

County Copy

COUNTY OF NEVADA

STATE OF CALIFORNIA

BIDDING DOCUMENTS, SPECIFICATIONS
AND CONTRACT DOCUMENTS

FOR

McCOURTNEY ROAD LANDFILL
FINAL COVER MAINTENANCE PROJECT

BID DATE: MAY 18, 2017

MCCOURTNEY ROAD LANDFILL
15741 WOLF MOUNTAIN ROAD, GRASS VALLEY, CA

(Standard Public Works Contract)

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ESTIMATED CONTRACT TIME LINE

1. BIDS DUE: **MAY 18, 2017, at 3:00 p.m.**
2. BID OPENING: **MAY 18, 2017, at 3:00 p.m.**
3. BIDS TO REMAIN OPEN FOR **60 DAYS** FROM DATE OF OPENING OF BIDS.
4. NOTICE OF AWARD DUE WITHIN **60 DAYS** OF OPENING OF BIDS.
5. BID BONDS OF UNSUCCESSFUL BIDDERS TO BE RETURNED WITHIN **10 DAYS** OF AWARD BY COUNTY.
6. CONTRACT SIGNING AND BONDS DUE WITHIN **14 DAYS** OF NOTICE OF AWARD.
7. NOTICE TO PROCEED WITH WORK DUE WITHIN **14 DAYS** OF CONTRACT SIGNING.
8. CONSTRUCTION MUST BEGIN WITHIN **7 DAYS** AFTER MAILING OF NOTICE TO PROCEED.
9. CONTRACTOR MUST GIVE **72 HOURS** WRITTEN NOTICE OF DATE WORK WILL COMMENCE.
10. PRECONSTRUCTION CONFERENCE WITHIN **7 DAYS** OF NOTICE TO PROCEED.
11. SCHEDULES AND BREAKDOWN OF PHASES OF CONSTRUCTION DUE IN **5 DAYS** AFTER RECEIPT OF NOTICE TO PROCEED.
12. WORK MUST BE COMPLETED WITHIN **66 WORKING DAYS** OF MAILING OF THE NOTICE TO PROCEED.

INVITATION TO BID

FOR: **McCourtney Road Landfill Final Cover Maintenance Project**

LOCATED AT: **McCourtney Road Landfill, Nevada County**

Sealed bids will be received at the office of:

County of Nevada
Purchasing Division
c/o Auditor Controller's Office
950 Maidu Avenue, 2nd Floor, Suite 230
Nevada City, CA 95959

Until **3:00 p.m.** local time on **MAY 18, 2017** for the above-referenced project.

Bids received after said time will not be accepted and will be returned unopened.

At said place and time, and promptly thereafter, all bids that have been properly submitted will be publicly opened and read aloud. All interested parties are invited to attend.

The work to be performed includes final cover maintenance at six locations on Landfill Unit 1 and shall be performed in accordance with the Plans for Unit 1 Final Cover Maintenance; the Technical Specifications; and the Construction Quality Assurance (CQA) Plan.

Repair areas 1 and 2 require installation of additional geosynthetic clay liner (GCL) by a qualified installer. The existing GCL is to remain in place, and additional GCL is to be added after grade is modified.

Repair areas 3 through 10 involve minor augmentation of the vegetative layer to promote drainage.

An estimated 270 cubic yards of clean soil (as measured in place) are required to adjust grade at the repair locations. Approximately 220 cubic yards of select soil are to be imported, and the remainder of the soil is to be borrowed from an existing stockpile located on the deck of Landfill Unit 1.

Repair procedures for areas 1 and 2 are summarized below:

1. Remove topsoil layer and vegetative layer to new GCL subgrade. Stockpile topsoil (upper six inches) and vegetative soil separately for reuse.
2. Grade, prepare and compact the subgrade surface with a smooth drum roller to support the new GCL.
3. Prepare existing GCL on the perimeter of the repair area for overlap.
4. Install new GCL over the prepared soil surface and install new well boots.
5. Replace the vegetative layer and topsoil layer and install erosion controls.

Repair procedures for areas 3 through 10 are summarized below:

1. Place and compact additional vegetative layer using select imported soil and install erosion controls.

Bids items shall be **LUMP SUM** for mobilization and field engineering, excavation and grading, geosynthetic clay liner and erosion control. Bid item for import of select soil is **UNIT PRICE**.

Bids must be for all of the work described herein unless the bid form specifically indicates a bid item is optional. Plans, specifications, proposal forms, project manuals and all documents relating to this project may be downloaded from www.mynevadacounty.com/nc/igs/purchasing/Pages/Home.aspx. Potential bidders must register as a plan holder with the County in order to be notified of addenda and other notices. To register, please send an email to diana.wilburn@co.nevada.ca.us, indicating "**McCourtney Road Landfill Final Cover Maintenance Project Registration**" in the subject field. If you do not receive a reply to this email indicating that you have been registered, please call 530-265-1766.

Project documents may also be reviewed or purchased at:

County of Nevada
Department of Public Works
950 Maidu Avenue, 1st Floor
Nevada City, CA 95959

Contractor will be required to possess a **CLASS A** contractor's license or a combination of classes required by the categories and types of work included in this contract at the time the bid is submitted.

DEPARTMENT OF INDUSTRIAL RELATIONS CONTRACTOR REGISTRATION. The Department of Industrial Relations (DIR) has launched an online application at <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm> for public works contractors to meet the requirements of Senate Bill 854. Contractors must register and meet requirements using the new online application before bidding on public works contracts in California.

In accordance with California Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. Bids cannot be accepted from unregistered contractors except as provided in Section 1771.1.

Contractor and all subcontractors must comply with the requirements of labor code section 1771.1(a), pertaining to registration of contractors pursuant to section 1725.5 Registration and all related requirements of those section must be maintained throughout the performance of the contract.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of the award.

The County of Nevada encourages its contractors and subcontractors to use the US Citizenship and Immigration Services E-Verify system to verify that employees are eligible to work in the United States. Information about the E-Verify system is available at www.dhs.gov/e-verify.

A non-refundable charge of **\$25.00** will be made for each set of documents, and an additional charge of **\$5.00** will be made if those documents are mailed (via regular mail).

All written requests, correspondence and/or communications of any kind regarding the project, including any sealed bids which are submitted by mail, shall be addressed to:

Diana Wilburn
County of Nevada
Purchasing Division
950 Maidu Avenue
Nevada City, CA 95959

Phone Number (530) 265-1766 or diana.wilburn@co.nevada.ca.us

A pre-bid conference or walk-through will be held on **May 4, 2017**, at the hour of **10:00 a.m.** at the McCourtney Road Landfill site at 14741 Wolf Mountain Road, Grass Valley, CA.

Each bidder must submit a cashier's check, certified check or a bidder's bond in an amount equal to 10% of the total amount of the bid. The bidder to whom a contract is awarded will be required to furnish a performance bond and a labor and materials bond guaranteeing faithful performance and payment of all debts related to this contract.

The County of Nevada, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the regulations of the Department of Commerce (15 C.F.R., Part 8), issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

This is a public works project. Pursuant to Sections 1770 and 1773 of the Labor Code of the State of California, the County of Nevada has ascertained that prevailing wage rates are applicable to the work to be done and are available at the State of California Department of Industrial Relations website <http://www.dir.ca.gov/dlsr/PWD/index.htm>. Contractor shall not pay less than the prevailing rate of wages.

No bid will be considered unless it is made on a blank form furnished by the County of Nevada and is made in accordance with the provisions of the proposal requirements and conditions set forth in the contract documents.

The County of Nevada reserves the right to reject any or all bids.

DATED: 4/11/2017

COUNTY OF NEVADA
STATE OF CALIFORNIA

By Hank Weston
Chair, Board of Supervisors

INSTRUCTIONS TO BIDDERS

FOR: **MCCOURTNEY ROAD LANDFILL FINAL COVER MAINTENANCE PROJECT**

LOCATED AT: **MCCOURTNEY ROAD LANDFILL, NEVADA COUNTY**

1. DEFINITIONS:

Bidder: One who submits a bid directly to County as distinct from a sub-bidder who submits a bid to a bidder.

Successful Bidder: The lowest, qualified, responsive, responsible bidder to whom County makes an award.

Bidding Documents:

Invitation to Bid
Instruction to Bidders
Bid Form
Bidder's Bond or other security
Experience Statement
Subcontractor Listing
Bidder's Representations
Plans for Unit 1 Final Cover Maintenance, McCourtney Road Landfill
Technical Specifications for Unit 1 Final Cover Maintenance, McCourtney Road Landfill
CQA Plan for Unit 1 Final Cover Maintenance, McCourtney Road Landfill
Proposed Contract Documents
Any and all Addenda

2. COPIES OF BIDDING DOCUMENTS

Complete copies of the drawings and project manual for use in preparing bids may be obtained in accordance with the Invitation to Bid.

Partial sets of bidding documents will not be issued. Complete sets of bidding documents shall be used in preparing bids. County assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents. If bidder believes its set of bidding documents is incomplete, it shall be the responsibility of bidder to contact County to confirm that Bidder has a complete set.

County, in making copies of bidding documents available on the above terms, does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

Each bidder must be prepared to submit, within five days of County's request, written evidence of bidder's qualifications to perform the work. Bidders may be required to submit evidence that they have a practical knowledge of the particular work bid upon, and that they have the financial resources to complete the proposed work. In determining the bidder's

qualifications, the following factors will be considered: work previously completed by the bidder and whether the bidder (a) maintains a permanent place of business; (b) has adequate plant and equipment to do the work properly and expeditiously; (c) has the financial resources to meet all obligations incident to the work; and (d) has appropriate technical experience. Each bidder may be required to show that he or she has handled former work so that no just claims are pending against such work. No bid will be accepted from a bidder who is engaged on any work which would impair his or her ability to perform or finance this work.

Each bidder must hold a current valid contractor's license at the time of bidding or the bid will be rejected.

4. INSPECTION OF SITE OF WORK

Bidders are required to inspect the site of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and as to the actual conditions of and at the site of work. If, during the course of the examination, bidder finds facts or conditions that appear confusing to bidder, bidder shall apply to County for additional information and explanation before submitting the bid. However, no such supplemental information so requested or furnished shall vary the terms of the specifications or the Contractor's sole responsibility to satisfy himself or herself as to the conditions of the work to be performed, unless an addendum has been issued.

The submission of a bid by the bidder shall constitute the acknowledgement that, if awarded the contract, bidder has relied and is relying on bidder's examination of (a) the site of the work, (b) the access to the site, and (c) all other data, matters, and things requisite to the fulfillment of the work and on bidder's own knowledge of existing conditions on and in the vicinity of the site of the work to be constructed under the contract, and not on any representation or warranty of County. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the above items.

Where technical reports or data have been utilized in the preparation of the contract documents, bidder may rely upon the accuracy of the technical data contained in such reports but not upon the interpretations or opinions contained therein for the completeness thereof for the purpose of bidding or construction.

Where plans and specifications contain drawings of physical conditions in or relating to existing surface conditions, including underground facilities, which are at or contiguous to the site, bidder may rely upon the accuracy of the data contained in such drawings but not upon the completeness thereof for the purposes of bidding or construction. If a mass diagram has been prepared for a project, it is for design purposes only. If it is made available to bidders, County assumes no responsibility whatever for the information contained therein and makes no guarantees with respect to reliance thereon.

Before submitting a bid, each bidder will, at bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work and which bidder deems necessary to determine its bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the contract documents.

On request in advance, County will provide each bidder access to the site to conduct such explorations and tests, as each bidder deems necessary for the submission of a bid. Bidder

shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

The lands upon which the work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the work are identified in the contract documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by County unless otherwise provided in the contract documents.

5. EXAMINATION OF CONTRACT DOCUMENTS

The contract documents shall consist of the following:

1. Invitation to Bid;
2. Instructions to Bidders;
3. Contractor's Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award);
4. Contract;
5. Addenda which pertain to the Contract;
6. The Bonds or other security;
7. Any supplementary conditions or any and all written agreements amending or extending the work, time or price contemplated;
8. The Plans, Technical Specifications and CQA Plan as identified in the Contract;
9. Certificates of Insurance.

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings and addenda (if any). The submission of a bid shall constitute an acknowledgement upon which County may rely that the bidder has thoroughly examined and is familiar with the contract documents. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve that bidder from any obligation with respect to that bidder's bid or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract documents.

6. INTERPRETATION OF CONTRACT DOCUMENTS

No oral representations or interpretations will be made to any bidder as to the meaning of the contract documents. Any ambiguities, inconsistencies in the plans and specifications or other contract documents, or problems which are visible by an inspection of the site or review of the contract documents shall be resolved prior to bidding. Request for an interpretation shall be made and delivered to County at least ten (10) days before the time announced for opening of the proposals. If required, interpretations by County will be in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practical to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract. County reserves the right to amend any contract language, which it determines, is ambiguous prior to award of the bid.

7. ADGENDA

Each bid shall include specific acknowledgment, in the space provided, of receipt of all addenda issued during the bidding period. Failure to so acknowledge will result in the bid being rejected as not responsive. The Contractor is responsible for verifying that all

addenda have been received and for obtaining all addenda prior to submitting bids for the work.

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda may also be issued to modify the bidding documents as deemed advisable by County.

Addenda will be mailed or delivered to all parties recorded as having received the bidding documents. No addenda will be issued later than four (4) days prior to the date for receipt of bids except an addendum, if necessary, postponing the date for receipt of bids or withdrawing the request for bids.

8. BIDS

Bids shall be made on the blank forms prepared by County and included herein. Bidders may extract these pages from the book of specifications or submit the entire book. All bids shall give prices, both in writing and in figures, and shall be signed by the bidder or bidder's authorized representative with bidder's address and shall provide all other information requested on the bid form. If the bid is made by an individual, his or her name, signature and post office address must be shown; if made by a firm or partnership, the name and post office address of the firm or partnership must be shown; if made by a corporation, the bid shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation, and the title of the person who signs on behalf of the corporation.

9. SUBMISSION OF BIDS

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in a sealed envelope addressed to the Nevada County, Purchasing Division. If mailed or hand carried, the bids shall be addressed to:

County of Nevada
Purchasing Division
c/o Auditor Controller's Office
950 Maidu Avenue, 2nd Floor, Suite 230
Nevada City, CA 95959

The bid shall be identified on the outside with the bidder's name, license number and address and with the project title.

Each bid shall be accompanied by the bid security and other required documents.

If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof.

Bids shall be deposited at the designated location prior to the time and date for receipt of bids indicated in the Invitation to Bid, or the modified time and date indicated by addendum. Bids received after the time and date for receipt of bids will be returned unopened. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids.

Oral, telephone, or fax bids are invalid and will not receive consideration. No bidder may submit more than one bid. Multiple bids under different names will not be accepted from one firm or association.

10. PRE-BID CONFERENCE OR WALK-THROUGH

A pre-bid conference or walk-through will be held **May 4, 2017**, at the hour of **10:00 a.m.** at the McCourtney Road Landfill site at 14741 Wolf Mountain Road, Grass Valley, CA.

The representatives of County, consultants and/or Project Engineer will be present to answer questions. Any questions which, in the opinion of County, cannot be answered by direct reference to the bidding documents will be answered by formal written addenda as outlined above. The pre-bid conference or walk-through may include a tour of the site of the work conducted by representatives of County. All interested parties are invited to attend.

11. BID PRICE

The bid price shall include everything necessary for the completion of construction and fulfillment of the contract including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities and all management, superintendence, labor and services, except as may be provided otherwise in the contract documents.

In the event of a difference between the price quoted in words and a price quoted in figures for the same quotation, the words shall be considered the amount bid. Discrepancies between the indicated sum or total of figures and the correct sum or total will be resolved in favor of the correct sum or total.

12. BASIS OF BIDS

The bidder shall submit prices for all unit cost items. Failure to comply may be cause for rejection.

Where specific quantities are given, they are approximate only, being given as a basis for the comparison of bids, and the County of Nevada does not, expressly or by implication, warrant that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable by County. The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The bidder shall set forth for each item of work in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail; however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

- a. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

- b. As to the lump sum items, the amount set forth in the "Total" column shall be the item price.

In accordance with the provision of Section 6707 of the State Labor Code, each bidder shall list, in any bid item calling for trenching of five (5) feet or more in depth, the amount contained in the proposal for adequate trench and excavation sheeting, shoring, and bracing or equivalent method for the protection of life and limb which shall conform to applicable Safety Orders.

13. TAXES

Bid prices shall include allowance for all federal, state and local taxes.

14. CONTRACT TIME

The date by which the work is to be completed (the contract time) is set forth in the contract documents.

15. SUBSTITUTE MATERIAL AND EQUIPMENT

The contract, if awarded, will be on the basis of material and equipment described in the drawings or specified in the specifications without consideration of possible substitute or "co-equal" items. Whenever it is indicated in the drawings or specified in the specifications that a substitute or "co-equal" item of material or equipment may be furnished or used by Contractor if acceptable to County, application for such acceptance will not be considered by County until after the effective date of the contract unless an addendum is issued to all bidders authorizing the use of a specified substitute. The procedure for submittal of any such application by Contractor and consideration by County is set forth in the contract documents.

16. LIST OF SUBCONTRACTORS

Each bid shall have listed on the form provided herewith the name and address of each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half of one percent of the total amount of the bid, or, in the case of bids for construction of streets or highways, including bridges, in excess of one-half of one percent of the Contractor's total bid or \$10,000, whichever is greater, per Public Contracts Code Sections 4104. For the purpose of this paragraph, a subcontractor is defined as one who contracts with the Contractor to furnish materials and labor, or labor only for the performance of work at the site of the work.

County has the right to review the suitability and qualifications of any subcontractor or supplier proposed by the Contractor. As part of this review County may request an experience statement with pertinent information as to similar projects and other evidence of qualification for each subcontractor, person and organization. If County, after due investigation, has reasonable objection to any proposed subcontractor, County may, before giving the notice of award, request the apparent successful bidder to submit an acceptable substitute without an increase in bid price. If the apparent successful bidder does not make such substitution, the contract shall not be awarded to such bidder, but Contractor's failure to make such substitution will not constitute grounds for sacrificing the bid security. Any subcontractor, other person or organization so listed and to whom County does not make written objection prior to the giving of the notice of award will be deemed acceptable to County subject to revocation of such acceptance after the effective date of the agreement as provided in the contract documents.

No Contractor shall be required to employ any subcontractor, other person or organization against whom Contractor has reasonable objection.

The Contractor may not change any subcontractor listed on its bid without written approval from County after a determination that the requirements of Public Contracts Code Section 4107 have been met.

17. BID GUARANTY (BID BOND)

The bid shall be accompanied by a bid guaranty bond (bid bond) duly completed on the form provided herewith or a form which is substantially similar, by a guaranty company authorized to carry on business in the State of California, for payment to County in the sum of at least ten (10%) percent of the total amount of the bid, or alternatively by a certified or cashier's check, payable to County in the sum of at least ten (10%) percent of the total amount of the bid. A bid bond form which provides further payment of attorney's fees or which contains a termination date will not be considered to be "substantially similar". The amount payable to County under the guaranty bond, or the certified or cashier's check and the amount thereof, as the case may be, shall be forfeited to County as liquidated damages in case of a failure or neglect of the bidder to furnish, execute and deliver to County the required performance and payment bonds, evidence of insurance, and to enter into, execute and deliver to County the contract on the form provided herewith, within **14 days** after being notified in writing by County that the award has been made and the agreement is ready for execution.

All bonds shall have a power of attorney authorizing the signature of the person authorized to sign on behalf of the Surety attached to the bond. The power of attorney signature and the principal's signature shall each (both) be notarized.

The bid bond shall name County as beneficiary and shall specify that the bond is valid for the bid opening of this project as scheduled in the Invitation to Bid.

18. RETURN OF BID GUARANTEES

Within **ten (10) days** after the bids are awarded, County will return the bid guarantees (other than bid bonds) accompanying the bids for bids not considered in making the award. All other bid guaranties will be held until the contract has been fully executed, after which they will be returned to the respective bidders whose bids they accompany.

19. MODIFICATION OR WITHDRAWAL OF BIDS

Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipt of bids. Such notice shall be in writing over the signature of the bidder or be by fax; if by fax, written confirmation over the signature of bidder must have been mailed and postmarked on or before the date and time set for receipt of bids; it shall be so worded as not to reveal the amount of original bid. Bids may also be modified or withdrawn in person by the bidder or an authorized representative provided bidder can prove bidder's identity and authority. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these instructions to bidders.

If, within 24 hours after bids are opened, any bidder files a duly signed written notice with County and promptly thereafter demonstrates to the reasonable satisfaction of County that there was a material and substantial mistake in the preparation of the bid, that bidder may

withdraw his or her bid and the bid security will be returned. Thereafter, that bidder will be disqualified from further bidding on the work.

20. OPENING OF BIDS

Bids will be opened publicly and read aloud. An abstract of the amounts of the base bids and major alternates (if any) will be made available after the opening of the bids.

21. BIDS TO REMAIN OPEN

All bids shall remain open and subject to acceptance for a period of **60 days** from the date of opening, but County may, in County's discretion, release any bid and return the bid security prior to that date.

22. POSTPONEMENT OF OPENING

County reserves the right to postpone the date and time for opening of bids at any time prior to the date and time announced in the advertisement.

23. AWARD OF CONTRACT

The award of the contract, if awarded, will be made to the lowest responsive, responsible bidder whose bid complies with all the requirements stated herein. Within **60 days** after the time of opening the bids, County will act either to accept a proposal or to reject all proposals. The acceptance of a proposal will be evidenced by a notice of award of contract in writing, delivered in person or by mail to the bidder whose proposal is accepted. No other act of County shall constitute acceptance of a bid. The award of contract shall obligate the bidder whose bid is accepted to furnish a performance bond, payment bond and evidence of insurance (certificates of insurance and endorsements specified in the contract) and execute the agreement set forth in the contract documents

County reserves the right to reject any and all bids and to waive any and all formalities, and the right to disregard all non-conforming, non-responsive, or conditional bids. County reserves the right to reject the bid of any bidder if County believes that it would not be in the best interest of the project to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by County. County reserves the right to reject any bids which omit a bid on any one or more items on which bids are required; any bids which omit unit prices if unit prices are required; any bids in which unit prices are unbalanced in the opinion of County; any bid accompanied by insufficient or irregular bid security; and any bids from bidders who have previously failed to perform properly or to complete on time contracts of any nature.

County may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted as provided herein. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by County.

If there is reason to believe that collusion exists among the bidders, none of the bids of the participants in such collusion will be considered, and County may likewise elect to reject all bids received.

County may conduct such investigations as County deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidders, proposed subcontractors and other persons and organizations to do the work in accordance with the contract documents to County's satisfaction within the prescribed time. County reserves the right to reject the bid of any bidder who does not pass any such evaluation to County's satisfaction.

If the contract is to be awarded, it will be awarded to the lowest bidder whose evaluation by County indicates to County that the award will be in the best interests of the project.

24. SIGNING OF AGREEMENT

When County gives a Notice of Award to the successful bidder, it will be accompanied by unsigned counterparts of the agreement and all other contract documents.

Two copies of the contract documents will be prepared by County. All copies will be submitted to Contractor, and Contractor shall execute the contract, insert executed copies of the required bonds and power of attorney, and submit all copies to County within **14 days**. The date of execution of the contract shall be left blank for filling in by County.

County will execute all copies, insert the date of signing the contract on the contract and bond forms and on the power-of-attorney and distribute one copy each to County and Contractor. Contractor shall be responsible for distribution of copies to the Surety(ies).

Notwithstanding any action by County to the contrary or by the Board of Supervisors in accepting a bid, there shall be no contract between bidder and County until the contract documents are signed by County.

Failure of the Contractor to execute the contract within the specified time shall be just cause for withdrawal of the contract award by the County and forfeiture by the Contractor of the bid guaranty bond.

25. NOTICE TO PROCEED

County shall give the successful bidder written notice to proceed with the work within **14 days** of the execution of the contract. Notwithstanding any other provision of the contract, County shall not be obligated to accept or to pay for any work furnished by the Contractor prior to delivery of notice to proceed whether or not County has knowledge of the furnishing of such work.

26. PERFORMANCE AND OTHER BONDS

The contract documents set forth County's requirements as to performance and other bonds. When the successful bidder delivers the executed contract to County, it shall be accompanied by the required contract security. The bonds shall be provided on County's forms or on forms which are substantially similar. Notwithstanding any language contained in the bonds, County shall not be liable for attorney's fees either for the enforcement of the bond or for any other action under this Contract. Bonds shall not contain any date of termination.

27. CONTRACTUAL RESTRICTIONS

No official of County who is authorized in such capacity and on behalf of County to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspecting, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for County who is authorized in such capacity and on behalf of County who is in any legislative, executive, supervisory, or other similar function in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

28. POSTING SECURITY IN LIEU OF RETENTION

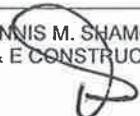


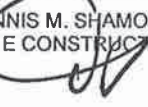
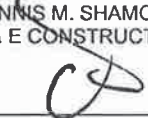

The Contractor may elect to receive one hundred percent (100%) of payments due under this contract from time to time, without retention of any portion of the payment by the public agency, by depositing securities of equivalent value with County in accordance with the provisions of Section 22300 of the California Public Contract Code; except that no such substitution shall be allowed where federal money is funding the project and federal regulations or policies would prohibit such substitution of securities for the retention. Securities eligible for investment shall include those listed in Section 16430 of the California Government Code, or bank or savings and loan certificates of deposits. Such securities, if deposited by the bidder, shall be valued by County whose decision on the valuation of the securities shall be final. The bidder shall be the beneficial owner of any securities substituted for money withheld and shall receive any interest thereon.

29. LIQUIDATED DAMAGES

The County is authorized by Government Code Section 53069.85 to assess liquidated damages for delay. County refers bidders to the Contract for review of the liquidated damages provision to be included in this contract.

CHECKLIST OF DOCUMENTS ENCLOSED BY BIDDER

Bidder shall acknowledge he or she has enclosed all required Bidding Documents listed herein by signing his or her initials in "Bidder" column, after each item.

DOCUMENT	SIGNATURES	
	BIDDER	COUNTY REP.
1. BID FORM (signed)	DENNIS M. SHAMOON / D & E CONSTRUCTION, INC. 	
2. ACKNOWLEDGMENT OF ADDENDA	DENNIS M. SHAMOON / D & E CONSTRUCTION, INC. 	
3. BID SECURITY: Bid Bond (must be signed by corporate surety); or Cashier's check; or Certified Check; or Cash	DENNIS M. SHAMOON / D & E CONSTRUCTION, INC. 	
4. EXPERIENCE STATEMENT FORM	DENNIS M. SHAMOON / D & E CONSTRUCTION, INC. 	
5. SUBCONTRACTOR LISTING (signed)	DENNIS M. SHAMOON / D & E CONSTRUCTION, INC. 	
6. BIDDER'S REPRESENTATIONS: (BIDDER'S QUALIFICATIONS, WORKER'S COMPENSATION CERTIFICATE NON-COLLUSION DECLARATION)	DENNIS M. SHAMOON / D & E CONSTRUCTION, INC. 	



Information and General Services Department

950 Maidu Avenue
Nevada City, CA 95959
Phone: 530-265-1238
Fax: 530-265-7112

Information Systems
Geographic Information Systems
Facilities Management

Emergency Services
Central Services
Cable Television

Purchasing
Airport
Library



ADDENDUM #1 Issued May 9th, 2017

PROJECT: McCourtney Road Landfill, Final Cover Maintenance Project

BIDS DUE: May 18, 2017 at 3:00pm

The following questions were obtained from the bid walk on May 4, 2017 or received in our office by May 8, 2017 at 5:00pm.

1) Is installation of a landfill gas well boot required at repair area 1 as part of the contract?

Yes, see the attached revised Figure 2.

2) Is installation of a landfill gas well boot required at repair area 2 as part of the contract?

No, the landfill gas wellhead is located outside of the repair area. See the attached revised Figure 2. Sections 01010,1.03,C.5 and 02220,1.01,A.5 of the Technical Specifications and page iii of the CQA Plan have been revised to reflect this change.

3) Is water available at the site?

Yes, from the surface impoundment pond or fire hydrant.

4) Who is responsible for preservation of landfill gas laterals and headers?

The Contractor is responsible for preservation of all landfill gas headers and laterals at the repair locations. The County will remove laterals only at repair areas 1 and 2.

5) What is required for repair area 6?

The Contractor is to treat this area the same as the other seven minor repair areas (where no GCL is required) per the project specifications, except that the Contractor will need to remove a small portion of vegetation layer (approximately 3 feet by 15 feet) to reveal the top of the low-permeability (clay) layer. The low-permeability layer must not be disturbed. Holdredge & Kull will observe the low-permeability layer, and if the low-permeability layer has been significantly damaged as a result of landfill settlement, then additional work to repair the low-permeability layer may be required by change order. If the low-permeability layer is intact, then area 6 is to be repaired per the project specifications.

6) Must the soil stockpiled at the site be used?

No. The soil may be used, but would likely need to be screened to remove oversized material, particularly if placed within three inches of the GCL (see the project specifications).

7) Are there specifications for soil materials?

Yes, see the project specifications for gradation and topsoil requirements.

8) Is access possible to repair areas 3 and 6 across the concrete drainage ditch or landfill gas header?

Yes, provided that the landfill utilities are preserved and the crossing location is restored to original conditions.

Attachments: Addendum 1, Revised Figure 2
Addendum 1, Revised Pages 2 and 17 of Technical Specifications
Addendum 1, Revised Page iii of CQA Plan
Addendum 1, Sign in Sheet from Bid Walk

End of Addendum

Respectfully Submitted,

Mary Hall Ross
Nevada County Purchasing Agent

McCourtney Road Landfill Final Cover Maintenance Project

Pre-bid Walk-Thru

Thursday May 4, 2017

10:00 a.m.

Question due:

Monday May 8, 2017

5:00 p.m.

BID OPENING DATE:

Thursday May 18, 2017

3:00 p.m. Providence A

NAME	COMPANY	ADDRESS	PHONE	
DENNIS SITAMOUN	D+E CONST	14175 AVENUE 344 VISALIA	559-7651043	DM
BEN McCLURE	PERFORMANCE GRADING	6585 W AKHLAN FRESNO CA 95723	(569)417-2320	bt
JASON MUIR	HOLDREGE & KULL	792 GRAYS NEVADA CITY	530 478 1305	ju
Bryan Batford	Holdrege & Kull	792 GRAYS NEVADA CITY	580-478-1305	bc
TIM WALZ	COUNTY NEVADA	14741 WOLF MTN RD. GD	530 913-1308	tim
David Garcia	11	950 MARDEN AVE. NC	(530)265-7038	dc
JASON & John Deschaine	Deschaine Enterprises INC	111 BUNK ST #206 Grass Valley ca. 95945	530 274 9975 office 530 277-1353 Jason cell	d

BID FORM

(Nevada County Standard Form Bid Document)

BID TO THE COUNTY OF NEVADA FOR: D & E CONSTRUCTION, INC.

Name of Bidder: DENNIS M. SHAMOON

The work to be done and referred to herein is in Nevada County, State of California, and shall be constructed in accordance with the Plans, Specifications (including the payment of not less than the wage rates set forth therein) and the Contract annexed hereto.

The work to be done is shown on project documents entitled: **McCOURTNEY ROAD LANDFILL FINAL COVER MAINTENANCE PROJECT.**

The undersigned, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation, and in submitting this bid, the undersigned bidder agrees that he or she has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to and all other documents listed or incorporated in the bidding documents and contract documents; and bidder proposes, and agrees if this bid is accepted, that bidder will contract with the County of Nevada in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of County as therein set forth, and that bidder will take in full payment therefor the following:

BASE BID PACKAGE

Item No.	Item	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Mobilization and Field Engineering	LS	1	18,114.00	18,114.00
2	Excavation and Grading	LS	1	46,664.00	46,664.00
3	Import Select Soil	CY	200	59.40	11,880.00
4	Geosynthetic Clay Liner (GCL)	LS	1	16,186.00	16,186.00
5	Erosion Control	LS	1	10,778.00	10,778.00
TOTAL \$ 103,622.00					

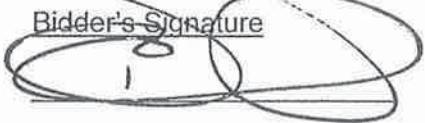
TOTAL OF BID (in figures): 103,622.00

TOTAL OF BID (in words): ONE HUNDRED THREE THOUSAND SIX HUNDRED AND TWENTY TWO DOLLARS.

Contract shall be awarded based upon the sum of Base Bid Package (Items 1 - 5)

The undersigned bidder agrees to furnish the required bonds or other security and to enter into a contract within the time specified in the Instructions to Bidders, and further agrees to complete all work by the bid, in accordance with all requirements the contract.

Receipt of copies of the following addenda is hereby acknowledged.

<u>Addendum No.</u>	<u>Bidder's Signature</u>	<u>Date Acknowledged</u>
<u>1</u>		<u>05/17/2017</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

All addenda received have been considered in preparation of this bid.

Enclosed herewith are the Bid Form, Bid Bond or other security, Experience Statement, Subcontractor Listing and Bidder's Representations form.

In submitting this bid it is understood that the right is reserved by County to reject any and all bids, and it is understood that this bid may not be withdrawn during the period set forth in the Instructions to Bidders.

Envelopes containing bids must be marked as required by the Instructions to Bidders.

County reserves the right to reject any and all bids and to waive any irregularities in bids.

The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

Prices bid shall include overhead, profit and all applicable taxes.

By submission of this bid, each bidder certified, and in the case of a joint bid each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

A bid bond will accompany this bid in a sum of not less than ten percent (10%) of the total amount of the bid and shall be on a form approved by County or a form which is substantially similar, which is attached thereto.

If this bid shall be accepted and the undersigned shall fail to contract as aforesaid, and to give the performance bond and labor and material bond as required in the contract with a surety satisfactory to County within the number of days set forth in the Instructions to Bidders after receipt of notice that the contract has been awarded to the undersigned, County may, at its option, determine that the bidder has abandoned the contract and thereupon the award of the contract shall be null and void and the bidder and surety shall forfeit the security accompanying this bid to the County of Nevada.

Accompanying this bid is ADDENDUM NO. 1

("Bidder's Bond", "Cashier's Check", "Certified Check" or "Cash")

for \$ 10,312.20 an amount equal to ten percent (10%) of the total bid.

The names of individuals who are principals in any partnership, joint venture, business association or corporation in the foregoing bid are as follows:

ERIC J. DOWNS, PRESIDENT


DENNIS M. SHAMOON, OPERATIONS MANAGER

KENNETH L. EVANS, SECRETARY/TREASURER

Licensed in accordance with an act providing for the registration of contractors, License No. 733203.

Dated: 05/17/2017

DENNIS M. SHAMOON FOR D & E CONSTRUCTION, INC.


Authorized Signature of Bidder

BUSINESS ADDRESS: 14175 AVENUE 344, VISALIA CA, 93292

PLACE OF RESIDENCE: 2331 E CHENNAULT AVE, FRESNO, CA 93720

TELEPHONE NUMBER: 559-732-1601

CLASSIFICATION OF CONTRACTOR'S LICENSE: B C61/D12 A

EXPIRATION DATE OF CONTRACTOR'S LICENSE: 03/31/2020

FEDERAL TAX ID. NO.: 77-0446814

DIR NO.: 1000008823

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, his or her signature shall be placed above. If a bidder is a joint venture, the documents must be signed by an authorized officer of each firm to the joint venture and shall include the California Contractor's License number of each partner to the joint venture. The signature of any attorney-in-fact must be notarized.

BIDDER'S BOND

STATE OF CALIFORNIA

COUNTY OF NEVADA

KNOW ALL PERSONS BY THESE PRESENT,

That we D & E Construction, Inc.

_____, as principal, and

 Developers Surety and Indemnity Company

as surety, are held and firmly bound unto the County of Nevada in the sum of ten percent (10%) of the total amount of the bid of the principal above named, submitted by said principal to the County of Nevada for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the County of Nevada, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$ 10% of Amount Bid.

The condition of this obligation is such that whereas the principal has submitted the above-mentioned bid to the County of Nevada, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at Nevada City, California, on May 18, 2017, for:

 McCourtney Road Landfill Final Cover Maintenance Project

NOW, THEREFORE, if the aforesaid principal is awarded the contract, and within the time and manner required by the contract documents, after the prescribed forms are presented to him or her for signature, enters into a written Contract, in the prescribed form, in accordance with the bid, and files two bonds with the County of Nevada, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

Notice to Surety shall be provided at :

 Developers Surety and Indemnity Company

 1610 Arden Way Ste. #299

 Sacramento, CA 95815

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 15th
day of May A. D. 2017.

D&E Construction, Inc. Seal

_____ Seal

Kenneth L. Evans Seal
Principal

Developers Surety and
Indemnity Company Seal

By: *[Signature]* Seal

Donald P. Sharp, Attorney-in-Fact Seal
Surety

NOTE: Signature of Surety shall be notarized. Power of attorney for surety with corporate seal affixed must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Tulare }

On May 15, 2017 before me, Kathy Lubben, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Donald P. Sharp
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Kathy Lubben
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Joanette Blackwell McLeod, Linda N. Loflin, Donald P Sharp, Joseph Orndoff, Linda K Brager, Stacy L. Flenory, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public
Date Here insert Name and Title of the Officer
personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 15th day of May, 2017.

By: *Cassie J. Harrisford*
Cassie J. Harrisford, Assistant Secretary



EXPERIENCE STATEMENT

The following outline is a record of the bidder's recent experience in construction of a type similar in magnitude and character to that contemplated under this contract.

PLEASE SEE ATTACHED: COMPANY PROFILE, PARTIAL PROJECTS LIST, RESUMES



14175 Avenue 344
Visalia, CA 93292
Phone: (559) 732-1601
Fax (559) 732-1603

Contractor's License #733203
Classifications A, B-C61/D12

COMPANY PROFILE

D & E Construction, Inc. has evolved as an independent company that installs geosynthetic materials in a variety of applications and generally where an impenetrable barrier is needed to prevent contamination of underlying soils and groundwater. We are a dealer/installer of GSE's, Agru, Solmax, Cetco and Skaps Engineered Synthetic Products, Inc. geosynthetic materials. D & E Construction, Inc. began in 1996 as an independent installation company. The executive staff has over seventy five years combined experience in the geosynthetic industry.

D & E Construction strives and takes pride in providing their clients with prompt responses to their needs and the highest quality installations and cost effective solutions.

KEY PERSONNEL

D & E Construction maintains three crews of experienced installation personnel. Our superintendents average over thirty five years of experience with geosynthetics installation and all of our foremen and seaming technicians have collectively installed millions of square feet of geosynthetics

In addition to our field personnel, we maintain a corporate staff to service your needs such as: bidding, accounting, customer service, delivery coordination, project closeouts and warranties.

Eric Downs – President: Eric has worked from the bottom up in the installation industry. He began his career in geosynthetic installation twenty one years ago as a seaming technician and advanced through the ranks to superintendent at Nilex prior to forming D & E Construction with Ken Evans. Eric has the unique understanding of all that it takes to complete a project in the geosynthetic installation industry. He has developed specialized equipment that assists in the deployment and seaming of geosynthetics.

Larry Kamp – Vice President/Technical Dir.: Larry has over thirty years of experience in the formulations and laboratory testing of geosynthetic materials. He assisted in the development of various technical resource documents for the EPA and EPRI including chairing the industrial advisory committee who developed NSF Standard 54 for Geomembrane Liners.

Ken Evans – Secretary/Treasurer: Ken has over thirty years experience in the agricultural and trucking business and started D & E Construction with Eric. Ken oversees the financial operations of D & E Construction, Inc.

Dennis Shamoon – Operations Manager: Dennis joined D & E Construction in 2013 as Project Manager/Internal Operations Manager. Dennis has 20 plus years of construction and mining experience performing Construction Quality Assurance and Project Management on Geosynthetic Projects throughout the U. S., and he possesses a valid USACE Construction Quality Management for Construction Certificate, is a Certified HAZWOPER Trainer and a QSP.

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Mario Garza – Project Manager: Mario joined D & E Construction in 2015 as Project Manager/Estimator. Mario has seventeen plus years of construction and mining experience performing the duties of Superintendent on mass grading and landfill construction projects throughout the western U. S.

GEOSYNTHETIC INSTALLATION APPLICATIONS

- Dairy Ponds
- Irrigation Water Storage
- Canal Linings
- Landfills
 - New Construction
 - Expansions
 - Closures
- Floating Covers and Digesters
- Potable Water Reservoirs
- Recreational Ponds & Lakes
- Mining Leach Pads and Ponds
- Methane barriers
- Secondary Containment
- Tank Linings
- Protective Embankment Covers

PARTIAL PROJECTS LIST

PROJECT INFORMATION	PROJECT DESCRIPTION	LOCATION	PROJECT COMPLETION
COUNTY of TULARE 5961 South Mooney Blvd. Visalia, CA 93277 Johnny Wong 559-733-6653	VISALIA LANDFILL 2,815,000 sf GCL 2,815,000 sf Geocomposite 2,815,000 sf Geotextile 2,815,000 sf 60 mil HDPE Geomembrane	VISALIA, CA	DECEMBER 2008
CLEAN HARBORS 2500 West Lokern Road Buttonwillow, CA Faizur Khan 281-930-2410	WMU 35-3 EXPANSION 276,500 sf GCL 918,000 sf Geocomposite 970,000 sf 80 mil HDPE Geomembrane	BUTTONWILLOW, CA	MAY 2009
LOS ANGELES COUNTY 1955 Workman Mill Road Whittier, CA 90601 Ted Brodeur 562-699-7411	PALMDALE WATER RECLAMATION 2,400,000 sf 80 mil HDPE Geomembrane 6,100,000 sf 60 mil HDPE Geomembrane	PALMDALE, CA	JANUARY 2010
LOS ANGELES COUNTY 1955 Workman Mill Road Whittier, CA 90601 Jon Dahl 562-699-7411	LANCASTER WATER RECLAMATION 2,223,000 sf 80 mil HDPE Geomembrane 11,761,000 sf 60 mil HDPE Geomembrane	LANCASTER, CA	APRIL 2010
RECOLOGY 6426 Hay Road Vacaville, CA Chris Taylor 707-678-4718	HAY ROAD LF 55,000 sf GCL 1,159,000 sf 60 mil HDPE Geomembrane 560,468 sf 8 oz. Geotextile	VACAVILLE, CA	AUGUST 2010

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D&E CONSTRUCTION, INC.

29 PALMS MCAGCC Twenty-nine Palms, CA Kent Johnson 760-830-4711	29 PALMS MCAGCC 281,709 sf 60 mil DS HDPE Geomembrane 144,200 sf 60 mil SS HDPE Geomembrane 427,429 sf GCL 149,500 sf 16 oz. Geotextile	29 PALMS, CA	AUGUST 2011
KERN COUNTY 2700 "M" Street, Suite 500 Bakersfield, CA 93301 Ariel Pascual 661-496-5122	BENA LANDFILL 982,300 sf 60 MIL HDPE Geomembrane 981,500 sf GCL 973,900 sf 8 OZ Geotextile 981,500 sf 10 OZ Geotextile	BAKERSFIELD, CA	SEPTEMBER 2011
CALAVERAS COUNTY 891 Mountain Ranch Road San Andreas, CA 95249 Ron Houghton 209-728-0253	ROCK CREEK LANDFILL 443,400 sf 40 mil LLDPE Geomembrane 443,400 sf Geocomposite	FARMINGTON, CA	DECEMBER 2011
COUNTY of SACRAMENTO 9850 Goethe Road Sacramento, CA 95827 Kevin Artero 916-875-6798	KIEFER LF 874,000 sf GCL 613,500 sf DS HDPE Geomembrane 920,100 sf SS HDPE Geomembrane	SACRAMENTO, CA	JUNE 2012
HUMBOLT WASTE MANAGEMENT 1059 West Hawthorne Street Eureka, CA 95501 Clayton Coles 530-275-4800	CUMMINGS ROAD LANDFILL PHASE 1 CLOSURE 1,057,200 sf 60 mil LLDPE Super GripNet 1,057,200 sf 8 oz. Geotextile	EUREKA, CA	AUGUST 2012
CITY of REDLANDS 35 Cajon Street, Suite 15-A Redlands, CA 92373 Todd Ramey 530-272-2448	CALIFORNIA STREET LANDFILL, PHASE 3 320,640 sf 40 MIL HDPE Geomembrane 529,428 sf 60 MIL HDPE Geomembrane 320,640 sf GCL 529,428 sf Geocomposite	REDLANDS, CA	NOVEMBER 2012
ABENER TEYMA JOJAVE GENERAL PARTNERSHIP 16401 Swingley Ridge Rd Ste 700 Chesterfield, MO 63017 Scott Dent 602-222-5376	MOJAVE EVAPORATION PONDS & LTU FAC 1,099,108 sf 40 MIL S-Conductive HDPE 1,099,108 sf 200 MIL Geonet 1,099,108 sf 60 MIL S-Conductive HDPE	HINKLEY, CA	JULY 2013
CLEAN HARBORS 2500 West Lokern Road Buttonwillow, CA 93203 Faizur Khan 281-930-2410	WMU CELL, CLEAN HARBORS 1,376,091 sf 80 MIL HDPE Geomembrane 510,022 sf LDCRS Geocomposite 650,727 sf GCL 323,710 sf 16 oz Non-Woven Geotextile	BUTTON WILLOW, CA	DECEMBER 2013
COUNTY OF SAN BERNARDINO 222 West Hospitality Lane, 2ND Floor San Bernardino CA 92415 Eddie Juarez 714-540-5351	BARSTOW LF BORROW AREA LINER 546,357 sf GCL 632,271 sf 60 MIL HDPE Geomembrane 848,817 Geotextile 204,385 Plastic Liner Cover w/ sandbag Ballast	BARSTOW, CA	MAY 2014
COUNTY OF RIVERSIDE 14310 Frederick Street Moreno Valley, CA 92553 Doug Burhoe (661) 295-1455	BADLANDS LF CANYON 4 PHASE 3 582,679 sf GCL 1,008,443 sf 60 Mil HDPE Geomembrane 748,906 sf Geotextile 331,765 sf 8 MIL Protective Membrane	MORENO VALLEY, CA	OCTOBER 2014
CITY OF PORTOLA PO Box 1255 Portola, CA John Avila 559-274-0300	PORTOLA LF FINAL CLOSURE 946,000 LLDPE Closure Turf	PORTOLA, CA	OCTOBER 2014

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CITY OF BRENTWOOD 150 CITY PARK WAY BRENTWOOD, CA 94513 Michael Sallee 775-284-2929	WWTP HOLDING POND LINER 224,100 SF 45 MIL HYPALON	BRENTWOOD, CA	DECEMBER 2014
MUSCO FAMILY OLIVE COMPANY 17950 VIA NICOLO ROAD TRACY, CA 95377 Jim Murray 209-333-1116	MUSCO FAMILY OLIVE COMPANY 458,000 SF 45 MIL POLYPROPYLENE GEOMEMBRANE 458,000 SF TENDRAIN 7 GEOCOMPOSITE 458,000 SF 60 MIL SST HDPE GEOMEMBRANE	TRACY, CA	JANUARY 2015
UNIVERSITY OF CALIFORNIA, DAVIS CAMPUS 255 COUSTEAU PLACE DAVIS, CA 95618 MARK ARIZA 916-481-6792	LANDFILL CLOSURE PROJECT UC DAVIS 245,000 SF 8 OZ GEOTEXTILE 277,000 SF 50 MIL LLDPE SUPER GRIP NET 65,000 SF GCL	DAVIS, CA	JANUARY 2015
KERN COUNTY WASTE MANAGEMENT 2700 M ST STE 500 BAKERSFIELD, CA 93301 DAVE RAMINHA 805-461-0052	TAFT SANITARY LF MOD 2 478,276 SF 60 MIL DT GEOMEMBRANE 478,276 SF GCL W/40 MIL VAPOR BARRIER 216,127 SF GEOTEXTILE CUSHION	TAFT, CA	JANUARY 2015
OLIVENHAIN MUNICIPAL WATER DISTRICT 16595 DOVE CANYON ROAD SAN DIEGO, CA 92127 GEORGE BRIEST 760-632-4640	4S RANCH WET WEATHER STORAGE 520,000 SF XR-5 8130 GEOMEMBRANE 1,040,00 SF 8 OZ GEOTEXTILE	ENCINITAS, CA	OCTOBER 2015
COUNTY OF SAN BERNARDINO 222 W HOSPITALITY LANE, 2 ND FLOOR SAN BERNARDINO, CA 92415 EDDIE JUAREZ 714-460-1049	MID VALLEY LANDFILL, UNIT 1 CLOSURE 951,000 SF 60 MIL GEOMEMBRANE 489,000 SF GCL 353,000 SF 12 OZ GEOTEXTILE 353,000 SF 8 OZ GEOTEXTILE 112,000 SF 16 OZ GEOTEXTILE	RIALTO, CA	DECEMBER 2015
COUNTY OF SHASTA 1450 COURT STREET, SUITE 308 B REDDING, CA 96001 KEVIN CARR 707-448-4488	WEST CENTRAL LF – UNIT 4C 55,010 SF 60 MIL HDPE GEOMEMBRANE 54,313 SF GCL 54,724 SF GEOTEXTILE 15,827 SF RPC COVER	REDDING, CA	OCTOBER 2016
COUNTY OF ORANGE 300 N FLOWER STREET, SUITE 400 SANTA ANA, CA 92703 EDDIE JUAREZ 714-460-1049	FRB LF GROUNDWATER PROTECTION SYSTEM 560,000 SF 16 OZ GEOTEXTILE 450,000 SF PROTECTIVE PLASTIC COVER 560,000 SF 80 MIL SST HDPE 560,000 SF GCL	IRVINE, CA	OCTOBER 2016
PHILIP VERWAY FARMS 19765 13 TH AVENUE HANFORD, CA 93230 CRAIG HARTMAN 559-802-3052	VERWAY FARMS HANFORD 603,386 SF 60 MIL CONDUCTIVE HDPE 603,386 SF 60 MIL SECONDARY HDPE 603,386 SF GEONET	HANFORD, CA	FEBRUARY 2016

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Dennis Kennedy

WORK EXPERIENCE

D&E Construction, Inc
Visalia, Ca

SUPERINTENDENT

July 2002 To Present

Mr. Kennedy manages a foreman and technicians in addition to laborers. Mr. Kennedy is also responsible for oversight and completion of projects. His installation of materials for projects is approximately 200 million square feet with the companies listed below. With

D & E his experience consists of over 30 million square feet of materials on several different projects. Materials include HDPE, Polypropylene, Hypalon, Geotextile, Geocomposite and GCL.

February 1994 to February 2002
Co./Serrot

Superintendent with National Seal

July 1990 to February 1994

Foreman with National Seal Co.

SPECIAL SKILLS

Mr. Kennedy has experience in installation of Geomembrane's for drinking water reservoirs, leach pads and methane gas barriers, in addition to landfills & pond liners. He has been involved in the installation of floating covers and various tanks. Solvent welding, encapsulating floats, pipe boots, installing batton around tops of ponds, cement and steel tanks, inlet/outlet penetrations and various other locations.

REFERENCES

Doug Burhoe – Independent Construction – (661) 295-1455

Richard Erickson – CETCO – (530) 889-2600

Ed Juarez – SUKUT Construction – (714) 614-7594

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Ernesto Alvarado

WORK EXPERIENCE

D&E Construction, Inc
Visalia, Ca

SUPERINTENDENT

July 2005 to Present

Mr. Alvarado manages a foreman and technicians in addition to laborers. Mr. Alvarado is also responsible for oversight and completion of projects. His installation of materials for projects is approximately 200 million square feet with the companies listed below. With D & E his experience consists of over 25 million square feet of materials on several different projects. Materials include HDPE, LLDPE, Polypropylene, Hypalon, Geotextile, Geocomposite and GCL.

2002 to 2005	Superintendent with Sierra Geosynthetic Services, Inc.
1994 to 2002	Superintendent with Serrot
1990 to 1994	Foreman with National Seal Co.

SPECIAL SKILLS

Mr. Alvarado has experience in installation of Geomembrane's for drinking water reservoirs, leech pads and methane gas barriers, in addition to landfills & pond liners. He has been involved in the installation of floating covers and various tanks. Solvent welding, encapsulating floats, pipe boots, installing batton around tops of ponds, cement and steel tanks, inlet/outlet penetrations and various other locations.



VICTOR CASILLAS

WORK EXPERIENCE
D & E Construction, Inc
Visalia, CA

SUPERINTENDENT

July 2002 to Present

Mr. Casillas manages a foreman and technicians in addition to laborers. Mr. Casillas is also responsible for oversight and completion of projects. He has installed approximately 20 million square feet of HDPE, 2 million square feet of LLDPE, 10 million square feet of Geocomposite, 15 million square feet of GCL and 10 million square feet of Geotextile. His duties also include: daily construction reports, reporting payroll for his crew and oversight of equipment.

FOREMAN / QUALITY CONTROL

February 2001 to June 2002

As foreman Mr. Casillas oversaw technicians and laborers while installing Geomembrane, Geocomposite, GCL, and Geotextile. His installation experience includes landfills, potable water ponds and wastewater treatment ponds. He aided in processing of daily construction reports. His duties included daily routine maintenance of equipment.

Mr. Casillas has been trained by an on-site supervisor in the quality control area and has participated in in-house training. The advanced training for the performance of vacuum testing and air pressure testing covered in this program. Since completing this program, Mr. Casillas has performed quality control on many projects. His duties include: preparing panel layouts, asbuilts, and calculating square footage on projects in progress and on projects upon completion.

MASTER SEAMING TECHNICIAN

May 2000 to January 2001

Participated in an in-house training program. All basics of extrusion welding, fusion welding, vacuum testing, and air pressure testing covered in this program.

FROYLAN SALINAS**WORK EXPERIENCE**

D & E Construction, Inc
Visalia, CA

FOREMAN / MASTER SEAMER

September 2006 to Present

As foreman Mr. Salinas oversees 10 to 12 technicians and laborers while installing in excess of 20 million square feet of HDPE, 5 million square feet of Geocomposite, 7 million square feet of GCL and 6 million square feet of Geotextile. His installation experience includes landfills, potable water ponds and wastewater treatment ponds. He aided in processing of daily construction reports. His duties included daily routine maintenance of equipment.

MASTER SEAMING TECHNICIAN

Previous to September 2006

Mr. Salinas has participated in several projects installing in excess of 5 million square feet of HDPE, 2 million square feet Geotextile, 500,000 square feet GCL and 1 million square feet of Geocomposite and 2 million square feet of various materials such as Polypropylene, PVC, Hypalon, and other flexible membranes.

RAUL VENTURA**WORK EXPERIENCE**

D & E Construction, Inc
Visalia, CA

FOREMAN / MASTER SEAMER

May 2006 to Present

As a Foreman / Master Seamer, Mr. Ventura oversees 10 to 12 technicians and laborers while installing in excess of 10 million square feet of HDPE, 3 million square feet of Geocomposite, 4 million square feet of GCL and 2 million square feet of Geotextile. His installation experience includes landfills, potable water ponds and wastewater treatment ponds. He aided in processing of daily construction reports. His duties included daily routine maintenance of equipment.

MASTER SEAMER

July 2003 to May 2006

Mr. Ventura has participated in an in-house training program. We covered all basics of extrusion welding, fusion welding; vacuum testing and air pressure testing in this program.

VICENTE DAVILA**WORK EXPERIENCE**

D & E Construction, Inc
Visalia, CA

MASTER SEAMING TECHNICIAN

June 2002 to Present

Mr. Davila has participated in an in-house training program. All basics of extrusion welding, fusion welding, vacuum testing and air pressure testing were covered in this program. Since completing this program, Mr. Davila has participated in several projects installing over 20 million square feet of HDPE, 15 million square feet of Geotextile, 10 million square feet Geocomposite and 15 million square feet of GCL materials.

SPECIAL SKILLS

Since coming to work for D & E Construction, Inc., Mr. Davila has demonstrated extraordinary skill in seaming materials and has made rapid advancement. He has proven himself to be reliable and detail oriented as regards the tasks he is assigned.

LEON GUERRA

WORK EXPERIENCE

D & E Construction, Inc
Visalia, CA

QUALITY CONTROL

July 2005 to Present

Mr. Guerra has been trained by an on-site supervisor in the quality control area, and has participated in in-house training. The advanced training for the performance of vacuum testing and air pressure testing were covered in this program. Since completing this program, Mr. Guerra has performed quality control on several projects, covering over 12 million square feet of various geosynthetic materials, including over 6 million square feet of HDPE geomembrane.