MINUTE ORDER

TO: MIKE EDWARDS, Public Works Director
FROM: MARGIE WILLIAMS, Clerk of the Board
SUBJECT: Landfill Soil Cover Bids; Res. 99-372

THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, CALIFORNIA,

ADOPTED THIS Order on December 14, 1999

ACTION AND VOTE:

B) Reject the Bids Received for Purchase of Landfill Soil Cover on November 15, 1999, Project No. PW 99-17, Adopt Revised Bid Documents, Set New Bid Date of January 10, 2000 and Authorize the Public Works Director to Execute a Contract with the Bidder Whose Bid is in the Best Interest of the County (Continued from 12/7/99)

BOARD ACTION: Discussion was held, and Mike Edwards advised of alternative actions available to the Board, and referred to a memorandum from County Counsel to the Board and Public Works relative to the options. Jeff Green, County Counsel, explained the formal and informal bid processes and the options available to the Board. (M)Balmain, (S)Stewart Res. 99-372 adopted waiving the formal bid process; direction was given for Public Works to use the informal bid process and a purchase order agreement; and the bids received for the purchase of landfill soil cover on November 15, 1999, were rejected. It was clarified that this direction would not preclude Public Works from purchasing from different vendors depending on the price and availability of material. Ayes: Reilly, Balmain, Stewart, Pickard, Excused: Parker.

cc: Jeff Green, County Counsel
Ken Hawkins, Auditor
File
TO: MIKE EDWARDS, Public Works Director
FROM: MARGIE WILLIAMS, Clerk of the Board
SUBJECT: Landfill Soil Cover Bids

THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, CALIFORNIA,

ADOPTED THIS Order on December 7, 1999

ACTION AND VOTE:

Mike Edwards, Public Works Director;
   A) Reject the Bids Received for Purchase of Landfill Soil Cover on
November 15, 1999, Project No. PW 99-17, Adopt Revised Bid Documents, Set New Bid Date of January
10, 2000 and Authorize the Public Works Director to Execute a Contract with the Bidder Whose Bid is in
the Best Interest of the County

BOARD ACTION: Discussion was held relative to the request, the bid specifications and requirements,
and options.
   (M)Balmain, (S)Reilly, to accept the low bid of $7.30 per cubic yard from Outback Materials, was
withdrawn by maker and second, following further discussion.
   (M)Reilly, (S)Stewart, to reject the bids and approve actions as requested by Public Works – Supervisor
Stewart withdrew his second to the motion, and the motion was seconded by Supervisor Pickard (who
passed the gavel); failed by the following vote: Ayes: Reilly, Pickard; Noes: Balmain, Stewart, Parker.

Board concurred with continuing this matter to December 14, 1999; with direction to staff to bring back
more information on the issues that were raised: 1) investigate the alternatives to the formal bid process;
and 2) look into the options of setting a fixed price for cover material.

cc: Jeff Green, County Counsel
    Ken Hawkins, Auditor
    File
RECOMMENDED ACTION AND JUSTIFICATION:  
(Policy Item: Yes ___ No X ___)
Reject the bids received for purchase of landfill soil cover on November 15, 1999, Project No. PW 99-17, adopt revised bid documents, set new bid date of January 10, 2000 and authorize the Public Works Director to execute a contract with the bidder whose bid is in the best interest of the County.

This action is necessary to address some points of clarification that arose following the opening of bids on November 15, wherein the low bidder had to be disqualified for not bidding on the specified material, even though his material was suitable as landfill cover. There are insufficient funds available in the Solid Waste Enterprise to award the contract to the second lowest bidder.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On October 12, 1999 the Board was informed that Public Works was soliciting formal bids for the purchase of landfill cover. The bids were received on November 15 (see Attachment #1). The lowest bid included a qualification stating that the soil material in their bid did not meet the specified gradation but that it was of good quality for landfill cover (see Attachment #2). Public Works investigated the material source and found it acceptable (in fact their source had been used at the landfill in the past with excellent results). A Notice of Award for a contract was therefore issued (see Attachment #3). The second lowest bidder challenged this decision verbally and County Counsel was asked for an opinion. Counsel feels the bid documents did not allow enough flexibility to award a contract for soil that did not meet the specifications. Therefore, Public Works rescinded the award of the contract (see Attachment #4).

Since the stockpile of soil at the landfill was nearly depleted, Public Works conducted an informal bid process and issued a Purchase Order to Outback Materials for interim soil material (see Attachment #5). A revised set of bid documents were prepared for Board review and approval, with changes made to the soil gradation criteria and a process for submitting alternative bids for non-spec material (see Attachment #6).

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
1. Award the contract to Outback Construction based on the current bid price of $7.30 per yard. This would be contrary to County Counsel's advice.

2. Award the contract to Mark Long Tractor Works for a price of $10.00 per yard. This would cause a budget overrun in the Solid Waste Enterprise. (The budget was based on an approximate cost of $7.00 per yard.)

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<td>C. Required additional funding&gt;</td>
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<td>B. Reserve for contingencies&gt;</td>
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<td>C. Source description: &gt;</td>
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<td>Balance in Reserve Contingencies, If Approved:</td>
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SPECIAL INSTRUCTIONS:
List the attachments and number the pages consecutively:
1. Bid summary
2. Outback Construction's proposal & qualification letter
3. Notice of Award
5. Purchase Order for interim soil material
6. Revised Bid Documents
CLERK'S USE ONLY
Res. No.: 99-372 Ord. No.: ________
Vote - Ayes: _______ Noes: __________
Absent: _______ Abstained: _______
   Approved  Denied
☑ Minute Order Attached ☐ No Action Necessary
The foregoing instrument is a correct copy of the original on file in this office
Date:

ATTEST:

MARGIE WILLIAMS, Clerk of the Board
By: ____________________________
   Deputy

ADMINISTRATIVE OFFICER'S RECOMMENDATION:
This item on agenda as:

☐ Recommended
☐ Not Recommended
☐ For Policy Determination
☐ Submitted with Comment
☐ Returned for Further Action
Comment: ______________________________________

C.A.O. Initials: ____________________________
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<tr>
<td>Mark Long</td>
<td>$10.00</td>
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<tr>
<td>W. Jaxon Baker</td>
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COUNTY of MARIPOSA

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 FAX (209) 966-2828

September 29, 1999

MICHAEL D. EDWARDS
Director

BID FORM

Project No. PW 99-17

Provide Soil Cover Materials specified under the section, Materials delivered to the landfill:

Unit Price, per cubic yard: $ 7.30
Total Bid, 15,000 cubic yards: $109,500.00

This is a formal bid, in accordance with the recently enacted Mariposa County Ordinance # 886 and the California Uniform Construction Cost Accounting Act. Bids must be received prior to Monday, November 15, 1999 at 10:00 a.m. at the Public Works office located at the above address. Project will be awarded within 30 days of bid opening. Bid documents may be obtained from the Mariposa County Public Works Department Office at a non-refundable cost of $5.00. The office is located at 4639 Ben Hur Road, Mariposa, CA 95338.

A bid bond, in the amount of ten percent (10%) of the total bid must accompany the bid.

This is a Public Works Project. In accordance with the provisions of Sections 1770-1774 of the Labor Code, the contractor and any subcontractors shall conform to the general prevailing rate of wages as determined by the Director of Industrial Relations. County Counsel has determined that the prevailing wage requirements apply to the delivery trucks but that the County does not have the authority to require the contractor to pay prevailing wage to individuals operating equipment at the point of origin of the soil.

The contractor will be required to provide one million dollars ($1,000,000) of general liability insurance and one million dollars ($1,000,000) of vehicle liability insurance should he be awarded the work. Said insurance shall be provided by the contractor prior to the County providing a "Notice to Proceed."

Payment for the above-quoted "Landfill Soil Cover Material" shall be at a unit price per cubic yard delivered.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 23 United States Code, Section 112 Non-Collusion Affidavit and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

We have received the following advice from the California State Contractor's Licensing Board:
"As long as the contractor is loading and hauling cover material from his own property, he does not need a contractor's license for the work described in Mariposa PW 99-17"

OUTBACK INC. DBA OUTBACK CONSTRUCTION

Date: 11/12/99

Signature: By [Signature]

Bidder: OUTBACK CONSTRUCTION

Address: Box 999

O'NEALS, CA 93645

NOTE: CALIFORNIA CONTRACTOR'S LICENSE # 254253

The County reserves the right to award the contract to the bidder whose bid, including required submittals, is in the best interest of the County, even though it may not necessarily be the lowest price bid.
County of Mariposa  
Department of Public Works  
Mariposa, California  

Subject: Bid on Project no. PW 99-17 QUALIFICATION

We are submitting herewith BSK test results (identified as Mt. Gaines Overburden) of a representative sample of the material we are proposing for this project. Although the material is coarser than the specified grading, we wish to state that the coarse particles are of a shaley nature, and will degrade when worked with a dozer. Furthermore, the presence of the shale will provide better workability of this material during wet conditions.

Outback Construction,  

J. Nick Goldman, RMO
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NOTICE OF AWARD

Mr. J. Nick Goldman
Outback Construction
P. O. Box 999
O'Neals, CA 93645

RE: Landfill Soil Cover Material – PW 99-17

Dear Mr. Goldman:

Please consider this your Notice of Award for the above-referenced Public Works' project in the amount of $109,500.

I have reviewed your source of soil for the contract, as well as the additional sieve analysis. I found this proposed material to be ideal for use as landfill cover, and hereby approve this source although it did not meet the specified sieve analysis. I have made this finding in accordance with the note at the bottom of the Bid Form.

Enclosed for your signature are three contracts. Please return all three copies along with your bond and insurance certificates as soon as possible. One fully executed contract will be returned to you for your file.

I look forward to working with you towards a successful completion of the project. Should you have any questions regarding this project, please feel free to call me.

Sincerely,

Michael D. Edwards
Public Works Director

dp

Enclosures as noted

cc: Thomas J. Starling, Solid Waste Coordinator
MEMO

TO: Bidders on PW #99-17, Landfill Soil Cover
FROM: Michael D. Edwards, Public Works Director
SUBJECT: Status of Bids Received on 11-15-99

A Notice of Award was issued to the low bidder, Outback Construction, on November 18, 1999. (See copy of attached Notice of Award.) That Notice is hereby rescinded.

I issued the Notice in error based on my interpretation of the intent in the bid specifications to award the contract for soil material that did not meet gradation specifications, if same was in the “best interest of the County.” County Counsel has determined that the bid specifications did not allow that degree of flexibility.

Therefore, on December 7, 1999 (the date of the next Board of Supervisors meeting), I will request that the Board reject the bids, as there is insufficient funding available to award the contract to the second lowest bidder. I will also ask the Board to approve a new set of bid documents and direct that the soil purchase be re-bid.

It is possible that the Board could choose to award the contract based on the bids received on November 15, if they make findings differing from County Counsel or provide funding to award to a higher bidder. I will therefore hold your bids and bid security until that time. If the Board chooses to re-bid the project, I will return your bid security to you immediately. In that instance, you will be asked to kindly prepare a new bid.

In the interim, I have issued a Purchase Order to Outback Materials to provide up to 4,000 cubic yards of soil-cover material at the landfill. (See attached Purchase Order.) This was based on an informal bid process.
Thank you for your cooperation in this regard. Please do not hesitate to call if you have any questions.

ds

Enclosures as noted

cc: Jeff Green, County Counsel
    Board of Supervisors, (with bid summary)
**Mariposa County**
Department of Public Works
4639 Ben Hur Road
Mariposa, Calif. 95338
(209) 966-5356

**Vendor**
Outback Materials
P.O. Box 999
O'Neals, CA 93645

**Ship To**

**Date** 11-23-99

**Project #99-17**

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<td>UP TO 4,000 CU YDS (TRUCK MEASURED) OF SOIL FOR LANDFILL COVER FROM PRE-APPROVED SOURCES AT Mt. Gaines Mine or Long Ranch Mine</td>
<td>$7.30 CU YD</td>
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**Instructions and Conditions**

1. Please acknowledge promptly upon receipt of order.
2. Sellor warrants goods shipped in accordance with applicable provisions of the labor standards act.
3. No charges for packing or crating will be accepted unless previously agreed on.
4. Invoice promptly.

GBF 1A73N
COUNTY of MARIPOSA
4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 FAX (209) 966-2828

November 29, 1999

MICHAEL D. EDWARDS
Director

BID FORM

Project No. PW 99-17

Provide Soil Cover Materials specified under the section, Materials delivered to the landfill:

Unit Price, per cubic yard: $ __________

Total Bid, 15,000 cubic yards: $ __________

This is a formal bid, in accordance with the recently enacted Mariposa County Ordinance # 886 and the California Uniform Construction Cost Accounting Act. Bids must be received prior to Monday, January 10, 2000 at 10:00 a.m. at the Public Works office located at the above address. Project will be awarded within 30 days of bid opening. Bid documents may be obtained from the Mariposa County Public Works Department Office at a non-refundable cost of $5.00. The office is located at 4639 Ben Hur Road, Mariposa, CA 95338.

A bid bond, in the amount of ten percent (10%) of the total bid must accompany the bid.

The contractor will be required to provide one million dollars ($1,000,000) of general liability insurance and seven hundred fifty thousand dollars ($750,000) of vehicle liability insurance should he be awarded the work. Said insurance shall be provided by the contractor prior to the County providing a "Notice to Proceed."

Payment for the above-quoted "Landfill Soil Cover Material" shall be at a unit price per cubic yard delivered.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 23 United States Code, Section 112 Non-Collusion Affidavit and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct. We have received the following advice from the California State Contractor's Licensing Board:
"As long as the contractor is loading and hauling cover material from his own property, he does not need a contractor's license for the work described in Mariposa PW 99-17"

Date:______________  Signature:________________________
Bidder:_____________________
Address:_____________________

NOTE:

The bidder may submit cost proposal(s), attached to this form, for alternate source(s) of soil cover material that do not meet the material gradation specifications, at the bidders discretion. The required submittals shall be included for any alternative proposal. If said proposal(s) appears to be in the best interest of the County, the County will retain a qualified, independent civil engineer to evaluate the proposed material for suitability for landfill cover. The County reserves the right to award the contract to the bidder whose bid or alternative proposal is in the best interest of the County.
SPECIFICATIONS

SOIL COVER MATERIAL FOR LANDFILL
PROJECT NO. PW 99-17
December 1999

Scope of Work

The work consists of supplying approximately 15,000 cubic yards of loose soil material per year for cover material to the Mariposa County Landfill. Contractor should be aware that slightly less or slightly more cover material may be required. Material will be provided by the contractor, hauled to the landfill, and dumped at a location as directed by the Public Works Department. The contract shall be for one year, renewable for up to five years total.

Performance

The contractor shall furnish all labor, materials, tools, equipment, incidentals required to deliver the specified cover material to the Mariposa County Landfill and dump the material at the locations specified by the landfill operator (currently the landfill operator is Total Waste Systems of Mariposa, Inc.) The contractor will be expected to cooperate with the landfill operator. If problems between the contractor and the landfill operator arise, they will be arbitrated by the Public Works Department.

Contractor is assured that the dump location at the landfill shall be accessible under adverse winter weather conditions.

The contractor shall be responsible for all applicable local, state and federal permits, such as grading, mining, and reclamation permits at his barrow site and transportation permits. Evidence of such permits shall be presented to the Public Works Department on demand, prior to hauling material from any specific barrow site.

If a haul route is across private land or privately maintained roadways, the contractor shall show evidence of responsibility for civil law issues such as maintenance, dust control or possible nuisance claims. The contractor shall submit a letter with his bid, agreeing to maintain any private road to the condition existing at the start of haul, and to provide dust control as directed by the Department of Public Works.

Beginning of Work and Time of Completion

Contractor shall begin work as soon as feasible after approval from the Mariposa County Director of Public Works, and shall diligently prosecute the same from Notice to Proceed (approximately January 17, 2000) through January 31, 2001. The contractor shall regularly deliver a minimum of 235 cubic yards and a maximum of 400 cubic yards of material per week. Deliveries of less than this amount are acceptable in the event of inclement weather and a good faith effort has been made by Contractor. Larger, less frequent deliveries, will be allowed if the Public works Director determines that adequate space exists at the landfill at that time for the material to be stockpiled. In addition, the contractor shall stockpile a minimum of 1200 cubic yards of material at the landfill site and prior to November 1 of each year for winter cover.

The Public Works Director shall have the right to direct the temporary suspension of haul operations due to adverse weather conditions or conditions at the landfill resulting from adverse weather.
Materials

Soil cover material shall be of a nature that is not erosive when disturbed and is workable by heavy equipment when dry or moderately wet. On a periodic, unannounced basis, Public Works personnel will sample the material delivered to the landfill site. The desired material will have the following properties:

- All material shall have a particle size of 6 inches or less and at least 75 percent shall be of particle size 3 inches or less. The material shall be free of organic or other deleterious materials.

- Material shall have a maximum of 60 percent passing the No. 4 sieve, a maximum of 40 percent passing the No. 200 sieve and a minimum of 10 percent passing the No. 200 sieve.

- Material shall have a maximum Plasticity Index of 25 and minimum Plasticity Index of 5.

The County reserves the right to field review and sample any or all cover material that is proposed by bidders prior to awarding a contract. If a proposed material source does not meet the above gradation specifications, and the County determines it may be suitable, the County will retain an independent civil engineer to evaluate same for suitability. If the contract is awarded based on material that is suitable but does not meet the above specifications, the independent civil engineer will prepare new gradation specifications to be followed by the contractor.

If the landfill operator questions that a truck load does not meet the material gradation specifications, he will request that a small amount (approximately one cubic yard) be dumped in a special location and identified with a stake showing date and time of delivery. He will then request that a Public Works technician come out and collect a sample for testing. If the sample shows that the load was not in compliance, the entire truck load shall not be included in payment quantities. The Public Works Department may require the contractor to remove unusable material from the landfill.

If the sample testing shows failure to meet the above requirements (consecutive samples from three truck loads), the contract shall be subject to cancellation, at the option of the County.

Submittals

The following information is required to be submitted with the bid:

1. Proposed source of all materials. The contractor shall describe the source of all materials proposed to be used. He shall submit a map showing the location of the barrow area. The contractor shall provide an estimate of the total amount (cubic yards) of soil cover material available at the source identified.

2. Complete description of equipment proposed. The contractor shall list the make and size of all equipment he proposes to use for hauling material to the landfill.

3. Provide a detailed description of the expected haul route from the barrow location to the landfill. If the haul route is over private land or privately maintained roadways, provide a statement of responsibility for same.
4. With his bid, the contractor shall provide a description of his permit status, and when he expects to receive all required permits if he does not have permits completely in place at the time of the bid. Contractor shall provide evidence to the Public Works Department that he has an interim permitted source of material sufficient to provide material until permits are received. Contractor shall provide evidence of all required transportation or haul permits.

5. Certification that the contractor can deliver up to 400 cubic yards per week (except for time of inclement weather) and in addition can stockpile a minimum of 1200 cubic yards prior to November 1 of each year of the contract.

Payment

Payment for this work shall be made on a monthly basis, within 45 days after an acceptable invoice is submitted from the contractor to the County. Note that payment will be made on a per-cubic yard basis as measured in the truck. Contractor shall request and receive a weight tag from the landfill scale house with each delivery of cover material, which shall clearly identify the specific truck making the delivery. The County will determine the volume capacity of each truck used by Contractor. Weighing of the trucks will not be necessary. Payment will not be made for truck loads which are not full. Contractor shall submit weight tags with monthly invoices.

Contract

The successful bidder shall sign the contract contained in these specifications. The contractor shall provide a performance bond prior to commencing work. A copy of an acceptable bond form is attached. The contractor may also submit the performance bond on forms normally used by sureties licensed to conduct business in California. Alternatively, the contractor may submit a cash bond, in the form of a certified check.

The contractor shall provide evidence of workers' compensation insurance and shall provide $1,000,000 of general liability insurance and $750,000 of vehicle liability insurance, indemnifying the County of Mariposa, with respect to this project.

Bonds

Prior to commencing work, the contractor shall provide a performance bond in the amount of twenty percent of the total annual award amount. This bond can be either a surety or cash bond, as described above. If the contractor does not have his permits in place at the time of commencing work, but is relying on an interim source of permitted material, his bid bond will be retained until all permits are in place or until his interim source is depleted. If the interim source is depleted before permits are in place and the contractor is unable to perform the contract obligations, the bid bond will be forfeited, as well as the performance bond. If the contractor with the winning bid is unable to initiate the contract because his permits are not in place, and he has no interim source of permitted material, his bid bond shall be forfeited.

Bonds shall not be forfeited if other property owners along a private road obtain an injunction against hauling, provided the Contractor has maintained the road to its preexisting condition and provided adequate dust control and has made good effort to alleviate nuisance conditions.
Contract Renewal

At the County's discretion, and with the approval of the contractor, the contract may be renewed up to a total of 5 years, without rebidding. In the event of renewal, the maximum increase in the unit price of material shall be limited to the Consumer Price Index (CPI) as published by the California Integrated Waste Management Board (CIWMB). (See Section 4.06 of the Contract and Exhibit A.)
CONTRACT FOR SERVICES

This AGREEMENT made this ____ day of ______________, 2000 between:

COUNTY: County of Mariposa, care of the Department of Public Works, having a principal place of business at 4639 Ben Hur Road, Mariposa, California 95338.

and

CONTRACTOR:

ARTICLE 1. TERM OF CONTRACT

1.01 Contract Term: This agreement will become effective on ___________ 2000 and will continue in effect until ___________, 2001 unless renewed as allowed below or terminated in accordance with the provisions of Article 7 of this agreement.

1.02 This contract can be renewed annually, in accordance with the specifications, without rebidding, by the mutual agreement of the parties, for up to a total of five years. Contractor must notify County 90 days in advance of the yearly renewal date that he wishes to renew the Contract. The County shall also notify the Contractor 90 days in advance whether it wishes to renew the contract.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employers and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

3.01 Specific Services: Contractor agrees to furnish all materials, and equipment for delivering cover material to the landfill, in accordance with Bid Form Project No. PW 99-17, approved submittals required with bid, and attached specifications dated December 1999.

3.02 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services. County shall not have
the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

3.03 Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this agreement. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of these assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

ARTICLE 4. COMPENSATION

4.01 Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor:

Unit Price, ($/cubic yard): $_______, for the material as specified.

4.02 Invoices: Contractor shall submit invoices for all services rendered.

4.03 Date for Payment of Compensation: Payment shall be made within 45 days of invoices being submitted from the Contractor to the County, and approval and acceptance of the work by the Director of Public Works.

4.04 Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of equipment provided by Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall be responsible for no expense incurred by Contractor in performing services for County.

4.05 Non Performance: The County will not pay for any truckload of material from which a sample is taken if said sample does not meet the material quality specifications.

4.06 Renewal Price: If the contract is renewed without rebidding, in accordance with Section 1.02, the maximum increase in the unit price of material shall be limited to the Consumer Price Index (CPI) for the previous calendar year as published by the California Integrated Waste Management Board (CIWMB). A copy of the attached letter from CIWMB (exhibit A) provides the basis of the CPI.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

5.01 Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this agreement. Contractor is not required to purchase or rent any tools, equipment or services from County.
5.02 **Workers' Compensation**: Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

5.03 **Indemnification of Liability**: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of general liability insurance in the minimum amount of **one million dollars** ($1,000,000) to cover any such claims. In addition, Contractor also agrees to maintain a policy of vehicle liability insurance in the minimum amount of **seven hundred fifty thousand dollars** ($750,000) to cover any claims.

5.04 **Assignment**: Neither this agreement nor any duties or obligations under this agreement may be assigned by Contractor without the prior written consent of County.

5.05 **State and Federal Taxes**: As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractors payments;

b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;

c. County will not withhold state or federal income tax from payment to Contractor;

d. County will not make disability insurance contributions on behalf of Contractor;

e. County will not obtain workers' compensation insurance on behalf of Contractor.

**ARTICLE 6. OBLIGATION OF COUNTY**

6.01 **Cooperation of County**: County agrees to comply with all reasonable requests of Contractor (and provide access to all documents reasonably) necessary to the performance of Contractor's duties under this agreement.

6.02 **Assignment**: Neither this agreement nor any duties or obligations under this agreement may be assigned by County without the prior written consent of contractor.
ARTICLE 7. TERMINATION OF AGREEMENT

7.01 **Termination on Occurrence of Stated Events:** This agreement shall terminate automatically on the occurrence of any of the following events:
   1. Bankruptcy or insolvency of either party;
   2. Death of Contractor.

7.02 **Termination by County for Default of Contractor:** Should Contractor default in the performance of this agreement or materially breach any of its provisions, County, at County’s option, may terminate this agreement by giving written notification to Contractor.

7.03 **Conditions of Default:** Failure to maintain required permits, bonds, insurance coverage, failure to perform haul road maintenance if required, and failure to meet the material specifications as outlined in the bid documents shall be considered a material default in performance.

ARTICLE 8. GENERAL PROVISIONS

8.01 **Notices:** Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.

8.02 ** Entire Agreement of the Parties:** This agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

8.03 **Partial Invalidity:** If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

8.04 **Attorney’s Fees:** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable attorney’s fees,
which may be set by the court in the same action or in a separate action bought for that purpose, in addition to any other relief to which that party may be entitled.

8.05 Governing Law: This agreement will be governed by and construed in accordance with the laws of the State of California.

Executed at Mariposa County, California, on the date and year first above written.

CONTRACTOR: ........................................

Company Name: ........................................

By: ........................................

(Signature)

(Typed/Printed Name)

Date: ........................................

COUNTY: County of Mariposa

By: ........................................

Michael D. Edwards

Director of Public Works

Date: ........................................

Social Security or Taxpayer Identification Number ........................................

Contractor Number ........................................

Approved As to Form:

Jeffrey G. Green

Mariposa County Counsel
FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS the County of Mariposa has awarded to 
as principal, hereinafter designated as Contractor, the attached Contract for the work described as follows:

AND WHEREAS, Contractor is required to furnish a bond in connection with said Contract guaranteeing faithful performance thereof:

NOW THEREFORE, we the undersigned Contractor and Surety are held and firmly bound unto the County of Mariposa in the sum of 
to be paid to said County or its certain Attorney, its successors and assigns; for 
which payment, well and truly to be made, we bind ourselves, our heirs, executors 
and administrators, successors or assigns, jointly and severally, firmly by these 
presents.

THE CONDITION of this obligation is such that if the above bounden Contractor, his 
or its heirs, executors, administrators, successors or assigns, shall in all things stand 
to and abide by, and well and truly keep and perform the covenants, conditions and 
agreements in the foregoing contract and any alteration thereof made as therein 
provided on his or their part to be kept and performed, at the time and in the manner 
therein specified, and in all respects according to their true intent and meaning, and 
shall indemnify and save harmless the County, its officers and agents, as therein 
stipulated, then this obligation shall become and be null and void; otherwise, it shall 
be and remain in full force and effect.

No prepayment or delay in payment and no change, extension, addition, or alteration 
of any provision of said Contract or in the specifications agreed to between the 
Contractor and the County and no forbearance on the part of County shall operate to 
relieve any surety from liability on this bond, and consent to make such alterations 
without further notice to or consent by any such surety is hereby given.

IN WITNESS WHEREOF we have hereunto set our hand and seals on this ______day 
of ____________, 19__.

CONTRACTOR

SURETY

Attorney in Fact
TO ALL OPERATORS/OWNERS OF SOLID WASTE LANDFILLS

Title 27, California Code of Regulations, Division 2, Subdivision 1, Chapter 6, Subchapter 3, Article 1, section 22236, requires you to submit a report to the California Integrated Waste Management Board (CIWMB). The report calculates the inflationary increase in the closure and/or postclosure maintenance and/or corrective action cost estimates for the previous calendar year.

Based on information obtained from the U.S. Department of Commerce, Bureau of Economic Analysis, Table 8.1, dated April 1999, the inflation factor for 1999 is 1.010 (1%). Please complete the form on the reverse side of this letter for each active and/or inactive landfill you own and/or operate, and return it to the Financial Assurances Section at the above address by June 1, 1999. We are providing this form for your convenience.

Following are previous years' inflation factors:


If you have not made the previous years' adjustments, please do so before calculating the 1998 adjusted total cost estimates. Apply the inflation factor for 1989 to your 1988 initial certified total closure and postclosure maintenance cost estimates. Apply subsequent inflation factors to the previous year's total cost estimate.

Disregard the cost estimate information in this notice, if you recently revised your estimates due to changes in your closure and/or postclosure maintenance plans and/or corrective action plan, and the revised estimates reflect 1999 dollars.

In addition, we are requesting information regarding total and remaining permitted capacity at your landfill(s). This information will be used to update our databases. Please complete the appropriate spaces provided on the reverse side of this letter.

If you have any questions regarding this report, please call the Financial Assurances Section at (916) 255-2330. Thank you for your cooperation.

Sincerely,

Garth C. Adams, Manager
Financial Assurances Section
Facilities Operations Branch
Permitting and Enforcement Division

cc: Local Enforcement Agencies
Regional Water Quality Control Boards