

CONTRACT

(Public Works Agreement Informally Bid as Authorized by Public Contract Code Section 10122)  
(Siskiyou County Standard Form Contract No. 22-107010-04A)

1. **SPECIAL TERMS.** These special terms are incorporated below by reference and shall be furnished by the below stated Contractor in conformance with the "Greenbook" 2021 Edition.

(See Secs. 26,2) Parties: County Department of General Services  
**SISKIYOU COUNTY**  
190 Greenhorn Road  
Yreka, CA 96097

and

Contractor: Ark Design Construction & Roofing, Inc.  
9470 Deschutes Road  
PO Box 868  
Palo Cedro, CA 96073-0868

(See Sec. 26) Effective Date: August 9<sup>th</sup> 2022

(See Sec. 2) The Scope of Work: See Exhibit A and B attached hereto. The location of this project is 810 S Main St. Yreka, CA

(See Sec. 3) Completion Time: Within 120 calendar days from the start date August 9<sup>th</sup> 2022, as established in the Section 3 and 5, Notice to Proceed or Specifications

(See Sec. 4) Liquidated Damages: \$250.00 per calendar day.

(See Sec. 26) Public Agency's Agent: Thomas Deany, Director of Public Works

(See Sec. 6) Contract Price Not to Exceed: Seven Hundred and Six Thousand Dollars and no/100 (\$706,000.00)

(See Sec. 7) Federal Taxpayers I.D.: 68-0310708, DIR #1000063701, License No: 632117

2. **WORK CONTRACT, CHANGES.** (a) By their signatures in Section 26, effective on the date set forth in Section 26, these parties promise and agree as set forth in this contract, incorporating by these references the material ("special terms") in Section 1.

(b) Contractor shall, at his own cost and expense, and in a workmanlike manner, fully and faithfully perform and complete the work; and will furnish all materials, labor, services and transportation necessary, convenient and proper in order fairly to perform the requirements of this contract, all strictly in accordance with the Public Agency's plans, drawings and specifications and in conformance with the "Greenbook" 2021 Edition.

(c) The work can be changed only with Public Agency's prior written order specifying such change and its cost agreed to by the parties; and the Public Agency shall never have to pay more than specified in Section 7 without such an order.

3. **TIME: NOTICE TO PROCEED.** Contractor shall start this work as directed in the specifications or the Notice to Proceed; and shall complete it as specified in Section 1 August 9<sup>th</sup>, 2022.

4. **LIQUIDATED DAMAGES.** If the Contractor fails to complete this contract and this work within the time fixed therefor, allowance being made for contingencies as provided herein, he becomes liable to the Public Agency for all its loss and damage therefrom; and because, from the nature of the case, it is and will be impracticable and extremely difficult to ascertain and fix the Public Agency's actual damage from any delay in performance hereof, it is agreed that Contractor will pay as liquidated damages to the Public Agency the reasonable sum specified in Section 1, the result of the parties' reasonable endeavor to estimate fair average compensation therefor, for each calendar day's delay in finishing said work; and if the same be not paid, Public Agency may, in addition to its other remedies, deduct the same from any money due or to become due Contractor under this contract. If the Public Agency for any cause authorizes or contributes to a delay, suspension of work or extension of time, its duration shall be added to the time allowed for completion, but it shall not be deemed a waiver nor be used to defeat any right of the Agency to damages for non-completion or delay hereunder. Pursuant to Government Code Section 4215, the Contractor shall not be assessed liquidated damages for delay in completion of the work, when such delay was caused by the failure of the Public Agency or the owner of a utility to provide for removal or relocation of existing utility facilities.

5. **INTEGRATED DOCUMENTS.** The plans, drawings and specifications or special provisions of the Public Agency's Notice Inviting Bids, Instructions to Bidders, Proposal, Information Required of Bidder, Certifications and Affidavits, required bonds, all issued addenda to such, Contractor's accepted bid for this work, and Notice to Proceed are hereby incorporated into this contract; and they are intended to cooperate, so that anything exhibited in the plans or drawings and not mentioned in the specifications or special provisions, or vice versa, is to be executed as if exhibited, mentioned and set forth in both, to the true intent and meaning thereof when taken all together; and differences of opinion concerning these shall be finally determined by Public Agency's Agent specified in Section 1.

6. **PAYMENT.** (a) For his strict and literal fulfillment of these promises and conditions, and as full compensation for all this work, the Public Agency shall pay the Contractor the sum specified in Section 1, except that in unit price contracts the payment shall be for finished quantities at unit bid prices.

(b) On or about the fifteenth of each calendar month, the Contractor shall be paid for all work satisfactorily completed through the last day of the preceding calendar month, as determined by Public Agency or its Agent, minus 5% thereof pursuant to Public Contract Code Section 9203, but not until defective work and materials have been removed, replaced, and made good.

7. **PAYMENTS WITHHELD.** (a) The Public Agency or its Agent may withhold any payment, or because of later discovered evidence nullify all or any certificate for payment, to such extent and period of time only as may be necessary to protect the Public Agency from loss because of:

- (1) Defective work not remedied, or uncompleted work, or
- (2) Claims filed or reasonable evidence indicating probable filing, or
- (3) Failure to properly pay subcontractors or for material or labor, or
- (4) Reasonable doubt that the work can be completed for the balance then unpaid, or
- (5) Damage to another contractor, or
- (6) Damage to the Public Agency, other than damage due to delays.

(b) The Public Agency shall use reasonable diligence to discover and report to the Contractor, as the work progresses, the materials and labor which are not satisfactory to it, so as to avoid unnecessary trouble or cost to the Contractor in making good any defective work or parts.

(c) 35 calendar days after the Public Agency files its notice of completion of the entire work, it shall issue a certificate to the Contractor and pay the balance of the contract price after deducting all amounts withheld under this contract, provided the Contractor shows that all claims for labor and materials have been paid, no claims have been presented to the Public Agency based on acts or omissions of the Contractor, and no liens or withhold notices have been filed against the work or site, and provided there are not reasonable indications of defective or missing work or of late-recorded notices of liens or claims against Contractor.

8. **INSURANCE**. (Labor Code Sections 1860-61) On signing this contract, Contractor must give Public Agency (1) a certificate of consent to self-insure issued by the Director of Industrial Relations, or (2) a certificate of Workers' Compensation insurance issued by an admitted insurer, or (3) an exact copy or duplicate thereof certified by the Director or the insurer. Contractor is aware of and complies with Labor Code Section 3700 and the Workers' Compensation Law.

9. **BONDS**. On signing this contract Contractor shall deliver to Public Agency for approval good and sufficient Payment and Performance Bonds with sureties, in amount(s) specified in the specifications or special provisions, guaranteeing Contractor's faithful performance of this contract and Contractor's payment for all labor and materials hereunder.

10. **FAILURE TO PERFORM**. If the Contractor at any time refuses or neglects, without fault of the Public Agency or its agent(s), to supply sufficient materials or workers to complete this agreement and work as provided herein, for a period of 10 days or more after written notice thereof by the Public Agency, the Public Agency may furnish same and deduct the reasonable expenses thereof from the contract price.

11. **LAWS APPLY**. Both parties recognize the applicability of various federal, state, and local laws and regulations, especially the Civil Rights Act of 1964, Executive Order 11246, Employment Practices Act, Fair Employment Practices Act, and Chapter 1 of Part 7 of Division 2 of the Labor Code (beginning with Section 1720, and including Sections 1725.5, 1735, 1777.5, and 1777.6 forbidding discrimination). The parties specifically stipulate that the relevant penalties and forfeitures provided in the Labor Code, especially in Sections 1775 and 1813 concerning prevailing wages and hours, as well as Section 1776 concerning certified payroll records, shall apply to this agreement.

12. **BREACH OF CONTRACT**. In the event of a Breach of any of the provisions of the Contract and the institution of any action at law respecting the same, the Parties agree that the non-prevailing party shall pay the prevailing party reasonable attorney's fees and costs as may be determined by the court.

13. **SUBCONTRACTORS**. Public Contract Code Sections 4100-4114 (The Subletting and Subcontracting Fair Practices Act) and Labor Code Section 1725.5 (requirement for licensed contractors and subcontractors to register with the Department of Industrial relations) are incorporated herein.

14. **WAGE RATES**. (a) Pursuant to Labor Code Section 1773, the Director of the Department of Industrial Relations has ascertained the general prevailing rates of wages per diem, and for holiday and overtime work, in the locality in which this work is to be performed, for each craft, classification, or type of worker needed to execute

this contract, and said rates are as specified in the call for bids for this work or are on file with the Public Agency, and are hereby incorporated herein.

(b) This schedule of wages is based on a working day of 8 hours unless otherwise specified; and the daily rate is the hourly rate multiplied by the number of hours constituting the working day. When less than that number of hours are worked, the daily wage rate is proportionately reduced, but the hourly rate remains as stated.

(c) The Contractor, and all his subcontractors, must pay at least these rates to all persons on this work, including all travel, subsistence, and fringe benefit payments provided for by applicable collective bargaining agreements. All skilled labor not listed above must be paid at least the wage scale established by collective bargaining agreement for such labor in the locality where such work is being performed. If it becomes necessary for the Contractor or any subcontractor to employ any person in a craft, classification or type of work (except executive, supervisory, administrative, clerical or other non-manual workers as such) for which no minimum wage rate is specified, the Contractor shall immediately notify the Public Agency which shall promptly determine the prevailing wage rate therefor and furnish the Contractor with the minimum rate based thereon, which shall apply from the time of the initial employment of the person affected and during the continuance of such employment.

15. **HOURS OF LABOR.** Eight hours of labor in one calendar day constitutes a legal day's work, and no worker employed at any time on this work by the Contractor or by any subcontractor shall be required or permitted to work longer thereon except as provided in Labor Code Sections 1810-1815.

16. **APPRENTICES.** Properly indentured apprentices may be employed on this work in accordance with Labor Code Sections 1777.5 and 1777.6, forbidding discrimination.

17. **PREFERENCE FOR MATERIALS.** The Public Agency desires to promote the industries and economy of Siskiyou County and the Contractor therefore promises to use the products, workers, laborers and mechanics of this County in every case where the price, fitness and quality are equal.

18. **ASSIGNMENT.** The agreement binds the heirs, successors, assigns, and representatives of the Contractor; but he cannot assign it in whole or in part, nor any monies due or to become due under it, without the prior written consent of the Public Agency and the Contractor's surety or sureties, unless they have waived notice of assignment.

19. **NO WAIVER BY PUBLIC AGENCY.** Inspection of the work and/or materials, or approval of work and/or materials inspected, or statement by any officer, agent or employee of the Public Agency indicating the work or any part thereof complies with the requirements of this contract, or acceptance of the whole or any part of said work and/or materials, or payments therefor, or any combination of these acts, shall not relieve the Contractor of his obligation to fulfill this contract as prescribed; nor shall the Public Agency be thereby estopped from bringing any action for damages or enforcement arising from the failure to comply with any of the terms and conditions hereof.

20. **HOLD HARMLESS & INDEMNIFICATION.** (a) Contractor promises to and shall defend, indemnify, save, and hold harmless the indemnitees from the liabilities as defined in this section.

(b) The indemnitees benefitted and protected by this promise are the Public Agency and its elective and appointive boards, commissions, officers, agents, and employees, together with any additional persons and entities, if any, listed in the Supplementary General Conditions.

(c) The liabilities protected against are any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses, or liabilities arising out of or in connection with the actions defined below for personal injury, sickness, disease, emotional injury, death, property damage (including loss of use), trespass, nuisance, inverse condemnation, patent infringement, or any combination of these, regardless of whether or not such liability, claim, or damage was foreseeable at any time before the Public Agency approved the improvement plans or accepted the improvements as completed, and including the defense of any suit(s) or action(s) at law or equity concerning these.

(d) The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this contract and attributable to the Contractor, subcontractor(s), supplier(s), trucker(s), anyone for whose acts the Contractor may be liable, or any officer(s), agent(s) or employee(s) of one or more of them.

(e) The promise and agreement in this section is not conditioned or dependent on whether or not any indemnitee has prepared, supplied, or approved any plan(s), drawing(s), specification(s), or special provision(s) in connection with this work or has insurance or other indemnification covering any of these matters.

(f) Except as prohibited by Civil Code Section 2782, the Contractor's obligations under this section shall exist regardless of the existence or degree of fault of the Public Agency or any indemnitee.

(g) The Contractor's obligations under this section shall extend to claims arising after the work is completed and accepted if the claims are related to alleged acts or omissions that occurred during the course of the work. Public Agency's inspection is not a waiver of full compliance with these requirements.

(h) The Contractor and the Contractor's insurance carrier(s) shall respond within 15 days to the tender of any claim for defense and indemnity by the Public Agency, unless this time has been extended by the Public Agency.

(i) With respect to third-party claims against the Contractor, the Contractor waives all rights of any kind to express or implied indemnity against the indemnitees.

(j) Nothing in this section is intended to establish a standard of care owed to any third party or to extend to any third party the status of a third-party beneficiary.

21. **EXCAVATION**. Contractor shall comply with the provisions of Labor Code Section 6705, if applicable, by submitting to Public Agency a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during trench excavation.

22. **RECORD RETENTION AND AUDITING**. Except for materials and records delivered to Public Agency, Contractor shall maintain and retain, for a period of at least five years after Contractor's receipt of the final payment under this contract, all records relating to this contract or to the work, including without limitation estimates, bids, shop drawings, submittals, subcontracts, personnel and payroll records, job reports and diaries, receipts, invoices, cancelled checks and financial records. Upon request by Public Agency, at no additional charge, Contractor shall promptly make such records available to Public Agency, or to authorized representatives of the state and federal governments, at a convenient location within Siskiyou County designated by Public Agency, and without restriction or limitation on their use.

23. **VENUE.** Any litigation involving this contract or relating to the work shall be brought in Siskiyou County, and Contractor hereby waives the removal provisions of Code of Civil Procedure Section 394.

24. **ENDORSEMENTS.** Contractor shall not in its capacity as a contractor with Siskiyou County publicly endorse or oppose the use of any particular brand name or commercial product without the prior approval of the Board of Supervisors. In its County contractor capacity, Contractor shall not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely-accepted scientific basis for such claims or without the prior approval of the Board of Supervisors. In its County contractor capacity, Contractor shall not participate or appear in any commercially-produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Siskiyou County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

25. **USE OF PRIVATE PROPERTY.** Contractor shall not use private property for any purpose in connection with the work absent a prior, written agreement with the affected property owner(s).

26. **TERMINATION.** (a) Termination on Occurrence of Stated Events: This Contract shall terminate automatically on the occurrence of any of the following events:

- 1. Bankruptcy or insolvency of Contractor;
- 2. Death of Contractor.

(b). Termination by Public Agency for default of Contractor: Should contractor default in the performance of this Contract or materially breach any of its provisions, Public Agency, at its option, may terminate this Contract by giving written notification to Contractor.

(c). Termination for Convenience of County: Public Agency shall have the right to terminate all or any part of this Contract for its convenience by providing a notice in writing to Contractor that the Contract is terminated. Upon termination, Contractor shall be reimbursed for its reasonable and necessary costs resulting therefrom which are substantiated by evidence satisfactory to Public Agency. Contractor shall receive no payment for or profit on unperformed work. Public Agency shall be entitled to immediate possession of any plans and work upon termination.

(d.) Contractor's indemnity obligations shall survive the termination or cancellation of this contract.

///

///

///

///

///

///

///

///

27. SIGNATURES & ACKNOWLEDGEMENT.

COUNTY OF SISKIYOU

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


\_\_\_\_\_  
BRANDON A. CRISS, CHAIR  
Board of Supervisors  
County of Siskiyou  
State of California

ATTEST:  
LAURA BYNUM  
Clerk, Board of Supervisors

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

Contractor, hereby also certifying awareness of and compliance with Labor Code Sections 1725.5, 1861 and 3700 concerning Workers' Compensation Law,

By:  \_\_\_\_\_ Date: 7/28/2022  
Joe Van Sweden, President  
Ark Design Construction & Roofing Inc. (CORPORATE SEAL)

By:  \_\_\_\_\_ Date: 7/28/2022  
Travis Van Sweden, Vice President  
Ark Design Construction & Roofing Inc.

License No.: 632117  
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

APPROVED AS TO ACCOUNTING FORM:  
FUND ORGANIZATION ACCOUNT ACTIVITY CODE (if applicable)  
2164 207030 761010 NTE: \$706,000.00

ARK DESIGN CONSTRUCTION AND ROOFING INC.

License # 632117

Page No. 1 of 1

MAILING: P.O. BOX 868 PALO CEDRO, CA 96073

STREET: 9470 DESCHUTES RD. PALO CEDRO, CA 96073

DVBE, SBE #2016010 DIR, #100063701

Phone (530) 547-3890

Fax (530) 547-4170

To: Yreka Public Works

810 S. Main St

Yreka CA, 96097

E-mail:

Phone 530-598-6837	Cell	Date 7/1/2022
Name: ATTN: Jon Hall		
Address same		
Job Number 15269	Job Phone	

**WE PROPOSE TO FURNISH ALL LABOR AND MATERIALS TO PERFORM THE FOLLOWING WORK:**

**Roof Replacement and Building Demo Proposal**

Items To Be Included and Installed As Listed Below

- \*Line Attack With Plastic To Protect Area from Asbestos Related Demo
- \*Remove 1 Layer Existing Asbestos Shingles and Gutters
- \*Remove 4 Existing Wood Dormer Vents, Sheet In Existing Holes and Install New Low Profile Vents
- \*Install 1 Layer Ice And Water Self Adhering Underlayment On entire Roof
- \*Install New 5" Seamless White Gutters and Galvanized Downspouts into Existing Collector Boxes
- \*Install New Valley Metal
- \*Install New Drip Edge
- \*Install a 30 Year Class A Architectural Asphalt Shingle Roof System as Per Manufactures Recommendations To Match Existing As Close As Possible
- \*Install New 10 " High Profile Ride At Hip and Main Ridge Lines
- \*Demo Existing Building Between Main Building and Old Cafeteria Exposing existing Pass Through Structure
- \*Pass Through Structure To Be Addressed For Roofing and Siding After Exposed
- \*Demo Existing Asbestos Flooring Per Job Walk
- \*Frame In 1 Existing Doorway Opening and Install Plywood Finish On New Framing
- \*Clean Up and Haul Away All related Debris
- \*Permit Included
- \*5 Year workmanship Guaranty
- \*Prevailing Wages Figured
- \*Payment and Performance Bonds Figured


**Bid Price \$615,000.00**

**Add Alt- Remove and Replace Roofing On Phase 3 Building Gutters Included \$91,000.00**

Ark Design is not responsible for loss of satellite or internet connection, damage or cracks to driveways/walkways  
Any dry rot, sheeting and sheet metal flashing repairs needed will be completed on a per job  
basis at a rate to be discussed and agreed upon prior to commencement of the work

Payment to be made as follows: **Commercial - Per Draw Schedule / Residential- In Full Upon Completion**

All material is guaranteed to be as specified. All work to be in professional manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Our company carries Worker's Compensation Insurance and General Liability Insurance for all of our projects. In any action to enforce the terms of this contract and / or to recover for any breach of this contract, the prevailing party shall be entitled to recover all of their attorneys fees and costs.

Authorized Signature   
**TRAVIS VAN SWEDEN, VICE PRESIDENT**  
Name / Title

**NOTE: This proposal may be withdrawn if not accepted within 20 days. Also, prices may be increased due to rising insurance & material costs**

ACCEPTANCE OF PROPOSAL- The above prices, specifications, and conditions are satisfactory and are hereby accepted.

Date of Acceptance: 7/12/22

Signature: Joy S New



Exhibit B



## **County Of Siskiyou**

### **Request for Proposals (RFP) RFP # 22-107010-04 – General Services**

**for**

### **ROOF REPLACEMENT AND ASBESTOS ABATEMENT OF TWO COUNTY OWNED BUILDINGS YREKA, CA 96097**

**Proposals may be mailed, or delivered to:**

**Amanda Kimball**  
Project Coordinator  
Department of General Service  
190 Greenhorn Road  
Yreka, CA 96097  
[akimball2@co.siskiyou.ca.us](mailto:akimball2@co.siskiyou.ca.us)

**Proposals Due by:  
July 05, 2022  
3:00 PM pst.**

**County of Siskiyou  
Request for Proposals  
for ROOF REPLACEMENT AND ASBESTOS ABATEMENT OF TWO  
COUNTY OWNED BUILDING YREKA, CA 96097**

The following schedule of events will be followed to the extent achievable; however, the County reserves the right to adjust or make changes to the schedule as needed.

**Estimated Timeline of Events**

<b>Date</b>	<b>Activity</b>
6/13/22	Release of Request for Proposals (RFP)
6/27/22	Mandatory Pre-Bid Walk-through at 10:00 AM Start at 1312 Fairlane Road
6/29/22	Deadline to Submit Questions- Q & A's will be posted on the County's Website by 5PM this day
7/05/22	Submission of Proposals due by 3:00 PM
7/11/22	Review of Proposals
Within 60 days of Review	Notification of Final Selection
TBD	Board of Supervisors Approval
TBD	Public Works Contract Start Date – <b>See Attachment C-1</b>

## 1.0 Preface

The County of Siskiyou, hereafter referred to as "The County," is located in Northern California and borders Oregon. This Request for Proposals (RFP) announces the intent of the County of Siskiyou to retain the services of a contractor, engineer or architect to abate and replace the roof at the Public Health building located at 810 S Main, Yreka, CA 96097 and the Siskiyou County Administration Center located at 1312 Fairlane Road, Yreka, CA 96097.

## 2.0 Scope of Work

Services the successful Proposer(s) will be expected to provide and itemize for each project, include but are not limited to:

### 810 S Main, Yreka CA 96097

- Abate 1 layer existing asbestos roofing material
- Line attic space with plastic to protect area from asbestos related demo
- Remove and abate building between old cafeteria and main roof below roof eave line
- Remove four (4) dormer vents and replace roof sheeting with material comparable to the existing surrounding roof sheeting
- Install a self-adhering ice and water underlayment on all eaves, rakes, and valleys. Underlayment for eaves to extend from the eaves edge to minimum of two (2) feet inside the wall line. Underlayment of valleys to be a minimum of three (3) feet
- Install 1 layer 15lb felt underlayment on remaining roof area
- Install a starter course around perimeter
- Install 2X2 drip edge metal on all gable ends and eaves (current code calls for eaves drip edge to be metal)
- Install a 30-year architectural asphalt shingles
- Install a high profile ridge cap material on all hips and main ridge lines
- Seal and paint all plumbing and other roof vent flashing
- Install new 5" seamless gutters and drain water into existing collector boxes and down spout
- The re-roof and asbestos abatement with need to be coordinated and performed simultaneously.
- Clean up and disposal of all material
- Obtain permits for work
- 5-year workmanship guarantee

Proposers should feel free to include any other services not specified that they deem necessary to achieve the goals of this RFP.

**Please see Attachment A-2 and A-3 for photos of site.**

### 1312 Fairlane Road, Yreka CA 96097

- Removal, abate and replacement of exiting asphalt shingle roofing, including any affected edge flashing. The estimated area is 33500 SF
- Remove and replace gutters at Southeast (SE) and Northeast (NE) entrances and under valley gutter flashing to include replacement of the Drain Sumps (2EA). Remove

and replace gutters at West (W) main entrance including the Gutter Spouts (2EA).  
Remove and replace Skylight at West (W) entrance.

- Remove and replace all 2x10 Fascia on the W, NE, and SE sides of the building.
- Removal or repair of the 5 1/8x18 structural glue laminated beams. They are showing serious signs of deterioration. The beams may need to be analyzed to establish the limits of sever deterioration. All six (6) beams need to be analyzed to see if just the ends can be treated or if the fascia beams require to be moved and alter the roof like toward the building by shortening the rafters the required distance and replacing the 3 1/2x 12 1/2 Glu Lam fascia.
- Clean up and disposal of all material
- Obtain permits for work
- 5-year workmanship guarantee

**Please see Attachment B-1 and B-2 for photos of site.**

Proposers should feel free to include any other services not specified that they deem necessary to achieve the goals of this RFP.

**Examination of Site:** Each Proposer shall examine the site of work before bidding and shall be responsible of having acquired complete knowledge of the job. No variations or allowances from the contract terms of Scope will be made because of the lack of such examination. Please see time like for Pre- Bid Walkthrough date and time.

**License Requirements:** All Proposers will maintain all necessary and required licenses within the State of California and pursuant to Labor Code section 1725.5. be registered with the California Department of Industrial Relations (DIR).

**Non- Discrimination:** The Proposer, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Contract.

**Prevailing Wage:** Proposers are hereby notified that all work performed under this agreement is subject to the Davis-Bacon Federal minimum wage rate and prevailing wage rates pursuant to the California Labor Code. Pursuant to FEMA's Procurement Guidance for Recipients and Sub-Recipients Under 2 CFR Part 200 (Uniform Rules) and Section 1700. Et. Seq. of the California Labor Code, the Contractor, and all subcontractors shall not pay less than the prevailing rate of per diem wages as predetermined by the United States Secretary of Labor and by the Director of the California Department of Industrial Relations. If there is a difference between the Federal Minimum Wages and the General Prevailing Wage Determinations as predetermined by the Secretary of Labor and by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor shall pay no less than the higher wage rate.

**Bonds:** On award of Contract the winning Proposer shall deliver to the County for approval food and sufficient Payment and Performance bonds with sureties, in amount(s) specified in the proposal, guaranteeing Contractor's faithful performance of this Contract and Contractor's payment for all labor and material hereunder.

### **3.0 Submission Requirements**

**Proposal Format:** Proposals must contain the following:

**1. Completed Proposal Form**

- a. Please complete and sign the attached proposal form. See attachment A-1

**2. Qualifications**

- a. Provide specific information concerning the Proposer's experience with the services specified in this RFP. Examples of completed projects, as current as possible, should be submitted as appropriate.
- b. Proof of required licenses and registration with the DIR.

**3. Company Profile**

- a. Provide a brief description of your company, including business structure, address, the total number of employees, overall industry experience, certifications, affiliations, and relevant experience. Support your capacity to perform the services detailed in this RFP.

**4. Approach:**

- a. Please provide an estimated timeline for the work to be completed and a methodology for coordination both the replacement of the roof and the asbestos abatement.

**5. References:**

- a. Please include at least three (3) references, including name, address, telephone number, and Email, for whom similar services have been provided.

**6. Price Proposal:**

- a. Provide a transparent fee schedule that outlines all of the costs associated with the required services, broken down by category of products and services, and all on-going costs for recommended or required services.

The proposal must include all requirements as listed and correlate to the Scope of Work outlined under this RFP.

All costs associated with the preparation of a response to this RFP shall be borne by the Contractor.

The County reserves the right to request additional information or clarification. The County reserves the right to negotiate a final agreement and price with the successful Proposer(s) providing the best overall value to the County.

**Conflict of Interest:** Proposer(s) shall disclose to the County any interest, direct or indirect, which could conflict in any manner or degree with the performance of service required. At the

County's discretion, a potential conflict of interest, to the extent it is waivable, may be waived or factored into the final award decisions and/or a modified Scope of Work.

#### 4.0 Selection Process

The proposals received in response to this RFP will be screened by a selection committee. The selection committee will consider only the proposals which have been considered responsive to the RFP. Any proposal that fails to meet the RFP's requirements will be regarded as non-responsive and may be rejected. A proposal, which is in any way incomplete, irregular or conditional, at the County's discretion, may be rejected. The following criteria will be used in the evaluation of the potential consultants:

1. Qualifications
2. Approach
3. Experience and references
4. Proposed costs

The County may meet or interview any or all of the proposers during the evaluation process. Proposals not selected in the evaluation process may be awarded a contract should negotiations with the selected Proposer(s) prove unsuccessful.

The award of the Contract, should it be awarded, will be to the lowest responsive and responsible bidder whose Proposal complies with all of the requirements prescribed, based on what is in the best interest of the County. Such award, if made, will be made within sixty (60) days after the opening of the sealed proposals. The County reserves the right to reject any and all proposals and reserves the right to waive any non-substantive defects in the proposals (**Attachment C-2**).

#### 5.0 General Information

Proposals must be submitted by way of mail, hand delivery, and/or electronic means, as described below:

- **Hand Delivery:** Hard copy proposals submitted by hand delivery must be received at Department of General Services, 190 Greenhorn Road, Yreka CA, 96097 on or before **July 05, 2022 at 3:00 PM** (ATTN: Amanda Kimball, Project Coordinator). Please note "RFP #22-107010-04" on front of envelope.
- **Mailing:** Hard copy proposals by way of mail must be mailed to Department of General Services, 190 Greenhorn Road, Yreka CA, 96097(ATTN: Amanda Kimball, Project Coordinator). and postmarked by **July 05, 2022 at 3:00 PM**. Please note "RFP #22-107010-04" on front of envelope.

Proposers shall provide one (1) original copy with signature and Three (3) exact copies of the original by hand delivery, mail, as instructed above.

Proposers are asked to direct all inquiries related to the project(s) to **Amanda Kimball by email, [akimball2@co.siskiyou.ca.us](mailto:akimball2@co.siskiyou.ca.us)**

The County will provide the following to assist the selected entity(s):

- Designate a person to act as the County's point of contact with respect to the work performed under the contract.
- Information, as legally allowed and reasonably attainable, in possession of the County that relates to the requirements of the project(s) or which is relevant for the project(s).
- Facilitate coordination with other entities, local agencies, organizations, and individuals if necessary.
- Advice on the project scope of work.
- Review and validation of project deliverables.

A contract award resulting from this RFP will be made without discrimination on any basis prohibited under state or federal law.

## **6.0 Attachments**

- A-1 Bid Proposal Form (one for each bid)
- A-2 Public Health Photos of site
- A-3 Public Health Roof Map
- B-1 Admin Center Roof Plan
- B-2 Admin Center Rood Plan Gutters
- C-1 Public Work Contract
- C-2 Proposal Evaluation



**Attachment: A-2**  
**Photos of 810 S. Main St. Yreka, CA**







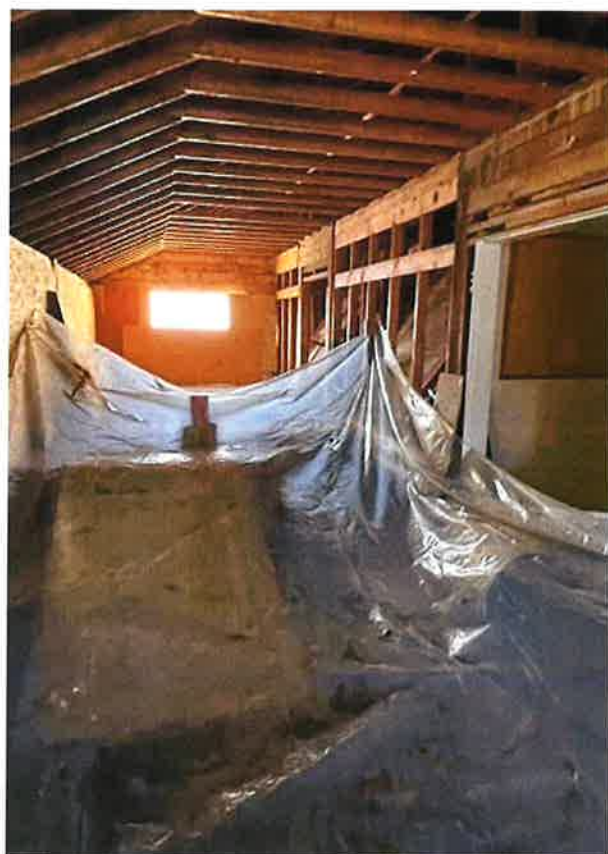
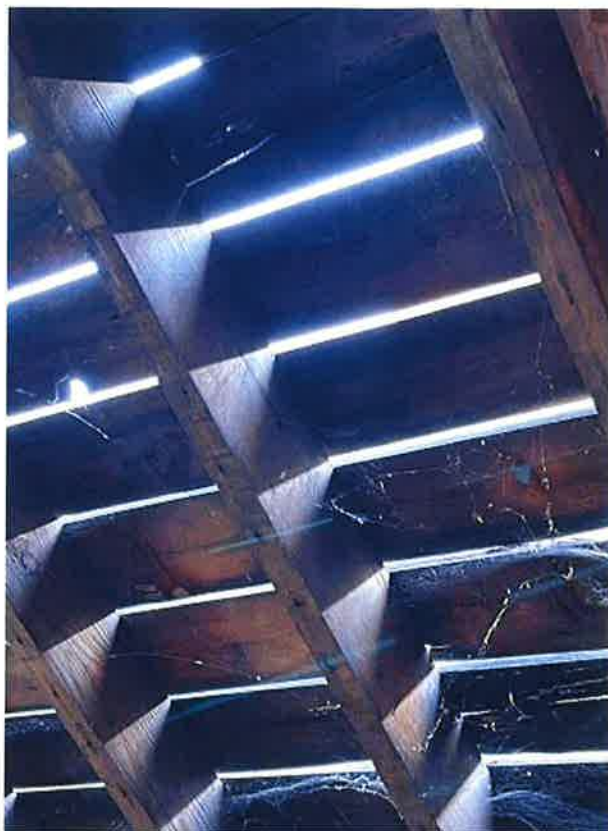






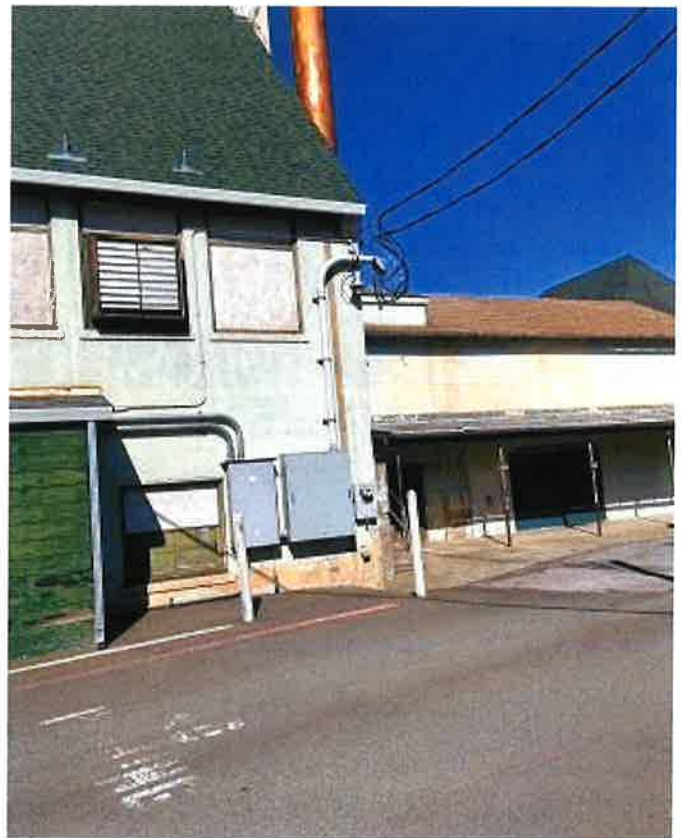








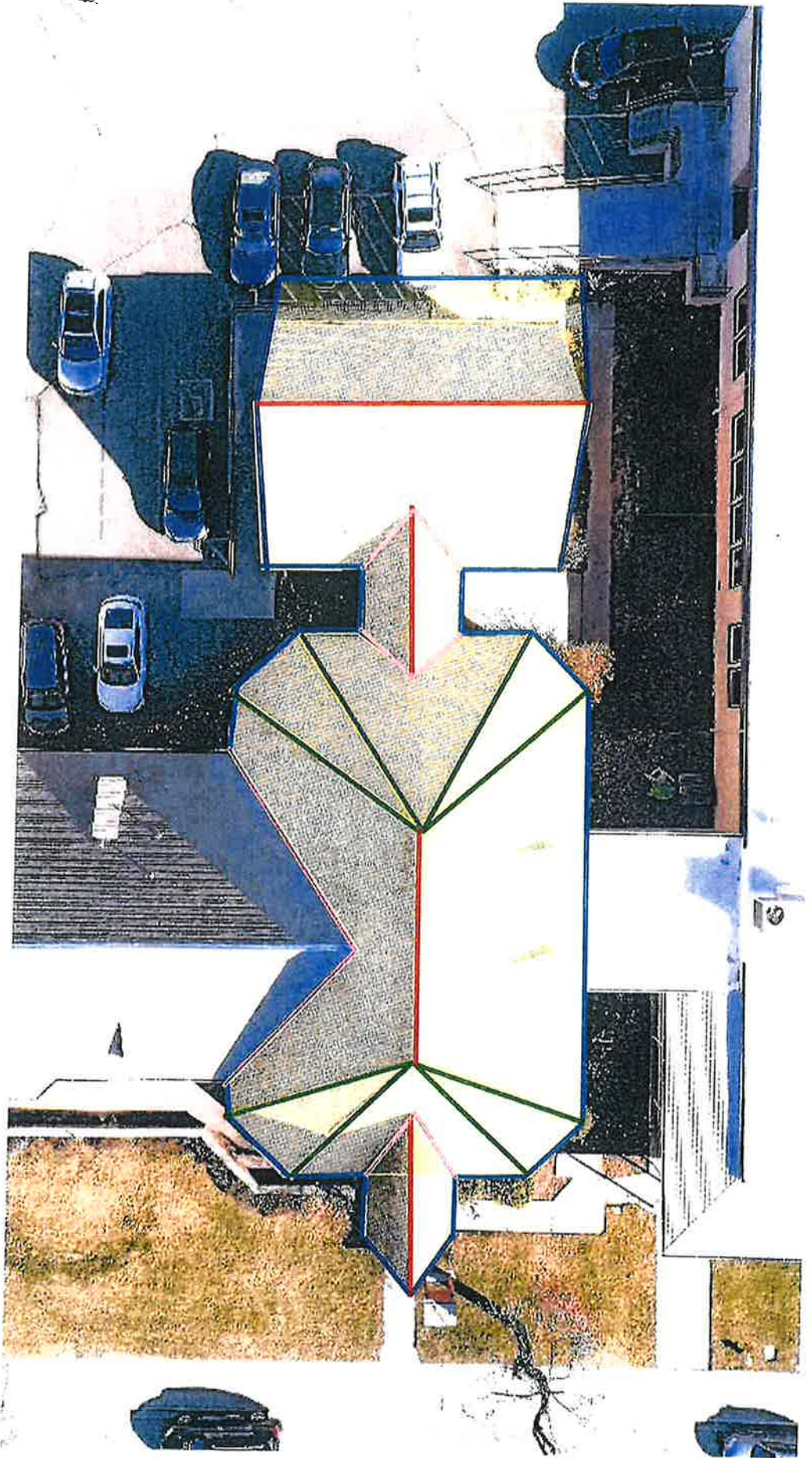








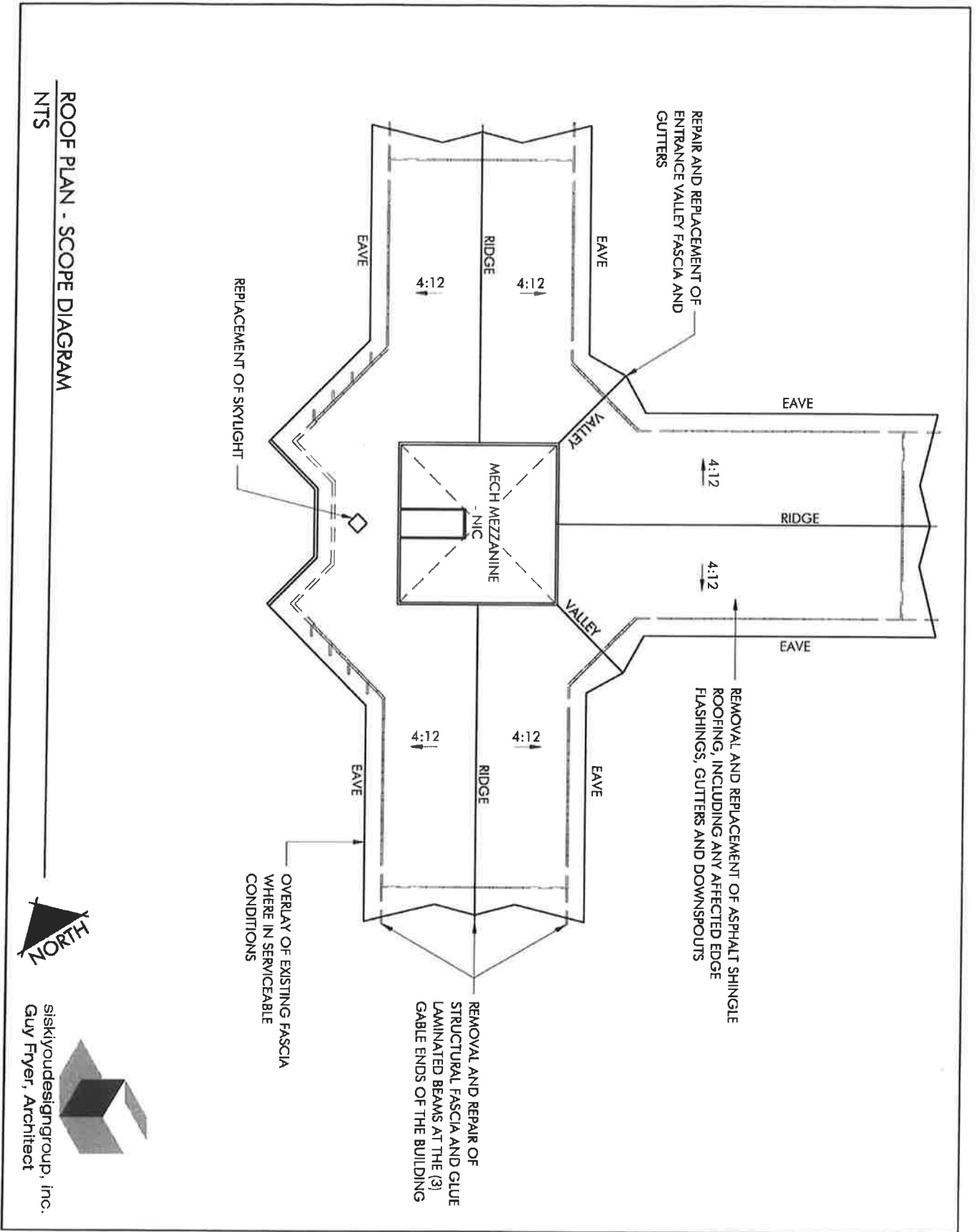




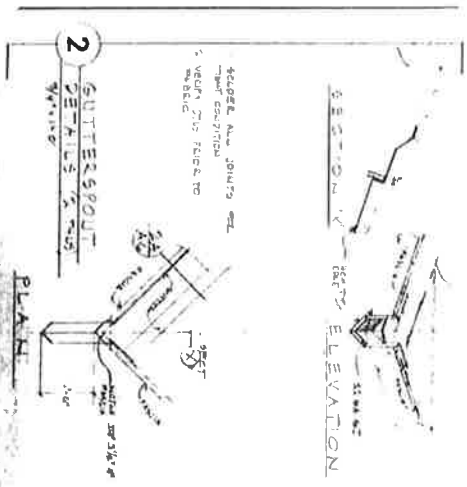
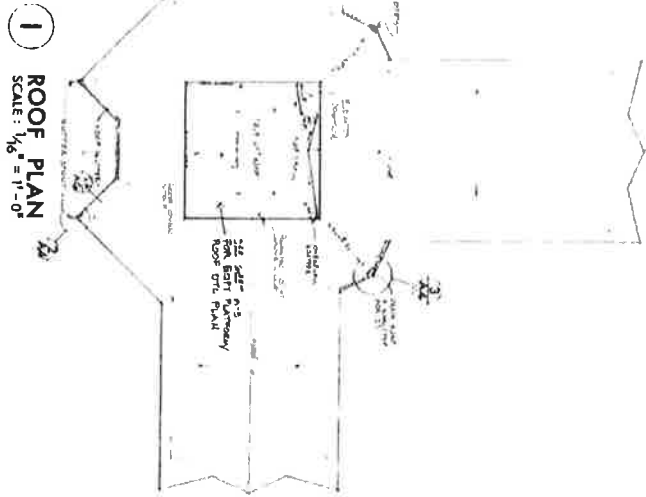
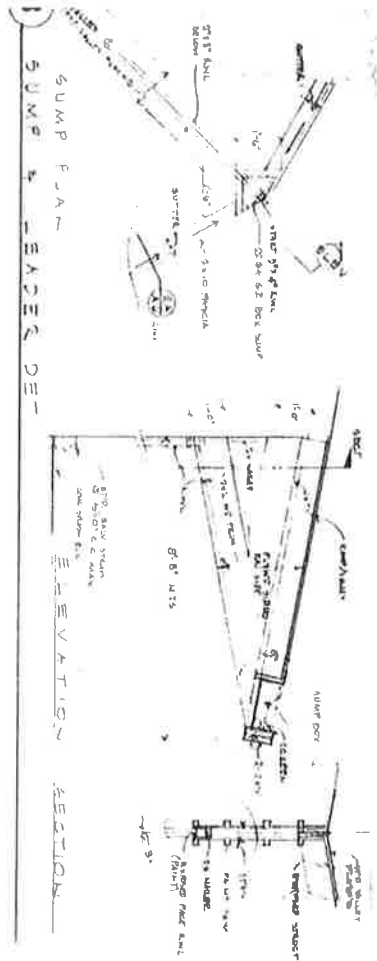




Attachment B-1



Attachment B-2



<p>SHEET A-4</p>	<p><b>KLAMATH NATIONAL FOREST ADMINISTRATION BUILDING YREKA, CALIFORNIA 98907</b></p>	<p>ARCHITECTURE / PLANNING <b>GREEN/LAVEE ASSOCIATES</b> 510 GRAND AVENUE CALIFORNIA</p> <p>PROJECT DEVELOPMENT 510 GRAND AVENUE YREKA, CALIFORNIA</p>	<p><b>ROOF PLAN &amp; DETAILS</b> SCALE: AS NOTED</p>	<p>DATE: 11/12/09 REVISIONS:</p>
----------------------	---	--	---	--------------------------------------

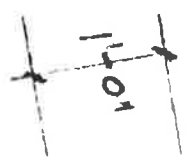
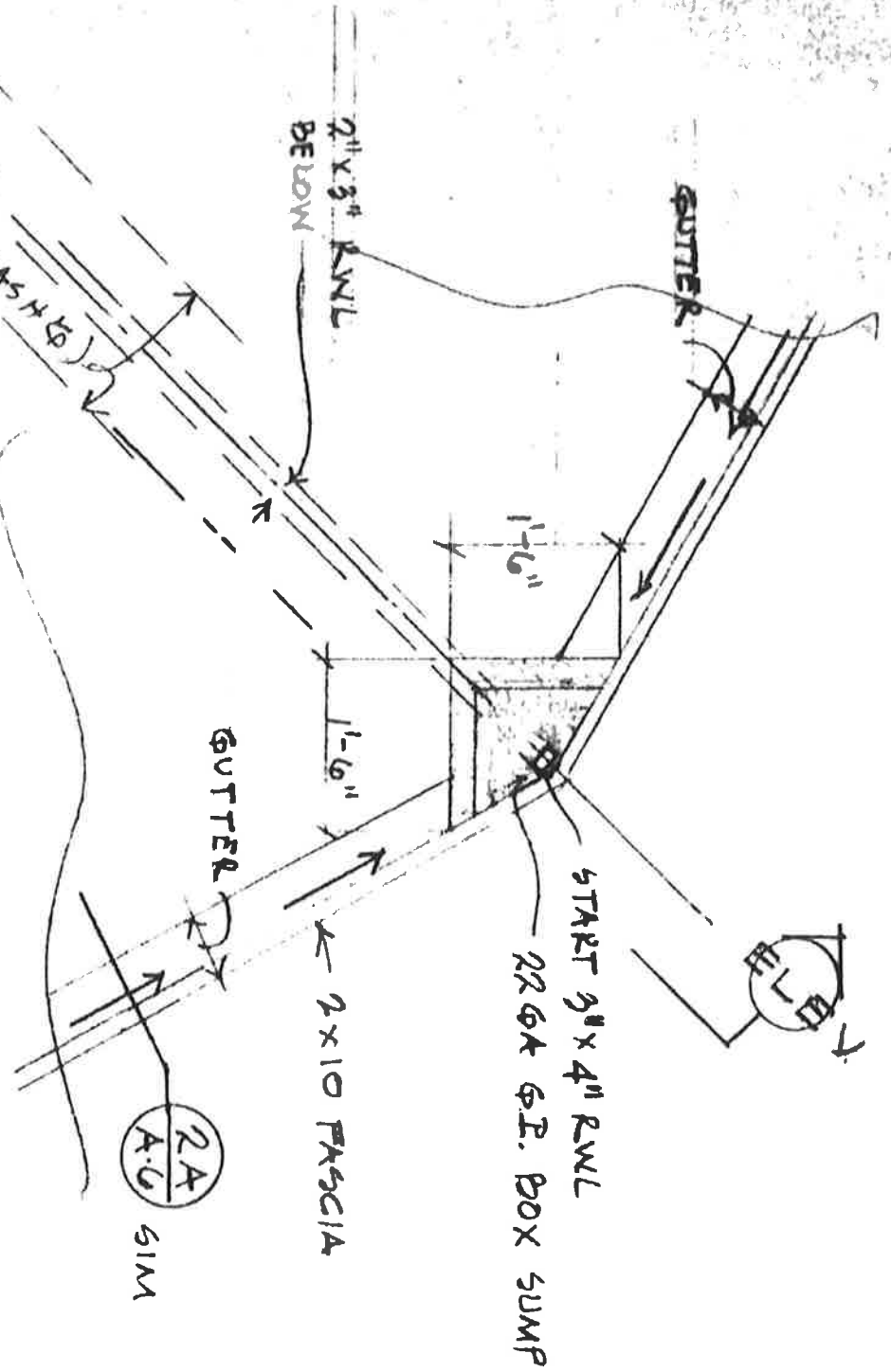
3

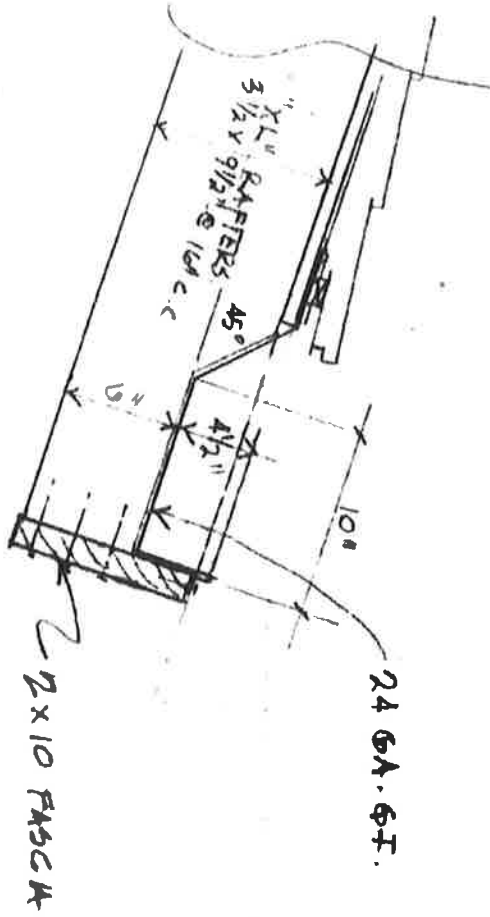
Δ 1

SUMP PLAN of LEADER DET.

SUMP PLAN

VALLEY OF FLASH (TYP. VALLEY FLASH)





**2.A**

GUTTER DTL.

A6

1 1/2" = 1'0"



JUNE 11, 1979		YREKA USFS
REVISIONS		





# CERTIFICATE OF LIABILITY INSURANCE

ARKCO-1

OP ID: ER

DATE (MM/DD/YYYY)

02/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Easterly Surety & Ins.Svcs.Inc 56 Mayhew Way Walnut Creek, CA 94597 Kevin P. Easterly	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____ <b>INSURER(S) AFFORDING COVERAGE</b> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"><b>INSURER A :</b> Associated Industries Ins Co</td> <td style="width: 20%; text-align: right;"><b>NAIC #</b></td> </tr> <tr> <td><b>INSURER B :</b> RLI Insurance Company</td> <td style="text-align: right;"><b>23140</b></td> </tr> <tr> <td><b>INSURER C :</b> Evansston Insurance Company</td> <td style="text-align: right;"><b>13056</b></td> </tr> <tr> <td><b>INSURER D :</b> Transverse Insurance Company</td> <td style="text-align: right;"><b>35378</b></td> </tr> <tr> <td><b>INSURER E :</b> ALLSTATE INSURANCE COMPANY</td> <td style="text-align: right;"><b>21075</b></td> </tr> <tr> <td><b>INSURER F :</b> Axis Insurance Company</td> <td style="text-align: right;"><b>19232</b></td> </tr> <tr> <td></td> <td style="text-align: right;"><b>37273</b></td> </tr> </table>	<b>INSURER A :</b> Associated Industries Ins Co	<b>NAIC #</b>	<b>INSURER B :</b> RLI Insurance Company	<b>23140</b>	<b>INSURER C :</b> Evansston Insurance Company	<b>13056</b>	<b>INSURER D :</b> Transverse Insurance Company	<b>35378</b>	<b>INSURER E :</b> ALLSTATE INSURANCE COMPANY	<b>21075</b>	<b>INSURER F :</b> Axis Insurance Company	<b>19232</b>		<b>37273</b>
<b>INSURER A :</b> Associated Industries Ins Co	<b>NAIC #</b>														
<b>INSURER B :</b> RLI Insurance Company	<b>23140</b>														
<b>INSURER C :</b> Evansston Insurance Company	<b>13056</b>														
<b>INSURER D :</b> Transverse Insurance Company	<b>35378</b>														
<b>INSURER E :</b> ALLSTATE INSURANCE COMPANY	<b>21075</b>														
<b>INSURER F :</b> Axis Insurance Company	<b>19232</b>														
	<b>37273</b>														
<b>INSURED</b> Ark Design Construction and Roofing, Inc. Joe Van Sweden P.O. Box 868 Palo Cedro, CA 96073-0868															

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			AES1029172 04	08/07/2021	08/07/2022	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>EXCLUDED</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			648923576-01	02/27/2022	02/27/2023	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EXA1189776-03	08/07/2021	08/07/2022	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b> \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	FOR-WC-00000207-0	12/25/2021	12/25/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
C	Pollution			MKLV5ENV103415	02/15/2022	02/15/2023	aggregate <b>2,000,000</b> occurrenc <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**EVIDENCE OF COVERAGE**

<b>CERTIFICATE HOLDER</b>  <div style="text-align: center;"><b>BIDDING</b></div> <p style="text-align: center;"><b>CERTIFICATE ISSUED FOR BIDDING &amp; PRESENTATION PURPOSES ONLY</b>                  CALL 1-800-932-9987                  TO VERIFY COVERAGE</p>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--