

COUNTY OF NEVADA

STATE OF CALIFORNIA

BIDDING DOCUMENTS, SPECIFICATIONS  
AND CONTRACT DOCUMENTS

FOR

**BRUNSWICK ROAD EMERGENCY SLIDE REPAIR PROJECT**

**CONTRACT NO. 440821**

**BID DATE: JUNE 29, 2017**

(Standard Public Works Contract)

PROFESSIONAL ENGINEER'S SIGNATURE PAGE

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



*Kevin J. Nelson*

Kevin J. Nelson, R.C.E. 55101  
REGISTERED CIVIL ENGINEER

*6/22/17*

Date

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## CONTRACT TIME LINE

1. CONTRACT SIGNING AND BONDS DUE **PRIOR TO JULY 11, 2017.**
2. NOTICE TO PROCEED WITH WORK DUE **ON OR BEFORE JULY 14TH.**
3. CONSTRUCTION MUST BEGIN **ON JULY 17, 2017.**
4. PRECONSTRUCTION CONFERENCE **ON JULY 7, 2017.**
5. WORK MUST BE COMPLETED **BY AUGUST 11<sup>TH</sup>, 2017.**

## INVITATION TO BID

FOR: **Brunswick Road Emergency Slide Repair Project**

LOCATED AT: **Brunswick Road, south of the Greenhorn Road, East Bennett Street intersection, Nevada County, California**

Sealed bids will be received at the office of:

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

Phone Number (530) 265-1712 or [Patrick.Perkins@co.nevada.ca.us](mailto:Patrick.Perkins@co.nevada.ca.us)

Until **3:00 p.m.** local time on **June 29, 2017** for the above-referenced project.

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

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

The work to be performed includes the following:

The work in general, includes installation of a 320' long French drain system being installed along the east side of the roadway. The French drain will be approximately 16' feet deep and will outlet to the west side of the roadway along the toe on the existing slope. Additionally work will include removal of approximately 275 linear feet of roadway approximately 8' in depth and rebuilding the failed fill section and repaving the damaged area.

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.

Project documents may also be reviewed or purchased at:

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

Contractor shall maintain the appropriate California Department of Motor Vehicle driver's license classification throughout the life of the contract and at the time the bid is submitted. Contractor will be required to possess a **Class A** contractor's or license at the time the bid is submitted, or a combination of licenses required for the specific work being performed.

**DEPARTMENT OF INDUSTRIAL RELATIONS CONTRACTOR REGISTRATION.** The Department of Industrial Relations (DIR) has launched an online application at <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

for public works contractors to meet the requirements of Senate Bill 854. Contractors must register and meet requirements using the new online application before bidding on public works contracts in California.

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

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

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

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

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

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  
Department of Public Works  
950 Maidu Avenue, 1<sup>st</sup> Floor  
Nevada City, CA 95959

Phone Number (530) 265-1712 or [patrick.perkins@co.nevada.ca.us](mailto:patrick.perkins@co.nevada.ca.us)

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

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

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

This is a public works project. Pursuant to Sections 1770 and 1773 of the Labor Code of the State of California, the County of Nevada has ascertained that prevailing wage rates are

applicable to the work to be done and are available at the State of California Department of Industrial Relations website <http://www.dir.ca.gov/dlsr/PWD/index.htm>. Contractor shall not pay less than the prevailing rate of wages.

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

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

DATED: 6/22/17

COUNTY OF NEVADA  
STATE OF CALIFORNIA

By CHR for T.T.  
Director of Public Works

## INSTRUCTIONS TO BIDDERS

FOR: **Brunswick Road Emergency Slide Repair Project**

LOCATED AT: **Brunswick Road, south of the Greenhorn Road, East Bennett Street intersection, 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  
Instruction to Bidders  
Bid Form  
Bidder's Bond or other security  
Experience Statement  
Subcontractor Listing  
Bidder's Representations  
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;
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 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, **Department of Public Works**. If mailed or hand carried, the bids shall be addressed to:

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

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

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

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

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



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

#### **10. PRE-BID CONFERENCE OR WALK-THROUGH**

A pre-bid conference or walk-through will **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 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 will be on , or before **August 11<sup>th</sup>, 2017** 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)**

For all bids exceeding \$25,000 each bidders 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, prior to **July 11, 2017** after being notified in writing by County that the award has been made and the agreement is ready for execution.

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

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

**18. RETURN OF BID GUARANTEES**

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

**19. MODIFICATION OR WITHDRAWAL OF BIDS**

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

If, within 24 hours after bids are opened, any bidder files a duly signed written notice with County and promptly thereafter demonstrates to the reasonable satisfaction of County that there was a material and substantial mistake in the preparation of the bid, that bidder may withdraw his or her bid and the bid security will be returned. Thereafter, that bidder will be disqualified from further bidding on the work.

**20. OPENING OF BIDS**

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

**21. BIDS TO REMAIN OPEN**

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

**22. POSTPONEMENT OF OPENING**

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

**23. AWARD OF CONTRACT**

The award of the contract, if awarded, will be made to the lowest responsive, responsible bidder whose bid complies with all the requirements stated herein. Within **15 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.

**Two copies** of the contract documents will be prepared by County. All copies will be submitted to Contractor, and Contractor shall execute the contract, insert executed copies of the required bonds and power of attorney, and submit all copies to County **prior to July 11, 2017**. 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 **on , or before July 17<sup>th</sup> 2017** 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 for bids exceeding \$25,000. 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 FORM		
5. SUBCONTRACTOR LISTING (signed)		
6. BIDDER'S REPRESENTATIONS: (BIDDER'S QUALIFICATIONS, WORKER'S COMPENSATION CERTIFICATE NON-COLLUSION DECLARATION)		

BID FORM

(Nevada County Standard Form Bid Document)

BID TO THE COUNTY OF NEVADA FOR: Brunswick Road Emergency Slide Repair Project

Name of Bidder: Hansen Bros. Enterprises

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: Brunswick Road Emergency Slide Repair

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



BASE BID ITEMS

Item No.	Item	Unit of Measure	Estimated Quantity	Item Price	Total
1.	Mobilization	LS	1	15374-	15374-
2.	Traffic Control	LS	1	2930-	2930-
3.	Clearing & Grubbing	LS	1	7800-	7800-
4.	Earthwork	CY	4,400	28.35	124,740-
5.	Imported Borrow	CY	4,400	33.21	146,124-
6.	Aggregate Base Class 2	CY	440	108.95	47,938-
7.	Asphalt Concrete Type B	TN	330	162.50	53,625-
8.	Asphalt Concrete Dike Type A	LF	332	25.25	8383-
9.	Pavement Obliteration	SF	13,000	1.57	20,410
10.	Trench Drain	LF	515	261-	134,415
11.	Fabric (Reinforcement Geogrid)	SY	1,300	5.41	7033-
12.	Dewatering	LS	1	12,711-	12,711-
13.	Striping (Thermoplastic)	LS	1	6892-	6892-
14.	Recess Pavement Markers	LS	1	8530-	8530-
15.	Erosion Control	LS	1	8384-	8384-

Contract shall be awarded to the Lowest Responsible Bidder using the TOTAL Estimated Quantities Above

TOTAL OF BID (in figures): 605,289-

TOTAL OF BID (in words): Six hundred five thousand two hundred eighty nine-

ALTERNATIVE BID ITEMS

Item No.	Item	Unit of Measure	Estimated Quantity	Item Price	Total
1.	Project delivered by August 4 <sup>th</sup>	LS	1	<del>15,000-</del> 30,000-	<del>15,000-</del> 30,000-
2.	Project delivered by July 28 <sup>th</sup>	LS	1	<del>15,000-</del> 30,000-	<del>15,000-</del> 30,000-

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

Receipt of copies of the following addenda is hereby acknowledged.

<u>Addendum No</u>	<u>Bidder's Signature</u>	<u>Date Acknowledged</u>
N/A		

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

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

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

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

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

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

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

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

For all bids exceeding \$25,000 a bid bond will accompany this bid in a sum of not less than ten percent (10%) of the total amount of the bid and shall be on a form approved by County or a form which is substantially similar, which is attached thereto.

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

Accompanying this bid is Bidder's Bond

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

for \$ \_\_\_\_\_ 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:

Jeff Hansen - President, General Manager Frank Bennalack - V.P.,  
Corp. Treasurer Sue Peterson - V.P., Corp. Secretary

Licensed in accordance with an act providing for the registration of contractors, License No. 207705

Dated: June 29, 2017 Jeff Hansen, President

  
Authorized Signature of Bidder

BUSINESS ADDRESS: P.O. Box 1599, Grass Valley CA 95945

PLACE OF RESIDENCE: 13134 Long Valley Rd, Penn Valley CA 95946

TELEPHONE NUMBER: 530-273-3381

CLASSIFICATION OF CONTRACTOR'S LICENSE: A, C12, Haz

EXPIRATION DATE OF CONTRACTOR'S LICENSE: 9/30/18

FEDERAL TAX ID. NO.: 94-1521903

**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.



IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 26  
day of June A. D. 2017.

Hansen Bros. Enterprises Seal

 Seal

Jeff Hansen Seal  
Principal President

Western Surety Company Seal

 Seal

Sara Walliser, Attorney-In-Fact Seal  
Surety

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

## ACKNOWLEDGMENT

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

State of California  
County of Butte )

On June 26, 2017 before me, Elizabeth Collodi, Notary Public  
(insert name and title of the officer)

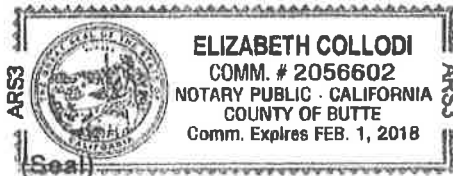
personally appeared Sara Walliser  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~  
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in  
~~his~~/her/~~their~~ authorized capacity(~~ies~~), and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

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

WITNESS my hand and official seal.

Signature

*Elizabeth Collodi*



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Nancy Luttenbacher, John Hopkins, Steve Williams, Bobbie Beeny, Elizabeth Collodi, Mindy Whitehouse, Bonnie Two Bears, Sara Walliser, Jennifer Lakmann, Individually**

of Chico, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of August, 2016.

WESTERN SURETY COMPANY



Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 30th day of August, 2016, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 26 day of June, 2017.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary





Experience for Contractor: Earthwork, Underground Util., Grading, Base, Paving  
**HANSEN BROS. ENTERPRISES**

"Since 1953"

*Exhibit A*

License Data: CSL: 207705 Class A Exp. date: 9/30/2016  
Address: P.O. Box 1599. 11727 La Barr Meadows Road.  
Grass Valley. California 95945

Phone/Fax: 530/273-3381 Fax: 530/273-4396

President/ Construction Mgr: Jeffery I. Hansen, 25 years of experience

Contact	Owner/ Project/ Description	Value	Year
Daniel Swartzendruber 530-272-8282	Tru-Line Builders Briar Patch Parking Lot Expansion Site Improvements, Utility, Grading, Paving, Concrete	593,118	2016
Keoni Allen 477-5300	Sierra Foothills Construction Superintendent of Schools Site, Paving, ADA Improvements	263,000	2016
Adrian Schneider 530-273-6185	Nevada Irrigation District Newtown Canal Realignment	1,316,770	2016
Ron Charles 530-265-6060	Yuba River Charter School Removal Action Work Project Hazardous Waste Removal	844,612	2015
John Pierce 530-668-1000	Tower Investments Auburn Bluffs Subdivision Lantern View/Sluice Box Circle, Auburn Site Improvements, Utility, Grading, Paving, Concrete	887,820	2015
Adrian Schneider 530-273-6185	Nevada Irrigation District Rock Creek Siphon Project Shale Ridge, Locksley Lane, Auburn	2,974,580	2015
Jeremy Shepard 530-823-2066	PCWA Ophir Road, Auburn Water Line Replacement	715,000	2014
Adrian Schneider 530-273-6185	Nevada Irrigation District East Hacienda Waterline Extension Paving, Erosion Control	1,082,972	2014
Sam Stamas 916-783-0330	Stamas Corporation Gold Country Village Site Work	332,772	2014
Randy Stellhorn (RE) 530-330-2725	Caltrans – Tahoe City Install Pipe and Raise Profile of Roadway	1,980,000	2014
Bjorn Jones	City of Grass Valley	213,900	2014

530-274-4373	Water Line Replacement Street Reconstruction		
Jeremy Shepard 530-823-2066	PCWA – Heritage Center Driveway Road and Driveway Improvements, Water Line, Erosion Control	218,880	2014
Steve Culley (RE) 916-952-7196	Caltrans Highway Construction Carrage Drive to Lady Bird Drive Erosion Control	774,699	2013
Tim Crough 530-273-6185	Nevada Irrigation District Rollins Reservoir & Greenhorn Material Removal and Sediment Control	202,000	2013
Shawn Entz 273-3158	Nevada County Fire Station #86 Grading and Paving	63,110	2013
Kevin Mayol 530-470-2645	County of Nevada - Red Dog Rd Construct Roadway	333,000	2013
Jessica Thompson 530-582-2938	Town of Truckee – Brockway Rd Trail Bike Trail and Sewer, Erosion Control	742,162	2013
Mark Emmett 916-521-2094	Caltrans – Reconstruct Embankment and Overlay – North San Juan Area Drainage Improvement, Erosion Control	531,032	2013
Paul Waggoner 314-335-9878 Federal Labor Standards	Lava Cap Waterline Installation Sub to Sullivan International United States Army Corp of Engineers Waterline Installation, Roadway Reconstruction, Hazard Waste Removal	1,253,313	2012
Bill Falconi 530-265-2496	City of Nevada City - Overlay Various Streets	30,000	2012
Jason Bolinsky 916-599-0804	Grass Valley CHP Sub to DPR Construction Sitework, Underground Utilities, Paving Striping	760,376	2012
Steve Castleberry 530-265-1411 Federal Labor Standards	Lime Kiln Shoulder Improvement Grass Valley, CA Construct Paved Shoulders, AC Dike	228,224	2011
Fred Orman 925-743-3771 Federal Labor Standards	Beale Air Force Base Paving	1,942	2011
Mike Ramsey	Erwin Construction	668,123	2011

360-254-9442	Auburn Alzheimer's Unit Earthwork, Underground, Sewer, Paving		
Tim Drainville 530-272-6806	Sub to Streamline Construction Sierra Nevada Memorial Hospital Earthwork, Storm Drain, Paving, Footings	134,181	2011
Carie Huff 530-823-4211	Auburn Streetscape Phase 2 Lincoln Way, Auburn Underground, Paving, Sidewalk Improvements, Landscaping	1,060,946	2011
Keane Sommers 530-273-6185	Nevada Irrigation District Dorsey Drive Waterline Extension Grass Valley, CA Underground Treated Water Line, Paving	428,283	2011
Steven Castleberry 530-265-1411	Tinloy Street Transit Center Road Improvements, Underground, Landscape, Bus Shelters	757,888	2011
Adrian Schneider 530-273-6185	Nevada Irrigation District Mt. Vernon Siphon Pipeline 24" HDPE Water Line, Erosion Control, Road Construction	1,360,167	2011
Steve Allen 916-344-2098	Sub to SW Allen Construction Foresthill Facilities Center Earthwork, Underground, Paving	265,183.	2010
Bob Young Proj. Manager Kennedy-Jenks	Pla-vada Homeowner Group Arsenic Treatment Plant & Treated Water Line Directional Boring Near Boreal, Nevada County	461,874.	2010
Steve Castleberry Co DOT 530-265-1411	County of Nevada, Gov. Center Handicap Accessible walking path Grading, Retaining Wall, Concrete, Drainage, Electrical, Paving	189,095.	2010
Kevin Jamison 530-72-8282 (Tru-Line)	sub to Tru-line: Suburban Propane Site Development, Underground Util, Paving	464,885.	2010
Keane Sommers Managing Engineer 530-273-6185	Nevada Irrigation District Rodeo Flat Pipeline and Pump Station Lake of the Pines	1,389,355.	2010
Keane Sommers Managing Engineer 530-273-6185	Nevada Irrigation District Alta Sierra/Dog Bar Pipeline & Pump Station with Appurtances & Paving Grass Valley, Nevada Co	1,594,316.	2009


Dave Edwards, PM 916- 376-1643 Joe Balk, ICR 916-928-4666	State of CA, DGS, RESD, CCC Sierra/Placer Municipal Sewer and Water Project, Directional Boring Auburn, CA	888,270.	2009 - 10
CDOT Mark DeMartini, Dist. Engineer 530-265-9869	Cal Trans Hwy 49 Emergency Pavement Repair/Erosion Control Work Hwy 49 North of Downieville, Sierra Co	119,890.	2009
City of Grass Valley Trisha Tillitson, Insp. 530-274-4352	East Main St. Improvements E. Main/Idaho Maryland Rd/Hwy 49 Roundabout including road realignments, Water, Sewer, Storm Drain Impv., Electrical, Landscaping, Paving, Directional Boring	1,708,618.00	2008- 09
Landmark Const, Inc Kevin Brennan, Proj Mgr 916-663-1953	Nevada Joint Union HS District Phase 1 Improvements, Earthwork Grading, Paving, Fire, Water, Storm Drn, Sewer Line for new facilities	172,710.00	2008
Layne Christensen Co. Dick Siems, Proj Mgr 909-390-2833	Cascade Shores Wastewater Treatment Plant, 8", 10", Sewer Lines, Sewer Dischg line, Hydroseeding, Paving, Earthwork	320,854.00	2008
County of Sierra Dept Public Works Brian Davey, Dir. DPW 530-289-3201	Old Toll Bridge Rd, Downieville Rip-Rap and Agg Base for Flood Damage Repairs	63,310.00	2008
County of Sierra Dept Public Works Brian Davey, Dir. DPW 530-289-3201	Downieville Diversion, 04/05 Flood Damage Repairs	47,094.00	2008
Sierra Lakes Co. Water District Bill Quesnel, PE Operations Mgr 530-426-7800	08 Sewer Mainline Replacement 8" & 10" Sewer Main Line 6" Laterals, Trench Paving	89,916.00	2008
Mark DeMartini, Inspector, CDOT 530-265-9869	CDOT Contract # 03-4C5304 Replace Culverts, Sierra and Yuba Counties	325,424.00	2008
Rescue Elem School Chuck Croft, 530-613-3035 S W Allen (Gen Cont.) Rob Champlin, 916-344-2098	RESD- New Kindergarten Bldg Site Earthwork, Underground Utilities, Paving	\$582,500.00	2008
SD Deacon Co Brett Mykrantz, 916-969-0900	Chapa De Indian Health Facility Earthwork, Underground Util including Storm Drainage, Sewer, Water, Common Util., Grading, Paving	1,004,069.00	2007- 2008
Nevada Irrigation	Greenhorn Access Road - Pipeline	761,283.00	2007

District, Keane Sommers. PE 530-271-6864	Water Main- 4", 8", 10" PCD, PVC & Ductile Iron Pipe, Pressure Reducing Station, Directional Boring		
Co of Nevada M. Miken, AE 530-265-1411	Elster Place @ McCourtney Curve Realignment, Earthwork Base, Paving	118,644.00	2007
Rudy & Cindy Meyer 530-273-7587	Evergreen Estates Subdivision Earthwork, Storm Drainage Sys., Water, Common Util., Base, Paving	518,000.00	2007
R E McCollum 530-272-8553	Howard Creek Bridge, Sierra Co Earthwork, road building, paving	277,994.00	2007
NJUHSchool Dist K. Suenram, 530-273-3351	BRHS – Stadium Improvements Earthwork, Sewer line, Directional Boring	118,644.00	2007
Scott Smith 707-546-5876	Anna Ridge Court Improvements Site Development, Storm Drainage Common Utilities, Base, Paving	144,000.00	2007
Keoni Allen 477-5300	Litton Lot # 5 Office Buildings Earthwork, Underground Util Base, Paving	427,387.00	2007
Dave DuPell 274-2441	Sixteen Circles, Sutton Way Intersection Widen Intersection Sutton @ Brunswick Replace Signalization	382,152.00	2007
Tim Brady 272-8282	Nevada City Tech Center Offsite Offsite Street Utilities Industrial Center Directional Boring	245,002.00	2007
Jay Cuccia 916-825-9075	Makiah Woods, Phase 1, Offsite/Onsite Street widening, paving, underground Util- portion of project cancelled-funding Directional Boring	1,764,465.00	2006-07
Jodi Bargsten, Insp 265-7151	Co Nevada, Brunswick Rd @ Towntalk Widening. Widen County Rd for turn lanes, repave	364,429.00	2006
Vern Smith, Insp. 273-6185	N.I.D. Forest Knolls Pipeline Replacement NID residential water line replacement	607,057.00	2006
Tim Brady 272-8282	Tru-line Builders, Industrial Site Develop- ment, Earthwork, underground utilities, Base & Paving	497,405.00	2006
R. E. McCollum, Inc Bob McCollum 272-8553	Haypress Creek Bridge – Earthwork Base & Paving for replacement bridge	113,405.00	2006

## SUBCONTRACTOR LISTING

The following information is submitted which gives the name, business address, and portion of the work for each subcontractor that will be used for a portion of the work equal to or exceeding the amount specified in the Instructions to Bidders if the bidder is awarded the contract. Additional numbered pages shall be attached to this page as required. Each page shall be headed "SUBCONTRACTOR LISTING" and signed.

<u>Name</u>	<u>Business Address</u>	<u>Description of Portion of Work to be Performed</u>
Nevada County Farm Supply	1020 Whispering pines W/ Ste A grass valley ca. 95945	Erosion Control Hydro seed
BT consulting	5460 Merchant circle unit A Placerville ca. 95667 14652 N. Hirsch ct. Anderson ca. 96007	Swppp Recess pavement markers, stripping
Apply-A-line Inc		

  
 Signature of Contractor  
 Jeff Hansen, President

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 President of Hansen Bros. Enterprises, 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

6/29/17

BIDDER:

By

Jeff Hansen  
Jeff Hansen, President