



BUTTE COUNTY GENERAL SERVICES

Reverse Vendor and Contractor Fair

**January 23, 2013
8:45 AM to 4:00 PM**

1705 Manzanita Avenue, Chico California



BUTTE COUNTY



GENERAL SERVICES





Butte County General Services Welcomes You!

- ❑ Welcome to our Reverse Vendor and Contractor Fair!
- ❑ General Services' Staff Can Be Identified by Matching Colored Shirts and Name Tags
- ❑ A Hospitality Table is Available Featuring Snacks, Coffee and Water Donated by General Services' Employees
- ❑ Complimentary Pens and Notepads are Available for Your Convenience – Notepads were Printed on Recycled Paper at Our In-house Printshop
- ❑ Morning and Afternoon Schedules are as Follows:





MORNING SCHEDULE:

09:00 am – Introduction & Public Purchase

09:15 am – Contracts & Solicitation

09:30 am – Architects, Engineers & Consultants

09:45 am – Invoicing & Retention

10:00 am – Insurance & Bonding

10:15 am – Safety

10:30 am – Permits & Inspections

10:45 am – CA Accessibility & ADA Design

11:00 am – Prevailing Wage

12:00 pm – Questions & Answers





AFTERNOON SCHEDULE:

01:00 pm – Introduction & Public Purchase

01:15 pm – Contracts & Solicitation

01:30 pm – Architects, Engineers & Consultants

01:45 pm – Invoicing & Retention

02:00 pm – Insurance & Bonding

02:15 pm – Safety

02:30 pm – Permits & Inspections

02:45 pm – CA Accessibility & ADA Design

03:00 pm – Questions & Answers





PUBLIC PURCHASE

- Introduction to Public Purchase
- Just What is Public Purchase?
- What are the Benefits of Public Purchase?



Introduction to Public Purchase:

- ❑ Butte County has Partnered with Public Purchase to Manage Our Vendor Database and Post Our Solicitations and Awards Online
- ❑ One of the Main Objectives for the Day is to Assist Vendors and Contractors Complete the Online Registration Process:
 - A Bank of Laptops is Available in the Next Room
 - Eric Heaps, CEO and John Fletcher from Public Purchase are here as well as Samantha Skinner and Debbie Heath from Butte County to Assist with One-on-one Registration



Just What is Public Purchase?

- ❑ www.PublicPurchase.com is a Web-based, Online eProcurement Service
- ❑ Provides Government Agencies and Vendors with a Comprehensive and Easy to Access Web-based, Online eProcurement Service
- ❑ This eProcurement Service will Provide our Vendors and Contractors with Automatic Notification and Transmittal of Bid Solicitations and Awards
- ❑ Public Purchase will Also Grant Access to Other Bid Opportunities with Other Government Entities to Our Vendors And Contractors



Just What is Public Purchase?

- This eProcurement System is Provided at No Cost to Our Vendors and Contractors
- The Public Group, LLC is a Privately-held Software Development Company Specializing in Web-based, Online Software Solutions for Government Agencies – ‘Software as a Service’
- www.PublicPurchase.com has Been Providing eProcurement Services to over 3,000 State and Local Government Agencies for over 11 Years



What are the Benefits of Public Purchase?

- Online Registration for Vendors and Contractors; Online Bid and Award Postings
- E-mail Notification to Vendors and Contractors of Upcoming Bid Opportunities
- Online Posting of Bid Documents for Ease of Access and Download by Vendors and Contractors
- Provides Regional Database Notification for Vendors and Contractors
- Generated Reports are Easily Exported to *.xls, *.pdf or *.html





CONTRACTS & SOLICITATION

- Definitions
- Solicitation Process
- Bidding Thresholds
- Important Forms to Submit
 - Request for Quotations (RFQ)
 - Invitation for Bids (IFB)
 - Notice to Proceed (NTP)



Definitions:

Public Contract Code, Section 22002, 'Definitions:'

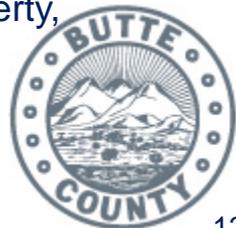
- (a) **"Public agency,"** for purposes of this chapter, means a city, county, city and county, including chartered cities and chartered counties, any special district, and any other agency of the state for the local performance of governmental or proprietary functions within limited boundaries. "Public agency" also includes a nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
- (b) **"Representatives of the construction industry"** for purposes of this chapter, means a general contractor, subcontractor, or labor representative with experience in the field of public works construction.
- (c) **"Public project"** means any of the following:
 - (1) Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.
 - (2) Painting or repainting of any publicly owned, leased, or operated facility.
 - (3) In the case of a publicly owned utility system, "public project" shall include only the construction, erection, improvement, or repair of dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.



... More Definitions:

Public Contract Code, Section 22002, 'Definitions,' Continued:

- (d) **"Public project"** does not include maintenance work. For purposes of this section, "maintenance work" includes all of the following:
- (1) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.
 - (2) Minor repainting.
 - (3) Resurfacing of streets and highways at less than one inch.
 - (4) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.
 - (5) Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.
- (e) **For purposes of this chapter, "facility"** means any plant, building, structure, ground facility, utility system, subject to the limitation found in paragraph (3) of subdivision (c), real property, streets and highways, or other public work improvement.



Solicitation Process:

Butte County passed a resolution in 1999 electing to be subject to the California Uniform Construction Cost Policies and Procedures of the California Uniform Construction Cost Accounting Commission- CUCCAC.

This means that Butte County's policies and procedures follow the California Uniform Construction Cost Accounting Policies and Procedures Manual for our informal and formal public project solicitations.

The CUCCAC manual can be found at:

http://www.sco.ca.gov/Files-ARD-Local/cuccac_cuccac_man.pdf

CUCCAC is a part of California Public Contract Code Sections 22000-22045 which allows local agencies economic benefits and greater freedom in expediting public projects if an agency elects to follow the cost accounting procedures set forth

In the Cost Accounting Policies and Procedures manual of the California Uniform Construction Cost Accounting Commission.



Solicitation Process:

All of Butte County's solicitations are posted on PublicPurchase.com plus posted at eight contractor's exchanges. Four exchanges required by CUCCCAC and four additional contractor's exchanges:

- McGraw-Hill Construction
- Shasta Builders Exchange
- Valley Contractors Exchange – Chico
- Valley Contractors Exchange – Yuba City
- Nevada County Contractors Association
- Placer County Builders Exchange
- El Dorado County Builders Exchange



Bidding Thresholds:

CUCCAC Dollar Amount Limitations Are:

- Public projects of forty-five thousand dollars (\$45,000) or less may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order.
- Public projects of one hundred seventy-five thousand dollars (\$175,000) or less may be let to contract by informal procedures as set forth in this article.
- Public projects of more than one hundred seventy-five thousand dollars (\$175,000) shall, except as otherwise provided in this article, be let to contract by formal bidding procedure.



Bidding Thresholds:

Butte County Board of Supervisors has not approved the solicitation limits increased by the State as of July 1, 2011. The limits approved by Butte County Board of Supervisors are from Assembly Bill 1047 Statutes of 2007.

Butte County approved dollar amount limitations are:

- Public projects of \$30,000 or less may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order.
- Informal solicitation \$125,000 or less –Request for Quotations (RFQ)
- Formal solicitation for projects \$125,000 or more –Invitation for Bids (IFB)



Request for Quotations (RFQ):

SUBMISSION OF QUOTATIONS: Each quote shall be submitted on the RFQ form provided by Butte County. Quotations may be in a sealed envelope with the solicitation number, closing date and time of quotation opening clearly indicated on the outside of the envelope. Quotes may also be submitted by facsimile, overnight courier, hand carried or electronic mail (followed by an original signed quotation form).

Quotations and modifications or corrections thereto received after the closing time specified in the RFQ may be considered. Promptness is essential in the quotation process. Although late quotations may be considered, once the Contract has been awarded it is not possible to consider late quotes.

Recipients of this RFQ that do not submit quotes must return the RFQ form and state thereon the reason for not submitting a quote. Failure to respond in this manner may result in removal of the contractor's name from the list of contactors solicited for future requirements.

7. **CASH DISCOUNTS:** Butte County will not consider cash discounts that provide fewer than 15 days to take the discount. Example Payment terms of 2% 10, Net 30 will not be considered in price evaluations or in the payment of invoices. Example Payment terms of 2% 15, Net 30, however, will result in a two percent reduction in the quoted price during price evaluation, and Butte County will take the two percent discount if the invoice is paid within the allowed 15 day time period that the discount is offered.

8. **AWARD:** The County of Butte reserves the right to accept quotations on individual items included in the RFQ, on a group or groups of items, or on the basis of all items included in the RFQ, to waive any informality in the quotes; and/or to accept the quote that appears from all consideration to be in the best interest of the County of Butte.

In determining and evaluating the best quotation, the prices will not necessarily be controlling, but quality, equality, efficiency, utility, suitability of the equipment offered and the reputation of the company or the equipment in general may also be considered along with any other relevant factors. Any Contract awarded as a result of this RFQ shall be subject to the Small Projects Terms & Conditions included in the RFQ.

9. **NEGOTIATION:** The County of Butte reserves the right to enter into negotiations with companies that submit quotes in response to this RFQ, or to award a Contract to the company with the most favorable quotation without conducting negotiations. Therefore, the most favorable quote should be included in the original quotation in response to this RFQ.

10. **PUBLIC OPENING:** The opening of quotations in response to this RFQ is not subject to attendance by companies submitting quotations or the general public. This restriction is necessitated by the fact that the quotations are subject to negotiations, and it would be unfair for competing companies to know the prices quoted by one another. Quoted prices shall not be made public until the purchase order has been awarded.

11. **DISCLOSURE OF INFORMATION:** All information and materials submitted to the County in response to this RFQ may be reproduced by the County for the purpose of providing copies to authorized County personnel involved in the evaluation of the proposals, but shall be exempt from public inspection under the California Public Records Act until such time as a Contract is executed. Once a Contract is executed, the California Public Records Act limits the County's ability to withhold data relating to proprietary information or trade secrets, as defined by statute. If a Contractor's proposal contains any such proprietary information or trade secrets that the Contractor does not want disclosed to the public, subsequent to the execution of the Contract, each sheet of such information SHALL be marked by the Contractor as "proprietary information" or "trade secret." If, after the Contract is executed, a third party requests a copy of any Contractor's proposal and such documents contain material marked "proprietary information" or "trade secret," the County shall withhold that information if it meets the statutory definition of proprietary information or trade secret and the Contractor agrees to defend, indemnify, and hold harmless the County in any subsequent legal action based on its withholding.

SMALL PROJECTS CONTRACT (Not Valid Over \$125,000)

This Contract, dated as indicated in the following variable information table is between the County of Butte, a political subdivision of the State of California, hereinafter referred to as "County", and the Contractor indicated in the variable information table below, hereinafter referred to as "Contractor."

VARIABLE INFORMATION TABLE				
Term of this Contract (Complete Dates in Just One of the Following Three Rows)				
√ Below	Term Begins		Term Completion Date	
	On Following Date		On Following Date	
	Upon Date of Notice to Proceed Received		Calendar Days Following Receipt of Notice to Proceed	
	Upon Last Date Executed by County		Calendar Days Following Execution of Contract by County	
County Department		Administrative	FOB Point	Delivered
Terms				
Basis of Price (Do Not More Than One of the Following Four Blocks)				
Price		Fixed Price	Annual Price	Monthly Price
				Hourly Rate
Not-to-Exceed Price		√ If Reasonable Expenses are authorized in addition to Hourly Rates		
Project Number		Project Name		
Contractor Contact Information			County Contact Information	
Contractor			Project Manager	
Address			Address	
City, State & ZIP			City, State & ZIP	
Telephone			Telephone	
Facsimile			Facsimile	

WHEREAS County, through the department indicated above in the variable information table, desires to have work described in the Attachment II - Scope of Work performed; and

WHEREAS Contractor possesses the necessary qualifications to perform the work described herein.

NOW THEREFORE BE IT AGREED between the parties to this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein, precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:

- Attachment III – Small Projects Terms and Conditions
- Attachment I – Insurance Requirements for County Contracts
- Attachment II – Scope of Work

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment III – "Small Projects Terms and Conditions" and/or the Attachment I – "Standard Insurance Requirements."

Typed or Printed Name _____ Signature _____ Date _____

This Contract and the above listed Attachments represent the entire undertaking between the parties.

COUNTY

CONTRACTOR

Nancy Weston
Contracts Manager

REVIEWED FOR FISCAL CONTROL,
SUBJECT TO BUDGETARY APPROPRIATION
Butte County Contracts Division, GSD

REVIEWED AS TO FORM
BRUCE S. ALPERT
Butte County Counsel

By _____

By _____

Request for Quotations (RFQ):

ATTACHMENT I

STANDARD INSURANCE REQUIREMENTS

Before the commencement of work, Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage and minimal amounts specified:

A. MINIMUM SCOPE OF INSURANCE.

- 1.) Commercial General Liability coverage (Insurance Services Office (ISO) "occurrence" form CG 0001 1185.)
- 2.) Automobile Liability Insurance – standard coverage offered by insurance carriers licensed to sell auto liability insurance in California. Construction contracts only - Insurance Services Office's Business Auto Coverage form number CA 0001 0187 covering "any auto" and endorsement CA 0029 1288 Changes in Business Auto and Truckers Coverage forms - Insured Contract.
- 3.) Workers' Compensation Insurance as required by the Labor code and Employers Liability insurance
- 4.) Professional Liability Insurance - when the contract involves professional services such as engineering architectural, legal, accounting, instructing, and consulting, professional liability insurance is required.

B. MINIMUM LIMITS OF INSURANCE.

- 1.) **General Liability.** At least \$1,000,000 combined single limit **per occurrence** coverage for bodily injury, personal injury and property damage, plus an annual aggregate of at least \$2,000,000. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be **twice** the required per occurrence limit. The contractor or contractor's insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.
- 2.) **Automobile Liability.** At least \$100,000 to cover bodily injury for one person and \$300,000 for two or more persons, and \$50,000 to cover property damages. However, policy limits for construction projects shall be at least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the contractor to fulfill the requirements of this contract, and coverage shall be provided for "Any Auto", Code 1 as listed on the Accord form Certificate of Insurance.
- 3.) **Workers' Compensation and Employer's Liability.** Workers' Compensation insurance up to policy limits and Employer Liability insurance each with policy limits of at least \$1,000,000 for bodily injury or disease.
- 4.) **Professional Liability Insurance. (Delete if not contracting for professional services)** Professional liability insurance covering professional services shall be provided in an amount of at least \$1,000,000 per occurrence or \$1,000,000 or on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS.

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the County, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

Attachment II Scope of Work

The Contractor shall furnish all labor, materials, transportation, supervision and management and pay all taxes required to complete the project described below:

Request for Quotations (RFQ):

ATTACHMENT III SMALL PROJECTS TERMS & CONDITIONS

1. jj. Quotes and any resultant contract shall incorporate the prevailing hourly rate of per diem wages for this locality and project as determined by the Director of Industrial Relations pursuant to Labor Code 1770 et seq. seq., a copy of which is available through Butte County Purchasing Services in accordance with the provisions of Labor Code 1773.2, or may be accessed on the Internet at http://www.dir.ca.gov/DIR/S&R/statistics_research.html, and is hereby made a part of this contract by reference as though fully set forth herein. If the project requires the employment of work in any apprenticeable craft or trade, once awarded, the Contractor or Subcontractors must apply to the joint apprenticeship council unless already covered by local apprentice standards (Labor Code 1777.5).
- kk. If the total project price is \$25,000 or more, the Contractors shall include a bid bond in the amount of ten percent (10%) of the quoted price. As an alternative to including a bid bond, quoters may include a cashier's check payable to the County of Butte in the amount of ten per cent (10%) of the quoted price. Failure of the selected Contractor to agree to perform the work described in the resultant Contract shall result in the Contractor's forfeiture of the ten percent represented by the payment bond or check.
- If the total project price is \$25,000 or more, the successful Contractor shall be required to duly enter into and execute and deliver to the County a one hundred percent (100%) Labor & materials (Payment Bond) and a one hundred percent (100%) Performance Bond, as required by law, prior to beginning work on the project.
- The forms of the bonds that the Contractor will be required to furnish are on the following pages and should be carefully examined by the Contractor. Attach Certificate or Notarization for both principal and surety, on all counterparts. The surety shall be duly licensed in California for an amount equal to or greater than the total project price. A list of sureties indicating states where licensed and bonding limits is available on the Internet at www.fms.treas.gov/c570/c570.html.
- ii. The Contractor shall be responsible for compliance with California Government Code Section 4216 that requires notification of Digalert (1-800-227-2600) prior to digging in the soil in connection with any County project. Failure to comply with this Government Code shall be the sole responsibility of the Contractor.
14. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment III SMALL PROJECTS TERMS AND CONDITIONS shall prevail.
15. **NO DELEGATION OR ASSIGNMENT.** Provider shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of County and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to Provider. County will not be obligated to make payment under the Agreement until such time that the amendment is entered into.

BID BOND

To Accompany Quotation
(Not necessary if cash or certified check is with Quotation)

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____, as principal and _____ as surety, are held and firmly bound unto:

Board of Supervisors
County of Butte
25 County Center Drive
Oroville, California 95965

in the sum of [(10%) of quoted amount] _____ Dollars (\$ _____) to be paid to said County for which sum, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH: That if the certain quotation, hereunto annexed, to:

RFQ Number _____
Project Title _____
Oroville, CA

and is accepted by the County and if the above bounden principal, heirs, executors, administrators, successors and assigns shall duly enter into and execute and deliver the Labor and Material Bond and the Performance Bond required by law and indicating the Contractor's acceptance of the provisions of the Contract, within ten calendar days from the date of the mailing of the Contract indicating acceptance of the quotation from the County to the above bounden principal, according to the address given in said quotation, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

IN WITNESS WHEREOF, We have hereunto set out hands and seals this _____ day of _____, 2012.

_____(Seal)

_____(Seal)

_____(Seal)

_____(Seal)

ATTACH CERTIFICATE
OF NOTARIZATION

Request for Quotations (RFQ):

LABOR & MATERIALS BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we

hereinafter called "Contractor," and _____

as "Surety," are held and firmly bound unto the

Board of Supervisors
County of Butte
25 County Center Drive
Oroville, California 95965

Hereinafter called the "County," in the amount of (100 percent of the Contract amount) _____ Dollars (\$ _____), for the payment whereof said Contractor and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that whereas the above bounded Contractor has entered into a Contract, dated _____, 2012, with the County to do and perform the following Work, to wit:

RFQ Number ____-____
Project Title
Oroville, CA

NOW THEREFORE, if the above-bounded Contractor or its Subcontractors fail to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld and paid over to the Internal Revenue Service or the Franchise Tax Board from the wages of employees of the Contractor or its Subcontractors, pursuant to Section 18662 of the Revenue and Taxation Code or any other relevant taxation code, with respect to such work and labor, Surety will pay for the same, in an amount not exceeding the amount specified in this bond, and also, in case suit is brought upon this bond, and reasonable attorney's fee, to be fixed by the court.

That it is agreed that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any way, affect the obligations of the Surety on this bond, and the Surety waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

This bond shall inure to the benefit of any and all persons, companies or corporations entitled to file claims under Section 3181 of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Signed, sealed and dated this _____ day of _____, 2012.

CONTRACTOR:

SURETY:

By: _____

By: _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, THAT _____

hereinafter called "Contractor", and _____

as Surety, hereinafter called "Surety", are held and firmly bound unto

Board of Supervisors
County of Butte
25 County Center Drive
Oroville, California 95965

hereinafter called "County", in the amount of (100% of Contract amount) _____ Dollars (\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, Contractor was awarded a Contract dated _____, for:

RFQ Number ____-____
Project title
Oroville, CA

In accordance with the Specifications attached to the above named RFQ, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Contractor shall be, and declared by County to be, in default under the Contract, the County having performed County's obligations thereunder, the Surety may promptly remedy the default, take over and assume completion of said Contract and become entitled to the payment of the balance of the Contract price.

That it is agreed that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder, or the Specifications accompanying the same shall in any way, affect the obligations of Surety on this bond, and the Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

Any suit under this bond must be initiated before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the County therein or the heirs, executors, administrators or successors of the County.

IN WITNESS WHEREOF, five (5) identical counterparts of this instrument, each of which for all purposes shall be deemed an original thereof, have been duly executed by the Principal and Surety named above on the ____ day of _____, 2012.

ATTEST:

Invitation for Bids (IFB):

INDEX OF BID DOCUMENTS

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Butte County

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NOTICE TO CONTRACTORS

Bid No. ___-___
Butte County
City, California, 959--

NOTICE IS HEREBY given that sealed bids will be received by the Board of Supervisors of the County of Butte in the office of the County Purchasing Agent, 2081 2nd Street, Oroville, California 95965-3413 up to 3:00 p.m. on Tuesday, April 17, 2012 for the furnishing of all labor, material, equipment, transportation, services and expertise required and/or necessary for Chico Library Carpet Replacement Project, Chico, California. **A Site Meeting is scheduled for ___date___, 201- at --:00 -M. Please plan to attend the site meeting as this will be the only time available to view the jobsite. Meet at Butte County _____, address _____, City, CA 959__.** Bid documents may be picked up at the Butte County Purchasing Dept. or requested by calling (530) 538-7261. Each bid shall be submitted in accordance with the DETAILED SPECIFICATIONS and other Contract Documents as required in the body of this bid document.

PROJECT OVERVIEW

This project consists of _____
Engineers Estimate-\$ _____,000.00.

WAGE RATES

Bids shall incorporate the prevailing hourly rate of per diem wages for this locality and project as determined by the Director of Industrial Relations pursuant to Labor Code 1770 et. seq., a copy of which is available through Butte County Purchasing Services in accordance with the provisions of Labor Code 1773.2, or may be accessed on the Internet at <http://www.dir.ca.gov/>, and is hereby made a part of this notice by reference as though fully set forth herein. When you get to this website, select "Prevailing Wage Determinations" under the category: Statistics & Research.

If the project requires the employment of works in any apprenticeable craft or trade, once awarded, the Contractor or Subcontractors must apply to the joint apprenticeship council unless already covered by local apprentice standards (Labor Code 1777.5).

BIDDER QUALIFICATIONS

Bidder must be currently licensed in the State of California for the Work to be performed and have completed at least two or more projects of similar size, scope, cost and complexity within the last five years. Bidder shall submit, simultaneously, with bid, a qualification statement addressing these qualifications together with Contractors' technical ability, expertise and financial responsibility required to complete the Work.

CONTRACT FORMS

Each bid shall be made out on the Bid Form contained in the specifications. A cashier's check or Bid Bond in the amount of ten percent (10%) of the amount of the bid price shall be submitted with the bid as evidence of good faith that the Bidder, if successful, will enter into a Contract satisfactory to the County. The successful bidder, in addition thereto, will furnish Surety Bonds in the amount of one hundred percent (100%) of the bid covering labor and materials, and one hundred percent (100%) of the bid covering faithful performance.

AWARD/REJECTION

The Board of Supervisors of the County of Butte reserves the right to reject any or all bids or alternate bids deemed not advantageous to the County of Butte, and to waive any informality in any bid received. The award, if made, will be executed within forty-five (45) calendar days after opening of bids.

Invitation for Bids (IFB):

NOTICE TO CONTRACTORS

SUBSTITUTION OF SECURITIES FOR MONEYS WITHHELD

The Contractor, at its request and expense, may elect to receive one hundred percent (100%) of payments due under the Contract, without retention of any portion of the payment by the County, by depositing securities of equivalent value with a state or federally chartered bank in California as the escrow agent who shall then pay those moneys to the contractor, in accordance with the provisions of Section 22300 of the Public Contract Code.

DATED THIS ___TH DAY OF _____, 201-

COUNTY OF BUTTE, STATE OF CALIFORNIA

By Janet Woods
Purchasing Services Manager

INSTRUCTIONS TO BIDDERS

1. QUALIFICATION OF BIDDERS

- A. The Bidder shall be required to furnish evidence satisfactory to the County that it has sufficient means and has had sufficient experience in the class of work called for to enable the Bidder to complete the Contract in a satisfactory manner.
- B. A corporation that is awarded the Contract will be required to furnish a certificate of its corporate existence and evidence that the officer signing the Contract is duly authorized to do so.

2. BIDS

Bids, to be entitled to consideration, must be made in accordance with the following instructions:

- A. Bids must be submitted on the Bid Form provided by Butte County, which must be properly and fully completed. The signature of all persons signing shall be in ink and in longhand. The completed Bid Form shall be without interlineation, alterations or erasures.
- B. Bids shall not contain any recapitulation of the Work to be done. No oral, telegraphic or telephonic bids or modifications will be considered.
- C. Bids shall be delivered to the person, at the address stated, on or before the day and hour set for the opening of bids, which bids shall be enclosed in a sealed envelope accompanied with a list of subcontractors, and bearing the title of the Work and name of bidder. It is solely the responsibility of the bidder to see that its bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids shall be returned to bidder unopened.
- D. Before submitting a bid, bidders shall carefully read the specifications and the forms of the other Contract documents, shall visit the site of the Work, shall fully inform themselves as to all existing conditions and limitations, and shall include in the bid price a sum to cover the cost of all items included in the Contract.
- E. Each bid shall be signed by an authorized representative of the bidder and include the legal name of the bidder and a statement of non-collusion signed by the bidder.
- F. Bidders shall not change the bid form nor make additional stipulations on the bid form which are not consistent with the provisions of the specifications.

3. ALTERNATE BIDS

- A. The materials, products and equipment described in the bidding documents establish a standard of required function, dimension, appearance and quality to be met. An equal product must meet minimum specifications and the burden of proof of merit of proposed alternate or substitute is on the bidder.
- B. Non-solicited alternates may be considered for award if submitted by the bidder who would otherwise be the low bidder.
- C. Solicited alternates may be awarded based on the sole judgment of the County.

Invitation for Bids (IFB):

INSTRUCTIONS TO BIDDERS

4. WITHDRAWAL OF BID

Any bidder may withdraw its bid, either personally, or by telegraphic or written request, at any time prior to the acceptance of the bid by the County.

5. CONTRACT AND BONDS

The form of Contract which the successful bidder, as Contractor, will be required to execute and the forms of bonds which the Contractor will be required to furnish, are included in the Contract documents and should be carefully examined by the bidder. The surety shall be duly licensed to issue bonds in California for an amount equal to or greater than the amount of the bid. A list of sureties indicating states where licensed and binding limits is available on the Internet at www.fms.treas.gov/e570/e570.html.

6. INTERPRETATION OF DRAWINGS AND DOCUMENTS

A. Bidders shall review the drawings and documents to determine whether there are any discrepancies in or omissions from the drawings and/or documents, inconsistencies at the site or local conditions, or should there be in doubt as to the accuracy of the specifications. Should a Bidder find discrepancies in or omissions from the drawings and/or documents, inconsistencies at the site or local conditions, or should it be in doubt as to the specifications, the Bidder should at once notify in writing Butte County Purchasing Services. Upon receipt of such notification, Purchasing Services will send a written instruction to all bidders. Notification may be sent via postal service, email or facsimile. The County will not be responsible for oral instructions.

B. As stated in Public Contracting Code Section 1104, "No local public entity, charter city, or charter county shall require a bidder to assume responsibility for the completeness and accuracy of architectural or engineering plans and specifications on public works projects, except on clearly designated design build projects. **Nothing in this section shall be construed to prohibit a local public entity, charter city, or charter county from requiring a bidder to review architectural or engineering plans and specifications prior to submission of a bid, and report any errors and omissions noted by the contractor to the architect or owner.** The review by the contractor shall be confined to the contractor's capacity as a contractor, and not as a licensed design professional."

C. Bidders and sub-bidders requiring clarification or interpretation of the bidding documents shall contact Purchasing Services in writing at least five (5) working days prior to the date for receipt of bids.

7. ADDENDA

A. Addenda will be mailed or delivered to all bidders that are known by Purchasing Services to have received a complete set of bidding documents.

B. Copies of addenda will be made available for inspection wherever bidding documents are on file for that purpose.

C. No addenda will be issued later than four (4) calendar days prior to the date for receipt of bids except an addendum withdrawing the request for bids or one which includes postponement of the date for receipt of bids.

D. Each bidder shall be responsible for ascertaining prior to submitting a bid that it has received

all addenda issued.

INSTRUCTIONS TO BIDDERS

E. Bidders shall acknowledge receipt of addenda in order to receive award consideration unless otherwise indicated in the bid document.

F. Any addenda issued during the time of bidding, or forming a part of the documents, loaned to the Bidder for the preparation of its bid, shall be covered in the bid and shall be made a part of the Contract.

8. AWARD OR REJECTION OF BIDS

The County reserves the right to reject any or all bids and to waive any informality in bids received. The award, if made, will be made within forty-five (45) days after the opening of the bids.

9. LEGAL ADDRESS OF BIDDERS

Bidders shall furnish Butte County their legal business address. Communications directed to the address given and deposited in the Post Office shall constitute a legal service thereof upon the Bidder.

10. BONDS

Bonds shall be secured from a surety company satisfactory to the County, as follows:

A. PAYMENT BOND: Contractor agrees to furnish a Payment Bond with sufficient sureties for the protection of persons furnishing material or labor in connection with the performance of the Work. The penal sum of said Bond shall be in the amount of One Hundred Percent (100%) of the Contract price.

B. FAITHFUL PERFORMANCE BOND: Contractor agrees to furnish a Faithful Performance Bond with good and sufficient sureties. The penal sum of said Bond shall be in the amount of One Hundred Percent (100%) of the Contract price.

11. PERMITS

The Contractor shall obtain all permits necessary for the completion of the Work. Building permit fees shall be waived for all building permits issued by the County. Costs for any other permits are the responsibility of the Contractor and shall be included within their bid.

12. EXISTING PLANS

Plans of the existing building are on file in the Buildings and Grounds Office; they can be examined by the Contractor and used as an aid in preparing its bid.

13. RECYCLED-CONTENT PRODUCTS

The County encourages bidders to provide bids for recycled-content products. Bidders shall include a description of their use of recycled materials in the manufacture of products included in their bid. This provision regarding the purchase of recycled-content products shall not be construed as requiring the purchase of products that do not perform adequately or are not available at a reasonable price.

Invitation for Bids (IFB):

BID FORM

Bids will be received until 3:00 p.m. on ___th day, _____, 2012 at Purchasing Services, Butte County, 2061 2nd Street, Oroville, California 95965-3413.

Ladies and Gentlemen:

The undersigned, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that the Bidder has carefully examined the location of the proposed Work and the plans and specifications for

IFB-NO. _____
PROJECT TITLE _____
CITY, CA _____

and it proposes and agrees if this bid is accepted that the Bidder will contract with the County of Butte in the form of the Contract, to provide all necessary labor, materials, equipment, tools, apparatus and other means of performance, and to do all the Work and furnish all the materials specified in the Contract in the manner and time therein prescribed, and according to the requirements of the specifications therein set forth as follows:

COST: \$ _____

If this bid shall be accepted and the undersigned shall fail to contract as aforesaid and fail to give bonds in the amount of 100% Labor and Materials, and 100% Performance, with surety satisfactory to the Board of Supervisors of said County, within ten days, (not including Sunday) from the date of the mailing or a notice to the Bidder at the address herein given, that the Contract is ready for signature, the Board of Supervisors may, at its option, determine that the Bidder has abandoned the Contract and thereupon this bid and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this bid shall operate as and the same shall be the property of the County of Butte.

The BIDDER AGREES, if awarded the Contract, to complete the Work and the whole thereof, within _____ (-) CALENDAR DAYS

THE UNDERSIGNED BIDDER hereby certifies that it has a State Contractor's License for the current year, the number of which appears on the following page.

LIST OF SUBCONTRACTORS

Listed are various portions of Work and the names and business location of subcontractors proposed to perform the Work or render service in or about the Work in excess of one percent of the Bid. Work for which a Subcontractor is not listed is presumed to be performed by the Bidder. There shall be no substitution of subcontractors, nor shall Bidder assign, sublet or transfer any subcontract Work without the consent of the County and the Architect. The list of Subcontractors is on the attached separate sheet.

BID FORM

ACKNOWLEDGEMENT OF ADDENDA

ADDENDUM NO.	ADDENDUM DATED	ADDENDUM RECEIVED	REC'D BY
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The proposed Surety Company on the Bonds to be given is as follows:

Surety Company Name _____

Address of Home Office _____

California Address _____

SIGNATURE OF BIDDER: _____

Bidder Company Name _____

Business Address _____

Business Address _____

Dated _____

State Contractor's License No. _____

BIDDER QUALIFICATIONS

Bidder must be currently licensed in the State of California for the Work to be performed and have completed at least two or more projects of similar size, scope, cost and complexity within the last five years. Bidder shall submit, simultaneously, with bid, a qualification statement addressing these qualifications together with Contractors' technical ability, expertise and financial responsibility required to complete the Work.

- Completion of a minimum of 2 projects similar in size, scope, cost and complexity within the last five (5) years
- Technical Ability
- Expertise
- Financial Responsibility

Invitation for Bids (IFB):

CONTRACT

THIS CONTRACT, entered into this ___th day of _____, 201- by and between the County of Butte, a political subdivision of the State of California, by the Board of Supervisors thereof, hereinafter called the "County", and _____ hereinafter called the "Contractor".

WITNESSETH:

In consideration of the mutual promises herein contained, both parties, in relation to a certain public improvement (hereinafter called the "Work") designated and described in certain specifications, prepared by Butte County _____, and approved by said Board of Supervisors on the ___th day of _____, 201- and entitled

IFB No. ___-
PROJECT TITLE _____
Butte County

on behalf of themselves, their heirs, executors, administrators, successors and assigns, do hereby covenant and agree as follows:

ARTICLE 1. The Contractor agrees at its own cost and expense to do all the Work as herein described and under the conditions expressed in any material and labor or faithful performance bond executed thereof, and to furnish all materials necessary to complete such Work in a good and substantial manner to the satisfaction of the County.

ARTICLE 2. The Contractor agrees, as full compensation for doing all the said Work and for furnishing all materials and all necessary tools, machinery, implements, apparatus and other means of performance and completion of said Work, and also as compensation for all loss or damage arising out of the nature of the Work, and from action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the progress of said Work and before acceptance thereof as compensation for all expenses incurred by or in consequence of the suspension or discontinuance of the Work, to receive and accept, and the County agrees to pay therefor, the following compensation, to wit: _____ (\$ _____).

ARTICLE 3. The specifications, drawings, addenda, notice to contractors, insurance requirements, guarantee, certificates of insurance, advertisements for bids, bid, instructions to bidders, general conditions, supplementary general conditions, general requirements, notice to proceed, certificate of counsel, bid bond, performance bond, labor and material bond are all to be considered a part herein and made a part hereof, and should there be any conflict between the terms of this instrument and any of said documents, including the bid of the Contractor, this instrument shall control, and nothing herein shall be considered as an acceptance of any terms contained in said bid conflicting herewith. Insurance shall be maintained in compliance with insurance requirements for a period of one year after final acceptance by the County.

CONTRACT

ARTICLE 4. The General Services Director, through the County's Facilities Services, shall have complete charge of the general supervision and direction of the entire operation. It shall have the right to accept or reject any materials or workmanship to determine when the Contractor has complied with the conditions of the Contract.

ARTICLE 5. The County does employ the Contractor to provide the materials and to do said Work for the compensation aforesaid, and agrees to pay the Contractor in the following manner:

The General Services Administration, once in each month during the progress of the Work and immediately after the completion of the Contract, shall make an estimate in writing of the value of all Work done to the date of said estimate, basing said estimate on the total cost as noted above. The County shall retain ten percent (10%) of said estimated value, and from the balance shall be deducted the amount of all previous payments to the Contractor, and any other amount which the County may be lawfully entitled to retain, and thereupon the amount remaining after said deductions, will be paid to the Contractor upon the warrant of the County Auditor, in the manner provided by law for the allowance of claims against the County. The said progress estimates shall not be conclusive upon the County that the Work covered thereby has been done according to the Contract, but the final acceptance of said Work shall be by the County. After the expiration of thirty-five (35) days after the final acceptance of said Work, the Contractor shall be paid the balance due under the Contract, after deducting any amounts which the County may be lawfully entitled to retain which have not previously been deducted. Recording of "Notice of Completion" by the Board of Supervisors shall constitute final acceptance of this Work.

ARTICLE 6. The Contractor shall perform and execute all the Work described in the said Contract documents in accordance with and subject to all of the requirements, covenants, stipulations and restrictions herein contained as follows:

- A. Time of final completion. All Contract Work, including cleanup, shall be completed within _____ () Calendar days after receipt of Notice to Proceed.
- B. Liquidated damages. It is agreed by the parties to the Contract that in case all the Work called for under the Contract in all parts and requirements is not finished or completed within the number of working days as set forth in these special provisions, damage will be sustained by the County of Butte, and that it is and will be difficult and impossible to ascertain and determine that actual damage which the County will sustain in the event of and by reason of such delay, and it is therefore agreed that Contractor shall pay to the County the sum of one hundred dollars (\$100) per day for each and every working day's delay in finishing the Work in excess of the number of working days prescribed; and the Contractor agrees to pay said liquidated damages as herein provided, and in case the same is not paid, agrees that County may deduct the amount thereof from any money due or that may become due Contractor under this Contract or any other Contract between the County and the Contractor.

The Contractor shall not be assessed with liquidated damages or the cost of engineering and inspection during any delay in the completion of the Work caused by acts of God or of the public enemy, acts of the County, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather due to such causes, provided that the Contractor shall, within ten (10) days from the beginning of any such delay, notify General Services Administration in writing of the cause of delay, who shall ascertain the facts and the extent of delay, and the County's findings of the facts thereon shall be final and conclusive.

Invitation for Bids (IFB):

CONTRACT

Neither the Contract nor any moneys due or to become due under the Contract, may be assigned by the Contractor without the prior consent and approval of the Board of Supervisors, nor in any event without the consent of the Contractor's surety or sureties, unless such surety or sureties have waived their right to notice or assignment.

ARTICLE 7. The Contractor agrees to indemnify and hold the County harmless for any claim or liability arising under this Contract due to any act or omission of the Contractor.

IN WITNESS WHEREOF, the parties to this instrument have executed it the year and date first herein written.

CONTRACTOR

COUNTY OF BUTTE

Steve Lambert
Chair of the Board

REVIEWED AS TO FORM
Bruce S. Alpert
Butte County Counsel

REVIEWED AS TO FISCAL CONTROL
Subject to Budgetary Appropriation
Butte County Contracts Division, GSD

By _____

By _____

Notice to Proceed (NTP):

NOTICE TO PROCEED Issued by Butte County General Services

Date _____

PROJECT Contract No. X
Name of Project _____

COUNTY Butte County General Services
2081 2nd Street
Oroville, CA 95965-3413

CONTRACTOR _____

AMOUNT OF CONTRACT: _____ Dollars, (\$____).

You are hereby notified to commence Work on the referenced Contract on _____, 201_ and are to fully complete the Work within _____ (____) consecutive calendar days.

Your Contract completion date is therefore: _____, 201_. The Contract provides for assessment of the sum of one hundred dollars (\$100) as liquidated damages for each consecutive calendar day after the above-established Contract completion date that the Work remains incomplete.

Grant Hunsicker,
Director - General Services

Signed: _____

Acknowledgement of Receipt

This Notice to Proceed is not valid until signed and dated below and returned to General Services, 2081 2nd Street, Oroville, CA 95965-3413 or faxed to (530) 538-6760.

Contractor

Date Received

*Return original signed Notice to Proceed to General Services, 2081 2nd Street, Oroville, CA 95965-3413





ARCHITECTS, ENGINEERS & CONSULTANTS

- Why Does Butte County General Services Contract with Private Consulting Firms?
- What Types of Contracts are Typically Written?
- What is the Typical Contact Dollar Amount?
- RFQ/RFP/BPA – What Does it all Mean?
- How Can My Firm/Company Get Started?



Why Does Butte County General Services Contract with Private Consulting Firms?

- Number of Projects
- Size of Projects
- Need for Specialized Equipment, Training and Expertise
- Contracting with the Private Sector Can Improve Project Delivery; i.e. Faster Delivery at a Reduced Cost



What Types of Contracts are Typically Written?

- Architectural Design: Remodel and Infill Projects
- Architectural Design: New Construction
- ADA/Accessibility Improvements
- Topographic and Boundary Surveying
- Civil Engineering: Roadway Design, Drainage, On-site Sanitation System, etc...
- Specialty Fields Such as Payroll Compliance, Materials Testing, Geotechnical, etc...



What is the Typical Contract Dollar Amount?

- Less than \$2,500.00 (Minor Contracts):
Usually for Minor Topographic Survey, ADA/Accessibility Design or Relatively Simple Small Projects
- Up to \$25,000.00: Contracts Can be Awarded to the Best Qualified Firm, without Board of Supervisor Approval
- Over \$25,000.00: Contracts Must be Approved by the Board of Supervisors
- The Largest Contract in 2012 was in Excess of \$500,000.00



RFQ/RFP/BPA – What Does it all Mean?

- RFQ:** Request for Qualifications
- RFP:** Request for Proposals
- BPA:** Blanket Purchase Agreement



How Can My Firm/Company Get Started?

- Review and Discuss the Insurance Requirements with Your Insurance Broker
- Review the County's Typical Contract Language with Your Legal Counsel or Contracts Advisor
- Send us Your Statement of Qualifications, Detailing Your Capabilities, any Specialized Training and Equipment and Your Current Rate Sheet





INVOICING & RETENTION

- How do I get Paid?
- Help Us Pay You!
 - Company W9
 - Fully Executed Contract
 - Variable Information Table
 - Scope of Work (SOW):
 - Compensation
 - Retention
 - Invoice the County
 - Check Issued and Mailed



Company W-9:

- Check 'To Address' on W9
- If Different, Notify General Services
- Keep W9 Current



Fully Executed Contract:

- Be Patient with County Contract Process
- County Issues Notice to Proceed (NTP)
- Signed NTP Establishes Start Date
- Signed Contract Establishes Term End/Termination Date
- Work Shall be Performed Between Established Start and End Date(s)



Variable Information Table:

VARIABLE INFORMATION TABLE					
Term of this Contract (Complete Dates in Just One of the Following Three Rows)					
√ Below	Term Begins			Term Completion Date	
	On Following Date			On Following Date	
x	Upon Date of Notice to Proceed Received		90	Calendar Days Following Receipt of Notice to Proceed	
	Upon Last Date Executed by County			Calendar Days Following Execution of Contract by County	
County Department		General Services		FOB Point	Destination
Terms		Basis of Price (Do Not √ More Than One of the Following Four Blocks)			
Price	\$600.00	Fixed Price	Annual Price	Monthly Price	x Hourly Rate
Not-to-Exceed Price	\$600,000.00	x	√ If Reasonable Expenses are authorized in addition to Hourly Rates		
Project Number	007	Project Name	007 James Bond Surveillance Building		
Contractor Contact Information			County Contact Information		
Contractor	Just the Best Construction, Inc.		Project Manager	Captain Project	
Address	111 Some Street		Address	2081 2 nd Street	
City, State & ZIP	Oroville, Ca. 95965		City, State & ZIP	Oroville, Ca. 95965	
Telephone	530-538-2222		Telephone	530-538-4444	
Facsimile	530-538-3333		Facsimile	530-538-5555	



SOW - Compensation:

1. Compensation for Project 007 titled 007 James Bond Surveillance Building shall be based upon price and expenses delineated below:

Design Phase

Project Task No. & Description	Max Billable Hours	Task Price @ \$600/Hr
3 a) Schematic design and equipment layout of new cabinets for CCTV, Intercom, PLC and additional sub-systems	30	\$18,000.00
3 b) Schematic design of central control room and coordination of console millwork	40	\$24,000.00
Total Design Phase -	70 hrs	\$42,000.00

Acceptance Phase

Project Task No. & Description	Max Billable Hours	Task Price @ \$600/Hr
3 m) Review and assist with on-site final test/demonstration/punch listing/close-out	40	\$24,000.00
Total Acceptance Phase -	40 hrs	\$24,000.00

Contractor Compensation for Design and Acceptance Phase:
(Not to Exceed Amount) \$66,000.00



SOW - Retention:

- Rate is Determined by the State of California;
Currently Set at 5%
- California Public Contract Code Section 7201
- Rate May Be Applied:
 - Per Line Item
 - Per Task
 - Or to a Subtotal



Invoicing the County:

- ❑ Definitions:
 - Invoice: Request for Payment
 - Statement: Status of account or 'snapshot' of account at a point in time



Invoicing the County:

- Word 'Invoice' Should be Present on Document
- Include Invoice Date and Number
- Include Remittance Address
- Include Company Contact Information
- Include Project Number and Project Name
- Include Contract Number
- Mail to County Project Manager



Example:

Just the Best Construction, Inc.

Invoice #13-0203

Invoice Date 2-3-2013

Captain Project
General Services
2081 2nd Street
Oroville, Ca. 95965

Project number 007
Project 007 James Bond Surveillance Building
Contract # X00700

Remit to:
Just the Best Construction, Inc.
2510 Outback Road
Oroville, CA. 95966
530-538-1111



Invoicing the County:

- Does the Remittance Address on the W9 Match the Remittance Address on the Invoice?
- Is the Correct Company Contact Information Included on the Invoice?
- Has the Invoice Been Addressed to the Appropriate County Project Manager?
- Are the Project Number and Contract Number Included on the Invoice?
- Is the Invoice Numbered and Dated?

ASK THE FOLLOWING:



Invoicing the County:

- WHAT:
 - What is the Request for?
 - What was the Work Done?
- QUANTITY: How Many Hours, Items?
- PRICE: How Much Per Hour, Item, Task?
- Include Subtotal(s)
- Withhold Retention
- Include Total Amount Due

ORGANIZE BY 'W.Q.P.'



Example:

Project Task	Description	Quantity	Price	Total
Project 007 Task 3 a	Schematic design and equipment layout of new cabinets for CCTV...	25 hrs	\$600/hr	\$15,000.00
Project 007 Task 3 b	Schematic design of central control room	20 hrs	\$600/hr	\$12,000.00
Subtotal				\$27,000.00
Less Retention			5%	(1,350.00)
Amount Due				\$25,650.00



Invoicing the County:

- Lost Check?
 - Wait 21 Days
 - Place 'Stop Payment' on Check
 - Issue Signed Affidavit
 - Reissue Check
 - Verify Correct Address Prior to Re-mailing



Summary and Questions:

- Help Us Pay You!
- Does the Invoice Agree with the SOW?
 - Is the Work Performed Described?
 - Is the Work Performed Within Term Limit?
 - Is the Price Specified?
- Correct Remittance Address?
- Correct Company Contact Information?
- Are the Project Number, Project Name and Project Manager Identified?
- Invoice Mailed to County Project Manager?
- Handouts
- Invoice Checklist
- Questions?





INSURANCE & BONDING

- ❑ You have entered into a contract with the County of Butte; NOW WHAT?
 - Review the Minimum Insurance Requirements in the Contract, Specified in 'Attachment I'
 - Submit 'Attachment I' of the Contract to Your Insurance Agent Along with the 'Insurance Agent Checklist'
 - Provide County Project Manager with Certificates of Insurance Endorsements and Insurance Agent Checklist



The Contract Provides:

A description of the Required Insurance and an Indemnification Clause which are protections to the County for potential losses resulting from the Contractor's activities or products.

- The Indemnification Clause automatically takes effect when the contract is signed.
- The Insurance coverage only becomes effective when the contractor's insurance company issues the required insurance policies or endorses existing policies to conform to the County's requirements.
- Because insurance coverage is not automatic, the County requires proof that the required insurance is in effect before work can begin.



Insurance Requirements:

- See 'Attachment I' of Contract (Limits and requirements vary depending on Scope of Work)
- Commercial General Liability
- Automobile Liability Insurance
- Workers' Compensation Insurance
- Builder's Risk (If applicable to project, County of Butte shall be named as Loss Payee)
- Surety Bonds (Bid Bonds, Performance Bonds, Payment or Labor & Material Bonds and Maintenance Bonds)
- Professional Liability/Errors & Omissions Insurance (If Design-build Project Delivery)
- Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors & Omissions (If Project involves Environmental Hazards)



Attachment I of the Contract:



ATTACHMENT I

EXHIBIT 5a - INSURANCE REQUIREMENTS FOR CONSTRUCTION CONTRACTS

(For projects costing more than \$30,000, but less than \$1 million)

Before the commencement of work, Contractor shall submit to County: (1) Certificates of Insurance for all relevant insurances listed in Section A below; (2) All Endorsements listed in Sections C and G below; and (3). An "Insurance Agent Checklist" completed and signed by Contractor's Insurance Agent or other individuals authorized to sign on behalf of Contractor's insurance companies. (See Exhibits 2 and 3 attached hereto). Failure to comply with these insurance requirements shall be considered a breach of contract.

CONTRACTOR shall procure and maintain for the duration of this contract, and for at least one year after the project is completed, insurance against claims for injuries to persons and damage to property which may arise from or be in connection with the performance of the work hereunder by Contractor, its employees, representatives, and agents.

A. MINIMUM SCOPE LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1.) Commercial General Liability. Insurance Services Office (ISO) form CG 00 01, including products and completed operations for at least one year after the project is completed, and policy limits of at least \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If a general aggregate limit applies, either the general aggregate shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.
- 2.) Automobile Liability Insurance. Insurance Services Office (ISO) form CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage. Coverage shall include liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor.
- 3.) Workers' Compensation Insurance. As required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury and disease.
- 4.) Builder's Risk. (Course of Construction) insurance covering all risk of loss, less policy exclusions, with limits equal to the completed value of the project and no coinsurance penalty provisions.
- 5.) Surety Bonds. As described below.
- 6.) Professional Liability (Errors and Omissions) Insurance. (if Design Build) Insurance appropriate to the Contractor's profession with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 aggregate.
- 7.) Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions. (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by Contractor.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions exceeding \$25,000 must be declared and approved by the County. At the option of the County, either the Contractor shall reduce or eliminate such deductibles or self-insured retention as respects County, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claims administration, and defense expenses.



C. OTHER INSURANCE PROVISIONS

1. The County, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL and Auto policies with respect to liability arising out of automobiles owned, leased, hired, borrowed, by or on behalf of Contractor, and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 or the latest additions of both forms. "Blanket Additional Insured" endorsements are acceptable, as long as coverage is the same as the ISO forms noted above and coverage described in Sections A1 and A2 above.
2. For any claims related to this project, the **Contractor's insurance shall be primary** insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees and volunteers, shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by Section A above shall not be canceled, without 30 days prior written notice to the County.

D. BUILDERS' RISK OR COURSE OF CONSTRUCTION INSURANCE

Contractor may submit evidence of Builder's Risk Insurance in the form of Course of Construction coverage. Such coverage shall name the **County as the loss payee**, as the County's interests may appear.

If the project does not involve new or major reconstruction, at the option of the County, an Installation Floater may be acceptable. For such projects, Property Installation Floater shall be obtained that provides improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, machinery and equipment. The Property Installation Floater shall provide property damage, coverage for any building, structure, machinery or equipment damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation, and testing at County's site.

E. CLAIMS MADE POLICIES (Usually only Professional Liability or Pollution Liability/Asbestos Policies.)

If any of the required policies provide coverage on a claims-made basis then the following requirements must be met:

1. The Retroactive Date of the policy must be shown and must be before the contract or beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract work.**
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after the completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the County for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain mold exclusion and the definition of Pollution shall include microbial matter, including mold.

F. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County. (A.M. Best Ratings can be accessed over the internet for no cost at www.ambest.com.)



G. WAIVER OF SUBROGATION

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire virtue of payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Contractor's **Workers' Compensation Insurance policy shall be endorsed with a waiver of subrogation** in favor of the County, for all work performed by Contractor, its employees, agents, and subcontractors.

H. VERIFICATION OF COVERAGE

Contractor shall furnish the County with original certificates and amendatory endorsements or copies of applicable policy language effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain documents prior to work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

I. SUBCONTRACTORS

Contractor will **require** and **verify** that all subcontractors maintain insurance meeting all the requirements stated herein.

J. SURETY BONDS

Contractor shall provide the following Surety Bonds:

1. Bid bond as required by the County Purchasing Department.
2. Performance bond equal to 100% of contracted price.
3. Payment bond or Labor and Materials Bond equal to 100% of contracted price.
4. Maintenance bond.

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one year warranty, a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is longer than one year, a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

K. SPECIAL RISKS OR CIRCUMSTANCES

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or special circumstances.



INSURANCE AGENT / BROKER CHECKLIST

Please read the County of Butte's Minimum Insurance Requirements as described in Attachment I of your client's contract with the County. Please check the items which your client is able to provide coverage or, if the coverage does not apply, indicate by checking the N/A column. Once this form is complete, please return to the County Project Manager with the Certificate of Insurance and any required Endorsements.

CERTIFICATE OF INSURANCE

CHECK IF CONDITION IS MET	ITEM	N/A
	Commercial General Liability	
	Commercial Automobile	
	Workers Compensation	
	Professional Liability or Errors & Omissions	

INFORMATION TO BE PROVIDED ON CERTIFICATE OF INSURANCE

Named insured is the same as Contractor named in the contract with Butte Co.	
Certificate Holder is the County of Butte	
And addressed to the attention of the Contract Adm. or Project Manager	
Certificate includes signature of authorized insurance representative	
Insurance carrier's name is provided as listed with the National Association of Insurance Commission (NAIC) and the NAIC number is provided	
A.M. Best's rating meets or exceeds the County of Butte's minimum requirement of no less than VII.	
Certificate provides a cancellation provision	

INSURANCE COVERAGE AND LIMITS

All coverage and limits meet the minimum specified in the County of Butte Contract	
Commercial General Liability is on an "occurrence" basis	
Commercial Automobile covers "any auto."	

POLICY TERM

Policies / endorsements are in effect during the term of the County of Butte Contract	
Excess liability policies have coverage periods concurrent with primary policies	

ENDORSEMENTS

Commercial General Liability Policies names the County of Butte as an additional insured as specified	
The Named Insured's Commercial General Liability Policy is primary	
The County of Butte Insurance is non-contributory	
The County of Butte Insurance is secondary and excess	
Commercial Automobile liability coverage for construction contracts name the County of Butte as an additional insured	
Workers Compensation for construction Contractor's workers' compensation will be endorsed for "Waiver of Rights of Subrogation."	

If any box is not checked or "NA" is written beside that item, please contact Butte County General Services at (530) 538-4352. Please provide your contact information below in the event clarification is needed.

Print Name & Title	Telephone Number	E-Mail Address
--------------------	------------------	----------------

Thank you for your cooperation



Certificate of Insurance:

- ❑ The County Looks for the Following When Verifying:
 - Is the Insured listed on certificate the same name as contractor in the contract?
 - Does the certificate indicate all the required coverage as defined in the contract?
 - Are the policies listed under 'Type of Insurance' defined as required by the contract? (i.e. G.L. = 'Occurrence' basis and Auto = 'Any Auto')
 - Have policy numbers been assigned by the insurance company and are the numbers listed on the certificate?
 - Does the policy term cover the contract period? If not, be reminded that a new certificate **with endorsements** will need to be submitted upon expiration of the initial documents.
 - Are the limits of each policy equal or greater than the limits required in the contract or lease?
 - Does the certificate properly describe the operations/location covered by the contract?
 - Is the 'Certificate Holder' properly identified with the proper address to where the certificate is to be delivered?
 - Is there a cancellation provision?
 - Are the required endorsements listed on the certificate and/or attached to the certificate?



Example:

Certificate of Liability Insurance (Standard Form)

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)

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

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

PRODUCER: CONTACT NAME, PHONE (AC, HA, EXT), FAX (AC, HA), EMAIL ADDRESS, ADDRESS, INSURER(S) AFFORDING COVERAGE, NAIC #

INSURED: INSURER A, INSURER B, INSURER C, INSURER D, INSURER E, INSURER F

COVERAGES: CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR. TR	TYPE OF INSURANCE	ACQUISITION DATE (MM/DD/YYYY)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED (P&B) (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE					
	OCCUR					
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY, PROD, LOC						
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (EA ACCIDENT) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	ANY AUTO					
	ALL OWNED AUTOS					
	HIREN AUTOS					
	SCHEDULED AUTOS					
	NONOWNED AUTOS					
	UMBRELLA LIAB					EACH OCCURRENCE \$ AGGREGATE \$
	EXCESS LIAB					
	OCCUR					
	CLAIMS-MADE					
	DED					
	RETENTIONS					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					LEG. STAT. (Mandatory in NH) \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/DIRECTOR INCLUDED? (Mandatory in NH)					
	Y/N					
	N/A					
	If yes, describe type of operations below					

Certificate of Liability Insurance (Annotated Form)

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)

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

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

PRODUCER: CONTACT NAME, PHONE (AC, HA, EXT), FAX (AC, HA), EMAIL ADDRESS, ADDRESS, INSURER(S) AFFORDING COVERAGE, NAIC #

INSURED: INSURER A, INSURER B, INSURER C, INSURER D, INSURER E, INSURER F

COVERAGES: CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR. TR	TYPE OF INSURANCE	ACQUISITION DATE (MM/DD/YYYY)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED (P&B) (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE					
	OCCUR					
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY, PROD, LOC						
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (EA ACCIDENT) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	ANY AUTO					
	ALL OWNED AUTOS					
	HIREN AUTOS					
	SCHEDULED AUTOS					
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	EXCESS LIAB					
	OCCUR					
	CLAIMS-MADE					
	DED					
	RETENTIONS					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					LEG. STAT. (Mandatory in NH) \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/DIRECTOR INCLUDED? (Mandatory in NH)					
	Y/N					
	N/A					
	If yes, describe type of operations below					

2

This notice confirms the provisions of the California Insurance Code, §384. Other states have similar provisions. It states that the policy, not the certificate governs coverage.

CERTIFICATE OF LIABILITY INSURANCE

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

This block identifies the Agent or Broker.

The insured is your entity's contractor or lessee.

The insurer will be identified here. The insurer letter appears again near the left margin at "10" to show which insurer provides which coverage.

COVERAGES: CERTIFICATE NUMBER: REVISION NUMBER:

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

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	COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE					
	OCCUR					
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY, PROD, LOC						
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (EA ACCIDENT) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	ANY AUTO					
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					LEG. STAT. (Mandatory in NH) \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/DIRECTOR INCLUDED? (Mandatory in NH)					
	Y/N					
	N/A					
	If yes, describe type of operations below					

This section will usually be used to restrict coverage to a specific job or lease. Watch for restrictions that would omit the coverage required by your specifications.

Cancellation provisions

CERTIFICATE HOLDER: CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

How to Best Avoid Delays:

- ❑ Certify in your response to the Request for Proposal (RFP) that you can provide the required insurance (The RFP should specify the insurance requirements).
- ❑ Contact your insurance company during contract negotiations to determine if your current insurance complies with the requirements. It may take time to arrange for the required coverage if it is not currently in place.
- ❑ Provide to your insurance agent, the Insurance Agent Checklist and Insurance Requirements and request that your agent return to you a CERTIFICATE OF INSURANCE, completed INSURANCE AGENT CHECKLIST and ENDORSEMENTS.
- ❑ Communicate early in the negotiations with Project Manager regarding any requests to change the insurance requirements so that review of such a request can be made to the County's Risk Management Team.
- ❑ Provide the Project Manager with the CERTIFICATE OF INSURANCE, INSURANCE AGENT CHECKLIST and ENDORSEMENTS as these documents will need to be submitted for review and verification before the project can begin.
- ❑ If the Certificate of Insurance expires before the end of the contract period, be sure and calendar to contact your insurance agent prior to the expiration of the documents and request a current Certificate of Insurance and Endorsements. Be sure and submit these new documents to the county before expiration of the old ones.



Occupational Safety and Health

- What do you need?
- Why do you need it?



Injury and Illness Prevention Program:

- Cal-OSHA Required Safety Program
- Documents How Your Organization Addresses Safety Concerns; Including but Not Limited to:
 - Hazard Assessment
 - Hazard Mitigation
 - Hazard Reporting



Why Does Butte County Care?

- Demonstrates Regulatory Compliance
- Demonstrates a Commitment to Safe Operations
- Identifies and Documents the Contacts within the Company Responsible for Safety
- Facilitates the Safety of Butte County Employees, Clients and Other Contractors



... And What Else?

- ❑ Job Specific Safety Plan:
 - Required When Contractors Will be Working in Close Proximity to County Activities and Operations
- ❑ Includes Details Such As:
 - Hours of Operation
 - Traffic Control
 - Equipment to be Used and Required Fall Protection (Where Applicable)
 - Occupational Heat Exposure Protection
 - Material Safety Data Sheets for Chemicals to be Used
 - Names and Contact Information for Supervisors





PERMITS & INSPECTIONS

- Online Permitting (eTrakIt)
- Permit Application
- Inspections:
 - Online
 - Interactive Voice Response (IVR)
- Resources



Online Permitting (eTrakt):



http://www.buttecounty.net/Development%20Services/BUILDING%20DIVISION.aspx - Windows Internet Explorer

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Department of Development Services

BUILDING DIVISION

2011 - 2012 CALBO BUILDING DEPARTMENT OF THE YEAR!!

Join our mailing list!
Enter your email address below
then click the Join List button.

JOIN LIST
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BUILDING SAFETY MONTH VIDEO

Butte County DDS and Fire - Fire Demonstration, without sprinklers vs. with sprinklers
from Butte County General Plan 2030

[Butte County DDS and Fire - Fire Demonstration, without sprinklers vs. with sprinklers from Butte County General Plan 2030 on Vimeo.](#)

EMPLOYMENT OPPORTUNITIES:
No Openings At This Time

- * [CONTRACTOR MEETING 2012 SCHEDULE](#)
- * [NEW BUILDING GREEN - Green Building Brochure](#)
- * [BUTTE COUNTY DISASTER RECOVERY INITIATIVE - Housing Assistance Program](#)
- * [COMPLAINT FORM](#) - Print, Fill In and Mail Anonymously
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http://www.buttecounty.net/Department%20Contacts.aspx





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Department of Development Services

ONLINE PERMITS AND PAYMENTS

* [CHECK TO SEE IF YOUR PARCEL IS IN THE BUTTE COUNTY JURISDICTION](#)

* [APPLY AND PAY FOR NEW PERMITS ONLINE](#)

CONTRACTORS MUST HAVE VALID LICENSE AND WORKMANS COMP ON FILE WITH THIS OFFICE IN ORDER TO APPLY ONLINE - IF YOUR ONLINE INFORMATION CANNOT BE VERIFIED, PLEASE CALL DEVELOPMENT SERVICES AT: 530-538-6861 DURING NORMAL BUSINESS HOURS.

* [CHECK PERMIT AND PROJECT STATUS AND INSPECTION TIMES](#)

[List of Permit Subtypes Now Available for Search Options](#)

[List of Code Case Types](#)

* [SCHEDULE ONLINE INSPECTIONS](#)

CHECK STATUS NOTICE

Butte County is governed by the California Public Records Act (Government Code Section 6250 et seq.), Information found on this website is public information and is provided as a public service. The information on this website may not constitute the entire public record. Please contact the Department of Development Services to request inspection or copies of public records.



eTRAKIT - Windows Internet Explorer

http://dspermits.buttecounty.net/

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Home | Setup an Account | Log In Username Password LOGIN REMEMBER ME Forgot Password

  **Department of Development Services**
7 County Center Drive, Oroville, CA 95965
530-538-7601 / Fax 530-538-7785

 **Permits**
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▶ Search

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Permits & Inspections



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Properties

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Violations

- ▶ Search

CRM

- ▶ Report Issue
- ▶ Search Issues

Shopping Cart

- ▶ Pay All Fees

Public Login

If the structure is a Mobile/Manufactured Home STOP (except foundation systems on existing mobile/manufactured homes). You need to contact HCD (Department of Housing) for permits at (916)255-2501. Permits issued on mobile/manufactured homes will not be valid.

CONTRACTORS: Your active license number must be on file with Butte County Development Services in order to proceed.

User Name

Password

LOGIN

* New users [Click here](#) to Register.
[Forgot your password?](#)
[Forgot your user name?](#)

When applying for online permits you must allow pop-ups. Please read all messages before you proceed. You will need to immediately print all applicable documents (except for permit), then complete and return to our office within 10 business days or the permit will not be valid.

County of Butte
 Department of Development Services
 7 County Center Drive, Oroville, CA 95965
 (530) 538-7601



My Dashboard

Permits

- ▶ Apply for a New Permit
- ▶ Search Permits
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Projects

- ▶ Search Projects

Contractors

- ▶ Search

Properties

- ▶ Search

Inspections

- ▶ Schedule
- ▶ Cancel
- ▶ Scheduled

Violations

- ▶ Search

CRM

- ▶ Report Issue
- ▶ Search Issues

Shopping Cart

- ▶ Pay All Fees

Create New User Account

* Required fields

Company Name:

* First Name:

* Last Name:

* Address:

* City:

* State:

* Zip: -

* Email:

* Phone:

Ext

License #

* Log-In Name:
(letters/numbers only)

* Password:
(6 to 15 letters/numbers only)

* Confirm Password:

CREATE ACCOUNT



Permit Application:





Butte County

California

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Department of Development Services

ONLINE PERMITS AND PAYMENTS

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- [Permits - Code Cases - Projects Status](#)
- [Staff](#)
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2011 - 2012 CALBO BUILDING DEPARTMENT OF THE YEAR!!

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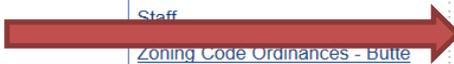
BUILDING SAFETY MONTH VIDEO



[Butte County DDS and Fire - Fire Demonstration, without sprinklers vs. with sprinklers from Butte County General Plan 2030 on Vimeo .](#)

EMPLOYMENT OPPORTUNITIES: No Openings At This Time

- * [CONTRACTOR MEETING 2012 SCHEDULE](#)
- * [NEW BUILDING GREEN - Green Building Brochure](#)
- * [BUTTE COUNTY DISASTER RECOVERY INITIATIVE - Housing Assistance Program](#)
- * [COMPLAINT FORM - Print, Fill In and Mail Anonymously](#)
- * [INTERACTIVE MAP FOR PERMIT INFORMATION](#)
- * [INFORMATIONAL DOCUMENTS](#)
- * [BUILDING PERMIT FORMS and HANDOUTS](#)
- * [MOBILE HOME / MANUFACTURED HOME GENERAL INFORMATION - Manufactured Home Alterations and Permit Guidelines 2009 Title 25 - California Housing and Community Development - Regulations](#)



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http://lf.buttecounty.net/weblink7/Search.aspx?dbid=0&... buttecounty.net Laserfiche WebLink

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Google (3) How To Guides Conservation - Greywater, ... Tutorial - Outlook 2010 - 10... Sutter County Library - Co... History Butte Co

Butte County DocFinder Results per page: 20 Help Logout

Browse Search

Customize Search

WebLink Search Enter search

Name	Hits
2008 Residential CF-1R ALT 2010-01-01	0
2011-03-24 DBP-11 MH Data	0
2011-03-24 INF-03 Who Can Apply for Permits	0
2011-07-14 DBP-16 HCD WUI Regulations	0
Accessibility Upgrade Worksheet DPC-01 3.1.12	0
Addressing DBP-101 2.9.12	0
Address-Phone Listings for Local Agencies INF-10 Rev'd 9.18.12	0
Affidavit Requesting Duplicate Plans DBP-07 10.5.11	0
Alternative Materials Methods Request 2008-02-01	0
As Built Construction Handout DBP-80 7.5.11	0
As Built Structures Permit Requirements DBP-81 10.5.11	0
Asbestos Notification Statement DBP-83 10.5.11	0
Building Matrix INF-12 11.7.11	0
Building Permit Application DBP-01 rev'd 1.17.12	0
Building Permit Expiration Info INF-11 9.28.11	0
Butte County Residential Building Permit Process 3.2.12	0
Butte County Residential Permit Process Guide Rev'd 3.2.12	0
Carports 2009-06-30	0
Co-locate Antennas DBP-76 10.17.11	0
Commercial Permit Requirements DBP-91 10.17.11	0

1 2 3 4 >

79 Results



http://if.buttecounty.net/webink7/ElectronicFile.aspx?docid=672632&dbid=0 - Windows Internet Explorer
http://if.buttecounty.net/webink7/ElectronicFile.aspx?docid=6
buttecounty.net buttecounty.net

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Butte County Department of Development Services
PERMIT CENTER
7 County Center Drive, Oroville, CA 95965
Main Phone (530)538-7601 Permit Center Phone (530)538-6861 Fax (530)538-2140

FORM NO
DBP-91

**BUILDING PERMIT SUBMITTAL
REQUIREMENTS FOR
COMMERCIAL APPLICATIONS**

Note: It is the responsibility of the applicant to obtain any use permits or administrative permits required by the Planning Department for the commercial project prior to issuance of the building permit. Applicants should consult the Department of Land Development to inquire about any additional requirements for site development.

The following is required to make application for a commercial building permit application:

8.50 x 11.00 in



Please fill out the following form. You cannot save data typed into this form.
 Please print your completed form if you would like a copy for your records.



BUTTE COUNTY
DEPARTMENT OF DEVELOPMENT SERVICES
BUILDING PERMIT APPLICATION*
 Phone: (530) 538-7601 Fax (530) 538-2140

PERMIT NO:	FORM NO
BIN NO:	DBP-1

Website: www.buttecounty.net/dds

Payment of Fees Required at Time of Application

PLEASE PRINT CLEARLY

PROPERTY OWNER INFORMATION			
Last Name		First Name	
Mailing Address			
City	State	Zip	
Phone		Fax	
Email		Cell	

PROJECT LOCATION	
APN	
Property Address	
City	Location must not be in the city limits of Chico, Gridley, Oroville or Paradise, click below for parcel information
http://sk.chicomapworks.com/	

CONTRACTOR			
Name			
Mailing Address			
City	State	Zip	
Phone		Fax	

WORKER'S COMPENSATION	
Policy Number	
Carrier	
If hiring other than a licensed contractor, a certificate of worker's compensation must be shown at the time of permit issuance	

LENDING AGENCY		
Name		
Mailing Address		
City	State	Zip



***INSPECTIONS* - Online:**



http://www.buttecounty.net/Development%20Services/How%20To%20Instructions.aspx - Windows Internet Explorer

http://www.buttecounty.net/Development%20Services/t

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You ARE HERE: [Development Services](#) » [How To Instructions](#)

Department of Development Services

"HOW TO" INSTRUCTIONS

([Link to Online Services](#))

CONTRACTORS MUST HAVE VALID LICENSE AND WORKMANS COMP ON FILE WITH THIS OFFICE IN ORDER TO APPLY ONLINE - IF YOUR ONLINE INFORMATION CANNOT BE VERIFIED, PLEASE CALL DEVELOPMENT SERVICES AT: 530-538-6861 DURING NORMAL BUSINESS HOURS.

- * [HOW TO SCHEDULE AN INSPECTION \(IVR\)](#)
 - [AUTOMATIC INSPECTION SCHEDULING - INSPECTION CODES](#)
- * [IVR and ONLINE Cutoff Times for Next-Day Scheduled Inspections: 2:00 p.m.*](#)

(Due to staff reductions, we can no longer [guarantee inspections](#) on the date requested - including next day inspection requests)
- * [LIST OF PERMIT SUBTYPES FOR ONLINE SEARCH OPTION](#)
[LIST OF CODE CASE TYPES](#)
- * [HOW TO USE THE AUTOMATED PHONE SYSTEM \(PHONE TREE\)](#)
[UPDATED REFERENCE GUIDE](#)
- * [HOW TO USE INTERACTIVE PUBLIC PERMITS & LAND USE MAPS](#)





Department of Development Services

7 County Center Drive, Oroville, CA 95965
530-538-7601 / Fax 530-538-7785

Permits

- ▶ Apply
- ▶ Pay Fees
- ▶ Search

Projects

- ▶ Search

Contractors

- ▶ Search

Properties

- ▶ Search

Inspections

- ▶ Schedule
- ▶ Cancel
- ▶ Scheduled

Violations

- ▶ Search

CRM

- ▶ Report Issue
- ▶ Search Issues



My Dashboard

Permits

- ▶ Apply for a New Permit
- ▶ Search Permits
- ▶ Pay Fees

Projects

- ▶ Search Projects

Contractors

- ▶ Search

Properties

- ▶ Search

Inspections

- ▶ Schedule
- ▶ Cancel
- ▶ Scheduled

Violations

- ▶ Search

CRM

- ▶ Report Issue
- ▶ Search Issues

Shopping Cart

- ▶ Pay All Fees

Public Login

If the structure is a **Mobile/Manufactured Home STOP** (except foundation systems on existing mobile/manufactured homes). You need to contact HCD (Department of Housing) for permits at (916)255-2501. Permits issued on mobile/manufactured homes will not be valid.

CONTRACTORS: Your active license number must be on file with Butte County Development Services in order to proceed.

User Name

Password

LOGIN

* New users [Click here](#) to Register.

[Forgot your password?](#)

[Forgot your user name?](#)

When applying for online permits you must allow pop-ups. Please read all messages before you proceed. You will need to immediately print all applicable documents (except for permit), then complete and return to our office within 10 business days or the permit will not be valid.

Contractor Login

Company

Password

LOGIN

My Dashboard

Permits

- ▶ Apply for a New Permit
- ▶ Search Permits
- ▶ Pay Fees

Projects

- ▶ Search Projects

Contractors

- ▶ Search

Properties

- ▶ Search

Inspections

- ▶ Schedule
- ▶ Cancel
- ▶ Scheduled

Violations

- ▶ Search

CRM

- ▶ Report Issue
- ▶ Search Issues

Shopping Cart

- ▶ Pay All Fees

Hello Nancy Springer
Below is a Dashboard of your current activities.

[LINK TO PERMITS](#)



My Active Permits

PERMIT NO.	ADDRESS	TYPE	STATUS	INSPECTION	FEES DUE		
B07-0077	N/A Wakefi...	MISCELLANEOUS	ISSUED	Request	\$0.00		



My Dashboard

Permits

- ▶ Apply for a New Permit
- ▶ Search Permits
- ▶ Pay Fees

Projects

- ▶ Search Projects

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Violations

- ▶ Search

CRM

- ▶ Report Issue
- ▶ Search Issues

Shopping Cart

- ▶ Pay All Fees

PERMIT Inspection Request - B07-0077

*Contact Name:

*Phone Number:

*Site Address:

*Email Address:

Remarks:

Inspection Type:

Requested Date:

ADD INSPECTION

CANCEL

Add Inspections by Selecting Inspection Type, Request Date and Pressing 'Add Inspection'.

Inspection Type	Request Date	Time	
4-WAY ROUGH FRAME	1/22/2013	Any	Delete

SUBMIT

RESET

Cutoff Times for Next-Day Scheduled Inspections: 2:00 pm. To cancel or change an inspection please call (530)538-4365 and select option 2.

The following areas are limited to inspection requests for Tuesdays and Thursdays ONLY:

Butte Meadows, Jonesville, Feather Falls, Berry Creek, Brush Creek, Clipper Mills, Stirling City, Inskip



My Dashboard

Permits

- ▶ Apply for a New Permit
- ▶ Search Permits
- ▶ Pay Fees

Projects

- ▶ Search Projects

Contractors

- ▶ Search

Properties

- ▶ Search

Inspections

- ▶ Schedule
- ▶ Cancel
- ▶ Scheduled

Violations

- ▶ Search

CRM

- ▶ Report Issue
- ▶ Search Issues

Shopping Cart

- ▶ Pay All Fees

PERMIT Inspection Request - Bo7-0077

*Contact Name:

*Phone Number:

*Site Address:

*Email Address:

Remarks:

Inspection Type:

Requested Date:

Add Inspections by Selecting Inspection Type, Request Date and Pressing 'Add Inspection'.

Cutoff Times for Next-Day Scheduled Inspections: 2:00 pm. To cancel or change an inspection please call (530)538-4365 and select option 2.

The following areas are limited to inspection requests for Tuesdays and Thursdays ONLY:

Butte Meadows, Jonesville, Feather Falls, Berry Creek, Brush Creek, Clipper Mills, Stirling City, Inskip



***INSPECTIONS* - IVR; Interactive Voice Response:**



How to Access IVR

The phone number is **530-538-4365**
The system is available 24/7, 365 days a year. If the IVR is unable to complete your request, you will be notified that the system is unavailable or you will be transferred to the reception desk during normal business hours.

IVR Cutoff Times

To schedule, reschedule or cancel next day inspections, you must call before 2:00PM (the cutoff for Monday is 2:00PM Friday). Calls after that time will be scheduled for the next business day.

Important Inspection Information:
Inspections in Butte Meadows, Jonesville, Feather Falls, Berry Creek, Brush Creek, Clipper Mills, Stirling City, Forbestown and Inskip are only offered on Tuesdays and Thursdays.

When Inspections Are Not Allowed To Be Scheduled

The IVR system will not allow you to schedule an inspection if any of the following situations apply to your permit:

- Fees Are Owning.
- There Is A "HOLD" Status On Your Permit.
- Your Permit Is Expired.

Instead, you will be prompted to either re-enter the permit number or press the pound (#) key to return to the main menu.

Some Inspections Not on the IVR

Inspections for other offices such as Public Works, Cal Fire, Ag, etc., will not be scheduled. Please call these agencies directly during normal business hours.

How To Check Inspection Results

At the time of scheduling your inspection, you can request a call-back notification of your results when they are posted. You can also call and enter your permit number and inspection code to get the results when posted, leave a message for the inspector or check the history of inspections and results on the permit number.

How To Find Inspection Codes

These 3-digit inspection codes are available on our web site (www.buttecounty.net/dds), in our office, and a partial listing is written on your inspection card.
You may also press the star (*) key when calling the IVR for a recording of all the 3-digit building inspection codes.

What Is Needed To Utilize The IVR Options

- Your Permit Or Case Number.
- The 3-Digit Inspection Code Number.
- Your Call-Back Phone Number If You Want An Automatic Notification Of Your Inspection Results.

General IVR Use Information

- Pressing the pound (#) key at any time during the recording will take you back to the previous menu.
- Pressing 0 at any time during the recording will connect you to the reception desk during normal business hours.
- Be sure to get the confirmation number for your transaction to ensure your request was completed.
- Please listen carefully to the IVR prompts. If the address or any other information is not correct even after reentering your request, press zero (0) to speak with the reception desk.
- If you need to reschedule or cancel a same-day inspection, please do so immediately to avoid correction notices or reinspection fees.
- Using IVR is the fastest and most reliable way to request your permit inspection needs. The reception desk is available during normal business hours for any assistance you may require, but using this system will be much quicker for scheduling, inquiring and receiving your results.



BUTTE COUNTY
DEPARTMENT OF DEVELOPMENT SERVICES
BUILDING DIVISION



IVR INSPECTION CODES
24 HOUR INSPECTION REQUEST NUMBER (530)538-4365

IVR Codes:

BUILDING 100

- 101 COLUMN BASE GROUT
- 102 COMPACTION/EXCAVATION
- 103 DRAFT STOPS
- 104 DRYWALL NAIL/SCREW
- 105 EXIT SIGNAGE
- 106 EXTERIOR SIDING
- 305 FIRE DAMPERS
- 107 FIRE STOPS/BLOCKS
- 108 FIREPLACE
- 109 FIREWALL/OCCUPANCY SEP.
- 110 FLOOR NAIL
- 111 FOUNDATION/FOOTINGS
- 112 FORMS/STEELHOLDOWNS
- 113 GRADING
- 114 GRADE BEAMS
- 115 GUARDRAIL/HANDRAIL
- 119 MASONRY BOND BEAM
- 120 MASONRY GROUT
- 121 PARTY WALL ROCK NAIL
- 122 PIER/COLUMN FOOTINGS
- 704 PRE-CONSTRUCTION INS
- 124 PRE-SLAB
- 125 RETAINING WALL
- 126 ROOF ACCESS
- 127 ROOF DRAINS
- 128 4-WAY ROUGH FRAME
- 129 ROOF NAIL - DRAG TRUSS
- 130 ROOF PRE-INSPECTION
- 131 SETBACKS
- 132 SHAFT ENCLOSURES
- 134 SHEARWALL/B.W.P.-INTERIOR
- 135 SHEARWALL/B.W.P.-EXTERIOR
- 136 SHEAR TRANSFER
- 137 SITE UTILITIES
- 138 SMOKE DAMPERS
- 139 SMOKE DETECTORS
- 140 SPRINKLER SYSTEM
- 141 STEMWALLS
- 142 STUCCO (LATH)
- 144 STUCCO (BROWN)
- 145 T-BAR CEILING
- 146 TILT-UP PANELS
- 147 TRUSS ROOF
- 148 TRUSSES FLOOR/ROOF
- 149 UNDERFLOOR FRAMING
- 150 WOODSTOVE
- 151 ROOF FRAM/SHEATHING
- 152 MASONRY LIFTS
- 153 ROUGH FRAMING
- 154 STRAPS/HOLDOWNS

ELECTRICAL 200

- 201 AG PUMP
- 202 CONSTRUCTION POWER
- 203 GFI/ARC FAULT OUTLETS
- 205 LIGHT STANDARD FOOTING
- 206 PANEL LABELING
- 207 POWER POLE
- 208 ROUGH ELECTRICAL
- 209 SEPTIC ELECTRICAL
- 210 SERVICE CHANGE
- 211 SERVICE PANEL
- 212 SUB-PANEL
- 213 TAG ELECTRIC
- 214 T-BAR CEILING ELECTRICAL
- 215 TEMP POWER
- 216 UFER GROUND
- 217 UNDERGROUND CONDUIT
- 218 UNDERGROUND ELECTRIC
- 219 UNDERSLAB UNDER CONDUIT
- 220 WATER AND GAS BOND

MECHANICAL 300

- 301 BOILER ROOM
 - 302 COMMERCIAL HOOD
 - 303 CONDENSATE DRAINS
 - 304 COOKING EQUIPMENT
 - 305 FIRE DAMPERS
 - 403 GAS PIPING-HOUSE OR YARD
 - 404 GAS TEST-HOUSE OR YARD
 - 308 GAS VENT AND FLUE
 - 309 H.E.R.S. TESTING
 - 310 HOOD SHAFT AND DUCT
 - 311 HVAC UNIT
 - 312 REFRIGERATION EQUIP. PIPING
 - 313 REFRIGERATION ROOM
 - 314 REFRIGERATOR LINES
 - 315 ROOF EQUIPMENT
 - 316 ROUGH MECHANICAL
 - 138 SMOKE DAMPERS
 - 318 UNDER SLAB DUCT
 - 319 UNDERFLOOR DUCTS
 - 320 UNDERFLOOR MECHANICAL
- PLUMBING 400**
- 401 BACKFLOW PREVENTION
 - 402 CONDENSATION OR INDIRECT PIPING
 - 403 GAS PIPING-HOUSE OR YARD
 - 404 GAS TEST - HOUSE OR YARD
 - 405 PLUMBING TOPOUT
 - 406 ROUGH PLUMBING
 - 407 SEWER (PIPE/TEST/TAP)
 - 408 SHOWER PAN/TUB TEST
 - 409 TAG LPG/NATURAL GAS
 - 411 UNDER SLAB PLUMBING
 - 412 UNDERFLOOR PLUMBING
 - 413 UNDERGROUND GAS
 - 414 UNDERGROUND PLUMBING
 - 415 WATER HEATER
 - 417 UNDERGROUND WATER
 - 418 PEX TEST
 - 419 UNDERGROUND PROPANE TANK

POOLS 500

- 401 BACKFLOW PREVENTION
- 502 POOL ELEC/BONDING/LIGHT NITCH
- 503 POOL FENCING/ALARMS
- 504 POOL PLUMBING TEST
- 505 PRE-DECK
- 506 PRE-GUNITE
- 507 PRE-PLASTER

MOBILE HOMES 600

- 601 COMMERCIAL COACH SET UP & SUPPORT
- 602 CONTINUITY TEST
- 102 COMPACTION/EXCAVATION
- 605 MANOMETER TEST
- 122 PIER/COLUMN FOOTINGS
- 607 ROOF/WALL CLOSE-UP
- 111 FOOTINGS
- 137 SITE UTILITIES
- 610 SKIRTING & STEPS
- 611 TIE-DOWN SYSTEM/SOFT SET
- 612 BLOCKING/UNDERPINNING
- 613 PERMANENT FOUNDATION (MH)

OTHER 700

- 701 EROSION CONTROL
- 702 FIRE SPRINKLERS TEST OR FINAL
- 703 LANDSCAPING/PARKING
- 704 PRE-CONSTRUCTION INS

FINALS 800

- 802 PERMIT FINAL
- 803 ELECTRICAL FINAL
- 805 GRADING FINAL
- 807 LANDSCAPING/PARKING
- 809 MECHANICAL FINAL
- 813 PLUMBING FINAL
- 816 SIGN FINAL
- 817 TEMP. OCCUPANCY

ACCESSIBLE 900

- 901 ACCESSIBLE EGRESS
- 902 ACCESSIBLE PARKING
- 903 ACCESSIBLE RESTROOMS
- 904 ACCESSIBLE SIGNS
- 905 ACCESSIBLE WALKWAY
- 906 ACCESSIBLE WORK AREA
- 907 SITE ACCESSIBILITY

SPECIAL INSPECTIONS 950

- 951 BOLTS
- 952 CMU 1ST POUR
- 953 CONCRETE BATCH
- 954 CONCRETE SLUMP
- 955 FIRE RETARD SFRAY
- 956 GEOTECHNICAL
- 957 WELDING
- 958 OTHER/UNSPECIFIED



Resources:



http://www.buttecounty.net/dds

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JOBS!!

Do you have a project that will create or retain **JOBS** in Butte County?

Maybe we can help!
Send an eMail Directly To:

[Nancy Springer](#) - Building Manager
[Chuck Thistlethwaite](#) - Planning Manager
[Pete Calarco](#) - Assistant Director

Or feel free to contact me:

Welcome To The
Butte County
Department of Development Services
Planning, Building & Code Enforcement Divisions

COUNTY OFFICES WILL BE CLOSED MONDAY, JANUARY 21, 2013, FOR THE MARTIN LUTHER KING, JR. HOLIDAY

7 County Center Drive
Oroville, CA 95965

Office Hours: Open to the Public,
Monday Through Friday, 8:00am - 3:00pm

Ph: 530-538-7601
Fax: 530-538-2140 or 530-538-7785

****Employment Opportunities****

Try Our New, Improved Online Permitting, Inspection Scheduling, Complaint Filing - Now Also iPad Compatible!!
(Call our [Webmaster](#) at 530-538-2117 if you have any questions)

2011-2012 CALBO BUILDING DEPARTMENT OF THE YEAR!!

2011 SACRAMENTO VALLEY APA 1ST PLACE
BUTTE COUNTY GENERAL PLAN 2030!!



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Butte County DDS and Fire - Fire Demonstration, without sprinklers vs. with sprinklers from Butte County General Plan 2030 on Vimeo .

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No Openings At This Time

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- * [NEW BUILDING GREEN - Green Building Brochure](#)
- * [BUTTE COUNTY DISASTER RECOVERY INITIATIVE - Housing Assistance Program](#)
- * [COMPLAINT FORM](#) - Print, Fill In and Mail Anonymously
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- * [MOBILE HOME / MANUFACTURED HOME GENERAL INFORMATION](#)
- [Manufactured Home Alterations and Permit Guidelines 2009](#)
- [Title 25 - California Housing and Community Development - Regulations](#)



The screenshot shows the homepage of the Contractors State License Board (CSLB) website. The browser is Windows Internet Explorer, displaying the URL <http://www.cslb.ca.gov>. The page features the CSLB logo and the text "DEPARTMENT OF CONSUMER AFFAIRS Contractors State License Board". A navigation menu includes links for Home, Consumers, Contractors, Applicants, Journeymen, Public Works, Building Officials, Online Services, and General Info. A search bar is located in the top right corner. The main content area is titled "Welcome to Contractors State License Board" and includes a welcome message from the Office of Governor Edmund G. Brown Jr. and Secretary Anna M. Caballero. A prominent "Industry Alert: Scam Targeting Licensees and Applicants" is displayed with a warning icon. Below this, there are buttons for "Instant License Check", "File a Complaint", and "Is your pre-1978 home safe?". A "Licensed Contractor Opinion Survey" button is also visible. The footer includes social media links for Facebook, Twitter, and YouTube, along with logos for the "CONTRACTORS STATE LICENSE BOARD DISASTER HELP CENTER" and "SENIOR SCAM STOPPER". A right-hand sidebar titled "CSLB Featured Topics" lists various news items and headlines.

Contractors State License Board - Windows Internet Explorer
http://www.cslb.ca.gov

CA.GOV DEPARTMENT OF CONSUMER AFFAIRS
Contractors State License Board

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Office of Governor Edmund G. Brown Jr.
Visit his Website

Secretary Anna M. Caballero
State and Consumer Services Agency

Director Denise D. Brown
Department of Consumer Affairs

Welcome to Contractors State License Board

The Contractors State License Board (CSLB) protects consumers by licensing and regulating California's construction industry. There are about 300,000 licensed contractors in the state, in [43 different licensing classifications](#). In addition to educating consumers about contractors and construction law, CSLB activities include administering examinations to test prospective licensees, issuing licenses, investigating complaints against licensed and unlicensed contractors, issuing citations, suspending or revoking licenses, and seeking administrative, criminal, and civil sanctions against violators. In fiscal year 2011-12, CSLB helped recover nearly \$36 million in ordered restitution for consumers.

CSLB's Statowide Investigative Fraud Team (SWIFT) works to eliminate unlicensed contractors working in California. Undercover sting and sweep operations are conducted weekly around the state. SWIFT encourages you to [report unlicensed activity](#).

Industry Alert: Scam Targeting Licensees and Applicants

Instant License Check

File a Complaint

Is your pre-1978 home safe?

Licensed Contractor Opinion Survey

CONTRACTORS STATE LICENSE BOARD DISASTER HELP CENTER

SENIOR SCAM STOPPER

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- [Video of December 11, 2012 Quarterly Board Meeting](#)
- [CSLB's New Veterans Application Assistance Program](#)
- [Winter 2012 California Licensed Contractor Newsletter](#)
- [Watch CSLB's new "Completing a Contractor License Application" Video](#)
- [New Mechanics Lien Forms Now Available](#)

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- [Double Trouble: No Contractor License or Workers' Comp Insurance](#)
- [Father-Son Team Busted in CSLB Unlicensed Contractor Sting in Glendale](#)



The screenshot shows the homepage of the International Code Council (ICC) website. At the top, there is a navigation bar with links for "MY ECODES", "FREE RESOURCES", "LIVE CHAT", "QUICK ORDER", "CREATE ACCOUNT", "LOG IN", and "CART (0)". Below this is a search bar and a secondary navigation menu with categories like "CODES", "STANDARDS", "TOPICS", "EDUCATION & CERTIFICATION", "ELECTRONIC PRODUCTS", "MERCHANDISE", "UPDATES & MORE", and "CUSTOMER SERVICE".

The main content area features a large green banner for "Welcome to the I-Code Family" with sub-points for "International Green Construction Code™" and "International Swimming Pool and Spa Code™". To the right, a blue banner promotes "ICC's New Online Store" with "Tutorial Videos Available Here". Below these are promotional boxes for "2012 I-QUEST CD-ROMs" and "New I-Codes have arrived".

The "FEATURED PRODUCTS" section displays five items:

- 2012 IgCC Code and Commentary:** As low as \$110.00. Includes a "+ WISHLIST" button.
- A Guide to the 2012 IRC Wood Wall Bracing Provisions:** As low as \$31.95. Includes a "+ WISHLIST" button.
- 2012 Home Builders' Jobsite Codes:** A Quick Guide to the 2012 International Residential Code. As low as \$19.95. Includes a "+ WISHLIST" button.
- ICC A117.1-2009 Standard and Commentary:** Accessible and Usable Buildings and Facilities. As low as \$51.95. Includes a "+ WISHLIST" button.
- Building Code Basics: Commercial:** Based on the 2012 International Building Code. As low as \$29.95. Includes a "+ WISHLIST" button.





ACCESSIBILITY & ADA DESIGN

- California Code of Regulations (CCR Title 24) vs. Americans with Disabilities Act (ADA)
- New Construction vs. Existing Construction
- Accessible Path of Travel (POT)
- Plan Requirements
- Accessibility Upgrade Worksheet
- Top 10 ADA Violations Identified in Lawsuits
- Examples
- Important and Useful Links



California Code of Regulations (CCR Title 24)

VS.

The Americans with Disabilities Act (ADA)

- ❑ ADA is a federal law enforced by civil litigation.
- ❑ Designers, owners, and contractors are obligated by law to comply with ADA
- ❑ ADA is comprised of Titles I through V. Titles II & III are applicable to new construction and alterations to existing buildings:
 - Title II applies to government buildings
 - Title III applies to places public accommodation
- ❑ Title -24 is a state law enforced by state and local agencies.
- ❑ Title -24 access codes consist primarily of:
 - CBC Chapter 11A – Housing accessibility
 - CBC Chapter 11B – Accessibility to Public accommodations and publicly funded housing
 - CBC Chapter 11C – Standards for card readers at fuel dispensing facilities
 - California Historical Building Code – Applicable to qualified historical buildings
- ❑ Many of the requirements are the same between ADA and CA code however, there are some differences.



New Construction vs. Existing Construction:

- ❑ New construction must comply fully with both ADA and California Code
- ❑ Existing buildings do not require any modification per the California Code unless an alteration takes place:
 - In alterations, 20% of the overall construction cost within any 3 year period must be spent on disabled access upgrades to the primary Path of Travel (POT)
 - When the overall construction cost exceeds the maximum threshold (currently \$136,060.00 in January 2012) the primary POT shall be made fully accessible.
- ❑ The term 'Existing Building' according to ADA refers to buildings constructed prior to 1993. Similar to California Law, these buildings require no access upgrades unless an alteration takes place and like California, upgrades may be limited to 20% of the overall construction cost.
- ❑ Any building constructed after 1993 must comply fully with the ADA standards in effect at the time of construction:
 - Buildings in compliance with the ADA standards which were in effect at the time of construction are eligible for 'Safe Harbor,' meaning they do not have to automatically make changes based on incremental changes in the 2010 Standards.
 - Items that were not covered in the previous ADA standards that are now required by the 2010 Standards are not eligible for safe harbor, meaning you could be sued immediately for something that was previously not a code violation.



Accessible Path of Travel (POT):

- ❑ The term path of travel refers to the path giving access to the building from the public way and within the building.
- ❑ In alterations to existing buildings 20% of construction cost shall go towards upgrades to the Path of Travel. In applying the 20%, priority should be given to those elements that will provide the greatest access in the following order:
 - The building entrance
 - The path from the entrance to the area of alteration
 - Restroom facilities
 - Drinking fountains, telephones, etc...
 - Parking facilities
 - Path from the parking area or the public way to the building entrance



Plan Requirements:

- Site plan showing accessible path from the public way (or nearest transportation stop) to the building, location and number of accessible parking spaces, location of unauthorized vehicle signs, and accessible path to other buildings located on the same property.
- Floor plan indicating an accessible path of travel to the areas of construction, to facilities including restrooms and drinking fountains, and location of required signage at the building.
- All applicable details including, signage, fixture mounting heights, maneuvering clearances at fixtures and spaces, parking spaces, doors, width and slopes of walking surfaces, ramps and stairs, and elevators just to name a few.
- Accessibility Upgrade Worksheet (for alterations only):



Accessibility Upgrade Worksheet:





ACCESSIBILITY UPGRADE WORKSHEET

Job Address _____ Date _____
Project Name _____ Permit Number B
Applicant _____ Owner _____
1. Construction Cost: \$ _____ a. Ground floor \$ _____
b. Basement \$ _____ c. Other floors () \$ _____
2. Construction Cost on the same *path of travel* during the previous three years: \$ _____
3. Total Construction Cost (add amounts in 1 and 2 above): \$ _____
4. Current Valuation Threshold (Effective January 2012): \$ 136,060.00

SELECT YOUR APPLICABLE ACCESSIBILITY UPGRADE COMPLIANCE OBLIGATION

- This alteration consists solely of accessibility upgrades and is limited to its specific scope of work.
- The existing primary entrance, route of travel, at least one restroom for each sex (as applicable), public phones or drinking fountains (if any), parking, storage and alarms that serve the area of alteration currently comply with all accessibility provisions as for new buildings.
- The total Construction Cost (item 3 above) exceeds the current valuation threshold and the alteration occurs on the ground floor. I will upgrade the existing primary entrance, route of travel, at least one restroom for each sex (as applicable), public phones or drinking fountains (if any), parking, storage and alarms that serve the area of alteration to comply with all accessibility provisions as for new buildings.
- The total Construction Cost (item 3 above) does not exceed the Current Valuation Threshold (item 4 above) or the alteration occurs on a floor other than the ground floor. I will upgrade the existing primary entrance, route of travel, at least one restroom for each sex (as applicable), public phones or drinking fountains (if any), parking, storage and alarms that serve the area of alteration, as applicable, to comply with all accessibility provisions as for new buildings.
- The total Construction Cost (item 3 above) does not exceed the Current Valuation Threshold (item 4 above) or the alteration occurs on a floor other than the ground floor and providing compliance with all accessibility provisions as for new buildings would create an unreasonable hardship. I will provide accessibility to the maximum extent feasible without incurring disproportionate costs (i.e. 20 percent of the amount in Item 1 \$ _____). In choosing which accessible elements to provide, priority will be given to those elements that will provide the greatest access in the order provided in the *Cost Table*. (Please complete the *Cost Table*)

Signed _____ Date _____
(OWNER OR APPLICANT)
Building Division Plan Approval _____ Date _____

Cost Table

- Step A.** Select the compliance status applicable to each category. If "Existing Full" is selected go to Step C. Otherwise, go to Step B.
- Step B.** Select the individual elements in this category that are non-complying. Describe the upgrades necessary for full compliance of each selected individual element and provide their costs.
- Step C.** Go to the next category (2, 3, 4, 5 then 6) and perform Step A. Repeat until all 6 categories have been completed in order.



NOTE: If providing an individual element is unfeasible or the costs of an individual element cause the total costs to exceed the disproportionate costs for this project, note it as such and skip to the next individual element selected. Your total costs should be approximately equal to or greater than the disproportionate costs unless full compliance for each category is achieved prior to exceeding disproportionate costs.

Disproportionate Costs for this project \$ _____
 (Amount from *Accessibility Upgrade Worksheet*)

CATEGORY		COSTS
1.	PRIMARY ENTRANCE TO ALTERED AREA Compliance Status: <input type="checkbox"/> Existing Full <input type="checkbox"/> Upgrade Full <input type="checkbox"/> Upgrade Partial	
<input type="checkbox"/>	DOOR	
<input type="checkbox"/>	A. Change of door _____	\$ _____
<input type="checkbox"/>	B. Threshold _____	_____
<input type="checkbox"/>	C. Hardware _____	_____
<input type="checkbox"/>	D. Kick plate _____	_____
<input type="checkbox"/>	E. Strike-side clearance _____	_____
<input type="checkbox"/>	F. Other _____	_____
	SIGNS AND IDENTIFICATION	
<input type="checkbox"/>	A. Sign at building entrance _____	_____
<input type="checkbox"/>	B. Sign in building lobby _____	_____
<input type="checkbox"/>	C. Other _____	_____
	Subtotal	\$ _____
2.	ROUTE TO THE ALTERED AREA Compliance Status: <input type="checkbox"/> Existing Full <input type="checkbox"/> Upgrade Full <input type="checkbox"/> Upgrade Partial	
	CHANGE OF ELEVATION(S)	
<input type="checkbox"/>	A. Ramps/Curb Ramps _____	\$ _____
<input type="checkbox"/>	B. Lifts _____	_____
<input type="checkbox"/>	C. Elevators _____	_____
	DOORS	
<input type="checkbox"/>	A. Change of door _____	_____
<input type="checkbox"/>	B. Threshold _____	_____
<input type="checkbox"/>	C. Hardware _____	_____
<input type="checkbox"/>	D. Kick plate _____	_____
<input type="checkbox"/>	E. Strike-side clearance _____	_____
<input type="checkbox"/>	F. Signs and identification (Braille) _____	_____
<input type="checkbox"/>	G. Other _____	_____
	Subtotal	\$ _____



CATEGORY		COSTS
3.	RESTROOMS SERVING ALTERED AREA Compliance Status: <input type="checkbox"/> Existing Full <input type="checkbox"/> Upgrade Full <input type="checkbox"/> Upgrade Partial	
<input type="checkbox"/>	A. Enlarge restroom _____	\$ _____
<input type="checkbox"/>	B. Enlarge door(s) _____	_____
<input type="checkbox"/>	C. Strike side clearance _____	_____
<input type="checkbox"/>	D. Door symbols _____	_____
<input type="checkbox"/>	E. Signs and identification (Braille) _____	_____
<input type="checkbox"/>	F. Replacement or relocation of fixture (specify) 1. _____ 2. _____ 3. _____ 4. _____	_____
<input type="checkbox"/>	G. Replacement or relocation of accessories (specify) 1. _____ 2. _____ 3. _____ 4. _____	_____
<input type="checkbox"/>	H. Grab bars (bars and backing) _____	_____
<input type="checkbox"/>	I. Other _____ _____	_____
	Subtotal	\$ _____
4.	PUBLIC TELEPHONES Compliance Status: <input type="checkbox"/> Existing Full <input type="checkbox"/> Upgrade Full <input type="checkbox"/> Upgrade Partial	
<input type="checkbox"/>	A. Retrofit/Add _____	\$ _____
	Subtotal	\$ _____
5.	DRINKING FOUNTAINS Compliance Status: <input type="checkbox"/> Existing Full <input type="checkbox"/> Upgrade Full <input type="checkbox"/> Upgrade Partial	
<input type="checkbox"/>	A. Replace drinking fountain _____	\$ _____
<input type="checkbox"/>	B. Relocate existing drinking fountain _____	_____
<input type="checkbox"/>	C. Provide alcove _____	_____
<input type="checkbox"/>	D. Add wing walls and/or floor treatment _____	_____
<input type="checkbox"/>	E. Other _____ _____	_____
	Subtotal	\$ _____
6.	PARKING, STORAGE, ALARMS Compliance Status: <input type="checkbox"/> Existing Full <input type="checkbox"/> Upgrade Full <input type="checkbox"/> Upgrade Partial	
<input type="checkbox"/>	A. Replace curb ramps _____	\$ _____
<input type="checkbox"/>	B. Re-slope parking space & loading/unloading aisle _____	_____
<input type="checkbox"/>	C. Paint the border of loading/unloading aisle blue _____	_____
<input type="checkbox"/>	D. Other _____ _____	_____
	Subtotal	\$ _____
TOTAL		\$ _____



Top 10 ADA Violations Identified in Lawsuits:

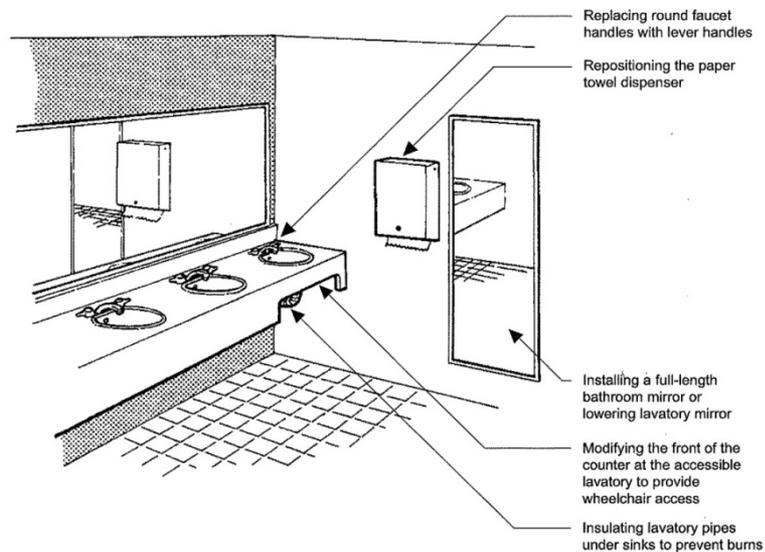
1. **Signage:** Missing signage and incorrect, outdated, or missing information.
2. **Parking:** Improper slope or dimensions.
3. **Accessible Route:** Missing signage, improper slope, hazardous conditions along the route.
4. **Curb-ramps:** Improper slope.
5. **Bathrooms:** Incorrect dimensional clearance to features or fixtures.
6. **Pedestrian Ramps:** Missing handrails, level landings.
7. **Stairs:** Open risers, uneven treads, missing striping.
8. **Fixed Seating:** Lack of access for disabled path.
9. **Doors:** Inadequate strike clearance, excessive opening force required.
10. **Exits:** Missing or improper signage.

* **Bonus:** Be mindful of Detectable Warning Surface (Truncated Dome) placement!



Examples:

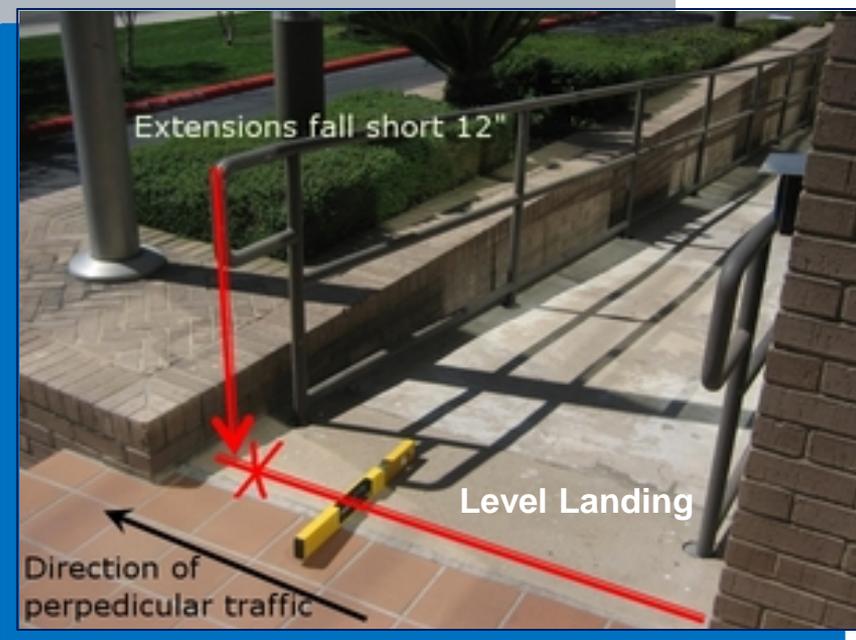
Common Questions



Selected Examples of Barrier Removal



Examples:



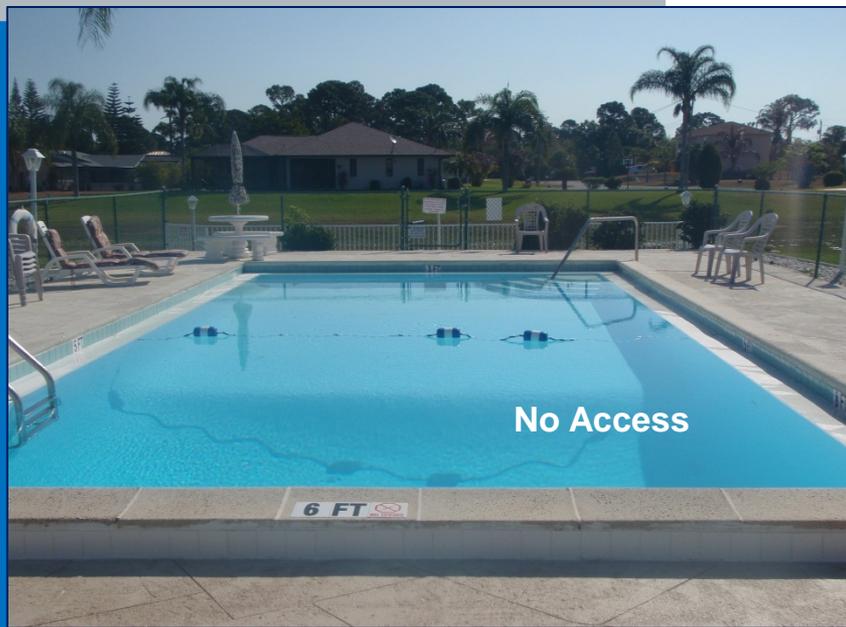
Examples:



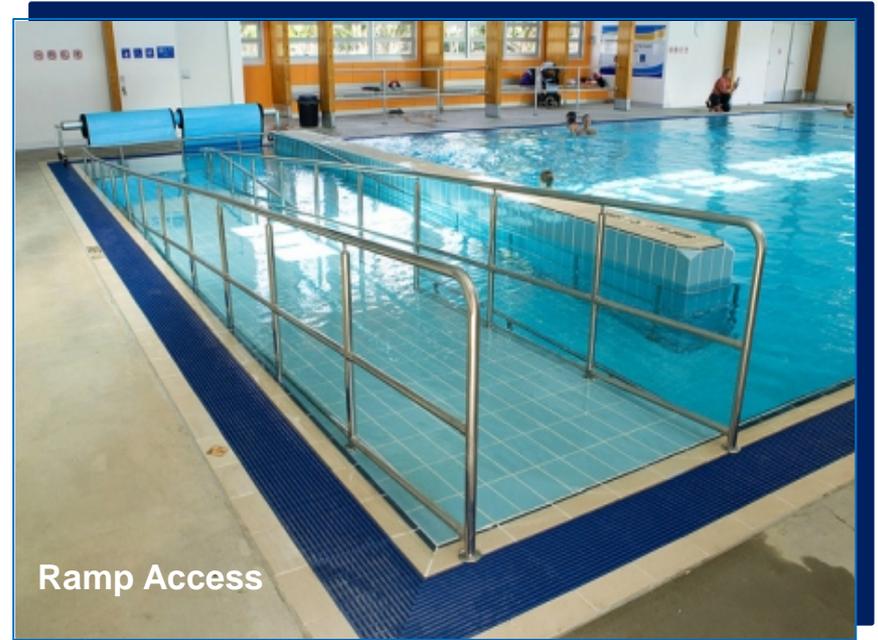
Examples:



Examples:



Examples:



Important and Useful Links:

- ❑ The Federal Access Board develops ADA Standards and enforces the Architectural Barriers Act (<http://www.access-board.gov/>)
- ❑ The US Department of Justice ADA homepage (<http://www.ada.gov/>)
- ❑ ADA Questions and Answers (<http://www.ada.gov/publicat.htm#Anchor-ADA-44867>)
- ❑ DSA Bulletin 11-07: Describes applicability and effective dates of ADA and CBC regulations (http://www.documents.dgs.ca.gov/dsa/bulletins/BU_11-07_rev08-16-11.pdf)



... More Important and Useful Links:

- ❑ California Access Compliance
(http://www.dgs.ca.gov/dsa/Programs/progAccess/access_manual.aspx)
- ❑ Certified Access Specialist Program, “CASp”
(<http://www.dgs.ca.gov/dsa/Programs/programCert/casp.aspx>)
- ❑ List of Certified Access Specialists
(https://www.apps.dgs.ca.gov/casp/casp_certified_list.aspx)
- ❑ California Chamber of Commerce
(<http://www.calchamber.com/GovernmentRelations/BusinessIssues/Pages/ADA.aspx>)





LABOR COMPLIANCE

Robert Embree

Caltrans, North Region
Labor Compliance Manager
(530) 741-4339

Objective:

Make the Contractors aware of the Labor Compliance, EEO and Subcontracting Requirements.



Overview:

- Labor Compliance
- Equal Employment Opportunity (EEO)
- Subcontracting

(<http://www.dot.ca.gov/hq/construc/constmanual/>)



Construction Administration Checklist:

- Labor Compliance:** Certified payrolls shall be spot-checked against daily diaries and prevailing wages, Division of Labor Standards Enforcement- Redding, (530) 229-2655 & (530) 229-0565.
- Equal Employment Opportunity (EEO):** Maintain records to ensure EEO requirements are performed and documented in contract record, Local agency's EEO Compliance Office- San Francisco, (800) 669-4000.
- EEO/Wage Rate/False Statements Posters:** Federal posters shall be posted for every worker to see at, or near, the contractor's office at the construction site or at the workers central gathering point.
- Employee Interviews:** There shall be employee interviews conducted.
- On the Job Training (OJT):** Are OJT requirements included in the contract, yes no. If yes, documentation will be retained in project files to account for the apprentices on the job.



Labor Compliance History:

- The Davis Bacon Act was Signed into Law in 1931
- The Intent was to Protect Local Businesses from Cut-throat Bidding Practice of Out of Area Contractors
- Established Local Standards for all Bidders (Level Fair Playing Field)



Federal Labor Laws:

- The Wages Paid to Laborers and Mechanics Must not be Less than the Predetermined Hourly Rates
- Must be Properly Classified According to the Work Actually Performed
- Paid at Least Once a Week
- Wages and the Minimum Wage Poster Must be Posted at the Job Site



... More About Federal Labor Laws:

- Full Wages Earned Must be Paid
- Deductions from Wages Must be Authorized
- Proper Payroll Records Must be Kept for a Period of Three Years
- Statement of Compliance Submitted Weekly for Work Performed
- Overtime Must be Paid for Work Performed Over 40 Hours in a Week



State Laws:

- First California Labor Laws Regarding Overtime Went into Effect in 1908
- Prevailing Wage Started in 1931
- Industrial Welfare Commission (IWC) 16 – Has to do with Required Breaks and Overtime
- NOTE:** You are Not Responsible for this
 - If You Get a Complaint Send them to DLSE
 - If You Get a Claim, Refuse it
- Frequently Used California Labor Code Sections:



California Labor Sections Law:

- ❑ 1774 - Requires that all workers be paid not less than the specified prevailing wage rate.
- ❑ 1775 - Requires that penalties be assessed against the contractor for failure to pay prevailing wages to employees.
- ❑ 1776 - Requires the contractor and subcontractor to keep accurate records of wages paid, specifies which persons and under what circumstances these records may be inspected, and provides penalties for failure to comply.
- ❑ 1777.5 & 1777.6- These sections pertain to apprenticeship standards and ratios, nondiscrimination and debarment



California Labor Code Sections 1810-1815

- Eight hours constitutes a legal day's work.
- Restricts work to eight hours per day and 40 hours per calendar week without overtime compensation.
- Requires contractor to keep accurate records of hours worked and be available for inspection by the awarding body.
- Provides penalties for violations of provisions of Section 1810 – 1815 by any contractor.
- Provides that persons violating provisions of Sections 1810 – 1815 are guilty of a misdemeanor.
- Provides overtime payment for hours of work in excess of eight hours per day or 40 hours per calendar week.



State Regulations:

- Regulations are found in Title 8 of the California Code of Regulations
- Expands and defines the state laws



Labor Compliance Procedures:

- Comparing all Day Labor Work to Certified Payrolls
- Employees' Names, Classifications and Wage Rates Should Match
- Ensuring that the Contractor Posts all Specified Posters, Notices, Wage Determinations, etc...At the Job Site



Pre-construction Conference:

- Labor Compliance
- Posters
- Subcontracting/Subletting
- Disadvantaged Business Enterprise/Disabled Veteran Business Enterprise (DBE/DVBE) Requirements
- Equal Employment Opportunity (EEO) Requirements



Labor Compliance Pre-job Checklist:

- ❑ State General Prevailing Wage Rates – Determined by the State of California, Director of Industrial Relations and are effective at the advertisement date. The expiration date has either a single or double asterisk:
 - *Single asterisk at time of advertisement means that wage rate can be used for the life of the contract.
 - **Double asterisk at time of advertisement means wage rate increases until such time a single asterisk wage rate is published.



Department of Industrial Relations:

The screenshot shows a Windows Internet Explorer browser window displaying the website for the State of California Department of Industrial Relations. The address bar shows the URL http://www.dir.ca.gov/OPRL/statistics_research.html. The website header includes the CA.GOV logo, the text "State of California Department of Industrial Relations", and navigation links for Home, Labor Law, Workplace Safety, Workers' Comp, Self Insurance, Apprenticeship, Director's Office, and Boards. A search bar is also present.

The main content area features a section titled "Director's office of Policy, Research and Legislation (OPRL)" with a sub-header "Director's Office of Policy, Research and Legislation (OPRL)". Below this, there is a paragraph stating: "In response to Governor Brown's Executive Order B-13-11, the functions of the Division of Labor Statistics and Research have been streamlined and incorporated into the Director's Office of Policy, Research and Legislation."

A "Statistics" section lists several links:

- Nonfatal occupational injuries & illnesses
- Fatal occupational injuries & illnesses
- Compliance Monitoring Unit (CMU)
- Director's General Prevailing Wage Determinations
- Director's Residential Prevailing Wage Determinations
- Public Works Coverage Determinations
- Director's Prevailing Wage Enforcement Decisions
- California Consumer Price Index
- Alternative workweek elections database
- Labor compliance programs
- Exemption for computer software employees (Labor Code Section 515.5)
- Exemption for licensed physicians and surgeons (Labor Code Section 515.6)

Additional links include "Frequently asked questions - Prevailing Wage", "Frequently asked questions - CPI", "Frequently asked questions - Off-Site Hauling", "Public records requests", and "Laws & regulations".

On the right side, there are "Quick Links" and "External Resources" sections. The "Quick Links" section includes:

- Alternative workweek
- Consumer Price Index
- Prevailing wage
- Labor compliance
- Public Works
- Fatality statistics

The "External Resources" section includes:

- California Labor and Workforce Development Agency
- Federal Bureau of Labor Statistics
- Employment Development Department

At the bottom of the page, there is a "What's New" section and a "Public Works Tool Kit" banner with the URL www.calpublicworks.com. The footer also includes the "Director's Advisory Committee on Public Works" logo.

The Windows taskbar at the bottom shows the Start button, several open applications (Robert Emb..., DBE, FPA Vi..., NetZero Mes..., Local Assist..., Microsoft Po..., Director's Of...), and the system tray with the time 8:55 AM.



Federal Wage Rates:

- Federal Wage Rates Can be Changed up to within 10 Days of Bid Opening by Addendum
- Federal Wage Rates Need to be Included in the Special Provisions, Not Referenced



Wage Rates:

- ❑ If there is a difference between the federal minimum wage rates predetermined by the Secretary of Labor and the state general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors must pay the higher wage rate.
- ❑ The Department will not accept State wage rates that are lower and not specifically included in the Federal minimum wage determinations. This includes "helper" or other classifications based on hours of experience or any other classification not appearing in the Federal wage determinations.



Payrolls:

- ❑ Complete and accurate payroll documents from the subcontractors and owner operators performing work on the job site are due weekly to the Contractor.
- ❑ Payrolls must show clearly proper **classification** (i.e., Lab-Grp 1, Plumber-Pipefitter, etc...), hours worked, wages paid, deductions, gross and net earned. All deductions must be specifically identified (i.e., garnishments, tools, etc...).
- ❑ Payroll records must be preserved for 3 years after completion of the project.



Covered Work:

- ❑ All workers employed in the execution of the contract on a public works project must be paid not less than the specified prevailing wage rates. A sole proprietor, partner, officer, etc. performing work on a public works project is also subject to prevailing wage rates and would have to be paid at the appropriate rate for the work performed.



... More Covered Work:

- All on Site Workers Performing Work on the Project
- Owners, Partners, Corporate Officers
- Concrete Pump Operators
- Soils and Materials Testing (California Law)
- Consultants and Inspection, 'Testing' (California Law)
- Installation or Repair at Site
- Fabrication Site Set-up for Exclusive Use of Job (On-site or Off-site)



... And More Covered Work:

- Borrow Pit (Set-up for Job – Not Previously Used)
- Fully Operated Equipment from Equipment Rental Firms
- Owner Operated Equipment
- Truckers (When Employed by Prime or Subcontractor):
 - Off Haul
 - Haul Designated in the Contract
 - Hauling Between Public Works Projects



Non-covered Work:

- Supervision (No Work or Incidental)
- Fabrication at Commercial Facility/Not Set-up Exclusive to the Job
- Commercial Material Sources
- Commercial Borrow Pit (Available to All and Previously Used)
- Commercial Repair Shop (Not Dedicated)
- Fabrication Site Not Set-up for Exclusive Use of Job
- Truckers Hauling from a Commercial Plant if Employed by the Commercial Plant



Daily Diaries:

- Recommend Use
- Possible Court Exhibits
- Refute Claims
- Contract Administration Responsibility
- Labor Cases



Daily Diaries:

- List Contractor Company Name, Employees, Classifications, Equipment they Operate and Hours Worked
- Designate Owner Operators of Equipment by Name (John Smith O/OP)
- One Diary Per Week Must Contain All of the Information to Verify Payrolls
- Legible Copy



Example:

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
ASSISTANT RESIDENT ENGINEER'S DAILY REPORT
 CEM 4801 REV 4/1999 CT# 7541-3504-6

Job Strip: _____ Report No: _____
 Date: 08/15/01
 M T W T F S S Circle Day
 Shift Hours Start 0700 Stop 1600

ASSISTANT RESIDENT ENGINEER'S DAILY PROJECT REPORT

Location & Description of Operation: CONTRACTOR CONTINUED WORKING SUBGRADE UP TO REESE CIRCLE (STA 420). THIS AREA BACK TO 394 IS READY FOR COMPACTION TEST. SUBCONTRACTOR PLACED L.C.B. FROM 384+40 TO 389 USING 90 C.Y. OF 4 SACK MIX.

			HOURS - ITEM NO.				WEATHER
EQUIPMENT AND / OR LABOR:			#16 - Roadway Et	#26 - Lean Conc. Base	#2 - Traffic Control	TOLE OR DOWN	OVERCAST
EQPT. NO.	NO. PERSONS	DESCRIPTION (Of Equipment or Labor)					REMARKS (Reason for idleness or other remarks)
L-10	1	3/4 TON PICK UP					BRAD PITT - OWNER
	1						ROBERT REDFORD - FOREMAN
L-54	1	CAT GRADER					ANDY GARCIA - OPERATOR
	1						
	1	PICK UP					GARY COOPER - LABORER
	1			8			BRUCE WILLIS - CARPENTER
	1			8			CAMERON DIAZ - LABORER
	1			8			JULIA ROBERTS - LABORER
				8			MEL GIBSON - LABORER

HOURS

EXISTING A.C. NEXT TO L.C.B. GLT OUT AT DRIVEWAY (406+50) DID NOT STAY IN PLACE. WILL HAVE CONTRACTOR PLACE EXTRA A.B. AT THIS LOCATION. THE REST OF THE CONTRACTORS CREW WAS HANDLING TRAFFIC CONTROL FOR THE STRIPING CREW WHO PUT DOWN THE MEDIAN EDGE LINE AND CENTERLINE BETWEEN ESPINOSA AND RALPH LANE (SEE PQW'S DIARY 08/09/01)

LANE CLOSURE: NB#2 LANE FROM RALPH LANE TO REESE CIRCLE

Signature: _____ Title: _____

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 263-2041 or TDD (916) 263-2044 or write Records and Forms Management, 1120 N Street, Sacramento, CA 95814. 51-92104



Request for Payroll, Public Records Request:

- Request Needs to Be in Writing
- Come in from FFC, CCC, Unions, etc...
- Obliterate Personal Information (Name, Address and Social Security Number from payrolls)



Claims/Case Process:

- Labor Compliance is Not a Claimable Item
- Case Penalties
- Process Review
- Department of Internal Revenue (DIR)/Labor Standards Enforcement enforces State Law



Subletting/Subcontracting Fair Practices Act:

- Requires Contractor to List Subcontracted Work in Excess of 0.5 of 1% of the Contractor's Bid Amount or \$10,000 (Whichever is Greater) with the Bid
- Building Contracts Must List Over 0.5 of 1%
- Excluded:
 - Lower tier subcontractors
 - Professional Services
 - Trucking
 - Suppliers



Subcontracting:

Compare The Following Lists Preferably Before The Pre Job:

1. Subcontractor Request - shows only 1st tier subcontractors and money is listed in bid item amounts
2. Subletting /Subcontracting List – shows only 1st tier subs over ½ of 1% or \$10,000, whichever is greater
3. DBE List - shows only DBEs (any tier, prime DBE, suppliers, truckers, etc.) and the money listed is the amount to be paid to the DBE, not the bid amount.

Make sure your field inspectors know the difference between the 3 lists and what subs are responsible for what items of work.



Substitution Procedures:

- ❑ The prime must request to substitute, in writing, to the County in conformance with the Subletting and Subcontracting Fair Practices Act prior to substitution. This includes adding or dropping a subcontractor.
- ❑ The County will then notify the original subcontractor, in writing, of the request to substitute with the reason why. The original sub is given (5) days from receipt of the notice of intent to substitute to request a hearing appealing the substitution.



Substitution Procedures:

- ❑ Approval is given if:
 - Listed subcontractor requests substitution (Verify)
 - No response within 5 days constitutes the sub's consent
 - Based on specific criteria in Subletting and Subcontracting Fair Practices Act. PCC 4107(a)
- ❑ Substitution hearing is requested – Decision rendered by Hearing Officer



Reasons for Substitutions:

- The subcontractor fails or refuses to execute a written contract
- The subcontractor becomes bankrupt or insolvent
- The subcontractor refuses to perform the subcontract
- The subcontractor fails or refuses to meet bond requirements
- The prime contractor proves to the awarding authority that the subcontractor was listed as the result of an inadvertent clerical error
This reason can only be used shortly after bid opening
- The subcontractor is not licensed
- Listed subcontractor's work is substantially unsatisfactory
- When the listed subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code
- When the awarding authority determines that a listed Subcontractor is not a responsible contractor



Avoiding Substitution Requests:

- Know your Subcontractors!
- Compare the:
 - DBE List
 - Subletting List of Subcontractors
 - Subcontract Requests
- Know Which Items Subcontractors are Responsible For
- Monitor Work to Catch Problems Early



Avoiding Substitution Requests:

- Notify Contractor as Soon as a Problem is Suspected on the Job Site – Verbally and in Writing
- Document in Diary
- Don't Suspend Work
- Unapproved Substitutions Require that up to 10% of the Subcontract Item Involved be Withheld



Questions?

- Internet Resources
- Thank You!



THANK YOU FOR YOUR PARTICIPATION

