



# **RESOLUTION No. 15-104**

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

### **APPROVAL OF BIDDING DOCUMENTS AND SPECIFICATIONS FOR SNOW REMOVAL, ROAD SANDING AND SNOW PACK REMOVAL FOR THE FLORISTON AREA OF EASTERN NEVADA COUNTY**

WHEREAS, Nevada County desires to provide snow removal, road sanding and snow pack removal services for Floriston area of Eastern Nevada County with the ability to renew the contract up to four additional years upon approval of the Board of Supervisors; and

WHEREAS, the Specifications and Cost Estimate have been prepared to accomplish the work; and

WHEREAS, service is scheduled to begin October 1, 2015; and

WHEREAS, funds are available in budget 1114-30107-703-1000/521140, in an amount sufficient to accomplish the work.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors:

1. Approves the bidding documents, specifications and cost estimate for Snow Removal, Road Sanding Services and Snow Pack Removal for the Floriston area of Eastern Nevada County and authorizes the Chair of the Board of Supervisors to sign the documents.
2. Instructs the Clerk of the Board to advertise for bids in accordance with the applicable regulations with the bid opening date to be determined 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 10th day of March, 2015, by the following vote of said Board:

Ayes: Supervisors Nathan H. Beason, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.


Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Interim Clerk of the Board of Supervisors

By: 

  
Edward C. Scofield, Chair

3/10/2015 cc: DPW\*  
AC\*  
S. Sun  
Purchasing\*

COUNTY OF NEVADA  
STATE OF CALIFORNIA  
BIDDING DOCUMENTS, SPECIFICATIONS  
AND CONTRACT DOCUMENTS

FOR

SNOW REMOVAL, ROAD SANDING SERVICES  
AND SNOW PACK REMOVAL

FOR

FLORISTON AREA  
OF EASTERN NEVADA COUNTY

MARCH 2015

(Standard Public Works Contract)

## **CONTRACT TIME LINE**

1. BIDS DUE: **April 16, 2015, at 3:00 p.m.**
2. BID OPENING: **April 16, 2015, at 3:00 p.m.**  
(See Page 3 of Invitation to Bid)
3. BIDS TO REMAIN OPEN FOR **60** DAYS FROM DATE OF OPENING OF BIDS (See page 12 of Instructions to Bidders).
4. NOTICE OF AWARD DUE WITHIN **60** DAYS OF OPENING OF BIDS (See page 12 of Instructions to Bidders and same as 3 above).
5. BID BONDS OF UNSUCCESSFUL BIDDERS TO BE RETURNED WITHIN **10** DAYS OF AWARD BY COUNTY.
6. CONTRACT SIGNING DUE WITHIN **14** DAYS OF NOTICE OF AWARD (See pages 13 and 14 of Instructions to Bidders).
7. NOTICE TO PROCEED WITH WORK DUE WITHIN **14** DAYS OF CONTRACT SIGNING (See page 14 of Instructions to Bidders).



## INVITATION TO BID

FOR: **Snow removal, sanding services and snow pack removal for the Floriston area of Eastern Nevada County**

LOCATED AT: **Eastern Nevada County, California**

Sealed bids will be received at the office of:

County of Nevada  
Purchasing Division  
c/o Auditor Controller's Office  
950 Maidu Avenue, 2<sup>nd</sup> Floor  
Nevada City, CA 95959

Until **3:00 p.m.** local time on **April 16, 2015** for the above-referenced project.

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

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

The work to be performed includes the following: Snow removal, sanding services and snow pack removal

Bids shall be: **COMBINATION OF LUMP SUM AND UNIT PRICES**

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

Plans, specifications, proposal forms, project manuals and all documents relating to this project may be downloaded from [www.mynevadacounty.com/nc/igs/purchasing](http://www.mynevadacounty.com/nc/igs/purchasing). Potential bidders must register as a plan holder with the County in order to be notified of addenda and other notices. To register, please send an email to [diana.wilburn@co.nevada.ca.us](mailto:diana.wilburn@co.nevada.ca.us), indicating "**Floriston Snow Removal**" in the subject field. If you do not receive a reply to this email indicating that you have been registered, please call 530-265-1766. Project documents may also be reviewed or purchased at:

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

A non-refundable charge of **\$15.00** will be made for each set of documents, and an additional charge of **\$5.00** will be made if those documents are mailed.

Contractor shall maintain the appropriate California Department of Motor Vehicle driver's license classification throughout the life of the contract and at the time the bid is submitted and a combination of licenses required for the specific work being performed.

The County of Nevada encourages its contractors and subcontractors to use the US. Citizenship and Immigration Services E-Verify system to verify that employees are eligible

to work in the United States. Information about the E-Verify system is available at [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify).

All written requests, correspondence and/or communications of any kind regarding the project, including any sealed bids which are submitted by mail, shall be addressed to:

Diana Wilburn  
County of Nevada  
Purchasing Division  
c/o Auditor Controller's Office  
950 Maidu Avenue, 2<sup>nd</sup> Floor  
Nevada City, CA 95959

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

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

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

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

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

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

DATED: 3/11/2015 COUNTY OF NEVADA  
STATE OF CALIFORNIA

By   
Chair, Board of Supervisors

## INSTRUCTIONS TO BIDDERS

**FOR: Snow Removal, Road Sanding Services and Snow Pack Removal for the Floriston area of Nevada County**

**LOCATED AT: Floriston Area of Eastern Nevada County**

### **1. DEFINITIONS:**

Bidder: One who submits a bid directly to County as distinct from a sub-bidder who submits a bid to a bidder.

Successful Bidder: The lowest, qualified, responsive, responsible bidder to whom County makes an award.

#### Bidding Documents:

Invitation to Bid  
Instruction to Bidders  
Bid Form  
Bidder's Bond or other security  
Experience Statement  
Subcontractor Listing  
Bidder's Representations  
Proposed Contract Documents  
Any and all Addenda

### **2. COPIES OF BIDDING DOCUMENTS**

Complete copies of the drawings and project manual for use in preparing bids may be obtained in accordance with the Invitation to Bid.

Partial sets of bidding documents will not be issued. Complete sets of bidding documents shall be used in preparing bids. County assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents. If bidder believes its set of bidding documents is incomplete, it shall be the responsibility of bidder to contact County to confirm that Bidder has a complete set.

County, in making copies of bidding documents available on the above terms, does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

### **3. QUALIFICATIONS OF BIDDERS**

Each bidder must be prepared to submit, within five days of County's request, written evidence of bidder's qualifications to perform the work. Bidders may be required to submit evidence that they have a practical knowledge of the particular work bid upon, and that they have the financial resources to complete the proposed work. In determining the bidder's qualifications, the following factors will be considered: work previously completed by the bidder and whether the bidder (a) maintains a permanent place of business; (b) has adequate plant and equipment to do the work properly and expeditiously; (c) has the financial resources to meet all obligations incident to the work; and (d) has appropriate technical experience. Each bidder may be required to show that he or she has handled

former work so that no just claims are pending against such work. No bid will be accepted from a bidder who is engaged on any work which would impair his or her ability to perform or finance this work.

#### **4. INSPECTION OF SITE OF WORK**

Bidders are required to inspect the site of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and as to the actual conditions of and at the site of work. If, during the course of the examination, bidder finds facts or conditions that appear confusing to bidder, bidder shall apply to County for additional information and explanation before submitting the bid. However, no such supplemental information so requested or furnished shall vary the terms of the specifications or the Contractor's sole responsibility to satisfy himself or herself as to the conditions of the work to be performed, unless an addendum has been issued.

The submission of a bid by the bidder shall constitute the acknowledgement that, if awarded the contract, bidder has relied and is relying on bidder's examination of (a) the site of the work, (b) the access to the site, and (c) all other data, matters, and things requisite to the fulfillment of the work and on bidder's own knowledge of existing conditions on and in the vicinity of the site of the work to be constructed under the contract, and not on any representation or warranty of County. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the above items.

Where technical reports or data have been utilized in the preparation of the contract documents, bidder may rely upon the accuracy of the technical data contained in such reports but not upon the interpretations or opinions contained therein for the completeness thereof for the purpose of bidding or construction.

Where plans and specifications contain drawings of physical conditions in or relating to existing surface conditions, including underground facilities, which are at or contiguous to the site, bidder may rely upon the accuracy of the data contained in such drawings but not upon the completeness thereof for the purposes of bidding or construction. If a mass diagram has been prepared for a project, it is for design purposes only. If it is made available to bidders, County assumes no responsibility whatever for the information contained therein and makes no guarantees with respect to reliance thereon.

Before submitting a bid, each bidder will, at bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work and which bidder deems necessary to determine its bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the contract documents.

The lands upon which the work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the work are identified in the contract documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by County unless otherwise provided in the contract documents.

## **5. EXAMINATION OF CONTRACT DOCUMENTS**

The contract documents shall consist of the following:

1. Invitation to Bid;
2. Instructions to Bidders;
3. Contractor's Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award);
4. Contract;
5. Addenda which pertain to the Contract;
6. The Bonds or other security;
7. Any supplementary conditions or any and all written agreements amending or extending the work, time or price contemplated;
8. The Plans and Specifications and Drawings as identified in the Contract;
9. Certificates of Insurance;
10. Other: \_\_\_\_\_

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings and addenda (if any). The submission of a bid shall constitute an acknowledgement upon which County may rely that the bidder has thoroughly examined and is familiar with the contract documents. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve that bidder from any obligation with respect to that bidder's bid or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract documents.

## **6. INTERPRETATION OF CONTRACT DOCUMENTS**

No oral representations or interpretations will be made to any bidder as to the meaning of the contract documents. Any ambiguities, inconsistencies in the plans and specifications or other contract documents, or problems which are visible by an inspection of the site or review of the contract documents shall be resolved prior to bidding. Request for an interpretation shall be made in writing and delivered to County at least ten (10) days before the time announced for opening of the proposals. Interpretations by County will be in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practical to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract. County reserves the right to amend any contract language, which it determines, is ambiguous prior to award of the bid.

## **7. ADDENDA**

Each bid shall include specific acknowledgment, in the space provided, of receipt of all addenda issued during the bidding period. Failure to so acknowledge will result in the bid being rejected as not responsive. The Contractor is responsible for verifying that all addenda have been received and for obtaining all addenda prior to submitting bids for the work.

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.



Addenda may also be issued to modify the bidding documents as deemed advisable by County.

Addenda will be mailed or delivered to all parties recorded as having received the bidding documents. No addenda will be issued later than four (4) days prior to the date for receipt of bids except an addendum, if necessary, postponing the date for receipt of bids or withdrawing the request for bids.

## **8. BIDS**

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

## **9. SUBMISSION OF BIDS**

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

County of Nevada  
Purchasing Division  
c/o Auditor Controller's Office  
950 Maidu Avenue, 2<sup>nd</sup> Floor  
Nevada City, CA 95959

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

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

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

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

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

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

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

## **11. BID PRICE**

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

In the event of a difference between the price quoted in words and a price quoted in figures for the same quotation, the words shall be considered the amount bid. Discrepancies between the indicated sum or total of figures and the correct sum or total will be resolved in favor of the correct sum or total.

## **12. BASIS OF BIDS**

The bidder shall submit both a lump sum price and prices for all unit cost items and alternatives shown on the bid form. Failure to comply may be cause for rejection.

Where specific quantities are given, they are approximate only, being given as a basis for the comparison of bids, and the County of Nevada does not, expressly or by implication, warrant that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable by County. The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The bidder shall set forth for each item of work in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail; however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

- a. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.
- b. As to the lump sum items, the amount set forth in the "Total" column shall be the item price.

In accordance with the provision of Section 6707 of the State Labor Code, each bidder shall list, in any bid item calling for trenching of five (5) feet or more in depth, the amount contained in the proposal for adequate trench and excavation sheeting, shoring, and bracing or equivalent method for the protection of life and limb which shall conform to applicable Safety Orders.

### **13. TAXES**

Bid prices shall include allowance for all federal, state and local taxes.

### **14. CONTRACT TIME**

The date by which the work is to be completed is 20 days set forth in the contract documents.

### **15. SUBSTITUTE MATERIAL AND EQUIPMENT**

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

### **16. LIST OF SUBCONTRACTORS**

Each bid shall have listed on the form provided herewith the name and address of each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half of one percent of the total amount of the bid, or, in the case of bids for construction of streets or highways, including bridges, in excess of one-half of one percent of the Contractor's total bid or \$10,000, whichever is greater, per Public Contracts Code Sections 4104. For the purpose of this paragraph, a subcontractor is defined as one who contracts with the Contractor to furnish materials and labor, or labor only for the performance of work at the site of the work.

County has the right to review the suitability and qualifications of any subcontractor or supplier proposed by the Contractor. As part of this review County may request an experience statement with pertinent information as to similar projects and other evidence of qualification for each subcontractor, person and organization. If County, after due investigation, has reasonable objection to any proposed subcontractor, County may, before giving the notice of award, request the apparent successful bidder to submit an acceptable substitute without an increase in bid price. If the apparent successful bidder does not make such substitution, the contract shall not be awarded to such bidder, but Contractor's failure to make such substitution will not constitute grounds for sacrificing the bid security. Any subcontractor, other person or organization so listed and to whom County does not make written objection prior to the giving of the notice of award will be deemed acceptable to County subject to revocation of such acceptance after the effective date of the agreement as provided in the contract documents.

No Contractor shall be required to employ any subcontractor, other person or organization against whom Contractor has reasonable objection.

The Contractor may not change any subcontractor listed on its bid without written approval from County after a determination that the requirements of Public Contracts Code Section 4107 have been met.



## **17. BID GUARANTY (BID BOND)**

For all bids exceeding \$25,000 each bidders bid shall be accompanied by a bid guaranty bond (bid bond) duly completed on the form provided herewith or a form which is substantially similar, by a guaranty company authorized to carry on business in the State of California, for payment to County in the sum of at least ten (10%) percent of the total amount of the bid, or alternatively by a certified or cashier's check, payable to County in the sum of at least ten (10%) percent of the total amount of the bid. A bid bond form which provides further payment of attorney's fees or which contains a termination date will not be considered to be "substantially similar". The amount payable to County under the guaranty bond, or the certified or cashier's check and the amount thereof, as the case may be, shall be forfeited to County as liquidated damages in case of a failure or neglect of the bidder to furnish, execute and deliver to County the required performance and payment bonds, evidence of insurance, and to enter into, execute and deliver to County the contract on the form provided herewith, within **14 days** after being notified in writing by County that the award has been made and the agreement is ready for execution.

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

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

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

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

## **19. MODIFICATION OR WITHDRAWAL OF BIDS**

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

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

## **20. OPENING OF BIDS**

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

## **21. BIDS TO REMAIN OPEN**

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

## **22. POSTPONEMENT OF OPENING**

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

## **23. AWARD OF CONTRACT**

The award of the contract, if awarded, will be made to the lowest responsive, responsible bidder whose bid complies with all the requirements stated herein. Within **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, delivered in person or by mail to the bidder whose proposal is accepted. No other act of County shall constitute acceptance of a bid. The award of contract shall obligate the bidder whose bid is accepted to furnish a performance bond, payment bond and evidence of insurance (certificates of insurance and endorsements specified in the contract) and execute the agreement set forth in the contract documents.

County reserves the right to reject any and all bids and to waive any and all formalities, and the right to disregard all non-conforming, non-responsive, or conditional bids. County reserves the right to reject the bid of any bidder if County believes that it would not be in the best interest of the project to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by County. County reserves the right to reject any bids which omit a bid on any one or more items on which bids are required; any bids which omit unit prices if unit prices are required; any bids in which unit prices are unbalanced in the opinion of County; any bid accompanied by insufficient or irregular bid security; and any bids from bidders who have previously failed to perform properly or to complete on time contracts of any nature.

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

County may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted as provided herein. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by County.

If there is reason to believe that collusion exists among the bidders, none of the bids of the

participants in such collusion will be considered, and County may likewise elect to reject all bids received.

County may conduct such investigations as County deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidders, proposed subcontractors and other persons and organizations to do the work in accordance with the contract documents to County's satisfaction within the prescribed time. County reserves the right to reject the bid of any bidder who does not pass any such evaluation to County's satisfaction.

If the contract is to be awarded, it will be awarded to the lowest bidder whose evaluation by County indicates to County that the award will be in the best interests of the project.

#### **24. SIGNING OF AGREEMENT**

When County gives a Notice of Award to the successful bidder, it will be accompanied by unsigned counterparts of the agreement and all other contract documents.

**Two copies** of the contract documents will be prepared by County. All copies will be submitted to Contractor, and Contractor shall execute the contract, insert executed copies of the required bonds and power of attorney, and submit all copies to County within **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.

#### **25. NOTICE TO PROCEED**

County shall give the successful bidder written notice to proceed with the work within **7 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 for bids exceeding \$25,000. The bonds shall be provided on County's forms or on forms which are substantially similar. Notwithstanding any language contained in the bonds, County shall not be liable for attorney's fees either for the enforcement of the bond or for any other action under this Contract. Bonds shall not contain any date of termination.

## **27. CONTRACTUAL RESTRICTIONS**

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

## **28. POSTING SECURITY IN LIEU OF RETENTION**

The Contractor may elect to receive one hundred percent (100%) of payments due under this contract from time to time, without retention of any portion of the payment by the public agency, by depositing securities of equivalent value with County in accordance with the provisions of Section 22300 of the California Public Contract Code; except that no such substitution shall be allowed where federal money is funding the project and federal regulations or policies would prohibit such substitution of securities for the retention. Securities eligible for investment shall include those listed in Section 16430 of the California Government Code, or bank or savings and loan certificates of deposits. Such securities, if deposited by the bidder, shall be valued by County whose decision on the valuation of the securities shall be final. The bidder shall be the beneficial owner of any securities substituted for money withheld and shall receive any interest thereon.

## **29. LIQUIDATED DAMAGES**

The County is authorized by Government Code Section 53069.85 to assess liquidated damages for delay. County refers bidders to the Contract for review of the liquidated damages provision to be included in this contract.

**CHECKLIST OF DOCUMENTS ENCLOSED BY BIDDER**

Bidder shall acknowledge he or she has enclosed all required Bidding Documents listed herein by signing his or her initials in "Bidder" column, after each item.

DOCUMENT	SIGNATURES	
	BIDDER	COUNTY REP.
1. BID FORM (signed)		
2. ACKNOWLEDGMENT OF ADDENDA		
3. BID SECURITY: Bid Bond (must be signed by corporate surety); or Cashier's check; or Certified Check; or Cash		
4. EXPERIENCE STATEMENT FORM		
5. SUBCONTRACTOR LISTING (signed)		
6. BIDDER'S REPRESENTATIONS: (BIDDER'S QUALIFICATIONS, WORKER'S COMPENSATION CERTIFICATE NON-COLLUSION DECLARATION)		

## **BID FORM**

(Nevada County Standard Form Bid Document)

**BID TO THE COUNTY OF NEVADA FOR: Snow Removal, Road Sanding Services and Snow Pack Removal for the Floriston Area of Eastern Nevada County**

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 and the Contract annexed hereto.

The work to be done is shown on project documents entitled: \_\_\_\_\_

\_\_\_\_\_

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:

**Snow Removal, Road Sanding Services and Snow Pack Removal for the Floriston  
Area of Eastern Nevada County  
October 1, 2015, to June 30, 2016  
Contract award will be based solely on this bid amount.**

<b>Item No.</b>	<b>Item</b>	<b>Unit of Measure</b>	<b>Estimated Quantity</b>	<b>Item Price</b>	<b>Total</b>
1.	Snow Removal, Road Sanding and Snow Pack Removal	LS	1		

**On Demand Services**

<b>Item No.</b>	<b>ITEMIZED</b>	<b>HOURLY RATE</b>
1.	Motor Grader	
2.	All Wheel Drive Loader	
3.	Rotary Snow Blower	
4.	Plow Truck	
5.	Sanding Services	
6.	Sand Truck	
7.	Sand (Per Ton)	



The undersigned bidder agrees to furnish the required bonds or other security and to enter into a contract within the time specified in the Instruction 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 will accompany this bid in a sum of not less than ten percent (10%) of the total amount of the bid and shall be on a form approved by County or a form which is substantially similar, which is attached thereto.

If this bid shall be accepted and the undersigned shall fail to contract as aforesaid, and to give the performance bond and labor and material bond as required in the contract with a surety satisfactory to County within the number of days set forth in the Instructions to

Bidders after receipt of notice that the contract has been awarded to the undersigned, County may, at its option, determine that the bidder has abandoned the contract and thereupon the award of the contract shall be null and void and the bidder and surety shall forfeit the security accompanying this bid to the County of Nevada.

Accompanying this bid is \_\_\_\_\_

\_\_\_\_\_  
("Bidder's Bond", "Cashier's Check", "Certified Check" or "Cash")

for \$\_\_\_\_\_ an amount equal to ten percent (10%) of the total bid.

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

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

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature of Bidder

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

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

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

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 City, California, on \_\_\_\_\_, 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

\_\_\_\_\_  
Principal Seal

\_\_\_\_\_  
Seal

\_\_\_\_\_  
Seal

\_\_\_\_\_  
Surety Seal

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

## EXPERIENCE STATEMENT

The following outline is a record of the bidder's recent experience in construction of a type similar in magnitude and character to that contemplated under this contract.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

### SUBCONTRACTOR LISTING

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

<u>Name</u>	<u>Business Address</u>	<u>Description of Portion of Work to be Performed</u>
_____	_____	_____
	_____	_____
	_____	_____
_____	_____	_____
	_____	_____
	_____	_____
_____	_____	_____
	_____	_____
	_____	_____
_____	_____	_____
	_____	_____
	_____	_____

\_\_\_\_\_  
Signature of Contractor

## **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.

Date: \_\_\_\_\_

BIDDER:

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

**PERSONAL SERVICES CONTRACT**

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

- (§1) **Snow removal, road sanding and snow pack removal for the Floriston areas of Eastern Nevada County**

**SUMMARY OF MATERIAL TERMS**

- (§2) **Maximum Contract Price:** \$ \_\_\_\_\_
- (§3) **Contract Beginning Date:** 7/1/2015 **Contract Termination Date:** 6/30/2016
- (§4) **Liquidated Damages:** n/a

**INSURANCE POLICIES**

Designate all required policies:

- |   |                                 | Req'd    | Not Req'd |
|---|---------------------------------|----------|-----------|
| (§7) <b>Commercial General Liability</b>        | (\$1,000,000)                   | <u>X</u> | _____     |
| (§8) <b>Automobile Liability</b>                | (\$ 300,000) Personal Auto      | _____    | <u>X</u>  |
|   | (\$1,000,000) Business Rated    | _____    | <u>X</u>  |
|   | (\$1,000,000) Commercial Policy | <u>X</u> | _____     |
| (§9) <b>Worker's Compensation</b>               |                                 | <u>X</u> | _____     |
| (§10) <b>Errors and Omissions (\$1,000,000)</b> |                                 | _____    | <u>X</u>  |

**LICENSES**

Designate all required licenses:

- (§15) Contractor shall maintain the appropriate California Department of Motor Vehicle license classifications.

**NOTICE & IDENTIFICATION**

- (§26) **Contractor:** **County of Nevada:**  
**Department of Public Works**  
950 Maidu Avenue  
Nevada City, California 95959
- Contact Person: Contact Person: Marc Mikan  
(530) 265-7104
- e-mail: e-mail: [marc.mikan@co.nevada.ca.us](mailto:marc.mikan@co.nevada.ca.us)  
Org Code: 1114-30107-703-1000/521140

**Contractor is a:** (check all that apply)

- |              |                  |              |             |                  |
|--------------|------------------|--------------|-------------|------------------|
| Corporation: | <u>X</u> Calif., | _____ Other, | _____ LLC,  | _____ Non-profit |
| Partnership: | _____ Calif.,    | _____ Other, | _____ LLP,  | _____ Limited    |
| Person:      | _____ Indiv.,    | _____ DbA,   | _____ Ass'n | _____ Other      |

**EDD:** Independent Contractor Worksheet Required: \_\_\_\_\_ Yes X No

**HIPAA:** Schedule of Required Provisions (Exhibit D): \_\_\_\_\_ Yes X No

**ATTACHMENTS**

Designate all required attachments:

- |   | Req'd    | Not Req'd |
|---|----------|-----------|
| <b>Exhibit A: Schedule of Services</b> (Provided by Contractor)               | <u>X</u> | _____     |
| <b>Exhibit B: Schedule of Charges and Payments</b> (Paid by County)           | <u>X</u> | _____     |
| <b>Exhibit C: Schedule of Changes</b> (Additions, Deletions & Amendments)     | _____    | <u>X</u>  |
| <b>Exhibit D: Schedule of HIPAA Provisions</b> (Protected Health Information) | _____    | <u>X</u>  |

### Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

### Services

#### **1. Scope of Services:**

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "B"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

### Payment

#### **2. Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "A"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "A"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

### Time for Performance

#### **3. Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

#### **4. Time of Agreement:**

This agreement shall commence on July 1, 2015, and shall terminate on June 30, 2016, except that Contractor agrees that County may renew this contract from year to year up to four additional years thereafter by amendment or entering into a new Contract, upon approval of the Board of Supervisors or Purchasing Agent and upon reaching a mutual agreement as to the cost of the work. Negotiated increases shall not exceed 2% (percent) per year.

#### **5. Liquidated Damages:**

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

#### **6. Time of the Essence:**

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

## Insurance

### **7. Commercial General Liability Insurance:** (County Resolution No. 90674)

If §7 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) **An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;**
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

### **8. Automobile Liability Insurance:** (County Resolution No. 90676)

If §8 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §8;
- (ii) **An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;**
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §8 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

### **9. Worker's Compensation:** (County Resolution No. 90674)

If §9 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

### **10. Errors and Omissions:**

If §10 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

### **11. Miscellaneous Insurance Provisions:** (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims



made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §14, ¶2, below, as these provisions additionally apply to subcontractors.)

## **12. Indemnity:**

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

## **Personal Services**

## **13. Contractor as Independent:**

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

## **14. Assignment and Subcontracting:**

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§7, 8, 9, 10 and 11, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

## **15. Licensing and Permits:**

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §15, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

## Public Contracts

### **16. Accessibility** (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

### **17. Nondiscriminatory Employment:**

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

### **18. Prior Nevada County Employment** (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

### **19. Cost Disclosure:**

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report

## Default and Termination

### **20. Termination:**

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

## Miscellaneous

### **21. Books of Record and Audit Provision:**

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting

documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

**22. Intellectual Property:**

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

**23. Entire Agreement:**

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

**24. Jurisdiction and Venue:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

**25. Compliance with Applicable Laws:**

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

**26. Notices:**

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

**27. Authority:**

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

**IN WITNESS WHEREOF**, the parties have executed this Contract effective on the Beginning Date, above.

**CONTRACTOR:**

**COUNTY OF NEVADA:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Honorable Edward C. Scofield

Chair, Board of Supervisors

Dated: \_\_\_\_\_

Attest: \_\_\_\_\_

Donna Landi  
Clerk of the Board

## **Exhibit A**

### **SERVICES PROVIDED BY CONTRACTOR**

#### **1. FIXED PRICE SERVICES:**

The Contractor shall be paid a fixed price for all services described under this contract within the indicated dates regardless of the snowfall amounts within that period. The exception to this is that "On Demand" services shall be paid at an hourly rate. "Fixed Price" snow removal, road sanding and snow pack removal services are to be provided from October 1, 2015, through June 30, 2016. Services shall be provided on a 24-hour basis, seven (7) days per week as needed as set forth in Exhibit A.

**A. Snow Removal:** Contractor shall begin snow plowing operations at the time that snow exceeds four (4) inches in depth and shall continue until all roads in the service area have been cleared of all fresh snow. Snow removal shall be of the entire width of pavement at all times.

**B. Sanding Services:** Contractor shall begin sanding whenever any one of the following occurs:

1. The road is wet and the temperature is below 32 degrees or expected to drop below 32 degrees within four (4) hours;
2. There is snow pack or ice on any of the roadways subject to this contract;
3. When instructed to sand by the Department of Public Works, the County Sheriff or the California Highway Patrol.

**C. Snow Pack Removal:** Upon cessation of any individual storm event, once all fresh snow has been removed, contractor shall commence removal of snow pack.

#### **2. ON DEMAND SERVICES:**

The County may desire services to be performed which are relevant to this Contract but have not been included in the scope of the services listed in Exhibit A, and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following:

- A. Work requested by the County in connection with any other matter or any item of work not specified herein;
- B. Work requested between July 1 and September 30;
- C. Work resulting from changes ordered by the County in the nature or extent of the project.

On Demand services shall be paid at the hourly rates indicated below:

ITEM NO.	ITEMIZED	HOURLY RATE
1.	Motor Grader	\$
2.	All Wheel Drive Loader	\$
3.	Rotary Snow Blower	\$
4.	Plow Truck	\$
5.	Sanding Services	\$
6.	Sand Truck	\$
7.	Sand (per ton)	\$

### **3. LOCATION OF WORK:**

This contract for snow removal, snow pack removal and sanding services is for service on the following roads or in the following districts only:

- Floriston Road from Interstate 80 On-ramp to end of County maintained road.

Contractor shall bill county for time, equipment or materials used on the above roads within the County of Nevada only. County shall not be billed for work on any private roads or in other counties.

### **4. EQUIPMENT:**

Contractor shall provide chains for all equipment used under this Contract. Contractor shall provide a mechanic at all times in order to assure immediate repair of all equipment during a storm. Back-up equipment shall be available so that downtime of any piece of required equipment shall not exceed six hours.

Equipment shall be equal to the following:

1. One all wheel drive loader equivalent to a Caterpillar Model 950 equipped with a reversible snowplow blade.
2. One rotary snow plow to have a minimum capacity of 1,500 tons per hour.
3. One 3-5 ton sand truck with a sanding unit capable of spreading sand on the roads.
4. One plow truck with 11-foot blade.

### **5. DAMAGE TO COUNTY ROADS OR PRIVATE PROPERTY:**

Due care shall be exercised to avoid injury to existing road improvements or facilities and adjacent property. If such objects are injured or damaged by reason of the Contractor's operations, they shall be repaired, replaced or restored at the Contractor's expense.

Contractor shall notify the Contract Administrator immediately or as soon as is possible after the occurrence of any damage or injury to person or property while conducting snow removal, snow pack removal or sanding operations on behalf of County.

All damage resulting from the Contractor's snow removal, snow pack removal or sanding work to private property shall be repaired by Contractor within a two week period after written

notification by the County or the property owner. An extension of time may be approved in excess of the two week period if requested in writing by the Contractor. The request shall state the reasons and period of time for the request. Any work not completed by the Contractor within the designated time period may be done by the County and the cost deducted from monies due Contractor.

With respect to any damage done to County roadways, upon receiving a report of such damage or upon discovery of such damage, County shall cause said damage to be repaired. Contractor shall be financially liable for such repairs. Any amounts required to cover damage to County roadways may be deducted from any money due to Contractor. If no money is due, Contractor agrees to reimburse County within 30 days of receipt of a bill therefor.

Interim inspections will be made from time to time in addition to a final inspection, which will be conducted by County for the prior season before June 15 of the current year.

The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from any cause whatsoever during progress of the work.

#### **6. MAINTENANCE OF DRIVEWAYS:**

Contractor shall make every effort to avoid filling private driveways with snow during the snow removal operations. It is recognized that it is impossible to completely avoid same but Contractor shall use its best effort to minimize such obstruction when using plow trucks, motorgraders and loaders. Contractor is not required to remove snow from driveways unless, in the opinion of the Contract Administrator, an excessive amount has been placed in driveways. Snow shall not be placed in driveways when using loaders and blowers.



## EXHIBIT B

### Schedule of Charges and Payments

#### 1. FIXED PRICE SERVICES:

Contractor shall bill County monthly based upon seven (9) equal increments of \$\_\_\_\_\_. The total amount paid for fixed price services shall not exceed \$\_\_\_\_\_. A monthly statement shall be due at the office of the County representative on or before the tenth day of the month. Upon approval of the County representative County shall expeditiously process the statement for payment.

At the sole discretion of the County, should extraordinary snow events occur, County may enter into negotiations with Contractor for change orders and initiate "hourly rate" invoicing based upon equipment rates as indicated in Section 2 of Exhibit A, On Demand Services.

Payment of the retention provided for in the contract shall be made after completion of the snow removal season but not prior to completion of all repairs to existing roadway facilities.

#### 2. ON DEMAND SERVICES:

An allowance of \$2,000.00 is included in the maximum contract amount for "On Demand Services." Contractor shall commence work only upon demand of County. On Demand services shall be paid at the hourly rates indicated below:

ITEM NO.	ITEMIZED	HOURLY RATE
1.	Motor Grader	\$
2.	All Wheel Drive Loader	\$
3.	Rotary Snow Blower	\$
4.	Plow Truck	\$
5.	Sanding Services	\$
6.	Sand Truck	\$
7.	Sand (per ton)	

#### 3. INVOICES:

The monthly invoices described in Parts 1 and 2 of Exhibit B shall be due at the office of the Department of Public Works on or before the tenth day of the month. County shall review each invoice against the terms of this Contract and upon approval shall expeditiously process the invoice for payment. The total contract price shall not exceed \$\_\_\_\_\_.

An amount equal to five percent (5%) of each monthly invoice will be retained by the County and paid to the Contractor after completion of the snow removal season but not prior to completion of all repairs to existing roadway facilities. Amounts will be withheld from this retention as necessary to cover any costs to County for such repairs.