

**COUNTY OF NEVADA
STATE OF CALIFORNIA**

**BIDDING DOCUMENTS, SPECIFICATIONS
AND CONTRACT DOCUMENTS**

FOR

EGRESS/INGRESS FIRE SAFETY PROJECT

COUNTY CONTRACT NO. 715001



BIDS DUE: 12/18/2020

(Standard Public Works Contract)

PROFESSIONAL ENGINEERS SIGNATURE PAGE

THE GENERAL PROVISIONS CONTAINED HEREIN HAVE BEEN PREPARED BY OR UNDER THE DIRECTION OF THE FOLLOWING REGISTERED PERSON.



REGISTERED CIVIL ENGINEER

CONTRACT TIME LINE

1. BIDS DUE: **December 18, 2020, at 3:00 p.m.**
2. BID OPENING: **December 18, 2020, 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. SIGNED CONTRACT AND BONDS DUE WITHIN **30 DAYS** OF NOTICE OF AWARD.
7. NOTICE TO PROCEED WITH WORK WILL BE ISSUED 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 BY MARCH 31, 2022**

COUNTY OF NEVADA
DEPARTMENT OF PUBLIC WORKS

INVITATION TO BID

FOR: EGRESS/INGRESS FIRE SAFETY PROJECT

CONTRACT NO. – 715001

LOCATED AT: NEVADA COUNTY, CALIFORNIA

Sealed bids will be received at the office of:

Purchasing Division Suite 129
County of Nevada
950 Maidu Avenue, 1st Floor,
Nevada City, CA 95959

Until **3:00 p.m. December 18, 2020** local time 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.

Due to State mandated social distancing policy the County will conduct this public bid opening following on-line site: Nevada County is inviting you to a scheduled TEAMS meeting at:

[Join Microsoft Teams Meeting](#)

+1 530-414-9282 United States, Truckee (Toll)

Conference ID: 316 717 688#

The work to be performed includes the following:

The work to be done, in general, consists of removal of brush/vegetation along approximately 162 miles of County roadways. The areas to receive vegetation removal are described in the special provisions.

The Engineer's Estimate for this Contract is \$675,000.

Bids shall be **UNIT PRICES**

Bids must be for all of the work described herein unless the Bid Form specifically indicates a bid item is optional.

Complete work by **March 31, 2022**.

Obtaining Contract Documents: Official copies of the Contract Documents for bidding may be downloaded free of charge at the following link: www.mynevadacounty.com/purchasing. Alternatively, these documents may be purchased for approximately \$50.00 in person at the Purchasing Division, 950 Maidu Ave, Nevada City, CA 95959.

Questions regarding the work or the Contract Documents shall be submitted online on Public Purchase.

Contractor will be required to possess a contractor's license appropriate for the categories and types of work included in this Contract at the time the bid is submitted.

A pre-bid conference or walk-through will **NOT** be held.

DEPARTMENT OF INDUSTRIAL RELATIONS CONTRACTOR REGISTRATION. The Department of Industrial Relations (DIR) has launched an online application at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html> 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 Form, 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 Sections 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.

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 payment 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 bid requirements and conditions set forth in the Contract Documents.

County reserves the right, acting in its sole discretion, to waive immaterial bid irregularities, to accept or reject all bids, or to abandon the Project entirely.

By order of the Nevada County Board of Supervisors, November 17, 2020.

DATED: 11/17/2020

COUNTY OF NEVADA
STATE OF CALIFORNIA

By Heidi Hall
Chair, Board of Supervisors

INSTRUCTIONS TO BIDDERS

FOR: **EGRESS/INGRESS FIRE SAFETY PROJECT**

LOCATED AT: **NEVADA COUNTY, CALIFORNIA**

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
Instructions to Bidders
Checklist of Documents Enclosed by Bidder
Bid Form
Bidder's Bond or other security
Experience Statement
Subcontractor List
Bidder's Representations
Proposed Contract Documents
Any and all Addenda

2. COPIES OF BIDDING DOCUMENTS

Complete copies of the bid documents and specifications for use in preparing bids may be obtained in accordance with the Invitation for Bid. Bid documents are also available electronically and can be downloaded from www.mynevadacounty.com/purchasing under the Requests for Bids and Proposals section. Addenda will also be posted to this location. Vendors must register with the County in order to be notified of addendums and other notices. To register, please go to: <https://www.publicpurchase.com/gems/register/vendor/register>.

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 submit, with their bid, written evidence of bidder's qualifications to perform the work. Bidders will 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 will 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 without submittal of a completed experience statement form or 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.

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.

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;
10. Other: _____

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 bids. 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.

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 for Bid and shall be included in a sealed envelope addressed to the Nevada County Purchasing Division. If mailed, the bids shall be addressed to:

Submit Bids to:
Nevada County Purchasing Division
Eric Rood Administrative Center
950 Maidu Avenue
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: EGRESS/INGRESS FIRE SAFETY PROJECT.

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 **not** be held.

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.

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 bid 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 Invitation to Bid and 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 \$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. **Due to the State mandated social distancing policy, the County will conduct this public bid opening through the following on-line site: Nevada County is inviting you to a scheduled TEAMS meeting at**

[Join Microsoft Teams Meeting](#)

+1 530-414-9282 United States, Truckee (Toll)

Conference ID: 316 717 688#

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-PROTESTS

The Contract, if it is awarded, will be awarded to the lowest responsible bidder whose bid complies with the requirements set forth herein. The lowest bidder shall be the bidder submitting the lowest price for the work as specified.

Within **60** days after the time of opening the bids, County will act either to accept a bid or to reject all bids. The acceptance of a bid will be evidenced by a notice of award of Contract in writing.

County will use email to notify bidders of the decision of the County on the award of this Bid. Therefore, it is essential that bidders identify one or more contact persons on the Bid Form who have frequent access to email. The County will not be responsible for delivery failure of email due to firewalls, spam filters, or individuals' failure to retrieve email messages. The County will not attempt to re-deliver any messages which fail due to no fault of the County.

The award of Contract shall obligate the bidder whose bid is accepted to furnish a performance bond, payment bond, warranty bond, and evidences of insurance (certificates of insurance and endorsements specified in the Contract) and execute the agreement set forth in the Contract Documents.

In addition but not limited to the following, the County reserves the right to reject any and all bids and to waive any and all formalities, and the right to disregard all nonconforming, 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.

Protests and Appeals:

Bid Protest. Any bid protest must be in writing, received by the Purchasing Agent at the Rood Administrative Center, 950 Maidu Avenue, Suite 130, Nevada City, CA, before 5:00 p.m. no later than five working days following the notice of intent to award (herein referred to as the Bid Protest Deadline), and must comply with the following requirements:

1. General. Only a bidder who has actually submitted a Bid Form is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. If required by County, the protesting bidder must submit a non-refundable fee in the amount specified by County, based upon County's reasonable costs to administer the bid protest. Any such fee must be submitted to County no later than the Bid Protest Deadline, unless otherwise specified. For purposes of this Section 1, a "working day" means a day that County is open for normal business, and excludes weekends and holidays observed by County.
2. Protest Contents. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.
3. Copy to Protested Bidder(s). A copy of the protest and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
4. Bidders Response to Protest. The protested bidder may submit to the County a written response to the protest, provided the response is received before 5:00 p.m., within two working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.
 - 4.1 Copy to Protesting Bidder. A copy of the response and all supporting documents must be concurrently transmitted by fax or by email, by or before the Bid Protest Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
5. Exclusive Remedy. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.
6. Right to Award. The County Board of Supervisors reserves the right to award the Contract to the bidder it has determined to be the responsive, responsible bidder submitting the lowest bid, and to issue a notice to proceed with the Work notwithstanding any pending or continuing challenge to its determination.

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.

Three (3) 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 **30 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





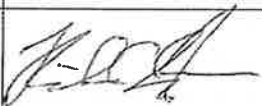
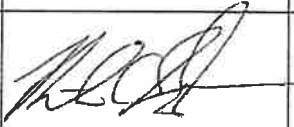
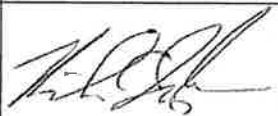
The Contractor may elect to receive one hundred percent (100%) of payments due under this Contract from time to time, without retention of any portion of the payment by the public agency, by depositing securities of equivalent value with County in accordance with the provisions of Section 22300 of the 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)		
2. ACKNOWLEDGMENT OF ADDENDA		
3. BID SECURITY: Bid Bond (must be signed by corporate surety); or Cashier's check; or Certified Check; or Cash		
4. EXPERIENCE STATEMENT (signed)		
5. SUBCONTRACTOR LIST (signed)		
6. BIDDER'S REPRESENTATIONS: (BIDDER'S QUALIFICATIONS, WORKER'S COMPENSATION CERTIFICATION, NONCOLLUSION DECLARATION)		
7. PUBLIC CONTRACT CODE: 10285.1, 10162, AND 10232 (signed)		

BID FORM

(Nevada County Standard Form Bid Document)

BID TO THE COUNTY OF NEVADA FOR: Egress-Ingress Fire Safety Project

Name of Bidder: McKellar Tree Service and Logging, Inc.

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: Article II: Scope of Work

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:

Item No.	Item	Unit of Measure	Estimated Quantity	Item Price
1.	Area #1 – Group #1	LS	1	11,455.30
2.	Area #1 – Group #2	LS	1	12,736.24
3.	Area #1 – Group #3	LS	1	12,589.85
4.	Area #1 – Group #4	LS	1	20,824.49
5.	Area #1 – Group #5	LS	1	9,186.20
6.	Area #1 – Group #6	LS	1	6,990.29
7.	Area #1 – Group #7	LS	1	74,770.54
8.	Area #1 – Group #8	LS	1	22,947.20
9.	Area #1 – Group #9	LS	1	18,884.78

10.	Area #1 – Group #10	LS	1	19,580.15
11.	Area #1 – Group #11	LS	1	1,829.92
12.	Area #1 – Group #12	LS	1	5,123.78
13.	Area #1 – Group #13	LS	1	26,350.85
14.	Area #1 – Group #14	LS	1	22,983.80
15.	Area #1 – Group #15	LS	1	7,832.06
16.	Area #1 – Group #16	LS	1	18,445.59
17.	Area #1 – Group #17	LS	1	14,017.19
18.	Area #1 – Group #18	LS	1	13,651.20
19.	Area #3 – Group #1	LS	1	6,895.14
20.	Area #3 – Group #2	LS	1	24,381.86
21.	Area #3 – Group #3	LS	1	15,810.51
22.	Area #3 – Group #4	LS	1	34,490.33
23.	Area #3 – Group #5	LS	1	8,596.96
24.	Area #3 – Group #6	LS	1	4,702.89
25.	Area #3 – Group #7	LS	1	5,588.58
26.	Area #3 – Group #8	LS	1	17,860.02
27.	Area #3 – Group #9	LS	1	5,306.77
28.	Area #3 – Group #10	LS	1	11,707.83

29.	Area #3 – Group #11	LS	1	53,214.08
30.	Area #3 – Group #12	LS	1	4,208.82
31.	Area #3 – Group #13	LS	1	6,880.50
32.	Area #3 – Group #14	LS	1	10,101.16
33.	Area #3 – Group #15	LS	1	7,502.67
34.	Area #3 – Group #16	LS	1	6,660.91
35.	Area #3 – Group #17	LS	1	9,515.58
36.	Area #3 – Group #18	LS	1	23,975.61
37.	Area #3 – Group #19	LS	1	9,076.40
38.	Area #3 – Group #20	LS	1	19,323.96
	Total			\$606,000.01

TOTAL OF BID (in figures): \$606,000.01

TOTAL OF BID (in words): Six-Hundred & Six Thousand dollars and 01/100

The County intends to award this contract on an all or none basis.

Bid items associated with this contract shall be considered contingent items of work. The term “contingent” refers to being conditioned upon funding availability. The County may, at their discretion, delete specific bid items from this contract in order to match available funding. The deletion of specific bid items shall not be a basis of claim by the Contractor regardless of the extent of the reduction in bid items.

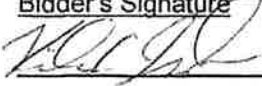
Bidder shall bid each item. Failure to bid an item shall be just cause for considering the bid as non-responsive. County reserves the right to reject all bids

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 of the Contract.

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 the 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 therefore the following

Receipt of copies of the following addenda is hereby acknowledged.

<u>Addendum No.</u>	<u>Bidder's Signature</u>	<u>Date Acknowledged</u>
#1		12-15-2020
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 List and Bidder's Representations form and Public Contract Code 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 payment 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: Cashier's Check
("Bidder's Bond", "Cashier's Check", "Certified Check" or "Cash")

for \$ 60,600.00 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:


Douglas McKellar - President/CEO Alicia McKellar - Secretary

Jackie Hueberger - Treasurer

Licensed in accordance with an act providing for the registration of contractors, License No. 1043419

Dated: 12-15-2020

Richard Ingraham - Director of Operations


Authorized Signature of Bidder(s)

BUSINESS ADDRESS: 20825 Longeway Rd.

CITY, STATE & ZIP CODE: sonora, CA 95370

TELEPHONE NUMBER: 209-288-2395

EMAIL ADDRESS: Rick@mckellartree.com

CLASSIFICATION OF CONTRACTOR'S LICENSE: C61/D49

EXPIRATION DATE OF CONTRACTOR'S LICENSE: 08-31-2022

DIR# 1000047968 FEDERAL TAX ID. No.: 20-3949224

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

*This page void
- Cashiers check received*

KNOW ALL PERSONS BY THESE PRESENT,

That we _____

_____, as contractor, and _____

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 contractor above named, submitted by said contractor 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 \$_____.

The condition of this obligation is such that whereas the contractor 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 _____, for:

NOW, THEREFORE, if the aforesaid contractor 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:

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____ A. D. 20_____.

*This page void
- cashier's check received*

Seal

Seal

Contractor Seal

Seal

Seal

Surety Seal

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

EXPERIENCE STATEMENT

The following outline is a record of the bidder's or subcontractor's recent experience in construction of a type similar in magnitude and character to that contemplated under this Contract. Additional numbered pages shall be attached to this page as required. Each page shall be headed "Experience Statement" and signed.

FAILURE TO COMPLETE WILL RESULT IN BID DISQUALIFICATION

- 1.) **PROJECT NAME:** USDA - Forest Service - August Complex North
DATE: Sept 2020 - Oct. 2020
INSPECTOR NAME Various USFS Incident Commanders.
PHONE # 877-372-7248 (General Info)
CONTRACT AMOUNT: \$385,000.00
WORK PERFORMED: Repair and Suppression in a wildfire environment using masticators, chippers, dozers and excavators for the clearing and removal of brush and trees of all sizes.
- 2.) **PROJECT NAME:** PG&E - Line Clearance
DATE: Sept 2018 - Mar. 2020
INSPECTOR NAME Jeff Taylor
PHONE # 909-534-3770
CONTRACT AMOUNT: \$1,700,000.00
WORK PERFORMED: Tree Removal and Trimming near energized power facilities and brush clearance.
- 3.) **PROJECT NAME:** Sugarloaf Community
DATE: June - August 2017
INSPECTOR NAME Kosha Pino
PHONE # 951-325-3839
CONTRACT AMOUNT: \$300,000.00
WORK PERFORMED: Bark Beetle Tree Removal near energized power facilities on 200+ acres of land.
- 4.) **PROJECT NAME:** NRCS - Misc. Projects
DATE: 2004-Present
INSPECTOR NAME Bob Dunkle
PHONE # 951-654-7139
CONTRACT AMOUNT: \$5,000,000/00 (over a 16 year period)
WORK PERFORMED: Fuels Reduction. Using masticators, chippers, Skidsteers to reduce fuel loads in urban and rural areas.



Signature of Contractor

SUBCONTRACTOR LIST

Listed hereunder is the name, Contractor's license number, the address of place of business, and the category of the work on the Contract for each subcontractor who will perform work or labor or render service to the undersigned bidder in or about the construction of the work hereinabove described, in excess of one-half of one percent (0.5%) of the total bid, if the Contract for the said work is awarded to the undersigned.

(Attach additional sheet, if necessary, and note attachment on this page.)

Name of Subcontractor	Contractor's License #	DIR Registration Number	Location of Business	Category of Work to be Performed	% of Total Work
None					

Signature of Contractor/Bidder: 

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS BID FORM SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS BID)

BIDDER'S REPRESENTATIONS

I, the undersigned, declare as follows:

1. **BIDDER'S QUALIFICATIONS:** That neither I nor a company of which I am more than 50% owner have been disqualified from bidding, removed from a public works construction project or otherwise been prevented from bidding because of a violation of law or a safety regulation.

Further, I declare under penalty of perjury that neither I nor a company of which I am more than a 50% owner, have had more than one final, unappealable finding of contempt of court by a federal court within the immediately preceding two year period because of failure to comply with an order of the Federal court (Public Contract Code Section 10232), which orders the Contractor to comply with an order of the National Labor Relations Board.

Further, I declare under penalty of perjury that I have not been convicted by any court of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of state or federal antitrust law in connection with the bidding upon, award of, or performance of any public works contract.

2. **WORKER'S COMPENSATION CERTIFICATION (LABOR CODE SECTION 1861):** That I am aware of the provisions of Section 3700 of the Labor Code of the State of California, which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

3. **NONCOLLUSION DECLARATION:** I, the undersigned, declare that I am the Director of Operations of McKellar Tree Service & Logging, Inc., the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Date: 12-15-2020

BIDDER:

By: 

PUBLIC CONTRACT CODE

PUBLIC CONTRACT SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has , has not X been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid Form. Signing this Bid Form on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes

No

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT CODE 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid Form. Signing this Bid Form on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.



Signature of Contractor

**COUNTY GENERAL PROVISIONS
AND GENERAL CONSTRUCTION SECTIONS**