

CONTRACT

(Public Works Agreement Informally Bid as Authorized by Public Contract Code Section 22032)  
(Siskiyou County Standard Form Contract No. 22-\_\_\_)

1. **SPECIAL TERMS.** These special terms are incorporated below by reference and shall be furnished by the below stated Contractor in conformance with the "Greenbook" 2015 Edition.

(See Secs. 26,2) Parties: **SISKIYOU COUNTY**  
Public Works Department  
1312 Fairlane Road, Suite 3  
Yreka, CA 96097

and

Evans Building & Excavating, INC.  
P.O. Box 1758  
Yreka, CA 96097

(See Sec. 26) Effective Date: (See Section 3 for starting date.)

(See Sec. 2) The Scope of Work: Contractor agrees to furnish the following services:  
Contractor shall provide the services described in Exhibit "A" attached hereto.

(See Sec. 3) Completion Time: Within 80 calendar days from the start date September 26, 2022, as established in the Section 3 and 5, Notice to Proceed or Specifications

(See Sec. 4) Liquidated Damages: \$250.00 per calendar day.

(See Sec. 26) Public Agency's Agent: Thomas Deany, Director of Public Works

(See Sec. 6) Contract Price: Two Hundred Eleven Thousand Eight Hundred Fifty Six Dollars and 06/00 (\$211,856.06).

(See Sec. 7) Federal Taxpayers I.D. or Social Security No.: 27-1697720

2. **WORK CONTRACT, CHANGES.** (a) By their signatures in Section 26, effective on the date set forth in Section 26, these parties promise and agree as set forth in this contract, incorporating by these references the material ("special terms") in Section 1.

(b) Contractor shall, at his own cost and expense, and in a workmanlike manner, fully and faithfully perform and complete the work; and will furnish all materials, labor, services and

transportation necessary, convenient and proper in order fairly to perform the requirements of this contract, all strictly in accordance with the Public Agency's plans, drawings and specifications and in conformance with the "Greenbook" 2015 Edition.

(c) The work can be changed only with Public Agency's prior written order specifying such change and its cost agreed to by the parties; and the Public Agency shall never have to pay more than specified in Section 7 without such an order.

3. **TIME: NOTICE TO PROCEED.** Contractor shall start this work as directed in the specifications or the Notice to Proceed; and shall complete it as specified in Section 1.

4. **LIQUIDATED DAMAGES.** If the Contractor fails to complete this contract and this work within the time fixed therefor, allowance being made for contingencies as provided herein, he becomes liable to the Public Agency for all its loss and damage therefrom; and because, from the nature of the case, it is and will be impracticable and extremely difficult to ascertain and fix the Public Agency's actual damage from any delay in performance hereof, it is agreed that Contractor will pay as liquidated damages to the Public Agency the reasonable sum specified in Section 1, the result of the parties' reasonable endeavor to estimate fair average compensation therefor, for each calendar day's delay in finishing said work; and if the same be not paid, Public Agency may, in addition to its other remedies, deduct the same from any money due or to become due Contractor under this contract. If the Public Agency for any cause authorizes or contributes to a delay, suspension of work or extension of time, its duration shall be added to the time allowed for completion, but it shall not be deemed a waiver nor be used to defeat any right of the Agency to damages for non-completion or delay hereunder. Pursuant to Government Code Section 4215, the Contractor shall not be assessed liquidated damages for delay in completion of the work, when such delay was caused by the failure of the Public Agency or the owner of a utility to provide for removal or relocation of existing utility facilities.

5. **INTEGRATED DOCUMENTS.** The plans, drawings and specifications or special provisions of the Public Agency's Notice Inviting Bids, Instructions to Bidders, Proposal, Information Required of Bidder, Certifications and Affidavits, required bonds, all issued addenda to such, Contractor's accepted bid for this work, and Notice to Proceed are hereby incorporated into this contract; and they are intended to cooperate, so that anything exhibited in the plans or drawings and not mentioned in the specifications or special provisions, or vice versa, is to be executed as if exhibited, mentioned and set forth in both, to the true intent and meaning thereof when taken all together; and differences of opinion concerning these shall be finally determined by Public Agency's Agent specified in Section 1.

6. **PAYMENT.** (a) For his strict and literal fulfillment of these promises and conditions, and as full compensation for all this work, the Public Agency shall pay the Contractor the sum specified in Section 1, except that in unit price contracts the payment shall be for finished quantities at unit bid prices.

(b) On or about the fifteenth of each calendar month, the Contractor shall be paid for all work satisfactorily completed through the last day of the preceding calendar month, as determined by

Public Agency or its Agent, minus 5% thereof pursuant to Public Contract Code Section 9203, but not until defective work and materials have been removed, replaced, and made good.

7. **PAYMENTS WITHHELD.** (a) The Public Agency or its Agent may withhold any payment, or because of later discovered evidence nullify all or any certificate for payment, to such extent and period of time only as may be necessary to protect the Public Agency from loss because of:

- (1) Defective work not remedied, or uncompleted work, or
- (2) Claims filed or reasonable evidence indicating probable filing, or
- (3) Failure to properly pay subcontractors or for material or labor, or
- (4) Reasonable doubt that the work can be completed for the balance then unpaid, or
- (5) Damage to another contractor, or
- (6) Damage to the Public Agency, other than damage due to delays.

(b) The Public Agency shall use reasonable diligence to discover and report to the Contractor, as the work progresses, the materials and labor which are not satisfactory to it, so as to avoid unnecessary trouble or cost to the Contractor in making good any defective work or parts.

(c) 35 calendar days after the Public Agency files its notice of completion of the entire work, it shall issue a certificate to the Contractor and pay the balance of the contract price after deducting all amounts withheld under this contract, provided the Contractor shows that all claims for labor and materials have been paid, no claims have been presented to the Public Agency based on acts or omissions of the Contractor, and no liens or withhold notices have been filed against the work or site, and provided there are not reasonable indications of defective or missing work or of late-recorded notices of liens or claims against Contractor.

8. **INSURANCE.** (Labor Code Sections 1860-61) On signing this contract, Contractor must give Public Agency (1) a certificate of consent to self-insure issued by the Director of Industrial Relations, or (2) a certificate of Workers' Compensation insurance issued by an admitted insurer, or (3) an exact copy or duplicate thereof certified by the Director or the insurer. Contractor is aware of and complies with Labor Code Section 3700 and the Workers' Compensation Law.

9. **BONDS.** On signing this contract Contractor shall deliver to Public Agency for approval good and sufficient Payment and Performance Bonds with sureties, in amount(s) specified in the specifications or special provisions, guaranteeing Contractor's faithful performance of this contract and Contractor's payment for all labor and materials hereunder.

10. **FAILURE TO PERFORM.** If the Contractor at any time refuses or neglects, without fault of the Public Agency or its agent(s), to supply sufficient materials or workers to complete this agreement and work as provided herein, for a period of 10 days or more after written notice thereof by the Public Agency, the Public Agency may furnish same and deduct the reasonable expenses thereof from the contract price.

11. **LAWS APPLY.** Both parties recognize the applicability of various federal, state, and local laws and regulations, especially the Civil Rights Act of 1964, Executive Order 11246, Employment Practices Act, Fair Employment Practices Act, and Chapter 1 of Part 7 of Division 2 of the Labor Code (beginning with Section 1720, and including Sections 1725.5, 1735, 1777.5, and 1777.6

forbidding discrimination). The parties specifically stipulate that the relevant penalties and forfeitures provided in the Labor Code, especially in Sections 1775 and 1813 concerning prevailing wages and hours, as well as Section 1776 concerning certified payroll records, shall apply to this agreement.

12. **BREACH OF CONTRACT**. In the event of a Breach of any of the provisions of the Contract and the institution of any action at law respecting the same, the Parties agree that the non-prevailing party shall pay the prevailing party reasonable attorney's fees and costs as may be determined by the court.

13. **SUBCONTRACTORS**. Public Contract Code Sections 4100-4114 (The Subletting and Subcontracting Fair Practices Act) and Labor Code Section 1725.5 (requirement for licensed contractors and subcontractors to register with the Department of Industrial relations) are incorporated herein.

14. **WAGE RATES**. (a) Pursuant to Labor Code Section 1773, the Director of the Department of Industrial Relations has ascertained the general prevailing rates of wages per diem, and for holiday and overtime work, in the locality in which this work is to be performed, for each craft, classification, or type of worker needed to execute this contract, and said rates are as specified in the call for bids for this work or are on file with the Public Agency, and are hereby incorporated herein.

(b) This schedule of wages is based on a working day of 8 hours unless otherwise specified; and the daily rate is the hourly rate multiplied by the number of hours constituting the working day. When less than that number of hours are worked, the daily wage rate is proportionately reduced, but the hourly rate remains as stated.

(c) The Contractor, and all his subcontractors, must pay at least these rates to all persons on this work, including all travel, subsistence, and fringe benefit payments provided for by applicable collective bargaining agreements. All skilled labor not listed above must be paid at least the wage scale established by collective bargaining agreement for such labor in the locality where such work is being performed. If it becomes necessary for the Contractor or any subcontractor to employ any person in a craft, classification or type of work (except executive, supervisory, administrative, clerical or other non-manual workers as such) for which no minimum wage rate is specified, the Contractor shall immediately notify the Public Agency which shall promptly determine the prevailing wage rate therefor and furnish the Contractor with the minimum rate based thereon, which shall apply from the time of the initial employment of the person affected and during the continuance of such employment.

15. **HOURS OF LABOR**. Eight hours of labor in one calendar day constitutes a legal day's work, and no worker employed at any time on this work by the Contractor or by any subcontractor shall be required or permitted to work longer thereon except as provided in Labor Code Sections 1810-1815.

16. **APPRENTICES**. Properly indentured apprentices may be employed on this work in accordance with Labor Code Sections 1777.5 and 1777.6, forbidding discrimination.

17. **PREFERENCE FOR MATERIALS.** The Public Agency desires to promote the industries and economy of Siskiyou County and the Contractor therefore promises to use the products, workers, laborers and mechanics of this County in every case where the price, fitness and quality are equal.

18. **ASSIGNMENT.** The agreement binds the heirs, successors, assigns, and representatives of the Contractor; but he cannot assign it in whole or in part, nor any monies due or to become due under it, without the prior written consent of the Public Agency and the Contractor's surety or sureties, unless they have waived notice of assignment.

19. **NO WAIVER BY PUBLIC AGENCY.** Inspection of the work and/or materials, or approval of work and/or materials inspected, or statement by any officer, agent or employee of the Public Agency indicating the work or any part thereof complies with the requirements of this contract, or acceptance of the whole or any part of said work and/or materials, or payments therefor, or any combination of these acts, shall not relieve the Contractor of his obligation to fulfill this contract as prescribed; nor shall the Public Agency be thereby estopped from bringing any action for damages or enforcement arising from the failure to comply with any of the terms and conditions hereof.

20. **HOLD HARMLESS & INDEMNIFICATION.** (a) Contractor promises to and shall defend, indemnify, save, and hold harmless the indemnitees from the liabilities as defined in this section.

(b) The indemnitees benefitted and protected by this promise are the Public Agency and its elective and appointive boards, commissions, officers, agents, and employees, together with any additional persons and entities, if any, listed in the Supplementary General Conditions.

(c) The liabilities protected against are any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses, or liabilities arising out of or in connection with the actions defined below for personal injury, sickness, disease, emotional injury, death, property damage (including loss of use), trespass, nuisance, inverse condemnation, patent infringement, or any combination of these, regardless of whether or not such liability, claim, or damage was foreseeable at any time before the Public Agency approved the improvement plans or accepted the improvements as completed, and including the defense of any suit(s) or action(s) at law or equity concerning these.

(d) The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this contract and attributable to the Contractor, subcontractor(s), supplier(s), trucker(s), anyone for whose acts the Contractor may be liable, or any officer(s), agent(s) or employee(s) of one or more of them.

(e) The promise and agreement in this section is not conditioned or dependent on whether or not any indemnitee has prepared, supplied, or approved any plan(s), drawing(s), specification(s), or special provision(s) in connection with this work or has insurance or other indemnification covering any of these matters.

(f) Except as prohibited by Civil Code Section 2782, the Contractor's obligations under this section shall exist regardless of the existence or degree of fault of the Public Agency or any indemnitee.

(g) The Contractor's obligations under this section shall extend to claims arising after the work is completed and accepted if the claims are related to alleged acts or omissions that occurred during the course of the work. Public Agency's inspection is not a waiver of full compliance with these requirements.

(h) The Contractor and the Contractor's insurance carrier(s) shall respond within 15 days to the tender of any claim for defense and indemnity by the Public Agency, unless this time has been extended by the Public Agency.

(i) With respect to third-party claims against the Contractor, the Contractor waives all rights of any kind to express or implied indemnity against the indemnitees.

(j) Nothing in this section is intended to establish a standard of care owed to any third party or to extend to any third party the status of a third-party beneficiary.

21. **EXCAVATION.** Contractor shall comply with the provisions of Labor Code Section 6705, if applicable, by submitting to Public Agency a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during trench excavation.

22. **RECORD RETENTION AND AUDITING.** Except for materials and records delivered to Public Agency, Contractor shall maintain and retain, for a period of at least five years after Contractor's receipt of the final payment under this contract, all records relating to this contract or to the work, including without limitation estimates, bids, shop drawings, submittals, subcontracts, personnel and payroll records, job reports and diaries, receipts, invoices, cancelled checks and financial records. Upon request by Public Agency, at no additional charge, Contractor shall promptly make such records available to Public Agency, or to authorized representatives of the state and federal governments, at a convenient location within Siskiyou County designated by Public Agency, and without restriction or limitation on their use.

23. **VENUE.** Any litigation involving this contract or relating to the work shall be brought in Siskiyou County, and Contractor hereby waives the removal provisions of Code of Civil Procedure Section 394.

24. **ENDORSEMENTS.** Contractor shall not in its capacity as a contractor with Siskiyou County publicly endorse or oppose the use of any particular brand name or commercial product without the prior approval of the Board of Supervisors. In its County contractor capacity, Contractor shall not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely-accepted scientific basis for such claims or without the prior approval of the Board of Supervisors. In its County contractor capacity, Contractor shall not participate or appear in any commercially-produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Siskiyou County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors,

County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

25. **USE OF PRIVATE PROPERTY**. Contractor shall not use private property for any purpose in connection with the work absent a prior, written agreement with the affected property owner(s).

26. **TERMINATION**. (a) Termination on Occurrence of Stated Events: This Contract shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of Contractor;
2. Death of Contractor.

(b). Termination by Public Agency for default of Contractor: Should contractor default in the performance of this Contract or materially breach any of its provisions, Public Agency, at its option, may terminate this Contract by giving written notification to Contractor.

(c). Termination for Convenience of County: Public Agency shall have the right to terminate all or any part of this Contract for its convenience by providing a notice in writing to Contractor that the Contract is terminated. Upon termination, Contractor shall be reimbursed for its reasonable and necessary costs resulting therefrom which are substantiated by evidence satisfactory to Public Agency. Contractor shall receive no payment for or profit on unperformed work. Public Agency shall be entitled to immediate possession of any plans and work upon termination.

(d.) Contractor's indemnity obligations shall survive the termination or cancellation of this contract.

27. **SIGNATURES & ACKNOWLEDGEMENT**.

DocuSigned by: Thomas Deany Date: 9/8/2022  
Public Agency's Agent, By: Thomas Deany, Siskiyou County Director of Public Works

COUNTY OF SISKIYOU

Date: \_\_\_\_\_  
BRANDON A. CRISS, CHAIR  
Board of Supervisors  
County of Siskiyou, State of California

DocuSigned by: Edward Kiernan Date: 9/8/2022  
Approved to Form, By: Edward J. Kiernan, County Counsel

Risk Management, By: \_\_\_\_\_ Date: \_\_\_\_\_  
Melissa Cummins, Risk Management

Contractor, hereby also certifying awareness of and compliance with Labor Code Sections 1725.5, 1861 and 3700 concerning Workers' Compensation Law,

DocuSigned by: David Tyler Evans Date: 9/1/2022  
By: David Tyler Evans (David Tyler Evans, President)

(CORPORATE SEAL)

DocuSigned by: Amy L. Evans Date: 9/1/2022  
By: Amy L. Evans (Amy L. Evans, Secretary)

License No.: 941439  
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 27-1697720

APPROVED AS TO ACCOUNTING FORM:  
FUND 4201 ORGANIZATION 108010 ACCOUNT 761110 ACTIVITY CODE (if applicable)

If not to exceed, include amount not to exceed: Two Hundred Eleven Thousand Eight Hundred Fifty Six Dollars and 06/00 (\$211,856.06)

\_\_\_\_\_  
Diane Olson, Auditor-Controller Date: \_\_\_\_\_

(Form approved by County Counsel)



**COUNTY OF SISKIYOU DEPARTMENT OF PUBLIC WORKS**

**PAYMENT BOND**

Page 1 of 3

(Public Work - Civil Code Sections 9550 et seq.)

WHEREAS, the County of Siskiyou ("County") on \_\_\_\_\_, 2022 has awarded Construction Contract Number: \_\_\_\_\_ ("Contract") to the undersigned \_\_\_\_\_, (hereinafter "Contractor"), for work identified as: \_\_\_\_\_ which Contract is hereby incorporated into and made a part hereof; and

WHEREAS, said Contractor is required by the Contract and/or by California Civil Code Section 9550 et seq. to furnish a payment bond in connection with the Contract;

NOW THEREFORE, we, the Contractor, as Principal, and \_\_\_\_\_ ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal, his, her or its heirs, executors, administrators, successors, or assigns approved by County, or its subcontractors, of any contracting tier, shall fail to pay any person or persons named in California Civil Code, Section 9554, then Surety will pay for the same, in or to an amount not exceeding the penal amount hereinabove set forth, and also will pay to the prevailing party if suit is brought upon this bond, reasonable attorney's fees as provided in California Civil Code, Section 9564. This bond shall insure to the benefit of any person or persons entitled to file a claim under California Civil Code, Section 9100 as to give right of action to such persons or their assigns in any suit brought upon this bond.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder, nor any rescission or attempted rescission of the Contract or this bond, nor any conditions precedent or subsequent in the bond or Contract attempting to limit the right of recovery of any claimant otherwise entitled to recover under the Contract or this bond shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety is not released from liability to those for whose benefit this bond has been given, by reason of any breach of the Contract by County or Principal.

**PAYMENT BOND**

Page 2 of 3

Surety’s obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing County’s rights against the others.

IN WITNESS THEREOF, we have hereunto set our hands and seal this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
**(Firm Name – Principal)**

**Affix Seal if Corporation**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(Business Address)**

**By** \_\_\_\_\_  
**(Original Signature)**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**(Corporation Name – Surety)**

**Affix Corporate Seal**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(Business Address)**

**By** \_\_\_\_\_  
**(Signature – Attached Notary’s Acknowledgment)**

\_\_\_\_\_  
**ATTORNEY-IN-FACT**  
**(Title-Attach Power of Attorney)**

**Note: Notary acknowledgment of signatures of Bidder and Surety, and Surety’s Power of Attorney, must be included or attached.**

[C.C. Sections 9100, 9554, 9550, 8600]

**PAYMENT BOND**

Page 3 of 3

**CERTIFICATE OF ACKNOWLEDGEMENT**

State of California, County of Siskiyou

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ before me  
\_\_\_\_\_, a notary public in and for the City / County of  
\_\_\_\_\_, personally appeared  
\_\_\_\_\_, known to me to be the person whose  
name is subscribed to this  
*Attorney-in-fact*

instrument and known to me to be the attorney-in-fact of  
\_\_\_\_\_ and acknowledged to me that he/she  
subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-fact.

\_\_\_\_\_  
**(SEAL) Notary Public**

**COUNTY OF SISKIYOU DEPARTMENT OF PUBLIC WORKS**

**PERFORMANCE BOND**

Page 1 of 3

(Public Work – Public Contract Code Section 20129(b))

WHEREAS, the County of Siskiyou ("County") on \_\_\_\_\_, 2022 has awarded Construction Contract Number: \_\_\_\_\_ ("Contract") to the undersigned \_\_\_\_\_, (hereinafter "Contractor"), for work identified as: \_\_\_\_\_ ("Work") which Contract is hereby incorporated into and made a part hereof; and

WHEREAS, said Contractor is required by the Contract and/ Public Contract Code Sections 20129(b) to furnish a performance bond for the faithful performance of the Contract;

NOW THEREFORE, we, the Contractor, as Principal, and \_\_\_\_\_ ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors or assigns approved by County, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract, including, without limitation, all obligations during the original term and any extensions thereof as may be granted by County, with or without notice to Surety thereof (including, without limitation, the obligation for Principal to pay liquidated damages), all obligations during the period of any warranties and guarantees required under the Contract and all other obligations otherwise arising under the terms of the Contract (such as, but not limited to, obligations of indemnification), all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Whenever Principal shall be, and is declared by County to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by County or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by County as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract (including, without limitation, all obligations with respect to payment of liquidated damages) less the "Balance of the Contract Price" (as hereinafter defined);

PERFORMANCE BOND

Page 2 of 3

subject to the penal amount of this bond as set forth above. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by County under the Contract and any modifications thereto, less the amount previously paid by County to the Principal and less amounts that County is authorized to withhold under the terms of the Contract.

If County determines that completion of the Contract by Surety or its agents or independent contractors must be performed by a lowest responsible bidder selected pursuant to a competitive bidding process, then Surety shall comply with such processes in accordance with the requirements of County and applicable laws. Unless otherwise approved by County, in the exercise of its sole and absolute discretion, Surety shall not utilize Principal in completing performance of the Work.

No right of action shall accrue on this bond to or for the use of any person or entity other than County or its successors or assigns.

In the event any legal proceeding or arbitration is brought upon this bond by County and judgment or award is entered in favor of County as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the County.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing County's rights against the others.

IN WITNESS THEREOF, we have hereunto set our hands and seal this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_

**Affix Seal if Corporation**

**(Firm Name – Principal)**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**(Business Address)**

PERFORMANCE BOND

Page 3 of 3

By \_\_\_\_\_

(Original Signature)

\_\_\_\_\_

(Title)

\_\_\_\_\_

(Corporation Name – Surety)

Affix Corporate Seal

\_\_\_\_\_

\_\_\_\_\_

(Business Address)

By \_\_\_\_\_

(Signature – Attached Notary’s Acknowledgment)

\_\_\_\_\_

ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)

**Note: Notary acknowledgment of signatures of Bidder and Surety, and Surety’s Power of Attorney, must be included or attached.**

[P.C.C. Section 20129(b)]

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, County of Siskiyou

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ before me  
\_\_\_\_\_, a notary public in and for the City / County of  
\_\_\_\_\_, personally appeared  
\_\_\_\_\_, known to me to be the person whose  
name is subscribed to this  
*Attorney-in-fact*

instrument and known to me to be the attorney-in-fact of  
\_\_\_\_\_ and acknowledged to me that he/she  
subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-fact.

\_\_\_\_\_  
(SEAL) Notary Public

## **SISKIYOU COUNTY INSURANCE REQUIREMENTS**

### **1. CONTRACTOR'S LIABILITY INSURANCE**

A. The Contractor will indemnify and hold harmless the County and all other participating public agencies, whether or not said participating agencies are named herein, and all officers and employees of the County and said participating agencies, against any and all claims, demands, causes of action, damages (including damages to County property and property of said participating agencies) cost or liabilities (including cost of liabilities of the County employees), in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from or caused by the performance of the contract, whether such performance by the Contractor, his/her subcontractor or anyone directly or indirectly employed by him/her, except the active negligence of the County or other participating agencies, and the Contractor shall, at his/her sole risk and expense, defend any and all suits, actions or other legal proceedings which may be brought or instituted by third persons against the County, said participating agencies, their officers and employees on any such claim, demand or cause of action, and the Contractor shall pay and satisfy and judgement or decree which may be rendered against the County, said suit, actions, or other legal proceedings. "Participating public agency" as used in this paragraph, shall mean any agency of the United States, the State of California or any City, County or District which has contributed or agreed to contribute money or services in the preparation of plans and specifications for or to defray the costs of the work, or which has jurisdiction over all or any part of the area in which the work is to be performed.

B. Workers Compensation Insurance: This Insurance policy shall cover the full liability of the Contractor in accordance with the provisions of the Labor Code of the State of California. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for the latter's employees.

C. Contractor shall include all subcontractors as insured under its insurance policies. All insurance coverage for subcontractors shall be subject to all of the requirements stated herein.

### **2. TYPES OF INSURANCE COVERAGE**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, employees or subcontractors.

(1) Insurance Services Office Commercial General Liability coverage (occurrence form C G 0 00 1 11 85) or Insurance Services Office form number G L 00 02 covering

Comprehensive General Liability and Insurance Services Office form number G L 0404 covering Broad Form Comprehensive General Liability.

(2) Insurance Services Office Business Auto C coverage form number CA 00 01 01 87 covering Automobile Liability, code 1 “any auto”.

(3) Workers Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.

### **3. MINIMUM INSURANCE LIMITS**

(1) General Liability: \$500,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is issued, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: \$500,000.00 combined single limit per accident for bodily injury and property damage.

(3) Contractor shall maintain a workers’ compensation plan covering all its employees as required by California Labor Code Section 3700, either through workers’ compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.

### **4. DEDUCTIBLES AND SELF-INSURED RETENTION**

Any deductibles or self-insured retention must be declared to and approved by the County. At the option of the County either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### **5. POLICY ENDORSEMENT**

The following endorsement must be attached to the policy:

#### **1. General Liability and Automobile Liability Coverage**



(a) The County, its officers, officials, employees and volunteers are to be covered as insured under the policy.

(b) The Contractor's insurance coverage shall be primary insurance as respect the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

2. **All Coverage**

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

6 ***ACCEPT ABILITY OF INSURERS***

Insurance is to be placed with insurers authorized to do business in the State of California and possess at least a Best's A:X rating or be with a company acceptable to the County of Siskiyou.

The policy shall not contain the so-called "x" "c" "u" exclusions. Prior to commencing work under this contract, the Contractor shall furnish the County with certificated of insurance and with endorsements evidencing coverage required by this contract. All certificates and endorsements shall be received and, in County's sole discretion, approved by County before any other term or condition of this agreement is performed by the Contractor. The County reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide a copy of the BEST'S rating sheet showing the rating of the Contractor's insurance company at the time he/she submits the insurance certificates.

## GUARANTY

The undersigned guarantees to the County of Siskiyou the construction and installation work for:

Project: Hibbard Field Renovations

State Project No. 18-47-001

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, materials furnished, or methods of installation, or should the work of any part thereof fail to operate properly as originally intended and in accordance with the Bid Proposal, due to any of the above causes, all within twelve (12) months after the date on which this Project is accepted by the County, the undersigned agrees to reimburse the County, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said Project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the County, to replace any such material and to repair said work completely without cost to the County, so that said work will function successfully as originally contemplated.

In the event the County elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be furnished and installed within a reasonable time after the receipt of the demand from the County.

If the undersigned shall fail or refuse to comply with his/her obligations under this Guaranty, the County shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

(This Guaranty shall be executed by the successful Bidder. The Bidder may execute the Guaranty on this page at the time of submitting his/her Bid.)

## CERTIFICATION-PREAILING WAGE RATES

Bidder has read the General Conditions, with respect to requirements for paying prevailing wages. Bidder certifies that he/she is aware of the amounts of said prevailing wages as set forth by the Director of the Department of Industrial Relations, State of California, and the United States Department of Labor, and that he/she will insure that all workers employed for the Project, either by him/her or by Subcontracts, are paid not less than prevailing wages for all work done on or connected with this Project.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

**CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for the worker's compensation or to under self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this Contract.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

**FAIR EMPLOYMENT PRACTICES CERTIFICATION**

(This certification shall be executed by the successful Bidder in accordance with instructions in the Fair Employment Practices requirement prior to award of this Contract. The Bidder may execute the certification on this page at the time of submitting his/her Bid.)

TO: THE COUNTY OF SISKIYOU

The undersigned, in submitting a Bid for performing the following work by Contract, hereby certifies that he/she has or will meet the standards of affirmative compliance with the Fair Employment Practices requirements of the Contract.

---

---

(Fill in description of Contract)

---

Name

---

Title

---

Contractor

---

Signature of Bidder

---

Date

---

Business Address

---

Place of Residence

STATE OF CALIFORNIA  
**DRUG-FREE WORKPLACE CERTIFICATION**  
 STD. 21 (REV 12/93) Automated)

**CERTIFICATION**

***I, the official named below, herby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.***

|   |                                      |
|---|--------------------------------------|
| CONTRACTOR/BIDDER FIRM NAME                 | FEDERAL ID NUMBER                    |
| (Authorized Signature)                      | DATE EXECUTED                        |
| PRINTED NAME AND TITLE OF PERSON<br>SIGNING | TELEPHONE NUMBER (Include Area Code) |
| TITLE                                       |                                      |
| CONTRACTOR/BIDDER FIRM'S MAILING<br>ADDRESS |                                      |

The contractor or grant recipient named above hereby certifies with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code 8355(b), to inform employees about all of the following:
  1. The Dangers of drug abuse in the workplace,
  2. The person's or organization's policy in maintaining a drug-free workplace,
  3. Any available counseling, rehabilitation and employee assistance programs, and
  4. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code 8355(c), that everyone who works on the proposed contract or grant:
  1. Will receive a copy of the company's drug-free policy statement, and
  2. Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until \_\_\_\_\_ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

**ADA Notice** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.