

County of Ventura  
General Services Agency  
Procurement Services  
800 South Victoria Avenue  
Ventura, California 93009-1080

Invitation to Bid #5759

Sealed bids will be received by the Ventura County Purchasing Agent for the furnishing of all materials, equipment, machinery, tools, apparatus, incidentals, labor and supervision necessary to: install a toilet in the Post-Anesthesia Care Unit (P.A.C.U.) and relocate an electrical panel in a patient care area of Santa Paula Hospital in accordance with attached General Conditions, Plans and Specifications dated 09/04/14, which by this reference are made a part hereof.

A **non-mandatory** pre-bid conference and walk-through of the job site will be conducted by Leticia Rodriguez, Chief of Hospital Operations, and Jody Howard, Principal Buyer, on **Friday, October 17, 2014. Meet at the entrance of Santa Paula Hospital, 825 N. 10<sup>th</sup> Street, Santa Paula at 3:00 p.m.**

**Please note:** It is strongly advised that bidders attend this pre-bid walk through as this will be the only time the public will be allowed to see the job site.

Deadline for questions, concerns, clarifications, or general information is **October 20, 2014 at 3:00 p.m. PST.**

Sealed bids will be received by the Ventura County Purchasing Agent until **3:00 p.m. PST on October 23, 2014** at Ventura County Procurement Services, Hall of Administration, 800 South Victoria Avenue, Ventura, 93009-1080. Time is of the essence, and all bids received after the appointed hour for submission, whether by mail or otherwise, will be returned unopened. **Bids may not be submitted by facsimile machine. Return only those pages on which a response is required.**

**THIS IS THE COMPLETE BID PACKAGE.**

The plans, specifications and proposal forms for this project are filed in the Procurement Office and are by reference made a part of this ITB. Plans may be obtained at the pre-bid walk through at no cost. **For additional bid information, call (805) 477-7111 or email [jody.howard@ventura.org](mailto:jody.howard@ventura.org), Jody Howard, Principal Buyer, County of Ventura.**

**Important**  
**PLEASE MARK, BELOW THE RETURN ADDRESS PORTION OF YOUR ENVELOPE WITH:**  
**Bid # 5759 Due: 3:00 p.m. October 23, 2014 for "SPH P.A.C.U. Toilet Project."**  
**Buyer: Jody Howard, Principal Buyer**

Each bidder will be presumed to have read and to be thoroughly familiar with all specifications and requirements of this bid. The failure or omission to examine any form, instrument, document or condition will in no way relieve the bidder from any obligation

in respect to this bid. The submitting of a bid will be considered an acknowledgment on the part of the bidder of familiarity with all such conditions.

If it becomes evident that this bid has to be amended, a formal amendment will be issued to bidders. If necessary, a new bid due date will be established. Any oral communications from the County concerning the Bid are not binding on the County and will in no way excuse the Bidder of obligations as set forth in the Bid, unless the Bid has been formally amended.

Unless specified elsewhere in the solicitation, bidder's bid will be valid for sixty (60) days following the date the response is due.

Award will be made to the lowest responsive and responsible bidder.

The County of Ventura reserves the right to make a partial award, award to more than one vendor or to make no award at all. The County further reserves the right to reject any or all bids, any informality in any bid received not affected by law, not at variance with the bid conditions may be waived at the discretion of the purchasing agent. The County will be the sole judge of the successful bidder hereunder.

Bidders will qualify bids, which are conditioned in any way. Failure to do so may result in rejection of bid.

Bidders must have a record of quality service and on-time delivery of the required services/products and quantities. The County may make reference checks and obtain financial ratings of all bidders, joint venture partners or subcontractors in order to determine responsibility. Submission of a bid will be consent to any and all reference checks.

If a supplier received this solicitation through some other means other than being a pre-qualified supplier on the County's supplier list, it is the responsibility of the supplier to advise the buyer of its intention to provide a bid so that addendum or other correspondence relate to the solicitation will be sent to the supplier.

The Contractor, its agents and employees will be bound by and comply with all applicable provisions of the Labor Code and with Federal, State, and Local Laws related to labor.

Exhibit "A" "Prevailing Rates of Wages" is hereby made part of this Invitation to Bid.

A copy of the prevailing rates of wages in Ventura County are available at the following website: <http://www.dir.ca.gov/DLSR/PWD/index.htm> .

Environmental Purchasing Policy- It is the policy of the County of Ventura to purchase and use recycled products whenever possible. The County of Ventura will favorably consider the selection of recycled –content and renewable materials, products and supplies over their non-recycled-content and non-renewable alternatives in cases where availability, fitness, health, operational efficiency, quality, safety, and price of the recycled product is otherwise equal to, or better than, the non-recycled-content and /or non-renewable alternative. Bidders able to supply products containing recycled and environmentally preferable materials that meet performance requirements are

encouraged to offer them in bids and proposals. Recycled commodities means items that meet Environmental Protection Agency's (EPA) Comprehensive Procurement Guidelines (CPG). These can be located at <http://www.epa.gov.cpg.product.htm>.

The bidder to whom award is made or his listed sub-contractor must possess a valid California Contractor's License, **Classification A or B** at the time the bid is submitted.

## **SECTION I TERMS AND CONDITIONS**

1. Contractor will furnish the required certificates of insurance within five (5) consecutive calendar days from the date of Request for Insurance. Failure to furnish the required certificates within the time allowed may result in cancellation of award.
2. A purchase order will be issued after receipt of insurance certificates. A 100% Performance Bond and a 100% Payment Bond will be required if the lump sum price exceeds \$25,000. The required bonds must be received at Ventura County Procurement Services within ten (10) consecutive calendar days of receipt of purchase order.

### **See Attachment "F" for Contractor Bond Requirements.**

3. Contractor will order the specified material immediately after receipt of purchase order, and will complete the project as specified not less than ten (10) calendar days after the purchase order is mailed or handed to the Contractor. Failure to complete the project(s) within the time(s) allowed may result in cancellation of the purchase order.
4. All bids will comply with all Federal, State and other laws relative thereto. Bidder further agrees that the goods quoted comply with all applicable Federal and State Occupational Safety and Health Laws, Standards and Regulations, and that Seller will indemnify and hold the Buyer harmless for any failure to so conform.
5. Bids submitted on forms other than those furnished by the County of Ventura will not be considered.
6. Bidder agrees that the County has the right to make all final determinations as to whether the work has been satisfactorily completed.
7. Contractor will conform to California Labor Code Section 6360 and Title 8 CAC, Section 339 and 5194 and submit Material Safety Data Sheets.
8. All work will be performed in accordance with the highest standards prevailing in the trades.
9. The contractor will be held responsible for any breakage, loss of County's equipment or supplies through negligence of the contractor or his employees while working on the County's premises. The contractor will be responsible for

restoring/replacing any equipment, facilities, etc., so damaged at no additional cost to the County.

10. Contractor is required to coordinate the required inspection with Building and Safety.
11. The contractor will immediately report to the Department representative any damages to the premises resulting from services performed under this contract.
12. During performance and upon completion of work on the project, contractor will remove all unused equipment and instruments of service all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by these specifications. Contractor will leave entire area in a neat, clean and acceptable condition as approved by the department representative.
13. County's goal is to recycle as much material as possible during the **SPH P.A.C.U. Toilet Project** and the **SPH P.A.C.U. Toilet Project** schedule has been planned to maximize the amount of recycling, reuse, and salvage that can be achieved during the **SPH P.A.C.U. Toilet Project**. County requires Contractor to recycle, reuse, and salvage as much material as possible County requires Contractor to submit a waste-handling plan detailing how the waste streams will be separated and managed. Contractor is responsible for removing and reusing, recycling, or salvaging all other materials associated with the **SPH P.A.C.U. Toilet Project**. County desires that this Project will generate the least amount of waste possible and that processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors will be employed. Contractor will provide on-site instruction of appropriate separation, handling, recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the Project.
14. Contractor will conform to all local and state safety codes and standards.
15. All work will be done in accordance with the APWA-AGC Standard Specifications for Public Works Construction, current edition.
16. The bidder is expected to carefully examine the site of the proposed work, the proposal, specifications, and bid forms. He will satisfy himself as to the character, quality, off-hour schedule and quantities of work to be performed, materials to be furnished and as to the requirements of specifications. The submission of a bid will be evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed specifications.
17. Manufacturers name, trade names, model or catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality of the specifications listed for any item; such bids will state brand names and number and include detailed specifications.

18. Successful bidder will not subcontract any part of the contract after award without prior approval in writing by the Purchasing Agent.
19. Payment will be made on a lump sum basis (net 30 days) at the end of successful completion of the project.

**County of Ventura**  
**GSA PROCUREMENT SERVICES**  
**800 S VICTORIA AVE.**  
**VENTURA, CA. 93009-1080**

**HOW TO SUBMIT YOUR BID**

Please review the attached bid document carefully. Offers from bidders that are accepted by the County are binding contracts. **Incomplete bids may be rejected.** All bid documents and bid submittals must be received by Procurement Services on or before the opening date and hour.

Before you submit your bid, have you:

- ☐ attended the non-mandatory walk through?
- ☐ read through the entire bid *(something may be different from the last one)*.
- ☐ completed and signed the Bid Form *(including when you can start and how long it will take)*?
- ☐ reviewed the specifications carefully?
- ☐ reviewed the State's labor code regarding Prevailing Wages (Attachment "A") *(no forms are due with bid)*
- ☐ reviewed and are prepared to comply with the County's Insurance requirements (Attachment "B")? *(no forms are due with bid)*
- ☐ reviewed and signed off on Attachment "D", the Non-Collusion Affidavit?
- ☐ completed Attachment "E", Information Required of Bidder?
- ☐ reviewed Attachment "F", Contract Bonds? *(no forms are due with bid)*
- ☐ reviewed attachment "G" notification of Asbestos in County buildings *(no forms are due with bid)*
- ☐ marked your envelope with the required information? *(per page 1)*

**HOW TO SUBMIT A NO BID**

If you do not wish to bid at this time, please remove the signature page from the Invitation to Bid forms and enter "no bid", your company's name, address, signature, and return the signature page to the County. This will ensure your company's "ACTIVE" status in our bidder's list.

Also, if you wish your company's name removed from the list, please indicate such on the signature page.

## BID FORM

Procurement Services  
County of Ventura  
800 S. Victoria Ave.  
Ventura, Ca 93009-1080

Pursuant to your advertisement for **Bid # 5759 SPH P.A.C.U. Toilet Project**, per specifications therein, the undersigned proposes to furnish all materials, equipment, machinery, tools, apparatus, incidentals, labor and supervision necessary to install a Toilet in the Post-Anesthesia Care Unit (P.A.C.U.) in the manner prescribed in the specification for:

\$ \_\_\_\_\_ Materials

\$ \_\_\_\_\_ Labor

\$ \_\_\_\_\_ lump sum total

Work can commence \_\_\_\_\_ days ARO and is expected to take \_\_\_\_\_ days to complete the work.

Award, if made, will be to lowest responsive, responsible bidder selected by County.

The undersigned has attended the pre-bid non-mandatory walk-through and has inspected the site of the project and examined carefully the specifications and included documents and acknowledges their sufficiency. The undersigned hereby certifies he is licensed to perform the above work.

**Complete Attachment E - "Information Required of Bidders".**

**Complete Attachment D- "Non-Collusion Affidavit".**

I make the above proposal and certify or declare under penalty of perjury under the laws of the State of California that the statements made by me herein are true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company

\_\_\_\_\_  
Title

\_\_\_\_\_  
Type of Company

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Company Street Address

\_\_\_\_\_  
City      State      Zip Code

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Fax #



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License Number

---

License Classification

---

License Expiration Date

---

Tax Identification Number

**ATTACHMENT A**  
**VENTURA COUNTY PURCHASING SERVICES**  
**PREVAILING RATES OF WAGES**

**In accordance with Sections 1770 et seq. of the California Labor Code and the Code of Federal Regulations (Davis-Bacon Act), determinations of the generally prevailing wages for various classes of workers in Ventura County have been made by the California Director of Industrial Relations as required by the California Labor Code and by the U.S. Secretary of Labor as required by: The "Davis-Bacon Act".**

As required by California Labor Code Section 1777.5 properly indentured apprentices will be employed on the work. Travel and subsistence will be paid in accordance with California Labor Code Section 1773.8.

The Determinations made by the State are on file at the County Purchasing Services Office. A copy will be furnished without cost to the successful bidder, if requested. The contractor will post a copy of the wage rates at each job site at a location readily available to the workers.

The provisions of Articles 2 and 3, Division 2, Part 7, Chapter 1 of the Labor Code, State of California, are by this reference, made a part of this Bid.

**ATTACHMENT B**  
**INSURANCE REQUIREMENTS**

**INSURANCE REQUIREMENTS**

- A. CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following insurance:
1. Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products / completed operations, broad form blanket contractual and \$100,000 fire legal liability.
  - 2a. Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned and hired automobiles.
  - 2b. Personal Automobile Liability coverage, in the minimum amounts of \$100,000 per Person and \$300,000 each Accident Bodily Injury and \$50,000 each Accident Property Damage, and \$35,000 Uninsured/Underinsured Motorists coverage, for each vehicle to be operated in association with this contract that is not insured under Commercial Automobile Liability.
  3. Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000.
- NOTE: The WC requirement is waived ONLY IF the CONTRACTOR is a sole proprietor with no employees, volunteers or family members working in the business.
- B. All insurance required will be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of CONTRACTOR'S insurance coverage and will not contribute to it.
- C. COUNTY is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D. The County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers are to be named as Additionally Insured as respects work done by CONTRACTOR under the terms of this contract on all policies required (except Workers' Compensation).
- E. CONTRACTOR agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising directly or indirectly from the activities and/or work performed by CONTRACTOR under the terms of this agreement.

- F. Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, GSA Procurement Services at 800 S. Victoria Ave. Ventura, CA. 93009-3120
- G. CONTRACTOR agrees to provide COUNTY with the following insurance documents on or before the effective date of this contract:
  - 1. Certificates of Insurance for all required coverage's.
  - 2. Additionally Insured endorsements.
  - 3. Waiver of Subrogation endorsements (A.K.A.: Waiver of Transfer Rights of Recovery against Others, Waiver of Our Right to Recover from Others)
  - 4. 60 Days Notice Cancellation Clause endorsements.

Failure to provide these documents may be grounds for immediate termination or suspension of this agreement.

It is the responsibility of the CONTRACTOR to confirm that all terms and conditions of the Insurance Provisions are complied with by any and all Sub-Contractors that CONTRACTOR may use for the completion of this Agreement.

Insurance coverage in the minimum amounts set forth herein will not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor will it preclude COUNTY from taking such other actions as are available to it under any other provisions of this Contract or otherwise in law.

#### **INDEMNIFICATION and HOLD HARMLESS**

All activities and/or work covered by this agreement will be at the risk of CONTRACTOR alone. CONTRACTOR agrees to defend (at County's request) , indemnify and save harmless the County of Ventura, its boards, agencies, departments, officers, employees, agents and volunteers (hereinafter referred to as COUNTY), from and against any and all claims, lawsuits - whether against CONTRACTOR, COUNTY or others, judgements, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by CONTRACTOR, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of COUNTY.

#### **CONTAMINATION and POLLUTION**

CONTRACTOR, solely at its own cost and expense, will provide clean up of any premises, property or natural resources contaminated or polluted due to CONTRACTOR activities. Any fines, penalties, punitive or exemplary damages assigned due to contaminating or polluting activities of the CONTRACTOR will be borne entirely by the CONTRACTOR.

## **STATUS OF CONTRACTOR**

It is understood and agreed that CONTRACTOR is at all times an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR, or any persons performing under this contract, will not be entitled to any benefits payable to employees of COUNTY, including but not limited to overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. COUNTY is not required to make any tax or benefit deductions from the compensation payable to CONTRACTOR under the provisions of this Agreement. As an independent contractor, CONTRACTOR hereby holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of the Agreement.

If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons will be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by CONTRACTOR. COUNTY will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.

**Attachment D**

**NON-COLLUSION AFFIDAVIT**

I, the person whose signature is affixed to the last page of this Bid, submit this Bid to the Board of Supervisors and hereby declare:

1. That the bidder has read this Bid and has abided by and agrees to the conditions herein and has carefully examined the project plans and read the specifications and does hereby propose to furnish all materials and do all the work required to complete the work in accordance with the plans and specifications for the unit prices or lump sum named.
2. That the bidder, as Principal, acknowledge himself as being bound by the attached bond or other acceptable bid guarantee.
3. That the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone will refrain from bidding; that the bidder has not in any manner, directly or with anyone to fix the bid price of the bidder or any other bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

**I have read and understand the above.**

Signature : \_\_\_\_\_

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

Printed name : \_\_\_\_\_

Title \_\_\_\_\_

Company name: \_\_\_\_\_

**Attachment E**

**County of Ventura  
INFORMATION REQUIRED OF BIDDER**

No Bid Will Be Considered Unless This Document Is Complete In Full. All Applicable Items Must Be Filled Out. This Document Must Be Returned With Your Bid.

Bidder is required to supply the following information. Additional sheets may be attached if necessary.

- 1 ) Name: \_\_\_\_\_
- 2) Address: \_\_\_\_\_
- 3) Telephone No: \_\_\_\_\_ Fax No. \_\_\_\_\_
- 4) Type of Firm (individual, partnership, corporation.): \_\_\_\_\_
- 5) Corporation organized under the laws of the State of: \_\_\_\_\_
- 6) List names and addresses of all members of the firm or names and titles of all officers of the corporation:

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

- 5) Number of years this company has been in business doing the type of work specified herein in California: \_\_\_\_\_.
- 6) List at least three projects completed as of most recent date:

a. CONTRACT: \_\_\_\_\_ NAME OF PROJECT: \_\_\_\_\_

NAME & ADDRESS : \_\_\_\_\_

TYPE OF PROJECT \_\_\_\_\_

CONTACT :NAME: \_\_\_\_\_ PHONE NO. \_\_\_\_\_

DOLLAR AMOUNT OF CONTRACT \$ \_\_\_\_\_ OWNER: \_\_\_\_\_

b.CONTRACT: \_\_\_\_\_ NAME OF PROJECT: \_\_\_\_\_

NAME & ADDRESS : \_\_\_\_\_

TYPE OF PROJECT \_\_\_\_\_

CONTACT :NAME:\_\_\_\_\_ PHONE NO.\_\_\_\_\_

DOLLAR AMOUNT OF CONTRACT \$\_\_\_\_\_ OWNER:\_\_\_\_\_

c. CONTRACT #:\_\_\_\_\_ NAME OF PROJECT: \_\_\_\_\_

NAME & ADDRESS \_\_\_\_\_

TYPE OF PROJECT\_\_\_\_\_

CONTACT: NAME:\_\_\_\_\_ PHONE NO.\_\_\_\_\_

DOLLAR AMOUNT OF CONTRACT \$\_\_\_\_\_ OWNER:\_\_\_\_\_

- 7) List the name and address of each subcontractor who will perform work in or about the project, and indicate what part of the work will be done by each subcontractor:

NAME	ADDRESS	WORK PERFORMED
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- 8) Name and address of Contractor/Agent for your firm:

\_\_\_\_\_

Phone Number\_\_\_\_\_ Fax Number\_\_\_\_\_



## Attachment F

### **Surety Bond Performance and Payment**

Whereas, the Board of Supervisors of the County of Ventura, State of California, hereinafter called "Agency," and \_\_\_\_\_, herein after called "Principal" have entered into a contract whereby principal agrees to install and complete certain designated work, which said contract dated \_\_\_\_\_20\_\_\_\_, and identified as project \_\_\_\_\_, Is hereby referred to and made a part hereof; and

Whereas, said principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

Now, therefore, we the principal and the undersigned, as corporate surety, are held and firmly bound unto Agency in the penal sum of \_\_\_\_\_ Dollars (\$) \_\_\_\_\_ lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his heirs, executors, administrators, successors or assigns, will in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said contract and any alteration thereof made as therein provided on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and will indemnify and save harmless Agency, its officers, agents and employees, and therein stipulated, then this obligation will become null and void: otherwise it will be and remain in full force and effect

As a part if the obligation secured hereby and in addition to the face amount specified therefore, there will be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Agency in successfully enforcing this obligation and, in the event Agency is the prevailing party in a separate suit brought against Principal upon said contract, incurred by agency in such separate suit, all to be taxed as costs or awarded as damages, as appropriate, and included in any judgment rendered in a suit brought upon this bond.

And, whereas, under the terms of said contract, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the Agency to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

Now, therefore, said principal and the undersigned, as corporate surety, are held firmly bound unto the Agency and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid contract and referred to in the aforesaid Civil Code in the like sum of: \_\_\_\_\_ Dollars (\$) \_\_\_\_\_ for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Act with respect to such work or labor, or for any amounts required to be deducted, withheld and paid over to the Franchisee Tax Board from wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the

Revenue and Taxation Code, that said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Agency in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment herein rendered.

It is hereby expressly stipulated and agreed that this bond will insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should this condition of this bond be fully performed, then this obligation will become null and void; otherwise, it will be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said contract or the plans and specifications accompanying the same will in any manner affect its obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been duly executed by the principal and surety above named on \_\_\_\_\_ 2009.

THIS IS TO CERTIFY THAT THE ABOVE SURETY INSURER HAS BEEN  
CERTIFIED AS SUCH; THAT THE CERTIFICATE OF AUTHORITY TO THE  
ATTORNEY-IN-FACT IS OF RECORD IN THIS OFFICE, AND HAS NOT  
BEEN SURRENDERED, REVOKED, CANCELED, ANNULLED OR  
SUSPENDED

James B. Becker, Assistant County Clerk

By \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy County Clerk

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_

Title \_\_\_\_\_

Indicate Complete Address of Surety To Which Correspondence Concerning This Bond Should Be Directed.

\_\_\_\_\_  
(Name of Surety)

By \_\_\_\_\_  
(Attorney-in-Fact)

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Telephone No. \_\_\_\_\_ Zip Code \_\_\_\_\_

## **Attachment G**

### **NOTIFICATION OF ASBESTOS IN COUNTY OF VENTURA BUILDING**

California Health and Safety Code sections 25915 et seq. require the County to inform vendors, contractors, and others about asbestos-containing materials (ACM) in buildings where they work. Herein find such information. You must: (1) comply with the County policy notes here; and (2) give this notice to all employees and subcontractors working in County buildings. Failure to comply may cause undue risk to your people and others, or immediate contract cancellation, or both.

### **COUNTY POLICY CONCERNING ASBESTOS IN BUILDINGS**

It is County policy that under no circumstances are County vendors, contractors, or others to attempt removal, repair, or clean up of known or suspected ACM, unless approved to do so under County contract. The whereabouts, however, of all ACM-sited in County buildings are not known. Though many of the buildings are known to have ACM-sites, others are being routinely found by comprehensive building surveys done for various reasons. Because of this uncertainty, and since disturbing ACM can be a hazard, you must call the County Health and Safety Loss Prevention Division (HSLP) at (805) 648-9202 before:

- (1) Doing any work that might disturb any building; or
- (2) Accessing any space above ceiling or below floors, or any other space not normally accessed by building occupants.

You are directed to call HSLP should you have any questions or concerns about this matter before starting any work at any County site. Otherwise the County assumes that you understand and are fully complying with these instructions and policy.

### **FREQUENTLY ASKED QUESTION ABOUT ASBESTOS**

**How is asbestos used?** Asbestos is usually not used directly, but rather is added as binding material to such diverse materials as plastic, asphalt, cement products, pipe insulation, roofing products, floor tiles, patching compounds, brake linings, and protective clothing. The attributes of ACM are so beneficial that between 1900 and 1980, 40 million tons of asbestos was used in over 3,000 products worldwide. The 1979 consumption rate in the U.S. alone was one million tons. But by 1983, the U.S. rate had fallen 60% and is still dropping today due, in part, to laws forbidding asbestos use in many of the materials mentioned.

**Where is ACM found in buildings?** In ones built before 1979 (most ACM use in post 1979 buildings has been banned), ACM is found in a variety of locations. These are typically classified as follows: surfacing materials are those which are sprayed or troweled onto building surfaces (acoustical ceilings, fireproofing, etc.); thermal systems insulation includes all material applied to heating, cooling, and plumbing systems; and miscellaneous materials includes all other building

products. ACM may thus be found anywhere in the building, including spaces above ceilings and below floors, in pipe chases, and building exteriors.

**Why is building ACM a problem?** Asbestos refers to a family of naturally occurring silicate minerals. When crushed or processed, these minerals separate into long, thin fibers that have unique properties: high strength and flexibility low thermal and electric conductivity, high absorbency, high chemical and mechanical durability, and is relatively incombustible. It is these properties that make it desirable for commercial applications, while at the same time hazardous. Given the right force, ACM can break apart causing the asbestos contained therein to splinter into microscopic fibers that float in the air where they can be easily inhaled or swallowed. These tiny fibers become trapped in body tissues where they can cause health problems.

**What are the risks associated with building ACM?** Risks allied with occupational asbestos exposure (ship building trades, mining and milling, automotive brake repair, etc.) are well known. However, studies indicate that there is typically no appreciable difference in airborne fiber levels between ACM-building air and outdoor air. This suggests that working in a well-maintained ACM-building poses no unusual risk. The mere presence of ACM poses no health threat unless the fibers become airborne by any means. Still, inhaling or swallowing asbestos fibers can cause a host of health problems, of which the major ones are:

Asbestosis, a lung ailment with emphysema-like symptoms, is caused by chronic exposure to high airborne fiber levels, like those to which occupational asbestos workers were exposed to laws regulating exposure. Asbestosis is not expected in persons exposed to low levels, or in those exposed for short time periods.

Lung cancer is linked (albeit not exclusively) with intense fiber exposure, particularly in concert with smoking. It is uncertain that asbestos contributes to it at low exposure levels, however. Contrarily, mesothelioma cancer seems to be principally caused by asbestos exposure. It accounts for about 10% of deaths in occupational asbestos workers, but is rare in the general population. They both have, like other forms of cancer, long latency periods, often 15 years plus.

Other health effects include: (1) increased rates of GI tract cancer among some asbestos workers (probably caused by fiber ingestion), and (2) excessive fiber inhalation can cause pleural plaques, a thickening of the lung lining (not cancerous, but is indicative of past exposure).

The prospect of incurring such maladies depends on a combination of exposure level, exposure time, and exposure occurrences (i.e., there is a direct tie between total fiber exposure and risk level). The risk level in County ACM-buildings is deemed no higher than that in the outdoor environment. This is so because the in-place ACM known to the County is in good condition, encapsulated, enclosed or in a restricted area, or of a type not likely to release fibers unless disturbed (e.g. the fibers in vinyl asbestos floor tile are firmly bound and can be released only if the tile is cut, ground, or sanded).

**SPECIFICATIONS**

**Please see the attached Engineer's report and specs.**