

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

**CONTRACT DOCUMENTS** 

INCLUDING

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

FOR

# **300 FAIR LANE, PLACERVILLE DEMOLITION PROJECT**

BID #21-968-011

# BIDS MUST BE RECEIVED BY: 3:00 P.M. on JANUARY 26, 2021 PROCUREMENT & CONTRACTS 330 FAIR LANE, PLACERVILLE, CA 95667

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# COUNTY OF EL DORADO CHIEF ADMINISTRATIVE OFFICE FACILITIES DIVISION

# **300 FAIR LANE, PLACERVILLE DEMOLITION PROJECT**

# BID #21-968-011

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### COUNTY OF EL DORADO CHIEF ADMINISTRATIVE OFFICE FACILITIES DIVISION

### NOTICE TO BIDDERS

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

# 300 FAIR LANE, PLACERVILLE DEMOLITION PROJECT BID #21-968-011

will be received by the Chief Administrative Office, Procurement & Contracts Division, at **330 FAIR LANE**, **PLACERVILLE**, **CALIFORNIA**, until **3:00 p.m. on January 26**, **2021**, at which time and place bids will be publicly opened and read by the Chief Administrative Office, Procurement & Contracts Division.

No Bid may be withdrawn after the time established for receiving bids or before the award and execution of the Contract, unless the award is delayed for a period exceeding sixty (60) calendar days. Bids shall be executed in accordance with the instructions given and on the forms provided in the Contract Documents furnished by the County of El Dorado, Chief Administrative Office, Procurement & Contracts Division through the Quest Construction Data Network (Quest). The proposal including the Bidder's Bond shall be submitted in a sealed envelope clearly marked:

### **"300 FAIR LANE, PLACERVILLE DEMOLITION PROJECT"**

### BID #21-968-011

### TO BE OPENED AT 3:00 P.M. ON JANUARY 26, 2021

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

- A. The furnishing of all labor, materials, and equipment for the site demolition as shown or required per the contract documents. Bids are required for the entire work described herein.
- B. The contract time shall be Forty-five (45) calendar days.
- C. For bonding purposes the estimated project cost is **approximately \$400,000**.
- D. A Pre-Bid Job Walk is scheduled for this project on January 7, 2021. **BIDDERS OR THEIR REPRESENTATIVES SHALL MEET AT 300 FAIR LANE, PLACERVILLE, CALIFORNIA SHARPLY AT** 10:00 A.M. ATTENDANCE AT THE PRE-BID JOB WALK IS MANDATORY. ONLY THE BIDS OF FIRMS WITH REPRESENTATIVES IN ATTENDANCE AND WHO HAVE SIGNED THE SIGN-IN SHEET WILL BE CONSIDERED FOR EVALUATION AND AWARD. REPRESENTATIVES SHALL FOLLOW COUNTY COVID-19 POLICY WHILE ON COUNTY PREMISES WHICH INCLUDES, BUT IS NOT LIMITED TO, THE USE OF FACE COVERINGS AND PHYSICAL DISTANCING OF SIX (6) FEET. THE COUNTY POLICY IS AVAILABLE AT: https://www.edcgov.us/Government/BOS/Documents/E-11%20COVID-19%20Workplace%20Guidelines.pdf. In order to limit the disruption to the conduct of business, the meeting date listed will be the only opportunity for bidders to visit the site. The Bidder's representative will be required to sign an attendance sheet and provide the name of the firm being represented. The County will post on the Quest website such Addenda as the County in its discretion considers necessary in response to questions arising and information presented at the Pre-Bid Job Walk. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda and answers to questions deemed relevant and appropriate issued as a result of the Pre-Bid Job Walk shall constitute the sole and exclusive record and statement of the results of the Pre-Bid Job Walk.

**PRE-BID COMMUNICATIONS & REQUESTS FOR INFORMATION (RFI):** Questions will be accepted in writing only, through submission to the Quest website under the Quest Project #7394677 "Project Q&A", by email, or in hard copy, until **5:00 P.M. on January 13, 2021**. Pre-bid communications and RFI are to be emailed to: <u>kady.leitner@edcgov.us</u> with BID #21-968-011 – RFI as the subject, or in hard copy delivered to: County of El Dorado, Procurement & Contracts, 2850

County of El Dorado 300 Fair Lane, Placerville Demolition Project Bid #21-968-011

Notice to Bidders N-1 20-1551 B 3 of 156 Fairlane Court, Placerville, CA 95667, BID #21-968-011 - RFI. Answers to questions deemed relevant and appropriate will be posted on Quest on or about January 19, 2021. Oral responses concerning the content of the Plans and Contract Documents shall not be relied upon and will not be binding or legally effective. Addenda will be uploaded in pdf format to Quest's website and Quest will issue an automatic email notification to all plan-holders that have acquired the Contract Documents digitally through Quest. The list of plan-holders will be available on Quest's website under "View Planholders".

**OBTAINING OR INSPECTING CONTRACT DOCUMENTS:** The contract documents may be viewed and/or downloaded from the Quest website at <u>http://www.questcdn.com</u>. Interested parties may also access the Quest website by clicking on the link next to the Project Name or entering the Quest project #7394677 on the Chief Administrative Office, Procurement and Contract's website at http://edcapps.edcgov.us/contracts/invite.asp.

Interested parties may view the Contract Documents on the Quest website at no charge. The digital Contract Documents may be downloaded for \$15.00 by inputting the Quest project #7394677 on the websites' Project Search page. Please contact Quest CDN.com at 925.233.1632 or info@questcdn.com for assistance with free membership, registration, downloading, and working with this digital project information.

### To be included on the planholders list and receive notification of addenda, interested parties must download the Contract Documents from Quest. Those downloading the Contract Documents assume responsibility and risk for completeness of the downloaded Contract Documents.

Physical paper copies of the Contract Documents, including Plans, may be examined at the County of El Dorado, Chief Administrative Office, Procurement & Contract Division located at 2850 Fairlane Court, Placerville, California; however, the Chief Administrative Office will no longer issue paper copies of the Contract Documents to bidders.

**CONTRACTORS LICENSE CLASSIFICATION:** Bidders shall be properly licensed to perform the Work pursuant to the Contractors' State License Law (Business and Professions Code Section 7000 et seq.) and shall possess a C-21 Building Moving/Demolition Contractor License at the time the bid is submitted, and shall maintain a valid license and certification through completion and acceptance of the Work, including the guarantee and acceptance period. Failure of the successful Bidder to obtain proper adequate licensing at the time of contract award shall constitute a failure to execute the Contract and shall result in the forfeiture of the Bidder's security, and may result in legal penalties.

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

**REQUIRED LISTING OF PROPOSED SUBCONTRACTORS:** Each Proposal shall have listed therein the name and address of each subcontractor, to whom the Bidder proposes to subcontract portions of the work in an amount in excess of 1/2 of one percent of its total bid in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The Bidder shall also describe in the Subcontractor Listing the work to be performed by each subcontractor listed. The work to be performed by the subcontractor shall be shown by listing the description of the work, and portion of the work to be performed by the subcontractor in the form of a percentage calculated by dividing the work to be performed by the subcontractor 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.

### **CONTRACTOR REGISTRATION:**

No contractor or subcontractor may be listed on a bid proposal for a public works project or awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Sections 1771.1(a), 1725.5. Bids will not be accepted from unregistered contractors except as provided in section 1771.1.

### **EMISSIONS REDUCTION:**

Contractor shall comply with emission reduction regulations mandated by the California Air Resources Board, sign the certification of knowledge in the Agreement, and provide County a Certificate of Reported Compliance when road legal diesel vehicles with a gross vehicle weight over 14,000 pounds are included in their fleet. Contractor must require all sub-contractors to comply with such regulations and provide County a Certificate of Reported Compliance for each sub-contractor with road legal diesel vehicles over 14,000 pound gross vehicle weight.

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

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

**PREVAILING WAGE REQUIREMENTS:** In accordance with the provisions of California Labor Code Sections 1770 et seq., the general prevailing rate of wages in the county in which the Work is to be done has been determined by the Director of the California Department of Industrial Relations. These wage rates appear in the California Department of Transportation publication entitled General Prevailing Wage Rates. Interested parties can obtain the current wage information by submitting their requests to the Department of Industrial Relations, Division of Labor Statistics and Research, P.O. Box 420603, San Francisco CA 94142-0603, Telephone (415) 703-4708 or by referring to the website at http://www.dir.ca.gov/dlsr/PWD. The rates at the time of the bid advertisement date of a project will remain in effect for the life of the project in accordance with the California Code of Regulations, as modified and effective January 27, 1997.

Copies of the general prevailing rate of wages in the County in which the Work is to be done are also on file at the Chief Administrative Office, Facilities Division, and are available upon request.

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

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

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

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

### **BIDDERS PROTEST PROCEDURES:**

The Chief Administrative Office, Procurement & Contracts Division, will notify all bidders in writing of its recommendation for award or rejection of bids, and the date and time on which the recommendation for award will be considered and acted upon by the Board of Supervisors ("Notice of Intent to Award"). All bidders may attend the Board of Supervisors meeting, address the Board, and be heard.

Within 5 working days from the date of the Notice of Intent to Award, the Bidder protesting the recommendation for award must submit a formal written protest to the Procurement & Contracts Division, stating in detail the basis and reason for the protest. The Bidder must provide facts to support the protest including any evidence Bidder wishes to be considered together with the law, rule, regulation, or criteria on which the protest is based. The Bidder may attend the Board of Supervisors meeting at which the recommendation and bid protest will be considered. If 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 the decision of the Board of Supervisors on the bid protest shall be final.

**PAYMENTS:** Attention is directed to Article 5 – PAYMENT of the Contract.

**RETAINAGE FROM PAYMENTS:** Attention is directed to Article 21 – RETAINAGE of the Contract.

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

Authorized by the Board of Supervisors on December 15, 2020 at Placerville, California.

Dated:

By: \_\_\_\_\_

Chair, Board of Supervisors

Kim Dawson Clerk of the Board of Supervisors

By:

Deputy Clerk

Dated:

# \* END OF NOTICE TO BIDDERS \*

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

# 300 FAIR LANE, PLACERVILLE DEMOLITION PROJECT BID #21-968-011

# **INSTRUCTIONS TO BIDDERS**

- 1. The County of El Dorado will receive sealed bids from Bidders as stipulated in the Notice to Bidders.
- Bidders must submit bids only on forms provided in the Contract Documents downloaded from the Quest website 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 will be deemed nonresponsive and shall not be considered.
- 3. Bidders must complete and submit the Proposal, Proposal Bid Price Schedule, Subcontractors Listing, Public Contract Code Section 10285.1 Statement, Public Contract Code Section 10162 Questionnaire, Non-Collusion Affidavit, Confidentiality of Information Provided, Iran Contracting Act Certification, and page P-10, along with P-11 through P-13, as applicable. Bids submitted without the required documentation will be deemed nonresponsive and will not be considered.
- 4. Bidders must supply all information required by Contract Documents and specifications. Bids must be 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.
- 5. Bidders may not modify Proposal Document or qualify their bids.
- 6. 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 c" 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 downloaded all documents related to the project and takes responsibility for their completeness;
  - b. Bidder has attended the mandatory pre-bid job walk and has examined thoroughly and understands the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
  - c. 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.

7. The following represents the schedule for this Project:

Mandatory Pre-Bid Job Walk	January 7, 2021 10:00 A.M.
Deadline for Final Questions	January 13, 2021 5:00 P.M.
Bid Submission Deadline	January 26, 2021 3:00 P.M.
Notice of Intent to Award Posting Estimate	January 29, 2021

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

Submit the following documents to Kady Leitner, Chief Administrative Office, Procurement and Contracts Division, 2850 Fairlane Court, Placerville, CA 95667 by 5:00 p.m. of the **TENTH** calendar day, following the date of the NOTICE OF AWARD OF CONTRACT letter. Execution of Contracts by the County depends upon approval of Insurance Certificates and Bonds, and associated contract documents.

- i. Contracts: The successful Bidder shall execute and submit the Agreements for the work associated with the Proposal Lump Sum Bid Price Schedule (See Draft Agreement). Submit two (2) originals of Agreement, each bearing an original signature.
- ii. County of El Dorado Performance Bond: To be executed by successful Bidder and surety each with notary acknowledgement.
- iii. County of El Dorado Payment Bond: To be executed by successful Bidder and surety each with notary acknowledgement.
- iv. Insurance certificates required by Conditions of the Contract, Article 8.
- v. California Form 590 Withholding Exemption and County Payee Data Record Form
- vi. Certificate of Reported Compliance for road legal diesel vehicles over 14,000 pounds, if applicable.

# \* END OF INSTRUCTIONS TO BIDDERS \*

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

# PROPOSAL

## (to be submitted with Bidder's Security)

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

for the completion of

## 300 FAIR LANE, PLACERVILLE DEMOLITION PROJECT

### BID #21-968-011

NAME OF BIDDER:
BUSINESS MAILING ADDRESS:
CITY, STATE, ZIP:
BUSINESS STREET ADDRESS:(Please include even if P.O. Box used)
CITY, STATE, ZIP:
TELEPHONE NO: AREA CODE ( )
FAX NO: AREA CODE ( )
EMAIL ADDRESS

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

County of El Dorado 300 Fair Lane, Placerville Demolition Project Bid #21-968-011

# 300 FAIR LANE, PLACERVILLE DEMOLITION PROJECT

### BID #21-968-011

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

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

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

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

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

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

# The undersigned Bidder acknowledges that a bid security must be submitted in the amount of not less than ten percent (10%) of the total amount bid.

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

For the project site, Bidder's scope of work shall include: Demolish existing building in its entirety, including but not limited to: roof structure & roofing, all roof mounted equipment, any and all electrical conduits conductors, panels, distribution, and fixtures, mechanical equipment, plumbing, fire systems, concrete, asphalt, doors, windows, structural components, exterior walls including finishes, building slab, stem walls & footings, Interior CMU/stick/steel studded walls, stair ways, ramps any and all interior construction. For additional scope of work information, see project specific exhibits, Exhibits A, B1.1, B1.2, B1.3, B1.4, B1.5, and C1. Should Bidder find relevant details missing from the original drawings, Bidder shall alert the County.

County of El Dorado 300 Fair Lane, Placerville Demolition Project Bid #21-968-011

**Proposal** Page P-2

### **ALTERNATES:**

Alternate #1:	<b>ADD</b> – Handle transite piping. Please include a Linear Foot price for 6" diameter and under to abate and dispose.
Alternate #2:	ADD – Handle contaminated soils. Please include a Cubic Yard price to handle and dispose.
Alternate #3:	ADD – Remove grease trap.
Alternate #4:	ADD – Set new PG&E approved locking vault.
Alternate #5:	<b>ADD</b> – Disposal of all light bulbs/lamps and ballasts including all required abatement costs associated with interior and exterior lamps and ballasts.

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

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

# PROPOSAL BID PRICE SCHEDULE 300 FAIR LANE, PLACERVILLE DEMOLITION PROJECT BID #21-968-011

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

\$\_\_\_\_\_

 Alternate #1 ADD – Transite Piping – Bid Amount:
 \$\_\_\_\_\_\_\_

 Alternate #2 ADD – Contaminated Soils – Bid Amount:
 \$\_\_\_\_\_\_\_

 Alternate #3 ADD – Grease Trap – Bid Amount:
 \$\_\_\_\_\_\_\_

 Alternate #4 ADD – Locking Vault – Bid Amount:
 \$\_\_\_\_\_\_\_\_

Alternate #4 ADD – Light Bulbs/Lamps and Ballasts – Bid Amount: \$\_\_\_\_\_

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

**Lump Sum Bid Amount:** 

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

### SUBCONTRACTORS LISTING

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

Name	Location of Business	License No.	Description of Work and Percentage of Work Subcontracted

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

## **PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

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

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

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

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

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

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

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

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

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

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

### PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

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

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

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

### PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

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

### NOTE:

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

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

### NONCOLLUSION AFFIDAVIT

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

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

### NOTE:

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

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

Signature:	

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

Name:	

Title:	 				

Firm:	

# CONFIDENTIALITY OF INFORMATION PROVIDED

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

Signature:	Date:
Name:	-
Title:	-
Firm:	-

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# **IRAN CONTRACTING ACT CERTIFICATION**

(Public Contract Code Section 22000 et seq.)

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

- \_\_\_\_ Bidder/Proposer is not:
  - (i) Identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
  - (ii) A financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons an d entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- \_\_\_\_ The County has exempted Bidder/Proposer from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the County will be unable to obtain the goods and/or services to be provided pursuant to the contract.

Signature:	Date:
Name:	-
Title:	-
Firm:	-

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

Accompanying this proposal is

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

in amount equal to at least ten percent (10%) of the total amount bid.

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

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

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

License No. Classification(s)

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

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

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

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

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

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

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

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

at:	 County, State of
	Date:
	SIGN HERE:
	Name and Title of Bidder:
	Name of Firm:
	END OF PROPOSAL

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# **COUNTY OF EL DORADO**

## **BIDDER'S BOND**

# this form MUST be used

### KNOW ALL PEOPLE BY THESE PRESENTS, THAT WE \_\_\_\_\_

\_\_\_\_\_, as **PRINCIPAL**, and

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

### TEN PERCENT (10%) OF THE AMOUNT OF THE TOTAL LUMP SUM BID PRICE

### 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:

### 300 FAIR LANE, PLACERVILLE DEMOLITION PROJECT BID #21-968-011

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

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

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

(seal)

Principal

Suretv

(seal)

Address:

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

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# PRINCIPAL

A notary public or other officer completing this certificate verifies only the identity
of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
not the traindiness, accuracy, or validity of that document.
ACKNOWLEDGMENT
State of California
County of
On before me,,
(here insert name and title of the officer)
percenally appeared
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.
the instrument the person(s), of the entity upon benan 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 300 Fair Lane, Placerville Demolition Project Bid #21-968-011

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# SURETY

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

ACKNOWLEDGMENT
State of California
County of
On before me,, (here insert name and title of the officer)
personally appeared
,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature
(Seal)

County of El Dorado 300 Fair Lane, Placerville Demolition Project Bid #21-968-011

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# **County of El Dorado**

# BID #21-968-011

## **300 FAIR LANE, PLACERVILLE DEMOLITION PROJECT**

**THIS AGREEMENT** ("Agreement") approved by the County of El Dorado Board of Supervisors, this \_\_\_\_\_\_ day of \_\_\_\_\_\_, in the year of 20\_\_, made and concluded, in duplicate, between the COUNTY OF EL DORADO, a political subdivision of the State of California, by the Chief Administrative Office, Facilities Division thereof, the party of the first part hereinafter called "County," and \_\_\_\_\_\_ party of the second part hereinafter called "Contractor.

# RECITALS

WHEREAS, County has caused the above-captioned project to be let to formal bidding process; and

WHEREAS, Contractor has duly submitted a bid response for the captioned project upon which County has awarded this Contract.

**NOW, THEREFORE,** the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree, each with the other, as follows:

### Article 1. THE WORK

The improvement contemplated in the performance of this Contract is an improvement over which the County of El Dorado shall exercise general supervision. The County therefore, shall have the right, but not the duty to assume full and direct control over this Contract whenever the County at its sole discretion, shall determine that its responsibility is so required.

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

## 300 FAIR LANE, PLACERVILLE DEMOLITION PROJECT

The project is located at 300 Fair Lane, Placerville, California in El Dorado County. The Work to be done as described in the Technical Specifications section and as shown on the Plans, generally consists of, but is not limited to: furnishing of all labor, materials, and equipment for the site demolition. The Work shall include:

Demolish existing building in its entirety, including but not limited to: roof structure & roofing, all roof mounted equipment, any and all electrical conduits conductors, panels, distribution, and fixtures, mechanical equipment, plumbing, fire systems, concrete, asphalt, doors, windows, structural components, exterior walls including finishes, building slab, stem walls & footings, Interior CMU/stick/steel studded walls, stair ways, ramps any and all interior construction. For additional scope of work information, see project specific exhibits, Exhibit A, B1.1, B1.2, B1.3, B1.4, B1.5, and C1. Should Bidder find relevant details missing from the original drawings, Bidder shall alert the County.

Alternate #1: ADD – Handle transite piping. Include a Linear Foot price for 6" diameter and under to abate and dispose.
Alternate #2: ADD – Handle contaminated soils. Include a Cubic Yard price to handle and dispose.
Alternate #3: ADD – Remove grease trap.
Alternate #4: ADD – Set new PG&E approved locking vault.
Alternate #5: ADD – Disposal of all light bulbs/lamps and ballasts including all required abatement costs associated with interior and exterior lamps and ballasts.

### Article 2. CONTRACT DOCUMENTS

The Contract Documents consist of: the Notice to Bidders; the bid forms which include the accepted Proposal, Proposal Bid Price Schedule, Subcontractors Listing, Section 10285.1 Statement, Section 10162 Questionnaire, Section 10232 Statement, and the Noncollusion Affidavit; the Contract which includes this Agreement with all Exhibits thereto, the Performance Bond and Payment Bond; Conditions of the Contract; the drawings, specification and diagrams, listed and identified as the Project Plans; all Addenda incorporated in those documents before their execution, all Contract Change Orders, Architect's Supplemental Instructions, and Construction Change Directives issued in accordance with the Contract Documents which may be delivered or issued after the Effective Date of this Agreement and are not attached hereto; the prevailing Labor Surcharge And Equipment Rental Rates (when required) as determined by the Department of Industrial Relations to be in effect on the date the Work is accomplished; all the obligations of County and of Contractor which are fully set forth and described therein; and all Contract Documents which are hereby specifically referred to and by such reference made a part hereof. All Contract Documents are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all Contract Documents. Contractor agrees to perform all of its promises, covenants, and conditions set forth in the Contract Documents, and to abide by and perform all terms and conditions set forth therein. In case of conflict between this Agreement and any other contract document, this Agreement shall take precedence.

### Article 3. CONTRACT PRICE

As compensation agreed upon for said Work, County shall pay or cause to be paid to Contractor, in full, and for the full contract price and compensation for said completion of the Work, including without limitation, all bonds and insurance, THE NOT TO EXCEED SUM OF (insert dollar amount in words) DOLLARS (\$(insert dollar amount in numbers)) which sum constitutes the Contract Price for the complete Project (the "Contract Price").

### Article 4. COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall commence on the date specified in the Notice to Proceed issued by County. The work shall be diligently prosecuted to completion within **forty-five** (45) calendar days commencing from the date shown on the Contractor Notice to Proceed.

County and Contractor recognize that time is of the essence of the Agreement and that County will suffer loss if the Work is not completed within the time specified in the above paragraph, plus any extensions thereof allowed in accordance with Article 4.3.5 of the Conditions of the Contract. The parties also recognize delays, expense, and difficulties involved with proving in a legal proceeding the actual loss suffered by County if the Work is not completed on time. Accordingly, instead of requiring any such proof, County and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay County the sum of **ONE THOUSAND FOUR HUNDRED DOLLARS** (\$1,400.00) for each and every calendar day, as liquidated damages and not as a penalty, for each and every calendar day's delay in finishing the Work in excess of the contract time prescribed herein; and Contractor agrees that County may deduct the amount thereof from any monies due or that may become due Contractor under this contract.

### Article 5. PAYMENT

Payment shall be made to Contractor as follows:

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

Retention of 5% of the total Contract price will be held until the work is 50% complete, and thereafter at the option of County. Payment by County as herein provided shall not be construed as an absolute acceptance of defects in the work or improper materials.

### Article 6. INDEMNITY

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

The duty to indemnify and hold harmless the County specifically includes the duties to defend set forth in Section 2778 of the Civil Code. The insurance obligations of the Contractor are separate, independent obligations under the Contract Documents, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Contract Documents.

### Article 7. GUARANTEES

Contractor shall repair or replace any or all work provided hereunder which is defective due to faulty materials, poor workmanship, or defective equipment at no expense to County, ordinary wear or tear and unusual abuse or neglect excepted, during the term of the Contract and for a period of one (1) year after Notice of Acceptance. Contractor shall be required to repair or replace any and all adjacent facilities or areas which have been damaged or displaced due to Contractor work performed under this Agreement at no expense to County during the term of this Contract and for a period of one (1) year after Notice of Acceptance.

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

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

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

### Article 8. NOTICE

Any notice or other correspondence required to be given under this Agreement by either party to the other may be affected by personal delivery in writing or by mail, postage prepaid. Notices personally delivered during normal business hours shall be deemed received on the actual date of delivery; mailed notices shall be deemed received one (1) day after affixed postmark. Notices and correspondence to County shall be in duplicate and shall be delivered to it as follows:

To County:

County of El Dorado Chief Administrative Office 3000 Fairlane Court, Suite One

Attn.: Russ Fackrell Facilities Manager Notices and correspondence to Contractor shall be delivered when personally delivered to, or if mailed, addressed to Contractor at:

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

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

### Article 9. VENUE

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

### Article 10. PERFORMANCE BOND

As a part of the execution of this Contract, Contractor shall furnish a bond of a surety company authorized to do business in the State of California, conditioned upon the faithful performance of all covenants and stipulations under this Contract. The amount of this bond shall be one hundred percent (100%) of the total Contract Price and shall be executed upon the form provided by County.

### Article 11. PAYMENT BOND

As a part of the execution of this Contract, Contractor shall furnish a bond of a surety company authorized to do business in the State of California, conditioned upon the payment in full of all claims for labor and materials in accordance with the provisions of the law of the State of California. The amount of this bond shall be one hundred percent (100%) of the total Contract Price and shall be executed upon the form provided by County.

### Article 12. NOTIFICATION OF SURETY COMPANY

The surety company shall familiarize itself with all of the conditions and provisions of this Contract, and shall waive the right of special notification of any change or modifications of this Contract or extension of time, or of decreased or increased work, or of the cancellation of the Contract, or of any other act or acts by County or its authorized agents, under the terms of this Contract; and failure to so notify the aforesaid surety company of changes shall in no way relieve the surety company of its obligation under this Contract.

### Article 13. ASSIGNMENT OF ANTITRUST ACTIONS

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor offers and agrees and will require all of its subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to Contractor, without further acknowledgment by the parties.

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code Sections 4550-4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the

bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under Government Code Sections 4550-4554 if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

### Article 14. TERMINATION BY COUNTY FOR CONVENIENCE

County reserves the right to terminate the Contract at any time upon determination by County's representative that termination of the Contract is in the best interest of County. County shall issue Contractor a written notice specifying that the Contract is to be terminated.

Upon receipt of said written notice, Contractor shall stop all work under the Contract except: (1) work specifically directed to be completed prior to termination, (2) work the Inspector deems necessary to secure the project for termination, (3) removal of equipment and plant from the site of the Work, (4) action that is necessary to protect materials from damage, (5) disposal of materials not yet used in the Work as directed by County, and (6) clean up of the site.

If the Contract is terminated for County's convenience as provided herein, all finished or unfinished work and materials previously paid for shall, at the option of County, become its property. Contractor shall be paid an amount which reflects costs incurred for work provided to the date of notification of termination. In addition, Contractor shall be paid the reasonable cost, as solely judged by County, and without profit, for all work performed to secure the project for termination.

### Article 15. TERMINATION BY COUNTY FOR CAUSE

If Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors or if a trustee or receiver is appointed for Contractor or for any of its property, or if Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or on more than one occasion fails to supply sufficient skilled workmen or suitable material or equipment, or on more than one occasion fails to make prompt payments to subcontractors for labor, materials, or equipment, or disregards the authority of the County's representative, or the Engineer, if one is appointed, or otherwise violates any provision of the Contract Documents, then County may, without prejudice to any other right or remedy and after giving Contractor and its Surety a minimum of ten (10) calendar days from delivery of a written termination notice, terminate the services of Contractor and take equipment and machinery thereon owned by Contractor and finish the Work by whatever method County may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

Without prejudice to other rights or remedies County may have, if Contractor fails to begin delivery of materials and equipment, to commence Work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner and at such locations as specified, or fails to maintain a work program which will ensure County's interest, or, if Contractor is not carrying out the intent of the Contract, an Inspector's written notice may be served upon Contractor and the Surety on its faithful performance bond demanding satisfactory compliance with the Contract. If Contractor or its Surety does not comply with such notice within five (5) calendar days after receiving it, or after starting to comply, fails to continue, County may exclude it from the premises and take possession of all material and equipment, and complete the Work by County's own forces, by letting the unfinished Work to another Contractor, or by a combination of such methods.

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

If the unpaid balance of the Contract price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to Contractor. If the sums under the Contract are insufficient for completion, Contractor or Surety shall pay to County within five (5) calendar days after the completion, all costs in excess of the Contract price. In any event, the cost of completing the Work shall be charged against Contractor and its Surety and may be deducted from any money due or becoming due from County.

The provisions of this Article shall be in addition to all other rights and remedies available to County under law.

If after notice of termination, it is determined for any reason that Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued. The Contract shall be equitably adjusted to compensate for such termination.

### Article 16. SUCCESSORS AND ASSIGNS

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

### Article 17. REPORTING ACCIDENTS

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

### Article 18. EMISSIONS REDUCTION

Contractor and its subcontractors shall comply with emission reduction regulations mandated by the California Air Resources Board, and sign a certification of knowledge thereof:

### CERTIFICATE OF KNOWLEDGE - EMISSIONS REDUCTION REGULATIONS

I am aware of the emissions reduction regulations being mandated by the California Air Resources Board (CARB). I will comply with such regulations before commencing the performance of the Work and maintain compliance throughout the duration of this Contract.



Contractor shall indemnify County against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules, and regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

### Article 19. 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 20. 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.

County of El Dorado 300 Fair Lane, Placerville Demolition Project Bid #21-968-011

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### Article 21. RETAINAGE

The retainage from payments is set forth in Section 6.4 "WITHHOLDINGS FROM PAYMENTS" of the Conditions of the Contract. Contractor may elect to receive one hundred percent (100%) of payments due as set forth in the Contract Documents, without retention, by depositing securities of equivalent value with County, in accordance with, and as set forth in Section 22300 of the Public Contract Code. Securities eligible for deposit hereunder shall be limited to those listed in Section 16430 of the Government Code, or bank or savings and loan certificates of deposit.

### Article 22. RESOLUTION OF CLAIMS

Contractor's attention is directed to California Public Contract Code Section 9204, which describes procedures for the resolution of claims on public works projects. Among other things, Section 9204 requires the claimant to furnish reasonable documentation to support a claim, requires the public entity to respond to the claim within forty-five (45) days of receipt of the claim, and allows for the claimant to demand an informal meet and confer conference for settlement of the issues in dispute. For any portion of a claim that remains in dispute, Section 9204 requires submission of the claim to nonbinding mediation. Additionally, Section 9204 requires the public entity to make any payment due on an undisputed portion of the claim within sixty (60) days of the public entity's written response and to pay interest at the rate of seven percent (7%) per annum on any amounts not paid in a timely manner. The provisions of Sections 20104 et seq. also apply to the resolution of claims under this Contract to the extent those sections are not in conflict with Section 9204.

### Article 23. PREVAILING WAGE REQUIREMENTS

In accordance with the provisions of California Labor Code Sections 1770 et seq., the general prevailing rate of wages in the county in which the Work is to be done has been determined by the Director of the California Department of Industrial Relations. Interested parties can obtain the current wage information by submitting their requests to the Department of Industrial Relations, Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA 94142-0603, Telephone (415) 703-4708 or by referring to the website at http://www.dir.ca.gov/dlsr/PWD. The rates at the time of the bid advertisement date of a project will remain in effect for the life of the project in accordance with the California Code of Regulations, as modified and effective January 27, 1997.

Copies of the general prevailing rate of wages in the county in which the Work is to be done are also on file at the Chief Administrative Office, Facilities Division, and are available upon request.

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

### Article 24. CONTRACTOR REGISTRATION

In accordance with California Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

The contractor must post job site notices as prescribed by regulation 8 California Code of Regulations Section 16451. All contractors and subcontractors must furnish electronic certified payroll records directly to the Department of Industrial Relations (DIR). The work is subject to compliance monitoring and enforcement by the DIR.

### Article 25. AUDIT BY CALIFORNIA STATE AUDITOR

Audit by California State Auditor: Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code \$8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

### Article 26. TAXES

Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

### Article 27. CHILD SUPPORT COMPLIANCE ACT

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

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

### Article 28. LICENSES

Contractor warrants and represents that it holds a valid California license pursuant to the Contractors' State License Law (Business and Professions Code Sections 7000, et seq.), that its license is in good standing and that it possesses a Class C-21 Building Moving/Demolition Contractor's License as required by the categories and type of the Work. Copies of Contractor's State Contractors' license must be provided with this Agreement.

In addition, Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement

### Article 29. BUSINESS LICENSE

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

#### Article 30. **CONTRACT ADMINISTRATOR**

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

#### Article 31. **AUTHORIZED SIGNATURES**

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

#### Article 32. PARTIAL INVALIDITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

#### Article 33. ENTIRE AGREEMENT

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

### LIST OF EXHIBITS:

- **Exhibit A Demolition Scope**
- **Exhibit B1.1 Demolition Plan**
- Exhibit B1.2 Exercise Yard
- Exhibit B1.3 Alterations & Additions
- Exhibit B1.4 Office Remodel
- Exhibit B1.5 Architectural & Structural
- Exhibit C1 HAZMAT Report
- Exhibit D Application and Certificate for Payment

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

By:	Dated:
, Cha Board of Supervisors County of El Dorado	air
Board Date:	
ATTEST: Kim Dawson, Clerk Of the Board of Supervisors	
By: Deputy Clerk	Dated:
Board Date:	
	CONTRACTOR
By:	Dated:
President	
By:	Dated:
Secretary	
License No.:	Federal Employer Identification No.
of the officer or officers authorized to s name of the firm shall be set forth above behalf of the co-partnership; and if Cont this document on behalf of a corporatio that it is appropriately authorized to a demonstrated to the satisfaction of Court	the legal name of the corporation shall be set forth above together with the sign sign contracts on behalf of the corporation; if Contractor is a co-partnership, the together with the signature of the partner or partners authorized to sign contra- tractor is an individual, his/her signature shall be placed above. Contractor ex- on or partnership shall be prepared to demonstrate by resolution, article, or oth act in these regards. For such corporation or partnership, such authority sinty. If signature is by an agent, other than officer of a corporation or a memb torney shall be on file with the Department prior to signing this document.
Mailing Address:	
Business Address:	

### **COUNTY OF EL DORADO**

gnature the true acts on ecuting nerwise shall be per of a

Mailing Add	ess:
Business Add	ress:
City, Zip:	
Phone:	Fax:
	* END OF AGREEMENT *

### **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:

### 300FAIR LANE, PLACERVILLE DEMOLITION PROJECT BID #21-968-011

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

### 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

20-1551 B 32 of 156

# PRINCIPAL

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
ACKNOWLEDGMENT
State of California
County of
On before me,,
(here insert name and title of the officer)
personally appeared
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature
(Seal)

# SURETY

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
ACKNOWLEDGMENT
State of California
County of
On before me,,
(here insert name and title of the officer)
personally appeared
, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.
WITNESS my hand and official seal.
Signature
(Seal)

### **COUNTY OF EL DORADO**

### **PERFORMANCE BOND**

	Bond No
KNOW ALL MEN BY THESE PRESENTS, that we	
the Contractor in the Contract hereto annexed, as Principal, and	
as Surety, are held firmly bound unto the County of El Dorado, a political subdivisi	on of the State of California, hereinafter
called the "Obligee" in the sum of	DOLLARS,
(\$) lawful money of the United States, for which	h payment, well and truly to be made, we

bind ourselves, jointly and severally, firmly by these presents.

Signed, sealed and dated:

The condition of the above obligation is such that if said Principal as Contractor in the Contract hereto annexed shall faithfully perform each and all of the conditions of said Contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Obligee, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the work of **BID #21-968-011** for the **300 FAIR LANE, PLACERVILLE DEMOLITION PROJECT** in strict conformity with the terms and conditions set forth in the Contract hereto annexed, then this obligation shall be null and void; otherwise this bond shall remain in full force and effect and the said Surety will complete the Contract work under its own supervision, by Contract or otherwise, and pay all costs thereof for the balance due under terms of the Contract, and the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration 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 Califo	ornia
County of	
On	before me,,
	(here insert name and title of the officer)
personally ap	peared
who proved to	, me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscri the same in hi the instrumer	o me on the basis of satisfactory evidence to be the person(s) whose name(s) bed to the within instrument and acknowledged to me that he/she/they executed s/her/their authorized capacity(ies), and that by his/her/their signature(s) on at the person(s), or the entity upon behalf of which the person(s) acted, executed
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# SURETY

	ACKNOWLEDGMENT
State of Califo	rnia
County of	
On	before me,,
	(here insert name and title of the officer)
personally app	peared
who proved to	, me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscrib the same in his	me on the basis of satisfactory evidence to be the person(s) whose name(s) bed to the within instrument and acknowledged to me that he/she/they executed /her/their authorized capacity(ies), and that by his/her/their signature(s) on t the person(s), or the entity upon behalf of which the person(s) acted, executed
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is/are subscrib the same in his the instrument the instrument I certify under foregoing para WITNESS my	me on the basis of satisfactory evidence to be the person(s) whose name(s) bed to the within instrument and acknowledged to me that he/she/they executed /her/their authorized capacity(ies), and that by his/her/their signature(s) on t the person(s), or the entity upon behalf of which the person(s) acted, executed PENALTY OF PERJURY under the laws of the State of California that the agraph is true and correct. hand and official seal.

20

# Withholding Exemption Certificate

CALIFORNIA FORM

(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. This form cannot be used for exemption from wage withholding.)

File this form with your withholding agent. (Please type or print)		Withholding agen	ťs na	me		
Vendor/Payee's name		Vendor/Payee's		Social security number California corp. no. 🛛	FEIN	Note: Failure to furnish your identification number will make this certificate void.
Vendor/Payee's address (number and street)		APT no.		Private Mailbox no.	Vendor/F	Payee's daytime telephone no.
City	State	ZIP Code	)			

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual. Read the following carefully and check the box that applies to the vendor/payee:

#### □ Individuals — Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly inform the withholding agent. See instructions for Form 590, General Information D, for the definition of a resident.

#### □ Corporations:

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State to do business in California. The corporation will withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California, I will promptly inform the withholding agent. See instructions for Form 590, General Information E, for the definition of permanent place of business.

#### □ Partnerships:

The above-named partnership has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The partnership will file a California tax return and will withhold on foreign and domestic nonresident partners when required. If the partnership ceases to do any of the above, I will promptly inform the withholding agent. **Note:** For withholding purposes, a Limited Liability Partnership is treated like any other partnership.

#### □ Limited Liability Companies (LLC):

The above-named LLC has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The LLC will file a California tax return and will withhold on foreign and domestic nonresident members when required. If the LLC ceases to do any of the above, I will promptly inform the withholding agent.

#### □ Tax-Exempt Entities:

The above-named entity is exempt from tax under California R&TC Section 23701 \_\_\_\_\_ (insert letter) or Internal Revenue Code Section 501(c) \_\_\_\_\_ (insert number). The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly inform the withholding agent. **Note:** Individuals cannot be tax-exempt entities.

#### □ Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:

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

#### □ California Irrevocable Trusts:

At least one trustee of the above-named irrevocable trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly inform the withholding agent.

#### □ Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

**CERTIFICATE:** Please complete and sign below.

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

Vendor/Payee's	name	and	title	(type	or	print)

Vendor/Payee's signature ►\_

Date \_\_\_\_

# **Instructions for Form 590**

# Withholding Exemption Certificate

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

# **General Information**

# **A** Purpose

Use Form 590 to certify an exemption from nonresident withholding. Complete and present Form 590 to the withholding agent. The withholding agent will then be relieved of the withholding requirements if the agent relies in good faith on a completed and signed Form 590 unless told by the Franchise Tax Board (FTB) that the form should not be relied upon.

#### Important – This form cannot be used for exemption from wage withholding. Any questions regarding wage withholding should be directed to the California Employment Development Department.

Do not use Form 590 if you are a seller of California real estate. Sellers of California real estate should use Form 593-C, Real Estate Withholding Certificate.

# **B** Law

R&TC Section 18662 requires withholding of income or franchise tax on payments of California source income made to nonresidents of California.

Withholding is required on:

- Payments to nonresidents for services rendered in California;
- Distributions of California source income made to domestic nonresident partners and members and allocations of California source income made to foreign partners and members;
- Payments to nonresidents for rents if the payments are made in the course of the withholding agent's business;
- Payments to nonresidents for royalties for the right to use natural resources located in California;
- Distributions of California source income to nonresident beneficiaries from an estate or trust; and
- Prizes and winnings received by nonresidents for contests in California.

For more information on withholding and waiver requests, get FTB Pub. 1017, Nonresident Withholding Partnership Guidelines, and FTB Pub. 1023, Nonresident Withholding Independent Contractor, Rent and Royalty Guidelines. To get a withholding publication see General Information G.

# C Who can Execute this Form

Form 590 can be executed by the entities listed on this form.

**Note:** In a situation where payment is being made for the services of a performing entity, this form can only be completed by the performing entity or the performing entity's partnership or corporation. It **cannot** be completed by the performing entity's agent or other third party.

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

# D Who is a Resident

A California resident is any individual who is in California for other than a temporary or transitory purpose or any individual domiciled in California who is absent for a temporary or transitory purpose.

An individual domiciled in California who is absent from California for an uninterrupted period of at least 546 consecutive days under an employment-related contract is considered outside California for other than a temporary or transitory purpose.

**Note:** Return visits to California that do not total more than 45 days during any taxable year covered by the employment contract are considered temporary.

This provision does not apply if an individual has income from stocks, bonds, notes, or other intangible personal property in excess of \$200,000 in any taxable year in which the employment-related contract is in effect.

A spouse who is absent from California for an uninterrupted period of at least 546 days to accompany a spouse who is under an employment-related contract is considered outside of California for other than a temporary or transitory purpose.

Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident. For assistance in determining resident status, get FTB Pub. 1031, Guidelines for Determining Resident Status, or call the Franchise Tax Board at (800) 852-5711 or (916) 845-6500 (not toll-free).

# E What is a Permanent Place of Business

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

# F Withholding Agent

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

**Note:** If the withholding agent has received Form 594, Notice to Withhold Tax at Source, only the performing entity can complete and sign Form 590 as the vendor/payee. If the performing entity completes and signs Form 590 indicating no withholding requirement, you must send a copy of Form 590 with Form 594 to the FTB.

For more information, contact the Withholding Services and Compliance Section. See General Information G.

The vendor/payee must notify the withholding agent if:

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

The withholding agent must then withhold. Remit the withholding using Form 592-A, Nonresident Withholding Remittance Statement, and complete Form 592, Nonresident Withholding Annual Return, and Form 592-B, Nonresident Withholding Tax Statement.

# G Where to get Publications, Forms, and Additional Information

You can download, view, and print FTB Publications 1017, 1023, 1024, and nonresident withholding forms, as well as other California tax forms and publications not related to nonresident withholding from our Website at:

#### www.ftb.ca.gov

To have publications or forms mailed to you or to get additional nonresident withholding information, please contact the Withholding Services and Compliance Section.

WITHHOLDING SERVICES AND COMPLIANCE SECTION FRANCHISE TAX BOARD PO BOX 942867 SACRAMENTO CA 94267-0651 Telephone: **(888)** 792-4900 (916) 845-4900 (not toll-free) FAX: (916) 845-9512

#### Assistance for persons with disabilities:

We comply with the Americans with Disabilities Act. Persons with hearing or speech impairments please call TTY/TDD (800) 822-6268.

#### Asistencia bilingüe en español

Para obtener servicios en español y asistencia para completar su declaración de impuestos/ formularios, llame al número de teléfono (anotado arriba) que le corresponde.





360 FAIR LANE PLACERVILLE, CALIFORNIA 95667 JOE HARN, CPA Auditor-Controller

BOB TOSCANO Assistant Auditor-Controller

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

# PAYEE DATA RECORD

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

PAYEE DATA RECORD	INSTRUCTIONS: Complete the fully completed form will													
PA	prepare Information Returns (Forms 1099), for withholding on payments to nonresident payees, and for reporting to the Employment Development Department (EDD).													
	Name (as shown on your inco	ome tax return)												
ESS	Business name/Doing business as/Disregarded entity name, if different from above													
DDR			-											
NAME AND ADDRESS	Physical address (number, st	hysical address (number, street, and apt. or suite)					Remittance address (if different than physical)							
NAME	City, state, zip code	City, state, zip cod												
_	Phone number		Fax number (optional)		En	nail (op	otiona	l)						
ళ	Check appropriate federal t	ax classification												
	Individual / sole propriet	or 🗌 Partne	ership 🗌 Trust / e	estate 🗌 Ot	her (se	e instru	uction	s) ► _						
I DN	C Corporation	S Corporation	f you are a corporation, d	lo you provide legal o	or medi	cal ser	vices	?		Ye	s [		No	
MPI	Limited liability company	<ol> <li>Enter the tax classif</li> </ol>	fication (C=C Corporation	h, S=S Corporation, F	P=Partr	ership	) .		-					
FEDERAL TAX CLASSIFICATION EXEMPTIONS	NOTE: IF YOU ARE A SING ON THE NAME LINE.	LE MEMBER LLC (D	DISREGARDED ENTITY)	, ENTER THE TAX (	CLASS	IFICA	TION	OF TI	HE OV	WNE	r ide	NTIF	IED	
0	Exempt payee code (if any)	- see instructions	Exemption from	n FATCA reporting co	ode (if a	any) – :	see ir	nstruct	tions		_			
NOL	Tax identification number (	TIN)												
TAX IDENTIFICATION NUMBER	Enter your TIN in the appro you must enter your SSN. Y not instead of, the SSN. Sir TIN of the owner identified	You may choose to page member LLCs (	provide your EIN in add	ition to, but		-			ity Nur <b>-</b> ication			 	<u> </u>	
	Check appropriate box for	residency status												
S	California resident / exempt from nonresident withholding – qualified to do business in California or maintains a permanent place of business in California (attach CA Form 590)													
ATL	California nonresident (see instructions)													
RESIDENCY STATUS	<b>NOTE</b> : Payments to Californi that exceed \$1,500 in a caler reduced withholding by the F California.	ndar year will be subje ranchise Tax Board.	ect to 7% nonresident with There is no withholding o	hholding unless you n payments for produ	have ol uct and	otaineo for sei	d a wa	aiver c	or have	e bee	en app	proved	ornia d for	
RES			aiver of State withholding				<b>、</b>							
_	Obtained Franchise Tax Board approval for reduced withholding (attach a copy if applicable)           California sales tax permit number													
	(required only for California n		nat charge California sale	es tax)										
ATION	Under penalties of perjury, 1) the TIN shown on this form 2) I am not subject to backup indicating that I am exempt for	n is my correct taxpay withholding <b>and 3</b> ) I	am a U.S. citizen or othe								is forr	n (if a	ny)	
CERTIFICATION	Authorized Payee Represer	ntative's Name (Type	e or Print)		Ti	itle								
CE	Signature			Date	T	elepho	one							
	Should my residency statu	s or any other inforr	nation provided above	change, I will prom	ptly no	tify Co	ountv	of El	Dora	do at	the a	addre	SS	
	listed above.	-												
zP	Please return completed Department/office:	i form to:												
RETURN FORM TO	Mailing address:													
FOI	Phone:	Fax:	Fm	ail·		20-	155	<u>1 B</u>	40 c	of 1	56			

#### COUNTY OF EL DORADO, PAYEE DATA RECORD (REVERSE)

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

CERTIFICATE ISSUER	DATE EXECUTED:		
PHONE ( )	THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. COMPANIES AFFORDING COVERAGE		
INSURED	COMPANY A LETTER	COMPANY RATING	
PHONE ( )	COMPANY B LETTER	COMPANY RATING	
PROJECT DESCRIPTION	COMPANY C LETTER	COMPANY RATING	
PROJECT TITLE:	COMPANY D LETTER	COMPANY RATING	
PROJECT NUMBER:	COMPANY E	COMPANY	
LOCATION:	LETTER	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 [ ] Commercial General Liability [ ] Occurrence [ ] Claims Made [ ] Owner's & Contractor's Protective [ ] General Aggregate * [ ] Per Project [ ] 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 [] Claims Made [] Project				GENERAL AGGREGATE \$ EACH CLAIM \$ DEDUCTIBLE \$
	AUTOMOBLE LIABILITY [ ] Any Auto [ ] All Owned Autos [ ] Scheduled Autos [ ] Hired Autos [ ] Non-Owned Autos [ ] Garage Liability				COMBINED SINGLE LIMIT\$BODILY INJURY (PER PERSON)\$BODILY INJURY (PER ACCIDENT)\$PRPERTY DAMAGE\$DEDUCTIBLE\$
	EXCESS LIABILITY [ ] Umbrella Form [ ] Other Than Umbrella Form				EACH OCCURRENCE \$ AGGREGATE \$
	[ ] WORKER'S COMPENSATION				STATUTORY
	EMPLOYER'S LIABILITY				(EACH ACCIDENT)\$(DISEASE - POLICY LIMIT)\$(DISEASE - EACH EMPLOYEE)\$
	OTHER [ ] Installation Floater [ ] Builder's Risk [ ]				\$ \$ \$

\* 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 TH EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL GIVE THIRTY (30) CAYS WRITTEN NOTICE TO TH CERTIFICATE HOLDER NAMED TO THE LEFT, IN ADVANCE OF THE EFFECTIVE DATE OF SUCH CANCELLATIO OR TERMINATION.						
	AUTHORIZED REPRESENTATIVE SIGNATURE, TITLE, TYPED NAME, SSN AND PHONE NUMBER:						

# **COUNTY OF EL DORADO**

# 300 FAIR LANE, PLACERVILLE DEMOLITION PROJECT

# BID #21-968-011

# CONDITIONS OF THE CONTRACT

# **ARTICLE 1**

#### **GENERAL PROVISIONS**

#### 1.1 BASIC DEFINITIONS

- <u>1.1.1</u> <u>County</u>: The County of El Dorado, a political subdivision of the State of California.
- <u>1.1.2</u> <u>Owner</u>: 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.
- <u>1.1.3</u> <u>Owner's Representative</u>: The Chief Administrative Office, Facilities Manager, or designated representative.
- <u>1.1.4</u> <u>Architect</u>: The person holding a valid California State Architect's license, whose firm has been designated within the Contract Documents as the Architect to provide services on the Project. When the Architect is referred to within the Contract Documents and no Architect has in fact been designated, then the matter shall be referred to the County and shall be interpreted as Owner's Representative.
- <u>1.1.5</u> <u>Project Manager</u>: 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.
- <u>1.1.6</u> <u>Contractor</u>: 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.
- <u>1.1.7</u> Inspector: The individual designated by the Owner as the Inspector as set forth in Paragraph 2.1.2.
- <u>1.1.8</u> <u>Subcontractor</u>: Those contractors, of whatever tier, furnishing labor or material, or both, for the Work under the Contract with the Contractor.
- <u>1.1.9</u> <u>Substantial Completion</u>: 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.
- <u>1.1.10</u> <u>Final Acceptance</u>: Conditions upon which the County will accept Work as satisfactorily completed in accordance with the Contract Documents. Requirements include, but are not limited to:
  - 1. All Systems having been tested and accepted as having met requirements of the Contract Documents.

- 2. One (1) PDF format and one (1) hard copy of all as-builts, manufacturer's product data and maintenance manuals having been submitted by the Contractor and reviewed and accepted by the Owner.
- 3. All punch list work, as directed by the Owner, having been completed by the Contractor.
- 4. Acceptance of the Work by the Owner.
- <u>1.1.11</u> <u>Final Payment</u>: The Final Payment shall be the only Payment made to Contractor and shall not be considered to be the payment of any or all of the retention.
- <u>1.1.12</u> <u>Architect's Supplemental Instructions/Instruction Bulletins</u>: A written order of the Architect and reviewed by the Owner's Representative directing the Contractor to provide supplemental instructions, interpretations, or conduct minor changes in work involving neither extra cost nor extra time and being consistent with the scope and functioning of the project, if applicable.
- 1.1.13 Construction Change Directive: A written order issued by the Owner directing a change in the Work and stating a proposed basis for adjustment, if any, of Contract Time or Sum. The Owner may by Change Directive, without invalidating the Contract and without Contractor's agreement, order changes in the Work. This procedure will be used in the absence of agreement between Owner and Contractor, for subsequent inclusion in a Change Order.
- <u>1.1.14</u> 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.
- <u>1.1.15</u> <u>Contract Documents</u>: 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.
- <u>1.1.16</u> <u>Work</u>: 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.
- <u>1.1.17</u> <u>Project</u>: The total construction of the Work performed under the Contract Documents.
- <u>1.1.18</u> <u>Plans</u>: The graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams, specifically Exhibit A-Demolition, Exhibit B1.1-Demolition Plan, Exhibit B1.2-Exercise Yard, Exhibit B1.3-Alterations & Additions, Exhibit B1.4-Office Remodel, Exhibit B1.5-Architectural & Structural, and Exhibit C1-HAZMAT Report.
- <u>1.1.19</u> <u>Technical Specifications</u>: That portion of the Contract Documents Division 0 through 48 consisting of the technical written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.
- 1.1.20 Claim: A demand or assertion by the Contractor seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. Claims must be made by written notice and shall include a demand for the Owner's decision. The responsibility to substantiate claims and to resolve the claims of subcontractors of whatever tier shall rest with the Contractor.
- <u>1.1.21</u> <u>Work Not Included</u>: 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.

- <u>1.1.22</u> <u>Furnish (material)</u>: To supply and deliver to the project ready for installation and in operating condition.
- <u>1.1.23</u> <u>Install (service or labor)</u>: To place in final position, complete, anchored, connected, and in operable condition with respect to required codes and/or governing agency requirements.
- <u>1.1.24</u> <u>Provide</u>: To furnish and install complete. When "Furnish", "Install", or "Provide" is stated, "Provide" is implied.
- <u>1.1.25</u> <u>Construct</u>: To "Furnish" materials to "Install" in final position, complete, anchored, and connected with respect to required codes, requirements, Contract Documents, and details.
- <u>1.1.26</u> <u>Day(s)</u>: All references to "day" or "days" in these Contract Documents shall be defined as calendar-day or calendar-days.
- <u>1.1.27</u> <u>Normal Working Hours</u>: Includes the hours from 7:30 a.m. to 4:30 p.m. Monday through Friday, except for County holidays.

# **1.2 CONTRACT DOCUMENTS**

- 1.2.1 One Document: The Contract Documents are one document and any work shown or mentioned shall be performed or furnished. The Contractor admits and agrees that the Contract Documents exhibit the intent and purpose of the Owner in regard to the Work, and that they are not complete in every detail and are to be considered as showing the purpose and intent only; and Contractor further agrees to furnish all labor or material for any detail that is necessary to carry out the intent and purpose of the Specifications without extra charge.
- 1.2.2 <u>Misuse of Words or Punctuation</u>: 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

- <u>1.3.1</u> <u>Mutual Consent</u>: 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.
- <u>1.3.2</u> <u>Assignment Under Anti-Trust Claims</u>: 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"

<u>1.4.1</u> 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

- <u>1.5.1</u> <u>Failure to Comply with Contract</u>: 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.
- <u>1.5.2</u> <u>Construction Methods</u>: 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

- <u>2.1.1</u> <u>Owner Representative</u>: 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 <u>Owner May Appoint Inspector</u>: 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 <u>Communication</u>: 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**

<u>2.2.1</u> <u>Right to Clean Up</u>: 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 <u>Right to Accept Imperfect Work</u>: 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 <u>Right to do Adjacent Work</u>: 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 <u>Right to Finish Contractor's Work</u>: 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 <u>Right of Partial Use of Project</u>: 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 <u>Right to Audit</u>: Contractor shall maintain and make available to the County, State Auditor, or to any of their duly authorized representatives all books, papers, job cost records, detailed cost estimates, claims, and accounts, including payment, property, payroll, personnel, subcontractor records, and financial records related to or which arise out of the Work or under terms of this Contract. Contractor shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and in accordance with these Contract Conditions and federal and state requirements. These books, papers, records, claims, and accounts shall be made available for examination during normal business hours and shall be readily available and accessible at Contractor's principal place of business in California, for audit during normal business hours at such place of business. Contractor shall provide office space, photocopies and other assistance to enable audit or inspection representatives to conduct such audits or inspections.

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

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

#### 2.3 **RESPONSIBILITIES OF OWNER**

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

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

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

# ARTICLE 3

# **CONTRACTOR'S RESPONSIBILITIES**

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

- 3.1.1 <u>Reporting Errors in Contract Documents</u>: 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 <u>Reporting Errors in Field Conditions</u>: 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 <u>No Implied Warranty</u>: 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 <u>Supervision of Work</u>: 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.
- <u>3.2.2</u> <u>Acts of Employees and Agents</u>: 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 <u>Acts Do Not Waive Contractor's Obligation</u>: 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 <u>Time of the Essence</u>: It is expressly understood and agreed that the time of beginning, rate of progress, and time of completion of the Work are of the essence. The time for completion of this contract shall be **forty-five (45) calendar days**, commencing from the date shown on the Contractor Notice to Proceed.
- <u>3.3.2</u> Owner and Contractor recognize that time is of the essence of the Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified, plus any extensions thereof. They also recognize the delays, expense, and difficulties involved with proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that Contractor shall pay Owner the sum of **One Thousand Four Hundred Dollars (\$1,400) 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.
- <u>3.3.3</u> <u>Work During Operational Hours</u>: The Facility will be operational during the Work. The Contractor shall not interfere or hinder government center operations. The Contractor shall keep all equipment and materials within designated work areas and out of hallways and doorways. Emergency exit routes shall be maintained at all times.
- 3.3.4 Construction Schedule: The Contractor shall coordinate the final critical path method (CPM) construction schedule with the Owner. The CPM schedule is required to be submitted within five (5) calendar days of issuance of Notice to Proceed. The CPM schedule will be for Owner's information only. Silence or inaction with regard to Contractor's schedule shall not be construed as acquiescence or acceptance of the schedule as being binding on Owner. Contractor's schedule shall provide for the completion date not to exceed nor shall it provide for the completion date earlier than the time limits for completion set forth in the Contract Documents. Float, whether for the entire Project or for specific tasks therein, shall be deemed to be for the benefit of the Owner. The Contractor shall keep the construction schedule current, and shall submit weekly updates to the Owner's Representative and Inspector, if any. The Contractor schedule, and which allows the Owner reasonable time to review the submittals.

#### 3.4 SUBMITTALS

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

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

# 3.5 STATE AND FEDERAL LABOR REQUIREMENTS

#### <u>3.5.1</u> 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 week in violation of the provisions of said Labor Code.
- 2. In accordance with the provisions of Section 1776 of the Labor Code of the State of California, the Contractor, and each subcontractor, shall also keep an accurate record showing the names and actual hours worked for all workers employed by him in connection with the Work contemplated by the Agreement, which record shall be open at all reasonable hours to the inspection of the Owner or its officers or agents, and to the Chief of the Division of Labor Statistics and Law Enforcement or the Department of Industrial Relations, his deputies or agents.

#### <u>3.5.2</u> <u>Apprentice Employment:</u>

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

#### 3.5.3 Wage Rates:

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

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

- 11. Copies of the applicable state prevailing wage rates are on file with the County of El Dorado, Chief Administrative Office, Facilities Division, 3000 Fairlane Court, Placerville, CA 95667, and they are available to any interested party on request.
- <u>3.5.4</u> <u>Certified Payroll</u>: 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 <u>Discrimination In Employment</u>: 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.
- <u>3.5.6</u> <u>Convict-Made Materials</u>: 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

<u>3.6.1</u> <u>Contractor Pays Taxes</u>: 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 <u>Regulations</u>: 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.
- <u>3.7.2</u> <u>Permits, Licenses, and Fees</u>: 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 <u>Patent Rights, Copyrights, Trade Names, and Royalties</u>: 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 (1) year from the date of the Notice of Acceptance that the Work is free from all defects due to faulty materials or workmanship and Contractor shall promptly make such corrections as may be necessary, including repairs of any damage to other parts of the Work resulting from such defects. Owner will give notice of observed defects with reasonable promptness. In the event that Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects within ten (10) calendar days after being notified in writing by Owner, Owner may do so and charge Contractor the cost thereby incurred.
- 3.8.2 <u>Extended Guarantees</u>: If a guaranty exceeding one (1) 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

<u>3.9.1</u> <u>Contract Warranty</u>: 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.
- <u>3.10.2</u> <u>Owner Not Liable for Debts</u>: Indebtedness incurred for any cause in connection with this Work must be paid by the Contractor, and the Owner is hereby relieved at all times from any indebtedness or claim other than the Contract price.
- 3.10.3 Indemnity: To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold the County and its officers, directors, and employees, harmless against and from any and all claims, suits, losses, damages, and liability for damages, including attorney's fees and other costs of defense brought for or on account of injuries to or death of any person, including but not limited to, workers and the public, or on account of injuries to or death of County employees or damage to property, or any economic, consequential or special damages which are claimed or which shall in any way arise out of or be connected with Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractors or employees of any of these, except

for the active, or sole negligence of the County its officers and employees, or where expressly prescribed by statute.

The duty to indemnify and hold harmless the County specifically includes the duties to defend set forth in Section 2778 of the Civil Code. The insurance obligations of Contractor are separate, independent obligations under the Contract Documents, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Contract Documents.

- 3.10.4 Environmental Indemnification: To the fullest extent allowed by law, from and after recording of the Notice of Acceptance, Contractor shall indemnify, defend, and save harmless Owner from all losses or damages resulting from injury to or death of any person and damage to property, and any fine, which is occasioned by or arises out of any breach of Environmental and Toxics Warranty, representations, or covenants of Contractor under this Contract. Contractor further agrees to indemnify and hold harmless Owner, its officers, employees, and agents, from and against any and all liability as follows:
  - 1. Including all foreseeable and all unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal of hazardous materials in any location by Contractor, and
  - 2. Including, without limitation, the cost of any required or necessary repair, cleanup, or detoxification and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following filing of the Notice of Acceptance to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of hazardous materials by any person on the Project prior to filing of the Notice of Acceptance. Contractor's obligations pursuant to the foregoing indemnity shall survive the filing of the Notice of Acceptance of the Project.
  - 3. This agreement as to indemnity and reimbursement as above set forth to be undertaken by the Contractor shall survive the performance of the remainder of said Contract and shall remain in full force and effect notwithstanding such performance.
  - 4. The foregoing duties of indemnity shall not apply to loss, damage, expense, or liability caused solely by the active negligence of the Owner or the Owner's agents, servants or independent contractors.

### 3.11 WORK REQUIREMENTS

- 3.11.1 <u>Conduct of Work</u>: 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.
- <u>3.11.2</u> <u>Maintenance of Site</u>: Strict prohibition against committing nuisances in or about the Work shall be maintained, and the Contractor shall not in any way obstruct or interfere with movements of traffic on any public right of way without first obtaining the necessary approval of the proper public agency.
- 3.11.3 <u>Clean Up of Site</u>: 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.

#### <u>3.11.4</u> <u>Cutting and Patching:</u>

- 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 <u>Contractor Responsible for Subcontractor's Acts</u>: 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.
- <u>3.12.3</u> <u>Ineligible Subcontractor</u>: Contractor is prohibited from performing work with a subcontractor who is ineligible to perform work pursuant to Labor Code Section 1777.1 or 1777.7.

# 3.13 SUPERINTENDENT

3.13.1 Work Superintendent: The Contractor will employ and maintain on the worksite a qualified supervisor or Superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. 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 <u>Skilled Labor</u>: 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.

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

- <u>4.1.1</u> <u>Contract Communications</u>: 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.
- <u>4.1.2</u> 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 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.
- <u>4.1.3</u> <u>Recommendation for Payments</u>: 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.
- <u>4.1.4</u> <u>Inspector's Authority</u>: 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 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

- <u>4.2.1</u> <u>Advance Notice</u>: Contractor shall provide Owner's Representative seventy-two (72) hours notice prior to beginning work at a specific location and for a specific department. Contractor shall notify Owner's Representative and Inspector forty-eight (48) hours prior to any day in which Contractor will 1) require an inspection of any portion of the Work, 2) work in excess of eight (8) hours or any time Contractor intends to work weekends, and 3) require shut down of all or any portion of building systems (electrical, plumbing, fire, mechanical, etc.). Any work not performed subject to inspection will not be accepted and will be rejected and/ or ordered removed by Owner, or Inspector.
- <u>4.2.2</u> <u>Access to Work</u>: 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.

- <u>4.2.3</u> <u>Costs of Tests</u>: 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 <u>Preparation of Change Directives/Orders</u>: 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

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

#### 4.3.2 Notice of Discovery of Hazardous Waste or Unusual Conditions:

- 1. The Contractor shall promptly, and before the following conditions are disturbed, notify the Owner in writing, in the event the Contractor encounters any of the following:
  - a. Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  - b. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.
- 2. The Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work shall issue a change order under the procedures described herein.
- 3. In the event a dispute arises between the Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for in the contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the Contractor and the Owner.
- <u>4.3.3</u> <u>Time Limits on Claims</u>: 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.

### <u>4.3.4</u> <u>Claims for Additional Costs</u>:

- 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.

# <u>4.3.5</u> <u>Claims for Additional Time</u>:

- 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".
- <u>4.3.6</u> <u>Submittal of Claims</u>: 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. The claim must be sent by registered mail or certified mail with return receipt requested to Owner's Representative.
- <u>4.3.7</u> <u>Submission Under Penalty of Perjury</u>: 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)"

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

#### 4.4 **DISPUTE RESOLUTION**

- 4.4.1 <u>Continue Work During Dispute</u>: 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.
- 4.4.2 <u>Requirements for Filing a Claim</u>: The claim shall be in writing and include documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Claims must be submitted by registered mail or certified mail with return receipt requested to Owner's Representative.

#### 4.4.3 Owner's Review of Claim.

- (a) Upon receipt of a claim, the Owner's Representative shall conduct a reasonable review of the claim, and within a period not to exceed forty-five (45) days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed.
- (b) The County and Contractor may, by mutual agreement, extend the time period provided in this Article 4.4.
- (c) If the County needs approval from the Board of Supervisors to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the Board does not meet within the forty-five (45) days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the County shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the forty-five (45) day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.
- (d) Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after the County issues its written statement. Failure by the County to issue a written statement shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the County's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this Article 4.4, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.
- (e) If the Contractor disputes the County's written response, or if the County fails to respond to a claim issued pursuant to this Article within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the County shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
- (f) Within ten (10) business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the County shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after the County issues its written statement.

#### 4.4.4 Nonbinding Mediation

(a) Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the County and the Contractor sharing the associated costs equally. The County and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of

the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

- (b) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Article 4.4.
- (c) Unless otherwise agreed to by the County and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- (d) If mediation is unsuccessful, the part of the claim remaining in dispute shall be subject to applicable procedures outside of this Article 4.4.
- (e) The claim resolution procedures in this Article 4.4 do not preclude the County from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this Article does not resolve the parties' dispute.
- 4.4.5 <u>Payment of Undisputed Portion of Claim</u>: Amounts not paid in a timely manner as required by this Article 4.4 shall bear interest at 7 percent (7%) per annum.
- <u>4.4.6</u> Claims by Subcontractors: If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against County because privity of contract does not exist, Contractor may present to the County a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the County shall furnish reasonable documentation to support the claim. Within forty-five (45) days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the claim to the County and, if the original Contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

#### 4.4.7 <u>Compliance</u>.

- (a) The provisions of this Article constitute a non-judicial dispute resolution procedure that, pursuant to Section 930.2 of the California Government Code, shall constitute a condition precedent to submission of a valid claim under the California Government Code. Contractor shall bear all costs incurred in the preparation, submission and administration of a claim. Any claims presented in accordance with the Government Code must affirmatively indicate Contractor's prior compliance with the dispute resolution procedure herein and the previous dispositions of the claims asserted. Pursuant to Government Code Section 930.2, the one (1) year period in Government Code Section 911.2 shall be reduced to one hundred and fifty (150) days from either accrual of the cause of action, substantial completion or termination of the contract, whichever occurs first; in all other respects, the Government Code shall apply unchanged.
- (b) Failure to submit a claim as required in Article 4.3 shall waive Contractor's right to claim on any specific issues not included in a timely submitted claim or issues not raised in a timely protest and timely claim submitted under Article 4.3 and may not be asserted in any subsequent litigation, Government Code claim, or legal action.
- (c) Upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and County may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this Article 4.4, so long as the provision do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

<u>4.4.8</u> <u>Consistency with Public Contract Code Sections 9204 and 20104 et seq</u>: If Contractor remains dissatisfied and desires to preserve its right to pursue the matter further, Contractor must file a claim with the County pursuant to Government Code Sections 900 et seq. or Sections 910 et seq. If any claim arising under this Contract is subject to the provisions of Public Contract Code Sections 9204 or 20104 et seq. and if those provisions require a procedure different from that established in this Contract, then the provisions of those sections shall apply in place of the conflicting procedure established herein.

# **ARTICLE 5**

# **CHANGES IN WORK**

#### 5.1 WAIVER

5.1.1 <u>Waivers of Contract Provisions</u>: 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 <u>Owner May Order Changes in Work</u>: 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 <u>Contract Change Instrument</u>: Changes in work involving a change in Contract Price or Contract Time shall be done only pursuant to an Architect's Supplemental Instructions (if applicable), Change Order, or Construction Change Directive as set forth below in this article.
- 5.2.4 <u>Changes Shall Conform to Contract</u>: Changes in work shall be performed in conformance with applicable provisions of the Contract Documents, and the Contractor shall proceed promptly unless otherwise provided in the Architect's Supplemental Instructions (if applicable), Change Order, or Change Directive.

#### 5.3 CONTRACT CHANGE INSTRUMENTS

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

d. Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work.

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

#### 5.5 EXTENSION OF TIME FOR COMPLETION

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

- <u>6.1.1</u> <u>Contract Price</u>: The Contract Price stated in the Contract is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.
- <u>6.1.2</u> <u>Waiver</u>: 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.
- <u>6.1.3</u> <u>Manner of Paying Warrants</u>: 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

<u>6.2.1</u> <u>Submittal of Applications</u>: The Contractor shall submit to the Owner OR Owner's Representative, an Application for Payment form, which will be provided by the Owner. Such application shall be supported by such data substantiating the Contractor's right to payment as the Owner may require, such as copies of requisitions from subcontractors and material suppliers.

- <u>6.2.2</u> <u>Basis for Payment</u>: The Payment shall be based upon the total Contract price and upon percentage of completion of the Work at the time of the submittal of the application for payment.
- 6.2.3 Before submitting an Application for Payment (Final or Partial) the Contractor shall reach an agreement with the Project Manager concerning the percentage complete of the Work and the dollar value for which the Application for Payment may be submitted.
- <u>6.2.4</u> <u>Work Free of Liens</u>: 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

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

### 6.4 WITHHOLDING FROM PAYMENTS

- <u>6.4.1</u> <u>Reasons for Withholding</u>: 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.
- <u>6.4.2</u> <u>Release of Payment</u>: When the above grounds for withholding are removed, payment shall be made for amounts withheld because of them.
- 6.4.3 <u>Method of Retainage</u>: The Department will retain 5% of the value of each progress payment from each progress payment. The retained funds shall be retained until thirty-five (35) days after recordation of the Notice of Acceptance.

#### 6.5 SUBSTITUTE SECURITIES FOR RETENTION

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

#### 6.6 FINAL COMPLETION AND PAYMENT OF RETAINAGE

- <u>6.6.1</u> <u>Affidavit of Payment</u>: 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 <u>Final Inspection</u>: Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of the Application for Payment, the Owner will promptly make such inspection. The Contractor shall complete all punch list items within two (2) days of receipt of the written punch list. When the Owner's Representative finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner's Representative will promptly recommend to Owner that Owner may consider the Project complete, accept the project, and that the Notice of Acceptance may be issued.
- <u>6.6.3</u> <u>Final Certification</u>: Before issuance of payment, Contractor shall file, with Owner, a certificate in which he certifies that to the best of the Contractor's knowledge, information, and belief, and on the basis of observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents.
- <u>6.6.4</u> <u>Payment of Retention</u>: Thirty-five (35) days after the Notice of Acceptance has been filed, provided the Work is fully completed and the Contract fully performed, the balance due under the Contract shall be paid, less any monies held for stop notices. Payment shall not be construed as an absolute acceptance of the work done up to the time of such payment. The Contractor, if requested by the Owner, shall furnish

receipts or other vouchers showing his payments for materials and labor. Owner may withhold from payment an amount not to exceed 150 percent of any amount in dispute.

<u>6.6.5</u> <u>Notice of Acceptance</u>: The Work shall be accepted in writing in the form of a Notice of Acceptance when the whole of the work has been completed satisfactorily to the Owner. In judging the Work, no allowance for deviations from the original Contract Documents will be made unless already approved in writing at the proper times and in the manner as called for herein.

### **ARTICLE 7**

# **PROTECTION OF PERSONS AND PROPERTY**

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

- 7.1.1 <u>Responsible for Damage to Owner's Property</u>: 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 <u>Responsible for Safety</u>: 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.
- <u>7.1.3</u> <u>Safety and Convenience</u>: 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.
- <u>7.1.4</u> <u>Remedy Damages</u>: The Contractor will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or part, by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone of whose acts any of them would be liable, except damage or loss attributable to the sole or active negligence of the Owner or the Inspector or anyone employed by them and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

# ARTICLE 8

#### **INSURANCE AND BONDS**

# 8.1 INSURANCE

#### GENERAL INSURANCE REQUIREMENTS

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

1. Full Workers' Compensation and Employers' Liability Insurance covering all employees of the Contractor as required by law in the State of California.

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

#### PROOF OF INSURANCE REQUIREMENTS

- 1. Contractor shall furnish proof of coverage satisfactory to the El Dorado County Risk Management Division as evidence that the insurance required herein is being maintained. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- 2. The County of El Dorado, its officers, officials, employees, and volunteers shall be included as additional insureds, but only insofar as the operations under this Contract are concerned. This provision shall apply to all general liability and excess liability policies. Proof that the County is named additional insured shall be made by providing the Risk Management Division with a certified copy, or other acceptable evidence, of an endorsement to Contractor's insurance policy naming the County additional insured.
- 3. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this contract for not less than three (3) years following completion of performance of this Contract.
- 4. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officients, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 5. Contractor shall require each of its subcontractors to procure and maintain commercial general liability insurance, automobile liability insurance, and workers compensation insurance of the types and in the amounts specified above, or shall insure the activities of its subcontractors in its own policy in like amounts. Contractor shall also require each of its subcontractors to name Contractor and County of El Dorado as additional insureds.

#### INSURANCE NOTIFICATION REQUIREMENTS

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

other remedies it may have, terminate this Contract upon the occurrence of such event. New certificates of insurance are subject to the approval of the Risk Management Division.

#### ADDITIONAL STANDARDS

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

#### COMMENCEMENT OF PERFORMANCE

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

#### MATERIAL BREACH

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

#### **REPORTING PROVISIONS**

Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officients, 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 <u>General Requirements for Bonds</u>: Before commencing any Work under the Contract, the Contractor shall provide all bonds to the Owner. These bonds shall be in the amounts and for the purposes specified below. They shall be Surety bonds and shall be issued by corporations duly and legally licensed and qualified to transact business in the State of California. They shall be maintained by him and at his expense during the entire life of the Contract or later as provided.
- <u>8.2.2</u> <u>Performance Bond</u>: One bond shall be in the amount of 100 percent of the Awarded Contract and shall guarantee the faithful performance of the Contract and shall insure the Owner during the life of the Contract and the Guarantee period. The Contractor may provide, subject to approval by the Owner, a separate guarantee bond upon completion of and acceptance of the work.
- 8.2.3 <u>Payment Bond</u>: One bond shall be in the amount of 100 percent of the Awarded Contract and shall guarantee the payment in full of all claims for labor and materials in accordance with the provisions of the laws of the State of California.
- 8.2.4 <u>Change of Surety</u>: 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 <u>Authentication of Bonds</u>: Evidence of authority of an attorney-in-fact acting for the corporate Surety must be provided in the form of a certificate as to his power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the bonds. The form of the bonds shall be in accordance with those provided in the Draft Agreement.

# **ARTICLE 9**

#### UNCOVERING AND CORRECTION OF WORK

#### 9.1 DEVIATION FROM CONTRACT DOCUMENTS

<u>9.1.1</u> <u>Improper Work</u>: 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

- <u>9.2.1</u> <u>Covered or Completed Work</u>: 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, and an appropriate Change Order shall be issued.
- <u>9.2.3</u> <u>Rejected Work</u>: 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.
- <u>9.2.4</u> <u>Cost of Correction</u>: All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of written notice, the Owner may remove such Work and store the materials at the expense of the Contractor. Owner also may perform such Work or repairs itself and charge the expense to the Contractor.

# **ARTICLE 10**

# SUSPENSION OF CONTRACT

# 10.1 SUSPENSION OF WORK

- <u>10.1.1</u> <u>Owner May Suspend</u>: 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.
- <u>10.1.2</u> <u>Resumption of Work</u>: The Contractor shall resume that Work on the dates so fixed. The Contractor shall be allowed an increase in the Contract price or an extension of the Contract time, or both, directly attributed to any suspension.

# \* END OF CONDITIONS OF THE CONTRACT \*

# Exhibit A Demolition Scope of Work SB81 – PJTC Project #150404

- A. Contractor shall obtain and maintain all permits and business licenses required to perform and complete work required for the 300 Fair Lane, Placerville Demolotion Project (Project). El Dorado County will pay for the building permit fees only.
- B. Contractor is responsible for securing all clearances and permits required for the abatement and demolition process, including special clearances/permits for explosive demolition (if applicable), in accordance with all requirements by El Dorado County of Planning and Building, Environmental Management, Air Quality Management District (AQMD) and all other agencies having jurisdiction.
- C. Contractor has examined the site and is familiar with all visible existing conditions and has incorporated the existing conditions into their price.
- D. Contractor shall carefully review the entire bid set of documents. Information regarding the Contractor's scope of work may be dispersed throughout the document set. Demo plans are for reference only.
- E. The demolition work must be performed per the codes or requirements of El Dorado County Planning and Building, Environmental Management, AQMD, and all other agencies having jurisdiction.
- F. The County of El Dorado Facilities Division will provide Contractor a complete set of plans in electronic format for the Project. Contractor is responsible for any additional plans needed to perform its work. It is also the Contractor's responsibility to have their Foreman meet with County Facilities Project Manager (or designee) the first day on the Project to verify they are working with the current set of plans.
- G. Contractor shall provide any drawings and submittals in electronic format or as defined in the Project Plans. Samples, record drawings, and all warranties required by the Contract Documents must be provided in hard copy format if needed.
- H. Contractor shall be responsible for all of its own material / equipment and storage due to limited space availability on site; please coordinate with County Facilities Project Manager.
- I. Contractor is responsible for and shall supply its own storage container, if needed, in a location determined by County Facilities Project Manager.
- J. Contractor is responsible for supplying any temporary power, water, additional task lighting, barricades, fencing, gates, temp toilets or wash stations required to perform its own work.
- K. Contractor agrees to maintain a dedicated foreman for the duration of the Project. No substitutions will be allowed without written approval from County Facilities Project Manager.
- L. All Requests for Information must be in writing.
- M. Contractor shall provide Daily Work Reports/Recycle Receipts to County Facilities Project Manager for each day Contractor is working on site.
- N. Parking is the responsibility of Contractor; coordinate with the County Facilities Project Manager.
- O. Contractor's work shall comply with all City, County, State and Federal codes, ordinances, laws, and regulations.
- P. At ALL times and throughout ALL phases and areas of the Project, ALL personnel shall wear hard hats, eye protection, work boots and high visibility safety vests, shirts or jackets, and all other personal protective equipment which are in accordance with Occupational Safety and Health Administration (OSHA) regulations and American National Standards Institute (ANSI) standards.
- Q. The County of El Dorado Facilities Division has provided or made available to Contractor a complete set of drawings. Contractor shall supply and install all materials necessary to complete its work per the entire set of drawings, and in strict accordance with the Contract Documents. Any discrepancies or omissions not brought to the attention of County at the time of bid will be the Contractor's responsibility to supply and install at no cost.
- R. Project schedule is forty-five (45) days from the date indicated in the official Notice to Proceed.
- S. Provide traffic control and flagging as required for your scope of work, i.e. move-in(s), material and equipment deliveries, etc.
- T. Delivery, unloading, hoisting, and distribution of all material to work areas is Contractor's responsibility.
- U. Contractor is responsible for all move-ins required to complete the scope of work.
- V. Contractor is responsible for final cleanup of site before demobilization. Final cleanup by contractor must be approved by County Facilities Project Manager.
- W. Contractor is responsible for, and shall furnish at its own cost and expense, all labor, material, equipment and property required to complete the **Demolition & Off-haul** in strict accordance with all Contract Documents for the Project, including but not limited to the following:

#### **On-site Demolition**

- 1. Contractor is responsible for calling USA to mark out the site before starting any demolition work.
- 2. Demolish existing building in its entirety, including but not limited to: Roof structure and roofing, all roof mounted equipment, any and all electrical conduits conductors, panels, distribution, and fixtures, mechanical equipment, plumbing, fire systems, concrete, asphalt, doors, windows, structural components, exterior walls including finishes, building slab, stem walls and footings, Interior concrete masonry units (CMU)/stick/steel studded walls, stair ways, ramps any and all interior construction. No change orders will be given for additional foundation removal.
- 3. Contractor is responsible for all dust control for dust/debris generated by any and all operations.
- 4. Demolish all designated underground utilities per plans to back of curb, include safe off/vandalism protection. Location must be approved by County Facilities Project Manager before performing this scope of work. All voids to be filled with <sup>3</sup>/<sub>4</sub>" clean crushed rock.
- 5. Demolish existing CMU/stick/steel framed storage yard complete including associated foundations per plans and specifications.
- 6. Where paving scheduled to be demolished abuts paving scheduled to remain, sawcut paving prior to demolition.
- 7. Contractor to remove and dispose of existing asphalt paving per plans and specifications. All asphalt sections are to be figured at 3.5".
- 8. Contractor to remove and dispose of existing concrete paving and all associated rebar. Concrete sections are to be figured to be 4".
- 9. Contractor to remove and dispose of existing curb, curb/gutter, and V-gutters, wheel stops including all associated rebar.
- 10. Contractor to remove and dispose of existing fencing and gates including footings per plans.
- 11. Contractor to remove and dispose of existing CMU/rock walls including associated foundations and rebar Backfill voids with clean <sup>3</sup>/<sub>4</sub>" crushed rock
- 12. Contractor to remove and dispose of existing site light poles, flag poles, fixtures and associated bases.
- 13. Contractor to remove and dispose of the existing bollards, screen walls, footings and equipment concrete pads.
- 14. Contractor to remove and dispose of existing landscaping including all trees, shrubs, groundcover and associated irrigation system at building. This process is to include stump grinding. Contractor is responsible to protect in place all designated Oak trees on-site per plans.
- 15. Contractor is responsible to protect in place domestic water line and water meter at front entrance (North Side per plans) of existing building.
- 16. Contractor is responsible to protect in place all fire lines, fire hydrants, back flow preventers, meters including all associated equipment.

#### **Building Demolition**

- 17. Contractor to remove and dispose of existing all interior improvements including but not limited to walls, doors, flooring, ceiling systems, roof structure, radio tower, man lift, fixtures, cabinetry, lockers, racking, mechanical distribution, plumbing fixtures & distribution, and electrical fixtures and distribution (transformer will be removed by PG&E) coordination will be the contractors responsibility.
- 18. Contractor to remove and dispose of existing mezzanines complete including stairs/ramps and foundations.
- 19. Contractor to remove and dispose of the existing slab on grade and footings including all associated rebar. Backfill voids with clean <sup>3</sup>/<sub>4</sub>" crushed rock.
- 20. Contractor to remove and dispose of existing roof top HVAC equipment including curbs per plans. Contractor is responsible for the removal and disposal of any existing Freon; including the certified letter of reclamation.

#### Additional Scope of Work for All Areas of Work

- 21. All demolished material indicated above is to be hauled to an approved offsite location.
- 22. Contractor is responsible for dust control during all operations, strictly abiding by all federal, state, and local restrictions, codes, and limitations of the County of El Dorado and is hereby notified they are on call 24 hours a day to restrict fugitive dust migration for the above listed scope of work.
- 23. Contractor to provide and submit haul routes for all above listed scope of work. Contractor to include any required haul permits as required by various jurisdictions of authority.
- 24. Contractor to supply means to conform to any and all Storm Water Pollution Prevention Plan mandates and Air Quality Management District (AQMD) air quality requirements. All fines imposed on the owner and/or general contractor for violations caused by this Contractor will be back charged to the Contractor.
- 25. All work mentioned above to be in accordance with the County of El Dorado and all other agencies having jurisdiction of authority.
- 26. Contractor responsible for cleaning of demo site, onsite, offsite, along public streets and adjacent properties of dirt, mud, debris etc., impacted by any work referenced within this contract. Negligence by the Contractor for all cleanup

having to be done by others including the County of El Dorado will result in the Contractor being back charged for all labor, equipment. Overhead and materials required for proper cleanup.

- 27. Contractor has agreed to the three-week proposed construction schedule and has included all costs and man power to meet the durations.
- 28. Contractor shall be responsible for repair and/or replacement of any existing utilities indicated on the drawings, or located prior to beginning work, which are damaged by the Contractor during the course of Contractor's work.
- 29. Contractor shall provide dust control as needed to comply with applicable City, County, State and jobsite requirements for onsite and offsite locations. Including street sweeping during performance of said work.

<b>SB81</b> -	New J	[uveni]
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FORNI, DENNIS & MARY APN: 325–240–005 2.61 ACRES

FORNI, DENNIS & MARY APN: 325–240–004 0.28 ACRES

COUNTY OF EL DORADO APN: 325–240–006 3.0 ACRES

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DCV DOUBLE CHECK VALVE (R) RECORD BEARING OR DISTANCE	
DWY DRIVEWAY RPDA REDUCED PRESSURE DETECTOR ASS	SEMBLY
(E) EXISTING SF SQUARE FEET	
EL ELEVATION SD STORM DRAIN	
EP EDGE OF PAVEMENT SS SANITARY SEWER	
FDC FIRE DEPARTMENT CONNECTION TC TOP OF CURB ELEVATION	
FF FINISHED FLOOR TW TOP OF WALL	
FG FINISHED GRADE UP UTILITY POLE	
FH FIRE HYDRANT W WATER	
FL FLOWLINE WM WATER METER	

### **Benchmark & Basis of Bearings**

BASIS OF BEARINGS: HELD FOUND IRON PIPE (POINT# 8007) TO FOUND CAL-TRANS MONUMENT (POINT# 8001)

BENCHMARK:ELEVATION = 1917.00FINISHED FLOOR ELEVATION OF BUILDING "A" UPPER LEVEL USED AS THE BASIS OF ELEVATION FOUND ON "EL DORADO COUNTY GOVERNMENT CENTER BUILDING 'A' ADDITION" DRAWINGS BY MURRAY AND DOWNS AIA ARCHITECTS, INC. JOB NUMBER 8986 DATED 8-7-91.

Utility Representatives							
UTILITY	AGENCY	CONTACT	PHONE				
GAS	PG&E	JENNIFER DONAVAN	530-621-7228				
ELECTRIC	PG&E	JENNIFER DONAVAN	530-621-7228				
TELEPHONE	ATT	DARIN MORTENSEN	530-621-6926				
WATER	EID	MARC MACKAY	530-642-4135				
SEWER	EID	MARC MACKAY	530-642-4135				
GRADING & DRAINAGE	EL DORADO COUNTY	INSPECTOR	530-621-55377				
FIRE PROTECTION	EDCFPD	BRANDON McKAY	530-644-9630				
OTHER	UNDERGROUND SERVICE ALERT	-	811				
OTHER	EXCAVATON PERMIT	CAL/OSHA	916-920-6123				
OTHER       EXCAVATON PERMIT       CAL/OSHA       916-920-6123         Image: Structure of the structure of t							

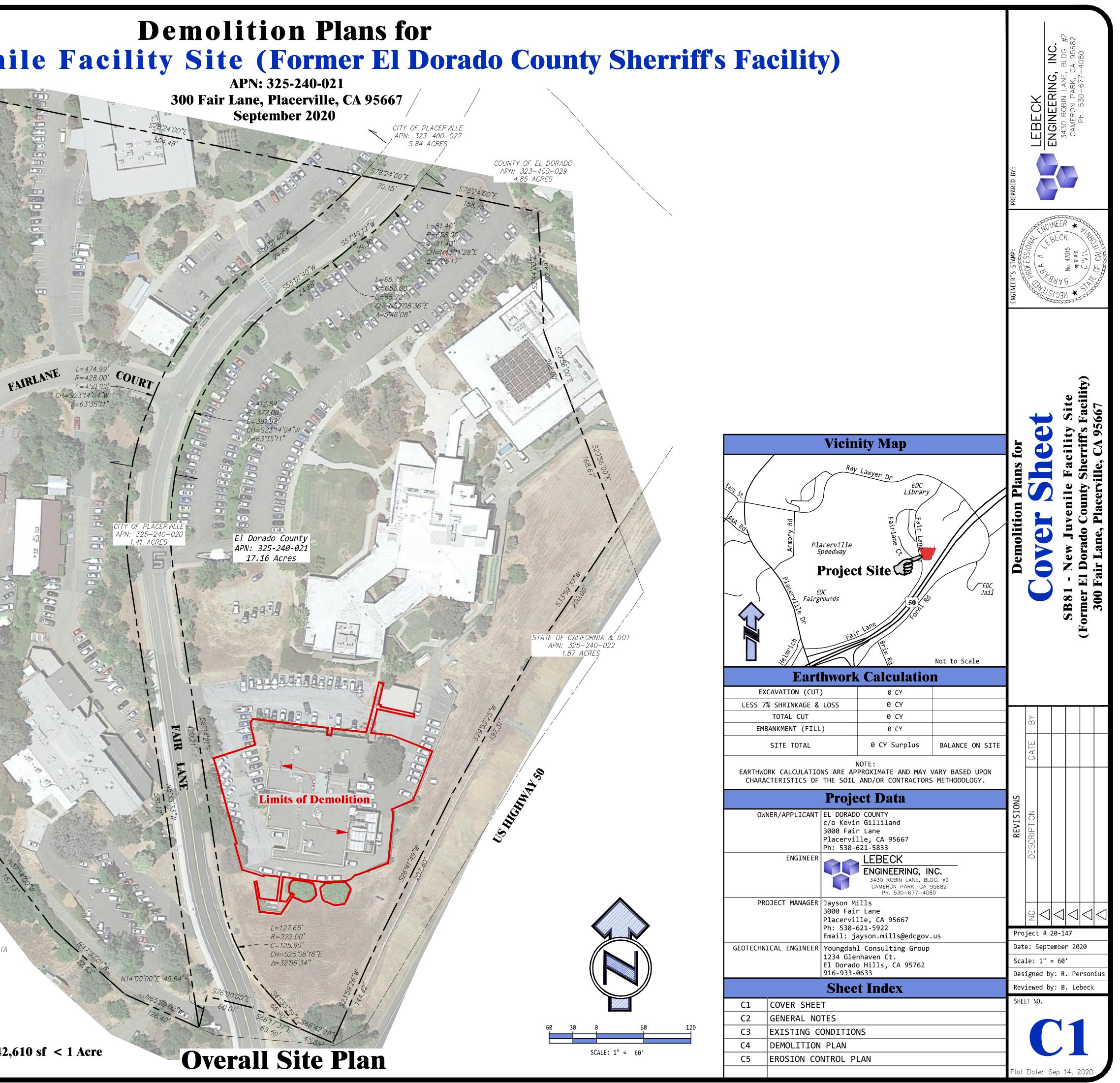
COUNTY OF EL DORADO APN: 325–240–007

4.0 ACRES

SAWHNEY, NARESH & SUJATA APN: 325–280–036 4.14 ACRES

Area of Disturbance = 42,610 sf < 1 Acre

# **EXHIBIT B1.1 DEMOLITION PLAN**



20-1\$XABBAB156

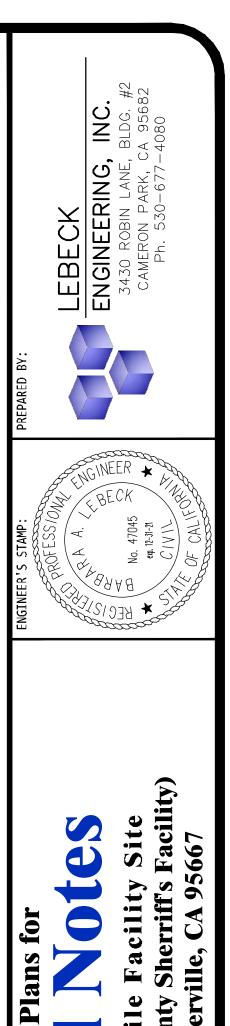


### **El Dorado Irrigation District - General Water Notes:**

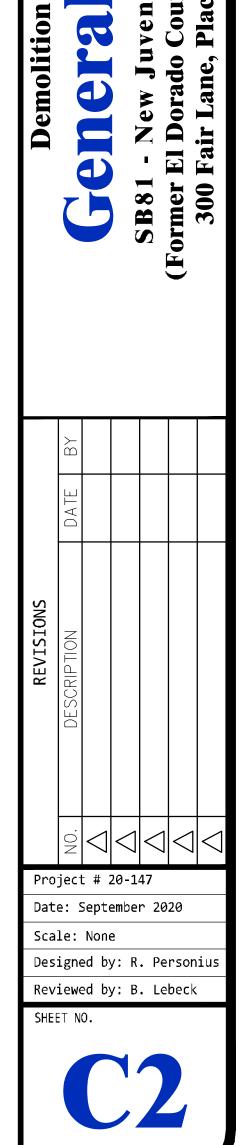
- 1. WORK SHALL BE ACCOMPLISHED UNDER THE APPROVAL, INSPECTION AND TO THE SATISFACTION OF THE EL DORADO IRRIGATION DISTRICT (EID). CONSTRUCTION SHALL CONFORM TO THESE PLANS AND EID'S LATEST VERSION OF THE TECHNICAL SPECIFICATIONS, STANDARD DRAWINGS, AND CURRENT DRINKING WATER REGULATIONS OR THESE STANDARDS.
- 2. CONTRACTOR SHALL SCHEDULE A PRECONSTRUCTION CONFERENCE WITH INSPECTION 5 WORKING DAYS IN ADVANCE OF DOING WORK WITHIN THEIR JURISDICTION. CONSTRUCTION SHALL BE STARTED NO LATER THAN FIVE (5) DAYS AFTER THE PRECONSTRUCTION CONFERENCE.
- 3. LOCATION OF ALL UNDERGROUND FACILITIES ARE APPROXIMATE ONLY THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL FACILITIES PRIOR TO ANY EXCAVATION.
- 4. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL UNDERGROUND FACILITIES AFFECTED BY THE WORK AND SHALL CONTACT UNDERGROUND SERVICES ALERT (USA) 48 HOURS PRIOR TO ANY EXCAVATION WORK FOR DETERMINATION AND LOCATION OF UNDERGROUND UTILITIES (811 OR 1-800-227-2600)
- 5. CONNECTIONS TO EXISTING WATER FACILITY SHALL BE DONE BY A CLASS A LICENSED CONTRACTOR IN ACCORDANCE WITH EID TIE-IN PROCEDURES PER TECHNICAL SPECIFICATION.
- 6. WHERE EXCAVATIONS FOR ANY FACILITIES CONSTRUCTION EXCEED 5 FEET IN DEPTH, CONTRACTOR SHALL OBTAIN AN EXCAVATION PERMIT FROM CAL/OSHA IN SACRAMENTO (PHONE: 1-916-263-2800) POST PERMIT AT THE CONSTRUCTION SITE AND COMPLY WITH ALL REQUIREMENTS.
- 7. THE CONTRACTOR SHALL NOTIFY EID (INSPECTION) 48 HOURS PRIOR TO START OR RESTART OF WORK. ADDITIONALLY IF WORK WILL BE STOPPED FOR MORE THAN ONE WORKING DAY.
- 8. ONLY EID PERSONNEL SHALL OPERATE ANY VALVES ON EXISTING WATER SYSTEM.
- 9. THE TOTAL SITE REQUIRED FIRE FLOW IS N/A GPM AT 20 PSIG RESIDUAL.
- 10. BASED UPON A HYDRAULIC GRADE LINE OF N/A FT. AT STATIC CONDITIONS AND N/A FT DURING FIRE FLOW AND MAXIMUM DAY DEMANDS, THE MAXIMUM PRESSURE IS CALCULATED TO BE N/A PSI AND N/A PSI RESPECTIVELY.
- 11. PIPELINES SHALL BE CONTINUITY AND HYDROSTATICALLY TESTED, DISINFECTED, FLUSHED, AND BACTERIA TESTED IN ACCORDANCE WITH EID'S TECHNICAL SPECIFICATIONS. ALL DISINFECTING SHALL BE IN ACCORDANCE WITH THE MOST RECENT AMERICAN WATER WORKS ASSOCIATION STANDARDS.
- 12. LIDS SHALL BE MARKED "WATER".
- 13. CURBS SHALL BE WET STAMPED WITH A "W" BRAND WHERE WATER SERVICES INTERCEPT.
- 14. CONTRACTOR SHALL HAVE A COPY OF THE EID'S CONSTRUCTION STANDARDS ON THE JOB. THE CONTRACTOR SHALL A REPRESENTATIVE AT ALL TIMES ON SITE.
- 15. REVISIONS TO THESE DRAWINGS MUST BE APPROVED IN WRITING BY EID.
- 16. STAKING INFORMATION: MINIMUM SPACING SHALL BE 50 FEET (25 FEET IN RADIUS) UNLESS OTHERWISE DIRECTED BY EID. INFORMATION WILL INCLUDE OFFSET, TYPE OF FACILITY AND CUT TO FLOW LINE ON THE FRONT OF THE STAKE AND ELEVATION AND STATION NUMBER ON THE BACK. ANGLE POINTS AND APPURTENANCES TO BE STAKED INCLUDING LINE AND CURB STAKES AS NEEDED. CUT SHEETS REQUIRED WHERE SUBGRADE HAS NOT BEEN MADE.
- 17. AT A MINIMUM, ALL MATERIALS, CONSTRUCTION, AND TESTING SHALL COMPLY WITH CURRENT AMERICAN WATER WORKS ASSOCIATION STANDARDS, CALIFORNIA DIVISION OF DRINKING WATER STANDARDS, UNIFORM PLUMBING CODE, AND THE DISTRICT'S STANDARD SPECIFICATIONS, WHICHEVER IS MORE STRINGENT
- 18. PROJECT COST DATA TO BE PROVIDED TO EID PRIOR TO RELEASE OF WATER METER/PROJECT CLOSEOUT.

### **El Dorado Irrigation District - General Sewer Notes:**

- 1. ALL WORK WILL BE SUBJECT TO INSPECTION AND APPROVAL BY THE EL DORADO IRRIGATION DISTRICT (EID). ALL CONSTRUCTION SHALL CONFORM TO THESE PLANS AND EID'S LATEST VERSION OF THE TECHNICAL SPECIFICATIONS AND STANDARD DRAWINGS.
- 2. CONTRACTOR SHALL SCHEDULE A PRECONSTRUCTION CONFERENCE WITH EID INSPECTION 5 WORKING DAYS IN ADVANCE OF DOING WORK WITHIN THEIR JURISDICTION. CONSTRUCTION SHALL BE STARTED NO LATER THAN FIVE (5) DAYS AFTER THE PRECONSTRUCTION CONFERENCE.
- 3. LOCATION OF ALL UNDERGROUND FACILITIES ARE APPROXIMATE ONLY THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL FACILITIES PRIOR TO ANY EXCAVATION.
- 4. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL UNDERGROUND FACILITIES AFFECTED BY THE WORK AND SHALL CONTACT UNDERGROUND SERVICES ALERT 48 HOURS PRIOR TO ANY EXCAVATION WORK FOR DETERMINATION AND LOCATION OF UNDERGROUND UTILITIES (PHONE 1-800-642-2444)
- 5. CONNECTIONS TO EXISTING SEWER FACILITIES SHALL BE DONE BY A LICENSED CONTRACTOR IN ACCORDANCE WITH EID TIE -IN PROCEDURES PER TECHNICAL SPECIFICATIONS.
- 6. WHERE EXCAVATIONS FOR ANY FACILITIES CONSTRUCTION EXCEED 5 FEET IN DEPTH, CONTRACTOR SHALL OBTAIN AN EXCAVATION PERMIT FORM CAL/OSHA IN SACRAMENTO (PHONE 1-916-263-800).
- 7. SERVICE INSTALLATIONS IN ROADWAYS WITH CUTS OR FILLS GREATER THAN 6 FEET IN HEIGHT AND SLOPES STEEPER THAN 3:1 SHALL HAVE THE CLEAN OUT SET AT FINISH GRADE NEXT TO THE ROAD IN THE LOCATION DIRECTED BY THE DISTRICT. THE SERVICE LINE SHALL THEN BE EXTENDED 5 FEET BEYOND THE SLOPE CATCH POINT WITH PVC SDR 35 SIZED TO MATCH THE SERVICE. PLACE STEEL T-POSTS PAINTED GREEN AT THE END OF THIS SERVICE LINE.
- 8. ALL LIDS SHALL BE MARKED "SEWER".
- 9. ALL CURBS SHALL BE WET STAMPED WITH AN "S" BRAND WHERE SEWER SERVICES INTERCEPT. 10. LINED MANHOLES REQUIRED
- 11. CONTRACTOR SHALL HAVE A COPY OF THE EID'S CONSTRUCTION STANDARDS ON THE JOB.
- 12. ALL REVISIONS TO THESE DRAWINGS MUST BE APPROVED IN WRITING BY EID.
- 13. THE CONTRACTOR SHALL NOTIFY THE EID INSPECTOR 48 HOURS PRIOR TO START OR RESTART OF WORK.
- 14. STAKING INFORMATION: MINIMUM SPACING SHALL BE 50 FEET (25 FEET IN RADIUS) UNLESS OTHERWISE DIRECTED BY EID. INFORMATION WILL INCLUDE OFFSET, TYPE OF FACILITY AND CUT TO FLOW LINE ON THE FRONT OF THE STAKE AND ELEVATION AND STATION NUMBER ON THE BACK. ANGLE POINTS AND APPURTENANCES TO BE STAKED INCLUDING LINE AND CURB STAKES AS NEEDED, CUT SHEETS REQUIRED WHERE SUBGRADE HAS NOT BEEN MADE.
- 15. ON REPLACEMENT PROJECTS, THE EXISTING FACILITY MUST REMAIN IN SERVICE UNTIL THE NEW UTILITY IS ACCEPTED AND PUT INTO SERVICE.



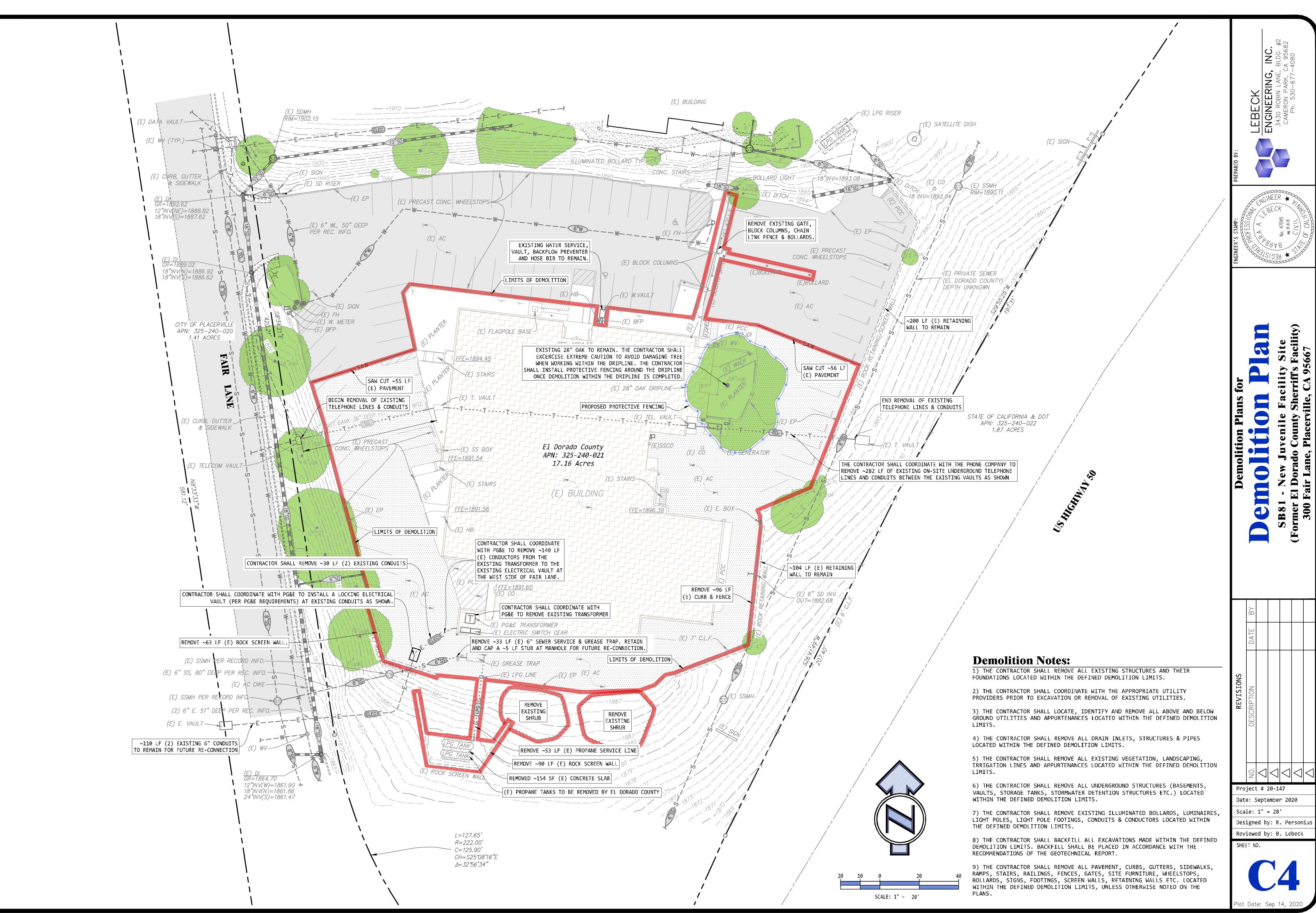
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t Date: Sep



20-1\$\$XBBR#B156



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### **Erosion Control Requirements and Specifications**

COMBINED EL DORADO COUNTY RESOURCE CONSERVATION DISTRICT AND EL DORADO COUNTY DEPARTMENT OF TRANSPORTATION EROSION CONTROL REQUIREMENTS AND SPECIFICATIONS JULY 2006

I. MINIMUM CONSTRUCTION SITE STORM WATER MANAGEMENT PRACTICES THE STORM WATER MANAGEMENT PRACTICES DESCRIBED BELOW ARE THE MINIMUM, REQUIRED WATER QUALITY PROTECTION MEASURES APPLICABLE TO ALL CONSTRUCTION SITES, WITHIN WESTERN EL DORADO COUNTY. THIS LISTING DOES NOT INCLUDE THE VARIOUS INSPECTION, RECORD KEEPING, TRAINING AND REPORTING REQUIREMENTS. ADDITIONALLY, THERE WILL BE INSTANCES WHERE PROJECT AND SITE CONDITIONS REQUIRE SUPPLEMENTING OR DEVIATING FROM THESE MINIMUM PROTECTION REQUIREMENTS. THE CONTRACTOR IS EXPECTED TO DEPLOY MEASURES SUFFICIENT TO ACHIEVE COMPLIANCE WITH THE COUNTY'S GRADING ORDINANCE; AND, AS APPLICABLE (PROJECTS WHICH INVOLVE ONE ACRE OR MORE OF DISTURBED SOIL OR ARE PART OF A LARGER COMMON PLAN OF DEVELOPMENT THAT ENCOMPASSES ONE ACRE OR MORE OF DISTURBED SOIL), WITH THE STATE WATER RESOURCES CONTROL BOARD'S (SWRCB) NPDES GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY. A. SCHEDULING

- CONSTRUCTION SHALL BE SCHEDULED TO MINIMIZE CONSTRUCTION ACTIVITIES IN "HIGH-RISK AREAS" AND THE AMOUNT OF ACTIVE DISTURBED SOIL AREAS, DURING THE RAINY SEASON (OCT. 15TH TO MAY 1ST). "HIGH-RISK AREAS" INCLUDE THOSE AREAS WITHIN 50 FEET OF USGS WATERCOURSES, 100-YEAR FLOOD PLAINS, REGULATED WETLANDS, AND WHERE SLOPES EXCEED 16%.
- UNLESS SPECIFICALLY AUTHORIZED BY THE COUNTY'S ON-SITE REPRESENTATIVE, DURING THE RAINY SEASON THE CONTRACTOR SHALL NOT SCHEDULE CONSTRUCTION ACTIVITIES IN "HIGH RISK AREAS" OR SCHEDULE TO HAVE MORE THAN 5 ACRES OF ACTIVE DISTURBED SOIL AREA.

WHERE PERMANENT STORM WATER TREATMENT DEVICES ARE TO BE CONSTRUCTED, THESE DEVICES SHOULD, WHENEVER FEASIBLE, BE CONSTRUCTED AS AN EARLY WORK ITEM. PRESERVATION OF NATURAL FEATURES

- PRIOR TO THE COMMENCEMENT OF SOIL-DISTURBING ACTIVITIES, AREAS OF EXISTING VEGETATION THAT ARE TO REMAIN AND ENVIRONMENTALLY SENSITIVE AREAS (I.E. WETLANDS, PROTECTED HABITATS, ETC) SHALL BE FENCED FOR PROTECTION. IN GENERAL, SITE DESIGNS SHALL PRESERVE EXISTING VEGETATION TO THE MAXIMUM EXTENT POSSIBLE; AND DURING CONSTRUCTION, EXISTING VEGETATION SHALL BE PRESERVED (AND PROTECTED BY FENCING) FOR AS LONG AS POSSIBLE TO MINIMIZE EROSION.
- STORM WATER RUN-ON AND CONCENTRATED FLOWS EXISTING WATERCOURSES SHALL BE PROTECTED; AND IF DIVERTED, HANDLED IN A NON-ERODING FASHION. TO THE EXTENT FEASIBLE, ALL CONCENTRATED WATER FLOWS SHALL BE CHANNELED AWAY FROM DISTURBED SOIL AREAS / STOCKPILES. CONCENTRATED WATER FLOWS SHALL BE CONVEYED IN A NON-ERODING FASHION. STOCKPILE MANAGEMENT
- STOCKPILES SHALL BE MANAGED AS FOLLOWS:
- 1.SOIL STOCKPILES RAINY SEASON: COVERED, OR PROTECTED WITH SOIL STABILIZATION MEASURES & PERIMETER SEDIMENT BARRIERS
- NON-RAINY SEASON: COVERED OR PROTECTED WITH PERIMETER SEDIMENT BARRIERS 2.CONCRETE/ASPHALT RUBBLE, ROCK AND AGGREGATE BASE/SUB-BASE- COVERED OR PROTECTED WITH PERIMETER SEDIMENT BARRIERS
- 3. "COLD MIX" ASPHALT COVERED
- SEDIMENT TRACKING CONTROL APPROPRIATE MEASURES SHALL BE DEPLOYED TO MINIMIZE ANY TRACKING OF SEDIMENT OFF-SITE BY VEHICLES AND/OR EQUIPMENT. THESE MEASURES INCLUDE STABILIZED CONSTRUCTION ENTRANCES/EXITS & ROADWAYS, AND TIRE WASHING. WHERE TRACKING OCCURS, STREETS SHALL BE SWEPT USING A PICKUP SWEEPER WITH WATER SUPPLY.
- NON-STORM WATER MANAGEMENT

NON-STORM WATER DISCHARGES SHALL BE MINIMIZED TO THE EXTENT FEASIBLE. SEDIMENT-LADEN NON-STORM WATER IS REQUIRED TO BE FILTERED (OR EQUIVALENT TREATMENT) PRIOR TO DISCHARGING. MEASURES REQUIRED TO MANAGE NON-STORM WATER DISCHARGES INCLUDE: WATER CONSERVATION PRACTICES, DUST CONTROL, MATERIAL STORAGE PRACTICES, VEHICLE/EQUIPMENT OPERATION AND MAINTENANCE REQUIREMENTS, WASTE MANAGEMENT PRACTICES, AND SPILL PREVENTION/CONTROL MEASURES DISTURBED SOIL AREA MANAGEMENT

DISTURBED SOIL AREAS (DSA) SHALL BE PROTECTED WITH AN "EFFECTIVE COMBINATION" OF MEASURES INCLUDING SOIL STABILIZATION, SEDIMENT BARRIERS AND BASINS / TRAPS. THERE MAY BE SITUATIONS WHERE "SEDIMENT BASINS" OR "TREATMENT" ARE ABLE TO SUBSTITUTE AS ALTERNATIVE CONTROL MEASURES TO THE NORMALLY REQUIRED "EFFECTIVE COMBINATION" OF SOIL STABILIZATION, SEDIMENT BARRIERS AND BASINS / TRAPS. HOWEVER, WHEN SUBSTITUTING THESE MEASURES, THE CONTRACTOR MUST BE PREPARED TO DEMONSTRATE THAT THE SEDIMENT LOAD WITHIN STORM WATER DISCHARGES FROM THE CONSTRUCTION SITE DOES NOT EXCEED NATURAL OR PRE-CONSTRUCTION LEVELS.

- 1. SOIL STABILIZATION MEASURES INCLUDE:
- HYDRAULIC MULCH (REF. CASQA BMP # EC-3) • HYDROSEEDING (REF. CASOA BMP # EC-4)
- SUITABLY STABILIZED, NON-POLLUTING STRAW / WOOD / ORGANIC MULCH
- (REF. CASQA BMP #'S EC-6 & EC-8)
- GEOTEXTILES, MATS, PLASTIC COVERS AND EROSION CONTROL BLANKETS
- (REF. CASQA BMP # EC-7) • STABILIZED CONSTRUCTION ROADWAYS (REF. CASQA BMP # TC-2)
- 2. SEDIMENT BARRIERS INCLUDE:
- SILT FENCES (REF. CASQA BMP # SE-1) • SAND/GRAVEL BAG BARRIERS (REF. CASQA BMP #'S SE-6 & SE-8)
- STRAW BALE BARRIERS (REF. CASQA BMP # SE-9)
- FIBER ROLLS (REF. CASQA BMP # SE-5)
- 3. BASIN / TRAPS INCLUDE:
- DESILTING BASINS (REF. CALTRANS BMPS)
- SEDIMENT TRAPS (REF. CALTRANS BMPS) 4. ON DSAS WITH SLOPE LENGTHS GREATER THAN 10 FEET, THE FOLLOWING MEASURES SHALL BE DEPLOYED: A. RAINY SEASON (OCT. 15TH TO MAY 1ST)
- NON-ACTIVE AREAS (NO SOIL DISTURBING ACTIVITIES FOR 21 OR MORE DAYS)
- ON SLOPES EQUAL TO OR FLATTER THAN 1:20 (V/H), SOIL STABILIZATION • ON SLOPES STEEPER THAN 1:20 (V/H), SOIL STABILIZATION AND SEDIMENT BARRIERS
- ACTIVE AREAS
- ON SLOPES STEEPER THAN 1:20 (V/H), SEDIMENT BARRIERS
- ON SLOPES STEEPER THAN 1:2 (V/H) WITH SLOPE LENGTHS GREATER THAN 50 FEET: SOIL STABILIZATION; SEDIMENT BARRIERS; AND WHERE FEASIBLE, BASINS / TRAPS
- B. NON-RAINY SEASON: NON-ACTIVE AREAS (NO SOIL DISTURBING ACTIVITIES FOR 21 OR MORE DAYS)
- ON SLOPES STEEPER THAN 1:2 (V/H), SEDIMENT BARRIERS
- 5. GENERAL:
- PROTECTION SHALL BE DEPLOYED ON NON-ACTIVE DSAS WITHIN 14 DAYS FROM THE CESSATION OF SOIL-DISTURBING ACTIVITIES OR ONE DAY PRIOR TO THE PREDICTED (40% OR MORE CHANCE) ONSET OF SIGNIFICANT PRECIPITATION, WHICHEVER OCCURS FIRST. PROTECTION SHALL BE DEPLOYED ON ACTIVE DSAS PRIOR TO THE PREDICTED (40% OR MORE CHANCE) ONSET OF SIGNIFICANT PRECIPITATION
- "TERRACES." FOR CUT SLOPES UP TO 60 FEET IN HEIGHT, TERRACES AT
- LEAST 8 FEET (2.4 METERS) IN WIDTH SHALL BE ESTABLISHED AT NOT MORE THAN 30-FOOT (9.1 METERS) VERTICAL INTERVALS ON ALL CUT SLOPES TO CONTROL SURFACE DRAINAGE AND DEBRIS EXCEPT THAT WHERE ONLY ONE TERRACE IS REQUIRED, IT SHALL BE AT MIDHEIGHT. FOR CUT SLOPES GREATER THAN 60 FEET (18 METERS) AND UP TO 120 FEET (37 METERS) IN VERTICAL HEIGHT, ONE ADDITIONAL TERRACE AT APPROXIMATELY MIDHEIGHT SHALL BE 12 FEET (3.6 METERS) IN WIDTH. TERRACES SHALL SLOPE A MINIMUM OF 5 PERCENT GRADIENT TOWARD THE HILLSIDE. TERRACE WIDTHS AND SPACING FOR CUT SLOPES GREATER THAN 120 FEET (36 METERS) IN HEIGHT SHALL BE DESIGNED BY THE CIVIL ENGINEER AND APPROVED BY THE DIRECTOR. SUITABLE ACCESS SHALL BE PROVIDED TO PERMIT PROPER CLEANING AND MAINTENANCE.
- "SEDIMENT BASIN:" A BASIN WITH A CAPACITY EQUIVALENT TO AT LEAST 3600 CUBIC FEET OF STORAGE (AS MEASURED FROM THE BOTTOM OF THE BASIN TO THE PRINCIPAL OUTLET) PER ACRE DRAINING INTO THE BASIN. THE LENGTH OF THE BASIN SHALL BE MORE THAN TWICE THE BASIN'S WIDTH (LENGTH IS DETERMINED BY MEASURING THE DISTANCE BETWEEN THE INLET AND THE OUTLET). THE DEPTH OF THE BASIN MUST NOT BE LESS THAN THREE FEET NOR GREATER THAN FIVE FEET. • "TREATMENT": A COMBINATION OF BASIN AND TREATMENT ENGINEERED TO CAPTURE AND TREAT (TO
- REMOVE 0.01 MM SIZED PARTICLES AND LARGER) THE 10-YEAR, 6-HOUR RAIN EVENT USING Q=C×I×A WHERE C=0.5 AND I RANGES FROM 0.286 (EL DORADO HILLS) TO 0.500 (SLY PARK). GENERAL REFERENCE:

EL DORADO COUNTY "STORM WATER MANAGEMENT PLAN", OCTOBER 2004. AVAILABLE ONLINE AT WWW.CO.EL-DORADO.CA.US

- DETAILED REFERENCES:
- 4. CALIFORNIA STORM WATER QUALITY ASSOCIATION (CASQA) "CONSTRUCTION HANDBOOK," JANUARY 2003, ERRATA SEPTEMBER 2004. AVAILABLE ONLINE
- AT: WWW.CO.EL-DORADO.CA.US
- CALTRANS "STATEWIDE STORM WATER QUALITY PRACTICE GUIDELINES," APRIL 2003. AVAILABLE ONLINE AT: WWW.CO.EL-DORADO.CA.US
- HIGH SIERRA RESOURCE CONSERVATION AND DEVELOPMENT COUNCIL "VEGETATION ESTABLISHMENT GUIDELINES FOR THE SIERRA NEVADA FOOTHILLS AND MOUNTAINS," 2005. AVAILABLE ONLINE AT: HTTP://WWW.CO.EL-DORADO.CA.US/EMD/SOLIDWASTE/STORMWATER/HSRCD%20VEGETATION %20GUIDELINES%20FINAL%202005.PDF

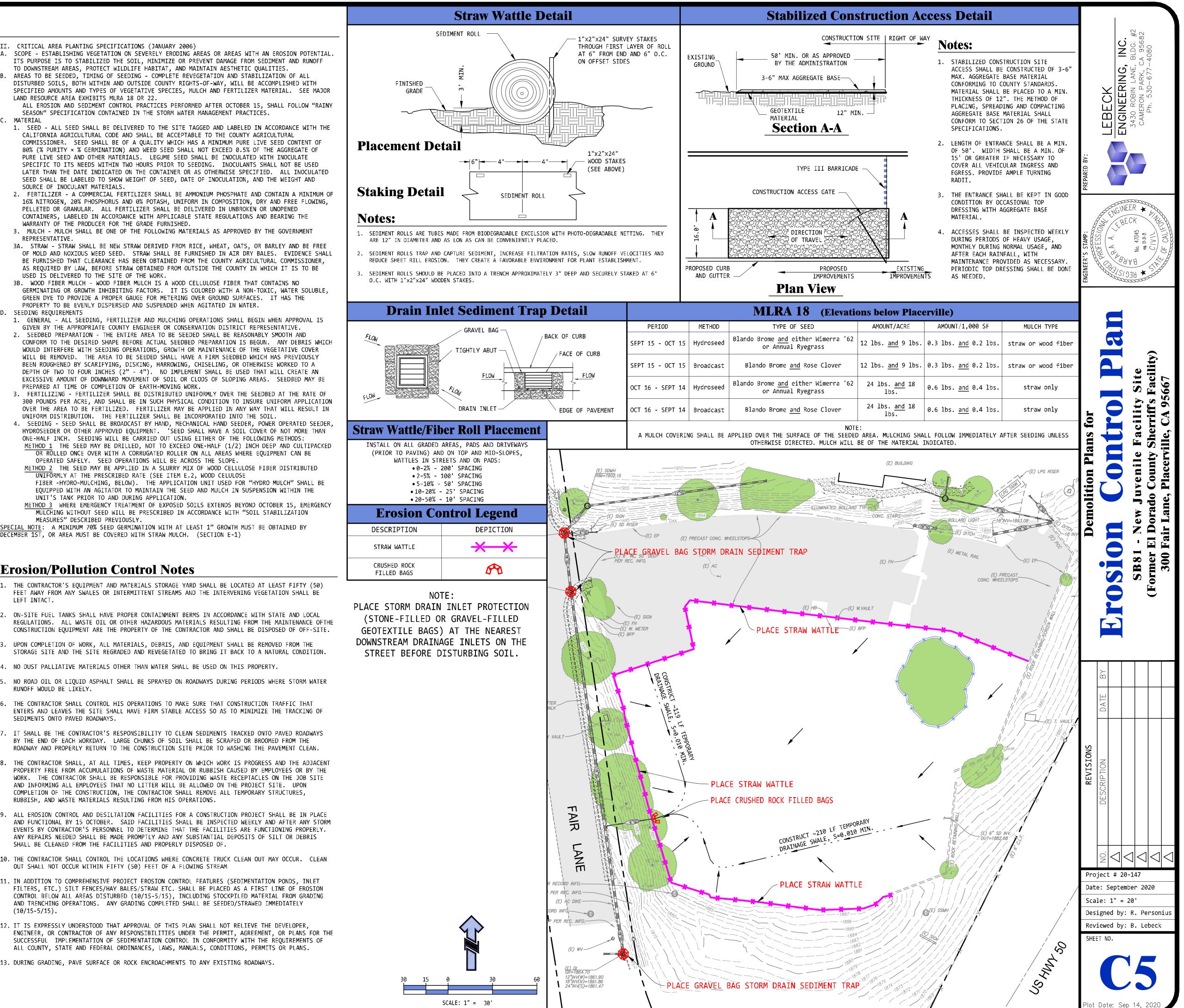


- II. CRITICAL AREA PLANTING SPECIFICATIONS (JANUARY 2006) A. SCOPE - ESTABLISHING VEGETATION ON SEVERELY ERODING AREAS OR AREAS WITH AN EROSION POTENTIAL. ITS PURPOSE IS TO STABILIZED THE SOIL, MINIMIZE OR PREVENT DAMAGE FROM SEDIMENT AND RUNOFF
- B. AREAS TO BE SEEDED, TIMING OF SEEDING COMPLETE REVEGETATION AND STABILIZATION OF ALL DISTURBED SOILS, BOTH WITHIN AND OUTSIDE COUNTY RIGHTS-OF-WAY, WILL BE ACCOMPLISHED WITH LAND RESOURCE AREA EXHIBITS MLRA 18 OR 22.
- C. MATERIAL
  - CALIFORNIA AGRICULTURAL CODE AND SHALL BE ACCEPTABLE TO THE COUNTY AGRICULTURAL PURE LIVE SEED AND OTHER MATERIALS. LEGUME SEED SHALL BE INOCULATED WITH INOCULATE SOURCE OF INOCULANT MATERIALS.
  - PELLETED OR GRANULAR. ALL FERTILIZER SHALL BE DELIVERED IN UNBROKEN OR UNOPENED CONTAINERS, LABELED IN ACCORDANCE WITH APPLICABLE STATE REGULATIONS AND BEARING THE WARRANTY OF THE PRODUCER FOR THE GRADE FURNISHED
  - REPRESENTATIVE
  - USED IS DELIVERED TO THE SITE OF THE WORK.
- 3B. WOOD FIBER MULCH WOOD FIBER MULCH IS A WOOD CELLULOSE FIBER THAT CONTAINS NO GREEN DYE TO PROVIDE A PROPER GAUGE FOR METERING OVER GROUND SURFACES. IT HAS THE PROPERTY TO BE EVENLY DISPERSED AND SUSPENDED WHEN AGITATED IN WATER. D. SEEDING REQUIREMENTS
- GIVEN BY THE APPROPRIATE COUNTY ENGINEER OR CONSERVATION DISTRICT REPRESENTATIVE. 2. SEEDBED PREPARATION - THE ENTIRE AREA TO BE SEEDED SHALL BE REASONABLY SMOOTH AND
- PREPARED AT TIME OF COMPLETION OF EARTH-MOVING WORK.
- UNIFORM DISTRIBUTION. THE FERTILIZER SHALL BE INCORPORATED INTO THE SOIL.
- ONE-HALF INCH. SEEDING WILL BE CARRIED OUT USING EITHER OF THE FOLLOWING METHODS: OPERATED SAFELY. SEED OPERATIONS WILL BE ACROSS THE SLOPE.
- UNIFORMLY AT THE PRESCRIBED RATE (SEE ITEM E.2, WOOD CELULOSE UNIT'S TANK PRIOR TO AND DURING APPLICATION.
- MEASURES" DESCRIBED PREVIOUSLY.

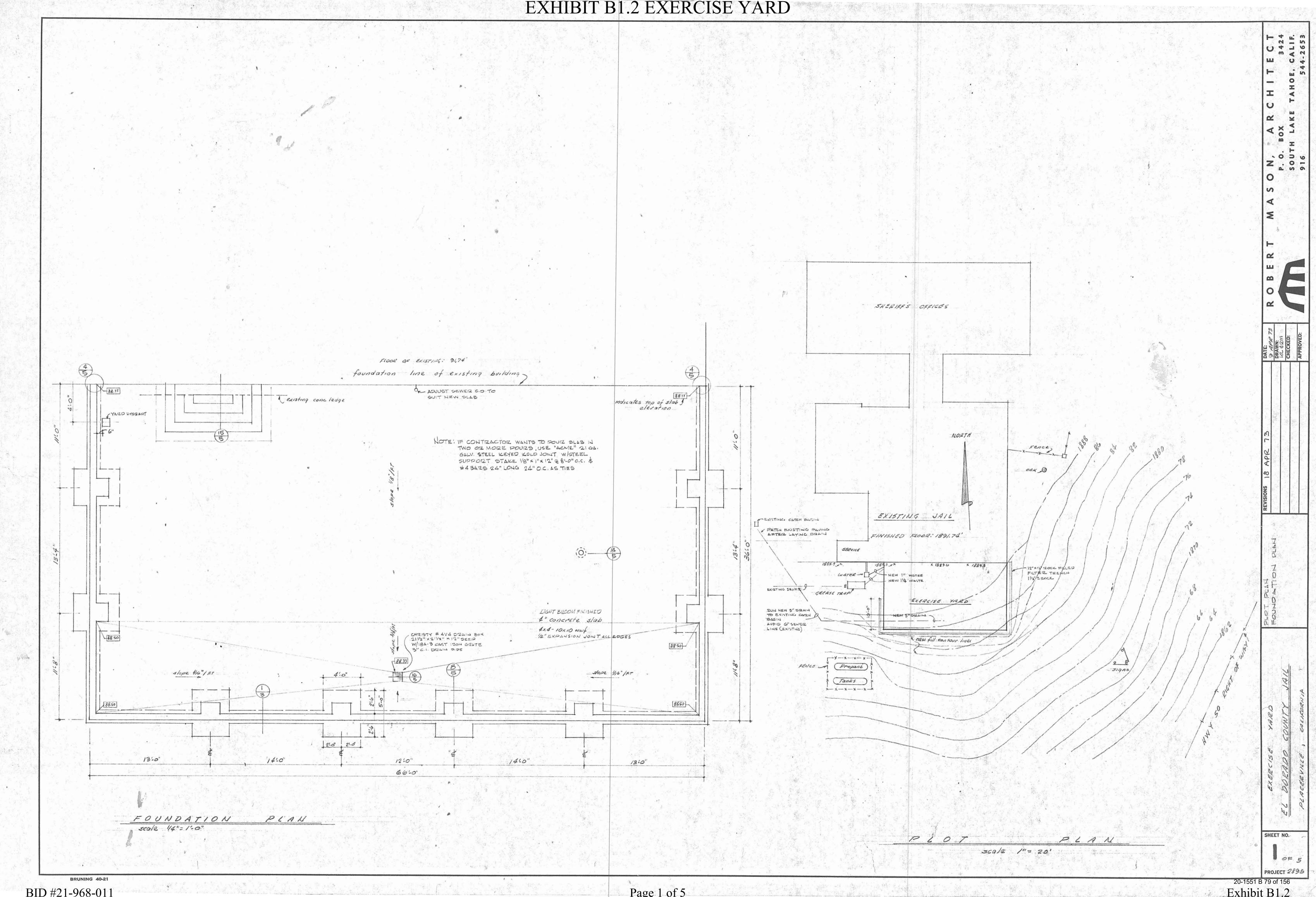
DECEMBER 1ST, OR AREA MUST BE COVERED WITH STRAW MULCH. (SECTION E-1)

### **Erosion/Pollution Control Notes**

- 1. THE CONTRACTOR'S EQUIPMENT AND MATERIALS STORAGE YARD SHALL BE LOCATED AT LEAST FIFTY (50) FEET AWAY FROM ANY SWALES OR INTERMITTENT STREAMS AND THE INTERVENING VEGETATION SHALL BE LEFT INTACT.
- 2. ON-SITE FUEL TANKS SHALL HAVE PROPER CONTAINMENT BERMS IN ACCORDANCE WITH STATE AND LOCAL
- 3. UPON COMPLETION OF WORK, ALL MATERIALS, DEBRIS, AND EQUIPMENT SHALL BE REMOVED FROM THE
- 4. NO DUST PALLIATIVE MATERIALS OTHER THAN WATER SHALL BE USED ON THIS PROPERTY.
- 5. NO ROAD OIL OR LIQUID ASPHALT SHALL BE SPRAYED ON ROADWAYS DURING PERIODS WHERE STORM WATER RUNOFF WOULD BE LIKELY.
- 6. THE CONTRACTOR SHALL CONTROL HIS OPERATIONS TO MAKE SURE THAT CONSTRUCTION TRAFFIC THAT ENTERS AND LEAVES THE SITE SHALL HAVE FIRM STABLE ACCESS SO AS TO MINIMIZE THE TRACKING OF SEDIMENTS ONTO PAVED ROADWAYS.
- 7. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CLEAN SEDIMENTS TRACKED ONTO PAVED ROADWAYS BY THE END OF EACH WORKDAY. LARGE CHUNKS OF SOIL SHALL BE SCRAPED OR BROOMED FROM THE ROADWAY AND PROPERLY RETURN TO THE CONSTRUCTION SITE PRIOR TO WASHING THE PAVEMENT CLEAN.
- 8. THE CONTRACTOR SHALL, AT ALL TIMES, KEEP PROPERTY ON WHICH WORK IS PROGRESS AND THE ADJACENT WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING WASTE RECEPTACLES ON THE JOB SITE AND INFORMING ALL EMPLOYEES THAT NO LITTER WILL BE ALLOWED ON THE PROJECT SITE. UPON COMPLETION OF THE CONSTRUCTION, THE CONTRACTOR SHALL REMOVE ALL TEMPORARY STRUCTURES, RUBBISH, AND WASTE MATERIALS RESULTING FROM HIS OPERATIONS.
- 9. ALL EROSION CONTROL AND DESILTATION FACILITIES FOR A CONSTRUCTION PROJECT SHALL BE IN PLACE EVENTS BY CONTRACTOR'S PERSONNEL TO DETERMINE THAT THE FACILITIES ARE FUNCTIONING PROPERLY. ANY REPAIRS NEEDED SHALL BE MADE PROMPTLY AND ANY SUBSTANTIAL DEPOSITS OF SILT OR DEBRIS SHALL BE CLEANED FROM THE FACILITIES AND PROPERLY DISPOSED OF.
- 10. THE CONTRACTOR SHALL CONTROL THE LOCATIONS WHERE CONCRETE TRUCK CLEAN OUT MAY OCCUR. CLEAN OUT SHALL NOT OCCUR WITHIN FIFTY (50) FEET OF A FLOWING STREAM
- 11. IN ADDITION TO COMPREHENSIVE PROJECT EROSION CONTROL FEATURES (SEDIMENTATION PONDS, INLET FILTERS, ETC.) SILT FENCES/HAY BALES/STRAW ETC. SHALL BE PLACED AS A FIRST LINE OF EROSION CONTROL BELOW ALL AREAS DISTURBED (10/15-5/15), INCLUDING STOCKPILED MATERIAL FROM GRADING AND TRENCHING OPERATIONS. ANY GRADING COMPLETED SHALL BE SEEDED/STRAWED IMMEDIATELY (10/15-5/15).
- 12. IT IS EXPRESSLY UNDERSTOOD THAT APPROVAL OF THIS PLAN SHALL NOT RELIEVE THE DEVELOPER. ALL COUNTY, STATE AND FEDERAL ORDINANCES, LAWS, MANUALS, CONDITIONS, PERMITS OR PLANS.
- 13. DURING GRADING, PAVE SURFACE OR ROCK ENCROACHMENTS TO ANY EXISTING ROADWAYS.

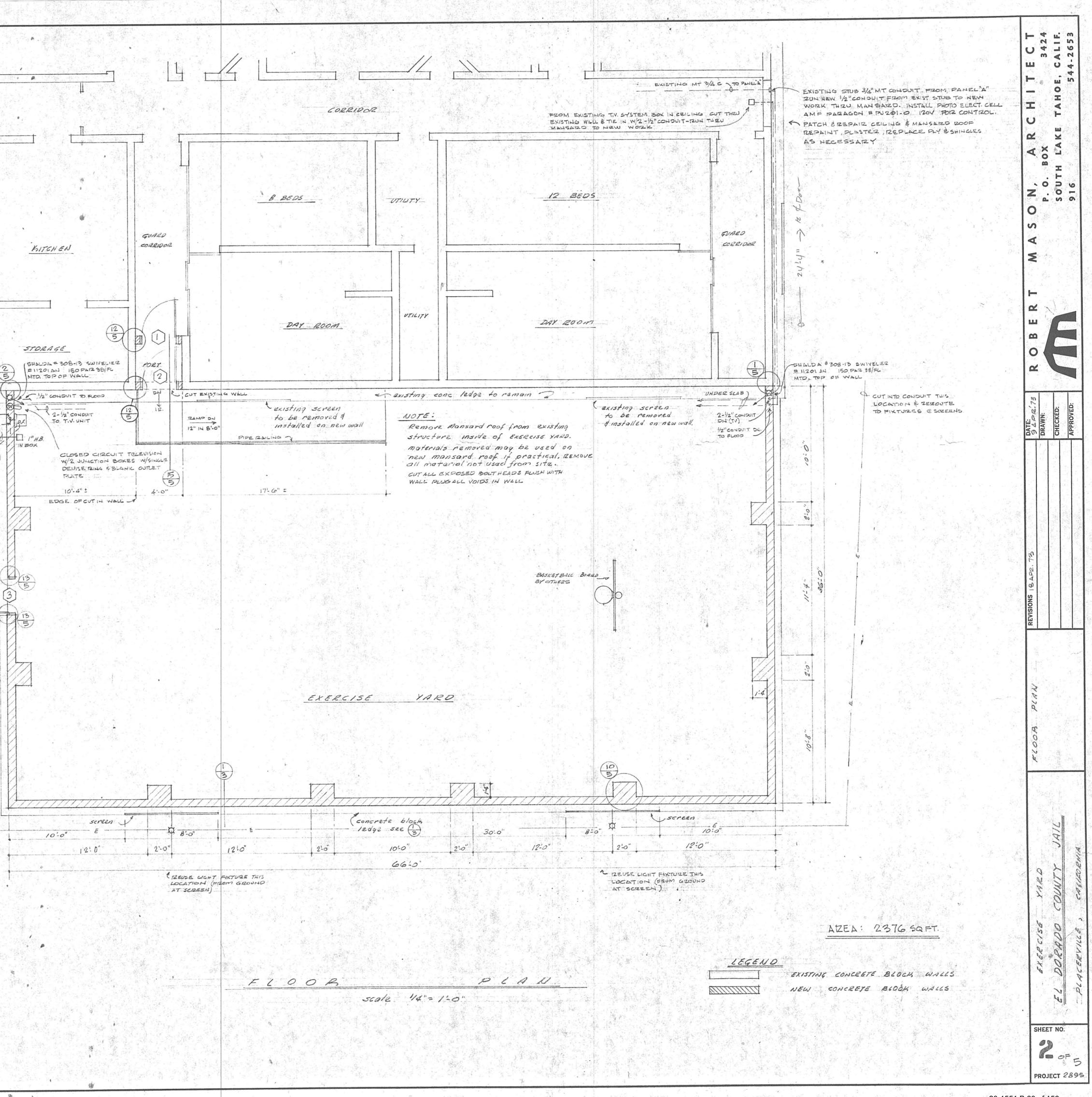


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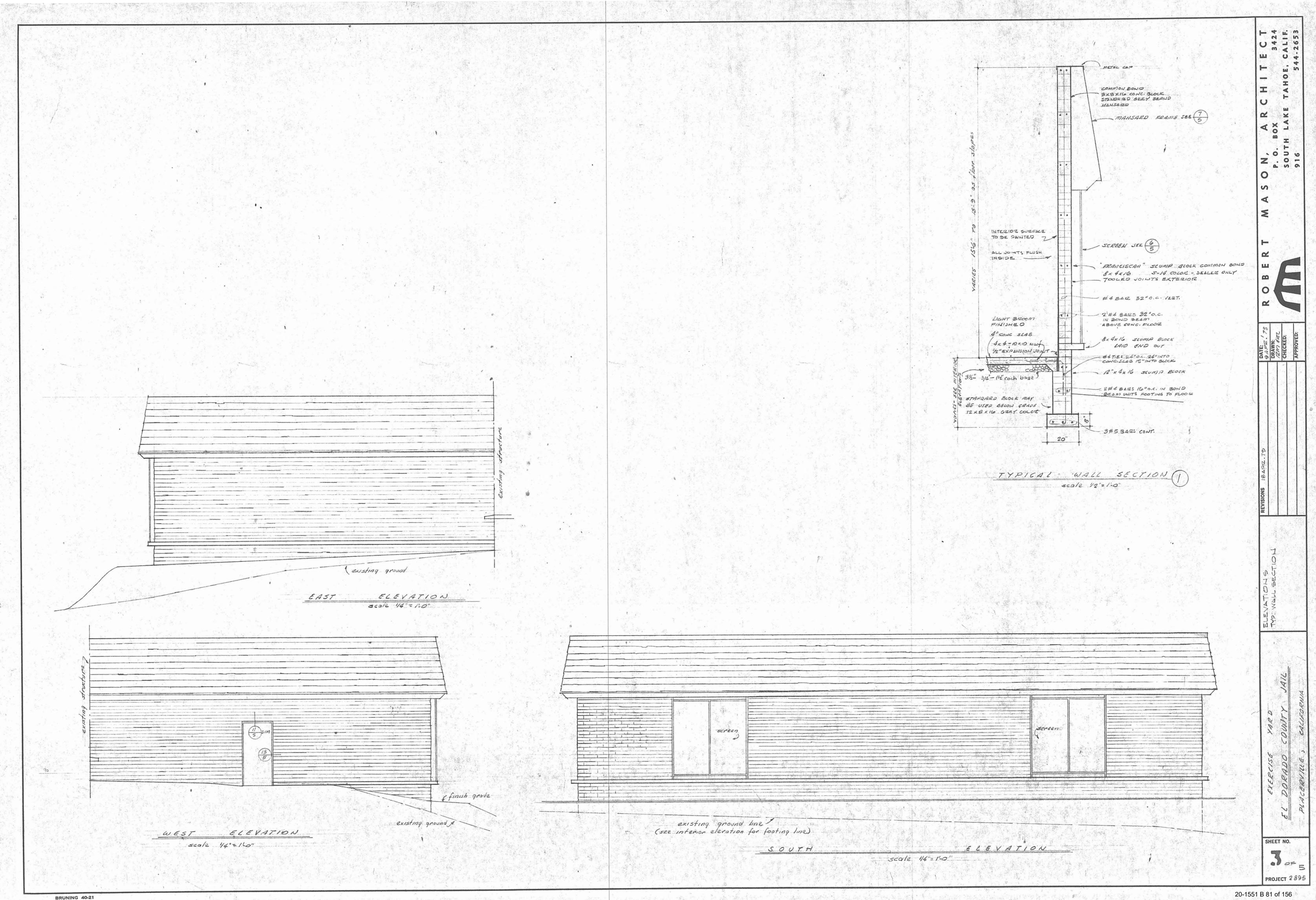
# EXHIBIT B1.2 EXERCISE YARD

DOOR SCHEDULE 3:0"x6-8"x134" . HOLLOW METAL SECURITY . 14GA, FLUSH STEEL . STEEL CHANNEL FRAME . FOLGER ADAMS 41/2" × 3/6" BUTTS 1/2 PRIME CONTED . FOLGER ADAMS PULLS BOTH SIDES . FOLGER ADAM LOCK # 86 . HIGLOSS ENAMEL FINISH MATCH EXISTING. SAME W/NOIZTON "D"CLOSER . ZERO #75 5"ALUM THRESHOLD &#25 ANGLE (2) ZERO SERIES 422 # 26 4 # 25 W EXT, BROWZE WEATHERSTRIPPING. YOLE # 5321/2 US #10 DOOR HOLDER . SEMI GLOSS ENAMEL EXTERIOR SIDE: MATCH WALL COLOR. BAME AS DOOR I KEYED ON OUTSIDE ONLY SEMI GLOSS ENAMEL  $\langle 3 \rangle$ BOTH SIDES MATCH WALLS INSIDE . MATCH SOZEEN OUTSIDE KEY DOORS I & 2 ALIKE & INSTALL NIEW PANEL T"XT" IN MET, SECURITY FRAME W/1" TEMPERED GLASS SERVICE 11/4 VENT existing screen RISER PAR to remain I" WATER ) 1"H.B. TO EXISTING FIXTURE PLUMBING SCHEDULE 1/4" WASTE DRINKING FOUNTAIN : SUPER SECUR WARE "SANI SID" # A-800 MILL MACK CORP. 222 TTH ST. SAN FRANCISCO CA. PHONE: 863-2266 YARD HYDRANT: J.O. SMITH #5811VB 1"& SUPPLY & I"HOSE CONNECTION (HB HOSE BIBB) WITH COVER. TELEVISION ALTERNATE NºI INSTALL WORKABLE SYSTEM AND MAINTAIN FOR (1) YEAR THE FOLLOWING EQUIPMENT: SECURITY MONITOR: PANASONIC #TM - 952 (2) 9" MONITOR FOR - EIA RACK MOUNTING DOOR CAMERA: GE TE-338 ENVIORMENTAL HOUSING VICON -V BOOH W/ BOOH-B BLOWERL & THERENO. (EMERGENCY) & V BOOH - H HEATER & THEIZMOSTAT & VBOOH - S AIR SHIELD WIDE ANGLE LENS GE # 177013 - 6.0mm/f1.8 POWER AC IN 1/2" CONDUIT 24 12 WIRES THW COPPER TO PANEL"AB" CABLE : GE # 7399010 COAXIAL CABLE FIZON CAMEIZA TO CONSOLE IN 1/2" CONDUIT. MOUNTING HEAVY DUTY PEDASTAL VICON # VIO APM 3/16" STEEL PLATE 6.12" SQUARE W/4 - 3/8" BOLTS DRILL & MOUNT ON TOP OF CONC. BLOCK WALL . (ALL NECESSARY CONDUIT TO BE INCLUDED IN BASE BID ALL WIRING TO BE INCLUDED IN ALTERNATE #1) BRUNING 40-21



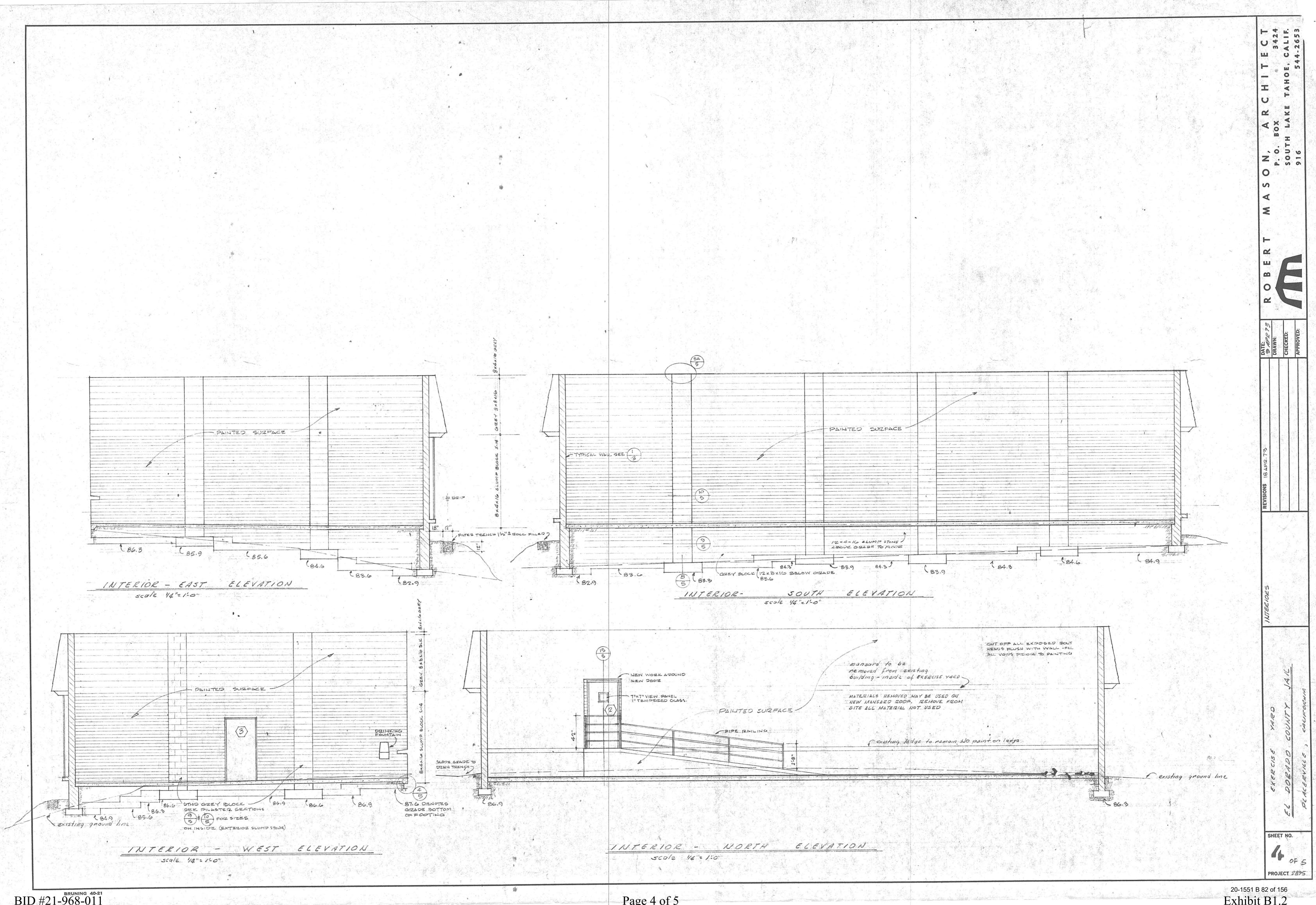
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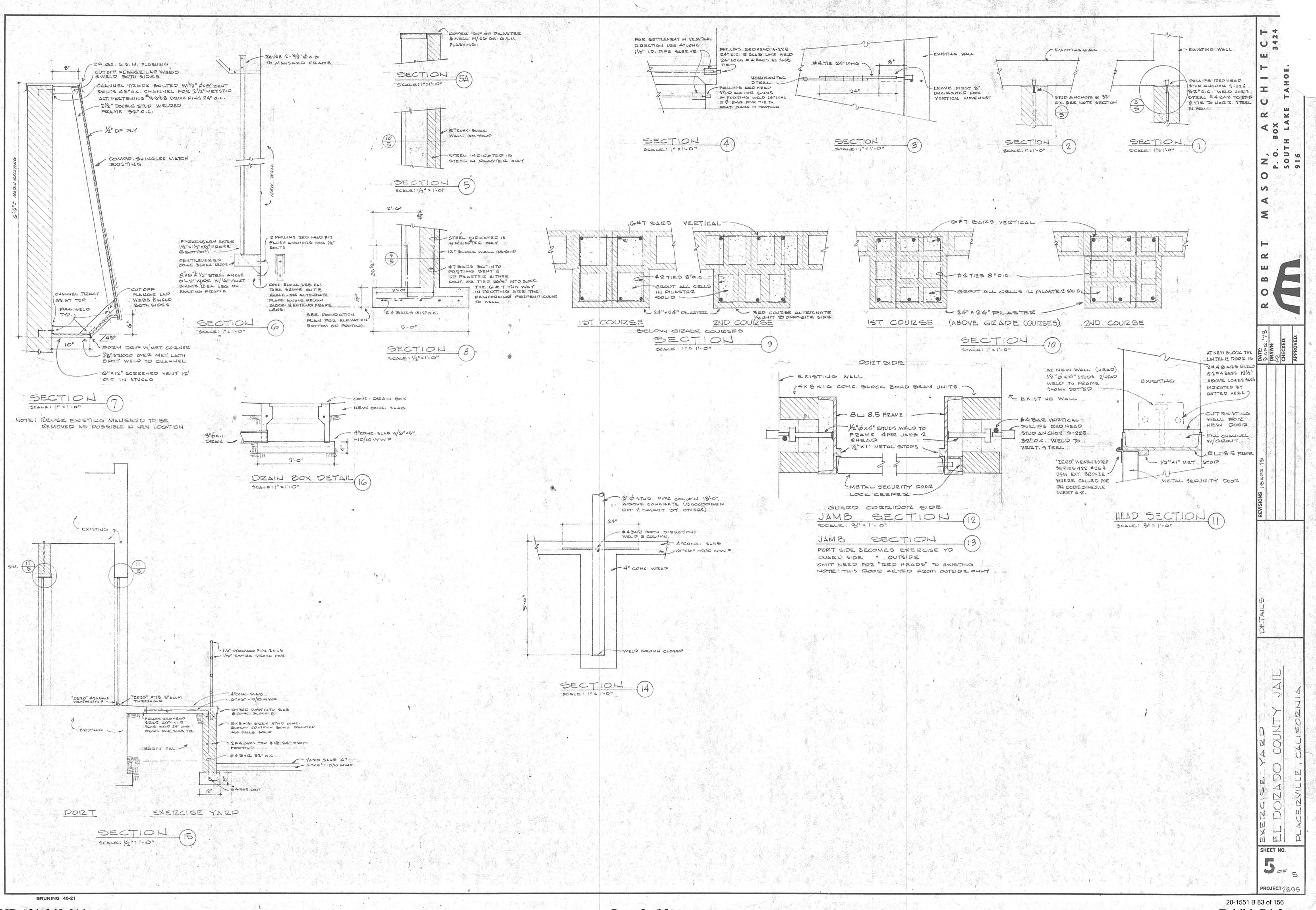
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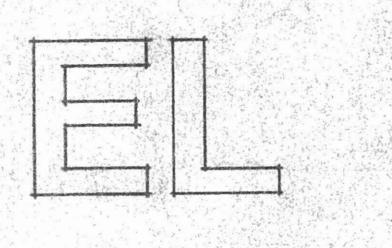


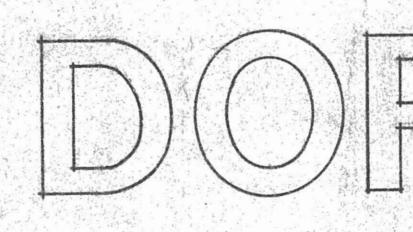


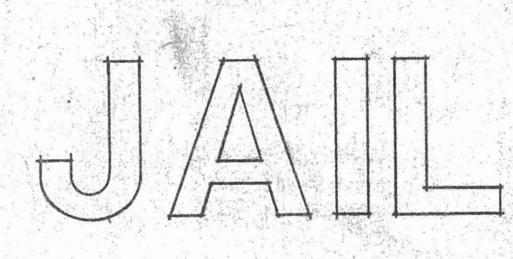
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Exhibit B1.2









Owner

BOARD OF SUPERVISORS 330 FAIR LANE PLACERVILLE, CA 95667

# ABBREVIATIONS

SPEC. "watial Equipment SEQUIP, Anchor Bolt SQ. Naximun MAL Existing EXIST. Air Conditioning ALC Machine Folt M.E. Exterior EXT Asphaltic Concrete A.C. STUR Hernanical MA CH. ADJ Adjustabl ISTL ST Minimum, ..... - 111N. ---Floor Drain ALUM Aluminum Miscellaneous STOR. Fire Extinguisher Cabinet : 11 SE . F.E.C.M APPROX. Approximate Masonry Ovening N. O. Finish FIN. A.T. Acoustic Tile FLUOR. Fluorescent St.Mar.Nº F.O.S. Face of Stud BD. Board autri. Face of Masonry Ja F.Q.M. DLDC. Building What in Contract. N.I.C. Foot Blocking BLK ... NU. 2. Number Fout ing -8M. Beam Nominal. THR. BOT . Bottom TaG Gauge T.C. OESC. Chscure Grade Cabine TYP. 0.C. .On Center Galvanized GALV. Catch Busin L.B. Outside Diameter Calvarized Irou\* Cast Iron C.I. UNF: OPP. Oppogite. CLASS Conservetion Joint. C.J. QUTE, B Glue Laminared Heam. Ceiling CLC. Gypsna Wallboard Corrugated Metal Pipe CMP ... ×41. Flate Concrete Masonry Unit Gypsum in GYP. CMR : VERTAN Plumping PLUMB Column PLYWD. Flagwood-Hose Bibb H.B. COMP .: Composition Freesed Metal Frame. PMF H.C. Hollow Core CONT . Continuous HOW . Fair PE Hardware CONTR. Contractor Founds Fer Square Incl. .Hardword Concrete CONC: Polyetisleme Vapor barrier K.C. PAP -Hollow Metal 11. 11. 0.0. :Clean Out WD. TORZY Horizoncal WNSET . Q.T. Quarry Tile Helgit Orinking Fountain. D.F. K.H. D.S: Douglas, Eir Radius Inside Dianecente DIA ... Diameter R.D. .Roof Brain. Inch UL! Dimension REINF. Reinforcing. Insulation Downspout REQ DI Required ... Interior Dishwasher Dista RM. Roon Drawing Kough Opening. R.O.. Janitor Enlword RWDY .. Joint Existing Rain Water Loader BWL 12356. Laminaced LAM. Each EA. South LAV .: Lavdenry E.J. Expansion Joint W/0. Shlid Cores L:3. Lag Bolt ELEC. Electright SHT. Sheet. Pound Elevation Similar Ligat 1.T. Equal BID #21-968-011

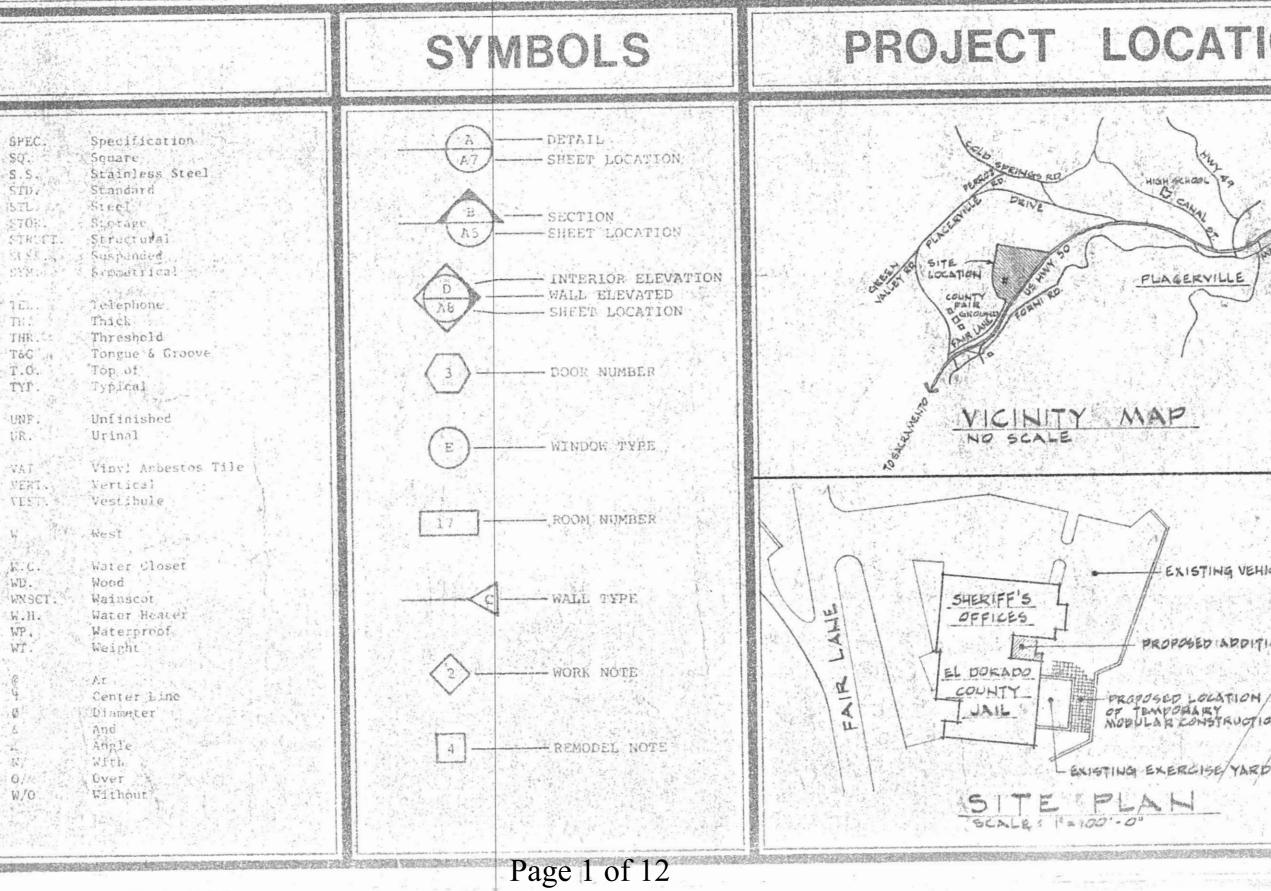
# **EXHIBIT B1.3 ALTERATIONS & ADDITION**



Architect

EDWARD T. MURRAY, A.I.A. 601 MAIN STREET PLACERVILLE, CA 95667

Consultants



# STRUCTURAL ENGINEER: RUMBERGER/HAINES/VIRDEE MECHANICAL/ELECTRICAL ENG.: PETERS ENGINEERING

ON	INDEX TO DRAWINGS	
CLE YARD	COWER <u>ARCHITECTURAL</u> A-1. FLOOR PLAN; FINISH SCHEDULE; MOOF PLAN A-2. LS. FLOOR PLAN; DOOR SCHEDULE; MOOF PLAN A-2. ENTERIOR ELEVATION; BUILDING SECTORS IT. BLOWTONS A-3. ENTERIOR ELEVATION; BUILDING SECTORS IT. BLOWTONS A-4. REFLECTED CEILING PLAN; DETAILS A-5. STEEL STAIR; CHAIN UNK FENCING, MISC DETAILS A-0. STEEL STAIR; CHAIN UNK FENCING, MISC DETAILS A-1. GENERAL NOTES; DETAILS A-2. FRUNDATION PLAN; FRAMING PAN; DETAILS A-3. FRUNDATION SECTIONS; DETAILS A-4. OPENING ELEVATIONS; DETAILS A-5. TRAILER ROUNDATION PLAN; DETAILS A-5. TRAILER A-5. AND A-	E CVERT MULTERY
AHA N	H-1 MECHANICAL PLAN <u>ELECTRICAL</u> E-1 SITE PLAN; SCHERJLES & LEGEL E:Z DEMOLITION FLAN E:3 POWER PLAN E-4 LIGHTING PLAN	
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01	SECURITY VESTIBULE	PA SCA R(	RTIA Le: Jg"	L RC	DOF IISH WAL	SC	HEDI	JLE		REMARKS
01 02		PA SCA RC FLOOR A - 1	BASE	Г-0" FIN NORTH H-2/J-2	DOF IISH WAL EAST	SOUTH	HEDU	JLE CEIL MAT. Q.2	HT.	REMARKS
01 02 03	SECURITY VESTIBULE HOLDING	PA SCA RC FLOOR A - 1 C - 1 C - 1	BASE	К. 1'-0" FIN NORTH H-2/J-2 H-2	DOF IISH WAL EAST J-2 J-2	SOUTH H-Z	HEDI WEST	JLE CEIL MAT. & 2 K-1	HT. 11'.4" 9'-6"	REMARKS
01 02 03	SECULUTY VESTIBULE HOLDING DETOX	PA SCA RC FLOOR A - 1 C - 1 C - 1	BASE	NORTH H-2/J-2 H-2 H-2	DOF ISH WAL EAST J-2 H-2 H-2	SOUTH H-Z H-Z	HEDI WEST	JLE CEIL MAT. Q.2 K-1 Q-2	HT. 11'.4" 9'-6" 11'.4"	REMARKS
01 02 03 04	SECULATY VESTIBULE HOLDING DETOX INMATE CLOTHING/PROF.	PA 5CA RC FLOOR A - 1 C - 1 C - 1 B - 1	RTIA DOM BASE G-1 F-1,	NORTH H-2/J-2 H-2 H-2 H-2	DOF ISH WAL EAST J-Z H-Z J-Z	SOUTH H-2 H-2 H-2	HED WEST H-Z H-Z H-Z	<b>JLE</b> CEIL MAT. <i>Q</i> -2 <i>K</i> -1 <i>Q</i> -2	HT. 11'.4" 9'-6" 11'.4"	
01 02 03 04 04	SECULATY VESTIBULE HOLDING DETOX INMATE CLOTHING/PROF. DRESSING	PA 5CA RC FLOOR A - 1 C - 1 C - 1 B - 1 B - 1 B - 1	BASE 6-1 F-1, F-1	NORTH H-2/J-2 H-2 H-2 H-2 H-2 H-2 H-2	20F IISH WAL EAST J-2 H-2 H-2 H-2 H-2 H-2	MANGA MATCH B SC LS SOUTH H-Z H-Z H-Z H-Z	HED WEST H-Z H-Z H-Z H-Z H-Z H-Z	JLE CEIL MAT. Q.2 R-1 Q-2 Q-2	HT. 11'.4" 9'-6" 11'.4"	
01 02 03 04 05 04 06	SECULATY VESTIBULE HOLDING DETOX INMATE CLOTHING/PROF. DRESSING EXISTING UNDRY	PA 5CA RC FLOOR A - 1 C - 1 C - 1 B - 1 B - 1 B - 1 E	BASE 6-1 F-1, F-1, E	RC 1'-0" FIN NORTH H-2/J-2 H-2 H-2 H-2 H-2 H-2 H-2 H-2 H-2	20F ISH WAL EAST J-2 H-2 H-2 H-2 H-2 H-2 H-2 H-2 H-2	MANGA MATCH B PLAH SC LS SOUTH H-Z H-Z H-Z H-Z H-Z H-Z	HEDI WEST H-Z H-Z H-Z H2/E-Z E	JLE CEIIL MAT. Q.2 K-1 Q-2 Q-2 E	HT. 11'.4" 9'-6" 11'.4" 11'.4" 11'.4"	
01 02 03 04 05 06 06 07 06	SECULATTY VESTIBULE HOLDING DETOX INMATE CLOTHING/PROF DRESSING EXISTING LAUNDRY NEW BOOKING AREA SINGLE BOOKING EXISTING CONTROL	PA 5CA R( FLOOR A - 1 C - 1 C - 1 B - 1 B - 1 E A - 1/E	RTIA DOM BASE G-1 F-1 F-1 F-1 E G-1/E E E	RC 1'-0" FIN NORTH H-2/J-2 H-2 H-2 H-2 H-2 H-2 H-2 H-2 H-2 H-2 H	20F IISH WAL EAST J-2 H-2 H-2 J-2 H-2/M-1* E/H-2 H-2 E/K-2*	MANGA MATCH B PLAH SC LS SOUTH H-2 H-2 H-2 H-2 H-2 H-2 E E E E E E E	HED WEST H-Z H-Z H-Z H-Z H-Z H-Z H-Z E H-Z E H-Z E H-Z E H-Z E H-Z E H-Z E H-Z E H-Z E H-Z E	JLE CEIL MAT. Q.2 K-1 Q.2 Q.2 E P-1 E E	HT. 11'.4" 9'-6" 11'.4" 11'.4" 11'.4" 8'-0"	* @ 940WEE
01 02 03 04 05 06 07 08 08	SECULITY VESTIBULE HOLDING DETOX INMATE CLOTHING/PROF DRESSING EXISTING LAUNDRY NEW BOOKING AREA GINGLE BOOKING EXISTING CONTROL NEW OFFICE	$\frac{PA}{SCA}$ $P$	RTIA DOM BASE G-1 F-1 F-1 F-1 E G-1/E E E E	RC 1'-0" FIN NORTH H-2/J-2 H-2 H-2 H-2 H-2 H-2 H-2 H-2 H-2 H-2 H	20F IISH WAL EAST J-2 H-2 H-2 H-2 H-2 H-2 H-2 H-2 E/H-2 E E/K-2* E	MANGA MATCH B PLAH SC LS SOUTH H-Z H-Z H-Z H-Z H-Z E E E/K-Z E	HEDI WEST H-Z H-Z H-Z H-Z H-Z H-Z H-Z E H-Z E H-Z E H-Z E H-Z E H-Z E H-Z E H-Z E H-Z E H-Z E H-Z E H-Z E H-Z E H-Z E H-Z E H-Z E H-Z H-Z E H-Z H-Z H-Z H-Z H-Z H-Z H-Z H-Z H-Z H-Z	JLE CEIL MAT. Q.2 K-1 Q.2 Q.2 E P-1 E E E	HT. 11'.4" 9'-6" 11'.4" 11'.4" 11'.4" 8'-0" 8-0"	* @ SHOWNER * @ NRW WALLS
01 02 03 04 05 06 07 08 08	SECULITY VESTIBULE HOLDING DETOX INMATE CLOTHING/PROP DRESSING EXISTING LAUNDRY NEW BOOKING AREA GINIGLE BOOKING EXISTING CONTROL NEW OFFICE CORRIDOR	$\frac{PA}{SCA}$ $\frac{PA}{SCA}$ $\frac{FLOOR}{A - 1}$ $\frac{C - 1}{C - 1}$ $\frac{B - 1}{E}$ $\frac{B - 1}{E}$ $\frac{E}{E}$ $\frac{E}{E}$	RTIA DOM BASE G-1 F-1 F-1 F-1 E G-1/E E E E E	RC 1'-0" FIN NORTH H-2/J-2 H-2 H-2 H-2 H-2 H-2 H-2 H-2 H-2 H-2 H	20F ISH WAL EAST J-2 H-2 H-2 H-2 H-2 H-2 H-2 H-2 E/K-2* E E	ANATCH B PLAH SC LS SOUTH H-Z H-Z H-Z H-Z E E-Z E E/K-Z E	HED WEST H-Z H-Z H-Z H-Z H-Z H-Z E H-Z/E-Z E H-Z/E-Z E H-Z/E-Z E H-Z/E-Z E H-Z/E-Z E H-Z/E-Z E H-Z/E-Z E	JLE CEIL MAT. Q.2 K-1 Q.2 Q.2 E Q.2 E P-1 E E E E	HT. 11'.4" 9'-6" 11'.4" 11'.4" 11'.4" 11'.4" 8'.8"	* @ 940WEE
01 02 03 04 05 04 05 06 07 08 09 10 11 12	SECULATTY VESTIBULE HOLDING DETOX INMATE CLOTHING/PROF DRESSING EXISTING LAUNDRY NEW BOOKING AREA GINGLE BOOKING EXISTING CONTROL NEW OFFICE CORRIDOR NEW BMAN TRUSTEE	$\frac{PA}{SCA}$ $P$	RTIA DOM BASE G-1 F-1 F-1 F-1 E G-1/E E E E E/F-1* E F-1	RC 1'-0" FIN NORTH H-2/J-2 H-2 H-2 H-2 H-2 H-2 H-2 H-2 H-2 H-2 H	20F WAL EAST J-2 H-2 H-2 H-2 H-2 H-2 H-2 H-2 E/K-2* E E E	MANGA MATCH B PLAH SC LS SOUTH H-Z H-Z H-Z H-Z H-Z E E E E E E E E	HED WEST H-Z H-Z H-Z H-Z H-Z H-Z H-Z E H-Z E H-Z E H-Z E H-Z E H-Z E H-Z E E H-Z E E E E	JLE CEIL MAT. Q.2 K-1 Q.2 Q.2 E P-1 E E E E E E	HT. 11'.4" 9'-6" 11'.4" 11'.4" 11'.4" 8'.20" 	* @ SHOWNER * @ NRW WALLS
01 02 03 04 05 06 07 08 09 10 11 12 13	SECULITY VESTIBULE HOLDING DETOX INMATE CLOTHING/PROF DRESSING EXISTING UNDAY NEW BOOKING AREA GINGLE BOOKING EXISTING CONTROL NEW OFFICE CORRIDOR NEW BMAN TRUSTEE NEW 4 MAN CELL	$\frac{PA}{SCA}$ $P$	RTIA LE: 15" DOM BASE G-1 F-1 F-1 E G-1/E E E E/F-1* E F-1 E	RC 1'-0" FIN NORTH H-2/J-2 H-2 H-2 H-2 H-2 H-2 H-2 H-2 H-2 H-2 H	DOF ISH WAL EAST J-2 H-2 H-2 H-2 H-2 H-2 H-2 E/K-2* E E E E E	MANGA MATCH B PLAH SC LS SOUTH H-Z H-Z H-Z H-Z H-Z E E E E E E E E E	HEDI WEST H-Z H-Z H-Z H-Z H-Z H-Z E H-Z E H-Z E H-Z E H-Z E H-Z E E E E E E E	JLE CEIL MAT. Q:2 K-1 Q-2 Q-2 E P-1 E E E E E E	HT. 11'.4" 9'-6" 11'.4" 11'.4" 11'.4" 8'-0" 	* @ SHOWNER * @ NRW WALLS
01 02 03 04 05 06 07 08 09 10 11 12 13 14	SECULITY VESTIBULE HOLDING DETOX INMATE CLOTHING/PROF DRESSING EXISTING LAUNDRY NEW BOOKING AREA GINGLE BOOKING EXISTING CONTROL NEW OFFICE CORRIDOR NEW OFFICE NEW OFFICE NEW OFFICE NEW OFFICE NEW OFFICE NEW OFFICE	$\frac{PA}{SCA}$ $P$	RTIA LE: 13" DOM BASE G-1 F-1 F-1 E G-1/E E E E/F-1* E F-1 E F-1 E F-1	R I-0" FIN NORTH H-2/J-2 H-2 H-2 H-2 H-2 H-2 H-2 H-2 H	DOF WAL EAST J-Z J-Z H-Z H-Z H-Z H-Z H-Z E/K-Z* E E E E E E E E E E E E E	MANGA MATCH B PLAH SC LS SOUTH H-Z H-Z H-Z H-Z E E E E E E E E E	HEDU WEST H-Z H-Z H-Z H-Z H-Z H-Z E H-Z E H-Z E H-Z E K-Z E K-Z	JLE CEIL MAT. Q.2 K-1 Q.2 E Q.2 E P-1 E E E E E E	HT. 11'.4" 9'-6" 11'.4" 11'.4" 11'.4" 8'-0" 	* @ SHOWNER * @ NRW WALLS
01 02 03 04 05 06 07 00 09 01 12 13 14	SECULATTY VESTIBULE HOLDING DETOX INMATE CLOTHING/PROF DRESSING EXISTING LAUNDRY NEW BOOKING AREA GINGLE BOOKING EXISTING CONTROL NEW BOOKING AREA GINGLE BOOKING EXISTING CONTROL NEW BOOKING NEW BMAN TRUSTEE NEW 4 MAN CELL NEW STAFF LOUNGE NEW MEDICAL	$\frac{PA}{SCA}$ $P$	RTIA LE: 15" DOM BASE G-1 F-1 F-1 E G-1/E E E E/F-1* E F-1 E F-1 E F-1 E F-1 E	RC 1'-0" FIN NORTH H-2/J-2 H-2 H-2 H-2 H-2 H-2 H-2 H-2 E K-2 E E K-2 E E E E E E E E E	POF WAL EAST J-Z H-Z H-Z H-Z H-Z H-Z E/H-Z E E/K-Z* E E E K-Z	MANGA MATCH B PLAH SC LS SOUTH H-Z H-Z H-Z H-Z E E E E E E E E E E E	HEDI WEST H-Z H-Z H-Z H-Z H-Z H-Z E H-Z E H-Z E K-Z E K-Z E K-Z E	JLE CEIL MAT. Q:2 K-1 Q-2 Q-2 E P-1 E E E E E E E E	HT. 11'.4" 9'-6" 11'.4" 11'.4" 11'.4" 8'-0" 	* @ SHOWNER * @ NRW WALLS
01 02 03 04 05 06 07 08 09 10 11 23 14 15 16	SECULATTY VESTIBULE HOLDING DETOX INMATE CLOTHING/PROP DRESSING EXISTING LAUNDRY NEW BOOKING AREA GINGLE BOOKING EXISTING CONTROL NEW BOOKING EXISTING CONTROL NEW OFFICE CORRIDOR NEW MEDICAL LORRIDOR	$\frac{PA}{SCA}$ $P$	RTIA DOM BASE G-1 F-1 F-1 E E E/F-1* E F-1 E F-1 E F-1 E F-1 E F-1 E F-1 E	RC 1'-0" FIN NORTH H-2/J-2 H-2 H-2 H-2 H-2 H-2 H-2 H-2 E E K-2 E E E E E E E E E E	20F WAL EAST J.Z H.Z H.Z H.Z H.Z H.Z H.Z E/K.Z E E E E E E E E E	ANATCH B PLAH SC LS SOUTH H-Z H-Z H-Z H-Z E E E E E E E E E E E E	HED WEST H-Z H-Z H-Z H-Z H-Z E H-Z/E-Z E H-Z/E-Z E K-Z E E K-Z E	JLE CEIL MAT. Q.2 K-1 Q.2 Q.2 E P-1 E E E E E E E	HT. 11'.4" 9'-6" 11'.4" 11'.4" 11'.4" 8'-0" 	* @ SHOWIER * @ NEW WALLS
01 02 03 04 05 06 07 08 010 11 23 14 15 16	SECULATTY VESTIBULE HOLDING DETOX INMATE CLOTHING/PROF DRESSING EXISTING LAUNDRY NEW BOOKING AREA GINGLE BOOKING EXISTING CONTROL NEW BOOKING AREA GINGLE BOOKING EXISTING CONTROL NEW BOOKING NEW BMAN TRUSTEE NEW 4 MAN CELL NEW STAFF LOUNGE NEW MEDICAL	$\frac{PA}{SCA}$ $P$	RTIA LE: 15" DOM BASE G-1 F-1 F-1 E G-1/E E E E/F-1* E F-1 E F-1 E F-1 E F-1 E	RC 1'-0" FIN NORTH H-2/J-2 H-2 H-2 H-2 H-2 H-2 H-2 H-2 E K-2 E E K-2 E E E E E E E E E	20F WAL EAST J.Z H.Z H.Z H.Z H.Z H.Z H.Z E/K.Z E E E E E E E E E	MANGA MATCH B PLAH SC LS SOUTH H-Z H-Z H-Z H-Z E E E E E E E E E E E	HEDI WEST H-Z H-Z H-Z H-Z H-Z H-Z E H-Z E H-Z E K-Z E K-Z E K-Z E	JLE CEIL MAT. Q:2 K-1 Q-2 Q-2 E P-1 E E E E E E E E	HT. 11'.4" 9'-6" 11'.4" 11'.4" 11'.4" 8'-8" 	* @ SHOWNER * @ NRW WALLS
01 02 03 04 05 06 07 08 010 11 23 14 15 16	SECULATTY VESTIBULE HOLDING DETOX INMATE CLOTHING/PROP DRESSING EXISTING LAUNDRY NEW BOOKING AREA GINGLE BOOKING EXISTING CONTROL NEW BOOKING EXISTING CONTROL NEW OFFICE CORRIDOR NEW MEDICAL LORRIDOR	$\frac{PA}{SCA}$ $P$	RTIA DOM BASE G-1 F-1 F-1 E E E/F-1* E F-1 E F-1 E F-1 E F-1 E F-1 E F-1 E	RC 1'-0" FIN NORTH H-2/J-2 H-2 H-2 H-2 H-2 H-2 H-2 H-2 E E K-2 E E E E E E E E E E	20F WAL EAST J.Z H.Z H.Z H.Z H.Z H.Z H.Z E/K.Z E E E E E E E E E	ANATCH B PLAH SC LS SOUTH H-Z H-Z H-Z H-Z E E E E E E E E E E E E	HED WEST H-Z H-Z H-Z H-Z H-Z E H-Z/E-Z E H-Z/E-Z E K-Z E E K-Z E	JLE CEIL MAT. Q.2 K-1 Q.2 Q.2 E P-1 E E E E E E E	HT. 11'.4" 9'-6" 11'.4" 11'.4" 11'.4" 8'-8" 	* @ SHOWIER * @ NEW WALLS
01 02 03 04 05 06 07 08 09 10 11 23 14 15	SECULATTY VESTIBULE HOLDING DETOX INMATE CLOTHING/PROP DRESSING EXISTING LAUNDRY NEW BOOKING AREA GINGLE BOOKING EXISTING CONTROL NEW BOOKING EXISTING CONTROL NEW OFFICE CORRIDOR NEW MEDICAL LORRIDOR	$\frac{PA}{SCA}$ $P$	RTIA DOM BASE G-1 F-1 F-1 E E E/F-1* E F-1 E F-1 E F-1 E F-1 E F-1 E F-1 E	RC 1'-0" FIN NORTH H-2/J-2 H-2 H-2 H-2 H-2 H-2 H-2 H-2 E E K-2 E E E E E E E E E E	20F WAL EAST J.Z H.Z H.Z H.Z H.Z H.Z H.Z E/K.Z E E E E E E E E E	MANGA MATCHE PLAH SC LS SOUTH H-Z H-Z H-Z H-Z E E E E E E E E E E E E	HED WEST H-Z H-Z H-Z H-Z H-Z E H-Z/E-Z E H-Z/E-Z E K-Z E E K-Z E	JLE CEIL MAT. Q.2 K-1 Q.2 Q.2 E P-1 E E E E E E E	HT. 11'.4" 9'-6" 11'.4" 11'.4" 11'.4" 8'-0" 	* @ SHOWIER * @ NEW WALLS
01 02 03 04 05 04 05 06 07 08 09 10 11 12 13 14 15 116 117	SECULATY VESTIBULE HOLDING DETOX INMATE CLOTHING/PROP DRESSING EXISTING LAUNDRY NEW BOOKING AREA GINGLE BOOKING EXISTING CONTROL NEW BRANTRUSTEE NEW OFFICE CORRIDOR NEW BMANTRUSTEE NEW 4 MAN CELL NEW STAFF LOUNGE NEW MEDICAL LORRIDOR BOOKING CONTROL	$\frac{PA}{SCA}$ $P$	RTIA DOM BASE G-1 F-1 F-1 E E E/F-1* E F-1 E F-1 E F-1 E F-1 E F-1 E F-1 E	RC 1'-0" FIN NORTH H-2/J-2 H-2 H-2 H-2 H-2 H-2 H-2 H-2 E E K-2 E E E E E E E E E E	20F WAL EAST J.Z H.Z H.Z H.Z H.Z H.Z H.Z E/K.Z E E E E E E E E E	MANGA MATCHE PLAH SC LS SOUTH H-Z H-Z H-Z H-Z E E E E E E E E E E E E	HED WEST H-Z H-Z H-Z H-Z H-Z E H-Z/E-Z E H-Z/E-Z E K-Z E E K-Z E	JLE CEIL MAT. Q.2 K-1 Q.2 Q.2 E P-1 E E E E E E E	HT. 11'.4" 9'-6" 11'.4" 11'.4" 11'.4" 8'-0" 	* @ SHOWIER * @ NEW WALLS
01 02 03 04 05 06 07 08 09 10 11 12 113 114 115 116 117	SECULATY VESTIBULE HOLDING DETOX INMATE CLOTHING/PROP DRESSING EXISTING LAUNDRY NEW BOOKING AREA GINGLE BOOKING EXISTING CONTROL NEW BOOKING CONTROL NEW BMAN TRUSTEE NEW BMAN TRUSTEE NEW BMAN TRUSTEE NEW BMAN TRUSTEE NEW BMAN TRUSTEE NEW MEDICAL LORRIDOR BOOKING CONTROL TRUSTEE TRAILER DORM	$\frac{PA}{SCA}$ $P$	$\frac{\mathbf{RT}\mathbf{A}}{\mathbf{DOM}}$ $\frac{\mathbf{BASE}}{\mathbf{BASE}}$ $\frac{\mathbf{G}\cdot\mathbf{I}}{\mathbf{F}\cdot\mathbf{I}}$ $\frac{\mathbf{F}\cdot\mathbf{I}}{\mathbf{E}}$ $\frac{\mathbf{E}}{\mathbf{E}}$ $\frac{\mathbf{E}\cdot\mathbf{I}}{\mathbf{F}\cdot\mathbf{I}}$ $\frac{\mathbf{E}}{\mathbf{F}\cdot\mathbf{I}}$ $\frac{\mathbf{E}}{\mathbf{F}\cdot\mathbf{I}}$ $\frac{\mathbf{E}}{\mathbf{F}\cdot\mathbf{I}}$ $\frac{\mathbf{E}}{\mathbf{F}\cdot\mathbf{I}}$		20F WAL EAST J·2 H·2 H·2 H·2 H·2 H·2 H·2 K·2 E E E E E E E E E E E	MANGA MATCHE PLAH SC LS SOUTH H-Z H-Z H-Z H-Z E E E E E E E E E E E E E	HED WEST H-Z H-Z H-Z H-Z H-Z H-Z E H-Z/E-Z E H-Z/E-Z E H-Z/E-Z E H-Z/E-Z E H-Z/E-Z E H-Z/E-Z E H-Z/E-Z E H-Z/E-Z E H-Z H-Z H-Z H-Z H-Z H-Z H-Z H-Z	JLE CEIL MAT. Q-2 Q-2 Q-2 E P-1 E E E E E E E E E	HT. 11'.4" 9'-6" 11'.4" 11'.4" 11'.4" 8'.2"      	* @ SHOWIER * @ NEW WALLS
NO 102 103 104 102 104 102 104 102 104 104 104 104 104 104 104 104	SECURITY VESTIBULE HOLDING DETOX INMATE CLOTHING/PROF DRESSING EXISTING UNDORY NEW BOOKING AREA GINGLE BOOKING EXISTING CONTROL NEW OFFICE CORRIDOR NEW BMAN TRUSTEE NEW BMAN TRUSTEE NEW BMAN TRUSTEE NEW BMAN TRUSTEE NEW MEDICAL LORRIDOR BOOKING CONTROL TRUSTEE TRAILER DORM DORM	PA SCA $R$ $R$ $FLOOR$ $A - 1$ $C - 1$ $B - 1$ $E$ $A - 1 / E$ $E$ $E$ $D - 1$	RTIA LE: 15" DOM BASE G-1 F-1 F-1 E G-1/E E E F-1 E F-1 E F-1 E F-1 E F-1 E F-1		20F IISH WAL EAST J-2 H-2 H-2 H-2 H-2 H-2 H-2 E E/K-2* E E E E E E E E E E E E E E E E E E E	MANGA MATCHE PLAH SC LS SOUTH H-2 H-2 H-2 H-2 H-2 E E E E E E E E E E E E	HED WEST H-Z H-Z H-Z H-Z H-Z H-Z E H-Z/E-Z E H-Z/E-Z E K-Z E E K-Z E E E K-Z	JLE CEIL MAT. Q.2 K-1 Q.2 R-2 Q.2 E P-1 E E E E E E E E E E E E E	HT. 11'.4" 9'-6" 11'.4" 11'.4" 11'.4" 8'-0"      	* @ SHOWIER * @ NEW WALLS
01 02 03 04 05 06 07 08 09 01 12 13 14 15 116 117	SECULITY VESTIBULE HOLDING DETOX INMATE CLOTHING/PROF DRESSING EXISTING LAUNDRY NEW BOOKING AREA GINGLE BOOKING EXISTING CONTROL NEW BRANTRUSTEE NEW OFFICE CORRIDOR NEW MEDICAL NEW MEDICAL LORRIDOR BOOKING CONTROL DORM DORM TOILET ROOM	PA SCA $R$ $R$ $FLOOR$ $A - 1$ $C - 1$ $B - 1$ $E$ $A - 1 / E$ $E$ $E$ $D - 1$ $E$ $E$ $D - 1$ $E$ $E$ $D - 1$ $E$ $E$ $D - 1$ $E$ $E$ $D - 1$ $E$ $E$ $D - 1$ $E$ $D - 1$ $E$ $E$ $D - 1$ $E$ $E$ $E$ $D - 1$ $E$ $E$ $E$ $E$ $D - 1$ $E$	RTIA $E = 100000000000000000000000000000000000$		20F <b>IISH</b> WAL EAST J·Z J·Z H·Z/M·I* E/H·Z H·Z/M·I* E E E E E E E E E E E E E	MANGA MATCHE PLAH SC LS SOUTH H-Z H-Z H-Z H-Z E E E E E E E E E E E E E E E E E E E	HEDU WEST H-Z H-Z H-Z H-Z H-Z H-Z E H-Z E H-Z E K-Z E E K-Z E E K-Z E E K-Z E E K-Z E E K-Z E E K-Z E	JLE CEIL MAT. Q:2 R-1 Q-2 Q-2 E P-1 E E E E E E E E E E E E E	HT. 11'.4" 9'-6" 11'.4" 11'.4" 11'.4" 8'-0" 	* @ SHOWIER * @ NEW WALLS

A- CARPET B - SHEET VINYL

C - RESILIENT CELL PADDING

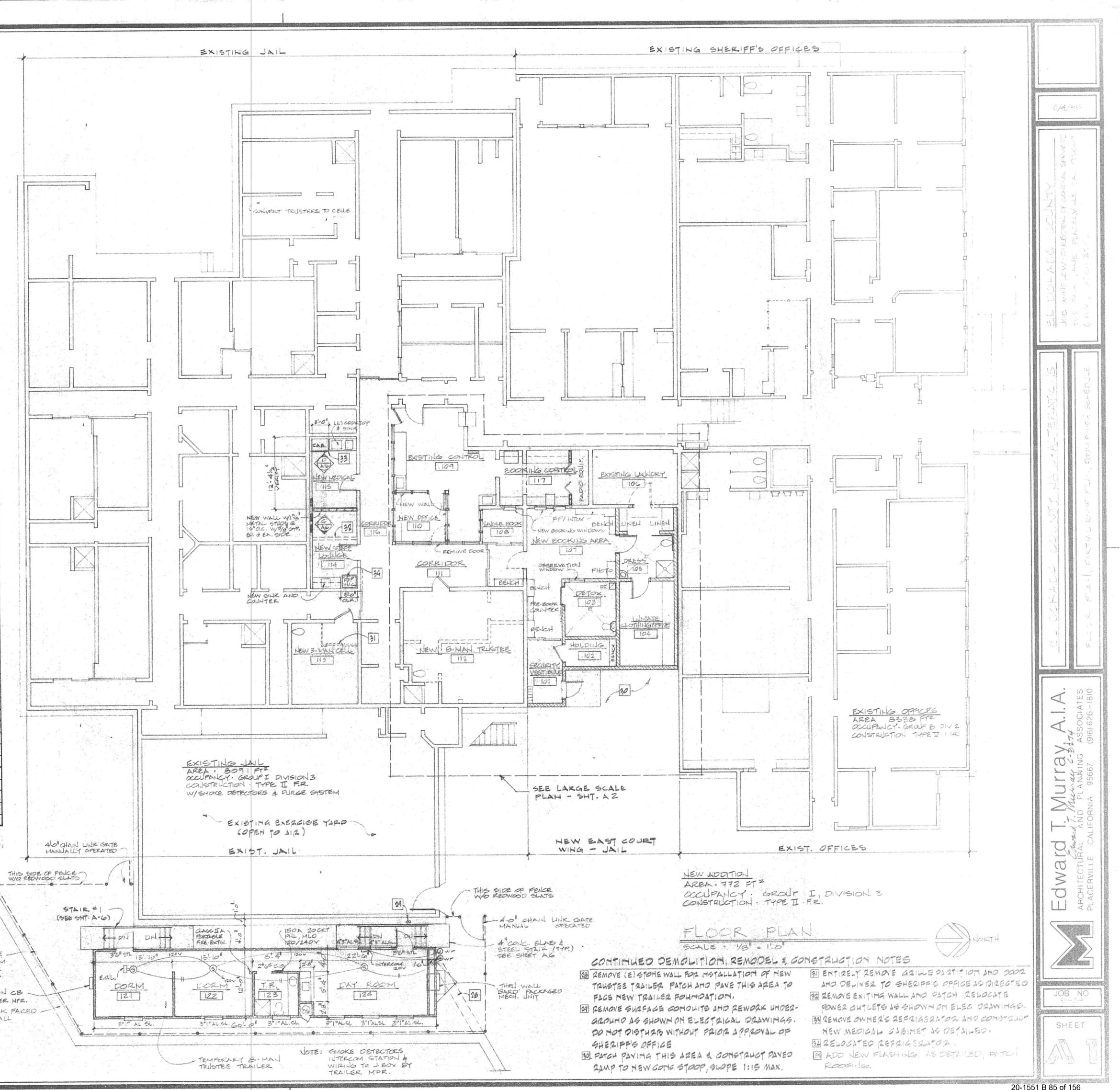
D. VINYL TILE

- E- EXISTING TO REMAIN
- F 4" RUBBER BASE COVED
- G 4" RUEBER BASE COVELESS
- H COLCRETE BLOCK
- J SLUMP STONE BLACK
- K- 5/8' TYPE 'X' GYP. BD.
- L- 5/8 TYPE'X' GPP. 80. 0/3/8 COX PLTWOOD
- M. CERAMIC TILE
- N- MARLITE' CLASS I FLAME SPREAD 0/3/8" CDX PLYWOOD
- P- SUSPENDED ACOUSTICAL TILE 2×4 GRID
- R EXPOSED STEEL DECKING R- SHEET METAL
- 5- ACOUSTIC PANELED CEILING
- BID #21-968-011

2 - FAINT ENAMEL

150A/2P. MAIN CB (WP) BY TRAILER MFR. EXISTING ROCK FACED -RETAINING WALL

I - PACTERAT



Page 2 of 12

20-1551 B 85 of 156 Exhibit B1.3

# DEMOLITION, REMODEL, & CONSTRUCTION NOTES

- 1 REMOVE WOOD TRIM AT EXIST WOOD WALL AND WOOD FRIME MINGARD ABONE TEW WALL . REWORK GONOUT AT WALL FOOTING TO ALLOW CLEARANCE AS HECEGOARY FOR NEW WALL
- REMOVE INTERCOM SPEAKER HEAR (E) SOFFIT SEWARK COMOUNT FLUGH INTO CORMER

3 REMOVE DOOR FRAME AND PORTION OF WALL ; RECONSTRUCT NEW OPENING AS SHOWN ON STRUCTURAL ORAWINGS.

- 4 REMOVE DODR, FRAME, AND PORTION OF WALL RECOMPTRUCT WALL AND BOOKING WINDOWS AS DETAILED AND SHOWN ON STRUCTURAL DUGS
- 5 REMOVE GRADE GLEAN OUT, MOTALL GLEEVE 00 AS NEGESSARY AND NEW FLOOD GLEAN OUT.
- 6 ENTIGELY REMOVE EXIST CONC STOOP
- T INTERCOM TO REMAIN OPERABLE; DISCOMMENT [1] ALAZM BUTTON.
- B REMOVE DOOR ONLY, DISCONNECT ELES. DOD2 LOUR & REGISSUIT AS SHOWN AND MOTED ON SHT E-2 MO E-3.
- 9 RAISE HOSE BIB AND RESET BRASS BOX AND GOVES FLUGH W/NEW FLODS.
- 10 POUR COME. 120UND (E) EMT, BUT HOLD CONC FREE OF COMPUTELBON COVER.
- I EXTIRELY REMOVE EXIST. WALLE, EDEFITE GEILING, FIXTURES AND COMOLIT "O LINES AND DIMENSIONS SHOWN, PATCH WALLS AND SOFFITS AS NOTED AND AS NECESSARY FOR NEW FINISH, NEW GEILING WILL BE (E) EXPOSED CONCRETE, REWORK, RELOCATE OR CONSTRUCT NEW ELEC. AND MECHANICAL EQUIPMENT & FIXTURES AS SHOWN & NOTED ON SHT M. I. E. 2 AND E. 3. 3
- 12 REMOVE SHELF COUNTER & PATCH
- 13 REMOVE CASEWORK & EQUIPMENT ; PATCH.
- 14 REMOVE VENT/GRILL AND FILL GOLID WITH CONS. GROUT : PATCH.
- 15 SAWELT WALL, AND RECONSTRUCT FLOOR RAMP AS DETAILED; (APPROX. 134" TO F.F.) CONSTRUCT OPENING PER STRUCT. OWE'S.

REMOVE (E) SHELVES . RELOCATE (E) VIDED SAGGET 16 RECORDER ÉCABE TO NEW SHELF ABOVE PRINTER OH WEST WALL . COMSTRUCT NEW SUSPENDED CEILING BELOW (E) CONDUITS & EQUIP AT EXIST. GEILING, PATCH ALL WALLS AND AROUND NEW GHT-IN BOOKING WINDOW.

REMOVE DOOR, PATCHAND DAINT FRAME, PATCHAND PAINT WALLS WHERE EQUIPMENT HAS BEEN REMOVED 18 REMOVE BENCH, CUT IN NEW BOOKING WINDOW IND PATCH, EXIST CEILING & DETENTION DODA TO REMAIN INSTALL 14 44. CLOSURE AT BOTTOM OF EXISTING 19 BADKING WINDOW, RIVE, TO (E) STEEL COUNTERTOD,

- ENTIRELY REMOVE EXISTING CASEWORK RELOCATE (E) GAGH REGISTER AND (E) TELEDHONE TO NEW EXTENDED CONTROL 200M AT BOOKING WINDOWS. CAREFULLY REMOVE DOOR , HINGES AND ELECTRIC LOCK; RE-INSTALL DODE AND OPERATOR/LOCK (#4)
- TO (E) IDENTICAL FRAME AT NEW TRUSTEE CELL (2M 112) (DODS OPERATOR 16 GURFACE MOUNT HAROWARE). 22 THOROUGHLY INSPECT CONDITIONS AT (E) STEEL COUNTER, INTERCON PANEL, FIREALARM ADJACENT TO(E) DOOR, COUNTERTOD DOOR CONTROLLER CONSOLAND RELAY DIZCHITS FOR INTERVIEW 2M (NOW MOUNTED UNDER STEEL COUNTER). WITH THE LEAST DISCHPTION AS POSSIBLE, REMOVE INTERSOM PANEL, DOOR CONTROLLED CONSOLAND RELATE. REMOVE AND DISCARD ENTIRE STEEL GOUNTER AND GABINET. RELOCATE COMPONENTS WHERE SHOWN ON ELECTRICAL DRAWINGS AND AS NOTED. UNDOIL (E) FLEXIBLE LEADE AND RELOCATE 19"X 19" INTERCON PANEL IN NEW COUNTERTOP. RELOCATE FIRE ALACM PANEL ON (E) SOUTH WALL BELOW WINDOW IS DIRECTED. REMOVE VIDED MONITORS FROM SHELF ABOVE WINDOWS AT SOUTH WALL (DO NOT REMOVE SHELF) AND RELOCATE TO (E) SHELF AT WEST WALL NOTCH NEW COUNTER FOR (E) CONSOL GONOUTS 24 REMOVE & RELOCATE WALL MOUNTED RACKS IN PM 104. 29 26 REMOVE & RELOCATE PORTABLE RACKS TO CM 104. 21 REMOVE SHELVES
  - CLEAN & ADJUST DRAIN FOR FLOW : GROUT DAN.

- DEVISE HOUSING (MILD STEEL)

7/8 \$ T.F. RIB BORS @ 4" O.C.

W/ 21/4" × 3/8" MILD STEEL EARS (NOTCH & INTERLOCK)

DOOR TYPES

-MANUAL RELEASE

STEEL GRATE

DOOR GUIDE

COLUMN

DOOR

DETENTION DOOR

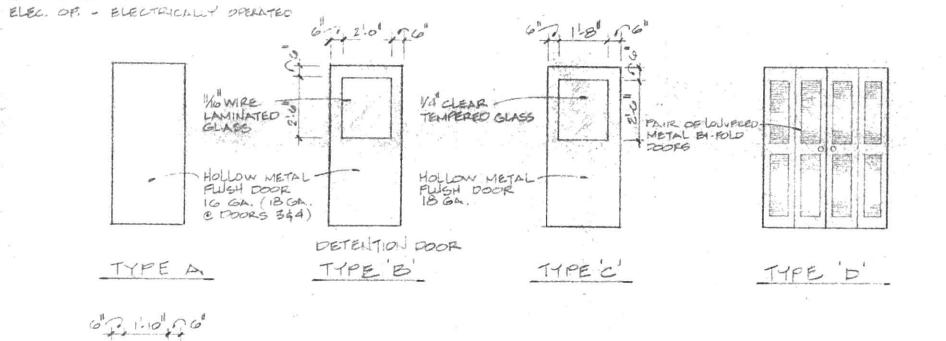
TYPE 'F'

### DOOR SCHEDULE

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Same	-	na se anno an tha she da a se a she ann a she ann an tha an tha an tha se an tha she an the she and a second s				1.5. 6			The second s	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	化化学学 医子宫炎 化分子管子分子子
MARK	DOOR			FRAME				HRDW.			
	TYPE	SIZE	MAT.	FINISH	MAT.	FINISH	HEAD	JAMB	TRESH	GROUP	REMARKS
1	A	3-0" + 6-8" + 134"	H. M.	FAINT	H.M.	FAINT	IO/AB	10/A5	13/A5	HGa-1	ELEC. OP
2	B	3-0" + 6-8" + 134"	H.M.	PAINT.	H.M.	PAINT	IO/ASS SIM.	10/A5	15/A5	HG-4	20 MINA
. 3	A	50.6-8 -144	H.M.	PAINT	H.M.	PAINT	10/AS BIM	10/45	mer	HG 3	
4	., A	3-0" +6-3" + 1%"	H.M	MAINT	H.M.	PAINT	IO/AS SINT.	10/45	16/A.5	HG-2	20 MIL
5	D	(p2) 2-10 × 6-8" × 114"	нм.	PAINT	H.M.	PAINT	T/AG GIM:	7/65		The second second	BI. FOLD LOUVEREN?
6	6	2-8" × 6-8", × 13/4"	Н. М.	PAINT	H.M.	PAILIT	4/AB BIM	5/45	Anna ann a' a' ann a Anna	HG-5	
7	(E) C	2.8", 6-8", 134"	(E)	(E)	(E) H.M.	(E)	(乐)	YE).	(E).	(E)	SEE 21 ELE. OF.
8	E	2-10" × 6'-3% - 2"	H.M.	PAINT	STEEL	PAINT	12/AS	11/A5	14/A5.	H6.6	ELEC. OP. 2011
9.	F	2-8" × 6:336" × 21/4"	STEEL	PAINT	STEEL	PAINT	18/AS	17/A5		HG-7.	SLIPING 20 MIN. ELEC. OP. SLIDING
-				-							19 - 11 - 12 - 12 - 12 - 12 - 12 - 12 -
J									1. j.		
			1.10				and the second		A Martin A	e Protectione	
. 1 g			1. J.	Star Star	12 A. C.		1 20	100		atta da ana	
<u>1</u>						Star Star					
St. Starting of the			14		A		FR. P.	Sec. 1. 1983	i te sta	and the second	

(E) · EXIGTING



EXISTING PASS . THRU

(E) VIDED MONITORS & SHELF (ABOVE) TO BEMAIN

BID #21-968-011

DETENTION DOOR

TYPE

- DEVICE HOUSING (HILD STEEL)

VIG WIRE

GLAGS

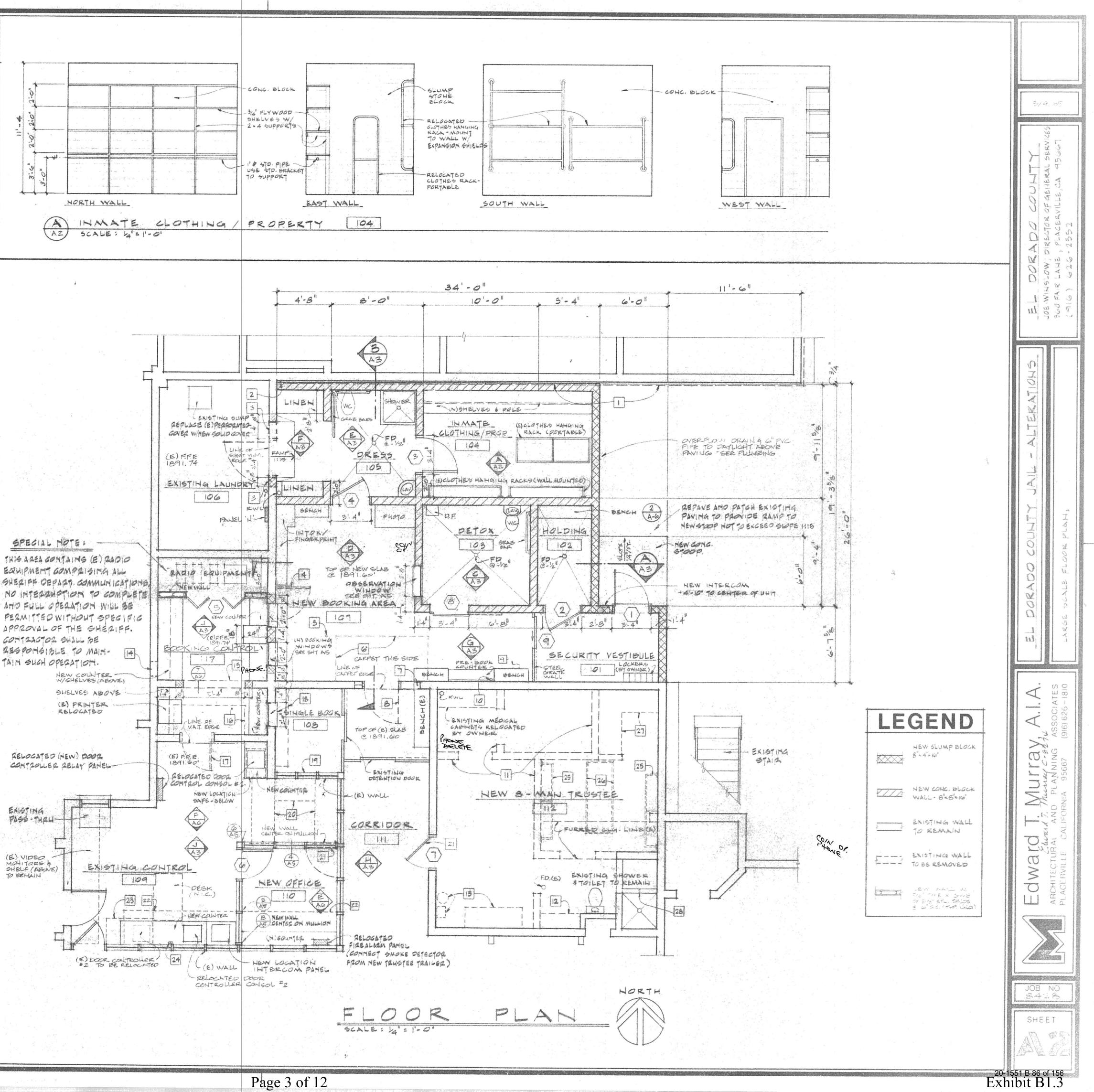
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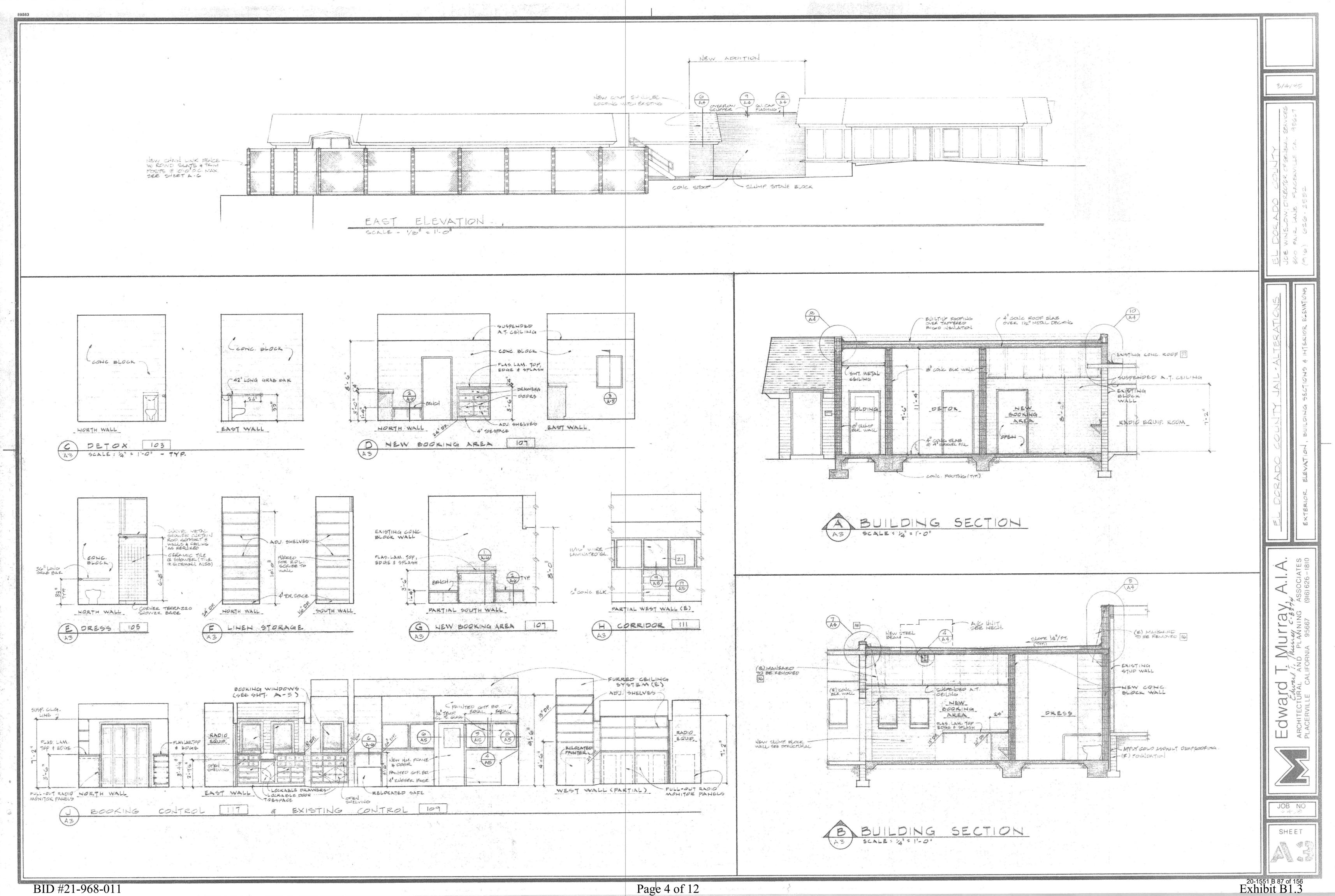
DOOR GUIDE

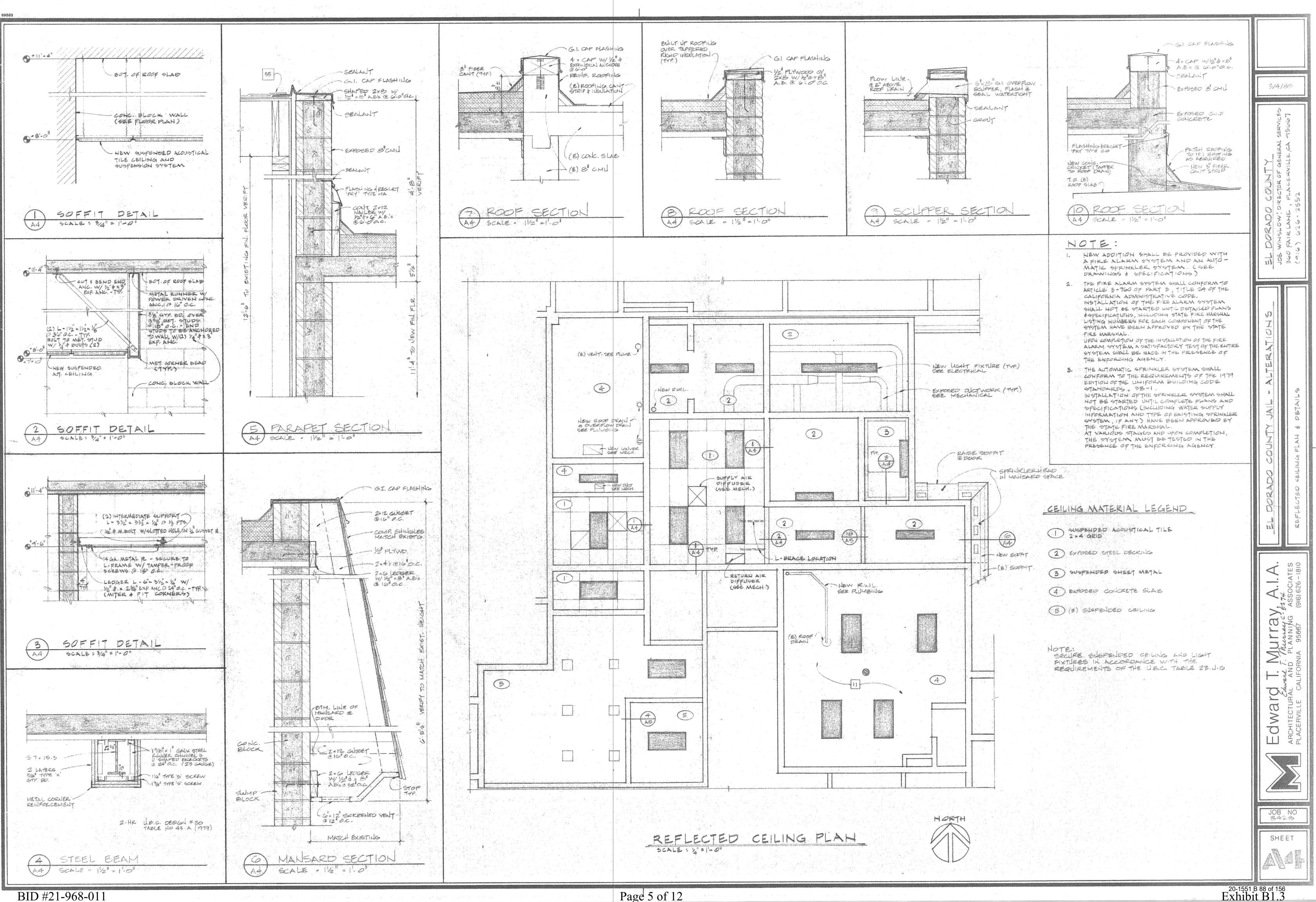
COLUMN RELEASE

Hollow METAL FLUSH DOOR 14 GA

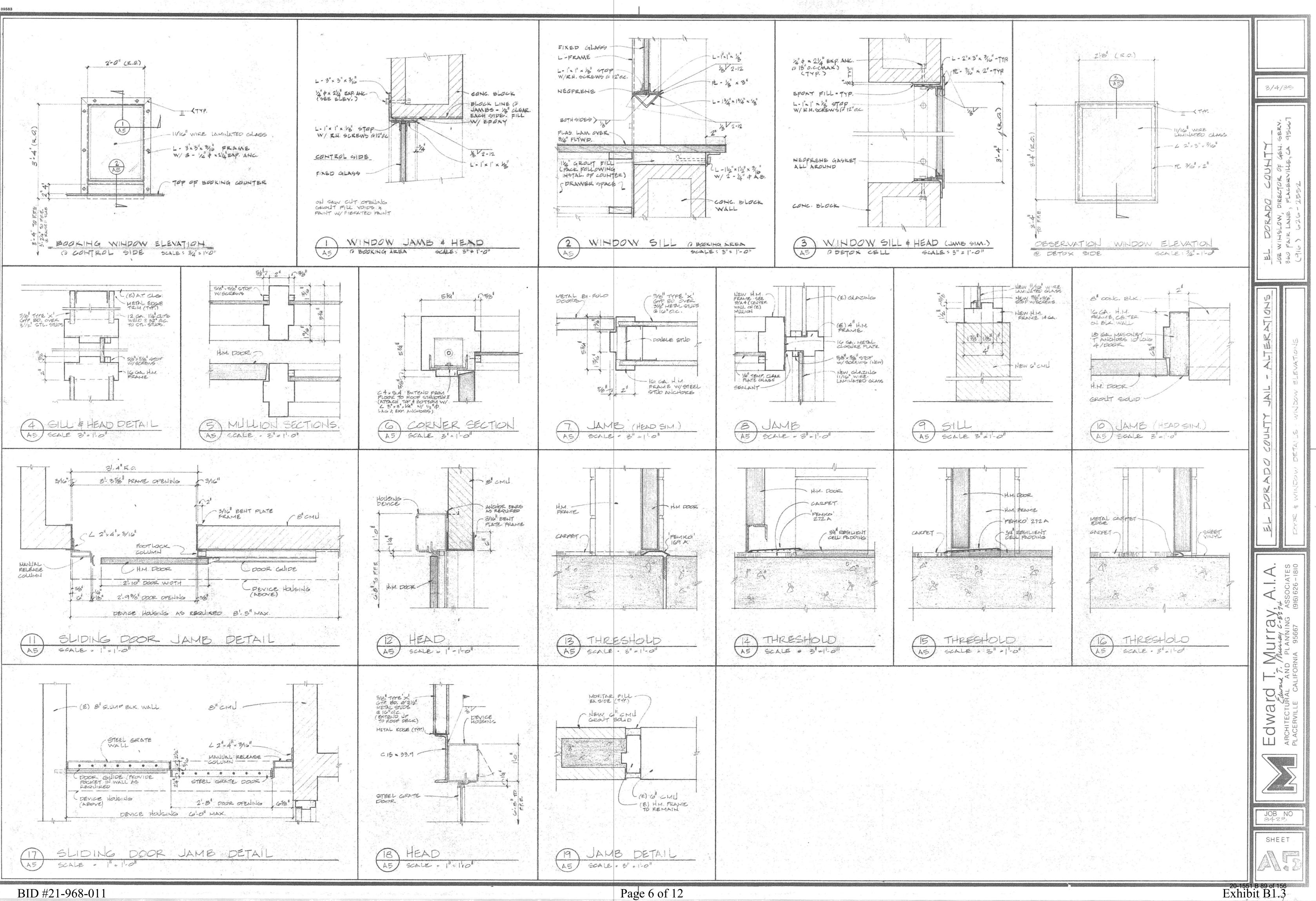
FOOTLOCK COLUMN



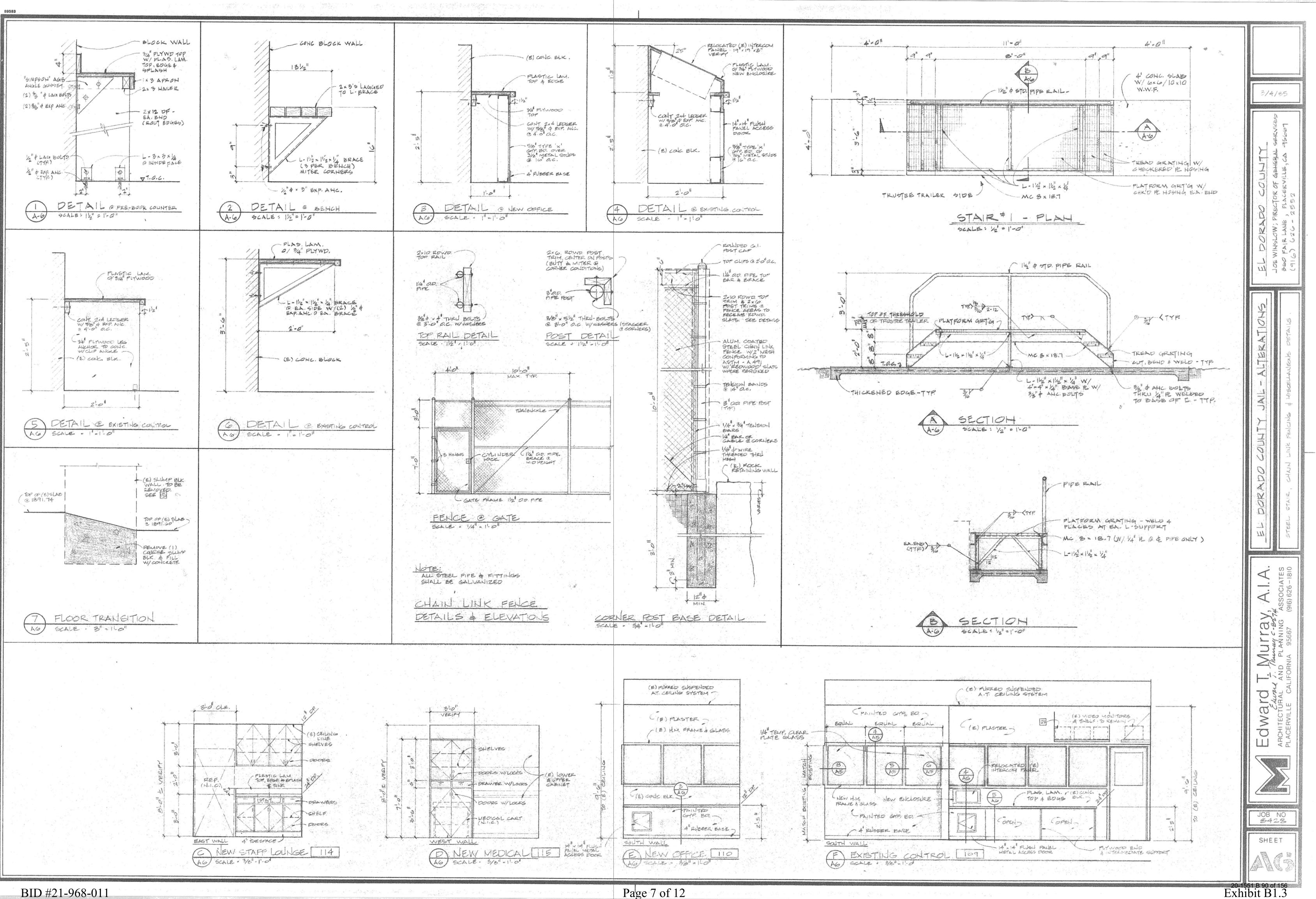




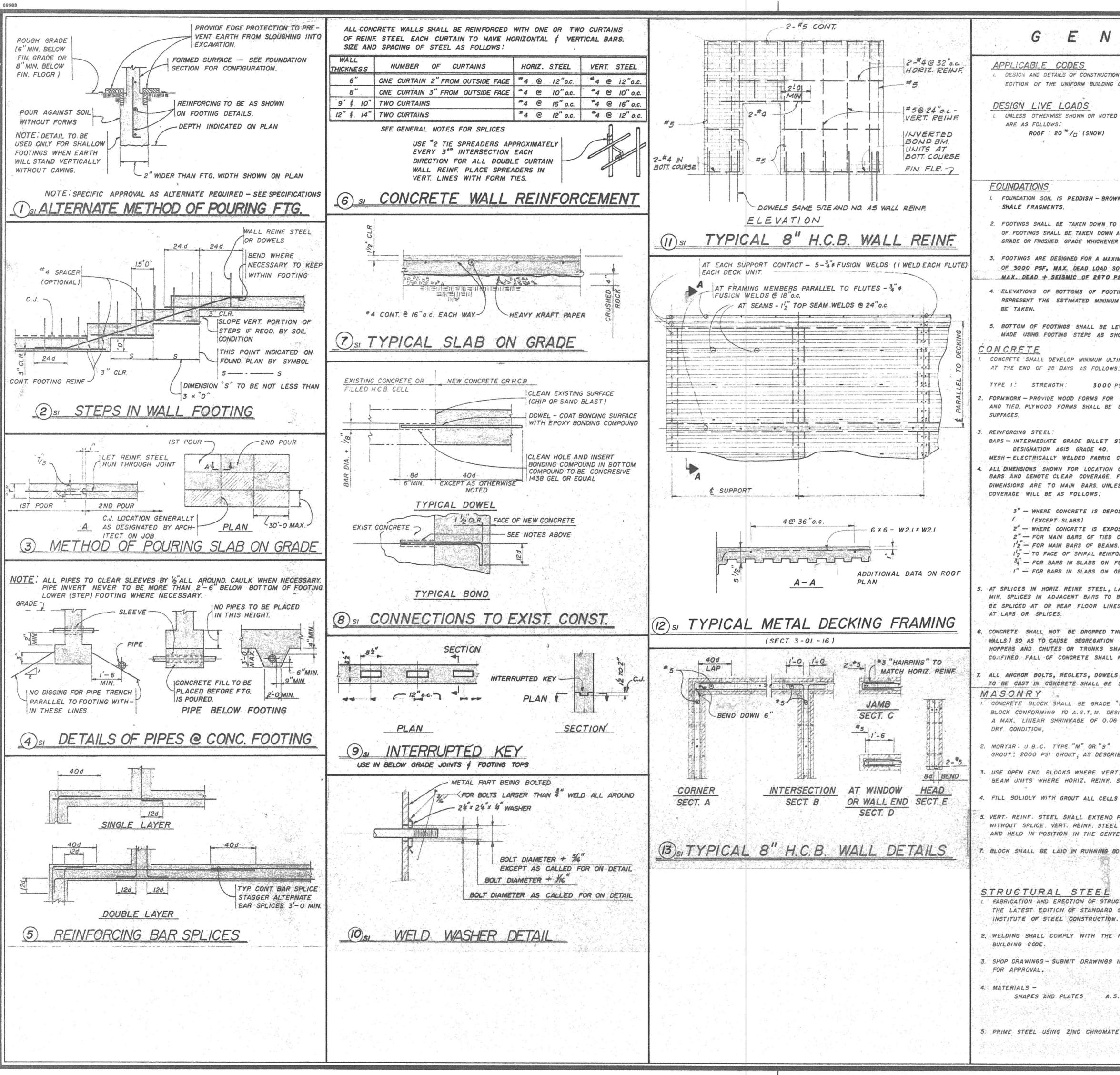
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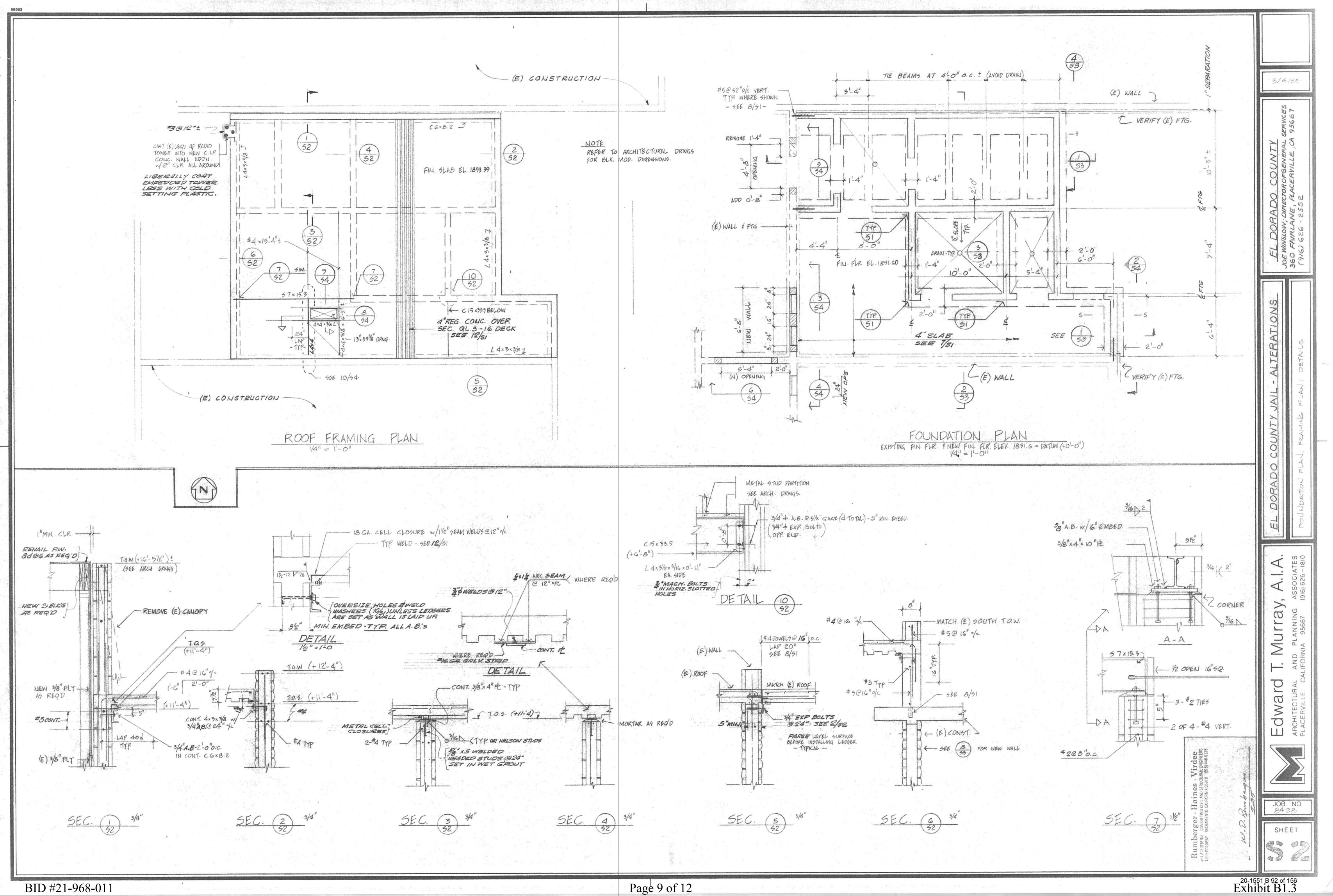
BID #21-968-011

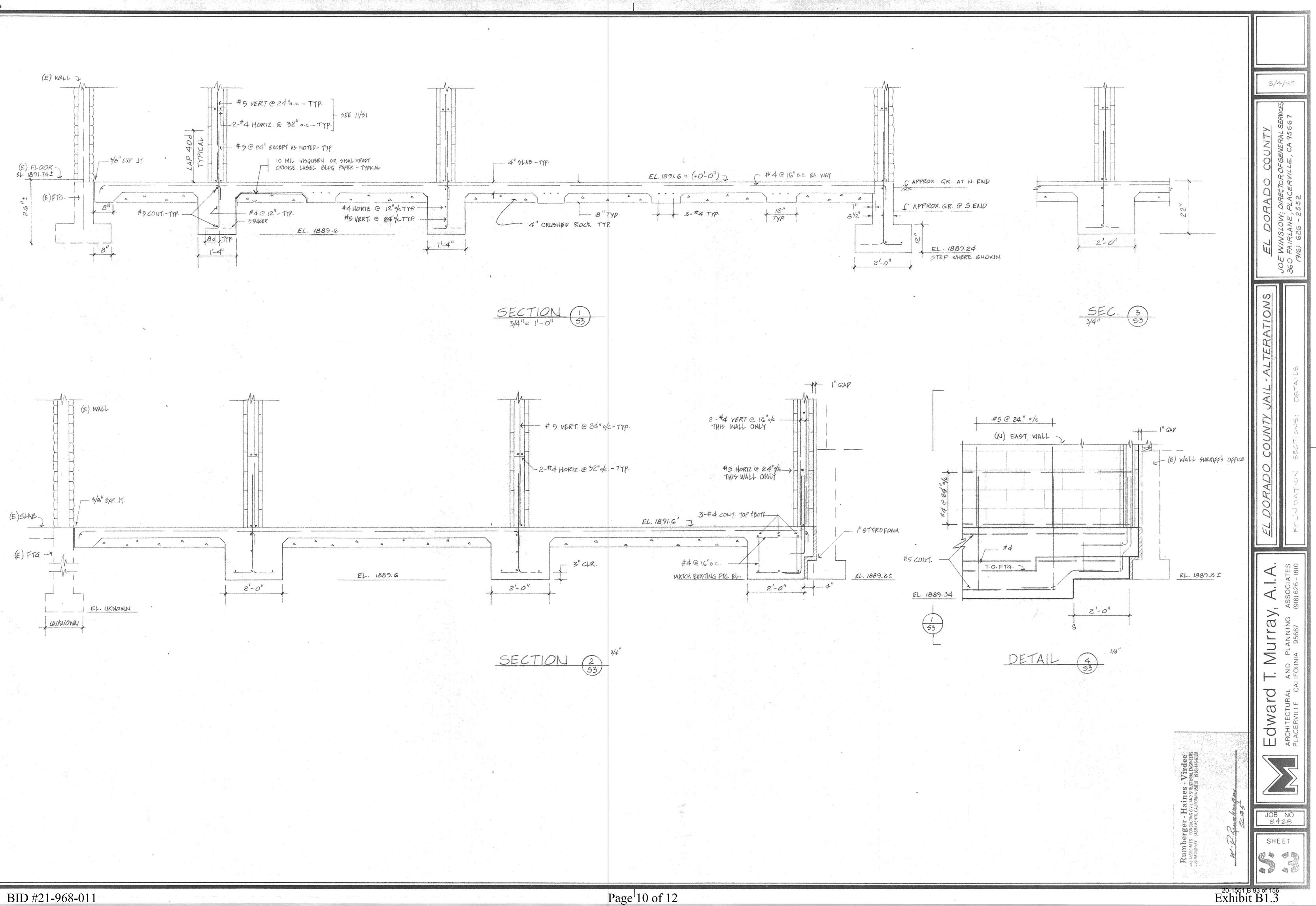


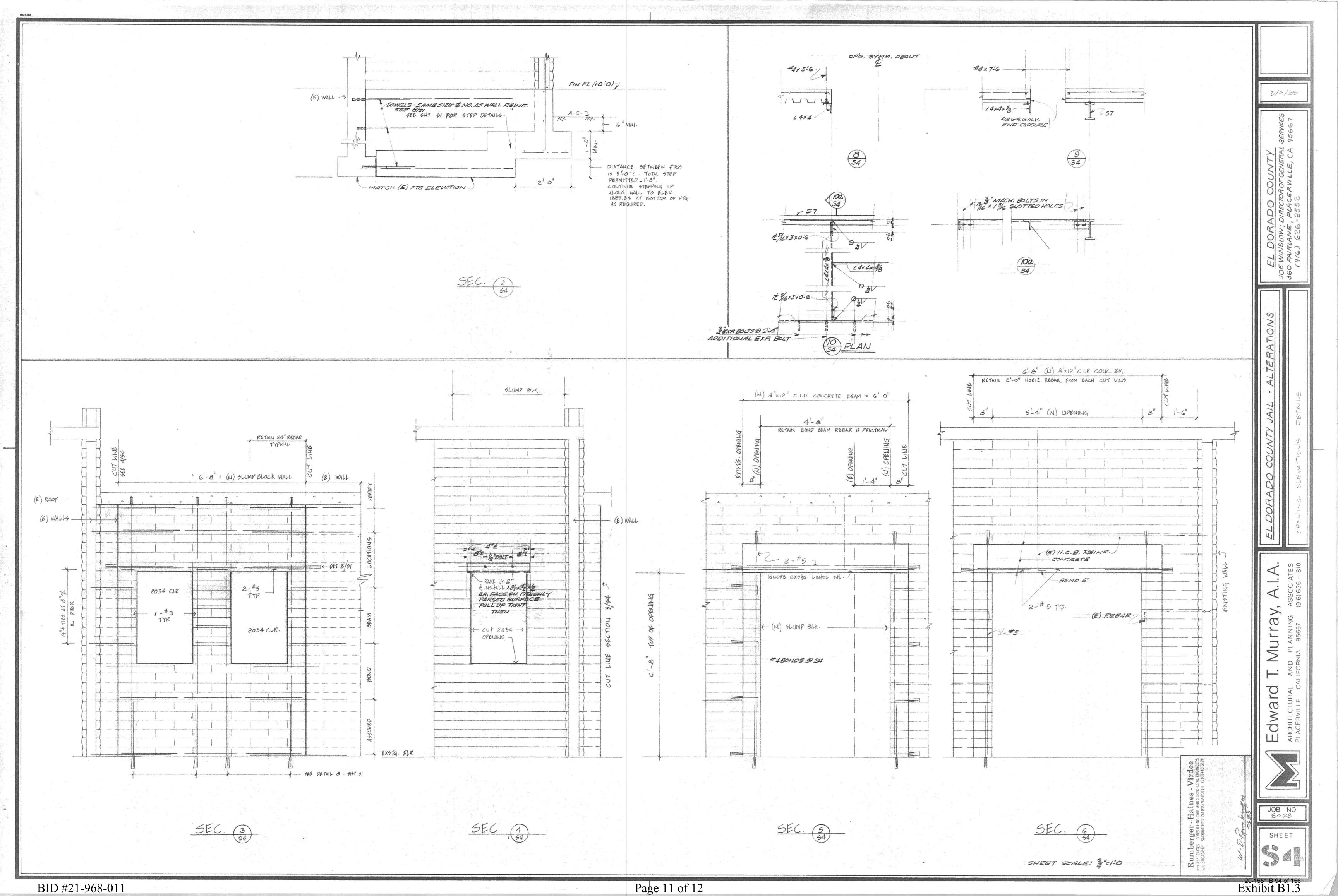
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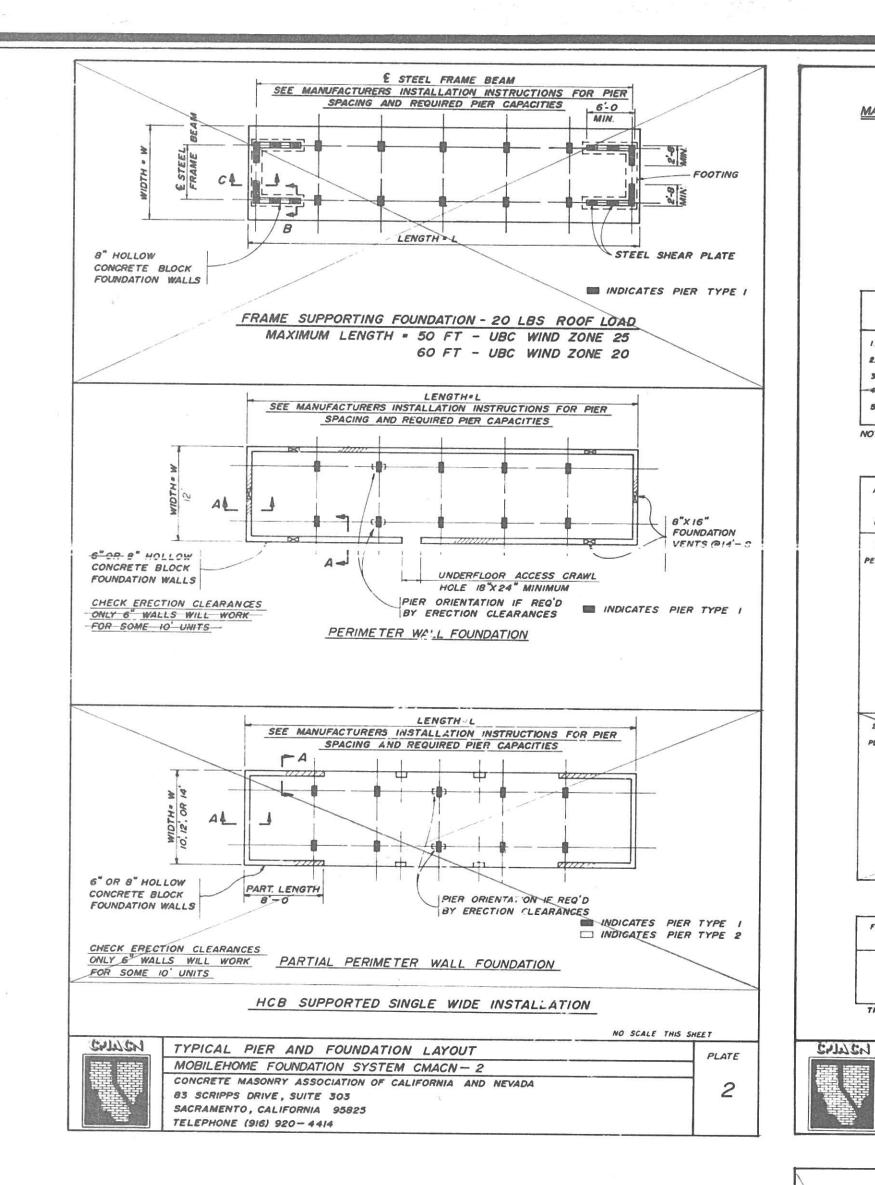


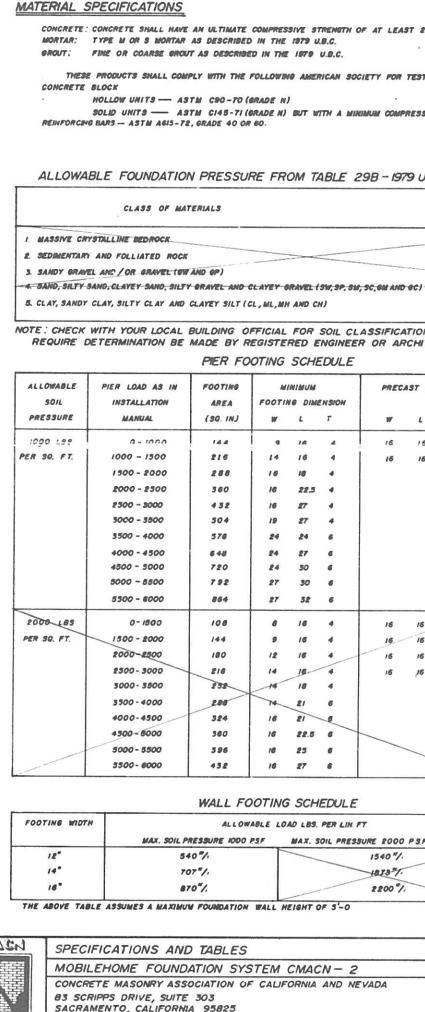
ERA	N O T E S	
SHALL COMPLY WITH THE 19 <b>79</b> CODE.	METAL DECKING METAL DECKING SECTION DESIGNATIONS SHOWN ON DRAWINGS ARE THOSE OF H.H. ROBERTSON CO. ARE SHOWN FOR CONVENIENCE, AND DO NOT PRECLUDE THE USE OF DECK BY OTHER MANUFACTURERS. SEE SPECIFICATIONS.	3/4/85
THE UNIT LIVE LOADS FOR DESIGN	2. FOR OPENINGS IN METAL DECKING AND TYPICAL FRAMING SEE TYPICAL METAL DECKING DETAILS. (THIS SHEET)	S J
	3. WHERE 34"4 WELDS ARE INDICATED, THE MINIMUM EFFECTIVE FUSION WELD AREA SHALL BE 12" IN DIAMETER.	SERVIC 95667
N SANDY CLAY SILT WITH WEATHERED FIRM UNDISTURBED BEARING. BOTTOMS MINIMUM OF 1'-6 BELOW EXISTING	(E) EXISTING FIN. FLR FINISH FLOOR FTG FQOTING O.C ON CENTER	O COUNTY
IS LOWER. NUM DEAD PLUS LIVE SOIL PRESSURE IL PRESSURE OF 2000 PSF, AND SF.	P PLATE (STEEL) PS.F POUNDS PER SQUARE FOOT T.\$ B TOP AND BOTTOM T.O TOP OF W.W.F WELDED WIRE FABRIC C CENTERLINE	ORADO LOW; DIREC LANE, PL
NGS AS SHOWN ON THE PLANS DEPTHS TO WHICH FOOTINGS MUST	As2 INDICATES SECTION "A" APPEARS ON SHEET INDICATED IN	EL DO FAIRI
VEL. CHANGES IN ELEVATION TO BE DWN ON THIS SHEET.	SS INDICATES FOOTING STEP	JOE 360 (9)
MATE COMPRESSIVE STRENGTHS	MISCELLANEOUS 1. DETAILS NOT SPECIFICALLY SHOWN CONFORM IN GENERAL WITH DETAILS OF SIMILAR CONSTRUCTION SHOWN ELSEWHERE ON PLANS.	SNO
SI @ 28 DAYS CONCRETE ADEQUATELY BRACED	2. FOR SIZE AND LOCATION OF OPENINGS, DUCTS AND PIPES SEE ARCHITECTURAL AND MECHANICAL DRAWINGS.	ATIO
ISED FOR EXPOSED VERT.	3. SEE ARCHITECTURAL DRAWINGS FOR DETAILS OF ARCHITECTURAL FINISHES, TREATMENT AND LOCATION OF NON-BEARING PARTITION.	TERI
TEEL CONFORMING TO A.S.T.M.	4. NO CONDUITS OR PIPES SHALL BE EMBEDDED IN CONCRETE SLABS, BEAMS, GIRDERS, COLUMNS, ETC. UNLESS SPECIFICALLY APPROVED BY THE ARCHITECT.	- AL
OF REINFORCING ARE TO FACE OF OR BEAMS AND TIED COLUMNS S SPECIFICALLY NOTED CONCRETE	5 THE CONTRACTOR SHALL PROVIDE SHORING, BRACING, AND GUYS DURING CONSTRUCTION AS REQUIRED TO PROTECT THE EXISTING	14.12
NITED DIRECTLY ON GROUND	STRUCTURE 6. ALL INFORMATION SHOWN ON THE DRAWINGS RELATIVE TO EXISTING	1× C
ED TO GROUND BUT IN FORMS. OLUMNS.	CONDITIONS IS GIVEN AS THE BEST PRESENT KNOWLEDGE. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND REPORT ANY CONFLICTS TO THE ARCHITEC'T SO PROPER REVISIONS CAN BE MADE.	DOUN
RCEMENT. DRMS. DOUND.		
P BARS 32 BAR DIAS. OR 1'-0 E STAGGERED. VERT. BARS SHALL . BARS MAY BE WIRED TOGETHER		DORAD
ROUGH REINFORCING STEEL (AS IN OF AGGREGATES, IN SUCH CASES ALL BE USED. THE FREE UN- NOT EXCEED & FEET.		EL L
AND OTHER MISCELLANEOUS ITEMS SECURED IN PLACE IN THE FORMS		A. TES 1810
N" HOLLOW LIGHTWEIGHT CONCRETE GNATION C-90 AND SHALL HAVE % FROM SATURATED TO OVEN		A.I., ASSOCIAT (916) 626 -
ED IN U.B.C. STD, 24-23.		
REINF. STEEL OCCURS; USE BOND TEEL OCCURS.		MULTA PLANNING NIA 95667
ULL HEIGHT OF WALL OR PARTITION SHALL BE ACCURATELY PLACED R OF THE WALL OR PARTITION.		T d T RAL A CALIF
NØ.		War
		Edw
TURAL STEEL SHALL CONFORM TO PECIFICATIONS OF THE AMERICAN	Virdee Bar thunneets Bubi aas si 28	
REQUIREMENTS OF THE UNIFORM	rger - Haines - Virdee Consulting Civil and Structure Consulting Civil and Structures Consulting Categories 5818 (010) and 5012	
N QUADRUPLICATE TO ARCHITECT	rger-Haines - consulting curi ano structi consulting caliborita 5308	JOB NO
т.м. A36	Sugaritant	8428
PRIMER.	Rumberger	SHEET
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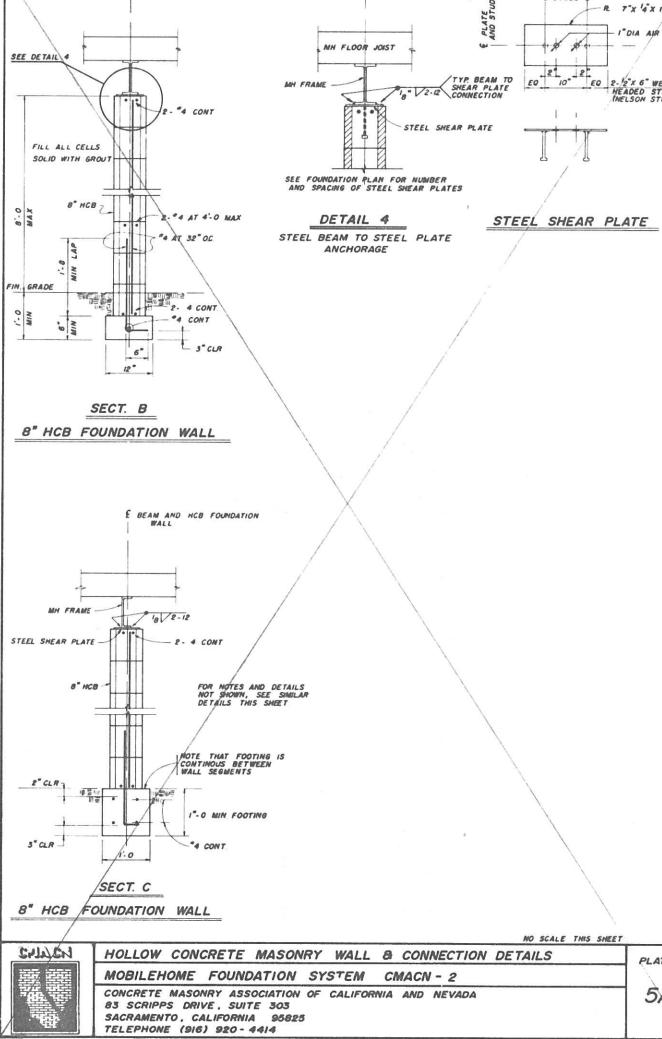
TELEPHONE (916) 920-4414

E BEAM AND HCB F

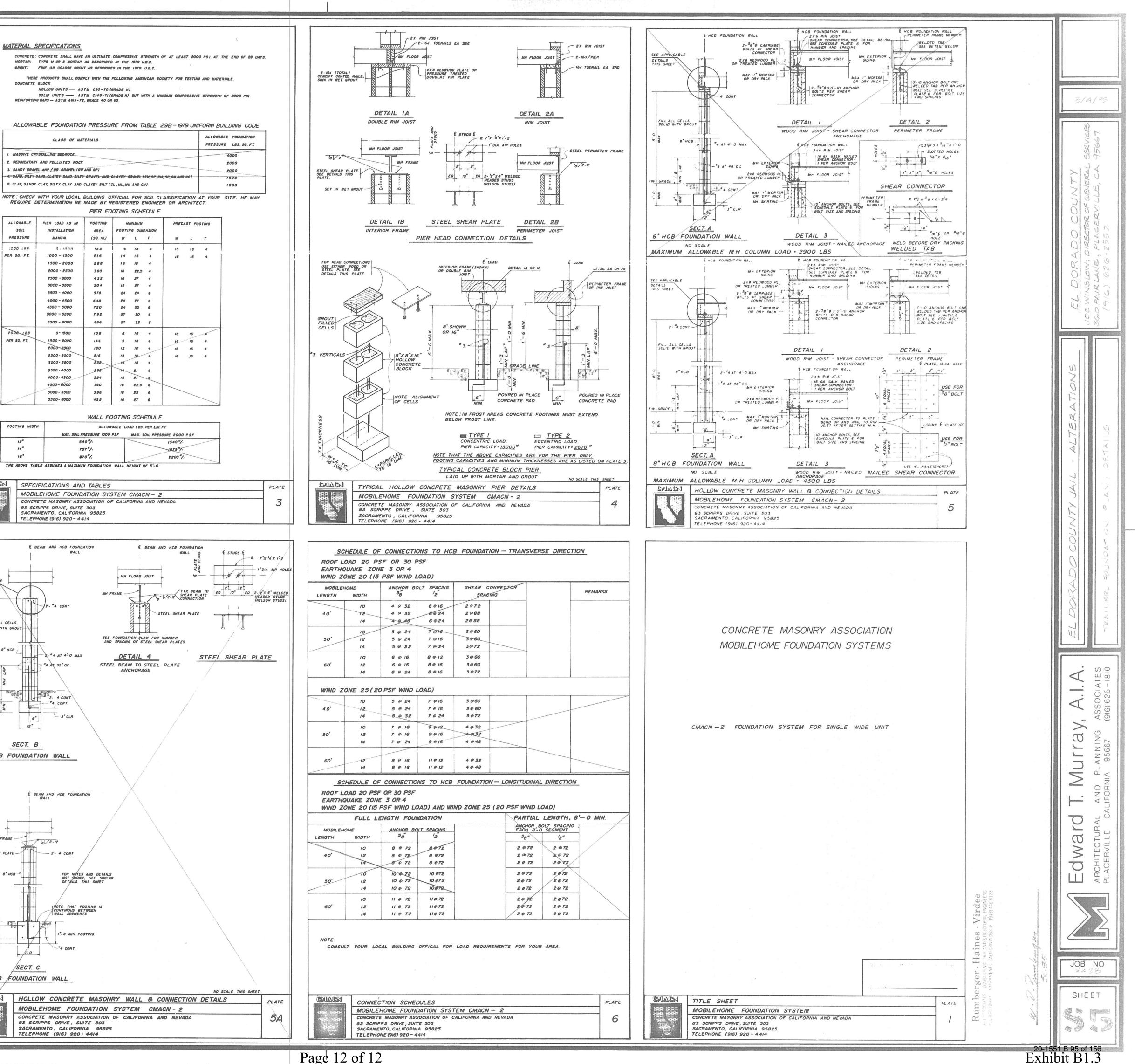
WALL

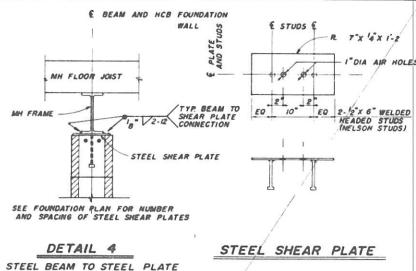
### NOTE

BEFORE USING THIS FOUNDATION SYSTEM CHECK HEIGHTS AND MANUFACTURERS END FRAME DETAILS THIS SYSTEM WILL NOT WORK WITH ALL MOBILEHOMES



BID #21-968-011





COACH	CONNECTION SCHEDULES	PLATE
	MOBILEHOME FOUNDATION SYSTEM CMACN - 2	
	CONCRETE MASONRY ASSOCIATION OF CALIFORNIA AND NEVADA 83 SCRIPPS DRIVE, SUITE 303 SACRAMENTO, CALIFORNIA 95825 TELEPHONE (916) 920 - 4414	6

# Page 12 of 12

**EXHIBIT B1.4 OFFICE REMODEL** 

**Design Team** 

# EL DORADO COUNTY SHERIFI



### **Office Remodel**

### **General Notes**

L THE CONTRACTOR SMALL VERIFY ALL DIMENSIONS AND CONDITIONS AT THE JOB SITE FRIOR TO COMMENCEMENT OF WORK.

2. ALL PHASES OF CONSTRUCTION SHALL CONFORM TO THE MINIMUM REQUIREMENTS OF THE 1997 UNIFORM BUILDING CODE AND ALL OTHER CODES, ORDINANCES AND AMENDMENTS WITH APPLICABLE JURISDICTION.

3. ALL DIMENSIONS ARE TO FACE OF STUD, UNLESS OTHERWISE NOTED. ALL WRITTEN DIMENSIONS AND NOTATIONS SHALL TARE PRECEDENCE OVER SCALE. DO NOT SCALE.

4. THE WORD "SHALL" IN THE FOLLOWING NOTES IS A MANDATORY TERM

5. ALL DIMENSIONS AND SIZE CALL OUTS ARE NOMINAL UNLESS INDICATED DIMENSIONAL. OR BY THE LETTER 'N' DIET) AFTER THE DIMENSION OR NOTATION.

A. ANY DEVIATION FROM THE CONSTRUCTION DOCUMENTS NECESSITATED BY HELD CONSTITUTES OF ANY HELD CONSTITUTES DEVELOP TO THE DISCATED IN THE CONSTRUCTION COLLEMENT SMALL BE REALENT TO THE DASADINE ATTENTION OF THE ENGINEER, WHO WILL ISSUE DIRECTIONS ON HOW TO PROCEED.

7. ALL EXIT DOORS TO BE OPERABLE FROM INSIDE WITHOUT USE OF KEY, EFFORT, OR SPECIAL KNOWLEDGE AND ARE TO BE 32" MINIMUM CLEAR

8. WHERE CONTINUOUS INSPECTION IS CALLED FOR IN THE DRAWINGS, IT SHALL BE PERFORMED BY A REGISTERED INSPECTOR, EMPLOYED BY THE OWNER AND APPROVED BY THE ENGINEER.

9. ASYM DESIGNATIONS INDICATED IN THE CONSTRUCTION DOCUMENTS SHALL BE OF THE MOST RECENT ISSUE UNLESS OTHERWISE INDICATED.

AS WHAT IS GENERALLY ACCEPTED THROUGHOUT THE TRAD EQUAL WITH PRIOR WRITTEN APPROVAL BY THE ENGINEER.

T. IT SHOULD BE UNDERSTOOD THAT THESE NOTES ARE GENERAL IN NATURE AND ARE NOT TO BE CONTENDITION TO SPECIFIC NOTES IN THE CONSTRUCTION DOLMENTS. THE NOTES POLLOWING SET THE MILE SINTHERE POLLEWING THE DALARCE OF THE CONSTRUCTION CONTENTS OF THE DALARCE OF THE CONSTRUCTION OF THE DALARCE OF THE CONSTRUCTION OF THE DALARCE OF THE CONSTRUCTION OF THE CONSTRUCTION OF THE DALARCE OF THE CONSTRUCTION OF THE CONSTRUCTION OF THE DALARCE OF POCUMENTS.

2.8. EFFER TO STRUCTURAL, MECHANICAL, PLUMDING, BLECTELCAL, AND MAUNCACTURES. SHOP PRANIMES FOR SIZE AND LOCATION OF INCLES. CUESS, SACEMPUS, ANCHOR DOTS, DEFERSIONS, AND INTERUSIONS. EFFER TO ACCUTECTURAL DRAWINGS FOR SIZE AND LOCATION OF ALL DOOR AND PUMDOD GROWING, LOCATION OF ONDERAMING ATALITIONS, CONCENTE CUESS, NOOR AND EGOF SUPER, DEAMS, LOCATION OF CONCENTE UNSETIS, GROUPS, SOCIADO, CLUES AND FUERE ANALORA.

INSERTS, ORBORES, ORBORES, ULTS AND CARRES ANDITAGES INSERTS, ORBORES, ORBORA SEE AND CARRES ANDITAGES INFORMATION CARRENTLY AVAILABLE AT THE TIBE OF PREPARATION OF THESE DRAWINGS, THE CONTRACTOR IS TO VERIFY ALL CONTROLS OF BEST STARTING WORK, SHOULD CONTINUES AND CARRES AND CONTROLS OF DRAWING INFORMATION AND LE PERFARES INFORMATION AND LE PERFARES

NI ALL BACING, TEMPORAT SUPPORTS, SHORING, ETC. IS THE BOLE ENSYMPHIALING OF THE CONTEXPORTS. ORBERTATION INDITS TO THE JOB ATTE DO NOT INCLUDE INSPECTION OF CONSTRUCTION FEDGERMES. TH CONTEXPORT IS DOLLY RESPONDENCE FOR ALL CONSTRUCTION FEDGERMES. THE CONSTRUCT AS CONTINUES AND THE WORK SITE. THESE VISITS SHALL NOT BE CONSTRUCT AS CONTINUES AND THE WORK SITE.

IS, NO PORTION OF THE WORK REQUIRING A SHOP DRAWING OR SAMPLE SUBMISSION SHALL BE COMMENCED UNTIL THE SUBMISSION HAS BEEN APPROVED BY THE ENGINEER ALL SUCH PORTIONS OF THE WORK SHALL BE IN ACCORDANCE WITH APPROVED SHOP DRAWINGS AND SAMPLES.

ALL MATERIAL STORED ON THE SITE SHALL BE PROPERLY STACKED AND DESCRED TO PREVENT DAMAGE AND DETERIORATION UNTIL USE. FAILURE 16. ALL MATERIAL STORED DAMAGE AND DETERIORATION UNTIL USE. TO PROTECT MATERIALS MAY BE GAUSE FOR REJECTION OF WORK.

THE OTHER HEAT PLANS SHALL BE SUBJECTED FOR EVIEN AND APPROVAL BY THE FIRE DEPARTMENT. - CL. TO SHALF GAS 3000 THE SER THE STREAM OF THE FIRE DEPARTMENT OF THE STREAM B. BUILDING SHALL HAVE ADDRESS NUMBERS VISIBLE FROM THE FROM TO THE BUILDING. MININGH REGIST OF MUMBERS AND THE FROM THE FROM TO T. FIRE SPRINKLER PLANS SHALL DE SUBMITTED FOR REVIEW AND IN ELEORA

19. A KNOX LOCK DOX SHALL DE PROVIDED IN THE AREA OF THE ENTRANCE IN ACCORDANCE WITH FIRE DEPARTMENT STANDARDS.

BID #21-968-011

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These is a subscript of the				

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# (E) (N) (R)

A.B. A.C. ADJ. AGGR. ALUM. APPROL. ARCHL. ASPH.

BD. BLPG. BLKG. BM. B.N. BOT.

CALC'S. C.B. C.C. C.I. CLG. CLG. CONC. CONC. CONT. CONT. CONT. CONT.

DBL. DET. D.F.

DIA. DIM. DNL

**Symbols** 

PETAIL SYMBOL

REVISION BLOCK

DATUM POINT

ROOM SYMBOL

DOOR SYMBOL

WINDOW SYMBOL

FOOTING SYMBOL TILT-UP PANEL

KEY NOTES

WALL TYPES

SECTION SYMBOL SHEET NUMBER

4

INTERIOR ELEVATION

5

2

DETAIL IDENTIFICATION

CLOUD AROUND

REVISED AREA

101 --- ROOM NUMBER - ROOM NAME

- DOOR NUMBER

2- FOOTING NUMBER

ANEL NUMBER (1)- KEY NOTE NUMBER

- WINDOW NUMBER

WALL TYPE

. ...

				LD.	INSIDE DIAMETER
	AND		DEEP	INSUL.	INSULATION
	ANGLE	DR.	POOR	IN.	INCH
	AT	05.	DOWNSPOUT	INT.	INTERIOR
	CENTERLINE	DWG.	PRAWING		
	STEEL LINE			JST.	JOIST
	PLAMETER	EA.	EACH	JNT.	JOINT
	POUND	E.B.	EXPANSION BOLT		
	EXISTING	E.G.	EXISTING GRAPE	K.P	KILN-DELED
	NEW	Eal	EXPANSION JOINT		Real Print
	REMOVED	ELEC1.	ELECTRICAL	17.	LIGHT
		ELEY.	ELEVATION	LVR	LOUVER
	ANCHOR BOLT	E.N.	EDGE NAIL	LTR	LODVER
	ASPHALTIC CONCRETE	ENGR	ENGINEER	MAX	MAXIMUM
	AIR CONDITIONING	EQ.	EQUAL	MECH1.	MECHANICAL
	AD.IUSTABLE	EQUIP.	EQUIPMENT	MECHL.	MANUFACTURER
	AGGREGATE	EQUIP.	EACH WAY		MINIMUM
				MIN.	
	ALUMENUM	EXH.	EXHAUST	MISC.	MISCELLANEOUS
٢.	APPROXIMATE	EXP.	EXPOSURE	MP.H.	MILES PER HOUR
	ARCHITECTURAL	EXT.	EXTERIOR	HTL.	METAL
	ASPHALT			N/A	NOT APPLICABLE
		F.D.	FLOOR DRAIN	NIC	NOT IN CONTRACT
	BOARD	F.G.	FINISH GRADE	NT.S.	NOT TO SCALE
	BUILDING	F.F.	FINISH FLOOR	NO.	NUMBER
	BLOCKING	FIN.	FINISH	NO.	HUMUER
	BEAM	FLR.	FLOOR	085.	OBSCURE
	BOUNDARY NAIL	F.N.	FIELD NAIL	00.	ON CENTER
	BOTTOM	FND.	FOUNDATION	0.0.	OUTSIDE DIAMETER
	CALCULATIONS	F.O.C.	FACE OF CONCRETE	OPNG.	OPENING
٩.	CALCULATIONS	F.O.F.	FACE OF FOUNDATION		PANEL JOINT
	CENTER TO CENTER	F.O.S.	FACE OF STUP	P.J.	PANEL JUINT
	CENTER TO CENTER	F.O.W.	FACE OF WALL	PL.	PLATE
		FR.	FRENCH	PLWD.	
	CONSTRUCTION JOINT	FT.	FOOT	P.S.F.	POUNDS PER SQUARE
	CEILING	FTG.	FOOTING	P.5.1	POUNDS PER SQUARE
	CLEAR	F.E.	FIRE EXTINGUISHER	P.T.	PRESSURE TREATED
	COLUMN				
	CONCRETE	GA.	GAUGE	8	RADIUS
	CONNECTION	GALY.	GALVANIZED	RA.	RETURN AIR
	CONTINUOUS	G.L	GALVANIZED IRON	E.P.	ROOF PRAIN
	CONTRACTOR	GLD.	GLU LAMINATED BEAM	REFR.	REFRIGERATOR
	COUNTERSINK	GR	GRADE	REINF.	REINFORCEMENT
			GYPSUM BOARD	REG.	REGISTER
	DOUBLE	GTF. 00.		REGT.	REQUIRED
	DETAIL	H.D.	HOSE BIBD	EFG.	ROOFING
	DOUGLAS FIR	HDR.	HEADER	EM	ECOM
	PLAMETER	HOT.	HEIGHT	RND.	ROUND
	DIMENSION	HORIZ.	HORIZONTAL	R.O.	ROUGH OPENING
	DOWN	H.S.	HORIZONTAL SLIDING	RDWD.	REDWOOD
				KUWU.	REPHOOD

	LP.	INSIDE DIAMETER	5.C.	SOLID CORE	OWNER:
	INSUL.	INSULATION	SCHED.	SCHEPULE	
	114.	INCH	SEC.	SHEET	COUNT
	INT.	INTERIOR	SHT.	SHELL	3000 F
			SIMP.	SIMPSON COMPANY	PLACER
	JST.	JOIST	S.P.	STRUCTURAL PLYWOOD	CONTAC
	JNT.	JOINT	SPEC.	SPECIFICATION	
			59.	SQUARE	ARCHITE
	K.D	KILN-DRIED	STA.	STATION	CARL
			STD.	STANDARD	5952
	LT.	LIGHT	STL	STEEL	SHING
	LVR	LOUVER	SYM	SYMBOL	CONT
			SYML.	SYMMETRICAL	
	MAX	MAXIMUM	STOR	STORAGE	
	MECH'L.	MECHANICAL		STRUCTURAL	STRUCT
	MFR	MANUFACTURER	5.5.	STAINLESS STEEL	CARL
	MIN.	MINIMUM	5.5. 5.W.	SHEAR WALL	5952
	MISC.	MISCELLANEOUS	J.M.		SHIN
	MP.H.	MILES PER HOUR	TEL	TELEPHONE	CONT
	MTL.	METAL	T.C.	TOP OF CURB	
	N/A	NOT APPLICABLE	THK.	THICK	
	NIC.	NOT IN CONTRACT	T.1.	TENANT IMPROVEMENT	
	N.T.S.	NOT TO SCALE	TAG	TONGUE & GROOVE	- C
	NO.	NUMBER	T.J.	TRUSS JOIST	1
	140.	The second se	T.O.C.	TOP OF CONCRETE	
	085.	COSCURE		TOP OF FOOTING	1
	0.0.	ON CENTER		TOP OF GRADE	
	O.P.	OUTSIDE DIAMETER	T.O.L.	TOP OF LEDGER	
	OPNG.	OPENING	T.O.P.		
	Pal	PANEL JOINT	T.0.5.		1
	PL	PLATE	TOT.	TOTAL	
	PLWD.	FLYWOOD	T.O.W.		
	P.S.F.	POUNDS PER SQUARE FOOT	T.S.	TUBE STEEL	
	2.51	POUNDS PER SQUARE INCH	T.Y.	TELEVISION	
	P.T.	PRESSURE TREATED	TYP.	TYPICAL	
	8	RADIUS	U.B.C.	UNIFORM BUILDING CODE	
	RA.	RETURN AIR	U.N.O.	UNLESS NOTED OTHERWISE	
	E.D.	ROOF PEAIN			
M	REFE	REFEIGERATOR	VERT.	VERTICAL	
1.94	REINF.	REINFORCEMENT			1
	REG.	REGISTER	W/	WITH	
	REQ'D.	REQUIRED	WD.	WOOD	
	RFG.	ROOFING	WID	WITHOUT	1
	RM.	ROOM	WP.	WATERPROOFING	
	RND.	EDUND	W/5	WEATHERSTRIPPING	
	R.O.	ROUGH OPENING	WT.	WEIGHT	
3	EDWD.	REDWOOD	W.W.F.		1
	NOWD.	ALPHOOP	W.W.M	WELDED WIRE MESH	1
					-

**Code Analysis** 

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(E) TYPE-V

SINGLE STORY

6580 / 50 = 130

16300 S.F.

6568 S.F.

1998 CALIFORNIA BUILDING CODE.

ANICAL, FIRE, & ENERGY CODES

CODE:

OCCUPANCY GROUP:

CONSTRUCTION TYPE:

HEIGHT No. OF STORIES: ACTUAL BUILDING AREA:

OCCUPANT LOAD

AREA OF T.L.

CONTRS: COUNTY OF EL DORADO - GENERAL SEI 3000 FAIRLANE COURT PLACERVILLE, CA 350607 CONTACT: TIMOTHY VASORLEY PHONE3500) ARCHITECTURAL DESIGNE CARLTON ENGINEERING, INC. 3000 FONDEROGA ROAD, SUITE 200 SHINGUE SFRING, CA. 96602	ALEATHTELIANAL A1 CONSTRUCTION PHASE A2 FLOOR PLAN & DEMOLI A5 REFLECTED CEILING A4 INTERIOR ELEVATIONS A5 PETAILS	"LAN, & DEMOLITION CEILING PLAN 8, & PARTIAL PLANS	Revisions w assortion	ববরবব
CONTACT. JERRY ONEETS FIONE 530-577 <u>ATTRUTURAL DESIGN</u> CARLTON HOSHBERING, INC. <u>3603</u> FOODEROSA ROAD, SUIT 300 <u>3603</u> FOODEROSA ROAD, SUIT 300 <u>20017ACT: SCOTT ZANGRANDO</u> FIONE 530	STRUCTURAL BI ROOF FRAMING PLAN,	ASPEZYLATING NEW LOHTING NEW POWER	EL DORADO COUNTY SHERIFF	OVER SHEET
	DEFEREED SUBMITTALS 1 MECHANICAL PLANS 2 PLUMDING PLANS 3 LOCKERS SIGN	NOTE: Substitut, occurrents no doversee o gumental, items or record not mark to the Architect or normal the Bullow of the Architect or normality of the Architect the Bullow of the Architect or Mortal Architect Reviewed Aro Arriver Precision to Mortal Architect Price Mark Arriver Mapp	EL DORAI	CO
ED TIDO DA ED TIDO DA E WIND DESI EKTOSHE INSULATIC WALLS CELING SNOW LOA DASE ELEAT. PROJECTION IN	0.5 De MPAL P I R-10 R-20 PESIGN PLACERVILLE, CA 29 F.37. I FACTOR ALLOWED 15	PRACECULE DRIVE PROJECT SITE CONTRACT SITE CONTRACT CONTRACT CONTRACT SITE CONTRACT CO	Project Location:	County of Soon Fairle
		SACRAMENTO	GJ 2001-02 PHET	

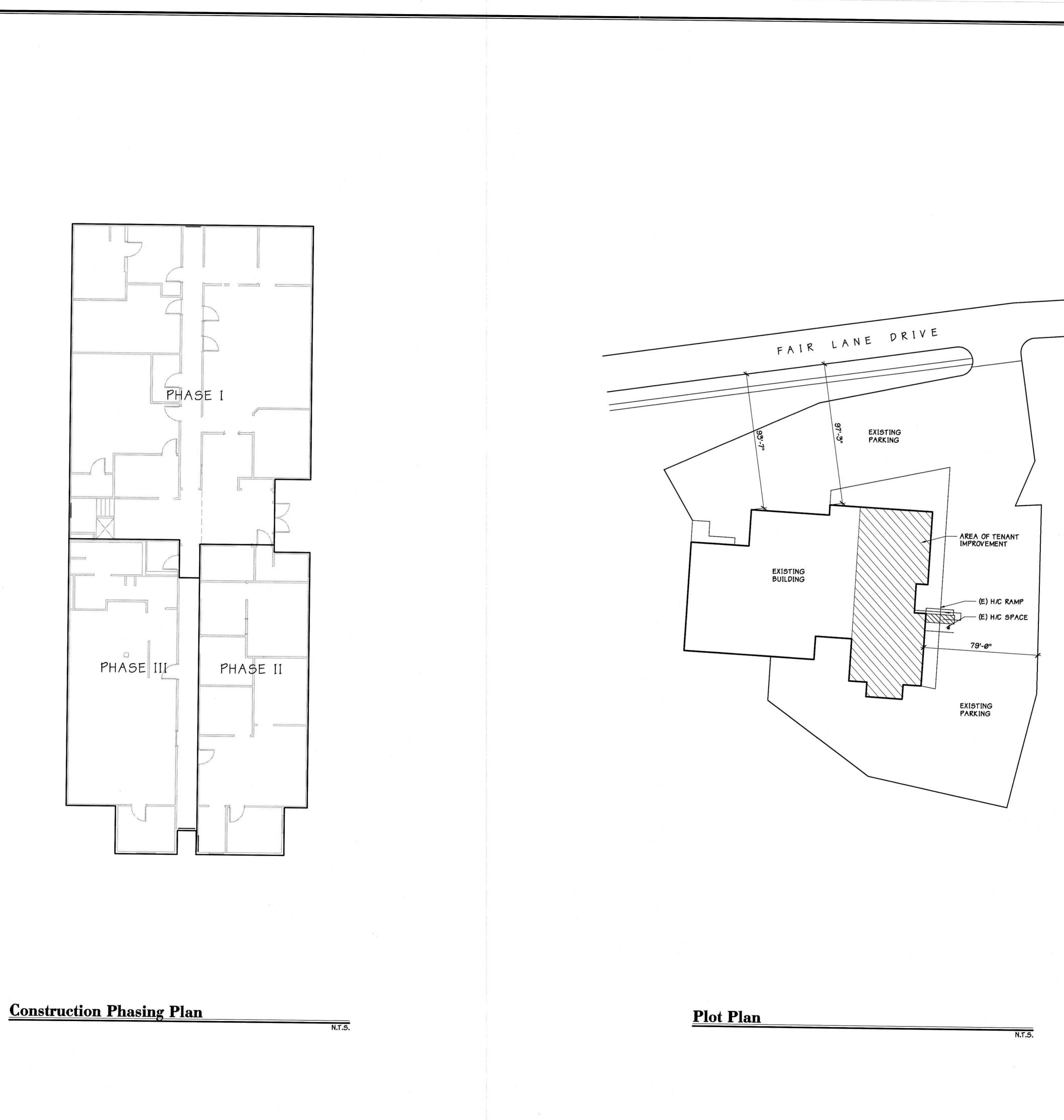
**Sheet Index** 

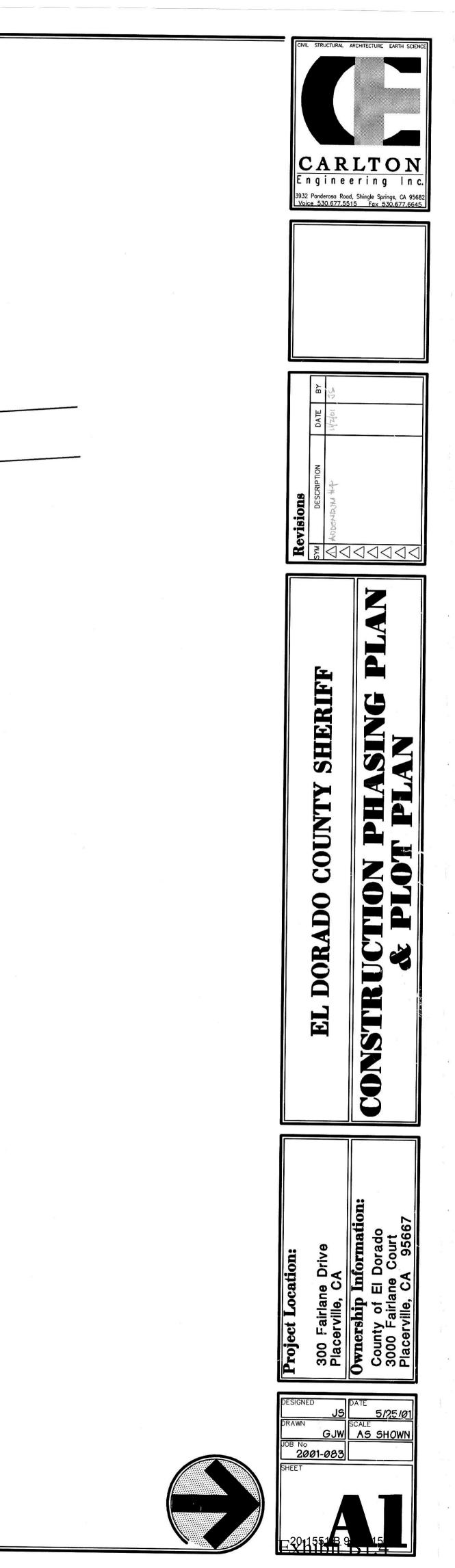
COVER SHEET

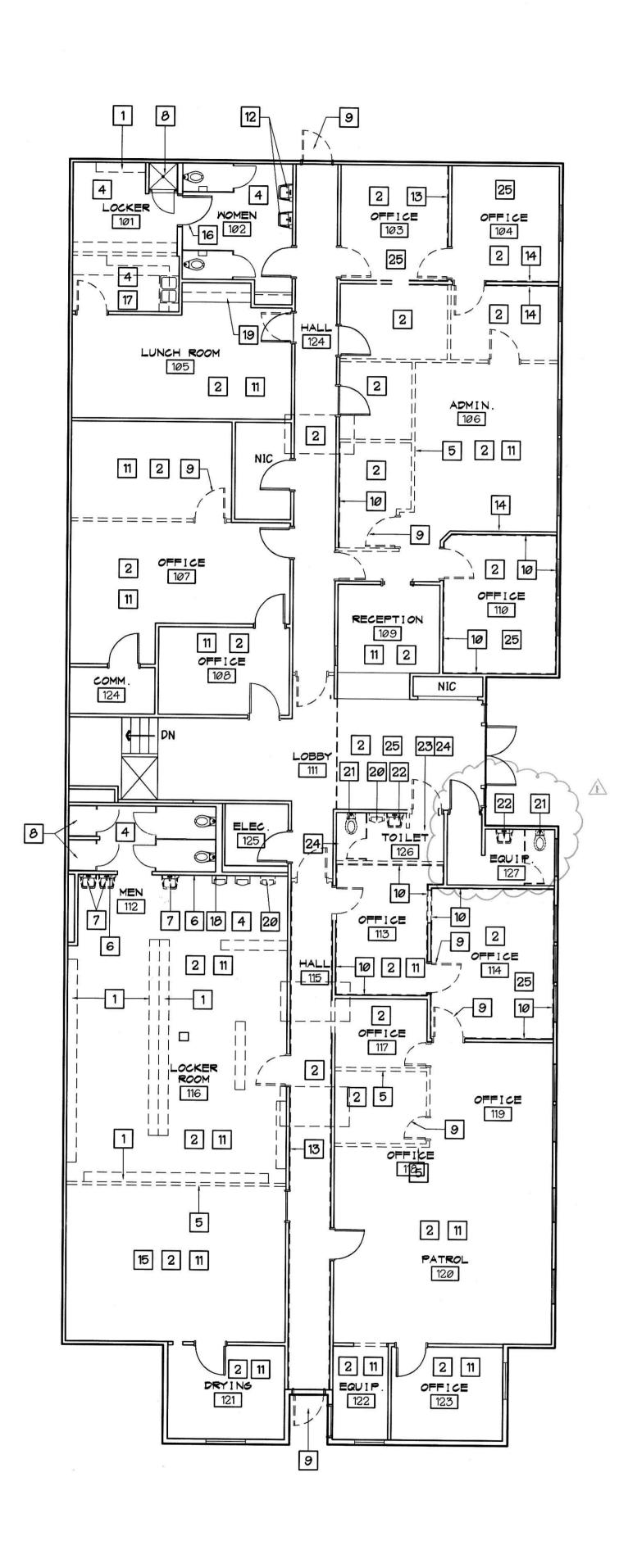
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Exhibit B1.4









# **Demolition Floor Plan**

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\2001-083\DwgSef\083
Office 11
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BID #21-968-011

## **Floor Plan Demo Keynotes**

1 REMOVE (E) LOCKERS AND STORE / DISPOSE PER OWNERS DIRECTION. 2 REMOVE (E) CARPET.

4 REMOVE (E) VINYL FLOOR AND COVED BASE.

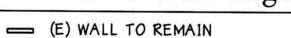
- 5 ABANDON (E) ELECTRICAL AND TERMINATE AT ATTIC / CEILING.
- 6 REMOVE (E) TILE WAINSCOT AND SETTING BED / ADHESIVE.
- 7 REMOVE (E) LAVATORY AND CAP ALL PLUMBING PIPES.
- B REMOVE (E) PREFAB SHOWERS AND SOFFITED CLG. ABOVE.
- 9 REMOVE (E) DOOR AND FRAME SHOWN DASHED TYP.
- 10 REMOVE (E) WALL PANELING -9'-6" TALL.
- 11 REMOVE (E) RUBBER BASE.
- 12 REMOVE (E) LAVATORY(S).
- 13 REMOVE (E) WOOD PANELING WAINSCOT 42" TALL.
- 14 REMOVE (E) CORK BOARD @ WALLS.
- 15 REMOVE (E) TRIM @ 8'-0" A.F.F.
- 16 REMOVE (E) DBL. SWING GATE.
- 17 REMOVE (E) BASE CABINET, UPPER CABINET, & SINK PLUG (E) ABANDONED PLUMBING. ABANDON ELECTRICAL AT WALL BEING REMOVED.
- 18 END DEMOLITION SEE ENLARGED FLOOR PLAN
- 19 REMOVE (E) CABINETS AND SINK
- 20 REMOVE (E) URINAL
- 21 REMOVE (E) WATER CLOSET
- 22 REMOVE (E) LAVATORY
- 23 REMOVE (E) TILE FLOOR, WAINSCOTT
- 24 REMOVE (E) GYP. BD. AT WALLS AND CEILING 25 (E) BASE TO REMAIN.

### **General Notes**

1. ALL WALL AND FLOOR SURFACES SHALL BE CLEANED AND PREPARED TO RECEIVE NEW FINISHES SPECIFIED.

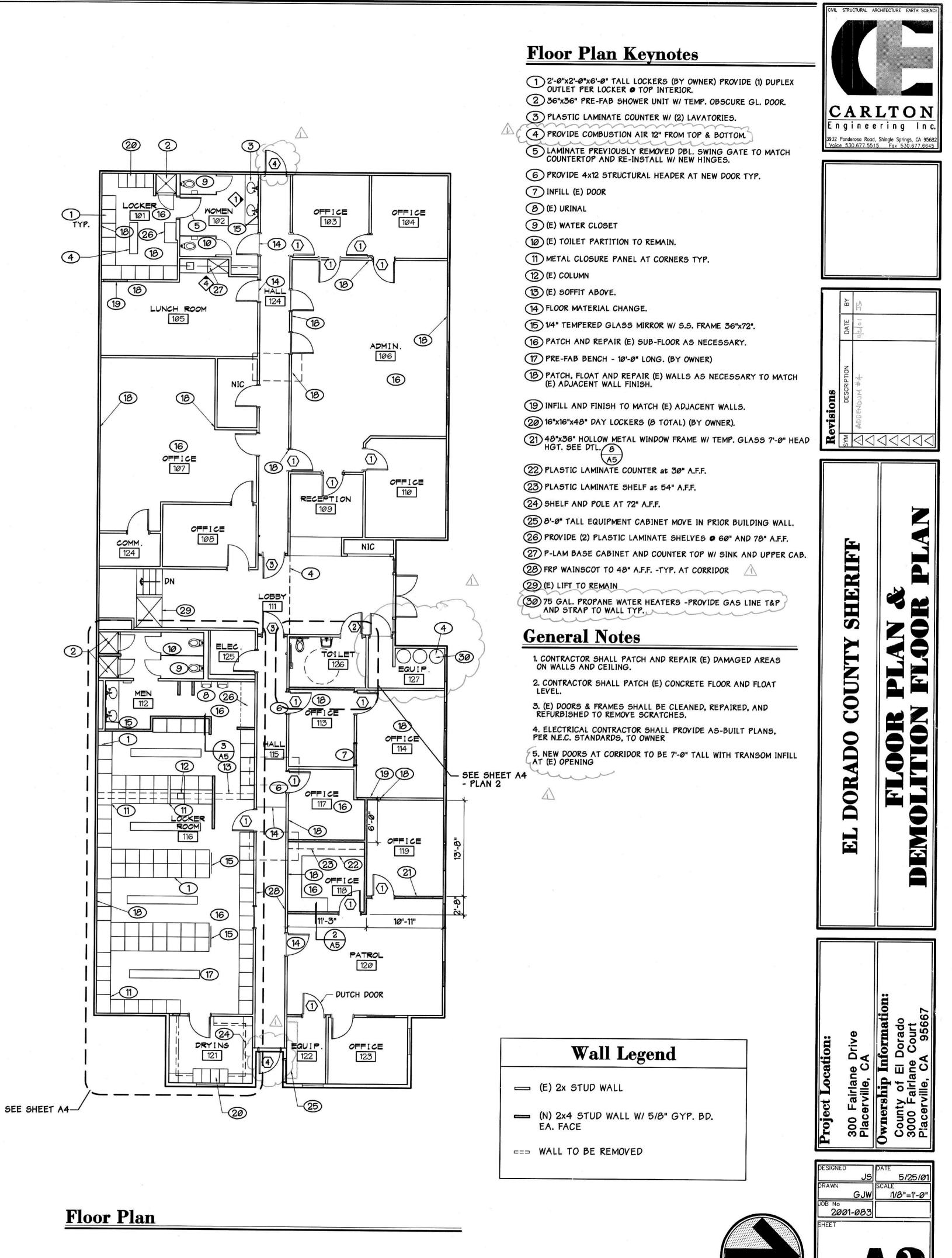
2. ALL (E) DOORS AND FRAMES, TO REMAIN, SHALL BE CLEANED. 3. ALL (E) WOOD BASE TO REMAIN - (E) RUBBER BASE TO BE REMOVED U.N.O.



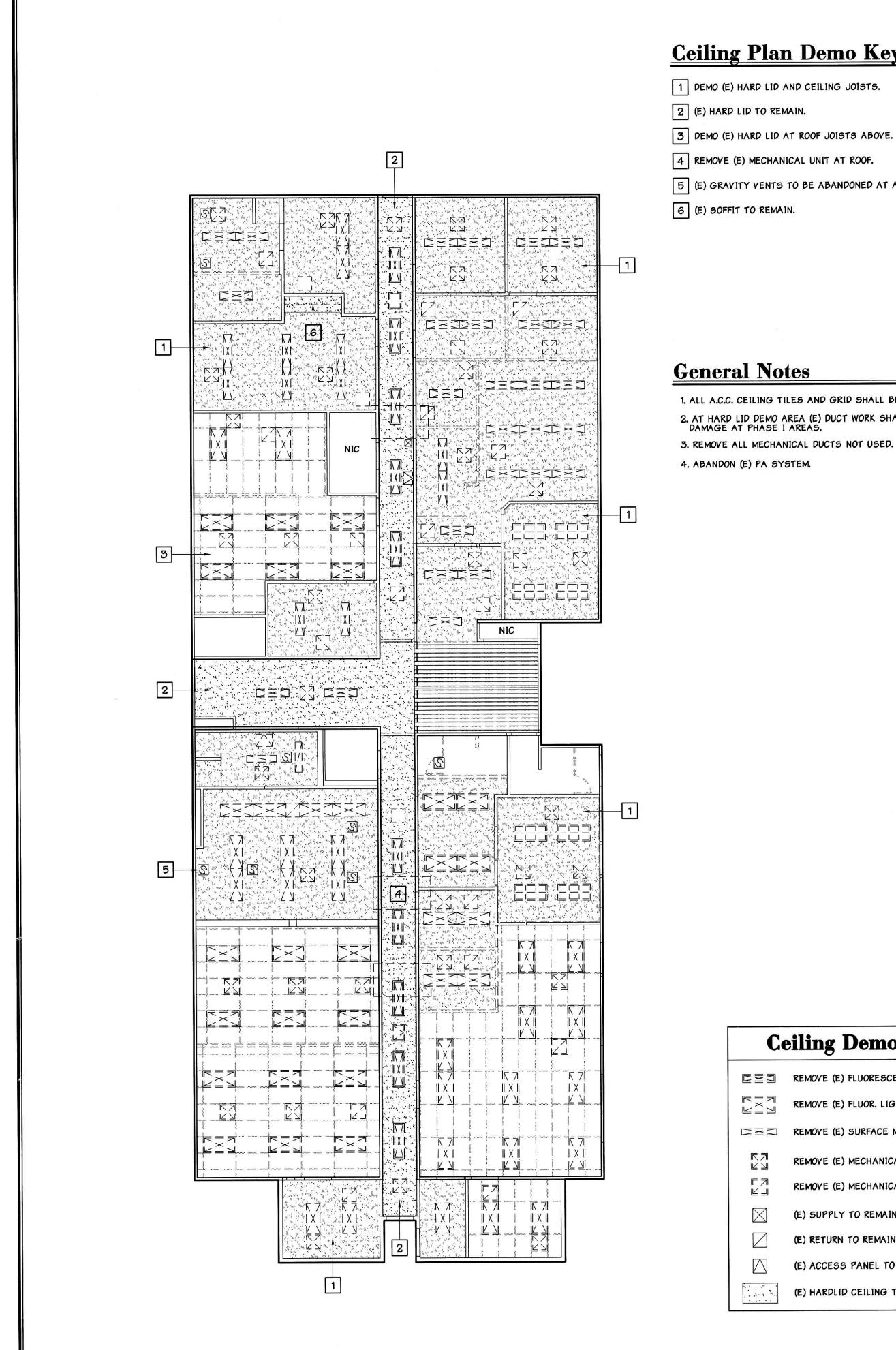


=== WALL TO BE REMOVED

DOOR TO BE REMOVED



EXNIDIT BT.



## **Demolition Reflected Ceiling Plan**

### **<u>Ceiling Plan Demo Keynotes</u>**

5 (E) GRAVITY VENTS TO BE ABANDONED AT ATTIC AREA.

1. ALL A.C.C. CEILING TILES AND GRID SHALL BE REMOVED. 2. AT HARD LID DEMO AREA (E) DUCT WORK SHALL BE PROTECTED FROM DAMAGE AT PHASE I AREAS.

# **Ceiling Demo Legend**

E = REMOVE (E) FLUORESCENT LIGHT FIXTURE

REMOVE (E) FLUOR. LIGHT TROFFER

REMOVE (E) SURFACE MOUNT LIGHT FIXTURE

REMOVE (E) MECHANICAL SUPPLY

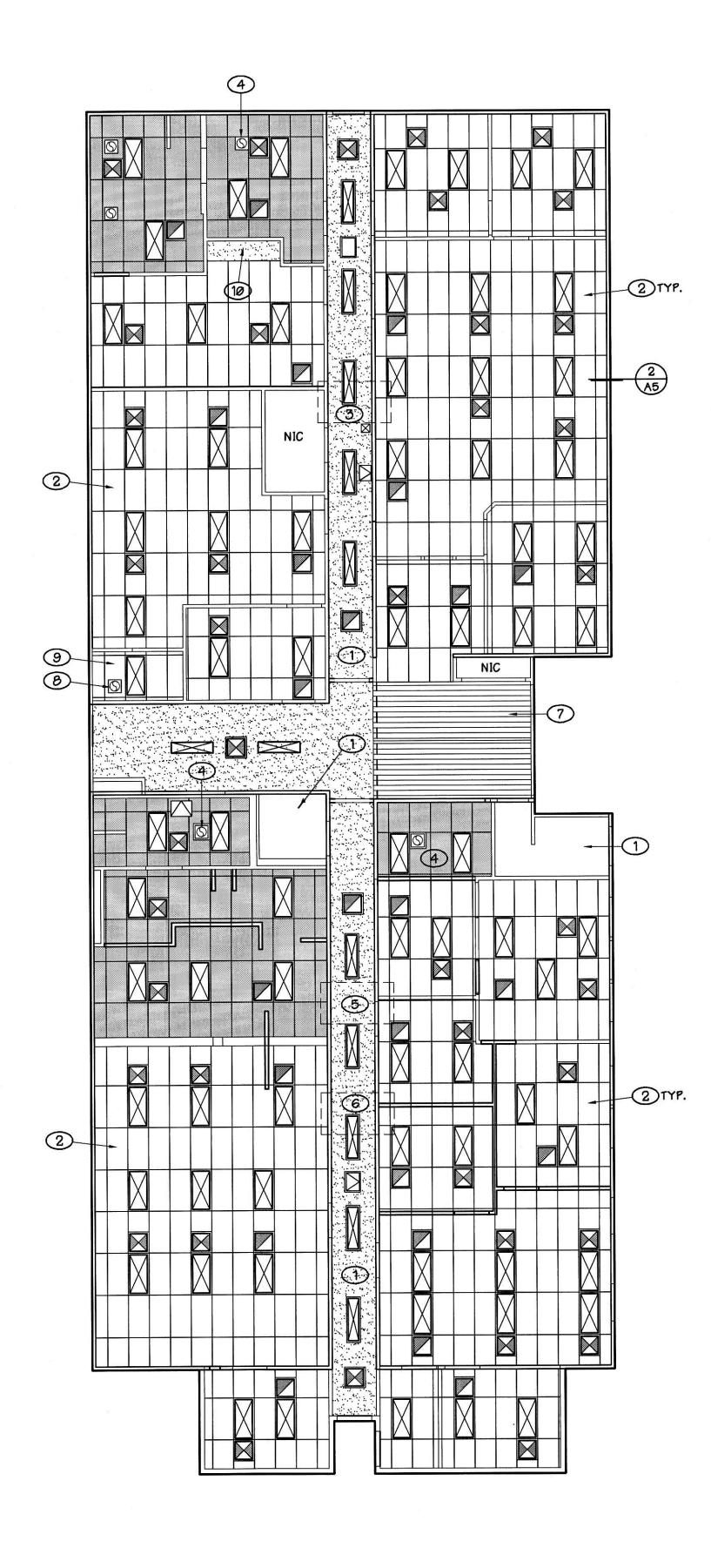
REMOVE (E) MECHANICAL RETURN

(E) SUPPLY TO REMAIN

(E) RETURN TO REMAIN

(E) ACCESS PANEL TO REMAIN

(E) HARDLID CEILING TO REMAIN



# **Reflected Ceiling Plan**

# **<u>Ceiling Plan Keynotes</u>**

- (1) (E) 5/8" GYP. BD. CEILING TO REMAIN
- 2 INSTALL NEW T-BAR GRID, LIGHTS, AND MECHANICAL REGISTERS
- (3) (E) PACKAGE AC UNIT ON ROOF ABOVE TO REMAIN
- (4) REPLACE (E) EXHAUST FAN
- (5) (E) MECHANICAL UNIT TO BE REPLACED
- 6 NEW MECHANICAL UNIT LOCATION
- (7) (E) SLOPED CEILING TO REMAIN
- (B) EXHAUST FAN W/ THERMOSTAT TO ATTIC
- 9 PROTECT (E) EQUIPMENT IN PLACE
- (E) 50FFIT

## **General Notes**

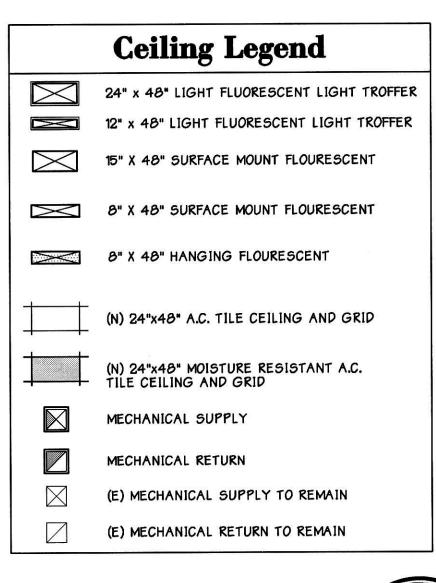
1. INSULATION AT CEILING SHALL BE R-30 CONTINUOUS.

2. (E) MECH. DUCTS SHALL BE PROTECTED IN PLACE AT PHASE I AREA. 3. ALL (E) HOLES, DAMAGE, ETC. SHALL BE REPAIRED - MATCH ADJACENT SURFACE FINISH.

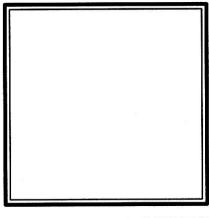
- 4. SEE DETAIL  $\begin{pmatrix} 1 \\ A5 \end{pmatrix}$  FOR ADD'L. CEILING REQUIREMENTS.
- 5. ALL CEILING HEIGHTS TO MATCH PREVIOUS CEILING HEIGHTS 9'-6" MIN.
- 6. CONTRACTOR TO VERIFY PROPER ATTIC VENTILATION PER 1998 UBC AND INSTALL ANY ADDITIONAL VENTING REQUIRED.
- 7. PHASE II & III MECHANICAL SYSTEM TO BE REDESIGNED AND INSTALLED BY CONTRACTOR. PROVIDE TITLE-24 ENERGY ANALYSIS FOR ENTIRE BUILDING.
- 8. ALL LIGHTING FIXTURES SHALL BE REPLACED W/ ELECTRONIC TYPE HIGH EFFICIENCY BALLAST TYPICAL.

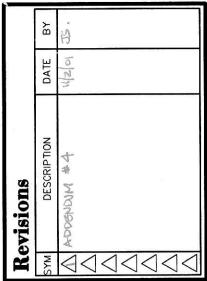
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9. CONTRACTOR TO DISPOSE OF PCB TYPE BALLAST IN APPROVED CONTAINER AND DISPOSE OF PROPERLY.









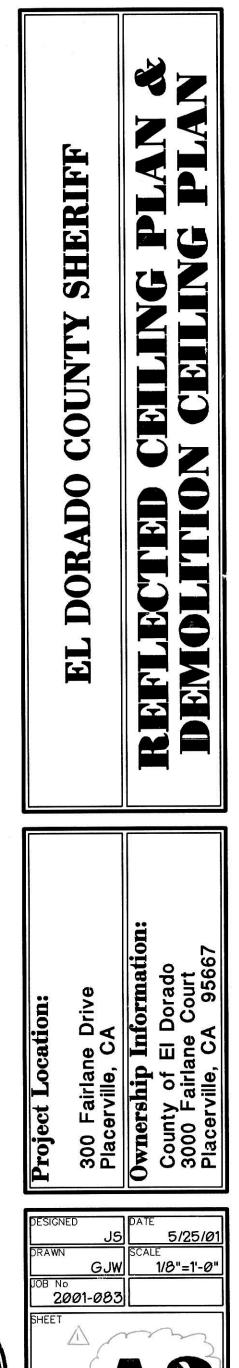
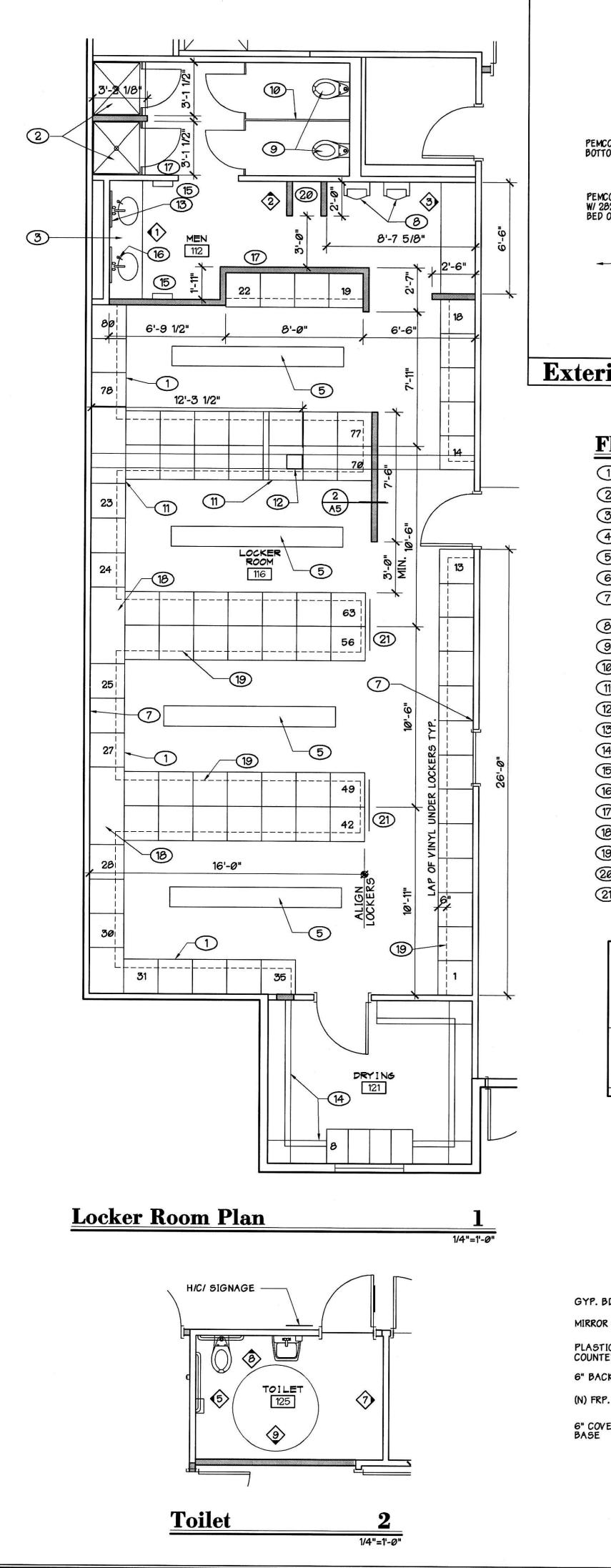
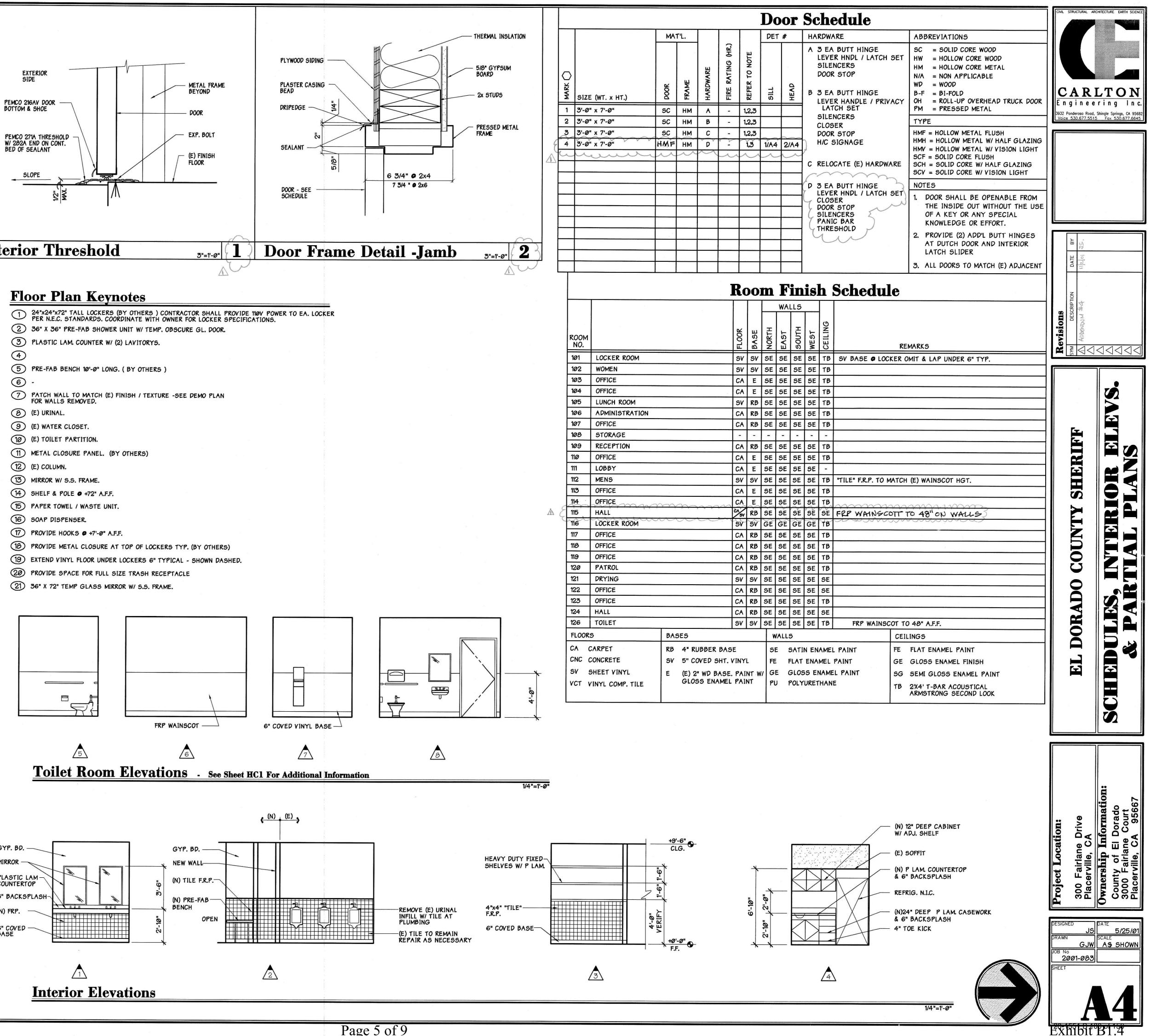
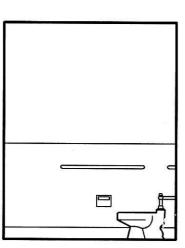


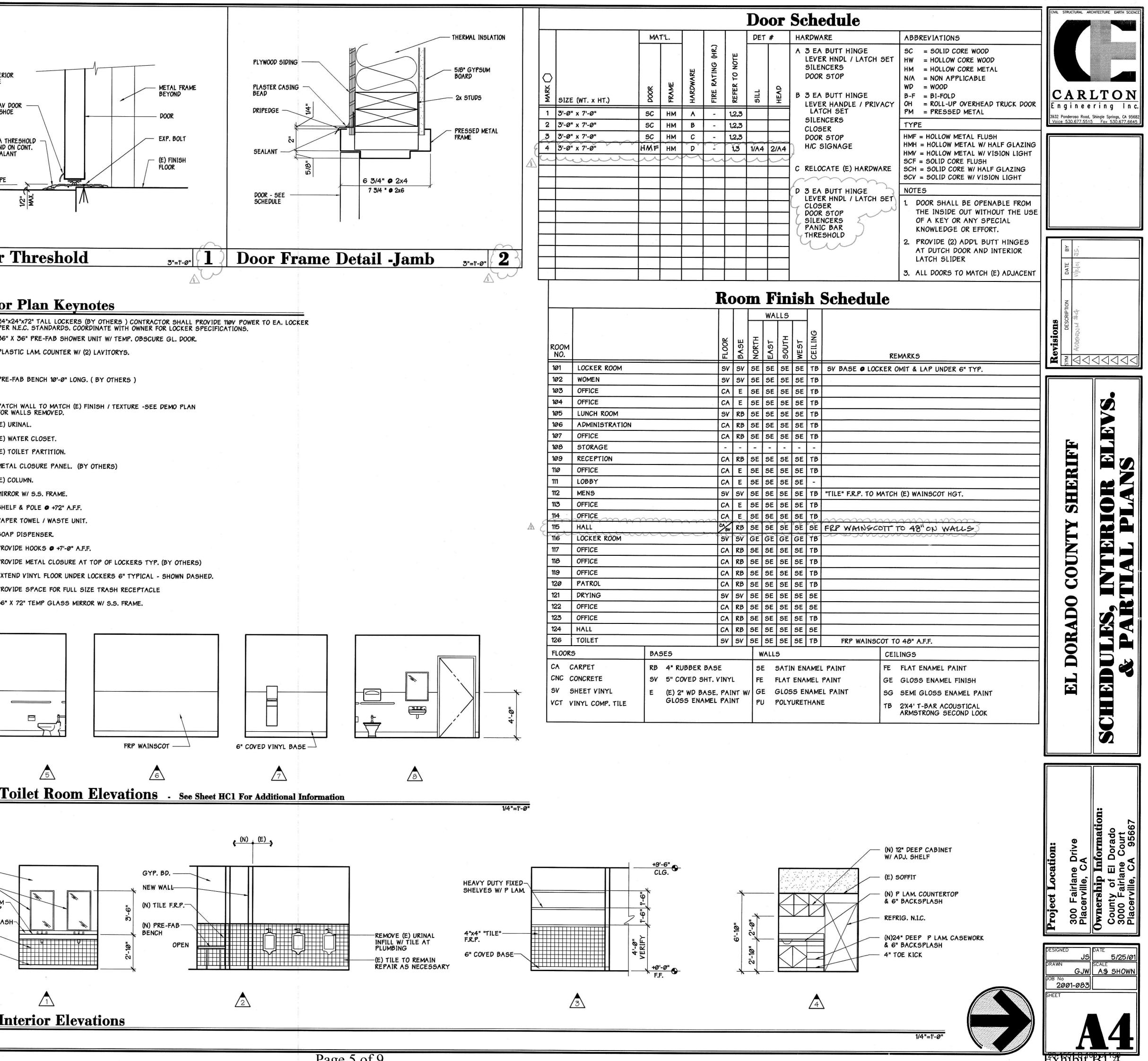
Exhibit 981.4

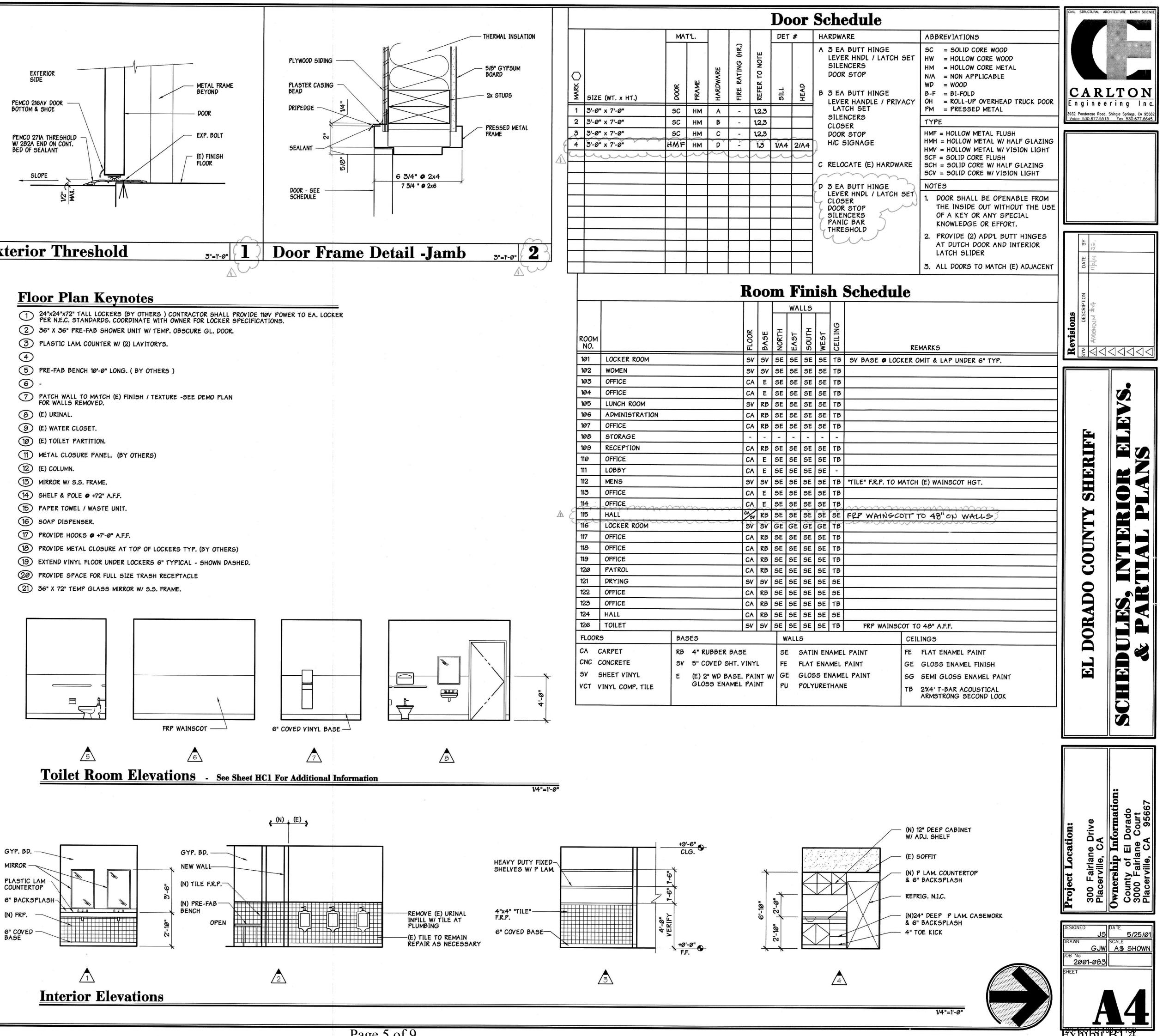




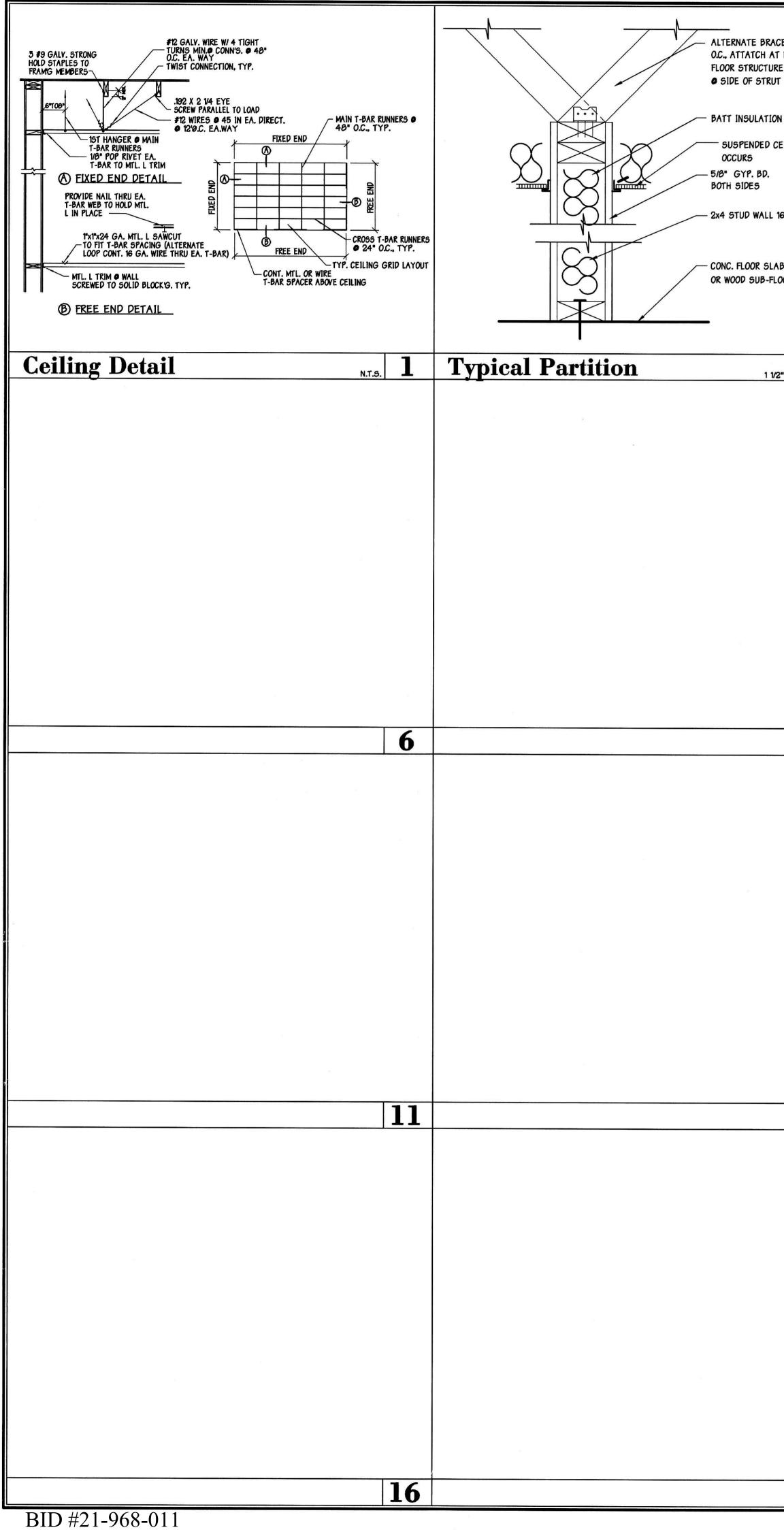
# **Exterior Threshold**



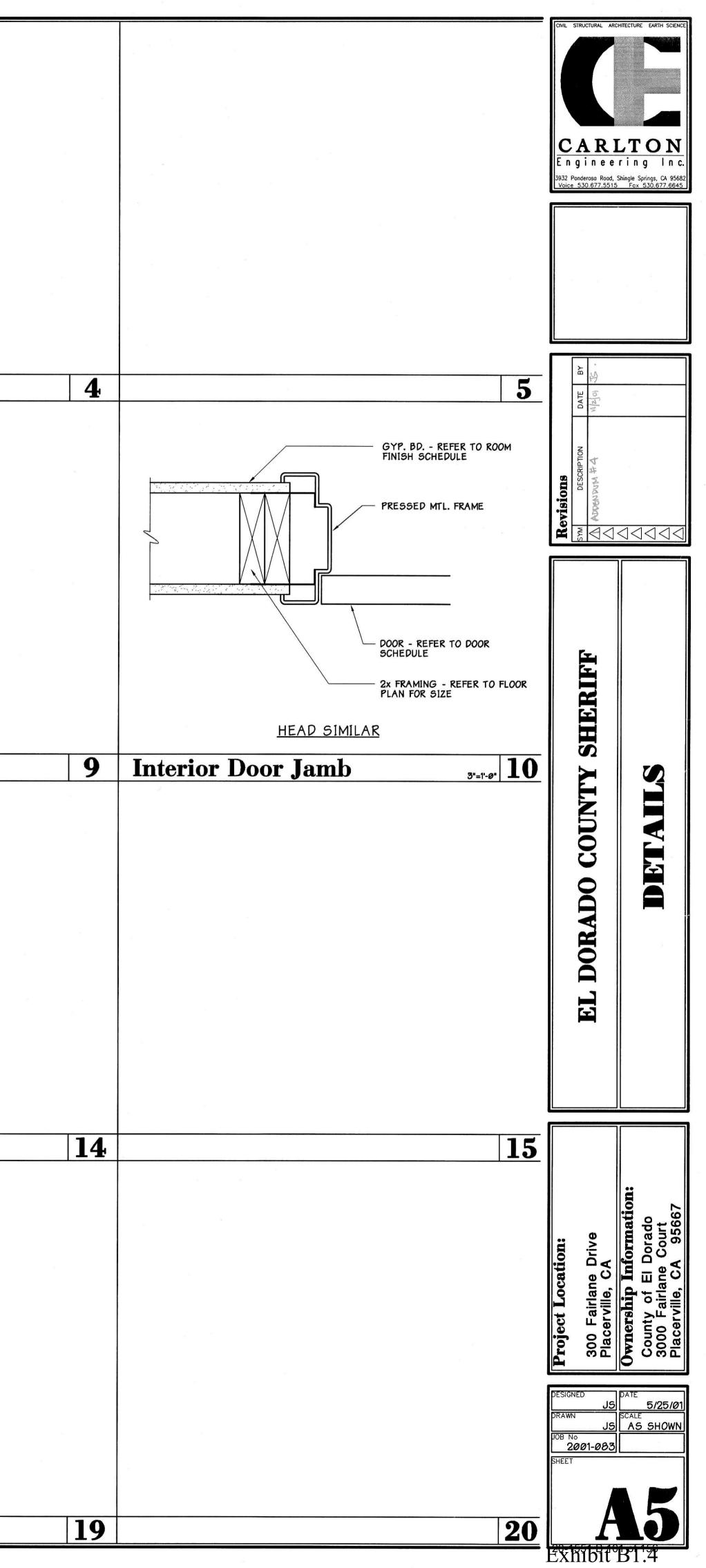


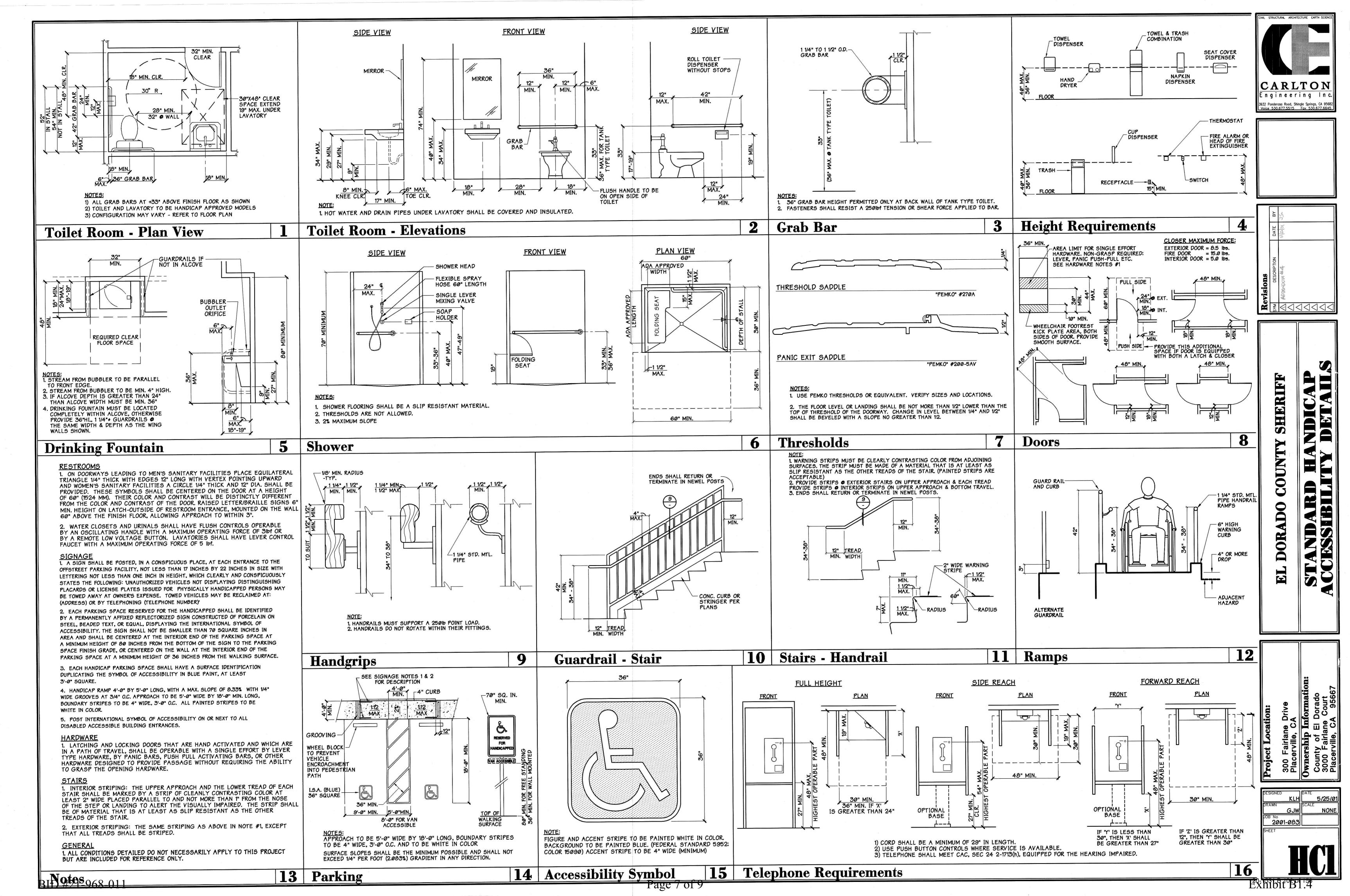


Page 5 of 9



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2**=1'-@" 2	. 3	
	WALL FRAMING PER STRUCT.	
	WALL FINISH PER SCHEDULE	
	TOOLED, PAINTABLE SEALANT - TYPICAL ALL SIDES	
	HOLLOW METAL FRAME - INSTALL PER MANUFACTURER'S	
	INSTRUCTIONS	
5		
	METAL GLAZING STOP W/	
	CTSK. SCREWS	
	GLAZING PER WIN. SCHED.	
	Striking tek with Source.	
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- 3. CONTRACTOR SHALL VERIFY ALL DIMENSIONS OF EXISTING CONDITIONS, ELEVATIONS, PROPERTY LINES, ETC. ON THE JOB. SHOULD ANY DISCREPANCIES OCCUR, NOTIFY ENGINEER FOR INSTRUCTIONS BEFORE PROCEEDING.
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## **Wood Frame Notes**

1. ALL STRUCTURAL LUMBER SHALL BE DOUGLAS FIR OF THE FOLLOWING GRADES, CONFORMING TO STANDARD GRADING RULES FOR WEST COAST LUMBER, No. 16, UNLESS NOTED OTHERWISE:

GLU-LAM BEAMS	24F-V4(SIMPLE)24F-V8(CANTILEVER) AITC PS 56-73
RAFTERS, JOISTS & PURLINS (4x AND SMALLER)	No. 2 FB= 875 PSI
BEAMS AND STRINGERS (6x AND LARGER)	No. 1 FB= 1350 PSI
POSTS AND TIMBERS	No. 1 FB= 1200 PSI
BLOCKING	STUD GRADE
STUDS, LEDGERS, PLATES (DOUGLAS FIR)	No. 2 FB= 875 PSI

2. ALL NAILS SHALL BE COMMON NAILS UNLESS NOTED OTHERWISE. NAILING SHALL BE PER CHAPTER 23 OF THE U.B.C. UNLESS NOTED OTHERWISE ON THE PLANS AND DETAILS. 8d COMMON = .131x2 1/2"

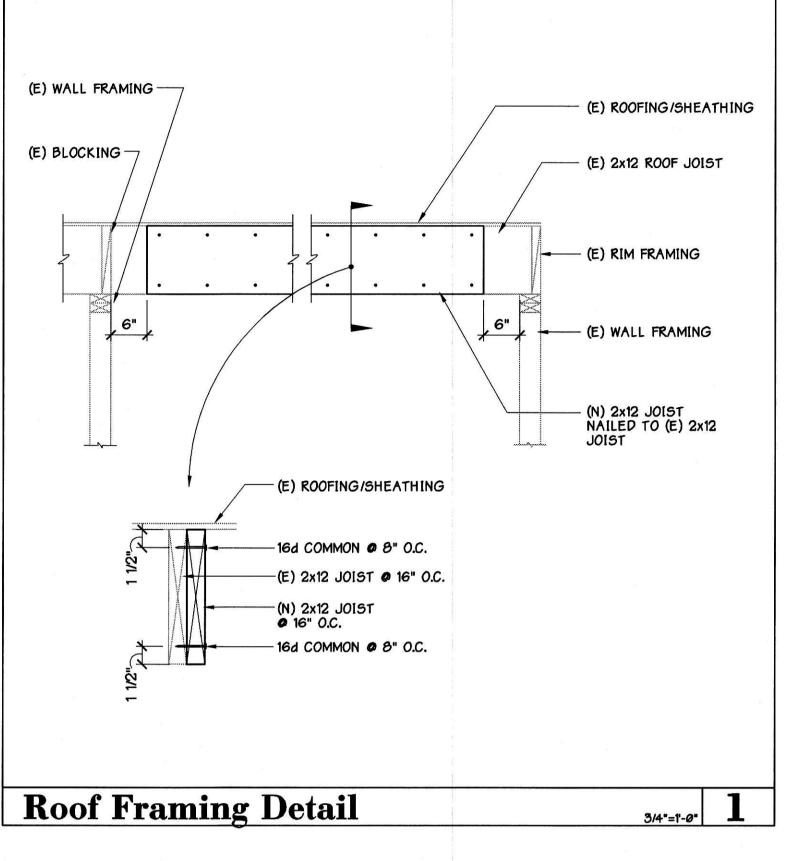
10d COMMON = .148x3" 16d COMMON = .162x3 1/2"

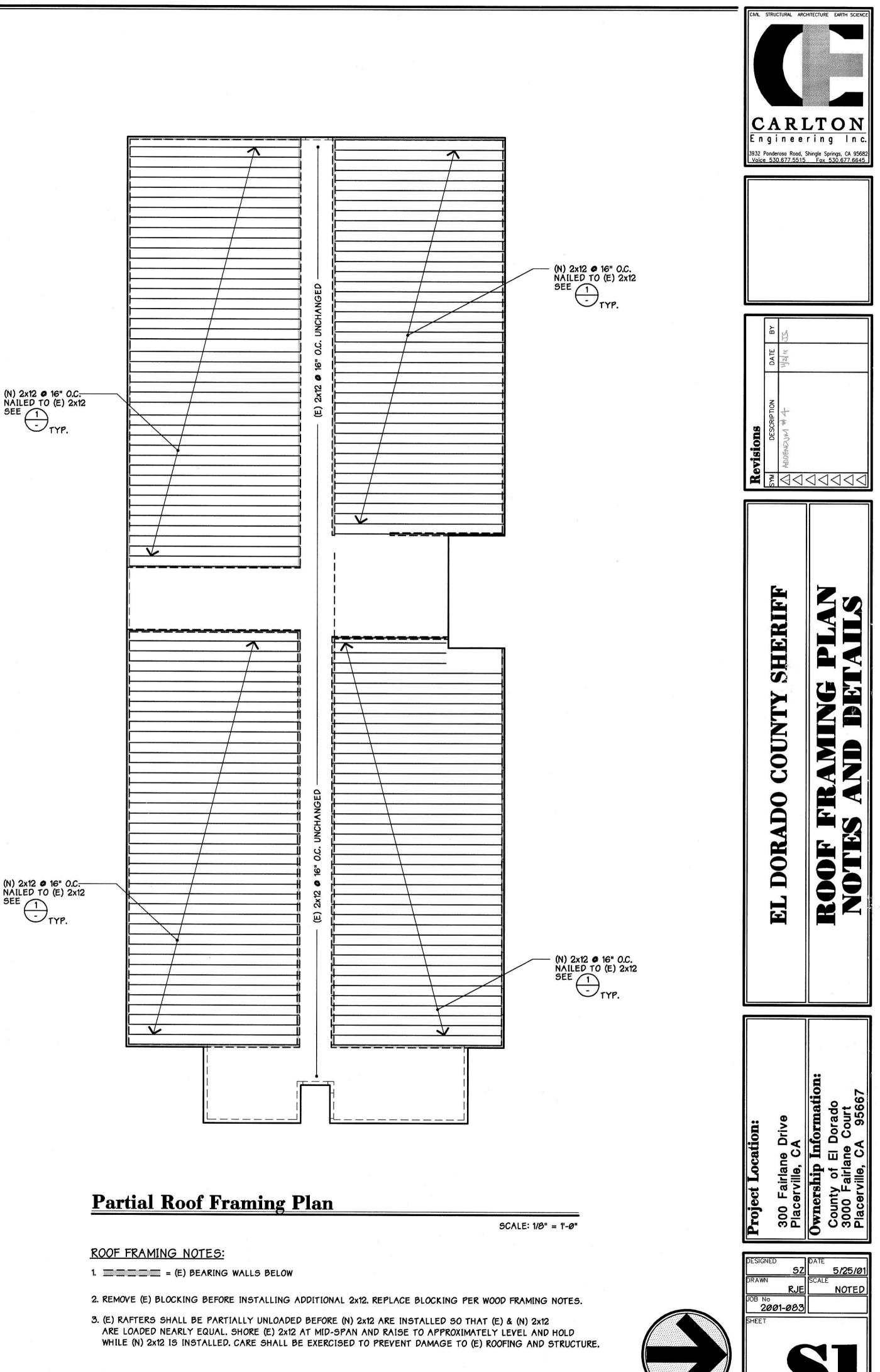
3. ALL METAL CONNECTORS SHALL BE SIMPSON STRONG-TIE CONNECTORS. THE NAILS FOR THESE CONNECTORS SHALL BE AS SPECIFIED BY THE SIMPSON COMPANY.

- 4. BOLT HOLES IN WOOD SHALL BE 1/32" TO 1/16" LARGER THAN NOMINAL BOLT DIAMETER. ALL BOLTS SHALL HAVE A STANDARD BOLT WASHER UNDER HEAD AND NUT UNLESS NOTED OTHERWISE.
- 5. ALL BOLTS SHALL BE RETIGHTENED PRIOR TO THE APPLICATION OF SHEATHING, PLASTER, ETC.
- 6. STRUCTURAL MEMBERS SHALL NOT BE CUT FOR PIPES, ETC. UNLESS SPECIFICALLY DETAILED.
- 7. ALL WOOD BEARING ON CONCRETE OR MASONRY SHALL BE PRESSURE TREATED DOUGLAS FIR.

8. EACH SHEET OF PLYWOOD SHALL BE IDENTIFIED BY A REGISTERED STAMP OF BRAND OF THE AMERICAN PLYWOOD ASSOCIATION.

9. PROVIDE 2x SOLID BLOCKING BETWEEN JOISTS AND RAFTERS AT ALL SUPPORTS AND AT 8'-0" O.C. BLOCKING SHALL BE ONE PIECE AND THE FULL DEPTH OF THE JOIST OR RAFTER.





SEE 1 TYP.

SEE

Exhibit B1.2

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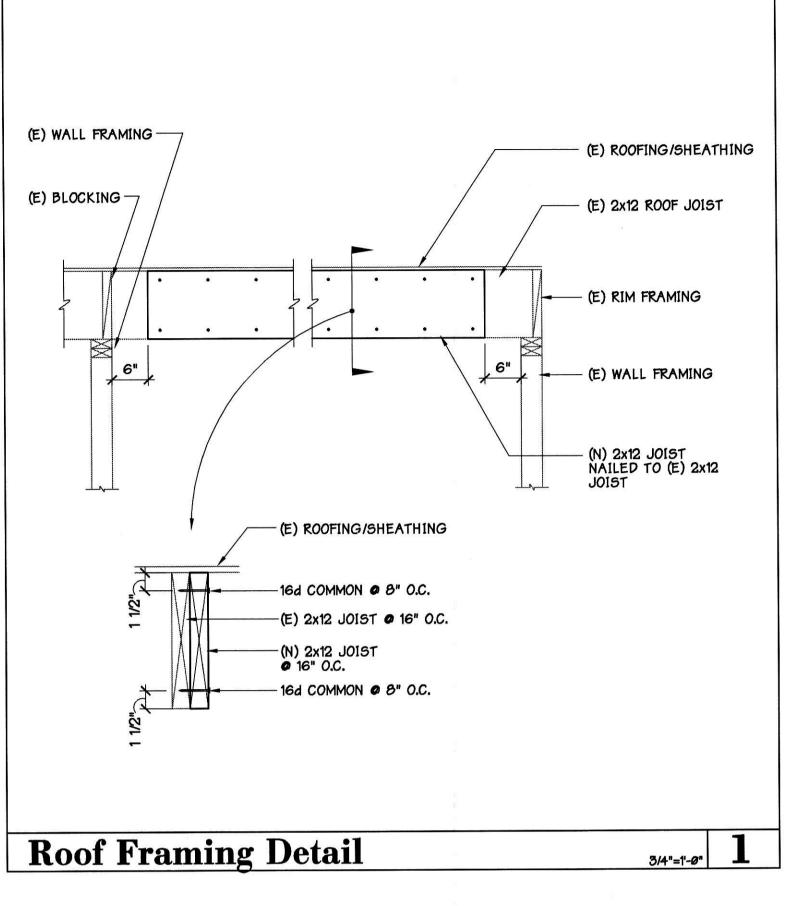
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BLOCKING	STUD GRADE
STUDS, LEDGERS, PLATES (DOUGLAS FIR)	No. 2 FB= 875 PSI

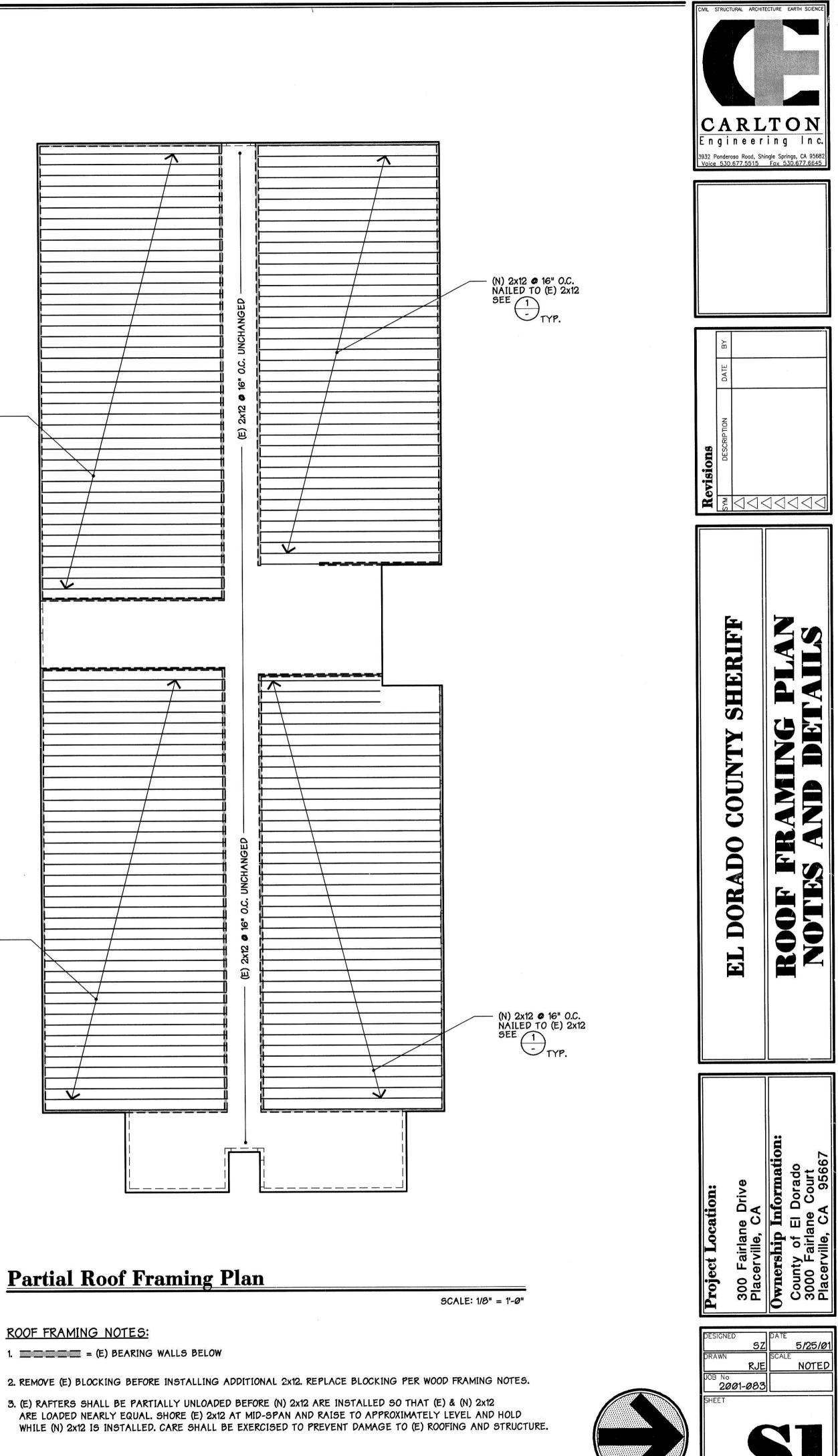
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10d COMMON = .148x3" 16d COMMON = .162x3 1/2"

- 3. ALL METAL CONNECTORS SHALL BE SIMPSON STRONG-TIE CONNECTORS. THE NAILS FOR THESE CONNECTORS SHALL BE AS SPECIFIED BY THE SIMPSON COMPANY.
- 4. BOLT HOLES IN WOOD SHALL BE 1/32" TO 1/16" LARGER THAN NOMINAL BOLT DIAMETER. ALL BOLTS SHALL HAVE A STANDARD BOLT WASHER UNDER HEAD AND NUT UNLESS NOTED OTHERWISE.
- 5. ALL BOLTS SHALL BE RETIGHTENED PRIOR TO THE APPLICATION OF SHEATHING, PLASTER, ETC.
- 6. STRUCTURAL MEMBERS SHALL NOT BE CUT FOR PIPES, ETC. UNLESS SPECIFICALLY DETAILED.
- 7. ALL WOOD BEARING ON CONCRETE OR MASONRY SHALL BE PRESSURE TREATED DOUGLAS FIR.
- 8. EACH SHEET OF PLYWOOD SHALL BE IDENTIFIED BY A REGISTERED STAMP OF BRAND OF THE AMERICAN PLYWOOD ASSOCIATION.

9. PROVIDE 2x SOLID BLOCKING BETWEEN JOISTS AND RAFTERS AT ALL SUPPORTS AND AT 8'-0" O.C. BLOCKING SHALL BE ONE PIECE AND THE FULL DEPTH OF THE JOIST OR RAFTER.





(N) 2x12 **@** 16" O.C.-NAILED TO (E) 2x12 SEE 1 - TYP.

(N) 2x12 @ 16" O.C.-NAILED TO (E) 2x12 SEE 1 - TYP.

## ROOF FRAMING NOTES:

Exhibit B1.4

### EXHIBIT B1.5 ARCHITECTURAL & STRUCTURAL

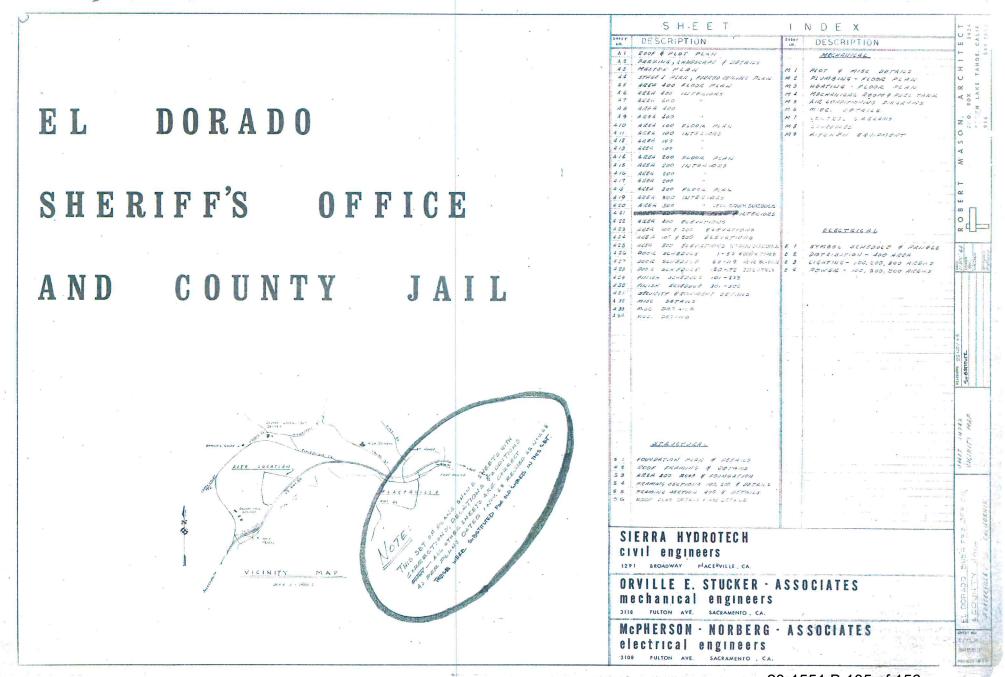




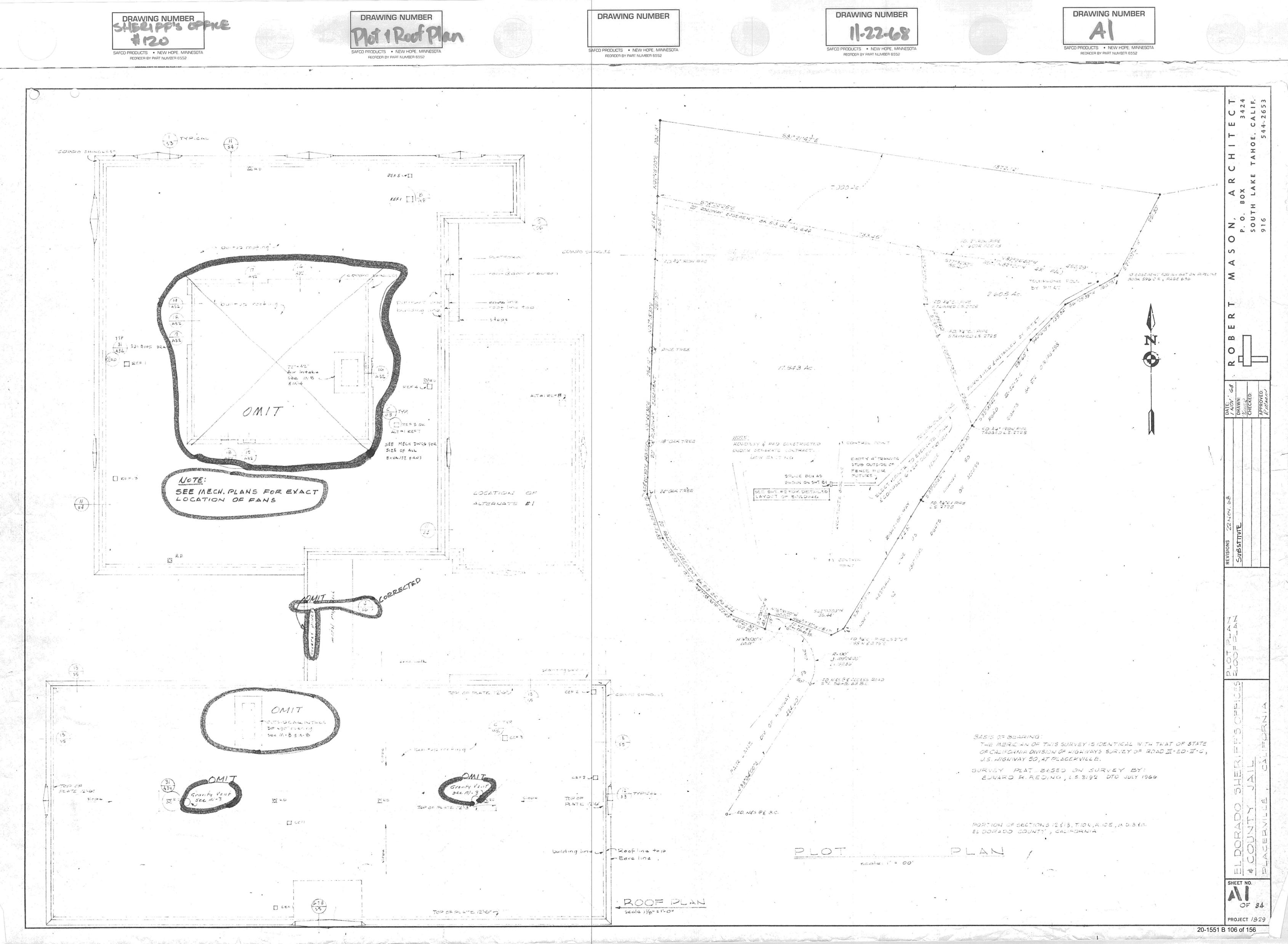


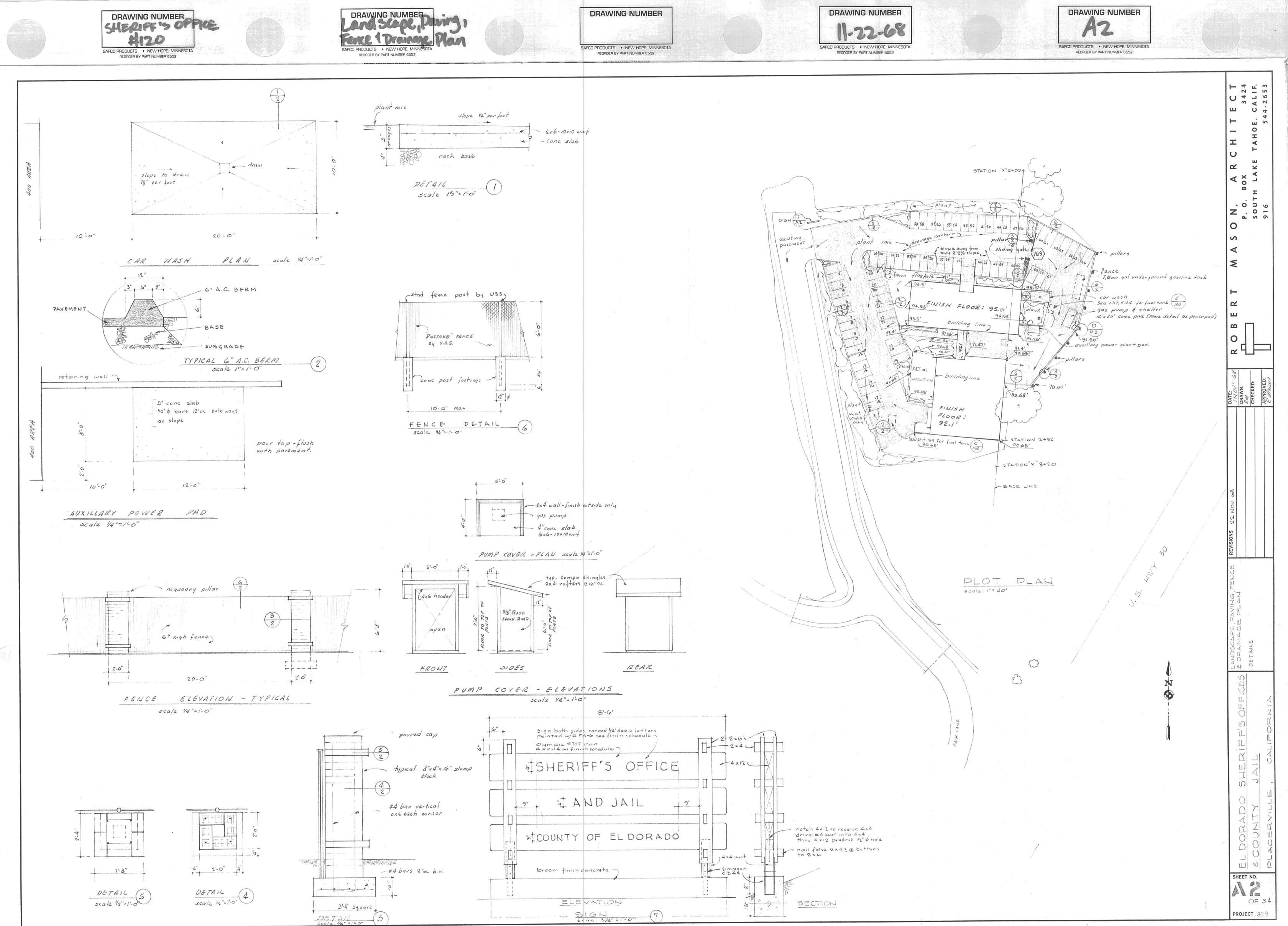








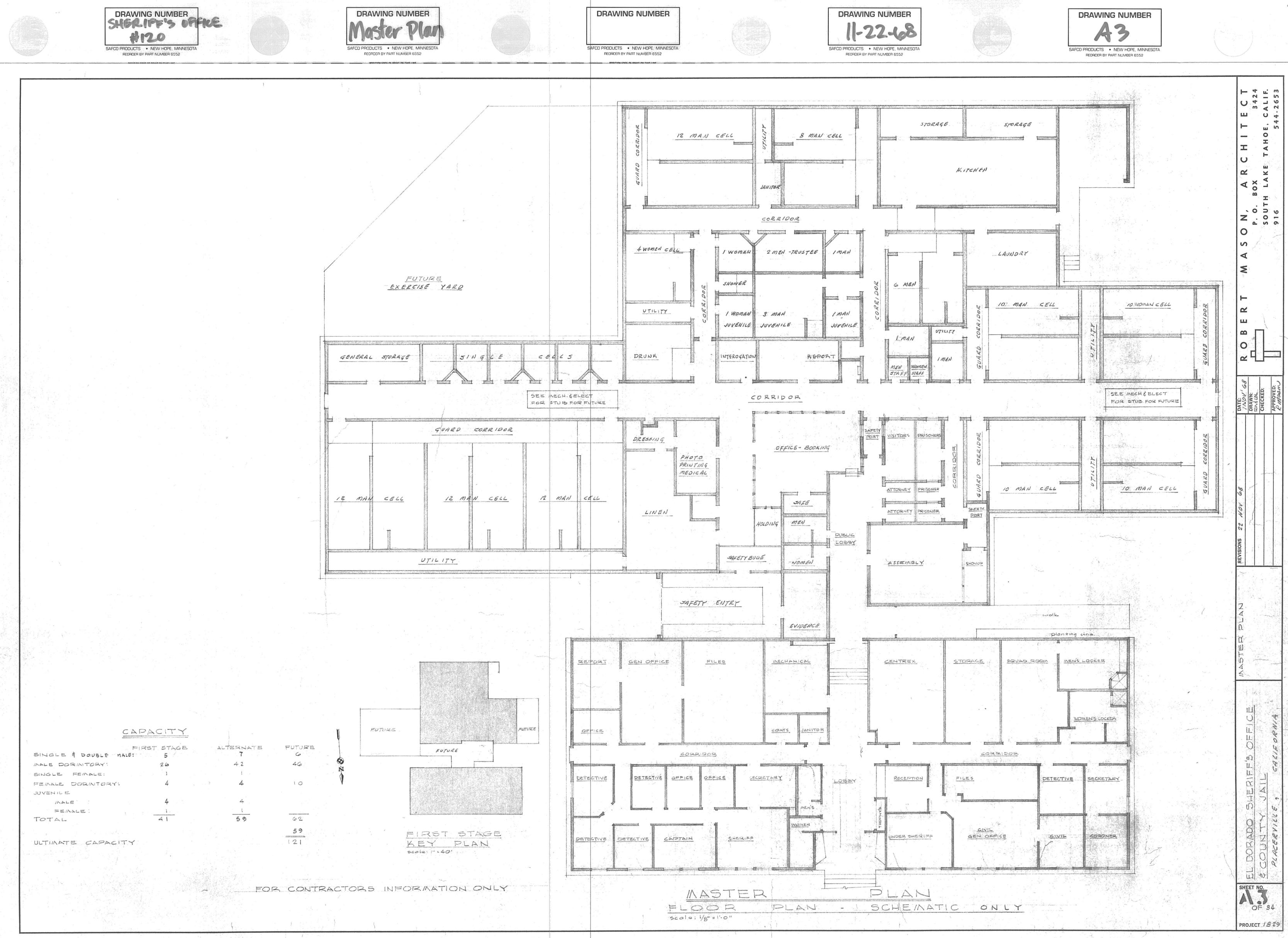




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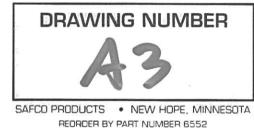
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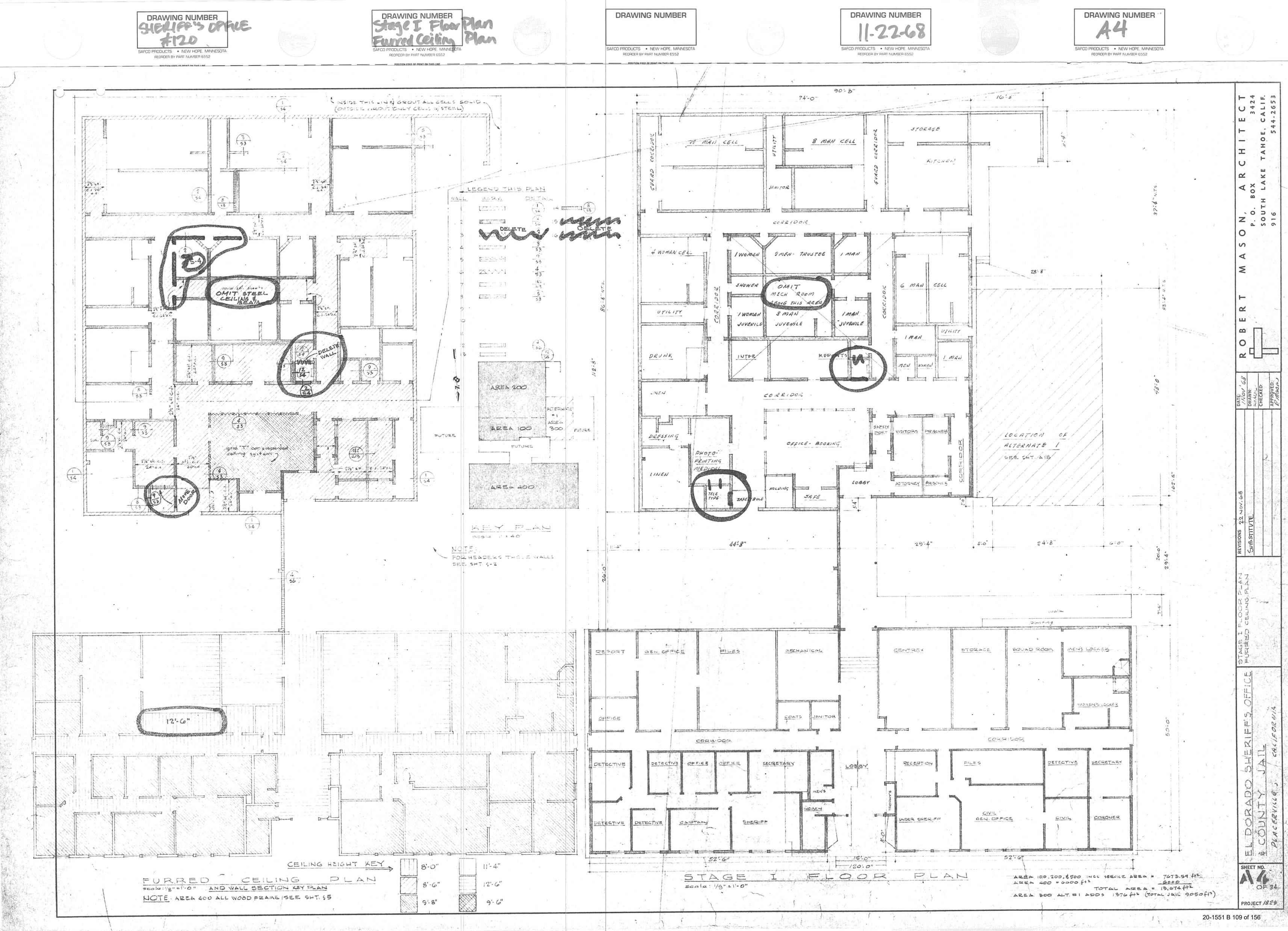




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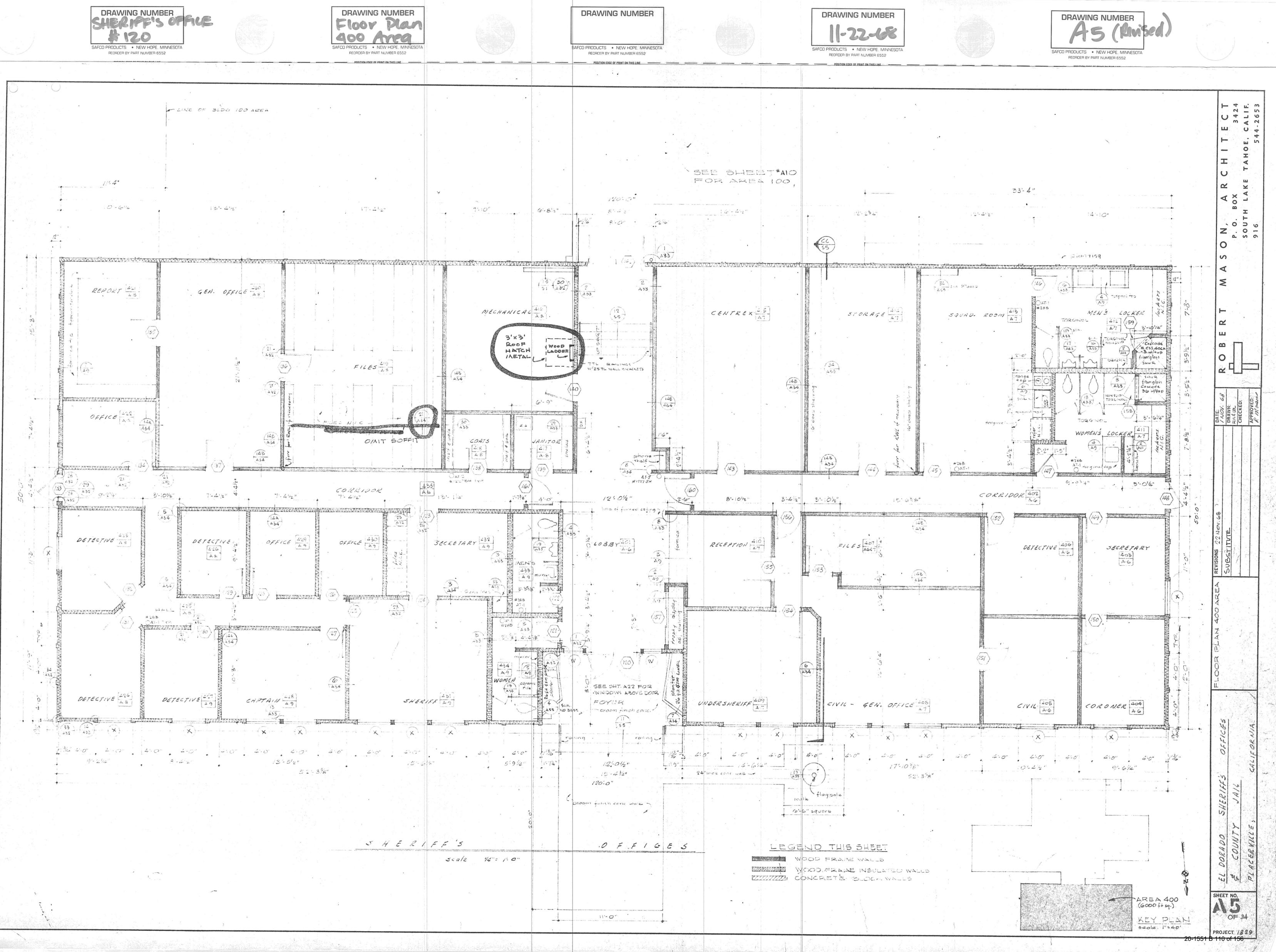
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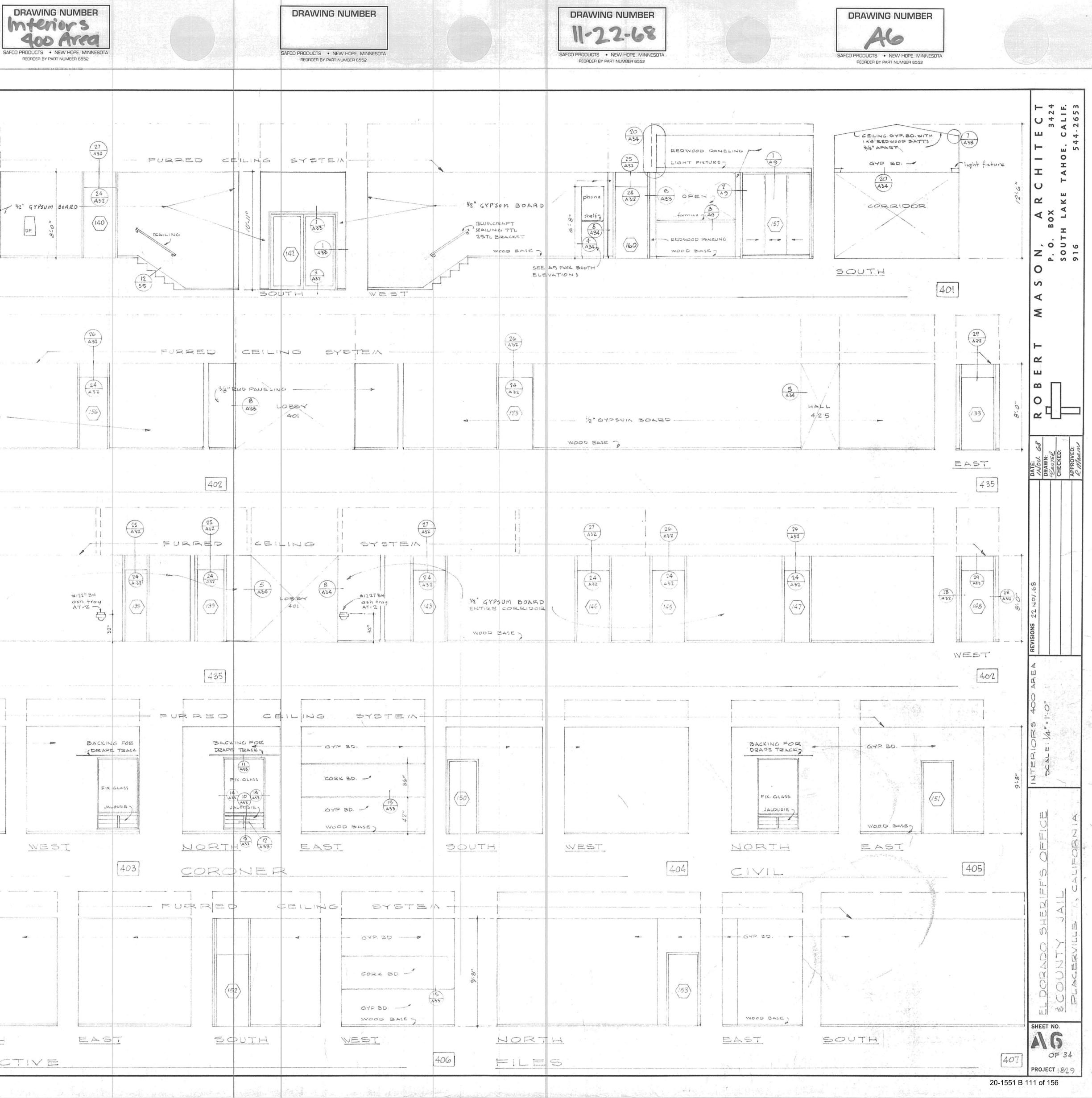


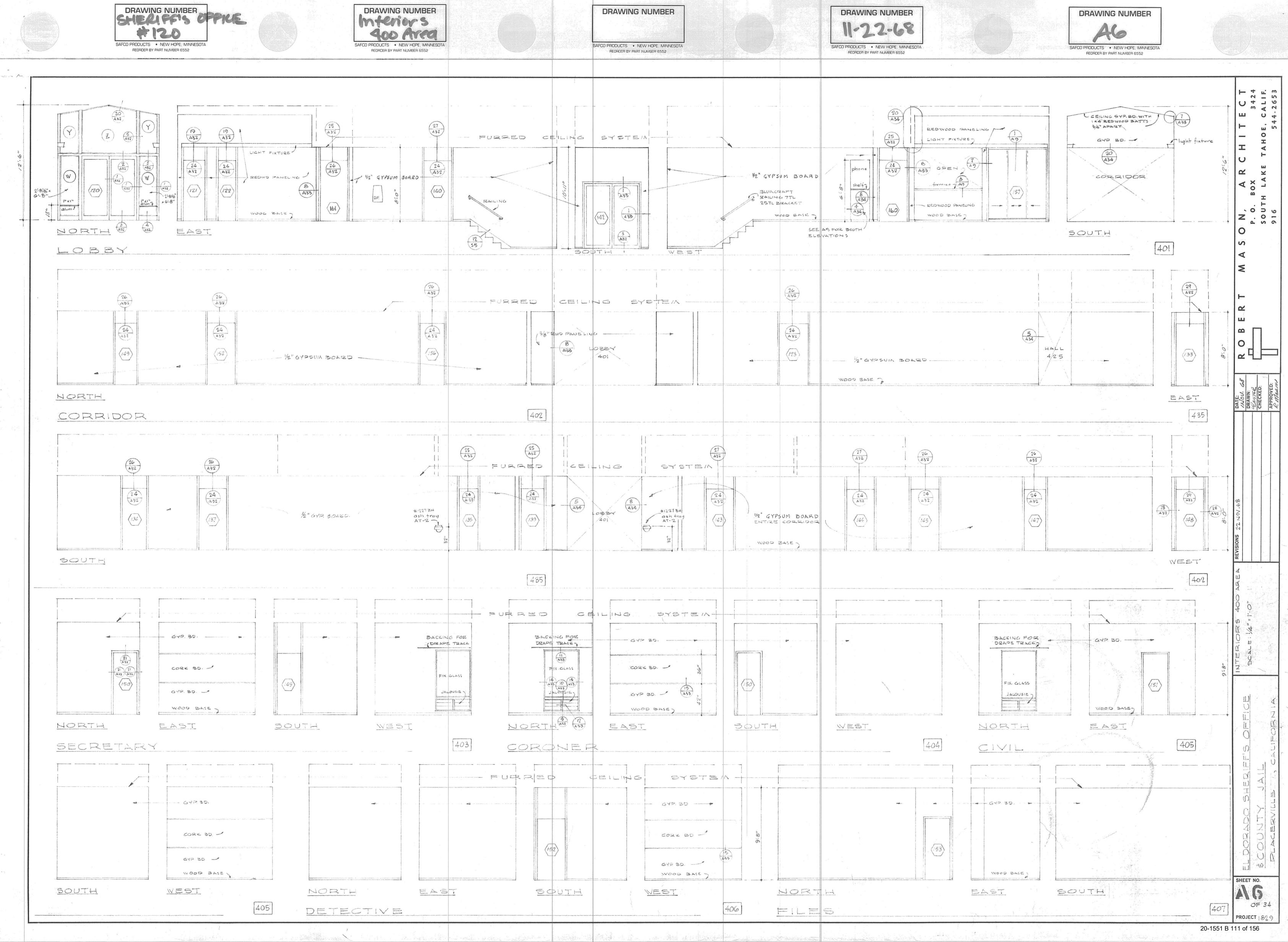


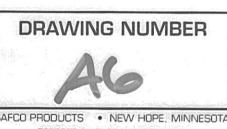




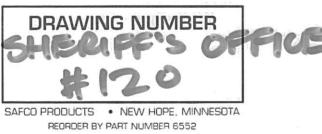
12 SAFCO PRODUCTS • NEW HOPE, MINNESOTA REORDER BY PART NUMBER 6552

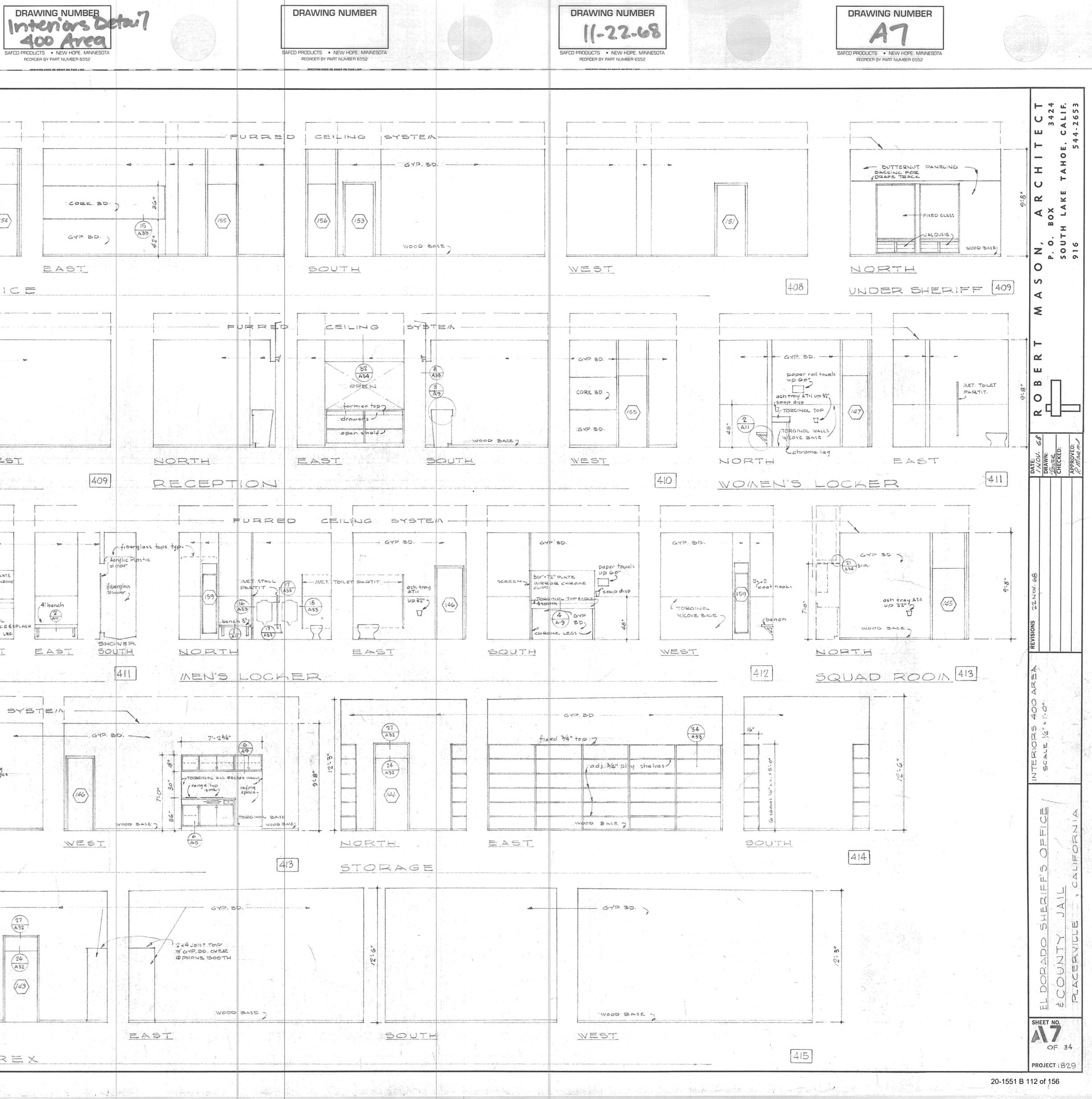


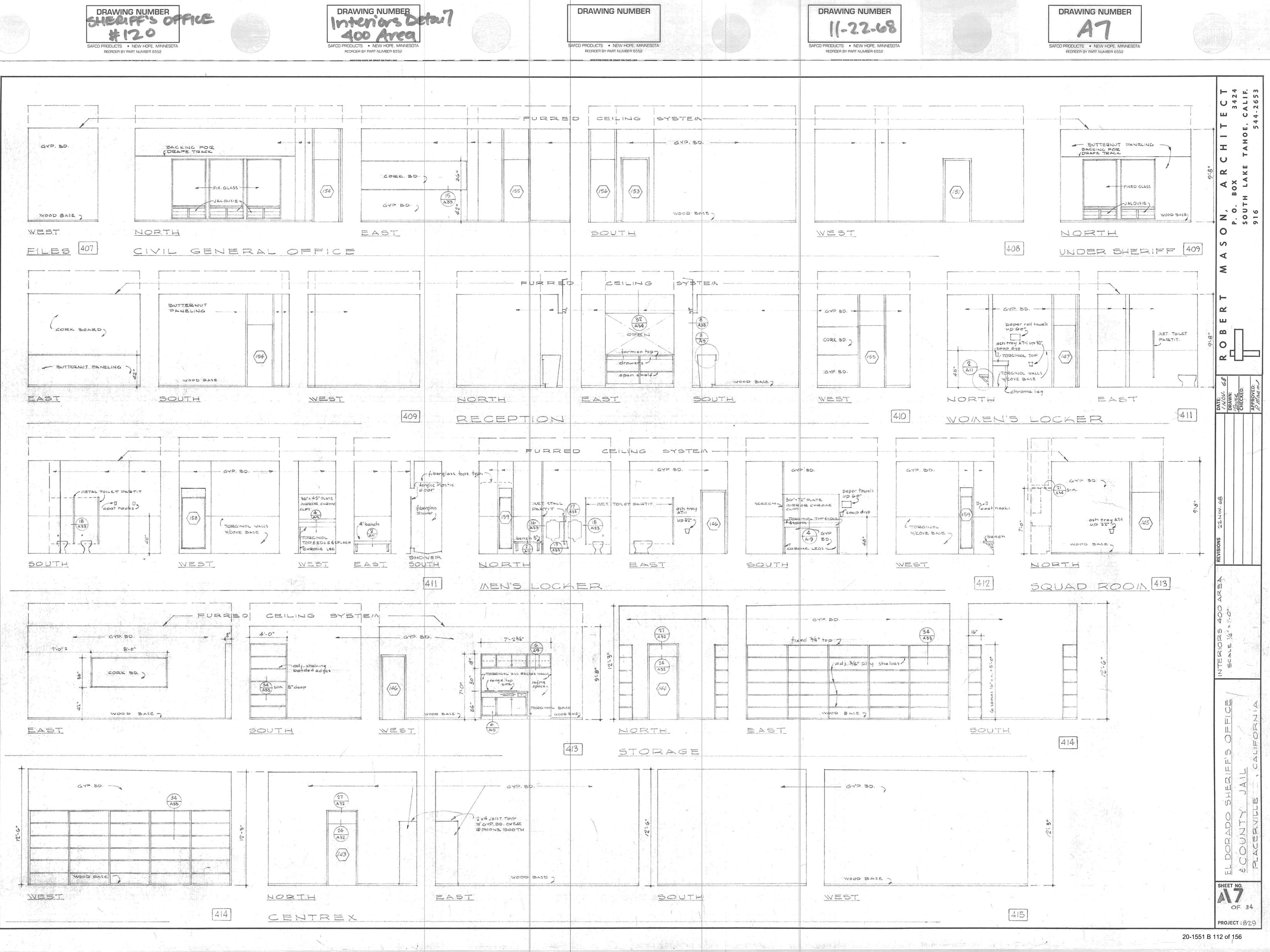




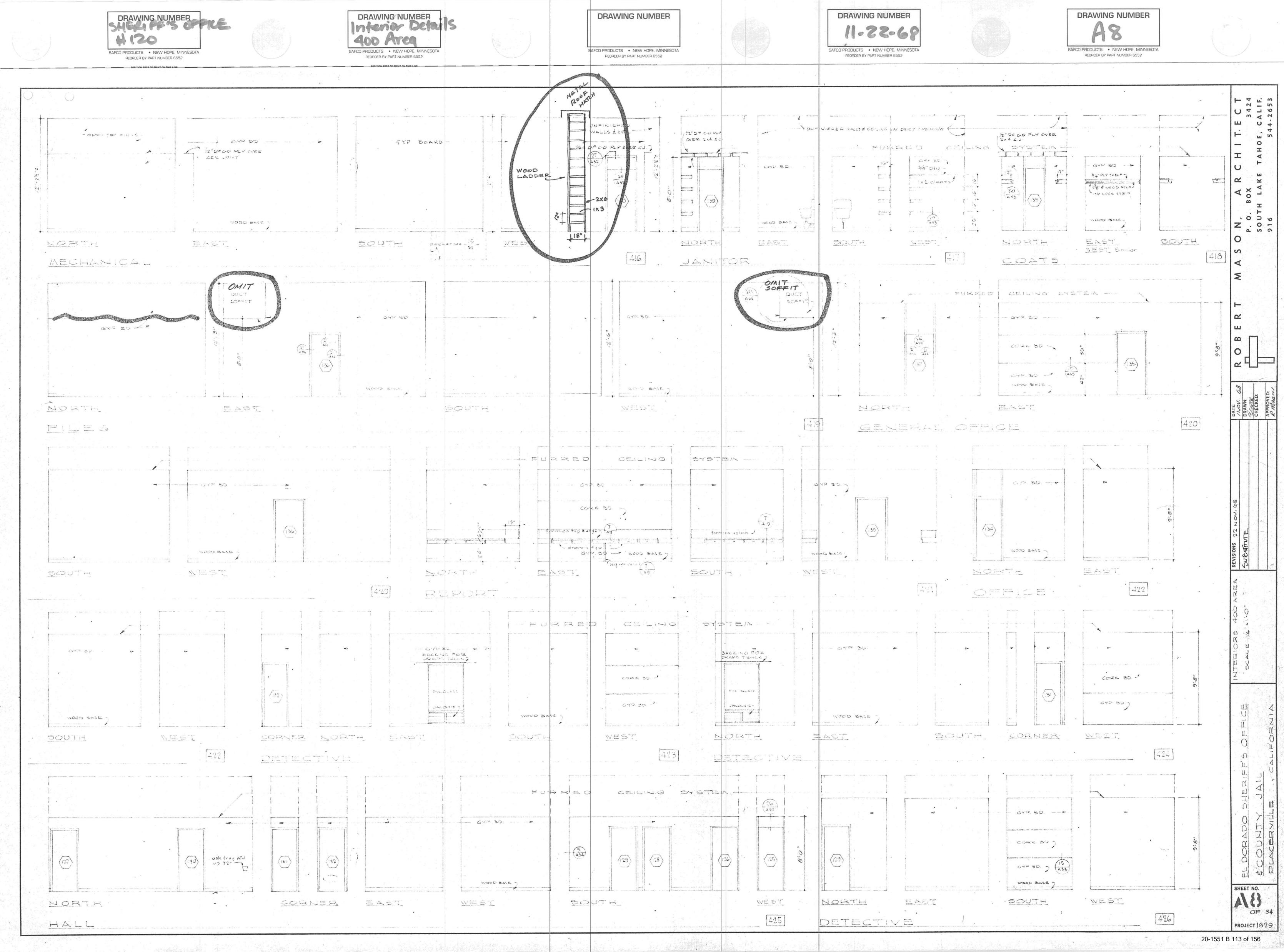








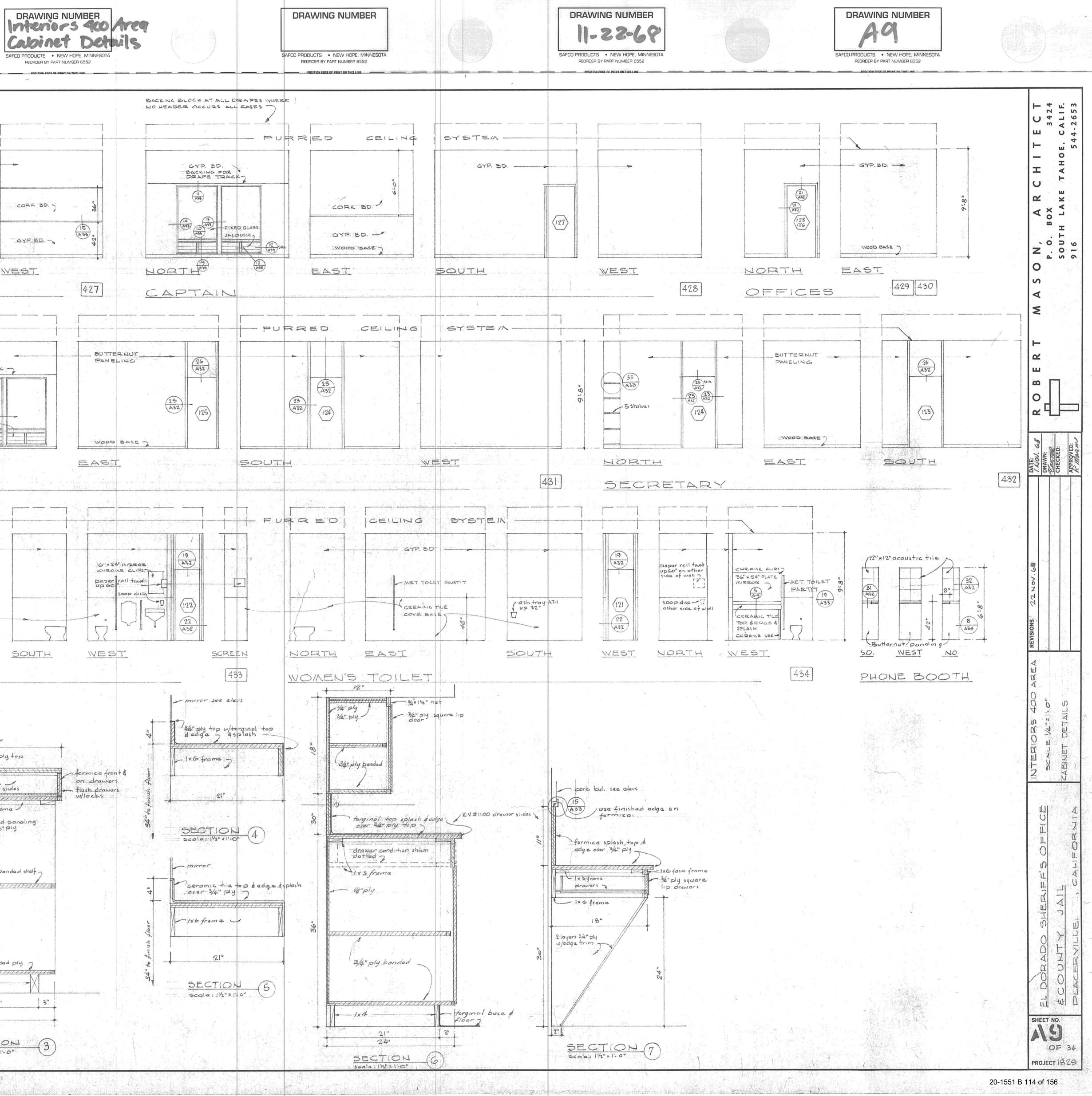


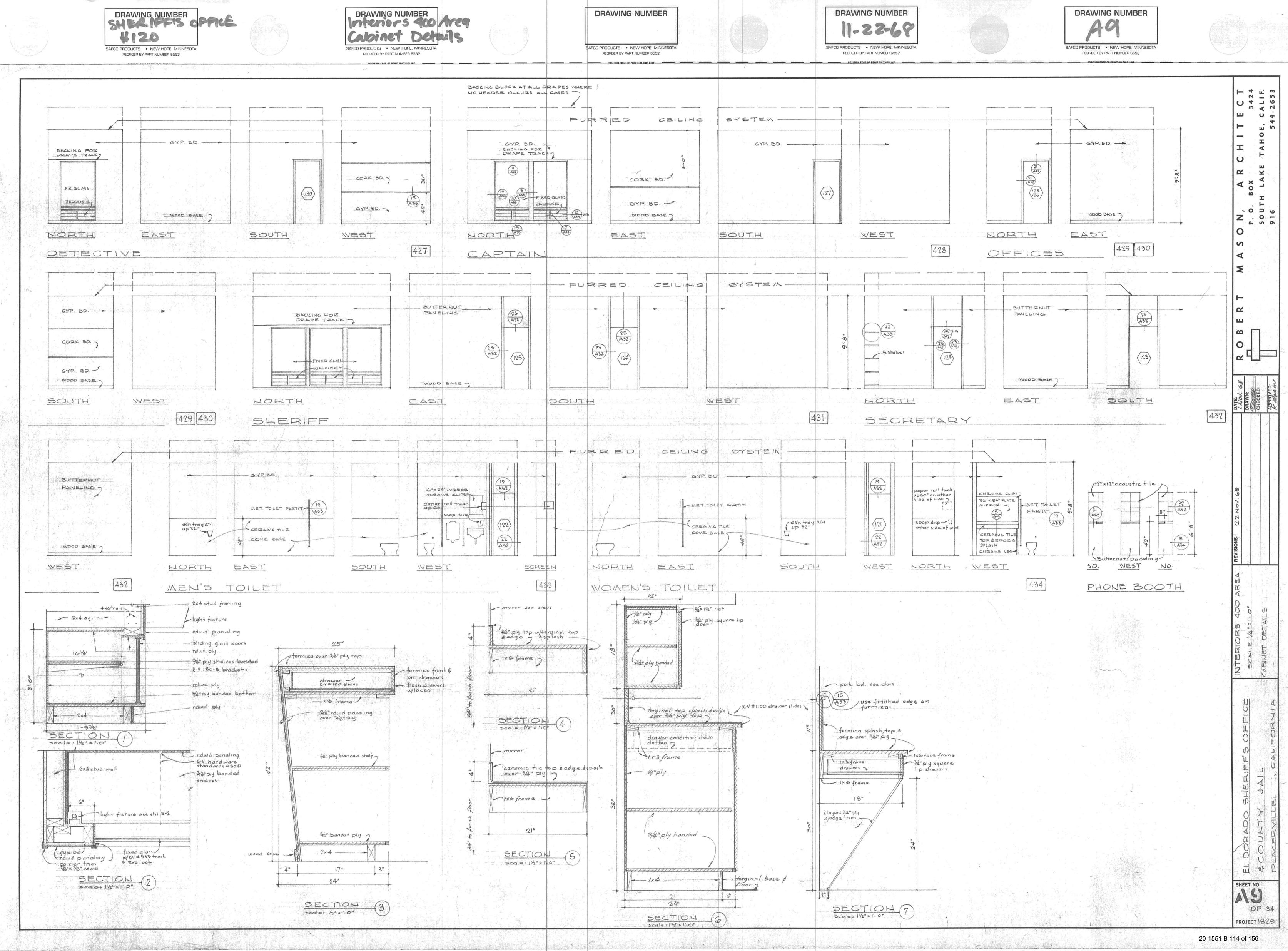




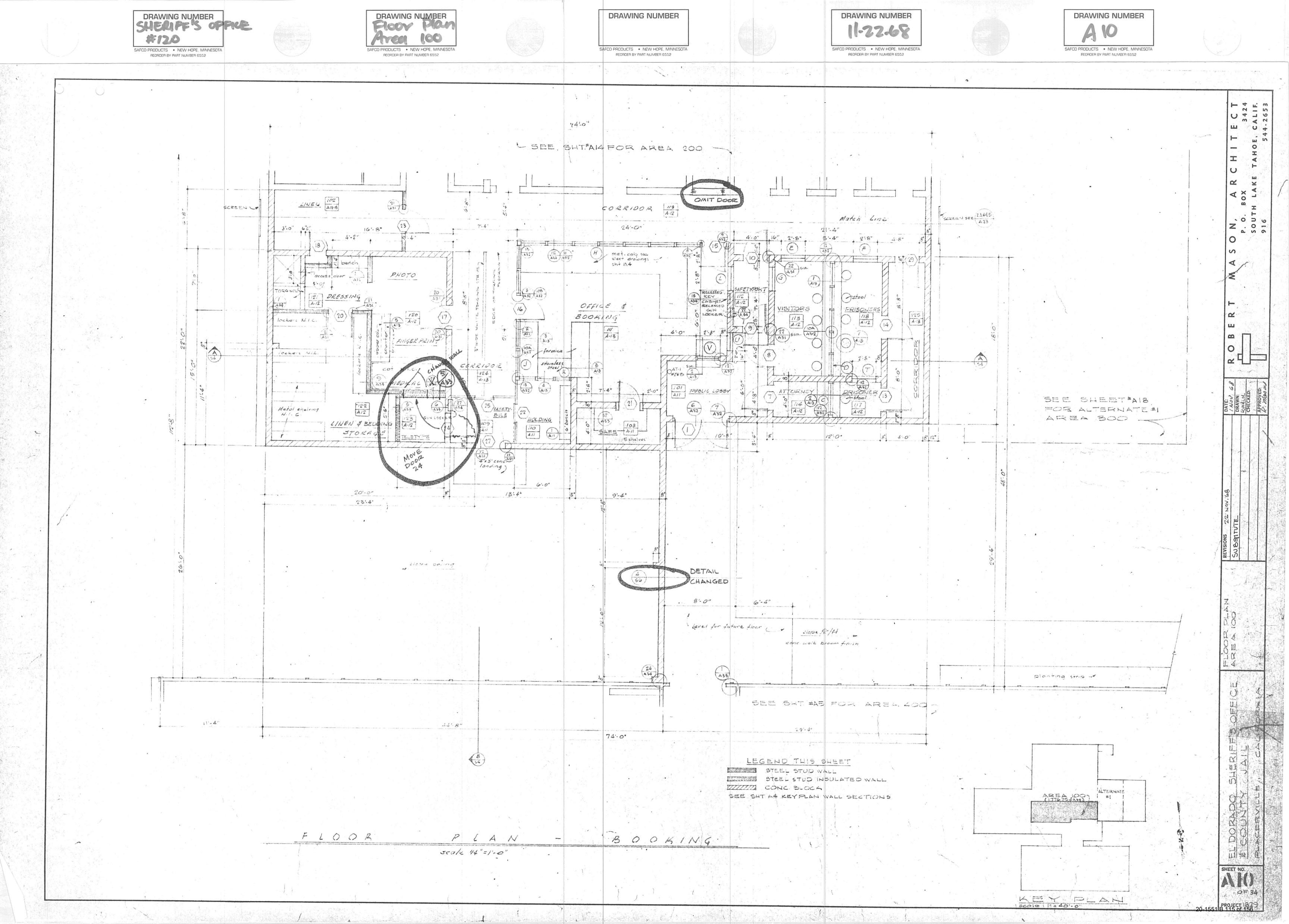


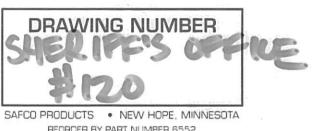


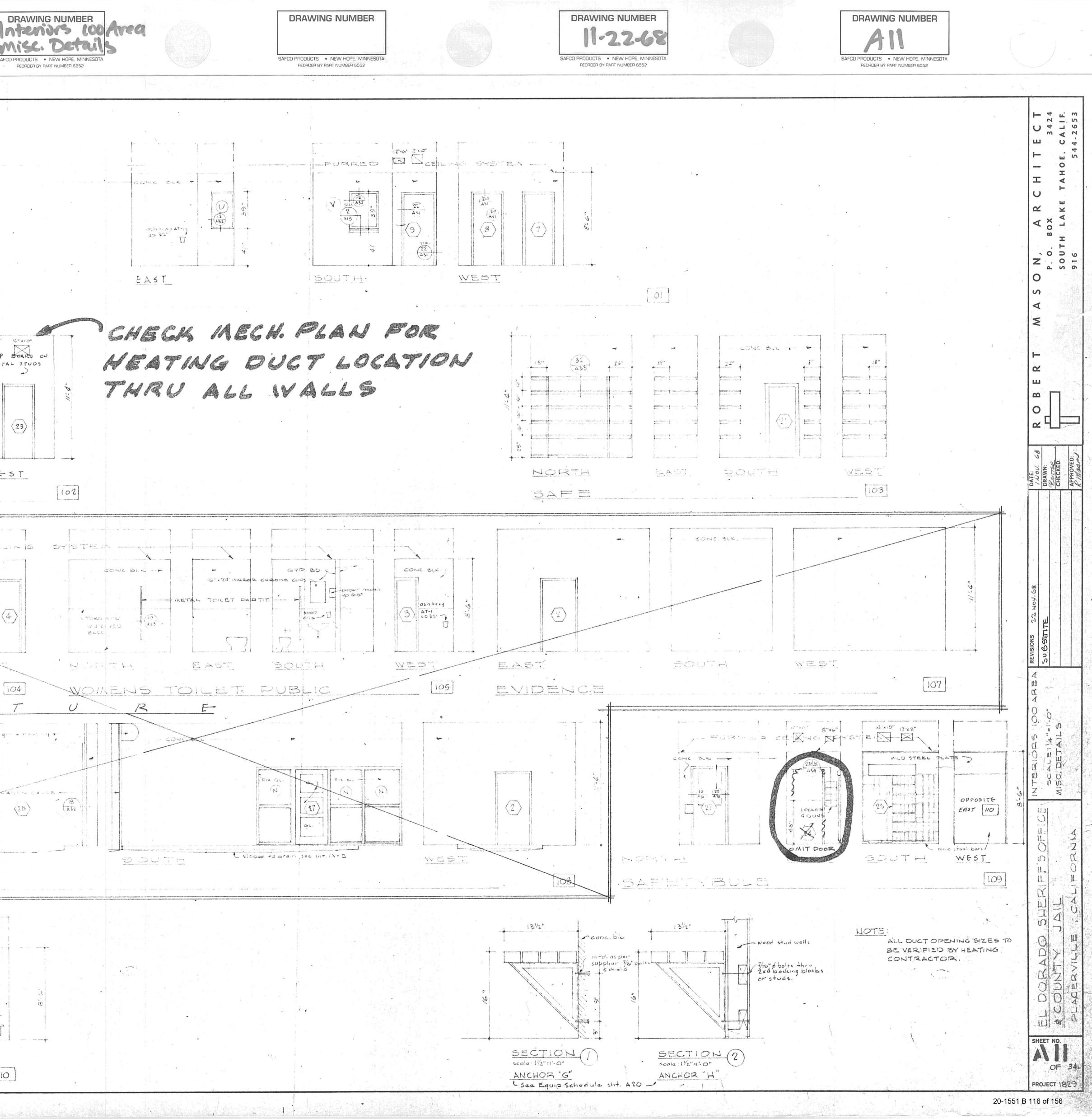


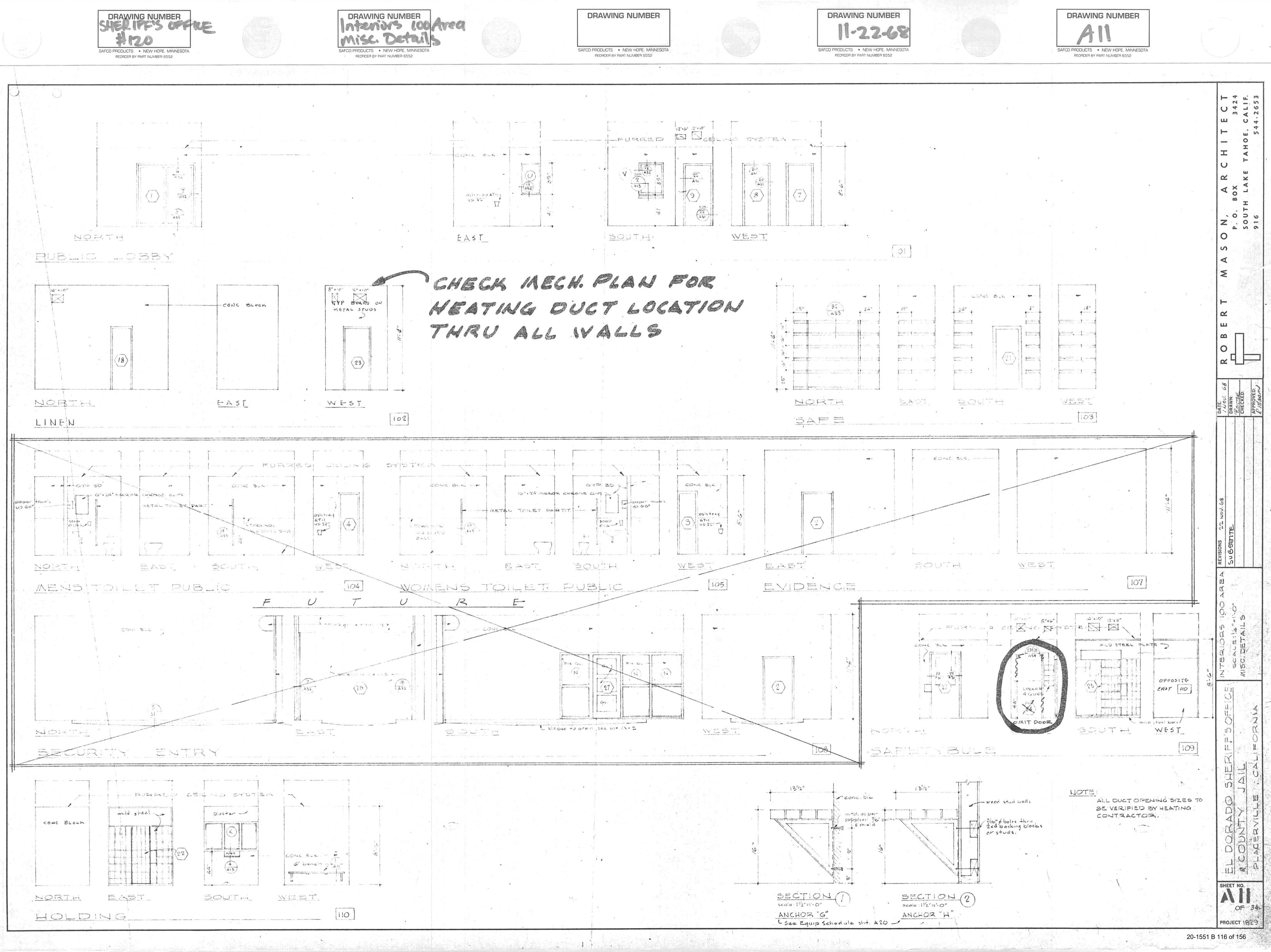






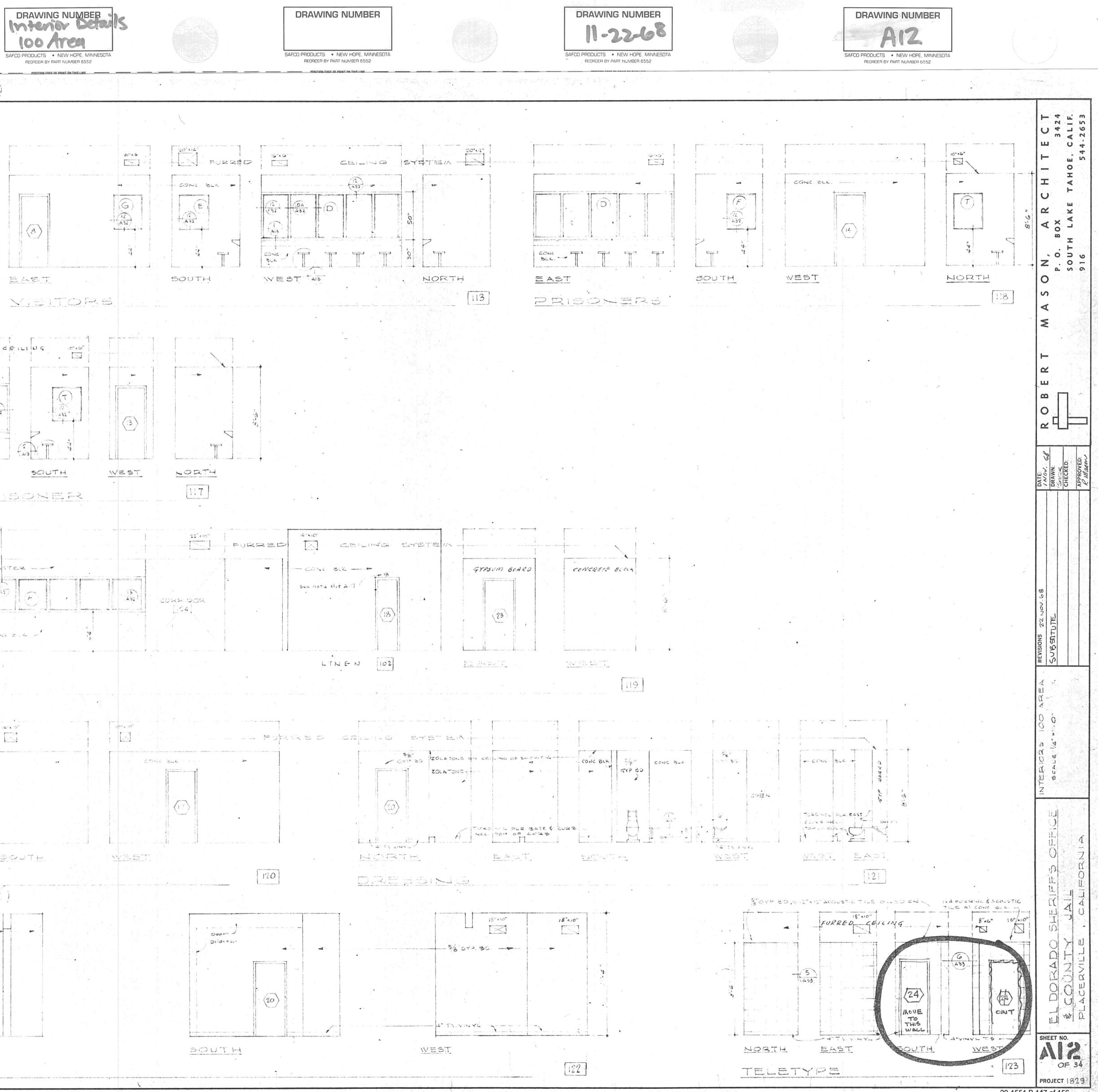


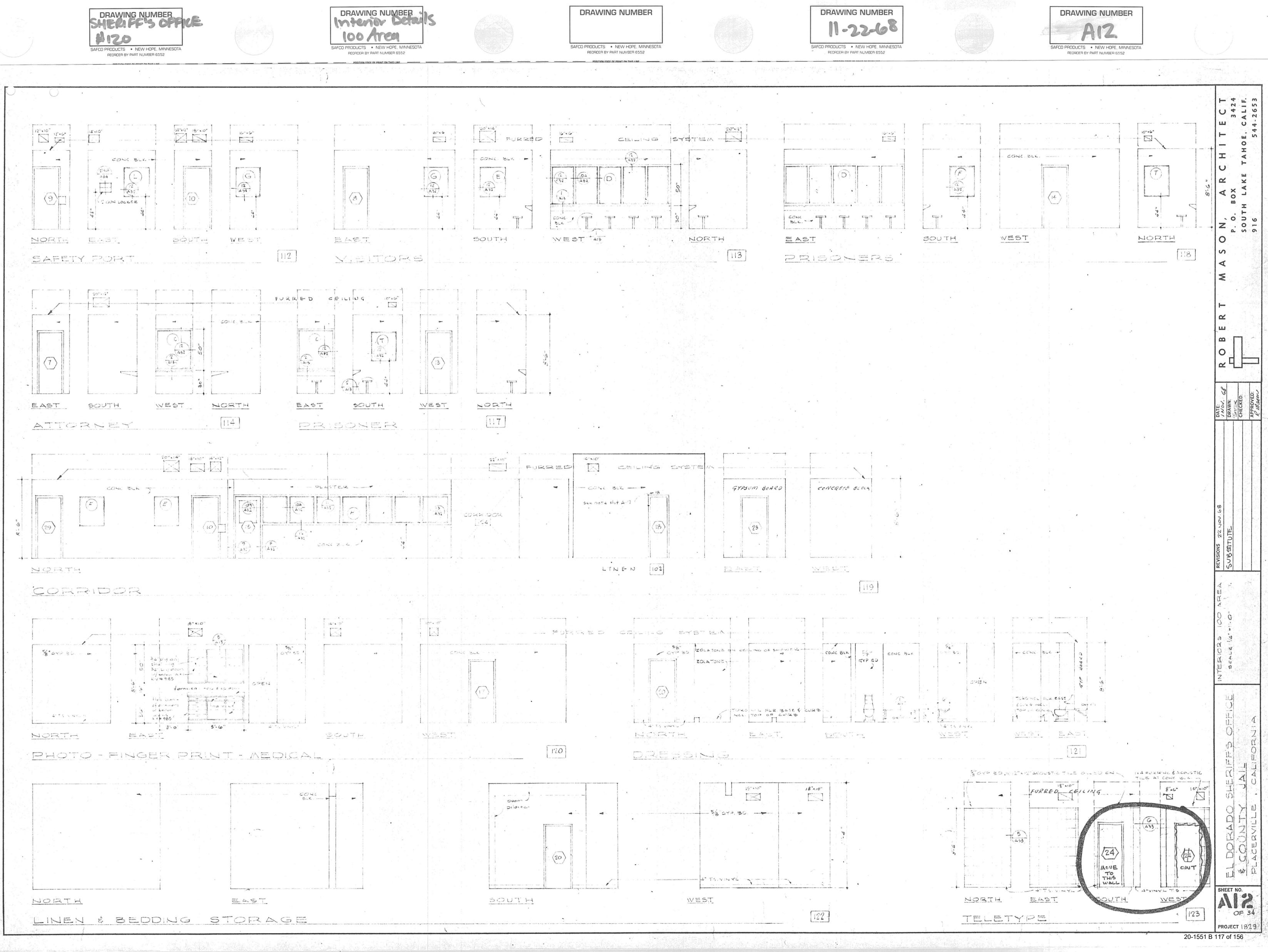


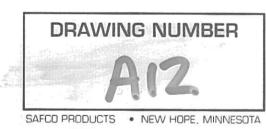


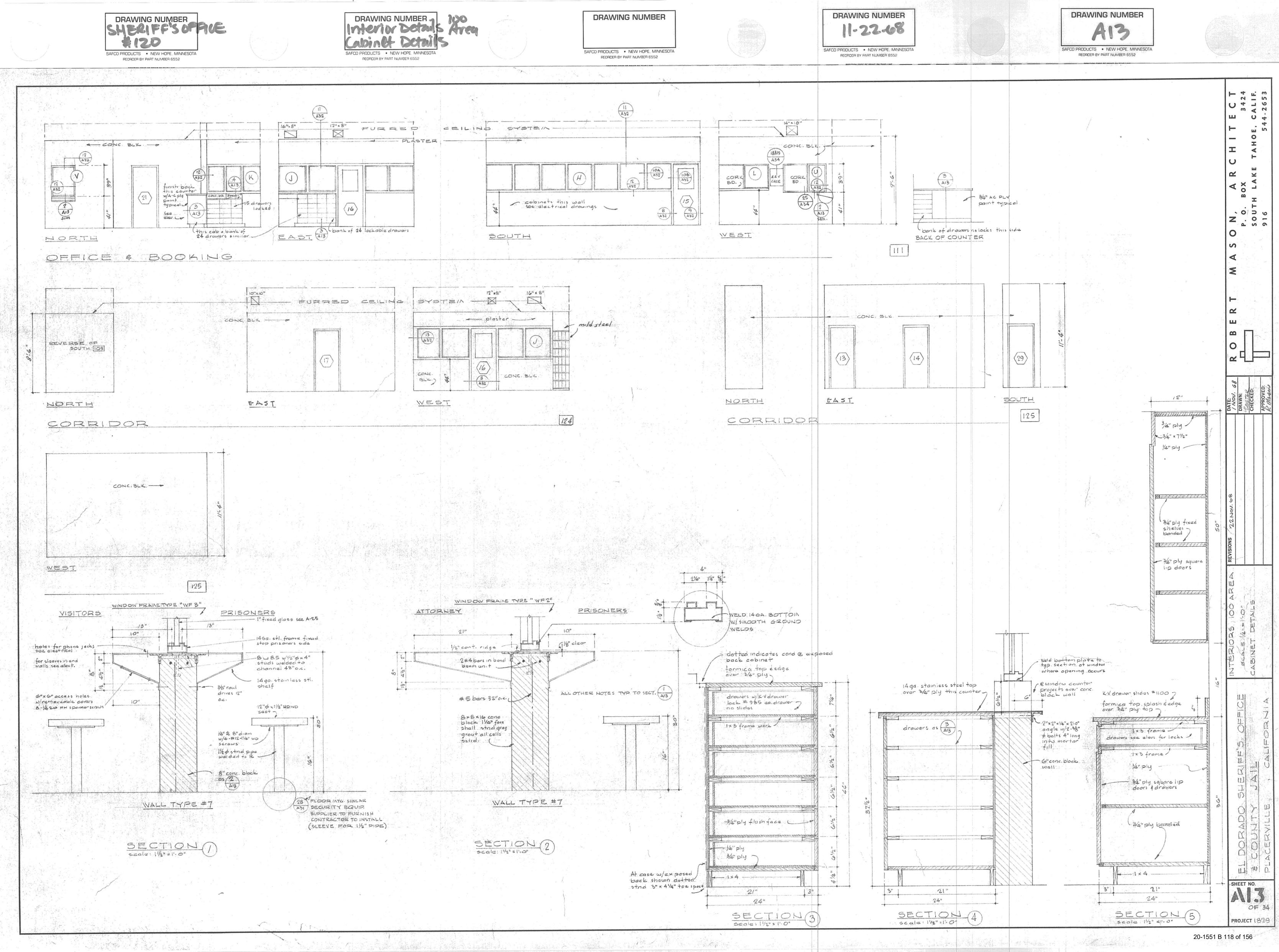


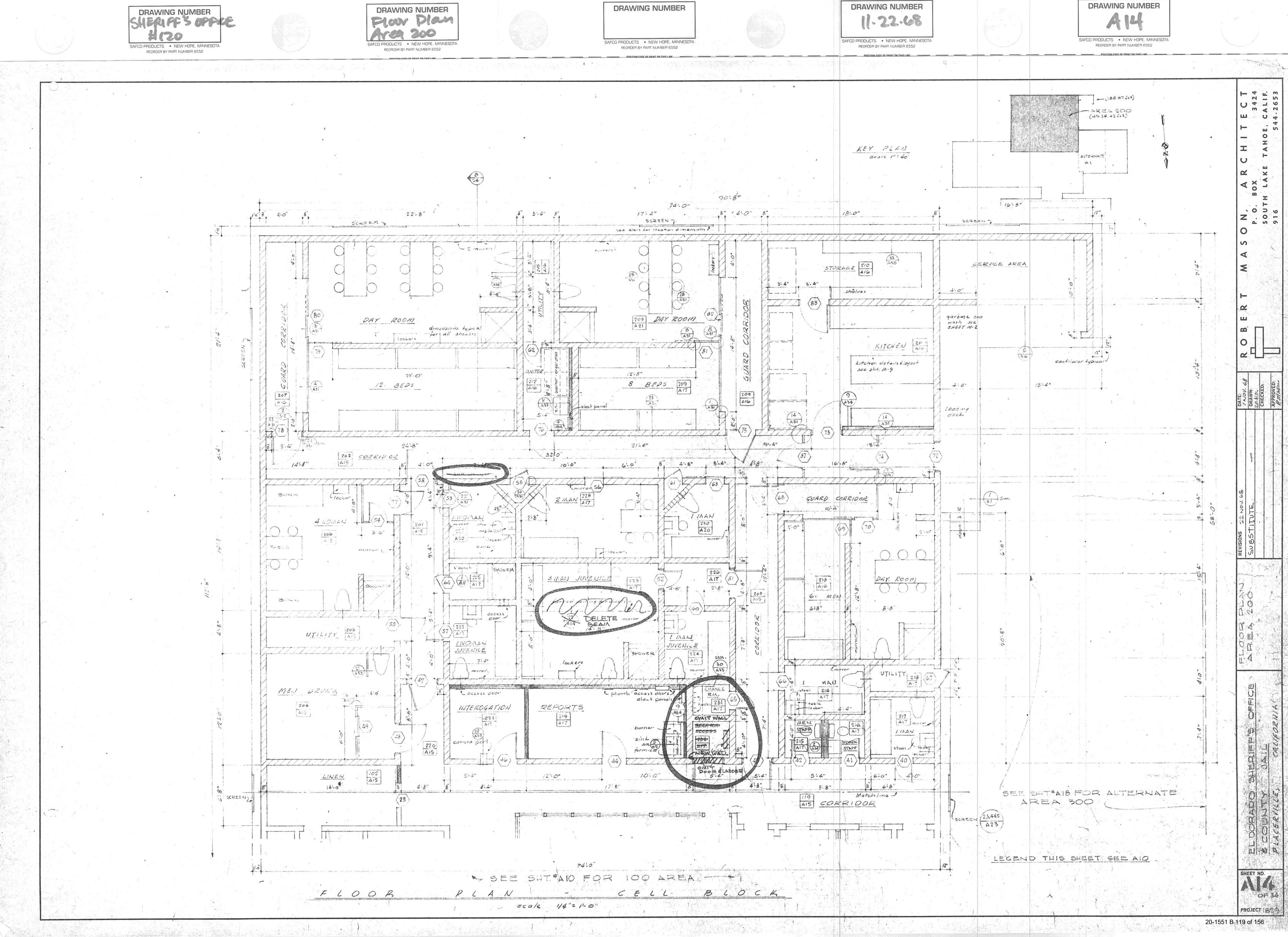








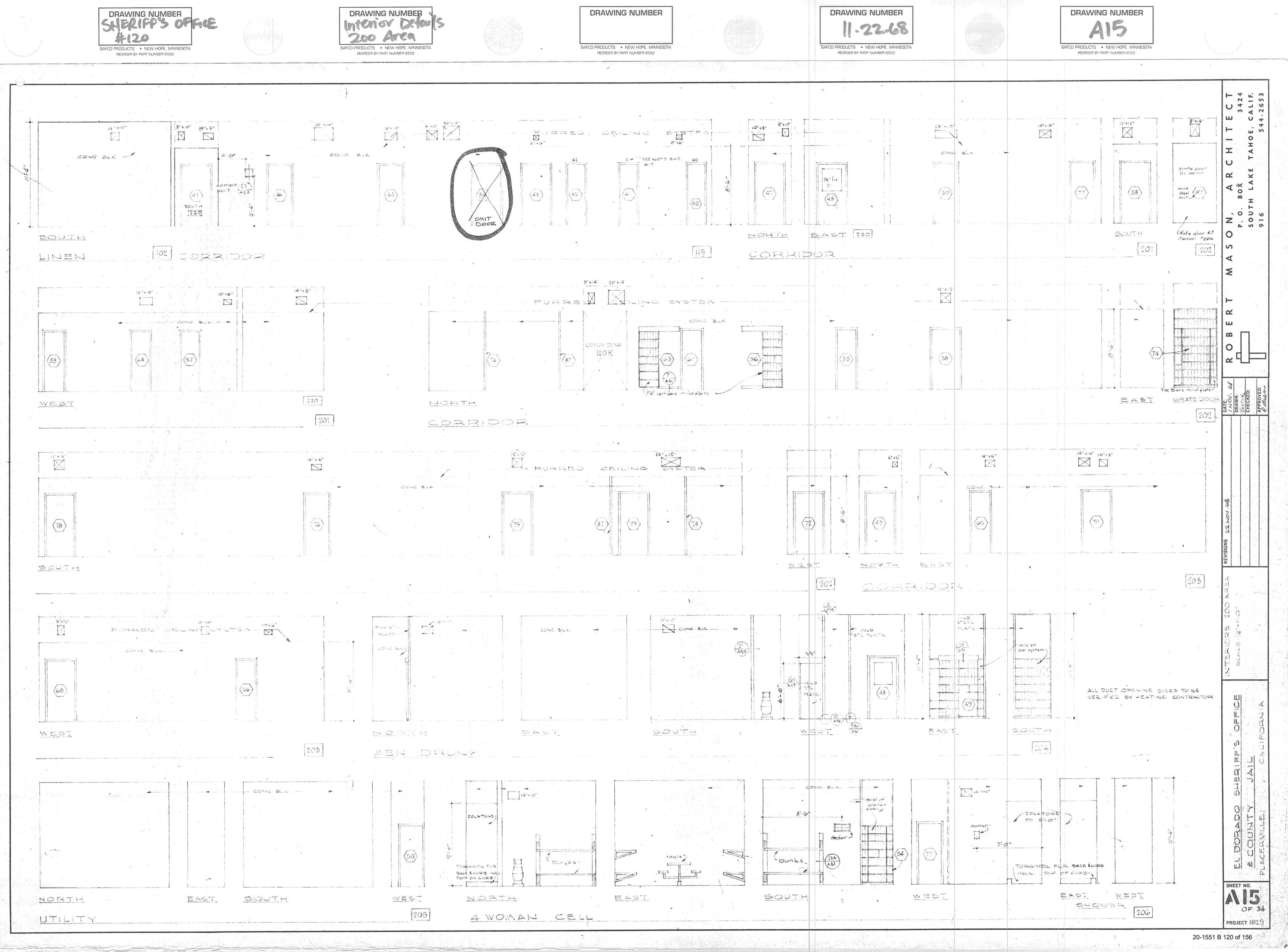


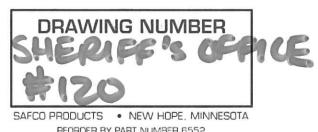


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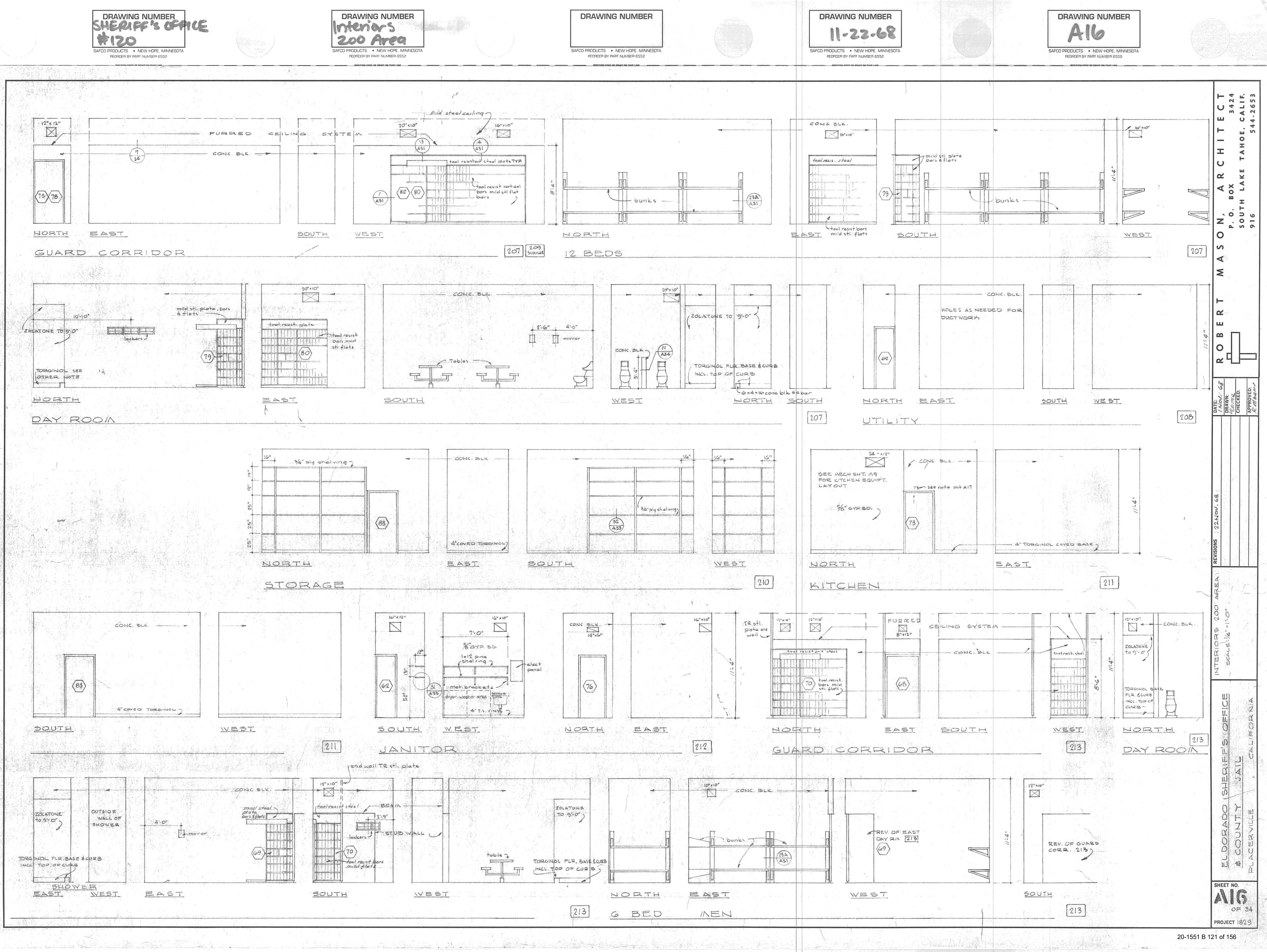
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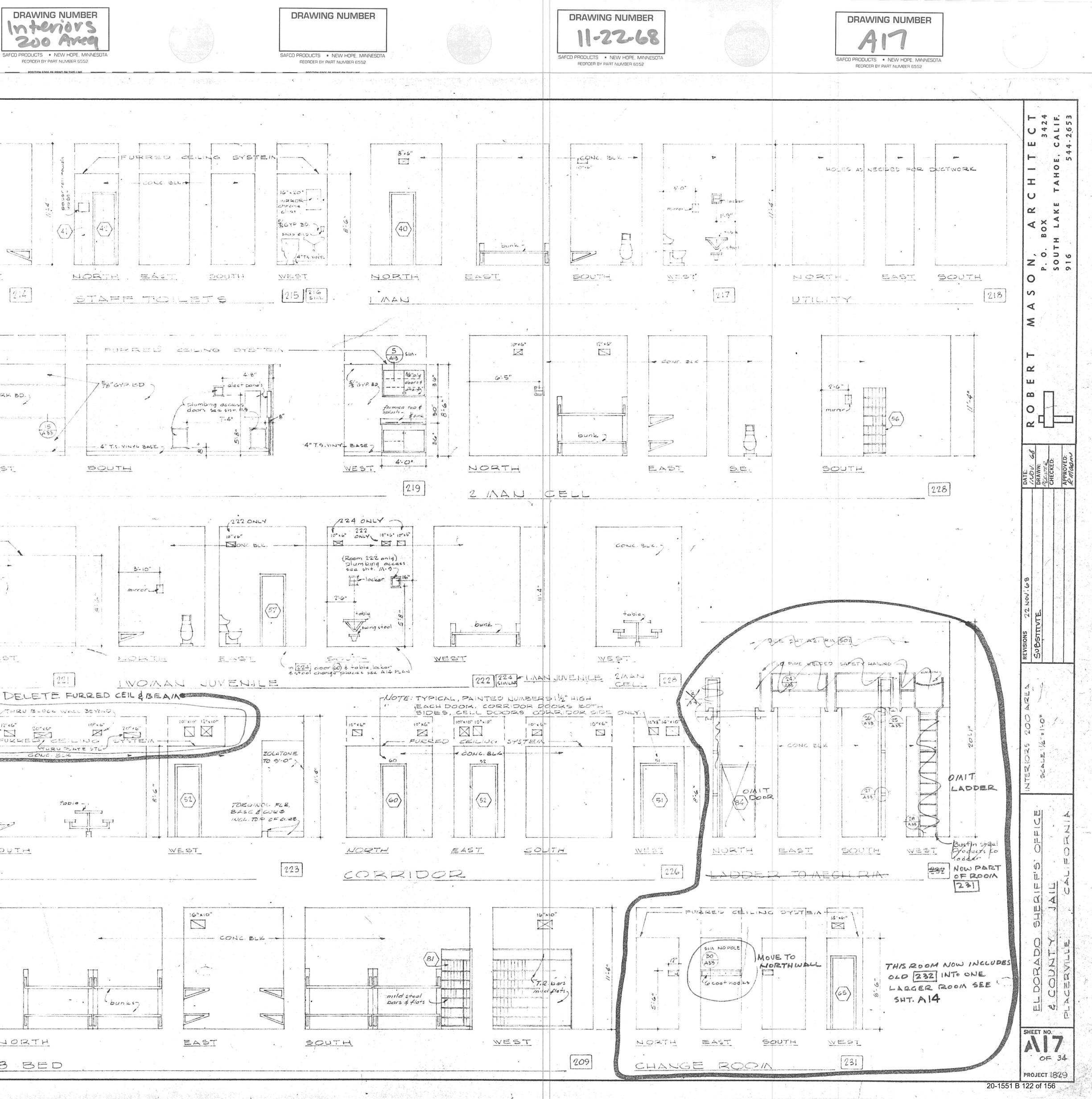


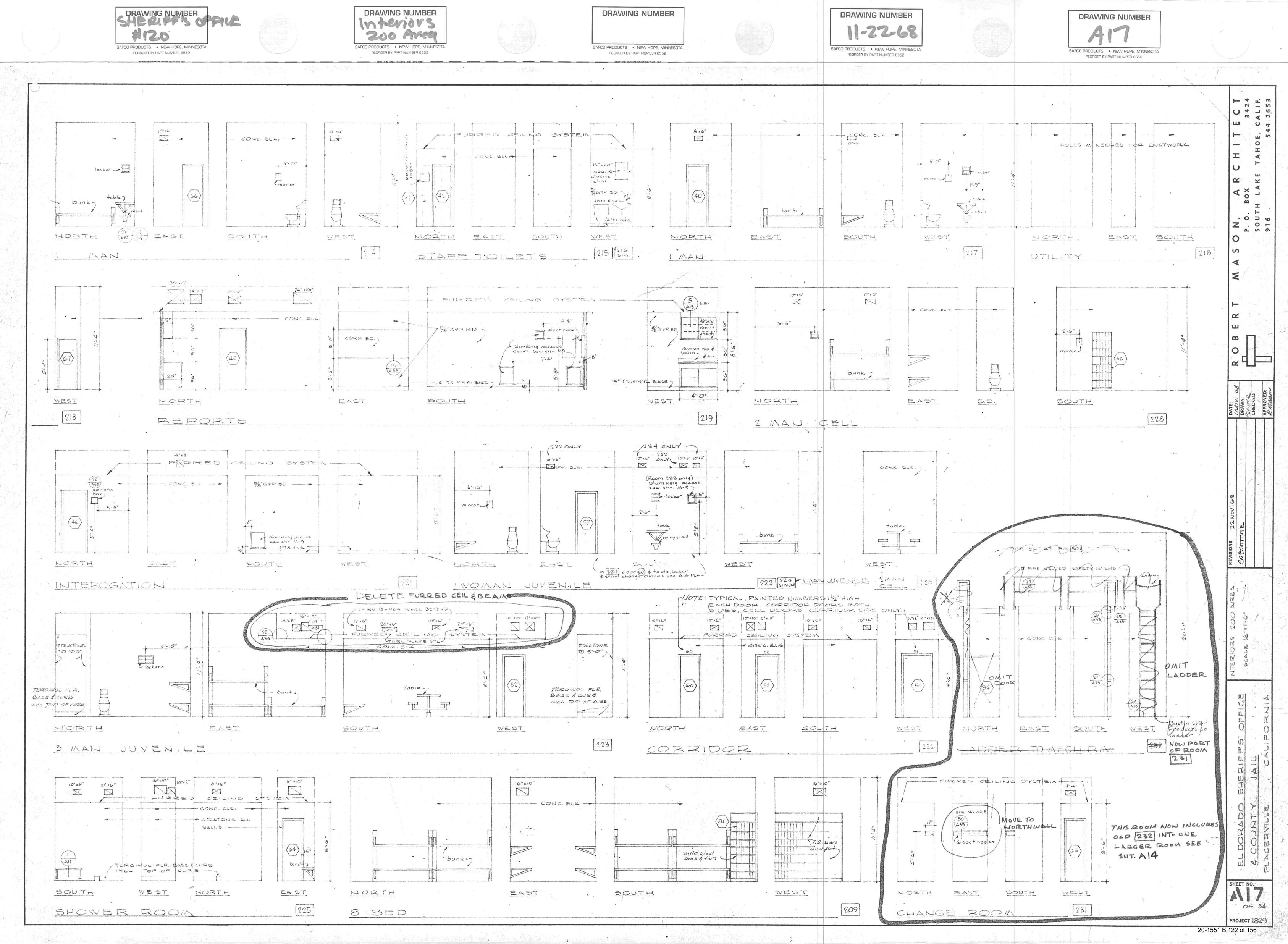




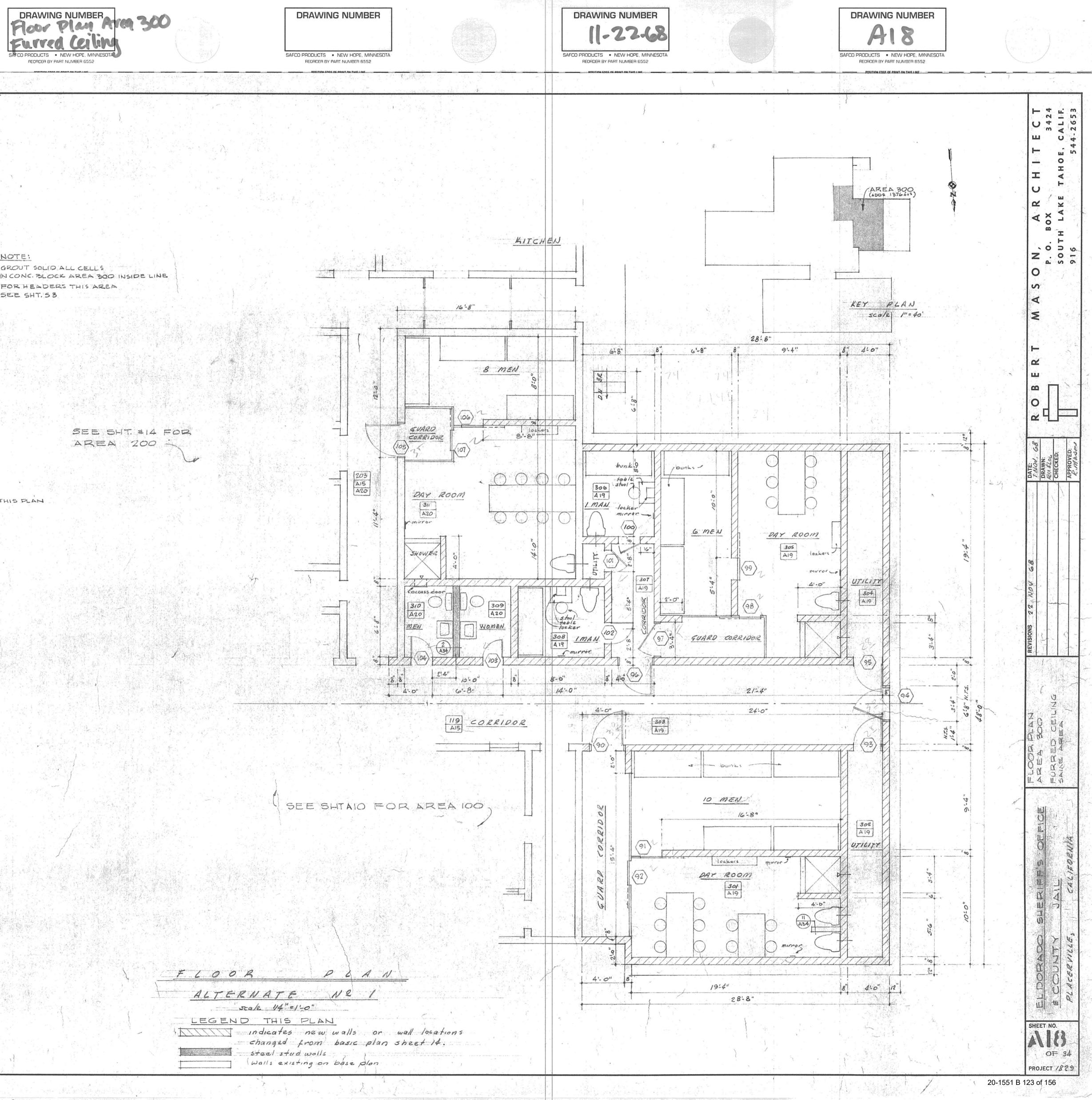
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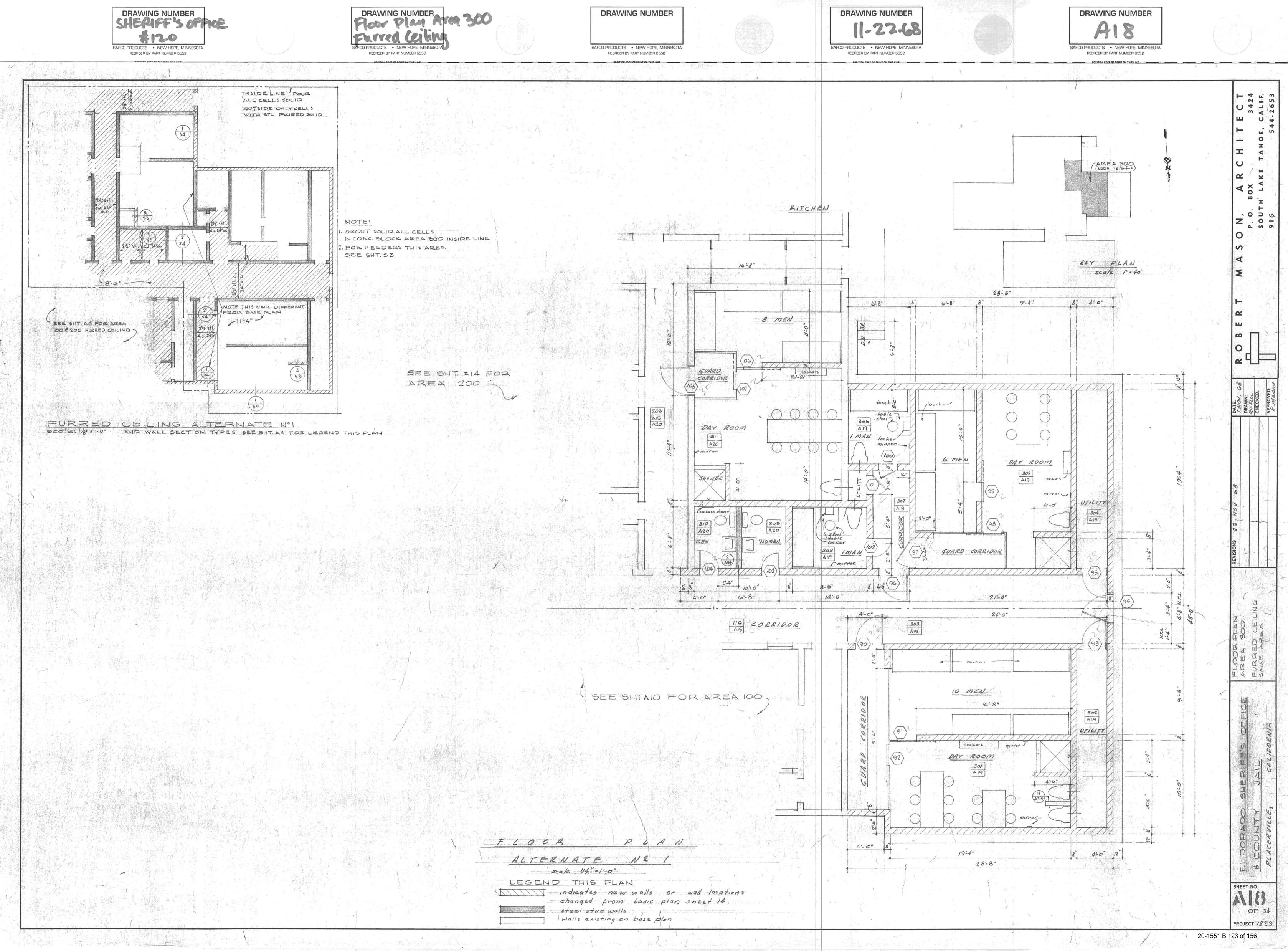
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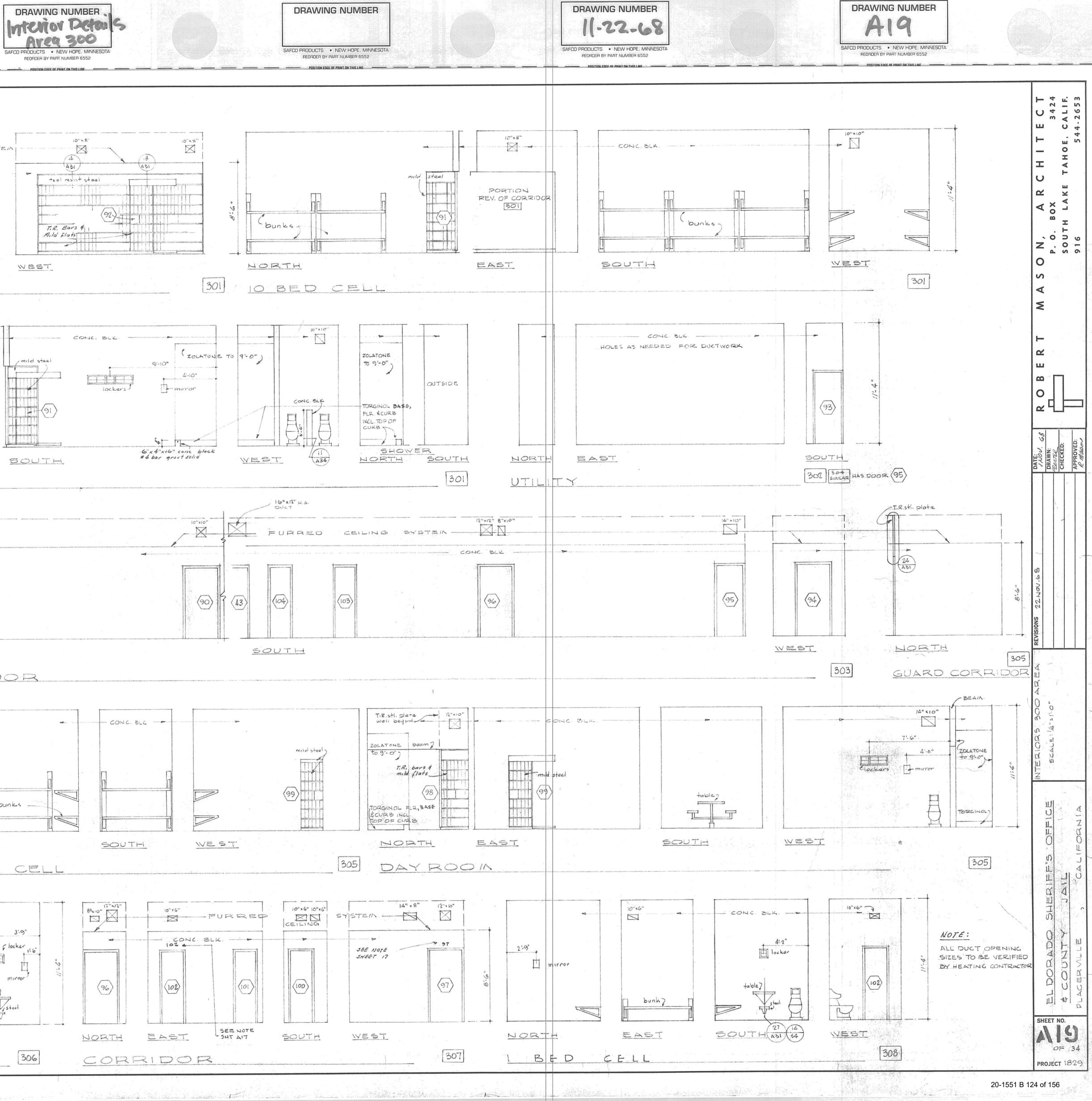


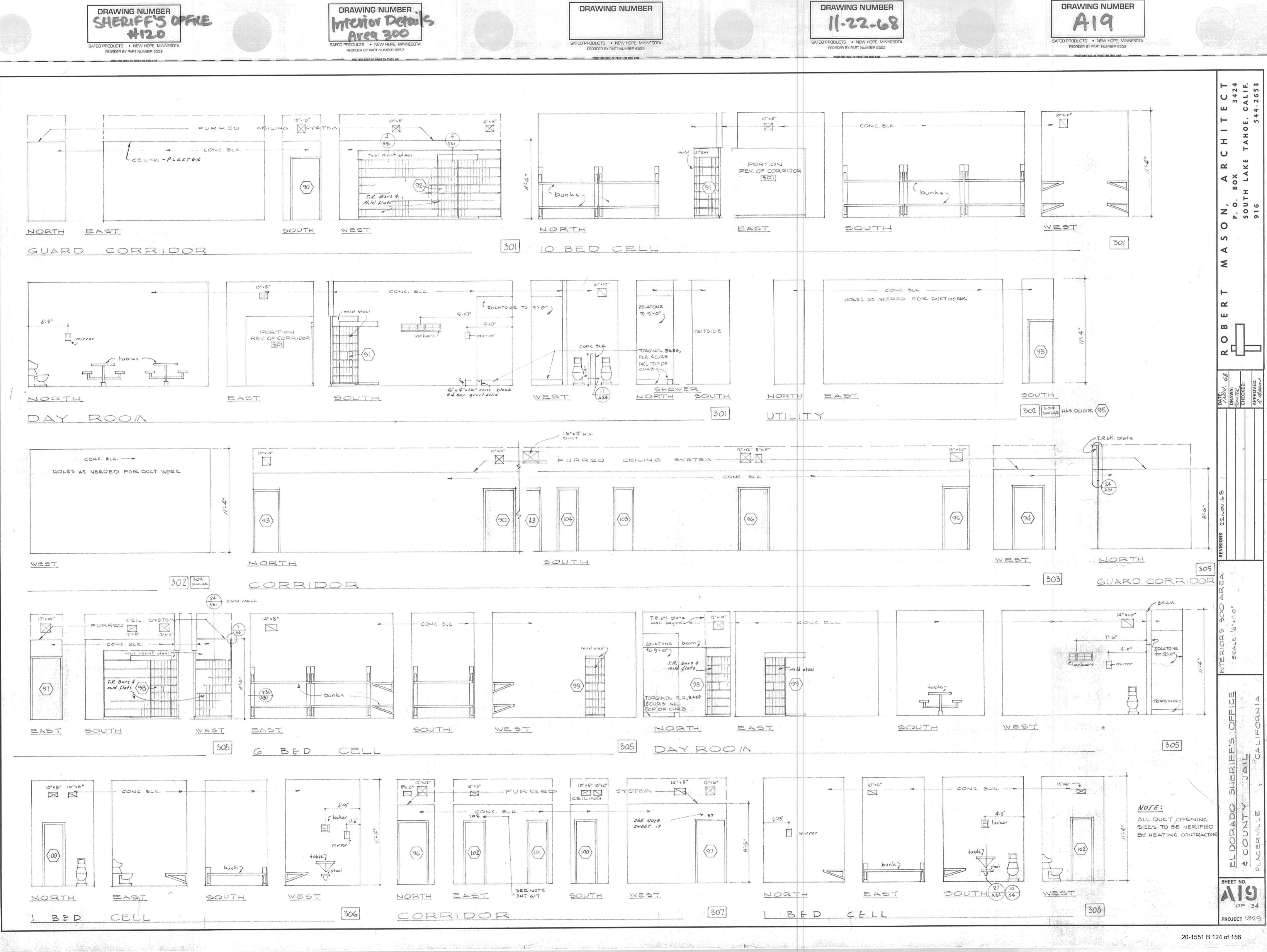








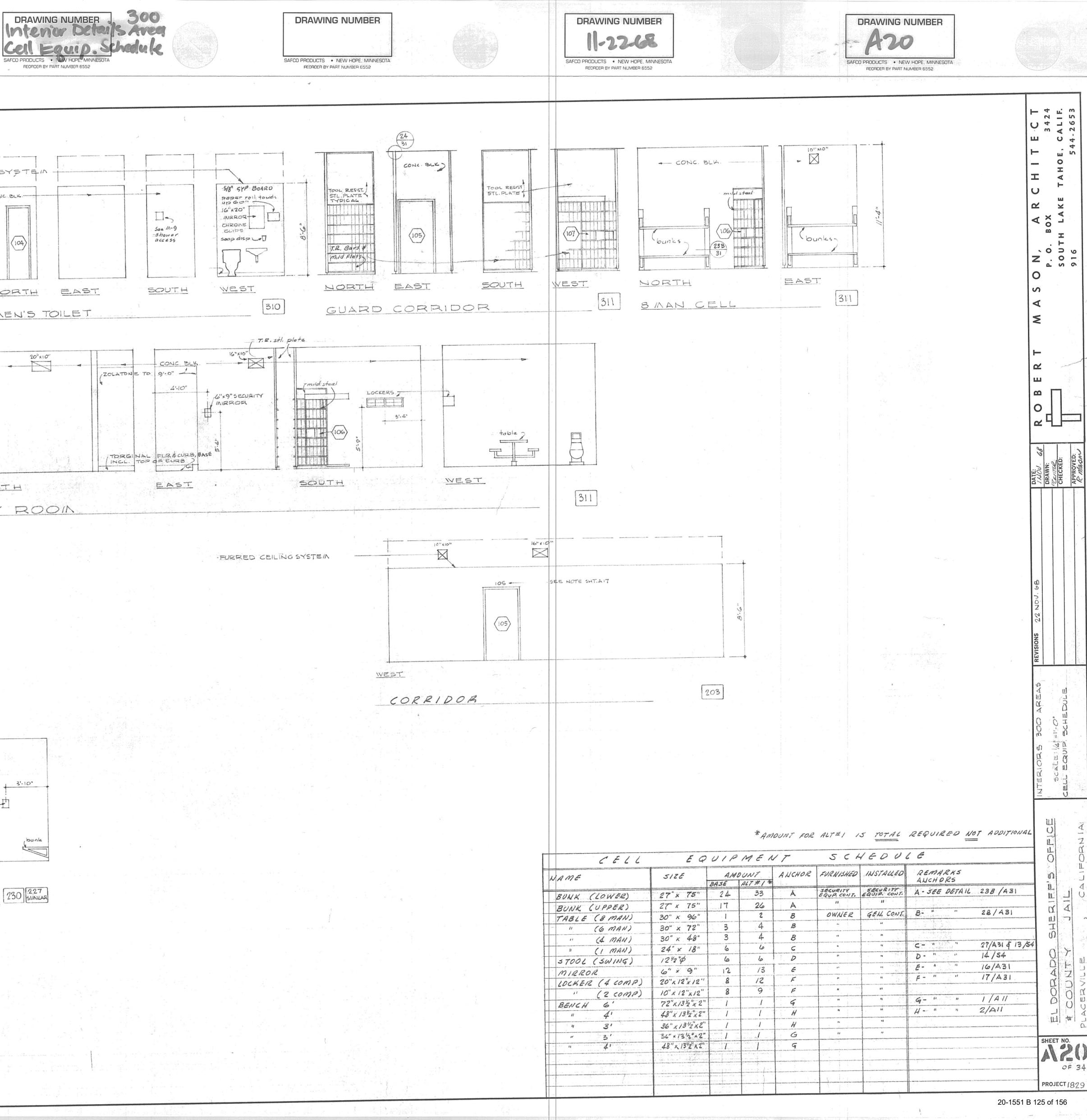


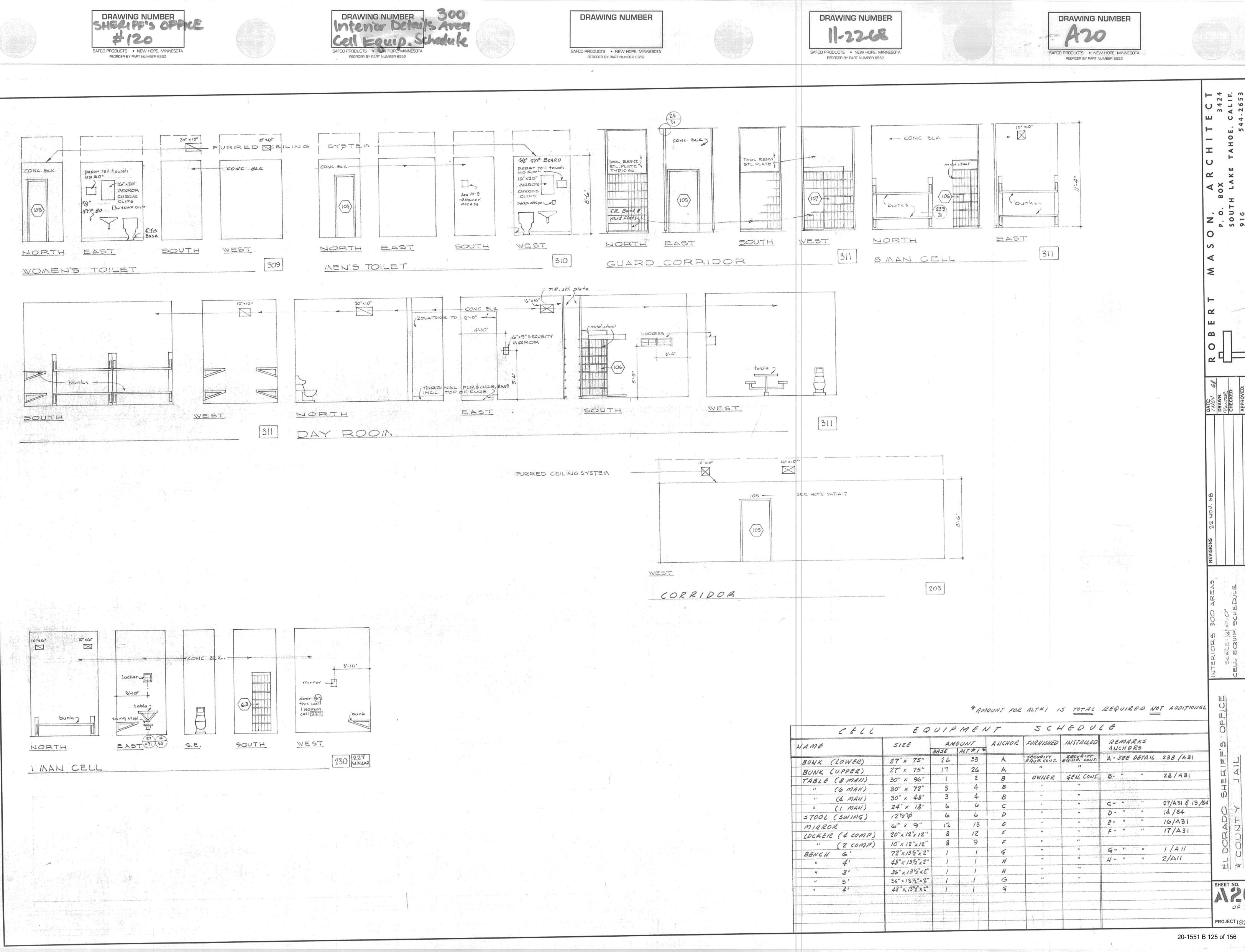


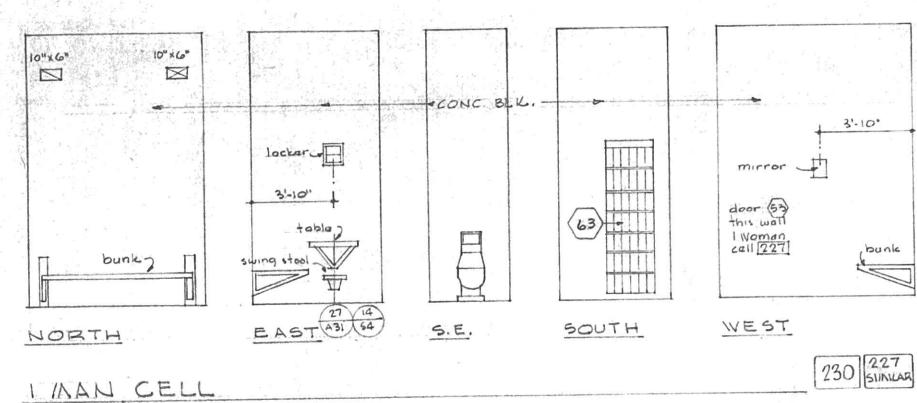




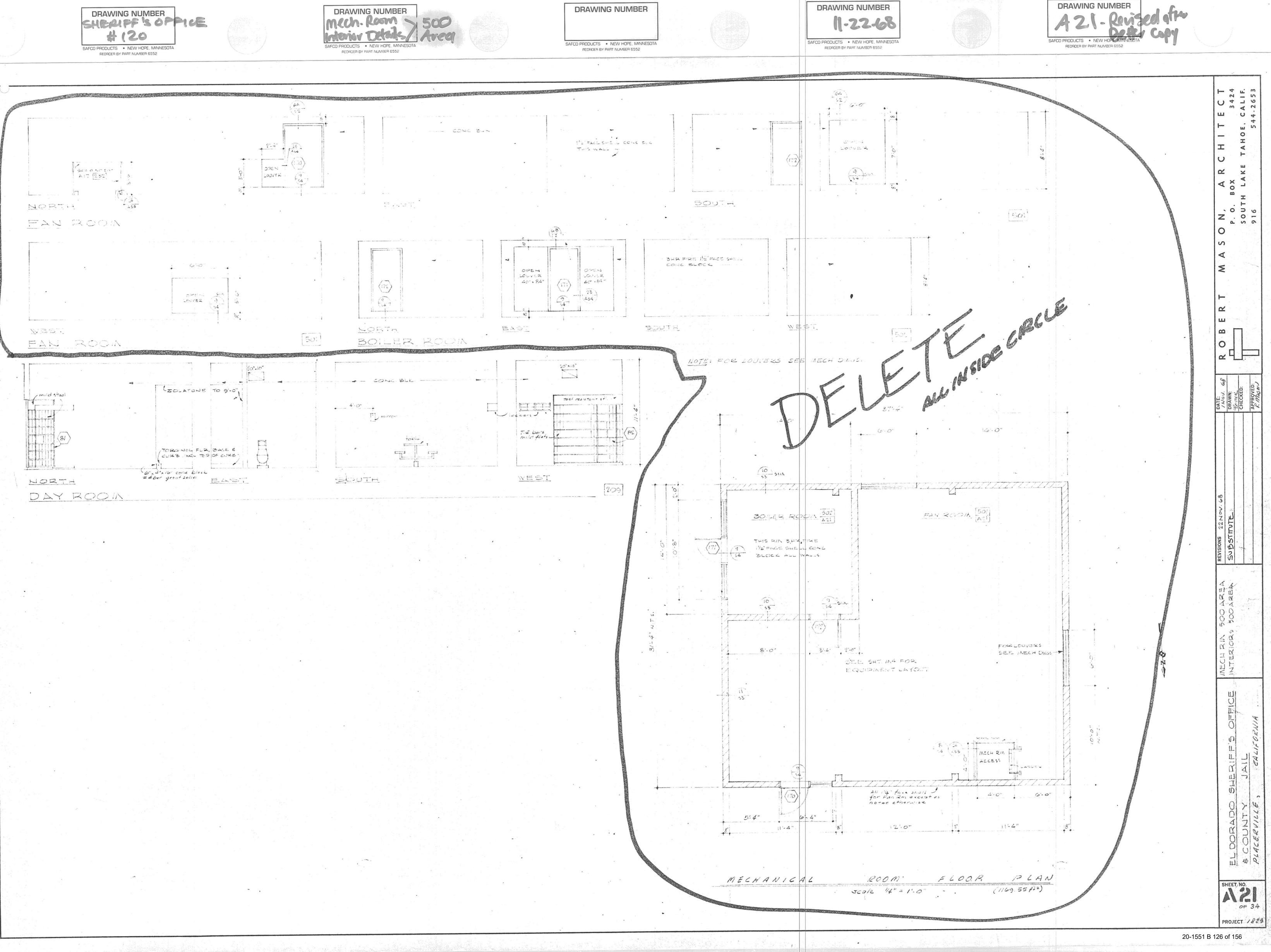


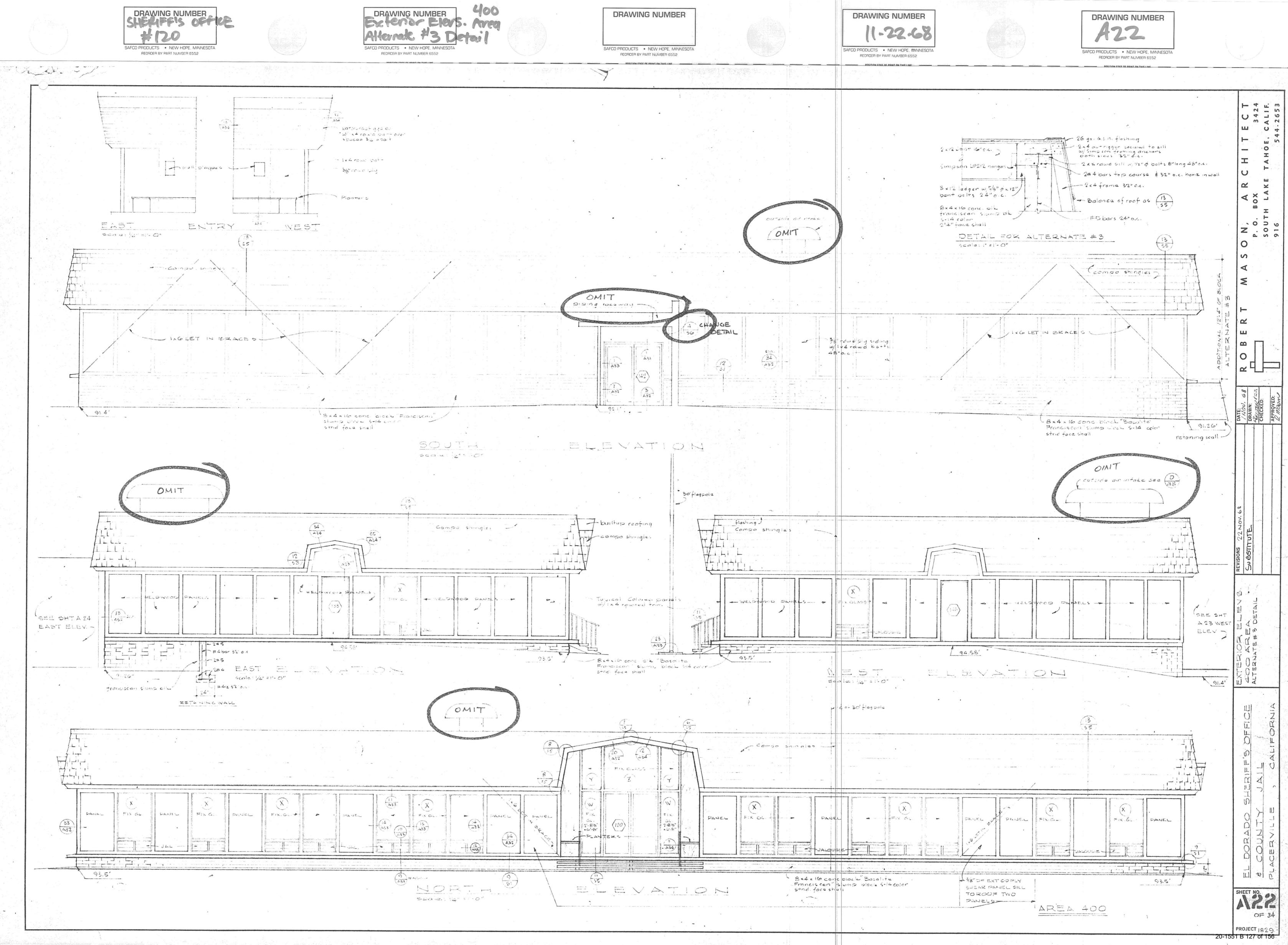


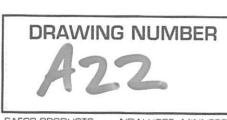


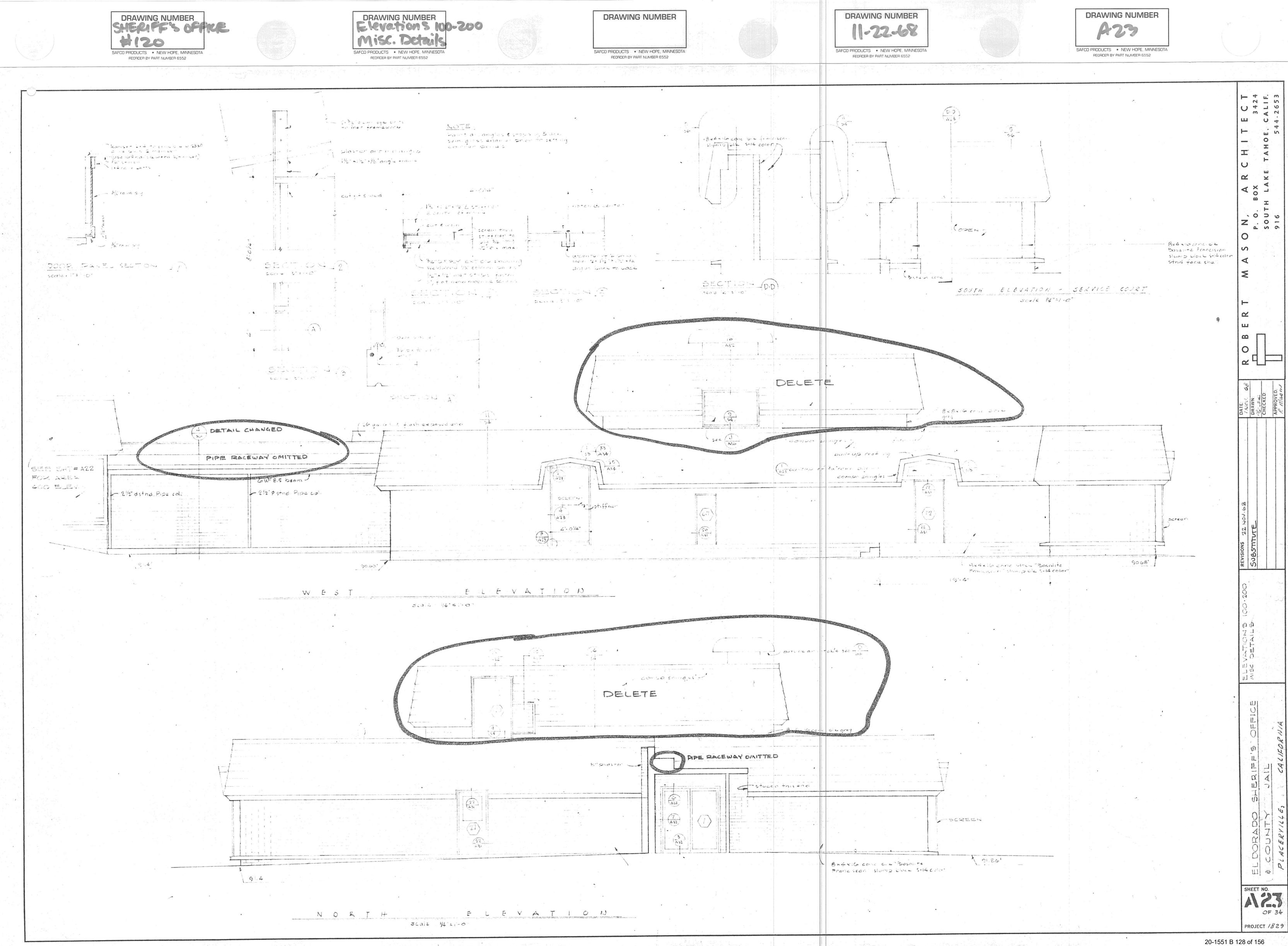


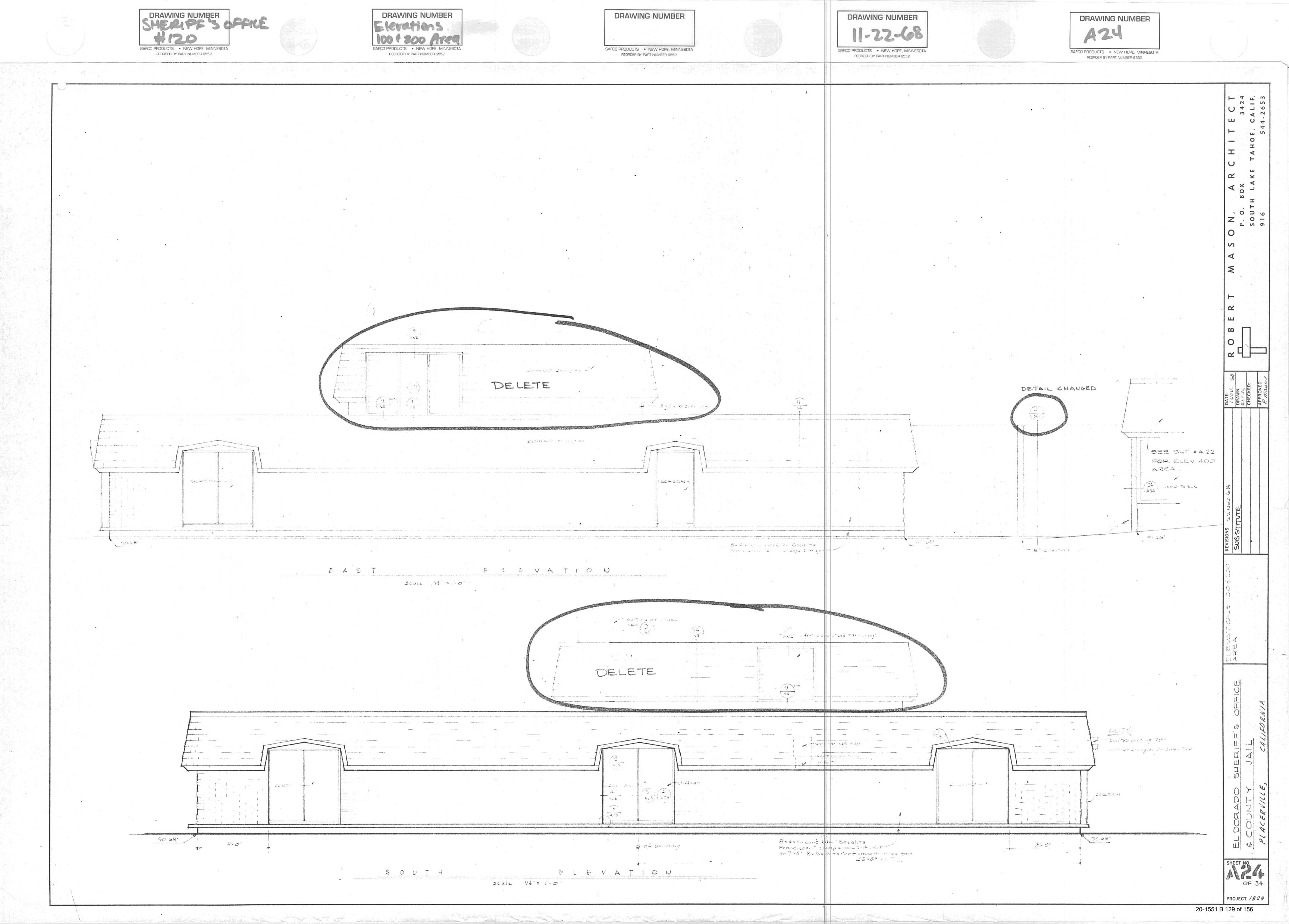
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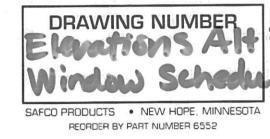


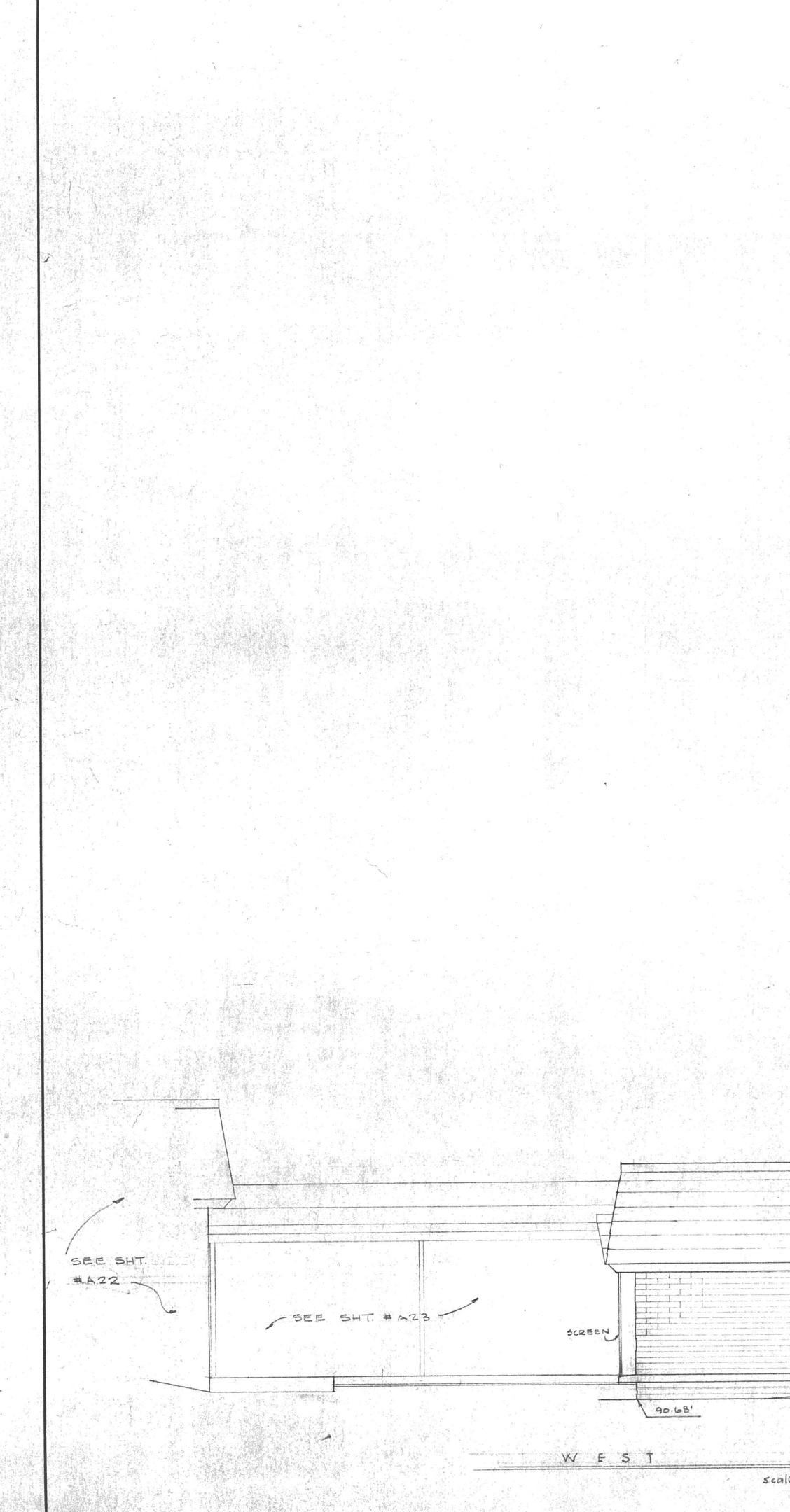


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## DRAWING NUMBER

SAFCO PRODUCTS • NEW HOPE, MINNESOTA REORDER BY PART NUMBER 6552



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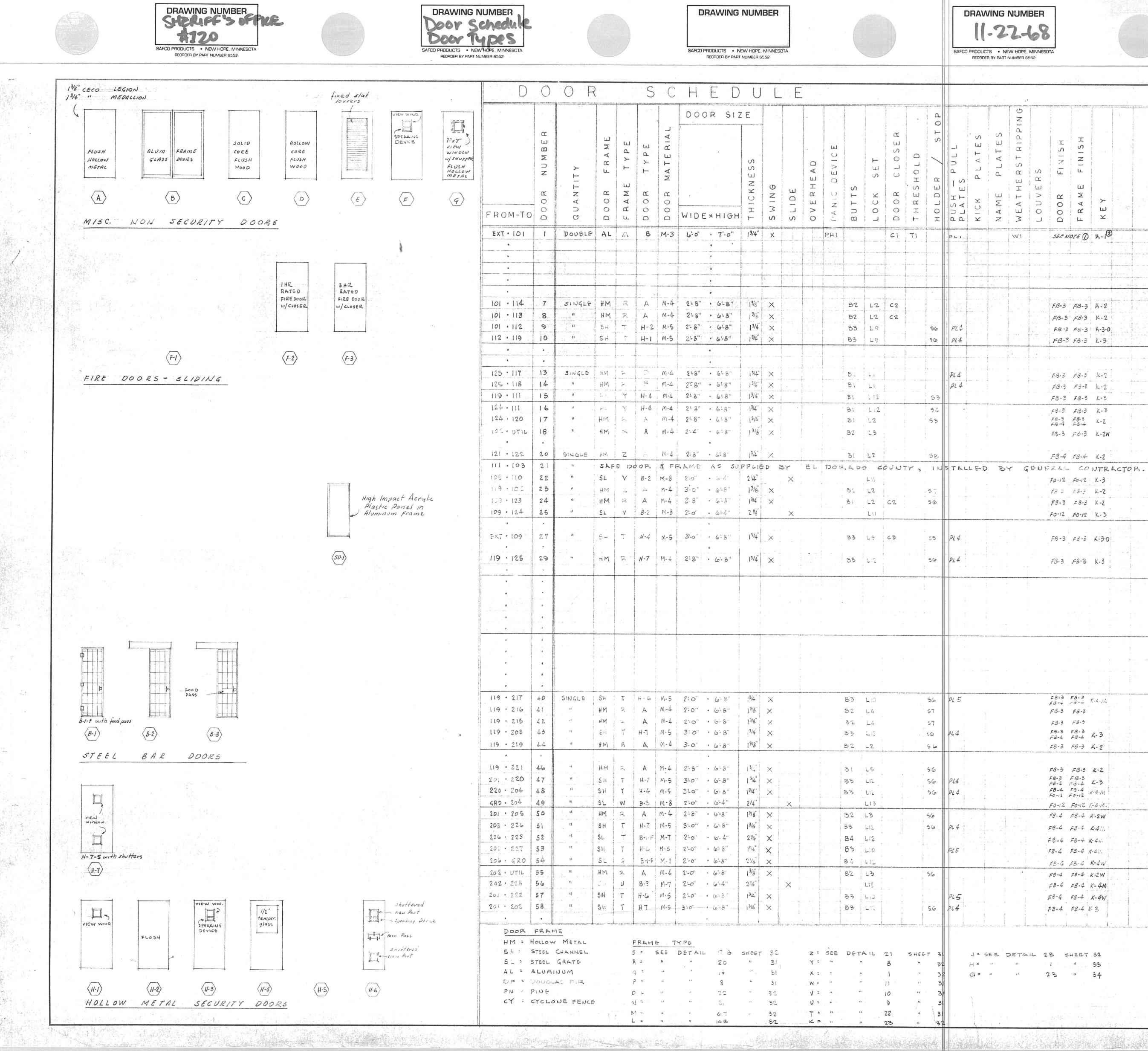






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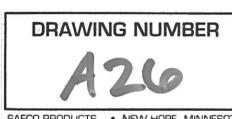
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SAFCO PRODUCTS . NEW HOPE, MINNESOTA REORDER BY PART NUMBER 6552



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SAFCO PRODUCTS . NEW HOPE, MINNESOTA REORDER BY PART NUMBER 6552

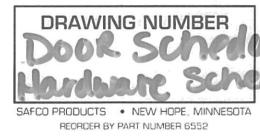
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## DRAWING NUMBER

SAFCO PRODUCTS • NEW HOPE, MINNESOTA REORDER BY PART NUMBER 6552





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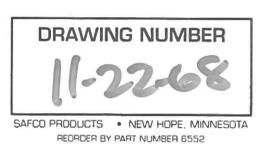
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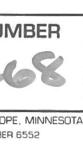


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SAFCO PRODUCTS . NEW HOPE, MINNESOTA REORDER BY PART NUMBER 6552







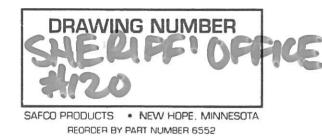
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SAFCO PRODUCTS • NEW HOPE, MINNESOTA REORDER BY PART NUMBER 6552

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SAFCO PRODUCTS • NEW HOPE, MINNESOTA REORDER BY PART NUMBER 6552

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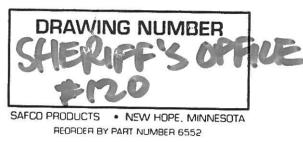


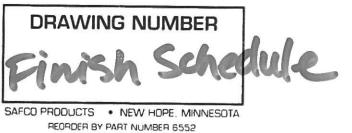
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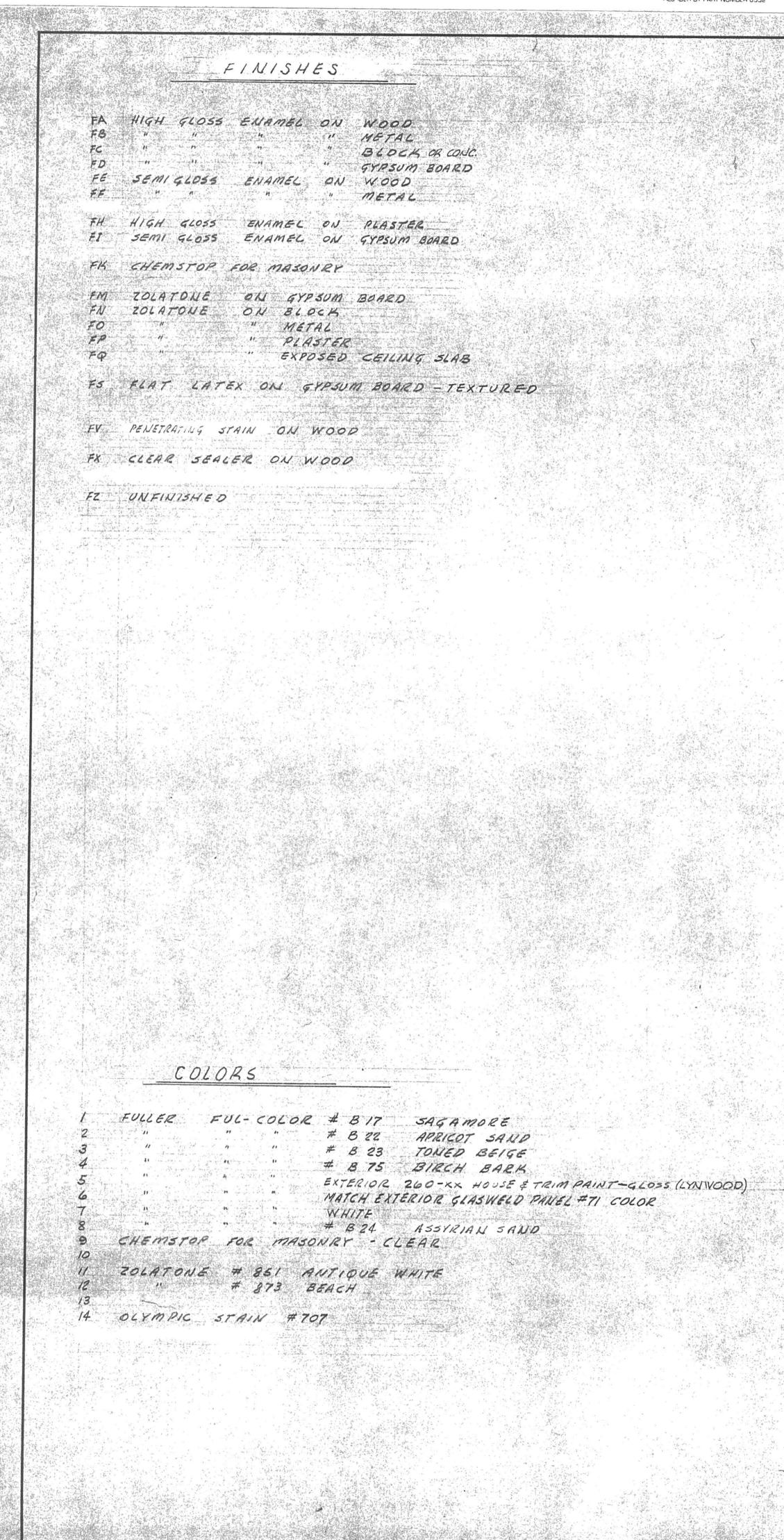


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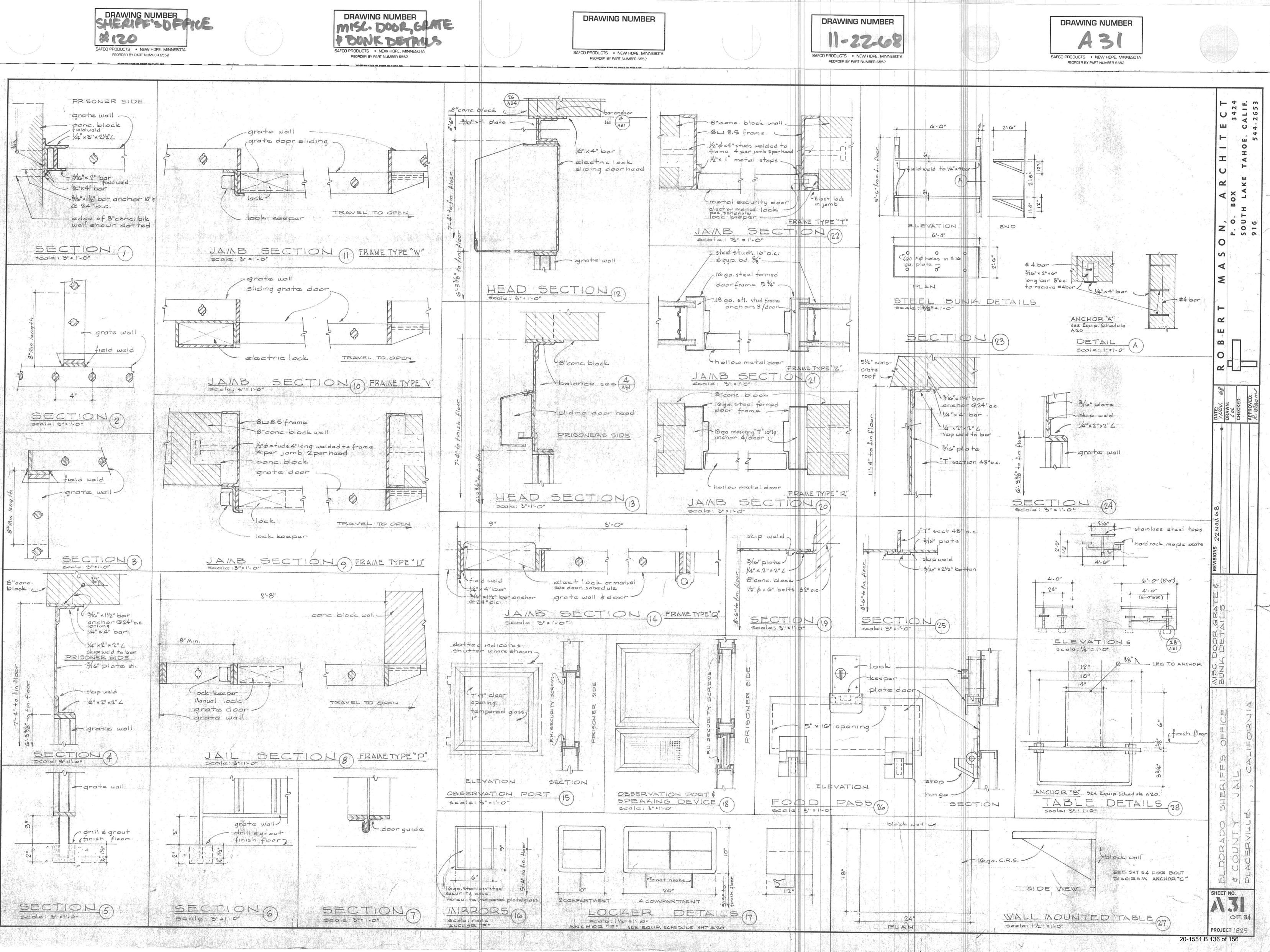
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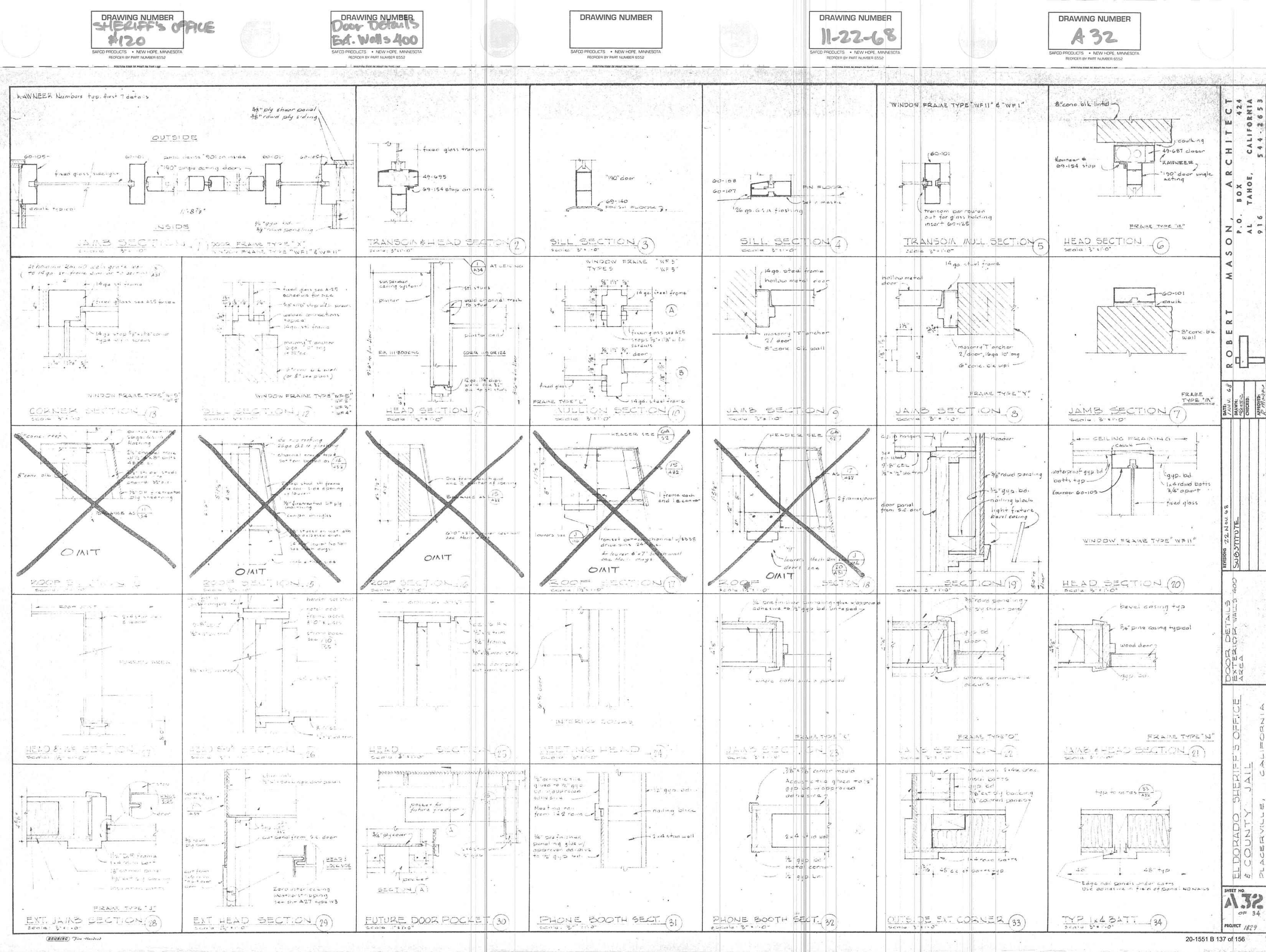
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FD """ GYPSUM BOARD FE SEMIGLOSS ENAMEL ON WOOD FE """ METAL	301 10 BED CELL 302 UTILITY			4 SHUIZ FC-4 FB-4 FB-4 FH-4 SHOWER
FH. HIGH GLOSS ENAMEL ON PLASTER	303 CORRIDOR 304 UTILITY	CT CB CB CB CB PL 8%"	FZ FZ FZ FZ FZ FC-3 FC-3 FC-3 FC-3 FZ FZ FZ FZ FZ FZ FZ	82 FH-3
ET SEMT GLOSS ENAMEL ON GYPSUM BOARD FK CHEMSTOP FOR MASONRY	305 6 BED CO 306 1 BED CEL	ELL CT CB CB CB CB CE 11-4" PL 8-6"	B FC-4 FC-4 FC-4 FC-4 FC-4	4 FN-12 FC-4 FB-4 FB-4 FH-4
FM ZOLATONE ON GYPSUM BOARD FN ZOLATONE ON BLOCK	307 CORRIDOR 308 1 BED CEU	CT CB CB CB CB PL 8-6" . CT CB CB CB CB CB CF 11-4"	F.C-4 F.C-4 F.C-4 F.C-4 F.C-4 F.C-4 F.C-4 F.C-4 F.C-4 F.C-4 F.C-4 F.C-4 F.C-4 F.C-4 F.C-4 F.C-4 F.C-4	2 //-4
FO "METAL FP " PLASTER	309 WOMENESTA 310 MEN-STAFF	FF CT VB CB GP CB CB PC 8'6" CT VB CB CB CB GP PC 8'6"	Argp FC-3 ED-3 FC-3 FC-3 11 EC-3 FC-3 FC-3 FD-3	F#-3
FQ "EXPOSED CEILING SLAB FS FLAT LATEX ON GYPSUM BOARD - TEXTURED	311 8 BED CELL	CT CB CB CB CE 11-4" SA BU"	73 FC-4 FC-4 FC-4 FC-4 FC-4	S#112 FC-4 FB-4 FB-4 FB-4
FV PENETRATING STAIN ON WOOD				
FX CLEAR SEALER ON WOOD				
FZ UNFINISHED				
	401 LOBBY 402 CORRIDOR 403 SECRETARY	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	FV-14 FV-14 FV-14 FV-14 FD-3 FD-3 FD-3 FD-3 FD-3	FJ-6 EV-14 F5-4
	404 CORONER 405 CIVIC	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	FS-3 FS-3 FS-3 FS-3 FS-3 FS-3 FS-3 FS-3	F5-4. FE-3 FE-3
	406 DETECTIVE 407 FILES	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	FS-3 FS-3 FS-3 FS-3 FS-3 FS-3 FS-3 FS-3 FS-3 FS-3	FS-4 FS-4 F6-3
	408 CIVIL - GENER 409 UNDER SHERIF	AL CP WB GP GP-CK GP GP GP 9:8"	FS-3 FS-3 FS-3 FS-3 FS-3	F5-4 F5-4 F5-4 F6-3
	410 RECEPTION 411 WOMEN'S LOCK		FS-1 FS-1 FS-1 FS-1 FS-1 FS-1 NIFRONT OF SHOWER FD-2 FD-2 FD-2 FD-2	F5-4 FD-2 FD-2 FA-2 FA-2 FA-2 FB
	412 MEN'S LOCKE 413 50020	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	FD-2 FD-2 FD-2 FD-2 FD-2 FJ-2 FJ-2 FJ-2 FJ-2	F0-2 FA-2 TB
	414 STORAGE 415 CENTREX 416 MECHANICAL	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	FS-3 FS-3 FS-3 FS-3 FS-3 FS-3 FS-3 FS-3	FS-3 SHELVES FA-3 FE-3
	416 MECHALICAL 417 JANITOR 418 COATS	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	F5-3 F5-3 F5-3 F5-3 F0-3 F0-3 F0-3 F0-3	75-3 FD-3 FD-3
	419 FILES 420 GENERAL OFFIC	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	FS-3 FS-3 FS-3 FS-3 FS-3 FS-3 FS-3 FS-3	F3-3 F3-4 F3-4
	421 REPORT 422 OFFICE	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	F5·3 F5·3 F5·3 F5·3 F5·3 F5·3 F5·3 F5·3 F0·3 F0·3 F0·3 F0·3	F5-4 F5-4 F5-4 F5-4
COLORS	423 DETECTIVE 424 "	$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	FD-3 FD-3 FD-3 FD-3 FD-3 FD-3 FD-3 FD-3	F5-4 FA-3
I FULLER FUL-COLOR # BIT SAGAMORE	425 HALL 426 DETECTIVE	CP WB GP GP GP GP GP GP 8'0" CP WB GP GP GP-CK GP GP 9:8°	FD 3 FD 3 FD 3 FD 3 FD-3 FD-3 FD-3 FD-3 FD-3	F3-4 FA-3 FA-3
3 " # B 22 APRICOT SAND 3 " # B 23 TONED BEIGE 4 " # B 75 BIRCH BARK	427 428 CAPTAIN	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	FD-3 FD-3 FD-3 FD-3 FD-3 FD-3 FD-3 FD-3	F5-4 F4-3
5 6 MATCH EXTERIOR GLASWELD PANEL #71 WHITE	429 OFFICE 430 " COLOR 431 SHERIEF	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	F0.3 FD-3 FD-3 FD-3 FD-3 FD-3 FD-3 FD-3 FD-3 FD-3 FD-3	
8 # B 24 ASSYRIAN SAND 9 CHEMSTOP FOR MASONRY - CLEAR	432 SECRETARY 433 MEN	$\begin{array}{cccccccccccccccccccccccccccccccccccc$		FS-4 FS-4 SHELVES STAIN TO MATCH PANELING
11 ZOLATONE # 851 ANTIQUE WHITE 12 # 873 BEACH	434 WOMEN 435 CORRIDOR	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	FD-2 FO-2 FD-2 FD-2 FD-2 FD-2 FD-2 FD-2 FD-3 FD-3 FD-3 FD-3	FD-2 FD-2
13 14 OLYMPIC STAIN #707				75.4
	501 FAN ROOM	CT CB CB CB CE 8:4"	INR RATED FK. 9 FKA FK-9 FK-9	FK-9
	502 BOILER ROOM	CT CB CB CB CB CE 8'-4"	3 HR RATED FK-9 FK-9 FK-9 FK-9	F#-9
$\gamma I \chi$				20-1551 1

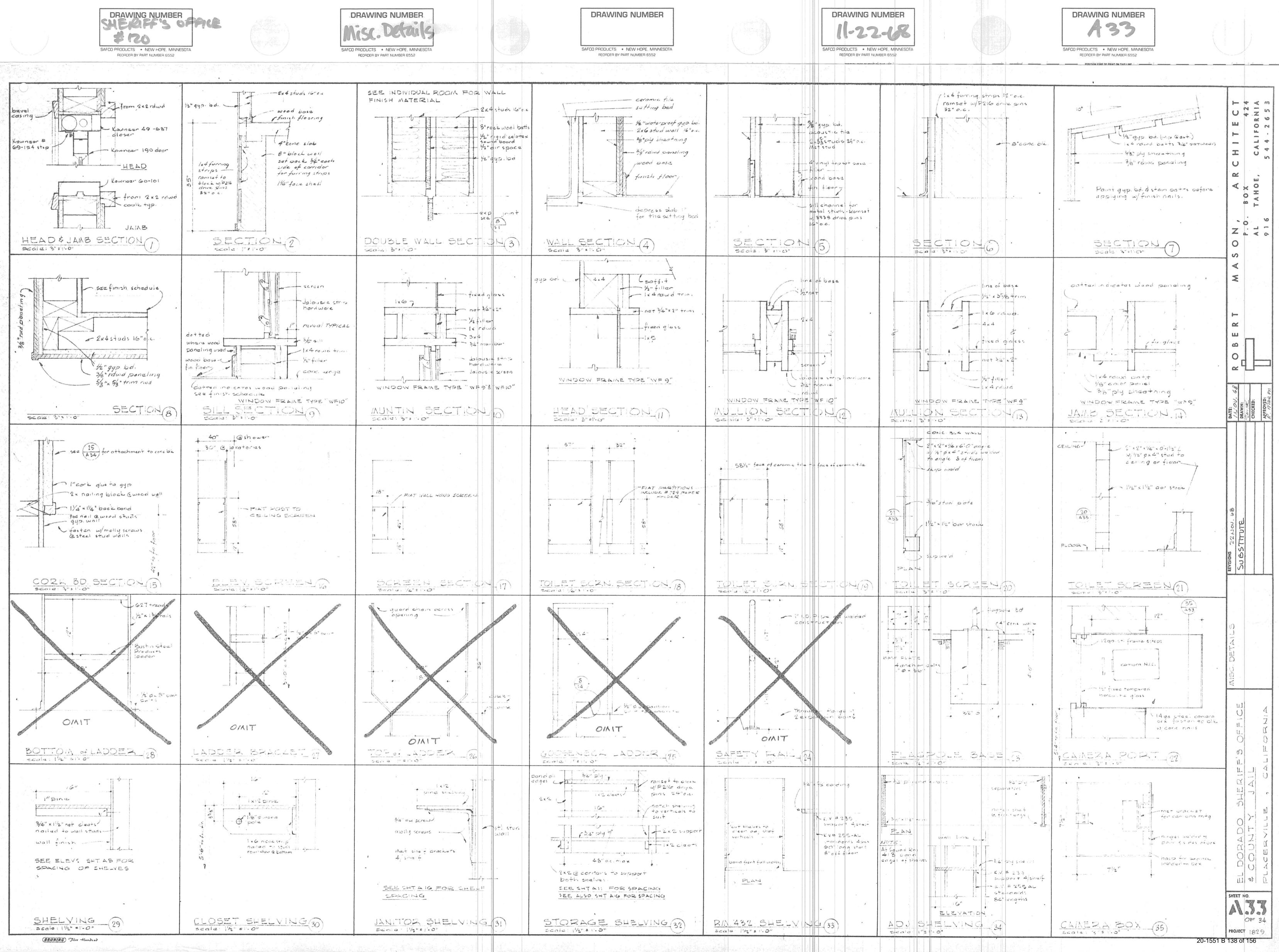


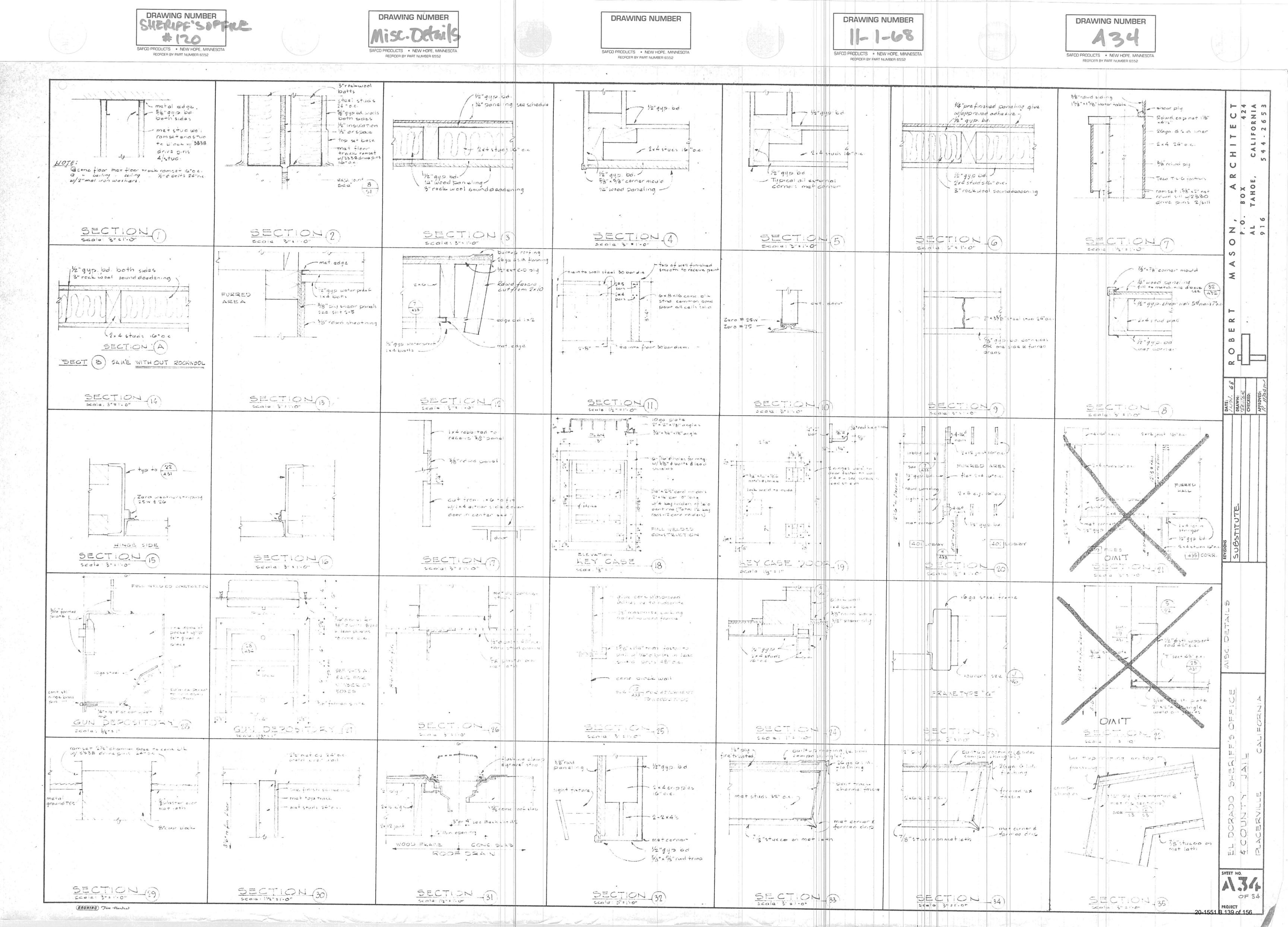


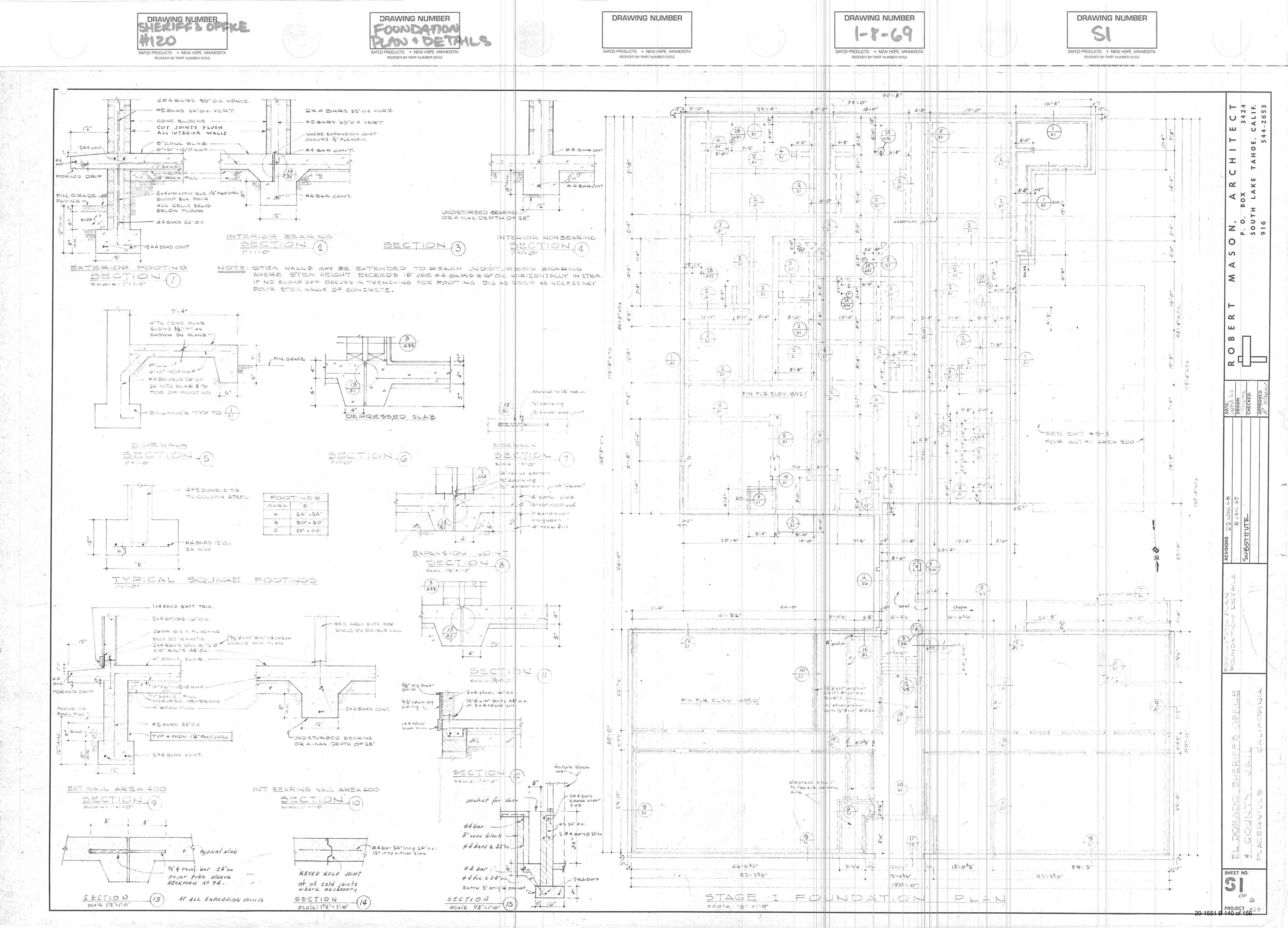
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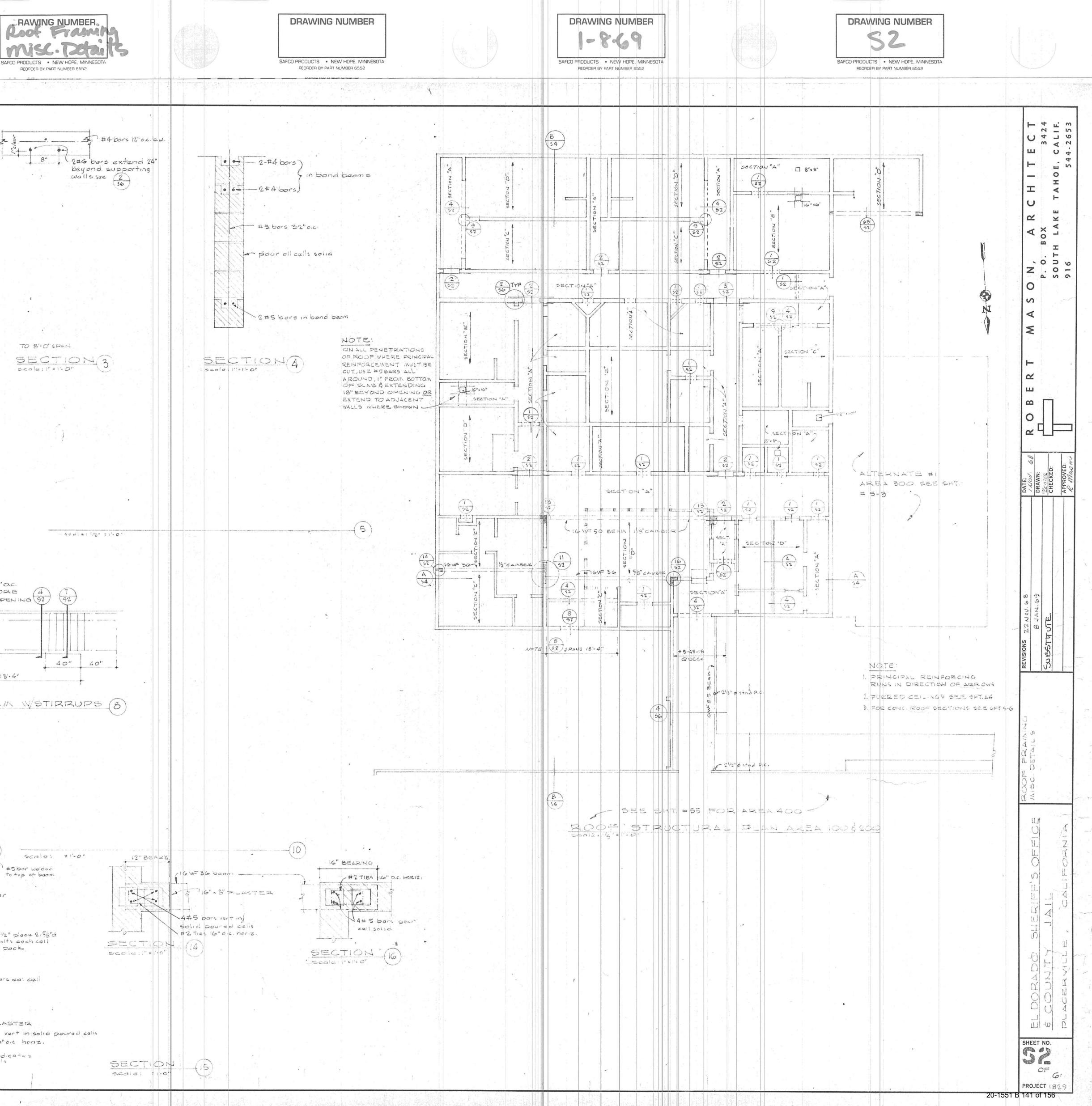


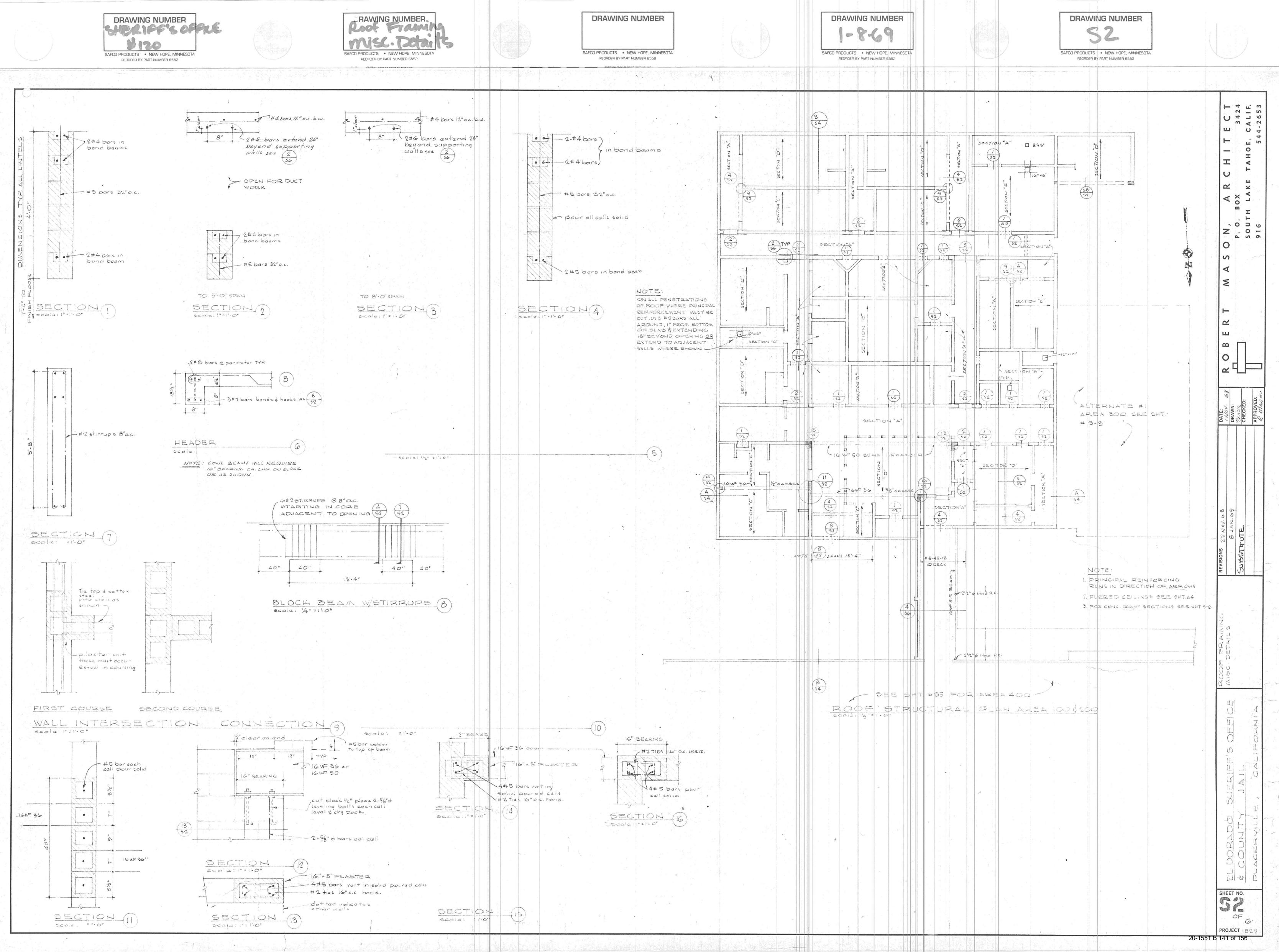


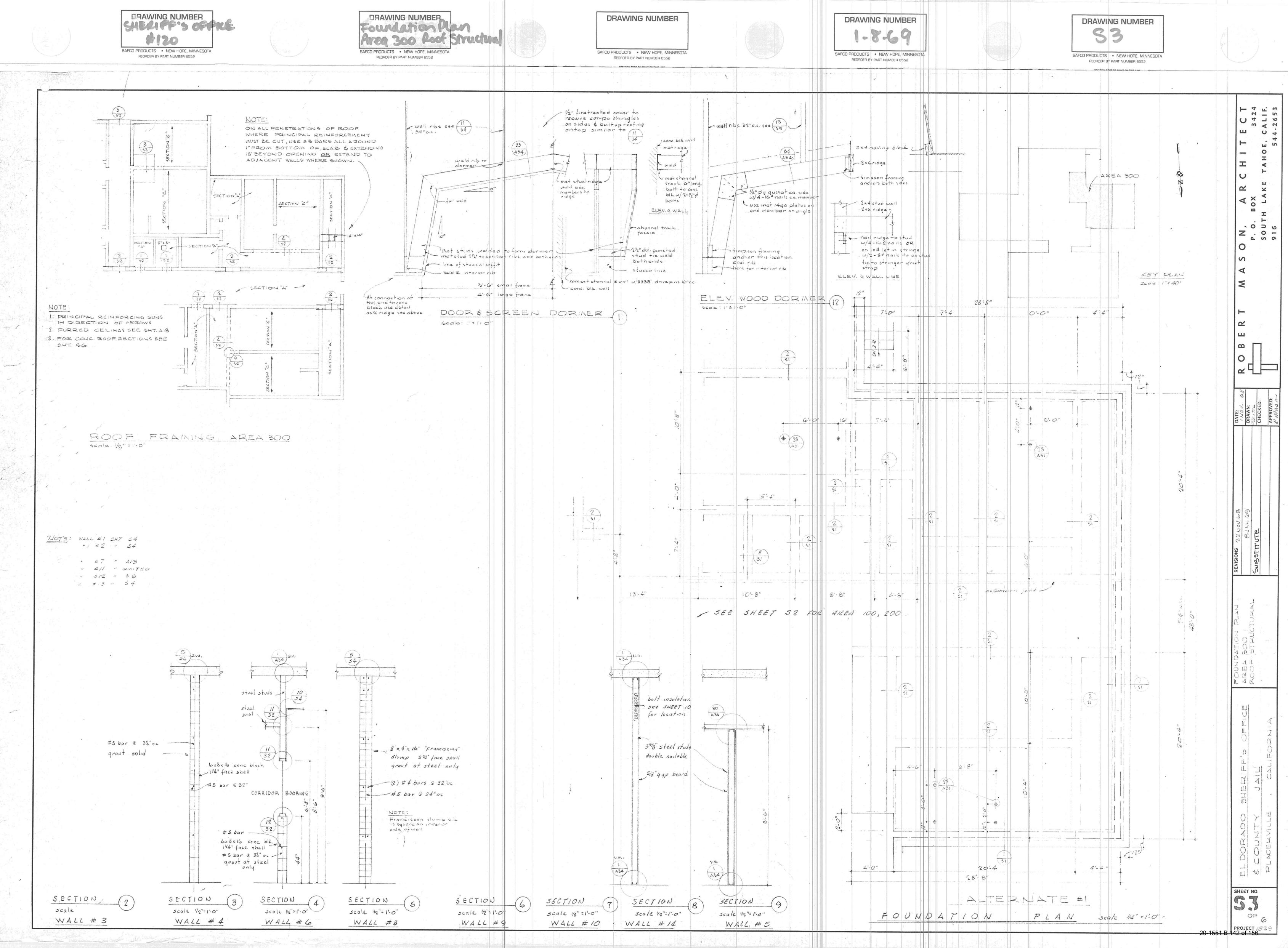


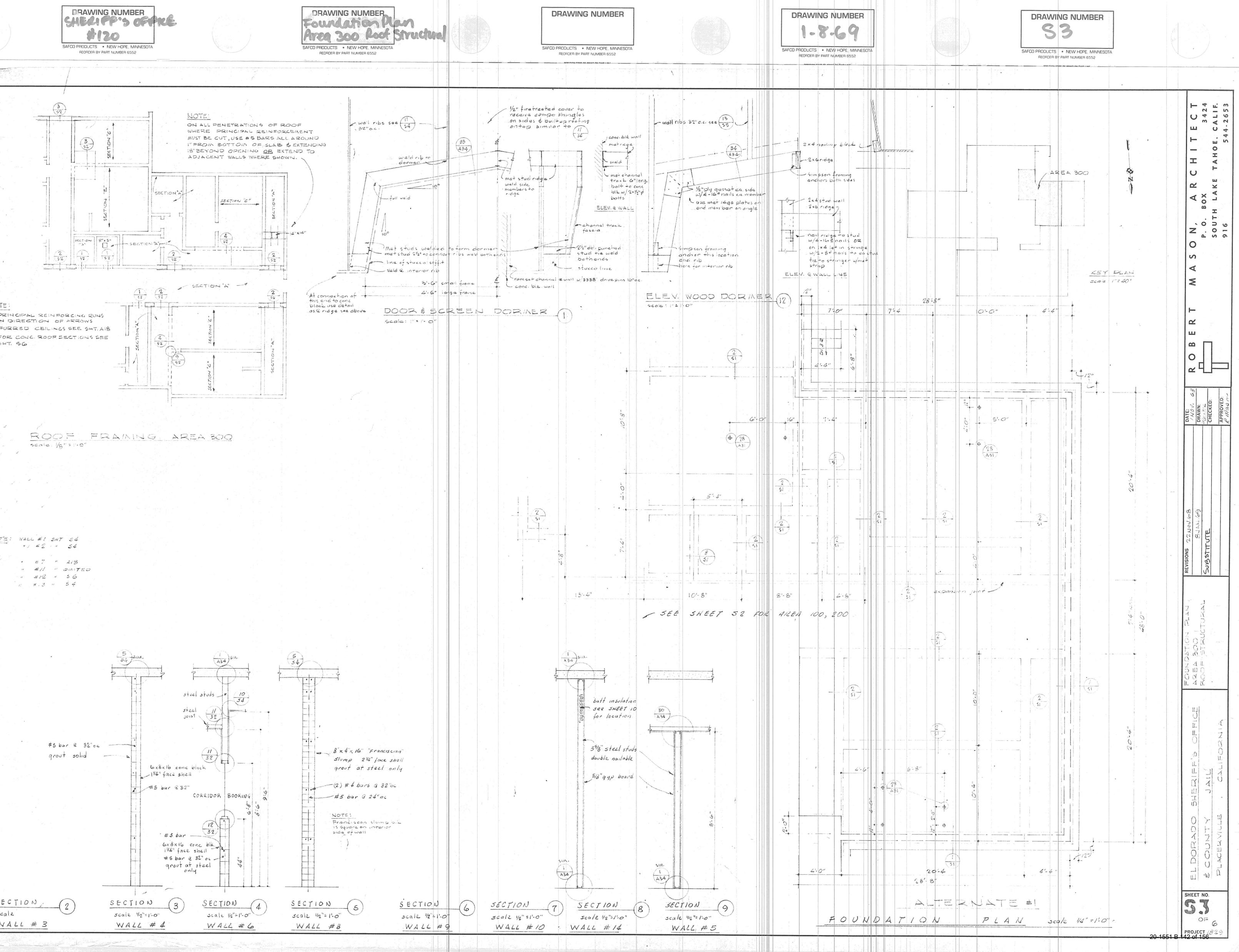
6120 SAFCO PRODUCTS . NEW HOPE, MINNESOTA





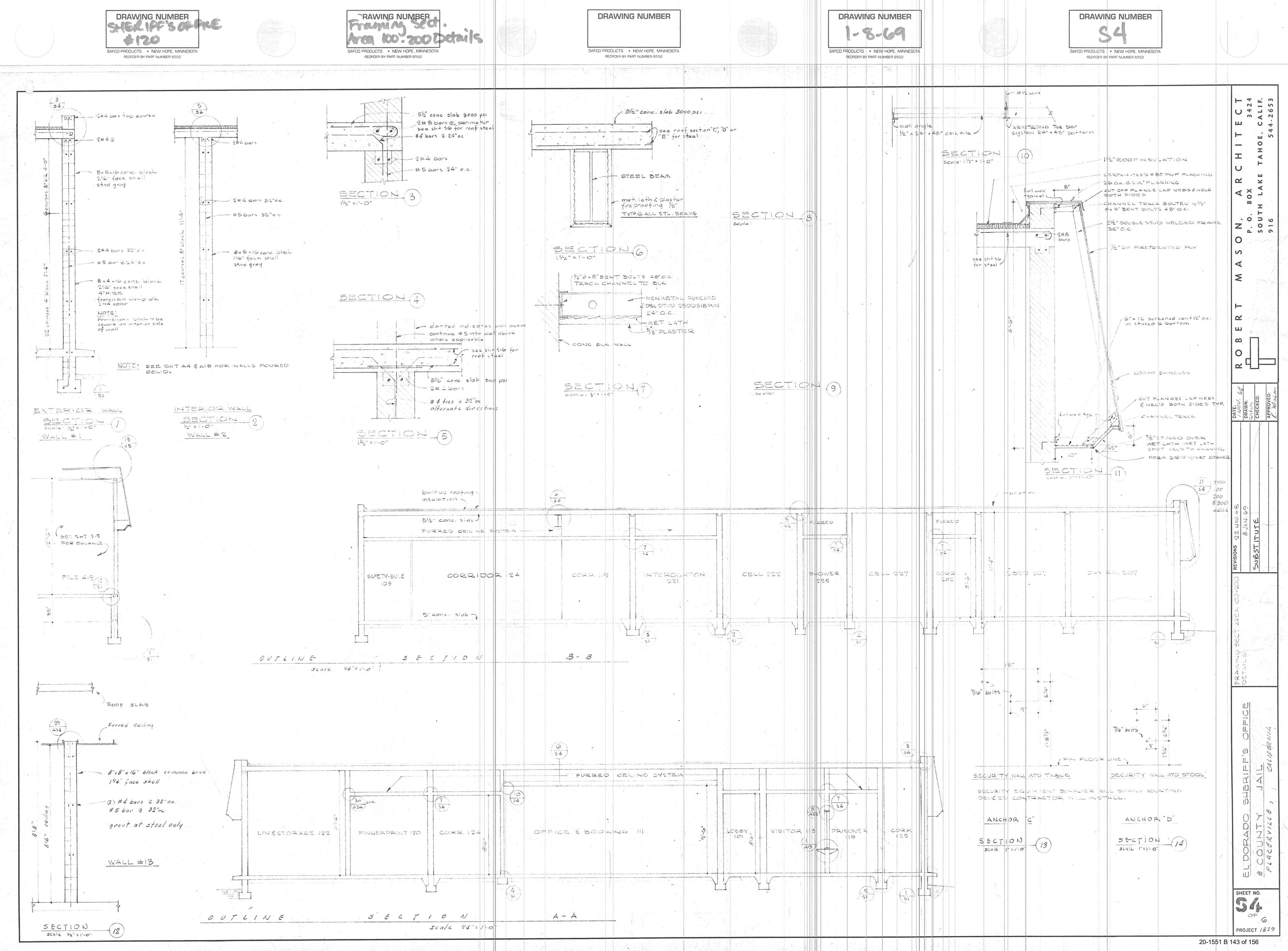


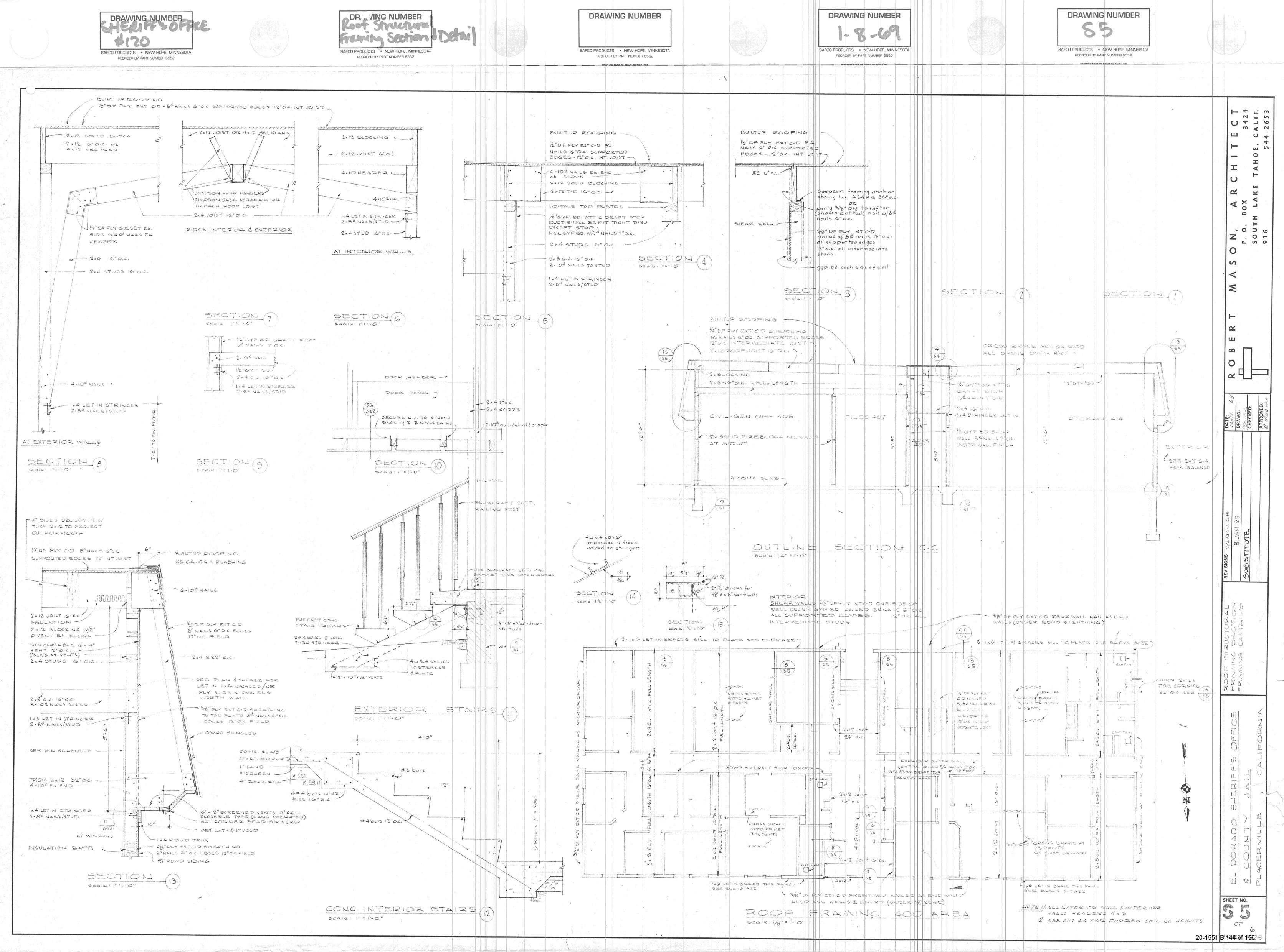


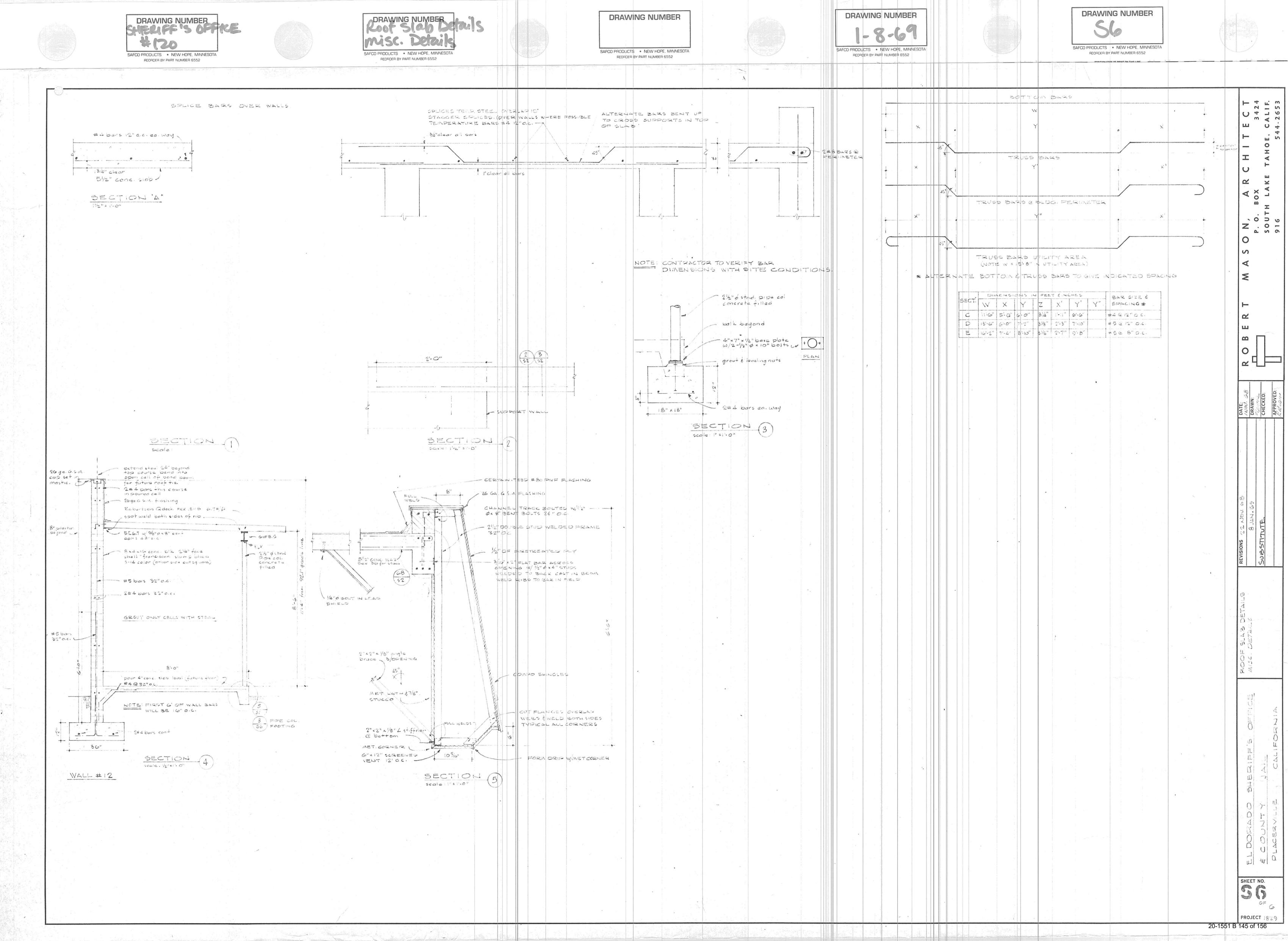


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## EXHIBIT C1 HAZMAT REPORT

Lead Building Inspection/Survey

### El Dorado County Sheriff's Department

*300 Fair Lane Placerville, CA 95667* 

Presented to:

Dan Evans Facilities Project Manager

County of El Dorado 3000 Fair lane Court, Suite 1 Placerville, CA 95667

Inspection Dates:

March 15 & 21, 2018 and February 26, 2020 March 12<sup>th</sup>, 2020

Conducted, Reviewed, and Submitted by:

Michael J. Lee Certified Lead Inspector/Assessor Registered Environmental Property Assessor <sup>and</sup> Roland Plumb Certified Lead Sampling Technician

### National Analytical Laboratories, Inc.

2201 Francisco Dr. Ste.140~261 El Dorado Hills, CA 95762 Office: (916) 361-0555 | Fax: (916) 361-0540 E-Mail: NAL1@NAL1.com | Web Page: www.NAL1.com

BID #21-968-011

Page 1 of 10

20-1551 B 146 of 156



September 02, 2020

Dan Evans Facilities Project Manager County of El Dorado 3000 Fairlane Court, Suite 1 Placerville, CA 95667

### RE: Combined Lead Building Inspection/Survey El Dorado County Sheriff's Department 300 Fair Lane Placerville, CA 95667

Dear Mr. Evans,

The following report is regarding the lead building inspections conducted at the above address over the last few years. **Of the twenty (20) suspected lead containing areas tested, seven (7) were found to contain Lead Containing Material (LCM) and Lead Based Paint (LBP)**. Michael J. Lee, Certified Lead Inspector/Assessor and Registered Environmental Property Assessor for National Analytical Laboratories, Inc. (N.A.L.), conducted the inspection on March 15<sup>th</sup> and 21<sup>st</sup>, 2018. Roland Plumb, Certified Asbestos Consultant for N.A.L. returned to site for additional sampling on February 26, 2020 and again on March 12, 2020.

## SUMMARY OF FINDINGS ~

Based on the Lead inspection and sample results, the Beige Enamel Overcoat, Beige, Brown-Cream, Brown-Red, Brown, Brown-White, Cream, Green-Cream, Yellow Painted surfaces, and Tan Ceramic Tile were found to contain LCM/LBP levels above the Cal-OSHA Limit of Detection.

## LEAD INSPECTION~

The lead suspect samples were collected according to the Housing Urban Development (HUD) Guidelines, the Environmental Protection Agency (EPA) and California Public Health Department (formally DHS), who regulate and require the abatement or in-place management of LCM/LBP hazards equal to or greater than 1.0 milligram per square centimeter (1.0 mg/cm2) of lead by XRF Analysis or more than 0.5% lead by weight by laboratory flame atomic absorption. The following regulation shall be adhered to because Cal-OSHA considers all surfaces to contain lead: OSHA's 29 CFR 1926.62, California Occupational Safety and Health Standard, Title 8 (Cal/OSHA 8 CCR 1532.1).

Breathe easy.....

Upon completion of the visual inspection, suspect painted finishes and/or materials were sampled for potential lead content, in accordance with EPA and Cal-OSHA protocol. They were labeled with a unique identification number and analyzed. EMSL Analytical, Inc. (EMSL) in Carle Place, New York, utilizing the SW-846-3050B\*/7000B method analyzed the suspect LCM samples. National Voluntary Laboratory Accreditation Program (NVLAP) Certification #101048~10 and California Environmental Laboratory Accreditation Program (CAELAP) Certification #2339, certifies EMSL. Accurate Analytical Testing LLC, located in Romulus, Minnesota is certified by AIHA LAP certification# 100986, They analyzed the additional bulk suspect lead samples utilizing EPA Method 7420 (EPA600R/R93/200).

Since the laboratory results are reported by weight percent, during the collection of the suspect LCM/LBP samples the paint must be removed down to, but not including, the bare substrate (wood, metal, etc.). Inclusion of the any amount of the substrate material in the paint sample will dilute the sample result(s).

Once the determination is made on where the LCM/LBP is located, the In-place Management or the Abatement of the LCM/LBP can commence. If the In-Place Management method is to be used, prior to the repainting of the effected surface areas, the loose flaky paint must be removed until the remaining paint adheres smoothly to the substrate. Once this task is completed, the surface area can be repainted without the possibility of paint being dislodged and falling to the floor or ground areas.

If the Abatement method of all surfaces is to be completed, then the debris and any loose flaky paint must be bagged, or burrito wrapped prior to the removal of the debris from the work area(s) and subsequently the site. Because the paint samples listed below were found to contain LCM/LBP, all areas where the LCM/LBP will be disturbed will require abatement, encapsulation, and/or prep work by a certified lead worker. The worker must be properly trained in accordance with Title 8 (Cal/OSHA 8 CCR 1532 (1) (2) and shall produce evidence that the worker is not being exposed above the Action Level (AL) and/or the Permissible Exposure Limit (PEL). If no current data is readily available for the worker(s), then the employer shall conclude that the worker is being exposed above the PEL. This SHALL trigger the employer to provide advanced training and certifications for the employees working with LCM.

Although not all the rooms or materials (non-suspect) were sampled, the like materials that were not tested will be treated as homogeneous and the materials will be treated as containing LCM/LBP throughout the site.

Sample ID#	Material	Location	Concentration % By Weight
300~1L	Beige Paint	Center Hallway North Side	0.11% - LCM
300~2L	Brown - Red Paint	Center Hallway - Metal Door Frame	0.17% - LCM
300~5L	Brown - Cream Paint	Old Jail - West Side Foyer Metal Door	0.16% - LCM
300~6L	Cream Paint	Old Jail - Cinder Block Walls	0.058% - LCM
300~7L	Cream Paint	Old Jail - Property Room at Hallway Plaster Ceiling	0.14% - LCM
300~8L	Green - Cream Paint	Old Jail - Property Room Cinder Block Walls	0.1% - LCM
300~13L	Yellow Paint	North Exterior - Dock	3% - LBP

The locations and results of the suspect samples found to be LCM/LBP are as follows:

**Combined Lead Building Inspection/Survey El Dorado County Sheriff's Department** 300 Fair Lane, Placerville, CA 95667 September 02, 2020 Page 4 of 5

Prior to the demolition work being completed and/or the transporting of the debris from the site, Health and Safety Code 25157.8 (AB 2784 National Resources) requires that all lead debris be sampled for Waste Characterization. This will assist the Contractor in deciding of whether the material is to be considered Hazardous or Non-Hazardous Lead waste or general construction debris. The sequence of testing to be completed by the Contractor is as follows:

- Total Threshold Limit concentration (TTLC) with a result of 50 mg/kg or more but less than 1,000 mg/kg of lead must be retested using the Soluble Threshold Limit concentration (STLC) method.
- A STLC result of 5.0 mg/L or greater is considered California Hazardous Waste.
- Total Characteristic Leaching Procedure (TCLP) testing shall only be accomplished when approved by the Owners Representative; This procedure shall be generally reserved for out-of-state shipments; and A TCLP result of 5.0 mg/L or more deems the waste Federal RCRA materials; and
- The California hazardous waste threshold for total lead using STLC is 5 mg/L and
- Lead paint that is intact on a surface does not permit the material to be classed as nonhazardous. Waste profiling shall be accomplished if the paint contains more than 350 ppm by Flame AAS. Exception: Metals that are coated with paint are to be recycled.

Sample ID#	Material	Location	Concentration % By Weight
300~3L	White Paint	Southeast Area, Men's Restroom ~ Wood Door Trim	<0.01%
300~4L	Cream Paint	Southeast Men's Restroom, Drywall Wall	<0.01%
300~9L	Beige Enamel Overcoat	Old Jail ~ South Center Foyer	<0.027%
300~10L	4" White Ceramic Tile	Old Jail ~ CSI Restroom Wall	<0.01%
300~11L	Tan Ceramic Tile	Southeast Area ~ Water Heater Room	<0.016%
300~12L	4" White Ceramic Tile	Southeast Area ~ Men's Locker Room, Rest Room	<0.01%
300~14L	Yellow Paint	Old Jail Exterior Yard, Cinder Block Wall	<0.01%
300~17L	Beige Paint	Exterior - South Wall	<0.01%
300~15L	Brown Paint	Exterior - Southeast Walkway ~ Wood Handrail	<0.013%
300~16L	Beige Paint	Exterior - North Wall Wood Trim	<0.016%
300~18L	Brown-White Paint	Roof, Metal Wall Cap System	<0.003%
300~19L	Brown-White Paint	Roof, North Area, Metal Flashing System	<0.0088%
300~20L	Brown Paint	Roof, Upper Area, Wood Fascia System	<0.025%

### These painted surfaces were found to be less than (<) Cal-OSHA's Limit of Detection:



**Combined Lead Building Inspection/Survey El Dorado County Sheriff's Department** 300 Fair Lane, Placerville, CA 95667 September 02, 2020 Page 5 of 5

## LEAD RECOMMENDATION ~

To stabilize the current lead conditions, N.A.L recommends Lead Certified CDPH Workers, conduct in-place management work, of the LCM/LBP surfaces scheduled for renovation/demolition. Once the abatement, in-place management, and/or prep work is completed and the areas are stabilized, the existing surfaces will be in good condition and not create a health or safety concern to the workers conducting the general construction work at the site. A Scope of Work and/or specifications should be utilized to conduct the lead work at the site.

Included at the end of this report are the laboratory analytical results, chain of custody form(s) and site map. If you have any questions regarding this report or if we can be of further assistance, please contact our office.

Conducted, reviewed, and submitted by:

Michael J. Lee Certified Lead Inspector/Assessor CDPH# 10531 Registered Environmental Property Assessor REPA# 716352750 Conducted by:

Ron Plumb Certified Lead Sampling Technician







Paula Lee

Ste. 140-261

2201 Francisco Dr.

El Dorado Hills, CA 95762

Attn:

Phone: Fax: Received: Collected:

(916) 361-0555

(916) 361-0540

3/20/2018

03/22/18 11:09 AM

EMSL Order: 061805039 CustomerID: NAL51 CustomerPO: ProjectID:

Project: El Dorado County Sheriff Department: 300 Fair Lane, Placerville, CA 95667

National Analytical Laboratories (NAL)

# Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B)\*

Client Sample De	escription Lab ID Collected Analyzed	Lead Concentration
300-1L	061805039-0001 3/20/2018 3/22/2018	0.11 % wt
	Site: Center Hallway North Side/Beige Paint	
300-2L	061805039-0002 3/20/2018 3/22/2018	0.17 % wt
	Site: Center Hallway - Metal Door Frame/Brown-Red Paint	
300-3L	061805039-0003 3/20/2018 3/22/2018	<0.011 % wt
	Site: Southeast Area, Men's Restroom - Wood Door Trim/White Paint	
300-4L	061805039-0004 3/20/2018 3/22/2018	<0.010 % wt
	Site: Southeast Men's Restroom, Drywall Wall/Cream Paint	
300-5L	061805039-0005 3/20/2018 3/22/2018	0.16 % wt
	Site: Old Jail - West Side Foyer Metal Door/Brown-Cream Paint	
300-6L	061805039-0006 3/20/2018 3/22/2018	0.058 % wt
	Site: Old Jail - Cinder Block Walls/Cream Paint	
300-7L	061805039-0007 3/20/2018 3/22/2018	0.14 % wt
	Site: Old Jail - Propert Room at Hallway Plaster Ceiling/Cream Paint	
300-8L	061805039-0008 3/20/2018 3/22/2018	0.10 % wt
	Site: Old Jail - Property Room Cinder Block Walls/Green-Cream Paint	
300-9L	061805039-0009 3/20/2018 3/22/2018	0.027 % wt
	Site: Old Jail - South Center Foyer/Beige Enamel Overcoat	
300-10L	061805039-0010 3/20/2018 3/22/2018	<0.010 % wt
	Site: Old Jail - CSI Restroom Wall/ 4" White Ceramic Tile	
300-11L	061805039-0011 3/20/2018 3/22/2018	0.016 % wt
	Site: Southeast Area - Water Heater Room/Tan Ceramic Tile	
300-12L	061805039-0012 3/20/2018 3/22/2018	<0.010 % wt
	Site: Southeast Area - Men's Locker Room, Rest Room/4" White Ceramic Tile	
300-13L	061805039-0013 3/20/2018 3/22/2018	3.0 % wt
	Site: North Exterior - Dock/Yellow Paint	
300-14L	061805039-0014 3/20/2018 3/22/2018	<0.010 % wt
	Site: Old Jail Exterior Yard, Cinder Block Wall/Yellow Paint	
300-15L	061805039-0015 3/20/2018 3/22/2018	<0.013 % wt
	Site: Exterior - Southeast Walkway - Wood Handrail/Brown Paint	

Michaeme Ama

Michelle McGowan, Laboratory Manager or other approved signatory

\*Analysis following Lead in Paint by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 0.010 % wt based on the minimum sample weight per our SOP. Unless noted, results in sample collection activities. Samples received in good condition unless otherwise noted. "<" (less than) result signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. The QC data associated with the sample results included in this report meet the recovery and precision requirements unless specifically indicated otherwise. Definitions of modifications are available upon request.

Samples analyzed by EMSL Analytical, Inc. Carle Place, NY Lab ID 102344 is accredited by the AIHA-LAP, LLC in the Environmental Lead accreditation program for Lead in Paint, CT PH-0249, NYS ELAP 11469

Initial report from 03/22/2018 17:21:12



# Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B)\*

Client Sample Description	ı Lab ID	Collected	Analyzed	Lead Concentration
300-16L	061805039-001	16 3/20/2018	3/22/2018	0.016 % wt
	Site: Exterior -	North Wall W	ood Trim/Beige Paint	
300-17L	061805039-001	17 3/20/2018	3/22/2018	<0.010 % wt
	Site: Exterior -	South Wall/B	eige Paint	

Michaeme Ana

Michelle McGowan, Laboratory Manager or other approved signatory

\*Analysis following Lead in Paint by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 0.010 % wt based on the minimum sample weight per our SOP. Unless noted, results in this report are not blank corrected. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities. Samples received in good condition unless otherwise noted. "<" (less than) result signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. The QC data associated with the sample results included in this report meet the recovery and precision requirements unless specifically indicated otherwise. Definitions of modifications are available upon request.

Samples analyzed by EMSL Analytical, Inc. Carle Place, NY Lab ID 102344 is accredited by the AIHA-LAP, LLC in the Environmental Lead accreditation program for Lead in Paint, CT PH-0249, NYS ELAP 11469

Initial report from 03/22/2018 17:21:12

Test Report ChmSnglePrm/nQC-7.32.3 Printed: 3/22/2018 5:21:12 PM

		λт		Page	1 of 1	
			NAL LOG-IN RECORD	Login #	39288	
•••	ENVIRONMENTAL TE:		Ph: 916.361.0555 Fx: 916.361.0540			
Natio	onal Analytical Lab	oratories, Inc.	Job Site/Job #:			
Client#-L	Lot# 40	17 / 105	El Dorado County Sheriff Department:	Date	3/21/2018	3
County o	of El Dorado		300 Fair Lane	Sampling Date:	3/20/2018	3
Phone N	lumber		Placerville, CA 95667	Sampling Time	3:00:00 A	M
FAX Nun	nber			Type Of Work:	Lead BI	Y
Contact				No. of Samples	17	
E-Mail A	ddress			Turnaround:	6 hours	Ś
Num.	Sample ID#	Location/Desc	ription			
1	300-1L	Center Hallway	North Side \ Beige Paint			
h						

2	300-2L	Center Hallway - Metal Door Frame \ Brown - Red Paint
3	300-3L	Southeast Area, Men's Restroom - Wood Door Trim \ White Paint
4	300-4L	Southeast Men's Restroom, Drywall Wall \ Cream Paint
5	300-5L	Old Jail - West Side Foyer Metal Door \ Brown - Cream Paint $\nabla$
6	300-6L	Old Jail - Cinder Block Walls \ Cream Paint
7	300-7L	Old Jail - Property Room at Hallwway Plaster Ceiling \ Cream Paint
8	300-8L	Old Jail - Property Room Cinder Block Walls \ Green- Cream Pain
9	300-9L	Old Jail - South Center Foyer \ Beige Enamel Overcoat
10	300-10L	Old Jail - CSI Restrooom Wall \ 4" White Ceramic Tile
11	300-11L	Southeast Area - Water Heater Room \ Tan Ceramic Tile
12	300-12L	Southeast Area - Men's Locker Room, Rest Room \ 4" White Ceramic Tile
13	300-13L	North Exterior - Dock \ Yellow Paint
14	300-14L	Old Jail Exterior Yard, Cinder Block Wall \ Yellow Paint
15	300-15L	Exterior - Southeast Walkway - Wood Handrail \ Brown Paint
16	300-16L	Exterior - North Wall Wood Trim \ Beige Paint
17	300-17L	Exterior - South Wall \ Beige Paint

# 061805039

	Chain of Cus	tody Information		
Released By Signature	Date/ Time	Received By Signature	Date/ Time	_
Michael Lee	3/22/18	Kathenine Viaud	3-22-18 11:09m	Due:
Released By Signature	Date/ Time	Received By Signature	Date/ Time	At:
				<b>A</b> 1.

Page 1 of - 1 Page 3/220-1851 B (53 of 156 3/22/15

BID #21-968-011



### Certificate of Analysis: Lead In Paint by EPA SW-846 7420 and 3050B\*

Client :	Environmental Testing	and Consulting R	AAT Project :	408250
	38900 Huron River Driv	/e	Sampling Date :	03/20/2018
	Romulus, MI 48174		Date Received :	03/23/2018
Attn :	Peggy Genson	Email: labresults@2etc.com	Date Analyzed :	03/23/2018
Phone :	734-955-6600	<b>Fax</b> : 734-955-6604	Date Reported :	3/23/2018 8:06:39PM
Client Pro	oject : EL DORADO	O COUNTY SHERIFF DEPARTMENT		

Project Location : 300 FAIR LANE PLACERVILLE CA 95667

Lab Sample ID	Client Code	Sample Description	РРМ	Result Lead (% by weight)	Calculated R L (% by weight)
3925356	18	ROOF METAL WALL CAP SYSTEM	<33	<0.0033	0.0033
3925357	19	ROOF N AREA METAL FLASHING SYSTEM	88	0.0088	0.0021
3925358	20	ROOF UPPER AREA WOOD FACIA SYSTEM	252	0.0252	0.0014

Analyst Signature

fare

Joshua Winston

RL= Reporting Limit \* For true values assume (2) significant figures. The method and batch QC is acceptable unless otherwise stated. Current EPA/HUD Interim Standard for lead in paint samples is: 5000 PPM (parts per million) or ug/g which is equivalent to 0.5% by weight. AAT internal sop S203. The laboratory operates in accord with ISO 17025 guidelines and holds limited scopes of accreditation under AIHA-LAP and NY State DOH ELAP programs. These results are submitted pursuant to AAT LLC current terms and conditions of sale, including the company's standard warranty and limitation of liability provisions.Analytical results relate to the samples as received by the lab. AAT will not assume any liability or responsibility for the manner in which the results are used or interpreted. Reproduction of this document other than in its entirety is not permitted. All Quality control requirements for the samples this report contains have been met. AAT does not blank correct reported values. Sample data apply only to items analyzed. \*= Validated modified method



 AIHA LAP- Lab ID #100986, NY State DOH ELAP -Lab ID #11864, State of Ohio- Lab ID # 10042

 Date Printed:
 03/23/2018
 8:06PM
 AAT

AAT Project: 408250

		Page	f of 2
NAL	NAL LOG-IN RECORD	Login #	39288
ENVIRONMENTAL TESTING & CONSULTIN	Ph: 916.361.0555 Fx: 916.361.0540		
National Analytical Laboratories, Inc	Job Site/Job #:		
Client#-Lot# 4017 / 105	El Dorado County Sheriff Department:	Date	3/21/2018
County of El Dorado	300 Fair Lane	Sampling Date:	3/20/2018
Phone Number	Placerville, CA 95667	Sampling Time	3:00:00 AM
FAX Number		Type Of Work:	Lead BI
Contact		No. of Samples	20
E-Mail Address	L	Turnaround:	6 hours

	-17	300-17L	Exterior South Wall & Beige Paint Do Not Analyzen
30530	18	300-18L	Roof, Metal Wall Cap System \ Brown-White Paint
67	19	300-19L	Roof, North Area, Metal Flashing System \ Brown-White Paint
58	20	300-20L	Roof, Upper Area, Wood Facia System \ Brown Paint

1381/400000

	Dut		Data	
Released By Signature	Date/	Received By Signature	Date/	
	Time		Time	Due:
Michael J. Lee	032218	$(\Lambda)$	Time 3123/18	Due:
Michael y. Lee	01:50pm	1LGM	1-00000	
	Date/	V C C	Date/	
Released By Signature	Time	Received By Signature	Time	
	Ime	the and the	TIME	At:
		ILL SISTX DIN	32 Am	

# EXHIBIT "D"

## APPLICATION AND CERTIFICATE FOR PAYMENT - EXHIBIT D

TO OWNER: El Dorado County 3000 Fairlane, #2 Placerville, CA 95667 FROM CONTRACTOR:

(Line 3 less Line 6)

PROJECT:

### PAGE ONE OF 2 PAGES

APPLICATION #: 1 PERIOD TO:	D	istribution to
PROJECT NOS:		County Cont Adm
CONTRACT DATE:	E	Cont Adm Contracto

### CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

### CONTRACTOR:

By:	Date:
State of: County of:	

### CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Contract Administrator certifies to El Dorado County that to the best of the Contract Administrator's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

#### AMOUNT CERTIFIED ------ \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

### CONTRACT ADMINISTRATOR

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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

\$