

County of Nevada
Information & General Services Department
Purchasing Division

**BIDDING DOCUMENTS, SPECIFICATIONS
AND CONTRACT DOCUMENTS**



**Nevada County Airport
Crack Seal Taxiway A, Crack Seal and Slurry Seal Ramp 2
Alternate 1 – Crack Seal Ramp 1
Alternate 2 – Crack Seal Ramp 5
AIP No. 3-06-0095- -2022
Date issued: Tuesday, February 8, 2022**

Bids Due: 2:00 PM, Tuesday, March 1, 2022

**The County will conduct this public bid opening in person and through the following
on-line site:**

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 530-414-9282,,](#)

Phone Conference ID: 617 152 846#

Pre-Bid Site Visit (recommended)

9:00 AM, Tuesday, February 15, 2022

at:

Nevada County Airport

Due to the State mandated social distancing policy, the County will conduct the Pre-Bid meeting in person however, all participants are required to wear face masks and maintain a 6-foot distance between all attendees. In addition, the County will host a virtual Pre-Bid meeting for those unable to attend in person.

Virtual Pre-Bid Meeting

1:00 PM., Tuesday, February 15, 2022

A link to the virtual meeting is provided in the Bid documents

PROFESSIONAL ENGINEERS SIGNATURE PAGE

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

CIVIL

R. Damon Brandley, P.E.
Brandley Engineering, Inc.
6125 King Road, Suite 201
Loomis, California 95650



1/26/22

R. Damon Brandley, P.E.
License #66558
Exp. Date: 6/30/2022

Date



TABLE OF CONTENTS

Organization of Specifications

Contract Timeline

Bidding and Contract Documents

Invitation to Bid ITB-1

Instructions to Bidders.....INS-1

Proposal Forms:

Checklist of Documents Enclosed by Bidder..... P-1

Bid Form including Bid Schedule and Acknowledgement of Addenda P-2

Bidder's Bond P-10

Experience Statement P-11

Subcontractor List P-12

Bidder's Representations..... P-13

Certificates Regarding Debarment..... P-14

Certification Regarding Lobbying..... P-15

Prohibition of Segregated Facilities P-16

Bidder's Statement on Previous Contracts Subject to EEO Clause P-17

Trade Restriction Certification P-18

Certificate of Buy American Compliance..... P-19

Certification of Offeror/Bidder Regarding Tax Delinquency and Felony

Convictions..... P-21

Disadvantaged Business Enterprise (DBE) Statement P-22

Contract:

Bond of Faithful Performance

Bond for Labor and Material

Contract

Federal Provisions

Part A – General Contract Provisions

Section 10 - Definition of Terms..... GP-1

Section 20 - Proposal Requirements and Conditions..... GP-8

Section 30 - Award and Execution of Contract GP-11

Section 40 - Scope of Work GP-13

Section 50 - Control of Work..... GP-16

Section 60 - Control of Materials..... GP-21

Section 70 - Legal Relations and Responsibility to Public..... GP-24

Section 80 - Execution and Progress..... GP-29

Section 90 - Measurement and Payment..... GP-35

Part B – General Construction Items

Section C-102 - Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	GC-1
Section C-105 - Mobilization	GC-4
Section C-106 - Marking and Lighting of Closed Airport Facilities	GC-6

Part C – Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects

Part D – Wage Determinations

Special Conditions

(1) Location	SC-1
(2) Work to be Done	SC-1
(3) Plans and Specifications	SC-1
(4) Laws to be Observed	SC-2
(5) Laws Affecting Public Works	SC-3
(6) Limits of Construction	SC-4
(7) Progress of Work and Time of Completion	SC-4
(8) Liquidated Damages	SC-4
(9) Construction Schedule	SC-5
(10) Closures of Runway, Taxiways, and Aprons	SC-5
(11) Hauling Routes on Airport Property	SC-7
(12) Contractor's Storage Area	SC-8
(13) Watering	SC-8
(14) Marking of Construction Equipment	SC-8
(15) Aircraft Right of Way and Access	SC-9
(16) Protection of Cables, Controls, NAVAIDS and Weather Bureau Facilities	SC-9
(17) Airport Security	SC-10
(18) Aviation Safety Requirements During Construction (AC 150/5370-2G)	SC-11
(19) Submittals and/or Shop Drawings	SC-18
(20) Submittal and Shop Drawing Approvals	SC-19
(21) Videotaping	SC-19
(22) Quality Control Program	SC-20
(23) Contractor's Record Drawings	SC-20
(24) Operation and Maintenance Manuals	SC-21
(25) Anti-Trust Assignment	SC-21
(26) Contractor not Agent, nor Employee	SC-21
(27) Contractor's Guarantee	SC-21
(28) Coordination Meetings	SC-21
(29) Existing Conditions	SC-22

Technical Provisions

P-605 Joint Sealant for Pavements	P-605-1
P-620 Runway and Taxiway Marking	P-620-1
P-626 Emulsified Asphalt Slurry Seal Surface Treatment	P-626-1

Appendices

Appendix A Construction Safety and Phasing Plan (CSPP)

Appendix B Required Submittals List

ORGANIZATION OF SPECIFICATIONS

These specifications include the required Federal Provisions including the FAA General Contract Provisions in Part A and the General Construction Items in Part B, which are taken from Advisory Circular 150/5370-10H, "Standards for Specifying Construction of Airports." Also included in the Federal Provisions are Part C, Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects, and Part D, Department of Labor Wage Determination.

The FAA Technical Provisions of this specification are included in the Technical Provisions of these specifications and are based on Advisory Circular 150/5370-10H, "Standards for Specifying Construction of Airports." Those sections of these standard specifications applicable to the project have been included.

An Airport Construction Safety and Phasing Plan (CSPP) has been prepared to outline all safety issues related to the proposed construction. This CSPP is included in these specifications as Appendix A. The Contractor will be required to submit all reports designated in the CSPP and implement all safety measures set forth in this plan.

There will be no official Quality Control (QC) plan required of the Contractor during the construction of this project. The Owner is responsible for Quality Assurance (QA) to confirm that all work has been performed in accordance with the plans and specifications. The Contractor is encouraged to provide quality control on all materials and construction operations to assure quality materials and conformance with specifications. A Required Submittals List has been included in these specifications in Appendix B.

BIDDING DOCUMENTS, SPECIFICATIONS
AND CONTRACT DOCUMENTS
(Standard Public Works Contract)

CONTRACT TIME LINE

1. BIDS DUE: **2:00 PM, Tuesday, March 1, 2022**
(See page 1 of Invitation for Bid)
2. BID OPENING: **2:00 PM, Tuesday, March 1, 2022**
(See page 1 of Invitation for Bid)
3. PRE-BID MEETING: **9:00 AM, Tuesday, February 15, 2022**
(See page 2 of Invitation for Bid)
4. BIDS TO REMAIN OPEN FOR **90** DAYS FROM DATE OF OPENING OF BIDS (See paragraph 21 of Instructions to Bidders)
5. NOTICE OF AWARD DUE WITHIN **90** DAYS OF OPENING OF BIDS (See paragraph 23 of Instructions to Bidders and same as 4 above)
6. BID BONDS OF UNSUCCESSFUL BIDDERS TO BE RETURNED WITHIN **10** DAYS OF AWARD BY COUNTY (See paragraph 18 of Instructions to Bidders)
7. CONTRACT SIGNING AND BONDS DUE WITHIN **5** DAYS OF NOTICE OF AWARD (See paragraph 24 and 26 of Instructions to Bidders)
8. NOTICE TO PROCEED WITH WORK DUE WITHIN **15** DAYS OF CONTRACT SIGNING (See paragraph 25 of Instructions to Bidders)
9. CONSTRUCTION MUST BEGIN WITHIN **10** DAYS AFTER MAILING OF NOTICE TO PROCEED (See Article III of Contract)
10. CONTRACTOR MUST GIVE 2 WEEKS WRITTEN NOTICE OF DATE WORK WILL COMMENCE.
11. PRECONSTRUCTION CONFERENCE WITHIN **5** DAYS OF NOTICE TO PROCEED OR UPON COUNTY REQUEST. (See Article VIII of Contract)
12. SCHEDULES AND BREAKDOWN OF PHASES OF CONSTRUCTION DUE AT THE PRECONSTRUCTION CONFERENCE OR TWO WEEKS PRIOR TO THE START OF WORK, WHICHEVER IS GREATER (See Article VIII of Contract)
13. WORK MUST BE COMPLETED WITHIN **15 WORKING DAYS FOR THE BASE BID, WITH AN ADDITIONAL 4 WORKING DAYS FOR ALTERNATE 1, AND 4 WORKING DAYS FOR ALTERNATE 2** (should they be awarded) OF MAILING OF THE NOTICE TO PROCEED.

*BIDDING AND CONTRACT
DOCUMENTS*

INVITATION FOR BID

FOR: **Crack Seal Taxiway A, Crack Seal and Slurry Seal Ramp 2**
Alternate 1 – Crack Seal Ramp 1
Alternate 2 – Crack Seal Ramp 5

LOCATED AT: **Nevada County Airport, Grass Valley, California**

Sealed bids will be received at the office of the:

Purchasing Division
Suite 129
County of Nevada
950 Maidu Ave.
Nevada City, California 95959

Due to State mandated social distancing policy, Submittals are to be received by mail, or if hand delivered, must be placed in a sealed envelope with the name of the project clearly printed on the front of the envelope and should be deposited at the designated table located in the Lobby of the Eric Rood Administrative Center. All bids will be dated and time-stamped once received by the County representative.

Until **2:00 PM** local time on **Tuesday, March 1, 2022**, 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.

Due to the State mandated social distancing policy, the County will conduct this public bid opening through the following on-line site:

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 530-414-9282](#)

Phone Conference ID: 617 152 846#

The work to be performed includes the following:

Base Bid

- Crack Seal Taxiway A (30' x 4,410')
- Crack Seal and Slurry Seal Ramp 1 (5,050 sq.ft.)

Alternate 1

- Crack Seal Ramp 1 (133,500 sq. ft.)

Alternate 2

- Crack Seal Ramp 5 (65,850 sq. ft.)

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.

Bids shall be: **Combination of Lump Sum and Unit Prices.**

Bids must be for all work described herein unless the bid form specifically indicates a bid item is optional. Plans, specifications, proposal forms, project manuals and all documents relating to this project can only be obtained at the office or website www.mynevadacounty.com/purchasing under *Current Requests for Bids and Proposals*.

Vendors must register with the County in order to be notified of addenda and other notices. To register, please go to: <https://www.publicpurchase.com/gems/register/vendor/register>.

The County will not be providing printed copies of the plans to bidders for this project.

Contractor will be required to possess an **A or C32** contractor's license at the time the bid is submitted.

A pre-bid walk-through will be held beginning at 9:00 AM, Tuesday, February 15, 2022, at the project site at Nevada County Airport, Airport Administration Building, 13083 John Bauer Avenue, Grass Valley, CA, 95945.

Due to the State mandated social distancing policy, the County will conduct the Pre-Bid meeting in person however, all participants are required to be wearing face masks and maintain a 6-foot distance between all attendees. In addition, the County will host a virtual Pre-Bid meeting for those unable to attend in person at 1:00 PM, Tuesday, February 15, 2022. A link to the virtual meeting is as follows:

[Click here to join the meeting](#)

Or call in (audio only)

[+1 530-414-9282,393711280#](tel:+15304149282393711280) United States, Truckee

Phone Conference ID: 393 711 280#

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

Questions regarding the Work or the contract Documents shall be submitted online on Public Purchase due before 5:00 PM, Tuesday, February, 22, 2022.

Bids shall be received by **2:00 PM, Tuesday, March 1, 2022**. For all bids over \$25,000, 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.

This is a public works project, subject to the prevailing wage requirements of the California Labor Code. Copies of the prevailing rate of per diem wages are available at the California Department of Industrial Relations web site www.dir.ca.gov/DLSR/PWD/. Contractor shall not pay less than the prevailing rate of wages. 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. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

FEDERAL PROVISIONS

The work to be done is being financed in whole or in part by means of a grant made by the United States acting through the Federal Aviation Administration of the Department of Transportation. This project is subject to the Federal provisions, statutes and regulations as set forth in the project specifications.

This project is under and subject to the Equal Opportunity Clause and Wage Rate Decision contained in the contract documents.

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.

The County of Nevada hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair 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. The County of Nevada has established a contract goal of 4.10% for the utilization of firms owned and controlled by socially and economically disadvantaged persons for this project.

No bid will be considered unless it is made on a 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: 2/8/22

COUNTY OF NEVADA
STATE OF CALIFORNIA

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

Page Intentionally Left Blank

INSTRUCTIONS TO BIDDERS

FOR: **Crack Seal Taxiway A, Crack Seal and Slurry Seal Ramp 2**
Alternate 1 – Crack Seal Ramp 1
Alternate 2 – Crack Seal Ramp 5

LOCATED AT: **Nevada County Airport, 13083 John Bauer Avenue, Grass Valley, CA, 95945**

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 for Bid
- Instruction to Bidders
- Bid Form
- Bidders Bond or other security
- Experience Statement
- Subcontractor Listing
- Certifications
- Bidder's Representations
- Proposed Contract Documents
- Federal Provisions
- Special Conditions
- Technical Provisions
- Any and all Addenda

2. **COPIES OF BIDDING DOCUMENTS**

Complete copies of the bid documents and specifications for use in preparing bids may be obtained in accordance with the Invitation for Bid. Bid documents are also available electronically and can be downloaded from www.mynevadacounty.com/purchasing under the Requests for Bids and Proposals section Requests For Proposal 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 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 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. 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 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 by **5:00 p.m., Tuesday, February 22, 2022**. 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 days prior to the date for receipt of bids except an addendum, if necessary, postponing the date for receipt of bids or withdrawing the request for bids.

8. BIDS

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

9. SUBMISSION OF BIDS

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

**Submit Bids to: US Mail, Fed Ex, or
UPS, etc. to:**
Nevada County Purchasing Division
Eric Rood Administrative Center
950 Maidu Avenue
Nevada City, CA 95959

Hand Deliver to:
Nevada County **Due to State mandated social
distancing policy, Submittals are to be received &
deposited at the designated table located in the
Lobby of the Eric Rood Administrative Center.**
Eric Rood Administrative Center, 950 Maidu Avenue
Nevada City, CA 95959

The bid shall be identified on the outside with the bidder's name, license number and address and with the **Project Title: "Crack Seal Taxiway A, Crack Seal and Slurry Seal Ramp 2, Alternate 1 – Crack Seal Ramp 1, Alternate 2 – Crack Seal Ramp 5, Nevada County Airport."**

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 **Project Title "Crack Seal Taxiway A, Crack Seal and Slurry Seal Ramp 2, Alternate 1 – Crack Seal Ramp 1, Alternate 2 – Crack Seal Ramp 5, Nevada County Airport."** 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 9:00 AM, **Tuesday, February 15, 2022**, at the project site at **Nevada County Airport, Airport Administration Building, 13083 John Bauer Avenue, Grass Valley, CA, 95945.**

Due to the State mandated social distancing policy, the County will conduct the Pre-Bid meeting in person however, all participants are required to be wearing face masks and maintain a 6-foot distance between all attendees. In addition, the County will host a virtual Pre-Bid meeting for those unable to attend in person at 1:00 PM, Tuesday, February 15, 2022. A link to the virtual meeting is as follows:

[Click here to join the meeting](#)

Or call in (audio only)

[+1 530-414-9282,,393711280#](#) United States, Truckee

Phone Conference ID: 393 711 280#

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

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

11. BID PRICE

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

In the event of a difference between the price quoted in words and a price quoted in figures for the same quotation, the words, unless obviously incorrect, 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. In case of conflict in the proposal between unit price bid and the extended total, the unit price bid shall govern.

12. BASIS OF BIDS

The bidder shall submit both lump sum prices 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 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 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 Contractor shall begin work within ten (10) calendar days after the date set in the written Notice to Proceed by the Owner and shall diligently prosecute same to completion for all of the proposed construction.

The Contract time for the completion of the total project shall be twenty-three (23) working days beginning on date of written Notice to Proceed.

Contractor shall be limited to the following number of working days in each phase:

- Phase 1 – Base Bid: 15 consecutive working days
- Phase 2 – Alternate 1: 4 working days
- Phase 3 – Alternate 2: 4 working days

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 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 **5** 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. 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.

21. BIDS TO REMAIN OPEN

All bids shall remain open and subject to acceptance for a period of **90** 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. The lowest bidder will be the bidder whose total bid price for the Base Bid plus Alternate 1 plus Alternate 2 is lowest. The County will determine after receipt of bids whether the Base Bid only or the Base Bid plus Alternate 1 or the Base Bid plus Alternate 2 or the Base Bid plus Alternate 1 plus Alternate 2 will be included in the contract based on the bid amounts for each respective alternate as submitted by the lowest bidder and the available Federal funding for the project. Within **90** 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 evidences 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 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.

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.

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 five **(5)** days. The date of execution of the contract shall be left blank for filling in by County.

25. NOTICE TO PROCEED

County shall give the successful bidder written notice to proceed with the work within **15** days of the execution of the contract. Notwithstanding any other provision of the contract, County shall not be obligated to accept or to pay for any work furnished by the Contractor prior to delivery of notice to proceed whether or not County has knowledge of the furnishing of such work.

26. PERFORMANCE AND OTHER BONDS

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

27. CONTRACTUAL RESTRICTIONS

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

28. POSTING SECURITY IN LIEU OF RETENTION

The Contractor may elect to receive 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.

30. SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portion thereof, or of his right, title, or interest therein, without written consent of the Owner. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization not less than 30 percent of the total contract cost, except that any items designated by the Contractor and approved by the Owner as "specialty items" may be performed by subcontract and the cost of any such specialty items so performed by subcontract may be deducted from the total cost before computing the amount of work to be performed by the Contractor with his own organization. No subcontracts or transfer of contract shall release the Contractor of his liability under contracts and bonds.

31. DEFINITIONS

Whenever in the specifications or on the drawings the word directed, required, permitted, designated, ordered, or words of like import are used, it shall be understood that the direction, requirement, permission, designation or order of the City of Visalia is intended; and, similarly, the words approved, satisfactory, suitable, acceptable, or words of like import, shall mean approved by the representative of the City of Visalia authorized to express such approval.

32. LEGAL REQUIREMENTS

The Bidder's special attention is directed to the requirements set forth in Part C of the Federal Provisions of these specifications, Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects. The contract shall include all of the requirements set forth in this section.

33. ADMONITION

All bidders hereby are advised that the County of Nevada has adopted General Provisions for this work which differ substantially from the general provisions provided for private projects or projects undertaken by other governmental agencies. Contractors are admonished to carefully read the General Provisions, as well as the special conditions and technical provisions, and are advised that the General Provisions shall be enforced strictly.

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. ACKNOWLEDGEMENT 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 (signed)		
5. SUBCONTRACTOR LISTING (signed)		
6. BIDDER REPRESENTATIONS (BIDDER'S QUALIFICATIONS, NON COLLUSION DECLARATION)		
7. CERTIFICATES REGARDING DEBARMENT		
8. CERTIFICATION REGARDING LOBBYING		
9. PROHIBITION OF SEGREGATED FACILITIES		
10. BIDDER'S STATEMENT ON PREVIOUS CONTRACTS SUBJECT TO EEO CLAUSE		
11. TRADE RESTRICTION CERTIFICATION		
12. CERTIFICATE OF BUY AMERICAN COMPLIANCE		
13. CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS		
14. DISADVANTAGED BUSINESS ENTERPRISE (DBE) STATEMENT		

BID FORM

(Nevada County Standard Form Bid Document)

BID TO THE COUNTY OF NEVADA FOR: Nevada County Airport, Nevada County, California, Crack Seal Taxiway A, Crack Seal and Slurry Seal Ramp 2; Alternate 1 – Crack Seal Ramp 1; Alternate 2 – Crack Seal Ramp 5, AIP 3-06-0095- -2022

Pre-Bid Meeting Date: 9:00 AM, Tuesday, February 15, 2022

Place of Pre-Bid Meeting:

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

A link to the Virtual Pre-Bid Meeting can be located in the Invitation for Bid.

Bid Opening Date: 2:00 PM, Tuesday, March 1, 2022

Place of Bid Opening:

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

A link to the Virtual Bid Opening can be located in the Invitation for Bid.

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

The work to be done is shown on project documents entitled: Plans and specifications for the Nevada County Airport Nevada County, California, Crack Seal Taxiway A, Crack Seal and Slurry Seal Ramp 2; Alternate 1 – Crack Seal Ramp 1; Alternate 2 – Crack Seal Ramp 5, AIP No. 3-06-0095- -2022.

There are twenty-three (23) working days allowed for completion of the total project. If the Base Bid only is awarded, Contractor shall be limited to fifteen (15) working days. If Alternate No. 1 is awarded, Contractor shall be limited to four (4) working days for Alternate 1. If Alternate 2 is awarded, Contractor shall be limited to four (4) working days for Alternate 2

Bidder further agrees that should he/she fail to complete any segment of work in the time specified, he/she will pay liquidated damages in the amount of \$3,000.00 to the County for each consecutive calendar day thereafter as prescribed in these specifications.

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:

BID SCHEDULE

Item No.	Estimated Quantity	Item Description and Price	Unit Price	Item Total
BASE BID – CRACK SEAL TAXIWAY A; CRACK SEAL AND SLURRY SEAL RAMP 2				
1	1 LS	Mobilization (C-105)* _____ Dollars and _____ Cents Lump Sum	\$ _____	\$ _____
2	1 LS	Marking and Lighting of Closed Airport Facilities (C-106) _____ Dollars and _____ Cents Lump Sum	\$ _____	\$ _____
3	15,900 LF	Crack Sealing Filler Type A – Reseal Existing Cracks (P-605) _____ Dollars and _____ Cents per Linear Foot	\$ _____	\$ _____
4	3,900 LF	Crack Sealing Filler Type B – Seal New Cracks (P-605) _____ Dollars and _____ Cents per Linear Foot	\$ _____	\$ _____
5	440 LF	Crack Sealing Filler Type C – Mastic Crack Seal (P-605) _____ Dollars and _____ Cents per Linear Foot	\$ _____	\$ _____
6	14,565 SF	Surface Preparation – Remove Existing Marking (P-620) _____ Dollars and _____ Cents per Square Foot	\$ _____	\$ _____

* Mobilization shall be limited to 10 percent of the total Base Bid cost.

Item No.	Estimated Quantity	Item Description and Price	Unit Price	Item Total
BASE BID – CRACK SEAL TAXIWAY A; CRACK SEAL AND SLURRY SEAL RAMP 2				
7	5,400 SF	Marking (P-620) _____ Dollars and _____ Cents per Square Foot	\$ _____	\$ _____
8	440 LB	Reflective Media (P-620) _____ Dollars and _____ Cents per Pound	\$ _____	\$ _____
9	18.5 Tons	Emulsified Asphalt for Slurry Coat (P-626) _____ Dollars and _____ Cents per Ton	\$ _____	\$ _____
10	90 Tons	Aggregate (P-626) _____ Dollars and _____ Cents per Ton	\$ _____	\$ _____
TOTAL BASE BID (In Figures)			\$ _____	
TOTAL BASE BID (In Words) _____				

Item No.	Estimated Quantity	Item Description and Price	Unit Price	Item Total
ALTERNATE 1 – CRACK SEAL RAMP 1				
1-1	1 LS	Marking and Lighting of Closed Airport Facilities (C-106) _____ Dollars and _____ Cents Lump Sum	\$ _____	\$ _____
1-2	21,500 LF	Crack Sealing Filler Type B – Seal New Cracks (P-605) _____ Dollars and _____ Cents per Linear Foot	\$ _____	\$ _____
1-3	5,300 LF	Crack Sealing Filler Type C – Mastic Crack Seal (P-605) _____ Dollars and _____ Cents per Linear Foot	\$ _____	\$ _____
1-4	1,800 SF	Marking (P-620) _____ Dollars and _____ Cents per Square Foot	\$ _____	\$ _____
1-5	155 LB	Reflective Media (P-620) _____ Dollars and _____ Cents per Pound	\$ _____	\$ _____
TOTAL ALTERNATE 1 (In Figures)			\$ _____	
TOTAL ALTERNATE 1 (In Words) _____				

Item No.	Estimated Quantity	Item Description and Price	Unit Price	Item Total
ALTERNATE 2 – CRACK SEAL RAMP 5				
2-1	1 LS	Marking and Lighting of Closed Airport Facilities (C-106) _____ Dollars and _____ Cents Lump Sum	\$ _____	\$ _____
2-2	9,000 LF	Crack Sealing Filler Type A – Reseal Existing Cracks (P-605) _____ Dollars and _____ Cents per Linear Foot	\$ _____	\$ _____
2-3	1,400 LF	Crack Sealing Filler Type B -Seal New Cracks (P-605) _____ Dollars and _____ Cents per Linear Foot	\$ _____	\$ _____
2-4	450 LF	Crack Sealing Filler Type C -Mastic Crack Seal (P-605) _____ Dollars and _____ Cents per Linear Foot	\$ _____	\$ _____
2-5	1,300 SF	Marking (P-620) _____ Dollars and _____ Cents per Square Foot	\$ _____	\$ _____
2-6	110 LB	Reflective Media (P-620) _____ Dollars and _____ Cents per Pound	\$ _____	\$ _____
TOTAL ALTERNATE 2 (In Figures)			\$ _____	
TOTAL ALTERNATE 2 (In Words) _____				

GRAND TOTAL OF BID – BASE BID PLUS ALTERNATE 1 (in figures): \$_____

GRAND TOTAL OF BID – BASE BID PLUS ALTERNATE 1 (in words):

GRAND TOTAL OF BID – BASE BID PLUS ALTERNATE 2 (in figures): \$_____

GRAND TOTAL OF BID – BASE BID PLUS ALTERNATE 2 (in words):

GRAND TOTAL OF BID – BASE BID PLUS ALTERNATE 1 PLUS ALTERNATE 2 (in figures):

\$_____

GRAND TOTAL OF BID – BASE BID PLUS ALTERNATE 1 PLUS ALTERNATE 2 (in words):

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>
_____	_____	_____
_____	_____	_____

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

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

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

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

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

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

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

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

A bid bond 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 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: Circle one: Bidder's Bond – Cashier's Check – Certified Check -- 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:

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.

BIDDER'S BOND

STATE OF CALIFORNIA

COUNTY OF NEVADA

KNOW ALL PERSONS BY THESE PRESENT,

That we _____ as principal, and _____

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

The condition of this obligation is such that whereas the principal has submitted the above- mentioned bid to the County of Nevada, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at Nevada County, California, on _____, 20____, for:

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

Notice to Surety shall be provided at:

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

_____ Seal	_____ Seal
_____ Seal	_____ Seal
_____ Seal	_____ Seal
Principal	Surety

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

APPROVED AS TO FORM
BY COUNTY COUNSEL

EXPERIENCE STATEMENT

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

FAILURE TO COMPLETE WILL RESULT IN BID DISQUALIFICATION

1.) PROJECT NAME:

DATE:

INSPECTOR NAME

PHONE #

CONTRACT AMOUNT:

WORK PERFORMED:

2.) PROJECT NAME:

DATE:

INSPECTOR NAME

PHONE #

CONTRACT AMOUNT:

WORK PERFORMED:

3.) PROJECT NAME:

DATE:

INSPECTOR NAME

PHONE #

CONTRACT AMOUNT:

WORK PERFORMED:

4.) PROJECT NAME:

DATE:

INSPECTOR NAME

PHONE #

CONTRACT AMOUNT:

WORK PERFORMED:

Signature of Contractor

SUBCONTRACTOR LIST

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

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

Name of Subcontractor	Contractor's License #	DIR Registration Number	Location of Business	Category of Work To Be Performed	% of Total Work

Signature of Contractor/Bidder: _____

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

BIDDER'S REPRESENTATIONS

I, the undersigned, declare as follows:

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

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

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

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

3. **NONCOLLUSION DECLARATION:** I, the undersigned, declare that I am the _____ of _____ 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.

DATED: _____

BIDDER: _____

CERTIFICATES REGARDING DEBARMENT

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DATE _____ SIGNED BY _____

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DATE _____ SIGNED BY _____

PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

Certification - The information above is true and complete
to the best of my knowledge and belief.

Name and Title of Signer (Please type)

Signature

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**BIDDER'S STATEMENT ON PREVIOUS
CONTRACTS SUBJECT TO EEO CLAUSE**

The Bidder shall complete the following statement by checking the appropriate lines:

*The Bidder has ☐ has not ☐ participated in a previous contract subject to the Equal Opportunity Clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

*The Bidder has ☐ has not ☐ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder has participated in a previous contract subject to the Equal Opportunity Clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-I," prior to the award of contract:

*NOTE: Failure to complete these boxes may be grounds for rejecting bid.

Signature

(Name of Bidder)

Date

(Name & Title of Signing Official)

Business Address _____

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

DATE _____ SIGNED BY _____

CERTIFICATE OF BUY AMERICAN COMPLIANCE

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic product.
3. To furnish U.S. domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition

Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Date

Signature

Company Name

Title

DISADVANTAGED BUSINESS ENTERPRISE (DBE) STATEMENT

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the DBE requirements of this contract. These requirements apply to all bidders, including those who qualify as a DBE. A DBE contract goal of 10 percent has been established for this contract. The bidder shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract. Excerpts from 49 CFR Part 26 are included in Section 70-21.13.

Within 15 days after the opening of bids and before award of the contract, all bidders/offerors wishing to remain in competition for award of this contract shall submit "The Contractor's DBE Plan" to the Owner. The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and (6) if the contract goal is not met, evidence of good faith effort.

The Contractor's DBE Plan Form and DBE Letter Of Intent Form are located in Section 200. The website for the Unified Certification Program directory in the state of California is: <http://californiaucp.org/>.

CERTIFICATION OF BIDDER: The undersigned bidder will satisfy the DBE requirements of these specifications in the following manner (please check the appropriate space):

_____ The bidder is committed to meeting or exceeding the DBE utilization goal stated above on this contract.

_____ The bidder, if unable to meet the DBE utilization goal stated above, is committed to a minimum of 4.10% DBE utilization on this contract, and will submit documentation demonstrating good faith efforts.

END OF PROPOSAL