



# **RESOLUTION No. 21-540**

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

### **RESOLUTION ACCEPTING THE CONSTRUCTION DOCUMENTS AND AUTHORIZING THE PURCHASING AGENT TO SOLICIT BIDS FOR THE MCCOURTNEY ROAD TRANSFER STATION IMPROVEMENT PROJECT**

WHEREAS, on January 24, 2012, the Nevada County Board of Supervisors (BOS) passed Resolution 12-052 entering into a franchise agreement with Waste Management and as part of that agreement, Waste Management made a financial commitment to Nevada County to fund, in part, the construction of an improved transfer station; and

WHEREAS, on August 27, 2013, after the franchise-mandated analysis was conducted and numerous sites were reviewed, the BOS adopted Resolution 13-395 making the determination that improvements should be made to the existing transfer station facility located on McCourtney Road; and

WHEREAS, on January 26, 2016, the BOS adopted Resolution 16-048 awarding a contract for conceptual design services to HDR Engineering, Inc. (HDR) and the preferred alternative identified in the conceptual design analysis was used as the basis for the proposed project; and

WHEREAS, on January 10, 2017, the BOS adopted Resolution 17-016, directing the Purchasing Agent to solicit Statements of Qualifications from qualified civil engineering or architectural firms interested in developing project plans, specifications and estimates for the McCourtney Road Transfer Station (MRTS) Redesign Project; and

WHEREAS, on September 24, 2019, the BOS adopted Resolution 19-528, approving an agreement with HDR for engineering and design services, including environmental document preparation; and

WHEREAS, on March 9, 2021, per Resolution 21-065, the BOS adopted the initial study/mitigated negative declaration for the project; and

WHEREAS, the preliminary engineering and design phase of the project has been completed and HDR has prepared construction documents for the McCourtney Road Transfer Station Improvement Project; and

WHEREAS, the engineers estimate for the project is \$18,000,000, plus a 15% contingency of \$2,700,000, for a total contract estimate of \$20,700,000; and

WHEREAS, a financing plan and budget amendment will be presented at the time of contract award and will be included in the Contract Award Resolution.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors hereby finds and determines as follows:

1. Accepts the bidding documents, plans and specifications for the McCourtney Road Transfer Station Improvement Project and grants the Public Works Director the authorization to incorporate any final changes into the bid documents before advertising for bids; and
2. Authorizes the Purchasing Agent to execute the bidding documents, and to advertise for bids in accordance with applicable regulations with the bid opening date to be set by the Director of Public Works.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 14th day of December, 2021, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: Dan Miller.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Susan K. Hoek, Vice Chair

**County of Nevada  
Information & General Services Department  
Purchasing Division**

**On behalf of  
Department of Public Works- Solid Waste Division**



**Project Manual  
Book 1 of 2**

**Including Bidding Documents,  
Contract Documents**

**For**

**McCourtney Road Transfer Station  
(MRTS) Improvement Project**

**County Project No. 310.208.091**

**Bids Due: February 10, 2022 3:00:00 PM**

**Date issued: December 18, 2021**

**Pre-Bid Conference and Walk Through**

**January 11, 2022, 10:00 AM**

**at:**

**14741 Wolf Mountain Road, Grass Valley, California.**

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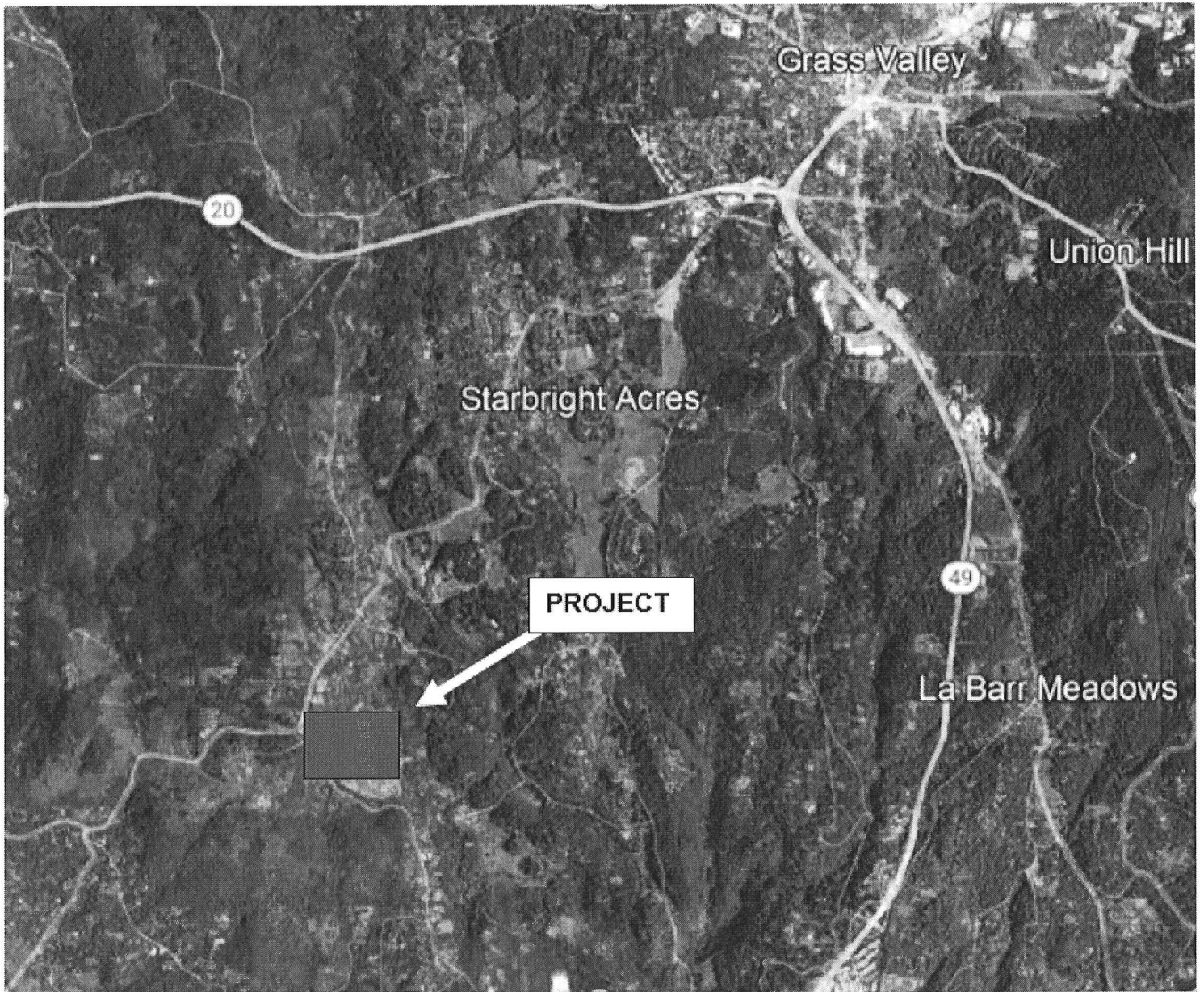
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## Location Map



# **BIDDING DOCUMENTS**

## **CONTRACT TIMELINE**

1. BIDS DUE: **February 10, 2022 3:00:00 PM**
2. BID OPENING: February 10, 2022, 3:00:00 PM
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
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12. WORK MUST BE COMPLETED WITHIN **520 CALENDAR DAYS** OF MAILING OF THE NOTICE TO PROCEED

## **INVITATION FOR BID**

**NOTICE IS HEREBY GIVEN** that sealed bids will be received by the County of Nevada herein referred to as "County," at the **Purchasing Division Suite 129, County of Nevada, 950 Maidu Ave., Nevada City, California 95959 prior to 3:00:00 p.m., Thursday February 10, 2022** for furnishing all labor, material, tax, transportation, equipment, and services necessary for **McCourtney Road Transfer Station**.

Bids will be opened and tabulated at said location immediately after 3:00:00 p.m., on Thursday February 10, 2022. Any bids received after the time specified will be returned unopened.

**IFB-1. Description of Work: The Work consists generally of the following:** The project consists of the expansion of the site entrance road and installation of new scale plaza and related facilities, construction of an approximately 48,000 square foot transfer station building, and installation of approximately 170,000 square feet of new or repaved asphalt surfaces.

**The County has estimated cost of the Work to be \$19,580,000**

**IFB-2. 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](http://www.mynevadacounty.com/purchasing). Alternatively, these documents may be purchased for approximately \$500 in person at the Purchasing Division, 950 Maidu Ave, Nevada City, CA 95959. The project site is at 14741 Wolf Mountain Road in Grass Valley, California.

Questions regarding the Work or the contract Documents shall be submitted online on Public Purchase.

**A pre-bid job walk** for informational purposes will be held on **Tuesday, January 11, 2022 at 10:00 a.m. at 14741 Wolf Mountain Road, Grass Valley, California.**

**IFB-3. Construction License:** The successful bidder must possess at all times a valid **Class B General Building Contractor's License issued by the State of California. The bidder must be currently licensed in the State of California for the work to be performed including but not limited to a Class B General Building Contractors License.**

**IFB-4. Proposal Guarantee:** All bids must be sealed and accompanied by cash, cashier's check, certified check, or Bid Bond made payable to the County of Nevada in the sum of not less than ten percent (10%) of the amount of the bid. For the purposes of this Section, "the amount of the bid" does not include alternates, if any.

The cash, cashier's check, certified check or a bond on the form included in the Contract Documents shall be given as a guarantee that the successful bidder will enter into a written contract within ten (10) days after being requested to do so and will be considered as the stipulated amount of liquidated damages in the event the bidder is unable to or refuses to execute a contract for the work. Upon an award to the successful bidder, the security of unsuccessful bidders shall be returned in a reasonable period of time.

**IFB-5. Submission of Proposals:** Mailed bids must be received by the County prior to the hour and date of the bid opening. Bids shall be submitted in sealed envelopes addressed to the Purchasing Division, 950 Maidu Ave., Nevada City, CA 95959 and shall identify the work by the project name. Hand delivery of bids on or before the day of the bid opening shall be made to the same address set forth above and delivered

to the Purchasing Division (Suite# 129).

Bids shall be made upon the form(s) provided in the bid documents. No bidder may withdraw its bid for a period of **Sixty (60) days** after the time set for the opening of bids.

**IFB-6. Prevailing Wages:** The Work is subject to the payment of not less than prevailing wages under Labor Code Section 1770 et seq. Bidders are hereby notified that the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages and the rates for overtime and holiday work in the locality in which the work is to be performed for each craft, classification or type of worker needed to perform the Work under the contract which will be awarded to the successful bidder. Information is available at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. Bidders are further notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Further information on Compliance Monitoring Unit requirements can be found at <https://www.dir.ca.gov/dlse/cmu/cmu.html>.

No contractor or subcontractor may be listed on a bid proposal for a public works project submitted on or after March 1, 2015 unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a).

No contractor or subcontractor may be awarded a contract for public work on a public works project awarded on or after April 1, 2015 unless registered with the Department of Industrial relations pursuant to Labor Code section 1725.5.

Contractor agrees to comply with all related provisions of the Labor Code, including but not limited to, the provisions of Labor Code Section 1775 relating to the payment of prevailing wages, Section 1777.5 relating to the employment of apprentices and Section 1811-1813 relating to the payment of Overtime. Failure to comply with the proper prevailing wage requirements may result in a penalty of up to \$200 per day per worker. Failure to comply with apprenticeship requirements may result in a penalty of \$100-\$300 for each calendar day of violation. Failure to pay proper overtime rate may result in a penalty of \$25 per day per worker.

**IFB-6. Disadvantage Business Enterprise:** 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.

**IFB-8. Award:** The Contract, if it is awarded, shall be awarded to the lowest responsible bidder whose proposal complies with the specified requirements. The award of Contract will be made by the Board of Supervisors. The Contractor shall execute and return the Contract, with the required bonds and insurance certificate, within ten (10) calendar days after notice of award.

**IFB-9. Rejection of Bids:** County reserves the right, acting in its sole discretion, to waive immaterial bid irregularities, to accept or reject any and all bids, or to abandon the Project entirely.

**IFB-10. Bonds:** The successful bidder shall be required to furnish both a payment bond in an amount equal to one hundred percent (100%) of the Contract price, a faithful performance bond in an amount equal to one hundred percent (100%) of the Contract price on the form set forth in the Contract

Documents, and a warranty bond in the amount equal to 10% of the Contract price.

**IFB-11. Substitution of Securities:** Bidders are informed that, pursuant to Public Contract Code section 22300, the successful bidder may substitute securities for any monies withheld by the County to insure performance of the Work.

By order of the Nevada County Board of Supervisors, **December 14, 2021.**

DATED: 1/29/22

COUNTY OF NEVADA  
STATE OF CALIFORNIA

By Desiree Belding, CPPO, CPPB on behalf of  
Chairman, Board of Supervisors or  
Purchasing Agent



## **INSTRUCTIONS TO BIDDERS**

FOR: **McCourtney Road Transfer Station**

LOCATED AT: **14741 Wolf Mountain Road, Grass Valley, 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
- Bidders 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 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](http://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 be prepared to submit, within five days of County's request, 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 require two projects from the past 8 years of similar size and scope. County reserves the right to work with legal counsel to determine project similarity in size and scope. 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.

#### **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 which 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 acknowledgment 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 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 for Bid
2. Instruction 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. Initial Study Mitigated Negative Declaration and Mitigation Monitoring Reporting Program
11. Biological Resource Assessment
12. Notice of Conditional Approval
13. Geotechnical Engineering Report
14. Storm Water Pollution Prevention Plan
15. Pipe Inspection Video

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 acknowledgment 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 10 days before the time announced for opening 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. Addenda may also be issued to modify the bidding documents as deemed advisable by County. All addenda for this bid solicitation will only be distributed online in PublicPurchase.

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. BIDDERS QUESTIONS**

Bidders shall submit all questions online via Public Purchase. The County makes no assurances that questions received within five (5) calendar days of the bid opening date will be answered. All addenda for this bid solicitation will only be distributed online in Public Purchase. Only those listed as Plan Holders for this bid will be notified when addenda are issued. The County will not issue addenda by other means or methods. It is the sole responsibility of bidders or other interested parties to monitor this website for possible addenda to this bid.

## **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 in person or by US Mail, Fed Ex, UPS, etc. to:**

Nevada County Purchasing Division Ste #129  
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, address and project title:  
**McCourtney Road Transfer Station Improvement Project**

Each bid shall be accompanied by the bid security if bid over \$25,000 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" with the **McCourtney Road Transfer Station Improvement Project** 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 for 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 telegraph bids are invalid and will not receive consideration. No bidder may submit more than one bid. Multiple bids under different names will not be accepted from one firm or association.

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

A pre-bid conference or walk-through will be held at **10 AM on January 11, 2022**, at the project site at **14741 Wolf Mountain Road, Grass Valley, California**.

The representatives of County, any consultants and/or Project Engineer will be present to answer questions. Any questions which, in the opinion of County, cannot be answered by direct reference to the bidding documents will be answered by formal written addenda as outlined above.

The pre-bid conference or walk-through may include a tour of the site of the work conducted by representatives of County. All interested parties are invited to attend.

Bids will be accepted from bidders who did not attend the pre-bid conference, but bidders will be charged with all the information disseminated at the pre-bid conference as if they had been present.

## **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, software, 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 award of the Contract, if it is to be awarded, will be to the lowest, qualified, responsive, responsible bidder, in conformance with the Standard Specifications, based on the Total Base Bid,

Such award, if made, will be made within the time period after the opening of the proposals specified in the section entitled "Award of Contract."

**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 is set forth in the contract documents.

**15. SUBSTITUTE MATERIAL AND EQUIPMENT**

The contract, if awarded, will be on the basis of material and equipment described in the drawings or specified in the specifications without consideration of possible substitute or "co-equal" items. Whenever it is indicated in the drawings or specified in the specifications that a substitute or "co-equal" item of material or equipment may be furnished or used by Contractor if acceptable to County, application for such acceptance will not be considered by County until after the effective date of the contract unless an addendum is issued to all bidders authorizing the use of a specified substitute. The procedure for submittal of any such application by Contractor and consideration by County is set forth in the contract documents (Specifications Section 01 25 00).

**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 Section 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 such 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)**

Bid Guaranty (Bid Bond) is required on all bids over \$25,000. 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 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 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 for Bid.

#### **18. RETURN OF BID GUARANTEES**

Within **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 telegram; if by telegram, 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. RELIEF OF BIDDERS**

Attention is directed to the Public Contract Code sections 5100-5107 concerning relief of bidders. In particular, attention is directed to the requirements therein that if the bidder claims a mistake was made in its bid, the bidder shall provide the County with written notice of the alleged mistake within five (5) days after the bid opening.

#### **21. 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 bids.

#### **22. 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.

#### **23. 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.



## **24. 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. In the case of a lump sum bid, the lowest price for the work shall be the lowest lump sum price bid, excluding all alternates.

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

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 Proposal 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.

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.

### **Protests and Appeals:**

1. Bid Protest. Any bid protest must be in writing, received by the Purchasing Agent at the Rood Administrative Center, 950 Maidu Avenue, Suite 129, 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:

1.1 General. Only a bidder who has actually submitted a Bid Proposal 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.

1.2 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.

1.3 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.

1.4 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.

1.4.1 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.

1.6 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.

1.7 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.

## **25. 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 fourteen **(14)** days. The date of execution of the contract shall be left blank for filling in by County.

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

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

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

**26. NOTICE TO PROCEED**

County shall give the successful bidder written notice to proceed with the work within **60** 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.

**27. 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.

**28. 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.

**29. POSTING SECURITY IN LIEU OF RETENTION**

The Contractor may elect to receive 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.

**30. 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 that 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 for bids over \$25,000 (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, NONCOLLUSION DECLARATION)		
7. PUBLIC CONTRACT CODES:10162, AND 10232		



**BID FORM**

BID TO THE COUNTY OF NEVADA FOR: **McCourtney Road Transfer Station Improvement Project**

Name of Bidder \_\_\_\_\_

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 wages rates set forth therein) and the Contract annexed hereto.

The work to be done is shown upon project documents entitled: **McCourtney Road Transfer Station Improvement Project**. The undersigned, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation, and in submitting this bid, the undersigned bidder agrees that he or she has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to and all other documents listed or incorporated in the bidding documents and contract documents; and bidder proposes, and agrees if this bid is accepted, that bidder will contract with the County of Nevada in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of County as therein set forth, and that bidder will take in full payment therefor as delineated on the Bid Form, Section 00-41-43

The award of the Contract, if it is to be awarded, will be to the lowest responsive and responsible bidder, in conformance with the Standard Specifications, based on the Bid Item List.

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 therefore the following:

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

Receipt of copies of the following addenda is hereby acknowledged.\_

<u>Addendum No.</u>	<u>Bidder's Signature</u>	<u>Date Acknowledged</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

**BID ITEM LIST**  
**MCCOURTNEY ROAD TRANSFER STATION (MRTS) IMPROVEMENT PROJECT**

<b>No.</b>	<b>Bid Schedule Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Price</b>
1	Mobilization & Demobilization.	1	LS		
2	Phasing Plan.	1	LS		
3	Traffic Control & Temporary Detours.	1	LS		
4	Sheeting, Shoring & Bracing.	1	LS		
5	Locating and Pot Holing Utilities.	1	LS		
6	Excavation & Rough Earthwork.	5,000	CY		
7	Dynamic Compaction.	1	LS		
8	Import Fill, Placed & Compacted.	31,000	CY		
9	Fire Protection System, Complete.	1	LS		
10	Water Supply System, Complete.	1	LS		
11	Site Finish Grading.	1	LS		
12	Transfer Station Foundation, Complete.	1	LS		
13	M&E and Restroom Building, Complete.	1	LS		
14	Site Retaining Walls.	1	LS		
15	Push Walls, Steel Plt'g, Chutes, Bollards.	1	LS		
16	Transfer Station Building Shell.	1	LS		
17	Transfer Station Fire Suppression System	1	LS		
18	Transfer Station Loadout Scales.	1	LS		
19	Mechanical Systems, Complete.	1	LS		
20	Electrical Systems, Complete.	1	LS		
21	Fire Water Distribution System	1	LS		
22	Cleaning and Lining of Existing CMP Storm Lines.	1	LS		
23	New Onsite Storm Drainage System.	1	LS		
24	New Entrance Plaza, Complete.	1	LS		
25	New Asphalt Pavement, Complete.	123,000	SF		
26	New Concrete Pavement, Complete.	26,000	SF		
27	Erosion Control	1	LS		
28	Signage, Temporary & Permanent.	1	LS		
29	Monthly Schedule Update.	1	LS		
30	Permit Fees & Inspection Allowance.	1	LS		
31	All Other Improvements Not Listed.	1	LS		

**TOTAL BID:**

NOTE: "Total Bid" line is provided for convenience purposes only. The actual bid shall be computed as described above.

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

\_\_\_\_\_  
\_\_\_\_\_

Licensed in accordance with an act providing for the registration of contractors,

License No. \_\_\_\_\_

DATED: \_\_\_\_\_  
Authorized Signature of Bidder

---

PRINTED NAME OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

PLACE OF RESIDENCE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

CLASSIFICATION OF CONTRACTOR'S LICENSE: \_\_\_\_\_

EXPIRATION DATE OF CONTRACTOR'S LICENSE: \_\_\_\_\_

DIR# \_\_\_\_\_ FEDERAL TAX ID. NO.: \_\_\_\_\_

**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.

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

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

By submission of this bid, each bidder certifies, 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 for bids over \$25,000 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 hereto.

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: Circle one: Bidder's Bond -- Cashier's Check -- Certified Check -- Cash for \$\_\_\_\_\_, an amount equal to ten percent (10%) of the total bid.