



# **RESOLUTION No. 17-232**

## **OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA**

### **RESOLUTION REJECTING INITIAL BIDS, APPROVING REVISED CONSTRUCTION DOCUMENTS AND AUTHORIZING THE PURCHASING AGENT TO RE-SOLICIT BIDS FOR PHASE II OF A NEW PERIMETER FENCE AND GATE SYSTEM AT THE NEVADA COUNTY AIRPORT**

WHEREAS, the Nevada County Airport desires to build a new perimeter fence and gate system in two Phases; and

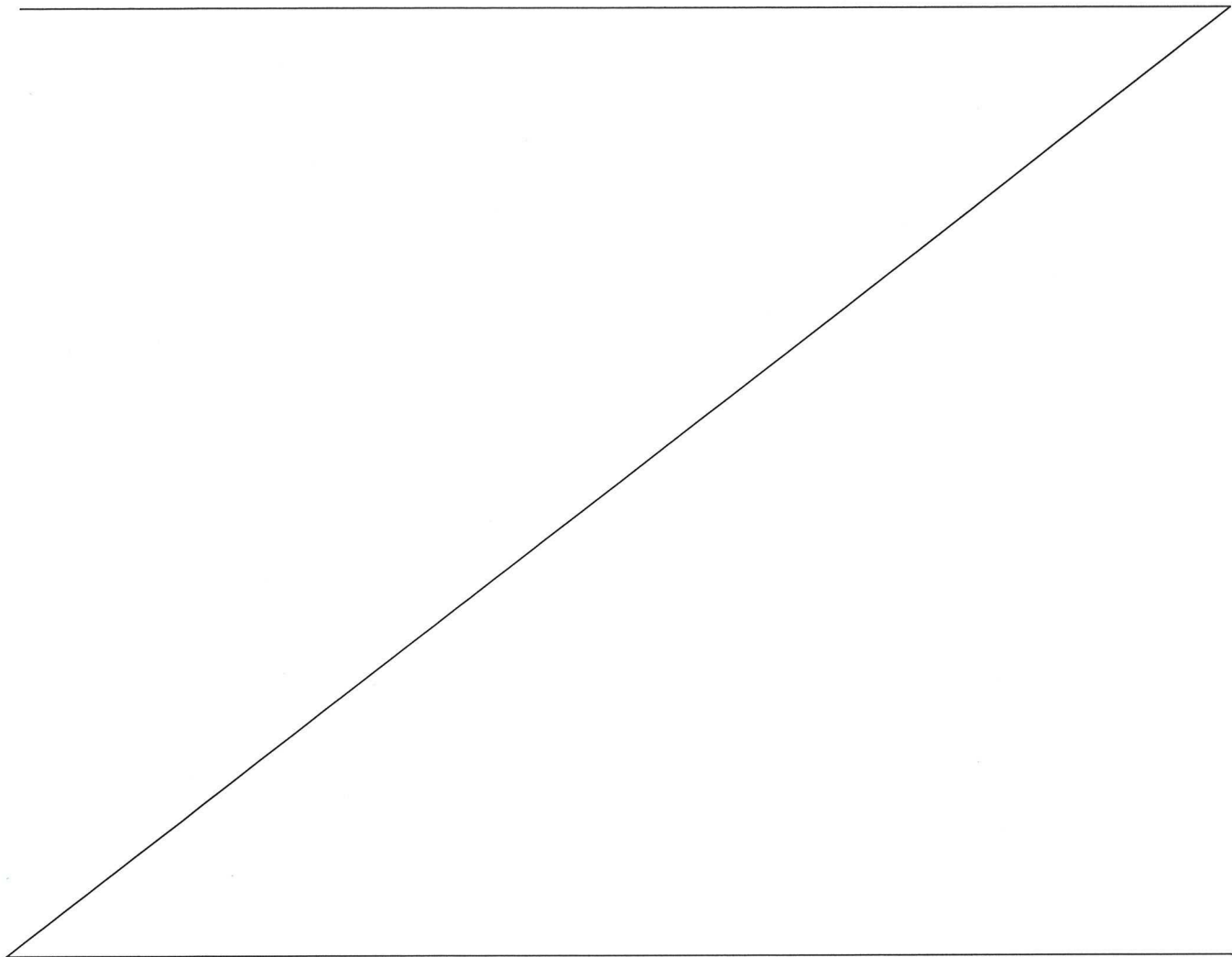
WHEREAS, Resolution 17-120 approved the bidding documents and specifications and authorized the solicitation of initial bids of Phase II of the project; and

WHEREAS, the initial bid documents included license requirements and wording that the bidders did not meet; and

WHEREAS, consultation with the California State Licensing Board resulted in a change to the licensing requirements and wording as reflected in the revised bidding documents.

NOW, THEREFORE, BE IT RESOLVED that the Nevada County Board of Supervisors of the County of Nevada, State of California, hereby:

1. Rejects the initial bids and approves the bidding documents and specifications for Phase II of the New Perimeter Fence and Gate System and authorizes the Chair of the Board of Supervisors to sign the documents.
2. Instructs the Purchasing Division to re-advertise for bids in accordance with applicable regulations with the bid opening date to be set by the Purchasing Agent.



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 23rd day of May, 2017, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank  
Weston and Richard Anderson.  
Noes: None.  
Absent: None.  
Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By:  \_\_\_\_\_

  
\_\_\_\_\_  
Hank Weston, Chair

5/23/2017 cc: Airport\*  
AC\*  
Purchasing\*

## CONTRACT TIME LINE

1. BIDS DUE: June 8, 2017 at 3:00 p.m. Local time
2. BID OPENING: June 8, 2017 at 3:00 p.m. Local time
3. **MANDATORY PRE-BID MEETING:** May 30, 2017 at 9:00 a.m. Local time
4. BIDS TO REMAIN OPEN FOR 120 **DAYS** FROM DATE OF OPENING OF BIDS.
5. NOTICE OF AWARD DUE WITHIN 120 **DAYS** OF OPENING OF BIDS.
6. BID BONDS OF UNSUCCESSFUL BIDDERS TO BE RETURNED WITHIN 10 **DAYS** OF AWARD BY COUNTY.
7. CONTRACT SIGNING AND BONDS DUE WITHIN 15 **DAYS** OF NOTICE OF AWARD.
8. CONSTRUCTION MUST BEGIN WITHIN 15 **DAYS** AFTER MAILING OF NOTICE TO PROCEED.
9. CONTRACTOR MUST GIVE 24 HOURS WRITTEN NOTICE OF DATE WORK WILL COMMENCE.
10. WORK MUST BE COMPLETED WITHIN 60 **CALENDAR DAYS FOR THE BASE BID** OF MAILING OF THE NOTICE TO PROCEED.

**INVITATION TO BID**

FOR: Perimeter Fence and Gate System Upgrades Project, Phase II (RE-BID)

LOCATED AT: Nevada County Airport

**Sealed bids will be received at the office of:**

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

Until 3:00 p.m. p.m. local time on June 8, 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. Bids received after said time will not be accepted and will be returned unopened. All interested parties are invited to attend.

The work to be performed includes the following:

Clearing, grubbing and tree removal; fencing and gate demolition and removal; furnishing and installing approximately 6,100 LF of perimeter fencing and pedestrian and manual and automatic vehicle gates.

Bids shall be:

COMBINATION OF LUMP SUM AND UNIT PRICES

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 can be obtained at the office of the:**

County of Nevada  
Purchasing Division  
950 Maidu Avenue, Suite 130  
Nevada County, CA 95959  
Contact: Diana Wilburn at (530) 265-1766 or [diana.wilburn@co.nevada.ca.us](mailto:diana.wilburn@co.nevada.ca.us)

and may be seen at the office listed above. Bidding documents, excluding plans unless they are made available, are also available electronically from [www.mynevadacounty.com/nc/igs/purchasing](http://www.mynevadacounty.com/nc/igs/purchasing) under Requests for Proposal section. Vendors must register with the County in order to be notified of addendums and other notices. To register, please send an email to [diana.wilburn@co.nevada.ca.us](mailto:diana.wilburn@co.nevada.ca.us) indicating **Nevada County Airport Perimeter Fence and Gates System Project, Phase II (RE-BID)** in the title. If you do not receive a reply to this email indicating that you have been registered, please call 530-265-1766.

Contractor will be required to possess a **Class A** or **C13** contractor's license at the time the bid is submitted. All work shall be covered under the Contractor's respective license classification(s) or the work shall be subcontracted to appropriately licensed subcontractors.

A non-refundable charge of **\$150.00** will be made for each set of documents, and an additional charge of **\$25.00** will be made if those documents are mailed.

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:

County of Nevada  
Purchasing Division  
c/o Auditor Controllers Office  
950 Maidu Avenue, Suite 230  
Nevada County, CA 95959

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

A **MANDATORY** pre-bid conference or walk-through will be held on **May 30, 2017** at the hour of **9:00 a.m.** at: Nevada County Airport, Airport Administration Building, 13083 John Bauer Avenue, Grass Valley, CA, 95945.

Bids will **NOT** be accepted from bidders who did not attend the pre-bid conference unless they attended and signed the attendance sheet from the April 4, 2017 pre-bid meeting.

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.

**DEPARTMENT OF INDUSTRIAL RELATIONS CONTRACTOR REGISTRATION.**

Under Labor Code section 1771.1(a), it is not a violation for an unregistered contractor to submit a bid that is authorized by Public Contract Code sections 10164 or 20103.5 (projects involving federal funds), provided that the contractor is registered to perform public work pursuant to Labor Code section 1725.5 at the time the contract is awarded.

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](http://www.dhs.gov/e-verify).

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>. This contract is also subject to Federal Davis Bacon requirements. Contractor shall not pay less than the prevailing rate of wages of the higher of state or federal 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: 5/23/2017

COUNTY OF NEVADA  
STATE OF CALIFORNIA

By Hank Weston  
Chair, Board of Supervisors

## INSTRUCTIONS TO BIDDERS

FOR: Perimeter Fence and Gate System Upgrades Project, Phase II (RE-BID)

LOCATED AT: Nevada County Airport

### 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 with Acknowledgement of Addenda  
Bidder's Bond or other security  
Experience Statement  
Bidder's Representations  
Additional Required Forms  
    Bidder's Questionnaire and Statements  
    Contractor's Certification of Eligibility  
    Non-Collusion Declaration  
    Buy American Certification  
Certifications:  
    Notice of Non-Segregated Facilities Requirement  
    Certification of Non-Segregated Facilities  
    Certification Regarding Debarment and Suspension (Bidder or Offeror)  
    Certification Regarding Debarment and Suspension (Successful Bidder)  
    Lobbying and Influencing Federal Employees  
Bidder's Statement of Contracts Subject to EEO Clause  
Statement of Surety's Intent  
Iran Contracting Act Certification  
List of Subcontractors and Service Providers  
Disadvantaged Business Enterprise (DBE) Statement  
Safety Plan Compliance Document (SPCD)  
County Special Provisions  
Technical Specifications  
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 and Specifications and Drawings 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 in writing and delivered to County at least ten (10) days before the time announced for opening of the proposals. 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. ADDENDA**

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, the bids shall be addressed to:

County of Nevada  
Purchasing Division  
950 Maidu Avenue, Suite 230  
Nevada County, CA 95959

If delivered in person, the bids shall be submitted to:

County of Nevada

Purchasing Division  
c/o Auditor Controllers Office  
950 Maidu Avenue, Suite 230  
Nevada County, 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 **MANDATORY** pre-bid conference or walk-through will be held at:

**Nevada County Airport, Airport Administration Building**  
13083 John Bauer Avenue, Grass Valley, CA, 95945

**May 30, 2017 at 9:00 a.m. Local Time**

At the time and date stated in the Invitation to Bid, the representatives of County, any 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 both a lump sum price and prices for all unit cost items and alternatives shown on the bid form. Failure to comply may be cause for rejection. Award of contract shall be to the low, responsive, responsible bidder on the base bid.

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 **15 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 **one hundred twenty (120) 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 **one hundred twenty (120) 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.

It is County's intent to accept alternates (if any are accepted) in the order in which they are listed in the bid form, but County may accept them in any order or combination.

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.

**Five (5) 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 **15 calendar 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 **30 days** of the execution of the contract, depending on the availability of Federal funds. 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 Nevada County 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 Nevada County 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. Refer to FAA Section 80 Execution and Progress; 80-08.

## **30. DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

In order to meet FAA requirements, the County encourages the participation of Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with Federal Funds. The Contractor shall not discriminate on the basis of race, national origin, or sex in the award and performance of subcontracts.

Bidders are advised that, as required by federal law, the County and FAA has established a DBE goal. This County federal-aid contract is considered to be part of the DBE goal. The County is required to report to the FAA on DBE for all Federal-aid contracts each year.

All DBE forms attached to this contract document shall be filled out by the Contractor per these specifications.

The race neutral DBE availability advisory for this project is 7.1% of the total bid amount. Based on the Ninth Circuit Court Decision in the Western States Paving Company v. Washington State Department of Transportation, Nevada County and the Nevada County Airport has determined it is appropriate to use a race/gender-neutral DBE goal. The County encourages all Contractors to take active race/gender-neutral steps to include DBEs in this and other airport contracts. Race/gender-neutral steps include the following: unbundling large contracts; identifying portions of work for subcontracting; provision of assistance in bonding and financing; technical assistance, etc. This contract can be awarded without the lowest responsive bidder meeting the goal.

There are no requirements for MBE, Disabled Veteran Owned Business Enterprises, or Service Disabled Veteran Owned Small Business Enterprises.

**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, including Acknowledgment of Addenda (signed)		
2. BID SECURITY: Bid Bond (must be signed by corporate surety); or Cashier's check; or Certified Check; or Cash		
3. EXPERIENCE STATEMENT FORM		
4. BIDDER'S REPRESENTATIONS: (BIDDER'S QUALIFICATIONS, WORKER'S COMPENSATION)		
5. BIDDER'S QUESTIONNAIRE AND STATEMENTS		
6. CONTRACTOR'S CERTIFICATION OF ELIGIBILITY		
7. NON-COLLUSION DECLARATION		
8. BUY AMERICAN CERTIFICATION		
9. CERTIFICATIONS: NOTICE OF NON-SEGREGATED FACILITIES REQUIREMENT, CERTIFICATION OF NON-SEGREGATED FACILITIES, CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR), CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER), LOBBYING AND INFLUENCING FEDERAL EMPLOYEES		
10. BIDDER'S STATEMENT OF CONTRACTS SUBJECT TO EEO CLAUSE		
11. STATEMENT OF SURETY'S INTENT		
12. IRAN CONTRACTING ACT CERTIFICATION		

13. LIST OF SUBCONTRACTORS AND SERVICE PROVIDERS		
14. DISADVANTAGED BUSINESS ENTERPRISE (DBE) STATEMENT		
15. SAFETY PLAN COMPLIANCE (SPCD) CERTIFICATION		