cables in suspended ceiling where conduits or cable trays are not being used, the contractor shall bundle cables in bundles of 40 or less, with cable ties. Fiber Optic cable, if used shall be bundled separately.
4. Pathways shall provide clearances of at least 4 feet from motors or transformers; 1 foot from conduit and cables used for electrical power distribution; and 6 inches from fluorescent lighting.
5. Pathways shall pass perpendicular to fluorescent lighting and electrical power distribution cables and conduits

H. Close-out Documentation

1. Contractor shall supply 2 complete sets of red lined "as-built" drawings.
2. Operation and Maintenance Manuals (O&M) covering all components of the system shall be provided at Final Acceptance.
3. O&M Manuals shall contain information necessary for operation and basic maintenance of all security components.
4. For the final deliverables, provide 2 sets of documentation in 3-ring binders with clear vinyl overlays to receive identification on the front cover and spline as follows:
 - a. On front page, provide:
 - i. Project Name.
 - ii. Contractor Name.
 - iii. Contractor's Project Manager.
 - iv. Contractor's Project Number.
 - b. Contact list with name, address, contact person, phone number, email for:
 - i. Security Contractor.
 - ii. Conduit Contractor.
 - c. Manual shall also have the following sections:
 - i. Section 1 – Manufacturers original cut sheets for each component.
 - ii. Section 2 – Complete equipment list with part numbers and quantities.
 - iii. Section 3 – Factory Manuals.
 - iv. Section 4 - Wiring diagrams for all system components, number and sizes of required conductors and conduit sizes (if used) required to house those conductors.
 - v. Section 5 – Copy of manufacturers and contractor warranties for each item.
 - vi. Section 6 – Documentation of training and sign-off sheets.

The cost of close-out documentation shall be included in the prices bid for the various items of work.

END OF DIVISION

DIVISION 2.0 WEB-BASED CENTRAL MONITORING SYSTEM AND TRAINING

2.1 Web-based Central Monitoring System

2.1.1 Requirements

The overall access control system shall be controlled by an S2 Enterprise server. The S2 Enterprise server is the primary controller for the system. All user information and their access control privileges are set up and stored within this device. The device shall have a fully enabled web interface. The specific requirements of the server are as follows:

- Nodes/Micro Nodes supported: 64
- Processor: Intel Celeron 2.0 GHz
- RAM memory: 1GB (2GB max.)
- IDE hard disk drive 80GB IDE
- CDRW/DVD-R optional external USB
- Ethernet ports: 2 (10/100)
- Physical dimensions (w, h, d) 19" x 1.7" x 19.6" (1U)
- Weight 16 lbs (7.28 Kg)
- Power supply 200W, 100 - 240VAC

The server shall be installed in the County's IT Data Center located at 360 Fair Lane, Placerville, CA. Installation shall be coordinated with the IT Department through the DOT Project Manager.

2.1.2 Measurement and Payment

Measurement for Web-Based Central Monitoring System shall be on a lump sum basis. The Lump Price bid shall include the S2 Enterprise server, installation in the Counties IT Data Center, all necessary wiring, programming including set-up for back-up of data by County, and one (1) additional 64-pack door lock license and miscellaneous work necessary to have a complete and functional system.

2.1.3 Warranty

All components supplied and installed and wiring by the Contractor shall be warranted against defects in material and workmanship for a period of 12 months, commencing upon the date of acceptance by the Owner. Warranty service shall be provided by a qualified, factory-trained service representative.

2.2 Training

2.2.1 Requirements

Contractor shall provide a not to exceed forty (40) hours of training to designated Owner's personnel on system operation and location and purpose of all equipment, including, cameras, contacts, audio sensors, motion/IR sensors, control panels, card readers, keypads, software, web access, conduits, jacks, and electrical connections. The training will cover each system installed at each location.

Contractor shall provide on-site training of Owner's personnel on operational use of the systems and use of all equipment installed at that location. Training shall include all training materials. Training schedules will be coordinated as to the time and date with the individual Departments and the Project Manager.

The number of hours of training per location shall be determined by the individual departments needs and the systems installed at that location.

Contractor shall provide documentation of training that indicates the names of personnel at each training class (to be included in final deliverables manual).

2.2.2 Measurement and Payment

Measurement and payment for training shall be based on the hourly cost bid. The Unit Price bid shall include the instructor, all training materials and training at multiple locations as specified above.

END OF DIVISION

DIVISION 3.0 ACCESS CONTROL SYSTEM

3.1 Access Controller

3.1.1 Requirements

The access control system shall be controlled by an S2 compliant system controller. The access controller is the heart of the access control system. All user information and their access control privileges are set up and stored within this device. The device shall have a fully enabled web-based interface. The specific requirements of various types of controllers are as follows:

- **S2 NetBox Access Controller**
 - Card readers per S2 Network Node: 14
 - Network Nodes per Network Controller: 32
 - Card records per S2 Network Node: 20,000
 - Online history transactions up to: 40,000,000
 - Maximum card bit length; 200 bits
 - Card readers per access control blade: 2
 - Relays per access control blade: 4
 - Keypad PIN length up to: 6 digits
 - Controlled floors per elevator: 100
 - Access levels per person: 16
 - Card formats per Network Node: 32
 - Cards per person: 100
 - Access levels per Network Controller: 512
 - Power over Ethernet (PoE) or 12v local power input
 - 12v DC output for powering PIR and similar devices
 - Tamper switch and status indicator included

- **S2 NetDoor MicroNode**
 - Full support for 2 access control points
 - Can be in place of a standard S2 Network Node
 - Input points (4) with programmable levels of supervision
 - Relay outputs (4) for lock control or general use
 - Wet/dry selection for direct strike/mag lock power
 - Support for up to 20,000 access credentials
 - Power over Ethernet (PoE) or 12v local power input
 - Native TCP/IP network appliance.
 - Built-in authentication software secures data communication
 - Fits in 6 x 6 inch standard electrical "J" box
 - Visual configuration using any standard web browser
 - 12v DC output for powering PIR and similar devices
 - Tamper switch and status indicator included

The access control units can be either wall mounted in an enclosure or rack mounted. The type of installation will be based on space available.

Each controller shall have an internal self-contained back-up power source, sufficient for at least 24 hours of continuous operation that will automatically become operational and report the loss of AC power to the central station after one minute of continuous power loss.

Contractor shall connect the existing doors and card readers into the new controller. The costs associated with retrofitting the existing doors is included in the Unit Price bid for Door Package

All controllers shall be located in the Data/Telephone closet at each location and connected to the County's Ethernet bus network; said connection shall be done by County IT staff and coordinated with the Contractor and the Project Manager. All programming necessary to make the system fully functional shall be included in the price of the individual controllers.

The number of existing doors with access control at each location that were considered in determining the number of Access Controllers needed are as follows:

- | | | |
|---|---|----|
| ▪ | 3057 Briw Road, Human Services Department | 15 |
| ▪ | 3057 Briw Road, Child Support Services Department | 5 |

These quantities were used in conjunction with the quantities of the new Door Packages listed in the Proposal Pay Items and Bid Price Schedules to determine the number of Access Controllers listed in the Proposal Pay Items and Bid Price Schedule for each location.

3.1.2 Measurement and Payment

Measurement for access controller shall be based the number of controllers installed. The Unit Price bid for each access controller shall include the access controller, installation either wall mount in an enclosure or rack mount, all necessary wiring, programming, coordinating with County IT for connection to Ethernet, and miscellaneous work necessary to have a complete and functional system. The Unit Price bid for access controller shall also include connection of the existing doors and card readers into the access control system.

3.1.3 Warranty

All components supplied and installed and wiring by the Contractor shall be warranted against defects in material and workmanship for a period of 12 months, commencing upon the date of acceptance by the Owner. Warranty service shall be provided by a qualified, factory-trained service representative.

3.2 Door Package

3.2.1 Requirements

Each door controlled by the Access Controller shall be comprised of the following items which comprise a "Door Package":

- Card Reader: Re-use existing; or if door does not have a card reader install new Wiegand compliant HID proximity card reader
- Mag-Lock or Electric Door Latch: Re-use existing; or if door does not have mag-lock or electric door latch, install new Mag-Locks or electric door latches as indicated on the Project Plans.
- Automatic Door Closer: Re-use existing; or if door does not have an automatic door closer, install new mechanical automatic door closers as indicated on the Project Plans.

- Emergency Egress Door Hardware: Supply emergency egress door hardware where shown on the Project Plans.
- Door Sensor: Re-use existing ;or if door does not have a door sensor, install new door sensors as dictated by the door location.
- Where applicable change out the door handle mechanisms from a knob type to an ADA compliant lever style handle.
- All wiring necessary to supply power and/or connect the door access components to the access control units.

3.2.2 Measurement and Payment

Measurement for Door Package shall be based on the number of door packages installed. The Unit Price bid for each Door Package shall include the card reader, mag-lock or electric latch, automatic door closer, door sensor, necessary door handle changes to ADA standard, emergency egress door hardware, where applicable, all necessary wiring, and miscellaneous work necessary to have a complete and functional access controlled door package. The Unit Price bid for Door Package shall also include retrofitting existing doors as described above.

3.2.3 Warranty

All components supplied and installed by the Contractor shall be warranted against defects in material and workmanship for a period of 12 months, commencing upon the date of acceptance by the Owner. Warranty service shall be provided by a qualified, factory-trained service representative.

END OF DIVISION

DIVISION 4.0 INTRUSION DETECTION SYSTEM

4.1 Intrusion Detection Controller

4.1.1 Requirements

The Intrusion Detection Controllers shall be Sonitrol Base Modules and Sonitrol Smart Audio Modules where impact-activated audio detection is specified on the Plans. The Smart Audio Module enables the base module to detect impact-activated events and can control up to eight (8) impact-activated audio detection devices.

The Base Module controller can be either wall mounted in an enclosure or rack mounted. Where required, the Smart Audio Module shall be mounted inside of the Base Module enclosure. The type of installation will be based on space available.

Each controller shall have an internal self-contained back-up power source, sufficient for at least 24 hours of continuous operation that will automatically become operational and report the loss of AC power to the Central Station Monitor after one minute of continuous power loss.

Contractor shall connect existing the existing motion/infra red detectors and panic button systems into the new controller.

All controllers shall be located in the Data/Telephone closet at each location and connected to the County's Ethernet bus network; said connection shall be done by County IT staff and coordinated with the Contractor and the Project Manager. All programming necessary to make the system fully functional shall be included in the price of the individual controllers.

The number of existing intrusion detectors (Dual Technology Motion/IR Detector and Panic Button Systems) at each location that were considered in determining the number of Intrusion Detection Controllers needed are as follows:

- | | |
|---|----|
| ▪ 3057 Briw Road, Child Support Services Department | 5 |
| ▪ 937 Spring Street, Human Services Department | 18 |
| ▪ 3057 Briw Road, Human Services Department | 4 |

Number of new Panic Buttons at each location that were considered in determining the number of Intrusion Detection Controllers needed are as follows:

- | | |
|---|----|
| ▪ 3057 Briw Road, Human Services Department | 14 |
| ▪ 3057 Briw Road, Child Support Services Department | 1 |
| ▪ 670 Placerville Drive, Health Services Department | 37 |
| ▪ 1900 Lake Tahoe Blvd., Health Services Department | 16 |

These quantities were used in conjunction with the quantities of the new intrusion detection devices (Sonitrol Audio Sensor and Dual Technology Motion/IR Detector) listed in the Proposal Pay Items and Bid Price Schedules to determine the number of Intrusion Detection Controllers listed in the Proposal Pay Items and Bid Price Schedule for each location.

4.1.2 Measurement and Payment

Measurement and payment for Intrusion Detection Controller shall be based on the number of Base Module controllers installed. The Unit Price bid for Intrusion Detection Controller shall include the Base Module Controller, the Smart Audio Module, where applicable, installation of base module controller and smart audio module, where applicable, via either wall mount in an enclosure or rack mount, all necessary wiring, programming, coordination with County IT for connection to Ethernet, and miscellaneous work necessary to have a complete and functional system. The Unit Price bid for Intrusion Detection Controller shall also include connecting existing motion/infra red detectors and panic button systems to the controller.

4.1.3 Warranty

All components supplied and installed by the Contractor shall be warranted against defects in material and workmanship for a period of 12 months, commencing upon the date of acceptance by the Owner. Warranty service shall be provided by a qualified, factory-trained service representative.

4.2 Sonitrol AudioSensor

4.2.1 Requirements

The verified, impact activated audio detectors shall be Sonitrol AudioSensors. This sensor provides for impact activated, audio detection of an intrusion or listen-in audio (verified) for the protected facility.

4.2.2 Measurement and Payment

Measurement for Sonitrol AudioSensor shall be based on the number of Sonitrol AudioSensors installed. The Unit Price bid for Sonitrol AudioSensor shall include the verified, impact activated audio sensor, installation either wall or ceiling mount, all necessary wiring to the base module controller, programming and miscellaneous work necessary to have a complete and functional system.

4.2.3 Warranty

All components supplied and installed by the Contractor shall be warranted against defects in material and workmanship for a period of 12 months, commencing upon the date of acceptance by the Owner. Warranty service shall be provided by a qualified, factory-trained service representative.

4.3 Dual Technology Motion/IR Detectors

4.3.1 Requirements

The Dual Technology Motion/IR detector is a highly sensitive motion and infra red detector designed to work with the base module controller. The detector provides for motion and IR signature detection of an intrusion of the protected facility.

The Dual Technology Motion/IR Detector Units shall use two types of detection technology, passive infra red and microwave/ultra sonic. Activation will only occur when both detectors are triggered. The coverage area of the units shall be either 180 degree or 360 degree as indicated on the Project Plans

The 180 degree and 360 degree detectors shall comply with the following minimum requirements:

- **Alarm Relay:**
 - Energized Form A 500 mA, 30 VDC
- **Power Requirements:**
 - 7.5 - 16 VDC
 - (8.9 - 14.5 VDC for UL installations)
 - 25 mA
 - AC Ripple: 3 V peak-to-peak at
 - 12 VDC nominal
- **Frequencies:**
 - 24.125 GHz (K-band)
- **PIR White Light Immunity:**
 - 6,500 lux typical
- **RFI Immunity:**
 - 30 V/m, 10 MHz - 1000 MHz

4.3.2 Measurement and Payment

Measurement for Dual Technology Motion/IR detector shall be based on the number dual technology motion/IR detectors installed. The Unit Price bid for each dual technology motion/IR detector shall include the dual technology motion/IR detector, installation either wall or ceiling mount, all necessary wiring back to the base module controller, programming and miscellaneous work necessary to have a complete and functional system.

4.3.3 Warranty

All components supplied and installed by the Contractor shall be warranted against defects in material and workmanship for a period of 12 months, commencing upon the date of acceptance by the Owner. Warranty service shall be provided by a qualified, factory-trained service representative.

4.4 Arming Device (Keypad or Access Card technology)

4.4.1 Requirements

The Intrusion system shall be armed or disarmed via an arming device. The arming device shall be designed to work with the base module controller to arm or disarm the system. System arming/disarming shall be accomplished with an intelligent keypad interface and/or an access card and associated reader as indicated on the plans via the following options:

- Arm/disarm with keypad only. (Health Services only)
- Arm/disarm with card only. (Human Services and Child Support Services)

Each keypad arming device shall have the following capabilities:

- Capacity for at least 9,000 different four-digit access codes.
- Indicate system status via an 80-character LCD display.
- Have audible prompting.

- Indicate the alarm loop status of the system.
- Have the ability to initiate a duress code or 911.
- Users shall be able to, via the keypad, automatically initiate the audio sensor self-test function.
- Provide programmable audible indication during the delayed entry or exit period.
- Show status of system power (AC).
- Have a master-code feature, which allows bypassing loops or failed sensors.
- Be available with an optional integrated iClass card reader.

The arming system shall have the following capabilities:

- Have a lockout feature after an invalid access code has been entered three (3) times on the keypad.
- Allow up to three-digit personnel verification back to the central station via the keypad or access cards.
- Be capable of operating 16 intelligent keypads system wide on the Ethernet Bus.

The costs associated with furnishing and installing card readers and furnishing access cards shall be included in the Unit Price bid for S2 NetBox Access Controller.

4.4.2 Measurement and Payment

Measurement for keypad shall be based on the number of keypads installed. The Unit Price bid for each keypad shall include the keypad, installation, all necessary wiring back to the base module controller, programming and miscellaneous work necessary to have a complete and functional system.

4.4.3 Warranty

All components supplied and installed by the Contractor shall be warranted against defects in material and workmanship for a period of 12 months, commencing upon the date of acceptance by the Owner. Warranty service shall be provided by a qualified, factory-trained service representative.

4.5 Panic Button System

4.5.1 Requirements

The panic button system is intended to provide County Staff with the ability to notify other staff in the building that an emergency response is needed. The panic button system shall be designed to work with the base module controller to initiate an alarm event and activate a blue flashing light above the door to the room where the button is located and to activate an indicator light on a panic button console located in the facility. The systems where installed shall consist of the following components:

- Panic Buttons installed in various locations throughout the County facilities as shown on the Project Plans.
- Blue flashing lights installed in various locations throughout the County facilities as shown on the Project Plans.
- Panic Button Display console installed in the County facilities as shown on the Project Plans.

The panic buttons shall be one of following types:

- Mounted to desks with a thumb lever
- Two button remotes (floating)

At the 937 Spring Street location for Human Services there is currently a Panic Button system with specific zones. This system is to be retrofitted to work with the new base module installed at this location. The costs associated with this retrofit shall be included in the Unit Price bid for Intrusion Detection Controller.

4.5.2 Measurement and Payment

Measurement for Panic Button System shall be based on a lump sum bid for Panic Button System installed at each location. The lump sum price bid for Panic Button System per location shall include the panic buttons, blue flashing lights, panic button console, installation, all necessary wiring back to the base module controller, programming and miscellaneous work necessary to have a complete and functional system.

4.5.3 Warranty

All components supplied and installed by the Contractor shall be warranted against defects in material and workmanship for a period of 12 months, commencing upon the date of acceptance by the Owner. Warranty service shall be provided by a qualified, factory-trained service representative.

END OF DIVISION

DIVISION 5.0 CCTV SURVEILLANCE SYSTEM

5.1 Video Surveillance Viewing and Recording Software

5.1.1 Requirements

The video surveillance viewing shall be done utilizing Guardian camera viewing software or approved equal and the recording shall be done via On SSI NetDVMS recording software or approved equal. All software shall be installed on a computer/server supplied by the County for each location requiring a CCTV Surveillance System. The software shall have a fully enabled web interface.

5.1.2 Measurement and Payment

Measurement for video surveillance viewing and recording software shall be based on the lump sum price bid for the video viewing and recording system software installed for each location. The lump sum price per location shall include the video viewing software, video recording software, installation of software on County supplied server, programming and miscellaneous work necessary to have a complete and functional system.

5.1.3 Warranty

All components supplied and installed by the Contractor shall be warranted against defects in material and workmanship for a period of 12 months, commencing upon the date of acceptance by the Owner. Warranty service shall be provided by a qualified, factory-trained service representative.

5.2 CCTV Cameras (Existing and New)

5.2.1 Requirements

Per the Project Plans there are a number of new cameras proposed for installation and existing surveillance cameras proposed for reuse.

Existing CCTV cameras for Child Support Services shall be re-used as indicated on the plans. Existing cameras to be reused shall have interfaces installed that will adapt coax to transceiver, converting the system from analog to IP\POE for integral connection into the Video Management system.

New Cameras shall all be digital, POE powered with video streams sent back to the Video Management system. The Cameras shall be dome type, under-eave cameras with between a 180 and 360 degree viewable area as identified on the Project Plans.

In general the cameras will be required to meet the following specifications:

- Pelco Digital Cameras (or approved equal)
- Cameras shall be IP\Network connected via CAT6e cabling and powered by Power over Ethernet (POE).
- Cameras shall be color High Resolution in nature, with 3-9 MM Varifocal Auto Iris Lens or equivalent.
- Cameras shall be mounted in domed enclosures
- Exterior cameras shall be tamper proof.

- Interior cameras will meet the same general specifications as exterior with either having 180 or 360 degree viewing angles as listed on the Project Plans.
- The CAT6e cabling from each camera shall be home run back to the Data/Telephone closet and to the IP/Network rack provided by the County.

5.1.5 Measurement and Payment

Measurement for CCTV camera shall be based on the number of CCTV cameras installed or the number of existing CCTV camera retrofitted and licensed. The Unit Price bid for each CCTV camera shall include the camera, mounting hardware, installation, all necessary wiring back to the video management system, programming, camera license for software, and miscellaneous work necessary to have a complete and functional system. Where noted on the Proposal Pay Items and Bid Price Schedule, the Unit Price bid for Existing CCTV Cameras shall include the costs associated with installing interfaces on existing cameras to convert analog to IP/POE, providing licenses for the video surveillance recording and viewing software, and all necessary wiring back to the video management system.

5.1.6 Warranty

All components supplied and installed by the Contractor shall be warranted against defects in material and workmanship for a period of 12 months, commencing upon the date of acceptance by the Owner. Warranty service shall be provided by a qualified, factory-trained service representative.

END OF DIVISION

DIVISION 6.0 CENTRAL MONITORING AND MAINTENANCE

6.1 General

The Contractor shall enter into a separate contract with the County to provide the following:

- Operate a central monitoring station
- Provide Routine system monitoring
- Event-driven monitoring services
- Routine maintenance, and repair services
- Non-routine Repair Services
- Emergency Repair Services

For the access control/CCTV/Intrusion Alarm Systems (system) installed by Contractor under this project. A copy of the Draft Agreement (AGMT 10-53124) is included in these Contract Documents.

Contractor shall provide and operate an Underwriter's Laboratory (UL) certified central monitoring station that provides for monitoring of audio listening security devices and/or motion/infrared security devices, and monitoring CCTV cameras, and access control systems. Contractor shall furnish personnel, equipment, parts, materials, supplies and services necessary to provide routine system monitoring, maintenance, and repair services, and event-driven monitoring services; and non-routine and emergency repair services for the Access Control /CCTV/Intrusion Alarm System installed as a part of this project.

Routine system monitoring, maintenance, and repair services shall include, but not be limited to, repairs due to normal wear and tear; system adjustments and testing; remote monitoring to identify system irregularities or malfunctions; upgrades and updates to web-based programs and Firmware hardware for system management; annual health check of all systems; and as-requested technical support and training for County staff managing the systems.

Event-driven monitoring services shall include, but not be limited to, notifying emergency responder(s) and, where applicable, providing live audio feed when the central monitoring station is notified of an event. Non-routine repair services shall include, but not be limited to, repair of Access Control/CCTV/Intrusion Alarm System equipment necessary due to damage or use beyond normal wear and tear.

Contractor shall respond on-site to all emergency service requests on the same day as the request is made. Contractor shall be available to provide emergency services seven (7) days per week, twenty-four (24) hours per day.

Service locations for these services shall include all of the facilities receiving equipment as a part of this project. Those facilities are as follows:

- 3057 Briw Road, Placerville CA, Human Services Department
- 3057 Briw Road, Placerville CA, Child Support Services
- 3047 Briw Road, Placerville CA, Human Services Department
- 937 Spring Street, Placerville CA, Human Services Department
- 670 Placerville Drive, Placerville CA, Health Services Department
- 1900 Lake Tahoe Blvd., Placerville CA, Health Services Department

6.2 Service – Access Control and Intrusion Alarm Systems

Contractor shall have a service center within a two (2)-hour radius of the project sites and shall stock appropriate spare parts to respond and rectify any malfunctions within four (4) hours. Contractor agrees to dispatch a technician to repair any malfunction that renders the system inoperable within two (2) hours of

notification of failure, and to provide a security guard, at Contractor's expense, to protect the site if the system cannot be made operable the same day.

6.3 Service – CCTV System

Contractor shall replace any component of the CCTV system that fails and is unable to be repaired with the same or comparable component.

Contractor shall provide a comparable loaner piece of equipment if part of the CCTV system fails and needs to be sent out for repair so the system will remain operational.

6.4 Measurement and Payment

The County and the Contractor shall enter into a separate contract in accordance with the unit prices bid in Schedule B and the Work described herein. Parts and Materials for Non-Routine and Emergency Repair Services shall not exceed Contractor's cost plus 25%. The County will consider the unit prices bid for Schedule B and the anticipated additional work related to Non- Routine and Emergency Repair Services to determine the not-to-exceed compensation for the services associated with this Agreement.

END OF DIVISION

**COUNTY OF EL DORADO, CALIFORNIA
DEPARTMENT OF TRANSPORTATION
FACILITIES ENGINEERING DIVISION**

APPENDIX A

FEDERAL WAGE DECISION

for

**ACCESS CONTROL/CCTV/INTRUSION ALARM SYSTEM
for the
HUMAN SERVICES/ CHILD SUPPORT SERVICES/ HEALTH SERVICES
DEPARTMENTS
PLACERVILLE & SOUTH LAKE TAHOE
CONTRACT NO. PW 10-30566, CIP No. 90400**

GENERAL DECISION: CA20100009 12/03/2010 CA9

Date: December 3, 2010

General Decision Number: CA20100009 12/03/2010

Superseded General Decision Number: CA20080009

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only); DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/2010
1	03/26/2010
2	07/02/2010
3	07/09/2010
4	08/13/2010
5	08/27/2010
6	09/10/2010
7	09/24/2010
8	10/01/2010
9	10/15/2010
10	10/29/2010
11	11/05/2010
12	11/19/2010
13	12/03/2010

ASBE0016-001 01/01/2010

AREA 1: ALAMEDA, CONTRA COSTA, LAKE, MARIN, MENDOCINO, MONTEREY, NAPA, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONO, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN JOAQUIN, SHASTA, SIERRA, SISKIYOU, STANISLAU, SUTTER, TEHEMA, TRINITY, TULARE, TUOLUMNE, YOLO, & YUBA COUNTIES

Rates Fringes

Asbestos Workers/Insulator
(Includes the application of all insulating materials,

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Protective Coverings,
 Coatings, and Finishes to all
 types of mechanical systems)

Area 1.....	\$ 50.43	16.66
Area 2.....	\$ 39.78	16.66

 ASBE0016-007 01/01/2010

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 15.18	2.80

 BOIL0549-002 01/01/2009

	Rates	Fringes
BOILERMAKER		
(1) Marin & Solano Counties..	\$ 40.17	22.32
(2) Remaining Counties.....	\$ 37.01	22.25

 BRCA0003-001 08/01/2008

	Rates	Fringes
MARBLE FINISHER.....	\$ 28.02	12.12

 BRCA0003-004 05/01/2010

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,
 LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,
 SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY
 COUNTIES

	Rates	Fringes
BRICKLAYER		
AREA 1.....	\$ 33.86	18.24
AREA 2.....	\$ 39.10	20.97

SPECIALTY PAY:

(A) Underground work such as tunnel work, sewer work,
 manholes, catch basins, sewer pipes and telephone conduit
 shall be paid \$1.25 per hour above the regular rate. Work
 in direct contact with raw sewage shall receive \$1.25 per

hour in addition to the above.

(B) Operating a saw or grinder shall receive \$1.25 per hour above the regular rate.

(C) Guniting nozzle person shall receive \$1.25 per hour above the regular rate.

BRCA0003-008 07/01/2009

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 30.25	11.57
TERRAZZO WORKER/SETTER.....	\$ 38.93	19.32

BRCA0003-010 04/01/2009

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 21.08	8.62
Area 2.....	\$ 21.16	11.02
Area 3.....	\$ 21.34	10.89
Area 4.....	\$ 20.83	10.37
Tile Layer		
Area 1.....	\$ 35.95	10.42
Area 2.....	\$ 34.31	12.12
Area 3.....	\$ 38.51	12.17
Area 4.....	\$ 35.35	12.12

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc,
 Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter,
 Tehama, Yolo, Yuba
 AREA 2: Alpine, Amador
 AREA 3: Marin, Napa, Solano, Siskiyou
 AREA 4: Sonoma

BRCA0003-014 08/01/2008

	Rates	Fringes
MARBLE MASON.....	\$ 39.22	18.58

CARP0034-001 07/01/2009

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician.....	\$ 35.75	24.16
Diver standby.....	\$ 40.33	24.16
Diver Tender.....	\$ 39.33	24.16
Diver wet.....	\$ 80.66	24.16
Manifold Operator (mixed gas).....	\$ 44.33	24.16
Manifold Operator (Standby).....	\$ 39.33	24.16

DEPTH PAY (Surface Diving):
 050 to 100 ft \$2.00 per foot
 101 to 150 ft \$3.00 per foot
 151 to 220 ft \$4.00 per foot

SATURATION DIVING:

The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:

Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

 CARP0034-003 07/01/2010

	Rates	Fringes
Piledriver.....	\$ 36.75	24.86

* CARP0035-001 08/01/2010

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO

AREA 4: ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 37.50	23.58
Area 3.....	\$ 31.67	23.58
Area 4.....	\$ 30.77	23.58
Drywall Stocker/Scrapper		
Area 1.....	\$ 18.75	14.40
Area 3.....	\$ 15.84	14.40
Area 4.....	\$ 15.39	14.40

* CARP0035-009 07/01/2010

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Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway Carpenter.....	\$ 37.50	23.14
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 37.65	23.14
Journeyman Carpenter.....	\$ 37.50	23.14
Millwright.....	\$ 37.60	24.73

 CARP0035-010 07/01/2010

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Alpine, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc,
 Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou,
 Sutter, Tehama, Trinity, Yolo & Yuba counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I.....	\$ 22.11	14.98
Installer II.....	\$ 18.68	14.98
Lead Installer.....	\$ 25.56	15.48
Master Installer.....	\$ 29.78	15.48
Area 2		
Installer I.....	\$ 19.46	14.98
Installer II.....	\$ 16.51	14.98
Lead Installer.....	\$ 22.43	15.48
Master Installer.....	\$ 26.06	15.48
Area 3		
Installer I.....	\$ 18.51	14.98
Installer II.....	\$ 15.74	14.98
Lead Installer.....	\$ 21.31	15.48
Master Installer.....	\$ 24.73	15.48

 * CARP0046-001 07/01/2010

El Dorado (West), Placer (West), Sacramento and Yolo Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 37.50	23.14
Hardwood Floorlayer,		

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Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 31.32	23.14
Journeyman Carpenter.....	\$ 31.17	23.14
Millwright.....	\$ 33.67	24.73

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

* CARP0046-002 07/01/2010

Alpine, Colusa, El Dorado (East), Nevada, Placer (East),
Sierra, Sutter and Yuba Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 37.50	23.14
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 30.42	23.14
Journeyman Carpenter.....	\$ 30.27	23.14
Millwright.....	\$ 32.77	24.73

* CARP0152-003 07/01/2010

Amador County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 37.50	23.14
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 30.42	23.14
Journeyman Carpenter.....	\$ 30.27	23.14
Millwright.....	\$ 32.77	24.73

* CARP0180-001 07/01/2010

Solano County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway		

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Carpenter.....	\$ 37.50	23.14
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 37.65	23.14
Journeyman Carpenter.....	\$ 37.50	23.14
Millwright.....	\$ 37.60	24.73

* CARP0751-001 07/01/2010

Napa and Sonoma Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 37.50	23.14
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 37.65	23.14
Journeyman Carpenter.....	\$ 37.50	23.14
Millwright.....	\$ 37.60	24.73

* CARP1599-001 07/01/2010

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama
and Trinity Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 37.50	23.14
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 30.42	23.14
Journeyman Carpenter.....	\$ 30.27	23.14
Millwright.....	\$ 32.77	24.73

ELEC0006-002 12/01/2008

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 29.87	3%+11.95
Technician.....	\$ 34.01	3%+11.95

SCOPE OF WORK INCLUDES-

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SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

 ELEC0180-001 06/01/2010

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 46.92	3%+18.10
ELECTRICIAN.....	\$ 41.71	3%+18.10

* ELEC0340-002 12/01/2010

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications		
Installer.....	\$ 24.13	3%+10.65
Sound & Communications		
Technician.....	\$ 27.75	3%+10.65

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music Intercom and telephone

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interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS

Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems
 Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

 ELEC0340-003 06/01/2010

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA, EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
ELECTRICIAN		
Remaining area.....	\$ 38.93	3%+13.25
Sierra Army Depot, Herlong..	\$ 48.66	3%+13.25
Tunnel work.....	\$ 40.88	3%+13.25

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CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

 ELEC0401-005 12/01/2009

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 35.40	13.02+3%

 ELEC0551-004 06/01/2009

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 44.00	3%+13.00

 ELEC0659-006 01/01/2010

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 29.78	3%+13.30

 ELEC0659-008 02/01/2010

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer.....	\$ 47.34	13.74
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man....	\$ 42.27	13.54
(3) Tree Trimmer.....	\$ 29.70	9.94
(4) Line Equipment Man.....	\$ 36.35	10.85
(5) Powdermen, Jackhammermen.....	\$ 31.90	10.00
(6) Groundman.....	\$ 29.59	10.24

 ELEC1245-004 06/01/2009

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 44.47	13.11

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(2) Equipment specialist
 (operates crawler
 tractors, commercial motor
 vehicles, backhoes,
 trenchers, cranes (50 tons
 and below), overhead &
 underground distribution
 line equipment).....\$ 35.52 12.07
 (3) Groundman.....\$ 27.17 11.82
 (4) Powderman.....\$ 39.71 12.23

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day,
 Independence Day, Labor Day, Veterans Day, Thanksgiving Day
 and day after Thanksgiving, Christmas Day

ELEV0008-001 01/01/2010

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 54.89	20.035

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly
 rate as vacation pay credit for employees with more than 5
 years of service, and 6% for 6 months to 5 years of service.
 PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day,
 Labor Day, Veterans Day, Thanksgiving Day, Friday after
 Thanksgiving, and Christmas Day.

ENGI0003-008 07/01/2009

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:) AREA 1: (1) Leverman.....	\$ 38.94	22.58
(2) Dredge Dozer; Heavy duty repairman.....	\$ 33.98	22.58
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 32.86	22.58
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 29.56	22.58
AREA 2: (1) Leverman.....	\$ 40.94	22.58
(2) Dredge Dozer; Heavy duty repairman.....	\$ 35.98	22.58
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch		

Operator.....\$ 34.86	22.58
(4) Bargeman; Deckhand;	
Fireman; Leveehand; Oiler..\$ 31.56	22.58

AREA DESCRIPTIONS

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity
Counties
Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with
Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-018 07/01/2010

"AREA 1" WAGE RATES ARE LISTED BELOW

"AREA 2" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1
RATES.

SEE AREA DEFINITIONS BELOW

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Rates Fringes

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Appendix A
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OPERATOR: Power Equipment
 (AREA 1:)
 GROUP 1.....\$ 37.77 23.00
 GROUP 2.....\$ 36.24 23.00
 GROUP 3.....\$ 34.76 23.00
 GROUP 4.....\$ 33.38 23.00
 GROUP 5.....\$ 32.11 23.00
 GROUP 6.....\$ 30.79 23.00
 GROUP 7.....\$ 29.65 23.00
 GROUP 8.....\$ 28.51 23.00
 GROUP 8-A.....\$ 28.30 23.00

OPERATOR: Power Equipment
 (Cranes and Attachments -
 AREA 1:)
 GROUP 1
 Cranes.....\$ 38.65 23.00
 Oiler.....\$ 29.39 23.00
 Truck crane oiler.....\$ 31.68 23.00
 GROUP 2
 Cranes.....\$ 36.89 23.00
 Oiler.....\$ 29.18 23.00
 Truck crane oiler.....\$ 31.42 23.00
 GROUP 3
 Cranes.....\$ 35.14 23.00
 Hydraulic.....\$ 30.79 23.00
 Oiler.....\$ 28.90 23.00
 Truck Crane Oiler.....\$ 31.18 23.00

OPERATOR: Power Equipment
 (Piledriving - AREA 1:)
 GROUP 1
 Lifting devices.....\$ 38.99 23.00
 Oiler.....\$ 29.73 23.00
 Truck crane oiler.....\$ 32.01 23.00
 GROUP 2
 Lifting devices.....\$ 37.17 23.00
 Oiler.....\$ 29.46 23.00
 Truck Crane Oiler.....\$ 31.76 23.00
 GROUP 3
 Lifting devices.....\$ 35.49 23.00
 Oiler.....\$ 29.24 23.00
 Truck Crane Oiler.....\$ 31.47 23.00
 GROUP 4.....\$ 33.72 23.00
 GROUP 5.....\$ 31.08 23.00
 GROUP 6.....\$ 28.85 23.00

OPERATOR: Power Equipment
 (Steel Erection - AREA 1:)
 GROUP 1
 Cranes.....\$ 39.62 23.00
 Oiler.....\$ 30.07 23.00
 Truck Crane Oiler.....\$ 32.30 23.00
 GROUP 2
 Cranes.....\$ 37.85 23.00
 Oiler.....\$ 29.80 23.00
 Truck Crane Oiler.....\$ 32.08 23.00

GROUP 3		
Cranes.....	\$ 36.37	23.00
Hydraulic.....	\$ 31.42	23.00
Oiler.....	\$ 29.58	23.00
Truck Crane Oiler.....	\$ 31.81	23.00
GROUP 4.....	\$ 34.35	23.00
GROUP 5.....	\$ 33.05	23.00
OPERATOR: Power Equipment		
(Tunnel and Underground Work		
- AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 33.87	23.00
GROUP 1-A.....	\$ 36.34	23.00
GROUP 2.....	\$ 32.61	23.00
GROUP 3.....	\$ 31.28	23.00
GROUP 4.....	\$ 30.14	23.00
GROUP 5.....	\$ 29.00	23.00
UNDERGROUND:		
GROUP 1.....	\$ 33.77	23.00
GROUP 1-A.....	\$ 36.34	23.00
GROUP 2.....	\$ 32.51	23.00
GROUP 3.....	\$ 31.18	23.00
GROUP 4.....	\$ 30.04	23.00
GROUP 5.....	\$ 28.90	23.00

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu.

yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Soils &

materials tester; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck-type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under;

Self-propelled boom-type lifting device, over 45 tons;
Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under; Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson;
Mucking machine (rubber tired, rail or track type); Raised
bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete
pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine
operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and
compressor (gunite); Compressor operator; Oiler; Pump
operator; Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND
UNDERGROUND [These areas do not apply to Piledrivers and
Steel Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,
NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,
SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,
SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS
NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:

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Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County
Area 2: Remainder

MADERA COUNTY

Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with Shasta County

Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder

Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

ENGI0003-019 06/29/2009

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 28.64	20.53
AREA 2.....	\$ 30.64	20.53
GROUP 2		
AREA 1.....	\$ 25.04	20.53
AREA 2.....	\$ 27.04	20.53
GROUP 3		
AREA 1.....	\$ 20.43	20.53
AREA 2.....	\$ 22.43	20.53

GROUP DESCRIPTIONS:

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GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscape Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:

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Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County
Area 2: Remainder

MADERA COUNTY

Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with Shasta County

Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder

Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

IRON0002-004 07/01/2010

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	15.26
Ornamental, Reinforcing and Structural.....	\$ 33.00	23.73

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-002 12/01/2008

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B.....	\$ 18.08	6.60
LABORER (Lead Removal)		
Area A.....	\$ 34.15	6.11
Area B.....	\$ 33.15	6.11

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0067-003 07/01/2009

AREA A: ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO & SANTA CLARA

AREA B: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SANCRRMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, SOLANO, SONOMA, STANISLAUS,TEHAMA,TRINITY, TULARE, TUOLUMNE, YOLO & YUBA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 26.89	14.93
Area B.....	\$ 25.89	14.93
Traffic Control Person I		
Area A.....	\$ 27.19	14.93
Area B.....	\$ 26.19	14.93
Traffic Control Person II		
Area A.....	\$ 24.69	14.93

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Area B.....\$ 23.69 14.93

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0067-006 06/28/2010

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 27.84	15.82
GROUP 1.....	\$ 27.14	15.82
GROUP 1-a.....	\$ 27.36	15.82
GROUP 1-c.....	\$ 27.19	15.82
GROUP 1-e.....	\$ 27.69	15.82
GROUP 1-f.....	\$ 27.72	15.82
GROUP 1-g (Contra Costa		
County).....	\$ 27.34	15.82
GROUP 2.....	\$ 26.99	15.82
GROUP 3.....	\$ 26.89	15.82
GROUP 4.....	\$ 20.58	15.82

See groups 1-b and 1-d under laborer classifications.

Laborers: (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 26.84	15.82
GROUP 1.....	\$ 26.14	15.82
GROUP 1-a.....	\$ 26.36	15.82
GROUP 1-c.....	\$ 26.19	15.82
GROUP 1-e.....	\$ 26.69	15.82
GROUP 1-f.....	\$ 26.72	15.82
GROUP 2.....	\$ 25.99	15.82
GROUP 3.....	\$ 25.89	15.82
GROUP 4.....	\$ 19.58	15.82

See groups 1-b and 1-d under laborer classifications.

Laborers: (GUNITITE - AREA A:)		
GROUP 1.....	\$ 28.10	15.82
GROUP 2.....	\$ 27.60	15.82
GROUP 3.....	\$ 27.60	15.82

GROUP 4.....	\$ 27.60	15.82
Laborers: (GUNITE - AREA B:)		
GROUP 1.....	\$ 27.10	15.82
GROUP 2.....	\$ 26.60	15.82
GROUP 3.....	\$ 26.01	15.82
GROUP 4.....	\$ 25.89	15.82
Laborers: (WRECKING - AREA A:)		
GROUP 1.....	\$ 27.14	15.82
GROUP 2.....	\$ 26.99	15.82
Laborers: (WRECKING - AREA B:)		
GROUP 1.....	\$ 26.14	15.82
GROUP 2.....	\$ 25.99	15.82
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 26.89	15.82
(2) Establishment Warranty Period.....	\$ 20.58	15.82
Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction.....	\$ 25.89	15.82
(2) Establishment Warranty Period.....	\$ 19.58	15.82

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar

type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts

thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

A: at demolition site for the salvage of the material.

B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunitite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LAB00067-010 06/29/2009

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 33.35	14.93
GROUP 2.....	\$ 33.12	14.93
GROUP 3.....	\$ 32.87	14.93
GROUP 4.....	\$ 32.42	14.93
GROUP 5.....	\$ 31.88	14.93
Shotcrete Specialist.....	\$ 33.87	14.93

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunitite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunitite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0073-001 07/01/2009

	Rates	Fringes
Plasterer tender.....	\$ 28.37	14.14

LABO0139-002 07/01/2009

NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	\$ 27.28	14.93

LABO0185-002 07/01/2009

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 27.03	14.93

LABO0291-001 07/01/2009

MARIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 28.28	14.93

PAIN0016-004 07/01/2010

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:.....	\$ 34.50	16.87

PREMIUMS:

EXOTIC MATERIALS - \$0.75 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction

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(bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional
100 to 180 feet - \$4.00 per hour additional
Over 180 feet - \$6.00 per hour additional

PAIN0016-005 07/01/2010

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 42.66	17.26

PAIN0016-007 09/01/2010

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
Painters:.....	\$ 25.78	12.97

SPRAY/SANDBLAST: \$0.50 additional per hour.
EXOTIC MATERIALS: \$1.00 additional per hour.
HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

PAIN0016-008 07/01/2010

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 40.71	14.88

PAIN0169-004 07/01/2010

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City;

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going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

	Rates	Fringes
GLAZIER.....	\$ 42.67	18.00

 * PAIN0567-001 07/01/2010

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 24.79	8.01
Spray Painter & Paperhanger.	\$ 25.58	8.01

PREMIUMS:
 Special Coatings (Brush), and Sandblasting = \$0.50/hr
 Special Coatings (Spray), and Steeplejack = \$1.00/hr
 Special Coating Spray Steel = \$1.25/hr
 Swing Stage = \$2.00/hr

*A special coating is a coating that requires the mixing of 2 or more products.

 PAIN0567-007 07/01/2010

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 25.93	10.41

 PAIN0567-010 07/01/2010

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
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Drywall

(1) Taper.....	\$ 26.54	9.74
(2) Steeplejack - Taper, over 40 ft with open space below.....	\$ 28.04	9.79

PAIN0767-004 07/01/2010

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU,
SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

	Rates	Fringes
GLAZIER.....	\$ 33.53	16.20

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day,
President's Day, Memorial Day, Independence Day, Labor Day,
Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50
per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2009

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 29.44	12.51
GROUP 2.....	\$ 24.23	12.51
GROUP 3.....	\$ 24.86	12.51

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic
stripes and marking; hot thermo plastic; tape, traffic
stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

* PAIN1237-001 07/01/2010

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada
Mountains); GLENN; LASSEN (west of Highway 395, beginning at
Stacey and including Honey Lake); MODOC; NEVADA (west of the
Sierra Nevada Mountains); PLACER (west of the Sierra Nevada
Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the
Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY;
YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 30.54	13.45

 PLAS0300-003 07/01/2009

	Rates	Fringes
PLASTERER		
AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties.....	\$ 32.82	15.10
AREA 355: Marin, Napa & Sonoma Counties.....	\$ 32.82	15.30

 PLAS0300-005 06/28/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.65	18.56

 PLUM0038-002 07/01/2010

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)		
(1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and research facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE.....	\$ 46.96	34.83
(2) All other work - NEW CONSTRUCTION RATE.....	\$ 55.25	37.04

 PLUM0038-006 07/01/2010

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 46.96	26.35

 PLUM0228-001 07/01/2010

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA,
 SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 35.70	20.68

 PLUM0343-001 07/01/2010

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial.....	\$ 30.60	17.34
All Other Work.....	\$ 45.25	22.20

DEFINITION OF LIGHT COMMERCIAL:
 Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand (\$250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand (\$250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand (\$250,000) for the plumbing bid; and Two Hundred Fifty Thousand (\$250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: \$.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: \$.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: \$.75 per hour additional.

 PLUM0350-001 08/01/2010

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 35.28	9.97

 PLUM0355-001 07/01/2010

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,
 Access Control/CCTV/Intrusion Alarm Systems for HuSD/CSD/HeSD
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NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Underground Utility Worker		
/Landscape Fitter.....	\$ 28.10	7.20

PLUM0442-003 07/01/2010		

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 35.70	21.18

PLUM0447-001 07/01/2010		

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman.....	\$ 39.82	18.57
Light Commercial Work.....	\$ 29.78	9.57

ROOF0081-006 08/01/2009		

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer.....	\$ 30.95	12.65

ROOF0081-007 08/01/2009		

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Roofer.....	\$ 26.77	13.93

SFCA0483-003 08/02/2010		

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 52.09	20.55

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SFCA0669-003 04/01/2010

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA,
PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,
TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
SPRINKLER FITTER.....	\$ 33.35	17.60

SHEE0104-006 07/01/2009

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker Mechanical Contracts \$200,000 or less.....	\$ 43.32	26.40
All other work.....	\$ 47.73	26.67

SHEE0104-014 07/01/2009

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 33.43	24.31

SHEE0162-006 07/01/2010

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER,
YOLO AND YUBA COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 33.05	26.36

SHEE0162-007 07/01/2010

ALPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER.....	\$ 28.91	23.56

SHEE0162-008 07/01/2010

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER,
PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA,
YOLO AND YUBA COUNTIES

	Rates	Fringes
Access Control/CCTV/Intrusion Alarm Systems for HuSD/CSD/HeSD Contract No. PW 10-30566, CIP No. 90400 January 4, 2011		

Sheet Metal Worker (Metal decking and siding only).....\$ 33.05 26.36

SHEE0162-014 07/01/2009

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
Mechanical Jobs \$200,000 & under.....	\$ 27.90	20.89
Mechanical Jobs over \$200,000.....	\$ 36.31	21.61

TEAM0094-001 07/01/2009

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 27.13	18.99
GROUP 2.....	\$ 27.43	18.99
GROUP 3.....	\$ 27.73	18.99
GROUP 4.....	\$ 28.08	18.99
GROUP 5.....	\$ 28.43	18.99

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck;

Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbed Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**COUNTY OF EL DORADO, CALIFORNIA
DEPARTMENT OF TRANSPORTATION
FACILITIES ENGINEERING DIVISION**

APPENDIX B

SAMPLE APPLICATION FOR PROGRESS PAYMENT

for

**ACCESS CONTROL/CCTV/INTRUSION ALARM SYSTEM
for the
HUMAN SERVICES/ CHILD SUPPORT SERVICES/ HEALTH SERVICES
DEPARTMENTS
PLACERVILLE & SOUTH LAKE TAHOE
CONTRACT NO. PW 10-30566, CIP No. 90400**

County of El Dorado Application for Progress Payment

Project # CIP # 90400		Contract # PW 10-30566		Project Description: Access Control/CCTV/Intrusion Alarm Systems for HuSD/CSD/HeSD		
Contractor:		Notice to Proceed Date:	Completion Date:	Adj. Completion Date:		
Payment Period:	Contract Amount:		Adj. Contract Amount:			
Date Work Started:	% Time Used:		% Job Completed:	Quantity Work:	Progress Work:	
Item No.	Description	Units	Unit Price	Qty. Per Cont.	Completed Amount	Value of Completed Work
Human Services Department						
3057 Briw Road, Placerville						
Access Control System						
1	S2 NetBox Access Controller	EA		2		
2	Door Package	EA		5		
Intrusion Alarm System						
3	Intrusion Detection Controller	EA		2		
4	Sonitrol Audio Sensor	EA		3		
5	Panic Button System.	LS		1		
CCTV Surveillance & Recording System						
6	Video Surveillance Viewing and Recording Software	LS		1		
7	CCTV Cameras	EA		21		
Total Progress for 3057 Briw Road, Human Services Dept. \$						
Child Support Services Department						
3057 Briw Road, Placerville						
Access Control System						
1	S2 NetBox Access Controller	EA		1		
2	Door Package	EA		1		
Intrusion Alarm System						
3	Intrusion Detection Controller	EA		1		
4	Dual Technology Motion/IR Detector	EA		3		
5	Panic Button System	LS		1		
CCTV Surveillance & Recording System						
6	Video Surveillance Viewing and Recording Software	LS		1		
7	Existing CCTV Cameras	EA		3		
Total Progress for 3057 Briw Road, Child Support Services Dept. \$						

County of El Dorado Application for Progress Payment

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Contractor:		Notice to Proceed Date:	Completion Date:	Adj. Completion Date:		
Payment Period:	Contract Amount:	Adj. Contract Amount:				
Date Work Started:	% Time Used:	% Job Completed:	Quantity Work:	Progress Work:		
Human Services Department						
3047 Briw Road, Placerville						
Access Control System						
1	S2 NetBox Access Controller	EA		1		
2	Door Package	EA		7		
Intrusion Alarm System						
3	Intrusion Detection Controller	EA		1		
4	Sonitrol Audio Sensor	EA		3		
CCTV Surveillance & Recording System						
5	Video Surveillance Viewing and Recording Software	LS		1		
6	CCTV Cameras	EA		7		
Total Progress for 3047 Briw Road \$ _____						
Human Services Department						
937 Spring Street., Placerville						
Item No.	Description	Units	Unit Price	Qty. Per Cont.	Completed Amount	Value of Completed Work
Access Control System						
1	S2 NetBox Access Controller	EA		1		
2	Door Package	EA		9		
Intrusion Alarm System						
3	Intrusion Detection Controller	EA		2		
4	Panic Button System	LS		1		
Total Progress for 937 Spring Street \$ _____						

County of El Dorado Application for Progress Payment

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Payment Period:	Contract Amount:		Adj. Contract Amount:			
Date Work Started:	% Time Used:	% Job Completed:	Quantity Work:	Progress Work:		
Health Services Department						
670 Placerville Drive, Placerville						
Access Control System						
1	S2 NetBox Access Controller	EA		2		
2	Door Package	EA		27		
Intrusion Alarm System						
3	Intrusion Detection Controller	EA		4		
4	Dual Technology Motion/IR Detector	EA		15		
5	Keypad	EA		4		
6	Panic Button System	LS		1		
				Total Progress for 670 Placerville Drive \$		
Health Services Department						
1900 Lake Tahoe Boulevard, South Lake Tahoe						
Access Control System						
1	S2 NetBox Access Controller	EA		1		
2	Door Package	EA		7		
Intrusion Alarm						
3	Intrusion Detection Controller	EA		2		
4	Dual Technology Motion/IR Detector	EA		5		
5	Keypad	EA		2		
6	Panic Button System	LS		1		
CCTV Surveillance & Recording System						
7	Video Surveillance Viewing and Recording Software	LS		1		
8	CCTV Cameras	EA		2		
				Total Progress for 1900 Lake Tahoe Boulevard \$		
Web-Based Central Monitoring System and Training						
1	S2 Enterprise Server Central Monitoring System	LS		1		
2	Training on Systems Operation	HR		40		
				Total Progress for Web-Based Central Monitoring and Training \$		

County of El Dorado Application for Progress Payment

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Contractor:		Notice to Proceed Date:	Completion Date:	Adj. Completion Date:
Payment Period:	Contract Amount:	Adj. Contract Amount:		
Date Work Started:	% Time Used:	% Job Completed:	Quantity Work:	Progress Work:

TOTAL \$ _____

Submitted: _____
Contractor Date

Retained (_____ %) \$ _____

Checked: _____
Engineer/Project Manager Date

Total Less Retained \$ _____

Approved: _____
Contract Administrator Date

Previous Payments \$ _____

Due this Estimate \$ _____

**COUNTY OF EL DORADO, CALIFORNIA
DEPARTMENT OF TRANSPORTATION
FACILITIES ENGINEERING DIVISION**

PROJECT PLANS

for

**ACCESS CONTROL/CCTV/INTRUSION ALARM SYSTEM
for the
HUMAN SERVICES/ CHILD SUPPORT SERVICES/ HEALTH SERVICES
DEPARTMENTS
PLACERVILLE & SOUTH LAKE TAHOE
CONTRACT NO. PW 10-30566, CIP No. 90400**