

COUNTY OF TULARE  
STATE OF CALIFORNIA

**CONTRACT**

THIS AGREEMENT, entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, by and between the COUNTY OF TULARE, hereinafter referred to as "County", and WOOD BROS., INC., hereinafter referred to as "Contractor";

WITNESSETH:

WHEREAS, County desires to carry out a project of constructing of VISALIA LANDFILL PHASE 3 EXPANSION, (hereinafter referred to as the "Work") in Tulare County.

WHEREAS, Contractor currently holds a Class A license from the State of California and is willing and able to perform the Work on the terms and conditions set forth herein; and

WHEREAS, County has offered this project through the statutorily prescribed bidding process, and through such process awarded this Contract to Contractor.

NOW, THEREFORE, BE IT AGREED as follows:

ARTICLE I. For and in consideration of the terms, conditions and covenants hereinafter contained, Contractor will, at his own cost and expense, do all the work and furnish all the materials, except such work or material, if any, which the terms herein specifically provide will be furnished by County, necessary to construct and complete in good workmanlike and substantial manner and to the satisfaction of County's Solid Waste Director or designee, VISALIA LANDFILL PHASE 3 EXPANSION in Tulare County.

Contractor will furnish such work and material in accordance with the terms and conditions set forth in County's Special Provisions (hereinafter referred to as the "Special Provisions") issued for this contract and project, which Special Provisions are incorporated herein by reference as if set out in full. Further, Contractor will furnish such work and material in accordance with the Standard Specifications dated 2010 (hereinafter referred to as the "Standard Specifications") and the Standard Plans dated 2010 (hereinafter referred to as the "Standard Plans"), issued by the Department of Transportation of the State of California, and the project plans described below, which Standard Specifications, Standard Plans, and project plans are incorporated herein by reference as if set out in full.

The project plans for this project were approved June 6, 2017, and are entitled:

CONSTRUCTION DRAWINGS FOR THE  
VISALIA LANDFILL PHASE 3 EXPANSION  
COUNTY OF TULARE; STATE OF CALIFORNIA

ARTICLE II. Contractor agrees to receive and accept the following prices as full compensation from County, for furnishing all materials, for doing all the work contemplated and embraced in this Contract, for all costs, losses, or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Board of Supervisors of the County of Tulare, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof in the manner and according to the Contract Documents as defined in Article XI, and the requirements of the Engineer under them, and in accordance with the bid of Contractor, the terms, conditions, and representations of which bid are incorporated herein by reference as if set out in full:

Item No.	Items with Unit Price Written in Words	Unit of Measure	Estimated Quantity	Unit Price	Amount
1	Mobilization at <u>Two Hundred Thousand Seven Hundred Dollars and No Cents</u> per lump sum.	LS	LS	\$200,700.00	\$200,700.00
2(F)	Excavation at <u>Three Dollars and Two Cents</u> per cubic yard.	CY	141,000	\$3.02	\$425,800.00
3(F)	Engineered Fill at <u>Two Dollars and Ninety-five Cents</u> per cubic yard.	CY	50,500	\$2.95	\$148,975.00
4	Anchor Trench at <u>Ten Dollars and No Cents</u> per linear foot.	LF	2,170	\$10.00	\$21,700.00
5(F)	Operations and Liner Separation Fill at <u>Four Dollars and Seven Cents</u> per cubic yard.	CY	64,700	\$4.07	\$263,329.00
6	Access Road on Engineered Fill at <u>Two Dollars and Two Cents</u> per square foot.	SF	73,000	\$2.02	\$147,460.00
7	Access Road on Native Soil at <u>Two Dollars and Fifty-two Cents</u> per square foot.	SF	52,400	\$2.52	\$132,048.00
8	Expose Existing Liner for Tie-in at <u>Five Dollars and Fifty Cents</u> per linear foot.	LF	1,270	\$5.50	\$6,985.00
9(F-S)	Geosynthetic Clay Liner at <u>Sixty-three Cents</u> per square foot.	SF	1,157,400	\$0.63	\$729,162.00
10(F-S)	Geocomposite at <u>Eighty-four Cents</u> per square foot	SF	1,160,700	\$0.84	\$974,988.00
11(F-S)	Geomembrane at <u>Seventy-three Cents</u> per square foot.	SF	1,160,700	\$0.73	\$847,311.00
12(S)	Leak Location Surveys at <u>Forty-four Thousand Dollars and No Cents</u> per lump sum.	LS	LS	\$44,000.00	\$44,000.00
13	Stormwater Diversion Berms at <u>Six Dollars and No Cents</u> per linear foot.	LF	1,270	\$6.00	\$7,620.00
14	Catch Basin with 12" CMP at <u>Five Thousand Sixty-one Dollars and No Cents</u> per lump sum.	LS	LS	\$5,061.00	\$5,061.00

Item No.	Items with Unit Price Written in Words	Unit of Measure	Estimated Quantity	Unit Price	Amount
15(S)	<u>Leachate Extraction and Storage System at One Hundred Thirty-two Thousand Four Hundred Dollars and No Cents per lump sum.</u>	LS	LS	\$132,400.00	\$132,400.00
16(S)	<u>Leachate Collection System at One Hundred Twenty-seven Thousand Five Hundred Dollars and No Cents per lump sum.</u>	LS	LS	\$127,500.00	\$127,500.00
17(S)	<u>Pan Lysimeter at Sixteen Thousand Dollars and No Cents per lump sum.</u>	LS	LS	\$16,000.00	\$16,000.00
18(S)	<u>Secondary Leachate Containment Pad at Thirty-three Thousand Seven Hundred Twenty Dollars and No Cents per lump sum</u>	LS	LS	\$33,720.00	\$33,720.00

TOTAL (In words and numbers) Four Million Two Hundred Sixty-four Thousand Seven Hundred Seventy-nine Dollars and No Cents (\$4,264,779.00)

ARTICLE III. Contractor will be licensed as required by law and will be in compliance with the regulations of the Contractors' State License Board. Contractor will possess a Class A license during the period of the construction. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 9835 Goeth Road, Sacramento, California. Mailing Address: P.O. Box 26000, Sacramento, California 95826. Contractor will also comply with the licensing requirements specified in the "Notice to Bidders" which is specifically incorporated herein by this reference as if set out in full.

ARTICLE IV. Contractor agrees to comply with the prevailing wage laws as set forth in Labor Code sections 1770-1780 unless an applicable federal labor law imposes a higher wage or stricter requirement, in which case the higher wage or stricter requirement will apply, and Contractor agrees to be responsible for the compliance by all subcontractors with Labor Code section 1776 in accordance with Public Contract Code section 6109, with respect to subcontractors which are ineligible to perform work on public works projects pursuant to Labor Code section 1777.1 or 1777.7:

1. Contractor will repay to County any money paid to any such subcontractor allowed to work on this project.
2. Contractor will pay the wages of the workers of any such subcontractor allowed to work on this project.

ARTICLE V. County does hereby engage Contractor as an independent contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions in the Special Provisions which are a part of this Contract.

ARTICLE VI. Contractor will neither sell, assign, transfer, convey or encumber this Contract or any right or interest therein or thereunder, or suffer or permit any such sale, assignment, transfer, conveyance or encumbrance to occur by operation of law, without the prior written consent of County.

ARTICLE VII. This Contract may only be amended or modified, as permitted by the Public Contract Code, by written consent to such amendment or modification by each party.

ARTICLE VIII. The termination provisions of the Standard Specifications are incorporated by reference.

ARTICLE IX. Any and all notices or other matters required or permitted by this Contract or by law to be served on, given to, or delivered to either party hereto shall be in writing and shall be deemed duly

served, given or delivered when personally delivered to the party to whom addressed, or in lieu of such personal service, when deposited in the United States mail, certified return receipt requested, addressed as follows:

Engineer: Bryce Howard, Director  
Tulare County Solid Waste Department  
5955 South Mooney Boulevard  
Visalia, CA 93277

Contractor: Wood Bros., Inc.  
P. O. Box 216  
Lemoore, CA 93245

ARTICLE X. Prior to approval of this Contract by County, Contractor shall file with the Clerk of the Board of Supervisors, evidence of the insurance in accordance with Section 7-1.06 of the Special Provisions, which outlines the minimum scope, specifications and limits of insurance required under this contract. Additional insured endorsements required as outlined in Section 7-1.06 of the Special Provisions shall not be used to reduce limits available to County as an additional insured from the Contractor's full policy limits. Insurance policies shall not be used to limit liability or to limit the indemnification provisions and requirements of this contract or act in any way to reduce the policy coverage and limits available from the insurer(s). Failure to maintain or renew coverage, or to provide evidence of renewal, may be considered a material breach of this agreement.

ARTICLE XI. The Complete Contract between the parties shall consist of this Contract, Notice to Bidders, the Special Provisions, the 2010 Caltrans Standard Specifications, the project plans, the 2010 Caltrans Standard Plans, the Technical Specifications, Construction Quality Assurance Plan, all Addenda, and the accepted Proposal to the Board of Supervisors (Bid Proposal) by Contractor, including all statements, bonds, and certificates required to be submitted thereunder. Any prior agreements, promises, negotiations, or representations not expressly set forth in the Complete Contract shall be of no force or effect.

ARTICLE XII. Should there be any conflict between the terms of this Contract and the bid or proposal of Contractor, then this Contract shall control and nothing herein shall be considered as an acceptance of any conflicting terms.

ARTICLE XIII. In lieu of the attorney's notice of approval provided for in Section 8-1.04 of the Standard Specifications, the Engineer will deliver a written Notice to Proceed to the Contractor following execution of the Contract on behalf of the Board of Supervisors in compliance with Section 8-1.04 of the Special Provisions. Contractor will begin work within fifteen (15) calendar days after receipt of said notice, in full compliance with said Section 8-1.04 of the Special Provisions, and will complete all work within **EIGHTY (80) working days**. Contractor agrees that **One Thousand Five Hundred Dollars (\$1,500) per calendar day** is a reasonable sum to be paid by the Contractor as liquidated damages per Section 8-1.10 of the Special Provisions, Contractor and County agreeing that if the Work is not completed within the Contract Time, then County's damages would be extremely difficult or impracticable to determine and that the aforesaid amount is a reasonable estimate of the reasonable sum for such damages. County may deduct any liquidated damages due from Contractor from any amounts otherwise due to Contractor under the Contract Documents. This provision shall not limit any right or remedy of County in the event of any other default of Contractor other than failing to complete the Work within the Contract Time.

ARTICLE XIV. This Contract reflects the contributions of both parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

ARTICLE XV. Unless specifically set forth, the parties to this Contract do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

ARTICLE XVI. This Contract shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County, California.

ARTICLE XVII. The failure of either party to insist on strict compliance with any provision of this Contract shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Contract by the other party.

ARTICLE XVIII. The Recitals and the Exhibits to this Contract are fully incorporated into and are integral parts of this Contract.

ARTICLE XIX. This Contract is subject to all applicable laws and regulations. If any provision of this Contract is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Contract to either party is lost, the Contract may be terminated at the option of the affected party. In all other cases the remainder of the Contract shall continue in full force and effect.

ARTICLE XX. Each party will execute any additional documents and perform any further acts which may be reasonably required to effect the purposes of this Contract.

ARTICLE XXI. If a dispute arises out of or relating to this Contract, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation.

ARTICLE XXII. Contractor acknowledges that this Contract is subject to filing obligations pursuant to Unemployment Insurance Code Section 1088.8. Accordingly, County has an obligation to file a report with the Employment Development Department, which report will include the Contractor's full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. Contractor agrees to cooperate with County to make such information available and to complete DE Form 542. Failure to provide the required information may, at County's option, prevent approval of this Contract, or be grounds for termination by County.

ARTICLE XXIII. This Contract represents the entire Contract between Contractor, and County as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Contract may be modified without the written consent of both parties.

ARTICLE XXIV. Contractor expressly understands and agrees that County is dependent upon certain Federal and/or State and/or local funding to pay the services provided in this Contract. If such Federal and/or State and/or local funding is discontinued and/or reduced, County shall have the right to terminate the Contract. In either event, County shall provide Contractor with at least 30 days prior written notice of such termination.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand the year and date first above written.

BOARD OF SUPERVISORS  
COUNTY OF TULARE  
STATE OF CALIFORNIA

By \_\_\_\_\_  
Chairman of the Board  
of Supervisors  
"County"

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

"Contractor"

Licensed in accordance with an act  
providing for the registration of contractors.

License No. 558257

Federal Employer Identification No. 77-0201650

Dated: \_\_\_\_\_  
APPROVED AS TO FORM,  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel  
(Matter ID 2017558)

# STATUTORY PERFORMANCE BOND PURSUANT TO

California Public Contract Code  
Section 20129

## KNOW ALL MEN BY THESE PRESENTS:

That Wood Bros., Inc., (hereinafter called the Principal), as Principal and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_, (hereinafter called the surety), as Surety, are held and firmly bound unto the County of Tulare, (hereinafter called the Obligee) in the amount of Four Million Two Hundred Sixty-four Thousand Seven Hundred Seventy-nine Dollars and No Cents (\$4,624,779.00), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal will enter into a certain written Agreement with the Obligee, for a project dated the 6th day of June, 2017 for construction of VISALIA LANDFILL PHASE 3 EXPANSION which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, and conditions of said Agreement during the original term of the Agreement and any extension thereof, with or without notice to the Surety, and during the life of any guarantee required under the Agreement, and shall also perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized extensions or modifications of said Agreement that may hereafter be made, notice of said extensions or modifications to the Surety being hereby waived and will indemnify, defend, and save harmless the Obligee, its governing board, officers, agents, and employees as required by the Agreement; then the above obligation shall be void. Otherwise, said obligation shall remain in full force and effect.

Whenever Obligee declares Principal to be in default under the Agreement, then the Surety will remedy the default pursuant to the Agreement, or will promptly do one of the following, at the Obligee's option:

- (1) Undertake through its agents or independent contractors, reasonably acceptable to the Obligee, to complete the Project in accordance with all terms and conditions in the Agreement, including without limitation, all obligations with respect to payments, warranties, guarantees, and liquidated damages, and with no requirement for a "take-over" or similar agreement"; or
- (2) Permit the Obligee to complete the Project in any manner consistent with California law and reimburse the Obligee for all costs it incurs in completing the Project, and in correcting, repairing, or replacing any defects in materials, equipment or workmanship, which do not conform to the Agreement.

Surety expressly agrees that the Obligee may reject any contractor or subcontractor that Surety may propose in fulfillment of its obligations in the event of default by the Principal. Surety will not utilize Principal in completing the Project or accept a bid from the Principal for completion of the Work if the Obligee, when declaring the Principal in default, notifies Surety of the Obligee's objection to Principal's further participation in the completion of the Project.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the construction work on this Project, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the Obligee's rights against the others.

No right of action will accrue on this bond to or for the use of any person or corporation other than the Obligee or its successors or assigns. If Obligee sues upon this bond, then Surety will pay reasonable attorney's fees and costs incurred by the Obligee in such suit, irrespective of the penal amount of this bond.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Principal Seal

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety Seal

\_\_\_\_\_  
By

\_\_\_\_\_  
Agency of Record

Note: Bond surety must be admitted to transact surety insurance in the State of California.



# STATUTORY PAYMENT BOND PURSUANT TO

California Civil Code  
Sections 9550 through 9566

## KNOW ALL MEN BY THESE PRESENTS:

That, Wood Bros., Inc., (Hereinafter called the Principal), as Principal, and \_\_\_\_\_ a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_, (hereinafter called the Surety), as Surety, are held and firmly bound unto the County of Tulare (hereinafter called the Obligee), in the amount of Four Million Sixty-four Thousand Seven Hundred Seventy-nine Dollars and No Cents (\$4,264,779.00), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal will enter into a certain written contract with the Obligee, for a project dated the 6th day of June, 2017 for construction of VISALIA LANDFILL PHASE 3 EXPANSION, to which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

This bond shall inure to the benefit of any person named in California Civil Code Section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Principal or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Principal Seal

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety Seal

\_\_\_\_\_  
By

\_\_\_\_\_  
Agency of Record

\_\_\_\_\_  
Agency Address

Note: Bond surety must be admitted to transact surety insurance in the State of California



**CONSTRUCTION OF FINAL CLOSURE  
FOR WASTE MANANAGEMENT UNIT 1  
VISALIA LANDFILL**

**CONTRACT DOCUMENT CHECKLIST**

The Contractor must deliver to the County with the Contract the following items:

1. The signed Contract (four copies). Each copy of the Contract must be signed by both the company president or vice president and the company secretary or treasurer with the Contractor's license number and Federal Employer Identification Number.
2. The Statutory Performance Bond Pursuant to California Public Contract Code Section 20129 and the Statutory Payment Bond Pursuant to California Civil Code Sections 9550 through 9566 (forms included herein), with either County Clerk's certificates or copies of power of attorney.
3. Certification Concerning Workers' Compensation Insurance.
4. Certificate(s) of Insurance in compliance with the requirements of Section 7-1.06 of the special provisions including general liability, automobile, pollution liability and workers' compensation (a sample form is included).
5. Evidence that the Contractor possesses a current, valid state contractor's license required to perform the work under this Contract. A copy of the Contractor's license is sufficient.