

County of Orange, OC Public Works  
Ray Carmody DBA Carmody Construction Company

CT-063-20010944

## CONTRACT CT-063-20010944

FOR

## ORANGEWOOD CHILDREN'S HOME RESTROOM REPAIR

THIS Contract CT-063-20010944 for Orangewood Children's Home Restroom Repair, (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and Ray Carmody DBA Carmody Construction Company, with a place of business at 1240 Birch Tree Ct., La Habra, CA 90631; (hereinafter referred to as "Contractor"), which are sometimes individually referred to as ("Party"), or collectively referred to as ("Parties").

RECITALS

WHEREAS, County desires to enter into a Contract for Orangewood Children's Home Restroom Repair; and

WHEREAS, the County of Orange, OC Public Works has issued Regional Cooperative Agreement MA-080-18010674, (hereinafter referred to as "RCA"), now in effect; and

WHEREAS, Contractor agrees to perform the work described in the attached Scope of Work, identified and incorporated herein as Attachment A to this Contract, for the County in accordance with the terms, conditions, and pricing of the RCA, which is incorporated herein by this reference; and,

WHEREAS, County agrees to pay Contractor the fees as further set forth in the RCA.

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

- 1. Scope of Contract:** This Contract, including attachment(s), specifies the contractual terms and conditions by which the Contractor will perform the work described in the attached Scope of Work for for the Orangewood Children's Home Restroom Repair for the fixed price identified in this Contract.
- 2. Term:** This Contract shall commence upon execution of all necessary signatures and the issuance of a notice to proceed from the project manager and shall be completed within 120 business days of the County's issuance of the Notice to Proceed, unless County's Project Manager authorizes an extension of time in writing.
- 3. Compensation and Payment:** Contractor agrees to provide work for the Orangewood Children's Home Restroom Repair as set forth in Attachment A at the fixed rates specified in the RCA. Total compensation under this Contract shall not exceed **\$41,575**, unless approved in writing by County.
- 4. Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the work and any other deliverables under this Contract, as applicable, have actually been performed, received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in accordance with Attachment A.
- 5. Payroll Records:** Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

The requirements of Labor Code Section 1776 provide in part:

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- 1.1.1. Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.
- 1.1.2. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
  - (a) The information contained in the payroll record is true and correct.
  - (b) The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.
- 1.1.3 The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.
- 1.1.4 Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.
- 1.1.5 Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Sections 1771 et seq., and shall pay workers employed on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post a copy of these wage rates at the job site for each craft, classification, or type of worker needed in the performance of this Contract, as well as any additional job site notices required by Labor Code Section 1771.4(b). Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at [www.dir.ca.gov](http://www.dir.ca.gov). If the Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

6. **Registration of Contractors:** All contractors and subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. After award of the contract, Contractor and each Subcontractor shall furnish electronic payroll records directly to the Labor Commissioner in the manner specified in Labor Code Section 1771.4.

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7. **Prevailing Wage (Labor Code §1773):** Pursuant to the provisions of Section 1773 of the Labor Code of the state of California, the contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.
8. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' Project Managers' routine exchange of information and cooperation during performance of this Contract. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

County: Orange County Public Works  
Attn: Erika Metz  
1143 East Fruit Street  
Santa Ana, CA 92703  
Phone: 714-667-3295  
Email: [Erika.Metz@ocpw.ocgov.com](mailto:Erika.Metz@ocpw.ocgov.com)

cc: OC Public Works/Procurement Division  
Attn: Jennifer Mason  
601 N. Ross Street  
Santa Ana, CA 92701  
Phone: (714) 667- 9691  
Email: [Jennifer.Mason@ocpw.ocgov.com](mailto:Jennifer.Mason@ocpw.ocgov.com)

Contractor: Ray Carmoday DBA Carmody Construction Company  
Attn: Ray Carmody  
1240 Birtch Tree Ct  
La Habra, CA 90631-6939  
Phone: 714-870-4640  
Email: [CarmodyConst@aol.com](mailto:CarmodyConst@aol.com)

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IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date shown below their respective signatures.

**RAY CARMODY DBA CARMODY CONSTRUCTION COMPANY**  
a Sole Proprietorship

By - Ray Carmody

By \_\_\_\_\_

Print Name Ray Carmody

Print Name \_\_\_\_\_

Title Owner  
Corporate Title

Title \_\_\_\_\_  
Corporate Title

Date 2/18/2020

Date \_\_\_\_\_

**COUNTY OF ORANGE**  
A political subdivision of the State of California

By Jennifer Mason

Print Name Jennifer Mason

Title Deputy Purchasing Agent

Date \_\_\_\_\_

\* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

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**ATTACHMENT A**  
**SCOPE OF WORK/CONTRACTOR'S PRICING**

**I. SCOPE OF WORK:** Contractor shall provide all labor, materials, plans, and permits to perform the Work, as described in Paragraph III herein below, related to the Orangewood Children's Home Restroom Repair in accordance with the terms, conditions and pricing of RCA MA-080-18010674.

**II. LOCATION:**

Orangewood Children's Home  
401 The City Drive  
Orange, CA 92826

**III. MINIMUM CONTRACT REQUIREMENTS:**

A. For the purposes of this Contract, "Work" shall be defined as all actions necessary to accomplish the following tasks related to the Orangewood Children's Home Restroom Repair, including, if applicable, obtaining and providing necessary labor, materials, goods, and permits:

1. A 4" line is blocked, and needs to be cleared. Reroute and install new sewer line, vent for the toilet, lavatory, and sink.
2. Demo existing flooring and wall finishes.
3. Install new sewer line for the toilet, lavatory in the restroom, and sink in the exam room.
4. Test and inspect new sewer line.
5. Install new cleanout.
6. Backfill and compact the trench, prep for concrete.
7. Restore concrete.
8. Reinstall carpet tile in the hallway
9. Replace backer board in the restroom, and prep for wall tile installation.
10. Install floor tiles, cove, and wall tiles. Wall tiles to be 4' high above finished floor. Finishes to be determined by County staff.
11. Bring toilet flange to floor level.
12. Install new bathroom toilet (with flush assist), existing sink, new faucet for restroom, existing fixtures, and accessories (mirror, paper dispensers, soap dispenser, handrail, door stops, switch plates, etc.)
13. Paint the restroom walls and door.
14. Add restroom vent
15. Incorporate exhaust fan into existing ductwork and install access panel.

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16. Contractor shall warranty all labor, equipment, parts and materials incorporated into this work for a period of one (1) year from the date of acceptance.

Contractor shall complete all work to County's satisfaction.

#### IV. GENERAL CONTRACT REQUIREMENTS:

1. Work shall be performed during normal working hours or as coordinated with the project manager.
2. Contractor must ensure all precautions for safety are taken.
3. All Contractor vehicles parked on site shall be secure at all times.
4. Contractor shall furnish, install, and maintain all signage, warning devices, barricades, cones, etc. to protect the public, County Staff, and its workers during the performance of this Contract.
5. All tools and materials shall remain in Contractor's possession at all times.
6. All material that could inflict injury shall continuously be cleaned as work progresses.
7. All work areas shall be secured prior to the end of each work day.
8. Contractor employees are to smoke only in designated areas and are not to use profanity or other inappropriate language while on site.
9. Contractor shall dispose all removed material in accordance with Local, State and Federal regulations.

- V. **PRICING:** Pricing shall be firm fixed price for tasks. All price decreases will automatically be extended to the County. The fixed price shall include all costs associated with obtaining necessary permits.

**TOTAL CONTRACT AMOUNT NOT TO EXCEED: \$41,575**

- VI. **PAYMENTS:** Public Works Projects from \$5,000 to \$75,000 shall be paid by progress payments or by payment upon completion of the work as established in the Contract. County may process payment (s) up to 95 percent of the actual value of the work completed. Not less than 5 percent shall be withheld until the work is complete (PCC 9203). Retention shall be released in accordance with PCC 7107. Final payment shall be issued based on the completion of the work as described in this Contract; Project Manager accepts all the work. Final payment shall be issued based on the following: Completion of the work as described in this Contract; Project Manager accepts all the work. Partial payments will be allowed at discretion of the County of Orange Project Manager.

- VII. **INVOICING:** Invoices are to be submitted in arrears, after Work has been provided, to the address specified below. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment. The responsibility

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for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover Work, materials and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for materials or Work not provided or when materials or Work do not meet the contract requirements. Payments made by the County shall not preclude the right of the County from thereafter disputing any materials, goods, items or Work involved or billed under this contract and shall not be construed as acceptance of any part of the materials or Work.

The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

- A. Contractor's name and address
- B. Contractor's remittance address (if different from A above)
- C. Name of County agency department
- D. County Contract number
- E. Date(s) Work was performed
- F. Work (as specified above)
- G. Contractor's Federal I. D. number
- H. Total

Approved Invoices and support documentation are to be forwarded to:

OC Public Works/OC Facilities  
Attn: Erik Metz  
1143 E. Fruit Street  
Santa Ana , CA 92701