

**COUNTY OF EL DORADO, CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

CONTRACT DOCUMENTS

**INCLUDING
NOTICE TO BIDDERS,
PROPOSAL, CONTRACT, AND SPECIAL PROVISIONS
FOR**

**EL DORADO COUNTY PLACERVILLE LIBRARY HVAC REPLACEMENTS
PROJECT**

CONTRACT NO. PW 11-30577, CIP NO. 90063

BID OPENING DATE: APRIL 7, 2011 – 2:00 p.m.

**COUNTY OF EL DORADO, CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

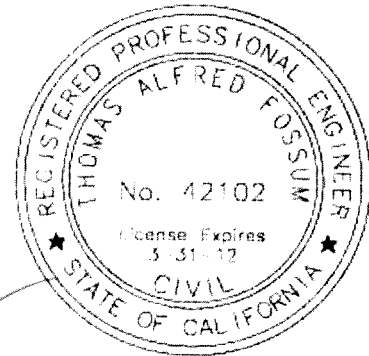
**EL DORADO COUNTY PLACERVILLE LIBRARY HVAC
REPLACEMENTS PROJECT**

CONTRACT NO. PW 11-30577, CIP NO. 90063

The various portions of the Contract Documents have been prepared under the direction of the following licensed Civil Engineer(s), in accordance with California Business and Professions Code § 6735.

Thomas Alfred Fossom

Registered Civil Engineer



**DEPARTMENT OF TRANSPORTATION
COUNTY OF EL DORADO, STATE OF CALIFORNIA**

**EL DORADO COUNTY PLACERVILLE LIBRARY HVAC REPLACEMENTS
PROJECT**

CONTRACT NO. PW 11-30577
CIP NO. 90063

TABLE OF CONTENTS

NOTICE TO BIDDERS	N-1
PROPOSAL	P-1
DRAFT AGREEMENT FOR CONSTRUCTION SERVICES	C-1
PAYMENT BOND	No page #
PERFORMANCE BOND	No page #
SPECIAL PROVISIONS	SP-1
EXHIBIT B SAMPLE APPLICATION FOR PAYMENT	B-1
ROOF PLAN	M1.0

**DEPARTMENT OF TRANSPORTATION
COUNTY OF EL DORADO, CALIFORNIA**

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:

PLACERVILLE LIBRARY HVAC REPLACEMENT PROJECT

CONTRACT NO. PW 11-30577, CIP No. 90063

will be received by the Department of Transportation, at the Facilities Engineering Division Office, 3000 Fairlane Ct, Suite 2, Placerville, California, until **Thursday, April 7, 2011 at 2:00 PM**, at which time bids will be publicly opened and read by the El Dorado County Department of Transportation, Facilities Engineering Division.

No Bid may be withdrawn after the time established for receiving bids or before the award and execution of the Contract, unless the award is delayed for a period exceeding sixty (60)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

BID FOR PLACERVILLE LIBRARY HVAC REPLACEMENT PROJECT

CONTRACT NO. PW 11-30577, CIP NO. 90063

TO BE OPENED AT 2:00 P.M. – Thursday, April 7, 2011

LOCATION/DESCRIPTION OF THE WORK: The project is located at the Main Placerville Library, 345 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:

The furnishing of all labor, materials and equipment required for the removal and replacement of nine HVAC units and two exhaust fans on the roof of the Library.

- A. Bids are required for the entire work described herein.
- B. The contract time shall be ninety (90) WORKING DAYS.
- C. For bonding purposes the anticipated project cost is less than \$105,000

OBTAINING OR INSPECTING CONTRACT DOCUMENTS: The Contract Documents and Plans may be examined at the El Dorado County Department of Transportation or may be obtained in person or by mail from the Department of Transportation, Facilities Engineering Division, 3000 Fairlane Court, Suite 2, Placerville, California, 95667. The Contract Documents and Plans are available at no charge.

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 **Class C-20** license or equivalent combination of Classes required by the categories and type of Work included in the Contract Plans at the time bids are submitted, and shall maintain a valid license through completion and acceptance of the Work, including the guarantee and acceptance period. Failure of the successful Bidder to obtain proper adequate licensing for an award of the Contract shall constitute a failure to execute the Contract and shall result in the forfeiture of the Bidder's security.

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

prior to beginning work under this Contract and at all times during the term of this Contract.

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 bid item number, bid item description, and portion of the work to be performed by the subcontractor in the form of a percentage calculated by dividing the work to be performed by the subcontractor by the respective bid item amount(s) (not by the total bid price). At the time the bids are submitted all listed subcontractors shall be properly licensed to perform their designated portion of the work. The Bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions

PREVAILING WAGE REQUIREMENTS: Contractor shall pay and require payment of wages according to a scale of prevailing wage rates determined by California law, which scale is on file at County's Department of Transportation, Facilities Engineering Division, and shall comply with all applicable wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810 and 1813.

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

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

AWARD OF CONTRACT: Bids will be considered for award by the Director of the Department of Transportation. The County of El Dorado reserves the right after opening bids to reject any or all bids, to waive any irregularity in a bid, or to make award to the lowest responsive, responsible Bidder and reject all other bids, as it may best serve the interests of the County.

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

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

PROJECT ADMINISTRATION: All communications relative to the Contract Documents and Plans shall be directed to Thomas A. Fossum in the El Dorado County Department of Transportation, Facilities Engineering Division, 3000 Fairlane Ct, Suite 2, Placerville, CA 95762, telephone: (530) 621-5982. No oral responses to any questions concerning the content of the Plans and Contract Documents will be given. All responses will be in the form of written addenda to the Plans and/or Contract Documents.

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

Authorized by the Director of the Department of Transportation on March 28, 2011 at Placerville, California.

By



James W. Ware, P.E.
Director of Transportation
County of El Dorado

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

PROPOSAL

(to be attached to and submitted with the entire Contract Documents bid package)

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

for the installation of

**EL DORADO COUNTY
PLACERVILLE LIBRARY HVAC REPLACEMENT
CONTRACT NO. PW 11-30577, CIP No. 90063**

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____

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

CITY, STATE, ZIP _____

TELEPHONE NO: AREA CODE (_____) _____

FAX NO: AREA CODE (_____) _____

The work for which this Bid 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, the scope of work as described in Contract Documents, including any addenda thereto, and also in accordance the Labor Surcharge and Equipment Rental Rates (available at <http://www.dot.ca.gov/hq/construc/equipmnt.html>) in effect on the date the work is accomplished, and in accordance with the General Prevailing Wage rates. The Project Plans and Contract Documents for the work to be done are entitled:

**EL DORADO COUNTY
PLACERVILLE LIBRARY HVAC REPLACEMENT
CONTRACT NO PW 11-30577, CIP NO. 90063**

Bids are to be submitted for the entire work.

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

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

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

If this Proposal is accepted and the undersigned Bidder shall fail to enter into the Contracts and furnish the two bonds in the sums required by the State Contract Act, with surety satisfaction to the County of El Dorado within five (5) days, not including Saturdays, Sundays, and legal holidays of the date of the letter notice from the County of El Dorado that the Contract has been awarded, the County of El Dorado may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the County of El Dorado.

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

The undersigned, as Bidder, declares under penalty of perjury under the laws of the State of California that the only persons or parties interested in this Proposal, as principals, are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that the Bidder has carefully examined the location of the proposed work, the annexed proposed form of contract, and the Project Plans therein referred to; and the Bidder proposes, and agrees if this Proposal is accepted, that the Bidder will contract with the County of El Dorado, in the form of the copies of the Draft Contract 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 Project Manager as therein set forth, and that the Bidder will take in full payment therefore the following item prices, to wit:

PROPOSAL PAY ITEMS AND BID PRICE SCHEDULE

Item No.	Item	Unit Of Measure	Estimated Quantity	Cost	
				Unit Price	Item Total
1	Remove & Replace 7.5 Ton Packaged Heat Pump	EA	4		
2	Remove & Replace 5 Ton Packaged Heat Pump	EA	3		
3	Remove & Replace 4 Ton Packaged Heat Pump	EA	2		
4	Remove & Replace 2150 CFM Roof Restroom Exhaust Fan	EA	1		
5	Remove & Replace 1300 CFM Roof Restroom Exhaust Fan	EA	1		
	TOTAL				

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 El Dorado County based upon those questionnaires and statements, may prohibit award of the subject Contract to the Bidder.

MAJOR EQUIPMENT ITEMS: The Bidder shall list in the space provided herein below one named manufacturer for each type of major equipment listed. Bidder's attention is directed to the special provisions within these Contract Documents for instructions regarding substitutions if the Bidder lists an "or equal" manufacturer. Failure to list a manufacturer for any type of equipment shall constitute submission of a non-responsive bid.

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

EQUIPMENT	MANUFACTURER
7.5-TON package Heat Pump	
5-TON package Heat Pump	
4-TON Package Heat Pump	
HVAC Actuator	
Roof Restroom Exhaust Fans	

SUBCONTRACTORS LISTING

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

Name	Location of Business	License No.	Bid Item Number and Bid Item Description	Percentage of Each Bid Item Subcontracted

QUESTIONNAIRES

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

Public Contract Code Section 10285.1 Statement

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

Note: The Bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

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

Yes _____ No _____

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

Public Contract Code Section 10232 Statement

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

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

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

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

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

NOTE:

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

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

Accompanying this proposal is

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

in amount equal to at least ten percent of the total amount bid.

The names of all persons interested in the forgoing Bid 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 the Bidder has complied with the requirements of Section 4101 of the Subletting and Subcontracting Fair Practices Act and of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, 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 Non-collusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106 are true and correct.

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

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

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

Executed this _____ day of _____, 2011 at _____ County, California

SIGN HERE _____

Name and Title of Bidder _____

Name of Firm _____

"END OF PROPOSAL"

COUNTY OF EL DORADO

BIDDER'S BOND

this form MUST be used

KNOW ALL PEOPLE BY THESE PRESENTS, THAT WE _____
_____, as PRINCIPAL, and

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

TEN PERCENT (10%) OF THE AMOUNT BID

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

**EL DORADO COUNTY PLACERVILLE LIBRARY HVAC REPLACEMENTS
CONTRACT NO. PW 11-30577, CIP No. 90063**

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

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

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

(seal) _____
Principal

(seal) _____
Surety

Address: _____

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

SURETY

ACKNOWLEDGMENT

State of California

County of _____

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

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)



COUNTY OF EL DORADO DEPARTMENT OF TRANSPORTATION

AGREEMENT FOR CONSTRUCTION SERVICES PROJECT NO. 90063, BLD 160

THIS AGREEMENT made and entered into by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, acting through the governing body or board thereof (hereinafter referred to as "County"), and [CONTRACTOR NAME], a [business type], duly qualified to conduct business in the State of California, whose principal place of business is [business address] (hereinafter referred to as "Contractor");

RECITALS

That for and in consideration of the mutual promises, covenants, agreements and conditions herein contained, the parties hereto agree with each other as follows:

1. Contract Documents

The complete Agreement (hereinafter "Contract") between the parties consists of and is set forth in the Contract Documents. The Contract Documents consist of: (a) this Agreement including any Exhibits hereto, and any amendments thereto in accordance with the provisions herein; (b) the Notice to Bidders; the bid forms which include the accepted Proposal, Bid Price Schedule and Total Bid; Subcontractors Listing; Section 10285.1 Statement; Section 10162 Questionnaire, Section 10232 Statement; Non-Collusion Affidavit; (c) Performance Bond and Payment Bond (d) the Project Plans and the special provisions; and all Addenda incorporated into those documents; (e) executed Certificate of Insurance forms; (f) an executed California Form 590; (g) an executed Department of the Treasury Internal Revenue Service Form W-9; (h) all executed Change Orders; and (i) the prevailing Labor Surcharge and Equipment Rental Rates (when required) as determined by the State of California Department of Transportation (Caltrans) to be in effect on the date the Work is accomplished. All obligations of the parties are contained in the Contract Documents, and by acceptance of this Agreement the parties hereto agree to be bound by the provisions of all of said documents. All of said documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa, is to be executed the same as if mentioned in all of them.

2. The Work

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, materials, and all utility and transportation services to perform and complete in a good and workmanlike manner, furnished and installed, and complete and ready for use:

Placerville Main Library HVAC Replacement Project (hereinafter "Project"). The Work is to include, at a minimum, the following:

- A. Removal and Disposal of nine (9) existing HVAC Roof Units, including all associated equipment not compatible with or necessary for new units;

- B. Removal and Disposal of two (2) existing Roof Restroom Exhaust Fans, including all associated equipment not compatible with or necessary for new units;
- C. Install four (4) new Carrier or approved equal packaged heat pumps; 7.5 Ton, 460 Volt, 3 Phase, Downflow Economizer; (No Controls) Belimo Actuator Only; Roof Curb Adapter. (Note: Environmental Management System (EMS) connections by others);
- D. Install three (3) new Carrier or approved equal packaged heat pumps; 5 Ton, 460 Volt, 3 Phase, Downflow Economizer; (No Controls) Belimo Actuator Only; Roof Curb Adapter. (Note: EMS connections by others);
- E. Install two (2) new Carrier or approved equal packaged heat pumps; 4 Ton, 460 Volt, 3 Phase, Downflow Economizer; (No Controls) Belimo Actuator Only; Roof Curb Adapter. (Note: EMS connections by others);
- F. Provide Crane /Hoisting service, including scheduling;
- G. Reconnect all existing Electrical Circuits to each new HVAC Unit;
- H. Provide and connect new Disconnect Switch Box with Fuses at each HVAC Unit;
- I. Reconnect existing one-inch (1") Galvanized Pipe at each HVAC Unit for drainage;
- J. Reclaim and recycle refrigerant at each existing HVAC Unit; file proper paperwork per EPA requirements;
- K. Install two (2) new Roof Restroom Exhaust Fans, ¼ hp, 120 Volt, Single Phase; one (1) at 2150 Design CFM; one (1) at 1300 Design CFM.

and all other work as called for, and in the manner designated in, and in strict conformance with the Contract Documents adopted by County as prepared by the Contract Administrator or Project Manager, which includes the terms Engineer and Architect. The Work shall be performed in accordance with all of the terms and conditions of the Contract Documents.

3. Location of Work

Said work is to be performed at the El Dorado County's Main Branch Library located at 345 Fair Lane, Placerville, CA 95667.

4. Standards for Work

- A. The Work shall be performed in accordance with all applicable Federal, State, and Local Codes and Ordinances, 2007 California Building Code, 2007 California Electrical Code, and 2007 California Fire Code.
- B. A licensed Contractor, with the required license classification, shall perform or supervise the Work of this Project.
- C. All equipment, parts and materials shall be installed in accordance with the manufacturers' specifications.
- D. All materials and equipment shall be delivered to the jobsite in good condition. Damaged materials or equipment will not be accepted and shall be replaced by Contractor at no additional expense to County.

-
- E. At the completion of the work, Contractor shall remove all debris, tools, materials and other items not installed as part of the work. Waste materials are to be legally disposed of off-site at no additional charge to County.

5. **Submittals**

Contractor shall provide County's Contract Administrator with Material Safety Data Sheets (MSDS), Product Data Sheets or other manufacturers' documents including instructions, guarantees and warranties, as applicable, for each product used, installed or applied as part of the Work. Submittals shall be provided timely in order to avoid delay to the Project. Contractor shall also:

- A. Provide and maintain, on-site for the duration of the project, MSDS for all solvents, paints primers, caulks, fillers, patching materials, and other products used for the work of this Project. Contractor shall provide copies of the above referenced MSDS sheets to the Contract Administrator forty-eight (48) hours prior to commencement of on-site work.
- B. Provide to County's Contract Administrator all manuals for each new HVAC Unit and for each new Restroom Exhaust Fan.

6. **Project Coordination and Schedule**

- A. All Work shall be performed during normal working hours: Mondays through Fridays, 7:00 A.M. to 5:00 P.M.
- B. Contractor shall coordinate its work schedule with County's Contract Administrator at least forty-eight (48) hours prior to commencement of on-site work.

7. **Protection of Facilities**

Contractor shall exercise care to prevent damage to the existing building, grounds, and property while performing the Work. Any damage caused as a result of Contractor's operations shall be repaired back to its original condition by Contractor at no additional cost to County.

- A. Contractor shall limit use of the premises for work and storage as follows:
1. Contractor shall provide for continuous County occupancy and operation of the facility for the duration of the Project.
 2. Contractor shall provide for public use and shall limit access to the facility as directed by County's Contract Administrator.
 3. Contractor shall provide for work by other contractors and County.
- B. Contractor shall coordinate the use of the premises for work and storage of tools, materials, and equipment necessary for Contractor to complete the Work with County's Contract Administrator.
- C. Contractor shall assume full responsibility for the protection of all materials and equipment used on the Project.
- D. Contractor shall protect all existing landscaping around the building from construction activity or debris.

8. **Safety**

Contractor shall maintain safe conditions at the jobsite for the duration of the Work for the public, County staff and all persons performing the Work, including but not limited to the following:

- A. Ensuring compliance with all applicable Cal OSHA requirements.

-
- B. Providing and maintaining appropriate barricades, warning tape, and signage when applicable.
 - C. Providing safe accessibility to all building entrances for the duration of the Project and not blocking sidewalks, active doors, corridors or other walkways, driveways or any emergency vehicle access areas.
 - D. Storing all materials in a safe manner. Flammable rags shall be kept in a sealed container and removed from the site at the end of each work day. Contractor shall remove masking materials, reinstall electrical cover plates, hardware, light fixture trim, and fittings, and thoroughly clean all exposed surfaces in accordance with manufacturers' recommendations.

9. **Covenants and Contract Price**

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

10. **Time of Completion**

Time is of the essence. The Work under the Contract shall be completed **within ninety (90) Working Days** from the date specified in the official Notice to Proceed with the Work, unless an extension of time or suspension of Work is authorized in writing in accordance with a Contract Change Order.

It is agreed by the parties to this Contract that in case all the Work called for under the Contract in all parts and requirements is not finished or completed within the number of calendar days as set forth above, damage will be sustained by County, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which County will sustain in the event of and by reason of the delay; and it is therefore agreed that Contractor will pay to County the sum of **TWO HUNDRED DOLLARS (\$200.00)** per 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 number of working days prescribed herein; and Contractor agrees to pay the liquidated damages herein provided for, and further agrees that County may deduct the amount thereof from any moneys due or that may become due Contractor under the Contract.

11. **Payment**

Progress Payments shall be made to Contractor as follows:

- A. When fifty percent (50%) of the value of the work calculated as fraction of the total amount bid is completed, Contractor shall submit an Application for Payment in form of Exhibit B "Sample Application for Payment" for work completed to date.
- B. Application for Payment shall be supported by such data substantiating the Contractor's right to payment as County's Contract Administrator may require, such as copies of requisitions from subcontractors and material suppliers.
- C. At the discretion of County, and contingent upon Contractor providing proof of purchase and delivery of equipment, County may consider payment for equipment furnished but not yet installed.
- D. The Contract Administrator will approve the Application for Payment within seven (7) days of its receipt, or notify Contractor of the reason(s) Contractor's Application for Payment is disapproved.

Payment of an approved Application for Payment will be made within thirty (30) days of the date the application is received by County's Contract Administrator.

- E. County shall retain five percent (5%) of the first progress payment amount until completion and acceptance of the Work. The Contractor may elect to receive one hundred percent (100%) of payments due under the Contract from time to time, without retention of any portion of the payment by the County, by depositing securities of equivalent value with the County in accordance with the provisions of Section 22300 of the Public Contract Code. Securities eligible for deposit hereunder shall be limited to those listed in Section 16430 of the Government Code, or bank or savings and loan certificates of deposit.
- F. Upon completion and acceptance of the Work by County, Contractor shall submit a Final Application for Payment.
- G. Payment by County as herein provided shall not be construed as an acceptance of defects in the Work or improper materials.

12. 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.

13. 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.

14. 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.

15. Payment of Prevailing Wages

Contractor shall pay and require payment of wages according to a scale of prevailing wage rates determined by California law, which scale is on file at County's Department of Transportation, Facilities Engineering Division, and shall comply with all applicable wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810 and 1813. In accordance with the provisions of Labor Code Section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Contractor and any subcontractor employed under this Contract shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

16. Apprentices

Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. To ensure compliance and complete understanding of the law regarding

apprentices, and specifically the required ratio thereunder, each Contractor or subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of work on the public works contract. Responsibility for compliance with this section lies with Contractor.

It is County policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

17. Certified Payroll

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

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

18. Records Examination and Audit Requirements

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

19. Payment of all Federal, State or City Taxes

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

20. Compliance with all Applicable Laws

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

21. Nondiscrimination

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

22. 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.

23. Workers' Compensation

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

CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700

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

Signed: _____

Dated: _____

24. Deviation from Plans and Specifications

No deviation shall be made from the plans and/or the specifications, if any, without the prior written approval of County.



25. Unity of Plans and Specifications

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

26. Relocation of Utilities

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

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

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

27. Notice of Discovery of Hazardous Waste or Unusual Conditions

A. Contractor shall promptly, and before the following conditions are disturbed, notify County in writing, in the event Contractor encounters, after excavating to a depth of greater than four (4) feet, any of the following:

1. Material that Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; or
2. Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or
3. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract.

B. County 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 Contractor's cost of, or time required for performance of any part of the Work, an adjustment, excluding loss of anticipated profits, will be made and the Contract will be modified by a Change Order. County will notify Contractor of County's determination as to whether or not an adjustment of the Contract is warranted.

C. In the event a dispute arises between County and Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the Work, Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between Contractor and County.

28. **Subcontracting**

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

29. **Additional Work**

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

Any such changes will be set forth in a Contract Change Order (Change Order) which will specify the additional work, adjustment of performance time, if any, and basis for additional compensation, if any. Any Change Order shall not become effective until approved by the Director of Transportation, or where required, by the Board of Supervisors.

30. **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.

31. **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.

32. 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 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) days from delivery of a written termination notice, terminate the services of Contractor and take equipment and machinery thereon owned by Contractor and finish the Work by whatever method County may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

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

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

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

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

The provisions of this Article shall be in addition to all other rights and remedies available to County under law. If after notice of termination, it is determined for any reason that Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued. The Contract shall be equitably adjusted to compensate for such termination

33. **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.

34. **Assignment of Contract**

Neither the Contract, this Agreement, nor any part thereof, or any monies due or to become due hereunder, may be assigned by Contractor without the written approval of County, nor without the consent of the Surety unless the Surety has waived its right to notice of assignment in writing. County may assign this Contract to a lender, or any third party that assumes the obligations of County hereunder.

35. **Amendments**

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

36. **Separate Contracts**

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

37. **Indemnity**

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold 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 County, Contractor, subcontractors or employees of any of these, except for the active, or sole negligence of County, its officers and employees, or where expressly prescribed by statute.

The duty to indemnify and hold harmless 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.

38. **Insurance**

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

1. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
2. Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to

endorsements for the following coverage: premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors' liability.

3. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) is required in the event motor vehicles are used by 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.

PROOF OF INSURANCE REQUIREMENTS:

1. Contractor shall furnish proof of coverage satisfactory to County's Risk Management Division as evidence that the insurance required herein is being maintained. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
2. The County of El Dorado, its officers, officials, employees, and volunteers shall be included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all general and excess liability insurance policies. Proof that 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 County as 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 County. At the option of County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
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 the County of El Dorado as additional insureds on each subcontractor's general and excess liability insurance policies. Contractor shall furnish proof of coverage satisfactory to County as evidence that the subcontractor insurance required herein is being maintained.

INSURANCE NOTIFICATION REQUIREMENTS:

1. Contractor agrees that no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to County at the office of the Department of Transportation, 2850 Fairlane Court, Placerville, California 95667.
2. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement, inclusive of the guarantee/warranty period specified hereinbelow. In the event said insurance coverage expires at any time or times during the term of this Contract, Contractor shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in

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

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

COMMENCEMENT OF PERFORMANCE: Contractor shall not commence performance of this Agreement unless and until compliance with each and every requirement of the insurance provisions is achieved.

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

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

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

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

CONTRACTOR'S OBLIGATIONS: Contractor's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Agreement.

39. 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-20 Warm-Air, Heating, Ventilating, and Air Conditioning Contractor License as required by the categories and type of the Work.

40. Business License

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

41. Cleaning Up

Contractor shall not allow the site of the Work to become littered with trash, rubbish or waste material, but shall maintain the site of Work in a neat and orderly condition throughout the performance of the Work. At the end of each work day, Contractor shall clean up all debris and waste materials generated by the Work and shall properly dispose of all trash, rubbish and waste materials off site at no additional cost to County.

42. Access to the Work

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

43. **Acceptance of Work**

The Work will be accepted by County in writing in the form of a letter signed by the Director of Transportation when the whole shall have been completed satisfactorily, as determined by County or its duly authorized representative. Acceptance of the Work shall not constitute an acceptance of latent defects nor relieve Contractor of responsibility for any act or omission which is a violation of the Contract.

44. **Resolution of Claims**

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

45. **Environmental and Toxic Warranty**

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

46. **Guarantee**

Final Guarantee: 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 Acceptance of the Work that the Work is free from all defects due to faulty materials or workmanship and Contractor shall promptly make such corrections as may be necessary, including repairs of any damage to other parts of the Work resulting from such defects. County will give notice of observed defects with reasonable promptness. In the event that Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, County may do so and charge Contractor the cost thereby incurred.

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

Warranty: Contractor warrants to County 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.

If within one (1) year from the date of the Acceptance of the Work or such longer period of time as may be prescribed by law or regulations or by the terms of any applicable special guarantee required by the contract documents, any work is found to be defective, Contractor shall promptly, without cost to County and in accordance with County's written instruction, correct such defective work. If work is rejected by County, defective material or work will be removed from site and replaced with non-defective materials or work. If Contractor is unable to promptly and properly correct any defective work, County may at its option have the work corrected by such other means as County deems appropriate and hold Contractor liable for all direct, indirect and consequential costs caused by such defective work. Said warranty shall apply to all work found to be "defective" which is attributable to the quality or quantity of the materials used, the quality of the workmanship or for performance of the Contract.

47. **Notice**

Any notice or other correspondence required to be given under this Agreement by either party to the other may be effected 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
Department of Transportation
3000 Fairlane Court, Suite 2
Placerville, California 95667

Attn.: Thomas A. Fossum-
Supervising Civil Engineer

With a Copy To:

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

Attn.: Janel Gifford
Office Engineer/Contract Services Unit

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.

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

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

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

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

50. **Venue**

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

51. Contract Administrator

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

52. Authorized Signatures

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

53. Partial Invalidity

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

54. Entire Agreement

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

Contract Administrator Concurrence:

By: _____ Dated: _____
Thomas A. Fossum
Supervising Civil Engineer
Facilities Engineering Division
Department of Transportation

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

COUNTY

CONTRACTOR

Dated: _____

Dated: _____

COUNTY OF EL DORADO

CONTRACTOR NAME

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

By: _____
Name of Signer
Title of the Signer

By: _____
Name of Signer
Corporate Secretary

EXHIBIT A

CONTRACTOR'S BID AND BID PRICE SCHEDULE

EL DORADO COUNTY PLACERVILLE LIBRARY HVAC REPLACEMENTS PROJECT

CONTRACT NO. PW 11-30577, CIP No. 90063

Item No.	Item	Unit Of Measure	Estimated Quantity	Cost	
				Unit Price	Item Total
1	Remove & Replace 7.5 Ton Packaged Heat Pump	EA	4		
2	Remove & Replace 5 Ton Packaged Heat Pump	EA	3		
3	Remove & Replace 4 Ton Packaged Heat Pump	EA	2		
4	Remove & Replace 2150 CFM Roof Restroom Exhaust Fan	EA	1		
5	Remove & Replace 1300 CFM Roof Restroom Exhaust Fan	EA	1		
	TOTAL				

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:

**EL DORADO COUNTY PLACERVILLE LIBRARY HVAC REPLACEMENTS PROJECT
CONTRACT NO. PW 11-30577, CIP No. 90063**

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

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

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

Dated: _____

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

PRINCIPAL

SURETY

ATTORNEY-IN-FACT

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

NOTARY ACKNOWLEDGMENTS ATTACHED

PRINCIPAL

ACKNOWLEDGMENT

State of California

County of _____

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

personally appeared _____

_____ ,

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

SURETY

ACKNOWLEDGMENT

State of California

County of _____

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

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

COUNTY OF EL DORADO

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that we _____

the Contractor in the Contract hereto annexed, as Principal, and _____

as Surety, are held firmly bound unto the County of El Dorado, a political subdivision of the State of California, hereinafter called the "Obligee" in the

sum of _____ DOLLARS,

(\$ _____) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and

severally, firmly by these presents.

Signed, sealed and dated: _____

The condition of the above obligation is such that if said Principal as Contractor in the Contract hereto annexed shall faithfully perform each and all of the conditions of said Contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Obligee, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the work of Contract No. PW 11-30577, CIP NO. 90063 for the EL Dorado County Placerville Library HVAC Replacements Project in strict conformity with the terms and conditions set forth in the Contract hereto annexed, then this obligation shall be null and void; otherwise this bond shall remain in full force and effect and the said Surety will complete the Contract work under its own supervision, by Contract or otherwise, and pay all costs thereof for the balance due under terms of the Contract, and the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work.

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

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

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

Dated: _____, 20_____.

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

PRINCIPAL

SURETY

ATTORNEY-IN-FACT

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

NOTARY ACKNOWLEDGMENTS ATTACHED

PRINCIPAL

ACKNOWLEDGMENT

State of California

County of _____

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

personally appeared _____

_____ ,

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

SURETY

ACKNOWLEDGMENT

State of California

County of _____

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

personally appeared _____

_____ ,

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

DEPARTMENT OF TRANSPORTATION
COUNTY OF EL DORADO, CALIFORNIA

SPECIAL PROVISIONS
ANNEXED TO CONTRACT No. PW 11-30577/ CIP No. 90063

SECTION 1. SPECIFICATIONS AND PLANS

The Work embraced herein shall be performed in accordance with the Project Plans, the provisions of the Draft Agreement for Construction Services attached hereto and as fully-executed, and these special provisions.

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

The bidder's attention is directed these special provisions for the requirements and conditions which it must observe in the preparation of the proposal form and the submission of the bid.

The proposal shall be attached to and submitted with the contract documents bid package in its entirety. A Proposal shall be deemed "Non-Responsive" if the proposal is submitted without the entire Contract Document package attached.

The bidder's bond shall conform to the bond form included in this proposal for the project "EL DORADO COUNTY PLACERVILLE LIBRARY HVAC REPLACEMENTS PROJECT", and shall be properly filled out and executed."

(DO NOT DETACH THE FORM).

The Bidder shall furnish one Bidder's Bond in an amount equal to at least ten percent (10%) of the total amount bid.

In accordance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the proposal. Signing the proposal shall also constitute signature of the Noncollusion Affidavit.

2-1.02 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 bid item number, bid item description, and portion of the work to be performed by the subcontractor in the form of a percentage calculated by dividing the work to be performed by the subcontractor by the respective bid item amount(s) (not by the total bid price). At the time the bids are submitted all listed subcontractors shall be properly licensed to perform their designated portion of the work. The Bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions

Forms for listing the subcontractors who will work on this Project are included in the Proposal section of these Contract Documents.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

3-1.01 GENERAL

The bidder's attention is directed to these special provisions for the requirements and conditions concerning award and execution of contract.

3-1.02 AWARD OF CONTRACT

The right is reserved to reject any and all Proposals. The award of the Contract, if it be awarded, will be to the lowest responsive, responsible bidder whose Proposal complies with all the requirements prescribed. Such award, if made, will be made within sixty (60) days after the opening of the Proposals. This period will be subject to extension for such further period as may be agreed upon in writing between the Department and the bidder concerned.

All bids will be compared on the basis of the Proposal Pay Items and Bid Price Schedule of the quantities of work to be done.

The lowest responsive, responsible bidder shall be the bidder submitting the lowest additive total of all the bid items. In the event of a discrepancy between the unit price bid and the extended unit total as stated on the Proposal, the amount bid for the unit price shall control and shall be utilized in calculating the additive total of the bid items for purposes of award, including revisions by Addenda, and as specified in the Proposal instructions.

3-1.03 EXECUTION OF CONTRACT

Attention is directed to the "Notice to Bidders" and "Proposal" for this Contract. Barring some unforeseen irregularity, Notice of Award will be sent to the lowest responsive, responsible bidder after approval by the Director of Transportation.

The successful bidder shall return the signed Contract, the Contract bonds, a California Form 590-Withholding Exemption Certificate, a Federal Form W-9-Request for Taxpayer Identification Number and Certification, and certificates of insurance to the Office of the Department of Transportation within five (5) days, not including Saturdays, Sundays and legal holidays, of the date of the Notice of Award of Contract letter. Priority delivery or mail of these documents should be to attention Thomas A Fossum at the El Dorado County Department of Transportation, 3000 Fairlane Court, Suite 2, Placerville CA 95667.

The failure of the successful bidder to furnish any bond required of it by law or by this Agreement, or the failure to execute the Contract, or the failure to provide the required insurance documents within the time fixed for the execution of the Contract and return of the bonds and insurance constitutes a failure to execute and return the Contract as required herein. Upon such failure or refusal to return the executed Agreement, or to provide the bonds or insurance documents required herein, the bidder's security shall be forfeited to the County.

SECTION 4. GENERAL

SECTION 4-1. MISCELLANEOUS

4-1.01 PREVAILING WAGE

Contractor shall pay and require payment of wages according to a scale of prevailing wage rates determined by California law, which scale is on file at County's Department of Transportation, Facilities Engineering Division, and shall comply with all applicable wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810 and 1813.

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

4-1.02 ASSIGNMENT OF ANTI-TRUST 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.

4-1.03 SUBSTITUTIONS

If the Bidder lists a manufacturer in its Proposal that is a substitute (i.e. "or equal"), such listing shall be considered a substitution request by the Bidder. If the Bidder is the apparent low bidder, it shall within two (2) business days following the bid opening submit data substantiating the request for the substitution with the "or equal" item. Failure to submit such substantiating data within two (2) business days following the bid opening may result in the County deeming the apparent low bidder non-responsive.

4-1.04 PERMITS AND LICENSES REQUIREMENTS

The County will obtain necessary permits and pay any required fees.

License Requirement: California State Contractor's License: C-20; Warm-Air Heating, Ventilating and Air-Conditioning Contractor. (Current and in good standing)

4-1.05 INSPECTIONS

Contractor shall coordinate inspections with the Engineer and County Building Department, as applicable. Contractor shall notify Engineer at least 48 hours prior to first inspection.

SECTION 5. CONSTRUCTION DETAILS

5-1.00 DESCRIPTION OF CONTRACT ITEMS

ITEM 1 – REMOVE AND REPLACE 7.5 TON PACKAGED HEAT PUMP

Work under this item shall consist of furnishing all labor, tools, materials, and equipment necessary to remove and replace the existing 7.5 ton HVAC Roof Units in accordance with the Plans and these Contract Documents. Work under this item includes removal and disposal of existing 7.5 ton HVAC Roof Units, including all associated equipment not compatible with or necessary for the new units; reclaim and recycle refrigerant from existing units and file appropriate paperwork with EPA; install new Carrier or approved-equal Packaged 7.5 ton, 460 Volt, three-phase Heat Pump with downflow economizer, no controls and Belimo or approved equal actuator; furnish and install new roof curb adapter as necessary to receive new HVAC unit and existing ductwork; furnish crane hoisting service including scheduling, reconnect existing electrical circuits to each new HVAC unit; furnish and connect new Disconnect Switch Box with Fuses to each new HVAC unit, and reconnect existing one-inch (1") galvanized pipe to each new unit for drainage.

Environmental Management System connections (EMS) for remote climate control will be performed by others.

Attention is directed to the article entitled "Payment" of the draft Agreement for Construction Services in these Contract Documents.

Payment for Remove and Replace 7.5 Ton Packaged Heat Pump shall be based on the unit price bid and on the number of 7.5 ton packaged heat pumps installed as specified above.

ITEM 2 – REMOVE AND REPLACE 5 TON PACKAGED HEAT PUMP

Work under this item shall consist of furnishing all labor, tools, materials, and equipment necessary to remove and replace the existing 5 ton HVAC Roof Units in accordance with the Plans and these Contract Documents. Work under this item includes removal and disposal of existing 5 ton HVAC Roof Units, including all associated equipment not compatible with or necessary for the new units; reclaim and recycle refrigerant from existing units and file appropriate paperwork with EPA; install new Carrier or approved-equal Packaged 5 ton, 460 Volt, three-phase Heat Pump with downflow economizer, no controls and Belimo or approved equal actuator; furnish and install new roof curb adapter as necessary to receive new HVAC unit and existing ductwork; furnish crane hoisting service including scheduling, reconnect existing electrical circuits to each new HVAC unit; furnish and connect new Disconnect Switch Box with Fuses to each new HVAC unit, and reconnect existing one-inch (1”) galvanized pipe to each new unit for drainage.

Environmental Management System connections (EMS) for remote climate control will be performed by others.

Attention is directed to the article entitled “Payment” of the draft Agreement for Construction Services in these Contract Documents.

Payment for Remove and Replace 5 Ton Packaged Heat Pump shall be based on the unit price bid and on the number of 5 ton packaged heat pumps installed as specified above.

ITEM 3 – REMOVE AND REPLACE 4 TON PACKAGED HEAT PUMP

Work under this item shall consist of furnishing all labor, tools, materials, and equipment necessary to remove and replace the existing 4 ton HVAC Roof Units in accordance with the Plans and these Contract Documents. Work under this item includes removal and disposal of existing 4 ton HVAC Roof Units, including all associated equipment not compatible with or necessary for the new units; reclaim and recycle refrigerant from existing units and file appropriate paperwork with EPA; install new Carrier or approved-equal Packaged 4 ton, 460 Volt, three-phase Heat Pump with downflow economizer, no controls and Belimo or approved equal actuator only; furnish and install new roof curb adapter as necessary to receive new HVAC unit and existing ductwork; furnish crane hoisting service including scheduling, reconnect existing electrical circuits to each new HVAC unit; furnish and connect new Disconnect Switch Box with Fuses to each new HVAC unit, and reconnect existing one-inch (1”) galvanized pipe to each new unit for drainage.

Environmental Management System connections (EMS) for remote climate control will be performed by others.

Attention is directed to the article entitled “Payment” of the draft Agreement for Construction Services in these Contract Documents.

Payment for Remove and Replace 4 Ton Packaged Heat Pump shall be based on the unit price bid and on the number of 4 ton packaged heat pumps installed as specified above.

ITEM 4 – REMOVE AND REPLACE 2150 CFM RESTROOM EXHAUST FAN

Work under this item shall consist of furnishing all labor, tools, materials, and equipment necessary to remove and replace the existing 2150 CFM Roof Restroom Exhaust fan in accordance with the Plans and these Contract Documents. Work under this item includes disconnecting power from existing fan, removal and disposal of existing Roof Restroom Exhaust fan, including all associated equipment not compatible with or necessary for the new unit; installing new 2150 Design CFM, ½ hp, 120 Volt, single-phase, roof restroom exhaust fan; and connecting power to new fan.

Attention is directed to the article entitled “Payment” of the draft Agreement for Construction Services in these Contract Documents.

Payment for Remove and Replace 2150 CFM Restroom Exhaust Fan shall be based on the unit price bid and on the number of 2150 CFM Roof Restroom Exhaust fans installed as specified above.

ITEM 5 – REMOVE AND REPLACE 1300 CFM RESTROOM EXHAUST FAN

Work under this item shall consist of furnishing all labor, tools, materials, and equipment necessary to remove and replace the existing 1300 CFM Roof Restroom Exhaust fan in accordance with the Plans and these Contract Documents. Work under this item includes disconnecting power from existing fan, removal and disposal of existing Roof Restroom Exhaust fan, including all associated equipment not compatible with or necessary for the new unit; installing new 1300 Design CFM, ½ hp, 120 Volt, single-phase, roof restroom exhaust fan; and connecting power to new fan.

Attention is directed to the article entitled “Payment” of the draft Agreement for Construction Services in these Contract Documents.

Payment for Remove and Replace 1300 CFM Restroom Exhaust Fan shall be based on the unit price bid and on the number of 1300 CFM Roof Restroom Exhaust fans installed as specified above.

**COUNTY OF EL DORADO
APPLICATION FOR PAYMENT**

Project # CIP # 90063	Contract No. PW 11-30577	Project Description: El Dorado County Placerville Library HVAC Replacements Project	
Contractor:		Notice to Proceed Date:	Completion Date:
Payment Period:	Contract Amount:	Adj. Contract Amount	Adj. Completion Date
Date Work Started:	% Time Used:	% Job Completed	

Item No.	Item	Unit Of Measure	Estimated Quantity	Cost	
				Unit Price	Item Total
1	Remove & Replace 7.5 Ton Packaged Heat Pump	EA	4		
2	Remove & Replace 5 Ton Packaged Heat Pump	EA	3		
3	Remove & Replace 4 Ton Packaged Heat Pump	EA	2		
4	Remove & Replace 2150 CFM Restroom Exhaust Fan	EA	1		
5	Remove & Replace 1300 CFM Restroom Exhaust Fan	EA	1		

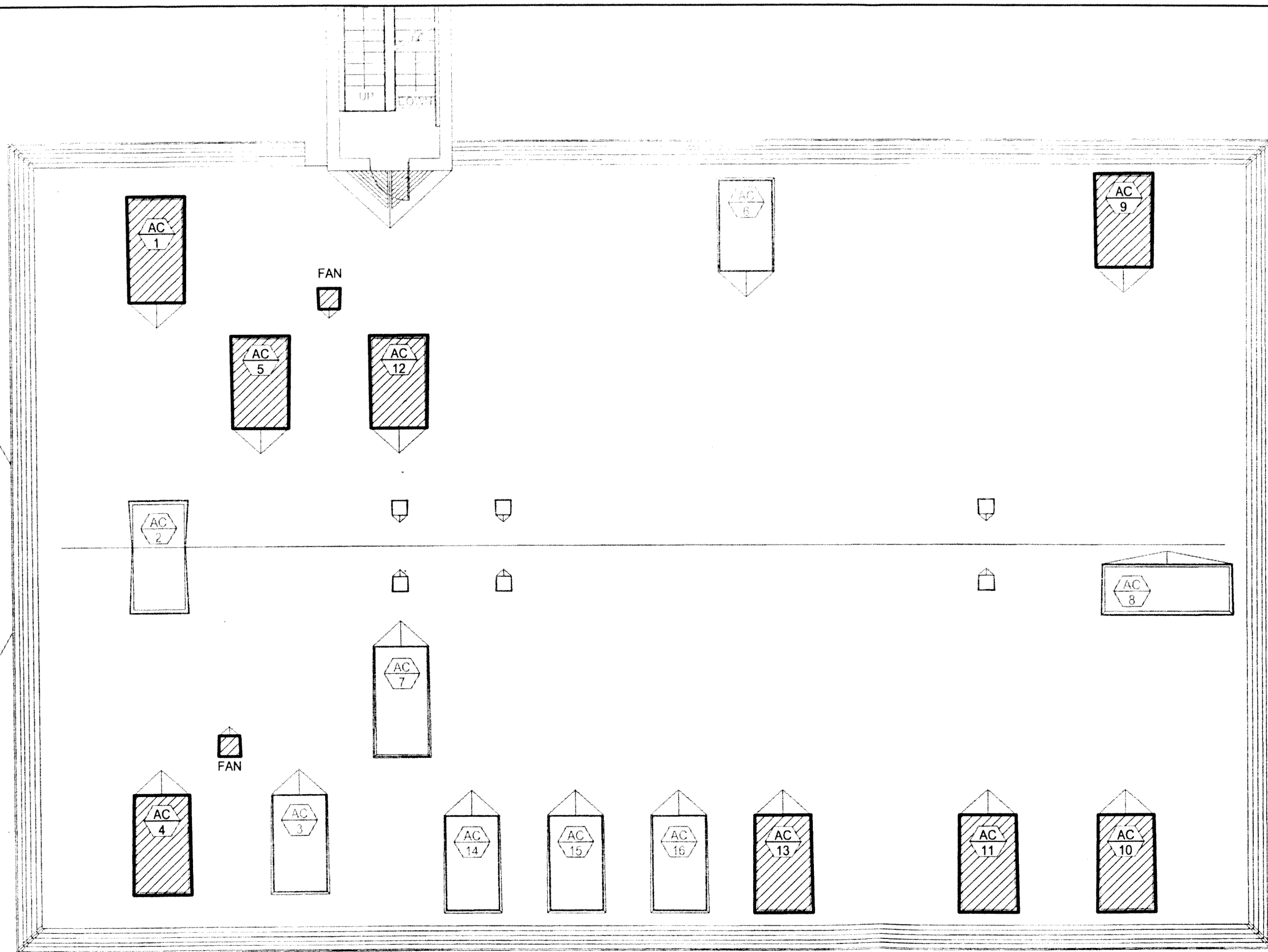
Submitted: _____ Contractor _____ Date _____ **TOTAL \$** _____

Checked: _____ Engineer/Project Manager _____ Date _____ **RETAINED (5%) \$** _____

Approved: _____ Contract Administrator _____ Date _____ **TOTAL LESS RETAINED \$** _____

PREVIOUS PAYMENTS \$ _____

DUE THIS ESTIMATE \$ _____



ROOF PLAN

NOT TO SCALE

(E) HVAC UNIT	
AC NO.	DETAILS
AC 1	"LENNOX" CHP9-653 PER ORIGINAL PLANS
AC 2	"CARRIER" MOD. # 50H50006-611 SER. # 1203640226 HONEYWELL ECONOMIZER MOD. #1002-0074 3 # - POWER 460
AC 3	"CARRIER" MOD. # 50H50005-601 SER. # 1101G20160 NO ECONOMIZER - 3 # - POWER 460
AC 4	"LENNOX" CHP9-513 PER ORIGINAL PLANS
AC 5	"LENNOX" CHP8-953 PER ORIGINAL PLANS
AC 6	"CARRIER" MOD. # 50H5-060-601AA SER. # 2999G43050 NO ECONOMIZER - 3 # - POWER 460
AC 7	"CARRIER" MOD# 50H50006-621 SER. #0803G11791 HONEYWELL ECONOMIZER MOD. # 1002-0074 3 # - POWER 460
AC 8	"LENNOX" CHP8-953 PER ORIGINAL PLANS
AC 9	"LENNOX" CHP9-653 PER ORIGINAL PLANS
AC 10	"LENNOX" CHP9-653 PER ORIGINAL PLANS
AC 11	"LENNOX" CHP9-513 PER ORIGINAL PLANS
AC 12	"LENNOX" CHP8-953 PER ORIGINAL PLANS
AC 13	"LENNOX" CHP8-953 PER ORIGINAL PLANS
AC 14	"CARRIER" MOD# 50H50006-621 SER. #0503G30421 HONEYWELL ECONOMIZER MOD. #1002-0074 3 # - POWER 460
AC 15	"CARRIER" MOD# 50H50006-621 SER. #0603G30421 HONEYWELL ECONOMIZER MOD. #1002-0074 3 # - POWER 460
AC 16	"CARRIER" MOD# 50H50006-621 SER. #2801G32233 HONEYWELL ECONOMIZER MOD. # 1002-0074 3 # - POWER 460
AC 17	COMPUTER SUPPORT SPLIT SYSTEM - TRANE CONDENSING UNIT MOD. # TB018C100AZ SER. #22237755F POWER 200-230 - SINGLE PHASE
	TRANE AIR HANDLER UNIT MOD. # BWV718A100EO SER. #522395262 POWER 200-230 - SINGLE PHASE

LEGEND

- INDICATES UNITS TO BE REMOVED AND REPLACED IN LIST
- INDICATES UNITS TO BE REMOVED AND REPLACED ON PLAN

REVISION	DATE	DESCRIPTION
<p>HVAC CONTROLS UPGRADE MECHANICAL PLAN ROOF PLAN</p>		
<p>LIBRARY/GENERAL SERVICES 345 FAIR LANE PLACERVILLE, CA 95667</p>		
<p>County of El Dorado Department of Transportation Facilities Engineering Division 3000 Fair Lane Court Placerville, CA 95667 (530) 821-5850</p>		
<p>THIS DRAWING IS NOT FINAL OR TO BE USED FOR CONSTRUCTION UNLESS IT IS SIGNED BY THE ARCHITECT / ENGINEER.</p>		
<p>DATE: 12/29/2010</p>		
DESIGNED BY:	DRY	
DRAWN BY:	DRY	
CHECKED BY:	TAM	
<p>PW 11-30577</p>		
<p>CIP #90063</p>		
<p>SHEET NO.</p>		
<p>M1.0</p>		
<p>PAGE 1 OF 1</p>		