



County of Solano  
Department of General Services  
Central Services Division  
Purchasing Services

INVITATION FOR BIDS  
FOR THE  
DEPARTMENT OF GENERAL SERVICES  
NUT TREE AIRPORT

IFB Number: 38-0607-13

WESTERN GROVE OBSTRUCTION  
REMOVAL PROJECT  
(Trees and Steel Pole)

**SUBMISSION DATE: JULY 8, 2013 3:00 PM (PST)**

Late bids will not be accepted

SUBMIT IFB TO:	IFB COORDINATOR
Solano County Central Services 675 Texas Street Suite 2500 Fairfield, CA 94533	DIANNE LUNA PHONE 707-784-3105 <a href="mailto:deluna@solanocounty.com">deluna@solanocounty.com</a>

This document is available electronically on the County's website at  
[www.solanocounty.com](http://www.solanocounty.com)

Any vendor participating in this solicitation is required to have a vendor application on file with the County. This application may be downloaded from the above website. Include the application with your bid. Bidders are responsible for frequently checking the County's website for any changes or information relating to this IFB.

# GENERAL SERVICES DEPARTMENT



MICHAEL J. LANGO  
DIRECTOR

CENTRAL SERVICES  
DIANNE E. LUNA, C.P.M.  
CENTRAL SERVICES MANAGER

June 7, 2013

## **COUNTY OF SOLANO INVITATION FOR BIDS BID NO.: 38-0607-13**

### **WESTERN GROVE OBSTRUCTION REMOVAL PROJECT (Trees and Steel Pole)**

Notice is hereby given that sealed bids will be received at the Purchasing Office, until July 8, 2013, 3:00 PM local time, at which time they will be publicly opened in accordance with the County of Solano specifications and contract documents.

Bids shall be delivered and addressed to the County of Solano, Purchasing Services, 675 Texas Street, Suite 2500, Fairfield, California 94533, and shall be labeled "WESTERN GROVE OBSTRUCTION REMOVAL PROJECT (Trees and Steel Pole)," IFB Bid No.38-0607-13, bid submission date July 8, 2013, 3:00 PM local time.

Any bidder who wishes his/her bid to be considered is responsible for making certain that its bid is received in the Purchasing Office by the proper time. Only hard copy original bid submissions will be considered unless otherwise specified. Bids received after the scheduled bid submittal deadline will be retained in the file unopened, or returned unopened at bidder's expense. Late bids will not be considered.

It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the Purchasing Office before the bid submittal deadline. The receiving time in the Purchasing Office will be the governing time for acceptability of bids. Bids must bear original signatures and figures.

Respectfully,

Dianne E. Luna  
Manager, Central Services

**COUNTY OF SOLANO  
INVITATION FOR BIDS  
IFB NO.: 38-0607-13**

**WESTERN GROVE OBSTRUCTION REMOVAL PROJECT  
(Trees and Steel Pole)**

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## SECTION 1

### INSTRUCTIONS TO BIDDERS

**1. INFORMED BIDDERS.** Before submitting bids, bidders must fully inform themselves of the conditions, requirements and specifications of the products or materials to be furnished. Failure to do so will be at bidder's own risk and they cannot secure relief on the plea of error.

**2. BID FORMS.** Bid must be submitted on pre-printed bid(s) form supplied by the Purchasing Services Office, which is included in this solicitation.

**3. PRICES, NOTATIONS, AND MISTAKES.** All prices and notations must be ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs bid. Prices shall be stated in units and quotations made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern.

**4. OFFERS OF MORE THAN ONE PRICE.** Bidders are allowed to submit more than one bid but not more than two bids. Bidders may submit one base bid and one alternate bid. Where bidder submits more than one bid, one bid shall be marked "base bid" and the other shall be marked "alternate bid." Base bid and the alternate bid shall be submitted in accordance with the terms and conditions of this bid solicitation. The County reserves the sole right to accept or reject any alternate offer, in whole or part. Any such acceptance, in whole or in part, shall be in the best interest of the County.

**5. TERMS OF THE OFFER.** Solano County's acceptance of bidder's offer shall be limited to the terms herein unless expressly agreed in writing by Solano County. Bids offering terms other than those shown herein will be declared non-responsive and will not be considered.

**6. BIDDER AGREEMENT TO TERMS AND CONDITIONS.** Submission of a signed bid will be interpreted to mean bidder has agreed to all the terms and conditions set forth in the pages of this solicitation.

**7. CANCELLATION OF CONTRACT.** The County of Solano may cancel this contract without cause at any time by giving thirty (30) days written notice to the supplier/vendor. The County of Solano may cancel this contract with cause at any time by giving ten (10) days written notice to the vendor. Cancellation for cause shall be at the discretion of the County of Solano and shall be, but is not limited to, failure to supply the service specified within the time allowed or within the terms, conditions, or provisions of this contract. The successful bidder may not cancel this contract without prior written consent of Purchasing Services.

**8. COMPLIANCE OR DEVIATION TO SPECIFICATIONS.** Bidder hereby agrees that the services offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the bidder's response. Bidder may submit an attachment entitled "Exception to Specifications," which must be signed by bidder's authorized representative. An explanation must be made for each item to which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable, but shall not be an acceptable substitution for the requirement. The County reserves the sole and independent right to accept or reject any

exception or deviation in whole or part. Any such acceptance, in whole or in part, shall be in the best interest of the County.

9. COMPLIANCE WITH LAWS. All bids shall comply with current federal, state, local and other laws relative thereto.

10. FORCE MAJEURE. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Vendor, the vendor shall notify the County of Solano, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

11. FORMATION OF CONTRACT. Bidder's signed bid and Solano County's written acceptance shall constitute a binding contract.

12. LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the County of Solano, in the State of California. The parties further stipulate that the County of Solano, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

13. NOMENCLATURES. The terms successful bidder, supplier, vendor, and contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the County of Solano enters into a contract as a result of this solicitation.

14. SELL OR ASSIGN. The successful bidder shall not have the right to sell, assign, or transfer, any rights or duties under this contract without the specific written consent of the County of Solano.

15. SEVERABILITY. If any provisions, or portions of any provisions, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

16. BID PREPARATION. Solano County shall not pay for any information herein requested, or is it liable for any costs incurred by prospective bidders.

17. PROMPT PAYMENT TERMS. Discounts for payments made twenty (20) days or more from receipt of invoice will be considered in award of bid. Payment discounts must be clearly shown on the Bid Form. Normal payment terms are net 30-45 days, after receipt of invoice and equipment acceptance.

18. TAXES-SALES. California sales tax should be shown separately on the bid form, when and where indicated (if not indicated on bid sheet do not include in your bid).

19. TAXES, FEDERAL EXCISE. The County of Solano is exempt from federal excise tax.

## 20. DEADLINE FOR BID SUBMITTALS

Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:30 p.m., Pacific Time.

**21. Bids must be submitted on or before the submission date and time.** Contractors shall respond to the IFB and any exhibits, attachments, or amendments. A contractor's failure to submit a bid as required on or before the deadline shall cause the bid to be disqualified.

## 22. BID SUBMITTAL

22.1. Bids must be submitted on preprinted forms supplied by the Purchasing Services Office. The County will not pay any costs associated with the preparation, submittal, or presentation of any bid. All bids must be in sealed envelopes, delivered to Purchasing Services Office addressed as indicated on the front page of this bid packet.

22.2. Envelopes not properly addressed, specifying bid number and opening date that cannot be positively identified, may be cause for rejection of your bid.

22.3. Contractors assume the risk of the method of dispatch chosen. The County assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual receipt by the County. Late bids will not be accepted, nor shall additional time be granted to any potential contractor.

22.4. Bids shall be delivered in hard copy form only. Any other method (electronic, fax, etc.) shall be rejected by the County.

## 23. BID AMENDMENT

The County shall not accept any amendments, revisions, or alterations to bids after the deadline for submittal.

## 24. BID WITHDRAWAL

To withdraw a bid, contractor must submit a written request, signed by an authorized representative, to the Bid Coordinator prior to the official deadline / submittal date and time. After withdrawing a previously submitted bid, the contractor may submit another at any time up to the deadline for submittals.

## 25. BIDS FOR ADDITIONAL SERVICES

If a contractor indicates an offer of services in addition to those required by and described in this IFB, these additional services may be added to the contract before, or at any time during an agreed to contract period, at the sole discretion of the County.

## 26. BID ERRORS

Contractors are liable for all errors or omissions contained in their bids. Contractors will not be allowed to alter documents after the deadline for submitting bids.

## 27. CONFLICT OF INTEREST

By submitting a bid, the contractor certifies that no amount shall be paid directly or indirectly to an employee or official of the County of Solano as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with the procurement under this IFB.

## 28. NON-DISCRIMINATION

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the County's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the County or in the employment practices of the County's contractors. Accordingly, all vendors entering into contracts with the County shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places.

## 29. RIGHT TO REFUSE PERSONNEL

Any personnel involved in this service shall submit to a criminal history screening during the contract period, if directed by the County at Contractor's sole expense. The County reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime contractor or its subcontractors that fails to submit to screening or for any other reason that is in the best interest of the County.

## 30. LICENSURE

The contractor must hold all necessary and applicable insurance, as well as all business and professional licenses. The County may require any or all contractors to submit evidence of proper documents.

## 33. CONTRACT MONITORING

The contractor shall be responsible for the completion of all work services set out in the contract. All work services are subject to inspection, evaluation, and acceptance by the County. The County may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the County may inspect those areas of the contractor's place of business that are related to the performance of the contract. If the County requires such an inspection, the Contractor shall provide reasonable access and assistance.

## 34. CONTRACT AMENDMENT

If during the course of this contract, additions to and/or deletions from services provided are required as a result of changes to any statute, bylaw or regulation, the County shall notify the contractor. Added work shall be within the general scope of this IFB. In such instances, the County shall provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the contractor's bid. If the County and the

Contractor reach an agreement regarding work services and associated compensation, said agreement shall become effective by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Contractor, and must be approved by other County officials as required by County laws and regulations. The contractor shall not commence additional work until the County has issued a written contract amendment and secured all required approvals.

### 35. LOCAL VENDOR PREFERENCE:

35.1 In order to address the competitive disadvantage faced by local businesses that seek to enter into contracts with the County because of the higher costs of doing business in the County, and to encourage businesses to locate and remain in the County, the County has implemented a local preference policy.

#### 35.2 Definition of Local Business

For purposes of this section, a "local business" means a business enterprise, including but not limited to a sole proprietorship, partnership, or corporation, which has the following:

- a valid business license issued from the County or a political subdivision within the County; and
- its principal business office, or a satellite office with at least one full-time employee, located in the County.

#### 35.3. Preference

- Where the lowest responsible bidder is not a local business, the purchasing agent shall provide the lowest responsible local business bidder, should one exist and its bid is within five percent (5%) of the lowest responsible bidder, with notice and an opportunity to reduce its bid to match that of the lowest responsible bidder. Notice shall be by telephone and either facsimile or electronic mail. The local business shall have five (5) business days after the date of such notice to match the lowest bid, in writing. Should the local business so match, it shall be deemed the lowest responsible bidder and receive the award.
- Should the lowest responsible local business bidder decline to match as set forth above, the purchasing agent shall provide the next lowest responsible local business bidder, should one exist and its bid is within five percent (5%) of the lowest responsible bidder, with the same notice and opportunity to match the bid of the lowest responsible bidder as above. This process shall continue as necessary, until an award is made either to a responsible local business bidder within five percent (5%) of the lowest responsible bidder, or the lowest responsible bidder itself.
- In instances where a local business and a non-local business submit equivalent, lowest responsible bids, the purchasing agent shall give preference to the local business.



- No contract awarded to a local business under this section shall be assigned or subcontracted in any manner that permits more than fifty (50) percent or more of the dollar value of the contract to be performed by an entity that is not a local business.

#### 35.4 Declaration of Compliance

In submitting a bid subject to this section, a local business shall affirm its compliance with subsection 9.6.3.1 on a form to be provided by the purchasing agent (Declaration form included in this bid).

#### 35.5 Notice

The purchasing agent shall provide adequate notice of the provisions of this section to prospective bidders.

#### 35.6 Exceptions

The exceptions provided for in section 2.11 shall apply to this section. Furthermore, this section is made expressly inapplicable to public works or other projects to the extent the application would be prohibited by state or federal law.

## **SECTION 2**

### **SCHEDULE OF EVENTS**

The following IFB Schedule of Events represents the County's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:30 p.m., Pacific Daylight Time. A Contractor's failure to submit a bid as required on or before the deadline shall cause the bid to be disqualified.

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided to all vendors that submitted a *Letter of Intent to Propose*. Bidders are advised to review this Bid on the County's website for amendments/addendums, [www.solanocounty.com](http://www.solanocounty.com).

	<b>EVENT</b>	<b>DATE</b>	<b>TIME</b>
1	County Issues Invitation For Bid (IFB)	6-7-13	5:00 PM
2	Deadline for Potential Contractors or Vendors with a Disability to Make Accommodation Requests	6-10-13	5:00 PM
3	<b><u>Pre-Bid Conference – MANDATORY</u></b>  Location of Conference: Nut Tree Airport – 1 <sup>st</sup> Floor Conference Room 301 County Airport Road Vacaville, CA 95688  Followed by Project Site Walk	6-19-13	9:00 AM – 1:00 PM
4	Deadline for <i>Letter of Intent to Propose</i>	6-20-13	5:00 PM
5	Deadline for Written Comments	6-21-13	5:00 PM
6	County Issues Responses to Written Comments	6-25-13	5:00 PM
7	Deadline for Submitting a Bid and County Bid Opening Bid Opening Location: Solano County Administrative Campus 675 Texas Street, Suite 2500 (Second Floor) Fairfield, CA 94533	7-8-13	Bid Opening 3:00 PM
8	County Sends a Notice of Intent to Award letter to Potential Contractors	7-9-13	5:00 PM
9	Anticipated Board of Supervisors Contract Award	7-30-13	9:00 AM
10	Notice to Proceed Issued to Awarded Contractor	8-1-13	
11	Construction Period and Schedule (tentative)	9-1-13 thru 10-15-13	

## SECTION 3

### STATEMENT OF PURPOSE

1. The purpose of this Invitation for Bids (IFB) is to define the County's minimum requirements, and gain adequate information by which the County may evaluate services or commodities offered by vendors or contractors. As used herein, the term contractor shall mean the contractor or vendor, its employees, or agents.

2. The County of Solano, Central Services Division, Purchasing Services, hereinafter referred to as the County, is soliciting bids for tree, stump, and obstruction removal for the County's Nut Tree Airport, located at 301 County Airport Road, Vacaville, CA 95688. This solicitation is for removal of a stand of trees and one steel obstruction light pole. The light pole cannot be removed until tree removal is complete. The scope of work, including a project figures and tree inventory table are presented in Section 5.

3. PUBLIC WORKS CONTRACT: Contractor shall furnish all tools, equipment, labor and any other requirement necessary to complete the scope of work specified within the guidelines as provided by this IFB in its entirety. This is a public works job and prevailing wages are required. This IFB details deliverables and terms and conditions as required by the County.

4. IFB Coordinator:

The following Coordinator shall be the main point of contact for this IFB:

Dianne Luna, Manager  
Purchasing Services  
675 Texas Street, Ste 2500  
Fairfield, CA 94533  
Voice: (707) 784-3105  
Fax: (707) 422-9770  
Email: [deluna@solanocounty.com](mailto:deluna@solanocounty.com)

5. Contract Duration: September 1, 2013 through October 15, 2013. (Tentative)

## SECTION 4

### GENERAL PROVISIONS

- 1 Each bid must be in accordance with the bid documents, drawings and specifications contained herein. Bid documents (bid package) may be downloaded from the County's website: [www.solanocounty.com](http://www.solanocounty.com) or may be obtained from the Purchasing Services Office, located at 675 Texas Street, Suite 2500, Fairfield CA, Monday through Friday (except County Holidays), from 8:00 am to 5:00 pm Pacific Standard Time.
  
- 2.0 A Mandatory Pre-Bid Conference and job walk will convene at Solano County Nut Tree Airport, 301 County Airport Road, Vacaville, CA 95688 at 9:00 AM – 1:00 PM local time on Tuesday, June 19, 2013. The County requires all potential Bidders to be present upon commencement of the Pre-Bid Conference and to attend the pre-bid conference to be eligible to submit a bid proposal on the project. The County will not accept any bid from any contractor that did not attend this pre-bid conference in its entirety.
  
- 2.1 Each vendor may send up to two (2) representatives to the Mandatory Pre-Bid Conference. The purpose of the conference is to discuss the County's requirements with the prospective Bidders and allow them to ask questions, provide an opportunity to tour the Western Grove, familiarize themselves with the general local and site conditions that may affect the work, and to answer questions regarding the IFB. Note: There will be walking involved and the weather is typically in the three digits in summer. Please bring your own drinking water.
  
- 2.2 The deadline to submit a Letter of Intent to Propose is June 20, 2013, 5:00 P.M., and may be e-mailed and/or faxed to the IFB coordinator at [deluna@solanocounty.com](mailto:deluna@solanocounty.com) or fax: 707-422-9770.
  
- 2.3 The response to any question that is given orally at the pre-bid conference is to be considered tentative and nonbinding on the County. After the conference, bidders may submit their questions in writing by no later than June 21, 2013, 5:00 P.M. Questions may be e-mailed and/or faxed to the IFB coordinator at [deluna@solanocounty.com](mailto:deluna@solanocounty.com) or fax, 707-422-9770. Official County responses to questions shall be published in writing by the date specified on the Schedule of Events found in Section II of this Bid package. This shall ensure accurate, consistent responses to all contractors.  
  
The County shall issue an amendment as necessary to this IFB to reflect its response to questions and/or address any additions or deletions to this IFB as a result of discussion at the pre-bid conference. Only the written responses from the County shall be considered official. The amendment will be posted on the County's website ([www.solanocounty.com](http://www.solanocounty.com)).
  
3. For this solicitation the Bidder must possess a current General Contractor's License. The GC will need to sub-contract out the tree removal segment of this bid. The tree removal sub-contractor must at a minimum possess a current Class C-61 Limited Specialty Classification: D-49 Tree Service Contractor License.
  
4. Provide listing of work in the last 5 years. Indicate size of project; general specifications, year completed, type of project and total project value. Include references from five individuals/firms on the list. A reference form is contained in the bid package. It is required that Bidders return this reference form with bid submittal (Attachment 5).

5. Solano County forms will be provided in this bid package and must be used for all bids. Bidders shall read and review all bid documents carefully and shall familiarize themselves thoroughly with all requirements. Call the IFB Coordinator if there are questions regarding this bid package.
6. A bid bond or certified check in the amount of 10% of the bid is required with submitted bid (see attached).
7. Within five (5) days after issuance of the Notice to Proceed, the successful bidder shall be required to furnish a Performance Bond in an amount equal to 100% of the contract amount.
8. Bids shall not expire for a period of Ninety (90) days from the bid close date; and during the project once commenced unless otherwise approved through a change order process by Solano County.
9. Wage rates and restrictions on working days and times shall meet all requirements of the Labor Code of the State of California for public contract. The bidder may contact the Director of the Department of Industrial Relations, phone number (415) 703-4774, [www.dir.ca.gov](http://www.dir.ca.gov) (website), to obtain a schedule of the general prevailing wages applicable to the location and work to be done. The contractor and the contractor's subcontractors are responsible for compliance with the requirements of Section 1777.5 and 1777.6 of the Labor Code of the State of California regarding employment of apprentices.
10. The County will make a bid selection based on lowest responsive and responsible bidder meeting the minimum qualifications. If only one bid is received, the County reserves the right to negotiate with the responding contractor. If no bids are received, the County reserves the right to identify interested contractor(s) and negotiate directly without re-bidding.
11. Award will be made by way of Solano County contract and must be approved by all appropriate parties including the Solano County Board of Supervisors. Please see Exhibits A, Sample Standard Contract; B, Sample Payment Terms and Conditions; C Contract Terms and Conditions. Note that the County's Contract Terms and Conditions are non-negotiable. If Bidder wishes to contest items contained within the County's Standard Terms and Conditions, please cite reference section of such and specific grievance with cited reference. If no grievance is cited, County assumes full compliance by prospective Bidder.

## SECTION 5

### BID SPECIFICATIONS AND SCOPE OF WORK

**NOTE: This project is subject to the receipt of permits/authorizations required by the by federal, state, and local agencies.**

#### 5.1 GENERAL

The Solano County Department of General Services wishes to clear and chip all trees and saplings and brush, grind and treat stumps, located adjacent to, and on the west side of, the Nut Tree Airport, within the area known as the Western Grove Obstruction Removal Project – Project Site Area A and Project Site Area B, as shown on the attached project site Figure 5-1, and for the purpose of description in Table 5-1 (Tree Removal Inventory). The trees were identified by the Caltrans Division of Aeronautics as an obstruction to navigable airspace pursuant to Part 77 of the Federal Aviation Regulations.

A summary of project activities is as follows -

- Prepare an Airport Construction Access and Safety Plan addressing the movement of all persons, vehicles, and equipment to and from the project site, any required radio communications, crossing of the Airport runway and use of taxiways, and other movement areas; and identify staging areas and describe construction activities. The plan shall be subject to approval by the Airport Manager.
- Chipping and grinding of all trees, shrubs, limbs and other cuttings, chips and grinds to remain on the project site. No haul-off of trees, shrubs, limbs or other cuttings will be allowed. Chips and grinds to be leveled and distributed / spread evenly throughout the project site area and Limit of Work Area.
- Grinding and/or chipping of all stumps, other than those located within the Horse Creek Channel.
- Treatment of stumps located directly within the Horse Creek Channel - stumps located directly within or adjacent to the Horse Creek channel shall not be removed and shall remain and be treated to prevent re-growth.
- Remove and cut existing single steel obstruction light pole including demolition of foundation and capping of electrical.
- Haul off of light pole and foundation debris and all other project site debris.
- Re-vegetation of disturbed Stream Channel areas following tree obstruction removal as required.
- Off-site disposal of all other materials.

##### 5.1.1 Permits, Measures and Requirements

A. CONTRACTOR shall comply with all regulatory permits and conditions throughout the performance of the Contract including Attachment 8 (CEQA Requirements –

- Mitigation Measures and Monitoring Plan) and Attachment 9 (Cal Dept of Fish & Wildlife Requirements). Any conflicts that may arise between the requirements set forth herein, Attachment 8 or Attachment 9; Attachment 9 shall govern unless otherwise determined by AIRPORT.
- B. SOLANO COUNTY / AIRPORT will supply authorizations for project, including a Streambed Alteration Agreement from the California Department of Fish & Wildlife.
  - C. CONTRACTOR shall prepare a Notice of Intent and Storm Water Pollution Prevention Plan (SWPPP) and file such documents prior to project commencement, and close out all documents upon project completion of the project, with the Regional Water Quality Control Board.

### 5.1.2 Work Area

- A. Project activities will be performed within the Limits of Work Area identified in Figure 5-1, or in additional areas as required and approved by the Airport.
- B. All vehicle equipment shall be outfitted with flashing amber roof lights and/or 3-foot by 3-foot orange flags during construction activities as part of the Airport Construction Safety Plan.

### 5.1.3 Underground Utilities

- A. CONTRACTOR shall perform necessary surveys for underground utilities in the area in which the trees, saplings, brush, and obstruction pole will be removed. No guarantee is expressed or implied that underground utility locations are shown on project diagrams.
- B. Whenever a telephone or telegraph pole, pipeline, conduit, sewer, roadway, or other utility is encountered and must be removed or relocated, the CONTRACTOR shall advise the AIRPORT, who will notify the proper local authority or owner and attempt to secure prompt action.
- C. The CONTRACTOR shall protect all utilities from damage and shall be responsible for all claims for damage due to CONTRACTOR activities.
- D. Trenching activities are not anticipated with this project.

### 5.1.4 Site Access and Staging Areas

- A. The AIRPORT shall authorize access to and from the Project Site. Access routes are shown in Figure 5-2. Final access routes to Project Site – Areas A and B shall be as determined by the AIRPORT including the addition or elimination of routes.
- B. Staging areas may occur in the two areas shown Figure 5.1.
- C. Vehicle and equipment travel across Horse Creek is prohibited.
- D. Access  
Access to Project Site - Area A - shall be via the South Putah Canal Levee road as depicted in Figure 5-2. Use of the Putah South Canal Levee road shall be restricted. Access and use of the Canal Levee road shall be limited only to bringing equipment to Project Site Area A Staging Area prior to project commencement; and, to removing equipment from Area A upon project termination. Arrangements for use of

the Canal Levee shall be made with the AIRPORT no earlier than 72 hours in advance of needed access.

Daily use of the Canal Levee to access Project Site Area A shall be prohibited.

Daily access to Project Site Area A by CONTRACTOR shall be through the AIRPORT property to and across the Culvert Crossing of the South Branch of Horse Creek and the South Putah Canal as identified in Figure 5-1. Vehicle access across the Culvert Crossing shall be prohibited. A vehicle may be staged on each side of the Culvert Crossing for the purpose of daily transport of personnel to and from Project Site Area A.

Access to Project Site - Area B - shall be from or alternatively from and through the Airport property or the north, (Figure 5-2). Final access route to and from Project Site - Area B shall be as determined by the Airport.

- E. CONTRACTOR shall restrict the parking of personal employee vehicles to only the Airport public parking lot located on the east side of the Airport Administration Building located at 301 County Airport Road, Vacaville.

#### **5.1.5 Work Within and Adjacent to Horse Creek Channel**

- A. CONTRACTOR shall avoid felling trees within or across the Horse Creek channel to the extent possible and degree practical. All tree removal and mulching activities will occur on the same side of Horse Creek upon which trees are felled.
- B. Stumps within the Horse Creek Channel shall remain in place. Each stump shall be treated immediately with glyphosate or another chemical treatment as approved by the Airport to prevent re-growth.

#### **5.1.6 Site Clean-Up, Debris and Site Management**

- A. Site cleanup shall occur daily.
- B. All trash collection containers shall remain covered to prevent debris from littering the airfield.
- C. The CONTRACTOR shall designate a break area, and all lunch breaks will occur in the designated area. Proper trash receptacles with lids shall be maintained in these areas and all debris shall be placed in the receptacles. The receptacles shall be emptied daily and refuse will be removed from the site.
- D. The CONTRACTOR shall monitor all areas for loose debris, especially after lunch and break periods.
- E. The CONTRACTOR is responsible for ensuring that waste, loose material, and other debris does not migrate off site to become foreign object debris (FOD) on the adjacent runway. The CONTRACTOR shall be responsible for any damage to aircraft caused by FOD resulting from project activities/operations.
- F. Staging and storage areas for equipment, materials, fuels, and lubricants shall be located outside of the stream banks. Vehicles must be moved away a minimum distance of 300 feet from the stream channel and riparian habitats prior to refueling and lubrication.



### **5.1.7 Wildlife Hazard Management**

- A. Job site staff will be trained in policies and procedures pertaining to wildlife hazard management. CONTRACTOR and CONTRACTOR'S personnel assigned to the project shall attend a pre-project wildlife training session to be provided by the AIRPORT. Date, time and location of the training session shall be determined by AIRPORT.

### **5.1.8 Dust Suppression**

Contractor shall provide Air Quality management measures through the use of Best Management Practices (BMPs) identified by Yolo-Solano Air quality Management District regulations in effect at the time of obstruction removal and the Mitigation Monitoring Program (see Attachment 8). Such measures include, but are not limited to:

- Watering exposed soil at an adequate frequency to provide dust suppression; and
- Covering all trucks used to haul materials or maintain at least 2 feet of freeboard.

## **5.2 CONSTRUCTION METHODS**

### **5.2.1 Tree Removal.**

- A. The CONTRACTOR shall cut, remove and chip and grind all trees and stumps, respectively, within the Project Sites Areas A and B as identified in Figure 5-1 and described in the Tree Removal Inventory in Table 5-1.
- B. All tree stumps located outside of the Horse Creek stream channel shall be ground in place.
- C. All trees, shrubs, limbs and other cuttings and undergrowth shall be ground and chipped on-site. Chips and grinds shall remain on the project site areas and shall be leveled and distributed / spread evenly throughout Project Site Areas A and B and within the Limit of the Work Area as shown in Figure 5-1. No haul-off of chips and/or grinds shall be permitted.
- D. Stumps shall be ground down to a minimum depth of 12 inches below ground surface.
- E. All tree stumps located inside the Horse Creek stream channel shall not be removed and shall not be ground; however, shall be chemically treated to prevent re-growth. . Each stump shall be treated immediately with glyphosate or another chemical treatment as approved by the Airport to prevent re-growth.
- F. All tree removal will be performed in accordance with permit requirements pertaining to the stream channel (Attachments 8 and 9). Trees shall not be dragged across the Horse Creek stream channel to the extent practicable, and trees shall be felled, and ground/chipped, on the same side of the channel. Safety considerations shall prevail.

- G. Contractor shall not operate any equipment in the streambed of Horse Creek or the branches of Horse Creek.

**5.2.2 Obstruction Light Pole Removal**

- A. Cut and remove existing single steel obstruction light pole including demolition of foundation and capping of electrical.
- B. Haul off of light pole and foundation debris and all other project site debris. Access by crane equipment, if necessary, for the purpose of removing of the steel light pole obstruction shall be to Project Site Area B only. Operation of crane equipment for the purpose of removing of the steel light pole obstruction shall be from and within Project Site Area B only.

**5.2.3 Re-vegetation.**

- A. All areas within Horse Creek stream channel that are disturbed during construction shall be re-vegetated in compliance with Attachment 8 and Attachment 9 using low-growing vegetation. Plants used to re-vegetate disturbed stream channel areas shall be as determined by AIRPORT. Re-vegetation of areas covered by chipped and ground materials will not require re-vegetation.

**5.2.4 Estimated Project Schedule.**

- A. September 1, 2013 through October 15, 2013.
- B. Work conducted within the Horse Creek stream channel and riparian zone may only occur during the dry season.

**END OF SECTION**

**SECTION 6**

**BID SHEET**

**IFB 38-0607-13  
WEST GROVE OBSTRUCTION REMOVAL PROJECT  
(TREES AND STEEL POLE)  
(REFER TO TABLE 5-1: DESCRIBED TREE REMOVAL INVENTORY)**

TREE AND OBSTRUCTION REMOVAL AS SPECIFIED IN BID DOCUMENT	\$
<b>TOTAL BID COST:</b>	\$

COMPANY NAME \_\_\_\_\_

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

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

**Bids must remain valid for ninety (90) days upon intent to award contract.**

**RETURN THIS PAGE WITH YOUR BID**

## SECTION 7 – SOLANO COUNTY STANDARD CONTRACT

1. This Contract is entered into between the County of Solano and the Contractor named below:

CONTRACTOR'S NAME

2. The Term of this Contract is:

3. The maximum amount of this Contract is:

\$

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

This Contract is made on \_\_\_\_\_, 2008.

CONTRACTOR	COUNTY OF SOLANO
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE
SIGNATURE	TITLE
PRINTED NAME AND TITLE	ADDRESS
ADDRESS	CITY CODE STATE ZIP
CITY STATE ZIP CODE	Approved as to Content: DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form: COUNTY COUNSEL

Rev. 1/09/08

**CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE**

SCOPE OF WORK

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

SAMPLE

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**[Insert budget detail and payment provision].**

**1. METHOD OF PAYMENT**

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.

**SAMPLE**

GENERAL TERMS AND CONDITIONS**1. CLOSING OUT**

County will pay Contractor's final claim for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final claim for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final claim for payment 30 days after termination of this Contract.

**2. TIME**

Time is of the essence in all terms and conditions of this Contract.

**3. TIME OF PERFORMANCE**

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

**4. TERMINATION**

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other, unless otherwise provided for in Exhibit D.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of the Contract.

**5. SIGNATURE AUTHORITY**

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

**6. WARRANTY**

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor warrants that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further warrants that Contractor possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

**7. INSURANCE**

A. Without limiting Contractor's obligation to indemnify County, Contractor must 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

under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- (1) General Liability: **\$5,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.  
(Including operations, products and completed operations.)
- (2) Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
- (3) Workers' Compensation: As required by the State of California.
- (4) Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

D. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.

E. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

F. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

- (1) The County of Solano, its officers, officials, agents, employees, and volunteers must be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability



coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to Contractor's insurance policy, or as a separate owner's policy.

(2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(3) Each insurance policy required by this clause must be endorsed to state that coverage may not be canceled by Contractor, except after 30 days prior written notice has been provided to County.

G. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

H. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

I. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

## 8. BEST EFFORTS

Contractor warrants that Contractor will at all times faithfully, industriously and to the best of his/her/its ability, experience and talent, perform to County's reasonable satisfaction.

## 9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, unless otherwise specified in Exhibit D, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

## **10. INDEMNIFICATION**

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

## **11. INDEPENDENT CONTRACTOR**

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or

term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

## **12. RESPONSIBILITIES OF CONTRACTOR**

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

## **13. COMPLIANCE WITH LAW**

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Contractor warrants that it will comply with the appropriate cost principles and administrative requirements including claims for payment or reimbursement by County as outlined in the Applicable Cost Principles and Administrative Requirements table below, as currently enacted or as may be amended throughout the term of this Contract.

## Applicable Cost Principles and Administrative Requirements

The federal cost principles and administrative requirements associated with each organization type apply to that organization.

Organization Type	Cost Principles	Administrative Requirements
Federal Governments	2 CFR Part 225	OMB A-102
State and Local Government	2 CFR, Part 225	49 CFR, Part 18
Educational Institutions	2 CFR, Part 220	2 CFR, Part 215
Non-Profit Organizations	2 CFR, Part 230	2 CFR, Part 215
For Profit Organizations	48 CFR, Chapter 1, Part 31	49 CFR, Part 18

**CFR (Code of Federal Regulations)**  
**OMB (Office of Management and Budget)**

**Related URLs:**  
 Various OMB Circular: [http://www.whitehouse.gov/omb/grants\\_circulars](http://www.whitehouse.gov/omb/grants_circulars)  
 Code of Federal Regulations: <http://www.gpoaccess.gov/CFR>

### 14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

### 15. CONFLICT OF INTEREST

A. Contractor warrants that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

**16. DRUG FREE WORKPLACE**

Contractor warrants that Contractor is knowledgeable of Government Code section 8350 et. seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

**17. HEALTH AND SAFETY STANDARDS**

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training.

**18. CHILD/ADULT ABUSE**

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor warrants that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

**19. INSPECTION**

Authorized representatives of County, the state and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

**20. NONDISCRIMINATION**

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

**21. SUBCONTRACTOR AND ASSIGNMENT**

A. Services under this Contract are deemed to be personal services.

B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.

C. If County consents to the use of Subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

**22. UNFORESEEN CIRCUMSTANCES**

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

**23. OWNERSHIP OF DOCUMENTS**

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

**24. NOTICE**

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

**25. NONRENEWAL**

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

**26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS**

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent Amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the County Board of Supervisors. If the Contract is terminated for non-appropriation:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D. This Contract is void and unenforceable if all or part of federal or State funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

## **27. CHANGES AND AMENDMENTS**

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

## **28. CHOICE OF LAW**

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

## **29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

Contractor warrants that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

## **30. WAIVER**

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any provision of this Contract.

## **31. CONFLICTS IN THE CONTRACT DOCUMENTS**

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

## **32. FAITH BASED ORGANIZATIONS**

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this resolution.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-

funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

### **33. PRICING**

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

### **34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES**

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into their own contract with Contractor, as well as providing for their own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other government agency any documentation relating this Contract or its implementation. Any government agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another government agency. Such other government agency shall accept sole responsibility for placing orders and making payments to Contractor.

### **35. DISBARMENT OR SUSPENSION OF CONTRACTOR**

A. Contractor warrants that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representations and warranty set forth in this section.

C. If services pursuant to this Contract involve healthcare programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Contractor's payment.

### **36. EXECUTION IN COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing



(or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original signature.

**37. LOCAL EMPLOYMENT POLICY**

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

**38. ENTIRE CONTRACT**

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained.

**DRUG-FREE WORKPLACE CERTIFICATION**

(rev-09/01/94)

COMPANY/ORGANIZATION NAME

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

- 1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- 2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace;
  - (b) The person's or organization's policy of maintaining a drug-free workplace;
  - (c) Any available counseling, rehabilitation and employee assistance programs; and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
- 3. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free policy statement; and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

**CERTIFICATION**

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient 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 or Grant Recipient Signature \_\_\_\_\_ Date \_\_\_\_\_

Official's Name (type or print)

Title \_\_\_\_\_ Federal Tax I.D. Number \_\_\_\_\_

**RETURN THIS PAGE WITH BID**

**NON-COLLUSION AFFIDAVIT**

IFB Number: 38-0607-13

State of California  
County of Solano

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is Owner/Authorized Representative 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 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.

\_\_\_\_\_  
Date Signed at Place

\_\_\_\_\_  
Bidder Name Authorized Representative  
(Person, Firm, Corp)

\_\_\_\_\_  
Address Representative's Name

\_\_\_\_\_  
City, State, Zip

**RETURN THIS PAGE WITH BID**

**CERTIFICATION OF COMPLIANCE**

**IFB 38-0607-13**

**Vendor Name** \_\_\_\_\_

By indication of the authorized signature below, the Vendor does hereby make certification and assurance of the Vendor's compliance with:

- a) The laws of the County of Solano;  
<http://www.solanocounty.com/countycode.asp>
- b) Title VI of the federal Civil Rights Act of 1964;  
<http://www.usdoj.gov/crt/cor/coord/titlevi.htm>
- c) Title IX of the federal Education Amendments Act of 1972;  
<http://www.usdoj.gov/crt/cor/coord/titleix.htm>
- d) The Equal Employment Opportunity Act and the regulations issued there under by the federal government; <http://www.usdoj.gov/jmd/ps/4-1.html>
- e) The Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government; <http://www.ada.gov/pubs/ada.htm>
- f) The condition that the submitted bid was independently arrived at, without collusion, under penalty of perjury;
- g) All contract employees performing services and/or work as a result of this solicitation must have documented legal authority to work in the United States of America; and
- h) The condition that no amount shall be paid directly or indirectly to an employee or official of the County of Solano as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, sub-vendor, or consultant to the Vendor in connection with the Procurement under this IFB

\_\_\_\_\_  
**Vendor Name and Signature**

\_\_\_\_\_  
**Date**

**RETURN THIS PAGE WITH BID**

**COUNTY OF SOLANO RESERVATIONS**  
**IFB 38-0607-13**

**County of Solano Hereby Reserves the Following Rights:**

1. Reject any and all bids, or to cancel this IFB in part or in its entirety;
2. Waive any variances in bids provided such action is in the best interest of the County;
3. Amend this IFB at any time;
4. Cancel or reissue the IFB at its sole discretion;
5. Cancel any award and re-solicit bids for services herein specified due to the increased or added costs, if in its opinion increased prices are greater than those of the general market;
6. Cancel any award and re-solicit bids in the event services cannot commence with ten (10) days after the specified date for start of work;
7. Reject any and all bids considered not to be in the best interest of the County;
8. Waive any and all minor irregularities, reject immaterial omissions or defects in bids; and,
9. Reduce or increase any specification, in whole or in part due to budget constraints.

Furthermore, any bid received which does not meet the requirements of this IFB, may be considered to be non-responsive, and may be rejected. The County may reject any bid that does not comply with all of the terms, conditions, and performance requirements of this IFB.

I hereby acknowledge that I have read, understand, and agree to the County’s stated rights:

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

**RETURN THIS PAGE WITH BID**

**SIGNATURE PAGE - IFB 38-0607-13**

EVERY SUBMITTAL MUST CONTAIN A FULLY EXECUTED SIGNATURE PAGE, SUPPLYING ALL REQUIRED INFORMATION, SIGNATURE, AND TYPE NAME AND TITLE OF THE INDIVIDUAL LEGALLY AUTHORIZED TO COMMIT THE VENDOR TO A BINDING CONTRACT TO EXECUTE ALL SPECIFICATIONS, PROVISIONS, TERMS AND CONDITIONS CONTAINED HEREIN.

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ Zip: \_\_\_\_\_

BY: \_\_\_\_\_

SIGNATURE

PRINTED NAME

TITLE

DATE

**RETURN THIS PAGE WITH BID**

**EXPERIENCE STATEMENT**  
**IFB NO.: 38-0607-13**

List at least five references for Services of this or a similar nature provided to other government agencies within the last three years.

I hereby certify I have provided the equipment to the references listed below.

\_\_\_\_\_  
Signature of Bidder's Authorized Representative

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

Print Name \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number \_\_\_\_\_ E-Mail: \_\_\_\_\_

Description of work	Year	Dollar Amount	Contact Name and Address	Phone

**RETURN THIS PAGE WITH BID**

**BID BOND  
IFB NO.38-0607-13  
TREE AND OBSTRUCTION REMOVAL**

The Surety Company issuing bond shall be licensed to transact business in the State of California. Bonds shall be certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached.

**KNOW ALL BY THESE PRESENTS:**

That we,

\_\_\_\_\_  
(Name of Principal)

\_\_\_\_\_  
(Address of Principal)

as Principal, hereinafter called the Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

as Surety, hereinafter called the Surety, do hereby acknowledge ourselves indebted and securely bound and held unto the County of Solano as Obligee, hereinafter called the Obligee, and in the penal sum of

\_\_\_\_\_  
(Dollar Amount of Bond)

good and lawful money of the United States of America, for the use and benefit of those entitled thereto, for the payment of which, well and truly to be made, we bind ourselves, our heirs, our administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

**BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:**

**WHEREAS**, the Obligee has engaged the Principal for a sum not to exceed

\_\_\_\_\_  
(Contract Maximum Liability)

to complete Work detailed in the Scope of Services detailed in the County of Solano Request for Bids bearing the IFB Number: F14-0506-11

\_\_\_\_\_  
(IFB Number): \_\_\_\_\_



and further detailed in a written Contract bearing the Contract Number (assigned by the County of Solano):

---

(Contract Number)

a copy of which said Request for Bids and Contract are by reference hereby made a part hereof, as fully and to the same extent as if copied at length herein.

**NOW, THEREFORE**, if the Principal shall fully and faithfully perform all undertakings and obligations under the Contract hereinbefore referred to and shall fully indemnify and hold harmless the Obligees from all costs and damage whatsoever which it may suffer by reason of any failure on the part of the Principal to do so, and shall fully reimburse and repay the Obligees any and all outlay and expense which it may incur in making good any such default, and shall fully pay for all of the labor, material, and Work used by the Principal and any immediate or remote sub-contractor or furnisher of material under the Principal in the performance of said Contract, in lawful money of the United States of America, as the same shall become due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.

**AND** for value received, it is hereby stipulated and agreed that no change, extension of time, alteration, or addition to the terms of the Contract or the Work to be performed thereunder or the specifications accompanying the same shall in any wise affect the obligation under this bond, and notice is hereby waived of any such change, extension of time, alteration, or addition to the terms of the Contract or the Work or the specifications.

**IN WITNESS WHEREOF** the Principal has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ .

**WITNESS:**

\_\_\_\_\_  
(Name of Principal)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Authorized Signature of Principal)

\_\_\_\_\_  
(Signature of Attorney-in-Fact)

\_\_\_\_\_  
(Name of Signatory)

\_\_\_\_\_  
(Name of Attorney-in-Fact)

\_\_\_\_\_  
(Title of Signatory)

\_\_\_\_\_  
(Solano License Number of Surety)

## IMPORTANT NOTICE

### BID DOCUMENTS TO BE RETURNED WITH YOUR BID, IFB F14-0506-11

The following forms must be completed and submitted with bid on or before the Submittal Deadline.

- a. BID FORM
- b. Non-Collusion Affidavit (Attachment 1)
- c. Certificate of Compliance(Attachment 2)
- d. County Reservations (Attachment 3)
- e. Signature Page (Attachment 4)
- f. Reference Form (Attachment 5)
- g. Bid Bond (Attachment 6)
- h. Bid Documents Return Page(Attachment 7)
- i. Other as required by IFB

Failure to complete, sign (where required), and return the above bid documents with your quote may render this bid non-responsive.

### ACKNOWLEDGEMENT

PRINT NAME \_\_\_\_\_

SIGN NAME \_\_\_\_\_

PRINT NAME \_\_\_\_\_

DATE \_\_\_\_\_

**RETURN THIS PAGE WITH BID**

# GENERAL SERVICES DEPARTMENT



MICHAEL J. LANGO  
DIRECTOR

CENTRAL SERVICES  
DIANNE E. LUNA, C.P.M.  
CENTRAL SERVICES MANAGER

### DECLARATION OF LOCAL BUSINESS

Solano County gives local businesses a preference in formal solicitations of goods and services as set forth in 9.6.3 of the County’s Purchasing and Contracting Policy Manual and Section 22-24 of the Solano County Code.

In order to qualify for this preference, a business must meet all of the following criteria:

- a valid business license issued from the County or a political subdivision within the County; and
- its principal business office, or a satellite office with at least one full-time employee, located in the County.

By completing and signing this form, the undersigned states that, under penalty of perjury, the statements provided herein are true and correct and that the business meets the definition of a local business 9.6.3 of the County’s Purchasing and Contracting Policy Manual and Section 22-24 of the Solano County Code.

All information submitted is subject to investigation, as well as is closure to third parties under the California Public Records Act. Incomplete, unclear, or incomprehensible responses to the following will result in the bid not being considered for application of the County’s local preference policy. False or dishonest responses will result in rejection of the bid and curtail the declarant’s ability to conduct business with the County in the future. It may also result in legal action.

1. Legal name of business: \_\_\_\_\_
2. Physical address of principal place of business or satellite office with at least one \_\_\_\_\_
3. Please provide a copy of your business license issued by County of Solano, or incorporated city within the County:

License Number: \_\_\_\_\_ Issued by: \_\_\_\_\_

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

Printed Name & Title: \_\_\_\_\_

**RETURN THIS PAGE WITH BID (IF APPLICABLE)**