

**COUNTY OF SISKIYOU
DEPARTMENT OF GENERAL SERVICES**



**190 Greenhorn Rd.
Yreka, CA 96097**

REQUEST FOR PROPOSALS (RFP)

OBERLIN ROAD TRANSFER STATION CANOPY PROJECT

**Project Location:
Yreka Transfer Station
2420 E. OBERLIN RD, YREKA, CA 96097**

Release Date: March 7, 2018

**Deadline for Submissions: April 5, 2018 @ 2:00 PM PST
At the Department of General Services, Transit Center
190 Greenhorn Rd
Yreka, CA 96097**

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NOTICE AND INVITATION TO BIDDERS

COUNTY OF SISKIYOU DEPARTMENT OF GENERAL SERVICES OBERLIN ROAD TRANSFER STATION CANOPY PROJECT

PUBLIC NOTICE IS HEREBY GIVEN that the County of Siskiyou invites sealed bids for the above stated project and will receive such bids at County of Siskiyou Department of General Services, 190 Greenhorn Road, Yreka, California 96097 until **2:00 PM PST on Thursday, April 5, 2018** at which time they will be publicly opened and read. Bids received after this time will not be accepted.

A bid summary will then be prepared and posted.

A **mandatory site visit** will be conducted on **Tuesday, March 20, 2018 @ 10AM PST** at the project's location 2420 E. OBERLIN RD, YREKA, CA 96097. See map and directions to project site on page 37.

PROJECT DESCRIPTION: The general scope of this project includes but is not limited to the construction of a new metal building "canopy" with approximate dimensions of 124' in length by 96' in width by 30' in eave height (11,904 square feet total) to serve as a temporary transfer station. The project includes all associated site work, earthwork, concrete foundations, asphalt repair, bollards, storm drainage systems and erosion control, and all general requirements. Refer to scope of work on pages 7-8 and bid documents for additional project information.

Proposal forms for this work are entitled:

COUNTY OF SISKIYOU - DEPARTMENT OF GENERAL SERVICES PROPOSAL FOR THE OBERLIN ROAD TRANSFER STATION CANOPY PROJECT 2420 E. OBERLIN RD, YREKA, CA

Before submitting a bid, the bidder shall be licensed to perform as prime contractor in accordance with the provisions of the Contractor's State License Law.

This is a Formal Bid Authorized by Public Contract Code § 22037 and Siskiyou County Code Section 2-8.14C. This is a **Non Federal Aid Project**. Complete the work within **140 calendar days**. The estimated cost of the project is **\$450,000**.

The Bid is to be delivered in a sealed envelope no later than **2:00 PM PST on Thursday, April 5, 2018,** **addressed as follows:**

Ulysses McKeown
Deputy Director of General Services
Siskiyou County
190 Greenhorn Road
Yreka, CA 96097

An electronic copy of this RFP and the associated bid documents may be downloaded from:
<https://www.co.siskiyou.ca.us/current-rfps>

Questions about alleged patent ambiguity of the plans, specifications, or estimate must be asked before bid opening. After bid opening, the Department does not consider these questions as bid protests.

INSTRUCTION TO BIDDERS

COUNTY OF SISKIYOU
DEPARTMENT OF GENERAL SERVICES
OBERLIN ROAD TRANSFER STATION CANOPY PROJECT

1. Explanation to Bidders

- (a) Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bids, including drawings, specifications, prior approvals, etc., must be requested in writing no later than **5:00 p.m. PST March 22, 2018**. Any interpretation made will be in the form of an Addendum to the Invitation for Bids and will be furnished to all registered prospective bidders. Receipt of Addendum by the bidder must be acknowledged in the space provided on the "Bid Item Sheet" and/or by letter or transmittal received before the time set for opening of sealed bids. **Verbal explanations or instructions given before the award of the contract will not be binding.**
- (b) Questions must be submitted in writing only to Ulysses McKeown at the address, or email below, and must be received no later than the date and time stated in the "Tentative Bid and Contract Award Schedule" below. Email is preferred. Responses to questions will be published in an addendum after the question submittal deadline has passed. Any addendums will be posted as a "Q&A" to <https://www.co.siskiyou.ca.us/current-rfps>. The County reserves the right to decline to respond to any questions if, in the County's assessment, the information cannot be obtained and shared with all potential Proposers in a timely manner.
- (c) Potential Proposers must register with the County to be notified of addenda and other notices. To register, please send an email to Ulysses McKeown (umckeown@co.siskiyou.ca.us) indicating "Oberlin Road Transfer Station Canopy Project" in the subject field. If you do not receive a reply to this email within 24 hours indicating that you have been registered, please call, Ulysses McKeown at 530-842-8259 or Scott Waite at 530-842-8275.
- (d) A mandatory pre-bid job walk is scheduled for Tuesday, March 20, 2018 @ 10AM PST at the project's location 2420 E. OBERLIN RD, YREKA, CA 96097. Prospective Bidders wanting to attend job walk must RSVP by 3:00PM PST Monday, March 19, 2018. RSVP by contacting Ulysses McKeown below by email or by phone. **Verbal explanations or instructions discussed during this job walk will not be binding.**

Ulysses McKeown, Deputy Director of General Services
umckeown@co.siskiyou.ca.us
Siskiyou County
Department of General Services
190 Greenhorn Road
Yreka, CA 96097
530-842-8259

2. Tentative Bid and Contract Award Schedule:

County reserves the right to modify this schedule at any time

RFP Release Date	Wednesday, March 7, 2018
Mandatory Pre-Bid job walk/site visit	Tuesday, March 20, 2018 @ 10AM PST at the project's location 2420 E. OBERLIN RD, YREKA, CA 96097
Deadline for Submitting Questions	Thursday, March 22, 2018 @ 5:00PM PST
County Written Response to Questions	Thursday, March 29, 2018
Deadline Proposal Due Date/Bid Opening Date	Thursday, April 5, 2018 @ 2:00PM PST
Execute Contract	April 2018 – June 2018
Estimated Notice to Proceed	June 2018 – July 2018

3. Conditions Affecting the Work

- (a) Before submitting a Bid, each bidder must (1) examine the bid and contract documents thoroughly; (2) be familiar with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work; and (3) study and carefully correlate bidder's observations with the Bid and contract documents. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. Siskiyou County will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the Bid or contract documents.
- (b) The submission of a Bid will constitute an incontrovertible representation by the Bidder that it has complied with every requirement of the request for bids and that the Bid and contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

4. Bidder's Qualifications

- (a) Prime contractor and all of Prime contractor's proposed subcontractors must have a current and valid California State Contractor's license sufficient to perform the work.
- (b) CONTRACTOR REGISTRATION WITH THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS - A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. To register, contractors are directed to the California Department of Industrial Relations website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

5. Bid Guaranty

- (a) The bid guaranty shall be in the form of a bid bond, certified check, or cashier's check, payable to the order of the County of Siskiyou, in an amount not less than ten percent (10%) of the total Bid. Any bid bond shall be executed by a corporate surety acceptable to the County and authorized to issue such surety bond in the State of California. Bid guaranties, other than bid bonds, will be returned (1) to unsuccessful Bidders as soon as practicable after the opening of bids, and (2) to the successful Bidder upon execution and delivery of all contract documents. However, the County reserves the right to retain the bid guaranty of the second lowest qualified Bidder until the lowest qualified Bidder executes and delivers all required contract documents to the County or until ninety (90) calendar days after bid opening, whichever occurs first.
- (b) Failure to furnish a bid guaranty in the proper form and amount, by the time set for the receipt of bids, shall be cause for rejection of the Bid.
- (c) If the successful Bidder, upon acceptance of its Bid by the County fails to execute and deliver all contract documents within fourteen (14) calendar days after receipt of County's Notice of Award, the successful Bidder's bid guaranty shall be retained by the County as liquidated damages. Such failure on the Bidder's part to execute and deliver those documents will cause substantial damage to Siskiyou County, including delay in its construction program, which damage is not easily reduced to monetary terms and, therefore, the full amount of the bid guaranty is properly considered to be liquidated damages.

6. Preparation of Bids

- (a) Prevailing wages are required on this Contract. The Director of the California Department of Industrial Relations determines the general prevailing wage rates. Obtain the wage rates at the DIR Website, <http://www.dir.ca.gov>, or from the Department's Labor Compliance Office of the district in which the work is located.
- (b) Bids shall be submitted on the forms furnished in the bid documents, or copies thereof, and

must be manually signed (only typewritten or ink shall be accepted with no erasures or corrections unless properly authenticated by signature) in accordance with the instructions contained herein. All blank spaces shall be filled in. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the Bid. **TELEPHONIC, E-MAIL OR FAX BIDS WILL NOT BE CONSIDERED.**

- (c) Substitutions for specified materials will not be considered without prior approval of Siskiyou County.

7. Submission of Bids

- (a) Submission of a signed Bid will be interpreted to mean that the Bidder has thereby agreed to all conditions, instructions, descriptions and specifications contained herein. All bidders shall carefully examine and review the Scope of Work, Special Conditions, and General Terms and Conditions and must fully inform themselves of the conditions and requirement of the items/services to be furnished. Failure to do so will be at bidder's own risk and cannot secure relief on the plea of error, or dispute, or question such specifications and the directions explaining or interpreting them.
- (b) Bids must be sealed, marked, and addressed as indicated below. Failure to do so may result in a premature opening of, or a failure to open, such bid, thereby eliminating that Bidder from consideration.
- (c) All bids shall be received no later than **2:00 PM local time (PST) on Thursday, April 5, 2018, addressed as follows:**

Ulysses McKeown
Deputy Director of General Services
Siskiyou County
190 Greenhorn Road
Yreka, CA 96097

- (d) The envelope containing the original copy of the Bid must be sealed, marked, and labeled as follows:
 - 1. Name and address of Bidder.
 - 2. Marked in the lower left-hand corner of the envelope:

**SEALED BID FOR:
COUNTY OF SISKIYOU - DEPARTMENT OF GENERAL SERVICES
PROPOSAL FOR THE OBERLIN ROAD TRANSFER STATION CANOPY PROJECT**

- (e) The original Bid shall consist of the documents listed below (**DO NOT INCLUDE COPIES**).
 - 1. Proposal Department of General Services, Siskiyou County
 - 2. Bid Item Sheet
 - 3. Bid Schedule
 - 4. List of Subcontractors
 - 5. Equal Employment Opportunity Certification
 - 6. Public Contract Code
 - 7. Non-collusion Affidavit
 - 8. DIR Registration Confirmation
 - 9. Debarment and Suspension Certification
 - 10. Bid Guaranty

- (f) This Invitation to Bid does not commit Siskiyou County to award a contract or pay any costs associated with the preparation of any estimate or Bid proposal.
- (g) Siskiyou County reserves the right to reject any or all bids, to award each item separately, delete portions of the work, and/or waive any informality on any Bid. No Bid may be withdrawn for ninety (90) days after the time set for the opening thereof. Upon award, the bid amount will be in effect for the term of the contract.

8. Late Bid, Modification or Withdrawal of Bid by Bidder

- (a) Any Bid received by Siskiyou County after the exact time specified for receipt will be returned unopened. **BIDS RECEIVED AFTER THIS DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED.**
- (b) Any modification or withdrawal of bids must be made in writing and is subject to the same condition as in (a) above. A Bid may be withdrawn by written or transmittal request received from a Bidder prior to the time set for opening bids. A Bid may also be withdrawn in person by a Bidder or the Bidder's authorized representative, provided the representative's identity is made known and the representative signs a receipt for the Bid, but only if the withdrawal is made prior to the time set for opening bids.

9. Siskiyou County Modifications Prior to Date Set for Opening Bids

Siskiyou County may revise or amend any of the bid or contract documents, including the specifications and drawings, prior to the date set for opening bids. Such revisions and addenda, if any, will be announced by addenda to the Invitation for Bids. If the revisions and addenda are of a nature which requires material changes in the bid, the date set for opening bids may be postponed by such number of days as in the opinion of the County will enable Bidders to revise their bids. In such a case, the addendum will include an announcement of the new date and time for opening bids.

10. Public Opening of Bids

Bids will be publicly opened at the time set for opening in the Notice and Invitation for Bid. The content of opened bids will be made public for the information of Bidders and others interested, who may be present either in person or by representative.

11. Award of Contract

- (a) Award of contract will be made to the lowest **base bid, without consideration of any alternates**, responsible Bidder whose bid, conforming to the Invitation for Bids, is most advantageous to Siskiyou County, price and other factors considered. The right is reserved, as the interest of Siskiyou County may require, to reject any or all bids, or to waive any informality or minor irregularity in the bids.

SISKIYOU COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART THEREOF, TO WAIVE ANY INFORMALITIES IN THE BID, AND ALSO TO WITHHOLD AWARD FOR A PERIOD OF NINETY (90) CALENDAR DAYS FROM DATE OF BID OPENING.

- (b) County reserves right to award contract which includes only the base bid or the base bid plus any alternates.
- (c) Siskiyou County may make such investigation as it deems necessary to determine the ability of the Bidder to provide the services requested herein, and the Bidder shall furnish to Siskiyou County all information and data for this purpose as Siskiyou County may request. Siskiyou County reserves the right to reject any bid should the evidence submitted by, or investigation of, the Bidder fail to satisfy Siskiyou County that such Bidder is properly qualified to carry out the obligations of the Bid and to complete the requirements contemplated therein.

- (d) The Bidder to whom award is made shall execute a written contract with Siskiyou County in the form of agreement provided, shall secure all insurance and shall furnish all certificates and bonds required by the specifications within 10 days (not including Saturdays, Sundays and legal holidays) after receipt of the contract from Siskiyou County. Failure or refusal to enter into a contract as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the bid guarantee. If the successful Bidder refuses or fails to execute the contract, Siskiyou County may award the contract to the second lowest responsible Bidder. If the second lowest responsible Bidder refuses or fails to execute the contract, Siskiyou County may award the contract to the third lowest responsible Bidder. On the failure or refusal of such second or third lowest Bidder to execute the contract, each such Bidder's bid securities shall be likewise forfeited to Siskiyou County.

SCOPE OF WORK

Oberlin Road Transfer Station Canopy Project
2420 E. OBERLIN RD, YREKA, CA
IN SISKIYOU COUNTY

Project Summary:

The general scope of this project includes but is not limited to the construction of a new metal building “canopy” with approximate dimensions of 124’ in length by 96’ in width by 30’ in eave height (11,904 square feet total) to serve as a temporary transfer station. The project includes all associated site work, earthwork, concrete foundations, asphalt repair, bollards, storm drainage systems and erosion control, and all general requirements. Refer to bid documents for additional project information.

Contract Documents include:

THIS RFP AND ALL DOCUMENTS INCLUDED AND REFERENCED HEREIN

OVERALL FACILITY AND SITE RELATED SPECIFICATIONS

Electronic File name: “Oberlin Transfer_Compiled Specs 01-30-2018.pdf”

01010 SUMMARY OF WORK
01020 SITE SAFETY
01025 MEASUREMENT AND PAYMENT
01039 COORDINATION AND MEETINGS
01050 FIELD ENGINEERING
01300 SUBMITTALS
01700 CONTRACT CLOSEOUT
01900 MOBILIZATION
02110 CLEARING AND GRUBBING
02210 SITE GRADING, AND SUBGRADE
02221 UTILITY TRENCHING AND BACKFILLING
02232 AGGREGATE BASE
02271 DRAINAGE AND EROSION CONTROL
02444 BOLLARDS
02553 ASPHALTIC CONCRETE PAVEMENT
02609 PIPE CULVERTS
02635 SUBDRAINAGE
02721 DROP INLETS AND FLOOR DRAINAGE TANK
03 1000 CONCRETE FORMING AND ACCESSORIES
03 2000 CONCRETE REINFORCING
03 3000 CAST-IN-PLACE CONCRETE
09 9100 PAINTING
07 6213 GUTTERS AND DOWNSPOUTS
13 3419 METAL BUILDING SYSTEM

DRAWINGS

Electronic File name: “Oberlin Transfer_Drawings 01-30-2018.pdf”

T1 TITLE SHEET
C-1.0 SITE PLAN
C-2.0 SITE GRADING PLAN
C-2.1 GRADING DETAILS
A-1.0 FLOOR PLAN
A-1.1 ROOF PLAN
A-2.0 EXTERIOR ELEVATIONS

- A-2.1 EXTERIOR ELEVATIONS
- A-2.2 BUILDING SECTION
- S-1.0 GENERAL NOTES AND DETAILS
- S-2.0 MAIN FOUNDATION PLAN
- S-3.0 DETAILS

STRUCTURAL CALCULATIONS

Electronic File name: "Oberlin Transfer_Structural Calcs 01-30-2018.pdf"

STRUCTURAL CALCULATIONS, KILBER & KIBLER, JANUARY 29, 2018.

SOILS REPORT

Electronic File name: "4544-17 Yreka Landfill Transfer Station Canopy Geotechnical AGEGC Oct 2017.pdf"

GEOTECHNICAL INVESTIGATION REPORT, PROPOSED NEW CANOPY, YREKA LANDFILL TRANSFER STATION. APPLIED GEOTECHNICAL ENGINEERING AND GEOLOGIC CONSULTING, OCTOBER 18, 2017.

An electronic copy of the RFP and the associated contract documents may be downloaded from:
<https://www.co.siskiyou.ca.us/current-rfps>

COUNTY OF SISKIYOU - DEPARTMENT OF GENERAL SERVICES PROPOSAL
FOR THE
OBERLIN ROAD TRANSFER STATION CANOPY PROJECT
2420 E. OBERLIN RD, YREKA, CA

PROPOSAL TO DEPARTMENT OF GENERAL SERVICES, SISKIYOU COUNTY

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____

(Please include even if P.O. Box used)

CITY, STATE, ZIP _____

TELEPHONE NO: AREA CODE () _____

FAX NO: AREA CODE () _____

CONTRACTOR LICENSE NO. _____

The work for which this proposal is submitted is for construction in conformance with the GREENBOOK 2015 EDITION (including the payment of not less than the State general prevailing wage rates), the project described below, including any addenda thereto, the contract annexed hereto.

**OBERLIN ROAD TRANSFER STATION CANOPY PROJECT
2420 E. OBERLIN RD, YREKA, CA 96097**

Bids are to be submitted for the entire work.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the *COUNTY OF SISKIYOU*, and that discretion will be exercised in the manner deemed by the *COUNTY OF SISKIYOU* to best protect the public interest in the prompt and economical completion of the work. The decision of the *COUNTY OF SISKIYOU* respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the *COUNTY OF SISKIYOU*, within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the *COUNTY OF SISKIYOU* that the contract has been awarded, the *COUNTY OF SISKIYOU* may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the *COUNTY OF SISKIYOU*.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract; and he proposes, and agrees if this proposal is accepted, that he will contract with the *COUNTY OF SISKIYOU*, 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 the Engineer as therein set forth, and that he will take in full payment therefor the following prices, to wit:

Signature: _____ Date: _____

Title: _____

BID ITEM SHEET

Complete the **"Bid Schedule"** on the following pages

OBERLIN ROAD TRANSFER STATION CANOPY PROJECT

Bid Opening Date: THURSDAY, APRIL 5, 2018 @ 2:00PM PST

BASE BID ONLY TOTAL= _____

ACKNOWLEDGES RFP ADDENDUM NUMBERS: _____

Contractor Name:

Signature: _____ Date: _____

Title: _____

Bid Schedule

Oberlin Road Transfer Station - New Canopy
Siskiyou County, California

Item	Description	Spec	Unit	Quantity	Unit Price	Amount
1.0 General Requirements						
1.01	Mobilization	01900	LS	1		
1.02	Coordination	01039	LS	1		
1.03	Field Engineering	01050	LS	1		
2.0 Site Improvements						
2.01	Clearing & Grubbing	02110	LS	1		
2.02	Gravity Block Wall Removal/Reinstall	02110	LS	1		
2.03	Gravity Block 36-inch length (new)	02110	EA	1		
2.04	Gravity Block 72-inch length (new)	02110	EA	1		
2.05	Aggregate Base - Tipping Floor	02232	CY	94		
2.06	AC Paving (3" thickness)	02553	SF	5,050		
2.07	AC Rolling Berm	02553	LF	166		
2.08	Bollards	02444	EA	32		
3.0 Drainage and Erosion Control						
3.01	Drop Inlets	02721	EA	3		
3.02	Relocate Plastic Storage Tank	02110	LS	1		
3.03	8" Storm Drain	02609	LF	159		
3.04	12" Storm Drain	02609	LF	25		
3.05	6-inch PVC Storm Drain	02609	LF	112		
3.06	Mulching	02271	SF	2,000		
3.07	Straw Wattles	02271	LF	160		
3.08	Rock-Lined V-Ditch (4 feet wide)	02271	LF	355		

4.0 Metal Building Structure						
4.01	Canopy Foundations	13 3419	LS	1		
4.02	Metal Building	01025, 07, 6213 13 3419	LS	1		
		Total of All Base Bid Items				
Alternate Bid (in lieu of items 2.05 and 2.06 above)						
A-2.06	AC Paving - 2" Overlay	02232	LS	1		

COUNTY OF SISKIYOU - DEPARTMENT OF GENERAL SERVICES PROPOSAL
FOR THE
OBERLIN ROAD TRANSFER STATION CANOPY PROJECT
2420 E. OBERLIN RD, YREKA, CA

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.01, "General," of the special provisions.

LIST OF SUBCONTRACTORS

<u>Name and Address</u>	<u>License Number</u>	<u>Description of Portion of Work Subcontracted</u>
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COUNTY OF SISKIYOU - DEPARTMENT OF GENERAL SERVICES PROPOSAL
FOR THE
OBERLIN ROAD TRANSFER STATION CANOPY PROJECT
2420 E. OBERLIN RD, YREKA, CA

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance 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: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute 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 conformance 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 conformance 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 Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

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

COUNTY OF SISKIYOU - DEPARTMENT OF GENERAL SERVICES PROPOSAL
FOR THE
OBERLIN ROAD TRANSFER STATION CANOPY PROJECT
2420 E. OBERLIN RD, YREKA, CA

Noncollusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

*TO THE
COUNTY OF SISKIYOU
DEPARTMENT OF PUBLIC WORKS.*

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares 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.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

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

COUNTY OF SISKIYOU - DEPARTMENT OF GENERAL SERVICES PROPOSAL
FOR THE
OBERLIN ROAD TRANSFER STATION CANOPY PROJECT
2420 E. OBERLIN RD, YREKA, CA

DIR REGISTRATION CONFIRMATION

**NEW CONTRACT CLAUSE RE MANDATORY REGISTRATION UNDER LABOR CODE SECTION 1725.5;
SB 854 Senate Bill 854 (<http://www.dir.ca.gov/Public-Works/PublicWorks.html>)**

Senate Bill 854 signed into law on June 20, 2014, became effective immediately. It established a new public works contractor registration program which will collect fees to fund compliance monitoring and enforcement, determine prevailing wage and public works coverage, and hear enforcement appeals. Effective January 1, 2015, all bid/contract documents must contain the following language found in Labor Code Section 1771.1(a):

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

All contractors and subcontractors intending to bid or perform work on public works projects will be required to register, and annually renew, online for the program. The annual cost to register for the program is currently \$300.00 and is non-refundable. This is a Department of Industrial Relations (DIR) fee paid to the State of California. The County of Siskiyou will not register a contractor/subcontractor, nor collect funds for registration.

Contractors or subcontractors submitting bids must be registered by March 1, 2015. The requirement to use only registered contractors and subcontractors on public works projects, greater than \$1,000.00 applies to all projects awarded on or after April 1, 2015. No bid can be accepted nor any contract or subcontract entered into nor purchase order issued without proof that the contractor or subcontractor is registered.

If you intend to bid or provide services on County of Siskiyou projects in the future, please ensure you are registered with the DIR prior to March 1, 2015. Effective immediately, the County will be required to fill out a form alerting the DIR of the services you are providing the County. Detailed information is required to complete this form. You may be asked to provide information needed to complete the DIR form. You will be asked to complete this in a timely manner to avoid interruption in the services you are providing.

Are you currently registered with the DIR?

Yes ___ **No** ___ If yes, what is your registration number? _____

(please submit proof of your registration)

Bidder: _____ Federal I.D. No: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

Signature: _____ Date: _____

Name Printed: _____ Title: _____

COUNTY OF SISKIYOU - DEPARTMENT OF GENERAL SERVICES PROPOSAL
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DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

COUNTY OF SISKIYOU - DEPARTMENT OF GENERAL SERVICES PROPOSAL
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2420 E. OBERLIN RD, YREKA, CA

Accompanying this proposal is _____

(NOTICE: INSERT THE WORDS "CASH(\$ _____)," "CASHIER'S CHECK,"
"CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Licensed in conformance with an act providing for the registration of Contractors,

License No. _____ Classification(s) _____

ADDENDA -

This Proposal is submitted with respect to the changes to the contract included in addenda number/s _____

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____



Signature and Title of Bidder

Business Address _____

Place of Business _____

Place of Residence _____

COUNTY OF SISKIYOU - DEPARTMENT OF GENERAL SERVICES PROPOSAL
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2420 E. OBERLIN RD, YREKA, CA

**COUNTY OF SISKIYOU
DEPARTMENT OF PUBLIC WORKS
BIDDER'S BOND**

We, _____
_____ as Principal, and

_____ as Surety are bound unto the County of Siskiyou, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for _____

(Copy here the exact description of work, including location as it appears on the proposal)

for which bids are to be opened at _____ on _____
(Insert place where bids will be opened) (Insert date of bid opening)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____, 20 .

Principal

Surety

By _____
Attorney-in-fact

COUNTY OF SISKIYOU - DEPARTMENT OF GENERAL SERVICES PROPOSAL
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CERTIFICATE OF ACKNOWLEDGEMENT

State of California
County of Siskiyou

On this _____ day of _____ in the year 20____ before me

_____, personally appeared _____,

Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

Notary Public

COUNTY OF SISKIYOU - DEPARTMENT OF GENERAL SERVICES PROPOSAL
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GUARANTEE FORM
FOR
COUNTY OF SISKIYOU

The undersigned, guarantees to the County of Siskiyou that we have constructed the above named project in accordance with the County's Scope of Work and Specifications and that this work will fulfill the requirements of the Contract. We agree to repair or replace, as directed, any or all of the work that may prove to be defective in its workmanship or material, excluding any ordinary wear, tear, abuse or neglect, together with any adjacent work which may be damaged in so doing.

The undersigned agrees to bear all expense, pay all costs and charges to honor this guarantee.

This guarantee will extend for one (1) full year after the date of recording of the Notice of Completion.

This obligation shall survive after acceptance of the work under the contract and termination of the contract.

Contractor's Signature

License No.

Date

COUNTY OF SISKIYOU DEPARTMENT OF PUBLIC WORKS

PAYMENT BOND

Page 1 of 3

(Public Work - Civil Code Sections 9550 et seq.)

WHEREAS, the County of Siskiyou ("County") on _____, 2018 has awarded Construction Contract Number: _____ ("Contract") to the undersigned _____, (hereinafter "Contractor"), for work identified as: _____ which Contract is hereby incorporated into and made a part hereof; and

WHEREAS, said Contractor is required by the Contract and/or by California Civil Code Section 9550 et seq. to furnish a payment bond in connection with the Contract;

NOW THEREFORE, we, the Contractor, as Principal, and _____ ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of _____ Dollars (\$ _____), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal, his, her or its heirs, executors, administrators, successors, or assigns approved by County, or its subcontractors, of any contracting tier, shall fail to pay any person or persons named in California Civil Code, Section 9554, then Surety will pay for the same, in or to an amount not exceeding the penal amount hereinabove set forth, and also will pay to the prevailing party if suit is brought upon this bond, reasonable attorney's fees as provided in California Civil Code, Section 9564. This bond shall insure to the benefit of any person or persons entitled to file a claim under California Civil Code, Section 9100 as to give right of action to such persons or their assigns in any suit brought upon this bond.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder, nor any rescission or attempted rescission of the Contract or this bond, nor any conditions precedent or subsequent in the bond or Contract attempting to limit the right of recovery of any claimant otherwise entitled to recover under the Contract or this bond shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety is not released from liability to those for whose benefit this bond has been given, by reason of any breach of the Contract by County or Principal.

PAYMENT BOND

Page 2 of 3

Surety’s obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing County’s rights against the others.

IN WITNESS THEREOF, we have hereunto set our hands and seal this ____ day of _____, 2018.

(Firm Name – Principal)

Affix Seal if Corporation

(Business Address)

By _____

(Original Signature)

(Title)

(Corporation Name – Surety)

Affix Corporate Seal

(Business Address)

By _____

(Signature – Attached Notary’s Acknowledgment)

ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)

Note: Notary acknowledgment of signatures of Bidder and Surety, and Surety’s Power of Attorney, must be included or attached.

[C.C. Sections 9100, 9554, 9550, 8600]

PAYMENT BOND

Page 3 of 3

CERTIFICATE OF ACKNOWLEDGEMENT

State of
California
County of
Siskiyou

On this _____ day of _____ in the year 20____ before me
_____, personally appeared

_____, personally known to me (or proved to me
Attorney-in-fact

On the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-fact.

(SEAL) Notary Public

COUNTY OF SISKIYOU DEPARTMENT OF PUBLIC WORKS

PERFORMANCE BOND

Page 1 of 3

(Public Work – Public Contract Code Section 20129(b))

WHEREAS, the County of Siskiyou ("County") on _____, 2018 has awarded Construction Contract Number: _____ ("Contract") to the undersigned _____, (hereinafter "Contractor"), for work identified as: _____ ("Work") which Contract is hereby incorporated into and made a part hereof; and

WHEREAS, said Contractor is required by the Contract and/ Public Contract Code Sections 20129(b) to furnish a performance bond for the faithful performance of the Contract;

NOW THEREFORE, we, the Contractor, as Principal, and _____ ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of _____ Dollars (\$ _____), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors or assigns approved by County, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract, including, without limitation, all obligations during the original term and any extensions thereof as may be granted by County, with or without notice to Surety thereof (including, without limitation, the obligation for Principal to pay liquidated damages), all obligations during the period of any warranties and guarantees required under the Contract and all other obligations otherwise arising under the terms of the Contract (such as, but not limited to, obligations of indemnification), all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Whenever Principal shall be, and is declared by County to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by County or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by County as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract (including, without limitation, all obligations with respect to payment of liquidated damages) less the "Balance of the Contract Price" (as hereinafter defined);

PERFORMANCE BOND

Page 2 of 3

subject to the penal amount of this bond as set forth above. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by County under the Contract and any modifications thereto, less the amount previously paid by County to the Principal and less amounts that County is authorized to withhold under the terms of the Contract.

If County determines that completion of the Contract by Surety or its agents or independent contractors must be performed by a lowest responsible bidder selected pursuant to a competitive bidding process, then Surety shall comply with such processes in accordance with the requirements of County and applicable laws. Unless otherwise approved by County, in the exercise of its sole and absolute discretion, Surety shall not utilize Principal in completing performance of the Work.

No right of action shall accrue on this bond to or for the use of any person or entity other than County or its successors or assigns.

In the event any legal proceeding or arbitration is brought upon this bond by County and judgment or award is entered in favor of County as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the County.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing County's rights against the others.

IN WITNESS THEREOF, we have hereunto set our hands and seal this ____ day of _____, 2018.

Affix Seal if Corporation

(Firm Name – Principal)

(Business Address)

PERFORMANCE BOND

Page 3 of 3

By _____

(Original Signature)

(Title)

(Corporation Name – Surety)

Affix Corporate Seal

(Business Address)

By _____

(Signature – Attached Notary’s Acknowledgment)

ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)

Note: Notary acknowledgment of signatures of Bidder and Surety, and Surety’s Power of Attorney, must be included or attached.

[P.C.C. Section 20129(b)]

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, County of Siskiyou

On this _____ day of _____ in the year 20____ before me
_____, a notary public in and for the City / County of
_____, personally appeared
_____, known to me to be the person
whose name is subscribed to this
Attorney-in-fact

instrument and known to me to be the attorney-in-fact of _____ and acknowledged to me that he/she
subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-
fact.

(SEAL) Notary Public

COUNTY OF SISKIYOU - DEPARTMENT OF GENERAL SERVICES PROPOSAL
FOR THE
OBERLIN ROAD TRANSFER STATION CANOPY PROJECT
2420 E. OBERLIN RD, YREKA, CA

COUNTY OF SISKIYOU _____

**DATA UNIVERSAL NUMBERING SYSTEM (D-U-N-S)
NUMBER**

Submit this form with the Executed Contract. If you fail to submit your D-U-N-S Number, the Department will not approve the contract

CONTRACT NUMBER:

CONTRACTOR NAME:

BUSINESS ADDRESS (D-U-N-S Number Location):

STREET: _____

CITY: _____

STATE: _____

ZIP CODE: _____

D-U-N-S Number: _____

Contact Name: _____

Telephone No: _____

CONTRACT

(Yreka Landfill -Temporary Transfer Station Project)

(Public Works Agreement Formally Bid as Authorized by Public Contract Code Section 22037 and Siskiyou
County Code Section 2-8.14C)

(Siskiyou County Standard Form Contract No. 18-___)

1. **SPECIAL TERMS.** These special terms are incorporated below by reference and shall be furnished by the below stated Contractor in conformance with the "Greenbook" 2015 Edition.

(See Secs. 26,2) Parties: **SISKIYOU COUNTY**
 Department of General Services
 190 Greenhorn Rd
 Yreka, CA 96097

and

Contractor:
(Full address, phone number)

(See Sec. 26) Effective Date: (See Section 3 for starting date.)

(See Sec. 2) The Scope of Work: The general scope of this project includes but is not limited to the construction of a new metal building "canopy" with approximate dimensions of 124' in length by 96' in width by 30' in eave height (11,904 square feet total) to serve as a temporary transfer station. The project includes all associated site work, earthwork, concrete foundations, asphalt repair, bollards, storm drainage systems and erosion control, and all general requirements.

(See Sec. 3) Completion Time: Within 140 calendar days from the notice to proceed date (TBD), as established in the Section 3 and 5, Notice to Proceed or Specifications

(See Sec. 4) Liquidated Damages: \$ 1,000.00 per calendar day.

(See Sec. 26) Public Agency's Agent: Ulysses McKeown, Deputy Director of General Services

(See Sec. 6) Contract Price: \$ _____

(See Sec. 7) Federal Taxpayers I.D. or Social Security No.: _____

2. **WORK CONTRACT, CHANGES.** (a) By their signatures in Section 27, effective on the date set forth in Section 27, these parties promise and agree as set forth in this contract, incorporating by these references the material ("special terms") in Section 1.

(b) Contractor shall, at his own cost and expense, and in a workmanlike manner, fully and faithfully perform and complete the work; and will furnish all materials, labor, services and transportation necessary, convenient and proper in order fairly to perform the requirements of this contract, all strictly in accordance with the Public Agency's plans, drawings and specifications and in conformance with the "Greenbook" 2015 Edition.

(c) The work can be changed only with Public Agency's prior written order specifying such change and its cost agreed to by the parties; and the Public Agency shall never have to pay more than specified in Section 7 without such an order.

3. **TIME: NOTICE TO PROCEED.** Contractor shall start this work as directed in the specifications or the Notice to Proceed; and shall complete it as specified in Section 1.

4. **LIQUIDATED DAMAGES.** If the Contractor fails to complete this contract and this work within the time fixed therefor, allowance being made for contingencies as provided herein, he becomes liable to the Public Agency for all its loss and damage therefrom; and because, from the nature of the case, it is and will be impracticable and extremely difficult to ascertain and fix the Public Agency's actual damage from any delay in performance hereof, it is agreed that Contractor will pay as liquidated damages to the Public Agency the reasonable sum specified in Section 1, the result of the parties' reasonable endeavor to estimate fair average compensation therefor, for each calendar day's delay in finishing said work; and if the same be not paid, Public Agency may, in addition to its other remedies, deduct the same from any money due or to become due Contractor under this contract. If the Public Agency for any cause authorizes or contributes to a delay, suspension of work or extension of time, its duration shall be added to the time allowed for completion, but it shall not be deemed a waiver nor be used to defeat any right of the Agency to damages for non-completion or delay hereunder. Pursuant to Government Code Section 4215, the Contractor shall not be assessed liquidated damages for delay in completion of the work, when such delay was caused by the failure of the Public Agency or the owner of a utility to provide for removal or relocation of existing utility facilities.

5. **INTEGRATED DOCUMENTS.** The plans, drawings and specifications or special provisions of the Public Agency's Notice Inviting Bids, Instructions to Bidders, Proposal, Information Required of Bidder, Certifications and Affidavits, required bonds, all issued addenda to such, Contractor's accepted bid for this work, and Notice to Proceed are hereby incorporated into this contract; and they are intended to cooperate, so that anything exhibited in the plans or drawings and not mentioned in the specifications or special provisions, or vice versa, is to be executed as if exhibited, mentioned and set forth in both, to the true intent and meaning thereof when taken all together; and differences of opinion concerning these shall be finally determined by Public Agency's Agent specified in Section 1.

6. **PAYMENT.** (a) For his strict and literal fulfillment of these promises and conditions, and as full compensation for all this work, the Public Agency shall pay the Contractor the sum specified in Section 1, except that in unit price contracts the payment shall be for finished quantities at unit bid prices.

(b) On or about the fifteenth of each calendar month, the Contractor shall be paid for all work satisfactorily completed through the last day of the preceding calendar month, as determined by Public Agency or its Agent, minus 5% thereof pursuant to Public Contract Code Section 9203, but not until defective work and materials have been removed, replaced, and made good.

7. **PAYMENTS WITHHELD.** (a) The Public Agency or its Agent may withhold any payment, or because of later discovered evidence nullify all or any certificate for payment, to such extent and period of time only as may be necessary to protect the Public Agency from loss because of:

- (1) Defective work not remedied, or uncompleted work, or
- (2) Claims filed or reasonable evidence indicating probable filing, or
- (3) Failure to properly pay subcontractors or for material or labor, or
- (4) Reasonable doubt that the work can be completed for the balance then unpaid, or
- (5) Damage to another contractor, or
- (6) Damage to the Public Agency, other than damage due to delays.

(b) The Public Agency shall use reasonable diligence to discover and report to the Contractor, as the work progresses, the materials and labor which are not satisfactory to it, so as to avoid unnecessary trouble or cost to the Contractor in making good any defective work or parts.

(c) 35 calendar days after the Public Agency files its notice of completion of the entire work, it shall issue a certificate to the Contractor and pay the balance of the contract price after deducting all amounts withheld under this contract, provided the Contractor shows that all claims for labor and materials have been paid, no claims have been presented to the Public Agency based on acts or omissions of the Contractor, and no liens or withhold notices have been filed against the work or site, and provided there are not reasonable indications of defective or missing work or of late-recorded notices of liens or claims against Contractor.

8. **INSURANCE**. (Labor Code Sections 1860-61) On signing this contract, Contractor must give Public Agency (1) a certificate of consent to self-insure issued by the Director of Industrial Relations, or (2) a certificate of Workers' Compensation insurance issued by an admitted insurer, or (3) an exact copy or duplicate thereof certified by the Director or the insurer. Contractor is aware of and complies with Labor Code Section 3700 and the Workers' Compensation Law.

9. **BONDS**. On signing this contract Contractor shall deliver to Public Agency for approval good and sufficient Payment and Performance Bonds with sureties, in amount(s) specified in the specifications or special provisions, guaranteeing Contractor's faithful performance of this contract and Contractor's payment for all labor and materials hereunder.

10. **FAILURE TO PERFORM**. If the Contractor at any time refuses or neglects, without fault of the Public Agency or its agent(s), to supply sufficient materials or workers to complete this agreement and work as provided herein, for a period of 10 days or more after written notice thereof by the Public Agency, the Public Agency may furnish same and deduct the reasonable expenses thereof from the contract price.

11. **LAWS APPLY**. Both parties recognize the applicability of various federal, state, and local laws and regulations, especially the Civil Rights Act of 1964, Executive Order 11246, Employment Practices Act, Fair Employment Practices Act, and Chapter 1 of Part 7 of Division 2 of the Labor Code (beginning with Section 1720, and including Sections 1725.5, 1735, 1777.5, and 1777.6 forbidding discrimination). The parties specifically stipulate that the relevant penalties and forfeitures provided in the Labor Code, especially in Sections 1775 and 1813 concerning prevailing wages and hours, as well as Section 1776 concerning certified payroll records, shall apply to this agreement.

12. **BREACH OF CONTRACT**. In the event of a Breach of any of the provisions of the Contract and the institution of any action at law respecting the same, the Parties agree that the non-prevailing party shall pay the prevailing party reasonable attorney's fees and costs as may be determined by the court.

13. **SUBCONTRACTORS**. Public Contract Code Sections 4100-4114 (The Subletting and Subcontracting Fair Practices Act) and Labor Code Section 1725.5 (requirement for licensed contractors and subcontractors to register with the Department of Industrial relations) are incorporated herein.

14. **WAGE RATES**. (a) Pursuant to Labor Code Section 1773, the Director of the Department of Industrial Relations has ascertained the general prevailing rates of wages per diem, and for holiday and overtime work, in the locality in which this work is to be performed, for each craft, classification, or type of worker needed to execute this contract, and said rates are as specified in the call for bids for this work or are on file with the Public Agency, and are hereby incorporated herein.

(b) This schedule of wages is based on a working day of 8 hours unless otherwise specified; and the daily rate is the hourly rate multiplied by the number of hours constituting the working day. When less than that number of hours are worked, the daily wage rate is proportionately reduced, but the hourly rate remains as stated.

(c) The Contractor, and all his subcontractors, must pay at least these rates to all persons on this work, including all travel, subsistence, and fringe benefit payments provided for by applicable collective bargaining agreements. All skilled labor not listed above must be paid at least the wage scale established by collective bargaining agreement for such labor in the locality where such work is being performed. If it becomes necessary for the Contractor or any subcontractor to employ any person in a craft, classification or type of work (except executive, supervisory, administrative, clerical or other non-manual workers as such) for which no minimum wage rate is specified, the Contractor shall immediately notify the Public Agency which shall promptly determine the prevailing wage rate therefor and furnish the Contractor with the minimum rate based thereon, which shall apply from the time of the initial employment of the person affected and during the continuance of such employment.

15. **HOURS OF LABOR.** Eight hours of labor in one calendar day constitutes a legal day's work, and no worker employed at any time on this work by the Contractor or by any subcontractor shall be required or permitted to work longer thereon except as provided in Labor Code Sections 1810-1815.

16. **APPRENTICES.** Properly indentured apprentices may be employed on this work in accordance with Labor Code Sections 1777.5 and 1777.6, forbidding discrimination.

17. **PREFERENCE FOR MATERIALS.** The Public Agency desires to promote the industries and economy of Siskiyou County and the Contractor therefore promises to use the products, workers, laborers and mechanics of this County in every case where the price, fitness and quality are equal.

18. **ASSIGNMENT.** The agreement binds the heirs, successors, assigns, and representatives of the Contractor; but he cannot assign it in whole or in part, nor any monies due or to become due under it, without the prior written consent of the Public Agency and the Contractor's surety or sureties, unless they have waived notice of assignment.

19. **NO WAIVER BY PUBLIC AGENCY.** Inspection of the work and/or materials, or approval of work and/or materials inspected, or statement by any officer, agent or employee of the Public Agency indicating the work or any part thereof complies with the requirements of this contract, or acceptance of the whole or any part of said work and/or materials, or payments therefor, or any combination of these acts, shall not relieve the Contractor of his obligation to fulfill this contract as prescribed; nor shall the Public Agency be thereby estopped from bringing any action for damages or enforcement arising from the failure to comply with any of the terms and conditions hereof.

20. **HOLD HARMLESS & INDEMNIFICATION.** (a) Contractor promises to and shall defend, indemnify, save, and hold harmless the indemnitees from the liabilities as defined in this section.

(b) The indemnitees benefitted and protected by this promise are the Public Agency and its elective and appointive boards, commissions, officers, agents, and employees, together with any additional persons and entities, if any, listed in the Supplementary General Conditions.

(c) The liabilities protected against are any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses, or liabilities arising out of or in connection with the actions defined below for personal injury, sickness, disease, emotional injury, death, property damage (including loss of use), trespass, nuisance, inverse condemnation, patent infringement, or any combination of these, regardless of whether or not such liability, claim, or damage was foreseeable at any time before the Public Agency approved the improvement plans or accepted the improvements as completed, and including the defense of any suit(s) or action(s) at law or equity concerning these.

(d) The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this contract and attributable to the Contractor, subcontractor(s), supplier(s), trucker(s), anyone for whose acts the Contractor may be liable, or any officer(s), agent(s) or employee(s) of one or more of them.

(e) The promise and agreement in this section is not conditioned or dependent on whether or not any indemnitee has prepared, supplied, or approved any plan(s), drawing(s), specification(s), or special provision(s) in connection with this work or has insurance or other indemnification covering any of these matters.

(f) Except as prohibited by Civil Code Section 2782, the Contractor's obligations under this section shall exist regardless of the existence or degree of fault of the Public Agency or any indemnitee.

(g) The Contractor's obligations under this section shall extend to claims arising after the work is completed and accepted if the claims are related to alleged acts or omissions that occurred during the course of the work. Public Agency's inspection is not a waiver of full compliance with these requirements.

(h) The Contractor and the Contractor's insurance carrier(s) shall respond within 15 days to the tender of any claim for defense and indemnity by the Public Agency, unless this time has been extended by the Public Agency.

(i) With respect to third-party claims against the Contractor, the Contractor waives all rights of any kind to express or implied indemnity against the indemnitees.

(j) Nothing in this section is intended to establish a standard of care owed to any third party or to extend to any third party the status of a third-party beneficiary.

21. **EXCAVATION**. Contractor shall comply with the provisions of Labor Code Section 6705, if applicable, by submitting to Public Agency a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during trench excavation.

22. **RECORD RETENTION AND AUDITING**. Except for materials and records delivered to Public Agency, Contractor shall maintain and retain, for a period of at least five years after Contractor's receipt of the final payment under this contract, all records relating to this contract or to the work, including without limitation estimates, bids, shop drawings, submittals, subcontracts, personnel and payroll records, job reports and diaries, receipts, invoices, cancelled checks and financial records. Upon request by Public Agency, at no additional charge, Contractor shall promptly make such records available to Public Agency, or to authorized representatives of the state and federal governments, at a convenient location within Siskiyou County designated by Public Agency, and without restriction or limitation on their use.

23. **VENUE.** Any litigation involving this contract or relating to the work shall be brought in Siskiyou County, and Contractor hereby waives the removal provisions of Code of Civil Procedure Section 394.

24. **ENDORSEMENTS.** Contractor shall not in its capacity as a contractor with Siskiyou County publicly endorse or oppose the use of any particular brand name or commercial product without the prior approval of the Board of Supervisors. In its County contractor capacity, Contractor shall not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely-accepted scientific basis for such claims or without the prior approval of the Board of Supervisors. In its County contractor capacity, Contractor shall not participate or appear in any commercially-produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Siskiyou County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

25. **USE OF PRIVATE PROPERTY.** Contractor shall not use private property for any purpose in connection with the work absent a prior, written agreement with the affected property owner(s).

26. **SIGNATURES & ACKNOWLEDGEMENT.**

Public Agency, By: _____ Date: _____
Scott Waite, Siskiyou County Director of Public Works

Approved to Form, By: _____ Date: _____
Natalie E. Reed, Interim County Counsel

Risk Management, By: _____ Date: _____
Ann Merkle, Risk Management

Board of Supervisors, By: _____ Date: _____
Ray A. Haupt, Chair for the Siskiyou County Board of Supervisors

Contractor, hereby also certifying awareness of and compliance with Labor Code Sections 1725.5, 1861 and 3700 concerning Workers' Compensation Law,

By: _____
(Designate official capacity in the business)

Date: _____

(CORPORATE
SEAL)

By: _____
(Designate official capacity in the business)

Date: _____

License No.: _____
(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

APPROVED AS TO ACCOUNTING FORM:
FUND ORGANIZATION ACCOUNT

Jennie Ebejer, Auditor-Controller
Date:

ATTEST:
Colleen Setzer
Clerk, Board of Supervisors

By: _____
Deputy

Directions to project location for site visit

