



Calaveras County

California

PUBLIC WORKS DEPARTMENT

BID BOOK

FOR CONSTRUCTION OF THE
RED HILL LANDFILL CELL A FINAL COVER REPAIR PROJECT
IN CALAVERAS COUNTY, CALIFORNIA

UNDER

Bid book dated January 16, 2015

Standard Specifications dated 2010

Project plans dated December 19, 2014

Standard Plans dated 2010

Advertising Date: February 10, 2015

Bids Open: March 6, 2015, at 11:00 a.m.

BID TO THE COUNTY OF CALAVERAS

NAME OF PROJECT: Red Hill Landfill Cell A Final Cover Repair project

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE NO: **AREA CODE () _____**

FAX NO: **AREA CODE () _____**

E-MAIL _____

CONTRACTOR LICENSE NO. _____

1. Bidder agrees, if this bid is accepted, to enter into a contract with the Department, in the form included in this Bid Book, to perform the work provided in the Contract under the terms of the Contract for the price or prices bid.

For a lump sum or unit price based bid, Bidder additionally agrees to perform the work within the number of working days shown on the *Notice to Bidders*.

For a cost plus time based bid on a contract without a plant establishment period, Bidder additionally agrees to perform the work within the number of working days bid.

For a cost plus time based bid on a contract with a plant establishment period, Bidder additionally agrees to perform the non-plant establishment work within the number of working days bid for non-plant establishment work.

2. For a lump sum based bid, Bidder submits this bid with a total price in the total bid space provided on the Bid Item List. For a unit price or cost plus time based bid, Bidder submits this bid with a unit price and the item total (the product of the unit price and the quantity) for each item and a total price (the sum of the item totals) in the spaces provided on the attached Bid Item List. For a unit price with additive item based bid, Bidder submits this bid with a unit price and an item total for each item and a total base bid (the sum of the item totals) and the additive items in the spaces provided on the attached Bid Item List. Additionally, for a cost plus time based bid, Bidder submits this bid with working days bid for non-plant establishment work, total bid for time, and total bid for bid comparison in the spaces provided on the Bid Item List. Bidder agrees:

- 2.1. If a discrepancy between the unit price and the item total exists, the unit price prevails except:

2.1.1. If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.

2.1.2. If a decimal error is apparent in the product of the unit price and the quantity, the Department will use either the unit price or item total based on the closest by percentage to the unit price or item total in the Department's Final Estimate.

- 2.2. If the unit price and the item total are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.

- 2.3. Bids on lump sum items are item totals. If a unit price for a lump sum item is entered and it differs from the item total, the item total prevails.

- 2.4. Entries are to be expressed in dollars or decimal fractions of a dollar. Symbols such as commas and dollar signs are ignored and have no significance in establishing unit price or item total.
- 2.5. Unit prices and item totals are interpreted by the number of digits and decimal placement. Do not round item totals or the total bid.
- 2.6. For a lump sum based bid, the item total is the bid amount the Department uses for bid comparison.
For a unit price based bid, the sum of the item totals is the bid amount the Department uses for bid comparison.
For a cost plus time based bid, the sum of the item totals and the total bid for time is the bid amount the Department uses for bid comparison.
- 2.7. The Department's decision on the bid amount is final.
- 3. The term "Contract Documents" means and includes the following:
 - 3.1. Notice to Bidders
 - 3.2. Instructions to Bidders
 - 3.3. Bid to the County of Calaveras County
 - 3.4. List of Subcontractors
 - 3.5. Equal Employment Opportunity Certification, Noncollusion Affidavit, Public Contract Code, Public Contract Code Statements, Debarment and Suspension Certification,
 - 3.6. Bid Bond
 - 3.7. Sample Agreement
 - 3.8. Performance Bond
 - 3.9. Payment Bond
 - 3.10. Workers Compensation Certificate
 - 3.11. Special Provisions
 - 3.12. Standard Specifications
 - 3.13. Standard Plans
 - 3.14. Any Referenced Specifications
 - 3.15. Notice of Award
 - 3.16. Notice to Proceed
 - 3.17. Change Orders (as may be executed)
 - 3.18. Design Drawings

4. Bidder has and acknowledges the following addenda:

5. Bidder submits this bid with one of the following forms of bidder's security equal to at least 10 percent of the bid:

Cash \$ _____, Cashier's Check, Certified Check, Bidder's Bond

6. Bidder's signature is an affirmation of the included certifications. Bidder is cautioned that making a false certification may result in one or more of the following:
- 6.1. Criminal prosecution
 - 6.2. Rejection of the bid
 - 6.3. Rescission of the award
 - 6.4. Termination of the Contract

BY *(Authorized Signature)*

DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

BID ITEM LIST

Item No.	Specification Section	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
1	01025 – 1.3.1	MOBILIZATION/DEMOBILIZATION	LS	1		
2	01025 – 1.3.2	LAYOUT OF WORK SURVEYS	LS	1		
3	01025 – 1.3.3	TEMPORARY CONTROLS	LS	1		
4	01025 – 1.3.4	CLEARING AND STRIPPING	SF	5,000		
5	01025 – 1.3.5	REMOVAL OF EXISTING VEGETATIVE COVER LAYER	CY	1,112		
6	01025 – 1.3.6	EXISTING CLAY CAP PREPARATION	SF	15,330		
7	01025 – 1.3.7	REPLACEMENT OF VEGETATIVE COVER LAYER	CY	710		
8	01025 – 1.3.8	ANCHOR TRENCH TERMINATIONS	LF	537		
9	01025 – 1.3.9	HIGH PERFORMANCE TURF REINFORCEMENT MAT	SF	15,867		
10	01025 – 1.3.10	SEEDING	SF	15,330		
11	01025 – 1.3.11	DRAINAGE IMPROVEMENTS	LS	1		

Bid Total _____

BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) – PART I

The Bidder must identify each subcontractor performing work in an amount in excess of ½ of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.). Complete columns 1 through 4 and submit with the bid. Failure to provide complete information in columns 1 through 4 will result in a nonresponsive bid.

Column 1: Business Name and Location	Column 2: Bid Item Nos.	Column 3: Percentage of Bid Item Subcontracted	Column 4: Description of Subcontracted Work

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS BID SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS BID)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that **he has** _____,

has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the COUNTY OF CALAVERAS, *DEPARTMENT OF PUBLIC WORKS*.

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification.

PUBLIC CONTRACT CODE SECTION 6101 STATEMENT

In conformance with Public Contract Code Section 6101, the bidder certifies compliance with state and federal law with respect to the employment of undocumented aliens by signing this bid on the signature portion thereof.

PUBLIC CONTRACT CODE SECTION 7110 STATEMENTS

In conformance with Public Contract Code Section 7110, the Contractor hereby acknowledges the following policy of the State:

It is the policy of this state that anyone who enters into a contract with a state agency shall recognize the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code.

In conformance with Public Contract Code Section 7110, the Contractor hereby acknowledges that, to the best of its knowledge, it is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

Note:

- The above Statements are a part of the Bid. Signing this Bid on the signature portion thereof shall also constitute acknowledgement of these Statements. Bidders are cautioned that making false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space (use additional sheets if necessary).

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Notes:

- The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

- Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.
- Bidders are cautioned that the state may rescind this contract if the bidder has falsely certified to the truthfulness of the above statement.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder **has** **has not** been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Notes:

- The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided above.
 - If the bidder has responded that it has been convicted of such an offense within the past 3 years, provide the specific information about the violation, date and ultimate resolution of each conviction in the space provided below.
 - The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement.
 - Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.
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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____ as Principal,
and _____ as Surety,
are hereby held and firmly bound unto the COUNTY OF CALAVERAS as Owner in the penal
sum of

_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind
ourselves, successors, and assigns.

Signed this ____ day of _____, 20____.

The condition of the above obligation is such that whereas the Principal has submitted to the
COUNTY OF CALAVERAS a certain Bid, attached hereto and hereby made a part hereof to
enter into a Contract in writing, for the construction of the Red Hill Landfill Cell A Final Cover
Repair project.

NOW, THEREFORE,

- a. If said Bid shall be rejected, or
- b. If said Bid shall be accepted and the Principal shall execute and deliver a
Contract in the Form of Contract attached hereto (properly completed in
accordance with said Bid) and shall furnish a Bond for his faithful performance of
said Contract, and for the payment of all persons performing labor or furnishing
materials in connection therewith, and shall in all other respects perform the
Agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being
expressly understood and agreed that the liability of the Surety for any and all claims hereunder
shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety
and its Bond shall be in no way impaired or affected by any extension of the time within which
the Owner may accept such Bid; and said Surety does hereby waive notice of any such
extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals,
and such of them as are corporations have caused their corporate seals to be hereto affixed
and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

Surety

By:_____

CONSTRUCTION SERVICES AGREEMENT

For

Red Hill Landfill Cell A Final Cover Repair Project Calaveras County, California

THIS AGREEMENT (Agreement) is made and entered into this (date) day of (Month) 20__, between the COUNTY OF CALAVERAS, a political subdivision of the State of California (County), and (NAME OF COMPANY) (Contractor) a California Corporation for construction services.

RECITALS

WHEREAS, professional construction services are needed for construction of the Red Hill Landfill Cell A Final Cover Repair Project; and

WHEREAS, this expertise is not available from within County forces; and

WHEREAS, the Contractor has represented to the County that it has the necessary training, experience, skills, and competency to provide the services, goods, and materials that are described in the Agreement and is qualified and willing to provide the County the professional services needed for this project; and

WHEREAS, the Contractor understands that the County is relying upon those representations in entering into this Agreement.

NOW, THEREFORE, the County and the Contractor agree as follows:

TERMS & CONDITIONS

SECTION 1 SCOPE OF WORK

The Contractor shall provide all labor, materials, equipment, and related resources necessary to complete the services described in the project plans and in the Notice to Bidders and Special Provisions, which are attached to this Agreement and incorporated by reference. The Contractor shall mobilize the necessary equipment and supplies to the jobsite on - , California as described in the Agreement and Special Provisions, as requested by and in a manner satisfactory to the Director of Public Works or his/her designee (for the purposes of this Agreement, this individual shall be referred to as the "County Contract Manager").

The Contractor hereby represents that before bidding, Contractor staff carefully evaluated the project, visited the site of the work and fully informed themselves as to all existing conditions at the site and limitations of information provided by the County regarding the site. The Contractor further represents that they are satisfied as to the nature and location of the work, the general and local conditions, conditions of the site, availability of labor, materials on the site, the kind of equipment needed, the requirements of various trades or crafts needed to perform the work and all other matters which in any way affect the work or cost. The Contractor agrees

that their failure to become acquainted with all available information concerning conditions shall not relieve them from their bid or their responsibility for estimating properly the difficulties or cost of the work, or the requirements for any trade, craft, or portion of the work.

The Contractor further represents that the Agreement price shall include everything necessary for the completion of work and fulfillment of this Agreement for Construction Services within the time specified including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities, and all management, superintendence, labor and services. The Agreement price includes allowances for all Federal, State and local taxes and payment of the prevailing wages required by applicable law. All such work shall be in strict accordance with applicable local, State, and Federal laws, regulations, and guidelines and shall comply with industry standards.

The County will provide access to the sites at mutually-agreeable days and times. All work shall be done in a manner that offers minimum interference and disruption to the normal activities of the sites. Contractor must comply with all site security guidelines.

Upon completion of work to the satisfaction of the County, all Contractor's equipment, materials, debris, and scraps shall be removed from the site.

SECTION 2 AGREEMENT TERM

2.1 COMMENCEMENT AND COMPLETION

The work shall be commenced on the date specified in the County's "Notice to Proceed" and shall be fully completed no later than (DATE) , or such additional time as may have been provided by Change Order. If substantial progress has not been made within 15 days following notice, then the County shall have the option of terminating the Agreement. Under no circumstances shall the Contractor begin work or incur costs associated with this Agreement without a Notice to Proceed from County.

2.2 TIME IS OF THE ESSENCE

If the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in accordance with the liquidated damages provision herein.

2.3 AGREEMENT EXTENSION

Notwithstanding the term set forth above in Section 2.1, and unless this Agreement is terminated by either party prior to its termination date, if it is determined to be necessary the County has the option to extend the term of the Agreement for up to ninety (90) days. The County will notify the Contractor in writing if an extension of the Agreement has been authorized.

2.4 DELAY

The Contractor specifically acknowledges and agrees that a time extension is the sole remedy for delays caused by the County, and agrees to make no claim for additional damages for such delay. Contractor shall be entitled to a price adjustment with such time

extension Change Order, but such price adjustment shall be limited to Contractor's direct additional costs to perform the Agreement subject to verification by the County.

SECTION 3 AGREEMENT PRICE

County shall pay Contractor for the full and complete performance of this Agreement not to exceed _____ dollars (\$_____.00) as outlined in Section 1.

3.1 INVOICE CONTENT

Invoices or applications for payment to the County shall be detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the Agreement is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment and subcontractor work.

3.2 CHANGES IN THE WORK

County may order additions, deletions, or revisions in the work which shall be authorized by a written Change Order. Circumstances may occur where Contractor may need to apply for a change in the Agreement. Such changes must be applied for in writing in advance by Contractor and approved prior to commencing the additional work. Changes in Agreement price due to change orders shall be established either by (1) unit prices (where bidding was done by unit price), (2) based on the actual cost of the work (including but not limited to all labor and materials) plus an amount not to exceed 15 percent (15%) for overhead and profit together, or (3) by mutual acceptance of a lump sum.

SECTION 4 MATERIALS

All materials and equipment to be provided to County by Contractor shall be of good quality and new unless the Agreement provides otherwise. Whenever materials are specified or described in the Agreement Specifications by using the name of a proprietary item or a particular supplier, it is intended to establish the type, function, and quality required. Any substitutions must be expressly consented to by County in advance of installation or use.

SECTION 5 WARRANTY AND CORRECTION PERIOD

If, within one year after the date of completion and County's acceptance of the work (or such longer period of time as may be prescribed by law or regulations), any work is found to be defective, Contractor shall promptly, without cost to County and in accordance with County's written instruction, either correct such defective work, or, if it has been rejected by County, remove it from the site and replace it with non-defective work. If Contractor is unable to promptly and properly correct any defective work, County may at its option have the work corrected by such other means as County deems appropriate and hold Contractor liable for all direct, indirect and consequential costs caused by such defective work and its correction. The warranty shall apply to all work found to be "defective" which is attributable to the quality or quantity of the materials used, the quality of the workmanship or for lack of proper performance under the Agreement. The warranty obligation shall not limit the County's right

to otherwise seek damages in the event of any failure by Contractor to properly perform under this Agreement.

SECTION 6 NOTICES

Any notice, demand, request, consent, approval or communication that any party desires or is required to give any other party shall be in writing and either be delivered personally, by pre-paid first-class mail, by facsimile, or by electronic mail (email). Regardless of the method of transmittal, acknowledgment of receipt by the other party is required. Any such writing shall be addressed as follows:

COUNTY

Robert J. Pachinger, Interim Director
Calaveras County Public Works
891 Mountain Ranch Road
San Andreas, CA 95249
Phone 209-754-6401
Fax 209-754-6664
ntumminello@co.calaveras.ca.us

CONTRACTOR

Name/Title _____
Company _____
Address _____
Address _____
Phone _____
Fax _____
Email _____

SECTION 7 LUMP SUM PAYMENT

Payment in full for the completed project will not be due until at least thirty (30) days after completion of the project. Acceptance of final payment will be deemed a waiver of all claims except those which are timely made pursuant to the claims provision of this Agreement.

SECTION 8 PROGRESS PAYMENTS

8.1 EXTENDED PROJECTS

Where the time anticipated to complete the scope of work exceeds forty-five (45) days, the Contractor may apply for progress payments on a monthly basis. To initiate a progress payment, the Contractor shall submit a signed application for payment covering the work completed to date ("Progress Work"), accompanied by supporting documentation to the County's satisfaction. Monthly progress payments shall be made subject to a five percent (5%) withhold as specified therein. Therefore, progress payments will be in an amount equal to ninety-five percent (95%) of the Progress Work. The total amount withheld by the County shall not exceed five percent (5%) of the total contract price.

Once each month, County shall cause an estimate to be made covering the work completed as of the date of the estimate. No materials shall be paid for until incorporated into the work.

8.2 PAYMENT OF PROGRESS PAYMENT

County will submit each progress pay estimate to Contractor. Upon receipt back from Contractor of a signed copy of the pay estimate, County shall process the pay estimate for payment. The amount approved by County will become due thirty (30) days after receipt of the signed progress pay estimate. Payment shall be made by County to Contractor unless County has knowledge of claims or liens filed in connection with the work.

8.3 SCHEDULE OF VALUES

The Bid Book values established for the work will serve as the basis for progress payments and will be incorporated into a form of application for payment acceptable to County. Progress payments on account of unit price work will be based on the number of units completed.

8.4 AMOUNTS OF PROGRESS PAYMENT

Prior to completion, progress payments will be in an amount equal to:

8.4.1 Ninety- Five Percent (95%) of Progress Work. Ninety-Five percent (95%) of the Progress Work, and

8.4.2 Agreement Balance. Thirty (30) days after recordation of a Notice of Completion by the County, County will pay an amount sufficient to increase total payment to Contractor to one hundred percent (100%) of the Agreement price, less such amounts as County shall determine in accordance with this Agreement.

8.4.3 Escrowed Security Alternation. The Contractor may elect to receive 100% of payments due under this Agreement from time to time, without retention of any portion of the payment by the County, by depositing securities of equivalent value with County in accordance with the provisions of Section 4590 of the *California Government Code*. Securities eligible for investment shall include those listed in Section 16430 of the *California Government Code*, or bank or savings and loan certificates of deposits. Such securities, if deposited by the bidder, shall be valued by County whose decision on the valuation of the securities shall be final. The bidder shall be the beneficial owner of any securities substituted for money withheld and shall receive any interest thereon. These deposited funds shall be covered by an escrow agreement in a form approved by the County.

8.5 COUNTY MAY REFUSE TO MAKE PAYMENT

County may refuse to make payment of the full amount or any part if, in County's opinion, it would be incorrect to make such payment. County may also refuse to make any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payments previously recommended, to such extent as may be necessary in County's opinion to protect County from loss because:

8.5.1 Defective Work. The work is defective, or completed work has been damaged requiring correction or replacement,

8.5.2 Reduction in Price. The Agreement price has been reduced by written amendment or change order,

8.5.3 Required Corrections. Contractor has been required to correct defective work or complete work, or

8.5.4 Suspension or Termination. Of County's actual knowledge of the occurrence of any of the events enumerated in paragraphs relating to suspension of work and termination.

8.5.5 Liens or Claims. County may refuse to make payment of the full amount because claims have been made against County on account of Contractor's performance or furnishing of the work or liens have been filed in connection with the work or there are other items entitling County to a set-off against the amount recommended, but County must give Contractor immediate written notice stating the reasons for such action.

8.6 CONTRACTOR'S WARRANTY OF TITLE

Contractor warrants and guarantees that title to all work, materials and equipment covered by any application for payment, whether incorporated in the project or not, will pass to County no later than the time of payment free and clear of all liens.

8.7 COMPLETION AND FINAL INSPECTION

When Contractor considers the entire work ready for its intended use, Contractor shall notify County in writing as set forth in Section 6 above, that the entire work is completed. Within a reasonable time thereafter, County and Contractor shall make an inspection of the work to determine the status of completion. If County does not consider the work complete, County will notify Contractor in writing as set forth in Section 6 above, giving the reasons therefore. If County considers the work incomplete, County will prepare and deliver a list of items to be completed or corrected before final payment. Contractor shall immediately take such measures as are necessary to complete or correct the listed items.

8.8 ACCEPTANCE AND APPLICATION FOR PAYMENT

After Contractor has completed all such measures to remedy deficiencies to the satisfaction of County and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents, property owner's releases and other documents, and after County has indicated that the work is acceptable, Contractor may make application for final payment. In lieu thereof and as approved by County, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases and receipts include all labor, services, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which County or County's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any subcontractor or supplier fails to furnish a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to County to indemnify County against any lien.

8.9 FINAL PAYMENT

If, on the basis of County's review of the final application for payment and accompanying documentation, County is satisfied that Contractor's obligations have been fulfilled, County will, within ten days after receipt of the final application for payment, process the application for payment. Otherwise, County will return the application to Contractor, indicating in writing the reasons for refusing to make final payment, in which case

Contractor shall make the necessary corrections and resubmit the application. Thirty (30) days after presentation to County of the application and accompanying documentation, in appropriate form and substance, or thirty (30) days after recording of a Notice of Completion, whichever date is later, the amount will become due and will be paid by County to Contractor.

8.10 CONTRACTOR'S CONTINUING OBLIGATION

Contractor's obligation to perform and complete the work shall be absolute. Neither the issuance of a Certificate of Substantial Completion, nor any payment by County to Contractor, nor any use or occupancy of the work or any part thereof by County, nor any act of acceptance by County nor any failure to do so, nor any review and approval of a shop drawing or sample submission, nor the issuance of a Notice of Acceptability, nor any correction of defective work by County will constitute an acceptance of work or a release of Contractor's obligation to perform the work.

SECTION 9 ATTACHMENTS

Attachments referred to herein are included and by this reference incorporated herein. Check if appropriate.

- Bid Book
- Notice to Bidders and Special Provisions
- Project Plans

SECTION 10 PERFORMANCE AND PAYMENT BONDS

Pursuant to the provisions of the California Civil Code Section 3247, the Contractor shall, prior to the performance of any work covered by this Agreement, provide to County in such form as may be acceptable to County, a "performance bond" guaranteeing the faithful and timely performance of the work to be performed under this Agreement and guaranteeing the work for a period of one full year from the date of the completion of the work (which shall be evidenced by the filing of a Notice of Completion by County) and a separate "payment" guaranteeing payment to any laborer, subcontractor and/or material supplier for the work under this Agreement.

10.1 BONDS

Contractor shall furnish two bonds each in the amount of 100 percent (100%) of the Agreement price, one as security for the faithful performance of the work, and the other as security for the faithful payment and satisfaction of all persons furnishing materials and performing labor for the project. The labor and materials bonds shall remain in effect until the Notice of Completion is issued. The performance bond shall remain in effect until the running of the warranty period. The bonds shall be issued by a corporation duly licensed surety company and accompanied by a certified copy of the authority to act.

For projects \$25,000 or less the County can determine that bonds are not required. The Contractor shall furnish bonds in the amount of 100 percent (100%) of the Agreement price, or may post negotiable securities in accordance with the following procedures:

Negotiable securities shall be endorsed over to the County and shall be held by County under a surety deposit agreement until Contractor has fully complied with all applicable

laws and provisions of the County's Public Works Agreement prerequisite to the release thereof. An administrative fee shall be charged by County for the execution of the surety deposit agreement in the amount of \$100.00. The Director of Public Works or his or her designee shall be authorized to execute all security deposit agreements, the form of which shall be as approved by the County Counsel.

10.1.1 Default. In the event of a default by Contractor, County shall notify Contractor and request specifics of the default and shall extend a reasonable time to Contractor to cure same or to pay such damages as County may reasonably assess under the terms of the Public Works Agreement. County shall not release the bonds or security until Contractor has fully performed under the Agreement. If Contractor fails to promptly cure any breach or to pay such damages as may have been reasonably assessed after notification of the breach and/or of the assessment of damages, County shall proceed to sell the securities and/or make demand on the bonds.

10.1.2 County Reserves the Right. County reserves the right to accept or to reject the tender or any bond or security as being sufficient to protect the interest of the County.

SECTION 11 SUSPENSION OF WORK

County may, at any time and without cause, suspend the work or any portion thereof for a reasonable period of time by notice in writing to Contractor.

SECTION 12 TERMINATION OR ABANDONMENT

Except as limited by law or regulation, County may terminate this Agreement upon the occurrence of any one or more of the following events.

12.1 VOLUNTARY BANKRUPTCY CODE

If Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other Federal or State law in effect at such time relating to the bankruptcy or insolvency;

12.2 PETITION BANKRUPTCY CODE

If a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other Federal or State law in effect at the time relating to bankruptcy or insolvency;

12.3 GENERAL ASSIGNMENT

If Contractor makes a general assignment of its obligations and/or compensation under this Agreement;

12.4 ENFORCING A LIEN

If a trustee, receiver, custodian or agent of Contractor is appointed under applicable law or under Agreement, whose appointment or authority to take charge of property of Contractor

is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors;

12.5 INABILITY TO PAY

If Contractor admits in writing an inability to pay its debts generally as they become due;

12.6 FAILURE TO PERFORM WORK

If Contractor fails to perform the work in accordance with the Agreement documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the time schedule);

12.7 DISREGARDS ORDINANCES OR LAWS

If Contractor disregards ordinances, laws or regulations of any public body having jurisdiction;

12.8 DISREGARDS COUNTY SUPERVISORY STAFF

If Contractor disregards the authority of County's supervisory staff;

12.9 VIOLATION OF PROVISIONS

If Contractor otherwise violates in any substantial way any provisions of the Agreement including any and all documents attached to or referenced by this Agreement.

County may, after giving Contractor seven days written notice, terminate the services of Contractor, exclude Contractor from the site and take possession of the work, incorporate in the work all materials and equipment stored at the site or for which County has paid Contractor but which are stored elsewhere, and finish the work as County may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Agreement price exceeds the direct, indirect and consequential costs of completing the work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) such excess will be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall be liable to pay the difference to County. When exercising any rights or remedies under this paragraph, County shall not be required to obtain the lowest price for the work performed. Where Contractor's services have been terminated by County, the termination will not affect any rights or remedies of County against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by County will not release Contractor from liability.

SECTION 13 LIQUIDATED DAMAGES

If the work is not completed by Contractor in the time specified in Section 2 of the Agreement, or within any period of extension authorized pursuant to a duly issued Change Order, Contractor acknowledges and admits that the County will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages. Therefore, it is agreed by and between the Contractor and the County that the Contractor shall pay to the County as fixed and liquidated damages, and not as a penalty, a sum equal to one-half of one percent of the Agreement price, or the sum of two hundred fifty dollars (\$250.00), whichever is greater, for each calendar day of delay until the work is completed and accepted, and that both Contractor and Contractor's surety shall be liable for the total amount thereof, and that the County may

deduct said sums from any monies due or that may become due to Contractor, prior to determining the final amount due to Contractor.

SECTION 14 RISK OF LOSS

Liability for loss or damage to equipment materials, work completed or services occurring on or off the site shall be the responsibility of Contractor. Liability for completed work shall not be assumed by County until both the work has been completed and County has accepted the work as complete.

Contractor shall be solely responsible for any and all damages extending from the performance of this project including but not limited to any landscaping and parked vehicles. Contractor shall restore all damaged property to its original condition at Contractor's expense.

SECTION 15 INDEPENDENT CONTRACTOR LIABILITY AND INSURANCE

It is understood and agreed by all the parties hereto that Contractor is an independent Contractor and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor shall have no claim against County for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence. Contractor shall indemnify and hold County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

Contractor shall be liable for all damages and injury which shall be caused to County or any other property on or in the vicinity of the work or which shall occur to any person or persons or property whatsoever arising out of the performance of this Agreement. Contractor, at his/her own cost and expense, shall procure and maintain during his/her performance of this Agreement, a policy of liability and other insurance acceptable to County and an admitted California surety as is appropriate and/or as may be required in the special conditions, for the work being performed and furnished and which will provide complete protection to the County.

Policies shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. The policy will name the County, its Officers, Agents, Subcontractors, and Employees as additional insurers in amounts not less than:

1. \$500,000.00 for injury to or death of one person and, subject to such limitation for injury to or death of one person, of not less than \$1,000,000.00 for injury to or death of two or more persons as a result of any one accident or incident.
2. \$500,000.00 for damage to or destruction of any property of others.
3. Or as an alternative to 1 and 2 above, \$1,000,000.00 bodily injury and property damage combined.

The above referenced policy of insurance shall contain a provision that the insurance provided by the policy shall be primary as to any other insurance available to the additional insured and a provision requiring that written notice be given County at least thirty (30) days prior to cancellation or reduction of any coverage required by this Agreement. Should any such notice be given before completion of the work hereunder, or should any such policy be cancelled before completion of said work, County may renew the policy or procure a new policy conforming herewith and deduct the cost thereof from any amounts of money due Contractor.

SECTION 16 WORKER'S COMPENSATION CERTIFICATION

Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Agreement.

Initials: _____

Contractor, at their own cost and expense, shall procure and maintain during their performance of this Agreement a policy of Worker's Compensation or employer's liability insurance, issued by an insurance company acceptable to County for the protection of his employees, including executive, managerial, and supervisory employees, engaged in any work required by this Agreement.

Before Contractor shall commence work under this Agreement and before any subcontractor shall commence work under any subcontract executed pursuant to this Agreement, Contractor shall deposit or cause such subcontractor to deposit a certificate evidencing each policy of insurance required by this Agreement with County.

SECTION 17 LICENSES, PERMITS AND TAXES

Unless otherwise provided in the special Agreement provisions, Contractor shall obtain and pay for all construction permits, licenses or other permits necessary to complete the work and shall be liable for all governmental charges, inspection fees, utility connection charges, sales, consumer, use and other taxes.

Contractor represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Contractor to practice its profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

SECTION 18 INDEMNIFICATION

The Contractor shall indemnify and hold harmless County, its elected representatives, officers, agents, and employees from and against claims, demands, losses, defense costs (including reasonable attorney fees), expenses or liability of any kind or nature, for personal injury, death, or property damage to the extent arising out of:

1. Any negligent act, error or omission, or willful act by Contractor, its officers, agents, or employees, in performing the services, responsibilities or duties required of the Contractor by this Agreement; or
2. Any breach of any statutory, regulatory, contractual, or legal duty of any kind related, directly or indirectly, to the services, responsibilities or duties required of the Contractor by this Agreement

SECTION 19 COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 20 GENERAL COMPLIANCE WITH LAWS AND FEES

The Contractor shall be required to comply with all Federal, State and local laws and ordinances applicable to the performance of the work covered by this Agreement.

SECTION 21 ARBITRATION

For claims under \$375,000, County shall have the option of electing arbitration pursuant to Public Contracts Code Sections 10240, et seq. If County does not so elect, the provisions of Public Contracts Code Section 20104 shall apply. For claims which are above \$375,000, the arbitration provisions of this Agreement are voluntary. Neither County nor Contractor shall be required to enter into arbitration for amounts above \$375,000. Written consent of both parties to arbitrate such claims shall be a prerequisite to such arbitration. If the parties agree to arbitrate claims above \$375,000, the provisions of Public Contracts Code Sections 10240, et seq. shall be utilized.

SECTION 22 PREVAILING WAGE RATES

In accordance with the provisions of Section 1770 and 1773 of the Labor Code, the County of Calaveras has determined the general prevailing rate of wages applicable to the work to be done. These rates are on file in the Department of Transportation. The Contractor shall post a copy of the wage rates on the job site. Pursuant to California Labor Code Section 1775, Contractor shall forfeit a penalty for each worker paid less than the prevailing rates for such work or craft, and said amounts shall be distributed pursuant to the requirements of said Section 1775. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed.

SECTION 23 EMPLOYMENT OF APPRENTICE LABOR

Reference is hereby made to Section 1777.5 of the Labor Code of the State of California, which regulations shall govern the employment of apprentices on the work. Compliance with this Section shall be the responsibility of the Contractor.

SECTION 24 SUBLETTING AND PERSONNEL ASSIGNMENTS

The Contractor acknowledges and agrees that the subletting or transfer of any portion of the work covered by this Agreement, except as otherwise provided herein, shall be prohibited.

Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Contractor to perform services pursuant to this Agreement, Contractor shall remove any such person immediately upon receiving written notice from County of its desire for removal of such person or persons.

SECTION 25 PAYROLL RECORDS

Contractor shall be responsible for keeping accurate payroll records as required by California Labor Code Section 1776.

SECTION 26 NONDISCRIMINATION

Throughout the duration of this Agreement, Contractor shall not unlawfully discriminate against any employee of the Contractor or of the County or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex or sexual orientation. Contractor shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination.

Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. Contractor shall give written notice of its obligations under this clause to any labor agreement. Contractor shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

SECTION 27 GOVERNMENT CODE SECTION 7550

The Contractor acknowledges his/her obligation with respect to the required notice under Government Code Section 7550 on any documents or written reports prepared.

SECTION 28 CONFLICT OF INTEREST RESTRICTIONS

No official of the County who is authorized in such capacity and on behalf of the County to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or

approving any architectural, engineering, inspecting, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Agreement or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the County who is authorized in such capacity and on behalf of the County who is in any legislative, executive, supervisor, or other similar function in connection with the construction of the project, shall become directly or indirectly interested personally in this Agreement or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

SECTION 29 WAIVER OF RIGHTS

Any waiver of or failure by the County or any of its officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by this Agreement to the County shall not be deemed to be a waiver of any additional or subsequent right conferred to the County by this Agreement or of any other terms, covenants or conditions of this Agreement. Similarly, any breach by the County or any of its officers, agents or employees of term, covenant, or conditions under this Agreement shall not be deemed to be a subsequent breach of the same, or a breach of any other term, covenant or condition of this Agreement by the County.

SECTION 30 SUCCESSOR AND ASSIGNS

This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

SECTION 31 SEVERABILITY

If any provision to this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations arising under such provisions, and the remainder of this Agreement shall not be affected by such declaration or finding and each provision not so affected shall be enforced to the fullest extent permitted by law.

SECTION 32 CONFLICT

In case of conflict between this Agreement for Contractor Services and the Proposal Forms, Contract and Special Provisions, the Proposal Forms, Contract and Special Provisions shall take precedence over and be used in lieu of the conflicting portions.

SECTION 33 EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement the day and year first above written.

COMPANY

COUNTY OF CALAVERAS
DEPARTMENT OF PUBLIC WORKS

Name, Title

Robert J. Pachinger P.E., Interim Director

ATTEST:

COUNTY OF CALAVERAS

Clerk of the Board of Supervisors
of the County of Calaveras

Chair, Board of Supervisors

APPROVED AS TO FORM:

Date

County Counsel

WORKERS' COMPENSATION INSURANCE CERTIFICATE

PROJECT: Red Hill Landfill Cell A Final Cover Repair Project

OWNER: COUNTY OF CALAVERAS

Labor Code §3700:

“Every employer, except the State, and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- a) By being insured against liability to pay compensation by one or more insurers, duly authorized to write compensation insurance in the State.
- b) By securing from the Director of Industrial Relations a certificate on consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.”

DECLARATION:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Date: _____

Signed: _____
Contractor:

(Labor Code §1861 requires that this Contractor certification must be signed and filed by the Contractor with the public agency prior to performing any Work.)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

COUNTY OF CALAVERAS
891 Mountain Ranch Road, San Andreas, CA 95249

hereinafter called Owner, in the penal sum of _____
_____ Dollars(\$ _____), in lawful
money of the United States, for the payment of which sum well and truly to be made, we bind
ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain Contract with the Owner, dated the ___ day of _____, 20____, a copy of
which is hereto attached and made a part hereof for the construction of:

Red Hill Landfill Cell A Final Cover Repair Project

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
subcontractors, and corporations furnishing materials for or performing labor in the prosecution
of the work provided for in such Contract, and any authorized extension or modification thereof,
including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on
machinery, equipment and tools, consumed or used in connection with the construction of such
work, and all insurance premiums on said work, and for all labor, performed in such work
whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in
full force and effect.

PAYMENT BOND

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees 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 anywise affect its obligation on this Bond, and it does hereby waive 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.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two counterparts, each one of which shall be deemed an original, have been duly executed by the Principal and Surety above named on the ____ day of _____, 20____.

PRINCIPAL:

(name of business)

Attest: _____
(signature, Witness as to Principal)

By: _____
(signature)

Name: _____
(please print or type)

Name: _____
(please print or type)

Address: _____

Address: _____

SURETY:

(name of surety)

Attest: _____
(signature, Witness as to Surety)

By: _____
(signature, Attorney-in-Fact)

Name: _____
(please print or type)

Name: _____
(please print or type)

Address: _____

Address: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

COUNTY OF CALAVERAS
891 Mountain Ranch Road, San Andreas, CA 95249

hereinafter called Owner, in the penal sum of _____

_____ Dollars (\$ _____), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the Owner, dated the ____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

Red Hill Landfill Cell A Final Cover Repair Project

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the life of any guarantee required under the Contract, and if he shall satisfy all claims and demands incurred under such Contract and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PERFORMANCE BOND

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration, of addition to the terms of the Contract or to work to be performed thereunder or the Specifications accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive 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.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the ____ day of _____, 20____.

PRINCIPAL:

(name of business)

Attest: _____
(signature, Witness as to Principal)

By: _____
(signature)

Name: _____
(please print or type)

Name: _____
(please print or type)

Address: _____

Address: _____

SURETY:

(name of surety)

Attest: _____
(signature, Witness as to Surety)

By: _____
(signature, Attorney-in-Fact)

Name: _____
(please print or type)

Name: _____
(please print or type)

Address: _____

Address: _____
