

**COUNTY OF EL DORADO
ENVIRONMENTAL MANAGEMENT DEPARTMENT**



**BID DOCUMENTS FOR
UNION MINE WASTEWATER TREATMENT PLANT
CONSTRUCTION AND RENOVATION OF THE EXISTING WASTEWATER
TREATMENT PLANT**

PROJECT # 007E-PW-10/11-BOS

**BIDS DUE: THURSDAY, June 30, 2011
NO LATER THAN 2:00 P.M.**

**AT: ENVIRONMENTAL MANAGEMENT DEPARTMENT
2850 FAIRLANE COURT, BLDG C
PLACERVILLE, CA 95667**

APPROVED:

**Raymond J. Nutting, Chair
Board of Supervisors**

**Gerri Silva, M.S., REHS
Director of Environmental Management**

**UNION MINE WASTEWATER TREATMENT PLANT IMPROVEMENTS
PROJECT #007E-PW-10/11-BOS**

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NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the County of El Dorado will receive sealed Bids in accordance with the provisions of the Public Contract Code from contractors licensed for the furnishing of all labor, materials, equipment, transportation and services for the performance of the following Work:

**UNION MINE WASTEWATER TREATMENT PLANT
CONSTRUCTION AND RENOVATION OF THE EXISTING
WASTEWATER TREATMENT PLANT
PROJECT # 007E-PW-10/11-BOS**

in accordance with the Contract, Plans and Specifications (Bid Documents) therefore on file in the office of the Environmental Management Department, located at 2850 Fairlane Court, Placerville, CA 95667.

The Work the Contractor agrees to furnish at his own cost and expense, all tools, equipment, apparatus, labor, materials, and mechanical workmanship, transportation, and services necessary for the construction and renovation of a new pump station building, two pump stations, modifications to the blower building, and aeration modifications to the existing storage tanks. Work includes excavations, rock excavation, dewatering, backfilling, concrete, piping, pumps, electrical, instrumentation, roofing, painting, and site restoration.

The Bid Documents for the Work may be examined, and may be obtained at the office of the Environmental Management Department, or they will be mailed upon request by calling Michele Weimer at (530) 621-5670. The documents will also be available for download at:

http://www.edcgov.us/Government/EMD/Administration/Requests_For_Proposals.aspx

A \$30.00 fee will be charged for each set of Contract Documents obtained, and is **non-refundable**. **Bid books will not be returned to the contractors, but will remain on file with the Environmental Management Department.**

SEALED BIDS

Sealed Bids on the above project shall be filed with the Environmental Management Department, located at 2850 Fairlane Court, Placerville, CA 95667, **on or before 2:00 p.m. on Thursday, June 30, 2011.** All Bids must be marked clearly on the envelope: **"Proposal for Union Mine Wastewater Treatment Plant Construction and Renovation of the Existing Wastewater Treatment Plant Project #007E-PW-10/11-BOS, to be opened at 2:00 p.m., Thursday, June 30, 2011."** Bids will be opened in public after 2:00 p.m. of said day in the Environmental Management Department, Room 248, 2850 Fairlane Court, Placerville, CA. Bids shall be submitted only on forms provided therefore in the Contract Documents, and shall be accompanied by all documents and information required to be submitted by the Instructions to Bidders and by law. No Bid may be withdrawn after the time established for receiving Bids or before the award

and execution of the Contract, unless the award is delayed for a period exceeding forty-five (45) calendar days.

CONTRACTOR'S LICENSE REQUIRED

The Board will not consider or accept any Bids from contractors who are not licensed to do business in the State of California. Contractor warrants and represents that he/she holds a valid California license pursuant to the State Contractors License Act [Business and Professions Code Section 7000, et seq.], that his/her license is in good standing and that he/she possess a Class A License as required by the categories and type of Work. Copies of the Contractor's State Contractor license(s) must be provided.

REQUIRED LISTING OF PROPOSED SUBCONTRACTORS

Each Proposal shall have listed therein the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the Work in an amount in excess of ½ of one percent of his total Bid or \$10,000, whichever is greater in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100, through 4113 inclusive of the Public Contract Code. The Bidder's attention is invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

BID EXAMINATION AND PREPARATION

The Bidder shall carefully examine the Bid Documents, (including the Plans and Specifications and all other documents incorporated by reference into the bid documents) and satisfy the Bidder as to their sufficiency, and shall not at any time after submission of the Bid, dispute or complain of such Plans or Specifications nor assert that there is any misunderstanding in regard to the location, extent or nature or amount of Work to be performed in accordance thereto. Should a Bidder find discrepancies or omissions in the Plans and Specifications, the Bidder shall notify the Project Administrator in writing, prior to the Bid deadline.

The Bid shall have all items filled in and the signatures of all persons signing the Bid shall be in longhand. Mistakes must be corrected and the correction inserted and initialed in ink by the person signing the Bid. Erasures and/or correction fluid are NOT acceptable. Changes must be lined out and corrections inserted adjacent and initialed by the Bidder's authorized representative. No Bid will be considered which makes exceptions, changes or reservations to the Bid Documents.

El Dorado County reserves the right to reject all bids.

NON-COLLUSION AFFIDAVIT

Bidders shall include with their Bids a signed affidavit stating that their Bid is not a sham or a collusive Bid. The affidavit is to be signed exactly as worded; no alternate wording will be accepted. The affidavit is included with the Proposal.

BONDS AND INSURANCE REQUIRED

A Bid security shall be provided with each Bid. Bid security shall be in an amount of not less than ten percent of the total amount of the Bid and shall be cash, a certified check or cashier's check drawn to the order of the County of El Dorado or a Bidder's Bond executed by a surety satisfactory to the County of El Dorado in the form provided in the Proposal section of these Bid Documents. The Bidder to whom award is made shall provide Certificates of Insurance as required in Article 8 of the General Conditions, and shall complete and submit the Performance Bond and Payment Bond forms contained in the Bid Documents.

SUBSTITUTION OF SECURITIES

Bidders are hereby put on notice that the successful Bidder may substitute securities for any monies withheld by County of El Dorado to insure performance of the Contract pursuant to Public Contracts Section 22300. This section provides that the Contractor may elect to receive 100 percent of payments due under the Bid Documents from time to time, without retention from any portion of the payment by the County of El Dorado, by depositing eligible securities of equivalent value with the County of El Dorado or qualified escrow agent in accordance with the provisions of Public Contract Code Section 22300. Eligible securities shall be limited to those listed in Section 16430 of the Government Code, or bank or savings and loan certificates of deposit from a qualified institution. Any such escrow Contract shall follow the form set forth in Public Contract Code Section 22300(f).

(DBE) PARTICIPATION

The Disadvantaged Business Enterprise (DBE) participation is not required for this Project.

NON-DISCRIMINATION

This Contract is subject to Contract non-discrimination and compliance requirements pursuant to Government Code, Section 12990 and shall be construed and interpreted in compliance with said provisions.

The Environmental Management Department hereby notifies all Bidders that it will affirmatively insure that in any Contract entered into pursuant to this advertisement, disadvantaged business enterprise will be afforded full opportunity to submit Bids in response to this invitation and will not

be discriminated against on the grounds of race, color, or national origin in consideration for the award.

PREVAILING WAGE PROVISION

- a. Pursuant to Labor Code Section 1770 et seq., 1773, 1773.1, 1773.2, 1773.6, 1773.7, and 1720 each laborer or mechanic of contractor or any subcontractor engaged in Work on the project under this Contract shall be paid not less than the hourly wage rate of per diem wages set forth in the prevailing wage rate schedule published by the Director of Industrial Relations regardless of any contractual relationship which may be alleged to exist between contractor or any subcontractor and such laborers and mechanics. Interested parties may obtain the current wage information by submitting their requests to the Department of Industrial Relations, Division of Labor Statistics and Research, P.O. Box 603, San Francisco, CA 94101 or visit their Internet web site @ <http://www.dir.ca.gov>.
- b. Any laborer or mechanic employed to perform Work on the project under this Contract, which Work is not covered by any of the foregoing classifications, shall be paid not less than the prevailing rate of per diem wages specified herein for the classification which most nearly corresponds to the Work to be performed by him.
- c. The foregoing specified prevailing wage rates are minimum rates only, and the contractor may pay any wage rate in excess of the applicable rate contained in this Contract.
- d. Pursuant to Labor Code Section 1775, the contractor as a penalty to the owner shall forfeit \$50.00 for each calendar day, or portion thereof for each worker paid less than the prevailing rate established by the Department of Industrial Relations for such Work or craft in which such worker is employed. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor. NOTE: An error on the part of an awarding body does not relieve the contractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770-1775.
- e. Copies of the applicable prevailing wage rates are on file with the County of El Dorado, Department of Transportation at 2850 Fairlane Court, Building C, Placerville, California 95667, and shall be available upon request.

All contractors and subcontractors are subject to the provisions of Sections 1810 through 1814 of the California Labor Code which provide for the maximum hours a worker is to be employed and the amount and rate of overtime compensation.

AWARD OF CONTRACT

Bids will be considered for award by the Board of Supervisors. The County of El Dorado reserves the right after opening Bids to reject any or all Bids, or to waive any informality (non-responsiveness) in any Bid, or to make award to the lowest responsive, responsible Bidder and reject all other Bids, as it may best serve the interests of the County.

As a condition of award, the successful Bidder will be required to submit bonds and evidence of insurance prior to execution of the Contract by the County. Failure to meet this requirement shall constitute abandonment of the Bid by the Bidder and forfeiture of the Bid Bond. Award will then be considered to the next lowest responsible Bidder.

PRE-BID CONFERENCE

A mandatory pre-bid conference is scheduled for **Tuesday, June 7, 2011 at 10:00 a.m.** at the site location, Union Mine Landfill, 5700 Union Mine Road, El Dorado, CA 95623. Bidders are required to attend the pre-bid conference and sign the sign-in sheet in order for their bid to be accepted. Any questions that can be answered at that time by direct reference to the Bid Documents will be answered. Questions that cannot be so answered may be addressed, if necessary, by addendum. The pre-bid conference will include a tour of the site of the Work. Submission of a Bid shall be considered an acknowledgment of familiarity with the Bid Documents, and conditions at the site.

PROJECT ADMINISTRATOR

The County's Project Administrator for this project is Greg Stanton, Deputy Director of Environmental Management, or his successor. All communications relative to the Bid Documents shall be in writing and directed to: County of El Dorado, Environmental Management Department, 2850 Fairlane Court, Placerville, CA 95667, (530) 621-5670. No oral responses to any questions concerning the contents of the Bid Documents will be given. Responses, if any, will be in the form of a written addendum to the Bid Documents.

EL DORADO COUNTY WEB SITE REQUIREMENTS

Vendors are responsible for checking the County's web site up to the Bid due date for any Addenda issued. Addenda issued are required to be acknowledged and returned by participating Bidders in order to be considered further in the evaluation process. Those Bidders not acknowledging and returning Addenda will not be considered for and will be rejected as "non-responsive."

http://www.edcgov.us/Government/EMD/Administration/Requests_For_Proposals.aspx

BY ORDER OF the Environmental Management Department, County of El Dorado, State of California. Executed on, _____, 2011 at Placerville, California.

By: _____
Gerri Silva, M.S., REHS
County of El Dorado
Director of Environmental Management

NOTICE: Bidder's failure to fully complete and execute the questions and statements required by these Contract Documents, and/or as required by applicable law and regulations may prohibit award of the subject Contract to the Bidder. El Dorado County may make a determination based upon Bidder's responses to the questions and statements required by these Contract Documents that may prohibit the award of the Contract to Bidder.

PROPOSAL

**To: THE ENVIRONMENTAL MANAGEMENT DEPARTMENT
COUNTY OF EL DORADO,
STATE OF CALIFORNIA**

for the

**UNION MINE WASTEWATER TREATMENT PLANT
CONSTRUCTION AND RENOVATION OF THE EXISTING
WASTEWATER TREATMENT PLANT
PROJECT # 007E-PW-10/11-BOS**

NAME OF BIDDER

BUSINESS P.O. BOX

CITY, STATE, ZIP

BUSINESS STREET ADDRESS

CITY, STATE, ZIP

TELEPHONE NO: AREA CODE () _____

FAX NO: AREA CODE () _____

The Work for which this Proposal is submitted is for the construction in accordance with these Contract Documents which includes the payment of not less than the State general prevailing wage rates, the Project Plans described below, including any addenda thereto, the Contract annexed hereto, and also in accordance with the Labor Surcharge and Equipment Rental Rates in effect on the date the Work is accomplished, and in accordance with the General Prevailing Wage rates. The Project Plans and Contract Documents for the Work to be done are entitled:

UNION MINE WASTEWATER TREATMENT PLANT CONSTRUCTION AND RENOVATION OF THE EXISTING WASTEWATER TREATMENT PLANT, PROJECT # 007E-PW-10/11-BOS.

The Work is broken down into 3 (three) specific bid items for budgeting purposes. The County may award any or all of the individual bid items. Standalone Bids are to be submitted for each bid item. The cost of overhead and profit shall be included in each bid item as a standalone bid. The amount of each Bid for comparison purposes will be the total of all the items in each base Bid. The County reserves the right to accept or reject any or all project responses received as a result of this request for bid, to issue a contract to any qualified respondent, or to cancel this project or future projects in whole or in part.

The Bidder shall set forth for each unit basis item of Work a unit price and a total of the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purposes. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price Bid and the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount of the entry in the item total column, then the amount set forth in the total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc., from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of cost.

If this Proposal is accepted and the undersigned Bidder shall fail to enter into the Contract and furnish the two bonds in the sums required by the State Contract Act, with surety satisfaction to the County of El Dorado within 10 days, not including Sundays and legal holidays, after the Bidder has received notice from the County of El Dorado that the Contract has been awarded, the County of El Dorado may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the County of El Dorado.

The undersigned, as Bidder, declares under penalty of perjury under the laws of the State of California that the only persons or parties interested in this Proposal, as principals, are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that the Bidder has carefully examined the location of the proposed Work, the

annexed proposed form of Contract, and the Project Plans therein referred to; and the Bidder proposes, and agrees if this Proposal is accepted, that the Bidder will Contract with the County of El Dorado, in the form of the copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction, 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 Engineer as therein set forth, and that the Bidder will take in full payment therefore the following item prices, to wit:

PROPOSAL PAY ITEMS BID PRICE SCHEDULE

**UNION MINE WASTEWATER TREATMENT PLANT
CONSTRUCTION AND RENOVATION OF THE EXISTING
WASTEWATER TREATMENT PLANT
PROJECT # 007E-PW-10/11-BOS**

BASE BID:

(Figure) \$ _____

BASE BID (Words):

ITEM NO.	ITEM	ITEM	QUANTITY	ITEM PRICE	TOTAL (LUMP SUM)
1	Construct new Pump Station Building complete with all excavation, concrete, backfill building, two pump stations, modifications to Blower Building, pipe, valves, all underground piping, electrical, conduit, instrumentation, wiring, etc.				
2	Construct aeration system for Effluent Storage Tank No. 2.				
3	Construct aeration system for Effluent Storage Tank No. 1, including demolition of the concrete pipe.				

(NOTICE: Bidder's failure to execute the questionnaires and statements contained in this Proposal as required by applicable laws and regulations, or the determinations by El Dorado County based upon those questionnaires and statements, may prohibit award of the subject Contract to the Bidder.)

SUBCONTRACTOR LISTING

(Public Contract Code Section 4104)

Listing of Subcontractors in bid: Bidding contractor shall:

- (a) (1) Indicate the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of on-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000) whichever is greater.
- (2) (A) Subject to subparagraph (B), any information requested by the County concerning any subcontractor who the prime contractor is required to list under this subdivision, other than the subcontractor's name and location of business, may be submitted by the prime contractor up to 24 hours after the deadline established by the County for receipt of bids from prime contractors.
- (B) The County may implement paragraph (A) at its option.
- (b) The portion of the work that will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.

The Bidder shall list the name and address of each sub Contractor to whom the Bidder proposes to sub Contract portions of the Work.

Name	Location of Business	License No.	Portion or Type of Work

Attach additional pages as required.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance 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.

NOTE: The Bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Proposal. Signing this Proposal 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.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury under the laws of the State of California, 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:

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury under the laws of the State of California, that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against the Contractor within the immediate 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.

NOTE: The above Statement is part of the Proposal. Signing this Proposal 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.

BIDDER INFORMATION

Bidder must check one of the following classifications which fits its type of business organization and furnish all information required under that classification.

BIDDER IS AN INDIVIDUAL: Bidder's name as it appears on State Contractor's License is:

BIDDER IS A PARTNERSHIP: Bidder's firm name, individual or partnership, as it appears on State Contractor's License is:

The full names of all partners as they appear on State Contractor's License are:

County in which any Certificate of Doing business Under Fictitious Name is filed - (if none, so state):

BIDDER IS A CORPORATION: The full name of the corporation as it appears on the State Contractor's License is:

Corporation is incorporated in the State of:

BIDDER'S LICENSE

By my signature as a bidder on this proposal, I certify, under penalty of perjury under the laws of the State of California, that, the undersigned is licensed in the State of California in accordance with the Contractor's License Law, Business and Professional Code:

License Number: _____ Classification(s) _____

Expiration Date _____ Signature _____

NON-COLLUSION AFFIDAVIT

**Non-Collusion Affidavit to Be Executed
By Bidder and Submitted with Bid**

State of California)

) ss.

County of El Dorado)

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing Bid that the Bid is not made in the interest of, or in 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 manner, directly or indirectly sought by Contract, communication, or conference with anyone to fix the Bid price of the Bidder or 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 depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

_____ COMPANY NAME

_____ COMPANY ADDRESS

_____ SIGNATURE OF OFFICER

_____ PRINTED TITLE AND NAME
OF OFFICER

CERTIFICATION OF BIDDER FOR PROPOSAL

By my signature on this Proposal, I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code are true and correct. By my signature on this Proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non-collusion Affidavit required by Public Contract Code Section 7106 is true and correct.

The person or persons executing this Proposal on behalf of a corporation or a member of partnership, shall be prepared to demonstrate by resolution, article, or otherwise, that such person is or that such persons are appropriately authorized to act in these regards for such corporation or partnership. Such authority shall be demonstrated to the satisfaction of the County of El Dorado.

If the signature is by an agent other than an officer of a corporation or a member of a partnership, a power of attorney authorizing said act by the agent on behalf of his principal shall be submitted with the Bid forms, otherwise the Bid may be disregarded as irregular and unauthorized.

The Bidder's execution on the signature portion of this Proposal shall constitute an endorsement and execution of those affidavits, declarations and certifications, which are of this Proposal.

Executed this _____ day of _____ at _____, California.

Sign Here: _____

By _____
Name and Title of Bidder

Name of Firm

END OF PROPOSAL

BIDDER'S DECLARATION AND UNDERSTANDING

This undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the County, and that the Proposal is made without any connection of collusion with any person submitting another Proposal on this Contract.

The Bidder further declares that he/she has carefully examined the Bid Documents for the construction of the project, that he/she has personally inspected the site, that he/she has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Bid documents, and that this Proposal is made according to the provisions under the terms of the Bid Documents, which Documents are hereby made a part of this Proposal.

The Bidder further agrees that he/she has exercised his/her own judgment regarding the interpretation of subsurface information and has utilized all data which he/she believes pertinent from the Engineer, County, and other sources in arriving at his/her conclusions.

(NOTICE: Bidder's failure to fully complete and execute the questionnaires and statements contained in this Proposal as required by applicable laws and regulations, or the determinations by County of El Dorado based upon those questionnaires and statements may prohibit award of the subject contract to the bidder.)

The Bidder agrees that if this Proposal is accepted, he will, within 10 working days after receiving the notice of award, sign the Contract in the form annexed hereto, and will at that time, deliver to the County the Performance Bond and Payment Bond required herein, and will, to the extent of his Proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Bid Documents.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to begin work within 10 working days after the date of the Notice to Proceed and to complete the construction, in all respects, by August 31, 2012.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Bid Documents, liquidated damages shall be paid to the County at the rate of \$1000 per day for all work awarded under one contract until the work shall have been satisfactorily completed as provided by the Bid Documents.

ADDENDUM ACKNOWLEDGMENT

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Bid Documents, and the Bidder further agrees that his/her Proposal(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

PROPOSAL REQUIREMENTS

This proposal is for the construction of the Work in accordance with the Bid Documents (including the payment of not less than the minimum wage rates set forth in the Bid Documents), including the Contract annexed hereto, the project Plans, the current California Department of Transportation Standard Plans and Standard Specifications, the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, and in accordance with the current “General Prevailing Wage Rates” published by the California Department of Transportation.

Bids are required for the entire work. The amount of the bid for comparison purposes will be the additive total of all extended item unit prices.

The Bidder shall set forth for each item of work, in clearly legible figures, a unit cost and a subtotal cost in the respective spaces provided for this purpose.

In case of discrepancy between the unit cost and the subtotal cost set forth for the item, the unit cost shall prevail; except, however, that for lump sum items, the sum set forth in the “Subtotal Cost” column shall prevail.

BID SECURITY

Accompanying this Proposal is _____ in an amount of at least ten (10) percent of the total Base Bid Price. (In the blank space insert “bidder’s bond”, “certified check”, or “cashier’s check”, as the case may be.)

Bidder: _____

Date: _____

COUNTY OF EL DORADO BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS, THAT (WE)

_____, as PRINCIPAL,

and

as SURETY, are held and firmly bound unto the County of El Dorado in the penal sum of TEN (10) PERCENT OF THE AMOUNT OF THE TOTAL BASE BID PRICE of the Principal above named, submitted by said Principal to the County acting by and through the Environmental Management Department for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the County of El Dorado, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of

\$ _____

THE CONDITION OF THIS OBLIGATION IS SUCH:

That whereas the Principal has submitted the above-mentioned bid to the County of El Dorado, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at Placerville, El Dorado County, California, on June 30, 2011, for the **Construction and Renovation of the Existing Union Mine Wastewater Treatment Plant, El Dorado County, California.**

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the Specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with County of El Dorado, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have set our hands and seals on this

_____ day of _____, 2011.

(seal)

Principal

(seal)

Surety

Address: _____

(NOTE: Signature of those executing for the Surety shall be properly acknowledged.)



**EL DORADO COUNTY
ENVIRONMENTAL MANAGEMENT DEPARTMENT**

CONSTRUCTION AGREEMENT

**Union Mine Wastewater Treatment Plant
Construction and Renovation of the Existing Wastewater Treatment Plant**

This Public Works Contract #007E-PW-10/11-BOS is made and entered into by and between the County of El Dorado, a political subdivision of the State of California, hereinafter referred to as "Owner" or "County", acting by and through County Service Area No. 10, a lawfully established County Service Area as defined by Government Code Sections 25210 et seq., and _____, a _____, whose principal place of business is _____, hereinafter referred to as "Contractor".

**Article 1
CONTRACT DOCUMENTS**

1.1 The complete Contract between the County and the Contractor shall consist of the following Contract Documents: The Notice to Bidders, the Bonds, the Accepted Bid Proposal, all Addenda, this Construction Contract, the General Conditions, the Drawings and Specifications, Notice of Award, Notice to Proceed, Change Orders, Notice of Substantial Completion, the completed Bid Proposal as accepted by the Owner, including but not limited to: Proposed Pay Items, Major Equipment Items, Subcontractors List, Public Contract Code Section 10285.1 Statement, Public Contract Code Section 10162 Questionnaire; Public Contract Code Section 10232 Statement; Persons Interested In Proposal, Non-Collusion Affidavit, Bidder Information Sheet, Certification of Bidder for Proposal; Bidder's Bond; Notice of Completion and modifications incorporated in those documents: Bidder's Bond; Withholding Exemption Certificate 590; Form W-9; Certificate of Insurance; Performance Bond; Payment Bond and Contractor's Guarantee.

1.2 The Contract, Drawings, and Specifications are intended to supplement one another. In the event of a conflict between the Drawings and Specifications, the Drawings shall generally prevail; provided, however, any such conflict shall be immediately brought to the notice of the Owner for interpretation and confirmation.

**Article 2
THE WORK**

2.1 The Contractor agrees to furnish as his own cost and expense, all tools, equipments, apparatus, labor, materials, mechanical workmanship, transportation, and services necessary to complete the construction and renovation of the existing Union Mine Wastewater Treatment Plant located in El Dorado County in strict accordance with the Contract Documents.

**Article 3
TIME FOR COMPLETION**

3.1 For the purpose of determining the Contract completion date, the date of commencement shall be on or about _____, unless otherwise agreed to by both parties, no more than 10 calendar days after the date of the written Notice to Proceed Contractor shall commence the work under this contract.

3.2 The Work shall be commenced on the date provided for in Paragraph 3.1 and shall be diligently pursued by the Contractor. Construction work will be completed no later than August 31, 2012. This contract shall expire December 31, 2012.

**Article 4
THE CONTRACT PAYMENT**

4.1 In consideration of the covenants, agreements, and promises on the part of the Contractor contained in the Contract Documents, and the strict and literal fulfillment of each and every such covenant, agreement, and promise, and as compensation agreed upon for the erection, construction, and completion of the said Work described in Article 1 hereof in strict accordance with the Drawings and Specifications therefore, the County agrees to pay and cause to be paid to the Contractor the Contract Sums: _____ and 00/100 Dollars (\$_____), lawful money of the United States, subject to additions and deductions as provided in the Contract Documents.

**Article 5
PROGRESS PAYMENTS**

5.1 Every 30 days, the Contractor may submit to the County's Representative, or the Inspector, if one is appointed, an itemized Application for Payment for work completed to date. Such application shall be supported by such data substantiation the Contractor's right to payment as the County may require, such as copies of requisitions from subcontractors and material suppliers.

5.2 Progress Payments shall be made 45 days from receipt of the application for payment.

The amount shall be based on the percent completion of each portion of Work completed. Payment of undisputed Contract amounts (progress payments) is contingent upon the Contractor furnishing the County with a release of all claims against the County arising by virtue of the Work relating to the amount so paid. The release may be on the form used for computing monthly progress payment.

5.3 The progress payment amount shall be adjusted as set forth in Article 6 of the General Conditions.

Article 6 FINAL PAYMENT

6.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the County to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming work as provided in Article 9 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Inspector; such final payment shall be made by the County not more than 45 days after the recording of the Notice of Completion.

6.2 Payment on contract with the County for the creation, construction, alteration, repair, or improvement of any public structure, building, road, or other improvement, of any kind which will exceed in cost a total of five thousand dollars (\$5,000), shall be made as the County prescribes upon estimates approved by the County, but progress payments shall not be made in excess of 95 percent of the percentage of actual work completed plus a like percentage of the value of material delivered on the ground or stored subject to, or under the control of, the County, and unused. The County shall withhold 10 percent of the contract price until final completion and acceptance of the work. However, at any time after 50 percent of the work has been completed, if the County finds that satisfactory progress is being made, it may make any of the remaining progress payments in full for actual work completed.

Article 7 MISCELLANEOUS

7.1 Liquidated Damages shall be imposed upon the Contractor should the Contractor fail to complete this Contract, and the work provided herein within the time fixed for such completion, the Contractor shall become liable to the County for all loss and damage which the latter may suffer on account thereof, and

7.2 IT IS HEREBY FURTHER AGREED, that in case the Contractor does not complete the construction work by August 31, 2012, for reasons or causes other than those provided for in the Contract Documents hereof, the County will be damaged. After considering such a breach and

all aspects of the Work including, but not limited to, the type of installation, the current and future uses of facilities and premises, the disarrangement of the premises and facilities thereof during the Work, and the additional cost and difficulty of using the disarranged facilities during the Work, the parties agree that a reasonable daily damage for such a breach, if any, will be \$1,000 per work-day, and the payment of the same, if any, is payment of liquidating damages and not a penalty. It is understood that this Agreement for liquidated damages is entered into because the amount is manifestly reasonable under the circumstances existing at the time of this Agreement, and it would be extremely difficult or impossible to determine with any degree of accuracy the actual damages in case of any such breach. In case of such breach, it is agreed that the County may deduct the amount thereof from any money due or to become due said Contractor under this Contract.

7.3 Other Applicable Conditions: None

7.4 Terms used in the Agreement that are defined in the General Conditions of the Contract shall have the meanings designated in those Conditions.

7.5 Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Contract. Contractor exclusively assumes responsibility for acts of its employees, associates, and sub consultants, if any are authorized herein, as they relate to services to be provided under this Contract during the course and scope of their employment.

7.6 Contractor shall be responsible for performing the work under this Contract in a safe, professional, skillful and a workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

Article 8 TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the County or the Contractor as provided in Article 10 of the General Conditions.

8.2 The Work may be suspended by the County as provided in Article 10 of the General Conditions.

Article 9 ADMINISTRATOR

9.1 The County Officer or employee with responsibility for administering this Contract is Greg Stanton, Deputy Director of Environmental Management, or his successor.

Article 10
CONTRACTOR'S GUARANTEE

10.1 Notwithstanding the required executed certifications and warranties included with the Contract Documents, as Contractor for the above project, we hereby agree to repair or replace any or all work provided hereunder which is defective due to faulty materials, poor workmanship, or defective equipment at no expense to the County, ordinary wear or tear and unusual abuse or neglect expected, during the term of the Contract and for a period of one (1) year from the date of final acceptance of the work.

10.2 We further agree to repair or replace any and all adjacent facilities or areas which have been damaged or displaced due to our work performed under this Contract at no expense to the County during the term of this Contract and for a period of one (1) year from the date of final acceptance of the work.

10.3 We agree that this guarantee and the rights and obligations accruing therefrom shall be in addition and not be way of limitation in any manner whatsoever to the rights, obligations, warranties or remedies otherwise provided for by law.

10.4 In the event of our failure to comply with the mentioned conditions within ten (10) days after being notified in writing by the County, we hereby authorize County to proceed to have said defects and made good at our expense and we will honor and pay all costs and charges therefore upon written demand.

IN WITNESS WHEREOF, the County has caused this Agreement to be executed by the Chairman of the Board of Supervisors, and the Contractor has executed this Agreement on the day and year first above written.

Article 11
INDEMNITY

11.1 To the fullest extent allowed by law, the Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Work, Contractor's services, operations, or performance of the Work, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly proscribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778 and as provided in Article 3.10 of the General Conditions.

**Article 12
INSURANCE**

12.1 Contractor shall provide proof of policy(ies) of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets all the requirements set forth in Article 8 of the General Conditions.

**Article 13
WORKERS COMPENSATION CERTIFICATION**

By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the California 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.

CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700

I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for the worker's compensation or self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of Work of this Contract.

Signed: _____ Dated: _____

**Article 14
CANCELLATION OF CONTRACT**

14.1 The Owner reserves the right to terminate this Contract at any time for any reason by serving written notice to the Contractor as set forth in Article 10 of the General Conditions.

**Article 15
AUTHORIZED SIGNATURES**

15.1 The parties to this Contract warrant and represent that the undersigned individuals executing this Contract on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

COUNTY OF EL DORADO

Dated: _____

By: _____

**Raymond J. Nutting
Board of Supervisors
"County"**

**ATTEST:
Clerk of the Board of Supervisors**

By: _____ **Date:** _____
Deputy Clerk

CONTRACTOR

Dated: _____

By _____
Name
Title

Dated: _____

Corporate Secretary (If Corporation)

ADDRESS OF SURETY FOR SERVICE OF NOTICE

NOTE: If Contractor is a corporation, the legal name of the corporations shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if Contractor is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign Contracts in behalf of the co-partnership; and if Contractor is an individual, his/her signature shall be placed above. Contractor executing this document on behalf of a corporation or partnership shall be prepared to demonstrate by resolution, article, or otherwise that they are appropriately authorized to act in these regards. For such corporation or partnership, such authority shall be demonstrated to the satisfaction of County. If signature is by an agent, other than officer of a corporation or a member of a partnership, an appropriate Power of Attorney shall be on file with the Department prior to signing this document.

Withholding Exemption Certificate

20

(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. This form cannot be used for exemption from wage withholding.)

590

File this form with your withholding agent.
(Please type or print)

Withholding agent's name

Vendor/Payee's name

Vendor/Payee's Social security number
 SOS no. California corp. no. FEIN

Note:
Failure to furnish your identification number will make this certificate void.

Vendor/Payee's address (number and street)

APT no.

Private Mailbox no.

Vendor/Payee's daytime telephone no.

()

City

State

ZIP Code

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual. Read the following carefully and check the box that applies to the vendor/payee:

Individuals — Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly inform the withholding agent. See instructions for Form 590, General Information D, for the definition of a resident.

Corporations:

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State to do business in California. The corporation will withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California, I will promptly inform the withholding agent. See instructions for Form 590, General Information E, for the definition of permanent place of business.

Partnerships:

The above-named partnership has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The partnership will file a California tax return and will withhold on foreign and domestic nonresident partners when required. If the partnership ceases to do any of the above, I will promptly inform the withholding agent. **Note:** For withholding purposes, a Limited Liability Partnership is treated like any other partnership.

Limited Liability Companies (LLC):

The above-named LLC has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The LLC will file a California tax return and will withhold on foreign and domestic nonresident members when required. If the LLC ceases to do any of the above, I will promptly inform the withholding agent.

Tax-Exempt Entities:

The above-named entity is exempt from tax under California R&TC Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly inform the withholding agent. **Note:** Individuals cannot be tax-exempt entities.

Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

California Irrevocable Trusts:

At least one trustee of the above-named irrevocable trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly inform the withholding agent.

Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

CERTIFICATE: Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided herein is, to the best of my knowledge, true and correct. If conditions change, I will promptly inform the withholding agent.

Vendor/Payee's name and title (type or print) _____

Vendor/Payee's signature ► _____ Date _____

Instructions for Form 590

Withholding Exemption Certificate

References in these instructions are to the California Revenue and Taxation Code (R&TC).

General Information

A Purpose

Use Form 590 to certify an exemption from nonresident withholding. Complete and present Form 590 to the withholding agent. The withholding agent will then be relieved of the withholding requirements if the agent relies in good faith on a completed and signed Form 590 unless told by the Franchise Tax Board (FTB) that the form should not be relied upon.

Important – This form cannot be used for exemption from wage withholding. Any questions regarding wage withholding should be directed to the California Employment Development Department.

Do not use Form 590 if you are a seller of California real estate. Sellers of California real estate should use Form 593-C, Real Estate Withholding Certificate.

B Law

R&TC Section 18662 requires withholding of income or franchise tax on payments of California source income made to nonresidents of California.

Withholding is required on:

- Payments to nonresidents for services rendered in California;
- Distributions of California source income made to domestic nonresident partners and members and allocations of California source income made to foreign partners and members;
- Payments to nonresidents for rents if the payments are made in the course of the withholding agent's business;
- Payments to nonresidents for royalties for the right to use natural resources located in California;
- Distributions of California source income to nonresident beneficiaries from an estate or trust; and
- Prizes and winnings received by nonresidents for contests in California.

For more information on withholding and waiver requests, get FTB Pub. 1017, Nonresident Withholding Partnership Guidelines, and FTB Pub. 1023, Nonresident Withholding Independent Contractor, Rent and Royalty Guidelines. To get a withholding publication see General Information G.

C Who can Execute this Form

Form 590 can be executed by the entities listed on this form.

Note: In a situation where payment is being made for the services of a performing entity, this form can only be completed by the performing entity or the performing entity's partnership or corporation. It **cannot** be completed by the performing entity's agent or other third party.

Note: The grantor of a revocable/grantor trust shall be treated as the vendor/payee for withholding purposes. Therefore, if the vendor/payee is a revocable/grantor trust and one or more of the grantors is a nonresident, withhold-

ing is required. If all of the grantors of a revocable/grantor trust are residents, no withholding is required. Resident grantors can check the box on Form 590 labeled "Individuals — Certification of Residency."

D Who is a Resident

A California resident is any individual who is in California for other than a temporary or transitory purpose or any individual domiciled in California who is absent for a temporary or transitory purpose.

An individual domiciled in California who is absent from California for an uninterrupted period of at least 546 consecutive days under an employment-related contract is considered outside California for other than a temporary or transitory purpose.

Note: Return visits to California that do not total more than 45 days during any taxable year covered by the employment contract are considered temporary.

This provision does not apply if an individual has income from stocks, bonds, notes, or other intangible personal property in excess of \$200,000 in any taxable year in which the employment-related contract is in effect.

A spouse who is absent from California for an uninterrupted period of at least 546 days to accompany a spouse who is under an employment-related contract is considered outside of California for other than a temporary or transitory purpose.

Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident. For assistance in determining resident status, get FTB Pub. 1031, Guidelines for Determining Resident Status, or call the Franchise Tax Board at (800) 852-5711 or (916) 845-6500 (not toll-free).

E What is a Permanent Place of Business

A corporation has a permanent place of business in California if it is organized and existing under the laws of California or if it is a foreign corporation qualified to transact intrastate business by the California Secretary of State. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

F Withholding Agent

Keep Form 590 for your records. Do not send this form to the FTB unless it has been specifically requested.

Note: If the withholding agent has received Form 594, Notice to Withhold Tax at Source, only the performing entity can complete and

sign Form 590 as the vendor/payee. If the performing entity completes and signs Form 590 indicating no withholding requirement, you must send a copy of Form 590 with Form 594 to the FTB.

For more information, contact the Withholding Services and Compliance Section. See General Information G.

The vendor/payee must notify the withholding agent if:

- The individual vendor/payee becomes a nonresident;
- The corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California;
- The partnership ceases to have a permanent place of business in California;
- The LLC ceases to have a permanent place of business in California; or
- The tax-exempt entity loses its tax-exempt status.

The withholding agent must then withhold. Remit the withholding using Form 592-A, Nonresident Withholding Remittance Statement, and complete Form 592, Nonresident Withholding Annual Return, and Form 592-B, Nonresident Withholding Tax Statement.

G Where to get Publications, Forms, and Additional Information

You can download, view, and print FTB Publications 1017, 1023, 1024, and nonresident withholding forms, as well as other California tax forms and publications not related to nonresident withholding from our Website at: www.ftb.ca.gov

To have publications or forms mailed to you or to get additional nonresident withholding information, please contact the Withholding Services and Compliance Section.

WITHHOLDING SERVICES AND
COMPLIANCE SECTION
FRANCHISE TAX BOARD
PO BOX 942867
SACRAMENTO CA 94267-0651

Telephone: (888) 792-4900
(916) 845-4900 (not toll-free)
FAX: (916) 845-9512

Assistance for persons with disabilities:
We comply with the Americans with Disabilities Act. Persons with hearing or speech impairments please call TTY/TDD (800) 822-6268.

Asistencia bilingüe en español
Para obtener servicios en español y asistencia para completar su declaración de impuestos/formularios, llame al número de teléfono (anotado arriba) que le corresponde.

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
+	-	-	-	-	-	-	-	-	-

or

Employer identification number									
+	-	-	-	-	-	-	-	-	-

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

- 7. A foreign central bank of issue,
- 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
- 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
- 10. A real estate investment trust,
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
- 12. A common trust fund operated by a bank under section 584(a),
- 13. A financial institution,
- 14. A middleman known in the investment community as a nominee or custodian, or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov/online/ss-5.pdf. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses/ and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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GENERAL CONDITIONS

Article 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 Owner: The County of El Dorado is the Owner of the Site and is identified as the Owner in the Agreement and these General Conditions. The term Owner, and pronouns in place of the same shall mean the County of El Dorado acting by and through its designated representative, such as a Project Administrator.

1.1.2 County's Representative: This term shall refer to the Director of Environmental Management or his or her designated representative.

1.1.3 Administrator: The County Officer or employee with responsibility for administering this Contract is Greg Stanton, or his successor.

1.1.4 Contractor: The person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term Contractor means the Contractor or the Contractor's authorized representative.

1.1.5 Inspector: The Deputy Director of Environmental Management, or his agent, employed as the Inspector on the Work as set forth in Paragraph 2.1.2.

1.1.6 Subcontractor: Those contractors, of whatever tier, furnishing labor or material, or both, for the Work under the Contract with the Contractor.

1.1.7 Substantial Completion: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the County can occupy or utilize the Work for its intended use.

1.1.8 Final Payment: The Final Payment shall be the last Progress Payment made to Contractor and shall not be considered to be the payment of any or all of the 10 percent retention.

1.1.9 Field Order: A written order of the Inspector directing the Contractor to conduct minor changes in work involving neither extra cost nor extra time and being consistent with the scope and functioning of the project.

1.1.10 Construction Change Directive: A written order prepared by the Inspector and signed by the County directing a change in the Work and stating a proposed basis for adjustment, if any, of Contract Time or Sum. The County may by Change Directive, without invalidating the Contract and without Contractor's agreement, order changes in the Work. This procedure will be used in the absence of agreement between County and Contractor.

1.1.11 Change Order: A Change Directive prepared by the Inspector and signed by the County and Contractor stating their agreement upon all of the following: 1) a change in the Work, 2) the amount of the adjustment in the Contract Price, if any, and 3) the extent of the adjustment in the Contract Time, if any.

1.1.12 Contract Documents: The Contract Documents shall include the following Documents: The Notice to Bidders, the Bonds, the Accepted Bid Proposal, all Addenda, this Construction Agreement, the General Conditions, Supplementary Conditions, the Drawings and Specifications, Notice of Award, Notice to Proceed, Change Orders, Notice of Substantial Completion, Notice of Completion and modifications incorporated in those documents: Bidder's bond; Withholding Exemption Certificate 590; Form W-9; Certificate of Insurance; Performance Bond; Payment Bond; Contractor's Guarantee.

1.1.13 Work: The construction and services required by the Contract Documents, including all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

1.1.14 Project: The total construction, including construction site, of which the Work performed under the Contract Documents may be the whole or part and which may include construction by the County or by separate contractors.

1.1.15 Plans or Drawings: The graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

1.1.16 Specifications: That portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

1.1.17 Claim: A demand or assertion by the Contractor seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. Claims must be made by written notice and shall include a demand for the County's decision. The responsibility to substantiate claims and to resolve the claims of subcontractors of whatever tier shall rest with the Contractor.

1.1.18 Engineer: The engineering oversight firm hired by the County for this project.

1.1.19 County: The County of El Dorado is the County and is identified as the County in the Agreement and these General Conditions. The term County, and pronouns in place of the same shall mean the County of El Dorado acting by and through its designated representative.

1.1.20 Government: The regulatory body that includes the County of El Dorado.

1.2 CONTRACT DOCUMENTS

1.2.1 One Document: The Contract Documents are one document and any work shown or mentioned shall be performed or furnished. The Contractor admits and agrees that the Specifications exhibit the intent and purpose of the County in regard to the Work, and that they are not complete in every detail and are to be considered as showing the purpose and intent only; and he further agrees to furnish all labor or material for any detail that is necessary to carry out the intent and purpose of the Specifications without extra charge.

1.2.2 Misuse of Words or Punctuation: The misplacement, addition, or omission of any word, letter, or punctuation mark will not in any way change the intent or meaning of the Specifications. Any part of the Work, or any article pertaining thereto which is not specifically set forth in these Specifications, but which is necessary for the proper completion of the Work, is to be supplied and set in place at the Contractor's expense, the same as if it had been mentioned in these Specifications. The Contractor shall furnish all things necessary to make a good and workmanlike job in accordance with the intent and purpose of the Specifications.

1.2.3 Precedence, Discrepancies, and Omissions: In resolving inconsistencies that may exist between any of the Contract Documents, precedence shall be given in the following order: 1) Construction Agreement, 2) Proposal, 3) Notice to Bidders, 4) General Conditions, 5) Supplementary Conditions, 6) Drawings, and 7) Specifications. Addenda, Field Orders, Change Directives and Change Orders shall take precedence over all sections referenced therein. Figure dimensions on drawings shall take precedence over scale dimensions and detail drawings shall take precedence over general drawings.

1.3 ASSIGNMENT OF CONTRACT

1.3.1 Mutual Consent: Neither party to the Contract shall assign the Contract without the written consent of the other party, nor shall the Contractor assign any moneys due or to become due to him hereunder without the written consent of the County.

1.3.2 Assignment Of Anti-Trust Claims: In accordance with Section 4552 of the California Government Code, and Section 7103 of the Public Contract Code, Contractor and subcontractors shall conform to the following requirements:

1. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractors offers and agrees to assign to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C Section 15) or under the Cartwright Act, [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the County tenders Final Payment to the Contractor, without further acknowledgment by the parties.

2. In submitting a bid to County the bidder offers and agrees that if bid is accepted, it will assign to County all rights, title, and interest in and to all causes of action it may have under Section 4 of the [Clayton Act (15 U.S.C Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, services, or materials by the bidder for sale to the County pursuant to the bid. Such assignment shall be made and become effective at the time the County tenders Final Payment to the bidder.

1.4 WAIVER OF "COMMON PRACTICE"

1.4.1 Waiver of "Common Practice" as Construction Criteria: The Contractor shall waive "common practice" and "common usage" as construction criteria wherever the Contract Documents details, plans, specifications, governing codes, or ordinances require greater quantity or better quality than common practice or common usage would require.

1.5 EXCESSIVE COSTS

1.5.1 Failure to Comply with Contract: If Contractor fails to comply with any Contract requirements, including any required coordination with other contractors, and that failure results in additional costs to County, then Contractor shall be liable for such additional costs.

1.5.2 Construction Methods: If Contractor's construction methods and techniques result in additional costs to County, after notice, such Contractor shall be responsible for cost attributable to his methods and techniques.

Article 2 COUNTY

2.1 COUNTY'S REPRESENTATIVE

2.1.1 County Representative: The County will be represented by the County's Representative who shall see that the performance of the Work is in strict accordance with the Contract Specifications on behalf of the County.

2.1.2 County May Appoint Inspector: County shall be entitled to appoint such other agent, as Inspector who shall see that the performance of the work is in strict accordance with the Contract Specifications on behalf of the County.

2.1.3 Communication: In order that the County may act upon expert advice and upon good procedure, all communications from the Contractor will be through said County's Representative, or Inspector if one is appointed, and all communications and instructions from the County to the Contractor will be so routed. The County reserves the right to alter this procedure without the consent of the Contractor. All communications not in compliance herewith, shall be considered non-binding on the County.

2.2 RIGHTS OF COUNTY

2.2.1 Right to Clean Up: Subject to the strict prohibition against maintaining a nuisance, if a dispute arises between the Contractor and Subcontractors as to the responsibility under their respective Contracts for maintaining the premises and surrounding area free from waste materials and rubbish the County may, but need not, clean up and allocate the cost among those responsible as the Inspector determines to be just.

2.2.2 Right to Accept Imperfect Work: If any part or portion of the Work completed under this Contract is defective and not in accordance with the Plans or Specifications, and if the imperfection is judged by County to be not of sufficient magnitude or importance so as to make the Work unacceptable, then County shall have the right and authority to retain such Work but will make such deductions in Contract Price as may be equitable and reasonable. However, County does not by this section, waive any other rights provided for herein.

2.2.3 Right to do Adjacent Work: The County reserves the right to perform construction or operations on the site of the Work. In doing this County may use its own forces or award separate contracts in connection with other construction or operations on the site but not covered by the Contract Documents.

2.2.4 Right to Finish Contractor's Work: If the Contractor defaults or neglects to carry out all or any part of the Work in accordance with the Contract Documents, the County has the right, exercisable solely at County's discretion, to commence and continue completion of the Work with diligence and promptness.

2.2.5 Right to Audit: The Contractor shall maintain and make available to County all books, papers, job cost records, detailed cost estimates, claims, and accounts, including payment, property, payroll, personnel, subcontractors, and financial records related to or which arise out of the Work or under terms of the Contract. The form of record keeping shall be subject to approval by the County. These books, papers, records, claims, and accounts shall be made available for examination during normal business hours by County and County's representative and shall be retained at Contractors principal place of business in California, for audit during normal business hours at such place of business for 4 years after recording of the notice of completion of the project. Contractor shall provide an office to enable County and County's representative to conduct such audit.

2.2.6 Provisions Authorized to be Inserted in Contract: The County may cause the insertion of provisions in any contract for the erection, construction, alteration, or repair of any public building or structure, or in the specifications therefor, for the performance of such extra work and the furnishing of materials therefor by the contractor as the County requires for the proper completion or construction of the whole work contemplated.

2.2.7 Right of Partial Use of Project: The County may occupy or use any completed or partially completed portion of the Work at any stage, upon agreement of County and Contractor.

1. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the County and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents.
2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.
3. Immediately prior to such partial occupancy or use, the County and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
4. Unless otherwise agreed upon in writing, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of work not complying with the requirements of the Contract Documents.
5. No claim for acceleration, delay, or hindrance, may be made by Contractor on his own behalf or that any of his subcontractors, for any delays, accelerations, or hindrances that may arise out of the County's partial occupancy of the Project.

Article 3

CONTRACTOR'S RESPONSIBILITIES

3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS

3.1.1 Reporting Errors in Contract Documents: The Contractor shall carefully study and compare the Contract Documents with each other and shall at once report to the Inspector errors, inconsistencies, or omissions discovered. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency, or omission in the Contract Documents without such notice to the County, the Contractor shall assume responsibility for such performance and shall bear all costs for correction.

3.1.2 Reporting Errors in Field Conditions: The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the County at once.

3.1.3 No Implied Warranty: No warranty is to be implied nor shall any warranty arise by operation of law, or by interpretation of this Contract, that the Plans and Specifications are adequate and sufficient to construct the Project.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 Supervision of Work: The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

3.2.2 Acts of Employees and Agents: The Contractor shall be responsible to the County for acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

3.2.3 Acts Do Not Waive Contractor's Obligation: The Contractor shall not be relieved of obligations to perform the Work in strict accordance with the Contract Documents either by activities or duties of the County's Representative or the Inspector in the administration of the Contract, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

3.3 PROSECUTION OF WORK

3.3.1 Time of the Essence: It is expressly understood and agreed that the time of beginning, rate of progress, and time of completion of the Work are of the essence. The Work shall be prosecuted at such time, and in or on such part or parts of the Work as may be required to complete the Work as set forth in the Contract Documents.

3.3.2 Construction Schedule: A construction schedule is required to be submitted. The schedule will be for County's information only. Silence or inaction with regard to Contractor's Schedule shall not be construed as acquiescence or acceptance of the Schedule as being binding on County. Unless specifically adopted by resolution or minute order of the El Dorado County Board of Supervisors, such schedule shall not be binding on the County of El Dorado. Contractor's schedule shall provide for the completion date not to exceed nor shall he provide for the completion date earlier than the time limits for completion set forth in the Contract Documents.

3.4 SUBMITTALS

3.4.1 Review of "Or Equals": In accordance with the provisions of Section 3400 of the California Public Contracts Code, but subject to Subsection (b) thereof, Contractor shall within 30 calendar days after Award of the Contract submit all substitution requests and shall submit data substantiating a request for a substitution of an "or equal" item. Failure to submit such substitution requests and substantiating data within 30 days shall subject such request for substitution to automatic denial.

3.4.2 Excessive Submittal Reviews: The cost of reviewing submittals shall be the County's responsibility, except that Contractor shall be responsible for the cost of the third and subsequent review of any one submittal.

3.5 STATE LABOR REQUIREMENTS

3.5.1 Hours of Work:

3.231 Eight hours of labor shall constitute a legal day's work upon all work done hereunder, and it is expressly stipulated that no workman employed at any time by the Contractor, or by any subcontractor under this Contract, upon the Work, shall be required or permitted to work thereon more than 8 hours in any 1 calendar day and/or more than 40 hours in any 1 calendar week except as provided in Section 1815 of the Labor Code of California, and it is further expressly stipulated that for each and every violation of said last named stipulation, said Contractor shall forfeit, as penalty to the said County, \$50.00 for each workman employed in the execution of this Contract, or by any subcontractor under this Contract, for each calendar day during which said workman is required or permitted to labor more than 8 hours in any 1 calendar day or more than 40 hours in any 1 calendar week in violation of the provisions of said Labor Code.

2. In accordance with the provisions of the Labor Code of the State of California, the Contractor, and each subcontractor, shall also keep an accurate record showing the names and actual hours worked for all workers employed by him in connection with the Work contemplated by the Agreement, which record shall be open at all reasonable hours to the inspection of the County or its officers or agents, and to the Chief of the Division of Labor Statistics and Law Enforcement or the Department of Industrial Relations, his deputies or agents.

3.5.2 Travel and Subsistence Pay: Pursuant to the provisions of Section 1773.8 of the Labor Code of the State of California, the Contractor shall pay travel and subsistence payments to each workman needed to execute the work, as such Travel and Subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with said Section 1773.8.

3.5.3 Apprentice Employment:

1. Pursuant to the provisions of Section 1777.5 as amended, the Contractor or subcontractor employing tradesmen in any apprenticeable occupation shall apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a Certificate of Approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the Contract. All requirements and exceptions to those requirements set forth herein for Apprenticeship Employment are contained in Labor Code Section 1777.5 and are available from the applicable Joint Apprenticeship Committee.
2. The administration of the apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such Contracts and if other Contractors on the public works site are making such contributions.
3. The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

3.5.4 Prevailing Wage Rates:

1. Pursuant to Labor Code Section 1770 et seq., 1773, 1773.1, 1773.2, 1773.6, 1773.7, and 1720 each laborer or mechanic of Contractor or any subcontractor engaged in Work on the project under this Contract shall be paid not less than the hourly wage rate of per diem wages set forth in the prevailing wage rate schedule published by the Director of Industrial Relations regardless of any contractual relationship which may be alleged to exist between Contractor or any

subcontractor and such laborers and mechanics. Interested parties may obtain the current wage information by submitting their requests to the Department of Industrial Relations, Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA 94142-0603 or visit their Internet web site @ <http://www.dir.ca.gov>.

2. Any laborer or mechanic employed to perform Work on the project under this Contract, which Work is not covered by any of the foregoing classifications, shall be paid not less than the prevailing rate of per diem wages specified herein for the classification which most nearly corresponds to the Work to be performed by him.
3. The foregoing specified prevailing wage rates are minimum rates only, and the Contractor may pay any wage rate in excess of the applicable rate contained in this Contract.
4. Pursuant to Labor Code Section 1775, the Contractor as a penalty to the owner shall forfeit \$50.00 for each calendar day, or portion thereof for each worker paid less than the prevailing rate established by the Department of Industrial Relations for such Work or craft in which such worker is employed. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor. NOTE: An error on the part of an awarding body does not relieve the Contractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770-1775.

All Contractors and subcontractors are subject to the provisions of Sections 1810 through 1814 of the California Labor Code which provide for the maximum hours a worker is to be employed and the amount and rate of overtime compensation.

3.5.5 Certified Payroll: As required under the provisions of Labor Code Section 1776 Contractor and subcontractors shall keep accurate payroll records:

1. The payroll records shall show 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 by him or her in connection with the Project.
2. A certified copy of all payroll records enumerated above shall be available for inspection at all reasonable hours at the principal office of the Contractor as follows:
 - a. Make available or furnish to the employee or his or her authorized representative on request.
 - b. Make available for inspection or furnished upon request to a representative of the County, the Division of Labor Standards Enforcement, and the

Division of Apprenticeship Standards of the Department of Industrial Relations.

- c. Make available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County, the Division of Labor Standards Enforcement, or the Division of Apprenticeship Standards. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractor, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.

3.5.6 Discrimination In Employment: No discrimination shall occur in the employment of persons upon the Work because of race, color, sex, national origin, or ancestry or religion of such persons.

3.5.7 Convict-Made Materials: Except as may be provided by law, the Contractor agrees that no materials manufactured or produced in a penal or correctional institution shall be incorporated in the construction under this Contract.

3.5.8 Worker's Compensation Certification: By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the California 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.

CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700

I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for the worker's compensation or self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of Work of this Contract.

Signed: _____ Dated: _____

3.6 TAXES

3.6.1 Contractor Pays Taxes: The Contractor and subcontractors shall pay all local, state, and federal taxes upon labor or materials involved in their branch of the Work, cost of same to be included in the Contract price.

3.7 COMPLIANCE WITH LAW AND LOCAL REQUIREMENTS

3.7.1 Regulations: The Contractor and all subcontractors shall conform to and abide by all city, county, and state laws, ordinances, rules, and regulations, as the same pertain to the Work contemplated by said Plans and Specifications.

3.7.2 Permits, Licenses, and Fees: The Contractor shall give all notices and shall procure and pay for all permits, licenses, and inspection fees that may be required to commence, carry on, and complete the Contract.

3.7.3 County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

3.7.4 Patent Rights, Copyrights, Trade Names, and Royalties: The Contractor shall indemnify and save harmless the County and all persons acting under him for all liability on account of any patent rights, copyrights, or trade names which may affect the articles or materials or their application under the specifications. The Contractor shall pay all royalties, or other charges that may arise, due to methods, types of construction, processes, materials or use of equipment, and shall hold the County harmless from any charges whatsoever which may arise, and shall furnish written assurance, satisfactory to the County, that such charges have been paid.

3.7.5 Non-collusion Affidavit: The Contractor shall submit a non-collusion affidavit.

3.8 GUARANTEE

3.8.1 Final Guarantee: The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year. Contractor warrants and guarantees for a period of one year from the date of Notice of Substantial Completion that the Work is free from all defects due to faulty materials or workmanship and Contractor shall promptly make such corrections as may be necessary, including repairs of any damage to other parts of the Work resulting from such defects. County will give notice of observed defects with reasonable promptness. In the event that Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, County may do so and charge Contractor the cost thereby incurred.

3.8.2 Extended Guarantees: If a guaranty exceeding one year is provided by the supplier or manufacturer of any equipment used in this Project, then the guarantee for such materials shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials, and Contractor shall supply County with all warranty and guaranty documents relative to equipment and materials incorporated in the job and guaranteed by their suppliers or manufacturers.

3.9 WARRANTY

3.9.1 Contract Warranty: The Contractor warrants to the County that materials and equipment furnished under the Contract will be of good quality and new, unless otherwise required or permitted by the Contract, that the Work will be free from defects or flaws and is of the highest quality of workmanship and that the Work will conform with the requirements of the Contract. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

3.10 INDEMNIFICATION

3.10.1 County Not Liable for Damages: The County or its authorized representative shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to said Work, or part thereof, or in or about the same during its construction and before acceptance and the said Contractor shall assume all liabilities of every kind or nature arising from said Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the County and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever, other than for the active negligence of the County, its officers, agents and employees.

3.10.2 County Not Liable for Debts: Indebtedness incurred for any cause in connection with this Work must be paid by the Contractor, and the County is hereby relieved at all times from any indebtedness or claim other than the Contract price.

3.10.3 Contractor Responsible for His Work: Responsibility for Accident, Damage, etc.: To the furthest extent permitted by law, the Contractor shall be responsible for any and all loss, accident, neglect, injury, or damage to person, life, or property which may be the result of, may be caused by, or arise out of his performance of Work as contemplated by said Specifications or the execution of the Contract for performance of said Work, and for which the County might be held liable.

3.10.4 Contractor Indemnifies the County:

The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, sub contractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prohibited by statute. This duty of Contractor to indemnify and save the County harmless includes the duties to defend set forth in California Civil Code Section 2778.

3.10.5 Environmental Indemnification: To the fullest extent allowed by law, from and after recording of Notice of Completion, Contractor shall indemnify, defend, and save harmless County from all losses or damages resulting from injury to or death of any person and damage to property, and any fine, which is occasioned by or arises out of any breach of Environmental and Toxics Warranty, representations, or covenants of Contractor under this Contract. Contractor further agrees to indemnify and hold harmless County, its officers, employees, and agents, from and against any and all liability as follows:

1. Including all foreseeable and all unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal of hazardous materials by Contractor, and
2. Including, without limitation, the cost of any required or necessary repair, cleanup, or detoxification and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following filing of the Notice of Substantial Completion to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of hazardous materials by any person on the Project prior to filing of the Notice of Substantial Completion. Contractor's obligations pursuant to the foregoing indemnity shall survive the filing of Notice of Completion of the Project.
3. This Contract as to indemnity and reimbursement as above set forth to be undertaken by the Contractor shall survive the performance of the remainder of said Contract and shall remain in full force and effect notwithstanding such performance.
4. The foregoing duties of indemnity shall not apply to loss, damage, expense, or liability caused solely by the active negligence of the County or the County's agents, servants or independent contractors.

3.11 WORK REQUIREMENTS

3.11.1 Conduct of Work: The Contractor shall confine the storage of his equipment and materials to limits as designated. He shall at all times exercise due caution and provide all necessary barricades and other safety equipment around the Work to protect the general public from injury to person and property during the entire time of performance of the Work. The Contractor shall not create excessive dust or noise.

3.11.2 Maintenance of Site: Strict prohibition against committing nuisances in or about the Work shall be maintained, and the Contractor shall not in any way obstruct or interfere with movements of traffic on any public highway or public right of way without first obtaining the necessary approval of the proper public agency.

3.11.3 Clean Up of Site: The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials. If the Contractor fails to clean up as provided in the Contract Documents, the County may do so and the cost thereof shall be charged to the Contractor.

3.11.4 Cutting and Patching:

1. The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make parts fit together properly.
2. The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the County or separate contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the County or a separate contractor except with written consent of the County and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the County or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.12 SUBCONTRACTORS

3.12.1 Contractor Responsible for Subcontractor's Acts: Contractor shall be fully responsible to County for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

3.12.2 Contractor's Subcontract: Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind subcontractors to Contractor by the terms of the Contract Documents insofar as applicable to the Work of subcontractors and to give Contractor the same power as regards terminating any subcontract that County may exercise over Contractor under any provisions of the Contract Documents.

3.13 SUPERINTENDENT

3.13.1 Work Superintendent: The Contractor will employ and maintain on the worksite a qualified supervisor or Superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The Superintendent shall have full authority to act on behalf of the Contractor, and all communications given to the Superintendent shall be as binding as if given to the Contractor. The Superintendent shall

be present on the site at all times as required to perform adequate supervision and coordination of the Work.

3.14 LABOR AND MATERIALS

3.14.1 Skilled Labor: All labor must be especially skilled for each kind of work, and must be thorough and first class in all respects. Any person whom the Inspector or County may deem incompetent or disorderly shall be promptly discharged and not re-employed.

3.14.2 Quality of Materials: All materials used on this Contract shall be new and the best market quality, unless specified or shown otherwise. All Work executed under this Contract shall be done in the best, most thorough, substantial and workmanlike manner and without flaws. All materials and labor shall be subject to the approval of the Inspector as to its quality and fitness, and shall be immediately removed if it does not meet with his approval. The Inspector may refuse to issue the certificate or payment until all defective materials or work have been removed and other material of proper quality substituted therefor. All removal and replacement with same shall be done at the Contractor's expense. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

3.15 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.15.1 Prepare and Submit Construction Schedule: The Contractor, promptly after being awarded the Contract, shall prepare and submit for the County's information a Contractor's construction schedule for the Work. The Schedule completion date shall not exceed the time limits for completion set forth in the Contract Documents. The Schedule shall be revised at appropriate intervals, as determined by the Engineer, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.15.2 Keep Schedule Current: The Contractor shall prepare and keep current, for the Engineer's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Engineer reasonable time to review submittals.

3.15.3 Schedule for Information Only: The Construction Schedule is for the County's information only and such Schedule shall not be considered to be binding on the County of El Dorado for the purpose of establishing damages for delay that occur prior to the Time for Completion set forth in the Construction Agreement. Silence or inaction with regard to Contractor's Schedule shall not be construed as acquiescence or acceptance of the Schedule as being binding on County. Float, of all types whether for the entire Project or for specific tasks, is for the benefit of County and may be used by County without penalty.

3.16 SURVEYS AND STAKING

3.16.1 Preservation of Survey Control Points: Contractor shall preserve all bench marks, monuments, and other survey control reference points. If displaced or lost, they shall immediately be replaced by a Licensed Surveyor or Registered Civil Engineer at no additional cost to County.

3.17 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.17.1 Submittal Definition: The term Submittal shall include all of the following:

1. Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.
2. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
3. Samples are physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.

3.17.2 Purpose of Submittals: Submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

3.17.3 Submittal: The Contractor shall review, approve, and submit to the Engineer, Submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the County or of separate contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action.

3.17.4 Review of Submittals: The Contractor shall perform no portion of the Work requiring Submittals and review until the respective Submittal has been approved by the Engineer. Such Work shall be in accordance with approved submittals. By approving and submitting Submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.17.5 Approval of Submittals: The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Engineer's approval of Submittals unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submittal and the Engineer has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Submittals by the Engineer's approval thereof.

3.18 USE OF SITE

3.18.1 Site Usage: The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.18.2 Sanitary Facilities: Contractor shall furnish adequate toilet facilities at the site of the work. Such facilities shall be subject to the concurrence of the County as to location and type. Contractor shall maintain the facilities in sanitary condition from the beginning of the work until completion and shall then remove the facilities and disinfect the premises. All portions of the work shall be maintained at all times in a neat, clean and sanitary condition.

3.19 COORDINATION OF WORK

3.19.1 Material and Equipment Storage: The Contractor shall afford the County and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

3.19.2 Discrepancies or Defects: If part of the Contractor's Work depends for proper execution or results upon construction or operations by the County or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Engineer apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the County's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

3.19.3 Remedy of Damages: The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the County or separate contractors as provided in the Contract Drawings.

3.19.4 Cutting and Patching: The County and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Paragraph 3.11.4 of the General Conditions.

3.20 POTENTIAL ENVIRONMENTAL IMPACTS AND MITIGATION MEASURES

3.20.1 Digging Trenches or Other Excavations; Notification; Investigation; Continuation of Work: Pursuant to California Code § 7104, Contractor work involving digging trenches or other excavations that extend deeper than four feet below the surface must adhere to the following:

1. That the Contractor shall promptly, and before the following conditions are disturbed, notify the County, in writing, of any:

- A) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - B) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
 - C) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided in the contract.
2. That the County shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in this contract.
 3. That, in the event that a dispute arises between the County and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between contracting parties.

3.21 NOTICE OF DISCOVERY OF HAZARDOUS WASTE OR UNUSUAL CONDITIONS

The Contractor shall promptly, and before the following conditions are disturbed, notify the County in writing, in the event the Contractor encounters, any of the following:

1. Material that the Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
2. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in the contract.

The County shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work shall issue a change order under the procedures described herein.

In the event a dispute arises between the County and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for in the contract, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the Contractor and the County.

3.22 CERTIFICATION AS TO DRUG FREE WORKPLACE

1. Every person or organization awarded a contract or a grant for the procurement of any property or services from any government agency shall certify to the contracting agency that it will provide a drug-free workplace by doing all of the following:
 - (A) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specify the actions that will be taken against employees for violations of the prohibition.
2. Establishing a drug free awareness program to inform employees about all of the following:
 - (A) The dangers of drug abuse in the workplace.
 - (B) The person's or organization's policy of maintaining a drug free workplace.
 - (C) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (D) The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

3.23 SUBCONTRACTOR LISTING

Listing of Subcontractors in bid: Bidding contractor shall, in his or her bid or offer, set forth:

- (a)(1) The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and install

a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000) whichever is greater.

(b) The portion of the work that will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.

Article 4

ADMINISTRATION OF CONTRACT

4.1 ADMINISTRATION OF CONTRACT

4.1.1 Contract Communications: Unless otherwise provided in the Contract or when direct communications have specifically been authorized, all parties shall communicate through the County's Representative or the Inspector, if one is appointed. Communications by and with the subcontractors and material suppliers shall be through the Contractor. Communications by Contractor to separate contractors, architect, or engineer shall be through the County's Representative or the Inspector, if one is appointed.

4.1.2 Control of Work: The County's Representative or the Inspector will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The County's Representative or the Inspector will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The County's Representative or the Inspector will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

4.1.3 Recommendation for Payments: Based on the observations and evaluations of the Contractor's Applications for Payment, the County's Representative or the Inspector, if one is appointed, will review amounts due the Contractor and will recommend to County, payments to Contractor as set forth in the section 6.4.

4.1.4 Inspector's Authority: The Inspector will have the authority to stop work whenever necessary to ensure a proper execution of the Work. The Inspector will also have authority to reject Work which does not conform to the Contract Documents. Whenever the Inspector considers it necessary or advisable for implementation of the intent of the Contract Documents, the Inspector will have authority to require additional inspection or testing of the Work in accordance with the following section whether or not such Work is fabricated, installed, or completed. However, neither this authority of the Inspector nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Inspector to the Contractor, subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

4.2 INSPECTION AND TESTING

4.2.1 Advance Notice: Contractor shall notify County's Representative and Inspector 24 hours prior to any day in which Contractor will 1) require an inspection of any portion of

the Work, and 2) work in excess of 8 hours or any time Contractor intends to work weekends. Any work not performed subject to inspection will not be accepted and will be rejected and/ or ordered removed by County, or Inspector.

4.2.2 Access to Work: The County's Representative and the Inspector will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State Agency shall be permitted to inspect all Work, materials, payrolls, records on personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

4.2.3 Costs of Tests: The County shall bear all costs related to testing for conformance of the Work to the Contract requirements. However, if the Contractor has called for any testing, and that test fails, subsequent tests, and all related costs, shall be borne by the Contractor. CQA Contractor bears all costs.

4.2.4 Preparation of Change Directives/Orders: The County's Representative or the Inspector, if one is appointed, will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in the article entitled CHANGES IN WORK. Minor changes are considered to be less than \$50,000.

4.3 CLAIMS

4.3.1 Time Limits on Claims: Claims by Contractor must be made within 21 days after occurrence of the event giving rise to such Claim, except that claims made due to delay or hindrances which Contractor claims was caused by County shall be made within 10 days after occurrence of the event giving rise to such Claim. Claims must be made by written notice. Failure to make such claim in writing in the time set forth herein shall bar Contractor from recourse for such claim. All claims must be filed on or before the payment date of Final Payment.

4.3.2 Claims for Additional Costs:

1. If Contractor wishes to make a Claim for an increase in the Contract Price, he shall give the County written notice thereof within the time set forth in Paragraph 4.3.2. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall, as soon as possible, advise County of his intent to do the Work.
2. Increases in Contract Price due to Claims shall be calculated based on the Cost Reimbursement method detailed in Paragraph 5.4.1.3.

3. Under no circumstances shall Contractor recover any administrative overhead costs or recover on the basis of any "Home Office" damages formula, "Total Cost" recovery formula, or any other such formula.

4.3.3 Claims for Additional Time:

1. If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.
2. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.
3. The County shall not be liable for any damages on account of any reasonable delay or hindrance of the County. However, Contractor shall be entitled to an extension of time for any delay or hindrance caused by the County. Any delay or hindrance by County which is unreasonable and not within the contemplation of the parties may subject County to a claim for damages. Contractor shall make any claims in writing within the time set forth in Paragraph 4.3.2., for any unreasonable delay or hindrance caused by County, and specifying the cause thereof as required in paragraph "Submittal of Claims".

4.3.4 Submittal of Claims: Any disputes relating to this Contract, or its breach, which is not disposed of by agreement shall be promptly submitted as a claim to and decided by the County's Representative who shall issue a written decision on the dispute. Claims shall be submitted by the Contractor to the County's Representative with adequate supporting data and include a demand for the County's Representative's decision. Adequate supporting data shall include, but is not limited to, a statement of the reasons for the asserted entitlement, the certified payroll, invoice for material and equipment rental, and an itemized breakdown of any adjustment sought.

4.3.5 Submission Under Penalty of Perjury: The Contractor shall certify, at the time of submission of a claim, as follows:

"I certify under penalty of perjury under the laws of the State of California, that the claim is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the contract adjustment for which the County is liable.

By: _____
“(Contractor's signature)”

4.4 DISPUTES RESOLUTION

4.4.1 Continue Work During Dispute: In the event of any dispute between the County and the Contractor, the Contractor will not stop Work but will prosecute the work diligently to completion in the manner directed by the County, and the dispute shall be resolved by a court of law after completion of the Work. However, all disputes must be submitted by Contractor in accordance with the subsequent provisions of this section.

4.4.2 County's Review of Claim: The County's Representative shall review the facts pertinent to the claim, secure assistance from legal and other advisors, coordinate with the contract administrators, and within the time stipulated in Paragraph 4.4.3., render a written decision on the claim. A copy of the decision shall be furnished to the Contractor by certified mail, return receipt requested, or any other method that provides evidence of receipt. The decision of the County's Representative shall be final and conclusive except as is otherwise provided herein.

4.4.3 Requirements for Filing a Claim: For any Claim Subject to this article, the following requirements apply: The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

1. For claims of less than fifty thousand dollars (\$50,000), the County shall respond in writing to any written claim within 45 days of receipt of the claim or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the County may have against the claimant. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the County and claimant. The County's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
2. For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the County shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the County may have against the claimant. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the County and the claimant. The County's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period time no

greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

3. If the claimant disputes the County's written response, or the County fails to respond within the time prescribed, the claimant may so notify the County, in writing, either within 15 days of receipt of the County's response or within 15 days of the County's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the County shall schedule a meet and confer conference within 30 days for settlement of the dispute.
4. If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

4.4.4 Claims Exempt from Review: The procedures and remedies provided in this Section 4.4 do not apply to:

1. Any claims by the County.
2. Any claim for or respecting personal injury or death or reimbursement or other compensation arising out of or resulting from liability for personal injury or death.
3. Any claim or dispute relating to stop payment requests or stop notices.
4. Any claim related to the approval, refusal to approve, or substitution of subcontractors, regardless of tier, and suppliers.

4.4.5 Procedure to Resolve Civil Claims: The County and claimant shall follow procedures established for all civil actions filed to resolve claims pursuant to Section 20104.4 of the Public Contract Code.

4.4.6 Payment of Undisputed Portion of Claim: Payment by County of undisputed portion of claim; interest on arbitration award or judgment.

1. County shall pay claimant such portion of a claim which is undisputed except as otherwise provided in the Contract.

2. In any suit filed under Section 20104.4, of the Public Contract Code, the County shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

4.4.7 Suit in El Dorado County Only: Any litigation arising out of this Contract shall be brought in El Dorado County and Contractor hereby waives the removal provisions of California Code of Civil Procedure Section 394.

Article 5

CHANGES IN WORK

5.1 WAIVER

5.1.1 Waivers of Contract Provisions: It is expressly understood and agreed that no waiver granted by the Inspector or the County of any term, provision, or covenant of this Contract shall constitute a precedent for breach of the same or any other terms, provisions, or covenants of this Contract.

5.2 CHANGES

5.2.1 County May Order Changes in Work: The Contractor agrees that the County, without invalidating the Contract, may order changes in Work by altering, adding to, or deducting from the Work, the Contract Amount being adjusted according to the provisions of Section 5.4. Contractor agrees to enter into a modification of his original Contract for such changes.

5.2.2 Cost Proposals: Upon request of the County for a quotation on the change to the Work, the Contractor shall promptly submit to County's Representative or the Inspector, if one is appointed, in writing a detailed breakdown of the work and of the amount of deduction or addition claimed. In no case shall Cost Proposals be provided later than 30 calendar days from the date requested. The County's request for quotations on alterations to the Work shall not be considered authorization to proceed with the work prior to issuance of a Change Order, nor shall such request justify any delay in existing work. If Contractor fails to provide Cost Proposals within 30 calendar days, County may prepare the Cost Proposal based on estimates of labor, materials, and equipment. This proposal, prepared by County, shall be binding on the Contractor, will become the basis for Contract Price adjustment, and shall not be subject to dispute or claim.

5.2.3 Contract Change Instrument: Changes in work involving a change in Contract Price or Contract Time shall be done only pursuant to a written Field Order, written Change Order, or written Construction Change Directive as set forth below in this article.

5.2.4 Changes Shall Conform to Contract: Changes in work shall be performed in conformance with applicable provisions of the Contract Documents, and the Contractor shall proceed promptly unless otherwise provided in the Field Order, Change Order, or Change Directive.

5.3 CONTRACT CHANGE INSTRUMENTS

5.3.1 Field Order: The County's Representative or the Inspector may order minor changes in work by use of a Field Order. These minor changes will involve neither

changes in the Contract Price or Contract Time. If the Contractor disagrees that the change does not involve a change in cost or time, then a Change Order or Change Directive shall be used.

5.3.2 Change Order: The Change Order shall be used in cases where County and Contractor agree on the change in work, the amount of or method of computing the Contract Amount, and the amount of adjustment in Contract Time.

5.3.3 Change Directive: In the event that the County and Contractor do not agree on the proposed change in work, and/or the proposed adjustment of Contract Price and Time, or in the event it is essential that the Contractor proceed expeditiously and without delay, then County may, by issuance of a Construction Change Directive, order changes in work, and the Contractor shall promptly proceed with the change in work involved.

1. Acceptance of Change Directive: If Contractor agrees with the Change Directive, the Contractor shall by his signature thereon, indicate his acceptance of the terms of the Directive, including adjustments to price and time, and the Change Directive shall then be followed by a Change Order.
2. Non-Acceptance of Change Directive: If the Contractor disagrees with the method of computing an increase in Contract Price, then the amount of adjustment shall be computed by the Cost Reimbursement method detailed in Basis for Adjustment. Disagreements with amounts or credits, under the Cost Reimbursement method, or time, shall be considered a dispute, and processed under the section on Disputes Resolution.

5.4 BASIS OF ADJUSTMENT

5.4.1 Methods of Adjustment: The amount of adjustments to Contract Price, whether a credit or payment, shall be computed by one of the methods detailed below. The method used shall be at the sole determination of the County.

1. Unit Prices: Those prices stipulated in the Bid Proposal shall be utilized where they are applicable. In the event the change in original quantity is in excess of 25 percent of the original bid quantity, and the total dollar value of that bid is significant, the County shall review the unit price to determine if a new unit price shall be renegotiated. Unit prices for new items shall be negotiated and mutually agreed upon.
2. Lump Sum: A total lump sum for the Work negotiated and mutually acceptable to the Contractor and County. Lump sum quotations for modifications to the Work shall include substantiating documentation with an itemized breakdown of Contractor's and subcontractor's costs, including

labor, materials, rentals, approved services, overhead, and profit all calculated as specified in the Cost Reimbursement method which follows.

3. Cost Reimbursement (Extra Work): In this method, the payment for Extra Work shall be made on a time and expense basis that is on an accounting of the Contractor's forces, materials, equipment, and other items of cost as required and used to do the Work. Payment will be made for the documented actual cost of the following:
 - a. Costs of labor, excluding supervisory personnel, including social security, old age and unemployment insurance, fringe benefits required by agreement, labor insurance and labor taxes established by law,
 - b. Costs of materials, supplies, and equipment, including cost of transportation and sales tax, whether incorporated if paid for by the Contractor or his subcontractor,
 - c. Rental costs, prevailing in the area, of machinery and equipment for the actual time used, and including transportation costs for items having value in excess of \$100,
 - d. Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work,

To the above cost the Contractor shall be allowed a markup of 20 percent on direct labor charges and 15 percent for all other cost items. When any or all of the Extra Work is done by one of the Contractor's subcontractors, the markups set forth above shall be applied to the subcontractor's actual costs to which a 5 percent markup shall be allowed the Contractor. These markups shall be considered to be full compensation, covering the cost of general supervision, administration, overhead, profit, and any and all other general expenses, including, but not limited to, uniforms, hand tools, safety equipment, travel and lodging.

5.5 EXTENSION OF TIME FOR COMPLETION

5.5.1 Contractor Delayed or Hindered: Should the Contractor be delayed or hindered in the completion of the Work by the neglect of the County, or by fire, by strikes, lockouts, embargoes or earthquakes, and any other causes the Inspector approves as not having been reasonably foreseeable at the time of execution of the Contract Documents, then the time allowance herein fixed for the completion of the Work shall be extended for a period equivalent to the time lost by reason of any or all of the causes aforesaid. Time extensions must be requested in accordance with Section 4.3.

5.5.2 Agreement on Time Extension: In addition, the Contractor and the County reserve the right to mutually agree in writing upon an extension of time for completion

for causes other than enumerated above; the Inspector must recommend, and the additional time so allowed must be by Change Order.

5.5.3 Time Extension Not Waiver: The granting of an extension of time by the County for performance by the Contractor shall not operate as a waiver or stop the County from claiming damages due to any other delays, prior or subsequent, which were not approved by the Inspector and the County as provided herein.

Article 6

PAYMENTS AND COMPLETION

6.1 GENERAL

6.1.1 Contract Price: The Contract Price is stated in the Agreement is the total amount payable by the County to the Contractor for performance of the Work under the Contract Documents.

6.1.2 Waiver: Neither the acceptance of the Work by the County nor the payment any part or all of the sum due the Contractor hereunder shall constitute a waiver by the County of any claim which the County may have against the Contractor or Surety under this Contract or otherwise.

6.1.3 Manner of Paying Warrants: Payments become due under the terms of this Contract in the manner prescribed by law. The Auditor shall cause a warrant for the Certified amount to be drawn upon the proper fund of the Treasurer of the County, which warrant shall be approved and issued to Contractor within that period of time customarily required to process said warrants in the ordinary course of County business.

6.2 APPLICATIONS FOR PAYMENT

6.2.1 Submittal of Applications: Every 30 days, the Contractor may submit to the County's Representative, or the Inspector, if one is appointed, an itemized Application for Payment for work completed to date. Such application shall be supported by such data substantiation the Contractor's right to payment as the County may require, such as copies of requisitions from subcontractors and material suppliers.

6.2.2 Basis for Payment: Each Application for Payment shall be based upon the Contract Unit Prices as applicable. Applications shall indicate the percentage of completion of each item of the Work as bid as of the end of the month covered by the Application.

6.2.3 Work Free of Liens: The Contractor warrants that upon submittal of an Application for Payment, all work for which Certificates for Payment have been previously issued and payments received from the County shall be free and clear of liens, claims, security interests, or encumbrances against Contractor by subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment in relation to the Work.

6.3 CERTIFICATION FOR PAYMENT

6.3.1 Certification Determination: The County's Representative, or the Inspector, if one is appointed, will, within 7 days after receipt of the Contractor's Application for Payment, either issue to the County a Certification for Payment, with a copy to the Contractor, for such amount as determined to be properly due, or notify the Contractor and County of the reasons for withholding certification in whole or in part as provided in the following paragraph.

6.4 WITHHOLDING FROM PAYMENTS

6.4.1 Reasons for Withholding: The County, upon recommendation of the Inspector, may withhold payments, or on account of subsequently discovered evidence nullify the whole or a part of any progress or retention payments to such extent as may be necessary to protect the County from loss on account of:

1. Defective work or material not remedied or replaced.
2. The filing of claims or Stop Notices to withhold, or reasonable evidence indicating probable filing of such claims or notices.
3. Failure of the Contractor to make payments properly to subcontractors, or for materials or labor.
4. Failure to make payments to any person or entity for financial obligations of the Contractor under terms of this Contract.
5. A reasonable doubt that the Contract can be completed for the balance then unpaid.
6. Damage to another contractor.
7. Performance of work in violation of the terms of the Contract Documents.
8. Excessive costs to the County.
9. Failure of Contractor to comply with requirements for timely submittal of specified documentation, including but not limited to construction schedules, cost proposals, and submittals.

6.4.2 Release of Payment: When the above grounds for withholding are removed, payment shall be made for amounts withheld because of them.

6.5 SUBSTITUTE SECURITIES FOR 10 PERCENT RETENTION

6.5.1 Escrow Account Requirements: The Contractor may at his request and expense, in lieu of the monies withheld by the County as provided herein, deposit securities equivalent to the amount withheld with a State or Federally chartered bank as an escrow agent. Securities eligible are those listed in California Government Code Section 16430, or bank or savings and loan certificates of deposit. The terms and conditions of the escrow shall be as set forth in Government Code Section 22300.

6.6 FINAL COMPLETION AND PAYMENT OF RETAINAGE

6.6.1 Affidavit of Payment: After the date of Substantial Completion of the Work, and before final acceptance of the Work, the Contractor shall file with the County his affidavit, sworn to before a Notary Public, stating that all workmen and persons employed, all firms supplying materials, and all subcontractors upon the project for either labor or material have been paid in full, except certain items, if any, to be set forth in such affidavit covering disputed claims, including claims for acceleration, disruption, delays, inefficiencies, and hindrance, or items in connection with which Stop Notices have been filed under the provisions of the Statutes of the State of California. The filing of such affidavit by the Contractor shall be one of the prerequisites to the making, by the County, of the 10 percent retainage payment on the Contract.

6.6.2 Final Inspection: Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County will promptly make such inspection and, when the County's Representative, or the Inspector, if one is appointed, finds the work acceptable under the Contract Documents and the Contract fully performed, the County's Representative, or the County's Representative or Inspector, if one is appointed, will promptly recommend to County that County may consider the Project complete and that payment of retainage may be made.

6.6.3 Final Certification: Before issuance of final payment, Contractor shall file, with County, a certificate in which he certifies that to the best of the Contractor's knowledge, information, and belief, and on the basis of observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents.

6.6.4 Payment of Retention: Forty-five days after the notice of completion has been filed, provided the Work be fully completed and the Contract fully performed, the balance due under the Contract shall be paid, less any monies held for stop notices. These payments shall not be construed as an absolute acceptance of the work done up to the time of such payments. The Contractor, if requested by the County, shall furnish receipts or other vouchers showing his payments for materials and labor.

6.6.5 Notice of Completion: The Work shall be accepted in writing in the form of a Notice of Completion, as filed with the El Dorado County Board of Supervisors, when the whole shall have been completed satisfactorily to the County. In judging the Work,

no allowance for deviations from the original Specifications will be made unless already approved in writing at the proper times and in the manner as called for herein. The Notice of Completion shall be recorded.

Article 7

PROTECTION OF PERSONS AND PROPERTY

7.1 PROTECTION OF WORK, PROPERTY, AND PERSONS

7.1.1 Responsible for Damage to the County's Property: The Contractor shall be entirely responsible for any damage to the property of the County due to careless handling of tools and/or materials or other causes attributed to the Contractor's Work in performing this Contract.

7.1.2 Responsible for Safety: The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

7.1.3 Safety and Convenience: The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. The Contractor will notify owners of adjacent utilities when prosecution of the Work may affect them.

7.1.4 Remedy Damages: The Contractor will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or part, by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone of whose acts any of them would be liable, except damage or loss attributable to the sole fault or to the acts or omissions of the County or the Inspector or anyone employed by them and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

7.1.5 Protection of Workers in Trenches: As required by Section 6705 of the California Labor Code, and in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches 5 feet or more in depth, Contractor shall submit for acceptance by the County or by a registered civil or structural engineer, employed by the County, to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, or such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs therefor shall be included in the price named in the Contract for completion of the work as set forth in the Contract Documents. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this section shall be construed to impose tort liability on the County, the Engineer, nor any of their officers, agents, representatives, or employees.

7.1.6 Relocation of Utilities: As required by Section 4215 of the California Government Code, the County will assume responsibility for the removal, relocation, and protection of main or trunk-line utility facilities existing on the construction site, if such facilities are not shown to the Contractor and/or as not identified on any plans and specifications and the County shall compensate the Contractor for the costs of locating and repairing damage to such facilities not due to the failure of the Contractor to exercise reasonable care.

In accordance with the provisions of Section 4215 of the California Government Code, Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the County or owner of the utility to provide for the removal or relocation of such utility facilities (such utilities that were not identified on any plans or specifications).

Nothing herein shall be deemed to require the County to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction.

If the Contractor, while performing work under this Contract, discovers utility facilities not identified in the contract plans or specifications, he shall immediately notify the County and Project Manager. The County shall not be liable for the Contractor's performance of unauthorized work.

Article 8

INSURANCE AND BONDS

8.1 INSURANCE

8.1.1 Copies of Insurance Policies: Before commencing any work under the Contract, the Contractor shall obtain insurance policies, as specified below. Each of the insurance policies shall be issued by a company or companies duly and legally licensed to transact business in the State of California. They shall be issued at the expense of the Contractor and shall be maintained by him and at his expense during the entire life of the Contract.

8.1.2 Co-Insured: The Contractor and all subcontractors shall be named or designated in such capacity as insured jointly, or additionally, with the County in all policies, all of which shall be open to the County's inspection. Certificates of such insurance shall be filed with the County. If the Contractor fails to effect or maintain insurance as above and so notifies the County, the County may insure its own interest and that of the subcontractors and charge the cost thereof to the Contractor. If the County is damaged by failure of the Contractor to maintain such insurance or to so notify the County, the County may recover such damages.

8.1.3 Types of Coverage: The Contractor shall provide proof of a policy of insurance satisfactory to El Dorado County Risk Management and documentation evidencing that the Contractor maintains insurance that meets the following requirements:

1. Full Workers' Compensation and Employers' Liability Insurance covering all employees of the Contractor as required by law in the State of California.
2. Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: Premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors liability.
3. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000.00) is required in the event motor vehicles are used by the Contractor in performance of the Contract.
4. In the event Contractor is a licensed professional and is performing professional services under this Contract, professional liability is required with a limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence. For the purposes of this Contract professional liability insurance is not required.
5. Explosion, Collapse and Underground coverage is required when the scope of Work includes XCU exposures. For the purposes of this Contract, XCU coverage is not required.

6. Any Environmental Hazards encountered by the Contractor at the project site shall be covered by the Commercial General Liability Insurance policy and the County of El Dorado shall be named as an additional insured.
7. Contractors Pollution Liability of not less than Two Million Dollars (\$2,000,000) each occurrence and Five Million Dollars (\$5,000,000) aggregate. Coverage should be maintained for a minimum of five (5) years after contract completion.

8.1.4 PROOF OF INSURANCE REQUIREMENTS:

- A. Contractor shall furnish proof of coverage satisfactory to the El Dorado County Risk Manager as evidence that the insurance required herein is being maintained. The insurance will be issued by an insurance company acceptable to the Risk Manager, or be provided through partial or total self-insurance likewise acceptable to the Risk Manager, on Forms acceptable to the County Risk Manager.
- B. The County of El Dorado and the Engineer, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Contract are concerned. This provision shall apply to all liability policies except Workers' Compensation and professional liability insurance policies. Proof that the County and Engineer are named additional insured shall be made by providing the Risk Manager with a certified copy, or other acceptable evidence, of an endorsement to Contractor's insurance policy naming the County and Engineer additional insured.
- C. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Contract for not less than three (3) years following completion of performance of this Contract.
- D. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

8.1.5 INSURANCE NOTIFICATION REQUIREMENTS

- A. The insurance required herein shall provide that no cancellation or material change in any policy shall become effective except upon

thirty (30) days prior written notice to the County of El Dorado at the office of the Environmental Management Department, 2850 Fairlane Ct, Bldg C, Placerville, CA 95667.

- B. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Contract. In the event said insurance coverage expires at any time or times during the term of this Contract, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Contract, or for a period of not less than one (1) year (for an occurrence policy) or three (3) years (for a claims made policy). New certificates of insurance are subject to the approval of the Risk Manager.

ADDITIONAL STANDARDS: Certificate shall meet such additional standards as may be determined by the Contracting County Department either independently or in consultation with the Risk Manager, as essential for protection of the County.

COMMENCEMENT OF PERFORMANCE: Contractor shall not commence performance of this Contract unless and until compliance with each and every requirement of the insurance provisions is achieved.

MATERIAL BREACH: Failure of Contractor to maintain the insurance required herein, or to comply with any of the requirements of the insurance provisions, shall constitute a material breach of the entire Contract.

REPORTING PROVISIONS: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

PRIMARY COVERAGE: The Contractor's insurance coverage 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 or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

PREMIUM PAYMENTS: The insurance companies shall have no recourse against the County of El Dorado its officers, agents, employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

CONTRACTOR'S OBLIGATIONS: Contractor's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Contract.

8.2 BONDS

8.2.1 General Requirements for Bonds: Before commencing any Work under the Contract, the Contractor shall file two of each type of bond with the County. These bonds shall be in the amounts and for the purposes specified below. They shall be Surety bonds and shall be issued by corporations duly and legally licensed to transact business in the State of California. They shall be maintained by him and at his expense during the entire life of the Contract or later as provided.

8.2.2 Performance Bond: One bond shall be in the amount of 100 percent of the Contract price, and shall guarantee the faithful performance of the Contract and shall insure the County during the life of the Contract.

8.2.3 Payment Bond: One bond shall be in the amount of 100 percent of the Contract price, and shall guarantee the payment in full of all claims for labor and materials in accordance with the provisions of the laws of the State of California.

8.2.4 Change of Surety: If, at any time a Surety on such bonds becomes irresponsible or loses its right to do business in the State of California, the County may require another Surety which the Contractor shall furnish within 10 calendar days after receipt of written notice to do so. Evidence of authority of an attorney-in-fact acting for the corporate Surety must be provided in the form of a certificate as to his power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the bonds. The form of the bonds shall be subject to approval by the County.

Article 9

UNCOVERING AND CORRECTION OF WORK

9.1 DEVIATION FROM SPECIFICATIONS

9.1.1 Improper Work: If the Contractor shall vary from the Specifications in the form or quality of the Work, or the amount or value of the materials herein provided for, the County shall have the right to order such improper work or materials removed, remade, or replaced. In the event that the Work is ordered changed, any other work disturbed or damaged by such alteration shall be made good at the Contractor's expense.

9.2 CORRECTION OF WORK

9.2.1 Covered or Completed Work: If any work is covered contrary to the written instructions of the County's Representative, or the Inspector, if one is appointed, it must, if requested, be uncovered for observation and replaced at the Contractor's expense.

9.2.2 Inspection of Covered Work: If the County's Representative or the Inspector, if one is appointed, considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, upon request, will uncover, expose, or otherwise make available for observation, inspection, or testing as the Inspector may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction; if, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract price or an extension of the Contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and construction, and an appropriate Change Order shall be issued.

9.2.3 Rejected Work: The Contractor shall promptly remove from the premises all Work rejected by County for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work either during the term of the Contract or during the warranty period, in accordance with the Contract Documents and without expense to the County and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.

9.2.4 Cost of Correction: All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within 10 days after receipt of written notice, the County may remove such Work and store the materials at the expense of the Contractor. County also may perform such Work or repairs itself and charge the expense to the Contractor.

9.2.5 Correction During Guarantee Period: If, within 1 year after the date of substantial completion of the Work or designated portion thereof, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the County to do so. This period of 1 year shall be extended with respect to portions of Work first performed after substantial completion by the period of time between substantial completion and the actual performance of the Work. This obligation under this subparagraph shall survive acceptance of the Work under the Contract and termination of the Contract. The County shall give such notice promptly after discovery of the condition.

Article 10

TERMINATION OR SUSPENSION OF CONTRACT

10.1 TERMINATION BY THE COUNTY FOR CONVENIENCE

10.1.1 Right to Terminate: The County reserves the right to terminate the Contract at any time upon determination by the County's Representative that termination of the Contract is in the best interest of the County. County shall issue the Contractor a written notice specifying that the Contract is to be terminated.

10.1.2 Contractor's Duties: Upon receipt of said written notice, Contractor shall stop all work under the Contract except that specifically directed to be completed prior to acceptance, perform Work the Inspector deems necessary to secure the project for termination, remove equipment and plant from the site of work, take such action as is necessary to protect materials from damage, dispose of materials not yet used in the Work as directed by the County, and clean up the site.

10.1.3 Payment for Work: If the Contract is terminated for County's convenience as provided herein, all finished or unfinished work and materials previously paid for shall, at the option of County, become its property. Contractor shall be paid an amount which reflects costs incurred for work provided to the date of notification of termination. In addition, Contractor shall be paid the reasonable cost, as solely judged by County, and without profit, for all work performed to secure the project for termination.

10.2 TERMINATION BY THE COUNTY FOR CAUSE

10.2.1 Written Termination Notice: If the Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors or if a trustee or receiver is appointed for the Contractor or for any of its property, or if Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or on more than one occasion fails to supply sufficient skilled workmen or suitable material or equipment, or on more than one occasion fails to make prompt payments to subcontractors or for labor, materials, or equipment, or disregards the authority of the County's Representative, or the Inspector, if one is appointed, or otherwise violates any provision of the Contract Documents, then the County may, without prejudice to any other right or remedy and after giving the Contractor and its Surety a minimum of 10 days from delivery of a written termination notice, terminate the services of the Contractor and take equipment and machinery thereon owned by the Contractor and finish the Work by whatever method the County may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

10.2.2 Notice to Work or Quit: Without prejudice to other rights or remedies the County may have, if the Contractor fails to begin delivery of materials and equipment, to

commence Work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner and at such locations as specified, or fails to maintain a work program which will ensure the County's interest, or, if the Contractor is not carrying out the intent of the Contract, an Inspector's written notice may be served upon the Contractor and the Surety on its faithful performance bond demanding satisfactory compliance with the Contract.

1. If the Contractor or its Surety does not comply with such notice within 5 days after receiving it, or after starting to comply, fails to continue, the County may exclude it from the premises and take possession of all material and equipment, and complete the Work by County's forces, by letting the unfinished Work to another Contractor, or by a combination of such methods.

10.2.3 County's Rights After Termination: Where the Contractor's services have been so terminated by the County, said termination shall not affect any right of the County against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the County due the Contractor will not release the Contractor from compliance with the Contract Documents.

1. If the unpaid balance of the Contract price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to the Contractor. If the sums under the Contract are insufficient for completion, the Contractor or Surety shall pay to the County within 5 days after the completion, all costs in excess of the Contract price. In any event, the cost of completing the Work shall be charged against the Contractor and its Surety and may be deducted from any money due or becoming due from the County.
2. If the Surety assumes any part of the Work, it shall take the Contractor's place in all respect for that part and shall be paid by the County for all Work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due the Contractor at the time of its default shall be payable to the Surety as the work progressed, subject to the terms of the Contract.
3. The provisions of the section shall be in addition to all other rights and remedies available to the County under law.

10.2.4 Rights and Obligations of Parties: If after notice of termination under Paragraph 10.2.2, it is determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the provisions of Section 10.1, Termination by County for Convenience. The Contract shall be equitably adjusted to compensate for such termination in accordance with Section 10.1.

10.2.5 Fiscal Considerations: The parties to this Contract recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products; equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Contract to the contrary, County shall give notice of cancellation of this Contract in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Contract. Upon the effective date of such notice, this Contract shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were agreed to be performed, pursuant to this paragraph in the sole discretion of the County, this Contract may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

10.3 SUSPENSION OF WORK

10.3.1 County May Suspend: The County may suspend the Work or any portion thereof for a period of not more than 90 days or such further time as agreed upon by the Contractor, by written notice to the Contractor and the Inspector which shall fix the date on which work shall be resumed.

10.3.2 Resumption of Work: The Contractor shall resume that Work on the dates so fixed. The Contractor shall be allowed an increase in the Contract price or an extension of the Contract time, or both, directly attributed to any suspension.

* * * * *

COUNTY OF EL DORADO PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ of _____

hereinafter called the CONTRACTOR (Principal), and _____, a

corporation duly organized and existing under and by virtue of the laws of the State of _____,

hereinafter called the SURETY, and authorized to transact business within the State of California,

as SURETY, are held and firmly bound unto the County of El Dorado as OWNER (Obligee), in the

sum of: _____ DOLLARS (\$_____), lawful

money of the United States of America, for the payment of which, well and truly be made to the

OWNER, the CONTRACTOR and the SURETY bind themselves and each of their heirs,

executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as

follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto

attached, with the OWNER, dated _____, 2011, for the Union Mine Wastewater Treatment

Construction and Renovation of the Existing Wastewater Treatment Plant, Project #007E-PW-

10/11-BOS.

NOW THEREFORE, if the CONTRACTOR shall well and truly perform and fulfill all the

undertakings, covenants, terms, conditions and agreement of said Contract during the original term

of said Contract and any extensions thereof that may be granted by the Owner, with or without

notice to the Surety, and during the life of any guaranty required under the Contract, and shall also

well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements

of any and all duly authorized modifications of said Contract that may thereafter be made, then this

obligation shall be void, otherwise the same shall remain in full force and virtue for one (1) year

after filing of the Notice of Completion.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

No right or action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this _____ day of _____, 2011, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By _____ (Seal)

ATTEST

SURETY

By _____ (Seal)

ATTEST

APPROVED AS TO FORM: _____, 2011
_____, Owner

ADDRESS OF SURETY FOR SERVICE OF NOTICE:

COUNTY OF EL DORADO PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ of herein after called the CONTRACTOR (Principal), and _____, a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the SURETY, and authorized to transact business within the State of California, as SURETY, are held and firmly bound unto the County of El Dorado (Obligee), in the sum of: _____ DOLLARS (\$_____), lawful money of the United States of America, for the payment of which, well and truly be made to the COUNTY, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present as follows:

THE CONDITION OF THE ABOVE OBLIGED IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract here to attached, with the COUNTY, dated _____, 2011, for the Construction and Renovation of the Existing Union Mine Wastewater Treatment Plant, El Dorado County, California, Contract # 007E-PW-10/11-BOS.

That if said Contractor, his or its heir, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any of the persons names in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor that the Surety or Sureties will pay for the same, in an amount not exceeding the sum specified in the bond.

That, this bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give right of action to such persons or their assigns in any suit brought upon this bond.

NOW THEREFORE, if the CONTRACTOR shall promptly make payment to all persons who supply labor and materials in the prosecution of the work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereinafter be made, without notice to the Surety, then this obligation shall be void; otherwise the same shall remain in full force and virtue.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this _____, 2011, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By (Seal)

ATTEST

SURETY

By (Seal)

ATTEST

APPROVED AS TO FORM: _____, 2011
_____, COUNTY

ADDRESS OF SURETY FOR SERVICE OF NOTICE:

