



COUNTY OF YOLO

California Uniform Public Construction Cost Accounting Act Contract
Revision 1/2020

CONTRACT NUMBER:
VENDOR NUMBER:

1. This Contract is entered into between the County of Yolo and the Contractor named below:

2. The Contract Term is:

through
OR

Work shall be completed within

consecutive calendar days from the date specified in
the County's Notice to Proceed, whichever is later

3. The maximum amount of this contract is:

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made part of this Contract:

- Exhibit A – Scope of Work
- Exhibit B – California Uniform Public Construction Cost Accounting Act Standard Terms and Conditions
- Exhibit C – Bond Documents
- Exhibit D – Bid List
- Exhibit E – Subcontractor List

This Contract is made MMMM, DD, YYYY.

CONTRACTOR

CONTRACTOR'S NAME

BY *(Authorized Signature)*

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

CITY

STATE

ZIP CODE

COUNTY OF YOLO

BY

DATE SIGNED

PURCHASING AGENT'S PRINTED NAME AND TITLE OF PERSON SIGNING

Ryan Pistochini, Manager of Procurement

APPROVED AS TO CONTENT

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

DEPARTMENT NAME

DEPARTMENT ADDRESS

CITY

STATE

ZIP CODE

SCOPE OF SERVICES

A. PURPOSE OF WORK

The County of Yolo is planning a Micro-Surface Triple Seal Project. The Micro-Surface Triple Seal includes the following treatments:

- First seal: Type III Micro-Surface Seal
- Second seal: Chip Seal
- Final seal: Type II Micro-Surface Seal

The County Road Crew will be performing dig out repairs, blowing out cracks and profile grinding the roads to be Triple Sealed prior to the micro-surfacing work. The County Road Crew will provide traffic control for the project, and the contractor is required to coordinate the schedule with the County Road Crew. The contractor will need to install and maintain temporary delineation on the work surface until the final surface is complete. The County Road Crew will maintain the temporary delineation after the contractor has installed temporary delineation on the finished surface until striping work is completed. The work must comply with the Specifications and Required Services identified in Sections C and D, respectively.

B. LOCATION OF WORK

The area where Micro-Surface Triple Seal work will be performed are as follows:

- County Road 32 from County Road 93A to 1070' west of County Road 98 (5.8 miles, 23 to 25 feet wide)
- County Road 89 from SR 16 to County Road 26 (3.2 miles, 23 feet wide)
- County Road 89 from County Road 27 to County Road 28 (1 mile, 24 feet wide) Chip Seal and Type II surface seal only on this segment.
- County Road 89 from County Road 28 to County Road 31 (3 miles, 22 to 24 feet wide)
- Additional Locations to be determined and performed on an on-call basis.

C. REQUIRED SERVICES

All work under this contract shall be performed in accordance with the directives given by the County Contract Administrator, or designee.

For services under this contract, the County Contract Administrator, or designee, shall request that the contractor prepare a work plan (WP). The County Contract Administrator, or designee, shall confer with the contractor to identify and refine the scope of services required. The WP shall detail the tasks required for the project and the schedule. The costs will be based on the specified rates of compensation in the contract (see Exhibit D). Work shall not begin until a work plan has been approved by the County Contract Administrator.

The cost of the project will include one Mobilization and the Triple Seal of a 5.8-mile-long section of CR 32, and one Mobilization for a 7.2-mile-long section CR 89 in accordance with Section D Specifications. The cost for each additional WP will include one Mobilization and the specified amount of the bid items at the contract cost per item. The County Contract Administrator will endeavor to ensure that each WP request will include three to four miles of pavement treatment on average.

Schedule of work:

Thirty (30) working days are allowed to start work from the date that the notice to proceed is given to the contractor, and **Sixty (60)** working days are allowed for completion of the work from the date that the work proposal is given to the contractor.

All bids will be compared using the Engineer’s Estimate of the quantities of work on the Bid Item List.

Bid Items:

Bid Item 1 – Removal of existing traffic stripes.

Bid Item 2 – Type II Micro-Surfacing Seal: Must meet the specifications below.

Bid Item 3 – Polymer Asphaltic Emulsion Seal Coat (PMCRS2h): Must meet the specifications below.

Bid Item 4 – Screening 3/8” Medium: Must meet the specifications below.

Bid Item 5 – Type III Micro-Surfacing Seal, Repair Wheel Path Depressions: Must meet the specifications below.

Bid Item 6 – Mobilization.

Estimated Quantities

Road Segment	Section width (ft)	Type III Leveling Coarse (Tons)	Polymer Asphaltic Emulsion (Tons)	Screenings 3/8” Medium (Tons)	Type II Surface Coarse (Tons)
CR 89 (SH16 to CR26)	23	449.1	62.4	641.6	449.1
CR 89 (CR27 to CR28)	24	0	20.3	209.2	146.4
CR89 (CR28 to CR29)	24	143.4	19.9	204.8	143.4
CR89 (CR29 to CR31)	22.5	282.7	39.2	403.9	282.7
CR32 (CR93A to CR95)	23.67	437.4	60.7	624.9	437.4
CR32 (CR95 to CR98)	25	432.0	60.0	617.1	432.0

D. SPECIFICATIONS

For use in connection with Yolo County Public Works construction projects administered under the Standard Specifications DATED 2018 and Standard Plans DATED 2018, of the California Department of Transportation, and the Labor Surcharge and Equipment Rental Rates in effect on the date work is accomplished.

Section 5-1.47 Guarantee of the 2018 Caltrans Standard Specifications includes a Guarantee that work remains free from substantial defects for 1 year after Contract acceptance.

Section 37-2.03 Polymer Modified Asphaltic Emulsion Chip Seals of the 2018 Caltrans Standard Specifications includes specifications for applying polymer modified asphaltic emulsion chip seals. A polymer modified asphaltic emulsion chip seal for a triple seal includes applying a polymer modified asphaltic emulsion, followed by aggregate.

Add the following to section 37-2.01C(3) "Surface Preparation":

The County Road Crew will be performing dig out repairs, blowing out cracks and profile grinding the roads to be Triple Sealed prior to the micro-surfacing work. The County Road Crew will provide traffic control for the project, and the contractor is required to coordinate the schedule with the County Road Crew.

Replace section 37-2.03A(4)(b)(i) "General" with:

Attention is directed to section 6-2, "Quality Assurance," of the Standard Specifications. The name of an independent testing laboratory that participates in the AASHTO Proficiency Sample Program shall be submitted to the Engineer for approval at least 10 days before beginning seal coat operations. The independent testing laboratory shall conduct quality control testing on the polymer modified asphaltic emulsion for viscosity, sieve, demulsibility, and torsional recovery properties within 3 business days of sampling. The results shall be submitted to the Engineer within 7 days of the receipt of the samples.

Replace the second paragraph of section 37-2.03B(2) "Polymer Modified Asphaltic Emulsions" with :

Polymer modified asphaltic emulsion must be Grade PMCRS2h. Polymer content in percent by weight does not apply.

Replace the first sentence of section 37-2.03B(3) "Aggregate" with:

The aggregate gradation for a polymer modified asphaltic emulsion chip seal must comply with the 3/8" gradation shown in the following table:

Replace the third sentence of section 37-2.03C "Construction" with:

Apply polymer modified asphaltic emulsions when the ambient air temperature is from 60 to 105 degrees F and the pavement surface temperature is at least 80 degrees F. Do not apply polymer modified asphaltic emulsions when high winds are predicted to occur within 4 hours of the planned application time.

Add to section 37-3.01B(2) "Aggregate":

Aggregate for micro seal must be Type II or Type III.

Replace the 4th paragraph of section 37-3.01C(a) "General" with:

Use a continuous self-loading mixing machine except you may use truck mounted mixer spreaders on any of the following:

1. Radii

2. Side streets
3. Gore areas
4. Areas requiring hand work

Section 37-3 Micro-Surfacings of the 2018 Caltrans standard specifications includes specifications for Type II and Type III micro-surfacings. Section 37-3.03 includes specifications for applying micro-surfacings. Applying a micro-surfacing consists of spreading a mixture of a micro-surfacing emulsion, water, additives, mineral filler, and aggregate on the pavement.

Replace section 37-3.02B(3) with:

37-3.02B(3) Polymer Modified Asphaltic Emulsions

A polymer modified asphaltic emulsion must be grade PMCQS-1h.

A polymer modified asphaltic emulsion must consist of an elastomeric polymer mixed with an asphaltic material uniformly emulsified with water and an emulsifying or stabilization agent.

A polymer modified asphaltic emulsion must use either neoprene polymer or butadiene and styrene copolymer. The polymer must be homogeneous and milled into the asphaltic emulsion at the colloid mill.

Replace section 37-3.03B(2) with:

37-3.03B(2) Micro-surfacing Emulsions

A micro-surfacing emulsion must be grade MSE.

A micro-surfacing emulsion must be a homogeneous mixture of asphalt, an elastomeric polymer, and an emulsifier solution.

Add an elastomeric polymer modifier to asphalt or emulsifier solution before emulsification. An elastomeric polymer solid must be a minimum of 3 percent by weight of the residual asphalt in the micro-surfacing emulsion.

EXHIBIT B**CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT**
STANDARD TERMS & CONDITIONS**1) NOTICE TO PROCEED**

County shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

2) SITE EXAMINATION

Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

3) EQUIPMENT AND LABOR

The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, the Services to be performed at such times and places as directed by and subject to the approval of the authorized County representative indicated in the Work specifications attached hereto.

4) SUBCONTRACTORS

Contractor shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code, section 4100 et. seq.) Contractor shall identify by name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction of the Work in an amount in excess of one-half of 1 percent of the Contractor's contract price. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor subcontracts any part of this Contract, Contractor shall be fully responsible to the County for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the County.

5) NOTICE OF LABOR DISPUTES

Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or is threatening to delay the timely performance of its Contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the County. In addition, the Contractor shall take all appropriate measures to eliminate or minimize the effect of such labor dispute on the currently accepted construction Schedule, including but not limited to such measures as: promptly seeking appropriate injunctive relief; filing appropriate charges with the National Labor Relations Board under the applicable provisions of the Labor Management Relations Act of 1947, as amended; filing appropriate damage actions; taking such measures as establishing a reserved gate, as appropriate; if reasonably feasible, seeking other sources of supply or service; or any other measures that may be appropriately utilized to limit or eliminate the effect of the labor dispute. To the extent the Contractor fails to initiate measures that are appropriate, it is not entitled to an extension of time. In addition, any delay impact on any other Contractor's schedule or on the

Construction Schedule will be considered as a Contractor-caused delay under any and all applicable provisions of the Contract.

6) TERMINATION

If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, the County shall have the right to terminate this Contract effective immediately upon the County giving written notice thereof to the Contractor. County shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.

7) SAFETY AND SECURITY

Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the County's rules and regulations pertaining to safety, security, and driving on County grounds, particularly when members of the public are present.

8) CHANGE IN SCOPE OF WORK

Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by County unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the County. Contractor specifically understands, acknowledges, and agrees that the County shall have the right to request any alterations, deviations, reductions, or additions to the Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the County with all information requested to substantiate the cost of any change order and to inform the County whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor's belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

9) WORKERS

Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Contractor shall remove from the site any person in Contractor's employ or a subcontractor whom the County may deem incompetent or unfit, and shall not again that person at Site without written consent from the County.

10) SMOKE-FREE ENVIRONMENT

All County sites, including the Project site(s) are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in County property. County property includes County buildings, County grounds, County-owned vehicles, and vehicles owned by others while on County property.

11) CORRECTION OF ERRORS

Contractor shall perform, at its own cost and expense and without reimbursement from the County, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.

12) SUBSTITUTIONS

No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the County.

13) CONTRACTOR SUPERVISION

Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship

14) CLEAN UP

Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

15) ACCESS TO WORK

County representatives shall at all times have access to the Site wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

16) PROTECTION OF WORK AND PROPERTY

Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from County, is permitted to act at his discretion to prevent such threatened loss or injury. Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of the Contract and shall take all necessary measures and be responsible for the proper care and completion and final acceptance by County.

17) ASSIGNMENT OF CONTRACT

Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the County.

18) TIME IS OF THE ESSENCE

Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract. The Contractor is expected to work during normal County business hours.

19) OCCUPANCY

County reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

20) PAYMENT

On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after County's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by the Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The

County may deduct from any payment an amount necessary to protect the County from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the County in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by County during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the County, incurred by the County for which Contractor is liable under the Contract; and (11) any other sums which the County is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the County to deduct any of these sums from a progress payment shall not constitute a waiver of the County's right to such sums. The County shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200, 7201 and 9200, et seq.

21) PERMITS AND LICENSES

Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.

22) INDEPENDENT CONTRACTOR STATUS

While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the County. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

23) WARRANTY/QUALITY

Unless a longer warranty is called for elsewhere in the Contract, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or Services performed against defective workmanship, defects or failures of materials for a minimum period of two (2) years from County's written approval of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, and environmental standards.

24) INSTRUCTIONS AND MANUALS

Three (3) copies each of all maintenance instructions, application/installation instructions and service materials called for in the Contract shall be provided by the Contractor. These shall be complete as to drawings, details parts lists, performance data and other information that may be required for the County to easily maintain and service the materials and equipment installed under this Contract. Computer-Aided Drawing files shall be transmitted to the County in their electronic form by the Contractor prior to the submission of the final invoice. All manufacturers' application/installation instructions shall be given to the Inspector at least ten (10) days prior to first material application or installation of the item by the Contractor. The maintenance instructions and manuals, along with any specified guarantees, shall be delivered by the Contractor to the Architect for review prior to submission to the County. The Contractor or appropriate Subcontractors shall

instruct County's personnel in the operation and maintenance of the more complex equipment prior to final acceptance of the Work.

25) CONFIDENTIALITY

Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all County employee, client, and/or member of the public information.

26) COMPLIANCE WITH LAWS

Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the County, in writing, and, at the sole option of the County, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the County. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the County of the violation, Contractor shall bear all costs arising therefrom.

27) DISPUTES

In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the Parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104, et seq., if applicable. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the County's administration office is located, having competent jurisdiction of the dispute.

28) PREVAILING WAGES REQUIREMENTS

- a) Contractor shall comply with state prevailing wage law, Chapter 1 of Part 7 of Division 2 of the Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000, for any "public works" (as that term is defined in the statutes) performed on the Work funded by this Contract. For purpose of compliance with prevailing wage law, the Contractor shall comply with provisions applicable to an awarding body. Compliance with state prevailing wage law includes without limitation: payment of at least prevailing wage as applicable; overtime and working hour requirements; apprenticeship obligations; payroll recordkeeping requirements; and other obligations as required by law.
- b) Contractor shall certify to the County on each Payment Request Form, that prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that the Contractor and all subcontractors complied with prevailing wage laws. Prior to the release of any retained funds under this Contract, the Contractor shall submit to the County a certificate signed by the Contractor and all subcontractors performing public works activities stating that prevailing wages were paid as required by law.
- c) Contractor shall ensure that all agreements with its subcontractors to perform work related to this Contract contain the following provisions:
 - i) Contractor shall comply with state prevailing wage law, Chapter 1 of Part 7 of Division 2 of the Labor Code, commencing with Section 1720; and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000, for all construction, alteration,

demolition, installation, repair or maintenance work over \$1,000 performed under the contract. Contractor's obligations under prevailing wage laws include without limitation: pay at least the applicable prevailing wage for public works activities performed on the Work; comply with overtime and working hour requirements; comply with apprenticeship obligations; comply with payroll recordkeeping requirements; and comply with other obligations as required by law.

- ii) Contractor shall ensure that the above requirements are included in all its contracts and any layer of subcontracts for activities for the Work.

29) BOND REQUIREMENTS

Contractor shall not commence the Work until it has provided to the County, a payment bond and a performance bond, in the forms attached hereto, each in an amount equivalent to one hundred percent (100%) of the Contract Price executed by a surety specified in California Code of Civil Procedure Section 995.310 and otherwise acceptable to the County.

30) INDEMNIFICATION

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless the County, its officers, officials, employees and agents from any and all claims, demands, liability, damages, cost or expenses (including but not limited to attorney fees) in law or equity that may at any time arise or be asserted based in whole or in part upon any negligent or other wrongful act or omission of the Contractor, its officers, agents, employees or subcontractors. Contractor responsibility for such defense and indemnity obligations shall survive the termination or completion of this Contract for the full period of time allowed by law. The defense and indemnification obligations of this Contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Contract. In providing any defense under this Section, Contractor shall use counsel reasonably acceptable to the County Counsel.

Contractor shall ensure that all agreements with its subcontractor(s) to perform work related to this Contract contain the following provision:

- i) To the fullest extent allowed by law, Subcontractor shall defend, indemnify, and hold harmless the County, its officers, officials, employees and agents from any and all claims, demands, liability, damages, cost or expenses (including but not limited to attorney fees) in law or equity that may at any time arise or be asserted based in whole or in part upon any negligent or other wrongful act or omission of the Subcontractor, its officers, agents, or employees. Subcontractor responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

31) FUNDING

This Contract is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Contract. If the County's adopted budget and/or its receipts from California and the United States do not contain sufficient funds for this Contract, the County may terminate this Contract by giving ten (10) days advance written notice thereof to the Contractor, in which even the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services under this Contract.

32) INSURANCE

During the term of this Contract, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

- a) Insurance coverage shall be with limits not less than the following:
 - i) Comprehensive General Liability – \$1,000,000/occurrence and \$2,000,000/aggregate
 - ii) Automobile Liability – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) [include coverage for Hired and Non-owned vehicles.]
 - iii) Workers' Compensation – Statutory Limits
 - iv) Employers' Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)
- b) The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation coverages. It shall be a requirement under this Contract that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Contract; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.
 - i) The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
 - ii) The limits of Insurance required in this Contract may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self-insurance shall be called upon to protect it as a named insured.
- c) Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Contract and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.
- d) The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Contract, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Contract as set forth above are available throughout the performance of this Contract.
- e) Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.
- f) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).
- g) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

- h) The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Contract.
- i) For any claims relating to this Contract, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.
- j) The insurer shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.

Prior to commencing services pursuant to this Contract, Contractor shall furnish the County with original endorsements reflecting coverage required by this Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

During the term of this Contract, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Contractor agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Contract including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Contractor must agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under this Contract. Subcontractors must further agree to include these same provisions with any sub-subcontractor. Contractor shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the Contract prior to commencement of any work and Contractor shall provide proof of compliance to the County.

Contractor shall maintain insurance as required by this Contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this Work. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Contract, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

33) GOVERNING LAW

This Contract shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Contract shall be filed and resolved in a California State court located in Woodland, California.

34) ENTIRE CONTRACT

This Contract constitutes the entire agreement of the parties, and no other agreements or representations, oral or written, have been made or relied upon by either party. This Contract may only be amended in writing signed by both parties, and any other purported amendment shall be of no force or effect. This Contract, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act.

EXHIBIT C

BOND DOCUMENTS

PART 1 - PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Yolo, organized and operating under the laws of the State of California, (hereinafter referred to as the "County") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for **Contract No.** _____, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in Contract No. for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by the Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the County in the sum of _____ DOLLARS, (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the County, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the County in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the County, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the County from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall

limit the County's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the County to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the County's option:

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder, the Surety and the County, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the County under the Contract and any modification thereto, less any amount previously paid by the County to the Contractor and any other set offs pursuant to the Contract Documents.
- iii. Permit the County to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the County under the Contract and any modification thereto, less any amount previously paid by the County to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the County may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the County, when declaring the Contractor in default, notifies Surety of the County's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations 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 Documents or to the Project.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____,
20____.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium
charges is \$_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or
Representative for service of
process in California, if different
from above)

(Telephone number of Surety
and Agent or Representative for
service of process in California)

PART 2 - PAYMENT BOND

BOND NO. _____

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the County of Yolo, State of California, ("Owner") has awarded to _____ ("Contractor/Principal") a contract (County Agreement No. _____, dated _____, _____, referred to as the "Agreement") for the work described as _____. The Agreement is incorporated by this reference into this Payment Bond ("Bond"); and

WHEREAS, Contractor/Principal is required to furnish a bond in connection with the Agreement and pursuant to California Civil Code section 9550;

NOW, THEREFORE, we, _____ the undersigned Contractor/Principal, and _____ ("Surety"), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the County of Yolo, and to any and all persons, companies, or corporations entitled by law to file stop payment notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ DOLLARS (\$ _____), which such sum being not less than one hundred percent (100%) of the total amount payable by the Owner under the terms of the Agreement, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Contractor/Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et seq.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor

by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Owner and Contractor/Principal or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

Any notice to Surety may be given in the manner specified in the Agreement and delivered or transmitted to Surety as follows:

Attn: _____

Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

Email: _____

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, two identical counterparts of this Bond, each of which shall for all purposes be deemed an original thereof, have been duly executed by Contractor/Principal and Surety above named, on the ___ day of _____, 201__.

_____ (SEAL)
Contractor/Principal

By: _____
Contractor/'s Representative

Contractor/Principal's Address

City, State, Zip

_____ (SEAL)
Surety

By: _____
Surety's Representative

Surety's Address

City, State, Zip

Telephone Number

NOTE: Signatures of those executing for Surety must be properly acknowledged. The bond must be accompanied by a properly acknowledged Power of Attorney from the Surety authorizing its agent to bind it to this bond. A copy of such Power of Attorney must be on file with the Yolo County Clerk.

Exhibit D

Micro-Surface Triple Seal Bid List

Bid Item #	Bid Item	Unit	Estimated Quantity	Unit Price	Total
1	Remove Existing Traffic Strip	LS	1		
2	Microsurfacing (TYPE II)	Tons	1891		
3	Polymer Asphaltic Emulsion Seal Coat (PMCRS2h)	Tons	263		
4	Screening 3/8" Medium	Tons	2701		
5	Microsurfacing (TYPE III)	Tons	1744.6		
6	Mobilization	Each	3		

EXHIBIT F

AGREEMENT TO TRAIN APPRENTICES

District No. _____

DAS File No. _____

Employer ID _____

NAME OF EMPLOYER				
MAILING ADDRESS (STREET AND NUMBER)	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
ADDRESS OF TRAINING LOCATION (IF DIFFERENT)				
OCCUPATION(S)				O*Net Code
NAME OF APPRENTICESHIP COMMITTEE AND STANDARDS				
AREA COVERED BY APPRENTICESHIP STANDARDS or NAME AND ADDRESS OF PROJECT				

THE OFFICIAL, whose signature follows, agrees on behalf of the above named employer to train apprentices in the designated occupation in accordance with the apprenticeship standards and apprentice agreement and to comply with the provisions thereof.

[SIGNED] By _____

Printed name _____

Title _____ Date _____

THE APPRENTICESHIP COMMITTEE accepts and approves the employer as qualified to train apprentices under its standards in the designated occupation.

[SIGNED] By _____

Printed name _____

Title _____ Date _____

Accepted:
DIVISION OF APPRENTICESHIP STANDARDS

Effective until:

- Revoked
- End of Project (Enter project name and address in Area Covered above)
- Date _____ Date
- Other _____ Specify

EFFECTIVE DATE

[SIGNED] By _____ Date _____
Apprenticeship Consultant

REMARKS:

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS