

**PLACER COUNTY**  
**REDEVELOPMENT AGENCY**

**MEMORANDUM**

**TO:** Honorable Members of the Redevelopment Agency Board  
**FROM:** Thomas M. Miller, Director  
James LoBue, Deputy Director  
**DATE:** April 12, 2011  
**SUBJECT:** Bidding Authorization for Contaminated Soil Excavation at 8784 North Lake Boulevard, Kings Beach

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**ACTION REQUESTED**

Adopt a resolution to approve specifications and authorize staff to solicit bids on Project Number 200168 to excavate contaminated soil on Redevelopment Agency-owned property located at 8784 North Lake Boulevard, Kings Beach.

**BACKGROUND**

The Placer County Redevelopment Agency (Agency) purchased 8784 North Lake Boulevard, Kings Beach on April 23, 2007. The property was historically developed as a Chevron gasoline service station. A single structure, several underground storage tanks, and a pump island with fuel dispensers were previously located on the site. Remediation at the property consisted of underground storage tank removal performed by Chevron in 1974 and removal of a waste oil underground storage tank and limited soil excavation by Environmental Control Associates in 2005. After purchase of the site, the Agency demolished the buildings and removed a sump.

Additional remediation efforts have been required by Lahontan Regional Water Quality Control Board (Lahontan) to address remaining contamination. A Corrective Action Plan (CAP) was prepared by Kleinfelder West, Inc. and submitted to Lahontan for approval. The CAP called for the removal of 1,500 cubic yards of contaminated soil on the property near the former fuel dispenser area. The CAP was approved by Lahontan on December 22, 2010. The Agency anticipates soil removal work to be completed in late Spring or early Summer 2011. In a separate item on this Board's Agenda, the Agency is seeking authority to increase Kleinfelder West, Inc.'s contract to provide oversight and soil sampling services for the soil excavation project.

**ENVIRONMENTAL STATUS**

The proposed action is an action taken in furtherance of the goals and policies of the North Lake Tahoe Redevelopment Plan for which an environmental impact report was prepared and certified in 1996 in compliance with the California Environmental Quality Act (CEQA) Guidelines. The proposed project is exempt from CEQA Guidelines pursuant to Section 15330(b)(5).

**FISCAL IMPACT**

The Agency's Fiscal Year 2010-2011 North Lake Tahoe Redevelopment Project Area budget has sufficient funds available to cover the estimated cost of the proposed action. There is no impact to the County General Fund. The estimate for the soil removal contract is \$144,250.00.

Attachment    Resolution  
                    Bid Specifications

Bid Specifications For  
Review Only at the Clerk  
of the Board

**Before the Placer County  
Redevelopment Agency Board of Directors  
State of California**

**In the matter of:**

**Approving specifications and authorizing staff to solicit bids on Project Number 200168 to excavate contaminated soil on Redevelopment Agency-owned property located at 8784 North Lake Boulevard, Kings Beach**

**Resol. No:.....**

**Ord. No:.....**

**First Reading: .....**

**The following Resolution was duly passed by the Redevelopment Agency Board of the County of Placer at a regular meeting held\_\_\_\_\_,**

**by the following vote on roll call:**

**Ayes:**

**Noes:**

**Absent:**

**Signed and approved by me after its passage.**

**Attest:  
Clerk of said Board**

\_\_\_\_\_  
**Chair, Agency Board**

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WHEREAS, the Redevelopment Agency of Placer County (Agency) has adopted the Redevelopment Plan for the North Lake Tahoe Redevelopment Project Area (Project Area) and the Implementation Plan for the Project Area (collectively, the Project Area and Plans);

WHEREAS, the Agency is vested with responsibility pursuant to the Community Redevelopment Law (Part I of Division 24 of the Health and Safety Code of the State of California) to implement the Plan in the Project Area;

WHEREAS, the Agency proposes to undertake site remediation activities within the Project Area and has prepared bid specifications to conduct soil removal activities in furtherance of the Corrective Action Plan approved by the Lahontan Regional Water Quality Control Board on December 22, 2010;

WHEREAS, the Agency adopted the County of Placer's Procurement Procedures in 1991, resolution no. 91-329;

WHEREAS, the proposed action is taken in furtherance of the goals and policies of the Plan for which an environmental impact report was prepared and certified in compliance with California Environmental Quality Act (CEQA) Guidelines in 1996. The proposed project is exempt pursuant to CEQA Guidelines Section 15330 (b)(5); and

WHEREAS, the Agency has sufficient available funds within the current Project Area budget to cover the estimated cost of the contract.

NOW, THEREFORE, BE IT RESOLVED by the Agency Board of Directors that the specifications to excavate contaminated soil at 8784 North Lake Boulevard, Kings Beach are approved and staff is authorized to solicit bids for the project.

BE IT FURTHER RESOLVED that this Resolution shall take immediate effect from and after its passage and approval.

# **Project Manual**

**Including specifications for**

**SOIL EXCAVATION AND OFFSITE DISPOSAL  
FOR 8784 NORTH LAKE BOULEVARD, KINGS  
BEACH, CALIFORNIA 96143**



**PLACER COUNTY BID NUMBER:200168**

**BID RELEASE DATE: APRIL 18, 2011**

**JOB WALK: APRIL 26, 2011 AT 10 AM PACIFIC  
TIME**

**BID OPENING: - THURSDAY, MAY 12, 2011 AT  
3:30 PM PACIFIC TIME**

**County of Placer County  
Procurement Services Division  
2964 Richardson Drive  
Auburn, CA 95603**

**NOTICE IS HEREBY GIVEN** that bids are being solicited by the County of Placer on behalf of the Placer County Redevelopment Agency (“the County”) to furnish all labor, materials, equipment, tools, transportation, insurance, license, required permits, tax, and services necessary for the **SOIL EXCAVATION AND OFFSITE DISPOSAL AT 8784 NORTH LAKE BOULEVARD, KINGS BEACH, CA 96143, PROJECT #200168.**

The Work consists generally of the following: excavation of impacted soil, loading onto trucks, and transportation to an approved offsite facility for disposal. Soil Samples are to be collected from the open excavation to confirm the degree of soil contamination remaining at the site by an Agency consultant and the collection of soil samples is not part of this scope of work. The remaining excavation pit is to be backfilled with clean, impacted soil. Contractor shall have fifteen (15) working days to complete the work.

The County has estimated the cost of the Work to be **One Hundred Forty-Four Thousand Two Hundred Fifty and no/100 dollars (\$144,250.00).**

The County of Placer will receive sealed bids in the Office of Procurement Services, 2964 Richardson Drive, Auburn, CA 95603, until **3:30 p.m. Pacific Time, Thursday, May 12, 2011.** Official copies of the Contract Documents for bidding may only be obtained from the Office of Procurement Services, 2964 Richardson Drive, Auburn, CA 95603, (530) 889-7776, upon payment of Twenty Dollars (\$20.00), with an additional Five Dollars (\$5.00) if the Documents are to be mailed. Bid documents may be purchased in person at Procurement Services, or can be ordered online at [www.placer.ca.gov/admin/procurement/openconstructionbids.aspx](http://www.placer.ca.gov/admin/procurement/openconstructionbids.aspx). The payment is non-refundable.

A non-mandatory pre-bid job walk for information purposes will be held on **Tuesday, April 26, 2011, at 10:00 a.m., at 8784 North Lake Boulevard, Kings Beach, CA 96143.**

The Work is subject to the payment of prevailing wages under Labor Code section 1770 et seq. Copies of the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification or type of worker needed to perform the Work are available for viewing at Placer County Procurement Services Division, 2964 Richardson Drive, DeWitt Center, Auburn, CA 95603, or visit the Department of Industrial Relations’ home page at [www.dir.ca.gov](http://www.dir.ca.gov).

Pursuant to Public Contract Code section 22300, the successful bidder may substitute securities for any monies withheld by the County to insure performance of the Work. Protests to the award of the Contract are subject to provisions of Section 10.0 of the Placer County Purchasing Manual, which is available upon request.

All bids shall be sealed and accompanied by cash, cashier's check, certified check or bid bond made payable to Placer County Redevelopment Agency in the sum of not less than ten percent (10%) of the bid amount.

For a Contract amount exceeding \$25,000.00, the successful bidder shall furnish a payment bond and a faithful performance bond each in an amount equal to one hundred percent (100%) of the Contract price on the forms set forth in the Contract documents.

The successful bidder shall possess and maintain a valid California Class A General Engineering license, with a Hazardous Substance Removal Certification, minimum.

Questions regarding the Work or the Bid Documents should be directed to: **Michele Kingsbury, Senior Redevelopment Specialist, at (530) 745-3157.**

**SOIL EXCAVATION AND OFFSITE DISPOSAL  
8784 NORTH LAKE BOULEVARD, KINGS BEACH, CA 96143**

**PLACER COUNTY BID NUMBER: 200168**

**TABLE OF CONTENTS**

Notice to Contractors	Attachment A
Instructions to Bidders	Attachment B
Bid Proposal Form	Attachment C
Bid Bond	Attachment D
Specifications	Attachment E
Property Map	Attachment F
Sample Contract	Attachment G
Sample Performance Bond Form	Attachment H
Sample Labor and Materials Bond Form	Attachment I
Map of approximate excavation area	Attachment J



## INSTRUCTIONS TO BIDDERS

These instructions are intended to assist the bidder with the preparation of a bid for the Work, but the bidder shall remain solely responsible for the submission of a fully responsive bid.

### 1.0 GENERAL

- 1.1 Each bidder shall inform itself of, and the bidder awarded the Contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the Work. This requirement includes, but is not limited to, applicable regulations concerning employment of labor, protection of public and employee safety and health, permits, fees and similar subjects.
- 1.2 The bidder shall examine carefully the Bid Documents. The submission of a proposal shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed, the materials to be furnished, and as to the requirements of the Bid Documents.

### 2.0 PRE-BID JOB WALK

A non-mandatory pre-bid job walk is scheduled for **April 26, 2011 at 10:00 a.m.** Meet at the property located at 8784 North Lake Boulevard in Kings Beach, California 96143. Bidders are highly encouraged to inspect the existing site conditions prior to submitting a bid. Each bidder is solely responsible for a prudent and complete personal inspection, examination, and assessment of work site conditions and / or any other existing condition, factor, or item that may affect or impact on the performance of the work described by the requirements of this solicitation.

### 3.0 REQUIRED DOCUMENTS

All bidders shall submit the following fully executed documents: Bid Proposal Form, including its statements and affidavits, Subcontractor List, addenda (when required by the County), and bid security. Failure to include any of the foregoing documents may render a bid non-responsive and may be cause for rejection of the bid.

### 4.0 SUBMISSION OF BIDS

Bids shall be submitted to the Procurement Services Division, 2964 Richardson Drive, Auburn, California, 95603, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday (excluding County Holidays ), no later than the bid opening date and time stated on the cover of this bid solicitation. Bids shall be submitted in sealed envelopes, which clearly identify the bid number, project title, and closing date and time. Bids shall be submitted only on the forms attached hereto or copies thereof. Blank spaces in the bid shall be properly completed. The language and form of the bid must not be changed and

no additions shall be made to the items mentioned therein. The County shall not be responsible for bids delivered to a person / location other than that specified herein. Bids shall be in ink or typewritten and all changes and / or erasures shall be initialed and dated in ink. Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder, without obliterating the original text or images contained herein. However, unauthorized exceptions may render the bid non-responsive. Bids shall include all addenda, when required by the County, or acknowledge the addenda issued during the bidding period by the bidder's signature in Section 2.0 of the Bid Proposal Form. Failure to acknowledge an addendum may result in the bid being rejected as non-responsive.

**WARNING: Late or unsigned bids shall not be accepted under any circumstances. Facsimile, telegraphic or telephone bids shall not be accepted.**

#### 5.0 WITHDRAWAL OF BID

A bid may be withdrawn without prejudice by written notice, signed by the person who signed the bid or his/her designated representative, received in the Procurement Services Division prior to the date and time set for the submittal deadline. Oral, facsimile, e-mail or telegraphic withdrawals shall not be permitted. Bids so withdrawn will be returned to bidders unopened. No bid may be withdrawn after the hour affixed for opening bids.

#### 6.0 DISCREPANCIES

In the event of a discrepancy between words and figures on a bid item, words shall prevail.

#### 7.0 REJECTION OF BIDS

The County reserves the right to accept or reject any and all bids and to waive any minor or immaterial irregularity or informality in any bid received whenever such rejection or waiver is in the best interest of the County. The County also reserves the right to reject the bid of a bidder who has previously failed to perform to the satisfaction of the County.

#### 8.0 LICENSE REQUIREMENT

See Section 4.0 of the Bid Proposal Form.

#### 9.0 INSURANCE REQUIREMENTS

The successful bidder shall furnish evidence of insurance to Placer County Procurement Services demonstrating proof of coverage in the amounts as specified in the Insurance Requirements of the attached Sample Contract (Attachment G) within ten (10) calendar days following receipt of a written Notice of Intent to Award. Failure to comply may result in disqualification of your bid. All costs of complying with the insurance requirements shall be included in your bid pricing.

## 10.0 PREVAILING WAGES

The Work described herein is subject to the payment of not less than prevailing wages under Labor Code Section 1770 et seq. Bidders are hereby notified that the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification or type of worker needed to perform the Work under the contract which will be awarded to the successful bidder. Copies of the Prevailing Wage Rates, as issued by the State of California Department of Industrial Relations (D.I.R.), are available for viewing at the Office of Procurement Services, located at 2964 Richardson Drive, Finance Administration Building, Dewitt Center, Auburn, CA 95603. For questions or clarifications of statutes applicable to the payment of Prevailing Wages, contact the Department of Industrial Relations Prevailing Wage Unit by phone (415) 703-4774, or visit D.I.R.'s home page at [www.dir.ca.gov](http://www.dir.ca.gov).

## 11.0 BID SECURITY

All bids shall be sealed and accompanied by cash, cashier's check, certified check or Bid Bond made payable to the Placer County Redevelopment Agency in the sum of not less than ten percent (10%) of the bid amount. (See Attachment D.)

## 12.0 PERFORMANCE AND PAYMENT BONDS

For a contract in excess of \$25,000, the successful bidder shall furnish a labor and materials bond and a faithful performance bond, executed by an admitted surety insurer on the forms set forth in this bid solicitation (Attachments H and I) made payable to the Placer County Redevelopment Agency each in an amount equal to one hundred percent (100%) of the contract award amount.

## 13.0 LIST OF SUBCONTRACTORS

Pursuant to the provisions of Sections 4100 and 4108, inclusive of the Government Code of the State of California, every bidder shall, in his / her bid, set forth:

- 13.1 The name and location of the place of business of 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 (1/2) of one (1) percent of the bidder's total quote.
- 13.2 That portion of the work that will be done by each such subcontractor. If the bidder fails to specify a subcontractor for any portion of the work to be performed under the Contract in excess of one-half (1/2) of one (1) percent of the bidder's total quote, he agrees to perform that portion himself. The successful bidder shall not, without the consent of the Agency, either:
  - (a) Substitute any person as subcontractor in place of any subcontractor designated in the original quote.

- (b) Permit any subcontractor to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor(s) listed in the quote.
- (c) Sublet or subcontract any portion of the work in excess of one-half (1/2) of one (1) percent of the total quote as to which his original quote did not designate a subcontractor, or sub-contractor.

#### 14.0 SUBSTITUTION OF SECURITIES FOR MONIES WITHHELD

Bidders are hereby put on notice that the successful bidder may substitute securities for any monies withheld by Agency to insure performance of the Contract pursuant to Public Contracts Section 22300. This section provides that the Contractor may elect to receive 100 percent of payments due under the contract from time to time, without retention from any portion of the payment by the Owner, by depositing eligible securities of equivalent value with the Owner or qualified escrow agent in accordance with the provisions of Public Contract Code Section 22300 (e).

#### 15.0 RELIEF OF BIDDERS

Attention is directed to Public Contract Code sections 5100-5107 concerning relief of bidders, which, in part, requires that if the bidder claims a mistake was made in his / her bid, the bidder shall provide the County with written notice of the alleged mistake within five (5) days after the bid due date.

#### 16.0 PROTESTS

Bidders are hereby informed that protests as to the award of the Contract are subject to the provisions of Section 10.0 of the Placer County Purchasing Policy Manual, which shall be made available upon request.

#### 17.0 BASIS OF AWARD / AWARD OF CONTRACT

A Contract, if it is awarded, will be awarded to the lowest responsible, responsive bidder whose bid complies with the requirements set forth herein. The basis of award shall be the lowest Total Sum of the Base Bid.

The successful bidder shall be required to execute and return the resulting Contract with evidence of insurance and bonds (if required) to the Agency within ten (10) calendar days following receipt of a Notice of Intent to Award. The Agency will promptly determine whether such evidence of insurance and bonds are in compliance with the Bid Documents, and upon such determination will forward a copy of the Contract to the successful bidder. In the event of failure of the lowest responsible bidder to sign and return the Contract with acceptable insurance and bonds as prescribed herein, the Agency may, at its discretion, choose to re-bid the Contract or to award the Contract to the next lowest responsible bidder, until the Contract is re-bid or awarded.

## 18.0 ANTITRUST CLAIM ASSIGNMENT

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

## 19.0 INTERPRETATION OF BID DOCUMENTS

**The County makes no assurances that questions received within five (5) calendar days of the bid opening date will be answered.** Questions regarding the work being requested or the contents of this Project Manual should be faxed or e-mailed to:

Placer County Redevelopment Agency  
Attention: Michele Kingsbury, Senior Redevelopment Specialist  
FAX: (530) 745-3157  
Email: [mkingsbu@placer.ca.gov](mailto:mkingsbu@placer.ca.gov)

BID PROPOSAL FORM

Proposal to the County of Placer, State of California, for the:

**Soil Excavation and Offsite Disposal  
8784 North Lake Boulevard, Kings Beach, CA 96143  
Placer County Bid Number: 200168**

1.0 PRICING

Pursuant to the Notice to Contractors, Instructions to Bidders, Plans, Specifications, and all Contract Documents together with all Addenda issued by the County prior to the opening of the Bids, and having reviewed the Contract Documents and the site of the work, the undersigned hereby proposes to furnish all labor, tools, equipment, materials, services, transportation, insurance, license and other means of construction necessary for the completion of the 8784 North Lake Boulevard, Kings Beach, California 96143, Soil Excavation and Offsite Disposal, Placer County Bid No. 200168, for the total sum of:

Base Bid Scope of Work Fee Proposal:

Base Bid for excavation and proper offsite disposal as per Instruction to Bidders, Plans and Specifications.

\_\_\_\_\_ Dollars

\$ \_\_\_\_\_

Unit Pricing:

The following unit prices have been requested in the event that a contract adjustment is warranted during excavation activities.

**Excavation per cubic yard.** This price shall include all costs associated with excavation of additional soil, trucking and disposal to approved landfill pursuant to the requirements noted within the Specifications.

\_\_\_\_\_ Dollars

\$ \_\_\_\_\_ per cubic yard

**Backfilling per cubic yard.** This price shall include all costs associated with additional backfilling of the site, materials, and site restoration requirements as noted within the Specifications.

\_\_\_\_\_ Dollars

\$ \_\_\_\_\_ per cubic yard

**The contractor must submit the Base Bid and Unit Pricing.**

2.0 ADDENDA

The undersigned hereby acknowledges receipt of, and is familiar with, the content of the following addenda, and the undersigned warrants that all costs therefore are included in this Proposal:

<b>Addendum No.</b>	<b>Date Acknowledged</b>	<b>Signature</b>

3.0 SIGNATURE

NAME OF CONTRACTOR:

BY (SIGNATURE):

NAME (PRINT):

TITLE:

BUSINESS P.O. BOX:

CITY/STATE/ZIP:

BUSINESS STREET ADDRESS:

(must be included even if P.O. Box is used)

CITY / STATE/ ZIP:

TELEPHONE NUMBER:

( )

FAX NUMBER:

( )

FEDERAL I.D. TAX NUMBER:

NOTE TO BIDDERS: No bid shall be valid unless signed. If the bidder is an individual, the bid shall be signed by the individual. If the bidder is a partnership, the name of the partnership shall be given and the bid shall be signed by one of the partners duly authorized to execute bids on behalf of the partnership. If the bidder is a corporation, the name of the corporation shall be given and the bid shall be signed on behalf of the corporation by two corporate officers, or one of its officers or employees duly authorized to execute bids on behalf of the corporation. Proof of authorization shall be provided upon request.

4.0 LICENSE REQUIREMENT

The successful bidder shall possess and maintain a valid State of California Class A – General Engineering license, with a Hazardous Substance Removal Certification, minimum. The following representations are made under penalty of perjury:

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 License Number

Class

Expiration Date





**7.0 NONCOLLUSION AFFIDAVIT**

**(This noncollusion affidavit shall be executed by the bidder in accordance with Section 7106 of the Public Contract Code)**

State of California, County of Placer

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly, or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associated, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare the above to be true under the penalty of perjury.

Name of Company: \_\_\_\_\_

Print Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**8.0 CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT**

(This certification shall be executed by the Bidder in accordance with Section 60-1.6 of the Regulations of the President’s Committee on Equal Employment Opportunity for implementing Executive Orders 10925 and 11114.)

The Bidder represents that he has \_\_\_\_ has not \_\_\_\_\_ participated in a previous contract or subcontract subject to either the equal opportunity clause herein or the clause contained in Section 301 of Executive Order 10925; that he (has\_\_\_\_, has not\_\_\_\_\_) filed all required compliance reports; and that the representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
PRINT NAME OF BIDDER

\_\_\_\_\_  
(Signature of Bidder)

Dated: \_\_\_\_\_

**(NOTE: Check has or has not above, whichever applies.)**

The contractors will comply with all Federal statutes relating to non-discrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Subsections 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (29 U.S.C. Subsections 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) Subsections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended relating to the confidentiality of alcohol and drug abuse patient records; (h) Title VII of the Civil Rights Act of 1968 (42 U.S.C. Sec. 3601 et seq.), as amended, relating to the sale, rental or financing of housing; (i) Subtitle A, Title II of the Americans with Disabilities Act of 1990, which prohibits discrimination against disabled persons; and (j) Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39 and any other non-discrimination provisions in the specific statute(s) under which application for Federal Assistance is being made.



BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, the undersigned Contractor and Surety, are held and firmly bound unto the Placer County Redevelopment Agency in the sum of ten percent (10%) of the total amount of the bid of the Contractor, submitted by said Contractor to the Placer County Redevelopment Agency 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 and administrators, successors or assigns, jointly and severally, firmly by these presents. In no event shall the liability of the Surety hereunder exceed the sum of \_\_\_\_\_ Dollars

(\$\_\_\_\_\_). The condition of this obligation is such that the above Contractor has submitted the above-mentioned bid to the County of Placer for certain work specifically described as:

**Soil Excavation and Offsite Disposal  
8784 North Lake Boulevard, Kings Beach, CA 96143  
Placer County Bid Number: 200168**

NOW, THEREFORE, if said Contractor is awarded the above-mentioned contract, and within the time and manner required by the contract documents, enters into a written contract in accordance with the bid, and files the required bonds and insurance certificate, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

In witness whereof, We have hereunto set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

CONTRACTOR:

\_\_\_\_\_

BY: \_\_\_\_\_

Title: \_\_\_\_\_

SURETY:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Surety for Service of Notice and / or Process:

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Note: Signatures of Contractor and Surety must be notarized, and signature for Surety must be accompanied by a duly authorized power of attorney if executing as attorney-in-fact for Surety.

APPROVED AS TO FORM BY PLACER COUNTY COUNSEL

## SPECIFICATIONS

### 1.0 OVERVIEW

Contractor shall furnish all labor, tools, equipment, materials, services, transportation, insurance, license, required permits, tax, and other means of construction necessary to perform soil excavation, disposal, and backfill of clean imported soil on Redevelopment Agency (hereinafter "Agency") property in accordance with the Specifications and Location Map contained herein.

All costs for complying with the Specifications described herein shall be included in the total bid price and no additional charges shall be allowed therefore.

### 2.0 GENERAL INFORMATION

The Agency property is located at 8784 North Lake Boulevard, Kings Beach, California 96143. See map of property (Attachment F). The site was a former Chevron Service Station. A single structure, several underground storage tanks (USTs), and a pump island with fuel dispensers were previously located on the site. Remediation at the site consisted of UST removal by Chevron in 1974 and removal of a waste oil UST and limited soil excavation by Environmental Control Associates in 2005. The site is currently undeveloped and enclosed by a permanent fence. Asphalt and gravel cover portions of the site.

Please refer to Section 7.0 of the Specifications for the requirements for the delineation of utilities.

Once notified in writing of the intent to award, Contractor shall expedite execution of the contract and obtaining the required certificate of insurance and bonds. The Agency's target installation start date for the soil excavation and disposal is June 15, 2011 (this date is subject to change).

### 3.0 SPECIFICATIONS

The lateral extent of contamination in the waste oil UST area is unknown but will be verified prior to excavation by having the Contractor excavate one test pit under the direction of the Agency along the north, south, east, and west sides of the former excavated area to depths of up to 12 feet below grade surface (bgs) (for a total of four test pits) to delineate the lateral extent of contamination.

Contractor will also excavate six additional test pits under the direction of the Agency to a maximum depth of 12 feet to characterize the soil from the areas to be excavated.

The Agency shall contract separately for soil samples at the bottom and sidewalls of the test pits. The Contractor shall work with Agency staff or Agency designated consultants to grab test samples.

Following approval of soil disposal, soil excavation will commence in Areas 1, 2, and 3 with an estimated total volume of 1,500 cubic yards. (see Attachment J for a map of the approximate soil excavation areas).

Contractor shall load all materials directly onto trucks. No stockpiling of materials will be allowed. Contractor shall dispose of soil at Lockwood Landfill in Storey County, Nevada.

Agency consultants will collect soil samples at the base and sidewalls of each excavation and headspace analysis of the soils will be performed using a Photo-ionization Detector (PID) to determine petroleum hydrocarbon. Excavation of soil will continue until PID readings are at background levels and no evidence of contamination is observed or groundwater is encountered. The Contractor shall make accommodations for Agency consultant to perform soil testing during the excavation process.

Additional soil excavation in excess of the 1,500 cubic yards may be required and will be assessed based on laboratory testing results.

**Backfilling and site restoration:**

Following approval by the Agency consultant, the Contractor shall backfill excavated areas using imported fill materials meeting the gradation and plasticity requirements listed below for “structural fill.” The imported structural fill will be compacted to a minimum compaction of 90% of the maximum dry density as determined by ASTM D1557. The moisture content of compacted structural fill soils will be within 2% of optimum moisture. Fill placement and compaction requirements presented below shall be followed:

**Structural Fill:**

*Materials*

Fill material shall consist of suitable imported fill. All materials used for structural fill shall be reasonably free of organic material, have a liquid limit less than 35, a plasticity index less than 12, 100% passing the six-inch sieve, at least 70% passing the ¾ inch sieve, 15% to 65% passing the No. 40 sieve and 5% to 20% passing the No. 200 sieve.

*Placement*

All fill materials shall be placed in layers of eight inches or less in loose thickness and informally moisture conditioned. The lift shall then be compacted with a sheepsfoot roller or other approved compaction equipment to achieve relative compaction in areas under structures, utilities, roadways, parking areas, and to 90% in undeveloped areas. No fill material shall be placed, spread, or rolled while it is frozen or thawing, or during unfavorable weather conditions.

### *Compaction Equipment*

The Contractor shall provide and use sufficient equipment of a type and weight suitable for the conditions encountered in the field. The equipment shall be capable of obtaining the required compaction in all areas, including those that are inaccessible to ordinary rolling equipment.

### *Testing*

Field density tests of the backfill material shall be performed by the Agency consultant to assure a minimum compaction of 90% of the maximum dry density as determined by ASTM D1557.

### *Re-compaction*

When, in the judgment of the Agency Consultant, sufficient compaction effort has not been used, or when the field density tests indicated that the required compaction or moisture content has not been obtained, or if “pumping” or other indications of instability are noted, the Contractor shall rework the fill and re-compact as needed to obtain a stable fill at the required density and moisture content prior to placing additional fill materials.

### *Site Restoration*

After completion of backfilling, Contractor shall cover excavated areas with pine needle mulch for erosion protection.

## 4.0 ACCEPTANCE OF WORK

Completion of all Work performed under the Contract shall be subject to final acceptance by the Agency Project Manger. Contractor shall promptly correct all Work rejected by the Agency Project Manager as faulty, defective, or failing to conform to the Contract, whether observed before or after substantial completion of the Work, and whether or not inspected, tested, repaired, fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected Work.

## 5.0 WARRANTY

The Contractor shall warranty all work for one (1) year from date of final acceptance of completed work.

## 6.0 WORK HOURS

Work Hours shall be 8:00 am to 5:00 pm, Monday through Friday.

## 7.0 UNDERGROUND SERVICE ALERT AND UTILITIES

Underground utilities, including water, electricity, natural gas and other utilities, have been shut off to the site by the Agency. The Contractor will be responsible for finding water sources to provide water for dust control purposes and making payment to any entities such as the North Tahoe Public Utility District for the use of water sources such as fire hydrants.

The Contractor shall be responsible for contacting Underground Service Alert (USA) a minimum of forty – eight (48) hours in advance of work to locate all utilities. The Contractor shall contact Caltrans directly for work located within their right-of-way.

## 8.0 PERMITS

The Agency will be responsible for notifying the regulatory agencies, including the California Environmental Protection Agency, Lahontan Regional Water Quality Control Board, the Placer County Department of Health and Human Services, Environmental Health Services Division, Tahoe Regional Planning Agency (TRPA), and the Placer County Air Pollution Control District, as appropriate, for the proposed work.

All other notifications and permits required for the above described Specifications will be the responsibility of the Contractor including any permits required by Placer County Department of Public Works or Caltrans.

## 9.0 SITE WORK

The Contractor shall implement Best Management Practices (BMP) to minimize disturbance. The Contractor shall leave the site in a neat and orderly manner at the end of each work day and restore the site to an appearance acceptable to the Agency at the conclusion of the Work. The Contractor shall provide for and maintain erosion control per Tahoe Regional Planning Agency (TRPA) regulations during site work. Dust Control measures shall be in compliance with all applicable regulatory agencies.

The Contractor shall provide appropriate pedestrian and traffic control during ingress and egress at the Site. The Contractor shall contact the Placer County Department of Public Works and California Department of Transportation (CalTrans) to garner their approval of its traffic control plan prior to the commencement of any work. The contractor shall provide the Agency evidence of approval of its traffic control plan from the Placer County Department of Public Works and Caltrans prior to the commencement of any work on the site.

Groundwater monitoring wells are present on the site. Contractor shall protect the wells from damage during site work.

## **10.0 SURFACE MINING AND RECLAMATION ACT**

Attention is directed to the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations.

All aggregate materials from mining operations furnished for this project shall originate from permitted sites in compliance with the Surface Mining and Reclamation Act of 1975.

### Property Map



**Kings Beach Eastern Gateway  
Ronning Purchase**



ATTACHMENT A

SAMPLE CONTRACT AND INSURANCE REQUIREMENTS

Contract No. \_\_\_\_\_

**Soil Excavation and Offsite Disposal  
8784 North Lake Boulevard, Kings Beach, CA 96143  
Placer County Bid Number: 200168**

THIS CONTRACT (hereinafter “Contract”) is made on the date set forth below, by and between the Placer County Redevelopment Agency (hereinafter “Agency”) and -----  
----- (hereinafter “Contractor”).

The parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **CONTRACT Documents:** the complete Contract consists of the following documents:
  - Notice to Contractors
  - Instructions to Bidders
  - Accepted Bid Proposal
  - Contract
  - Addenda
  - Plans and Specifications
  - Scope of Work
  - Approved Change Orders

Any and all obligations of the Agency and the Contractor are fully set for and described therein. All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all said documents. The documents comprising the complete Contract are hereinafter collectively referred to as the Contract Documents.

**The Work:** The Contractor agrees to furnish all labor, tools, equipment, materials, transportation, license, required permits, tax, and other means of construction necessary to perform and complete in a good and workmanlike manner, that certain work entitled **Soil Excavation and Offsite Disposal, 8784 North Lake Boulevard, Kings Beach, CA 96143**

**Placer County Bid Number :200168**, as called for, and in the manner designated in, and in strict conformity with the Contract Documents. It is understood and agreed that the work shall be performed and completed under the sole direction and control of the Contractor, and subject to inspection and approval of the Agency, or its representatives.

2. **Contract Price:** The Agency agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the total amount of -----

----- (\$-----) which shall be paid according to the provisions of the Contract subject to additions and deductions as provided for in the Contract Documents.

3. **Time for Performance:** The Commencement date of the Contract for determination of the time for completion shall be set forth in the Notice to Proceed issued by the Agency, but shall not be less than then (10) days after the execution of the Contract by the Agency. The Contractor shall complete all work required by the Contract within the earlier of either fifteen (15) days after said commencement date or -----, as adjusted and provided for in the Contract Documents. In the event that the Contractor does not complete all work required by the Contract within the time specified above, liquidated damages may be imposed upon the Contractor. After considering such a breach and all aspects of the Work including, but not limited to, the type of installations, the current and future uses of facilities and premises, the disarrangement of the premises and facilities thereof during the work, and the additional cost and difficulty of using the disarranged facilities during the work, the parties agree that reasonable daily damage for such breach will be \$250.00 per calendar day, and the payment of the same, is payment of liquidated damages and not a penalty. It is understood that this agreement for liquidated damages is entered into because the amount is manifestly reasonable under the circumstances existing at the time of this Contract, and it would be extremely difficult or impossible to determine with any degree of accuracy the actual damages in case of any such breach. In the case of such breach, it is agreed that the Agency may deduct the amount thereof from any money due or to become due said Contractor under this Contract.
  
4. **Substitution of Securities for Monies Withheld:** Upon the Contractor's request pursuant to Public Contract Code Section 22300, the Agency will make payment of funds withheld from progress payments to ensure performance of the contract of the Contractor deposits in escrow with the Owner, or with a state or federally chartered bank in California acceptable to the Owner as the escrow agent, securities equivalent to the amount withheld. The Contractor shall be beneficial owner of any securities substituted from monies withheld and shall receive any interest thereon. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor.

Alternatively, upon the Contractor's request, the Agency will make payment of retentions earned directly to the escrow agent. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the terms provided for securities deposited by the Contractor. Upon satisfactory completion of the Contract, the Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent, pursuant to the terms in Public Contract Code Section 22300. The Contractor shall pay to each subcontractor, not later than 20 days of receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to insure the performance of the Contractor.

Securities eligible for investment shall include those listed in Government Code Section 16430, bank or savings certificates of deposit, interest-bearing demand deposits, standby letters of credit, or any other security mutually agreed to by the Contractor and the Agency.

The escrow agreement used pursuant to this section shall be substantially similar to the “Escrow Agreement for Security Deposits in Lieu of Retention” set forth in Public Contract Code Section 22300 (e), deemed incorporated herein by reference. The Agency reserves the right to require the Contractor to obtain the written consent of the surety to any such agreement.

5. **Worker’s Compensation Certification:** By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of this Contract.
6. **Insurance Requirements:** CONTRACTOR shall file with AGENCY concurrently herewith a Certificate of Insurance, in companies acceptable to AGENCY, with a Best’s Rating of no less than A-:VII showing.

#### **6.1. Worker’s Compensation and Employers Liability Insurance**

Worker’s Compensation Insurance shall be provided as required by any applicable law or regulation. Employer’s liability insurance shall be provided in amount not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONTRACTORS employees under the U.S. Longshoreman’s and Harbor Worker’s Compensation Act, the Jones Act, or under laws, regulations, or statues applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker’s Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - “This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the Placer County Redevelopment Agency.”

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the Agency upon demand.

**6.2. General Liability Insurance:**

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Products and completed operations;
- (2) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement;
- (3) Broad form property damage (including completed operations);  
and

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

- (1) The limits of liability shall not be less than:
  - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
    - One million dollars (\$1,000,000) for Products-Completed Operations
    - Two million dollars (\$2,000,000) General Aggregate

- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of AGENCY, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
  - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
  - One million dollars (\$1,000,000) aggregate for Products Completed Operations
  - Two million dollars (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

**6.3. Endorsements:**

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. “The Placer County Redevelopment Agency, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.”
- B. “The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the Placer County Redevelopment Agency with respect to any insurance or self-insurance programs maintained by the Placer County Redevelopment Agency and no insurance held or owned by the Placer County Redevelopment Agency shall be called upon to contribute to a loss.”
- C. “This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the Placer County Redevelopment Agency.”

#### **6.4. Automobile Liability Insurance:**

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles should include owned, non-owned, and hired automobiles / trucks.

#### **6.5 Pollution Liability**

Contractor shall purchase and thereafter maintain, so long as such insurance is available on a commercially reasonable basis, Pollution Liability insurance in the amount no less than one million dollars (\$1,000,000) covering liability arising from the sudden and accidental release of pollution on the site.

7. **Hold Harmless and Indemnification Agreement:** The CONTRACTOR shall save, keep, hold harmless, defend, and indemnify PLACER COUNTY REDEVELOPMENT AGENCY and PLACER COUNTY from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of the CONTRACTOR, any of the CONTRACTOR'S employees, or any subcontractors.

The CONTRACTOR shall be responsible for any liability imposed by law and for death, injury, or damage to property of any person including, but not limited to, workmen, subcontractors, and the public, resulting from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

If any judgment is rendered against PLACER COUNTY REDEVELOPMENT AGENCY and PLACER COUNTY for any injury, death, or damage caused by CONTRACTOR as a result of work performed or completed, pursuant to this agreement, CONTRACTOR shall, at its own expense, satisfy and discharge any judgment.

As used above, the term PLACER COUNTY REDEVELOPMENT AGENCY means PLACER COUNTY REDEVELOPMENT AGENCY, its officers, agents, employees, and volunteers. PLACER COUNTY means PLACER COUNTY, its officers, agents, employees, and volunteers.

8. **Prevailing Wages:** Contractor acknowledges that it has examined the prevailing rate of per diem wages as established by the California Director of Industrial Relations. The Contractor agrees to pay workers not less than the applicable prevailing rate of per diem wages established in accordance with Labor Code section 1770 et seq. Contractor agrees specifically to comply with the provisions of Labor Code section 1777.5 pertaining to apprentices.

10. **Examination and Audit:** Contractor shall maintain at all times complete records with regard to services performed under this agreement and Agency shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to the Contractor until Agency is satisfied that the services of such value have been rendered pursuant to this agreement. All records shall be retained by the Contractor for a period of at least three (3) years after the date of final payment to the Contractor.
11. **Antitrust Claim Assignment:** In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this Contract, the Contractor and all subcontractors shall offer and agree to assign to the Agency all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) or Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works Contract or Subcontract. This assignment shall be made and become effective at the time the Agency tenders final payment to the Contractor, without further acknowledgement by the parties.
12. **Severability:** Nothing contained in the Contract shall be construed so as to require the commission of any act contrary to law. Should a conflict arise between any provisions contained herein and any present or future state, law, ordinance, or regulation contrary to which the parties have no legal right to contract or act, the latter shall be curtailed and limited but only to the extent necessary to bring it within the requirements of the law. If such curtailment or limitation is not possible, the affected provision shall be of no force and effect. Except as aforesaid, such illegality shall not affect the validity of this Contract.
13. **Complete Agreement:** This Contract supersedes any and all agreements, either oral or in writing, between the Parties with respect to the subject matter herein. Each party to this Contract acknowledges that no representation by any party, which is not embodied herein or any other agreement, statement, or promise not contained in this Contract shall be valid and binding.

**14. Interpretation:**

- (a) The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and / or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of the Contract.
- (b) In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to

the provisions herein and no presumption shall arise concerning the draftsmanship of such provision.

15. **Governing Law:** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and Contractor hereby expressly waives those provisions in California Code of Civil Procedure
16. **Invoices:** All invoices shall be sent to Placer County Redevelopment Agency, Attention Pam Winters, P.O. Box 7096, Auburn, CA 95604-7096.

**IN WITNESS WHEREOF**, this Contract has been duly executed by the parties herein above named, on the day and year first herein written.

CONTRACTOR: ----- (If Corporation two signatures are now required)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**PLACER COUNTY REDEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Jim Boggan, Purchasing Manager

**CONTRACTOR**

By: \_\_\_\_\_  
Name:  
Title:  
Address:  
Telephone:  
Tax I.D. #

By: \_\_\_\_\_  
Name:  
Title:

Approved As to Form

\_\_\_\_\_  
Karin Schwab, Agency Counsel

- Attachments:**  
**Copy of Contractor’s Bid Response**  
**Copy of Original Bid Solicitation**



SAMPLE BOND OF FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS, THAT WE,

\_\_\_\_\_, the Contractor in the Contract hereto annexed, as

Principal, and \_\_\_\_\_, as Surety, are held and firmly

bound unto the Placer County Redevelopment Agency in the sum of

\_\_\_\_\_ Dollars, (\$\_\_\_\_\_), lawful

money of the united States, for which payment, well and truly to be made, we bind

ourselves, jointly and severally, firmly by these presents.

Singed, sealed and dated:

\_\_\_\_\_.

The condition of the above obligation is that if said principal as Contractor in the Contract hereto annexed shall faithfully perform each and all of the conditions of said Contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Agency, necessary to perform and complete, and to perform and complete in as good workmanlike manner, the work of **Soil Excavation and Offsite Disposal, 8784 North Lake Boulevard, Kings Beach, CA 96143, Bid No. 200168**, in strict conformity with the terms and conditions set forth in the Contract hereto annexed, then this obligation shall be null and void, otherwise to remain in full force and effect, and the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed hereunder or the specifications accompanying the same shall, in any wise, 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 or to the work or to the specifications.

Surety further agrees that, in the case suit is brought upon this bond, it will pay, in addition to the basic obligation herein, a reasonable attorney’s fee to be awarded and fixed by the Court, and to be taxed as costs, and to be included in the judgment therein rendered.

---

CONTRACTOR

---

SURETY

APPROVED AS TO FORM

---

AGENCY COUNSEL

(Note: Original notarized signatures are required for both the Contractor and the Surety.)

Address of Surety: \_\_\_\_\_

ATTORNEY – IN – FACT MUST HAVE POWER OF ATTORNEY ON FILE  
WITH THE COUNTY CLERK OF PLACER COUNTY OR INCLUDE A COPY  
OF POWER OF ATTORNEY WITH THIS BOND.

SAMPLE LABOR AND MATERIALS BOND FORM

KNOW ALL MEN BY THESE PRESENT, THAT WE,  
\_\_\_\_\_, the Contractor in the Contract hereto annexed,  
as Principal, and \_\_\_\_\_, as Surety, are held and  
firmly bound unto the Placer County Redevelopment Agency in the sum of  
\_\_\_\_\_ Dollars,  
(\$ \_\_\_\_\_), lawful money of the United States, for which payment, well  
and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, sealed and dated:

\_\_\_\_\_.

The condition of the above obligation is that if said principal, its successors or, assigns, as Contractor in the Contract hereto annexed, or his or its Subcontractor, fails to pay for any materials, provisions, provender or other supplies, or items, used in, upon, for or about the performance of the work contracted to be done by said Contractor, namely to furnish all tools, equipment, apparatus, facilities, transportation, labor and materials necessary to perform and complete, and to perform and complete in a good workmanlike manner, the work of **Soil Excavation and Offsite Disposal 8784 North Lake Boulevard, Kings Beach, CA 96143, Bid No. 200168**, in strict conformity with the terms and conditions set forth in the Contract hereto annexed, or for any work or labor done thereon of any kind or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or to make payments to the Franchise Tax Board pursuant to Civil Code, Section 324SA, or to pay any of the persons named in Civil Code 31S1, said Surety will pay in addition to the basic obligation herein, in case suit is brought upon this bond, a reasonable attorney’s fee to be awarded and fixed by the courts, and to be taxed as costs and to be included in the judgment therein rendered. This bond is executed in accordance with the requirement of Title XV of the Civil Code and is subject to the provisions thereof, and shall insure to the benefit of any and all person, companies and corporation entitled to file claims under and by virtue of the provisions of Section 31S1 of the Civil Code, or to their assigns; and the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under or the specifications accompanying the same, shall in any wise affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the Contractor to the work or to the specifications.

---

CONTRACTOR

---

SURETY

(Note: Original notarized signatures are required for both the Contractor and the Surety.)

APPROVED AS TO FORM

---

AGENCY COUNSEL

Address of Surety:

---

**ATTORNEY – IN – FACT MUST HAVE POWER OF ATTORNEY ON FILE  
WITH COUNTY CLERK OF PLACER COUNTY OR INCLUDE A COPY OF  
POWER OF ATTORNEY WITH THIS BOND.**

# MAP OF APPROXIMATE EXCAVATION AREAS



Attachment J – Map of Approximate Excavation Areas

