



SECTION 00 52 00

COUNTY OF YOLO, CALIFORNIA

**CONSTRUCTION AGREEMENT FOR
WALNUT PARK LIBRARY PROJECT**

2700 Lillard Drive, Davis, CA. 95618

CONTRACT NO. _____

This Agreement for Construction (“Agreement” or “Contract”) is between DL Falk Construction Inc., a California domestic corporation ("Contractor"), and the County of Yolo ("County"), a political subdivision of the State of California.

1. SCOPE OF WORK. Contractor shall furnish all labor, services, transportation, materials, equipment, parts, and supplies necessary for the **Walnut Park Library Project (“the Project”)** in strict accordance with the Project plans and specifications and Contract Documents. Contractor shall complete the Project per the Bid Schedule, not to exceed Fourteen Million One Hundred and Eighty Four Thousand and Sixty dollars and 00/100 (\$14,184,060.00) (“Contract Price”).

2. CONTRACT DOCUMENTS. The following documents defined as the “Contract Documents” in Section 1.12 of the General Conditions, are incorporated as if fully set forth herein by this reference and comprise the entire Agreement between the County and Contractor concerning the Project.

- Proposal Response, including all required forms
- Subcontractor List
- Project Manual, Vol. I, Bidding and Contracting Requirements
- Project Manual, Vol. II & III, Technical Specifications and Drawings
- Supplemental Documents identified in Section 00 01 015, including
- California State Library Grant #BF-2-21-012
- Performance Bond and Payment Bond
- General Conditions
- Notice to Bidders
- Notice to Proceed
- Project Plans and Specifications
- Addendas
- Change Orders Issued by the County

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of a conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions (Sections 4.02 and 20.08). In the event of any remaining conflict, the provision that requires the highest level of performance from Contractor for the County’s benefit shall prevail.



3. CONDUCT OF WORK, CONTRACT ADMINISTRATOR. Contractor shall perform the services described in the Contract Documents in a in a good, workmanlike and substantial manner and to the satisfaction of the County and in a manner that causes the least possible inconvenience to County and the public and safeguards persons and property from any dangerous activities or conditions conducted or created by Contractor. County's Chief Deputy County Administration Officer shall administer this Agreement for County. County's Board of Supervisors may designate a different person to serve as Contract Administrator by giving advance written notice to Contractor.

(a) Work Schedule. Unless otherwise agreed pursuant to Section 3.01 of the General Conditions, Contractor shall begin work within ten (10) calendar days after receiving the Contract Administrator's Notice to Proceed and shall complete the work within **16 months and 30 calendar days** after receiving that notice, followed by a 90 day maintenance period. This work must be complete, operational, and be accepted by the County for its intended use for this milestone to be deemed complete.

(b) Liquidated Damages. Contractor shall pay County \$400.00 a day liquidated damages for each day's delay (excluding Saturdays, Sundays, and County observed holidays) in completing the work beyond the time specified for completion of work. All other aspects of the payment of such damages shall be governed by Section 3.12 of the General Conditions and other relevant provisions thereof. The assessment of liquidated damages is not a penalty but considered to be a reasonable estimate of the amount of damages County will suffer by delay in completion of the Project. The County is entitled to set off the amount of liquidated damages assessed against any payments otherwise due to Contractor, including, but not limited to, setoff against release of retention. If the total amount of liquidated damages assessed exceeds the amount of unreleased retention, County is entitled to recover the balance from Contractor or its sureties. Use of the Project in whole or in part prior to substantial completion, shall not operate as a waiver of County's right to assess liquidated damages.

4. INDEMNIFICATION. With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall provide indemnification and defense of the County as set forth in the General Conditions (see sections 2.05 and 2.06 of the General Conditions) and Section 00 62 10 of the Project Manual.

Responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. In providing any defense under the Contract Documents, Contractor shall use counsel reasonably acceptable to the County.

5. COMPENSATION; PREVAILING WAGE. The County shall pay to the Contractor as full compensation for the performance of this Agreement the Contract Price, subject to any additions or deductions as provided in the Contract Documents. All matters of compensation and payment shall be governed by the General Conditions, including but not limited to Article 25 thereof, provided, however that the total compensation to be paid by County to Contractor shall not



exceed the Contract Price. The statement of prevailing wages appearing in the General Prevailing Wage Rate Determinations of the Director of the State of California Department of Industrial Relations are incorporated herein by reference. When two rates differ for similar kinds of labor, Contractor shall pay not less than the higher rate. Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the County, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the prevailing wage laws.

6. INSURANCE. Contractor shall maintain the insurance required by the General Conditions and the following insurance while performing the work covered by this Agreement. The comprehensive general liability insurance shall include broad form property damage insurance.

(a) Minimum Coverages (as applicable) - Insurance coverage shall be with limits not less than the following:

1. **Commercial General Liability** Occurrence form Insurance policy (ISO CG 00 01 or equivalent) covering all operations by or on behalf of Contractor, including coverage for:

- a) Premises and Operations
- b) Products and completed Operations
- c) Contractual Liability insuring the obligations assumed by Contractor in this agreement or Blanket Contractual Liability Coverage
- d) Broad Form Property Damage (including Completed Operations)
- e) Explosion, Collapse, and Underground Hazards
- f) Personal Injury Liability

Limits of liability shall be not less than:

\$5,000,000 each occurrence (combined single limit for bodily injury and property damage)

\$5,000,000 for Personal Injury Liability

\$5,000,000 for Products Completed Operations

\$15,000,000 General Aggregate

If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be \$15,000,000.

2. **Automobile Liability** – Insurance policy (ISO CA 00 01) covering Bodily Injury, Property Damage and contractual Liability coverage for “Any Auto” which includes coverage for any owned, hired, borrowed and non-owned automobile, trailer, and equipment coverage, with limits no less than \$1,000,000 occurrence (per accident for bodily injury and property damage) and \$2,000,000 policy aggregate.



3. **Workers' Compensation** – Statutory Limits/**Employers' Liability** – No less than \$1,000,000 per accident for bodily injury or disease.
 4. **Builder's Risk** – (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
 5. **Contractor's Pollution Legal Liability Insurance** – Limits of no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- (b) The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. [NOTE: Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.] It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.
1. The Additional Insured coverage under the Contractor's policy shall be “primary and non-contributory” and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
 2. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self-insurance shall be called upon to protect it as a named insured.
 3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a “per occurrence” basis unless the County Risk Manager specifically consents in writing to a “claims made” basis. For all “claims made” coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase “tail” coverage covering the term of this Agreement and not less than three years thereafter. Proof of such “tail” coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.



4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
 5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.
 6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).
 7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
 8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
 9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.
 10. The insurer shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.
- (c) Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- (d) During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized



by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

- (e) Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontracts in excess of one million dollars shall comply with the same insurance requirements as the general contractor. Adjustments will be considered by the County based upon the subcontractors scope of work for amounts under one million dollars. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Contractor will provide proof of compliance to the County of Yolo.
- (f) Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

7. COMPLIANCE WITH LAWS.

- (a) Contractor shall comply with all relevant federal, state, and local statutes, regulations, ordinances, rules, orders, and other laws in effect when performing the services required by this Agreement, all as set forth in the General Conditions (including but not limited to Article 20 thereof), and including, but not limited to, the provisions of the California Labor Code and California Public Contract Code that are applicable to this Project.
- (b) By its signature hereunder, Contractor further certifies that it is aware of the provisions of Section 3700 of the Labor Code et seq. which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and Contractor will comply with such provisions before commencing the performance of the work of this contract.
- (c) Contractor further represents and warrants that it is eligible to work on the Project pursuant to Labor Code Sections 1777.1 and 1777.7 and other applicable provisions of law. Further, Contractor acknowledges that it is prohibited from performing work on the Project with a subcontractor who is ineligible to perform work on public works project pursuant to Labor Code Sections 1777.1 and 1777.7.

8. INDEPENDENT CONTRACTOR. While performing the services required by this Agreement for Construction, Contractor shall act as an independent contractor, not as an employee

of County, and thus shall be subject to the direction and control of County only for the final result. Contractor shall be solely responsible for paying all required employment taxes and for meeting all employment obligations related to its performance of the services, including but not limited to



payment of worker's compensation, liability insurance, social security taxes (i.e., FICA), and tax withholding. Moreover, Contractor shall indemnify, defend (upon County's written request), and protect County from any liability County may incur to federal or state governments for such taxes and obligations. This Agreement does not entitle Contractor or its officers, employees, subcontractors, or agents to vacation pay, sick leave, retirement benefits, disability or unemployment insurance, or employee benefits of any kind from County.

9. INSPECTIONS. All inspections and any remedial action required in response thereto shall be governed by the General Conditions, including but not limited to Article 18 thereof.

10. PERFORMANCE AND PAYMENT BONDS. Within the time set forth in the Proposal and before performing any services pursuant to this Agreement, Contractor shall provide to County the bonds required by the General Conditions, including but not limited to Article 2 thereof. All other matters relating to bonds shall be governed by the General Conditions.

11. TERM OF AGREEMENT; EARLY TERMINATION. The term and termination of this Agreement shall be governed by the General Conditions, including but not limited to Article 27 thereof.

12. GUARANTY. Guarantees and warranties shall be governed by the General Conditions, including but not limited to Article 26 thereof.

13. AUDIT PROVISIONS. Contractor's records which shall include but not limited to accounting records, subcontract files, correspondence, change order files, and any other supporting evidence necessary to substantiate charges relating to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by County's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments, or claims submitted by the contractor or any of his payees pursuant to the execution of this Agreement. For the purpose of such audits, inspections, examination, and evaluations, the County's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until six years after the date of final payment by County to Contractor pursuant to this Agreement.

14. NONDISCRIMINATION. During the performance of this Contract, the County and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, gender identity, and denial of medical and family care leave or pregnancy disability leave. The County and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The County and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission are incorporated into this Contract by reference. The County and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.



15. PROCEDURE FOR RESOLVING CLAIMS.

Contractor shall timely comply with any and all requirement of the Contract Documents pertaining to notices and requests for changes to the Contract Time or Contract Price as a prerequisite to filing any claim governed by this Section. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the time for completion or Contractor's compensation, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law. This claim resolution procedure shall control over any conflicting claim or dispute resolution procedure in the Contract Documents.

(a) Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with all applicable law, including but not limited to these statutes.

(b) Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor for:

- i. An adjustment to the time for completion including, without limitation, for relief from damages or penalties for delay assessed by the County;
- ii. Payment by the County of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled; or
- iii. An amount the payment of which is disputed by the County.

A "Claim" does not include any demand for payment for which the CONTRACTOR has failed to provide notice, request a Contract Change Order, or otherwise failed to follow any procedures contained in the Contract Documents.

(c) Filing Claims. Claims governed by this Section may not be filed unless and until the Contractor completes any and all requirements of the Contract Documents pertaining to notices and requests for changes to the Contract Price or Contract Time, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the County and shall include on its first page the following words in



16 point capital font: “THIS IS A CLAIM.” The Claim shall include all information and documents necessary to substantiate the Claim, including but not limited to those identified below. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by Contract Documents. Failure to follow such contractual requirements shall bar any Claims or subsequent proceedings for compensation or payment thereon.

(d) Documentation. The Contractor shall submit all Claims in the following format:

- i. Summary description of Claim including basis of entitlement, merit and amount of time or money requested, with specific reference to the Contract Documents provisions pursuant to which the Claim is made
- ii. List of documents relating to Claim:
 - i. Specifications
 - ii. Drawings
 - iii. Clarifications (Requests for Information)
 - iv. Schedules
 - v. Other
- iii. Chronology of events and correspondence
- iv. Narrative analysis of Claim merit
- v. Analysis of Claim cost, including calculations and supporting documents
- vi. Time impact analysis in the form required by the Contract Documents, if the Contract Documents do not require a particular format, CPM format, if an adjustment of the Contract Time is requested.

(e) County’s Response. Upon receipt of a Claim pursuant to this Section, the County shall conduct a reasonable review of the Claim and, within a period not to exceed forty-five (45) days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within sixty (60) days after the County issues its written statement.

- i. If the County needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the County’s governing body does not meet within the forty-five (45) days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the County shall have up to three (3) days following the next duly publicly noticed meeting of the County’s governing body after the forty-five (45) day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.
- ii. Within thirty (30) days of receipt of a Claim, the County may request in writing additional documentation supporting the Claim or relating to defenses or Claims the County may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual



agreement of the County and the Contractor. The County's written response to the Claim, as further documented, shall be submitted to the Contractor within thirty (30) days (if the Claim is less than \$50,000, within fifteen (15) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

- (f) **Meet and Confer.** If the Contractor disputes the County's written response, or the County fails to respond within the time prescribed, the Contractor may so notify the County, in writing, either within fifteen (15) DAYS of receipt of the County's response or within fifteen (15) days of the County's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the County shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
- (g) **Mediation.** Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the County shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the County issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the County and the Contractor sharing the associated costs equally. The County and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing, unless the parties agree to select a mediator at a later time.
- i. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.
 - ii. For purposes of this Section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Section.
 - iii. Unless otherwise agreed to by the County and the Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
 - iv. The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved Claims shall be considered jointly in a single mediation, unless a new unrelated Claim arises after mediation is completed.
- (h) **Procedures After Mediation.** If following the mediation, the Claim or any portion remains in dispute, the Contractor must file a Claim pursuant to Chapter 1 (commencing with



Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period of time utilized by the meet and confer conference.

(i) Civil Actions. The following procedures are established for all civil actions filed to resolve Claims of \$375,000 or less:

- i. Within sixty (60) days, but no earlier than thirty (30) days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
- ii. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

(j) Government Code Claim Procedures.

- i. This Section does not apply to tort claims and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.
- ii. In addition to any and all requirements of the C pertaining to Contract Documents notices of and requests for adjustment to the Contract Time, Contract Price, or compensation or payment for extra work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Section 900, et seq. prior to filing any lawsuit against the County.
- iii. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved



after all procedures pertaining to adjustment of the Contract Time or Contract Work for extra work, disputed work, construction claims, and/or changed conditions have been followed by Contractor. If Contractor does not comply with the Government Code claim procedure or the prerequisite contractual requirements, Contractor may not file any action against the County.

- iv. **A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims known to Contractor or that should reasonably be known to Contractor excepting only new unrelated Claims that arise after the Government Code claim is submitted.**

(k) Non-Waiver. The County's failure to respond to a Claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the Claim being deemed rejected in its entirety and shall not constitute a waiver of any rights under this Section.

16. DRUG FREE WORK PLACE CERTIFICATION. By signing this Agreement, the County, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- (a)** Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by the Government Code section 8355.
- (b)** Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
- i. The dangers of drug abuse in the workplace,
 - ii. The County's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- (c)** Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Agreement:
- i. Will receive a copy of the County's drug-free policy statement, and
 - ii. Will agree to abide by terms of the County's condition of employment, contract, or subcontract.

17. MISCELLANEOUS.

- (a) Notice.** Except as provided in Section 6, all correspondence regarding this Agreement, including invoices, payments, and notices, shall be directed to the following persons at the following addresses and phone number:



County:

Ryan Pistochini

Director, Yolo County General Services Department

120 West Main Street, Ste. C

Woodland, CA 95695

Telephone: (530) 406-5005

Contractor:

Att: David T. Falk

DL Falk Construction Inc.

3526 Investment Blvd

Hayward, CA 94545

Telephone: (510) 887-6500

If written, correspondence shall be sent by personal delivery (including overnight delivery service); by U.S. Mail, postage prepaid; or by fax during business hours. Notices must be actually received to be effective.

(b) **Time of Essence.** Time is of the essence of this Agreement.



- (c) **Interpretation and Jurisdiction.** This Agreement shall be interpreted and applied in accordance with California law. In the event of a dispute between the parties as to the language of this Contract or the construction or meaning of any term hereof, this Contract shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Contract. Any action or proceeding arising out of this Contract shall be filed in a California Superior Court located in Woodland, California.
- (d) **Waiver.** A party's failure to insist on strict performance of this Agreement or to exercise any right or remedy upon breach of this Agreement shall not constitute a waiver of such performance, right, or remedy. No waiver is binding unless set forth in a writing signed by the waiving party.
- (e) **Assignments and Subcontracts.** Contractor shall not assign this Agreement. Contractor may subcontract any of the services described in Section 1 (Scope of Work) with County's prior written consent. Contractor shall require each subcontractor to agree in writing to be bound by Section 4 (Indemnification) and Section 6 (Insurance) of this Agreement. County shall consider all subcontractors to be Contractor's employees, and Contractor shall be responsible for their work.
- (f) **Integration.** This Agreement sets forth the parties' entire understanding regarding the matters set forth in herein. It supersedes all prior Agreements and representations, written and oral, and may be modified only by a written amendment approved by County's Chief Deputy County Administration Officer and signed by County and Contractor.
- (h) **Effective date.** This Agreement shall be effective on the last date shown below.
- (i) **Public Record.** Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

[Signatures on Following Page]



IN WITNESS WHEREOF, the parties have executed this Contract as of the date set forth above.

COUNTY OF YOLO:

CONTRACTOR:

By: _____

Ryan Pistochni
Director of General Services

By:

(Signature)

(Print

Name

& Title)

(Date)

APPROVED AS TO FORM
Philip J. Pogledich,

Yolo County

Counsel By _____



SECTION 00 41 00

BID FORM

Project: Walnut Park Library Project

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the County of Yolo ("the County") in the form included in the Contract Documents, Document 00 52 00 Construction Agreement (Contract), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents and the Notice to Bidders, including without limitation, those dealing with the disposition of Bid security. Bidder will sign and submit the Agreement with Bonds and other documents required by Document 00 20 00 Instructions to Bidders, within ten (10) calendar days after receipt of the County's Notice of Award.
3. In submitting this Bid, Bidder represents:
 - (a) Bidder has examined copies of all of the Contract Documents and of the following Addenda (receipt of all of which is hereby acknowledged).

<u>Date</u>	<u>Number</u>
<u>09/30/2024</u>	<u>01</u>
<u>10/10/2024</u>	<u>02</u>
<u>10/11/2024</u>	<u>03</u>
<u>10/11/2024</u>	<u>04</u>

- (b) Bidder has visited the site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;



- (c) Bidder has examined thoroughly and understood all reports, drawings and/or reports, available for Bidding purposes and accepts the determination set forth in these documents and Document 00 70 00 General Conditions of the limited extent of the information contained in such reports and drawings upon which the Bidder may be entitled to rely. Bidder agrees that except for the information so identified, Bidder does not and shall not rely on any other information contained in such reports and drawings.
 - (d) Bidder has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 3(c) above) which pertain to the subsurface conditions, as built conditions, Underground Facilities and all other physical conditions at or contiguous to the site or otherwise which may affect the cost, progress, performance or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Bidder for such purposes;
 - (e) Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
 - (f) Bidder has given Project Manager prompt written notice of all conflicts, errors, ambiguities or discrepancies that it has discovered in or among the Contract Documents and as built and actual conditions and the written resolution thereof by Project Manager is acceptable to Bidder.
4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sum of money listed in the following Bid Schedule:

(continued next page)



Bid Schedule

Walnut Park Library Project

Contractor / Company: DL Falk Construction Inc.

***All line items on Bid Schedule form must be completed for valid bids.** The costs for any work shown or required in the Plans and Specifications, but not specifically identified as a line item are to be included in the lump sum total and no additional compensation shall be due to Contractor for the performance of the work.

BASE BID	LUMP SUM	\$ 12,984,000-
ADDITIVE BID ALTERNATE #1: PROVIDE & INSTALL LEVEL 2 EV CHARGERS AS INDICATED ON B/A1.2 AND PER KEYNOTE 1 & 3 ON E1.1. NO PREP FOR FUTURE EV CHARGERS.	LUMP SUM	\$ 50,060 -
ADDITIVE ALTERNATE #2: PROVIDE & CONSTRUCT EXPANDED PHOTOVOLTAIC (PV) ARRAY INCLUSIVE OF PV AREA & SUPPORT STRUCTURE IN THE PARKING LOT AS INDICATED ON SHEET A1.5, E1.2 & E6.1. CONSTRUCT ALTERNATE PARKING LOT LAYOUT AS INDICATED ON SHEET C1.7, L1.2, L2.2, & L3.2.	LUMP SUM	\$ 1,140,000 -



ADDITIVE BID ALTERNATE#3: PROVIDE & INSTALL HEAT RECOVERY VENTILATOR UNITS HRV-1 AND HRV-2 AS INDICATED ON SHEETS M0.2, M2.1, & M2.2. PER HRV SCHEDULE NOTES ON SHEET M0.2, PROVIDE HRV-1 WITH OPTIONAL MOTORIZED BY- PASS DAMPER.	LUMP SUM	\$ 10,000 -
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(continued next page)



WALNUT PARK LIBRARY PROJECT	
BASE BID TOTAL PRICE-\$	12,984,000
BASE BID TOTAL PRICE IN WRITTEN WORDS	Twelve million Nine hundred Eighty-Four thousand

Company:	DL Falk Construction Inc.
By:	David T Falk
Signature:	
Date:	October 15, 2024



Base Bid Total Price for the
Walnut Park Library Project 12,984,000 -

(written) twelve million nine hundred eighty-four thousand Dollars

Enclosed find Bidder's Bond, certified check or cashier's check No. _____ of the
Hartford Fire Insurance Co. (Company/Bank), for \$ 10% of Bid Amount

Dated this 15th day of October, 2024

5. Subcontractors are listed on the attached document 00 43 00, Subcontractors List.
6. The undersigned understands that the County reserves the right to reject this Bid, but that this Bid shall remain open and shall not be withdrawn for a period of ninety (90) calendar days from the date prescribed for its opening (to accommodate State financing process).
7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the Undersigned within the stipulated time after the date set for the opening of this Bid, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the documents required by Document 00 20 00 Instructions to Bidders including, but not limited to, Document 00 52 00 Construction Agreement, Document 00 61 00 Performance Bond, and Document 00 62 00 Payment Bond and Escrow Bid Documents, all within ten (10) calendar days after personal delivery or after receipt in the mails of the Notice of Award.
8. Notice of Award or request for additional information may be addressed to the undersigned at the address set forth below.
9. The undersigned herewith encloses a cash, cashier's check, certified check or corporate surety bond in the amount of ten percent (10%) of the total of Bid Items and made payable to: County of Yolo and is subject to all conditions imposed by law.
10. The undersigned agrees to commence work under this Contract on the date established and to complete all work within the time specified in Document 00 52 00 (Construction Agreement).
11. The undersigned agrees that, in accordance with Document 00 70 00 General Conditions liquidated damages for failure to complete all work in the contract within the time specified are as set forth in Document 00 52 00 (Construction Agreement).
12. The undersigned herewith encloses the completed Bidder's Bond – 00 42 00.
13. The undersigned herewith encloses the completed Subcontractors List – 00 43 00.
14. The undersigned herewith encloses the completed Bidder Information Sheet – 00 44 00.
15. The undersigned herewith encloses the completed List of Successful Projects form – 00 45 00.



16. The undersigned herewith encloses the completed Non-Collusion Declaration – 00 45 10.
17. The undersigned herewith encloses the completed Joint Apprenticeship Committee Certification– 00 45 26.
18. The undersigned herewith encloses the completed Statement re No Apprenticeship Violation – 00 45 27.
19. The undersigned herewith encloses the completed Acknowledgment re: Health Care Expenditure Requirement – 00 45 28.
20. The undersigned herewith encloses the completed Certification Against Lobbying – 00 45 46.
21. The undersigned herewith encloses the completed Iran Contracting Act-00 62 20. (reserved).
22. The undersigned herewith encloses the completed Document 00 62 21 Fleet Compliance Certification.

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////////////////////////////////////

13) The names of all persons interested in the foregoing Bid as principals are:



13) The names of all persons interested in the foregoing Bid as principals are:

Dave L Falk - President, Secretary, Treasurer

David T Falk - Director of Operations

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full).

Name of Bidder: DL Falk Construction Inc.
Legal Name of Corporation or Firm

CA Contractor's License No. 683837

DIR Registration No. 1000022786

Business Address 3526 Investment Blvd.
Hayward, CA 94545

Email Address Davet@dlfalk.com

Telephone Number (510) 887-6500

Date of Bid October 17, 2024

Signature of Bidder (Authorized to sign contracts on behalf of the Corporation or Firm)

David T Falk

Printed Name

Director of Operations

Title



SECTION 00 42 00

COUNTY OF YOLO BIDDER'S BOND

We, D.L. Falk Construction, Inc. as Principal, and Hartford Fire Insurance Company as Surety, are bound unto THE COUNTY OF YOLO as Owner (Obligee), in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,


THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

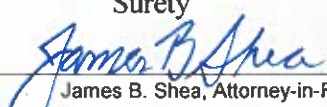
WHEREAS, the Principal is submitting a bid to the Obligee, for the **Walnut Park Library Project** for which bids are to be opened in public at the **General Services Department, Procurement Division 120 West Main Street, Ste C, Woodland, CA 95695.**

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

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

Dated: October 10, 2024

D.L. Falk Construction, Inc.
Principal
By: 
David T. Falk, Director of Operations

Hartford Fire Insurance Company
Surety
By: 
James B. Shea, Attorney-in-Fact

ADDRESS OF SURETY FOR SERVICE OF NOTICE:

101 Montgomery St., #2700, San Francisco, CA 94104
Attn: Keith Lovitt and Jonathan Nelson, Underwriters

NOTE: Signature of those executing for the Surety shall be properly acknowledged and accompanied by a Certificate of Acknowledgement

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

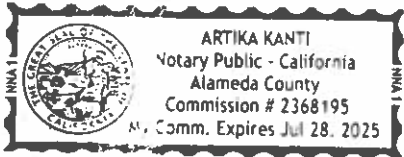
State of California }
County of Alameda }

On October 10, 2024 before me, Artika Kanti, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared David T. Falk
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature *Artika Kanti*
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
 Title or Type of Document: _____
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____

ACKNOWLEDGMENT

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

State of California
County of Santa Clara)

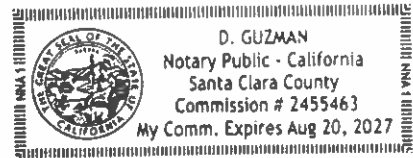
On October 10, 2024 before me, D. Guzman, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 57-152336

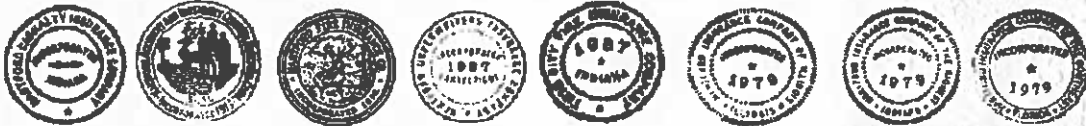
- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited

Dianna Guzman, James B. Shea of SAN JOSE, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard

Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 10, 2024.

Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

№ 07268

Amended
Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

Hartford Fire Insurance Company

of Hartford, Connecticut, organized under the laws of Connecticut, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State, subject to all provisions of this Certificate, the following classes of insurance: Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler Team and Vehicle, Automobile Aircraft, Legal, and Miscellaneous as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 5th day of October, 2000, I have hereunto set my hand and caused my official seal to be affixed this 5th day of October, 2000



By

Harry W. Lloyd
Insurance Commissioner
Victoria J. Sidbury
Victoria J. Sidbury
Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

SECTION 00 43 00**Bidder: DL Falk Construction****SUBCONTRACTOR LIST****Bid: Walnut Park Library**

WORK TO BE PERFORMED	NAME OF SUBCONTRACTORS	BID PRICE	DIR REGISTRATION NO.	CA LICENSE TYPE AND NO.	MAILING ADDRESS	PHONE NUMBER
Concrete & Rebar	West Valley Concrete	\$ 950,000.00	#1000035459	#915363, C-8	PO Box 582007 - Modesto, CA 95358	(209) 735-8631
Structural Steel & Metal Fab.	Lancaster Burns	\$ 835,120.00	#1000002775	#746823, C, C-9, C51, C-8	8655 Washington Blvd. - Roseville, CA 95678	(916) 624-8404
Rough Carpentry	CORE Contracting	\$ 950,000.00	#1000012197	#905751, B, C-5	1068 La Mirada Ct. - Vista, CA 92081	(760) 683-8308
Architectural Casework	JMA Construction	\$ 189,000.00	#10000008440	#949071, B	33 Dorman Ave. - San Francisco, CA 94124	(415) 282-6628
UPHC Panels, Metal Wall & Roof Panels	BT Mancini	\$ 1,622,700.00	#1000002989	#229210, C15, B, C39, C51, D10	876 S. Milpitas Blvd. - Milpitas, CA 95035	(408) 942-7900
Storefronts & Glazing	Moule's Foothill Glass	\$ 334,500.00	#1000012909	#482054, C17	1029 Grass Valley Hwy. - Auburn, CA 95603	(530) 885-4180
Gypsum Board	Concord Drywall	\$ 174,000.00	#1000001053	#729000, C-9, C-61, D50	1717 Solano Way #28 - Concord, CA 94520	(925) 676-9255
Tiling	Universal Flooring	\$ 126,247.00	#1000003729	#813425, C15, C54	1060 National Dr. #1 - Sacramento, CA 95834	(530) 682-7987
Acoustical & Wood Ceilings	Cal West Acoustics	\$ 368,000.00	#1000005061	#960381, C-2	1435 Technology Ln., #B6 - Petaluma, CA 94954	(415) 656-6454
Finish Floorings	BT Mancini	\$ 80,000.00	#1000002989	#229210, C15, B, C39, C51, D10	876 S. Milpitas Blvd. - Milpitas, CA 95035	(408) 942-7900

SECTION 00 43 00**Bidder: DL Falk Construction****SUBCONTRACTOR LIST****Bid: Walnut Park Library**

WORK TO BE PERFORMED	NAME OF SUBCONTRACTORS	BID PRICE	DIR REGISTRATION NO.	CA LICENSE TYPE AND NO.	MAILING ADDRESS	PHONE NUMBER
Painting	TSV Painting	\$ 71,600.00	#1000001903	#392444, B, C33	9891 Horn Rd., Suite B - Sacramento, CA 95827	(916) 363-5111
Fire Sprinklers System	Battalion One	\$ 152,000.00	#1000003615	#919683, C10, C16, C-7	14755 Catalina St. - San Leandro, CA 94577	(510) 377-4847
Plumbing	Tyrrell Plumbing	\$ 285,000.00	#10000255431	#1032556, C36	579 Arlene Dr. - Vacaville, CA 95688	(707) 449-6368
HVAC	Top Notch Mechanical	\$ 510,000.00	#1000017371	#972009, C20	1337 N Market Blvd. #200 - Sacramento, CA 95834	(916) 967-2367
Electrical, Low Voltages & Solar	Bayside Electrical	\$ 1,510,000.00	#1000051054	#1000046, C10	131 Sunset Ave. Ste. E-337 - Suisun City, CA 94585	(707) 753-1884
Grading, Paving & Utilities	Pacific Coast Construction	\$ 950,000.00	#1000029849	#958208, A	9255 Survey Red. #3 - Elk Grove, CA 95624	(916) 714-7478
Landscaping	Elite Landscape	\$ 238,900.00	#1000008210	#967955, C27	2972 Larkin Ave. - Clovis, CA 93612	(559) 558-4771
Building Insulation	ALCAL	\$ 111,550.00	#1000000315	#815286, B, C39, C-2, C35, C17, D21, D24	946 N Market Blvd. - Sacramento, CA 95834	(916) 266-5358
Single Ply Membrane Roofing	Courtney Roofing	\$ 440,544.00	#1000007792	#699236, C-8, C33, C39, C43	16781 Milikan Ave. - Irvine, CA 92606	(949) 222-2050
Operable Partitions	BT Mancini	\$ 94,922.00	#1000002989	#229210, C15, B, C39, C51, D10	876 S. Milpitas Blvd. - Milpitas, CA 95035	(408) 942-7900
Fiberglass Translucent Panels	Collier Specialties	\$ 225,434.00	#1000002955	#481944	3550 Watt Ave., Ste 140 - Sacramento, CA 95821	(916) 342-2377



SECTION 00 44 00

BIDDER INFORMATION SHEET

The Bidder must check one of the following classifications that fit its type of business organization and furnish all information required under that classification.

Please type or print your answers.
Attach a copy of license(s) upon which you intend to rely.

BIDDER IS A CORPORATION

The full name of the corporation as it appears on the State Contractor's License is:

DL Falk Construction Inc.

Corporation is incorporated in the State of:

California

BIDDER IS AN INDIVIDUAL

Bidder's name as it appears on State Contractor's License is:

BIDDER IS A PARTNERSHIP

Bidder's firm name, individual or partnership, as it appears on State Contractor's License is:

The full names of all partners as they appear on State Contractor's License are:

County in which any Certificate of Doing Business Under Fictitious Name is filed – (If none, so state):

Accompanying this proposal is Bidder's Bond (NOTICE: INSERT THE WORDS "CASH (\$_____)", "CASHIER'S CHECK", "CERTIFIED CHECK", OR "BIDDER'S BOND", AS THE CASE MAY BE) in amount equal to at least ten (10) percent of the total of the Bid.



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

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

Dave L Falk - President, Secretary, Treasurer

David T Falk - Director of Operations

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

License No. 683837 Classifications(s) B
(A copy of the afore-referenced license must be supplied at Notice of Award.)

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

1, 2, 3, 4

(Fill in addenda numbers if addendas have been received and insert, in this proposal, any Engineer's Estimate sheets that were received as part of the addenda)

CERTIFICATION OF BIDDER FOR PROPOSAL:

By my signature on this Proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code are true and correct. By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non-collusion Declaration required by Public Contract Code Section 7106 and Part 24 Debarment and Suspension Certification are true and correct.

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

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

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

Executed this 15th day of October at Hayward, California.

Sign Here: 

by David T Falk - Director of Operations
Name and Title of Bidder

State of California
Secretary of State
CERTIFICATE OF STATUS

ENTITY NAME:

D.L. FALK CONSTRUCTION INC.

FILE NUMBER: C1831385
FORMATION DATE: 11/16/1993
TYPE: DOMESTIC CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to
exercise all of its powers, rights and privileges in the State of
California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of October 10, 2012.

Debra Bowen

DEBRA BOWEN
Secretary of State

MAR



SECTION 00 45 00

LIST OF SUCCESSFUL PROJECTS

Bidders must have experience in new construction from ground up and must list below a minimum of five similar projects of not less than 50% of the total work scope of this project and within the last eight years.

Bidder name: DL Falk Construction Inc.

	Project Location	Project Description	Contract Dollar Amount	Name and Phone # of Owner's Representative
1	Folsom, CA	Fire Station No. 34 New const. wood framed 8,000 SF - 2 apps bay and parking lot	\$8,894,632.00	Brian Reed (916) 837-9984
2	Novato, CA	North Marine Water Dist. Admin & Laboratory Bldg. New const. of district lab. w/ remodel of existing admin. building	\$11,710,000.00	Naomi Weinstein (510) 917-9994
3	Elk Grove, CA	Cosumnes Fire Station 77 New const. wood framed 2 apps bay fire station w/ metal storage building.	\$8,949,000.00	Scott Jones (916) 896-3515
4	San Jose, CA	Maint. & Emerg. Operation Bldg. at SJ City College New const. of 2 stories struct. steel/ metal studs 12,000 SF building	\$14,234,000.00	Toby Black (510) 484-6769
5	Half Moon Bay, CA	Coastside Fire Station 41 New const. wood framed 10,000 SF - 3 apps bay fire station w/ dormitories	\$11,294,000.00	Jeff Katz (619) 698-9177



SECTION 00 45 26

JOINT APPRENTICESHIP COMMITTEE PARTICIPATION CERTIFICATION

The County has adopted a Joint Apprenticeship Committee (JAC) participation requirement for certain public projects estimated to cost more than one-million dollars (\$1,000,000). A JAC means an apprenticeship program comprised of an equal number of employer and employee representatives approved by the State of California Division of Apprenticeship Standards. This JAC requirement is in addition to the apprenticeship requirements of the Prevailing Wage Laws.

To satisfy the County's JAC participation requirement, Contractors must submit evidence satisfactory to the Procurement Manager or the Procurement Manager's designee that they participate in a JAC by being a signatory to a JAC or employ registered apprentices dispatched by a JAC. Such evidence may be in the form of a signed letter from a JAC confirming the Contractor is a signatory to a JAC or has hired registered apprentices who are active participants of a JAC.

By signing below, Contractor acknowledges the County's JAC participation requirement and certifies that it satisfies this requirement. Failure to submit this form and attach evidence of compliance with this requirement shall result in a determination that the bid is non-responsive.

Name of Contractor Submitting Bid: DL Falk Construction Inc.

Signature 

Name and Title: David T Falk - Director of Operations

Date: October 15, 2024

Occupation(s)/Trade(s)/Craft(s):

Carpenters

Laborer

Name of JAC: See attachments

Include Attachment – JAC Letter or other evidence of JAC participation

CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES MEMORANDUM AGREEMENT

It is hereby mutually understood and agreed by and between the undersigned individual employer and the Carpenters 46 Northern California Counties Conference Board, for and on behalf of the Northern California Carpenters Regional Council and all of its affiliated Local Unions in the 46 Northern California Counties, hereinafter referred to as "Union," that for and in consideration of services performed and to be performed by carpenters for the individual employer, the individual employer agrees to comply with all wages, hours, and working conditions set forth in the Carpenters Master Agreement for Northern California effective July 1, 2014 through June 30, 2019 [which Master Agreement is incorporated herein by reference and a copy of which has been delivered to me and receipt of which is hereby expressly acknowledged], which amends, modifies, supplements and renews each and every, all and singular, previous Carpenters Master Agreements or individual employer Memorandum Agreements in the construction industry in the 46 Northern California Counties, and any future modifications, changes, amendments, supplements, extensions or renewals of or to said Master Agreement, which may be negotiated between the parties thereto for the term thereof. The undersigned individual employer hereby voluntarily recognizes the Union as the majority collective bargaining representative pursuant to Section 9(a) of the National Labor Relations Act, as amended (hereinafter referred to as "Act"), of all employees employed by said individual employer performing work covered by this Agreement. The individual employer agrees that the Union has requested recognition as the Section 9(a) representative and that the Union has demonstrated that it is the majority representative of such employees in an appropriate collective bargaining unit or that the Union has offered to demonstrate that it is the majority representative and, therefore, agrees that the parties have established a Section 9(a) collective bargaining relationship. As such, the parties agree that the contract bar rules apply to this Agreement and that the individual employer may not terminate, abrogate, repudiate or cancel this Agreement during its term, or during the term of any future modifications, changes, amendments, supplements, extensions, or renewals of or to said Master Agreement, except as set forth in the last paragraph below. Furthermore, in addition to the preceding establishment of Section 9(a) status, the individual employer agrees that it will not file, process or encourage any petition under Section 9 of the Act. The individual employer further agrees that any dispute regarding recognition and/or the majority status of the Union, shall be resolved by the permanent neutral Arbitrator pursuant to the procedures set forth in Section 51 of the Master Agreement, either during the term of this Agreement or anytime thereafter, whenever the issue is raised by either party. The individual employer specifically agrees that the permanent neutral Arbitrator may order (as the Arbitrator deems appropriate) the parties to bargain in good faith for any period following a written notice of termination of this Agreement unless and until a lawful impasse occurs or until a successor Agreement is negotiated.

The term "Master Agreement" referred to in this Memorandum Agreement shall be the Master Agreement referred to above or any other agreement designated in writing by the Union as the "Master Agreement" for a term or period subsequent to May 1, 1986 or any subsequent modifications, changes, amendments, supplements, extensions or renewals of or to said designated Master Agreement.

The individual employer by executing this Memorandum Agreement continues to be bound by each and every of the Memorandum Agreements previously signed by said individual employer, if any, for all work performed by said individual employer as described in said Master Agreement and as covered by said Master Agreement regardless of the name or style of doing business or method of organization of any individual employer entity including but not necessarily limited to any activity as a contractor, subcontractor, owner, developer or construction manager and specifically applies to any company, firm or corporation in the construction industry with which or to which the undersigned has any connection of any nature or kind whatsoever.

The individual employer agrees to pay all sums of money for each hour paid for or worked by employees performing work covered by said Master Agreement to each and every, all and singular, of the Trust Funds specified in said Master Agreement and to accept, assume, and be bound by all of the obligations of any Trust Agreement, Plan or Rules, or any amendments, modifications or changes thereto made by the parties thereto, as are now or may hereafter be imposed upon any individual employer by or pursuant to any such Trust, Trust Fund or Plan as set forth in the Master Agreement or any applicable Trust Agreement.

The individual employer further agrees that he or it does irrevocably designate and appoint the employer members of said Trust Funds and Plans mentioned in the Master Agreement as his or its attorneys in fact for the selection, removal and substitution of Trustees or Board members as provided in the Trust Agreements or Plans or as may be hereinafter provided by or pursuant to said Trust Agreements or Plans.

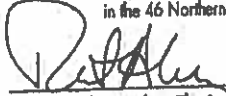

Notwithstanding any provision of the Master Agreement or this Agreement, it is understood that the individual employer is required to give written notice to the Union at 265 Hegenberger Road, Suite 220, Oakland, California 94621-1480 of the name or names of any entity, person, firm or corporation engaged in the construction industry with which the undersigned becomes or is now connected and any change of name or style under which the undersigned will be or is engaged in the construction industry in the territory covered by said Master Agreement. Such written notice must be given no less than ten (10) days prior to the date of any such change of name, new corporation, change of corporate status, creation or formation of any entity, etc.

The Union agrees to perform all of the provisions of the Agreement hereinabove referred to. This Agreement shall be binding upon the heirs, executors, administrators, successors, purchasers and assigns of the individual employer, including any name or style under which business is conducted with respect to work covered by this Agreement.

Notwithstanding any provision of the Master Agreement or this Agreement, the individual employer agrees that upon a showing by the Union or any of its affiliates that a majority of the individual employer's shop employees, if any, have designated the Union or any of its affiliates as their representative for collective bargaining purposes, the individual employer shall recognize the Union and/or its affiliates as the collective bargaining representative of its shop employees and shall forthwith comply with all wages, hours, terms and conditions of the then applicable shop agreement or ACM Master Agreement for the term thereof. Proof of such majority representation shall be established by the submission of authorization cards to a neutral third person who shall compare the signatures with appropriate employee records. The individual employer shall fully cooperate in such review upon demand by the Union or any of its affiliates.

This Agreement shall remain in full force and effect until June 30, 2019, and shall continue thereafter for the term of any future modifications, changes, amendments, supplements, extensions or renewals of or to said Master Agreement, which may be negotiated between the parties thereto unless either party to this Memorandum Agreement gives written notice to the other of the desire to change or cancel not more than ninety (90) nor less than sixty (60) days prior to June 30, 2019, or June 30th of any year in which the Master Agreement may terminate. Neither this Agreement nor the Carpenters Master Agreement for Northern California, which is incorporated herein, may be changed or modified, in any way, without the written approval by the Chairman or Executive Director of the Union.

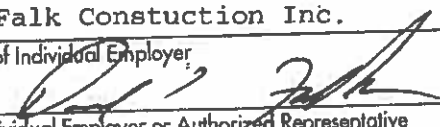
UNION: Carpenters 46 Northern California Counties Conference Board for and on behalf of the Northern California Carpenters Regional Council and all of its affiliated Local Unions in the 46 Northern California Counties.


Robert Alvarez, Chairman

Bill Feyling, Executive Director

NCCRC

Local Union or Regional Council

By Union Representative

EMPLOYER:
D.L. Falk Constuction Inc.
PRINT: - Name of Individual Employer

Signature of Individual Employer or Authorized Representative
3526 Investment Blvd.
Address
Hayward, CA 94545
City and State (Include Zip Code)

683837

Contractor's License Number(s)

Title (RME, RMO, Partner, Owner, etc.)
3/5/2018 4/1/2018

Date Signed Effective Date
510 887 6501

Telephone Number Fax Number

**NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS
46 NORTHERN CALIFORNIA COUNTIES
MEMORANDUM AGREEMENT**

It is hereby mutually understood and agreed by and between the undersigned Individual Employer and the Northern California District Council of Laborers for and on behalf of all affiliated Local Unions in the 46 Northern California Counties, hereinafter referred to as Union, that for and in consideration of services performed and to be performed by Laborers for the Individual Employer, the Individual Employer agrees to comply with all wages, hours, and working conditions set forth in the Laborers' Master Agreement for Northern California by and between the Construction Employers' Association (CEA) and the Union July 1, 2022 through June 30, 2027 (which agreement is

(Name of Employer Association) incorporated herein by reference and a copy of which has been delivered to me and receipt of which is hereby expressly acknowledged), which amends, modifies, supplements and renews each and every, all and singular, previous Laborers' Master Agreements or Individual Employer Memorandum Agreement in the construction industry in the 46 Northern California Counties and any future modifications, changes, amendments, supplements, extensions or renewals of or to said Master Agreement which may be negotiated between the parties thereto for the term thereof.

The Individual Employer and/or association by executing this Memorandum Agreement continues to be bound by each and every of the Memoranda previously signed by said Individual Employer and/or association, if any, for all work performed by said Individual Employer as described in said Master Agreement and as covered by said Master Agreement regardless of the name or style or method of organization of any individual Employer entity and specifically applies to any company, firm or corporation in the construction industry with which or to which the undersigned has any connection of any nature or kind whatsoever.

The Union has requested recognition as the Section 9(a) representative of the employees performing Laborers' work covered by this Agreement and has demonstrated or offered to demonstrate through authorization cards that it has the support of the majority of these employees. The Employer and each Individual Employer expressly acknowledge that they and each of them have satisfied themselves that the Union and/or each of its local affiliates represents a majority of the employees employed to perform Laborers' work and agrees that the Union and/or each of its constituents is the collective bargaining representative of such employees. The Employer on behalf of itself and each of its members and each Individual Employer specifically agrees that it and they are establishing or have established a collective bargaining relationship by this agreement within the meaning of Section 9(a) of the National Labor Relations Act of 1947, as amended. The Union is recognized as the sole and exclusive bargaining agent for itself, the Northern California District Council of Laborers and all of its affiliated Local Unions.

Any dispute concerning this recognition shall be resolved by the neutral Arbitrator pursuant to the procedures set forth in Section 9 (Grievance Procedure) of the Laborers' Master Agreement, either during the term of this Agreement or anytime thereafter, whenever the issue is raised by either party. The Employer, on behalf of itself and each of its members and each Individual Employer, specifically agrees that the neutral Arbitrator may order (as the Arbitrator deems appropriate) the parties to bargain in good faith for any period following a written notice of termination of the Agreement unless and until a lawful impasse occurs or until a successor Agreement is negotiated.

The Individual Employer agrees to pay all sums of money for each hour paid for or worked by employees performing work covered by said Master Agreement to each and every all and singular of the Trust Funds specified in said Master Agreement, at their offices in Pleasanton, Calif. and to accept and assume and be bound by all of the obligations of any trust agreement, plans, or rules or any amendments, modifications, or changes, thereof made by the parties thereto as are now or may hereafter be imposed upon any Individual Employer by or pursuant to any such trust, trust fund or plan as set forth in the Master Agreement or any applicable trust agreement, including the obligation to pay liquidated damages and other sums due upon delinquency as provided in said trust agreements. The Individual Employer hereby acknowledges receipt of copies of each of said trust agreements.

The Individual Employer further agrees that he or she does irrevocably designate and appoint the Employer Members of said Trust Fund and Plan mentioned in the Master Agreement as his or her attorneys in fact for the selection, removal, and substitution of trustees or board members as provided in the trust agreements or plans or as may be hereafter provided by or pursuant to said trust agreements or plans.

Notwithstanding any provision of the Master Agreement, it is understood that the Individual Employer is required to give written notice to said District Council of the name or names of any entity, person, firm, or corporation engaged in the construction industry with which the undersigned becomes or is now connected and any change of name or style under which the undersigned will be or is engaged in the construction industry in the territory covered by said Master Agreement. Such written notice must be given no less than ten (10) days prior to the date of any such change of name, new corporation, change or corporation status, creation or formation of any entity, etc.

Notwithstanding any provisions of the Master Agreement or this Agreement, the Union reserves the right to strike (provided, however, that no aspect of the subcontractors' clause, including its enforcement, may be enforced by or subject to strike action) or process the dispute through the grievance procedure, or both, against the Individual Employer for alleged contract violations or breach of this Agreement and such strike shall not be deemed a breach of contract by the Union. Submission of any grievance involving the undersigned Individual Employer shall be to the permanent neutral arbitrator provided in the grievance procedure of the Master Agreement. Claims for unpaid wages or trust fund contributions may be submitted to the Labor Commissioner at the sole option of the Union or the appropriate trust fund at any time, in addition to any other remedy provided by the Master Agreement or this Agreement or by law.

The Union agrees to perform all of the provisions of the Agreement hereinabove referred to.

This Agreement shall be binding upon the heirs, executors, administrators, successors, purchasers, and assigns of the Individual Employer, including any name or style to which business is conducted with respect to work covered by this Agreement.

It is the intention of the undersigned to enforce the provisions of this Agreement only to the extent permitted by law. Except as set forth below, the Individual Employer waives any right that he or it may have to terminate, abrogate, repudiate or cancel this Agreement during its term, or during the term of any future modifications, changes, amendments, extensions, or supplements, renewals of or to said Master Agreement, or to file or process any petition before the National Labor Relations Board seeking such termination, abrogation, repudiation or cancellation.

This Agreement shall remain in full force and effect until June 30, 2027, and shall continue thereafter for the term of any future modifications, changes, amendments, supplements, extensions, or renewals of or to said Master Agreement which may be negotiated between the parties thereto unless either party to this Memorandum Agreement gives written notice to the other of the desire to change or cancel not more than ninety (90) days nor less than sixty (60) days prior to June 30, 2027, or June 30th of any year in which the Master Agreement may terminate.

Dated: This 7th day of November, 2023 Effective: This _____ day of _____

NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

By: [Signature]
Oscar De La Torre, Business Manager

LOCAL UNION NO. _____

By: _____
Title _____

DL Falk Construction Inc.
(Company Name)

By: [Signature]
(Signature of Individual Employer or Authorized Representative)

Name and Title: David Falk (Owner)
(Owner, Partner, etc.)

Contractor's License No. #633387

Address: 3526 Investment Blvd.
Hayward, CA 94545

Telephone Number (510) 887-6500

Email dave@dlfalk.com




SECTION 00 45 27

STATEMENT RE NO APPRENTICESHIP VIOLATION

I am the Director of Operations of DL Falk Construction Inc.
[Title] [Contractor]

and I am authorized to make this statement on Contractor's behalf.

During the past three (3) years, Contractor has not been found in violation of any provision of State or local apprenticeship laws or regulations.

Signature: 

Printed Name: David T Falk

Date: October 15, 2024

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]



SECTION 00 45 28

ACKNOWLEDGMENT RE: HEALTH CARE EXPENDITURE REQUIREMENT

As set forth in the County's Policy on Procurement, the County has adopted the following requirement regarding Health Care Expenditures for certain public projects estimated to cost more than one million dollars (\$1,000,000):

Each Contractor with construction craft employees shall make health care expenditures for each such employee in an amount per hour worked on the Covered Project equivalent to at least the hourly pro rata cost of a Covered California Platinum level plan for two 40-year-old adults and two dependents 0 to 14 years of age for the Covered California rating area in which the development is located. Qualifying expenditures shall be credited toward compliance with prevailing wage payment requirements up to the amount determined by the Director of Industrial Relations pursuant to Sections 1773 and 1773.9 of the Labor Code. Health care expenditures in excess of that amount shall not be so credited. "Health care expenditures" include contributions under Sections 501(c) or (d) or 401(a) of the Internal Revenue Code and payments toward "medical care" as defined under Section 213(d)(1) of the Internal Revenue Code. A Contractor that is signatory to a valid collective bargaining agreement that requires payment of at least the prevailing wage, participation in a joint labor-management apprenticeship program, and the provision of health care payments for all construction craft employees shall be deemed in compliance. A Contractor without construction craft employees shall show a contractual obligation that its subcontractors comply with this paragraph.

The Project is a "Covered Project" and subject to this health care expenditure requirement.

By signing below, Contractor acknowledges that Contractor has read and will comply with this health care expenditure requirement or, alternatively, that Contractor is a signatory to a valid collective bargaining agreement, which requires payment of at least the prevailing wage, participation in join labor-management apprenticeship program, and the provision of health care payments for all construction craft employees.

Failure to submit this acknowledgment form shall result in a determination that the bid is non-responsive.

Name of Contractor Submitting Bid: DL Falk Construction Inc.

Signature: 

Name and Title: David T Falk - Director of Operations

Date: October 15, 2024



SECTION 00 62 20

IRAN CONTRACTING ACT

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

The Contractor is not:

- (1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

The County has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature: 

Printed Name: David T Falk

Title: Director of Operations

Firm Name: DL Falk Construction Inc.

Date: October 15, 2024

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



SECTION 00 62 23

FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third-party correspondence or vendor bids).
- The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: DL Falk Construction Inc.

Signature: 

Name: David T Falk

Title: Director of Operations

Date: October 15, 2024



State License #683837

D.L. Falk Construction Inc.

3526 Investment Blvd., Hayward, CA 94545 • /www.dlfalk.com/
Phone 510-887-6500 • Fax: 510-887-6501

10/17/24

Attn: To Whom It May Concern

RE: Walnut Park Library Project Bid
CARB Compliance

DL Falk Construction Inc. is a prospective bidder for the referenced project and will be self-performing the equipment rental for various listed trades within the prime contract to maintain compliance with the CARB Compliance Requirements set forth in the Instruction to Bidders.

Please see attached certificates from both Herc Rentals and United Rentals for DL Falk Construction Inc., these are the companies being sourced for equipment pertaining but not limited to:

- Wood and/or steel work
- Overhead building work
- Various MEP above and below ground work
- Miscellaneous site and landscaping installations
- Various material placement or storage

If you have any questions, I can be contacted at davet@dlfalk.com or 510-887-6500.

A handwritten signature in black ink, appearing to read "David T. Falk".

David T. Falk
Vice President

California Environmental Protection Agency
Air Resources Board

January 1, 2024

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION
is issued to

UNITED RENTALS, INC.

DL Falk Const. will be renting / leasing const. equipment from URI

This certificate indicates that the reported above has reported off-road diesel vehicles to the California Air Resources Board and has advised they are in compliance with title 13 CCR section 2429. All applicable vehicles owned by the individual company or agency must be reported and labeled as specified in Section 2415, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2025**

Off-road Diesel Fleet Identification

2369

To verify the authenticity of this certificate, enter the number at
http://www.arb.ca.gov/dore/compliance_cert.html

California Environmental Protection Agency
Air Resources Board

January 1, 2024

**CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION**

is issued to

TSV PAINTING INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2025**



Jack Klotzki
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

132554

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

TSV Painting Inc.



SECTION 00 62 23

FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third-party correspondence or vendor bids).
- The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: B.N.T. Tile, Inc.

Signature: 

Name: Brittany Javery

Title: Assistant

Date: 10/17/2024



SECTION 00 62 23

FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
No diesel equipment.
- Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third-party correspondence or vendor bids).
- The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: Bay Cities Fire Protection, Inc.

Signature: *Juanam Murphy*

Name: Juanam Murphy

Title: VP

Date: 10/17/24



SECTION 00 62 23

FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third-party correspondence or vendor bids).
- The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: Alcal Specialty Contracting, Inc.

Signature: Shane Dettis

Name: Shane Dettis

Title: Estimator/Project Manager

Date: October 17th, 2024



SECTION 00 62 23

FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
No-Commercial Vehicles - No CARB Requirement
- Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third-party correspondence or vendor bids).
- The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: BATTALION ONE FIRE PROTECTION

Signature: Mark McKim

Name: Mark McKim

Title: General Manager, Fire Sprinkler, Sacramento Region

Date: October 17, 2024



SECTION 00 62 23

FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third-party correspondence or vendor bids).
- The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: New West Partitions

Signature: Frank Mascarinas

Name: Frank Mascarinas

Title: Estimator

Date: 10/17/2024



New West Partitions 2550 Sutterville Road Sacramento, CA 95820 916-456-8365
916-456-2862 Fax

New West partitions does not have fleet equipment. The only equipment we will have on-site will be electric lifts.



SECTION 00 62 23

FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board’s policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the “Regulation”). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder’s fleet, and/or that of their subcontractor(s) (“Fleet”) is true and correct:

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- The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: Elite Acoustics Inc

Signature:  **ELITE ACOUSTICS** INC Digitally signed by Nikolay Lubko
DN: C=US, E=nick@eliteacousticsinc.com, O=Elite Acoustics
Inc., OU=Estimator, CN=Nikolay Lubko
Date: 2024.10.17 10:23:12-0700

Name: Nikolay Lubko

Title: Estimator/PM

Date: 10/17/24



SECTION 00 62 23

FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

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- The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: Bird Electric Inc

Signature: Samuel Bird Sr

Name: Samuel Bird Sr

Title: Vice President

Date: 10/17/24

California Environmental Protection Agency
Air Resources Board

January 1, 2024

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION
is issued to


UNITED RENTALS, INC.

Core Contracting Inc will be renting/leasing const. equipment from URI

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR section 2449. All applicable vehicles owned by the individual company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2025**

Off-road Diesel Fleet Identification

2369


Jack Mizwicki
Chief, Mobile Source Control Division
California Air Resources Board

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

California Environmental Protection Agency
Air Resources Board

January 1, 2024

**CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION**
is issued to

ROCK MORGAN ENTERPRISES

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449 with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2025**

Off-road Diesel Fleet Identification

1120


Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

California Environmental Protection Agency
Air Resources Board

January 1, 2024

**CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION**
is issued to

CRESO EQUIPMENT RENTAL

Pacific Coast Const. will be renting const. equipment from CER

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CGR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2025**

Off-road Diesel Fleet Identification

142


Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/dors/compliance_cert1.html

California Environmental Protection Agency
Air Resources Board

January 1, 2024

**CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION**

is issued to

LB CONSTRUCTION INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2025**



Jack Piotrowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

5273

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

California Environmental Protection Agency
Air Resources Board

January 1, 2024

**CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION**

is issued to

MAXIM CRANE WORKS, LP

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void. **Certificate expires 2/28/2025**


Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

2344

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

NMI Industrial Holdings Inc.

