

# BID DOCUMENTS

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## COUNTY OF GLENN

**Installation of 2 HVAC Units at Jane Hahn Juvenile  
Hall and 2 HVAC Units at the Orland Administration  
Building**



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**Owner's Representative: John F. Linhart,**  
Glenn County Planning & Public Works Agency Director

**Project Sponsor: Annette Chavez**  
Glenn County Planning & Public Works Agency Deputy Director

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# GLENN COUNTY PLANNING & PUBLIC WORKS AGENCY

**John F. Linhart, Director**  
Willows, California 95988



Planning & Public Works Agency  
777 N. Colusa Street  
Willows, CA 95988-2936  
(530) 934-6546 FAX 934-6533

February 1, 2012

**PROJECT TITLE:** Installation of 2 HVAC units at Jane Hahn Juvenile Hall  
and 2 HVAC units at the Orland Administration Building

**LOCATION:** 306 N. Villa Avenue, Willows, CA 95988  
821 East South Street, Orland, CA 95963

**OWNER'S REPRESENTATIVE:** JOHN F. LINHART

Listed below is supplement information to the Bid Documents for the project identified above.

## 1. SCHEDULE

Release of Request for Proposal	February 1, 2012
Mandatory Bid Conference	February 8, 2012 @ 9:00 a.m.
Deadline for Submission of questions	February 10, 2012
County responds to questions	February 14, 2012
Bid Submission Deadline	February 17, 2012 @ 3:00 p.m.
Bid Openings	February 17, 2012 @ 3:05 p.m.
Bid Results	February 17, 2012
Bid Evaluations	February 17, 2012 to February 24, 2012
Award of Contract	February 29, 2012
Notice To Proceed	Upon Acceptance of Award
Contract commencement date	Within 5 days of Notice to Proceed
Installation of 2 HVAC units at Jane Hahn Juvenile Hall and 2 HVAC units at the Orland Administration Building	April 15, 2012

# BID DOCUMENTS

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## COUNTY OF GLENN

**Installation of 2 HVAC Units at Jane Hahn Juvenile  
Hall and 2 HVAC Units at the Orland Administration  
Building**



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Glenn County Planning & Public Works Agency Director

**Project Sponsor: Annette Chavez**  
Glenn County Planning & Public Works Agency Deputy Director

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# PROJECT MANUAL

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## PROJECT OWNER

Board of Supervisors  
Steve Soeth, Chairman  
County of Glenn  
525 West Sycamore Street  
Willows, California 95988  
Phone: 530-934-6402  
Fax: 530-934-6419

## PROJECT SPONSOR

John Linhart, Director  
Planning & Public Works Agency  
County of Glenn  
777 N. Colusa Street  
Willows, California 95988  
Phone: 530-934-6530  
Fax: 530-934-6533

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## PROJECT LOCATION

306 N. Villa Avenue, Willows, CA  
821 East South Street, Orland, CA

## PROJECT TITLE

Install 2 HVAC Units at Jane Hahn Juvenile Hall  
Install 2 HVAC Units at Orland Administration

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## OWNER'S REPRESENTATIVE

John Linhart, Director  
Glenn County Planning & Public Works Agency  
777 N. Colusa Street,  
Willows, CA 95988  
(530) 934-6530 FAX (530) 934-6533

## PROJECT MANAGER

Annette Chavez, Deputy Director  
Glenn County Planning & Public Works Agency  
Facilities Division  
777 N. Colusa Street  
Willows, CA 95988  
(530) 934-6545 or (530) 934-6530

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## BID LOCATION & CONTACT PERSON FOR OBTAINING DOCUMENTS & INFORMATION

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Annette Chavez, Deputy Director  
Glenn County Planning & Public Works Agency,  
Facilities Division  
777 N. Colusa Street  
Willows, California 95988  
Phone: 530-934-6545  
Fax: 530-934-6533

## INDEX OF PROJECT DOCUMENTS

<u>Description</u>	<u>No. of Pages</u>
<b><u>CONTRACT DOCUMENTS:</u></b>	
Notice to Contractors	
Prevailing Wage Determinations	
Instructions to Bidders	
Bid Form	
Sub-Contractors	
Bidder's Bond	
Letter of Award	
Standard Contract Form for Construction Work	
Performance Bond	
Labor and Materials Bond	
Notice to Proceed	
Guarantee	
General Conditions	
Staff Coordination & Meeting	
Close Out	
Summary of Work	
<b><u>TECHNICAL SPECIFICATIONS:</u></b>	
Statement of Work	
<b><u>DRAWINGS/PLANS:</u></b>	
Project Site Location(s) Map(s)	

## INDEX OF PROJECT DOCUMENTS

<u>Description</u>	<u>No. of Pages</u>
<b>CONTRACT DOCUMENTS:</b>	
Notice to Contractors	1
Prevailing Wage Determinations	4
Instructions to Bidders	6
Bid Form	10
Sub-Contractors	13
Bidder's Bond	15
Letter of Award	16
Standard Contract Form for Construction Work	17
Performance Bond	22
Labor and Materials Bond	24
Notice to Proceed	26
Guarantee	27
<b>GENERAL CONDITIONS:</b>	
General Conditions	4
Staff Coordination & Meeting	24
Close Out	26
Summary of Work	27
<b><u>TECHNICAL SPECIFICATIONS:</u></b>	
Statement of Work	1
<b><u>DRAWINGS/PLANS:</u></b>	
Project Site Location(s) Map(s)	68

# NOTICE TO CONTRACTORS

**NOTICE IS HEREBY GIVEN** that the County of Glenn (hereinafter "County") will receive sealed bids for all costs related to providing labor, materials, equipment, services, and expertise for the following project:

1. **Installation of 2 HVAC Units at the Jane Hahn Juvenile Hall, Willows, CA 95988**
2. **Installation of 2 HVAC Units at the Orland Administration Building, Orland, CA 95963**

In accordance with the Bid Documents on file in the office of John F. Linhart, Director, Glenn County Planning & Public Works Agency, 777 N. Colusa Street, Willows, California 95988, (530) 934-6545.

## **BID DOCUMENTS AVAILABLE:**

Bid Documents for the Work may be obtained from Annette Chavez, Deputy Director, Glenn County Planning & Public Works Agency, 777 N. Colusa Street, Willows, California 95988, (530) 934-6545, FAX 934-6533, Email: [achavez@countyofglenn.net](mailto:achavez@countyofglenn.net), also available online, or they can be mailed upon request for a fee of \$50.00.

## **SEALED BIDS:**

Sealed bids for the Work shall be filed with:

John F. Linhart, Director  
c/o Annette Chavez  
Glenn County Planning & Public Works Agency  
777 N. Colusa Street  
Willows, California 95988

on or before **3:00 pm, Friday February 17, 2012**. The outside of the envelope in which the bid is submitted shall be plainly marked: **"Install High-Efficiency HVAC system replacements – Various County Building"**

Said bids will be opened in public at or about **3:05 pm, Friday February 17, 2012**, at the Planning & Public Works Agency Conference Room, 777 N. Colusa Street, Willows, California. Bids shall be submitted only on forms provided in the Bid Documents.

## **BIDDER'S BOND:**

Bids must be accompanied by a bidder's bond form provided in the Bid Documents or a certified or cashier's check for at least ten percent (10%) of the bid amount and made payable to the County of Glenn.

## **CONTRACTOR'S QUALIFICATIONS AND LICENSE REQUIRED:**

The County will not consider or accept any bids from contractors who are not licensed to do business in the State of California, in accordance with the Business and Professions Code of the State of California, providing for the licensing of contractors. In accordance with Section 3300 of the Public Contract Code, the contractor shall have a **Class C-20** license. Contractors, if requested by the County, shall submit a contractor's qualifications statement, similar to AIA Document A305 which addresses these qualifications and the contractor's technical ability and expertise required to complete the work.



## SUBCONTRACTORS LIST:

Each bid filed shall set forth:

a. The work to be performed, the name, and the location of the place of business of each subcontractor who will perform work or labor or render service to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent of the total bid;

b. The portion of the work which will be done by each subcontractor, as required by Section 4104 of the Public Contract Code. All bids shall be submitted subject to the terms, conditions and penalties of Chapter 4 (commencing with Section 4100) of Part 1 of Division 2 of the Public Contract Code.

## BOND AND INSURANCE REQUIRED:

The successful bidder will be required to furnish a **Performance Bond** equal to one hundred percent (100%) of the contract price, said bond to be obtained from a surety company satisfactory to the County.

The successful bidder will be required to furnish certificates of insurance indicating that the bidder carries adequate coverage for the insurance listed below:

a. **General liability:** At least \$1,000,000 combined single limit per occurrence coverage for bodily injury, personal injury and property damage. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required per occurrence limit. The bidder's insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit. ***Such insurance shall include Glenn County, its elected officials, officers, and employees as an additional insured***, and shall not be reduced or canceled without 30 days written prior notice delivered to County. Insurance certificates provided by any insurance company or underwriter shall not contain the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company," or similar language.

b. **Automobile Liability:** At least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the CONTRACTOR to fulfill the requirements of this agreement, and coverage shall be provided for "any auto", code 1 as listed on the Accord form "Certificate of Insurance."

c. **Workers' Compensation and Employer's Liability:** Workers' Compensation insurance up to statutory limits and Employer Liability insurance with policy limits of at least \$1,000,000 for bodily injury or disease. If the bidder has no employees, proof/certification will be required by signing a "Certificate of Knowledge Regarding Labor Code Section 3700" form.

## SUBSTITUTION OF SECURITIES:

Bidders are hereby notified that this contract does not provide for substitution of securities for any monies withheld by the owner to ensure performance under the contract.

## PREVAILING WAGE PROVISIONS:

a. Pursuant to Labor Code Section 1770 et seq., each laborer or mechanic of contractor or any subcontractor engaged in work on the project under the contract shall be paid not less than the hourly wage rate of per diem wages set forth in the prevailing wage rate schedule published by the Director of

Industrial Relations, regardless of any contractual relationship which may be alleged to exist between contractor or any subcontractor and such laborers and mechanics.

b. Any laborer or mechanic employed to perform work on the project under the contract, which work or craft is not covered by any of the foregoing rate schedules shall be paid not less than the prevailing rate of per diem wages specified therein for the classification which most nearly corresponds to the work to be performed as determined by the County or its representative.

c. The foregoing specified prevailing wage rates are minimum rates only, and the contractor may pay any wage rate in excess of the applicable rate required by the Contract.

d. Pursuant to Labor Code Section 1775, the contractor as a penalty to the County shall forfeit \$50.00 for each calendar day, or portion thereof for each worker paid less than the prevailing wage rate established by the Department of Industrial Relations for such work or craft in which such worker is employed. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor. NOTE: An error on the part of an awarding body does not relieve the contractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770-1775.

e. Copies of the applicable prevailing wage rates are attached to this notice and are on file at the Glenn County Planning & Public Works Agency, Facilities Division, 777 N. Colusa Street, Willows, California, (530) 934-6545, which are available to any interested party upon request.

#### **MISCELLANEOUS:**

a. The County reserves the right to reject any or all bids or to waive any informality in any bid received.

b. If the Work is awarded, a letter of award will be issued by the County to the apparent lowest responsible bidder within five (5) calendar days following the opening of bids.

c. A **mandatory pre-bid conference** will be held beginning at **9:00 a.m., Wednesday, February 8, 2012 at 306 N. Villa Avenue, Willows, CA then 821 East South Street, Orland, CA.** Attendance is a one-time, mandatory requirement for all prospective bidders. Failure to attend this meeting will be cause for rejection of a bid.

d. The successful bidder shall complete the installation by April 15, 2012.

e. The date of the notice to proceed shall be used for the purpose of determining "begin time and completion time".

BY ORDER OF THE GLENN COUNTY PLANNING & PUBLIC WORKS AGENCY DIRECTOR

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John F. Linhart, Owner's Representative  
Glenn County, California

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
 PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: GLENN COUNTY  
 DETERMINATION: GLE-2011-2

#	CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	EMPLOYER PAYMENTS							OVERTIME HOURLY RATE				
				BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY	
#	BRICKLAYER, BLOCKLAYER; BRICKLAYER, BLOCKLAYER, STONEMASON POINTER, CLEANER, CAULKER, WATERPROOFER	8/22/2011	04/30/2012**	A 32.610	9.690	8.500	B 2.500	0.800	C 0.900	D 8.0	55.000	E 72.560	E 72.560	E 72.560	90.110
#	BRICK TENDER	8/22/2011	06/30/2012*	A 33.680	9.690	6.930	F -	1.100	0.400	D 8.0	51.800	G 68.640	G 68.640	G 68.640	85.480
#	CARPET, LINOLEUM, RESILIENT TILE LAYER	8/22/2011	06/30/2011*	H 30.420	6.040	7.160	F -	0.340	-	D 8.0	43.960	E 59.170	E 59.170	E 59.170	74.380
#	ELECTRICIAN; COMM & SYSTEM INSTALLER	8/22/2011	09/30/2011*	A 28.200	9.330	6.640	I -	0.500	0.110	8.0	44.780	J 58.880	J 58.880	J 58.880	72.980
#	COMM & SYSTEM TECH. COMM & SYSTEM TECH.	2/22/2011	11/20/2011*	24.130	7.850	K 1.700	L 2.010	1.100	M 0.120	8.0	37.740	50.230	50.230	50.230	62.720
#	INSIDE WIREMAN CABLE SPLICER	2/22/2011	11/20/2011*	27.750	7.850	K 1.700	N 2.310	1.100	M 0.140	8.0	41.790	56.150	56.150	56.150	70.510
#	FIELD SURVEYOR; CHIEF OF PARTY (018.167-010)	8/22/2011	11/30/2011**	38.930	10.130	K 3.900	F -	1.370	O 0.720	8.0	56.840	77.200	77.200	77.200	97.560
#	INSTRUMENTMAN (018.167-034)	8/22/2011	11/30/2011**	42.820	10.130	K 3.900	F -	1.370	O 0.720	8.0	60.910	83.300	83.300	83.300	105.700
P	GLAZIER CHIEF OF PARTY (018.167-010)	2/22/1996	08/31/1996*	& 17.000	2.200	-	Q 0.915	0.250	-	8.0	20.360	28.860	28.860	28.860	28.860
P	CHAINMAN/RODMAN (869.567-010)	2/22/1996	08/31/1996*	& 12.000	2.200	-	R 0.650	0.250	-	8.0	15.100	21.100	21.100	21.100	21.100
#	PAINTER; BRUSH, SPRAY, PAPERHANGER	2/22/1996	08/31/1996*	& 10.000	2.200	-	S 0.540	0.250	-	8.0	12.990	17.990	17.990	17.990	17.990
#	EXOTIC MATERIALS TAPER	2/22/2011	06/30/2011*	A 32.240	9.200	T 8.800	-	0.540	U 0.380	8.0	51.160	V 67.280	V 67.280	V 67.280	83.400
#	PLASTERER PLASTER TENDER	8/22/2008	07/31/2009*	X 28.020	8.720	2.950	I -	0.450	0.200	8.0	40.340	Y 54.350	Y 54.350	Y 54.350	68.360
#	PAINTER; BRUSH, SPRAY, PAPERHANGER	8/22/2008	07/31/2009*	X 39.220	8.720	9.310	I -	0.550	0.210	8.0	58.010	Y 77.620	Y 77.620	Y 77.620	97.230
#	WATERBLASTER EXOTIC MATERIALS	2/22/2011	08/31/2011*	Z 27.730	9.580	5.420	I -	0.310	0.360	D 8.0	43.400	57.260	57.260	57.260	71.130
#	TAPER CLEAN-UP PLASTERER	2/22/2011	08/31/2011*	Z 28.230	9.580	5.420	I -	0.310	0.360	D 8.0	43.900	58.010	58.010	58.010	72.130
#	PLUMBER; PLUMBER, STEAMFITTER, REFRIGERATION FITTER (HVAC)	2/22/2011	08/31/2011*	Z 28.730	9.580	5.420	I -	0.310	0.360	D 8.0	44.400	58.760	58.760	58.760	73.130
#	UNDERGROUND UTILITY PIPEFITTER LANDSCAPE PIPEFITTER	8/22/2011	09/30/2011*	AB 36.190	9.580	8.180	AC -	0.360	0.210	8.0	54.520	69.470	69.470	69.470	84.420
#	UNDERGROUND UTILITY PIPEFITTER LANDSCAPE PIPEFITTER	8/22/2011	06/30/2011*	AE 14.080	9.580	-	-	-	-	8.0	23.660	30.390	30.390	30.390	37.120
#	UNDERGROUND UTILITY ASSISTANT JOURNEYMAN	8/22/2011	06/30/2012**	AF 29.040	10.230	7.290	3.000	0.950	0.500	8.0	51.010	64.760	64.760	64.760	78.520
#	LANDSCAPE ASSISTANT JOURNEYMAN LANDSCAPE ASSISTANT JOURNEYMAN	8/22/2009	06/30/2010*	28.370	5.540	6.320	2.280	0.340	AH 1.020	8.0	43.870	J 58.060	J 58.060	J 58.060	72.240
#	UNDERGROUND UTILITY PIPEFITTER LANDSCAPE PIPEFITTER	8/22/2011	12/31/2011**	36.200	8.920	11.810	F -	0.950	1.520	8.0	59.400	E 77.500	E 77.500	E 77.500	95.600
#	UNDERGROUND UTILITY PIPEFITTER LANDSCAPE PIPEFITTER	8/22/2011	06/30/2012**	26.200	4.600	2.600	2.000	0.450	0.600	D 8.0	36.450	49.550	49.550	49.550	62.650
#	UNDERGROUND UTILITY PIPEFITTER LANDSCAPE PIPEFITTER	8/22/2011	06/30/2012**	26.200	4.600	2.600	2.000	0.450	0.550	D 8.0	36.400	49.500	49.500	49.500	62.600
#	UNDERGROUND UTILITY PIPEFITTER LANDSCAPE PIPEFITTER	8/22/2011	06/30/2012**	15.000	4.600	2.600	2.000	0.450	0.600	D 8.0	25.250	32.750	32.750	32.750	40.250
#	LANDSCAPE ASSISTANT JOURNEYMAN LANDSCAPE ASSISTANT JOURNEYMAN	8/22/2011	06/30/2012**	15.000	4.600	2.600	2.000	0.450	0.550	D 8.0	25.200	32.700	32.700	32.700	40.200
#	UNDERGROUND UTILITY TRADESMAN LANDSCAPE TRADESMAN	8/22/2011	06/30/2012**	10.400	4.600	2.600	2.000	0.450	0.600	D 8.0	20.650	25.850	25.850	25.850	31.050
#	LANDSCAPE TRADESMAN	8/22/2011	06/30/2012**	10.200	4.600	-	2.000	0.450	0.550	D 8.0	17.800	22.900	22.900	22.900	28.000

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS  
 PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1  
 FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

LOCALITY: GLENN COUNTY  
 DETERMINATION: GLE-2011-2

CRAFT (JOURNEY LEVEL)	ISSUE DATE	EXPIRATION DATE	EMPLOYER PAYMENTS						STRAIGHT-TIME				OVERTIME HOURLY RATE		
			BASIC HOURLY RATE	HEALTH AND WELFARE	PENSION	VACATION/HOLIDAY	TRAINING	OTHER PAYMENTS	HOURS	TOTAL HOURLY RATE	DAILY	SATURDAY	SUNDAY AND HOLIDAY		
AK LANDSCAPE TRADESMAN II	8/22/2011	06/30/2012**	10.400	4.600	2.600	2.000	0.450	0.550	D	8.0	20.600	25.800	25.800	31.000	
FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS, OVERHEAD AND UNDERGROUND)	8/22/2011	12/31/2011**	33.350	8.100	AL 9.200	-	0.450	0.250		8.0	51.350	68.020	68.020	84.700	
# ROOFER	8/22/2011	07/31/2012*	27.540	7.000	4.000	4.340	0.320	-		8.0	43.200	56.970	AM 56.970	70.740	
# BITUMASTIC, ENAMELER, COAL TAR, PITCH AND MASTIC WORKER	8/22/2011	07/31/2012*	32.290	7.000	4.000	4.340	0.320	-		8.0	47.950	64.100	AM 64.100	80.240	
# SHEET METAL WORKER	8/22/2011	12/31/2011**	A 37.510	9.050	14.910	F -	0.790	0.650		8.0	62.910	E 80.790	E 80.790	98.670	
# MECHANICAL JOB WHERE COST OF PROJECT IS \$500,000 OR UNDER	8/22/2011	12/31/2011**	A 28.860	9.050	13.760	F -	0.670	0.350		8.0	52.690	E 66.370	E 66.370	80.050	
# METAL DECK & SIDING	8/22/2010	06/30/2011*	H 34.210	8.780	15.740	F -	0.790	0.050		8.0	59.570	AN 76.680	AN 76.680	93.780	
# TERRAZZO WORKER	8/22/2011	06/30/2012**	AB 39.800	9.690	12.110	F -	0.800	0.650		7.0	63.050	AO 80.300	AO 80.300	97.560	
# TERRAZZO FINISHER	8/22/2011	06/30/2012**	AB 31.420	9.690	4.060	F -	0.800	0.650		7.0	46.620	AO 60.500	AO 60.500	74.380	
# TILE FINISHER	8/22/2011	07/31/2012*	19.650	6.300	0.650	A 1.350	0.350	0.200		8.0	28.500	38.320	38.320	48.150	
# TILE SETTER	8/22/2011	07/31/2012*	32.850	9.250	6.050	A 3.100	0.350	0.050		8.0	51.650	68.070	68.070	84.500	
# WATER WELL DRILLER	11/22/1987	02/29/1988*	12.350	2.150	1.000	0.480	-	-		8.0	15.980	AP 22.160	AP 22.160	AP 22.160	
# PUMP INSTALLER	11/22/1987	02/29/1988*	12.350	2.150	1.000	0.480	-	-		8.0	15.980	AP 22.160	AP 22.160	AP 22.160	
# HELPER	11/22/1987	02/29/1988*	10.030	2.150	1.000	0.430	-	-		8.0	13.610	AP 18.630	AP 18.630	AP 18.630	
# HELPER: 3-6 MONTHS	11/22/1987	02/29/1988*	9.740	2.150	1.000	0.440	-	-		8.0	13.330	AP 18.200	AP 18.200	AP 18.200	
# HELPER: 0-3 MONTHS	11/22/1987	02/29/1988*	8.930	2.150	1.000	0.420	-	-		8.0	12.500	AP 16.970	AP 16.970	AP 16.970	

## INSTRUCTIONS TO BIDDERS

The outside of the sealed envelope in which the bid is submitted shall be plainly marked "Installation of 2 HVAC Units at Jane Hahn Juvenile Hall and Installation of 2 HVAC Units at the Orland Administration Building."

### **PREPARATION OF BID FORM:**

Bids shall be made upon the Bid Forms, included within the Project Documents furnished by and available at the office of Glenn County Planning & Public Works Agency, 777 N. Colusa Street, Willows, California, (530) 934-6546 FAX 934-6533. All items on the bid shall be filled in and the signatures of all person(s) signing shall be in longhand. Unless bids are submitted on these forms, they will not be considered. Each bidder shall write out the total amount of the bid in addition to inserting the same in figures. An extra copy of the completed Bid Forms and 10% Bidder's Bond, shall be submitted with the originals.

If alternate bids are called for, bidders must bid separately upon each alternate. The County may accept from any firm, a bid on one or more items and reject the bid or bids on other items.

Mistakes must be corrected and the correction inserted on the Bid Forms. Each correction must be initialed in ink by the person(s) signing the Bid Forms.

### **EXAMINATION OF PROJECT DOCUMENTS:**

The bidders shall carefully examine the Project Documents and satisfy themselves as to their sufficiency, and shall not at any time after submission of the bid, dispute or complain that such Documents and the directions explaining or interpreting them are incomplete or ambiguous, nor assert that there is any misunderstanding in regard to the location, extent, nature or amount of work to be performed.

Should a bidder find discrepancies in, or omissions from the Project Documents, or should there be any doubt as to their meaning, the bidder shall notify at once the Project Manager; and should it be found that the point in question is not clearly and fully set forth, a written Addendum will be sent to all plan holders and will become a part of the Contract. The County of Glenn, its officers, agents, representatives, employees, architects, engineers and inspectors will not be responsible for any oral instructions. No bid will be considered which makes exceptions, changes, or reservations to the Project Documents.

### **EXAMINATION OF PROJECT SITE:**

Bidders shall examine the site located at various locations, see attached list; and have full knowledge of all conditions, facilities and difficulties affecting the work which may not be set forth herein. No allowance shall subsequently be made because of a lack of such examination or knowledge.

A mandatory pre-bid conference will be held at 306 N. Villa Avenue, Willows, CA 95988 beginning at 9:00 a.m. Wednesday February 8, 2012, then on to 821 East South Street, Orland, CA. The submitting of a bid shall be considered an acknowledgment on the part of the bidder of familiarity with conditions at the project site. Attendance is a one time, mandatory requirement for all.

### **SUBCONTRACTORS LIST:**

Pursuant to Public Contract Code Section 4100 et seq., every bidder shall set forth in their bid the following:

- a. Subcontractor Information: The work to be performed by and the name and location of the place of business of each subcontractor who will perform work or labor or render service to

the bidder in or about the construction of the work or improvement in an amount in excess of one-half of one percent of the bidder's total bid. The list is included with the bid form.

- b. **Work Conducted by Subcontractor:** The portion of the work that will be done by each subcontractor. If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the bidder's total bid, he/she agrees to perform that portion herself/himself. The successful bidder shall not, without the consent of the County, either:
  - (1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid.
  - (2) Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed on the Bid Form.
  - (3) Sublet or subcontract any portion of the work in excess of one-half of one percent of the total bid as to which his original bid did not designate a subcontractor.

All bids shall be submitted subject to the terms, conditions and penalties of Chapter 4 (commencing with Section 4100) of Part 1 of Division 2 of the Public Contract Code.

**NON-COLLUSION AFFIDAVIT:**

Bidders shall include with their bids a signed affidavit stating that their bid is not a sham or a collusive bid. The affidavit is to be signed exactly as worded, and no alternate wording will be accepted. The affidavit is included with the Bid Forms.

**BIDDER'S BOND:**

Bids must be accompanied by a bidder's bond form approved by the County, or by a certified or cashier's check, for at least ten percent (10%) of the amount bid and made payable to the County of Glenn. Said bidder's bond or certified or cashier's check shall be declared forfeited if the successful bidder refuses or neglects to enter into a Contract after being requested to do so by the County.

The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. Where state statute requires, certification by a resident agent shall also be provided.

If the bidder elects to furnish a Bid Bonds, he shall use the Bidder's Bond form contained in the Project Documents, or one conforming substantially thereto in form and content, as determined by the County.

**RETURN OF BID SECURITY:**

Retained bid security will be returned within a reasonable time after the Contracts has been finally executed, or immediately in case all bids are rejected.

**AWARD OF CONTRACT:**

Within five (5) calendar days after opening of bids the County will accept one of the bids or will act in accordance with BASIS OF AWARD, below. The acceptance of the bid will be by a Letter of Award, mailed to the office designated on the Bid Forms, or delivered to the bidder's representative. In the event of failure of the bidder to sign the Contract and provide an acceptable Performance Bond, Labor and Materials Bond and insurance certificates, the County may award the Contract to the next lowest responsible bidder, and the 10% bidders bond or certified cashier's check furnished with the bid will be declared forfeited, if the successful bidder refuses or neglects to enter into a contract after being requested to do by County with ten (10) calendar days.

**TYPE OF BID:**

The bid for the work is to be submitted on a lump sum basis. Lump sum price amounts shall be submitted on all items of work set forth in the project documents. All items required to complete the work specified or shown on the Plans, but not included on the Bid Forms shall be considered incidental to those set forth on the Bid Forms.

**BASIS OF AWARD:**

The Contract will be awarded to the single best responsible bidder; provided, however, the County may reject any and all bids and re-advertise for bids, or provide for the work to be done by alternate means, or not construct the project at all. The County also reserves the right to waive any informality or irregularity in any bid.

The single best responsible bidder will be determined on the basis of the lump sum bid presented on the Bid Forms: without consideration of any amounts of Alternative Bid Items requested. The County reserves the right to exercise any or all alternatives, if any, detailed in the project documents. The Board reserves the right to exercise any or all alternatives, if any, detailed in the Project Documents.

**EXECUTION OF CONTRACT:**

The successful bidder shall execute the Contract in accordance with the bid as accepted, within ten (10) calendar days of the date on the Letter of Award which will be mailed at the address given on the Bid Form with the original contracts attached and two (2) secure workers' compensation and other required insurance and bonds,

**CONTRACT BONDS:**

- a. Performance Bond - The successful bidder shall file with the County, immediately after execution of the Contract, a Performance Bond acceptable to the County in an amount equal to one hundred percent (100%) of the Contract Sum, as security for the faithful performance of the Contract for the construction of the Work, and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of the final acceptance of the Work by the County.
- b. Labor and Materials Bond - The successful bidder shall file with the County, immediately after execution of the Contract, a Labor and Materials Bond acceptable to the County in an amount equal to one hundred percent (100%) of the Contract Sum, as security for the payment to all persons supplying labor and materials for the construction of the Work.
- c. Form of Bonds - The Performance Bond and the Labor and Materials Bond shall be submitted on the bond forms contained in these Project Documents or shall be substantially in compliance with same. Compliance shall be judged solely by the County.
- d. Power-of-Attorney - The Attorney-in-Fact who executes these bonds in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his/her authority to bind the Surety on the date of execution of the bond.
- e. Surety - The Surety furnishing these bonds shall have a sound financial standing, have a record of service satisfactory to the County, and shall be authorized to do business in the State of California.

**NOTICE TO PROCEED:**

The successful bidder shall commence work within five (5) calendar days after the receipt of a written Notice to Proceed.

**TIME FOR COMPLETION:**

The successful bidder shall complete said work by April 15, 2012

**PERFORMANCE OF WORK:**

The work shall be performed in a workmanlike, diligent and expeditious manner with such force and materials as may be required, time being of the essence of the contract.



# BID FORM

**"Installation of 2 HVAC Units at Jane Hahn Juvenile Hall, and Install 2 HVAC Units at the Orland Administration Building"**

TO: Annette Chavez, Deputy Director  
Glenn County Planning & Public Works Agency  
Facilities Division  
777 North Colusa Street  
Willows, California 95988

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned proposes to execute a Contract and complete the work for the sum quoted below.

## **BIDDER'S DECLARATION AND UNDERSTANDING:**

In submitting this bid, the undersigned understands and agrees that the County of Glenn, California (hereinafter "County"), shall and does reserve the right to reject any and all bids, to accept other than the lowest bid and to waive any informality in any bid.

The undersigned also understands and agrees that the County reserves the right and is hereby granted the right to accept or reject this bid at any time within forty-five (45) calendar days following the date the County opens the bids, and the undersigned further understands and agrees that this bid shall be valid and effective until the expiration of said period.

The undersigned has carefully examined the site where the work is to be done and is familiar with local conditions affecting the cost of the construction herein bid upon, and further understands that the County will not be responsible for any errors or omissions on the part of the undersigned in making this bid.

## **EXECUTION OF CONTRACT:**

The successful bidder shall execute a Contract in accordance with the bid as accepted and agrees to furnish Certificates of Insurance and contract bonds as required in the "Notice to Contractors and Instructions to Bidders."

## **START OF CONSTRUCTION:**

Upon notification to start work, the undersigned understands and agrees that time of performance is of the essence of the Contract.

## **CONTRACT COMPLETION TIME:**

The successful bidder shall complete said work by April 15, 2012.

Liquidated Damages:

The undersigned bidder further agrees that there may be a deduction from the contract price in the sum, of two hundred fifty dollars (\$250) per day for each calendar day beyond the original contract time from completion as set forth above; accepting any extensions obtained for cause.

Addenda:

The undersigned bidder hereby acknowledges receipt of the following addenda to the Bid documents all the provisions and requirements of which have been taken into consideration in the preparation of the foregoing bid.

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

**SIGNATURE:**

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

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

The Contractor's State license number of the undersigned is: \_\_\_\_\_  
License Expires: \_\_\_\_\_

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

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

Print Signers Name & Business Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Telephone/Fax/E-Mail: \_\_\_\_\_

City and State Where Form Signed: \_\_\_\_\_

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

No bid is valid unless signed by the person submitting the bid. If the bidder is an individual the same shall be signed by the individual; if the bidder is a partnership the name of the partnership shall be given and signed by one of the partners; if the bidder is a corporation the Bid Form must be signed for the corporation by its properly authorized officer or officers.

NON-COLLUSION AFFIDAVIT  
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

I, \_\_\_\_\_ being first duly sworn, deposes and says that I am is the \_\_\_\_\_ (officer) of \_\_\_\_\_ (bidder) the party making the foregoing bids 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 contracts 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.

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

# BID FORM

The above signed bidder agrees to perform all work within the time provided, assuming the obligation for the liquidated damages, herein before specified, for **"Installation of 2 HVAC Units at Jane Hahn Juvenile Hall and Installation of 2 HVAC Units at the Orland Administration Building."**, all as indicated in the project documents for a lump sum of:

BASE BID: \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_).

Alternate Bid Item No. 1:  
\_\_\_\_\_  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_).

Alternate Bid Item No. 2:  
\_\_\_\_\_  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_).

## SUBCONTRACTORS LIST

The following listed subcontractors are proposed to perform the categories of work hereinafter referred to. All work not covered in the following list will be performed directly by the General Contractor. (Note: This list shall contain the name, address, and telephone number of each subcontractor and an enumeration of work to be performed by each in excess of one-half (1/2) of one percent (1%) of General Contractor's total bid.)

	<u>Work to be Performed</u>	<u>Business Name of Sub-Contractor</u>	<u>Mailing Address/Phone No.</u>
1.	_____	_____	_____ _____ _____
2.	_____	_____	_____ _____ _____
3.	_____	_____	_____ _____ _____
4.	_____	_____	_____ _____ _____



**BIDDER'S BOND**

We, \_\_\_\_\_  
(Business Name)

as Principal, and \_\_\_\_\_  
(Business Name)

as Surety, are bound unto the COUNTY OF GLENN as Owner (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, in the sum of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for the **"Installation of 2 HVAC Units at Jane Hahn Juvenile Hall and Installation of 2 HVAC Units at the Orland Administration Building"**, for which bids are to be opened in public at the Office of Glenn County Planning & Public Works Agency, 777 N. Colusa Street, Willows, California on or about **3:05 p.m., Friday, February 17, 2012.**

NOW, THEREFORE, if Principal is awarded the Contract and, within the time and manner required under the Project Documents, after the prescribed forms are presented for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files the required certificates of insurance and two (2) contract 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. Said bidder's bond, certified check, or cashier's check shall be declared forfeited if the bidder refuses or neglects to enter into a contract after being requested to do so by the county within 10 days.

In the event suit is brought upon this bond by the Obligee and judgment 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,

\_\_\_\_\_  
\_\_\_\_\_  
Principal  
\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-Fact

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California \  
County of Glenn \ SS

On this \_\_\_ day of \_\_\_\_\_ in the year 2011 before me \_\_\_\_\_, personally appeared \_\_\_\_\_ 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

LETTER OF AWARD

DATE: \_\_\_\_\_

**PROJECT:** "Installation of 2 HVAC Units at Jane Hahn Juvenile Hall and Installation of 2 HVAC Units at the Orland Administration Building"

**OWNER:** Board of Supervisors  
COUNTY OF GLENN  
525 West Sycamore Street  
Willows, California 95988

**CONTRACTOR:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PHONE/FAX** \_\_\_\_\_  
\_\_\_\_\_

**CONTRACT SUM:** \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

You are hereby notified that your bid dated \_\_\_\_\_, has been accepted for the above-listed project. You are being awarded a Contract to furnish, at your own cost and expense, all labor and materials necessary to complete the work.

You must execute the attached Contracts, secure certificates of insurance for (1) Workers' Compensation; (2) General Liability; and (3) Property Damage; including an "Additional Insured" endorsement, and forward 100% Contract Bonds for (1) Faithful Performance and (2) Payment of Labor and Materials in accordance with the bid as accepted, within five (5) calendar days of the date above. Also, your I.R.S. taxpayer identification number is required for payment processing.

Failure to comply with these conditions within the time specified will entitle OWNER to consider other options for having the work completed. Also, the Bidder's Bond accompanying the bid and the money payable thereon, shall become the property and shall be retained by the County of Glenn as liquidated damages for such failure.

Upon timely receipt by the undersigned of all information required, a Notice to Proceed for the project will be issued.

\_\_\_\_\_  
John Linhart, Owner's Representative  
Glenn County Planning & Public Works Agency  
777 N. Colusa Street  
Willows, California 95988  
(530) 934-6546 FAX 934-6533

cc: Glenn County Board of Supervisors

"SAMPLE" AGREEMENT BETWEEN THE COUNTY OF GLENN AND

(1) \_\_\_\_\_

County of Glenn  
Planning & Public Works Agency  
P.O. Box 1070  
Willows, CA 95988  
(COUNTY)

(CONTRACTOR)

---

This agreement is entered into between the County of Glenn ("County") and (2) \_\_\_\_\_ ("Contractor") for the purpose of (3) \_\_\_\_\_.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall (4) \_\_\_\_\_

2. RESPONSIBILITIES OF THE COUNTY

County shall (5) \_\_\_\_\_.

3. COMPENSATION

Contractor shall be paid the sum of (6) \_\_\_\_\_ after satisfactorily completing the duties described in this agreement.

4. BILLING AND PAYMENT

Contractor shall submit to (7) \_\_\_\_\_ within 15 days after completion of the services described in paragraph 1, a statement of services rendered (8) \_\_\_\_\_.

5. TERM OF AGREEMENT

This agreement shall commence on the date of signing and shall terminate (9) \_\_\_\_\_.

6. TERMINATION OF AGREEMENT

If Contractor fails to perform its duties to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner its obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement effective immediately upon County giving written notice thereof to Contractor. Either party may terminate this agreement on 30 days written notice.

County shall pay Contractor for all work satisfactorily completed as of the date of notice. County may terminate this contract immediately upon oral notice should funding cease or be materially decreased.

Should this contract be terminated, Contractor shall provide County all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Contractor pursuant to this contract.

7. ENTIRE AGREEMENT; MODIFICATION

This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no others.

8. NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of County.



9. EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement, provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. In performing the services described in this Agreement, Contractor will exercise the degree of care and skill ordinarily exercised by reputable companies performing the same or similar services in the same geographic area.

The sole interest of County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal Government that would be withheld from compensation if Contractor were a County employee. County shall not be liable for contractor's failure to make payments to any Subcontractor, material supplier, or vendor. Contractor agrees to indemnify the County with regard to any claim or lien filed against the County based upon nonpayment by the Contractor. Contractor shall not be eligible for coverage under County's Workers' Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless the County, its elected officials, directors, officers, employees and volunteers against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees by reason of any person's bodily injury, including death or property being damaged by the negligence of Contractor or any person employed by Contractor or in any capacity during the progress of the work. Contractor shall also indemnify County of any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding.

11. LIMITATION OF LIABILITY

Contractor's aggregate liability for any and all claims arising out of this Agreement, or out of any goods or services furnished hereunder, whether based on contract, negligence, strict liability, agency, warranty, trespass, indemnity or any other theory of liability shall be limited to the value of the insurance coverage required in Article 13 of this Agreement. The stated coverage amounts shall be a maximum liability amount.

12. INSURANCE REQUIREMENTS.

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damage to property that may arise from, or be in connection with, the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees, and subcontractors. At the very least, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

The agency responsible for administering a contract is also responsible for enforcing insurance requirements described below. This includes securing certificates of insurance before work under the contract is begun. Contractor shall furnish to the County certificates of insurance. All certificates of insurance to be received and approved by the County before work under the contract has begun. The County reserves the right to require complete, certified copies of all insurance policies required by this contract. Contractor agrees to notify County within two working days of any notice from an insuring agency that cancels, suspends, and reduces in coverage or policy limits the insurance coverages described herein.

Any deductibles or self-insured retention must be declared on certificates of insurance and approved by the County. At the option of the County, either the contractor shall reduce or eliminate such deductibles or self-insured retentions, as respects the County, its officers, officials, employees and volunteers, or the

Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

Insurance is to be placed with insurers who are licensed to sell insurance and who possess a Best rating of A or higher.

**Exception:** Workers' Compensation coverage issued by the State Compensation Insurance Fund (SCIF) shall be acceptable.

### 13. INSURANCE

A. General liability: At least \$1,000,000 combined single limit per occurrence coverage for bodily injury, personal injury and property damage. If a general aggregate limit is used, then either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required per occurrence limit. The contractor or contractor's insurance carrier shall notify County if incurred losses covered by the policy exceed 50% of the annual aggregate limit.

B. Automobile Liability: At least \$100,000 to cover bodily injury for one person and \$300,000 for two or more persons, and \$50,000 to cover property damages. However, policy limits for construction projects shall be at least \$1,000,000 combined single limit per accident for bodily injury and property damage for autos used by the contractor to fulfill the requirements of this contract, and coverage shall be provided for "any auto", code 1 as listed on the Acord form "Certificate of Insurance."

C. Workers' Compensation and Employer's Liability: Workers' Compensation insurance up to statutory limits and Employer Liability insurance with policy limits of at least \$1,000,000 for bodily injury or disease.

D. Professional Liability insurance: Professional liability insurance covering professional services shall be provided in an amount of at least \$1,000,000 per occurrence or \$1,000,000 on a claims-made basis. However, if coverage is written on a claims-made basis, the policy shall be endorsed to provide at least a two-year extended reporting provision.

Such insurance shall include Glenn County, its elected officials, officers, and employees as an additional insured, and shall not be reduced or canceled without 30 days written prior notice delivered to County. Contractor shall provide County with a certificate of insurance as evidence of insurance protection provided. Insurance certificates provided by any insurance company or underwriter shall not contain the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company," or similar language. Contractor's insurance must act as primary coverage, not excess or contributing coverage. If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation Insurance to cover Contractor and Contractor's employees and partners.

### 14. FORCE MAJEURE

Contractor will not be responsible for any delay or failure of performance caused by fire or other casualty, labor dispute, government or military action, transportation delay, inclement weather, act of god, act or omission of county or their other contractors, failure of any government authority to timely review or to approve the services or to grant permits or approvals, or any other cause beyond Contractor's reasonable control.

### 15. NON-DISCRIMINATION

Contractor will not discriminate in employment practices or in the delivery of services on the basis of race, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or disability.

### 16. NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first-class mail to the following addresses:

If to County: Glenn County Planning & Public Works Agency  
P.O. Box 1070  
Willows, CA 95988

If to Contractor:

Notice shall be deemed to be effective two days after mailing.

17. APPLICATION OF LAW

This Contract shall be governed in accordance with all the laws of the State of California.

18. DOCUMENT RETENTION.

Contractor and County agree to retain all documents relevant to this Contract for five (5) years from the termination of the contract or until all Federal/State audits are complete, whichever is later. Upon request, consultant shall make available these records to County or Federal/State government representatives.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

DATED: \_\_\_\_\_

CONTRACTOR

COUNTY OF GLENN

\_\_\_\_\_

\_\_\_\_\_  
John Linhart, Director  
Approved as to Content and Fund Availability

\_\_\_\_\_  
Tax Identification Number

APPROVED AS TO FORM:

\_\_\_\_\_  
HUSTON T. CARLYLE, JR., County Counsel  
Glenn County, California

**Public Contract Code Section 20104.50 reads:**

20104.50 (a) (1) It is the intent of the Legislature in enacting this section to require all local governments to pay their contractors on time so that these contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern.

(2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.

(b) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

(c) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:

(1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

(d) The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (c).

(e) For purposes of this article:

(1) A "local agency" includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.

(2) A "progress payment" includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.

(3) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

(f) Each local agency shall require that this article, or a summary thereof, be set forth in the terms of any contract subject to this article.

## PERFORMANCE BOND

BOND NO. \_\_\_\_\_  
AMOUNT: \$ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
(name)

of \_\_\_\_\_  
(Business name)

hereinafter called the CONTRACTOR (Principal), and \_\_\_\_\_  
(name)

of \_\_\_\_\_  
a corporation duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_,  
hereinafter called the SURETY, and authorized to transact business within the State of California, as  
SURETY, are held and firmly bound unto COUNTY OF GLENN as COUNTY (Obligee), in the sum of:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_),  
lawful money of the United States of America, for the payment of which, well and truly be made to the  
COUNTY, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors,  
administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with  
the COUNTY, dated \_\_\_\_\_, 2012, for:

**"Installation of 2 HVAC Units at Jane Hahn Juvenile Hall and Installation of 2 HVAC Units at the  
Orland Administration Building"**

NOW, THEREFORE, if the CONTRACTOR shall well and truly perform and fulfill all the undertakings,  
covenants, terms, conditions and agreements of said Contract during the original term of said Contract  
and any and all duly authorized modifications of said Contract or extensions thereof that are granted by  
the COUNTY, with or without notice to the SURETY, and during the life of any guarantee required under  
the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms,  
conditions and agreements of any and all duly authorized modifications of said Contract that may  
hereafter be made, then this obligation shall be void, otherwise the same shall remain in full force and  
effect.

Whenever the CONTRACTOR shall be, and is declared in default under the Contract, the COUNTY  
having performed COUNTY's obligation there under, the SURETY may promptly remedy the default, or  
shall promptly:

- (1) Complete the Contract in accordance with its terms or conditions, or
- (2) Obtain a bid or bids for submission to COUNTY for completing the Contract in accordance  
with its terms and conditions, and upon determination by COUNTY and SURETY of the lowest  
responsible bidder, arrange for a contract between such bidder and COUNTY, and make  
available as work progresses (even though there should be a default or a succession of defaults  
under the contract or contracts of completion arranged under this paragraph) sufficient funds to  
pay the cost of completion less the balance of the contract price.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which the final payment under the Contract falls due.

No right or action shall accrue on this bond to or for the use of any person or corporation other than the COUNTY named herein or the heirs, executors, administrators or successors of COUNTY.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2012, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

\_\_\_\_\_  
By \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Attest

SURETY

\_\_\_\_\_  
By \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Attest

The rate of premium on this bond is \_\_\_\_\_ per thousand.

Total amount of premium charged is \$ \_\_\_\_\_.

\*\*\*\*\*

**LABOR AND MATERIALS BOND**

BOND NO. \_\_\_\_\_  
AMOUNT: \$ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
(name)

of \_\_\_\_\_  
(Business name)

hereinafter called the CONTRACTOR (Principal), and \_\_\_\_\_  
name)

of \_\_\_\_\_ a corporation duly organized  
(Business name)

and existing under and by virtue of the laws of the State of \_\_\_\_\_, hereinafter called the SURETY, and authorized to transact business within the State of California, as SURETY, are held and firmly bound unto COUNTY OF GLENN as COUNTY (obligee), in the sum of:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_),  
lawful money of the United States of America, for the payment of which, well and truly be made to the COUNTY, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the COUNTY, dated \_\_\_\_\_, 2012, for:

**"Installation of 2 HVAC Units at Jane Hahn Juvenile Hall and Installation of 2 HVAC Units at the Orland Administration Building"**

That, if said CONTRACTOR, his or its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the CONTRACTOR and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor that the SURETY or Sureties will pay for the same, in an amount not exceeding the sum specified in the bond, and also, in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the court.

That, this bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give right of action to such persons or their assigns in any suit brought upon this bond.

NOW, THEREFORE, if the CONTRACTOR shall promptly make payment to all persons who supply labor and materials in the prosecution of the work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereinafter be made, without notice to the SURETY, then this obligation shall be void; otherwise the same shall remain in full force and effect.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2012, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

\_\_\_\_\_  
By \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Attest

SURETY

\_\_\_\_\_  
By \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Attest

The rate of premium on this bond is \$ \_\_\_\_\_ per thousand.

Total amount of premium charged is \$ \_\_\_\_\_.

\*\*\*\*\*



**NOTICE TO PROCEED**

DATED: \_\_\_\_\_

**PROJECT:** "Installation of 2 HVAC Units at Jane Hahn Juvenile Hall and Installation of 2 HVAC Units at the Orland Administration Building"

**OWNER:** Board of Supervisors  
COUNTY OF GLENN  
525 West Sycamore Street  
Willows, California 95988

**CONTRACTOR:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**PHONE/FAX:** \_\_\_\_\_

**CONTRACT SUM:** \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_)

You are hereby notified to commence work on the above-referenced Project on or before \_\_\_\_\_, and are to fully complete the work by **April 15, 2012..**

Your Contract completion date is therefore.

The Contract provides for the assessment in the sum of \$250.00 per day for each calendar day beyond the Contract completion date as set forth above for liquidated damages.

Signed: \_\_\_\_\_  
John Linhart, Director  
Planning & Public Works Agency  
County of Glenn, California

cc: Glenn County Board of Supervisors  
Glenn County Planning & Public Works Agency

**GUARANTEE**

**OWNER:** Board of Supervisors  
COUNTY OF GLENN  
526 West Sycamore Street  
Willows, California 95988

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT: "Installation of 2 HVAC Units at Jane Hahn Juvenile Hall and Installation of 2 HVAC Units at the Orland Administration Building"

OFFICIAL DATE OF ACCEPTANCE: \_\_\_\_\_

GUARANTEE FOR: \_\_\_\_\_  
(worked performed)

We hereby guarantee that all workmanship and materials which we provided and installed on the subject project has been in accordance with the Project Documents and that the work as installed will fulfill the requirements of the guarantee included in the Project Documents. We further agree to repair or replace any or all work, together with any other adjacent work, which we may displace in so doing, that may prove to be defective in its workmanship or material within a period of **TWO (2) years** from the date of official acceptance by the County of the above named project, without any expense whatsoever to said County, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above mentioned conditions within fifteen (15) calendar days after being notified, in writing, by the County, we, collectively or separately, do hereby authorize said County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefor upon demand.

\_\_\_\_\_  
CONTRACTOR (Signature)

DATE: \_\_\_\_\_

\_\_\_\_\_  
ADDRESS

PHONE: \_\_\_\_\_