

**BID FORM**

(Nevada County Standard Form Bid Document)

BID TO THE COUNTY OF NEVADA FOR: 2018 ROAD REHABILITATIONPROJECTName of Bidder: CALIFORNIA PAVEMENT  
MAINTENANCE COMPANY, INC. DBA: CPM

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: CONTRACT 45000Z2018 ROAD REHABILITATION








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 PACKAGE**

Item No.	Item Name	Unit of Measure	Estimated Quantity	Item Price	Total
1	MOBILIZATION	LS	1	16,200. <sup>00</sup>	16,200. <sup>00</sup>
2	TRAFFIC CONTROL	LS	1	149,250. <sup>00</sup>	149,250. <sup>00</sup>
3	TEMPORARY DRAINAGE INLET PROTECTION	LS	1	3,500. <sup>00</sup>	3,500. <sup>00</sup>
4	THERMOPLASTIC PAINT DETAIL 29 (YELLOW)	LF	1789	1.04	1,860. <sup>56</sup>
5	THERMOPLASTIC PAINT DETAIL 22 (YELLOW)	LF	65704	1.04	68,332. <sup>16</sup>
6	THERMOPLASTIC PAINT DETAIL 32 (YELLOW)	LF	11228	.94	10,554. <sup>32</sup>
7	THERMOPLASTIC PAINT DETAIL 27B/C (WHITE)	LF	121202	.52	62,025. <sup>04</sup>
8	THERMOPLASTIC PAINT	LF	1306	1.04	1,358. <sup>24</sup>

### 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)		
7. PUBLIC CONTRACT CODES: 10285.1, 10162, AND 10232		

Item No.	Item Name	Unit of Measure	Estimated Quantity	Item Price	Total
	DETAIL 38 (WHITE)				
9	THERMOPLASTIC PAVEMENT MARKINGS (WHITE)	SF	2677	5.20	13,920.40
10	THERMOPLASTIC PAINT MARKINGS (YELLOW)	SF	297	5.20	1,544.40
11	RAISED MARKERS	EA	6247	3.64	22,739.08
12	HOT-IN-PLACE RECYCLED ASPHALT	SY	79699	8.30	661,501.70
13	MICROSURFACE TYPE II (PARKING LOT)	LS	1	14,035.00	14,035.00
14	MICROSURFACE TYPE II	SY	223793	1.17	261,837.81
15	WATER POLLUTION CONTROL PLAN	LS	1	756.00	756.00

TOTAL OF BID (in figures): 1,290,408.71

TOTAL OF BID (in words): one million two hundred ninety thousand four hundred eight dollars and 71/100 cent

ALTERNATIVE BID ITEM

Item No.	Item Code	Item Name	Unit of Measure	Estimated Quantity	Item Price	Total
1a		HOT-IN-PLACE ASPHALT RECYCLING (SPENCEVILLE ROAD)	SY	21425	9.47	202,894.75
2a		MICROSURFACE TYPE II (SCOTTS FLAT ROAD)	SY	31610	3.00	94,830.00

County may elect to add either Item 1a or 2a or both/neither. Alternate bid items will not be considered in calculating the low bidder

Contract shall be awarded based upon the Base Bid Package (Items 1 - 15)

Item No.	Item Name	Unit of Measure	Estimated Quantity	Item Price	Total
	DETAIL 38 (WHITE)				
9	THERMOPLASTIC PAVEMENT MARKINGS (WHITE)	SF	2677		
10	THERMOPLASTIC PAINT MARKINGS (YELLOW)	SF	297		
11	RAISED MARKERS	EA	6247		
12	HOT-IN-PLACE RECYCLED ASPHALT	SY	69922		
13	MICROSURFACE TYPE II (PARKING LOT)	LS	1		
14	MICROSURFACE TYPE II	SY	214015		
15	WATER POLLUTION CONTROL PLAN	LS	1		

TOTAL OF BID (in figures): \_\_\_\_\_

TOTAL OF BID (in words): \_\_\_\_\_

#### ALTERNATIVE BID ITEM



Item No.	Item Code	Item Name	Unit of Measure	Estimated Quantity	Item Price	Total
1a		HOT-IN-PLACE ASPHALT RECYCLING (SPENCEVILLE ROAD)	SY	21425		
2a		MICROSURFACE TYPE II (SCOTTS FLAT ROAD)	SY	31610		

County may elect to add either Item 1a or 2a or both/neither. Alternate bid items will not be considered in calculating the low bidder

Contract shall be awarded based upon the Base Bid Package (Items 1 - 15)

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>
<u>1</u>		<u>3/29/18</u>
<u>2</u>		<u>3/29/18</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </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, Bidder's Representations form and Public Contract Codes.

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 10%

("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: \_\_\_\_\_ DBA, CPM.

Gordon L. Rayner, CEO


Richard Rayner, President

Tina B. Feeney, Corporate Secretary

Bruce Taylor, Vice-President

Licensed in accordance with an act providing for the registration of contractors, License No. 374514

Dated: 4/3/2018

  
Authorized Signature of Bidder

**9390 ELDER CREEK RD.  
SACRAMENTO, CA 95829**

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

PLACE OF RESIDENCE: SACRAMENTO, CA

TELEPHONE NUMBER: 916-381-8033

CLASSIFICATION OF CONTRACTOR'S LICENSE: A, C-12

EXPIRATION DATE OF CONTRACTOR'S LICENSE: 4/30/2019

FEDERAL TAX ID. NO.: 94-2743425

**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 California Pavement Maintenance Company, Inc. dba: CPM

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, as principal, and

Travelers Casualty and Surety Company of America

\_\_\_\_\_

\_\_\_\_\_

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 \$ 10% of Bid Amount.

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 April 4, 2018, for:

2018 Road Rehabilitation Project Contract No. 450002

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 :

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183



IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 3rd day of  
April A. D. 2018.

California Pavement Maintenance Company, Inc. dba: CPM Seal

\_\_\_\_\_  
Seal

  
Principal **BRUCE TAYLOR**  
VICE PRESIDENT

Travelers Casualty and Surety Company of America Seal

  
Seal

Breanna Bofman, Attorney-In-Fact Seal  
Surety

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



## ACKNOWLEDGMENT

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

State of California  
County of Sacramento )

On April 3, 2018 before me, Stephanie Agapoff, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature

*Stephanie Agapoff*

(Seal)



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**


**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Breanna Bofman**, of **Sacramento, California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.


By:   
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 3rd day of April, 2018



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is 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.

SEE ATTACHMENTS

## Municipal References

Project Name: 2017 Road Maintenance Project, CIP 17-03

Location: Woodland, CA

Owner: City of Woodland

Owner Contact & Phone #: Public Works – 530-661-5962

Architect or Engineer: Tamera Burnham - Project Manager

Contact & Phone #: (530) 848-8672

Construction Manager:

Contact & Phone #:

Description of Project, Scope of Work Performed: Removal and Install Road Striping, Place Slurry Seal and Microsurfacing, Cape Seal, ADA Concrete Ramps, Traffic Control

Total Value of Construction (Including Change Orders): \$922,072.59

Original Scheduled Completion Date: 9/1/2017

Time Extensions Granted (Number of Days):

Actual Date of Completion: 9/1/2017

Percentage of Work Completed with Own Force: 80%

## **Project References**

Project Name: 2016 Slurry Seal Project, Contract No. 15-08

Location: Walnut Creek, CA

Owner: City of Walnut Creek

Owner Contact & Phone #: Joe Sadri – Public Works Director

Architect or Engineer: \_\_\_\_\_

Contact & Phone #: 925-943-5899

Construction Manager: Sarah Lee

Contact & Phone #: 925-256-3586

Description of Project, Scope of Work Performed: Asphalt Pavement Repair, Asphalt Slurry Seal, Cape Seal and Striping and Pavement Markings Replacement

Total Value of Construction (Including Change Orders): \$806,158.50

Original Scheduled Completion Date: 7/25/2016

Time Extensions Granted (Number of Days): \_\_\_\_\_

Actual Date of Completion: 7/25/2016

Percentage of Work Completed with Own Force: 80%



## Municipal References

Project Name: Annual Slurry Seal 2017, Contract No. CO2099

Location: Santa Rosa, CA

Owner: City of Santa Rosa

Owner Contact & Phone #: Transportation and Public Works Department –  
707-543-3800

Architect or Engineer: Ed Skultety – City Engineer Tech

Contact & Phone #: (707) 543-3877

Construction Manager: \_\_\_\_\_

Contact & Phone #: \_\_\_\_\_

Description of Project, Scope of Work Performed: Place Slurry Seal throughout  
various streets and neighborhoods, Traffic Control

Total Value of Construction (Including Change Orders): \$354,125.44

Original Scheduled Completion Date: 8/15/2017

Time Extensions Granted (Number of Days): \_\_\_\_\_

Actual Date of Completion: 8/14/2017

Percentage of Work Completed with Own Force: 100%

## **Municipal References**

Project Name: 2015 Slurry Seal Project Phase 1

Location: Richmond, CA

Owner: City of Richmond

Owner Contact & Phone #: Tawfic N. Halaby, P.E. - Associate Civil Engineer

Architect or Engineer:

Contact & Phone #: (510) 307-8091

Construction Manager: Dane Rodgers

Contact & Phone #: 510-620-5417

Description of Project, Scope of Work Performed: Asphalt Repair, Crack Fill, Removal and Install Road Striping, Place Slurry Seal in various locations, Traffic Control, SWPP, Crosswalk with LED Lights

Total Value of Construction (Including Change Orders): \$459,753.20

Original Scheduled Completion Date: 10/30/2015

Time Extensions Granted (Number of Days): 0

Actual Date of Completion: 10/30/15

Percentage of Work Completed with Own Force: 85%



## **Municipal References**

Project Name: 2015 Slurry Seal Project (V1/PR009)

Location: Elk Grove, CA

Owner: City of Elk Grove

Owner Contact & Phone #: Bryan Stone, P.E. - Project Manager

Architect or Engineer: \_\_\_\_\_

Contact & Phone #: (916) 478-3646

Construction Manager: Luke Wallace - Inspector

Contact & Phone #: 916-871-4260

Description of Project, Scope of Work Performed: Asphalt Repair, Pavement Markers, Removal and Install Road Striping, Place Slurry Seal in various locations, Traffic Control, SWPP

Total Value of Construction (Including Change Orders): \$849,958.25

Original Scheduled Completion Date: 11/9/2015

Time Extensions Granted (Number of Days): 4

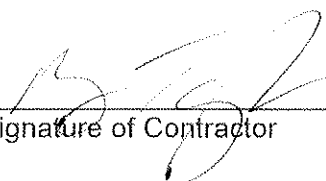
Actual Date of Completion: 11/14/15

Percentage of Work Completed with Own Force: 90%

### 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.

NAME AND ADDRESS OF SUBCONTRACTOR AND LICENSE NUMBER	PUBLIC WORKS CONTRACTOR REGISTRATION NUMBER	DESCRIPTION OF WORK TO BE SUBCONTRACTED	BID ITEMS NUMBERS AND PERCENTAGE OF WORK SUBCONTRACTED
Champ Co	h/c # 374600 DIR # 1000000306	Stamping	1 Partial 30 %
1805 Beaman St			2 Partial 70 %
Woodland, LA 95776			4-11, 13 96 %
			A1+1A 11 %
			A1+2A 47 %
Carroll's Asphalt	h/c # 978632 DIR # 1000024170	Hot In place Paving	12 - 96 %
18100 South Indiana Ave			1A - 84 %
Thornton, IL 60476			

  
 Signature of Contractor

BRUCE TAYLOR  
 VICE PRESIDENT

## BIDDER'S REPRESENTATIONS

I, the undersigned, declare as follows:

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

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

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

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

3. **NONCOLLUSION DECLARATION:** I, the undersigned, declare that I am the \_\_\_\_\_ of CALIFORNIA PAVEMENT the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any DBA, CPM, 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: 4/3/2018

BIDDER:

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

**BRUCE TAYLOR**  
VICE PRESIDENT

PUBLIC CONTRACT CODE  
**PUBLIC CONTRACT SECTION 10285.1 STATEMENT**

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

Note: You must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion constitutes signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

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

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

☐ Yes

☒ No

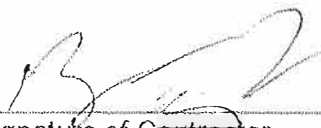
If the answer is yes, explain the circumstances in the following space.

**Public Contract Code 10232 Statement**

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

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion constitutes signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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

**BRUCE TAYLOR**  
**VICE PRESIDENT**



## Information and General Services Department

950 Maidu Avenue  
Nevada City, CA 95959  
Phone: 530-265-1238  
Fax: 530-265-7112

*Information Systems  
Geographic Information Systems  
Facilities Management*

*Emergency Services  
Central Services  
Cable Television*

*Purchasing  
Airport  
Library*

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### **ADDENDUM #1** **Issued March 13, 2018**

#### **PROJECT: 2018 Road Rehabilitation Project**

**BID OPENING:** Bid Opening remains the same **IMMEDIATELY AFTER 3:00:00 p.m. Wednesday April 4, 2018**

The following modifications are to be made to the 2018 Road Rehabilitation Project Contract Documents. The Contractor shall acknowledge the addendum where indicated on page 24 of the Bidding Documents, Specifications and Contract Documents.

#### **BID PACKAGE**

1. The Bid Package Sheet, page 23, shall be replaced in its entirety with the attached Bid Package Sheet.

#### **SCOPE OF WORK**

1. Page 56 shall be replaced with the attached new page 56. Replacement page is made available as part of this Addendum.

End of Addendum

Respectfully Submitted,

Desiree Belding, CPPB  
Nevada County Deputy Purchasing Agent

steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

### Unit Price Work

Work to be paid for on the basis of unit prices.

### Work

The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

### Working Day

A working day is any day except Saturdays, Sundays, or legal holidays and days on which the Contractor is specifically required by special provisions, by any labor contract, or by law, to suspend construction operations. Also excepted is any day on which the Contractor is prevented by inclement weather conditions resulting therefrom, or other phenomena of nature from proceeding with at least seventy-five percent (75%) of the normal labor and equipment force for at least five (5) hours toward completion of the current controlling item on the accepted project schedule. Should the conditions prevent the work from beginning at the usual starting time, or prevent the Contractor from proceeding with seventy-five percent (75%) of the normal labor and equipment force for a period of at least five (5) hours, and the crew is dismissed as a result thereof, Contractor will not be charged for a working day whether or not conditions change so that the major portion of the day could be considered to be suitable for work on the controlling item.

## ARTICLE II: SCOPE OF WORK

Contractor, at Contractor's own proper costs and expense, shall do all the work and furnish all the materials necessary to construct and/or reconstruct and complete in good workmanlike and substantial manner and to the satisfaction of the County, the following:

1. Placement of a Type II microsurface on various roads including:
  - a. ✓ Indian Springs Drive from Penn Valley Drive to Spenceville Dr.
  - b. ✓ Penn Valley Drive from Spenceville Dr. to Highway 20
  - c. ✓ Spenceville Dr. from Indian Springs Dr. to Penn Valley Dr.
  - d. ✓ Scotts Flat Road from Scotts Valley to Cassi Road (alternate)
  - e. ✓ Pleasant Valley Drive from Highway 20 to Bitney Springs Road
  - f. ✓ Maidu Ave from Highway 49 to the Nevada County Government Center
  - g. Long Valley Road from Indian Springs 4000' easterly *N. M. P.*
2. Rehabilitation of existing asphalt roadway surfaces via a Hot-in-Place process on various roads including:
  - a. Penn Valley Drive from Spenceville Dr. to Highway 20
  - b. Indian Springs Drive from Penn Valley Dr to Spenceville Dr.
  - c. Spenceville Drive from Penn Valley Drive to Indian Spring Dr (alternate)
  - d. Long Valley Road from Indian Springs 4000' easterly
3. Replacement of roadway striping and markers
4. Placement of a Type II microsurface on various portions of the parking lot at the Nevada County Government Center

which shall be constructed in accordance with this Contract, the Invitation to Bid, the Instruction to Bidders, the Plans and Specifications and Drawings, and all other contract documents attached hereto and which are incorporated herein by reference and made a part of this Contract as if set forth in full.



## Information and General Services Department

950 Maidu Avenue  
Nevada City, CA 95959  
Phone: 530-265-1238  
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*Information Systems  
Geographic Information Systems  
Facilities Management*

*Emergency Services  
Central Services  
Cable Television*

*Purchasing  
Airport  
Library*

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### **ADDENDUM #2** **Issued March 23, 2018**

#### **PROJECT: 2018 Road Rehabilitation Project**

**BID OPENING: Bid Opening remains the same IMMEDIATELY AFTER 3:00:00 p.m. Wednesday April 4, 2018**

The following modifications are to be made to the 2018 Road Rehabilitation Project Contract Documents. The Contractor shall acknowledge the addendum where indicated on page 24 of the Bidding Documents, Specifications and Contract Documents.

#### **ESTIMATED CONTRACT TIME LINE**

1. The Bid Package Sheet, page 8 item 12, shall be amended to read as follows:

"WORK MUST BE COMPLETED WITHIN **30 WORKING DAYS** OF MAILING OF THE NOTICE TO PROCEED."

End of Addendum

Respectfully Submitted,

Desiree Belding, CPPB  
Nevada County Deputy Purchasing Agent