

**COUNTY OF YUBA  
INVITATION TO BID**

**Yuba County Health and Human Services  
*Parking Lot Improvements***



**PROPOSAL DUE DATE:**

***Thursday, September 20, 2012  
By 3:00pm P.S.T***

## NOTICE TO BIDDERS

**PROJECT: PARKING LOT IMPROVEMENTS AT HEALTH AND HUMAN SERVICES,  
5730 PACKARD AVE. LINDA CA**

Bids shall be received at the:

**Yuba County Government Center  
Office of the County Clerk  
915 8<sup>th</sup> Street, Suite 119  
Marysville, California 95901**

Revised Bids are due: September 20, 2012 no later than 3:00pm PST

Bids will be publicly opened by Administrative Services in the Wheatland Conference Room at 3:10pm PST and read aloud. The Qualifications and Proposal forms, etc. should be submitted in a sealed envelope separate from the Price Proposal and separate from the Bid Bond. There should be 3 sealed envelopes and each shall be clearly marked with the project name.

**General Work Description:** The work to be performed under this Contract entails minor site demolition/modifications, new accessible parking stalls, and new concrete accessible walkways per ADA standards and an alternate for procuring and installing 5 ea., new, prefabricated traffic calming measures (speed humps) along the rear of the building,. The project site is located at Yuba County's Health and Human Services parking lot, 5730 Packard Avenue, Linda CA, 95901. **Bus traffic from Yuba Sutter Transit will need to be coordinated with by the Contractor and Project Manager.**

Plans, specifications, and proposal forms for bidding this project can be obtained free of charge, online at <http://www.co.yuba.ca.us/departments/admin%20services/purchasing%20solicitaions.aspx>.

**Bid Walk:** A non-mandatory pre-bid walk will be scheduled for this project on September 6, 2012 at 10 am at 5730 Packard Avenue, Linda CA, 95901. This bid walk is not required to submit a proposal. All questions will be compiled in to an addendum that will be posted to the above website.

**Bid Bond:** Each bid shall be accompanied by a certified cashier's check, or bid bond, in the amount of 10 percent of the total bid price, payable to Yuba County Department of Administrative Services, as a guarantee that the bidder, if its bid is accepted, will promptly execute the Agreement. The bidder shall guarantee the total bid price for a period of 60 days from the date of the bid opening.

**License Requirements:** In accordance with the provisions of California Public Contract Code Section 3300, the County has determined that the contractor shall possess a valid California contractor's license in good standing and in the classification of an 'A' or 'B' General Engineering Contractor or C-8 Concrete Contractor at the time that the Contract is awarded. Failure to possess the specified license shall render the bid as non-responsive and shall act as a bar to award of the Contract to any bidder not possessing said license(s) at the time of award.

**Inquiries/Questions:** Inquiries or questions must be communicated as a bidder inquiry prior to 5 pm on September 14, 2012. Inquiries may be submitted in writing to the Department of Administrative Services Purchasing Division, 915 8<sup>th</sup> Street, Suite 119, Marysville, CA 95901 or emailed to [aarmstrong@co.yuba.ca.us](mailto:aarmstrong@co.yuba.ca.us).

**Insurance/Bid Bond/Performance Bond:** As a condition of award, the successful bidder will be required to provide a payment bond, a performance bond, and insurance certificates prior to the execution of the agreement by the County.

**Prevailing Wage:** Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>. The contractor and any of its subcontractors shall pay not less than said specified wage rates to all workers employed by them in the execution of the Work. The attached Prevailing Wage Acknowledgement (Exhibit A) must be completed and included in the bid.

**Personnel/Subcontractors:** Each bid shall include a list of all personnel that will be directly providing the services, including their experience, licenses and certificates. The attached List of Subcontractors (Exhibit B) must be completed and included in the bid.

**References:** Each bid shall contain a minimum of three (3) references (name, title, address and phone number) of whom the County may contact to verify services rendered or currently being provided. Public Agency referrals are preferable. The attached Contractor's References (Exhibit C) must be completed and included in the bid.

**Bid Schedule:** The Bid Fee Schedule (Exhibit D) must be completed and included in the bid

**Bidder's Statement:** The attached Bidder's Statement Form (Exhibit E) must be completed and included in the bid.

**General Provisions:**

The County reserves the right after opening the bids to reject any or all bids, to waive any informality in a bid or bid submittal, and to award to the lowest responsive, responsible bidder, as it may best serve the interests of the County.

Bids are required for the entire work described herein.

**Standard Provisions**

- (a) Contractor shall designate one person or representative of the Contractor who is authorized to act on its behalf with respect to this specified work.
- (b) All work schedules of the Contractor shall conform to all applicable County ordinances and be designed in a manner to provide the desired level of service. All work schedules shall be approved in advance by the Project Manager who may modify them at any time. No additional costs shall be incurred by the County for any work schedule modifications which do not increase frequencies.
- (c) The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications. The work crew shall include at least one individual who speaks the English language proficiently.
- (d) All contract employees are to adhere to basic public works standards for working attire including: proper shoes and other equipment required by State Safety Regulations.
- (e) The Contractor must demonstrate they have the technical expertise, experience, facilities, capabilities, and financial resources necessary to perform the work in a satisfactory manner.
- (f) Prior to final award a credit check and financial evaluation of the business will be conducted.
- (g) All work performed shall be in compliance with appropriate OSHA standards, as well as all Federal, State, County, and local ordinances and regulations. Contractor must obtain all licenses and permits required and Contractor shall bear the cost for meeting this standard for all employees.

- (h) All work performed and completed under resulting agreement is subject to the acceptance of the County or its authorized representative.
- (i) Contractor should be able to provide proof that they have had a continuous C-8, A or, B General Contracting license for a minimum of five years, without delinquencies.
- (j) Contractor should be able to provide proof of continuous General Liability, Auto and Workers Compensation Insurance coverage for the last five years.
- (k) Contactors shall furnish to the County, *upon award of contract*, certificate of insurance naming the County as an additional insured and issue an additional insured endorsement in amounts requested by County and maintain such insurance during term of contract.
- (l) No responsibility will attach to a County employee for the premature opening of a proposal not properly addressed and identified. Proposals will be publicly opened and read.
- (m) Contractor is responsible for any costs incurred or associated with the creation and submission of their proposal.

By submitting a bid, the Contractor acknowledges that he/she has investigated and satisfied himself/herself as to a), the conditions affecting the work, including but not limited to physical conditions of the site which may bear upon site access, handling and storage of tools and materials, access to water, electric, or other utilities or otherwise; and b), the character and quantity of all surface and subsurface materials or obstacles to be encountered in so far as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the County or a designated consultant, as well as information presented in drawings and specifications included with this contract. Any failure by the Contractor to acquaint himself with available information will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The County is not responsible for any conclusions or interpretations made by the Contractor on the basis of the information made available by the County.

**BID CHECKLIST**

**THIS FORM MUST BE COMPLETED AND INCLUDED IN THE BID.**

**BIDS THAT DO NOT CONTAIN THE DOCUMENTS LISTED BELOW WILL BE CONSIDERED  
NON-RESPONSIVE**

- Bid Checklist
- Statement of Qualifications
- Bid Bond or Certified Cashier's Check
- Evidence of required licenses and certificates
- Evidence of insurance
- Signed Prevailing Wage Acknowledgement (Exhibit A)
- Signed List of Sub-Contractors (Exhibit B)
- Signed List of References (Exhibit C)
- Signed Bid Schedule (Exhibit D)
- Signed Bidders Statement and Addenda Acknowledgement (Exhibit E)

**EXHIBIT A – PREVAILING WAGE ACKNOWLEDGEMENT**

I hereby assert that the proposal my firm submitted for the above-referenced services was prepared with the knowledge that the work is subject to the provisions of the California Labor Code. Should we be awarded the contract for this work, not less than the general prevailing rate of per diem wages for each craft or type of worker and mechanic needed to execute the contract in the County of Yuba, and not less than the general prevailing rate of per diem wages for holiday and overtime work as determined by the Director of Industrial Relations of the State of California, shall be paid to all workers employed.

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

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

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

Firm: \_\_\_\_\_

State Contractor's License No. and Class: \_\_\_\_\_

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

**THIS FORM TO BE COMPLETED BY THE CONTRACTOR AND INCLUDED IN THE BID.**

**EXHIBIT B – LIST OF SUBCONTRACTORS**

**Mark one of the boxes below:**

BIDDER does not propose to subcontract the work.

BIDDER proposes to subcontract certain portions of the work to the individuals / firms listed below:

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS:	
	LICENSE #:
PHONE:	

Name of Individual / Firm Submitting Bid: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

**THIS FORM MUST BE COMPLETED BY THE CONTRACTOR AND INCLUDED IN THE BID.**

**EXHIBIT C – LIST OF REFERENCES**

The following are the names, addresses, and telephone numbers of three (3) references for which BIDDER has performed similar work within the past three years. Public Agencies are preferred.

1. \_\_\_\_\_  
Name and Address of Owner

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Brief Description of Project

_____	_____	_____
Contract Amount	Type of Work	Date Completed

2. \_\_\_\_\_  
Name and Address of Owner

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Brief Description of Project

_____	_____	_____
Contract Amount	Type of Work	Date Completed

3. \_\_\_\_\_  
Name and Address of Owner

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



---

---

Brief Description of Project

---

Contract Amount

---

Type of Work

---

Date Completed

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDERS intends to procure insurance and bonds.

---

---

---

---

---

---

---

---

**THIS FORM TO BE COMPLETED BY CONTRACTOR AND INCLUDED IN THE BID.**

**EXHIBIT D – BID SCHEDULE**

**BID SCHEDULE**

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	PRICE
1	Demolition	LUMP SUM	
2	Concrete Work	LUMP SUM	
3	Asphalt Work	LUMP SUM	
4	Striping and Signage	LUMP SUM	
5	Landscaping-Final Grading	LUMP SUM	
6	Prefabricated Speed Humps	LUMP SUM	

**CONTRACTOR AUTHORIZED PERSON MUST SIGN AND DATE THE BID SCHEDULE AND INCLUDE IT IN THEIR BID.**

\_\_\_\_\_  
Contractors Name (Print)

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

**EXHIBIT E - BIDDERS STATEMENT**

By signing below, I certify that I have read, understand and agree to all requirements of this invitation for bid, all addenda issued and the contractual requirements as statement within the project documents. I have thoroughly examined the property, Notice to Bidders, project specifications and addenda and I propose to complete the work for:

TOTAL BID AMOUNT:   \$ \_\_\_\_\_

By submitting a bid, the bidder acknowledges that he/she has investigated and satisfied himself/herself as to a) the conditions affecting the work, including but not limited to physical conditions of the site which may bear upon site access, handling and storage of tools and materials, access to water, electric, or other utilities or otherwise; and b) the character and quantity of all surface and subsurface materials or obstacles to be encountered in so far as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the County or a designated consultant, as well as information presented in drawings and specifications included with this contract. Any failure by the bidder to acquaint himself with available information will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The County is not responsible for any conclusions or interpretations made by the bidder on the basis of the information made available by the County.

\_\_\_\_\_  
COMPLETE LEGAL NAME OF COMPANY

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

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
PRINTED NAME OF AUTHORIZED AGENT (TITLE)

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
FEDERAL IDENTIFICATION NUMBER

\_\_\_\_\_  
DUNS NUMBER

\_\_\_\_\_  
CONTRACTORS LICENSE NUMBER AND CLASSIFICATION

**THIS FORM TO BE COMPLETED BY CONTRACTOR AND INCLUDED IN THE BID.**

## PARKING LOT TECHNICAL SPECIFICATIONS

**Standard Specifications.** The work embraced herein shall be done in accordance with the provisions of the STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2009 Edition, written by Public Works Standards, Inc., insofar as the same may apply, which specifications are hereinafter referred to as the Standard Specifications, and as modified herein.

### A. LOCATION MAP

A Location Map depicting the property is included on the cover sheet (CS) of the Project Drawings.

### B. GENERAL NATURE OF THE WORK

The work to be performed under this Contract entails minor site demolition of existing curbs, concrete and landscaping at the Health and Human Services Parking Lot located at 5730 Packard Avenue, Linda CA. Work includes protection of existing facilities to remain, new accessible parking stalls, and new accessible walkways per ADA standards. Work will include sawcutting, grading, compaction & testing, concrete work, minor asphalt work, striping and signage and an alternate for the procurement and installation of 5 new prefabricated traffic speed humps along the rear of the building. Area drains will need to be protected during construction utilizing Best Management Practices (BMPs). *Work hours are 7am to 5pm daily. Bus traffic from Yuba Sutter Transit will need to be coordinated with by the Contractor and the Project Manager for work involved in the crosswalk.*

#### B.1 General Information

B.1.1 The Contractor shall inspect the job site and determine the work required to demolish and remove the specified items. The Contractor shall include in his/her Proposal any work not specifically mentioned, but logically requiring demolition and removal to completely clear the site.

#### B.2 Material Disposition

B.2.1 All materials resulting from their demolition or removal shall become the property of the Contractor and shall be removed from the premises and legally disposed of.

#### B.3 Site Maintenance

The Contractor shall provide dust control and site cleanup measures in accordance with Section 7-8.1 of the Standard Specifications.

B.4 Compaction Testing will be required for subgrade, base and landscaping backfill to the relative compaction required by the plans and specifications. Testing to be performed by a certified geotechnical firm and included in the Contractor's Lump Sum bid.

### C. ORDER OF WORK

The following schedule will be the order of work:

1. Site Demo of Landscaping, Concrete and Asphalt, etc., as specified on the plans.
2. Concrete Work
3. Asphalt Work
4. Final Grading/Landscaping
5. Striping and Signage

D. ITEMS OF WORK

**ITEM 1: DEMOLITION**

This item shall be accomplished in accordance with the provisions set forth in Section 7-10, "Public Convenience and Safety", of the Standard Specifications, except as modified and supplemented below:

- 1a. Signs and Barricades: The Contractor shall provide sufficient signage and barricades to protect the public, both motoring and pedestrian, and construction personnel. All barricading and construction signing shall be in conformance with Section 7-10.3, of the Standard Specification. Sole determination as to the adequacy of construction signing and barricading shall be made by the Inspector or his/her designated representative. Supplemental signing and barricading required in the opinion of the Inspector to protect the public shall be immediately erected by the Contractor at no additional cost.
- 1b. Existing Utilities: Protect active utility lines that are to remain. Repair or replace any such utilities damaged by this work at no additional cost to the Owner.
- 1c. Demolition: Saw cut, break up and remove concrete slabs and paving as required to accommodate new work.
- 1d. Protection: Protect all drainage outlets from runoff contaminants during demolition and construction. Protect existing swale from runoff contamination or other construction related pollutants. Completely protect existing building and off site buildings and property at all times from dust, dirt, moisture and demolition operations resulting from this work.
- 1e. Traffic: Perform demolition and clean up to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities
- 1f. Existing Areas: Do not begin any demolition work until existing areas to remain have been properly prepared and supported.
- 1g. Safe Passage: Ensure safe passage of persons around area of demolition. Conduct operations to prevent injury to adjacent buildings, structures, other facilities, and persons. Erect temporary covered passageways as required.
- 1h. Striping; Remove existing parking lot striping as shown on the plans.

Payment for this item shall be a Lump Sum bid price and considered as full compensation for complying with all requirements as specified herein and no additional compensation will be allowed.

**ITEM 2: CONCRETE WORK**

The provisions of the Standard Specifications shall apply except as modified and supplemented below.

- 2a. Unless otherwise noted, contractor to provide expansion, control, and construction joint layout for approval.
- 2b. Remove existing concrete curbing as shown.
- 2c. Place 3500 psi, 6" concrete cross walk with #4 rebar @ 24" on center each way over 6" compacted aggregate base compacted to 95% relative compaction. **Concrete will need to be**

***placed on a Friday afternoon with an accelerant admixture to allow enough time to cure before opening it up to bus traffic on Monday. There is bus traffic from Yuba Sutter Transit that will need to be coordinated with by the Contractor and Project Manager.***

- 2d. Place 3500 psi, 4" concrete sidewalk with #4 bars at 24" on center each way over 4" aggregate base compacted to 95% relative compaction. Scarify subgrade to 6" and recompact to 95% relative compaction. Contractor to provide compaction testing.
- 2e. Place grouted Rip Rap 4' long, minimum 2' wide, centered on curb opening as depicted on the drawings.
- 2f. Provide for positive drainage when repairing and/or replacing concrete.
- 2g. Install new pre-fabricated concrete wheel stops to match existing.
- 2h. Install new truncated domes as depicted on the plans.
- 2i. New Concrete sidewalk cross slope not to exceed 2%. Slope in the direction of travel shall not exceed 5%.

Payment for this item shall be a Lump Sum bid price and considered as full compensation for complying with all requirements as specified herein and no additional compensation will be allowed.

### **ITEM 3: ASPHALT WORK**

The provisions of the Standard Specifications shall apply except as modified and supplemented below.

- 3a. All adjacent property and improvements shall be fully protected from damage due to the work of this contract. The Contractor is responsible for making all repairs for damage to adjacent improvements at no additional cost to the County.
- 3b. Provide for positive drainage when repairing and/or replacing, or providing new paving.
- 3c. Repair existing asphalt as shown on the plans.
- 3d. Place 3" of AC over 10.5" of aggregate base in drive aisles and 3" AC over 6" aggregate base in parking stalls.
- 3e. Provide a smooth flush transition from AC paving to concrete walkway to avoid tripping. ½" maximum.
- 3f. Sawcut and remove existing asphalt paving and aggregate base to provide for new construction.

Payment for this item shall be a Lump Sum bid price and considered as full compensation for complying with all requirements as specified herein and no additional compensation will be allowed.

#### **ITEM 4: LANDSCAPING-GRADING**

The provisions of the Standard Specifications shall apply except as modified and supplemented below.

- 4a. Existing trees along accessible path-of-travel shall be pruned/trimmed to maintain +80" clear above finish floor, typ. if required.
- 4b. Protect existing landscaping area during construction as required.
- 4c. Modify existing swale as required to accommodate new pedestrian concrete sidewalk.
- 4d. Remove existing landscaping-trees, shrubs, and lawn (as required). Modify existing below/at grade irrigation systems to accommodate new work.
- 4e. Provide all trenching, pipes, drainage, and other utilities as required for new landscaping or modified landscaping.
- 4f. Grade landscaping as required to match new concrete hardscape/walkway for at grade condition.
- 4g. Remove and dispose of existing tree & roots. Backfill void in 6" lifts, compacting each lift to 90% relative compaction.
- 4h. Relocate irrigation valves outside of improvements.
- 4i. Dust shall be controlled during demolition and clean up by periodic watering per County of Yuba and FRAQMD Standards.
- 4j. Any Contractors performing work on this project shall familiarize themselves with the site and shall be solely responsible for any damage to existing facilities resulting directly or indirectly from his operations.
- 4k. Utility line locations were taken from records and were not located in the field. All slopes, swales and berms are to be finished as a part of rough grade.
- 4l. Site grading shall meet existing adjacent sidewalk or curb grades. No grade drop off shall be allowed adjacent to sidewalks or curb.
- 4m. No fill shall be placed until preparation of the original ground is approved by the Project Manager and required compaction testing has been completed.
- 4n. Payment for this item shall be a Lump Sum bid price and considered as full compensation for complying with all requirements as specified herein and no additional compensation will be allowed.

#### **ITEM 5: STRIPING AND SIGNAGE**

The provisions of the Standard Specifications shall apply except as modified and supplemented below.

- 5a. New and existing parking stalls and lettering to be striped and painted per new site layout as shown on plans after AC repairs have been made.

- 5b. Provide ADA directional signage denoting path of travel from public right of way/bus stop to main entry.
- 5c. Provide painted striping 36" wide maximum at all locations where accessible path of travel crosses traffic aisles.
- 5d. For new crosswalk, provide 4" painted striping. Provide painted hatched lines at a maximum of 36" on center painted in contrasting 'white' color. Reflective paint per local jurisdiction.
- 5e. Provide new 4" painted parking stall striping. The loading and unloading access aisle shall be marked by a border painted blue. Within the blue border, provide painted hatched lines at a maximum of 36" on center painted in contrasting color (preferably blue or white). 'NO PARKING' lettering to be 12" high, white per CBC sections 1129B.3 and 1129B.4.
- 5f. Install ISA accessible parking stall symbol to conform to CBC section 1129B.4.
- 5g. Restripe existing parking stalls as shown on plans; match existing.
- 5h. Mount new ADA accessible stall signage on new pole at 80" above finish grade and centered on the parking stall.
- 5i. Install new speed humps warning signage as part of Alternate.

Payment for this item shall be a Lump Sum bid price and considered as full compensation for complying with all requirements as specified herein and no additional compensation will be allowed.

**ITEM 6: Alternate: Prefabricated Speed Humps**

- 3a. As an Alternate, provide a quote to procure and install 5 prefabricated speed humps as shown on the plans per manufacturer's instructions. Speed Humps are manufactured by Peachtree Parking Supplies, [www.PBP1.com](http://www.PBP1.com), Item #HPSH (speed hump) and HSPS-EC (End Cap). Each speed hump will be 11 pieces and 2 end caps (1 male connection and one female connection). See attached cut sheet.
- 3b. Install new speed humps warning signage per plan as part of the Alternate Pricing.

**E. SUBMITTALS AND NOTICES**

The Contractor is reminded to comply with all notification and working requirements imposed by the Feather River Air Quality Management District. Notification forms, instructions can be obtained from the FRAQMD web site at [www.fraqmd.org](http://www.fraqmd.org), as well as other notices as required per Section 7 of the Special Provisions.



## **SPECIAL PROVISIONS**

**INTRODUCTION:** The format of these Special Provisions follows that of the 2009 Edition of the "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" which is, by reference, included within the Contract Documents of this project. (See Section 2-5.1.1 herein.) These Special Provisions supplement, modify and take precedence over the Standard Specifications. The Standard Specifications are hereby amended and supplemented as follows:

### **SECTION 1: TERMS, DEFINITIONS, AND ABBREVIATIONS**

#### **TERMS**

<b>Agency/County or State</b>	County of Yuba, a political subdivision of the State of California
<b>Board</b>	Board of Supervisors of the County of Yuba
<b>Inspector</b>	The representative of the County Project Manager who is assigned to inspect conformance of the work in accordance with Plans and Specifications.
<b>Project Manager</b>	Project Manager as defined by the Department of Administrative Services of the County of Yuba
<b>Right-of-Way</b>	Includes County of Yuba Public Rights-of-Way and any Public Easements; whether County of Yuba or City of Marysville
<b>Sewer Lateral</b>	Building(s)/Structural Connection Sewer.
<b>Standard Plans</b>	County of Yuba Standard Drawings for Construction
<b>Surface Course</b>	The top layer of pavement designed to provide structural value and/or a surface resistant to traffic abrasion.
<b>Traveled Way</b>	That portion of the roadway reserved for the movement of vehicles for the general public, exclusive of shoulders and auxiliary lanes. Where traffic has been diverted or restricted to certain lanes, with the approval of the Project Manager, these diversions or restricted lanes become the traveled way.

#### **ABBREVIATIONS**

<b>AC</b>	Asphalt Concrete
<b>PCC</b>	Portland cement concrete
<b>R &amp; R</b>	Remove and Replace
<b>Std. Specs.</b>	Standard Specifications
<b>ADA</b>	Americans with Disabilities Act
<b>CBC</b>	California Building Code
<b>FRAQMD</b>	Feather River Air Quality Management District

## **SECTION 2: SCOPE AND CONTROL OF THE WORK**

### **2-1 AWARD AND EXECUTION OF CONTRACT**

**2-1.1 Scope of Project.** The work to be performed under this Contract entails minor site demolition of existing curbs, concrete and landscaping and protection of existing facilities to remain at 5730 Packard Avenue, Linda CA. Work also includes new accessible parking stalls, and new accessible walkways per ADA standards. Work will include sawcutting, grading, compaction, concrete work, asphalt work, striping and signage and a bid alternate for procurement and installation of 5 new prefabricated traffic calming measures (speed humps) along the rear of the principal building, Area drains will need to be protected during construction utilizing Best Management Practices (BMPs).

**2-1.2 Examination of Site of Work, Proposal Forms, Plans and Specifications.** The Bidder is required to carefully examine the site of work, Bid Forms, Plans and Specifications for the work contemplated. The submission of a bid shall be considered conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of all the Contract Documents.

All incidental parts which are neither shown on the Plan nor otherwise specified, and which are necessary to complete the demolition and grading of property as shown on the Plan and as specified herein, shall be furnished and installed as though such parts were shown on the Plans or specified, and no additional compensation will be allowed therefore.

**2-1.3 Addenda.** Any addenda issued electronically and available online during the time of bidding and shall be acknowledged in your bid and will be made a part of the Contract.

**2-1.4 Proposal Guaranty.** Prior to the proposal submission deadline, all Bidders must deliver to the Purchasing Division, a cashier's or certified check made payable to the County of Yuba, or a Bidder's bond executed by a corporate surety admitted to engage in such business in the State of California, for an amount equal to at least ten percent of the amount of said proposal. No proposal shall be considered unless such proposal guaranty is received by the proposal submission deadline. Proposals submitted without a proposal guarantee shall be declared non-responsive and will not be further considered. The Bidder shall have sole responsibility for the timely delivery of its proposal guarantee.

**2-1.5 Withdrawal of Proposals.** Any proposal may be withdrawn prior to the hour and date set forth in the Notice Inviting Bids. The timely withdrawal of a proposal shall not prejudice the right of a Bidder to file a new proposal.

**2-1.6 Disqualification of Bidders.** More than one proposal from an individual, a firm or partnership, a corporation or an association under the same or different name will not be considered. Although, if a bidder wishes to offer a second or alternate bid, it must be marked as such and state the reasons why an alternate is offered.

If there is a reason for believing that collusion exists among the Bidders, none of the participants in such collusion will be considered in awarding the Contract. In order to comply with Public Contract Code Section 7106 the Contractor shall certify to non-collusion when submitting the bid. The proposal provides this affidavit, which must be completed, signed, and notarized.

Proposals in which the prices are obviously unbalanced may be rejected. If the experience or financial background of the Contractor is inadequate or past performance has been unsatisfactory the proposal may be rejected.

**2-1.6.1 Contractor's License.** The work requires the Contractor to have an "A", "B" or C-8 California Contractor license.

**Bidders must be properly licensed to perform the work of the project at the time they submit bid proposals** in accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Procedures of the California State Contractor's License Board and in good standing with the Board. Proof of such license shall be provided as required by Business and Professions Code Section 7031.5. **Failure to be so licensed shall result in rejection of the proposal as non-responsive.**

**2-1.7 Rejection of Proposals.** Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids uncalled for, incomplete proposals, erasures, or irregularities of any kind; however, the County reserves the right to waive irregularities. The County also reserves the right to reject all proposals and shall not be liable for any expenses or costs incurred by Bidders in preparing their proposals.

**2-1.8 Award of Contract.** The Contract, if awarded, will be to the lowest responsive and responsible Bidder on the basis of the total construction items and whose proposal complies with all the requirements prescribed. Such award, if made, will be within **ninety (90)** days after the opening of the bids. All proposals will then be compared to each other and to the Project Manager's cost estimate on the basis of the total lump sum bid.

Prior to the award of the Contract, if requested, the Contractor shall submit to the County a financial statement and resume of previous work of a similar nature.

**2-1.9 Qualifications.** Contractor must have five (5) years experience under their current license and firm within the past five (5) years with no delinquencies or suits.

**2-1.10 Execution of Contract Agreement.** A sample contract is attached to this agreement. Once a contract award is made by the Board of Supervisors, the awardee agrees to negotiate the contract in good faith, and in a reasonable amount of time.

Failure to execute and return the Contract Agreement and acceptable bonds and insurance as provided herein within a reasonable time may be just cause for the County to rescind the award of the contract.

**2-1.11 Return of Proposal Guaranties.** Within ten (10) days after the award of the Contract, the Purchasing Agent will return all the proposal guaranties accompanying the proposals which are not to be further considered in making the award. All other proposal guaranties will be held until the Contract Documents have been fully executed, after which all proposal guaranties, except those forfeited, will be returned to the respective Bidders.

**2-1.12 Bid Protest Procedures.** Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Administrative Services. The protest shall be submitted in writing to the Director of Administrative Services within five (5) working days after such aggrieved person or company knows or should have known of the facts giving rise thereto.

The Director of Administrative Services, or in his or her absence the Assistant Director of Administrative Services, shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall:

- (a) State the reason for the action taken.

- (b) Inform the protestant that a request for further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the Board of Supervisors within seven (7) working days after mailing of the decision by the Director of Administrative Services.

The Director of Administrative Services shall discuss with County Counsel all protests and appeals before issuing a written decision.

If so requested as set forth in Section 2-1.13 (b) above, the Clerk of the Board of Supervisors shall schedule the appeal for hearing by the Board of Supervisors at a regularly scheduled meeting within twenty (20) working days from the date of receipt of the appeal. The decision of the Board of Supervisors is final.

## **2-2 ASSIGNMENT**

**2-2.1 Contractor Indebtedness.** Indebtedness incurred for any cause in connection with this work must be paid by the Contractor and the County is hereby relieved at all times from any indebtedness or claim other than payments under terms of the Contract. The Contractor will indemnify and hold harmless the County and its officers and employees from any loss, demand, damages, claims or actions arising from or in connection with said indebtedness.

## **2-3 SUBCONTRACTS**

### **2-3.1 The Environmental Abatement**

The Environmental Abatement items have been designated as "Specialty Items" in this project.

Bidders are reminded to fully complete the subcontracting section on the Bid Proposal and to thoroughly review Section 2-3 of the Standard Specifications. Bidders are encouraged to contact the Purchasing Agent of the County of Yuba prior to submittal of a bid for clarification of any questions concerning subcontracting requirements.

**2-3.2 Prompt Payment to Contractors.** The prime Contractor shall pay each subcontractor under the prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from the County. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval by the Project Manager.

## **2-4 CONTRACT BONDS**

Performance and Payment Bonds are required. The amount of each Bond shall be 100% of the Contract Price. See Section 2-4 of the Standard Specifications for other details.

Each bond which is subscribed by an out-of-state bonding company shall contain the name, address and telephone number of an agent located in the State of California who is authorized to act for the bonding company. Listing of bonding companies in U.S. Department of Treasury Circular 570 is not required, but the corporate surety must be authorized to issue the bonds in the State of California with a minimum A-7 rating. For information to Bidders, attached to these Special Provisions are forms for Performance Bond and Payment Bond. These forms, in lieu of bonding company forms, must be used. The forms will be delivered to the Contractor with the Contract Agreement.

## **2-5 PLANS AND SPECIFICATIONS**

**2-5.1 Standard Specifications.** The work embraced herein shall be done in accordance with the provisions of the STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2009 Edition, written by Public Works Standards, Inc., insofar as the same may apply, which specifications are hereinafter referred to as the Standard Specifications, and as modified herein. Uniform Building Code, Plumbing Code, Fire Code, Mechanical Code, National Electrical Code and Uniform Code for Abatement of Dangerous Buildings also apply. All will be the latest editions as adopted by the Board

of Supervisors. Where reference is made to the "Standard Plans", the County of Yuba "Standard Drawings for Construction" shall apply.

## 2-11 INSPECTION

**2-11.1 Inspection Scheduling.** The contractor will be responsible for having a certified geotechnical consultant certify passing results for compaction testing. Compaction testing is required for subgrade, aggregate base rock, prior to placing concrete or asphalt paving. Inspection will need to be coordinated between the Contractor, Geotechnical Consultant and Project Manager since this project is being done after normal working hours and on weekends.

**2-11.2 County Holidays.** County holidays will be observed on the following days:

<b>January 1<sup>st</sup></b>	<b>New Years Day</b>
<b>Third Monday in January</b>	<b>Martin Luther King Jr's Birthday</b>
<b>Third Monday in February</b>	<b>President's Day</b>
<b>Last Monday in May</b>	<b>Memorial Day</b>
<b>July 4<sup>th</sup></b>	<b>Independence Day</b>
<b>First Monday in September</b>	<b>Labor Day</b>
<b>November 11</b>	<b>Veteran's Day</b>
<b>Fourth Thursday in November</b>	<b>Thanksgiving</b>
<b>The day following Thanksgiving</b>	<b>Thanksgiving</b>
<b>December 23</b>	<b>Christmas Eve</b>
<b>December 26</b>	<b>Christmas Day (Mon. Observed)</b>

If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.

### 2-11.3 Pre-Bid Conference/Job-Site Walk

A mandatory pre-bid walk and bidders conference was held on May 2nd, 2012 at 10:00 a.m. PST. Contractor must have attended to participate in this re-bid.

Bidders may submit, in writing, any questions or issues related to this request by no later than 5 pm, September 14, 2012. All questions should be submitted to the office of the Purchasing Agent **only**, and must be in writing and submitted via email to [aarmstrong@co.yuba.ca.us](mailto:aarmstrong@co.yuba.ca.us) or by U.S. mail. All responses will be in writing and will be considered an addendum to this document. Addenda will be posted to the website by noon on September 18, 2012.

## **SECTION 3: CHANGES IN WORK**

### **3-3. EXTRA WORK**

**3-3.1 Payment.** Payment shall be in a lump sum upon completion of the project, unless other arrangements are made at time of award. Milestone payments, less retention, may be considered.

**3-3.2.1 General.** When the price for the extra work cannot be agreed upon, the County will pay for the extra work as provided in Subsection 3-3.2.2 and 3-3.2.3 as amended herein. When extra work is to be paid for on a force account basis, the labor, materials and equipment used in the performance of such work shall be subject to the approval of the Project Manager.

#### **3-3.2.2 Basis for Establishing Costs.**

**3-3.2.2a Labor.** The Contractor will be paid the cost of labor used in the actual and direct performance of the work. The cost of labor, whether the employer is the Contractor, subcontractor, or other forces, will be the sum of Actual Wages. Actual wages include wages paid shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes.

**3-3.2.2b Materials.** Only materials furnished by the Contractor and necessarily used in the performance of the work will be paid for. The cost of such material will be the cost to the purchaser, whether Contractor, subcontractor or other forces, from the supplier thereof as evidenced by supplier's invoice.

The County reserves the right to approve materials and sources of supply, or to supply materials to the Contractor if necessary for the progress of the work.

**3-3.2.2c Tool and Equipment Rental.** The Contractor will be paid for the use of equipment at the current market rental rates, as necessary.

These rental rates shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Move in and out or minimum charges, other than the hourly rate, shall not apply to equipment available from the work force already on the job site.

If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the County than holding it at the work site, it shall be returned unless the Contractor elects to keep it at the work site at no cost to the County.

Individual pieces of equipment or tools having a replacement value of \$200 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.

#### **3-3.2.3 MARKUP**

**3-3.2.3a Work by Contractor.** A markup not to exceed 10 percent shall be added to the Contractor's costs for labor, materials, and equipment rentals and shall constitute the markup for all overhead and profits. In addition to this markup, 1 percent shall be added to the Contractor's costs as compensation for bonding.

**3-3.2.3b Work by Subcontractor.** When any of the extra work is performed by a Subcontractor, the markup established in Section 3-3.2 shall be applied to the Subcontractor's costs as determined under 3-3.2.2. A markup not to exceed 10 percent shall be added to the Subcontractor's direct cost for labor, materials and equipment rentals and constitute the markup for all overhead and profits.

**3-3.3 DAILY REPORTS FOR EXTRA WORK.** The daily report specified in Section 3-3.3 of the Standard Specifications shall include only that work which is included in the Contractor's claim for extra work.

### **3-4 CHANGED CONDITIONS**

In any case where the Contractor believes extra compensation is due the Contractor for work or materials not clearly covered in the Contract, or not ordered by the Project Manager as "extra work", the Contractor shall notify the Project Manager in writing of the Contractor's intention to make claim for such extra compensation before the Contractor begins the work on which Contractor bases the claim. If such notification is not given, or the Project Manager is not afforded proper facilities by the Contractor for keeping strict account of actual cost, then the Contractor shall be deemed to have waived the claims for such extra compensation. Such notice by the Contractor, and the fact that the Project Manager has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim. The validity of the claim must be determined by the Project Manager. If the Project Manager determines that the claim is well founded, it shall be allowed and paid for as "extra work"; if the Project Manager determines that the claim is not well founded, it shall be disallowed and not paid.

### **3-5 DISPUTED WORK**

Work done beyond the scope of work, work done in the absence or without the knowledge of the Project Manager or any alleged extra work done without the County's written authorization, will be considered as unauthorized and at the expense of the Contractor and will not be measured or paid for by the County. The Contractor may be required to remove such unauthorized work at no expense to the County, as determined by the Project Manager.

#### **3-5.1 Notice of Potential Claim**

The Contractor shall not be entitled to the payment of any additional compensation or extension of time unless the Contractor has given the Project Manager a written Notice of Potential Claim as required herein. Compliance with this Section shall not be a prerequisite as to matters within the scope of the protest provisions in Section 6-7, "Time of Completion," or the notice provisions in Section 3-4, "Changed Conditions," nor to any claim which is based on differences in measurements or errors of computation as to Contract quantities.

Contractor's compliance with the claims procedures herein shall not relieve Contractor of responsibility for presenting a written Government Code claim, in accordance with California Codes section 900 et seq., which is a prerequisite to filing suit for money or damages against the County

Contractor shall submit the written Notice of Potential Claim to the Project Manager prior to the time that the Contractor performs the work giving rise to the potential claim for additional compensation and/or time.

Contractor's written Notice of Potential Claim shall be submitted on the appropriate form furnished by the County, and shall be certified with reference to the California False Claims Act, Government Code Sections 12650 - 12655. A copy of the Notice of Potential Claim form is contained in these Special Provisions. The notice shall set forth the justification for the additional compensation, as

well as a breakdown of the estimated costs. Within 15 calendar days of completing the affected work, the Contractor shall submit substantiation of the Contractor's actual costs. Failure to do so shall be sufficient cause for denial of any claim subsequently filed on the basis of the Notice of Potential Claim.

The intention of this section is to bring differences between the parties to the attention of the Project Manager as early as possible, in order to expedite resolution. Contractor waives its right to any additional compensation and/or extension of time for any claim not submitted in accordance with this section.

Upon request by County, Contractor shall make available for inspection and copying, any and all documents or records in Contractor's possession which pertain to the potential claim.



## **SECTION 4: CONTROL OF MATERIALS**

### **4-1 MATERIALS AND WORKMANSHIP**

**4-1.1 Materials and Conditions to be Tested.** The Contractor shall be responsible for controlling the quality of the material entering the work and of the work performed, and shall perform testing as necessary to ensure control. The test methods used for quality control testing shall be as determined by the Contractor. The results of the testing shall be made available to the Project Manager upon request. These tests are for the Contractor's use in controlling the work and will not be accepted for use as acceptance tests.

Full compensation for performing quality control tests and making the results available to the Project Manager shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

The County may perform quality assurance testing at the discretion of the Project Manager. The Contractor shall provide reasonable access and time to the Project Manager to perform quality assurance testing. The cost of retesting any portion of the work or materials, which have failed the initial quality assurance test taken by the County, shall be borne by the Contractor.

## **SECTION 5 --- UTILITIES**

### **5-1 LOCATION**

#### **5-1.1 Utility Marking/Coordination.**

The Contractor shall notify Underground Service Alert (U.S.A.) at least 48 hours prior to any excavation within the project. The Contractor shall supply the U.S.A. ticket number to the Project Manager. The U.S.A. telephone number is 1-800-422-4133.

The Contractor shall notify all utility companies 48 hours in advance to beginning any excavation in the vicinity of said utility's facilities.

If the Contractor finds evidence of utilities not shown on the Plans, he shall notify the Inspector immediately.

Compensation for notification and coordination with utilities and other agencies shall be included in the items bid and no additional compensation shall be allowed therefore.

**5-1.2 Potholing Requirements** The Contractor shall uncover and verify the location of utilities indicated to be within the limits of construction before excavation for improvements.

The cost for performing the work as herein described, including equipment, labor, tools and materials shall be included in the lump sum in the proposal and no additional compensation will be made therefore.

## **SECTION 6 --- PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK**

### **6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK**

**6-1.1 Construction Schedule.** The Contractor shall submit a construction schedule to the Project Manager at the preconstruction conference. During the construction the Contractor shall review and update the schedule weekly. Rescheduling any work under this Contract shall not be permitted to allow the Contractor the ability to accommodate another contract, even with the County. A bar graph form of schedule will be acceptable.

### **6-3 SUSPENSION OF WORK**

**6-3.1 Stage III Smog Episode.** No exterior work shall be done on a day for which a Stage III smog episode is forecast as defined by the Feather River Air Quality Management District (FRAQMD). The Contractor will not be entitled to any delay damages for such a suspension, but an automatic time extension will be granted. When FRAQMD predicts that a Stage III episode level will be reached the following day, an announcement containing the specifics will generally be provided by 2 p.m. on the day the prediction is made.

### **6-7 TIME OF COMPLETION**

**6-7.1. Specified Contract Time.** The Contractor shall complete the work within **Thirty (30) calendar days** after the commencement date specified in the Notice to Proceed.

### **6-8 COMPLETION AND ACCEPTANCE AND WARRANTY**

**6-8.1 Project Manager Acceptance/Guarantee Period.** When, in the judgment of the Project Manager, the work has been completed in accordance with the Plans and Specifications and is ready for final acceptance, the Project Manager may accept the work as complete. Upon acceptance of the work, the Project Manager will notify the Building Inspector and the Department of Administrative Services of the completion thereof, and the Purchasing Agent will file a Notice of Completion with the County Recorder. The date of the Project Manager's acceptance of the work will be the date when the Contractor is relieved from responsibility to protect and maintain the work. The one year guarantee period of the Work shall commence on the date the Notice of Completion is filed with the County Clerk.

### **6-9 LIQUIDATED DAMAGES**

**6.9.1 Liquidated Damages** shall be assessed in the amount of **\$500.00 per calendar day** that exceeds the number of working days designated for this Contract under Section 6-7, Time of Completion.

## SECTION 7 -- RESPONSIBILITIES OF THE CONTRACTOR

### 7-2 LABOR

**7-2.1 Prevailing Wage.** The Contractor shall ensure that the prevailing wage requirement is applied to anyone performing work on this project. Contractor shall comply with the provisions of Section 1775 and 1813 of the Labor Code of the State of California and price their proposal response accordingly. Further information concerning Prevailing Wage rates can be found at: [www.dir.ca.gov/dlsr/dprevwagedetermination.htm](http://www.dir.ca.gov/dlsr/dprevwagedetermination.htm)

Pursuant to Section 1700, and following, of the California Labor Code, the Contractor shall not pay less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. The Contractor shall forfeit, as penalty to the County of Yuba, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provision of such Labor Code.

### 7-3 LIABILITY INSURANCE

#### 7-3.1 Insurance Requirements.

- a. Secure and Maintain Insurance. Prior to County's execution of the Agreement, Contractor shall secure, and shall thereafter maintain without lapse of coverage until completion of the Contract, such commercial general liability and automobile liability insurance as shall protect Contractor from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern operations under the Contract, whether such operations be by or on behalf of Contractor, any Subcontractor or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them.

The Contractor shall also obtain and shall thereafter maintain pollution liability insurance in the minimum amount of \$5,000,000 to protect the County from claims arising from Contractor's activities. Contractor shall file with the County a certificate of insurance evidencing the coverage required herein.

- b. Provide Certificates of Insurance. Prior to the County's execution of the Agreement, Contractor shall submit an original certificate of insurance to the Administrative Services Office verifying the General Commercial Liability and Automobile Liability insurance in the required limits with the required provisions as stated below.
- c. Provide Additional Insured Endorsement. Prior to the County's execution of the Agreement, Contractor shall submit an Additional Insured Endorsement to the County Risk Manager's Office. Contractor must use the attached Additional Insured Endorsement form provided by the County, or one that is substantially similar to and approved by the County's Risk Manager.

**7-3.2 Proper Insurance Company.** All liability insurance shall be issued by an insurance company or companies authorized to transact liability insurance business in the State of California.

**7-3.3 Coverage.** Coverage shall be at least as broad as the following:

- a. Commercial General Liability. Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001). This coverage shall include:
  - i. Manufacturers and Contractors liability,
  - ii. Broad form property damage in any case where the Contractor has any property belonging to the County in the Contractor's care, custody, or control,

- iii. Owners and Contractors' protective liability,
  - iv. Blanket contractual liability,
  - v. Products and completed operations coverage, and
  - vi. Coverage for collapse, explosion, and excavation.
- b. Automobile Liability. Insurance Services Office Automobile Liability Coverage (Form CA 0001), covering Symbol 1 (any auto). This coverage shall include:
- i. Coverage for owned, non-owned, and hired automobiles

**7-3.4 Limits.** The Contractor shall maintain limits no less than the following:

- a. Commercial General Liability. One million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury (including death), personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the work (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided by the County) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability. One million dollars (\$1,000,000) per occurrence for bodily injury (including death), and property damage for each accident/incident.
- c. No Limitation on Indemnification. These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligation.
- d. Pollution Liability Insurance. Minimum of five million dollars (\$5,000,000) for Pollution Liability.

**7-3.5 Required Provisions.**

- a. Policies shall include premises/operations, products, completed operations, independent contractors, owners and contractors' protection, explosion, collapse, underground hazard, broad form contractual, personal injury with employment exclusion deleted, and broad form property damage.
- b. The policy shall be endorsed to waive any right of subrogation against the County, and its Sub-consultants, employees, officers, agents and Project Managers for work performed under this Contract.
- c. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the County of Yuba.
- d. The policy shall include the following provision:  
"Solely as respects WORK done by and on behalf of the named insured for the County of Yuba, it is agreed that the County of Yuba and its officer's employees and agents are added as additional insured under this policy."
- e. If policies are written on claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the project. The retroactive date of the coverage must also be listed.

**7-3.6 Expiration, Cancellation or Material Change.**

The policies shall not be canceled unless thirty (30) days prior written notification of intended expiration, cancellation or material change has been given to the County of Yuba by certified or registered mail.

**7-3.7 Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be declared to and approved by the County of Yuba. The County reserves the right to either approve, reduce, or eliminate such deductibles or self-insured retentions.

**7-4 WORKERS' COMPENSATION INSURANCE**

**7-4.1 Workers' Compensation.** The Contractor and all subcontractors shall insure (or be self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees performing the work, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amending thereof.

Workers' Compensation/Employer's Liability. Statutory limits are required for Workers' Compensation. Employer's Liability shall be no less than one million dollars (\$1,000,000).

The policy shall be endorsed to waive any right of subrogation against the County, and its Sub-consultants, employees, officers, agents and Project Managers for work performed under this Contract.

Contractor shall comply with Labor Code Section 1861 by signing and filing the Workers' Compensation Certification with the County Risk Manager's Office.

## **7-5 PERMITS**

**7-4.1 County Construction Permit.** No County Construction Permit will be required for this project.

## **7-6 THE CONTRACTOR'S REPRESENTATIVE**

The superintendent is required to attend the Preconstruction Conference.

The County may suspend the work if a superintendent is not present during construction.

The superintendent will be required to meet with the Project Manager on a daily basis. The purpose of these daily meetings is to ensure adequate coordination and discussion between the Project Manager and Contractor during construction. Arrangements for the daily meeting will be discussed at the Preconstruction Conference.

## **7-8 WORK SITE MAINTENANCE**

**7-6.1. Cleanup and Dust Control.** The generation of dust shall be controlled as required by the Feather River Air Quality Management District. Grading activities shall cease during periods of high winds (greater than 30 MPH). Trucks hauling soil, dirt, sand or other emissive materials shall have their loads covered with a tarp or other protective cover as determined by the Project Manager.

### **7-8.2 Water Pollution Control.**

**7-8.2.1 General Requirements.** The Contractor must follow and implement the Best Management Practices (BMPs) as specified in section 7-8.6 in the Standard Specifications. The Contractor's cost of implementing the required BMP's for all project activities shall be included with other items of work.

Contractor shall provide copies of certification that the superintendent or foreman has attended a Stormwater Pollution Prevention (SWPPP) course within the last 12 months. Any work requiring the placement of BMP's shall not begin until this certification is provided to the Project Manager.

**7-8.2.2 Drainage Control.** Special attention is directed to possible flood hazards, and/or nuisance water such as irrigation and other runoff. The Contractor shall be responsible for all injuries or damages to any portion of the work and/or any private or public property occasioned by these causes and shall make good such injuries or damages at no cost to the County prior to the completion and acceptance of the work.

## **7-9 PROTECTION & RESTORATION OF EXISTING IMPROVEMENTS**

**7-9.1** The Contractor shall restore to its original condition without charge, any property not identified to be demolished that shall become damaged due to the operations of the Contractor or any of the Contractor's employees, agents or subcontractors.

## **7-10 PUBLIC CONVENIENCE AND SAFETY**

**7-10.2 Public Safety During Non-Working Hours.** Public safety at or in the affected vicinity of the jobsite is the Contractor's responsibility at all times. If, in the absence of the Contractor, the Project Manager determines that an unsafe condition exists at or in the affected vicinity of the jobsite, the Project Manager will endeavor to notify the Contractor to correct the unsafe condition. However, the Project Manager reserves the right to direct County forces to perform any functions Project Manager may deem necessary to ensure public safety. If such procedure is implemented the Contractor will bear all expenses incurred by the County. In all cases the judgment of the Project Manager shall be final in determining whether or not an unsafe situation exists.

**7-10.3 Storage of Equipment and Material on Private Property.** If the Contractor wishes to store Contract equipment and material on private property, the Contractor may do so only pursuant to a written agreement with the County and shall submit a copy of the agreement to the Project Manager prior to storing Contract equipment and material on County property.

## **SECTION 9: MEASUREMENT AND PAYMENT**

### **9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK**

**9-1.1 Measurements** shall be in accordance with U.S. Standard Measures. A pound is an avoirdupois pound. A ton is 2,000 pounds avoirdupois. The unit of liquid measure is the U.S. gallon.

### **9-2 LUMP SUM WORK**

**9-2.1 Payment Schedule.** The Contractor shall submit a payment schedule for all lump sum bid items. The schedule shall be submitted in accordance with Section 9-2 of the Standard Specifications.

### **9-3 PAYMENT**

**9-3.1 Payment.** Payment for mobilization is included with other items of work and includes cost for preparing and maintaining the construction schedule and any required updates, and for the construction advisory letter required under Section 7-10.4.6 of these Special Provisions.

**9-3.2 Progress Payments.** Progress payment requests shall be processed in accordance with the provisions of Public Contract Code Section 20104.50, which is summarized as follows:

- a. Upon its receipt of Contractor's written payment request, County shall review it as soon as practicable to determine whether it is a proper payment request. If County determines that it is not a proper payment request suitable for payment, County shall return it to Contractor as soon as practicable, but not later than seven days after its receipt, together with a document setting forth in writing the reasons why it is not proper.
- b. A "progress payment" includes all payments due under the Contract, except that portion of the final payment which is designated as retention earnings, and a payment request shall be considered properly executed if funds are available for payment thereof and payment is not delayed due to an audit inquiry by County's financial officer.

**9-3.3 Retention Payment.** County's payment to Contractor of the retention amounts withheld from progress payments made during the performance of the Work, and Contractor's disbursement thereof to Contractor's subcontractors, shall be subject to the requirements of Public Contract Code Section 7107, the Stop Notice withholding laws of the State of California and other provisions of the Contract. County's payment obligations under Section 7107 are summarized herein; by executing the Contract Agreement, Contractor will be confirming knowledge of and responsibility for disbursement of the retention payment to Contractor's subcontractors.

- a. Within sixty days after the date of completion of the Work, County shall pay the undisputed and unencumbered portion of the retention amount to Contractor. If County disputes any portion of the amount Contractor demands, County will withhold from its payment an amount not exceeding 150% of the disputed amount.
- b. If County fails to pay the undisputed and unencumbered portion of the retention amount due Contractor within sixty days after the date of completion of the Work, County shall pay Contractor a charge of 2% per month on the amount improperly withheld in lieu of any other interest amount otherwise payable by operation of law. In any lawsuit brought for collection of amounts alleged to be wrongfully withheld by County, the prevailing party shall be entitled to attorney's fees and costs.