



COUNTY OF LAKE

Public Services Dept.

333 Second Street
Lakeport, CA 95453
Telephone (707) 262-1618
FAX (707) 262-0973

Lars Ewing
Director

Kati Galvani
Deputy Director

DATE: 05/17/2022

Purchase Order No. 1778-6160-051722

This is an original order

Reference. CHRooF/PS22-10

All prices listed below are F.O.B. delivery point

Department. Public Services Dept.

Delivery Pt Lake County Courthouse
255 N. Forbes Street St.
Lakeport, CA 95453

• •
Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105-2197

• • Delivery Date ASAP

QUANTITY	DESCRIPTION	UNIT COST	TOTAL COST
	<p>Roofing Material Purchase, as described in the attached proposal, dated 04/21/22, to be paid by the Administration Department.</p> <p>All invoices must be mailed to: Public Services Dept. 333 Second Street Lakeport, CA 95453</p> <p>CMAS Contract #4-20-56-0006A</p>		\$249,323.11
		Total:	\$249,323.11

ASSISTANT PURCHASING AGENT

By _____
Lars Ewing, Director



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TERMS & CONDITIONS FOR PURCHASE ORDER NO. 1778-6160-051722

Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105-2197

By acceptance of the attached purchase order, contractor agrees to, and represents compliance with, the following:

LICENSE: Contractor represents that he is properly licensed and will utilize properly licensed subcontractors for the work herein.

LABOR CODE COMPLIANCE: Contractor shall be in compliance with all provisions of the California Labor Code in its most current form, including but not limited to the following which is not meant to be exhaustive and is subject to change:

Wage Rate: Contractor shall pay to each worker on this project, not less than the general prevailing rate of per diem wages in accordance with Section 1771 of the Labor Code. Contractor represents that his labor bid reflects prevailing wage rates as determined by the Director of Industrial Relations pursuant to the California Labor Code, Sections 1771 and 1773.1. In compliance with Section 1773.2 of the Labor Code, County maintains copies of the prevailing rate of per diem wages on file at its Administrative Offices and said copies shall be made available to any interested party on request. Further, the General Prevailing Wage Rates are available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>. In further compliance with Section 1773.2, Contractor shall, on behalf of County, cause a copy of the prevailing wage rate(s) to be posted at each job site.

WORKSITE MAINTENANCE. Contractor shall at all times, at his own expense, keep property on which work is in progress and the adjacent property free from accumulations of waste material or rubbish caused by employees or by the work and shall maintain material stockpiles in a neat, safe and orderly manner. Upon completion of the construction, Contractor shall, at his own expense, remove all temporary structures, rubbish, and waste materials resulting from his operation. In the event that the Contractor does not properly clean up promptly, the County may separately contract to do so and withhold the cost from the Contractor.

CORRECTION OF WORK. Contractor shall, at his own expense, correct or remove and replace any work not performed in conformance with the specifications or not performed to the satisfaction of the County Facilities Maintenance Superintendent or his designee.

INSURANCE: CONTRACTOR shall not commence work under this Agreement until he has obtained all the insurance required herein, certificates of insurance have been submitted to COUNTY and said insurance has been approved by COUNTY. CONTRACTOR shall not allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained

Workers' Compensation Insurance: Contractor shall secure and maintain, at CONTRACTOR'S own expense, during the term hereof, Workers' Compensation Insurance and Employer's Liability Insurance for all employees to be engaged in work.

Commercial General Liability: CONTRACTOR shall procure and maintain, at CONTRACTOR'S own expense during the term hereof, upon himself and his employees at all times during the course of this Agreement, Commercial General Liability Insurance (Occurrence Form CG 0001), for bodily injury, personal injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single-limit coverage per occurrence including but not limited to endorsements for the following coverages: premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

Automobile Liability Insurance: Contractor shall secure and maintain, at CONTRACTOR'S own expense, during the term hereof, both bodily injury and property damage on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single-limit coverage per occurrence.

Subcontractors: CONTRACTOR shall include all subcontractors as insured under the aforesaid policies or shall furnish separate certificates and endorsements for each subcontractor to COUNTY for review and approval. All coverages for subcontractors shall be subject to all of the requirements hereinabove and contain the additional insured endorsement required by CONTRACTOR hereinafter

Additional Insured Endorsement: Provisions The Commercial General Liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

The COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 10 11 85 or its equivalent. CONTRACTOR shall not commence work under this Contract until he has had delivered to COUNTY the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Other Insurance Provisions:

- (a) For any claims related to this project, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
- (b) Any deductibles or self-insured retentions must be declared to and approved by COUNTY. At the option of COUNTY, either: CONTRACTOR shall reduce or eliminate such deductibles or self-insurance retentions; or CONTRACTOR shall provide a financial guarantee satisfactory to COUNTY guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (c) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.
- (d) Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking other actions as is available to it under any other provision of the Agreement or law. Failure of COUNTY to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

INDEMNIFICATION: By acceptance of the attached purchase order, Contractor agrees to indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County.

