EXHIBIT E
SAMPLE CONTRACT

THIS AGREEMENT made and entered into this ______ day of ___________________, 2009, at Woodland, California, by and between the Yolo County Transportation District, a special district, created pursuant to the laws of the State of California, hereinafter referred to as "YCTD" and _____________________________, hereinafter referred to as "CONTRACTOR."

WITNESSES THAT:

WHEREAS, CONTRACTOR was the successful Proposer on the Project of YCTD hereinafter described and has furnished the required Contract Security to YCTD for a Transit Bus digital Security Camera System, dated May 19, 2009.

WHEREAS, the Contract for said Project was awarded to CONTRACTOR.

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by and between the parties thereto as follows:

5.1 CONTRACT DOCUMENTS:

The complete Contract between the parties shall consist of the following component parts, to-wit:

1. This Agreement;
2. Request For Proposals 2009-04 with Exhibit A (Federal Requirements); Exhibit B (Technical Specifications); Exhibit C (Cost Pricing Form); and Exhibit D (Required Forms)
3. Exhibit B - CONTRACTOR’s Best and Final Offer and YCTD’s Notice of Award;
4. Exhibit C – Warranty Provisions;
5. Exhibit D - The required contract security;
6. Exhibit E – Addenda, as issued;
7. Exhibit F – CONTRACTOR’s Proposal, including any modifications explicitly incorporated in CONTRACTOR’s Best and Final Offer; and
8. Exhibit G – Change Orders.

This Agreement and the other exhibits mentioned above in this Section constitute the complete Contract between the parties. In the event of any conflict between any of the provisions of this Agreement (including Exhibits), the provision that requires the highest level of performance from CONTRACTOR for YCTD’s benefit shall prevail.
5.2 **DATE OF COMPLETION:**

The CONTRACTOR is responsible for beginning this project no more than fifteen (15) days from YCTD’s "Notice of Award", and shall complete this Contract on or before _____________, 2009 all in strict accordance with the terms and provisions of the entire Contract between the parties hereto.

5.3 **CONTRACT PRICE:**

The contract amount shall not exceed $_____________________________.

5.4 **PAYMENTS:**

A. One hundred percent (100%) of the Contract price for the project furnished and delivered pursuant to the Contract will be paid to the CONTRACTOR within thirty (30) days after official acceptance by YCTD provided that no claims against the retained funds (i.e., stop notices) have been filed.

B. CONTRACTOR shall invoice YCTD monthly for the work completed, less ten percent (10%) of the amount billed, as assurance that such a project will be completed and accepted. Work completed shall be documented in a report prepared by CONTRACTOR and submitted along with the invoice for the work. CONTRACTOR shall also furnish such other information as may be requested by YCTD to substantiate the validity of an invoice. YCTD has the final decision for work completed in approving partial payments.

C. CONTRACTOR shall submit invoices to YCTD’s Accounts Payable Office in duplicate. Each invoice shall include the following information:

1. Agreement No.
2. Supporting documentation.
3. Unit and total prices by line item number.
4. Current total (gross) invoice amount, current retention amount and current net invoice amount.
5. Previous amount(s) invoiced and amount of remaining project budget.
6. Certification of payments to subcontractors/suppliers as applicable.
7. Project Status Report; a separate narrative of progress made since the previous report (as specified in paragraph B above).
8. Invoice for the month of June (fiscal year end) to be submitted within one week from June 30.

YCTD shall remit payment within thirty (30) calendar days after acceptance and approval of invoice and supporting documentation. Payments will be based upon actual completion and YCTD’s acceptance of each project event. If YCTD determines that an invoice does not comply with the above requirements, the CONTRACTOR shall be notified of the issue(s) within seven days of YCTD’s receipt of the invoice.
YCTD reserves the right to withhold payments in the event of CONTRACTOR’s performance being materially non-compliant with the Agreement. CONTRACTOR’s final invoice shall be clearly marked “FINAL”.

5.5 **WAIVERS:**

A waiver of any of the conditions or provisions of the entire Contract between the parties hereto shall not be considered or deemed to be a waiver of any other condition or provision of said Contract or a waiver of the same condition at a future time.

5.6 **CONTRACT SECURITY:**

A. The CONTRACTOR shall furnish at the time of executing the Contract at his/her own expense, Performance Bond satisfactory to YCTD in an amount equal to one hundred percent (100%) of the full amount of the contract as a guarantee of good faith on behalf of the CONTRACTOR that the terms of the Contract shall be complied with in every particular. Such Performance Bond shall be in effect during the full term of the Contract and warranty, or if YCTD deems it to be necessary, no less than one (1) year from the date of acceptance of said work.

B. In lieu of a Performance Bond, CONTRACTOR may provide a Letter of Credit in an amount equal to one hundred percent (100%) of the full amount of the contract as a guarantee of good faith on behalf of the CONTRACTOR that the terms of the Contract shall be complied with in every particular. Such Letter of Credit shall be in effect during the full term of the Contract and warranty, or if YCTD deems it to be necessary, no less than one (1) year from the date of acceptance of said work.

5.7 **INSURANCE REQUIREMENTS:**

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable) - Insurance coverage shall be with limits not less than the following:

   a. **Comprehensive General Liability** - $1,000,000/occurrence and $2,000,000/aggregate
   
   b. **Automobile Liability** - $1,000,000/occurrence (general) and $500,000/occurrence (property) (include coverage for hired and non-owned vehicles.)
   
   c. **Professional Liability/Malpractice/Errors and Omissions** - $1,000,000/occurrence and $2,000,000/aggregate (If any engineer, architect, attorney, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
   
   d. **Workers’ Compensation** - Statutory Limits/Employers’ Liability - $1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

2. YCTD, its officers, agents, employees and volunteers shall be named as additional
insured on all but the workers' compensation and professional liability coverages. (Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.)

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless YCTD’s Executive Director specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the YCTD’s Executive Director reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of YCTD’s Executive Director.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, 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 YCTD’s Buyer (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise approved by YCTD's Executive Director.

8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects YCTD, its officers, agents, employees and volunteers. Any insurance maintained by YCTD shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

10. The insurer shall waive all rights of subrogation against YCTD, its officers, employees, agents and volunteers.

B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish YCTD’s Buyer with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of YCTD’s Executive Director before work commences. Upon YCTD's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this Agreement, Contractor shall furnish YCTD’s Buyer with
original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon YCTD’s request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

5.8 SOFTWARE SOURCE CODE

A. The hardware procured and installed hereunder may be accompanied by computer software copyrighted by the CONTRACTOR or its subcontractor(s). The CONTRACTOR or its subcontractor(s) grant YCTD a perpetual, paid-up, non-exclusive, non-transferable license to use the software. The YCTD shall be placed on the CONTRACTOR’s regular mailing list to receive all announcements, including updates and upgrades to the software furnished under this Agreement; this shall include application software, system software, and software which the CONTRACTOR develops for this Project. “Updates” are those enhancements to the software that the CONTRACTOR generally makes available as part of the annual maintenance program. “Upgrades” are any new feature or major enhancement of the software that the CONTRACTOR markets and licenses for additional fees separately from the updates. For three years or during the warranty period, whichever is longer, any software updates or upgrades which become available and are applicable to the functionality of the supplied software on this Project shall be provided and installed to the YCTD’s system within a mutually agreed upon timeframe. For three years or during the warranty period, whichever is longer, solutions to problems with the CONTRACTOR-supplied software hereunder, whether discovered and corrected on this Project or elsewhere, shall be documented and supplied to the YCTD without additional charge. After three years or during the warranty period, whichever is longer, the YCTD shall have the option of purchasing future upgrades at fair market price. The CONTRACTOR shall also provide announcements pertaining to CONTRACTOR-produced software ten years after Final System Acceptance and shall include announcements pertaining to software produced by third-party suppliers during the warranty period.

B. If the CONTRACTOR elects not to provide the software source code in accordance with the preceding provision, then the CONTRACTOR shall deposit all of the above described information into an existing third party escrow account, maintained by the CONTRACTOR and approved by YCTD, to hold such products for the benefit of the CONTRACTOR and the YCTD. All electronic versions of the software plus all instructions to compile, build and configure the software, plus hardware schematics and the name of the original equipment manufacturer (if CONTRACTOR does not manufacture the equipment) shall be placed into this third party escrow account. CONTRACTOR must deposit into the escrow account updates of the software previously deposited into the escrow at a minimum of twice a year for a period of ten (10) years after Final System Acceptance. Notwithstanding anything contained in this provision, commercial off-the-shelf software shall not be required to be placed into the escrow account. The deposit of these products with the third party escrow shall be complete before the final payment is made to the CONTRACTOR. If the CONTRACTOR is ever unable or unwilling to support the YCTD’s ongoing use of the products provided herein, or provide software maintenance on any portion of the
systems installed pursuant to this Agreement, then the third party escrow agent will release those products' source code and other materials deposited in the third party escrow account to the YCTD. Any source code or other information or data received by YCTD from the third party escrow holder and deposited pursuant to this Agreement, shall be kept confidential by YCTD or its authorized agents.

C. The software is proprietary and title and ownership to the Software remains with the CONTRACTOR and its subcontractors. The YCTD agrees: (1) to take reasonable steps to maintain the CONTRACTOR’s rights in the Software; (2) not to sell, transfer, publish, display, disclose, or make the Software or any copies available to third parties except that YCTD may disclose the Software to designated federal representatives, under a nondisclosure agreement if requested by CONTRACTOR, (3) not to use or allow the Software to be used, either directly or indirectly, for the benefit of any other person or entity, and (4) not to use the Software on any equipment other than the designated equipment on which the Software was originally installed, or such upgrades or substitutions as the YCTD may, from time to time, install, without the CONTRACTOR’s written consent.

D. In the event CONTRACTOR fails to continue support of the system under the provisions of this Agreement and does not provide for such support by a third party, CONTRACTOR agrees to deposit CONTRACTOR-written application software source code in an existing third party escrow account to enable YCTD to continue operation and maintenance of the system. In such event, the YCTD agrees to maintain the confidentiality of the source code.

E. The CONTRACTOR shall incorporate the above provisions into all subcontracted agreements issued by CONTRACTOR to fulfill its obligations under this Agreement.

5.9 COMPLIANCE WITH FEDERAL REQUIREMENTS: The CONTRACTOR shall comply with all Federal requirements described in Exhibit A of the Request for Proposals.

5.10 TIME IS OF THE ESSENCE:

Time is of the essence on this Contract.

5.11 INDEMNITY:

The CONTRACTOR shall indemnify, defend, and hold harmless YCTD, its agents, officials, and employees, from any claim, liability, loss, injury, or damage arising, out of, or in connection with, performance of this Contract by CONTRACTOR and/or its agents or subcontractors, excepting only loss, injury, or damage caused by the gross negligence or willful misconduct of personnel employed by YTCM. The CONTRACTOR shall at its own expense defend any and all such actions, and shall at its own expense pay all charges of attorneys, all costs, and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against YTCM in any such action, the CONTRACTOR shall at its own expense satisfy and discharge the same. As a condition to any indemnity hereunder, YTCM shall notify CONTRACTOR promptly of any claim for which it is responsible hereunder. In providing any defense under this Section, CONTRACTOR shall use counsel reasonably acceptable to YTCM. The provisions of this Section shall survive the termination or expiration of this Contract.
5.12 **CONTRACTOR’S RESPONSIBILITY:**

A. The CONTRACTOR will be responsible for the work performed under the terms of this Contract to the extent provided by law. The CONTRACTOR agrees not to disclose information identified by YCTD as proprietary to third parties, unless approved in advance by YCTD or required by law.

B. YCTD shall not be held liable or responsible for the maintenance and/or safety of the CONTRACTOR’s equipment or supplies placed upon YCTD’s property in accordance with this Agreement. The CONTRACTOR acknowledges that it assumes full responsibility for any loss or damage to its equipment and supplies.

C. Any materials, equipment or work found to be damaged or defective shall be repaired, replaced or corrected by the CONTRACTOR hereunder without additional cost to YCTD.

D. CONTRACTOR shall be responsible for paying all sales, use, and other taxes which are applicable to equipment and materials associated with this procurement. YCTD’s financial obligation shall be limited to the amounts outlined in the Contract. CONTRACTOR is advised that YCTD may be exempt from certain taxes. It is CONTRACTOR’s responsibility to determine which taxes YCTD may be exempt from.

5.13 **ASSIGNMENT**

CONTRACTOR understands and agrees that YCTD may assign Transit Bus Digital Security Camera System purchase options to other public agencies and/or transit operators pursuant to this Agreement; and,

A. The CONTRACTOR may not assign or subcontract its rights or obligations under the Contract without prior written permission of YCTD, and no such assignment or subcontract will be effective until approved in writing by YCTD. Notwithstanding the foregoing, CONTRACTOR may assign its right to receive the payments from YCTD without such consent; however, YCTD shall not be under any obligation to pay any third party unless CONTRACTOR and/or its assignee have given YCTD at least thirty (30) days notice of such assignment.

B. YCTD may assign all or a portion of its rights to purchase Optional Transit Bus Digital Security Camera Systems under this Contract to any public agency and/or transit operator at any time during the term of this Contract by providing written notice of the assignment to CONTRACTOR using the form set out in Exhibit F. If YCTD makes an assignment, then with respect to that assignment, that public agency and/or transit operator, as applicable, shall be obligated to perform all of YCTD’s obligations under the Contract related to that assignment and CONTRACTOR will immediately release YCTD from any responsibility for the performance of those obligations.

5.14 **SUCESSORS AND ASSIGNS**

Subject to any provision under this Contract restricting assignment or subcontracting by CONTRACTOR, the provisions of this Contract shall be binding upon and insure to the benefit of the respective successors, assigns, heirs, and personal representatives of the parties to this Contract.
5.15 **EQUIPMENT DELIVERY**

All equipment provided under this Contract shall be delivered to the Yolo County Transportation District, F.O.B. 350 Industrial Way, Woodland, California 95776, or at such other location that YCTD may so designate, in first class condition, complete and ready for operation, and the CONTRACTOR shall assume all responsibility and risk of loss incident to said delivery.

5.16 **FORCE MAJEURE**

A. CONTRACTOR shall not be charged, nor shall YCTD demand from CONTRACTOR, damages because of failure in providing the services indicated in this Contract due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes of excusable delay may include acts of public enemy, fires, floods, snow storms, epidemic, quarantine, restrictions, freight embargoes, public road closures, but in every case the delay is excusable only for so long as, and to the extent, that the excusable delay continues.

B. CONTRACTOR shall be entitled to no compensation for any service, the performance of which is excused pursuant to this Section.

C. In the event that CONTRACTOR is unable to provide the services indicated due to any cause, CONTRACTOR shall make reasonable attempt to so notify the public including notification to local radio stations, and if appropriate, local newspapers and television stations.

D. Whenever CONTRACTOR has knowledge that any actual or potential force majeure may delay or prevent performance of this Contract, CONTRACTOR on a timely basis, shall notify YCTD of the fact, and thereafter shall report to YCTD all relevant information then known to CONTRACTOR, and shall continue to so report.

5.17 **TRAINING**

The CONTRACTOR shall provide system user and maintenance training.

5.18 **MANUALS**

The CONTRACTOR shall provide system operation and maintenance manuals.

5.19 **AUDIT AND INSPECTION OF RECORDS**

The CONTRACTOR shall permit the authorized representative of YCTD to inspect and audit all data and records of the CONTRACTOR and any subcontractor relating to the performance under this Contract from the date of the Contract through and until the expiration of three (3) years after completion of the Contract. The inspection and audit provided in this section does not include an audit of the manufacturer’s cost and/or profit, with the exception of single proposal or sole source situations.

5.20 **ACCEPTANCE**
A. **Conditional Acceptance**: YCTD shall grant CONTRACTOR project conditional acceptance in writing upon conducting all design, development, procurement, delivery, installation, integration and testing activities. Project conditional acceptance is defined as that point in time in which all major subsystems are integrated, tested, and operational, and only a punch list of open items and/or minor deficiencies remain to be corrected by CONTRACTOR.

B. **Final Acceptance**: YCTD shall grant CONTRACTOR project final acceptance in writing upon completion of the punch list created during conditional acceptance. Project final acceptance is defined as that point in time in which CONTRACTOR has met all of its contractual obligations to YCTD’s satisfaction and the system is fully operational with no deficiencies existing. Project final acceptance does not excuse CONTRACTOR’s performance of its obligations related to the equipment and service warranties. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or YCTD’s rights under any warranty or guarantee.

### 5.21 TERMINATION OF AGREEMENT

A. **Termination by Mutual Consent**: The Contract may be terminated with the mutual consent of both parties, upon such terms and conditions as may be mutually agreed.

B. **Termination by CONTRACTOR’s Breach or Default**: In the event that the CONTRACTOR fails to perform the terms and conditions of the Contract, as required, after receiving ten (10) days written notice from YCTD to do so, then and in such event, YCTD may forthwith terminate the Contract. Under such circumstances, YCTD shall be under no obligation to pay to the CONTRACTOR the Contract price, or any portion thereof, unless YCTD finds the CONTRACTOR has partially performed said Contract and said partial performance benefits YCTD, under which circumstances YCTD shall pay to the CONTRACTOR that portion of the Contract price which the partial performance bears to the total performance, less all damages and losses suffered by YCTD as a result of the CONTRACTOR’s failure to perform.

C. **Termination for Convenience**: YCTD may terminate the Contract at any time for convenience by giving the CONTRACTOR thirty (30) calendar days’ written notice. Notice of termination shall be by certified mail. Upon receipt of the notice of termination, the CONTRACTOR shall cease work, wrap up, and conclude work without undertaking any new orders, tasks or work. The CONTRACTOR shall promptly submit its termination claim to YCTD to be paid to the CONTRACTOR. YCTD will pay the CONTRACTOR cost for all materials ordered, plus reasonable overhead and profit for the portion of work accepted through termination.

D. **Opportunity to Cure**: YCTD in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR fifteen (15) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If CONTRACTOR fails to remedy to YCTD’s satisfaction, the breach or default, or any of the other terms, covenants, or conditions of this Contract within fifteen (15) days after receipt by CONTRACTOR or written notice by YCTD setting forth the nature of said breach or default, YCTD shall have the right to terminate the Contract without any further obligation to CONTRACTOR. Any such termination for default shall not in any way
operate to preclude YCTD from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

E. Disputes

1. Disputes arising in the performance of the Contract, which are not resolved by agreement of the parties, shall be decided in writing by the authorized representative of YCTD's Executive Director. This decision shall be final and conclusive unless within fifteen (15) days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

2. Unless otherwise directed by YCTD, CONTRACTOR shall continue performance under the Contract while matters in dispute are being resolved.

3. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

4. Unless the contract provides otherwise, all claims, counterclaims, disputes and other matters in question between YCTD and the CONTRACTOR arising out of or relating to the Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State and District in which YCTD is located.

5. The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the YCTD, or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

F. The rights afforded to YCTD under this Section shall be in addition to any other rights provided by law or set forth in these Contract Documents and Specifications. YCTD may exercise any or all of such rights which individually or conjunctively will totally compensate YCTD for the damages suffered by YCTD resulting from the default of the CONTRACTOR.

G. In the event that YCTD elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this contract, such waiver by YCTD shall not limit YCTD’s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

5.22 OWNERSHIP OF REPORTS AND DOCUMENTS
The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the property of YCTD. Copies may be made for CONTRACTOR's records but shall not be furnished to others without written authorization from YCTD. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by YCTD.

YCTD undertakes that it shall ensure that its employees will not make copies in whole or in part of any System and/or Products or any know-how relating thereto or any other material provided or in any way obtained in eye readable form except for YCTD’s own use whether supplied before, on, or after the date of this Agreement.
IN WITNESS WHEREOF the parties have executed these presents in several counterparts as of the day and year first above written.

YOLO COUNTY TRANSPORTATION DISTRICT

BY: ___________________________________________ Date
    Terry V. Bassett, YCTD Executive Director

APPROVED AS TO FORM:

__________________________________________ Date
    Sonia Cortés, Legal Counsel for YCTD

BY: ___________________________________________ Date
    Contractor

ATTEST: ________________________________

Contractor's Contact Information:

Mailing Address: ___________________________________________

Physical Address (if different): ___________________________________________

City, State, Zip: ___________________________________________

Telephone: ___________________________________________

Fax: ___________________________________________

E-Mail: ___________________________________________

Website: ___________________________________________
PERFORMANCE BOND (100%)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Yolo County Transportation District has awarded to CONTRACTOR hereinafter described as the "Principal", a Contract for a TRANSIT BUS DIGITAL SECURITY CAMERA SYSTEM.

WHEREAS, the said Principal, and_____________________________ as Surety, are held and firmly bound unto the Yolo County Transportation District, hereinafter called "YCTD", in the penal sum of ______________________, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bonded Principal, his/her 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 said Contract, and any alteration thereof made as therein provided, on his/her or its part, to be kept and performed at the time and in the manner therein specified, and in all respects save harmless the intent and meaning and shall indemnify and save harmless YCTD, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Specifications. Said surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

SIGNED AND SEALED THIS _____ DAY OF ______________________, 2009.

BY _______________________________ PRINCIPAL

BY _______________________________ ATTORNEY-IN-FACT SURETY

(Power of Attorney for person signing for Surety Company, or a certified copy thereof, must be attached. Signatures of person or persons executing for the Surety must be acknowledge.)
CERTIFICATION

PURSUANT TO LABOR CODE SECTION 1861

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

DATED: ________________________________

By _________________________________________
(Signature of Authorized Official)

_________________________________________
(Printed Name)

_________________________________________
(Title of Authorized Official)