

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



626

FROM: Riverside County Department of Waste Resources

SUBMITTAL DATE:
April 28, 2016

SUBJECT: Approval of Contract Documents for OMW-5 and OMW-6 Groundwater Monitoring Well Construction at the Oasis Sanitary Landfill for Fiscal Year 2016/2017. District 4; [\$0 – Waste Resources Enterprise Funds], CEQA Exempt.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15061(b)(3) (General Rule for Exemption), and categorically exempt pursuant to Section 15301 (Existing Facilities) and Section 15304 (Minor Alterations of Land); and
2. Approve the Contract Documents for OMW-5 and OMW-6 Groundwater Monitoring Well Construction at the Oasis Sanitary Landfill for Fiscal Year 2016/2017; and
3. Authorize the General Manager–Chief Engineer of the Riverside County Department of Waste Resources (Department) to advertise for bids.

BACKGROUND:

Summary
(continued)


Hans Kernkamp
General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: Waste Resource Enterprise Funds				Budget Adjustment: No	
				For Fiscal Year: 2016/2017	

C.E.O. RECOMMENDATION:

APPROVE

BY: Steven C. Horn

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

COUNTY

Prev. Agn. Ref.: | **District: 4** | **Agenda Number:**

12-3

FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIAMOS
DATE: 5/5/16

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Contract Documents for OMW-5 and OMW-6 Groundwater Monitoring Well Construction
at the Oasis Sanitary Landfill for Fiscal Year 2016/2017. District 4 [\$0 – Waste Resources
Enterprise Funds], CEQA Exempt.**

DATE: April 28, 2016

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

The Department is required by the California Regional Water Quality Control Board – Colorado Region (CRWQCB) to monitor groundwater at the Oasis Sanitary Landfill. Groundwater elevations have decreased at the site. Existing groundwater monitoring wells are currently dry and the Department is not able to monitor groundwater as required by the California Code of Regulations (CCR Title 27, §20415). To maintain compliance the Department needs to construct two new groundwater monitoring wells at depths that are greater than the existing dry groundwater monitoring wells were constructed to. A C-57 California Contractor's License, which the Department does not have, is required to install groundwater monitoring wells.

California Environmental Quality Act (CEQA) Findings

The Project is exempt from CEQA pursuant to the State CEQA Guidelines Section 15061(b)(3) (General Rule for Exemption), and categorically exempt from CEQA pursuant to Section 15301 Existing Facilities and Section 15304 Minor Alterations of Land. The Project contemplated in this Form 11 involves approval of contract documents identifying the proposed construction of two groundwater monitoring wells at the Oasis Landfill. The Contract Documents including Specifications will be advertised, and ultimately, a contractor will be selected to complete the work (under a separate Board action). The work identified in the Contract Documents including Specifications involves the construction of two ground water monitoring wells, as required by the CRWQCB to monitor groundwater at the Oasis Sanitary Landfill. The two monitoring wells will be located within the landfill property in proximity to existing monitoring wells. The Project involves no expansion of approved uses. This work would not have a direct, indirect, or cumulatively significant effect on the environment. A Notice of Exemption (NOE) to this effect will be filed by the Department with the County Clerk upon Project approval.

Impact on Citizens and Businesses

The contract ensures that the subject landfill maintain compliance with environmental regulations enforced by the CRWQCB.

Additional Fiscal Information

The project contemplated in this Form-11 merely approves contract documents identifying proposed work at the Oasis Sanitary Landfill, as well as authorizes the Department to advertise said contract documents. No expenses will be incurred in FY 16/17 as a result of this action.

Price Reasonableness

The Engineer's estimate for this project is \$75,000 and the action today, if approved, will authorize the Department to pursue competitive bids through the California Public Works Contract process. The Department will then return to the Board of Supervisors to seek approval to award the Contract to the lowest responsible bidder.

CONTRACT DOCUMENTS

OMW-5 and 6 Groundwater Monitoring Well Construction

At the

Oasis Sanitary Landfill

Riverside County, California

Prepared By:



14310 Frederick Street
Moreno Valley, CA 92553

April 2016

FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis

DATE 5/3/16

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Figure 1 – Pre-Bid Meeting Location at the Oasis Sanitary Landfill

Figure 2 – OMW-5 and OMW-6 Groundwater Well Details

Appendixes

Appendix A – Oasis Sanitary Landfill Groundwater Boring Logs

NOTICE TO CONTRACTORS

The Riverside County Department of Waste Resources, hereinafter called "County," invites sealed bids for the

OMW-5 and 6 Groundwater Monitoring Well Construction at the Oasis Sanitary Landfill

Contract Documents may be examined at the County's office at 14310 Frederick Street, Moreno Valley, California, and may be obtained upon payment to the County of \$25 per set, received at the County's office and \$35 per set if mailed by U.S. mail (\$10 mailing cost does not apply when using recipient's mailing account number). No refunds will be made.

Contract Documents are available in a compact disc (CD) in PDF format. The compact disc may be obtained upon payment to the County of \$10 per CD, received at the County office. This digital data is to be used at the Contractor's own discretion. The County is not responsible for the manner in which the Contractor chooses to use the digital data. The County is not responsible for how this digital data might be converted by the Contractor to another format. The Contractor is solely responsible for its use of this digital data. No refunds will be made.

Each proposal must be accompanied by a certified check, cashier's check or bid bond equal to ten percent (10%) of the amount bid, payable to the County of Riverside, as a guarantee that the Contractor will, if awarded the contract, execute a satisfactory contract and furnish the required bonds and provide the required certificates of insurance.

Proposals must be in accordance with these Contract Documents. Proposals must be submitted to the County by 11:00 am on May 31, 2016 at 14310 Frederick Street in Moreno Valley which time and place are fixed for the public opening of bids.

The contract work is to be completed at:

- Oasis Sanitary Landfill, located at 84-505 84th Avenue, Oasis, California.

Refer to Figure 1 for Oasis Sanitary Landfill Vicinity Map. **A mandatory pre-bid meeting will be conducted at the Oasis Sanitary Landfill on June 7, 2016 at 10:00 am.** The meeting location for the pre-bid meeting will be near the main site entrance, as shown on Figure 1.

General prevailing rate of per diem wages and general prevailing rate of per diem wages for holiday and overtime work, including employer payments for health and welfare, pension, vacation, apprentices and similar purposes for each craft, classification or type of workman needed for execution of contracts under the jurisdiction of the County have been obtained by the County from the Director of Industrial Relations of the State of California for the area where the work is to be done. These are on file at the County's office, and will be made available to any interested person upon request.

Contractors submitting proposals for this project shall have a C57 Contractor's license from the State of California and be registered as a well driller with the Riverside County Department of Environmental Health in order to be considered eligible for the contract award.

Dated: _____

RIVERSIDE COUNTY DEPARTMENT
OF WASTE RESOURCES



Hans W. Kernkamp, General Manager - Chief Engineer

INSTRUCTIONS TO BIDDERS

QUANTITIES: The amount of work to be done or materials to be furnished under the Contract as noted in the proposal are but estimates and are not to be taken as an expressed or implied statement that the actual amount of work or materials will correspond to the estimate. The County reserves the right to increase or decrease or to entirely eliminate certain items from the work or materials if found desirable or expedient. The Contractor will be allowed no claims for anticipated profits, loss of profits or for any damages of any sort because of any difference between the estimated and the actual amounts of work done, or materials furnished or used in the completed project. The Contractor is cautioned against unbalancing of his bid by including his overhead into one or two items only when there are a number of items on the schedule. The overhead and indirect charges should be prorated on all items in the schedule.

DISCREPANCIES AND OMISSIONS: Discrepancies, omissions, ambiguities, or requirements likely to cause disputes shall be immediately brought to the attention of the County. When appropriate, Addenda will be issued by the County. No communication by anyone as to such matters except by an Addendum affects the meaning or requirements of the Contract Documents. If at any time (before or after submittal of its bid) the Contractor is of the opinion that there is or may be a discrepancy or inconsistency in the plans, drawings, specifications or other Contract Documents, it shall immediately report this in writing to the County and shall not proceed with any related work until ordered so to do.

WITHDRAWAL OF PROPOSALS: Any proposal may be withdrawn at any time prior to the hour fixed in the Notice to Contractors for the opening of proposals, provided that a request in writing, executed by the bidder or his duly authorized representative, for the withdrawal of such proposal, is filed with the County. The withdrawal of a proposal shall not prejudice the right of a bidder to file a new proposal.

AGREEMENT OF FIGURES: If the unit prices and the total amounts named by the bidder in the proposal do not agree, the unit prices alone will be considered as representing the bidder's intention.

INVALID PROPOSALS: Proposals submitted by fax or telegraph and those which fail to reach the place fixed for opening of proposals prior to the date and hour set for opening will not be considered.

INSPECTION OF SITE AND UNDERSTANDING OF CONTRACT PROVISIONS: Prior to submission of a bid, bidders must have examined the site and fully acquainted themselves with all conditions affecting the work. Information derived from maps, plans or specifications, or from the County, will not relieve the successful bidder from properly carrying out all the terms of the written contract. By the submittal of a proposal, the bidder will be held to have personally examined the site and the drawings, to have carefully read all of the specifications and other Contract Documents, and to have satisfied himself as to his ability to meet all the difficulties attending the execution of the work. The bidder agrees that if he is awarded the contract he will make no claim against the County based on ignorance or misunderstanding of the contract provisions; and that the bidder fully understands the payment method for the work.

QUALIFICATIONS OF BIDDERS: No proposal will be accepted from a Contractor who is not licensed under laws of California, as evidenced by the submittal of the Statement of Licensure. No award will be made to any bidder who cannot give satisfactory assurance to the County as

to his ability to carry out the contract, both from his financial standing and by reason of his previous experience as a Contractor on work of the nature contemplated in the contract.

The bidders shall include a listing of three references attached to the Contractor's Proposal that document prior work, similar to this contract, within the last five years. Each reference shall have an associated project name, work description, contact person, and contact phone number. The County may disqualify a bidder that does not provide references or whose references cannot substantiate the bidder's qualifications. By submission of a bid, the bidders agree to be bound by the County's determination as to whether a bidder is qualified to do the work.

VENDOR REGISTRATION: Contractors must be registered with the County in order to be considered eligible for the Contract award. To register, Contractors may utilize "Vendor Self-Registration" web site at <http://www.purchasing.co.riverside.ca.us>

Information needed in order to register:

1. User name (This person will be responsible for original registration and any future change.)
2. User Password
3. Company information including:
 - a. All Addresses (Corporate, Remit to, Sales, etc)
 - b. Company type (Corporation, partnership, sole proprietorship, etc)
 - c. Tax Identification Number (or social security number for individuals)
 - d. Status (women, minority, Disabled Veteran owned, etc)
 - e. Qualification as a local Riverside County business
 - f. Banking Information for future electronic payment processes
4. Contact Information including:
 - a. Names
 - b. Titles/Positions
 - c. Contact Numbers (Phone, Fax, Cell phone, etc)
 - d. E-Mail address for future correspondences
5. List of items/services you wish to provide to the County.

PROPOSAL FORMS: Attention of all bidders is called to the proposal affidavit forms attached hereto and bidders are cautioned that all proposals submitted must be accompanied by the proper affidavit, properly executed. Proposals must be made on the form furnished by the County.

REJECTION OF PROPOSALS CONTAINING ALTERATIONS, ERASURES OR IRREGULARITIES: Proposals may be rejected if they show any alterations of form, additions not called for, conditional proposals, incomplete proposals, erasures, or irregularities of any kind. Erasures or interlineations in the proposal must be explained or noted over the signature of the bidder.

PUBLIC OPENING OF PROPOSALS: Proposals will be opened and read publicly at the time and place indicated in the Notice to Contractors. Bidders or their authorized agents are invited to be present.

DISQUALIFICATION OF BIDDERS: More than one proposal from an individual, a firm or partnership, a corporation or an association under the same or different names will not be considered. Reasonable ground for believing that any bidder is interested in more than one

proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is any reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in awarding the contract. Proposals in which the prices appear to be unbalanced may be rejected.

ADDENDA: County reserves the right to issue Addenda to the Contract Documents at any time prior to the time set to open bids. Each potential bidder shall leave with the County its name, mailing address and email address for the purpose of receiving Addenda. To be considered, a Contractor's proposal must list and take into account all issued Addenda.

AWARD OF CONTRACT: The County reserves the right to reject any and all proposals or to waive technical defects as the best interests of the County may require. Prior to award of the contract, and if requested by County, the Contractor agrees to meet with the County to review the details and calculations of the Contractor's proposal and the Contractor's understanding of any aspect of the work. The award of the Contract, if it be awarded, will be to the lowest responsible and qualified bidder. The Contract award, if made, will be provided within approximately two (2) to four (4) weeks after the opening of the proposals.

BIDDER'S CHECK OR BOND: Each proposal must be accompanied by a certified or cashier's check, or by a bid bond only on the form supplied by the County, drawn in favor of the County in an amount not less than ten percent (10%) of the total bid. This check or bond shall be given as a guarantee that the bidder, if awarded the contract, will execute and deliver the Contract, the required Payment and Performance Bonds, and the required certificates of insurance in accordance with his bid accepted by the County. In default of execution of the Contract upon award and/or delivery of said Payment and Performance Bonds and certificates of insurance, such Bid Bond or check shall be held subject to payment to the County for the difference in money between the amount of the contract with another party to perform the work, together with the cost to the County of redrafting, redrawing and publishing documents and papers necessary to obtain new bids on said work. The check or bond shall, in addition, be held subject to all other actual damages suffered by the County. The check or bond will be returned upon the close of the period mentioned in these Instructions below and to the successful bidder upon execution of the Contract. **NO BONDS WILL BE ACCEPTED UNLESS SUBMITTED ON THE FORM SUPPLIED BY THE COUNTY.**

FORFEITURE FOR FAILURE TO POST SECURITY AND EXECUTE CONTRACT: In the event the bidder, to whom an award is made, fails or refuses to post the required bonds and provide the required certificates of insurance and fails to return executed copies of the Agreement within five (5) calendar days after the prescribed forms are presented to him for signature, the County may declare the bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to post such security and execute such copies of the Contract and may award the work to the next lowest responsible bidder, or may call for new bids.

RETURN OF PROPOSAL GUARANTEES: Within ten (10) business days after the award of the contract, the County will return the proposal guarantees (bidder's check or bond) accompanying those proposals that are not considered in making the award. All other proposal guarantees will be held until the Contract has been fully executed and the required bonds and certificates of insurance have been provided, after which they will be returned to the respective bidders whose proposal they accompany.

CONTRACT BONDS: The Contractor shall furnish two (2) surety bonds in duplicate, one as a security for the faithful performance of the contract in the amount equal to one hundred percent (100%) of the contract price, and one as security for the payment of all persons performing labor and furnishing materials in connection with the contract in an amount equal to one hundred percent (100%) of the contract price. All bonds must be submitted on forms provided by the County. Bonds submitted in any other form will not be accepted. Should any surety on the Payment Bond or Performance Bond be deemed unsatisfactory by the County, Contractor shall upon notice promptly substitute new bonds satisfactory to the County. All bonds must be issued by sureties which are licensed by the State of California to issue such bonds.

SUBLETTING AND SUBCONTRACTING: Bidders are required, pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Public Contract Code), to list in their proposal the name and location of place of business of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement or a subcontractor who specially fabricates and installs a portion of the work or improvement, in excess of one-half of one percent (0.5%) of the prime Contractor's total bid. Failure to list a subcontractor for a portion of the work means that the prime contractor will do that portion of the work.

"OR EQUAL": Pursuant to Division 2, Chapter 3, Article 5, commencing at Section 3400 of the Public Contract Code, all specifications shall be deemed to include the words "or equal," provided, however, that permissible exceptions shall be specifically noted in the specifications. Any "equal" proposed by the Contractor must be described in the Contractor's Proposal.

ANTI-DISCRIMINATION: It is the policy of the County, that in connection with all work performed under this Contract, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, or sexual preference. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Labor Code Section 1410, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work.

TIME OF COMPLETION AND LIQUIDATED DAMAGES: Please refer to Section 2.1.10 of the Special Provisions.

CONTRACTOR'S PROPOSAL

TO THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE:

The undersigned hereby declares:

- (a) That the only persons or parties interested in this proposal as principals are the following:

(If the Contractor is a corporation, give the name of the corporation and the name of its president, secretary, treasurer, and manager. If a co-partnership, give the name under which the co-partnership does business, and the names and addresses of all copartners. If an individual, state the name and address under which the contract is to be drawn.)

- (b) That this proposal is made without collusion with any other person, firm or corporation.
- (c) That he has carefully examined the location of the proposed work, and has familiarized himself with all of the physical, climatic or other conditions related to the work.
- (d) That he has carefully examined the attached specifications, plans, and other Contract Documents, and makes this proposal in accordance therewith.
- (e) That, if this proposal is accepted, he will enter into a written contract with the County of Riverside.
- (f) That he proposes to enter into such contract and to accept in full payment for the work actually done the prices shown in the attached schedule. It is understood that the quantities listed (except for those shown as "Final" or "Lump Sum") are but estimates only and final payment will be based on actual quantities whatever they may be, subject to such adjustments and alterations as elsewhere provided for in the Contract Documents.

Contractor bids as follows for OMW-5 and 6 Groundwater Monitoring Well Construction at the Oasis Sanitary Landfill.

TOTAL BID AMOUNT: _____ Dollars
(\$ _____)

The itemized total bid amount is complete and attached as Exhibit A.

Accompanying this proposal is a certified check, cashier's check or bid bond payable to the order of the County of Riverside in the sum of _____ Dollars (\$ _____). This amount is not less than ten percent (10%) of the total bid amount.

Contractor acknowledges receipt of Addenda No(s) _____.

Name of Contractor: _____

Address: _____

Telephone: _____

Contractor's License No. and Classification: _____

DIR Registration Number: _____

Signature: _____

Name: _____

Title: _____

Dated: _____

THE REQUIRED REFERENCES AND OTHER DOCUMENTS MUST BE ATTACHED TO THIS PROPOSAL.

LIST OF SUBCONTRACTORS

The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Prime Contractor in or about the construction of the work or improvement, or a subcontractor who specially fabricates and installs a portion of the work or improvement, in an amount in excess of one-half of one percent (0.5%) of the Prime Contractor's total bid and the portion of the work which will be done by each such subcontractor is as follows:

Item No. (s): _____

Name of Subcontractor: _____

Address: _____

Telephone: _____

DIR Registration Number: _____

Item No. (s): _____

Name of Subcontractor: _____

Address: _____

Telephone: _____

DIR Registration Number: _____

Item No. (s): _____

Name of Subcontractor: _____

Address: _____

Telephone: _____

DIR Registration Number: _____

STATEMENT OF LICENSURE

Pursuant to California Public Contract Code (commencing with Section 3300), the undersigned does certify as follows:

1. That the pocket license/certificate of licensure I have presented to County as of this date is my own license, being State of California Contractors License No. _____;
2. That said Contractors License is current and valid; and
3. That said Contractors License is of a classification appropriate to the work to be undertaken for County, a Class _____ license.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____ Signature: _____

Name: _____

Title: _____

BID BOND

Recitals:

1. _____ (Contractor) has submitted its Contractor's Proposal to the County of Riverside, by and for the Department of Waste Resources, for the construction of the public works known as OMW-5 and 6 Groundwater Monitoring Well Construction at the Oasis Sanitary Landfill, in accordance with a Notice to Contractors, dated INSERT DATE, 2016.
2. _____ a _____ corporation, hereafter called Surety, is the surety on this Bond.

Agreement: We, Contractor as principal and Surety as surety, jointly and severally agree and state as follows:

1. The amount of the obligation of this Bond is 10% of the amount of the Contractor's Proposal and inures to the benefit of County.
2. This Bond is exonerated by (1) County rejecting said Proposal or, in the alternate, (2) if said Proposal is accepted, Contractor executes the Agreement and furnishes the Bonds and certificates of insurance as agreed to in its Proposal, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to act as agreed to in its Proposal.
3. Surety, for value received, stipulates and agrees that its obligations hereunder shall in no way be impaired or affected by any extension of time within which County may accept the Proposal and waives notice of any such extension.
4. This Bond is binding on our heirs, executors, administrators, successors and assigns.

Dated: _____

By: _____	By: _____
Title: _____	Title: _____
(Surety)	(Contractor)

NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledge by a notary (attach acknowledgments).

AGREEMENT

THIS AGREEMENT is made as of _____ (date)
and is between the COUNTY OF RIVERSIDE (County) and _____
(Contractor).

IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. The Work. Contractor shall furnish all tools, equipment, apparatus, facilities, labor and material necessary to perform the work for the project, OMW-5 and 6 Groundwater Monitoring Well Construction at the Oasis Sanitary Landfill, in exact conformity with the Contract Documents, subject to such inspection as County deems appropriate.
2. Contract Documents. The Contract Documents for the project are:
 - (a) Notice to Contractors;
 - (b) Instructions To Bidders;
 - (c) Contractor's Proposal;
 - (d) Agreement;
 - (e) Bid Bond;
 - (f) Performance Bond;
 - (g) Payment Bond;
 - (h) General Provisions;
 - (i) Special Provisions;
 - (j) Appendixes;
 - (k) Standard Specifications for Public Works Construction, 2015 Edition, with Amendments;
 - (l) any other documents included in or incorporated into the Contract Documents;
 - (m) Addenda Nos. _____;
 - (n) Orders, instructions, drawings and plans issued by County during the course of the work in accordance with the provisions of the Contract Documents.
3. Each of the above-mentioned documents presently in existence are by this reference incorporated into this Agreement and each of these documents not now in existence are incorporated herein as of the time of their issuance.
4. Contract Price - Payment. Exhibit A is attached to and incorporated into this Agreement and states the basis for full payment to Contractor. Contractor represents that it fully understands the payment method for the work.

RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES
14310 Frederick St.
Moreno Valley, CA 92553

By: _____
Hans W. Kernkamp
General Manager – Chief Engineer

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

By: _____
Deputy

(Seal)

Contractor

By: _____
(Signature)

Name: _____

Title: _____
(If corporation, attach corporate seal)

EXHIBIT A

Project: OMW-5 and 6 Groundwater Monitoring Well Construction at the Oasis Sanitary Landfill

This exhibit is the basis for the total bid amount proposed by the Contractor for the above referenced project. It is understood that the quantities listed (except for those shown as "Final" or "Lump Sum") are estimates only and final payment will be based on actual quantities whatever they may be, subject to such adjustments and alterations as elsewhere provided in the Contract Documents.

Item No.	Description	OMW-5	OMW-6	Total Quantity	Unit	Unit Cost	Item Cost
		Qty	Qty				
1	Mobilization	1	0	1	LS		
2	Borehole Drilling and Sampling	174	174	348	LF		
3	Install well screen	50	50	100	LF		
4	Install well casing	115	115	230	LF		
5	Install filter pack	60	60	120	LF		
6	Install transition sand	5	5	10	LF		
7	Install pellet annular seal	5	5	10	LF		
8	Install grout annual seal	84	84	168	LF		
9	Install sanitary seal	20	20	40	LF		
10	Install above ground well head protection	1	1	2	EA		
11	Well development	8	8	16	HR		
12	Drill rig standby	2	2	4	HR		
13	Rock clause drilling	2	2	4	HR		
14	Demobilization	0	1	1	LS		
Total Cost							

PERFORMANCE BOND

Recitals:

1. _____
(Contractor) has entered into an Agreement dated _____ with the COUNTY OF RIVERSIDE (County) for construction of the public work known as OMW-5 and 6 Groundwater Monitoring Well Construction at the Oasis Sanitary Landfill (Project).
2. _____, a corporation (Surety), is the surety under this Bond.

Agreement: We, Contractor as principal, and Surety as surety, jointly and severally agree, state, and are bound unto County, as obligee, as follows:

1. The amount of the obligation of this Bond is 100 percent (100%) of the estimated contract price for the Project of \$_____ and inures to the benefit of County.
2. This Bond is exonerated by Contractor doing all things to be kept and performed by it in strict conformance with the Contract Documents for the Project, otherwise it remains in full force and effect for the recovery of loss, damage and expense of County resulting from failure of Contractor to so act. All of said Contract Documents are incorporated herein.
3. This obligation is binding on our successors and assigns.
4. For value received, Surety stipulates and agrees that no change, time extension, prepayment to Contractor, alteration or addition to the terms and requirements of the Contract Documents or the work to be performed there under shall affect its obligations hereunder and waives notice as to such matters, except the total contract price cannot be increased by more than 25% without approval of Surety. (If the total contract price is inadvertently increased by more than 25% without approval of Surety, this performance bond will remain in effect for that portion of the contract existent prior to the 25% exceedance).

THIS BOND is executed as of _____.

Dated: _____

SURETY

CONTRACTOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledge by a notary (attach acknowledgments).

PAYMENT BOND

(Public Work - Civil Code, Section 3247 et seq.)

The makers of this Bond are _____ as Principal and Original Contractor and _____ a corporation, authorized to issue surety bonds in California, as Surety, and this bond is issued in conjunction with that certain public works contract dated _____, between Principal and the COUNTY OF RIVERSIDE (County), a public entity, for \$ _____, the total amount payable. THE AMOUNT OF THIS BOND IS 100 PERCENT OF SAID SUM. Said contract is for the public work known as OMW-5 and 6 Groundwater Monitoring Well Construction at the Oasis Sanitary Landfill (Project). The beneficiaries of this Bond are as is stated in Section 3248 of the Civil Code and Sections 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

Dated: _____

SURETY

CONTRACTOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

NOTE: This Bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledge by a notary (attach acknowledgments).