

PLACER COUNTY

REDEVELOPMENT AGENCY

MEMORANDUM

TO: Honorable Members of the Redevelopment Agency Board
FROM: Thomas M. Miller, Director
James LoBue, Deputy Director
DATE: August 9, 2011
SUBJECT: Award Contract for the Contaminated Soil Excavation at 8784 North Lake Boulevard,
Kings Beach

ACTION REQUESTED

Adopt a resolution awarding a contract to the lowest, responsive bidder, Clean Harbors Environmental Services, Inc., in the amount of \$138,115.70 for soil excavation and backfill at 8784 North Lake Boulevard, Kings Beach, authorizing the Redevelopment Deputy Director or his designee to execute the contract on behalf of the Placer County Redevelopment Agency, and authorizing the Redevelopment Deputy Director or his designee to approve and sign contract change orders up to an amount not to exceed in total twenty percent of the awarded contract amount.

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 building structure, several underground storage tanks, and a pump island with fuel dispensers were previously located on the site. Previous 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 for the Agency 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 adopted Placer County Code Chapters 1-40 in 1991 by resolution 91-329 and the Placer County Purchasing Policy Manual in 2006 by resolution 2006-41. On April 12, 2011, your Board authorized the Agency to solicit bids for the project. Clean Harbors Environmental Services, Inc. was the lowest, responsive bidder at the amount of \$138,115.70. A copy of the Procurement Memo and plan holders list is attached to this Board Memo for reference. Soil excavation work is expected to be completed by the end of Fall 2011. The Agency is also requesting authority to approve change orders up to a cumulative twenty percent (20%) of the awarded contract amount in order to allow for possible unanticipated conditions encountered on

the site. During a previous soil removal job located across the street, three (3) undocumented waste oil tanks were discovered.

ENVIRONMENTAL STATUS

The proposed action is 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 maximum Agency expenditure authorized by these actions is \$165,738.84. The Agency's FY 2011-12 North Lake Tahoe Redevelopment Project Area budget has sufficient funds available to cover the estimated cost of the proposed action.

Attachment Resolution
 Location Map
 Procurement Memo
 Plan Holders List
 Soil Excavation and Offsite Disposal Contract

cc: Karin Schwab, Agency Counsel

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

In the matter of:

Awarding a contract to the lowest, responsive bidder, Clean Harbors Environmental Services, Inc., in the amount of \$138,115.70 for soil excavation and backfill at 8784 North Lake Boulevard, Kings Beach, authorizing the Redevelopment Deputy Director or his designee to execute the contract on behalf of the Placer County Redevelopment Agency, and authorizing the Redevelopment Deputy Director or his designee to approve and sign contract change orders up to an amount not to exceed in total twenty percent of the awarded contract amount

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

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 (Project) 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, by Resolution No. 91-329;

WHEREAS, the proposed action is taken in furtherance of the goals and policies of the Project Area and Plans 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);

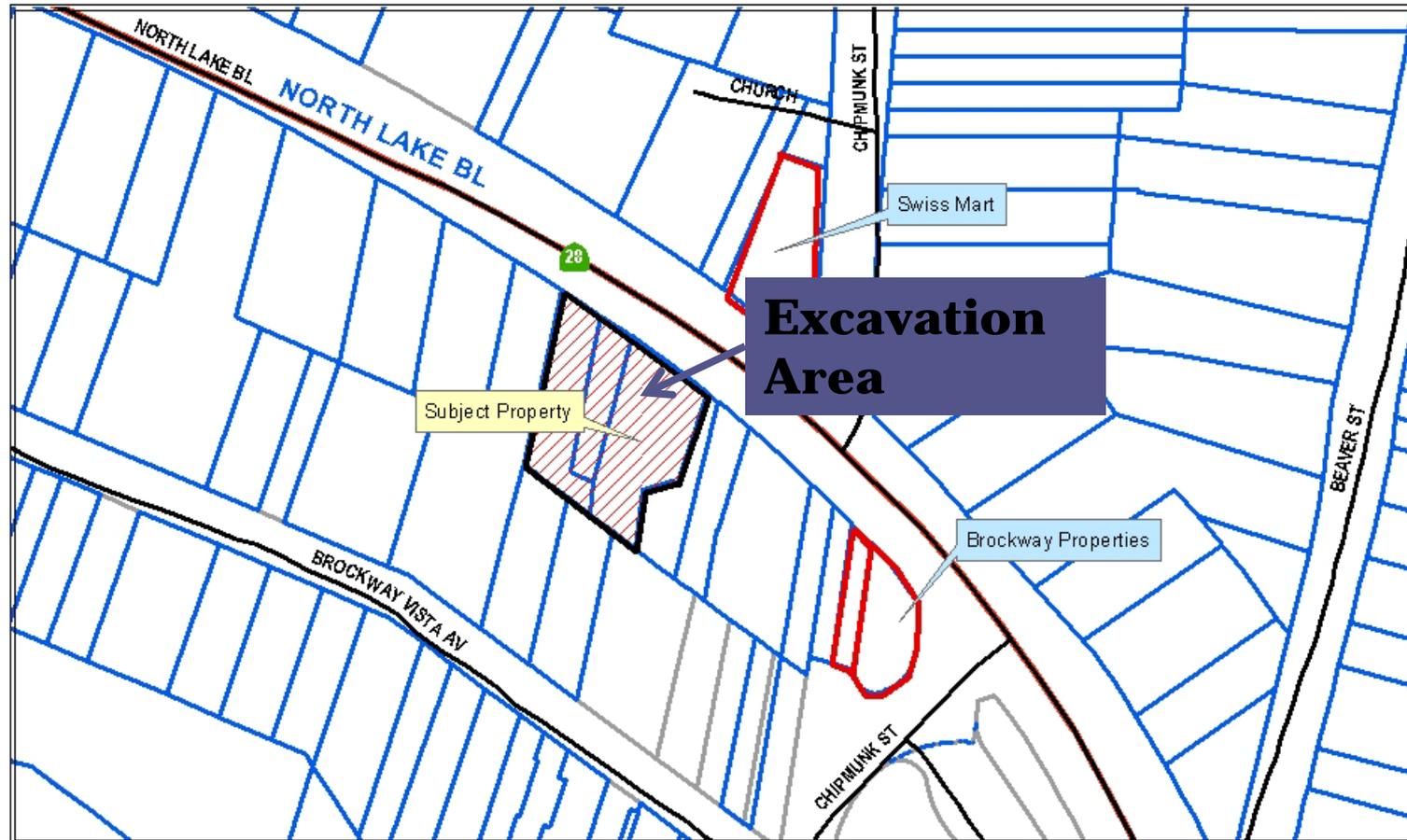
WHEREAS, on April 12, 2011, the Agency Board approved the specifications and authorized the Agency to solicit bids for the Project; and

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 Agency Board approves and authorizes the Agency Deputy Director or his designee to execute a construction contract with Clean Harbors Environmental Services, Inc. for the soil excavation and backfill project at 8784 North Lake Boulevard, Kings Beach, California in the amount of \$138,115.70 and authorizes the Agency Deputy Director or his designee to approve and sign change orders totaling no more than twenty percent of the awarded contract amount.

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

Soil Excavation Area



PLACER COUNTY
REDEVELOPMENT AGENCY
MEMORANDUM

TO: James LoBue, Deputy Director

FROM: Jim Boggan, Purchasing Manager *Jim Boggan*

DATE: May 24, 2011

SUBJECT: Recommendation to Award Bid No. 200168, Soil Excavation and Offsite Disposal, 8784 North Lake Boulevard, Kings Beach, California 96143

The subject project was advertised in accordance with Public Contract Code and specifications were sold to thirty-four (34) prospective bidders (Attachment A). Six (6) bids were received. The responding firms and their bids are:

	Contractor	Base Bid	Unit Price Excavation	Unit Price Backfill
1	Clean Harbors Environmental	\$138,115.70	\$75.00	\$50.00
2	Ramcon Engineering	\$185,297.00	\$94.00	\$29.50
3	AEI Consultants	\$186,000.00	\$63.50	\$35.10
4	Pacific States Environmental	\$191,555.00	\$81.35	\$16.40
5	Clauss Excavation	\$232,506.00	\$106.00	\$45.00
6	Bramco Construction	\$237,247.00	\$101.16	\$53.98

If there are sufficient funds available and if the bidder's license is adequate and in good standing, Procurement Services would concur in recommending an award to Clean Harbors of McCarren, NV in the amount of \$138,115.70.

Attachments:

- Plan Holder's List
- Bid Summary

PLAN HOLDERS LIST

Soil Excavation & Disposal
8784 North Lake Blvd
Bid Opening Date: 5/18/11

Refundable No

Placer County Project: 200168

Job Walk: 4/26/11

Addenda: 1

#1 File Copy 530/889-7776
Placer County Procurement
2964 Richardson Drive
Auburn CA 95603

#2, #3 N/C 530/889-3953
Placer County Contractors Assn
231 Cherry Ave Ste 101
Auburn CA 95603

#4 N/C 916/419-2287
McGraw-Hill Construction
4020 Lennane Dr Ste 104
Sacramento CA 95834

#5 N/C 916/442-8991
Sacramento Builders Exchange
1331 T Street
Sacramento CA 95814

#6 N/C 916/782-4762
Sacramento Builders Exchange
151 N Sunrise Ave Ste 511
Roseville CA 95661

#7 N/C 530/672-2955
El Dorado Builders Exchange
3430 Robin Ln Ste 7
Cameron Park CA 95682

#8 N/C 530/274-1919
Nevada County Contractors Assn
149 Crown Point Ct
Grass Valley CA 95945

#9 N/C 916/486-7700
SHCC
1491 Riverpark Dr Ste 101
Sacramento CA 95815

#10 N/C 775/786-4468
Reno Builders Exchange
634 Ryland Ave
Reno NV 89502

#11 4/20/11 775/297-4566
Burdick Excavating
5 Brown Dr
Mound House NV 89706

#12 4/21/11 530/587-0599
RK Contractors Inc
PO Box 3721
Truckee CA 96160

#13 4/21/11 775/831-5008
F.W. Carson Co
1064 Tahoe Blvd
Incline Village NV 89451

#14 4/21/11 530/587-2878
Am-X Construction
10528 Olympic Blvd
Truckee CA 96161

#15 4/22/11 530/581-5051
Clauss Excavation
1877 B North Lake Blvd
Tahoe City CA 96145

#16 4/22/11 775/833-1647
Olcese Construction
920 Incline Wy Ste B
Incline Village NV 89450

#17 4/25/11 530/541-4700
Thomas Haen Company
1012 Industrial Ave
South Lake Tahoe CA 96150

#18 4/25/11 775/782-2728
Curtis Sons Construction
1201 S Orchard Rd
Gardnerville NV 89410

#19 4/25/11 775/265-7473
White Rock Const Inc
769 Pinto Circle
Gardnerville NV 89410

#20, 24 4/25/11 916/372-7535
Ramcon Engineering
1450 Harbor Blvd Ste C
West Sacramento CA 95691

#21 4/25/11 925/361-1416
Pacific States Env
11555 Dublin Blvd
Dublin CA 94568

#22 4/26/11 925/746-6007
AEI
2500 Camino Diablo
Walnut Creek CA 94597

#23 4/26/11 530/547-7637
Rockwood Inc
212 Chipmunk Street
Kings Beach CA 96143

#25 4/27/11 775/356-1781
Bramco Construction
325 South 18th Street
Sparks NV 89431

#26, 31 4/27/11 775/225-2552
Northern Nevada Excavating
175 Wild Horse Canyon Drive
Reno NV 89434

#27 4/27/11 916/501-0611
Caggiano Gen Engineering
2741 Park Dr #20-347
El Dorado Hills CA 95762

#28 4/27/11 775/329-7222
SCS
500 Ryland St #100
Reno NV 89502

#29 4/29/11 510/774-0327
NRC Environmental
145 Sugar Creek Ln
Alamo CA 94507

#30 4/29/11 408/592-2585
Clean Harbors
1030 Commercial St Ste 107
San Jose CA 94555

#32 5/3/11 530/346-8150
Lorang Brothers Construction
1175 S Auburn St
Colfax CA 95713

#33 5/5/11 530/577-0558
D Garcia Exe Paving
2020 E Street
South Lake Tahoe CA 96150

#34 5/10/11 510/280-3575
Global Diving Salv
5221 Central Ave Ste 105
Richmond CA 94804

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8784 North Lake Blvd

Bid Opening Date: 5/18/11

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South Lake Tahoe CA 96150

#34 5/10/11 510/280-3575
Global Diving Salv
5221 Central Ave Ste 105
Richmond CA 94804

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 Clean Harbors Environmental Services, Inc. (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 **One Hundred Thirty – Eight Thousand One Hundred Fifteen and 70/100 Dollars (\$138,115.70)** 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 twenty-five (25) 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: Clean Harbors Environmental Services, Inc. (If Corporation two signatures are now required)

Dated this 18th day of July, 2011

**PLACER COUNTY REDEVELOPMENT
AGENCY**

By: _____
James LoBue,
Deputy Director, Redevelopment

**CLEAN HARBORS ENVIRONMENTAL
SERVICES, INC.**

By: William F. O'Connor
Name: William F. O'Connor
Title: Senior Vice President
Address: 42 Longwater Drive / P.O. Box 9149,
Norwell, MA 02061-9149
Telephone: (408) 451-5000
Tax I.D. #04-269-8949

By: Michael R. McDonald
Name: Michael R. McDonald
Title: Assistant Secretary

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.

Signed, 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.