

SISKIYOU COUNTY REQUEST FOR PROPOSALS (RFP)

For:

RENOVATION OF HIBBARD BASEBALL FIELD LIGHTS, OUTFIELD FENCE, IRRIGATION AND PUMP REPLACEMENT



Prepared by: Siskiyou County Public Works
1312 Fairlane Road, Suite 3
Yreka, CA 96097

June 21st, 2022

Pre-bid Information Meeting
July 21st, 2022 at 08:00am

Proposal Submittal Due Date
August 18th, 2022 by 10:00am

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NOTICE TO BIDDERS

Notice is hereby given that the Siskiyou County Public Works is inviting bids for the **Renovation of Hibbard Baseball Field Lights, Outfield Fence, Irrigation and Pump Replacement.** This contract will involve the replacement of the well pump, field irrigation, field lighting and outfield fencing.

CONTACT INFORMATION

Interested contractors shall submit their Sealed Proposal no later than **10:00 a.m. on August 18th, 2022**. This submission shall include the entire Request for Proposal documentation and any amendments if issued. Contractors will deliver (1) original and (2) complete copies to the following address:

**ATTN: PUBLIC WORKS DIRECTOR
RFP RENOVATION OF
HIBBARD BASEBALL FIELD
LIGHTS, OUTFIELD FENCE, IRRIGATION AND PUMP REPLACEMENT
SISKIYOU COUNTY PUBLIC WORKS
1312 FAIRLANE ROAD, SUITE 3
YREKA, CA 96097**

Proposals received after the above-cited time will be considered late and not accepted.

To be on the document holder list and to be assured of receiving all addenda and Requests for Information (RFI) responses, the following information must be submitted to Siskiyou County via email at: kburton@co.siskiyou.ca.us. All RFIs must also be submitted via email to this address.

Company Name: _____
Mailing Address: _____

Primary Contact Name: _____
Primary Contact email address: _____
Primary Contact phone number: _____

Addenda and RFI responses will be sent via email only to the primary contact submitted above.

Please direct questions regarding this RFP in writing via email to Kyla Burton at kburton@co.siskiyou.ca.us. No phone calls please.

Contractors will be required to attend a mandatory pre-bid meeting / job walk held on Thursday, July 21st, 2022, 8:00AM at Hibbard Field located at Sharps Road, Yreka, CA 96097.

All questions will be answered in writing via e-mail to all Contractors who attend the pre-bid meeting. The final day to submit questions will be Thursday, July 28th, 2022 by 4:00p.m.

REQUEST FOR PROPOSALS (RFP)
For
**Renovation of the Hibbard Baseball
Field Lights, Outfield Fence,
Irrigation and Pump Replacement**

INTRODUCTION

Siskiyou County Public Works is seeking qualified Contractors to provide renovations for the Hibbard Baseball Field. There are three different renovation items associated with this bid. Each item is unique; therefore, it is mandatory that all bidders attend the pre-bid meeting / job walk. The Hibbard Baseball renovation will consist of replacing the existing well pump, field irrigation system, field lights and outfield fencing. The end result will be a water and energy efficient baseball field.

- a. Hibbard Baseball field is indicated on figure 1.
- b. Timeliness
 - a. Work **must** be performed between September 22, 2022 and December 15, 2022.
 - b. Work will be completed before December 30, 2022.
 - c. Provide clear timeline for work as part of bid package.
- c. Budget – The proposed renovations have a maximum budget for construction of \$172K.

All Bidders must be Contractors holding a valid State of California Contractor's license to perform the required work as provided by the Business and Professions Code. The Contractor's license(s), number(s), and expiration date(s) must be provided.

Prevailing wages will apply as specified by the California Department of Industrial Relations (DIR). California State Prevailing Wage information is available through the California DIR websites below:

- DIR FAQ: http://www.dir.ca.gov/OPRL/FAQ_PrevailingWage.html
- DIR Wage Determination: <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>

Prior to submitting a bid for a Public Works Project, Contractor and all subcontractors must be registered with the Department of Industrial Relations (DIR) and qualified to perform public work pursuant to Labor Code section 1725.5, subject to legal exceptions and Labor Code section 1771.1.

Public Works contracts will be subject to compliance monitoring and enforcement by the DIR pursuant to Labor Code section 1771.4. Additional information may be found at the DIR website: <http://www.dir.ca.gov/public-works/PublicWorksSB854.html>

FIGURE 1:



Specifications for the Hibbard Baseball Field Renovation:

The following is an outline of anticipated tasks required to complete the renovations. All work shall be completed by contractors holding appropriate licenses in California for the type of work to be completed.

1. Fencing.

- a. Remove and dispose of approximately 600' of the existing outfield fencing, and replace existing fence post as needed to accommodate new fencing.
- b. Replace with dark green 9-gauge chain link fencing with privacy slats.
 - Approximately 100 ft. of center field fencing will be raised to 12 ft. high and moved back 5-10 ft.
 - Remaining 500 ft. of fencing will be 6 ft. height, dark green with privacy slats.
- c. Restretching two gates with slatted chain link.

2. Lighting.

- a. Remove existing lighting on all (8) poles, which will be donated to Yreka Little League.
- b. Purchase and Install (5) new 500W LED Outdoor Stadium Lights on each existing pole.
- c. Replace all wiring within the existing conduit from the weatherhead up to the new outdoor stadium lights.
- d. Adjust the new stadium lights for complete field coverage.

3. New Pump and In-ground Irrigation.

- a. Purchase and install a new 60 gallons per minute pump and in-ground irrigation system.
- b. Compact and sod areas that were impacted during installation of the new irrigation system.
- c. Debris to be disposed of at an approved location, coordination with County personnel.
- d. Contractor will test new pump and in-ground irrigation system to make sure both are in good working order and providing proper field coverage.
- e. Contractor will provide warranties and recommended maintenance procedures.

PRE-SUBMITTAL ACTIVITIES

THERE WILL BE AN INFORMATIONAL MEETING / JOB WALK on Thursday, July 21, 2022 beginning at 8:00 a.m. Prospective proposers are required to meet at Hibbard Field located at Sharps Lane, Yreka Ca 96097.

The meeting / job walk will be held to allow for questions and clarifications concerning the County's RFP process and subsequent contract award. A thorough reading of the RFP along with job site location inspection should be performed by the prospective contractors prior to the pre-bid meeting / job walk. Site inspections will allow the prospective proposers to become familiar with all conditions that may affect the performance and cost of the contract. This meeting will also be an opportunity for contractors to get clarification on location and specifications of the areas where work is to be done. Failure on the part of any contractor to familiarize themselves with all conditions shall not constitute a basis for subsequent contract adjustment(s).

Before submitting a bid, the bidder must (i) examine the Contract Documents thoroughly; (ii) visit the site and the locality where the work is to be performed to familiarize themselves with local conditions that may in any manner effect the cost, progress or performance of the work in strict accordance with the Contract Documents; (iii) familiarize themselves with state and local laws, ordinances, rules and regulations that may in any manner affect the cost, progress or performance of the work in strict accordance with the Contract Documents; and (iv) study and carefully correlate bidder's observations with the Contract Documents.

PROPOSAL REQUIREMENTS

Successful proposals must include the below unmodified forms in the listed order.

- 1. Proposal to the Board of Supervisors of Siskiyou County**
- 2. Bid Schedule of Bid Prices**
- 3. Statement of Qualifications**
- 4. List of Subcontractors**
- 5. Principals to Proposal**
- 6. Bidder's Bond**
- 7. Acknowledge of Addenda**
- 8. Public Contract Codes**
- 9. Information Required of Bidders**
- 10. Statement of Insurance Coverage**
- 11. Bidder's Statement of Previous Contracts**
- 12. Non-Collusion Affidavit**

Each bidder must complete, sign and submit with their bid all forms and certifications listed above. The Proposals shall be submitted in accordance with the instructions detailed in this RFP. Proposers shall file all documents necessary to support their proposal and include them in their proposal. Proposers shall be responsible for the actual delivery of proposals on Thursday, August 18, 2022 at 10:00 a.m. to the address indicated in the Notice to Bidders. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled

deadline for submittal of proposal.

Cost Proposal

Price quoted shall remain firm for the life of the contract and include all costs requested on the Cost Proposal. Contractors are required to submit a cost proposal on **ALL** items. Proposed submittals must respond to **ALL** items to be considered. However, it will be the Siskiyou County Public Works Department that determines whether a proposal is responsive and/or whether to waive any deviation in its sole and absolute discretion. This Request for Proposals shall result in a firm, fixed price contract.

In case of default by the Contractor, the Siskiyou County Public Works may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the prices named in the contract or purchase order and the actual cost to the Siskiyou County Public Works. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. All prices and proposals must be in ink or typewritten. No pencil figures or erasures are permitted. Mistakes may be crossed out and corrections inserted adjacent to; but corrections must be initialed in ink by the person signing the proposal. All proposals must be signed with the firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

Proposers' Qualifications/Experience

Proposals must include definitive information regarding the experience and qualifications of the proposing firm. Offers will be accepted only from Proposers who have an adequate number of employed trained service personnel in order to provide satisfactory service specified under the proposal specifications and subsequent contract award.

Non-Collusion Affidavit

The Contractor declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or a sham; that the Contractor has not directly or indirectly induced or solicited any other contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else, to put in a proposal or that anyone shall refrain from proposing; that the Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Contractor or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or that of any other contractor, 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 proposal are true; and, further, that the Contractor has not, directly or indirectly, submitted his or her proposal price or any breakdown, or the contents or divulged information or data relative, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent to submit a sham proposal.

REQUIRED PROPOSAL SUBMITTALS

The proposal must have the attached forms (Proposal to the Board of Supervisors of Siskiyou County, Bid Schedule of Bid Prices, Statement of Qualifications, List of Subcontractors, Principals to Proposal, Bidder's Bond, Acknowledge of Addenda, Public Contract Codes, Information Required of Bidders, Statement of Insurance Coverage, Bidder's Statement of Previous Contracts, and Non-Collusion Affidavit) filled out, executed and submitted with bid.

One (1) original and two (2) copies of the proposal are required for submittal. The original proposal must be clearly marked and contain original signatures and must be easily reproducible on a standard copying machine. Failure to provide all required submittals in completed form and/or a clearly marked original copy with original signatures may result in a proposal being found non-responsive and given no consideration. Proposals must be neat, complete, and fully address cost, Proposer qualifications and references.

DESIGNATED CONTACT: Proposer is required to indicate in the proposal, the Designated Contact individual's name, address, phone number(s) with extension(s) and email address. This information, as part of bidders expressed interest, must be emailed to Kyla Burton, kburton@co.siskiyou.ca.us

All questions shall be submitted in writing to Kyla Burton (via email) by July 28th, 2022 at 4:00 p.m. Addendum will be issued by August 4th, 2022 by 3:00 p.m.

ESTIMATED SCHEDULE

Proposal Date	June 21, 2022
Pre-bid Informational Meeting	July 21, 2022 at 08:00 a.m.
Questions Deadline	July 28, 2022 at 04:00 p.m.
Addendum released	August 4, 2022 by 03:00 p.m.
Proposals Due	August 18, 2022 by 10:00 a.m.
Selection and Notification	August 25, 2022
Award of Contract (Tentative)	September 20, 2022

EVALUATION OF PROPOSALS

Proposals must fully address all areas requested; contain complete technical submittals, references, data to verify qualifications and experience. **Proposals without complete submittal data will be considered non-responsive.**

The County also reserves the right to cancel or re-issue the RFP at its sole discretion. Proposers shall respond to the final written RFP and any exhibits, attachments and

amendments. All Proposers shall verify if any addendum for this project has been issued by the County. It is the Proposer's responsibility to ensure that all requirements of addendum(s) are included in the Proposer's submittal. Once all the proposals are reviewed and the lowest proposal is determined, the Director of Public Works will deliver a written Notice of Award to the Successful Proposer (Contractor).

The County reserves the right to reject any and all proposals and the right to waive minor irregularities in any proposals. Waiver of one irregularity **does not** constitute waiver of any other irregularities. The review of all proposals for completeness is expected to be completed fourteen (14) business days after bid opening.

DELIVERABLES REQUIRED OF SUCCESSFUL CONTRACTOR

The Successful Contractor(s) shall enter into a Non-Professional Services Agreement (sample copy attached) with Siskiyou County Public Work and submit the following items ***within seven (7) business days of notice of award:***

1. Copy of business license;
2. Copy of Certificate of Insurance and Endorsement which shows compliance with the attached requirements and naming the County of Siskiyou as an additional insured;
3. Performance and Payment Bonds
4. Guaranty
5. Certification-Prevailing Wages
6. Certification of Knowledge – Labor Code Section 3700
7. Fair Employment Practices Certification
8. Drug-free Workplace
9. A completed work schedule for the project.

INSTRUCTIONS TO BIDDERS

Terms Defined

Terms used in these Instructions to Bidders, which are defined in the General Conditions, have the meaning assigned to them in the General Conditions.

The term "Successful Bidder" means the lowest, best cost and responsible bidder to whom the County makes an award of contract on the basis of the County's evaluation as hereinafter provided. Pursuant to Public Contract Code Section 3400 and the Contract Documents, all specifications shall be deemed to include the words "or equal," provided however; permissible exceptions hereto shall be specifically noted in the specifications. [P.C.C. Section 34001]

Qualifications of Bidder

Before submitting a bid, the Bidder shall be licensed to perform as Prime Contractor in

accordance with the provisions of the Contractors State License Law, California Business and Professions Code Section 7000 et seq. As evidence of such qualification, the Bidder shall record on his Bid Proposal the number; classification and termination date of all necessary State licenses. Necessary County licenses may be secured after the bids are opened, but prior to executing the contract. [P.C.C. Section 3300 & B. & P. Code Section 7000 ET seq.]

In order for the County to determine the Successful Bidder, the Bidder must be prepared to submit in writing, within seven (7) days after being requested to do so by the County. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the County that the Bidder is the lowest responsible Bidder properly qualified to carry out the contract.

Examination of Contract Documents and Sites

Before submitting a bid, the Bidder must (i) examine the Contract Documents thoroughly; including without limitation the Agreement wherein each of the other Contract Documents is identified; (ii) visit the sites and the locality where the work is to be performed to familiarize himself with local conditions that may in any manner effect the cost, progress or performance of the work in strict accordance with the Contract Documents; (iii) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect the cost, progress or performance of the work in strict accordance with the Contract Documents; and (iv) study and carefully correlate Bidder's observations with the Contract Documents.

Pursuant to Public Contract Code Section 3400 and the Contract Documents, all specifications shall be deemed to include the words "or equal", provided however; permissible exceptions hereto shall be specifically noted in the specifications. [P.C.C. Section 34001] Reports, if any, of investigations of physical conditions at the work sites or otherwise effecting cost, progress or performance of the work, which have been relied upon by staff in preparing the specifications, are identified in the General Conditions or Scope of Work. The County will make copies of such reports available to any Bidder upon request. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his bid, the Bidder shall, at their own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his bid for performance of the work in strict accordance with the Contract Documents.

All questions about the meaning or intent of the Contract Documents shall be submitted to the Director of Public Works in writing not less than seven (14) days prior to the date for the opening of bids.

All interpretations shall be issued by written addenda, which will be answered in writing via e-mail to all Contractors who are on document holders list. Failure of the Bidder to receive any such addenda shall not relieve the Bidder from any obligation under their bid as submitted.

Only interpretations issued by written addenda will be binding: all such addenda shall become part of the Contract Documents. Interpretations issued orally or by any means other than as specified in this section shall be without legal effect.

Bid Proposal

Each bid must be on a "Bid Proposal" furnished by the County as part of the Contract Documents. Any change in, or addition to the Bid Proposal or any modifications of the Bid Proposal which is not specifically called for in the Contract Documents or the omissions from the Bid Proposal of any information or response which is specifically called for in the Contract Documents may result in the County's rejection of the bid as not being responsive to the Notice inviting Bids.

All blanks in the Bid Proposal must be appropriately responded to. If an answer or other response to a blank is not applicable, the blank shall be responded to with "N/A".

The Bid Proposal must be completed in ink or in typewritten form. The bid sum and all bid amounts on the form must be stated in words and numerals: in case of a conflict, words will take precedence. The Bid Proposal must not contain any erasures, interlineations or other corrections, unless each such correction is suitably authenticated by affixing in the margin, immediately opposite the correction, the surname(s) of the person(s) signing the bid. The Bid Proposal and each attachment thereto shall be executed in the manner required by the hereinafter section titled "Signatures."

No person, including without limitation, any individual, partnership or corporation, shall make, file or be interested in more than one bid for the work unless alternate bids are specifically called for. A person that has submitted a sub bid to a Bidder that has quoted prices of materials to a Bidder is not disqualified from submitting a sub bid or quoting price to other bidders or making a prime bid.

The bid shall be enclosed in a sealed envelope, marked with the project identification, name of Bidder, address of the Bidder and shall be accompanied by the Bid Bond and other required documents. If the bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

Any bid received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened. The County is not responsible for any delays in Postal Service which cause a late/non-responsive bid.

Bid Bond:

Each proposal shall be accompanied by a bid guarantee equivalent to ten percent (10%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the Bidder will, upon acceptance of his bid, execute such Contractual documents as may be required within the time specified.

Performance and Payment Bonds:

- A. The successful bidder (Contractor) agrees to furnish a performance bond for one hundred percent (100%) of the Contract price. This bond is one that is executed in connection with a Contract to secure fulfillment of all the Contractor's obligations under such Contract.
- B. The Contractor agrees to furnish a payment bond for one hundred percent (100%) percent the

Contract price. This bond is one that is executed in connection with a Contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the Contract.

Withdrawal of Bids

The Bidder may withdraw their bid by submitting a letter duly executed in the manner that a bid must be executed and delivered to Siskiyou Public Works at any time prior to the opening of bids.

Bids to Remain Open

All bids to remain open for sixty (60) days after the date of the opening of bids. Prior to that date, the County: (i) may, at its sole discretion, release any bid and return the Bid Bond, or (ii) shall release any bids and return all Bid Bond, upon the Successful Bidder's furnishing the required bonds and certificate and other required documents and return to the County the required number of executed copies of the Agreement.

Award of Contract

The County reserves the right to reject any and all bids. The County also reserves the right to reject any bid that is not in strict accordance with the Contract Documents or, in the alternative, to waive any irregularity or informality in any bid or in the bidding. Discrepancies between words and numerals shall be resolved in favor of the correct sum; discrepancies between the indicated sum of any column of figures and the correct sum thereof shall be resolved in favor of the correct sum. [P.C.C. Section 20166]

If the contract is to be awarded, it shall be awarded to the lowest responsible Bidder. The County may conduct such investigations as it deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the Bidders. The award, if made, will be within sixty (60) days after the opening of bids.

Delivery of Agreement

Within fifteen (15) days of the Bid Opening, the apparent lowest Bidder shall sign and deliver at least two (2) counterparts of the Agreement to the Director of Public Works so that it may be approved by the Siskiyou County Board of Supervisors and signed by the Board Chair at the Board of Supervisor meeting on September 20, 2022. Shortly thereafter, the Contractor shall submit the Payment Bond, Performance Bond, Certificate Regarding Worker's Compensation, Insurance Certificates, proof of a valid business license and any other documents required by the Contract Documents. The bonds and workers' compensation certificate shall be submitted on the forms which are part of the Contract Documents; no substitutions shall be accepted.

If the Successful Bidder fails to execute and deliver the Agreement and furnish the required bonds, certificates and other documents within fifteen (15) days after the award of the contract by the County Council, the County may void the award of the contract and the Bid Bond of the Bidder shall be forfeited, except as provided by California Public Contract Code Section 20174. [P.C.C. Section 20174]

Signatures

The Contract Documents and all attachments thereto shall be executed in the following manner:

If the bidder is:

1. **An individual**, in the name of the individual and if doing business by a fictitious name, the fictitious name and, if the document is the Bid Proposal or Agreement, the business address and telephone number of the individual must be shown below the signature.
2. **A partnership**, in the partnership name and signed by a general partner, whose title must appear under the signature and, if the document is the Bid Proposal or Agreement, the business address and telephone number of the partnership must be shown below the signature.
3. **A corporation**; in the corporate name by a duly authorized officer or agent accompanied by evidence of authority to sign and the corporate seal must be affixed and attested by the secretary or an assistant secretary. If the document is the Bid Proposal or Agreement, the state of incorporation shall be shown below the corporation name, and the corporate address and telephone number shall be shown below the signatures.

Attorneys in fact who sign any Contract Document or any attachment thereto must file with the document a certified copy of their Power of Attorney to sign said document.

All signatures must be in ink and all names must be typed or printed below the signature and must be acknowledged before a notary public. A notary's certificate of each acknowledgment must be filed with the document.

Time for Commencement and Completion

Unless otherwise specified in the General Conditions, the Contractor shall:

1. Within **thirty (30) days** after the award of the Contract, Contractor shall commence work, but not before fully complying with requirements hereof; and
2. Diligently prosecute the work to completion after the commencement of work. This contract shall begin on or about **September 26, 2022**.

Upon written request of the Contractor, and if approved in writing by the Siskiyou County Public Works Designee, the time for commencement, completion or both may be extended.

GENERAL CONDITIONS

Permits and Codes

The selected Contractor will comply with all laws, codes, rules and regulations of the State, and County, and City applicable to the work to be performed. The Contractor, who shall pay all lawful charges, shall obtain all permits lawfully required.

Pursuant to California Labor Codes Section 1770 et seq., copies of the determination of the Director of the Department of Industrial Relations of the general **prevailing rate** of per diem

wages for each craft, classification and type of workman needed to execute the work are on file in, and available to any interested person or on request at the Department of Industrial Relations website, <https://www.dir.ca.gov/public-works/prevailing-wage.html>, and are hereby incorporated herein, and made a part hereof as through set forth in full.

Pursuant to California Civil Codes Section 3248, the Successful Bidder shall furnish to the County at the time of execution of the contract a Payment Bond in the amount equal to one hundred percent (100%) of the contract price.

Pursuant to California Public Contract Codes Section 22300, substitution of eligible and equivalent securities for any moneys withheld to insure performance under the contract for the work to be performed will be permitted at the request and expense of the Successful Bidder, unless otherwise prohibited by law.

(Labor Code Section 1770 et seq.
Civil Code Section 3248
P.C.C. Section 20160 et seq. 22300)

Work Schedule

Contractor is to provide the County with a "Complete Project Work Schedule" describing work that must be completed and at what time. The Contractor shall conduct all operations during the hours of 8:00 a.m. to 5:00 p.m., five (5) days per week, unless otherwise approved by the County. The Contractor shall provide sufficient personnel to perform all work.

The Contractor is responsible for (a) having thoroughly investigated and considered the scope of work to be performed, (b) carefully considering how the services should be performed, and (c) fully understanding the facilities. Contractor is responsible to investigate the site and be fully acquainted with the conditions of the site. Should the Contractor discover any latent or unforeseeable conditions, which will materially affect the performance of services, Contractor shall immediately inform the County of such fact and shall not proceed except at Contractor's risk until written instructions are received from the County.

Compliance with Law

All services rendered shall be provided in accordance with all ordinances, resolutions, statutes, rules, regulations of the County, and any Federal, State, or local governmental agency having jurisdiction in effect at the time service is provided. Contractor is responsible for obtaining all permits and licenses required to perform the work.

Payment

Payment for all services shall be made based on the bid price. Invoices shall be paid by the County within thirty (30) days of receipt, unless audited by the State Department of Parks and Recreation Audits Office, at which time the Contractor may be asked to provide additional information prior to payment being issued.

The County may deduct from any amount payable to Contractor (a) any amounts of payment which may be in dispute, (b) any amounts necessary to compensate the County for any losses,

costs, liabilities, or damages suffered by the County, and (c) all amounts for which the County may be liable to third parties, by reason on Contractor's acts or omissions in performing or failing to perform Contractor's obligations as part of the contract. Any failure of the County to withhold payments due for such cause, shall not affect the obligations of the Contractor.

Payment Deductions for Contractor Non-Compliance

- a) If in the judgment of the County, Contractor has failed to perform any of its duties or obligations of these specifications; the County, at its option, in addition to, or in lieu of, any other remedies set forth in these specifications, may withhold the entire monthly payment or deduct pro-rata from Contractor's invoice for work not performed after providing Contractor with written notice identifying the duty(ies) or obligation(s) not performed and the time period Contractor may have to cure the duty(ies) or obligation(s).
- b) If the deficiency(ies) identified by the County are of a type that is susceptible to being corrected by Contractor, the County shall provide the Contractor with forty-eight (48) hours to cure the deficiency(ies), unless in the sole opinion of the County, the deficiency(ies) causes an immediate danger to the health, safety, or general welfare of the County in which case the County may at its option use whatever means the County deems reasonable to correct the deficiency(ies). If the Contractor corrects the problem within the cure period specified, then the County shall pay Contractor the amount retained with the next payment due Contractor. Otherwise, the County shall retain the amount withheld.
- c) The amount to be retained by the County shall be determined in the sole discretion of the County. Notwithstanding the foregoing, to the extent possible, the County will use the unit prices set forth in the Contractor's bid in determining the amount to be retained.
- d) The right to withhold payment shall not be construed as a penalty but as an adjustment of payment to Contractor to recover County costs due to the failure of the Contractor to complete or comply with the provisions of these specifications. County has the right, but not the obligation, to use the funds retained to correct Contractor's deficiency(ies). The right of the County to withhold payment shall be in addition to any other remedies herein provided or available under applicable law, including the right to terminate the contract.

Disputes Pertaining to Payment for Work

Should any dispute arise with respect to the true value of any work done, of any work omitted, or any extra work which Contractor may be required to do, or with respect to the size of any payment to Contractor during the performance of this contract, such dispute shall be decided by the Public Works Director.

Deductions for Uncorrected Work

If the County deems it inexpedient to correct work done not in accordance with the contract, an equitable deduction will be made from the contract price.

Or Equal

In the event Contractor furnishes an "or equal" material more expensive than that specified in the

bid form, the difference in cost of such material so furnished shall be borne by Contractor, pursuant to California Public Contract Code Section 3400. [P.C.C. Section 3400]

Term of Contract

The term of the contract shall be for the length of the work. Prior to award of contract, Contractor selected shall agree and sign the attached contract and forms.

Insurance Requirements

Before performing any work under the Contract, the Contractor shall obtain and maintain at no expense to the County, a policy of Public Liability and Property Damage insurance from a company duly licensed and authorized to do insurance business in the State of California for the term of this Contract. The policy shall name the County of Siskiyou, as Additional Insureds. With respect to Subcontractor's operations, Contractor shall procure, or cause to be procured in their own behalf, similar coverage. General Liability limit shall be not less than one-million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is issued, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Insurance policy(ies) must be Primary Insurance and shall not be canceled without providing the County of Siskiyou and thirty (30) days prior written notice.

Copies of insurance certificates shall be provided to the County prior to the notice-to-proceed (NTP) being issued for the Project.

In addition, the Contractor shall obtain and maintain Automobile Liability and Workers' Compensation Insurance in compliance with the laws of the State of California, and file Certificates of Insurance with the County of Siskiyou.

Certificate(s) of Insurance shall be issued to:

County of Siskiyou
Office of Risk Management
1312 Fairlane Road, Suite 1
Yreka, California 96097

Knowledge of Applicable Laws Including Labor and Worker's Compensation

Contractor shall remain knowledgeable of applicable local, state and federal laws and regulations, which may affect those, employed by it or in any way affect the performance of its services pursuant to this contract.

Compliance with Regulations

Contractor shall observe and comply with all such laws and regulations affecting its employees including but not limited to: labor, worker's compensation, etc. State of California laws shall govern all rights and duties of the successful contract and the County under the contract entered into pursuant to the RFP. County and its officers and employees shall not be liable at law or in equity as a result of any failure of Contractor to comply with this section.

Reporting Requirements

Reporting requirements include but are not limited to, invoicing of work performed. All works performed shall be approved and authorized by Siskiyou County Public Works officials or designee. Invoice shall include, at a minimum, a work/cost estimate, final actual invoice listing part(s) and cost, labor description, labor hourly units, and cost.

Access to Records and Reports

Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by the County that relate to the performance of services under this contract. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of County or its designees at reasonable times to such books and records. Also shall give the County the right to examine and audit said books and records, and shall permit the County to make transcripts there from as necessary, and allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of five (5) years after receipt of final payment.

Non-Exclusivity of Awarded Contract

It shall in no way be construed that any contract to be awarded hereby is or shall be the sole or exclusive contract for services into which the County may enter. The Contractor has no exclusive rights granted per this contract.

Right of Refusal

The County reserves the right in its sole and absolute discretion to reject any and all proposals or items therein.

Pre-Contractual Expense

The County is not responsible for any pre-contractual expense generated due to the submission of the bid.

Workers' Compensation

Proof of Worker's Compensation shall be provided to the County prior to commencement of work for said contract.

Warranty

Besides warranties and guaranties otherwise required by the Contract Documents, Contractor warrants and guarantees all work for a period of twelve (12) months after date of acceptance of work by the County and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship, materials or both within twelve (12) months from date of acceptance without expense whatsoever to the County, ordinary wear and tear, usual abuse or neglect excepted. The Director will give notice of observed defects with reasonable promptness. Contractor shall notify the Director upon completion of repairs.

- (A) In the event Contractor fails to commence the corrective work within ten (10) days

after being notified in writing to do so by the Director and execute the corrective work in a timely completion, the County may prosecute to have defects corrected and made good at the expense of Contractor who shall pay costs and charges therefore immediately on demand.

(B) If in the opinion of the Director, defective work creates dangerous condition or requires immediate corrective work to prevent further loss to the County or to prevent interruption of operations of the County, the Director shall give the appropriate notice required by this section. If Contractor cannot be contacted or does not comply with the County's request for correction within two (2) weeks as determined by the Director, the County may, notwithstanding the provisions of this Section, proceed to make such corrective work, and the Contractor shall be liable for costs of such corrective work. Such action by the County will not relieve Contractor of the warranties and guaranties provided in this Section or elsewhere in the contract.

(C) This section does not in any way limit the warranty or guaranty on any material for which a longer warranty or guaranty is specified in the Contract Documents or on any items for which a manufacturer gives a warranty or guaranty for a longer period. Contractor shall furnish the Director with all appropriate warranty and guaranty certificates upon completion of the work.

Liens

No materials; supplies, tools or equipment for work under this contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest herein or in any part thereof is retained by seller or supplier. Contractor warrants valid title to all materials installed or incorporated in the work by Contractor or any subcontractor and agrees upon completion of all work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by him or her, to the County free from any claims, liens; or charges. Contractor further agrees that neither itself nor any person, firm, or corporation furnishing any materials, supplies, tools, equipment or labor for any work covered by this contract shall have any right to lien upon the premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivisions title to which is commonly retained by utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise the County as to owner thereof. Nothing contained in this article, however, shall defeat or impair the rights of persons furnishing material or labor under any bond given by Contractor for their protection or any rights under any law permitting such persons to look to funds due Contractor in the hand of the County, and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

Liquidated Damages

The sum that the Contractor shall pay to the County as liquidated damages is two-hundred-fifty dollars (\$250.00) per calendar day. Liquidated damages shall be deducted from any payments due or to become due to the Contractor under the terms of this contract. (Government Code Section 53069.85) Progress payments made by the County after the time allowed completing the work shall not constitute a waiver of liquidated damages by the County.

Subcontracting

Contractor agrees to bind every subcontractor by the terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this contract, Contractor shall be as fully responsible to the County for acts and omissions of every subcontractor and of persons either directly or indirectly employed by every such subcontractor, as he is for acts and omissions of persons directly employed by himself. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the County.

County Consent to Subcontract

The County's consent to, or approval of, any subcontractor under the contract shall not in any way relieve Contractor of its obligations under the contract and no such subcontract or approval thereof shall be deemed to waive any provision of the contract between the County and Contractor. Payment for extra work performed shall be as agreed by the Contractor and the County. Compensation for material will not exceed Contractor cost plus ten percent (10%). Contractor must provide invoice copies to be compensated for material and must provide employee timesheets in order to be compensated for labor at the extra work rate. If any part of Contractor's work depends on proper execution or results upon the work of any other contractor, Contractor shall inspect and promptly report to the Director any defect in such work that renders it unsuitable for such proper execution and results. Failure to do so shall constitute a waiver by Contractor of any claim of delay caused by events beyond Contractor's control.

Contractor's Responsibilities

If any part of Contractor's work depends for proper execution or results upon work of any other contractor. Contractor shall inspect and promptly report to the Project Manager any defects in such work that render it unsuitable for such proper execution and results. His failure to do so shall constitute a waiver by Contractor of any claim of delay caused by events beyond Contractor's control.

Authority of Director

The Director or Designee shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work, and shall decide all questions which may arise as to the interpretation of the drawings and specifications, and all questions as to the acceptable fulfillment of the contract on the part of the Contractor, and as to compensation. This decision shall be final and the Director or Designee shall have authority to enforce and make effective such decisions and orders.

The Director or Designee shall interpret the meaning of any part of the contract and/or specifications about which any misunderstanding may arise and his/her decision will be final. Should there appear to be any error or discrepancy in or between the contract and/or specifications, Contractor shall refer the matter to the Director for adjustment before proceeding with the work. Should Contractor proceed with the work without so referring the matter, they do so at their own risk.

Communication with County

Contractor shall designate one (1) person as the representative of Contractor authorized to act on its behalf with respect to this specified work. The Siskiyou County Public Works, through a Designated Representative, shall make inspections on a weekly or other frequent basis, or as often as necessary to ensure that complete and continuous maintenance is fulfilled. Contractor shall be required to attend meetings with County staff to review Contractor's performance and the condition of all maintenance areas. Dates and times of meetings shall be set by the County and the Contractor. These meetings are not to substitute for Contractor's responsibility to regularly inspect areas. The Contractor shall submit weekly inspection reports signed by the Contractor's representative that shows that all areas have been inspected that week, which areas are out of conformance. The Contractor shall submit a written report each month stating all contract work completed. The report shall show the work completed during each week contract work was accomplished, and shall be submitted with and cover the same work as the Contractor's billing statement for the previous month's work. Failure to submit reports by the tenth (10th) of each month shall result in deductions.

Extra Work

The County may request extra work from the Contractor as needs arise. Contractor will only be compensated for work which is approved in writing by the County in advance. The County reserves the right to accomplish extra work with County forces or with other contractors instead of this Project Contractor. Upon notification that extra work will be required, the Contractor shall submit an itemized, written cost proposal for such work to the County. The County shall retain the right to reject such cost proposal and perform the extra work with County forces or other contractors. Should the proposal be acceptable to the County, the Contractor shall be advised in writing and upon receipt of such written notification shall begin the work within five (5) working days or as agreed to between the Contractor and the County. The Contractor shall do such work in accordance with the agreement for extra work and the provisions of these specifications and shall furnish all labor, materials and equipment.

Payment for extra work performed shall be as agreed by the Contractor and the County. Compensation for material will not exceed Contractor cost plus ten percent (10%). Contractor must provide invoice copies to be compensated for material and must provide employee timesheets in order to be compensated for extra work performed.

PROPOSAL FORMS TO BE SUBMITTED WITH BID

The following forms must be filled out, executed and submitted with Bid.

**THE COUNTY OF SISKIYOU
DEPARTMENT OF PUBLIC WORKS
STATE OF CALIFORNIA**

**PROPOSAL TO THE BOARD OF
SUPERVISORS OF SISKIYOU COUNTY**

**STATE CONTRACT NO.C9801107
PROJECT # 18-47-006**

NAME OF BIDDER _____

BUSINESS ADDRESS _____

PLACE OF RESIDENCE _____

DESCRIPTION OF WORK

The renovation work will consist of removing, and replacing the existing well pump, field irrigation system, lights and outfield fencing.

NOTE: Bids are required for the entire work as described above. Award of Contract, if awarded, shall be to the lowest qualified Bidder.

LOCATION

This Project is located at Hibbard Field, near the Siskiyou County Fairground on Sharps Lane, Yreka, California.

BID AMOUNT AND UNIT PRICES

The Engineer's Estimate for the project is \$172,000

The amount of the Contractor's Bid and unit prices will be determined as follows:

The Bid shall be determined by multiplying the Bidders unit prices by the estimated quantity and adding the totals. The unit price extensions will be subject to verification and if variations occur between the unit prices and the totals, the unit prices will be considered correct.

All unit prices shall remain in effect for the duration of the Project, except as mutually agreed in Change Orders and/or Supplement Agreements approved by California State Parks and Recreation and signed by the County and the Contractor.

DECLARATION AND BID PRICES

The undersigned, as Bidder, declares that the only persons or parties interested in this Proposal as Principals are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that he/she has carefully examined the location of the proposed work, the Plans, and Specifications herein referred to; and he/she proposes and agrees, if this Proposal is accepted, that he/she will contract with the County of Siskiyou to provide all necessary labor, machinery, tools, apparatus, and other means of construction and to do all the work and furnish all the materials specified in this Contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he/she will take full payment therefor in an amount based on the unit prices specified below for the various items of work, the total value of said work for the Bid, as estimated herein being expressed in words is as follows:

Bid \$ _____

and corresponding to the following amount expressed in figures:

Bid \$ _____

**COST PROPOSAL FOR RENOVATION OF THE HIBBARD BASEBALL FIELD LIGHTS, OUTFIELD FENCE,
IRRIGATION AND PUMP REPLACEMENT**

Provide cost below, include the labor and materials to complete the scope of work (pages 3-5), such as pump, irrigation system, fencing materials, etc. This number should represent the whole cost to complete.

FIELD	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
Well Pump	Purchase and Installation of new pump	LS	1		
In-ground Irrigation System	Purchase and installation	LS	1		
Sod	Purchase and replace in areas that were impacted from replacement of irrigation lines, etc.	LS	1		
Baseball LED Lights	Removal, Purchase and Installation	LS	1		
Outfield Fencing	Removal, Purchase and Installation.	LS	1		
TOTAL COST:					

It is understood and agreed that the quantities of work under each item are approximate only, being given for a basis of comparison of Proposals, and the right is reserved by the County to increase or decrease the amount of work under any item as may be required.

It is further understood and agreed that the total amount of money set forth for each item of work or as the total amount bid for the Project does not constitute an agreement to pay a lump sum for the work unless it specifically so states.

STATEMENT OF QUALIFICATION

1. Number of years of continuous business operation performing Sports Field Renovation Work or similar work? _____ years
2. Is your company a: () CORPORATION () PARTNERSHIP () INDIVIDUALLY OWNED
3. Describe your business base in the immediate geographical area (one hundred (100) mile radius from Hibbard Field):

4. Describe the types of services that you have provided and to which other public agencies in renovation:

5. Provide the TOTAL NUMBER of public agency contracts serviced by your company in 2020/21:

_____ \$50,000 or less

_____ \$50,000 to \$250,000

_____ \$250,000 to \$500,000

_____ Over \$500,000

6. How many full-time employees do you currently have? _____

7. How many supervisors do you currently have? _____

8. Describe the qualifications of supervisory and management personnel who would be responsible for overseeing the contract for the Siskiyou County.

9. List the point of contact for services if you are awarded the contract with Siskiyou County:

Name _____

Title _____

Address _____

Office Phone: _____ Ext _____

Cell Phone _____

Fax Number _____

LIST OF SUBCONTRACTORS
FORM

PURSUANT TO THE PROVISIONS SET FORTH IN TITLE I, DIVISION 5, CHAPTER 2 (Sections 4100-4113, inclusive) of the Government Code of the State of California -- it is required that the Contractor set forth in his Bid the name and principal business address of each Subcontractor who will perform work or labor or render service to the Contractor on or about the construction. Vendors or suppliers of materials, only, are not required to be listed.

If a Contractor fails to specify a Subcontractor for any portion of the work to be performed under the Contract, on or about the construction of the project, in excess of 1/2 of 1% of the Contractor's total Bid, he shall be deemed to have agreed to perform such portion himself, using his own resources and employed personnel and he shall not be permitted to sub-contract that portion of the work, except under the conditions set forth in Section 4107 of the Government Code of the State of California. Subcontractors shall not sublet their work as a whole.

Should the Contractor violate any of the provisions of said Chapter, his so doing will be deemed a violation of his Contract and the awarding authority shall have the right to terminate the Contractor's control over the work. Upon any such violation, the Contractor may be subject to such penalties as are prescribed by Law.

Name and Address of Subcontractor	License No.	DIR License ¹ No.	Description of Work & Reference to Bid Items	Portion of Work (%)

¹ DIR = Director of Industrial Relations

PRINCIPALS TO PROPOSAL

The name of all persons interested in the foregoing Proposal as Principal are as follows:

-- ***IMPORTANT NOTICE*** -- If Bidder or other interested person is a corporation, state legal name of corporation; also names of the President, Secretary, Treasurer, and Manager thereof; if a copartnership, state true name of the firm, also name of all individual copartners composing firm; if Bidder or other interested person is an individual, state first and last names in full.

Licensed in accordance with the provisions of the State of California Contractor's License Law.

License No., Type, and Renewal Date (applicable to this job)

Department of Industrial Relations Contractor Registration No.

Signature of Bidder

Name of Bidder/Firm

Business Address

Business Telephone Number

E-mail Address

Place of

Residence

State of Incorporation, if Incorporated

Date

SS or ID No.

In accordance with Federal legislation, list Social Security No. or Federal Tax Identification No. (unless Incorporated).

Accompanying this Proposal is _____
**(NOTICE: INSERT THE WORDS "CASH(\$___)," "CASHIER'S CHECK,"
"CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAYBE.)**

in amount equal to at least ten percent (10%) of the total of the bid.

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

IMPORTANT NOTICE

If Bidder or other interested person is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and Manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if Bidder or other interested person is an individual, state first and last names in full.

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

License No. _____ Classification(s) _____

COUNTY OF SISKIYOU
DEPARTMENT OF PUBLIC WORKS
BIDDER'S BOND

We,

Principal, and _____ as

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

***THE CONDITION OF THIS OBLIGATION IS SUCH,
THAT:***

WHEREAS, the Principal is submitted to the Obligee, for

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

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

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

Dated: _____, 20____

Principal

Surety

By _____
Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Siskiyou

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

_____, personally appeared _____,

Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of

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

(Seal)

Notary Public

ACKNOWLEDGE OF ADDENDA

_____, the undersigned, hereby acknowledges that

Addenda numbers _____ (Bidder insert number of each Addenda received) have been received and examined as part of these Contract Documents.

Name

Title

Contractor

Signature of Bidder

Date

PUBLIC CONTRACT CODES

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10 28 5.1 (Chapter 376, Stats. 198 5), the Bidder hereby declares under penalty of perjury under the laws of the State of California that the Bidder has ____, has not ____been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The Bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certified to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

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

_____ Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?
Yes _____ No _____

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

Public Contract Code 10232 Statement

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

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certified to criminal prosecution.

**CONTRACTOR'S CERTIFICATION
PUBLIC CONTRACT CODES**

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

Date: _____

Signature and Title of Bidder

Business Address: _____

Place of Business: _____

Place of Residence: _____

INFORMATION REQUIRED OF BIDDERS

A Bidder is required to supply the following information. Additional sheets maybe attached if necessary. If requested by the County, the Bidder shall furnish a financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of his/her current financial conditions, certifying as to its correctness and authenticity and his/her notarized signature.

1. Firm Name _____

2. Representative _____

3. Title _____

4. Business Address _____

5. Place of Residence _____

6. Telephone _____

7. Type of firm: Individual () Partnership () Corporation ()

8. Corporation organized under the law of the State of _____

9. California Contractors License:
No. _____ Type _____

10. Names and titles of all officers of the firm:

11. Years of experience in projects of this type _____.

12. Three (3) projects of this type recently completed:

Contract Amount	Type of Project	Date Completed	Name and Address of Owner
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

13. Person who inspected site of the proposed work for your firm:

Name _____ Date Inspected _____

SISKIYOU COUNTY
RENOVATION OF HIBBARD BASEBALL FIELD
LIGHTS, OUTFIELD FENCE, IRRIGATION AND
PUMP REPLACEMENT

STATEMENT OF INSURANCE COVERAGE

Bidder is required to furnish the following information along with the Bid.

GENERAL LIABILITY INSURANCE COMPANY:

Policy No. _____ Expiration Date _____ Claims Made _____

Insurance Agent's name and telephone No. : _____

VEHICLE LIABILITY INSURANCE COMPANY:

Policy No. _____ Expiration Date _____ Claims Made _____

Insurance Agent's name and telephone No. : _____

WORKER'S COMPENSATION INSURANCE:

Policy No. _____ Expiration Date _____ Claims Made _____

Insurance Agent's name and telephone No. :

NON-COLLUSION AFFIDAVIT

**TITLE 23 UNITED STATES CODE SECTION 112 AND
PUBLIC CONTRACT CODE SECTION 7106**

*TO THE COUNTY OF SISKIYOU
DEPARTMENT OF PUBLIC WORKS*

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, the Bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

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

CONTRACT AND FORMS TO BE SUBMITTED BY SUCCESSFUL BIDDER

CONTRACT

(Public Works Agreement Informally Bid as Authorized by Public Contract Code Section 10122)
(Siskiyou County Standard Form Contract No. 22-___)

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

(See Secs. 26,2) Parties: County
SISKIYOU COUNTY
(Full address)

and

Contractor:
(Full address, phone number)

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

(See Sec. 2) The Scope of Work:

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

(See Sec. 4) Liquidated Damages: \$_____ per calendar day.

(See Sec. 26) Public Agency's Agent: Thomas Deany, Director of Public Works

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

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

2. **WORK CONTRACT, CHANGES.** (a) By their signatures in Section 26, effective on the date set forth in Section 26, these parties promise and agree as set forth in this contract, incorporating by these references the material ("special terms") in Section 1.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

wages and hours, as well as Section 1776 concerning certified payroll records, shall apply to this agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) The Contractor's obligations under this section shall extend to claims arising after the work is completed and accepted if the claims are related to alleged acts or omissions that occurred

during the course of the work. Public Agency's inspection is not a waiver of full compliance with these requirements.

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

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

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

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

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

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

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

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

26. **TERMINATION.** (a) Termination on Occurrence of Stated Events: This Contract shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of Contractor;
2. Death of Contractor.

(b). Termination by Public Agency for default of Contractor: Should contractor default in the performance of this Contract or materially breach any of its provisions, Public Agency, at its option, may terminate this Contract by giving written notification to Contractor.

(c). Termination for Convenience of County: Public Agency shall have the right to terminate all or any part of this Contract for its convenience by providing a notice in writing to Contractor that the Contract is terminated. Upon termination, Contractor shall be reimbursed for its reasonable and necessary costs resulting therefrom which are substantiated by evidence satisfactory to Public Agency. Contractor shall receive no payment for or profit on unperformed work. Public Agency shall be entitled to immediate possession of any plans and work upon termination.

(d.) Contractor's indemnity obligations shall survive the termination or cancellation of this contract.

27. **SIGNATURES & ACKNOWLEDGEMENT.**

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: _____

BRANDON A. CRISS, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

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

By: _____ Date: _____
(Designate official capacity in the business)

(CORPORATE
SEAL)

By: _____ Date: _____
(Designate official capacity in the business)

License No.: _____

(Licensed in accordance with an act providing for the registration of contractors)

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

APPROVED AS TO ACCOUNTING FORM:

FUND ORGANIZATION ACCOUNT ACTIVITY CODE (if applicable)

Diane Olson, Auditor-Controller

Date: _____

(Form approved by County Counsel)

COUNTY OF SISKIYOU DEPARTMENT OF PUBLIC WORKS

PAYMENT BOND

Page 1 of 3

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

WHEREAS, the County of Siskiyou ("County") on _____, 2022 has awarded Construction Contract Number: _____ ("Contract") to the undersigned _____, (hereinafter "Contractor"), for work identified as: _____ which Contract is hereby incorporated into and made a part hereof; and

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

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

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

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

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

PAYMENT BOND

Page 2 of 3

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

IN WITNESS THEREOF, we have hereunto set our hands and seal this ____ day of _____, 2022.

(Firm Name – Principal)

Affix Seal if Corporation

(Business Address)

By _____
(Original Signature)

(Title)

(Corporation Name – Surety)

Affix Corporate Seal

(Business Address)

By _____
(Signature – Attached Notary’s Acknowledgment)

ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

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

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

PAYMENT BOND

Page 3 of 3

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, County of Siskiyou

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

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

(SEAL) Notary Public

COUNTY OF SISKIYOU DEPARTMENT OF PUBLIC WORKS

PERFORMANCE BOND

Page 1 of 3

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

WHEREAS, the County of Siskiyou ("County") on _____, 2022 has awarded Construction Contract Number: _____ ("Contract") to the undersigned _____, (hereinafter "Contractor"), for work identified as: _____ ("Work") which Contract is hereby incorporated into and made a part hereof; and

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

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

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

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

PERFORMANCE BOND

Page 2 of 3

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

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

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

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

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

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

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

IN WITNESS THEREOF, we have hereunto set our hands and seal this ____ day of _____, 2022.

Affix Seal if Corporation

(Firm Name – Principal)

(Business Address)

PERFORMANCE BOND

Page 3 of 3

By _____
(Original Signature)

(Title)

(Corporation Name – Surety)

Affix Corporate Seal

(Business Address)

By _____
(Signature – Attached Notary’s Acknowledgment)

ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

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

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

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, County of Siskiyou

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

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

(SEAL) Notary Public

SISKIYOU COUNTY INSURANCE REQUIREMENTS

1. CONTRACTOR'S LIABILITY INSURANCE

A. The Contractor will indemnify and hold harmless the County and all other participating public agencies, whether or not said participating agencies are named herein, and all officers and employees of the County and said participating agencies, against any and all claims, demands, causes of action, damages (including damages to County property and property of said participating agencies) cost or liabilities (including cost of liabilities of the County employees), in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from or caused by the performance of the contract, whether such performance by the Contractor, his/her subcontractor or anyone directly or indirectly employed by him/her, except the active negligence of the County or other participating agencies, and the Contractor shall, at his/her sole risk and expense, defend any and all suits, actions or other legal proceedings which may be brought or instituted by third persons against the County, said participating agencies, their officers and employees on any such claim, demand or cause of action, and the Contractor shall pay and satisfy and judgement or decree which may be rendered against the County, said suit, actions, or other legal proceedings. "Participating public agency" as used in this paragraph, shall mean any agency of the United States, the State of California or any City, County or District which has contributed or agreed to contribute money or services in the preparation of plans and specifications for or to defray the costs of the work, or which has jurisdiction over all or any part of the area in which the work is to be performed.

B. Workers Compensation Insurance: This Insurance policy shall cover the full liability of the Contractor in accordance with the provisions of the Labor Code of the State of California. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for the latter's employees.

C. Contractor shall include all subcontractors as insured under its insurance policies. All insurance coverage for subcontractors shall be subject to all of the requirements stated herein.

2. TYPES OF INSURANCE COVERAGE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, employees or subcontractors.

(1) Insurance Services Office Commercial General Liability coverage (occurrence form C G 0 00 1 11 85) or Insurance Services Office form number G L 00 02 covering

Comprehensive General Liability and Insurance Services Office form number G L 0404 covering Broad Form Comprehensive General Liability.

(2) Insurance Services Office Business Auto C coverage form number CA 00 01 01 87 covering Automobile Liability, code 1 “any auto”.

(3) Workers Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.

3. MINIMUM INSURANCE LIMITS

(1) General Liability: \$500,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is issued, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: \$500,000.00 combined single limit per accident for bodily injury and property damage.

(3) Contractor shall maintain a workers’ compensation plan covering all its employees as required by California Labor Code Section 3700, either through workers’ compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.

4. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention must be declared to and approved by the County. At the option of the County either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5. POLICY ENDORSEMENT

The following endorsement must be attached to the policy:

1. General Liability and Automobile Liability Coverage

(a) The County, its officers, officials, employees and volunteers are to be covered as insured under the policy.

(b) The Contractor's insurance coverage shall be primary insurance as respect the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

2. **All Coverage**

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

6 ***ACCEPT ABILITY OF INSURERS***

Insurance is to be placed with insurers authorized to do business in the State of California and possess at least a Best's A:X rating or be with a company acceptable to the County of Siskiyou.

The policy shall not contain the so-called "x" "c" "u" exclusions. Prior to commencing work under this contract, the Contractor shall furnish the County with certificated of insurance and with endorsements evidencing coverage required by this contract. All certificates and endorsements shall be received and, in County's sole discretion, approved by County before any other term or condition of this agreement is performed by the Contractor. The County reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide a copy of the BEST'S rating sheet showing the rating of the Contractor's insurance company at the time he/she submits the insurance certificates.

GUARANTY

The undersigned guarantees to the County of Siskiyou the construction and installation work for:

Project: Hibbard Field Renovations

State Project No. 18-47-001

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, materials furnished, or methods of installation, or should the work of any part thereof fail to operate properly as originally intended and in accordance with the Bid Proposal, due to any of the above causes, all within twelve (12) months after the date on which this Project is accepted by the County, the undersigned agrees to reimburse the County, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said Project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the County, to replace any such material and to repair said work completely without cost to the County, so that said work will function successfully as originally contemplated.

In the event the County elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be furnished and installed within a reasonable time after the receipt of the demand from the County.

If the undersigned shall fail or refuse to comply with his/her obligations under this Guaranty, the County shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

Name

Title

Contractor

Signature of Bidder

Date

(This Guaranty shall be executed by the successful Bidder. The Bidder may execute the Guaranty on this page at the time of submitting his/her Bid.)

CERTIFICATION-PREAILING WAGE RATES

Bidder has read the General Conditions, with respect to requirements for paying prevailing wages. Bidder certifies that he/she is aware of the amounts of said prevailing wages as set forth by the Director of the Department of Industrial Relations, State of California, and the United States Department of Labor, and that he/she will insure that all workers employed for the Project, either by him/her or by Subcontracts, are paid not less than prevailing wages for all work done on or connected with this Project.

Name

Title

Contractor

Signature of Bidder

Date

CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for the worker's compensation or to under self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this Contract.

Name

Title

Contractor

Signature of Bidder

Date

FAIR EMPLOYMENT PRACTICES CERTIFICATION

(This certification shall be executed by the successful Bidder in accordance with instructions in the Fair Employment Practices requirement prior to award of this Contract. The Bidder may execute the certification on this page at the time of submitting his/her Bid.)

TO: THE COUNTY OF SISKIYOU

The undersigned, in submitting a Bid for performing the following work by Contract, hereby certifies that he/she has or will meet the standards of affirmative compliance with the Fair Employment Practices requirements of the Contract.

(Fill in description of Contract)

Name

Title

Contractor

Signature of Bidder

Date

Business Address

Place of Residence

STATE OF CALIFORNIA
DRUG-FREE WORKPLACE CERTIFICATION
 STD. 21 (REV 12/93) Automated)

CERTIFICATION

I, the official named below, herby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
(Authorized Signature)	DATE EXECUTED
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code)
TITLE	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

The contractor or grant recipient named above hereby certifies with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

10. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
11. Establish a Drug-Free Awareness Program as required by Government Code 8355(b), to inform employees about all of the following:
 1. The Dangers of drug abuse in the workplace,
 2. The person's or organization's policy in maintaining a drug-free workplace,
 3. Any available counseling, rehabilitation and employee assistance programs, and
 4. Penalties that may be imposed upon employees for drug abuse violations.
12. Provide as required by Government Code 8355(c), that everyone who works on the proposed contract or grant:
 1. Will receive a copy of the company's drug-free policy statement, and
 2. Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
13. At the election of the contractor or grantee, from and after the "Date Executed" and until _____ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.