

**COUNTY OF EL DORADO, CALIFORNIA
COMMUNITY DEVELOPMENT SERVICES
DEPARTMENT OF TRANSPORTATION**

**CONTRACT DOCUMENTS
INCLUDING
NOTICE TO BIDDERS,
PROPOSAL, AND CONTRACT
FOR**

**TIMBER MORTALITY PROJECT
PHASE 2 - CAMINO AND GRIZZLY FLATS**

CONTRACT No. PW 17-31173, P&C No. XXX-XXXXX

BID OPENING DATE: September 7, 2017

COUNTY OF EL DORADO, STATE OF CALIFORNIA
COMMUNITY DEVELOPMENT SERVICES
DEPARTMENT OF TRANSPORTATION

TIMBER MORTALITY PROJECT

PHASE 2 - CAMINO AND GRIZZLY FLATS

CONTRACT No. PW 17-31173, P&C No. XXX-XXXXX

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**COUNTY OF EL DORADO, CALIFORNIA
COMMUNITY DEVELOPMENT SERVICES
DEPARTMENT OF TRANSPORTATION**

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN by the County of El Dorado, State of California, that sealed bids for work in accordance with the Contract Documents designated:

**TIMBER MORTALITY PROJECT
PHASE 2 - CAMINO AND GRIZZLY FLATS
CONTRACT N. PW 17-31173, P&C NO. XXX-XXXX**

Will be received by the Community Development Services, Department of Transportation, at the front counter of 2850 Fairlane Court, Building C, Placerville, California, until **September 7, 2017 at 2:00 PM**, at which time bids will be publicly opened and read by the County of El Dorado Community Development Services, Transportation Department.

No Bid may be withdrawn after the time established for receiving bids or before the award and execution of the Contract, unless the award is delayed for a period exceeding sixty (60) calendar days. Bids must be executed in accordance with the instructions given and forms provided in the bound Contract Documents furnished by the County of El Dorado Community Development Services, Department of Transportation **through Quest Construction Data Network (Quest)**. **The Proposal including the Bidder's Security shall be submitted in a sealed envelope clearly marked:**

**"TIMBER MORTALITY PROJECT
PHASE 2 - CAMINO AND GRIZZLY FLATS
CONTRACT No. PW 17-31173, P&C No. XXX-XXXX**

TO BE OPENED AT 2 P.M. ON September 7, 2017

LOCATION/DESCRIPTION OF THE WORK: The project is located in Camino and Grizzly Flats in the County of El Dorado. The Work to be done generally consists of, but is not limited to:

- A. Licensed Timber Operator (LTO) shall perform duties related to the falling and removal of designated dead and dying trees due to bark beetle infestation as shown in Exhibit A. Trees designated for removal will be marked with a blue or fluorescent green painted "X" and marked with a tag identifying a tree number.
- B. Other items or details not mentioned above, that are required by the Contract Documents must be performed, constructed or installed.
- C. Bids are required for the entire Work described herein.
- D. All work must be completed within 45 calendar days of Notice to Proceed.
- E. For bonding purposes the anticipated project cost is less than \$300,000.00.
- F. A **mandatory** pre-bid meeting is scheduled for this project on **August 30, 2017 at 2:00 pm** at the County of El Dorado Community Development Services, Transportation Department, 2441 Headington Road, Placerville, CA.

The meeting will be held in the downstairs conference room. Attendance at the pre-bid meeting is not mandatory.

- G. This project is being formally bid in accordance with Public Contract Code 22032 and County of El Dorado Ordinance Code section 3.14.040.

MANDATORY PRE-BID MEETING: Each bidder must attend the mandatory pre-bid meeting. The bidder's representative must be a company officer, Project superintendent, or Project estimator. For a joint venture, one of the parties must attend the mandatory pre-bid meeting.

The County does not accept a bid from a bidder who did not attend the meeting. If a bid is received from a bidder who did not attend the pre-bid meeting, that bid will be considered non-responsive.

A sign-in sheet will be used to identify the attendees. Each bidder must include the name and title of the company representative attending the meeting.

The County may hold a single pre-bid meeting for more than one contract. Sign the sign-in sheet for the contract you intend to bid on. If you are bidding on multiple contracts, sign each sign-in sheet for each contract you intend to bid on. The sign-in sheets, with the names of all companies in attendance at each pre-bid meeting, will be made available on Quest.

OBTAINING OR VIEWING CONTRACT DOCUMENTS: The Contract Documents, including the Project Plans, may be viewed and/or downloaded from the Quest website at <http://www.questcdn.com>. Interested parties may also access the Quest website by clicking on the link next to the Project Name or entering the Quest project #5212471 on the Community Development Services, Department of Transportation's website at <http://www.edcgov.us/DOT/BidsHome.aspx>.

Interested parties may view the Contract Documents, including the Project Plans, on the Quest website at no charge. The digital Contract Documents, including the Project Plans, may be downloaded for \$10.00 by inputting the Quest project # 5212471 on the websites' Project Search page. Please contact QuestCDN.com at (952) 233-1632 or info@questcdn.com for assistance in free membership, registration, downloading, and working with this digital project information. To be included on the planholders list, receive notification of addenda, and to be eligible to bid interested parties must download the Contract Documents, including the Project Plans, from Quest. **Those downloading the Contract Documents assume responsibility and risk for completeness of the downloaded Contract Documents.**

The Contract Documents, including the Project Plans, may be examined in person at the Community Development Services Department of Transportation office at 2850 Fairlane Court, Placerville CA. However the Community Development Services Department of Transportation will no longer sell paper copies of the Contract Documents.

CONTRACTORS LICENSE CLASSIFICATION: Bidders must provide a **Class A Timber Operator License** to be responsible for and supervise all work activities. Bidders must possess any additional licenses and classifications required by the categories and type of Work included in the Contract Documents and Plans at the time bids are submitted, and must maintain a valid license through completion and acceptance of the Work, including the guarantee and acceptance period. Failure of the successful Bidder to obtain proper adequate licensing will constitute a failure to execute the Contract and will result in the forfeiture of the Bidder's Security. A Contractor's License is not required.

BUSINESS LICENSE: The County Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of County of El Dorado without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. The Bidder to whom an award is made must comply with all of the requirements of the County Business License Ordinance, where applicable, prior to beginning work under this contract and at all times during the term of this contract.

SUBCONTRACTOR LIST: Each Proposal must 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 0.5% of the total in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The Bidder must also describe in the Subcontractor List the work to be performed by each subcontractor listed. The work to be performed by the subcontractor must be shown by listing the bid item number, bid item description, and portion of the work to be performed by the subcontractor in the form of a percentage (not to exceed 100%) calculated by dividing the work to be performed by the subcontractor by the respective bid item amount(s) (not by the total bid price). The percentage of each bid

item subcontracted may be submitted with the Bidder's bid or sent via email or fax to Brian Franklin, County of El Dorado Community Development Services, Department of Transportation, email- Brian.Franklin@edcgov.us, Fax-(530) 626-0387 by 4:00 p.m. on the first business day after the bid opening. The email or fax must contain the name of each subcontractor submitted with the Bidder's bid along with the bid item number, the bid item description, and the percentage of each bid item subcontracted, as described above. At the time bids are submitted, all listed subcontractors must be properly licensed to perform their designated portion of the work. The bidder's attention is directed to other provisions of the Act related to the imposition of penalties for failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

NONDISCRIMINATION: Comply with Chapter 5 of Division 4 of Title 2, California Code of Regulations and the following.

**NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM
(GOVERNMENT CODE SECTION 12990)**

Comply with Section 7-1.02I(2), "Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt State contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The specifications are applicable to all nonexempt State construction contracts and subcontracts of \$5,000 or more.

PREVAILING WAGE REQUIREMENTS: Not applicable

BID SECURITY: A bid security must be provided with each bid. Bid security must be in an amount of not less than ten percent (10%) of the total amount of the Bid for bid and must 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 **on the form provided in the Proposal section of these Contract Documents.**

BID PROTEST PROCEDURE: The protest procedure is intended to handle and resolve disputes related to the bid award for this Project pursuant to County of El Dorado policies and procedures. The protest procedure is an extension of the formal bid process and allows those who wish to protest the recommendation of an award after bid the opportunity to be heard.

Policy: Upon completion of the bid evaluation, the Community Development Services, Department of Transportation will notify all bidders of the recommendation of award, the basis therefore, and the date and time on which the recommendation for award will be considered and acted upon by the Board of Supervisors. All bidders may attend the Board of Supervisors meeting at the time the agenda item is considered, address the Board of Supervisors, and be heard.

Procedure: If a bidder wishes to protest the award, this is the procedure:

1. The Community Development Services, Department of Transportation will review the bids received in a timely fashion under the terms and conditions of the Notice to Bidders, and notify the bidders in writing, at the fax number designated in the Proposal, of its recommendation including for award or rejection of bids ("All Bidders Letter").
2. Within five (5) business days from the date of the "All Bidders Letter," the Bidder protesting the recommendation for award must submit a letter of protest to and must be received by the County of El Dorado, Community Development Services, Department of Transportation, Attention Brian Franklin, 2850 Fairlane Court,, Placerville, CA 95667, and state in detail the basis and reasons for the protest. The Bidder must provide facts to support the protest, including any evidence it wishes to be considered, together with the law, rule, regulation, or criteria on which the protest is based.
3. If Community Development Services, Department of Transportation finds the protest to be valid, it may modify its award recommendations and notify all bidders of that decision. If the Community Development Services, Department of Transportation does not agree with the protest, or otherwise fails to resolve the protest, the Community Development Services, Department of Transportation will notify the bid protestor and all interested parties of its decision and the date and time that the recommendation for award will be agendized for the Board of Supervisors' consideration and action. The Community Development Services, Department of Transportation will also include in its report to the Board of Supervisors the details of the bid protest.

4. The Bidder may attend the Board of Supervisors meeting at which the recommendation and bid protest will be considered. The Board of Supervisors will take comment from the Bidder, staff, and members of the public who wish to speak on the item. In the event that the Bidder is not in attendance at that time, the bid protest may be dismissed by the Board of Supervisors without further consideration of the merits; and

The decision of the Board of Supervisors on the bid protest will be final.

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, to waive any irregularity in a 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 Agreement by the County. Failure to meet this requirement constitutes abandonment of the Bid by the Bidder and forfeiture of the Bidder's security. Award will then be made to the next lowest, responsive, responsible Bidder.

Office Engineer must receive all required documents within the 10 business days of the date of the Notice of Award of Contract letter.

RETAINAGE FROM PAYMENTS: The Contractor may elect to receive one hundred percent (100%) of payments due under the Contract from time to time, without retention of any portion of the payment by the County, by depositing securities of equivalent value with the County in accordance with the provisions of Section 22300 of the Public Contract Code. Securities eligible for deposit hereunder are limited to those listed in Section 16430 of the Government Code, or bank or savings and loan certificates of deposit.

PROJECT ADMINISTRATION: Submit all Requests for Information (RFI) during the bid period on the Quest website under the Quest # 5212471 under "Project Q&A". If the response does not require an addendum, a response will be posted on the Quest website under the RFI under "Project Q&A". It is the bidders' responsibility to check this website under "Project Q&A" for responses to bidders' inquiries during the bid period. Addenda will be uploaded in pdf format to Quest's website and Quest will issue an automatic email notification to all planholders that have acquired the Contract Documents digitally through Quest. The list of planholders will be available on Quest's website under "View Planholders".

No oral responses to any questions concerning the content of the Contract Documents will be given. All responses will be in the form of written addenda to the Contract Documents or written responses to bidders' inquiries. Responses to bidders' inquiries and addenda will be posted on the Quest website as described above.

BY ORDER OF the Director of Transportation, County of El Dorado, State of California.

Authorized by the Board of Supervisors on August 15, 2017 at Placerville, California.

By _____
Bard R. Lower
Interim Director, Department of Transportation



**COUNTY OF EL DORADO
COMMUNITY DEVELOPMENT SERVICES
DEPARTMENT OF TRANSPORTATION**

**LICENSED TIMBER OPERATOR FOR THE TIMBER MORTALITY PROJECT
PHASE 2 – CAMINO AND GRIZZLY FLATS # PW 17-31173/P&C XXX-XXXX**

THIS AGREEMENT made and entered into by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, acting through the governing body or board thereof (hereinafter referred to as “County”), and _____, a _____ duly qualified to conduct business in the State of California, whose principal place of business is Contractor's address (hereinafter referred to as “Contractor”);

RECITALS

That for and in consideration of the mutual promises, covenants, agreements and conditions herein contained, the parties hereto agree with each other as follows:

1. Contract Documents

The complete Agreement (hereinafter “Contract”) between the parties consists of and is set forth in the Contract Documents. The Contract Documents consist of: (a) this Agreement including any map or Exhibits hereto, and any amendments thereto in accordance with the provisions herein; (b) Notice to Bidders and all bid forms including accepted Proposal, Bid Price Schedule, and Total Bid; (c) an executed Subcontractors Listing Form, if applicable; (d) executed Section 10285.1 Statement, Section 10162 Questionnaire, Section 10232 Statement, Noncollusion Affidavit; (e) the Performance Bond and Payment Bond; (f) executed Certificate of Insurance forms; (g) an executed California Form 590; (h) an executed Department of the Treasury Internal Revenue Service Form W-9 or County Payee Data Record Form, whichever is applicable; and (i) all executed Change Orders. All obligations of the parties are contained in the Contract Documents, and by acceptance of this Agreement the parties hereto agree to be bound by the provisions of all of said documents. All of said documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa, is to be executed the same as if mentioned in all of them. In the case of any conflict between this Agreement and any other contract document, this Agreement shall take precedence.

2. The Work

Contractor shall be a Class A Licensed Timber Operator and shall perform duties related to the falling and removal of designated dead and dying trees, as shown in Exhibit A, representing Phase 2 of the County’s Timber Mortality Project in response to the statewide emergency caused by bark beetle infestations. Trees designated for removal shall be marked with a blue or fluorescent green painted “X” and marked with a tag identifying a tree number.

Contractor agrees to furnish all tools, equipment, apparatus, labor, materials, and all utility and services to perform and complete in a good and workmanlike manner the following:

- Contractor shall directionally fall timber away from roads, power lines, and buildings.
- Contractor shall furnish equipment and personnel capable of working in an urban setting (i.e., close proximity to homes and service infrastructure).

- Contractor shall fall, skid, load, and transport all timber products more than 8-inches (8") scaling end diameter inside bark (DIB) from the project area to the yard located at 2895 Industrial Blvd, West Sacramento, CA 95691. The log yard hours are 7:00 AM to 5:00 PM, Monday through Friday. The log yard is closed on National Holidays. Contractor is responsible for verifying log yard is open prior to delivering logs.
- After timber products have been removed, all timber 8-inches (8") diameter and smaller shall be stacked by Contractor at roadway locations agreed upon by County. The timber shall not be chipped by Contractor. All stacked timber and timber piles shall be free of soil and all branches shall be stacked with the largest end diameter facing towards the road.
- Contractor shall cut all logs 8" in diameter and greater into the following exact lengths: 26-feet (26'), 33-feet (33'), 36-feet (36'), 38-feet 10-inches (38' 10"). Any logs 8" scaling end DIB and greater cut into lengths less than 26' will be considered short logs. Any logs not meeting the exact lengths stated above may be subject to a \$25 per thousand board feet (MBF) penalty due to the log yard needing to re-handle and trim logs.

Contractor shall load truck with 75% total volume comprised of 38' 10" logs. Log truck volume cannot be comprised of greater than 5% short logs. Contractor shall not transport logs to log yard that are less than 13-feet (13') long.

Contractor shall use the Bucking Reference Chart, below.

Bucking Reference Chart					
Segment Height to an 8" TOP ($\pm 2'$)	Target Number of Logs Under the Following Lengths With Trim Produced				
	38' 10"	36.0'	33.0'	26.0'	13.0'
~140'	2	1		1	
~130'	2			2	
~120'	3				
~110'	2		1		
~100'	1	1		1	
~90'	2				1
~80'	2				
72'	1		1		
66'			2		
62'		1		1	
59'			1	1	
52'				2	

- There shall be no storage of petroleum products allowed on or around the project areas.
- If nesting birds are found in a tree scheduled for removal, the Contract Administrator must be notified and the solution will be discussed and negotiated in the field. Trees containing nesting birds will not be removed.
- Contractor shall install erosion control devices, as needed after tree/slash removal is completed.

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- Contractor shall maintain roads used during timber operations in a condition suitable for travel. Costs to repair roads damaged by Contractor shall be the responsibility of Contractor, unless waived by County. The County will determine pre-construction condition.
 - The County has made no representation as to the present or future conditions of public or private property or of the character of the traffic on any of the roads affected by timber operations or roads to be used for timber operations. Contractor assumes all risks of damage to any property, whether public or private, and assumes all risks of injury to any person in connection with Contractor's performance hereunder and the exercise of any rights hereunder.
 - Contractor shall at his own expense maintain all necessary roads, rights and facilities, and shall at the conclusion of the operations of Contractor return the roads to as good condition and repair as they were at the commencement of the logging operations.
 - Contractor shall perform work such that all public and private utilities are protected. Any damage to the aforementioned facilities shall be the responsibility of the Contractor, unless waived by County.
 - A pre-timber operation meeting shall be conducted with Contractor, County's Tree Mortality Coordinator, and County prior to commencement of timber operations. Contractor, County, and Tree Mortality Coordinator shall agree upon quality control procedures for the project and Contractor shall certify its compliance with quality control procedures when submitting monthly progress estimates for payment.
 - Once the project has been completed and slash has been stacked by the designated roadway, Contractor shall notify County's Tree Mortality Coordinator of its completion.
 - Contractor shall not complete additional work on private parcels, if requested by the surrounding landowners, as scope of work hereunder or in connection with the County's Timber Mortality Project.
 - All materials and application methods shall be in conformance with the 2015 Caltrans Standard Specifications including any amendments thereto. The Work includes mobilization and all necessary traffic control.
 - Contractor shall provide traffic control personnel and signage that complies with the Manual of Uniform Traffic Control Devices (MUTCD), including the most recent updates to the MUTCD, and the 2010 State Standard Plans.
 - Contractor shall familiarize itself and its employees with all applicable Forest Practice laws and regulations, and applicable provisions of the California Public Resources and General Safety Codes.
 - Contractor shall pay for all damage to County property and private property resulting directly or indirectly from any acts or omissions of Contractor hereunder and shall reimburse [respective] Owner for all costs reasonably incurred as a result of Contractor's acts or omissions hereunder.
 - Contractor shall log areas within the contract continuously, diligently, and without interruption and in a clean and progressive manner.
 - Contractor and its employees and agents shall:
 - Conform with all applicable rules and regulations for logging and timber operations, including the Forest Practice Act and rules enacted by the State Board of Forestry and Fire Protection.

- Use proper equipment, coordination of personnel and communication with property Owners and others to safely fall any trees that might be a hazard to any improvements.
- Brand logs before removal from the Location of Work in a manner prescribed by the County.
- Prevent unnecessary damage to timber in the process of skidding, loading, and road construction.
- Prevent unnecessary damage to streams and watersheds by logging debris, excessive earth moving, and failure to control drainage on roads.
- Observe all traffic and safety regulations applicable to operations conducted on roads or property of Owners or others.
- Observe all requirements of law relating to forest operations and fire protection, take every reasonable precaution to prevent the starting of fires, immediately notify the County and the appropriate public fire control agencies in the event of fire occurring on or near the Location of Work, and make every effort to extinguish fires started from any cause whatsoever. Contractor shall carry fire extinguishers in all vehicles.
- Suspend operations over private roads when because of weather conditions such operations would cause excessive damage thereto. Any suspensions affecting Time of Completion shall be authorized in writing in accordance with a Change Order hereunder.
- Maintain all roads used for timber operations in a condition suitable for travel.
- Avoid damage to grasslands, fences, survey corner markings and other improvements; skid timber away from improvements and reserved trees; refrain from littering [respective] Owner's property or adjacent property with equipment, garbage, or mechanical debris.

3. Location of Work

Said work is to be performed in the locations shown in Exhibit B within the areas of Camino and Grizzly Flats, El Dorado County, California.

4. Contract Price

As compensation agreed upon for completion of said Work, in accordance with the Contract Documents and the contract prices named in Proposal Bid Price Schedule Timber Mortality Project Phase 2 , Camino and Grizzly Flats, a copy of which is attached hereto as Exhibit A, including without limitation, all bonds and insurance, County agrees to pay Contractor upon the satisfactory completion and acceptance of the Work. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoices detailing the services rendered, as described in item 6. County shall promptly pay Contractor in accordance with Public Contract Code section 20104.50.

The total amount of this Agreement shall not exceed \$_____ inclusive of all costs and expenses, which sum constitutes the Contract Price for the complete Project (the "Contract Price").

5. Time of Completion

Time is of the essence. The Work under the Contract shall commence on the date specified in the Notice to Proceed issued by County, and the Work shall be completed within 45 calendar days, unless an extension of time or suspension of Work is authorized in writing in accordance with a Contract Change Order.

It is agreed by the parties to this Contract that in case all the Work called for under the Contract in all parts and requirements is not finished or completed within the number of calendar days specified in the Notice to Proceed, as extended or suspended in writing in accordance with a Change Order hereunder, damage will be sustained by County, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which County will sustain in the event of and by reason of the delay; and it is therefore agreed that Contractor will pay to County the sum of **\$1,900.00** per calendar day, as liquidated damages and not as a penalty, for each and every calendar day's delay in finishing the work in excess of the number of calendar days prescribed herein; and Contractor agrees to pay the liquidated damages herein provided for, and further agrees that County may deduct the amount thereof from any moneys due or that may become due Contractor under the Contract.

6. Payment

Payment shall be made to Contractor as follows:

County will pay you based on monthly progress estimates. Each estimate shall reflect:

1. The total work completed during the pay period
2. Change order bills if:
 - 2.1. Submitted by the 15th day of a month AND
 - 2.2. Approved by the 20th day of a month
3. Payment adjustments

Contractor shall submit a certification stating the work complies with the agreed upon quality control procedures. County will not process a progress estimate without a signed certification.

Retention of 5% of the total Contract Price will be held at the option of County unless retention has been secured pursuant to section 22300 of the Public Contract Code. Payment by County as herein provided shall not be construed as any acceptance of defects in the Work or improper materials.

7. Performance Bond

As a part of the execution of this Contract, Contractor shall furnish a bond of a surety company authorized to do business in the State of California and acceptable to County, conditioned upon the faithful performance of all covenants and stipulations under this Contract. The amount of this bond shall be one hundred percent (100%) of the total Contract Price and shall be executed upon the form provided by County.

8. Payment Bond

As a part of the execution of this Contract, Contractor shall furnish a bond of a surety company authorized to do business in the State of California and acceptable to County, conditioned upon the payment in full of all claims for labor and materials in accordance with the provisions of the law of the State of California. The amount of this bond shall be one hundred percent (100%) of the total Contract Price and shall be executed upon the form provided by County.

9. Notification of Surety Company

The surety company shall familiarize itself with all of the conditions and provisions of this Contract, and shall waive the right of special notification of any change or modifications of this Contract or extension of time, or of decreased or increased work, or of the cancellation of the Contract, or of any other act or acts by County or its

authorized agents, under the terms of this Contract; and failure to so notify the aforesaid surety company of changes shall in no way relieve the surety company of its obligation under this Contract.

10. Payment of Prevailing Wages

Not applicable.

11. Apprentices

Not Applicable

12. Certified Payroll

Not Applicable

13. Records Examination and Audit Requirements

Contractor and its subcontractors, if any are authorized hereunder, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Contract, including but not limited to, the costs of administering the various aspects of the Contract. In accordance with Government Code Section 8546.7, all of the above-referenced parties shall make such materials available at their respective offices at all reasonable times during the contract period and for four (4) years from the date that final payment by County and all other pending matters are closed. Representatives of County, the State Auditor, and any duly authorized representative of other government agencies shall have access to any books, documents, papers and records that are pertinent to the Contract for audit, examination, excerpts, and transactions and copies thereof shall be furnished upon request.

14. Payment of all Federal, State or City Taxes

Any federal, state or city tax payable on the articles furnished by Contractor under the Contract shall be included in the Contract Price and paid by Contractor.

15. Compliance with all Applicable Laws

Contractor shall comply with all Federal and State laws applicable to timber removal, including but not limited to the Forest Practice Act, Water Code, Endangered Species Act, Public Resources Code, and Air Quality restrictions. Contractor shall conform to and abide by all Federal, State and local building, labor and safety laws, ordinances, rules and regulations. All Work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code, California Plumbing Code, applicable provisions of the State Public Resources Code, and any and all other applicable laws and regulations. Nothing in the Contract Documents, including but not limited to the plans and specifications, is to be construed to permit work not conforming to these codes, laws and regulations.

16. Nondiscrimination

A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing

Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

17. Reporting Accidents

Contractor shall prepare and submit (within 24 hours of such incidents) reports of accidents at the site and anywhere else the work is in progress in which bodily injury is sustained or property loss in excess of Five Hundred Dollars (\$500.00) occurs.

18. Workers' Compensation

Contractor shall comply with Labor Code Sections 3700 et seq., requiring it to obtain Workers' Compensation Insurance, and sign a certificate of knowledge thereof.

CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700

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

Signed: _____ Dated: _____

19. Deviation from Plans and Specifications

No deviation shall be made from Contract Documents, if any, without the prior written approval of County.

20. Unity of Plans and Specifications

The plans and specifications, if any, are one document, and any work shown or mentioned, in one and not in the other, or vice versa, shall be furnished or performed as though mentioned or shown in both.

21. Notice of Discovery of Hazardous Waste or Unusual Conditions

- A. Contractor shall promptly, and before the following conditions are disturbed, notify County in writing, in the event Contractor encounters, after excavating to a depth of greater than four (4) feet, any of the following:

1. Material that Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; or
 2. Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or
 3. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract.
- B. 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 Contractor's cost of, or time required for performance of any part of the Work, an adjustment, excluding loss of anticipated profits, will be made and the Contract will be modified by a Change Order. County will notify Contractor of County's determination as to whether or not an adjustment of the Contract is warranted.
- C. In the event a dispute arises between County and Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the Work, 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. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between Contractor and County.

22. Subcontracting

The provisions of Sections 4100-4114, inclusive, of the Public Contract Code regarding subcontracting shall apply to this Contract, and Contractor represents that it will comply with all provisions therein.

23. Additional Work

County reserves the right to make such alterations, deviations, additions to or deletions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of work or to delete any items or portion of work, as may be deemed by the Contract Administrator or Project Manager to be necessary or advisable, and to require such additional work to be required for the proper completion of the whole Work contemplated.

Any such changes will be set forth in a Contract Change Order (Change Order) which will specify the additional work, adjustment of performance time, if any, and basis for additional compensation, if any. Any Change Order shall not become effective until approved by the Director of Transportation, or where required, by the Board of Supervisors.

24. Termination by County for Convenience

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

Upon receipt of said written notice, Contractor shall stop all work under the Contract except: (1) work specifically directed to be completed prior to termination, (2) work County's representative deems necessary to secure the Project for termination, (3) removal of equipment and plant from the site of the Work, (4) action that is necessary

to protect materials from damage, (5) disposal of materials not yet used in the Work as directed by County, and (6) clean up of the site.

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.

25. Termination by County for Cause

If 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 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 for labor, materials, or equipment, or disregards the authority of County's representative, or the Engineer, if one is appointed, or otherwise violates any provision of the Contract Documents, then County may, without prejudice to any other right or remedy and after giving Contractor and its Surety a minimum of ten (10) days from delivery of a written termination notice, terminate the services of Contractor and take equipment and machinery thereon owned by Contractor and finish the Work by whatever method County may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

Without prejudice to other rights or remedies County may have, if 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 County's interest, or, if Contractor is not carrying out the intent of the Contract, County's written notice may be served upon Contractor and the Surety on its faithful performance bond demanding satisfactory compliance with the Contract. If Contractor or its Surety does not comply with such notice within five (5) days after receiving it, or after starting to comply, fails to continue, County may exclude it from the premises and take possession of all material and equipment, and complete the Work by County's own forces, by letting the unfinished Work to another Contractor, or by a combination of such methods.

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

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 Contractor. If the sums under the Contract are insufficient for completion, Contractor or Surety shall pay to County within five (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 Contractor and its Surety and may be deducted from any money due or becoming due from County.

The provisions of this Article shall be in addition to all other rights and remedies available to County under law.

If after notice of termination, it is determined for any reason that Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued. The Contract shall be equitably adjusted to compensate for such termination.

26. Successors and Assigns

This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of County in the same manner as if such parties had been expressly named herein.

27. Assignment of Contract

Neither the Contract, this Agreement, nor any part thereof, or any monies due or to become due hereunder, may be assigned by Contractor without the written approval of County, nor without the consent of the Surety unless the Surety has waived its right to notice of assignment in writing. County may assign this Contract to a lender, or any third party that assumes the obligations of County hereunder.

28. Amendments

This Agreement may be amended by mutual consent of the parties hereto. Said amendment shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

29. Separate Contracts

County reserves the right to let other contracts in connection with the Work. Contractor shall afford all other such contractors reasonable opportunity for storage of their materials, shall provide that the execution of its work properly connects and coordinates with theirs, and shall cooperate with them to the end of facilitating the Work.

30. Indemnity

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold County and its officers, directors, and employees harmless against and from any and all claims, suits, losses, damages, and liability for damages, including attorney's fees and other costs of defense brought for or on account of injuries to or death of any person, including but not limited to, workers and the public, or on account of injuries to or death of County employees, or damage to property, or any economic, consequential or special damages which are claimed or which shall in any way arise out of or be connected with Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Contractor, subcontractors or employees of any of these, except for the active, or sole negligence of County, its officers, directors, and employees, or where expressly prescribed by statute.

The duty to indemnify and hold harmless County specifically includes the duties to defend set forth in Section 2778 of the Civil Code. The insurance obligations of Contractor are separate, independent obligations under the Contract Documents, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Contract Documents.

31. Insurance

GENERAL INSURANCE REQUIREMENTS: Contractor shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Contractor maintains insurance that meets the following requirements:

1. Full Workers' Compensation and Employers' Liability Insurance covering all employees of 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 and a \$2,000,000 aggregate limit.

-
3. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) is required in the event motor vehicles are used by 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 Insurance is required with a limit of liability of not less than One Million Dollars (\$1,000,000).
 5. Explosion, Collapse and Underground coverage is required when the scope of work includes XCU exposures.

PROOF OF INSURANCE REQUIREMENTS:

1. Contractor shall furnish proof of coverage satisfactory to County's Risk Management Division as evidence that the insurance required herein is being maintained. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
2. The County of El Dorado, its officers, officials, employees, and volunteers shall be included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all general and excess liability insurance policies. Proof that County is named additional insured shall be made by providing the Risk Management Division with a certified copy, or other acceptable evidence, of an endorsement to Contractor's insurance policy naming County as additional insured.
3. 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.
4. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
5. Contractor shall require each of its subcontractors to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance and Workers' Compensation Insurance of the types and in the amounts specified above, or shall insure the activities of its subcontractors in its own policy in like amounts. Contractor shall also require each of its subcontractors to name Contractor and the County of El Dorado as additional insureds on each subcontractor's general and excess liability insurance policies. Upon request by County Contractor shall furnish proof of coverage satisfactory to County as evidence that the subcontractor insurance required herein is being maintained.

INSURANCE NOTIFICATION REQUIREMENTS:

1. Contractor agrees that no cancellation or material change in any policy shall become effective except upon prior written notice to Community Development Services, Contract Services Unit, 2850 Fairlane Court, Placerville, California 95667.
2. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement, inclusive of the guarantee/warranty period specified herein below. In the event said insurance coverage expires at any time or times during the term of this Contract, Contractor shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in

addition to any other remedies it may have, terminate this Contract upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division.

ADDITIONAL STANDARDS: Certificates shall meet such additional standards as may be determined by County's Department of Transportation either independently or in consultation with County's Risk Management Division, as essential for protection of County.

COMMENCEMENT OF PERFORMANCE: Contractor shall not commence performance of this Agreement 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 Agreement.

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

PRIMARY COVERAGE: Contractor's insurance coverage shall be primary insurance as respects County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

PREMIUM PAYMENTS: The insurance companies shall have no recourse against County, 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 Agreement.

32. Independent Contractor/Liability

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 Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and 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.

33. Interest of Public Official

No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

34. Interest of Contractor

Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to

be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

35. Conflict of Interest

The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in Article 27, Termination by County for Cause, hereto.

36. Licenses

A Contractor's License is not required. Bidders must provide a Class A Licensed Timber Operator to be responsible for and supervise all work activities. Bidders must possess any additional licenses and classifications required by the categories and type of Work included in the Contract Documents and Plans at the time bids are submitted, and must maintain a valid license through completion and acceptance of the Work, including the guarantee and acceptance period. Failure of the successful Bidder to obtain proper adequate licensing will constitute a failure to execute the Contract and will result in the forfeiture of the Bidder's security.

37. Business License

County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of County of El Dorado without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

38. Cleaning Up

Contractor shall not allow the site of the Work to become littered with trash, rubbish or waste material, but shall maintain the site of Work in a neat and orderly condition throughout the performance of the Work. At the end of each work day, Contractor shall clean up all debris and waste materials generated by the Work and shall properly dispose of all trash, rubbish and waste materials off site at no additional cost to County.

39. Access to the Work

County, and any state or local authorities having jurisdiction over the Project, shall at all times have access to the Work.

40. Acceptance of Work

The Work will be accepted by County in writing in the form of a recorded Notice of Acceptance signed by the Director of Transportation when the whole shall have been completed satisfactorily, as determined by County or its duly authorized representative. Acceptance of the Work shall not constitute an acceptance of latent defects nor relieve Contractor of responsibility for any act or omission which is a violation of the Contract. County will release retention withheld, if any, thirty-five (35) days after the Notice of Acceptance is recorded.

41. Resolution of Claims

Contractor's attention is directed to California Public Contract Code section 9204, which describes procedures for the resolution of claims on public works projects. Among other things, section 9204 requires the claimant to furnish reasonable documentation to support a claim, requires the public entity to respond to the claim within 45 days of receipt of the claim, and allows for the claimant to demand an informal meet and confer conference for settlement of the issues in dispute. For any portion of a claim that remains in dispute, section 9204 requires submission of the claim to nonbinding mediation. Additionally, section 9204 requires the public entity to make any payment due on an undisputed portion of the claim within 60 days of the public entity's written response and to pay interest at the rate of 7 percent per annum on any amounts not paid in a timely manner. The provisions of sections 20104 et seq. also apply to the resolution of claims under this Contract to the extent those sections are not in conflict with section 9204.

42. Environmental and Toxic Warranty

Contractor warrants that its operations concerning the Project are not and will not be in violation of any applicable federal, state, or local environmental statute, law, or regulation dealing with hazardous materials substances or toxic substances.

43. Guarantee

Final Guarantee: Contractor shall guarantee all materials and equipment furnished and work performed for a period of six (6) months. Contractor warrants and guarantees for a period of six (6) months from the date of Acceptance of the Work 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.

Extended Guarantees: If a guaranty exceeding one (1) year is provided by the supplier or manufacturer of any equipment or materials used in this Project, then the guarantee for such equipment or 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 its suppliers or manufacturers.

Warranty: Contractor warrants to County that materials and equipment furnished under the Agreement will be of good quality and new, unless otherwise required or permitted by the Agreement, 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 Agreement. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

If within six (6) months from the date of the Acceptance of the Work or such longer period of time as may be prescribed by law or regulations or by the terms of any applicable special guarantee required by the contract documents, any work is found to be defective, Contractor shall promptly, without cost to County and in accordance with County's written instruction, correct such defective work. If work is rejected by County, defective material or work will be removed from site and replaced with non-defective materials or work. If Contractor is unable to promptly and properly correct any defective work, County may at its option have the work corrected by such other means as County deems appropriate and hold Contractor liable for all direct, indirect and consequential costs caused by such defective work. Said warranty shall apply to all work found to be "defective" which is attributable to the quality or quantity of the materials used, the quality of the workmanship or for performance of the Agreement.

44. Notice

Any notice or other correspondence required to be given under this Agreement by either party to the other may be affected by personal delivery in writing or by mail, postage prepaid. Notices personally delivered during normal business hours shall be deemed received on the actual date of delivery; mailed notices shall be deemed received one (1) day after affixed postmark. Notices and correspondence to County shall be in duplicate and shall be delivered to it as follows:

To County:

County of El Dorado
Community Development Services
Department of Transportation
2441 Headington Road
Placerville, California 95667

Attn.: John Kahling
Deputy Director, Engineering
Headington Engineering Unit

With a copy To:

County of El Dorado
Community Development Services
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Michele Weimer
Administrative Services Officer
Contracts & Procurement Unit

Notices and correspondence to Contractor shall be delivered when personally delivered to, or if mailed, addressed to Contractor at:

Either party may change its address for notices or for its principal place of business by giving written notice pursuant to this Article.

45. Change of Address

In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in Article 46, Notice. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

46. Drug-Free Workplace

Contractor shall comply with Government Code section 8355.

47. California Residency (Form 590)

All independent Contractors providing services to County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to Contractor during the term of this Agreement. This requirement applies to any Agreement/Contract exceeding \$1,500.00.

48. County Payee Data Record Form

All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

49. Taxes

Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

50. Venue

The Contract Documents and all provisions thereto shall be governed by the laws of the State of California. Any litigation arising herein shall be brought in the County of El Dorado.

51. Contract Administrator

The County Officer or employee with responsibility for administering this Agreement is John Kahling, Deputy Director, Engineering, Headington Engineering Unit, Department of Transportation, Community Development Services, or successor.

52. Authorized Signatures

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

53. Partial Invalidity

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

54. No Third Party Beneficiaries

Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

55. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

56. Entire Agreement

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

57. Assignment of Antitrust Actions

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor offers and agrees and will require all of its subcontractors and suppliers to agree to assign to the awarding body 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. Sec. 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 awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

SAMPLE

Contract Administrator Concurrence:

By: _____

John Kahling
Deputy Director, Engineering
Headington Engineering Unit
Department of Transportation
Community Development Services

Dated: _____

Requesting Division Concurrence:

By: _____

Bard Lower, Interim Director
Department of Transportation
Community Development Services

Dated: _____

SAMPLE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR'S NAME --

By: _____
Contract Signer
Title
"Contractor"

Dated: _____

By: _____
Name
Corporate Secretary

Dated: _____

EXHIBIT A

CONTRACTOR'S BID AND BID PRICE SCHEDULE

**TIMBER MORTALITY PROJECT
PHASE 2 – CAMINO AND GRIZZLY FLATS**

CONTRACT NO. XXX-XXXXX

ITEM NO	PARCEL ADDRESS	COMMUNITY	TREE UNIQUE ID	ITEM DESCRIPTION	APPROXIMATE DIAMETER AT BREAST HEIGHT (INCHES)	APPROXIMATE TREE HEIGHT (FEET)	UNIT PRICE (IN FIGURES)
1	4895 Pony Express Trail	Camino	4096	Ponderosa Pine	29	119	
2	4895 Pony Express Trail	Camino	4095	Ponderosa Pine	32	125	
3	APN 07610304	Camino	4099	Ponderosa Pine	39	124	
4	APN 07610304	Camino	4098	Ponderosa Pine	50	133	
5	APN 07610304	Camino	4097	Ponderosa Pine	47	137	
6	4787 Creekside Drive	Grizzly Flats	4973	White Fir	24	100	
7	4787 Creekside Drive	Grizzly Flats	4972	Ponderosa Pine	27	105	
8	4795 Sciaroni Road	Grizzly Flats	4950	White Fir	26	120	
9	4795 Sciaroni Road	Grizzly Flats	4188	White Fir	11	53	
10	4810 Creekside Drive	Grizzly Flats	4940	Ponderosa Pine	7	19	
11	4810 Creekside Drive	Grizzly Flats	4943	Ponderosa Pine	7	25	
12	4810 Creekside Drive	Grizzly Flats	4944	White Fir	13	65	
13	4817 Mt Pleasant Drive	Grizzly Flats	4954	Ponderosa Pine	25	130	
14	4841 Mt Pleasant Drive	Grizzly Flats	4952	Ponderosa Pine	16	93	
15	4855 Creekside Drive	Grizzly Flats	4850	Ponderosa Pine	38	102	
16	4871 Creekside Drive	Grizzly Flats	4851	Ponderosa Pine	24	111	
17	4904 Coralaine Drive	Grizzly Flats	4802	Cedar	6	27	
18	4904 Coralaine Drive	Grizzly Flats	4993	White Fir	9	55	
19	4904 Coralaine Drive	Grizzly Flats	4808	White Fir	8	50	
20	4904 Coralaine Drive	Grizzly Flats	4804	Cedar	6	30	
21	4910 Creekside Drive	Grizzly Flats	4502	Ponderosa Pine	30	140	
22	4910 Creekside Drive	Grizzly Flats	4501	Ponderosa Pine	11	40	

ITEM NO	PARCEL ADDRESS	COMMUNITY	TREE UNIQUE ID	ITEM DESCRIPTION	APPROXIMATE DIAMETER AT BREAST HEIGHT (INCHES)	APPROXIMATE TREE HEIGHT (FEET)	UNIT PRICE (IN FIGURES)
23	4913 Creekside Drive	Grizzly Flats	4847	Ponderosa Pine	19	98	
24	4971 Mt Pleasant Drive	Grizzly Flats	4949	Ponderosa Pine	8	32	
25	5029 Rollingwood Drive	Grizzly Flats	4968	Ponderosa Pine	20	103	
26	5047 Cary Drive	Grizzly Flats	4970	Ponderosa Pine	22	113	
27	5053 Rollingwood Drive	Grizzly Flats	4817	White Fir	8	55	
28	5087 Evergreen Drive	Grizzly Flats	4582	Ponderosa Pine	33	119	
29	5114 Woodridge Drive	Grizzly Flats	4942	Ponderosa Pine	13	50	
30	5114 Woodridge Drive	Grizzly Flats	4948	Sugar Pine	13	67	
31	5130 Wooded Glen Court	Grizzly Flats	4955	Ponderosa Pine	13	58	
32	5207 Woodhaven Drive	Grizzly Flats	4947	Ponderosa Pine	27	127	
33	5250 Cosumnes Mine Road	Grizzly Flats	4187	Ponderosa Pine	26	113	
34	5250 Cosumnes Mine Road	Grizzly Flats	4927	Ponderosa Pine	18	107	
35	5250 Cosumnes Mine Road	Grizzly Flats	4953	Ponderosa Pine	22	120	
36	5250 Cosumnes Mine Road	Grizzly Flats	4951	Ponderosa Pine	12	81	
37	5250 Cosumnes Mine Road	Grizzly Flats	4926	Ponderosa Pine	22	112	
38	5250 Cosumnes Mine Road	Grizzly Flats	4924	Ponderosa Pine	17	61	
39	5252 Wooded Glen Drive	Grizzly Flats	4809	Ponderosa Pine	31	126	
40	5268 Forest View Drive	Grizzly Flats	4194	Ponderosa Pine	11	80	
41	5270 Cosumnes Mine Road	Grizzly Flats	4925	Ponderosa Pine	26	120	
42	5286 Forest View Drive	Grizzly Flats	4946	Ponderosa Pine	10	41	
43	5323 Wooded Glen Drive	Grizzly Flats	4509	Ponderosa Pine	11	69	
44	5335 Forest View Drive	Grizzly Flats	4856	Ponderosa Pine	22	107	
45	5335 Forest View Drive	Grizzly Flats	4702	Ponderosa Pine	26	105	
46	5367 Wooded Glen Drive	Grizzly Flats	4508	White Fir	15	72	
47	5367 Wooded Glen Drive	Grizzly Flats	4506	Ponderosa Pine	22	115	

ITEM NO	PARCEL ADDRESS	COMMUNITY	TREE UNIQUE ID	ITEM DESCRIPTION	APPROXIMATE DIAMETER AT BREAST HEIGHT (INCHES)	APPROXIMATE TREE HEIGHT (FEET)	UNIT PRICE (IN FIGURES)
48	5367 Wooded Glen Drive	Grizzly Flats	4507	Ponderosa Pine	19	101	
49	5725 String Canyon Road	Grizzly Flats	4928	OTHER	24	25	
50	7036 Tyler Drive	Grizzly Flats	4592	White Fir	40	151	
51	7961 Grizzly Flat Road	Grizzly Flats	4939	Cedar	14	34	
52	7961 Grizzly Flat Road	Grizzly Flats	4938	Ponderosa Pine	20	90	
53	7961 Grizzly Flat Road	Grizzly Flats	4935	Ponderosa Pine	23	89	
54	7961 Grizzly Flat Road	Grizzly Flats	4933	Ponderosa Pine	19	82	
55	7961 Grizzly Flat Road	Grizzly Flats	4932	Ponderosa Pine	23	91	
56	7961 Grizzly Flat Road	Grizzly Flats	4931	Cedar	17	52	
57	7961 Grizzly Flat Road	Grizzly Flats	4934	Cedar	9	35	
58	8000 Grizzly Flat Road	Grizzly Flats	4937	Ponderosa Pine	20	85	
59	8000 Grizzly Flat Road	Grizzly Flats	4936	Ponderosa Pine	12	62	
60	9130 Grizzly Flat Road	Grizzly Flats	4930	White Fir	21	83	
61	9130 Grizzly Flat Road	Grizzly Flats	4929	Douglas Fir	16	77	
62	APN 04123037	Grizzly Flats	4193	Douglas Fir	7	47	
63	APN 04123037	Grizzly Flats	4192	Douglas Fir	7	49	
64	APN 04123037	Grizzly Flats	4189	Douglas Fir	7	42	
65	APN 04138305	Grizzly Flats	4941	Ponderosa Pine	9	28	
66	APN 04143101	Grizzly Flats	4505	Ponderosa Pine	7	47	
67	APN 04143101	Grizzly Flats	4504	Ponderosa Pine	11	52	
68	APN 04143101	Grizzly Flats	4503	Ponderosa Pine	5	35	
69	APN 04156205	Grizzly Flats	4190	Ponderosa Pine	24	36	
70	7450 Happy Valley Road	Happy Valley	4923	Cedar	26	78	
71	7450 Happy Valley Road	Happy Valley	4922	Cedar	33	70	
72	7450 Happy Valley Road	Happy Valley	4921	Ponderosa Pine	26	93	
73	7450 Happy Valley Road	Happy Valley	4920	Ponderosa Pine	25	110	
74	7450 Happy Valley Road	Happy Valley	4919	Ponderosa Pine	28	116	
75	7536 Happy Valley Road	Happy Valley	6452	Ponderosa Pine	11	38	
76	7536 Happy Valley Road	Happy Valley	6451	Ponderosa Pine	8	56	
77	7536 Happy Valley Road	Happy Valley	6450	Ponderosa Pine	14	35	
78	7536 Happy Valley Road	Happy Valley	6449	Cedar	11	31	
79	7536 Happy Valley Road	Happy Valley	6448	Ponderosa Pine	15	75	

ITEM NO	PARCEL ADDRESS	COMMUNITY	TREE UNIQUE ID	ITEM DESCRIPTION	APPROXIMATE DIAMETER AT BREAST HEIGHT (INCHES)	APPROXIMATE TREE HEIGHT (FEET)	UNIT PRICE (IN FIGURES)
80	7536 Happy Valley Road	Happy Valley	6447	Cedar	10	39	
81	7536 Happy Valley Road	Happy Valley	6446	Ponderosa Pine	10	50	
82	7536 Happy Valley Road	Happy Valley	6445	Ponderosa Pine	16	78	
83	7536 Happy Valley Road	Happy Valley	6444	Ponderosa Pine	13	74	
84	7536 Happy Valley Road	Happy Valley	6443	Ponderosa Pine	21	93	
85	7536 Happy Valley Road	Happy Valley	6442	Ponderosa Pine	13	58	
86	7536 Happy Valley Road	Happy Valley	6441	Ponderosa Pine	23	97	
87	7536 Happy Valley Road	Happy Valley	6438	Cedar	9	34	
88	APN 09302130	Happy Valley	4918	Ponderosa Pine	29	130	
89	APN 09302130	Happy Valley	4917	Ponderosa Pine	21	91	
90	APN 09302130	Happy Valley	4916	Ponderosa Pine	18	89	
91	APN 09302130	Happy Valley	4915	Ponderosa Pine	22	58	
92	APN 09302130	Happy Valley	4914	Ponderosa Pine	15	74	
93	APN 09302130	Happy Valley	4913	Ponderosa Pine	12	71	
94	APN 09302130	Happy Valley	4912	Ponderosa Pine	18	93	
95	APN 09302130	Happy Valley	4911	Ponderosa Pine	12	80	
96	APN 09302130	Happy Valley	4910	Ponderosa Pine	15	88	
97	APN 09302130	Happy Valley	4909	Ponderosa Pine	11	61	
98	APN 09302130	Happy Valley	4908	Ponderosa Pine	19	91	
99	APN 09302130	Happy Valley	4907	Ponderosa Pine	20	101	
100	APN 09302130	Happy Valley	4906	Ponderosa Pine	10	73	
101	APN 09302130	Happy Valley	4905	Ponderosa Pine	12	78	
102	APN 09302130	Happy Valley	4903	Ponderosa Pine	18	93	
103	APN 09302130	Happy Valley	4902	Ponderosa Pine	19	100	
104	APN 09302130	Happy Valley	4904	Ponderosa Pine	18	98	
105	APN 09302130	Happy Valley	4901	Ponderosa Pine	15	87	
106	APN 09302130	Happy Valley	6500	Ponderosa Pine	16	85	
107	APN 09302130	Happy Valley	6499	Ponderosa Pine	11	78	
108	APN 09302130	Happy Valley	6498	Ponderosa Pine	5	23	
109	APN 09302130	Happy Valley	6497	Ponderosa Pine	19	98	
110	APN 09302130	Happy Valley	6496	Ponderosa Pine	8	53	
111	APN 09302130	Happy Valley	6495	Ponderosa Pine	11	85	

ITEM NO	PARCEL ADDRESS	COMMUNITY	TREE UNIQUE ID	ITEM DESCRIPTION	APPROXIMATE DIAMETER AT BREAST HEIGHT (INCHES)	APPROXIMATE TREE HEIGHT (FEET)	UNIT PRICE (IN FIGURES)
112	APN 09302130	Happy Valley	6494	Ponderosa Pine	9	72	
113	APN 09302130	Happy Valley	6493	Ponderosa Pine	12	87	
114	APN 09302130	Happy Valley	6492	Ponderosa Pine	21	106	
115	APN 09302130	Happy Valley	4191	Ponderosa Pine	10	79	
116	APN 09302130	Happy Valley	6491	Ponderosa Pine	20	99	
117	APN 09302130	Happy Valley	6490	Ponderosa Pine	20	89	
118	APN 09302130	Happy Valley	6489	Ponderosa Pine	9	36	
119	APN 09302130	Happy Valley	6488	Ponderosa Pine	10	55	
120	APN 09302130	Happy Valley	6487	Ponderosa Pine	23	104	
121	APN 09302130	Happy Valley	6486	Ponderosa Pine	9	33	
122	APN 09302130	Happy Valley	6485	Ponderosa Pine	18	82	
123	APN 09302130	Happy Valley	6484	Ponderosa Pine	12	83	
124	APN 09302130	Happy Valley	6483	Ponderosa Pine	14	84	
125	APN 09302130	Happy Valley	6482	Ponderosa Pine	15	86	
126	APN 09302130	Happy Valley	6481	Ponderosa Pine	21	90	
127	APN 09302130	Happy Valley	6480	Ponderosa Pine	19	88	
128	APN 09302130	Happy Valley	6479	Ponderosa Pine	15	76	
129	APN 09302130	Happy Valley	4945	Ponderosa Pine	20	92	
130	APN 09302130	Happy Valley	6478	Ponderosa Pine	22	108	
131	APN 09302130	Happy Valley	6477	Ponderosa Pine	14	94	
132	APN 09302130	Happy Valley	6476	Ponderosa Pine	12	87	
133	APN 09302130	Happy Valley	6475	Ponderosa Pine	26	113	
134	APN 09302130	Happy Valley	6474	Ponderosa Pine	6	36	
135	APN 09302130	Happy Valley	6473	Ponderosa Pine	14	76	
136	APN 09302130	Happy Valley	6472	Ponderosa Pine	8	63	
137	APN 09302130	Happy Valley	6471	Ponderosa Pine	11	67	
138	APN 09302130	Happy Valley	6470	Ponderosa Pine	20	94	
139	APN 09302130	Happy Valley	6469	Ponderosa Pine	27	94	
140	APN 09302130	Happy Valley	6468	Ponderosa Pine	19	99	
141	APN 09302130	Happy Valley	6467	Ponderosa Pine	31	83	
142	APN 09302130	Happy Valley	6466	Ponderosa Pine	14	48	
143	APN 09302130	Happy Valley	6465	Ponderosa Pine	14	39	

ITEM NO	PARCEL ADDRESS	COMMUNITY	TREE UNIQUE ID	ITEM DESCRIPTION	APPROXIMATE DIAMETER AT BREAST HEIGHT (INCHES)	APPROXIMATE TREE HEIGHT (FEET)	UNIT PRICE (IN FIGURES)
144	APN 09302130	Happy Valley	6464	Ponderosa Pine	14	54	
145	APN 09302130	Happy Valley	6463	Ponderosa Pine	25	77	
146	APN 09302130	Happy Valley	6462	Ponderosa Pine	25	130	
147	APN 09302130	Happy Valley	6461	Ponderosa Pine	22	99	
148	APN 09302130	Happy Valley	6460	Cedar	33	74	
149	APN 09302130	Happy Valley	6459	Cedar	11	54	
150	APN 09302130	Happy Valley	6458	Ponderosa Pine	6	35	
151	APN 09302130	Happy Valley	6457	Ponderosa Pine	7	41	
152	APN 09302130	Happy Valley	6456	Ponderosa Pine	7	60	
153	APN 09302130	Happy Valley	6455	Cedar	11	60	
154	APN 09302130	Happy Valley	6454	Cedar	18	54	
155	APN 09302130	Happy Valley	6453	Cedar	24	72	
TOTAL BID							\$

COMPLETING BID IN PENCIL, ERASURES, OVERWRITES, AND USE OF CORRECTION FLUID OR TAPE ARE NOT ACCEPTABLE. BID PROPOSALS WITH PENCIL, ERASURES, OVERWRITES, OR USE OF CORRECTION FLUID OR TAPE WILL BE REJECTED. ALL CHANGES MUST BE LINED OUT AND CORRECTIONS INSERTED ADJACENT TO AND INITIALED BY THE BIDDER'S AUTHORIZED REPRESENTATIVE.

PROPOSAL

(to be submitted with Bidder's Security)

**TO: COUNTY OF EL DORADO,
STATE OF CALIFORNIA
COMMUNITY DEVELOPMENT SERVICES
DEPARTMENT OF TRANSPORTATION**

for the

**TIMBER MORTALITY PROJECT
PHASE 2 - CAMINO AND GRIZZLY FLATS**

CONTRACT No. PW 17-31173, P&C No. XXX-XXXXX

NAME OF BIDDER _____

CLASS A LICENSED TIMBER OPERATOR NAME _____

CLASS A LICENSED TIMBER OPERATOR NUMBER _____

MAILING ADDRESS _____

CITY, STATE, ZIP _____

PHYSICAL ADDRESS _____

(Please include even if Mailing Address used)

CITY, STATE, ZIP _____

TELEPHONE NO: AREA CODE () _____

FAX NO: AREA CODE () _____

EMAIL ADDRESS _____

The work for which this Proposal is submitted is for the removal of trees in accordance with these Contract Documents (including the payment of not less than the State general prevailing wage rates set forth herein), the Project Plans described below, including any addenda thereto, the Contract annexed hereto, Exhibit B, and also in accordance with the California Department of Transportation Standard Plans 2015, the Standard Specifications 2015, the Manual on Uniform Traffic Control Devices, the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The Project Plans and Contract Documents for the work to be done are entitled:

**TIMBER MORTALITY PROJECT
PHASE 2 - CAMINO AND GRIZZLY FLATS
CONTRACT No. PW 17-31173, P&C No. XXX-XXXXX**

Bids are to be submitted for the entire Work. The amount of the bid for comparison purposes will be the total of all the items.

The Bidder shall set forth for each unit basis item of work a unit price and a total for 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 purpose. 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 as 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 Community Development Services, Department of Transportation'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 and in accordance with the Special Provisions within ten (10) days, not including Saturdays, Sundays, and legal holidays, of the date of the letter 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 it has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans therein referred to; and that it proposes, and agrees if this Proposal is accepted, that it will contract with the County of El Dorado, in the form of the copy of the Draft 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 it will take in full payment therefore the following item prices, to wit:

PROPOSAL BID PRICE SCHEDULE

**TIMBER MORTALITY PROJECT
PHASE 2 - CAMINO AND GRIZZLY FLATS**

CONTRACT No. PW 17-31173, P&C No. XXX-XXXXX

ITEM NO	PARCEL ADDRESS	COMMUNITY	TREE UNIQUE ID	ITEM DESCRIPTION	APPROXIMATE DIAMETER AT BREAST HEIGHT (INCHES)	APPROXIMATE TREE HEIGHT (FEET)	UNIT PRICE (IN FIGURES)
1	4895 Pony Express Trail	Camino	4096	Ponderosa Pine	29	119	
2	4895 Pony Express Trail	Camino	4095	Ponderosa Pine	32	125	
3	APN 07610304	Camino	4099	Ponderosa Pine	39	124	
4	APN 07610304	Camino	4098	Ponderosa Pine	50	133	
5	APN 07610304	Camino	4097	Ponderosa Pine	47	137	
6	4787 Creekside Drive	Grizzly Flats	4973	White Fir	24	100	
7	4787 Creekside Drive	Grizzly Flats	4972	Ponderosa Pine	27	105	
8	4795 Sciaroni Road	Grizzly Flats	4950	White Fir	26	120	
9	4795 Sciaroni Road	Grizzly Flats	4188	White Fir	11	53	
10	4810 Creekside Drive	Grizzly Flats	4940	Ponderosa Pine	7	19	
11	4810 Creekside Drive	Grizzly Flats	4943	Ponderosa Pine	7	25	
12	4810 Creekside Drive	Grizzly Flats	4944	White Fir	13	65	
13	4817 Mt Pleasant Drive	Grizzly Flats	4954	Ponderosa Pine	25	130	
14	4841 Mt Pleasant Drive	Grizzly Flats	4952	Ponderosa Pine	16	93	

ITEM NO	PARCEL ADDRESS	COMMUNITY	TREE UNIQUE ID	ITEM DESCRIPTION	APPROXIMATE DIAMETER AT BREST HEIGHT (INCHES)	APPROXIMATE TREE HEIGHT (FEET)	UNIT PRICE (IN FIGURES)
15	4855 Creekside Drive	Grizzly Flats	4850	Ponderosa Pine	38	102	
16	4871 Creekside Drive	Grizzly Flats	4851	Ponderosa Pine	24	111	
17	4904 Coralaine Drive	Grizzly Flats	4802	Cedar	6	27	
18	4904 Coralaine Drive	Grizzly Flats	4993	White Fir	9	55	
19	4904 Coralaine Drive	Grizzly Flats	4808	White Fir	8	50	
20	4904 Coralaine Drive	Grizzly Flats	4804	Cedar	6	30	
21	4910 Creekside Drive	Grizzly Flats	4502	Ponderosa Pine	30	140	
22	4910 Creekside Drive	Grizzly Flats	4501	Ponderosa Pine	11	40	
23	4913 Creekside Drive	Grizzly Flats	4847	Ponderosa Pine	19	98	
24	4971 Mt Pleasant Drive	Grizzly Flats	4949	Ponderosa Pine	8	32	
25	5029 Rollingwood Drive	Grizzly Flats	4968	Ponderosa Pine	20	103	
26	5047 Cary Drive	Grizzly Flats	4970	Ponderosa Pine	22	113	
27	5053 Rollingwood Drive	Grizzly Flats	4817	White Fir	8	55	
28	5087 Evergreen Drive	Grizzly Flats	4582	Ponderosa Pine	33	119	
29	5114 Woodridge Drive	Grizzly Flats	4942	Ponderosa Pine	13	50	
30	5114 Woodridge Drive	Grizzly Flats	4948	Sugar Pine	13	67	
31	5130 Wooded Glen Court	Grizzly Flats	4955	Ponderosa Pine	13	58	
32	5207 Woodhaven Drive	Grizzly Flats	4947	Ponderosa Pine	27	127	

ITEM NO	PARCEL ADDRESS	COMMUNITY	TREE UNIQUE ID	ITEM DESCRIPTION	APPROXIMATE DIAMETER AT BREST HEIGHT (INCHES)	APPROXIMATE TREE HEIGHT (FEET)	UNIT PRICE (IN FIGURES)
33	5250 Cosumnes Mine Road	Grizzly Flats	4187	Ponderosa Pine	26	113	
34	5250 Cosumnes Mine Road	Grizzly Flats	4927	Ponderosa Pine	18	107	
35	5250 Cosumnes Mine Road	Grizzly Flats	4953	Ponderosa Pine	22	120	
36	5250 Cosumnes Mine Road	Grizzly Flats	4951	Ponderosa Pine	12	81	
37	5250 Cosumnes Mine Road	Grizzly Flats	4926	Ponderosa Pine	22	112	
38	5250 Cosumnes Mine Road	Grizzly Flats	4924	Ponderosa Pine	17	61	
39	5252 Wooded Glen Drive	Grizzly Flats	4809	Ponderosa Pine	31	126	
40	5268 Forest View Drive	Grizzly Flats	4194	Ponderosa Pine	11	80	
41	5270 Cosumnes Mine Road	Grizzly Flats	4925	Ponderosa Pine	26	120	
42	5286 Forest View Drive	Grizzly Flats	4946	Ponderosa Pine	10	41	
43	5323 Wooded Glen Drive	Grizzly Flats	4509	Ponderosa Pine	11	69	
44	5335 Forest View Drive	Grizzly Flats	4856	Ponderosa Pine	22	107	
45	5335 Forest View Drive	Grizzly Flats	4702	Ponderosa Pine	26	105	
46	5367 Wooded Glen Drive	Grizzly Flats	4508	White Fir	15	72	
47	5367 Wooded Glen Drive	Grizzly Flats	4506	Ponderosa Pine	22	115	
48	5367 Wooded Glen Drive	Grizzly Flats	4507	Ponderosa Pine	19	101	
49	5725 String Canyon Road	Grizzly Flats	4928	OTHER	24	25	

ITEM NO	PARCEL ADDRESS	COMMUNITY	TREE UNIQUE ID	ITEM DESCRIPTION	APPROXIMATE DIAMETER AT BREAST HEIGHT (INCHES)	APPROXIMATE TREE HEIGHT (FEET)	UNIT PRICE (IN FIGURES)
50	7036 Tyler Drive	Grizzly Flats	4592	White Fir	40	151	
51	7961 Grizzly Flat Road	Grizzly Flats	4939	Cedar	14	34	
52	7961 Grizzly Flat Road	Grizzly Flats	4938	Ponderosa Pine	20	90	
53	7961 Grizzly Flat Road	Grizzly Flats	4935	Ponderosa Pine	23	89	
54	7961 Grizzly Flat Road	Grizzly Flats	4933	Ponderosa Pine	19	82	
55	7961 Grizzly Flat Road	Grizzly Flats	4932	Ponderosa Pine	23	91	
56	7961 Grizzly Flat Road	Grizzly Flats	4931	Cedar	17	52	
57	7961 Grizzly Flat Road	Grizzly Flats	4934	Cedar	9	35	
58	8000 Grizzly Flat Road	Grizzly Flats	4937	Ponderosa Pine	20	85	
59	8000 Grizzly Flat Road	Grizzly Flats	4936	Ponderosa Pine	12	62	
60	9130 Grizzly Flat Road	Grizzly Flats	4930	White Fir	21	83	
61	9130 Grizzly Flat Road	Grizzly Flats	4929	Douglas Fir	16	77	
62	APN 04123037	Grizzly Flats	4193	Douglas Fir	7	47	
63	APN 04123037	Grizzly Flats	4192	Douglas Fir	7	49	
64	APN 04123037	Grizzly Flats	4189	Douglas Fir	7	42	
65	APN 04138305	Grizzly Flats	4941	Ponderosa Pine	9	28	
66	APN 04143101	Grizzly Flats	4505	Ponderosa Pine	7	47	
67	APN 04143101	Grizzly Flats	4504	Ponderosa Pine	11	52	

ITEM NO	PARCEL ADDRESS	COMMUNITY	TREE UNIQUE ID	ITEM DESCRIPTION	APPROXIMATE DIAMETER AT BREST HEIGHT (INCHES)	APPROXIMATE TREE HEIGHT (FEET)	UNIT PRICE (IN FIGURES)
68	APN 04143101	Grizzly Flats	4503	Ponderosa Pine	5	35	
69	APN 04156205	Grizzly Flats	4190	Ponderosa Pine	24	36	
70	7450 Happy Valley Road	Happy Valley	4923	Cedar	26	78	
71	7450 Happy Valley Road	Happy Valley	4922	Cedar	33	70	
72	7450 Happy Valley Road	Happy Valley	4921	Ponderosa Pine	26	93	
73	7450 Happy Valley Road	Happy Valley	4920	Ponderosa Pine	25	110	
74	7450 Happy Valley Road	Happy Valley	4919	Ponderosa Pine	28	116	
75	7536 Happy Valley Road	Happy Valley	6452	Ponderosa Pine	11	38	
76	7536 Happy Valley Road	Happy Valley	6451	Ponderosa Pine	8	56	
77	7536 Happy Valley Road	Happy Valley	6450	Ponderosa Pine	14	35	
78	7536 Happy Valley Road	Happy Valley	6449	Cedar	11	31	
79	7536 Happy Valley Road	Happy Valley	6448	Ponderosa Pine	15	75	
80	7536 Happy Valley Road	Happy Valley	6447	Cedar	10	39	
81	7536 Happy Valley Road	Happy Valley	6446	Ponderosa Pine	10	50	
82	7536 Happy Valley Road	Happy Valley	6445	Ponderosa Pine	16	78	
83	7536 Happy Valley Road	Happy Valley	6444	Ponderosa Pine	13	74	
84	7536 Happy Valley Road	Happy Valley	6443	Ponderosa Pine	21	93	
85	7536 Happy Valley Road	Happy Valley	6442	Ponderosa Pine	13	58	

ITEM NO	PARCEL ADDRESS	COMMUNITY	TREE UNIQUE ID	ITEM DESCRIPTION	APPROXIMATE DIAMETER AT BREST HEIGHT (INCHES)	APPROXIMATE TREE HEIGHT (FEET)	UNIT PRICE (IN FIGURES)
86	7536 Happy Valley Road	Happy Valley	6441	Ponderosa Pine	23	97	
87	7536 Happy Valley Road	Happy Valley	6438	Cedar	9	34	
88	APN 09302130	Happy Valley	4918	Ponderosa Pine	29	130	
89	APN 09302130	Happy Valley	4917	Ponderosa Pine	21	91	
90	APN 09302130	Happy Valley	4916	Ponderosa Pine	18	89	
91	APN 09302130	Happy Valley	4915	Ponderosa Pine	22	58	
92	APN 09302130	Happy Valley	4914	Ponderosa Pine	15	74	
93	APN 09302130	Happy Valley	4913	Ponderosa Pine	12	71	
94	APN 09302130	Happy Valley	4912	Ponderosa Pine	18	93	
95	APN 09302130	Happy Valley	4911	Ponderosa Pine	12	80	
96	APN 09302130	Happy Valley	4910	Ponderosa Pine	15	88	
97	APN 09302130	Happy Valley	4909	Ponderosa Pine	11	61	
98	APN 09302130	Happy Valley	4908	Ponderosa Pine	19	91	
99	APN 09302130	Happy Valley	4907	Ponderosa Pine	20	101	
100	APN 09302130	Happy Valley	4906	Ponderosa Pine	10	73	
101	APN 09302130	Happy Valley	4905	Ponderosa Pine	12	78	
102	APN 09302130	Happy Valley	4903	Ponderosa Pine	18	93	
103	APN 09302130	Happy Valley	4902	Ponderosa Pine	19	100	

ITEM NO	PARCEL ADDRESS	COMMUNITY	TREE UNIQUE ID	ITEM DESCRIPTION	APPROXIMATE DIAMETER AT BREAST HEIGHT (INCHES)	APPROXIMATE TREE HEIGHT (FEET)	UNIT PRICE (IN FIGURES)
104	APN 09302130	Happy Valley	4904	Ponderosa Pine	18	98	
105	APN 09302130	Happy Valley	4901	Ponderosa Pine	15	87	
106	APN 09302130	Happy Valley	6500	Ponderosa Pine	16	85	
107	APN 09302130	Happy Valley	6499	Ponderosa Pine	11	78	
108	APN 09302130	Happy Valley	6498	Ponderosa Pine	5	23	
109	APN 09302130	Happy Valley	6497	Ponderosa Pine	19	98	
110	APN 09302130	Happy Valley	6496	Ponderosa Pine	8	53	
111	APN 09302130	Happy Valley	6495	Ponderosa Pine	11	85	
112	APN 09302130	Happy Valley	6494	Ponderosa Pine	9	72	
113	APN 09302130	Happy Valley	6493	Ponderosa Pine	12	87	
114	APN 09302130	Happy Valley	6492	Ponderosa Pine	21	106	
115	APN 09302130	Happy Valley	4191	Ponderosa Pine	10	79	
116	APN 09302130	Happy Valley	6491	Ponderosa Pine	20	99	
117	APN 09302130	Happy Valley	6490	Ponderosa Pine	20	89	
118	APN 09302130	Happy Valley	6489	Ponderosa Pine	9	36	
119	APN 09302130	Happy Valley	6488	Ponderosa Pine	10	55	
120	APN 09302130	Happy Valley	6487	Ponderosa Pine	23	104	
121	APN 09302130	Happy Valley	6486	Ponderosa Pine	9	33	

ITEM NO	PARCEL ADDRESS	COMMUNITY	TREE UNIQUE ID	ITEM DESCRIPTION	APPROXIMATE DIAMETER AT BREAST HEIGHT (INCHES)	APPROXIMATE TREE HEIGHT (FEET)	UNIT PRICE (IN FIGURES)
122	APN 09302130	Happy Valley	6485	Ponderosa Pine	18	82	
123	APN 09302130	Happy Valley	6484	Ponderosa Pine	12	83	
124	APN 09302130	Happy Valley	6483	Ponderosa Pine	14	84	
125	APN 09302130	Happy Valley	6482	Ponderosa Pine	15	86	
126	APN 09302130	Happy Valley	6481	Ponderosa Pine	21	90	
127	APN 09302130	Happy Valley	6480	Ponderosa Pine	19	88	
128	APN 09302130	Happy Valley	6479	Ponderosa Pine	15	76	
129	APN 09302130	Happy Valley	4945	Ponderosa Pine	20	92	
130	APN 09302130	Happy Valley	6478	Ponderosa Pine	22	108	
131	APN 09302130	Happy Valley	6477	Ponderosa Pine	14	94	
132	APN 09302130	Happy Valley	6476	Ponderosa Pine	12	87	
133	APN 09302130	Happy Valley	6475	Ponderosa Pine	26	113	
134	APN 09302130	Happy Valley	6474	Ponderosa Pine	6	36	
135	APN 09302130	Happy Valley	6473	Ponderosa Pine	14	76	
136	APN 09302130	Happy Valley	6472	Ponderosa Pine	8	63	
137	APN 09302130	Happy Valley	6471	Ponderosa Pine	11	67	
138	APN 09302130	Happy Valley	6470	Ponderosa Pine	20	94	
139	APN 09302130	Happy Valley	6485	Ponderosa Pine	18	82	

ITEM NO	PARCEL ADDRESS	COMMUNITY	TREE UNIQUE ID	ITEM DESCRIPTION	APPROXIMATE DIAMETER AT BREST HEIGHT (INCHES)	APPROXIMATE TREE HEIGHT (FEET)	UNIT PRICE (IN FIGURES)
140	APN 09302130	Happy Valley	6484	Ponderosa Pine	12	83	
141	APN 09302130	Happy Valley	6483	Ponderosa Pine	14	84	
142	APN 09302130	Happy Valley	6482	Ponderosa Pine	15	86	
143	APN 09302130	Happy Valley	6481	Ponderosa Pine	21	90	
144	APN 09302130	Happy Valley	6480	Ponderosa Pine	19	88	
145	APN 09302130	Happy Valley	6479	Ponderosa Pine	15	76	
146	APN 09302130	Happy Valley	4945	Ponderosa Pine	20	92	
147	APN 09302130	Happy Valley	6478	Ponderosa Pine	22	108	
148	APN 09302130	Happy Valley	6477	Ponderosa Pine	14	94	
149	APN 09302130	Happy Valley	6476	Ponderosa Pine	12	87	
150	APN 09302130	Happy Valley	6475	Ponderosa Pine	26	113	
151	APN 09302130	Happy Valley	6474	Ponderosa Pine	6	36	
152	APN 09302130	Happy Valley	6473	Ponderosa Pine	14	76	
153	APN 09302130	Happy Valley	6472	Ponderosa Pine	8	63	
154	APN 09302130	Happy Valley	6471	Ponderosa Pine	11	67	
155	APN 09302130	Happy Valley	6470	Ponderosa Pine	20	94	
TOTAL BID							

(NOTICE: Bidders failure to 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.)

SUBCONTRACTOR LIST

The Bidder must list the name, address, license number, and DIR number of each subcontractor to whom the Bidder proposes to subcontract portions of the Work in excess of 0.5% of the total bid in accordance with the Public Contract Code commencing with Section 4100 and as required by the Contract Documents. The Bidder must also list the Work portion to be performed by each subcontractor by listing the bid item number, bid item description, and portion of the Work to be performed by the subcontractor in the form of a percentage calculated by dividing the Work to be performed by the subcontractor by the respective bid item amount(s) (not by the total bid price).

Firm Name Address City, State, Zip Code	Phone Fax	License No. DIR No.	Bid Item Number Bid Item Description	Percentage of Each Bid Item Subcontracted
<i>Name</i>	<i>Phone</i>	<i>License No.</i>		
<i>Address</i>	<i>Fax</i>	<i>DIR No.</i>		
<i>City, State, Zip Code</i>				
<i>Name</i>	<i>Phone</i>	<i>License No.</i>		
<i>Address</i>	<i>Fax</i>	<i>DIR No.</i>		
<i>City, State, Zip Code</i>				
<i>Name</i>	<i>Phone</i>	<i>License No.</i>		
<i>Address</i>	<i>Fax</i>	<i>DIR No.</i>		
<i>City, State, Zip Code</i>				

Public Contract Code Section 10285.1 Statement

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

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

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

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

Public Contract Code Section 10232 Statement

In conformance with Public Contract Code Section 10232, the Bidder, 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 Bidder within the immediately preceding two year period because of the Bidder's failure to comply with an order of a Federal Court which orders the Bidder to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are 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.

NONCOLLUSION AFFIDAVIT

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

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

NOTE:

The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Accompanying this proposal is _____
(NOTICE: INSERT THE WORDS "CASH(\$___),"CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDERS BOND," AS THE CASE MAY BE)
in amount equal to at least ten percent of the amount of the total bid.

The names of all persons interested in the forgoing Proposal as principals are as follows:

IMPORTANT NOTICE: If the Bidder or other interested person is a corporation, state legal name of corporation and place of incorporation, also names of the president, secretary, treasurer, and executive officer thereof; if a partnership, state name of partnership, also names of all individual partners; if Bidder or other interested person is an individual, state first and last names in full.

ADDENDA: This Proposal is submitted with respect to the changes to the Contract included in addenda number (s) _____

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Proposal Pay Items and Bid Price Schedules that were received as part of the addenda)

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 Sections 10162, 10232, and 10285.1 are true and correct and that the Bidder has complied with the requirements of Sections 4104 of the Subletting and Subcontracting Fair Practices Act and of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations). 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 Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106 if elected, are true and correct.

The person or persons executing this Proposal on behalf of a corporation or 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 part of this Proposal.

Executed this _____ day of _____, 20__

at _____ County, State of _____



Name and Title of Bidder _____

Name of Firm _____

END OF PROPOSAL

COUNTY OF EL DORADO

BIDDER'S BOND

this form MUST be used

KNOW ALL PEOPLE BY THESE PRESENTS, THAT WE _____
_____, as **PRINCIPAL**, and

as Surety are held and firmly bound unto the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "Obligee"), in the penal sum of **TEN (10) PERCENT OF THE AMOUNT OF THE TOTAL BID PRICE** of the Principal above named, submitted by said Principal to the Obligee 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 Obligee, we the Principal and Surety 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

TEN PERCENT (10%) OF THE AMOUNT OF THE TOTAL BID PRICE

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal has submitted the above-mentioned Bid to the Obligee, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at Placerville, El Dorado County, California, for the construction of the

**TIMBER MORTALITY PROJECT
PHASE 2 - CAMINO AND GRIZZLY FLATS
CONTRACT No. PW 17-31173**

NOW, THEREFORE, if the aforesaid Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to it for signature, enters into a written contract, in the prescribed form, in accordance with the Bid, and files two bonds with the Obligee, 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 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.

IN WITNESS WHEREOF, we have set our hands and seals on this _____ day of _____ 20__

Bond No. _____

(seal) _____
Principal

(seal) _____
Surety

Address: _____

(NOTE: Signature of those executing for the Surety shall be properly acknowledged, and accompanied by a Certificate of Acknowledgment.)

SURETY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____

_____ ,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

COUNTY OF EL DORADO

PAYMENT BOND

(Section 3247, Civil Code)

Bond No. _____

WHEREAS, the County of El Dorado, a political subdivision of the State of California, hereafter referred to as "Obligee", has awarded to Contractor

_____ hereafter referred to as "Principal", a contract for the work described as follows:

LICENSED TIMBER OPERATOR FOR THE TIMBER MORTALITY PROJECT
PHASE 2 – CAMINO AND GRIZZLY FLATS
CONTRACT NO. XXX-XXXX

AND, WHEREAS, said Principal is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the Obligee, in the sum of _____, (\$ _____) to be paid to the Obligee, for which payment we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.

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

Dated: _____

Correspondence or Claims relating to this bond should be sent to the Surety at the following address:

PRINCIPAL

SURETY

ATTORNEY-IN-FACT

NOTE: Signatures of those executing for the Principal and for the Surety must be properly acknowledged, and a Power of Attorney attached for the Surety.

NOTARY ACKNOWLEDGMENTS ATTACHED

PRINCIPAL

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____

_____ ,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

SURETY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____

_____ ,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

COUNTY OF EL DORADO

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that we _____

the Contractor in the Contract hereto annexed, as Principal, and _____

as Surety, are held firmly bound unto the County of El Dorado, a political subdivision of the State of California, hereinafter called the "Obligee" in the

sum of _____,

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

Signed, sealed and dated: _____

The condition of the above obligation is such that if said Principal as Contractor in the Contract hereto annexed shall faithfully perform each and all of the conditions of said Contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Obligee, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the work of **Contract No. XXX-XXXXX for the LICENSED TIMBER OPERATOR FOR THE TIMBER MORTALITY PROJECT PHASE 2 – CAMINO AND GRIZZLY FLATS** in strict conformity with the terms and conditions set forth in the Contract hereto annexed, then this obligation shall be null and void; otherwise this bond shall remain in full force and effect and the said Surety will complete the Contract work under its own supervision, by Contract or otherwise, and pay all costs thereof for the balance due under terms of the Contract, and the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work.

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.

This guarantee shall insure the Obligee during the work required by any Contract and for a period of one (1) year from the date of acceptance of the work against faulty or improper materials or workmanship that may be discovered during that time.

No right of action shall accrue under this bond to or for the use of any person other than the Obligee named herein.

Dated: _____, 20____.

Correspondence or Claims relating to this bond should be sent to the Surety at the following address:

PRINCIPAL

SURETY

ATTORNEY-IN-FACT

NOTE: Signatures of those executing for the Principal and the Surety must be properly acknowledged, and a Power of Attorney attached for the Surety.

NOTARY ACKNOWLEDGMENTS ATTACHED

PRINCIPAL

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____

_____ ,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

SURETY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____

_____ ,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)