

**NAPA COUNTY AGREEMENT NO. 270055B**

**AGREEMENT FOR MINOR CONSTRUCTION, REPAIR OR MAINTENANCE**

THIS AGREEMENT is made and entered into in Napa County, California, this \_\_\_\_ day of \_\_\_\_\_, 2026, (“Effective Date”) by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “County”, and Bell Products, Inc. whose address is P.O. Box 396, Napa, CA 94559, hereinafter referred to as “Contractor”.

**RECITALS**

- A. County needs the services of a licensed contractor in order to perform maintenance and inspection services for the heating, ventilation and air conditioning systems at various County owned or operated buildings.
- B. Contractor was selected to perform the work after a competitive process conducted pursuant to RFP No. PM022601.
- C. For good and valuable consideration, the sufficiency of which is acknowledged, County and Contractor agree as follows:

**AGREEMENT**

**ARTICLE I – SCOPE OF WORK**

- 1.1 Scope of Work.** Contractor shall perform the scope of work described in Exhibit A to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits, the Request for Proposals, Request for Quotes, or Invitation for Bids issued by County (if any), and Contractor’s proposal, quote, or bid.
- 1.2 Schedule.** Contractor shall perform and complete the scope of work in accordance with the schedule set forth in Exhibit A. Contractor shall further perform the scope of work in compliance with any interim milestones or deadlines, as may be set forth in Exhibit A.
- 1.3 Warranty.** Contractor warrants to County that any construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in this Agreement, of good quality, in conformance with the scope of work, Exhibits and any attachments thereto, and free of defects in materials and workmanship. Contractor shall correct or replace any work not in conformance with this warranty at its own cost and expense, if notified by County within one year after the date the project is complete, unless a longer period is specified by the Contract Documents.

are in addition to and independent of County's rights under any other provision of this Agreement and any right or remedy available to County at law or in equity.

**2.3.1 Absence of Default.** If after County gives notice of termination for cause, it is determined that Contractor was not in default of a material obligation of this Agreement, the termination shall be deemed to be a termination for the convenience of County under paragraph 2.2.

**2.4 Director's Authority.** The Director of Public Works or their designee is hereby authorized to make all decisions and take all actions required under this Article to suspend or terminate this Agreement.

### ARTICLE III – COMPENSATION

**3.1 Amount of Compensation.** County shall pay Contractor for satisfactory performance of the scope of work, as follows:

**3.1.1 Rates.** County shall pay Contractor for Routine Services (as defined in Section I of Exhibit A) at the lump sum prices set forth in Section I of Exhibit B. County shall pay Contractor for Non-Routine Services (as defined in Section II of Exhibit A) at the hourly rates set for in Section II of Exhibit B.

**3.1.2 Expenses.** Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B. Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B.

**3.1.3 Maximum Amount.** Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of TWO HUNDRED SIXTY-TWO THOUSAND NINE HUNDRED THIRTY-ONE DOLLARS (\$262,931) for Routine Services and ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) for Non-Routine Services per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon work actually performed and reimbursable expenses actually incurred.

**3.2 Payment Process.** Contractor may submit one invoice per calendar month, per service location, in arrears for work performed, to the Public Works Administrative Manager who will review the invoice to confirm its contents match the work performed during the period covered by the invoice. If approved, the invoice will be forwarded to the Napa County Auditor for payment no later than 15 days following receipt of the invoice.

**3.2.1 Content of Invoices.** Invoices shall be in a form acceptable to the Napa County Auditor and include Contractor's name, address, Social Security or Taxpayer Identification

Number, and the Napa County Agreement number. If this Agreement provides for payment based on unit prices or tasks completed, invoices shall include itemization of the hours worked, descriptions of the tasks completed during the billing period, the names and positions of person(s) performing the work, and the hourly or task rates. If the Agreement or Exhibit B provides for a fixed or lump sum price and Contractor presents monthly invoices, each invoice must indicate the percentage of work completed (e.g., 50% of design or draft report) or the milestone(s) achieved in Exhibit B, which will allow Contractor to be paid the equivalent percentage of the fixed price.

**3.2.2 Expenses.** If the Agreement provides for reimbursement of expenses, invoices shall describe the nature and cost of the expense, and the date incurred. Receipts must be included with the invoice.

**3.3 Annual Appropriation of Funds.** Contractor acknowledges that the term of this Agreement may extend over multiple County fiscal years, and that compensation under this Agreement is contingent on the Board of Supervisors appropriating funding for this Agreement for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. County is not obligated to pay Contractor, nor is Contractor obligated to perform further work, if sufficient funds have not been appropriated and authorized by the Board of Supervisors.

**3.4 Price Adjustments.** After the first contract year, County may increase the unit prices or hourly rates in Exhibit B upon approval of Contractor's written request and justification as set forth in this paragraph. Increases may only be made once per contract year in an amount not to exceed the increase in the Consumer Price Index for the San Francisco-Oakland-Hayward area for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 3.0%, whichever is less, during the preceding one-year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later years. Contractor's request and justification must include the amount of the requested adjustment, a description of the nature and magnitude of the increased costs impacting Contractor, explain how the requested adjustment reflects such increased costs, and the proposed effective date of the price adjustment. Contractor must provide such written request and justification no less than sixty days before the proposed effective date of the price adjustment. County may only approve Contractor's request in writing. Increasing the unit prices or hourly rates pursuant to this paragraph does not affect the maximum contract amount in paragraph 3.1.3.

#### ARTICLE IV – BONDS AND INSURANCE

**4.1 Insurance.** Prior to commencing the scope of work, Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the insurance coverage set forth in Exhibit C.

**4.2 Inclusion in Subcontracts.** Contractor shall require its subcontractors and any other entity or person performing work under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit C.

## ARTICLE V – INDEMNIFICATION

**5.1 Indemnification and Hold Harmless.** To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold harmless County and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney’s fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of Contractor or its officers, agents, employees, volunteers, contractors and subcontractors in performing work under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of County or its officers, agents, employees, volunteers, or representatives. Each party shall promptly notify the other party in writing of any third-party claims related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

**5.2 Effect of Insurance.** The provisions of this Article are not limited by the requirements of Article IV related to insurance.

**5.3 Enforcement Costs.** Contractor shall reimburse any and all costs County incurs enforcing the indemnity, hold harmless, and defense provisions set forth in this Article.

**5.4 Survival.** This Article shall survive termination or expiration of this Agreement and continue in effect so long as a viable claim may exist.

## ARTICLE VI – MANDATORY COUNTY PROVISIONS

**6.1 Compliance with County Policies.** Contractor shall comply, and require its employees and subcontractors to comply, with the following policies, copies of which are available on County’s website at <https://www.countyofnapa.org/771/Purchasing> and are hereby incorporated by reference.

**6.1.1** Napa County “Waste Source Reduction and Recycled Product Content Procurement Policy,” which is found in the Napa County Policy Manual Part I, Section 8D.

**6.1.2** Napa County “Discrimination, Harassment and Retaliation Prevention Policy,” which is found in the Napa County Policy Manual Part I, Section 37K.

**6.1.3** Napa County “Drug and Alcohol Policy,” which is found in the Napa County Policy Manual Part I, Section 37O.

**6.1.4** “Napa County Information Technology Use and Security Policy” which is found in the Napa County Policy Manual Part I, Section 31A.

**6.1.5** Napa County “Workplace Violence Policy,” which is found in the Napa County Policy Manual Part I, Section 37U.

**6.2 Inducement of County Employees.** Contractor shall not permit its officers, agents, or employees to engage in any activities during the performance of the work under this Agreement that would interfere with compliance or induce violation of these policies by County employees or contractors.

## ARTICLE VII – COMPLIANCE WITH LAWS

**7.1 Compliance with Controlling Law.** Contractor shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. Contractor shall comply immediately with all directives issued by County or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

**7.1.1** Vehicles with a GVWR greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions of air pollutants. For more information, please visit the CARB Advanced Clean Fleets webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-cleanfleets>.

**7.2 Conflict of Interest.** Contractor acknowledges that they are aware of the provisions of Government Code sections 1090, et seq., and sections 87100, et seq., relating to conflict of interest of public officers and employees. Contractor hereby covenants that it presently has no interest not disclosed to County and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of the scope of work under this Agreement. Contractor further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. Violation of this paragraph by Contractor is a material breach of this Agreement which may result in termination of the Agreement for cause.

**7.3 Taxes.** Contractor shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Contractor shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Contractor shall indemnify and hold County harmless from any liability it may incur to the United States or the State of California if Contractor fails to pay or withhold, when due, all such taxes and obligations. If County is audited for compliance regarding any withholding or other

applicable taxes or amounts, Contractor shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

**7.4 Prevailing Wage Requirements.** The scope of work includes “public works” as defined in the California Labor Code. Contractor shall comply with all State prevailing wage requirements, including but not limited to those set forth in Exhibit D.

**7.5 Clayton and Cartwright Acts.** Pursuant to California Public Contract Code section 7103.5, in entering into this Agreement the Contractor offers and agrees to assign to County 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 this Agreement. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.

**7.6 Trenching and Excavation.** If this Agreement involves digging trenches or other excavations that extend deeper than four feet below the surface and Contractor encounters any of the conditions described below, Contractor shall promptly notify County in writing before the conditions are disturbed. The parties will address the conditions in accordance with California Public Contract Code section 7104.

**7.6.1** Material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

**7.6.2** Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

**7.6.3** Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

## ARTICLE VIII – DISPUTE RESOLUTION

**8.1 Contractor Claims.** If Contractor submits a claim for a time extension, extra work, or payment of an amount disputed by County, that arises from construction or repair work, the parties shall attempt to resolve the dispute in accordance with the procedure set forth in Public Contract Code section 9204. The mediation provisions in this Article apply to the mediation required by Public Contract Code section 9204. If Contractor’s claim arises solely from maintenance work, the parties shall proceed directly to dispute resolution under paragraph 8.2 below.

**8.2 Mandatory Non-binding Mediation.** If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation through Judicial Arbitration and Mediation Services (JAMS) or any other neutral organization agreed to by the parties. To initiate mediation, the initiating party shall send written notice of its request for mediation to the opposing party. Mediation is mandatory before either party may initiate litigation or have recourse in a court of law.

**8.3 Mediation Costs.** The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

**8.4 Selection of Mediator.** A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator may be selected from lists furnished by JAMS or any other agreed upon mediator. The parties shall endeavor to agree on a mediator within 10 business days, unless a longer period is mutually agreed to in writing by Contractor and County. If the parties cannot agree on a mediator, JAMS or other neutral organization shall select the mediator.

**8.5 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, or admissions will be confidential to the proceedings and will be subject to Evidence Code section 1152. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though County's recommendation of settlement may be subject to the approval of the Board of Supervisors. Either party may have attorney(s), witnesses, or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

**8.6 Mediation Results.** Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission into evidence is otherwise agreed to in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their files and actions shall not be subject to discovery.

## ARTICLE IX – GENERAL PROVISIONS

**9.1 Access to Records/Retention.** Contractor shall provide County with access to Contractor's records which are reasonably necessary for County to review or audit Contractor's compliance with the provisions of this Agreement. Contractor shall provide such access within 10 business days after written request by County, either by providing copies of the requested records to County or allowing County to inspect and photocopy the records at Contractor's place of business where the records are kept. Contractor shall maintain all records related to this Agreement for at least four years after expiration or termination of this Agreement.

**9.2 Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

**COUNTY**

Napa County Public Work  
1195 Third Street, Suite 101  
Napa, CA 94559

**CONTRACTOR**

Bell Products, Inc.  
P.O. Box 396  
Napa, CA 94559

**9.3 Independent Contractors.** Contractor and its subcontractors, if any, are independent contractors and not agents of County. Any provisions of this Agreement that may appear to give County any right to direct Contractor concerning the details of performing the scope of work, or to exercise any control over such performance, shall mean only that Contractor shall follow the direction of County concerning the end results of the performance.

**9.4 Contract Interpretation.** This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the work to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

- 9.4.1** This Agreement.
- 9.4.2** The Exhibits to this Agreement.
- 9.4.3** The RFQ or RFP issued by County.
- 9.4.4** Contractor's bid or proposal.

**9.5 Drafting Ambiguities.** The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

**9.6 Third Party Beneficiaries.** Unless expressly set forth in this Agreement, none of the provisions of this Agreement are intended to benefit any third party not specifically referenced herein. No person other than County and Contractor shall have the right to enforce any of the provisions of this Agreement.

**9.7 Force Majeure.** In the event either party's performance is delayed due to causes which are outside the control of both parties and their subcontractors, consultants and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party is entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

**9.8 Confidentiality.** All work performed by Contractor and any subcontractors, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of County. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of County. Contractor shall not disclose records or other information provided by County under this Agreement to any third party, except as necessary to perform the scope of work, unless the records or information: (1) were publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by County; (2) subsequently become publicly known through no act or omission of Contractor; or (3) otherwise become known to Contractor other than through disclosure by County.

**9.9 Insolvency.** Contractor shall notify County if Contractor enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of County contract numbers and contracting offices for all County contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

**9.10 Attorney's Fees.** If either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action. This paragraph does not apply to attorney's fees or costs incurred before or during mediation.

**9.11 Venue.** This Agreement is made and entered into in Napa County, California. Venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa. Venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Northern District of California.

**9.12 Exhibits Incorporated.** All Exhibits referenced in this Agreement are hereby incorporated into the Agreement by this reference.

**9.13 County Powers.** Nothing contained in this Agreement shall be construed as a limitation upon the powers of County as a subdivision of the State of California. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of County in its governmental or regulatory capacity.

**9.14 Survival of Obligations.** All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 1.3 (Warranty), 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and Article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

**9.15 Severability.** Should any provision of this Agreement be held invalid or illegal by a court of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Agreement, but rather, the Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced accordingly, except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely impact either or both parties' consideration for entering into this Agreement.

**9.16 Amendment/Modification.** This Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of Contractor to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in compensation or contract time.

**9.17 No Waivers.** Any failure by either party to insist upon the strict performance by the other of any obligation of this Agreement, or any failure to exercise any right or remedy for a breach of any term or condition of this Agreement, shall not constitute a waiver of any such failure to perform or breach of any term or condition. A waiver must be express and in writing. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

**9.18 No Assignments.** Contractor may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without County's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at County's sole discretion. In no event shall any putative assignment create a contractual relationship between County and any putative assignee.

**9.19 Successors in Interest.** All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

**9.20 Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

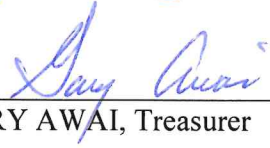
**9.21 Counterparts; Electronic Signatures.** By executing this Agreement, all Parties consent and agree that any electronic signature, as defined by Civil Code § 1633.2(h), affixed thereon shall have the full force and effect as a wet or manual signature. This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

*[Remainder of page left blank intentionally; signature page follows.]*

**IN WITNESS WHEREOF**, this Agreement is executed by County, acting by and through the Chair of the Board of Supervisors, and by Contractor through its duly authorized officer(s).

BELL PRODUCTS, INC.

By   
JEFF ALCAYAGA, President

By   
GARY AWAI, Treasurer

NAPA COUNTY, a political subdivision of the State of California

By \_\_\_\_\_  
AMBER MANFREE, Chair of the Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Sabrina S. Wolfson</u> Deputy County Counsel</p> <p>Date: <u>May 27, 2026</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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## **EXHIBIT A SCOPE OF WORK**

Contractor shall provide the County with routine and non-routine/emergency HVAC maintenance and inspection services at various County locations. Contractor shall perform all work according to best practices and standards of the trade and in strict compliance with all Federal, State, County, and Municipal laws, codes, and regulations in connection with the performance of the work.

Contractor shall schedule and coordinate services with the appropriate County staff as designated by Napa County Public Works.

Contractor shall furnish all labor, tools, equipment, materials (including belts and filters), and supervision necessary to perform the scope of work. Contractor shall perform all work with minimal disruption to surrounding property and facilities. Service technicians shall be clearly identifiable, such as wearing apparel, name tag, or other items bearing the company's name/branding while on County premises.

If while providing services the Contractor identifies system or equipment deficiencies, the Contractor shall promptly notify County of the deficiency and advise of recommended or necessary repairs.

During the term of the agreement, County may request changes in service frequency, additional routine sites, or removal of routine sites if services are no longer required.

### **I. ROUTINE SERVICES**

Contractor shall perform the routine inspection and maintenance services described in this Section I (collectively, "Routine Services") in accordance with the terms of this Agreement.

#### **Annual Full Service - 1 time annually:**

1. Replace belts
2. Rodding of barrels
3. Breakdown and service of boilers

#### **Annual Belt Replacement - 1 time annually:**

1. Replace belts

#### **Annual Energy Wheels Cleaning – 1 time annually:**

1. Clean energy wheels

#### **Semi-Annual - Closed loop Systems 2 times annually, 6 months apart**

1. Conduct a nitrate test on recirculating water from closed loop systems
  - o Maintain 800-1,000 PPM of sodium nitrate in each closed loop system
2. Add treatment to system as necessary, utilizing a bypass feeder

**Quarterly Chiller Maintenance - 4 times annually:**

1. Start unit, and record running hours
2. Remove oil samples, send to lab for analysis, and provide results to County
3. Inspect, adjust and record oil levels on all components, verify for leaks
4. Measure and verify seal leak rate cc/r
5. Measure and verify oil heater operation
6. Replace oil filter "o" rings
7. Measure and verify motor cooling refrigerant filters
8. Measure and verify refrigerant contamination
9. Record condenser pressure
10. Record evaporator pressure
11. Lubricate vane seal oiler
12. Megger test motor and oil pump
13. Inspect starter and contact surfaces
14. Measure and verify coupling and alignment
15. Clean unloader pot
16. Measure and verify structural integrity of units
17. Review and discuss logs with County staff

**Quarterly Tune-up - 4 times annually:**

1. Replace filters
2. Wash any washable type filters
3. Inspect and lubricate all motors, bearings, and dampers
4. Adjust or replace belts and drives
5. Check thermocouple
6. Check electronic igniter
7. Check safety controls
8. Inspect and clean heat exchanger
9. Adjust and clean pilot and burners
10. Inspect combustion air vents and flue pipe
11. Clean condensate pan and drain

12. Clean evaporator coil as needed
13. Clean condenser coil as required
14. Measure and verify back-up heat source
15. Check and adjust refrigerant pressure
16. Check and adjust refrigerant oil levels
17. Measure and verify site glasses
18. Measure and verify oil levels
19. Check crankcase heater
20. Check, and adjust electrical supply, connections, and start components
21. Measure temperature split
22. Measure amperage draws
23. Measure voltage readings
24. Measure and verify condenser loop strainer
25. Measure and verify all operating controls
26. Check reversing valve
27. Check heat strips
28. Check defrost cycle and controls
29. Calibrate and program thermostat
30. Measure and verify operating temperatures
31. Measure and verify moisture indicators
32. Measure and verify cap tubes/piping for chafing
33. Inspect systems for leaks
34. Measure and verify humidifier controls, strainer, level controls, hand valves, drain/pan, heating elements, and clean float assembly
35. Measure and verify outside air intakes
36. Inspect expansion valve bulb clamp
37. Inspect cabinetry/hardware conditions, and tighten nuts/bolts as necessary
38. Measure and verify the structural integrity of unit
39. Measure and verify blade pitch operation
40. Inspect/lube blade links
41. Measure and verify rotary union
42. Check equipment for rust, and wear

43. Verify UV light bulbs are in working order

**Bi-Monthly Preventive Maintenance - 6 times annually:**

1. Check and calibrate all pneumatic controls, including calibration of thermostats
2. Check air dryer, air compressor, water pumps, air handlers, and reheat coils

**Monthly Cooling Tower Water Testing\* - 12 times annually:**

1. Visually inspect the equipment for defects and possible repairs needed
2. Test cooling tower water for total dissolved solids (TDS)
3. Check operation of conductivity sensor
4. Clean conductivity sensor
5. Clean flow switch sensor
6. Check operation of the chemical feed pump
7. Check operation of the solenoid valve
8. Conduct a phosphonate test on the cooling tower water, and maintain 90-150 PPM of phosphonate in the cooling tower system
9. Perform a bacterial paddle test on the cooling tower water
10. Ensure proper amount of chemicals on site, and refill chemical containers and equipment as needed

\*Upon request by the County's Director of Public Works or designee Contractor shall have legionella testing performed up to four times per year.

**Routine Service Locations:** Contractor shall provide County with the Routine Services at each of the locations identified on the table below. The specific type of Routine Service(s) to be provided at each location is identified with a checkmark (✓). All locations are in Napa, California unless otherwise stated:

*[Remainder of page left blank intentionally. Scope of Work Exhibit A the next page.]*

<b>Building</b>	<b>Annual Maintenance - Full</b>	<b>Annual Belt Replacement</b>	<b>Annual Energy Wheels Cleaning</b>	<b>Semi-Annual Closed Loop Systems</b>	<b>Quarterly Chiller Maintenance</b>	<b>Quarterly Tune Up</b>	<b>Bi-Monthly Preventative Maintenance</b>	<b>Monthly Cooling Tower Water Testing</b>
County Administration Building 1195 Third St.	✓			✓	✓	✓	✓	
ITS/HHSA CSOA 650 Imperial Way		✓				✓		
Hall of Justice 1125 Third St.	✓			✓	✓	✓	✓	✓*
1127 First Street Building 1127 First St.	✓			✓		✓		
South Campus, Building A 2751 Napa Valley Corporate Dr.		✓				✓	✓	
South Campus, Building B 2751 Napa-Valley Corporate Dr.	✓			✓		✓		
Sheriff's Office 1535 Airport Blvd.	✓			✓		✓		
Re-Entry Facility 2200 Napa Vallejo Hwy.		✓				✓		
Napa County Library – Main Branch 580 Coombs St.		✓	✓			✓		
County Airport 2000 Airport Rd.	✓			✓		✓		

\*Legionella testing to be performed up to four times per year.

**Written Reports:** For each service visit to a service location, Contractor shall prepare a written report for all services performed during the service visit. Reports shall include the type of service performed, applicable results, and the technician's name who performed the work. Contractor shall provide inspection reports to the County's Facilities Superintendent and Maintenance Supervisor(s) within five (5) working days of service.

**Hours and Frequency of Service:** All Routine Services will be performed between the hours of 7:00 a.m. and 4:00 p.m., or as mutually determined by the County's Director of Public Works or Designee and Contractor, Monday through Friday, excluding holidays.

If any equipment malfunction occurs after a related Routine Service or Non-Routine Service, Contractor shall provide call back service during regular working hours of regular working days at no additional charge. If County authorized call back services are required after a related Routine Service or Non-Routine Service, outside regular routine hours, the Contractor will absorb the worked hours at regular hourly rates and will be reimbursed by the County for the difference between the regular hourly rate and the overtime or double time hourly rates provided in Exhibit B.

Call back services shall be provided within twenty-four (24) hours of request.

**County Holidays:** No Routine Services shall be provided on the Napa County observed holidays below. Holidays are subject to change. Service locations' observance days may vary:

New Year's Day	Juneteenth	Veterans' Day
Martin Luther King, Jr.'s Birthday	Independence Day	Thanksgiving Day
Washington's Birthday	Labor Day	Day after Thanksgiving
Cesar Chavez's Birthday	Indigenous People's Day	December 24 – Winter Holiday
Memorial Day		December 25 – Winter Holiday

County Winter Recess (December 26-December 31) may cause some service locations to be closed or have reduced operations.

## II. NON-ROUTINE AND EMERGENCY/ON-CALL SERVICES

Upon request by the County's Director of Public Works or designee Contractor shall perform Non-Routine maintenance and inspection services for HVAC systems Countywide as needed at times to bring systems to basic operational condition ("Non-Routine Services"). Non-Routine services shall include any inspection, maintenance, repair, or replacement services not described in Section I above. Contractor shall perform the Non-Routine Services at the hourly rates provided in Exhibit B.

Emergency callback services shall be provided within four (4) hours of request.

**Response Time:** Contractor shall communicate receipt of requests for Non-Routine Services within twenty-four (24) hours. Contractor shall provide on-site emergency service within four (4) hours of requests.

## III. ADDITIONAL INFORMATION

**Licensing, Registration & Certification:** Contractor shall maintain a California C-20 Warm-Air Heating, Ventilating and Air-Conditioning Contractor License through the term of this Agreement.

Contractor shall be registered with the California Department of Industrial Relations (DIR) through the term of this Agreement.

Contractor's technicians who perform work under this Agreement must be appropriately certified under Section 608 of the Clean Air Act.

Contractor must maintain all required licensing, registrations, permits, and certifications under both state and local jurisdictions that are necessary for the execution of the Routine Services and Non-Routine Services throughout the entirety of this Agreement.

**Prevailing Wage:** Payment of California Prevailing Wage is required. In accordance with Section 1774 of the Labor Code, the prevailing wage rates for classifications of labor to be employed in the work have been determined and copies of the applicable determinations are on file at the Public Works Office and may be reviewed upon request. Workers must be paid at the rates at least equal to the prevailing wage.

**Subcontracting of Services:** If the Contractor wishes to use a subcontractor not specified in their proposal, prior written approval from the County's Public Works Director or designee must be obtained. If a subcontract for work or services is performed, the subcontract must contain all required provisions of this Agreement. Contractor shall invoice for any subcontractors services in accordance with the terms of the Agreement. Direct invoicing from subcontractors is prohibited.

**Security and Privacy:** Any person entering a Napa County building may be required to complete a Confidentiality Agreement, Visitor Security Clearance Form, or other security and privacy related form.

#### **COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.**

As required by Government Code section 7550, each document or report prepared by Contractor for or under the direction of County pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

#### **COMPLIANCE WITH ADA AND REHABILITATION ACT OF 1973 SECTION 508.**

Contractor shall ensure that any reports, and any deliverable to the County is delivered in a manner to ensure non-discrimination and equal access to County services and digital properties such as websites, documents, and applications by persons with a disability under the Americans with Disabilities Act (ADA) and under Section 508 of the Rehabilitation Act of 1973. Contractor shall ensure that any deliverable, including but not limited to, reports, documents, videos, multimedia productions, live broadcasts and any and all other web content and information communications technology are fully accessible and in compliance with federal accessibility standards and laws and with the County's Web Content Accessibility Standards. Examples of accessibility measures include, but are not limited to, providing closed captions, video descriptions, and 508 compliant players.

**EXHIBIT B  
COMPENSATION**

**I. ROUTINE SERVICES**

Annual lump sum rates for Routine Services described in Section I of Exhibit A are listed in the chart below. The lump sum rates include all equipment, labor, and associated costs for performing the Routine Services. No additional compensation will be allowed for Routine Services.

<b>Building</b>	<b>(1) Annual Maintenance - Full</b>	<b>(1) Annual Belt Replacement</b>	<b>(1) Annual Energy Wheels Cleaning</b>	<b>(2) Semi-Annual Closed Loop Systems</b>	<b>(4) Quarterly Chiller Maintenance</b>	<b>(4) Quarterly Tune Up</b>	<b>(6) Bi-Monthly Preventative Maintenance</b>	<b>(12) Monthly Cooling Tower Water Testing</b>	<b>Totals</b>
County Administration Building	\$2,948			\$190	\$2,186.25	\$2,916.50	\$1,900		\$35,139
ITS/HHSA CSOA		\$952				\$2,285.25			\$10,093
Hall of Justice	\$5,970			\$190	\$1,806.25	\$1,553.25	\$1,520	\$540*	\$35,388
1127 First Street Building	\$1,877			\$190		\$7,497.25			\$32,246
South Campus, Building A		\$2,122				\$4,394.75	\$2,280		\$33,381
South Campus, Building B	\$5,757			\$190		\$11,606.50			\$52,563
Sheriff's Office	\$2,761			\$190		\$3,496.75			\$17,128
Re-Entry Facility		\$1,057				\$4,823.75			\$20,352
Napa County Library – Main Branch		\$1,276	\$380			\$3,939.25			\$17,413
County Airport	\$1,525			\$190		\$1,830.75			\$9,228
<b>Total Per Service Annualized</b>	<b>\$20,838</b>	<b>\$5,407</b>	<b>\$380</b>	<b>\$2,280</b>	<b>\$15,970</b>	<b>\$177,376</b>	<b>\$34,200</b>	<b>\$6,480</b>	<b>\$262,931</b>

\*Legionella testing up to four times per year at no additional cost.

**II. NON-ROUTINE SERVICES**

Authorized Non-Routine Services shall be performed on a time and materials basis in accordance with the rates listed in the chart below.

<b>Job Title/Classification</b>	<b>Regular Rate Per hour</b>	<b>Overtime Rate Per hour</b>	<b>Double Time Rate Per hour</b>
Journeyman Service Tech	\$190.00	\$285.00	\$380.00
Journeyman Plumber	\$190.00	\$285.00	\$380.00

<b>Category</b>	<b>Rate</b>
Material Mark-up	15%
Truck Charge**	\$70.00
Inspection only base rate, T&M	190.00 per hour

\*\*Truck charges are a one-time per issue charged again on subsequent follow-up visits.

Payment of California Prevailing Wage is required.

**III. CONTRACTOR DEFINED HOURS**

Regular Rate: Labor hours worked Monday through Friday during a regularly scheduled workday from 7:00 a.m. to 3:30 p.m.

Overtime: Labor hours worked after an employee has completed their 8-hour shift, or when working an emergency or “on-call” shift.

Double Time: Labor hours worked on Sundays or recognized holidays.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

**C.1 Workers Compensation Insurance.** To the extent required by law during the term of this Agreement, Contractor shall provide workers compensation insurance for the performance of any of Contractor's duties under this Agreement as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than TWO MILLION DOLLARS (\$2,000,000) per accident for bodily injury or disease, all with and a waiver of subrogation. Contractor shall provide County with certification of all such coverages upon request by County's Risk Manager.

**C.2 Liability Insurance.** Contractor shall obtain and maintain in full force and effect during the term of this Agreement the following occurrence-based liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

**C.2.1 General Liability.** Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Contractor or any officer, agent, or employee of Contractor under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

**C.2.2 Professional Liability/Errors and Omissions.** Not required.

**C.2.3 Comprehensive Automobile Liability Insurance.** Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Contractor's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph C.2.1, above. If Contractor or Contractor's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Contractor shall provide evidence of personal auto liability coverage for each such person upon request.

**C.3 Certificates of Coverage.** All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Contractor with the County Department administering this Agreement prior to commencement of the Scope of Services.

**C.3.1 Notice of Cancellation.** The certificate(s) or other evidence of coverage shall reference this Agreement by its County number or title and department; shall be kept current during the term of this Agreement; shall provide that County shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium.

**C.3.2 Multiple Insureds.** The certificate(s) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

**C.3.3 Waiver of Subrogation and Additional Insured Endorsements.** For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Contractor shall also file with the evidence of coverage an endorsement from the insurance provider naming Napa County, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Contractor shall file an endorsement waiving subrogation with the evidence of coverage.

**C.3.4 Additional Requirements.** The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Contractor not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of County shall pertain only to liability for activities of Contractor under this Agreement, and that the insurance provided is primary coverage to County with respect to any insurance or self-insurance programs maintained by County. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

**C.4 Copies of Policies.** Upon request by County's Risk Manager, Contractor shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

**C.5 Deductibles/Retentions.** Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Contractor by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or Contractor shall

procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**EXHIBIT D**  
**CALIFORNIA PREVAILING WAGE REQUIREMENTS**

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair and maintenance work performed under this Agreement is “public works” subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. Contractor and any subcontractors shall comply with State prevailing wage laws including but not limited to the requirements listed below.

**D.1 Payment of Prevailing Wages.** Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

**D.1.1** Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

**D.1.2** The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

**D.2 Penalties for Violations.** Contractor and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This is in addition to any other applicable penalties allowed under the California Labor Code.

**D.3 Payroll Records.** Contractor shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require all subcontractors to also comply with section 1776 to the extent they are performing public works. Contractor and all subcontractors shall furnish records specified in section 1776 on a monthly basis directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. Contractor and all subcontractors shall also furnish the records to County at County's request. Contractor shall ensure its subconsultants and subcontractors prepare and submit payroll records to the DIR and County as required by this paragraph.

**D.3.1** If Contractor and any subcontractors are exempt from the DIR registration requirement pursuant to paragraph D.9.3 below, then Contractor and any subcontractors are not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

**D.3.2** County may require Contractor and its subcontractors to prepare and submit records specified in section 1776 to County and the Labor Commissioner on a weekly basis, at no additional cost to County.

**D.4 Apprentices.** Contractor and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices on public works projects. Contractor is responsible for compliance for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n), and could be penalized for violations of its subcontractors pursuant to California Labor Code section 1777.7.

**D.5 Working Hours.** Contractor and all subcontractors shall comply with California Labor Code sections 1810 through 1815. Contractor and all subcontractors shall restrict the time of service of any worker on a public works project to eight hours during any one calendar day and forty hours during any one calendar week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay. Violations are subject to penalties of \$25 per worker per day pursuant to California Labor Code section 1813.

**D.6 Required Provisions for Subcontracts.** Contractor shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1813, and 1815.

**D.7 Labor Code Section 1861 Certification.** In accordance with California Labor Code section 3700, Contractor is required to secure the payment of compensation of its employees. By signing the Agreement to which this is an exhibit, Contractor certifies that:

“I am aware of the provisions of Section 3700 of the California 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.”

**D.8 Compliance Monitoring and Enforcement.** This project is subject to compliance monitoring and enforcement by the DIR. County must withhold contract payments from Contractor as directed by the DIR, pursuant to California Labor Code section 1727.

**D.9 Registration Requirements.** Contractor and any subcontractors shall not engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5.

**D.9.1** By signing the Agreement to which this is an Exhibit, Contractor is certifying that it has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5.

**D.9.2** County may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and Contractor shall provide the list within ten (10) working days of County’s request.

**D.9.3** The registration requirement does not apply on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work, or on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

**D.10 Stop Order.** Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.