



COUNTY OF CALAVERAS

COUNTY ADMINISTRATION

September 3, 2013

Request for Proposal
Murphys Branch Library
Reroof Project
Project Number: 0903 1001-1002

Proposals Due: **Wednesday, September 25, 2013 at 3:00pm**

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SECTION 1

Invitation

The County of Calaveras is currently soliciting bids for the reroof of the Murphys Branch Library building.

Contractors who submit proposals for this project must be a licensed Contractor in the state of California, and must have or assign as principle on this project a Contractor with a C39 license, and a Calaveras County Business License. Contractor may be required to have a Calaveras Business License to enter into contract for work.

Each bid shall specify each and every item as set forth in the Proposal Specifications. Any and all exceptions must be clearly stated in the bid. Failure to set forth any item in the specifications shall be grounds for rejection.

In order to be considered, three (3) copies, (1 of the 3 copies must be unbound and paper clipped, with no tabs, holes, perforations, or cardboard inserts, suitable for copying with an automatic-feed copy machine) of your proposal satisfying requirements in Section 4, must be received no later than **Wednesday September 25, 2013 by 3:00 pm**, addressed to:

Zachariah Collom
Murphys Branch Library
Project Number 0903 1001-1002
County Administrative Office
891 Mountain Ranch Road
San Andreas, CA 95249

Bidders are cautioned to read the specifications and be sure to quote items which meet specifications. Failure to meet specifications for services will cause the County to not accept the services and no payments will be made.

The RFP is available at <http://adm.calaverasgov.us>. For questions please contact **Zachariah Collom** in the County Administrative Office at (209) 754-6025 or at the following email address: zcollom@co.calaveras.ca.us.

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SECTION 2

GENERAL INFORMATION

Interested firms/individuals are invited to submit proposals for the Murphys Branch Library Reroof project in accordance with the requirements outlined herein. The selected proposer will be required to enter into a formal contract for the subject work. Note that insurance certificates and other pertinent information will be needed in order to enter into the formal agreement. This solicitation in no way obligates the County of Calaveras to award a contract for the services described herein, nor will the County assume any liability for the costs incurred in the preparation and transmittal of proposals in response to this solicitation.

Purpose

This project is intended to replace the Murphys Branch Library roof and ensure its performance in the future.

Project Description

This project will encompass the removal of the existing roof shingles and underlayment, placing new underlayment and new asphalt shingles.

SCOPE OF WORK

The scope of the project includes all services necessary to remove existing roof and install a new roof. The selected contractor will provide project management, project design and services necessary to complete the project scope as described herein. The work shall be in accordance with the requirements of the State and County Codes. More specific requirements of the Scope of Work are described below.

The contractor chosen for this project must be a full service vendor, licensed in the State of California as a C39 contractor, or have on the project a C39 licensed contractor, have any specialty licensing required, have a valid business license in the County of Calaveras, and shall provide to the County all labor, materials, equipment, supplies and expertise necessary to complete the Murphys Branch Library Reroof project.

Contractor Responsibility

Schedule and Facilitate Meetings

- 1 Communicate regularly with the County staff using telephone, email, written correspondence and face-to-face meetings as required throughout the project.
- 2 Attend meetings and present information, as required, with the County's Project Manager and before the County Board of Supervisors.

Review and Update Project Schedule

- 1 The project schedule shall be reviewed and updated by the Contractor after contract is signed. Once Contractor updates schedule it shall be submitted to the County Project Manager for final approval.
- 2 If the project extends for more than 5 working days, the Contractor shall provide the County at a minimum every Friday at 3:00 pm progress reports and any recommended schedule updates.
- 3 The project schedule shall be divided into tasks and subtasks in full detail including, but not limited to; County functions, Contractor functions, subcontractor functions and timeline. The schedule is to indicate anticipated durations for all tasks.

Plans and Specifications

The Contractor shall prepare plans, technical specification and special provisions that describe the project goals and limits.

- 1 The Contractor shall provide any drawing(s), and technical information needed for any permits that are required.

Permits

- 1 The Contractor shall prepare all documents necessary to acquire any permits needed for this project. The Contractor will acquire any and all necessary permits.

Worksite

- 1 The Contractor shall prepare the project site.

- 2 The Contractor is to minimize all disturbances to the Murphys Branch Library. The Branch Library will not be closed during the project.
- 3 Will only have internal access to the building during normal Murphys Branch Library hours.
- 4 Contractor may work on the building Monday through Friday 7:00 am to 5:00 pm. No weekend work will be authorized for this project.
- 5 Contractor must clean work site areas before leaving each day and prior to notifying the County that the project is complete.
- 6 Contractor is responsible for maintaining the security of the building in relation to the project.
- 7 Contractor must maintain the integrity of the roof in the case of weather.
- 8 Contractor is responsible for all safety requirements, maintaining safety and daily safety meetings.
- 9 If Contractor is working after normal County business hours, Contractor shall ensure that all exterior doors are closed and locked before leaving the job site.

County Responsibilities

The County will:

- 1 Provide basic criteria for project design, see specifications.
- 2 Provide copies of available pertinent County record(s) that the County knowingly has in its possession.

Terms and Conditions

Limitations

- 1 This request for proposal does not commit the County to award a contract, to pay any costs incurred in the preparation of the proposal in response to this RFP, or to procure or contract for services or supplies.
- 2 County expressly reserves the right to reject any and all proposals, to waive any irregularity of information in a proposal or in the RFP procedure and to be the sole judge as to the responsibility of any proposer and of the suitability of the materials and or services to be rendered.

- 3 County reserves the right to withdraw this RFP at any time without prior notice. Further, County reserves the right to modify the RFP schedule described herein.
- 4 The County does not guarantee, either expressly or by implication, that any work or services will be required or any contract will be issued as a result of this RFP.

RFP Addendum

- 1 Any changes to the RFP requirements will be made by written addenda issued by the County and shall be considered part of this RFP.
- 2 All Requests for Information (RFI) shall be submitted to the County on the Request for Information Form, form 4.1, no later than September 18, 2013 at 4:00 pm.

Verbal Agreement or Conversation

- 1 No verbal changes or alterations are binding. If it becomes necessary to revise any part of this RFP an addendum will be provided in writing to all proposers. All addenda issued during the proposal period will be incorporated into any resulting contract.

RFP Pre-Contractual Expense

- 1 Pre-Contractual expenses are defined as expenses incurred by proposers and the selected contractor in:
 - Preparing a proposal in response to this RFP
 - Submitting qualifications and proposal to County
 - Negotiations with County on any matter related to proposal and the final contract agreement
 - Other expenses incurred by a proposer prior to the date of award of any contract
- 2 In any event, County shall not be liable for any pre-contractual expenses incurred by any Proposer or the selected contractor. Contractors shall not include any such expenses as part of the price proposed in response to this RFP.
- 3 County shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

Independent Contractor Status

- 1 It is expressly understood that the Contractor named in any contract entered into with the County is acting as an independent contractor and not as an agent or employee of the County of Calaveras.

Late Submission of Proposal

- 1 Any submission of a proposal received after the due date and time specified in this RFP will not be accepted or considered.

Withdrawal of Submission of Proposals

- 1 Any Contractor or firm may withdraw his/her submission of proposal, either personally, or by written request at any time prior to the time set for the proposal submission.
- 2 Negligence on the part of the Contractor in preparing his/her submission of proposal confers no right of withdrawal or modification of his/her submission after the submission due date and time.

Rejection of Submission of Proposals

- 1 This RFP does not commit Calaveras County to award any contract. The County reserves the right, at its sole discretion, to reject any or all proposals without penalty, and to waive irregularities in any proposals or in the RFP procedures, and to be the final judge as to which is the responsible, qualified proposal.
- 2 Any proposal that contains items not specified or items that are incorrect, that does not completely respond to all the items specified, or does not respond to items in the manner specified in this RFP, may be considered non-responsive and may be rejected at the sole discretion of the County.
- 3 Proposals must be valid for ninety (90) days. Proposals offering less than ninety (90) days, or neglecting to specify length of validity, may be considered non-responsive and may be rejected.
- 4 Non-acceptance of any proposal will not imply any criticism of the proposal or convey any indication that the proposal was deficient. Non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the County of Calaveras or that no proposal was deemed acceptable.

Public Information

- 1 Proposals are confidential until such time that a successful Proposer, if any, executes a contract. After this time all, materials received relative to this proposal will become public information.
- 2 All proposals submitted will become property of the County.

Prevailing Wage

- 1 Contractor must follow Labor Code Section 1770 et.seq.
- 2 Contractor must provide County with Certified Payroll for duration of project, not more than one week in the rears.

Contractor Selection Process

Other Requirements and Conditions

- 1 The County reserves the right to reject any and all proposals received. The County is under no obligation to award a contract.
- 2 The County also reserves the right to withdraw this RFP at any time without prior notice.
- 3 The County makes no representation that any contract will be awarded to any Contractor responding to this RFP. The County expressly reserves the right to postpone reviewing the Proposals for its own convenience and to reject any and all proposals responding to this RFP without indication of any reason for such rejection(s).
- 4 By submitting a Proposal, Contractor agrees to sign a contract similar to the sample contract attached as EXHIBIT A.
- 5 By submitting a Proposal, Contractor understands that this a public works project and is required to provide a Construction Performance Bond and a Construction Labor and Material Payment Bond.

SECTION 3

SPECIFICATIONS

Contractor shall remove and dispose of existing roofing and underlayment. All fasteners shall be removed from the existing roof. All materials removed that can be recycled must be recycled.

Contractor shall install underlayment that meets or exceeds:

- On slopes greater than 4 to 12: 15 pound felt
- On slopes less than 4 to 12: 2 layers of 15 pound felt

As required by the California Building Code 2010

Contractor shall install asphalt shingles shall meet or exceed the following minimum requirements:

Class A Fire Resistance

ASTM D 3462 minimum test (formerly American Society for Testing and Measurements, now ASTM International)

Wind Rating of at least 110 mph (miles per hour)

Energy Star is not required but will be considered.

SECTION 4

Proposal Requirements

Contractors are encouraged to keep their proposals brief and relevant to the specific work requested. The Contractor's proposal shall be printed on both sides of the paper where appropriate. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and/or failing to comply with requirements and conditions of the RFP will not be given further consideration. The proposal shall include the following:

- 1 A transmittal letter stating that the proposal shall be valid for at least 90 days and should include the name, title, address, telephone number and email address of the individual to whom correspondence should be directed during the contractor selection process. The person authorized by the firm to negotiate a contract with the County shall sign the transmittal letter, which should be addressed to :

**Calaveras County Administrative Office
Attn. Zachariah Collom
Murphys Branch Library Reroof
891 Mountain Ranch Road
San Andreas, CA 95249**

- 2 Work plan describing how the work will be accomplished.
- 3 Organizational chart for all staff members and supervisors who will perform or oversee the required work. The proposal shall also include information about subcontractors that may interact directly with county staff during the course for the project.
- 4 Schedule and milestones dates for each phase and the project overall. Project must be completed before **October 18 at 4:00 pm.**
- 5 Staffing plan that describes who will perform each required function on the project.
- 6 All Proposal forms (numbers 4.1 through 4.7, described in Section 4.)
- 7 Samples of the roofing materials are encouraged.

Project Costs

The Contractor shall develop costs for each phase of the project. The costs for each phase shall be independent of each other. Contractor shall include all costs, including but not limited to: labor, materials, subcontractors, etc. This project is considered a public works project and therefore current prevailing wage is required. A list of jobs and the corresponding prevailing wage will also need to be included.

All costs shall be described on form **4.3 PROPOSAL FORM**.

Proposer Certifications

Proposer shall sign and include in proposal, Proposer Certifications form 4.5 and Workers Compensation Certification form 4.6.

Proposal Forms

- 4.1 Proposers Registration Form
- 4.2 Proposal Form
- 4.3 Subcontractors list
- 4.4 Proposer Certification
- 4.5 Workers Compensation Certification
- 4.6 Safety Experience
- 4.7 Non-Collusion Affidavit
- 4.8 Requests for Information Form

4.1 Proposer's Registration Form

PROPOSER'S REGISTRATION FORM

INSTRUCTIONS

In order to register to undertake work for the County of Calaveras, Proposer **must:**

- 1) Fill out this registration form completely; do not leave blanks.

INDEPENDENT CONTRACTOR REGISTRATION

Contractor's License #: _____

Date: _____ Federal ID #: _____

Full Corporate Name of Company: _____

Street Address: _____

Mailing Address: _____

Phone: _____ Fax: _____

Name of Principal Contact: _____

Type of Business: _____ Sole Proprietor _____ Partnership

_____ Non-Profit (501 (c)(3) _____ Corporation

_____ Other (please explain: _____

INSURANCE

Worker's Compensation:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

General Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Automobile Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

All-risk Course of Construction:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

PROPOSER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES THE COUNTY OF CALAVERAS, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

SIGNATURE

DATE

END OF DOCUMENT

4.2 Proposal Form

PROPOSAL FORM

TO THE COUNTY OF CALAVERAS
THIS BID IS SUBMITTED BY:

(Firm/Company Name)

Re: County of Calaveras, **MURPHYS BRACH LIBRARY REROOF**, 891 Mountain Ranch Road, San Andreas, CA 95249, Project Number 0903 1001-1002.

4.3.1 The undersigned Proposer proposes and agrees, if this Bid is accepted, to enter into an agreement with the County of Calaveras, ("County") in the form included in the Contract Documents, Document 8.0 (Contract), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.

4.3.2 Proposer accepts all of the terms and conditions of the Proposal Documents, including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days.

4.3.3 In submitting this Bid, Proposer represents:

(a) Proposer has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged).

Addendum Number	Addendum Date	Signature of Proposer

(b) Proposer has performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Project and the Site,

(d) Proposer has given the County prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and actual conditions and the written resolution thereof through Addenda issued by the County is acceptable to Contractor.

4.3.4 Based on the foregoing, Proposer proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

SCHEDULE OF BID PRICES

All Bid items, including lump sums and unit prices, must be filled in completely. Bid items are described in Section 3 (Specifications). Quote in figures only, unless words are specifically requested.

Phase 1

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1.				\$	\$
2.				\$	\$
3.				\$	\$
4.				\$	\$
5.				\$	\$
6.				\$	\$
7.				\$	\$
8.				\$	\$
9.				\$	\$
10.				\$	\$
Sub Total					\$

Total Bid Price: _____
(In Words)

- 4.3.5 Subcontractors for work included in all Bid items are listed on the attached Document 4.4 (Subcontractors List).
- 4.3.6 The undersigned Proposer understands that County reserves the right to reject this Bid.
- 4.3.7 The undersigned Proposer agrees to commence Work under the Contract Documents within Five (5) days of the County executing Document 8.0 (Contract) and to complete all Work within the time specified in Document 8.0 (Contract). The undersigned Proposer acknowledges that the County has reserved the right to delay or modify the commencement date. The undersigned Proposer further acknowledges County has reserved the right to perform independent work at the Site, the extent of such work may not be determined until after the opening of the Bids, and that the undersigned Proposer will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.
- 4.3.8 The undersigned Proposer agrees that, in accordance with Document 8.0 (Contract), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 8.0 (Contract) shall be as set forth in Document 8.0 (Contract).
- 4.3.9 The names of all persons interested in the foregoing Bid as principals are:

IMPORTANT NOTICE: If Proposer or other interested person is a corporation, give the legal name of the corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual copartners composing the firm; if Proposer or other interested person is an individual, give first and last names in full.

NAME OF PROPOSER: _____

licensed in accordance with an act for the registration of Contractors, and with license number: _____
_____ Expiration: _____.

(Place of Incorporation, if Applicable)

(Principal)

(Principal)

(Principal)

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

(Signature of PROPOSER)

NOTE: If PROPOSER is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If PROPOSER is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: _____

Contractor's Representative(s): _____
(Name/Title)

(Name/Title)

(Name/Title)

Officers Authorized to Sign Contracts:

(Name/Title)

(Name/Title)

(Name/Title)

Telephone Number(s):

(Area Code) (Number)

(Area Code) (Number)

(Area Code) (Number)

Date of Bid:

END OF DOCUMENT

4.3 Subcontractors List

SUBCONTRACTORS LIST

PROPOSER submits the following information as to the subcontractors PROPOSER intends to employ if awarded the Contract.

Name of Building Supplier/Manufacturer:_____

Full Name of Subcontractor and Address of Mill or Shop	Description of Work: Reference to Bid Items	Subcontractor's License No:

(PROPOSER to attach additional sheets if necessary)

END OF DOCUMENT

4.4 Proposer Certifications

PROPOSER CERTIFICATIONS

**COUNTY OF CALAVERAS
GOVERNMENT CENTER
MURPHYS BRACH LIBRARY REROOF
891 MOUNTAIN RANCH ROAD, SAN ANDREAS, CALIFORNIA 95249
PROJECT NUMBER: 0903 1001-1002**

TO BE EXECUTED BY ALL PROPOSERS AND SUBMITTED WITH BID

The undersigned Proposer certifies to the County of Calaveras (the "County") as set forth in sections 1 through 5 below.

1 STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Proposer within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

2 CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

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

3 CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Section 1773 of the California Labor Code, which requires the payment of prevailing wage on public projects. Also, that the Contractor and any subcontractors under the Contractor shall comply with California Labor Code §1776, regarding wage records, and with California Labor Code §1777.5, regarding the employment and training of apprentices. It is the Contractor's responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

4 CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as the Contractor, I certify that I am aware of Sections 1777.1 and 1777.7 of the California Labor Code and Contractor and Subcontractors and am eligible to bid and work on public works projects.

5 CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided. I understand that the County will be relying on this certification if it awards the Contract to the undersigned.

PROPOSER:

(Name of Proposer)

Date: _____, **[2013]** By: _____
(Signature)

Name: _____
(Print Name)

Its: _____
(Title)

END OF DOCUMENT

4.5 Workers Compensation Certification

WORKERS' COMPENSATION CERTIFICATION

I am aware of the provisions of Paragraph 3700 of the Labor Code, which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provision of the code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that he/she has the requisite legal authority to do so on behalf of Contractor, and both the person executing this Agreement on behalf of Contractor and contractor understands that the County is relying on this representation in entering into this Agreement.

(Initials)

4.6 Safety Experience

SAFETY EXPERIENCE

The following statements as to the Proposer's safety experience are submitted with the Bid, as part thereof, and the Proposer guarantees the truthfulness and accuracy of all information.

1. List Proposer's interstate Experience Modification Rate for the last three years.

[2010] _____ [2011] _____ [2012] _____

2. Use Proposer's last year's Cal/OSHA 200 log to fill in the following number of injuries and illnesses:

- a. Number of lost workday cases _____
- b. Number of medical treatment cases _____
- c. Number of fatalities _____

3. Employee hours worked last year _____

4. State the name of Proposer's safety engineer/manager:

Attach a resume or outline of this individual's safety and health qualifications and experience.

I CERTIFY, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND I AUTHORIZE THE COUNTY OF CALAVERAS AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

[PROPOSER'S NAME]

By: _____
Signature

Its: _____
Title

Date: _____

END OF DOCUMENT

4.7 Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

PUBLIC CONTRACT CODE § 7106

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF CALAVERAS)

_____being first duly sworn,
(Name of Principal of Proposer)

Deposes and says that he or she is _____
(Office of Affiant)

of _____, the

party making the foregoing Bid, 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 Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Bid, or that anyone shall refrain from bidding, and that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid price of Proposer or any other Proposer, or to fix any overhead, profit or cost element of the Bid price, or of that of any other Proposer, or to secure any advantage against the County of Calaveras, or anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that Proposer has not, directly or indirectly, submitted its 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.

Executed under penalty of perjury under the laws of the State of California:

(Name of Proposer)

(Signature of Principal)

Subscribed and sworn before me _____

This _____ day of _____, 2013

Notary Public of the State of _____

In and for the County of _____

My Commission expires _____

(Seal)

NOTE: If Proposer is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.

NOTE: If Proposer [including any partner or venturer of a partnership or joint venture] is a corporation, this affidavit must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.

NOTE: If Proposer's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.

END OF DOCUMENT

4.8 Requests for Information Form

CALAVERAS COUNTY MURPHYS BRANCH LIBRARY REROOF

REQUEST FOR INFORMATION FORM

BIDDING QUESTION TO: County Administrative Office
Government Center
891 Mountain Ranch Road
San Andreas, CA 95249
Attention: Zachariah Collom, Project Manager
E-mail: zcollom@co.calaveras.ca.us

NOTE: All questions must be received by the County in written form on the form provided no later than **4:00 p.m. on September 18, 2013**. This will allow time to respond to the question and/or to issue an addendum to all contractors addressing the question. Questions received after the above set due date will not be acknowledged. The form may be sent via e-mail, postal service or hand delivery.

Date Submitted: _____

Submitted by: Contractor:

Contact Person: _____
Address: _____
Telephone Number: _____
Facsimile Number: _____
E-mail Address: _____

QUESTION: _____

RESPONSE: Date: _____ Answered by: Name _____ Company _____

Approval of Response by:

Date:

Addendum Required: YES _____ NO _____



COUNTY OF CALAVERAS

COUNTY ADMINISTRATION

SECTION 8

Document 8.0 Contract

MURPHYS BRANCH LIBRARY RE-ROOFING PROJECT CONTRACT

THIS CONTRACT, dated this _____, 2013, by and between _____ whose place of business is located at _____, CA 95249 ("CONTRACTOR"), and the COUNTY OF CALAVERAS ("COUNTY"), acting under and by virtue of the authority vested in the COUNTY by the laws of the State of California.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, CONTRACTOR and COUNTY agree as follows:

8.1 Work

8.1.1 CONTRACTOR shall complete all work specified in the Contract Documents, in accordance with the Specifications, and all other terms and conditions of the Contract Documents.

8.2 Project Manager

8.2.1 COUNTY has designated the County Administrative Officer or their designee, as its Project Manager to act as county's representative in all matters relating to the Contract Documents. The Project Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of the COUNTY, to accept work, and to make decisions or actions binding on the COUNTY, and shall have sole signature authority on behalf of the COUNTY.

8.3 Contract Time and Liquidated Damages

8.3.1 Contract Time, Work Schedule and Sequencing

Within five (5) working days after the award of the Contract, the CONTRACTOR shall submit to the COUNTY a work plan and schedule for accomplishment of all work called for by the Contract. The schedule shall clearly show the CONTRACTOR's method of compliance with the time limitations specified herein. The CONTRACTOR shall sequence the work to minimize disruption of normal county operations. The COUNTY shall have final approval on the CONTRACTOR's schedule and phasing.

All construction must be completed by _____ **at 4:00 pm**. An extension may be granted to CONTRACTOR at the sole discretion of the COUNTY. CONTRACTOR may request an extension in writing no later than two weeks prior to completion date.

No separate measurement or payment shall be made for the requirements of this section. All costs associated with the Work Schedule and Phasing shall be included in other items of work.

8.3.2 Liquidated Damages

Time is of the essence hereof. If the Murphys Branch Library Re-roofing Project is not completed and move in ready Section 8.3.1.1, it is understood the COUNTY will suffer damages from loss; and it being impracticable and infeasible to determine the actual damage, it is agreed that the CONTRACTOR shall pay the COUNTY as fixed and liquidated damages and not as a penalty, the sum of **One Hundred Dollars (\$100.00)** for each working day of the delay until the Murphys Library Re-Roof is completed, and CONTRACTOR shall be liable for the amount thereof, and the COUNTY may deduct the sums from any money due or that may become due the CONTRACTOR; provided, however, that any delays in the delivery of a completed re-roof due to unforeseeable cause beyond the control and without fault or negligence of the CONTRACTOR (including but limited to: act of COUNTY, fires, floods, epidemics, quarantine restriction, strikes, or freight embargos).

CONTRACTOR shall within three (3) calendar days from the beginning of any delay, notify the COUNTY in writing of the cause of the delay; whereupon the COUNTY shall ascertain the facts and the extent of the delay and extend the time for a completed re-roof when in its judgment the findings of facts justify an extension of delivery. The COUNTY's findings of fact thereon shall be final and conclusive on the parties hereto.

8.4. Indemnity

CONTRACTOR acknowledges and agrees that CONTRACTOR is an independent CONTRACTOR in the performance of this Contract and is not and shall not be an employee of the COUNTY and will defend, indemnify and hold harmless the COUNTY, its officers, agents and employees from any and all claims of losses for damage from death and/or injury to persons of physical damage of properties resulting from any willful act, fault or negligence of CONTRACTOR or CONTRACTOR's employees in the performance of the services under this Contract, except for claims or losses due to any negligent acts or omissions by the COUNTY, its officers, agents or employees.

8.5. Insurance

During the term of this Contract, CONTRACTOR shall at all times maintain, at its expense, commercial general liability insurance, Worker's Compensation and Employers' Liability insurance.

The limits of CONTRACTOR's insurance shall be not less than \$1,000,000 per occurrence; \$2,000,000 in the aggregate for the commercial general liability insurance, \$1,000,000 for the Workers' Compensation/Employers' liability insurance per accident for bodily injury or disease, and \$1,000,000 combined single limit for each accident for the automobile liability insurance.

These policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis.

The COUNTY, its elected representatives, officers, agents, employees and volunteers shall be names as additional insured on the commercial general and automobile liability insurance policies.

Prior to commencing services pursuant to this Contract, CONTRACTOR shall furnish the COUNTY with certificates of insurance reflecting coverage required by this Contract.

CONTRACTOR shall notify the COUNTY in writing within 20 days of any changes to or the status of CONTRACTOR's insurance.

8.6. Contract Sum

8.6.1 COUNTY shall pay CONTRACTOR the Contract Sum for completion of Work in accordance with Contract Documents, and phases selected by COUNTY as indicated above, as set forth in CONTRACTOR's Bid, attached hereto, and incorporated by reference. For a sum not to exceed _____ Dollars and Twenty Three Cents, \$_____.

[ATTACHMENT - PROPOSAL]

8.8 CONTRACTOR's Representations

In order to induce COUNTY to enter into this Contract, CONTRACTOR makes the following representations and warranties:

8.8.1 CONTRACTOR has visited the site and has examined thoroughly and understood the nature and extent of the Contract Documents, work, site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto.

8.8.2 CONTRACTOR has correlated its knowledge and the results of all observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

8.9 Contract Documents

8.9.1 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Request for Proposal

Sections 1-4, and all documents contained within

8.9.2 There are no Contract Documents other than those listed in this Section 8.6.1.

8.10 Miscellaneous

- 8.10.1 It is understood and agreed that in no instance are the persons signing this Contract for or on behalf of COUNTY or acting as an employee, agent, or representative of COUNTY, liable on this Contract or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the COUNTY is limited and confined to liability as authorized or imposed by the Contract Documents or applicable law.
- 8.10.2 CONTRACTOR shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code 54100 *et seq.*
- 8.10.3 CONTRACTOR acknowledges and understands that the CONTRACTOR will not be allowed to change the sub-contractor(s) without the written permission from the COUNTY.
- 8.10.4 CONTRACTOR will not discriminate on the basis of race, color, ethnic origin, ancestry or sex in the award and performance of subcontracts.
- 8.10.5 The Contract Sum includes all allowances (if any).
- 8.10.6 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, CONTRACTOR or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time COUNTY tenders final payment to CONTRACTOR, without further acknowledgment by the parties.
- 8.10.7 CONTRACTOR shall take all necessary steps to adhere to all state and federal prevailing wage laws, and will require their subcontractors to also include prevailing wage requirements in all project-funded contracts for work related to this project.
- 8.10.8 All extra work will require prior written approval from the COUNTY.
- 8.10.9 Should any part, term or provision of this Contract or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Contract and the Contract Documents may be deemed valid and binding contract, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if provision is required to be

included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

8.10.10 This Contract and the Contract Documents shall be deemed to have been entered into in the COUNTY of Calaveras, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Calaveras County Superior Court.

8.10.11 All federal laws and regulations shall be adhered to notwithstanding any state or local laws or regulations, the strictest shall be adhered to.

8.10.12 CONTRACTOR shall allow all authorized federal, state, and COUNTY officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.

8.10.13 Before any dispute or controversy arising or out or relating to this project or this contract is taken to a court of law, the parties may engage in discussion to resolve the dispute through mediation or arbitration. The parties shall share equally all mediation or arbitration costs, excluding the parties' own attorneys fees. This contract and dispute resolution is governed by California law. Only the party prevailing on all issues submitted, either to a court of law or arbitrator shall be entitled to reasonable attorneys fees.

IN WITNESS WHEREOF the parties have executed this Contract in quadruplicate the day and year first above written.

COUNTY OF CALAVERAS

CONTRACTOR:

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

By: _____

County Administrative Officer

Date: _____

APPROVED AS TO FORM

By: _____

Janis Elliott
County Counsel

END OF DOCUMENT