

COUNTY OF YOLO
DEPARTMENT OF COMMUNITY SERVICES
DIVISION OF INTEGRATED WASTE MANAGEMENT
44090 COUNTY ROAD 28H, WOODLAND, CALIFORNIA 95776
(530) 666-8852

BID DOCUMENTS,
PROPOSAL, BOND FORMS,
AND AGREEMENT

FOR THE
WHITE GOODS CENTER RELOCATION

APRIL 18, 2023

IN THE
COUNTY OF YOLO

W.O. 9364

BID OPENING: MAY 25, 2023 2PM
County of Yolo
Yolo County Central Landfill
Conference Room
44090 County Road 28H
Woodland, CA 95776

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BIDDER'S CHECKLIST

This checklist has been prepared and furnished to aid bidders in including all necessary supporting information with their proposal. Bidders shall also reference the Plans and Specifications in preparing their proposals, including the Notice to Contractors and Section 2 of the General Provisions, which provides the proposal requirements and conditions. Bidder's submittals should include, but are not limited to, the following:

ITEM	CHECKED
1. Proposal (Bid) w/ Addendum Acknowledgment	_____
2. Bid Schedule	_____
3. Bidder's Statement of Financial Responsibility, Technical Ability and Experience	_____
3a. Additional Satisfactory Evidence	_____
3b. Proof of Compliance with State of California Division of Apprenticeship Standards Approved Joint Labor and Management Apprenticeship Program DAS 7	_____
4. Debarment and Suspension	_____
5. List of Subcontractors	_____
6. Noncollusion Declaration	_____
7. Iran Contracting Act Certification	_____
8. Public Works Contractor Registration Certification	_____
9. Proposal Guarantee	_____

(DO NOT DETACH)

PROPOSAL

to the
DEPARTMENT OF COMMUNITY SERVICES
DIVISION OF INTEGRATED WASTE MANAGEMENT
COUNTY OF YOLO

WORK ORDER NO. 9364

NAME OF BIDDER

BUSINESS ADDRESS

CITY, STATE, ZIP

TELEPHONE NO: AREA CODE (____)

FAX NO.: AREA CODE (____)

In response to the Notice to Contractors and in accordance with the Project Plans and Specifications (including the payment of not less than the minimum wage rates set forth therein) and the Contract annexed hereto, the undersigned hereby proposes to the County to furnish all labor, technical and professional services, supervision, materials and equipment, other than materials and equipment specified as furnished by the County, and to perform all operations necessary and required to construct the project in accordance with the provisions of the Plans and Specifications and any addenda thereto, and at the prices stated opposite the respective items set forth in the Bid Schedule.

The Project Plans and Specifications for the work to be done are dated APRIL 18, 2023 and are entitled:

PLANS AND SPECIFICATIONS
FOR THE
WHITE GOODS CENTER RELOCATION
at the
YOLO COUNTY CENTRAL LANDFILL

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the Plans and Specifications and any addenda thereto; that it has carefully checked all of the words and figures shown in its Bid Schedule; that it has carefully reviewed the accuracy of all statements in this proposal and attachments hereto; and that it understands and agrees that the

County will not be responsible for any errors or omissions on the part of the undersigned in preparing this proposal.

The undersigned has by careful examination of the Plans and Specification and any addenda thereto, and by examination of the actual site conditions, satisfied itself as to the nature and location of all work, the general and local conditions to be encountered in the performance of any work, the requirements of the Contract and all other matters which can in any way affect the work or the cost thereof.

This proposal constitutes a firm offer to the County which cannot be withdrawn for 120 days after the date set for opening of proposals, or until a contract is executed by the County and a third party, whichever is earlier.

Enclosed find cash, bidder's bond, or cashier's or certified check No. _____ from the _____ Bank in the amount of _____, which is not less than ten percent (10%) of this bid, payable to the County of Yolo as bid security and which is given as a guarantee that the undersigned will enter into a contract and provide the necessary bonds and certificates of insurance if awarded the work.

If awarded a Contract, the undersigned agrees to execute and deliver to the County within ten (10) days after date of receipt of Notice of Award, a signed Contract and the necessary Performance Bond, Payment Bond, Certificates of Insurance and Endorsements, and Tax Identification Number.

The undersigned certifies that it is licensed in accordance with the California law providing for the registration of Contractors, License No. _____, Expiration Date _____, class of license(s) _____. If the bidder is a joint venture, each member of the joint venture must include the above information.

The following forms, which have been completed and executed by undersigned bidder, are incorporated by this reference and made a part of this proposal:

BID SCHEDULE
BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY, TECHNICAL ABILITY,
AND EXPERIENCE
DEBARMENT AND SUSPENSION
LIST OF SUBCONTRACTORS
NONCOLLUSION DECLARATION
IRAN CONTRACTING ACT CERTIFICATION
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION
DIVISION OF APPRENTICESHIP STANDARDS DAS 7
PROPOSAL GUARANTEE

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Plans and Specifications:

Addenda No. _____

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Bid Schedule sheets that were received as part of the addenda.)

[SIGNATURE AND CERTIFICATION ON THE NEXT PAGE]

The undersigned acknowledges that the representations made herein are made under penalty of perjury under the laws of the State of California.

Bidder:

Bidder's Business Address:

(Company Name)

By _____
(Signature)

(Type or print name)

(Title)

(Where signed) (City, State)

(corporate seal)

Dated: _____, 20_____
State of Incorporation: _____

Names of individual members of firm or names and titles of all officers of corporation and their addresses are listed below:

Name _____ Title _____

Complete Address _____

Phone _____ FAX _____

Name _____ Title _____

Complete Address _____

Phone _____ FAX _____

Name _____ Title _____

Complete Address _____

Phone _____ FAX _____

BID SCHEDULE
CONTRACT PRICE SCHEDULE

Item	Description	Section Reference ⁽¹⁾	Estimate Quantity	Unit	Unit Price	Total Cost
1	Mobilization/Demobilization	01025	1	LS		
2	Demolition	01025	1	LS		
3	Subgrade Preparation	01025	39,800	FS		
4	Drainage Pipe Assembly	01025	50	FT		
5	Drop Inlet and Insert Filter Assembly	01025	1	EA		
6	Reinforced Concrete Slab	01025	17,500	SF		
7	Asphalt Concrete Pavement	01025	20,000	SF		
Total Bid						

Notes:

(1) The Section Reference provides the Section number within the Technical Provisions or Contract Documents where the measurement and payment of the bid item is described.

The costs for any work shown or required in the Plans and Specifications, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the work.

The bidder shall set forth for each unit basis item of work an item 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 "Total" column shall be the extension of the item price bid on the basis of 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 item 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 price or item total, whichever most closely approximates percentage-wise the unit price or item total in the County's final estimate of cost.

For purposes of evaluating bids, the County will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for unit price items are for purposes of comparing bids only and the County makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

**BIDDER’S STATEMENT OF FINANCIAL RESPONSIBILITY,
TECHNICAL ABILITY, AND EXPERIENCE**

The Bidder is required to state its financial responsibility, technical ability and what work of a similar character to that included in the proposed Contract he or she has successfully performed and give reference which will enable the Board of Supervisors to judge his or her responsibility, experience, skill, and business standing.

Bidder shall also provide Additional Satisfactory Evidence, on its own form, as defined in Section 11-4 of the Special Provisions.

Note to General Contractors; Joint Apprenticeship Committee Participation

Requirement: The County adopted a policy that one of requirements to be deemed a responsive bidder is that when submitting a bid at or in excess of one-million dollars the bidder must then be participating in a joint apprenticeship committee on public works projects. The California Department of Industrial Relations defines a joint apprenticeship committee as a committee made up of equal number of members from labor and management. **Bidders submitting bids at or in excess of one-million dollars must complete a California Department of Industrial Relations’ DAS-7 form that documents the bidder’s participation in a joint apprenticeship committee. Bids that are not accompanied by such proof of participation will be rejected. The County will verify participation prior to the award.**

In lieu of completing the second half of the DAS-7 form, Contractors may attach separate documentation demonstrating approval of their participation in a State of California Division of Apprenticeship Standards approved joint labor and management apprenticeship program.

A. INFORMATION ABOUT BIDDER

(Indicate not applicable (“N/A”) where appropriate.)

NOTE: Where bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

- 1.0 Name of Bidder: _____
 - 2.0 Type, if Entity: _____
 - 3.0 Bidder Address: _____
- _____

Facsimile Number

Telephone Number

Email Address

4.0 How many years has Bidder's organization been in business as a Contractor?

5.0 How many years has Bidder's organization been in business under its present name? _____

5.1 Under what other or former names has Bidder's organization operated? _____

6.0 If Bidder's organization is a corporation, answer the following:

6.1 Date of Incorporation: _____

6.2 State of Incorporation: _____

6.3 President's Name: _____

6.4 Vice-President's Name(s): _____

6.5 Secretary's Name: _____

6.6 Treasurer's Name: _____

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: _____

7.2 Name and address of all partners (state whether general or limited partnership):

8.0 If other than a corporation or partnership, describe organization and name principals:

9.0 List other states in which Bidder's organization is legally qualified to do business.

10.0 What type of work does the Bidder normally perform with its own forces?

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

13.0 List Trade References:

14.0 List Bank References (Bank and Branch Address):

15.0 Name of Bonding Company and Name and Address of Agent:

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

The bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity. The bidder may provide a current resume for each key personnel that is fully responsive to each question below.

- 1. List each person’s job title, name and percent of time to be allocated to this project:

- 2. Summarize each person’s specialized education:

- 3. List each person’s years of construction experience relevant to the project:

- 4. Summarize such experience:

Bidder agrees that personnel named in this bid will remain on this project until completion of all relevant work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the County.

E. ADDITIONAL BIDDER'S STATEMENTS:

If the bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

Name of Bidder_____

Signature_____

Name and Title_____

Dated_____

DEBARMENT AND SUSPENSION
(Public Contract Code Section 6109)

Contractor represents and warrants that it is eligible to bid and work on this project pursuant to Sections 1777.1 and 1777.7 of the California Labor Code and other applicable provisions of law. Further, Contractor acknowledges that it is prohibited from performing work on this project with a subcontractor who is ineligible to perform work on public works project pursuant to Sections 1777.1 and 1777.7.

Signature: _____

Printed Name: _____

Title: _____

Firm Name: _____

Date: _____

LIST OF SUBCONTRACTORS

The subcontractor listed below will perform work or labor or render service to the contractor in or about the construction of the work or improvement, or are subcontractors licensed by the State of California who will, under subcontract to the contractor, specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the Contract Documents, in an amount in excess of one-half of one percent (1/2 of 1%) of the contractor's total bid. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the bidder shall list each subcontractor who will perform work or labor or render service to the bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the bidder's total bid price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the California Public Contract Code, the bidder shall set forth below:

- a) The name and the location of the place of business;
- b) The California contractor license number;
- c) The DIR public works contractor registration number; and
- d) The portion of the work which will be done by each subcontractor.

If a bidder fails to specify a subcontractor or if a contractor specifies more than one subcontractor for the same portion of work, then the bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number

(Attach additional sheets if necessary)

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

IRAN CONTRACTING ACT

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

The Contractor is not:

- (1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

The County has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the County will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature: _____

Printed Name: _____

Title: _____

Firm Name: _____

Date: _____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

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

PROPOSAL GUARANTEE

[Note: Not required when other form of bidder’s security, e.g. cash, certified check or cashier’s check, accompanies bid.]

The makers of this bond are, _____, as Principal, and _____, as Surety and are held and firmly bound unto the County of Yolo, organized and operating under the laws of the State of California, hereinafter called the County, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to the County for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 20 ____, for WHITE GOODS CENTER RELOCATION.

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the County as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including reasonable attorneys’ fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20 ____, the name and corporate seal of each corporation.

(Corporate Seal)

Contractor/ Principal
By _____
Title _____

(Corporate Seal)

Surety
By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Notary 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 ____ 20____, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

Name(s) of Signer(s)

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 of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title or Type of Document

- Partner(s)
 - Limited
 - General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator

Date of Document

Other:
Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

Notary 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 _____, 20____, before me, _____, Notary Public, personally
 appeared _____, who proved to me on the basis of satisfactory

Name(s) of Signer(s)

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 of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

 Title or Type of Document

- Partner(s)
 - Limited
 - General

 Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator

 Date of Document

Other:
 Signer is representing:
 Name Of Person(s) Or Entity(ies)

 Signer(s) Other Than Named Above

COUNTY OF YOLO, CALIFORNIA
AGREEMENT NO. _____

County Work Order No. 9364

THIS AGREEMENT, (“Agreement” or “Contract”)) made and entered into on this ____ day of MONTH, between the COUNTY OF YOLO, a political subdivision of the State of California (“COUNTY”), and _____, (“CONTRACTOR”), a California corporation.

ARTICLE I. In consideration of the payments and agreements hereinafter mentioned, to be made and performed by the COUNTY, CONTRACTOR shall, at his or her own cost and expense, furnish all the labor, technical and professional services, supervision, materials, and equipment, except such as are mentioned in the Contract Documents referenced below to be furnished by the COUNTY, and perform all operations necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the COUNTY, the work described in the Contract Documents for the public work of improvement titled:

**PLANS AND SPECIFICATIONS FOR THE
WHITE GOODS CENTER RELOCATION
at the
YOLO COUNTY CENTRAL LANDFILL
Dated DATE**

ARTICLE II. Time is of the essence in the performance of the work. The work shall be commenced and completed pursuant to Section 11-5 of the Special Provisions.

ARTICLE III. The COUNTY shall pay to the CONTRACTOR as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of _____ Dollars (\$ _____), hereinafter, the Contract Price. Payment shall be made as set forth in the General Provisions. COUNTY will pay to CONTRACTOR compensation based upon the prices set forth in the Contract Price Schedule.

ARTICLE IV. By its signature hereunder, CONTRACTOR certifies that it is aware of the provisions of Section 3700 of the Labor Code et seq. which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and CONTRACTOR will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V. CONTRACTOR shall provide indemnification and defense as set forth in the General Provisions.

ARTICLE VI. The “Contract Documents” include the following documents, each of which is incorporated into this Contract by reference:

- Notice to Contractors
- Addenda
- Proposal, including all required forms
- Performance Bond
- Payment Bond
- General Provisions
- Special Provisions
- Technical Provisions
- Standard Drawings
- Project Drawings
- Standard Construction Specifications
- Change Orders executed by the COUNTY

The CONTRACTOR shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of a conflict, the various Contract Documents will be given effect in the order set forth in the General Provisions.

ARTICLE VII. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The CONTRACTOR shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this work.

CONTRACT PRICE SCHEDULE

Item No.	Description	Section Reference ⁽¹⁾	Estimate Quantity	Unit	Unit Price	Total Cost
1	Mobilization/Demobilization	01025	1	LS		
2	Demolition	01025	1	LS		
3	Subgrade Preparation	01025	39,800	FS		
4	Drainage Pipe Assembly	01025	50	FT		
5	Drop Inlet and Insert Filter Assembly	01025	1	EA		
6	Reinforced Concrete Slab	01025	17,500	SF		
7	Asphalt Concrete Pavement	01025	20,000	SF		
Total						

ARTICLE VIII. CONTRACTOR expressly acknowledges that CONTRACTOR is fully cognizant of, fully understands, and unreservedly agrees that, all provisions of the Project Plans and Specifications are absolutely controlling and equally applicable.

ARTICLE IX. CONTRACTOR shall maintain, at its sole cost an expense, the insurance requirements attached hereto as Exhibit A and incorporated herein by this reference throughout the entire term of this Agreement.

ARTICLE X.

- A) It is understood and agreed by all the parties hereto that CONTRACTOR is an independent CONTRACTOR and that no relationship of employer-employee exists between the COUNTY and CONTRACTOR. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of the COUNTY. CONTRACTOR hereby indemnifies and holds the COUNTY harmless from any and all claims that may be made against the COUNTY based upon any contention that an employer-employee relationship exists by reason of this Agreement.

- B) It is further understood and agreed by all parties hereto that neither CONTRACTOR nor CONTRACTOR's assigned personnel shall have any right to act on behalf of the COUNTY in any capacity whatsoever as an agent or to bind the COUNTY to any obligation whatsoever.

- C) It is further understood and agreed by all parties hereto that CONTRACTOR must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of CONTRACTOR's assigned personnel.

ARTICLE XI. In the performance of the services required by this Agreement, CONTRACTOR shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives, and laws. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed in a California Superior Court located in Woodland, California.

ARTICLE XII. The waiver by COUNTY or any of its officers, agents, or employees or the failure of the COUNTY or its officers, agents, or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants, or conditions of this Agreement.

ARTICLE XIII. This Agreement, including all exhibits expressly incorporated therein, constitutes the entire agreement between the COUNTY and CONTRACTOR and supersedes

all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

ARTICLE XIV. This Agreement may be amended only by written instrument signed by the COUNTY and CONTRACTOR.

ARTICLE XV. Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

ARTICLE XVI. Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

ARTICLE XVII. All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Contract Documents. Written notice to the CONTRACTOR shall be addressed to CONTRACTOR's principal place of business unless CONTRACTOR designates another address in writing for service of notice. Notice to the COUNTY shall be addressed to the COUNTY as designated in the Notice to Contractors unless COUNTY designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) calendar days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

ARTICLE XVIII. Should a change be contemplated in the name or nature of the CONTRACTOR's legal entity, the CONTRACTOR shall first notify the COUNTY in order that proper steps may be taken to have the change reflected on the Contract and all related documents. No change of CONTRACTOR's name or nature will affect the COUNTY's rights under the Contract, including but not limited to the bonds.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the date set forth above.

COUNTY:

CONTRACTOR:

COUNTY OF YOLO

CONTRACTOR

By: _____
Marissa Juhler, Interim Director,
Integrate Waste Management
Yolo County Department of Community Services

By: _____
Name: _____
Title: _____

Licensed in accordance with an act providing for the registration of CA State Contractors,
License No. _____

CA Department of Industrial Relations Public Works Contractor Identification Number

Approved as to Form:
Philip Pogledich, County Counsel

By: _____
Kimberly Hood, Assistant County Counsel

EXHIBIT A

Insurance Requirements

1. INSURANCE

- a. During the term of this Contract, Contractor shall at all times maintain, at its expense, the following coverages and requirements:
- i. Minimum Scope of Insurance – Coverage shall be at least as broad as the latest version of the following:
 - 1. Commercial General Liability: Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Contract, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.
 - 2. Automobile Liability: Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.
 - 3. Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employers' Liability.
 - 4. Professional Liability (Errors and Omissions) (If applicable, see below)
 - ii. Minimum Limits (as applicable) - Insurance coverage shall be with limits not less than the following:
 - 1. Commercial General Liability – \$2,000,000/occurrence and \$4,000,000 annual aggregate or an aggregate of \$2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).
 - 2. Automobile Liability – \$1,000,000 per accident for bodily injury and property damage
 - 3. Professional Liability/Malpractice/Errors and Omissions –\$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, or other professional contractors, such as computer and software designers the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
 - 4. Workers' Compensation – Statutory Limits/Employers' Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

It shall be a requirement under this agreement 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.
 - iii. Other Insurance Provisions
 - 1. **Additional Insured Status** - The County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or in behalf of the Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional

insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]

2. **Primary Coverage** - 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.
 3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the County.
 4. **Waiver of Subrogation** – Contractor hereby grants to the County a waiver of any right to subrogation which any insurer of said Contractors may acquire against the County by virtue of the payment or any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- iv. 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 noncontributory 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.
 - v. Said policies shall remain in force through the life of this Contract and, with the exception of professional liability coverage, 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.
 - vi. 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.
 - vii. 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.
 - viii. 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.
 - ix. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Contract.
 - x. 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.

- b. Prior to commencing services pursuant to this Contract, Contractor shall furnish the County with original policies or 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.
- c. 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.
- d. 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 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 the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/and or 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 General Contractor/and or Contractor will provide proof of compliance to the County of Yolo. (Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).
- e. 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 project. 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.

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 _____, 2023, 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: _____

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 _____, 20__.

Contractor/Principal (SEAL)

By: _____
Contractor/'s Representative

Contractor/Principal's Address

City, State, Zip

Surety (SEAL)

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.

Notary 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 _____, 20____, before me, _____, Notary Public, 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 of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> Individual <input type="checkbox"/> Corporate Officer	Title or Type of Document
<input type="checkbox"/> Partner(s) <input type="checkbox"/> Limited <input type="checkbox"/> General <input type="checkbox"/> Attorney-In-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Guardian/Conservator <input type="checkbox"/> Other:	Number of Pages
Signer is representing: Name Of Person(s) Or Entity(ies)	Date of Document
_____	_____ Signer(s) Other Than Named Above

Notary 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 _____, 20____, before me, _____, Notary Public, 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 of Notary Public

OPTIONAL

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<input type="checkbox"/> Partner(s) <input type="checkbox"/> Limited <input type="checkbox"/> General <input type="checkbox"/> Attorney-In-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Guardian/Conservator <input type="checkbox"/> Other:	_____ Number of Pages
_____ Signer is representing: Name Of Person(s) Or Entity(ies)	_____ Date of Document
_____ _____	_____ Signer(s) Other Than Named Above

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 the Contract 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 said 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)

Notary 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 _____, 20____, before me, _____, Notary Public, 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 of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

 Title or Type of Document

- Partner(s)
 - Limited
 - General

 Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator

 Date of Document

Other:
 Signer is representing:
 Name Of Person(s) Or Entity(ies)

 Signer(s) Other Than Named Above

Notary Acknowledgment

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STATE OF CALIFORNIA
COUNTY OF _____

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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.

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