



COUNTY OF MENDOCINO
Executive Office
Central Services Division

CARMEL J. ANGELO
CHIEF EXECUTIVE OFFICER
PURCHASING AGENT

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General Information for Construction Contractors

Contractor's License

All Contractors and sub-contractors performing work for the County must hold a valid and current State of California license for the type of work for which they were contracted.

Insurance

Contractor, at his/her expense, shall secure and maintain at all times during the entire period of performance under this Contract, insurance as set forth below with insurance companies acceptable to the County of Mendocino.

Contractor shall provide to the County of Mendocino certificates of insurance with endorsements properly executed by an officer or authorized agent of the issuing insurance company evidencing coverage and provisions as stated below:

Insured

Name the County of Mendocino, its elected or appointed officials, employees, agents and volunteers as additional insured with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) Premises owned, leased or used by the Named Insured, or (d) Ownership, operation, maintenance, use, loading or unloading of any vehicle owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the County of Mendocino, its elected or appointed officials, employees, agents and volunteers.

Severability of Interest

Provide that the inclusion of more than one named insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Contribution Not Required

Provide that as respects: (a) work performed by the Named Insured on behalf of the County of Mendocino; or (b) products sold by the Named Insured to the County of Mendocino; or (c) premises leased by the Named Insured from the County of Mendocino; or (d) ownership, operation, maintenance, use, loading or unloading of any vehicle owned, leased, hired or borrowed by the Named Insured, the insurance afforded by this policy shall be primary insurance as respects the County of Mendocino, its elected or appointed officials, employees, agents and volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the County of Mendocino, its elected or appointed officials, employees, agents and volunteers shall be excess of this insurance and shall not contribute with it.

Coverage Below Minimum Required Notice

Provide that the limits of insurance afforded by this policy shall not fall below the minimum requirements of the County of Mendocino without notice to the County of Mendocino by certified mail return receipt requested. Such notice shall be addressed to: County of Mendocino, 841 Low Gap Road, Ukiah, California 95482, Attn: Risk Management.

Cancellation Notice

Provide that the insurance afforded by this policy shall not be suspended, voided, canceled, non-renewed or reduced in coverage or in limits except after thirty (30) days prior written notice, delivered in person or by First Class U.S. Mail, has been given to the County of Mendocino. Such notice shall be addressed to: County of Mendocino, 841 Low Gap Road, Ukiah, California 95482, Attn: Risk Management.

Contractor shall furnish to the County of Mendocino certificate(s) of insurance evidencing Workers Compensation Insurance coverage to cover its employees. The Contractor shall require all subcontractors similarly to provide Workers Compensation Insurance as required by the Labor Code of the State of California for all of the Contractor's and subcontractors' employees.

The Contractor shall not commence work, nor shall he allow his employees or subcontractors or anyone to commence work until all insurance required and provisions contained herein have been submitted to and accepted by the County of Mendocino. Failure to submit proof of insurance as required herein may result in awarding said contract to another bidder. Failure to comply with the insurance requirements set forth herein shall constitute a material breach of contract and, at County of Mendocino's option, shall subject this contract to termination.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the County of Mendocino from taking such other action as is available to it under any other provisions of this contract or otherwise in law.

Scope of Liability Coverages

Contractor shall furnish to the County of Mendocino certificates of insurance evidencing at the minimum the following:

- Public Liability-Bodily Injury (not auto) \$500,000 each person; \$1,000,000 each accident; and
- Public Liability-Property Damage (not auto) \$500,000 each occurrence; \$1,000,000 aggregate.

---or---

- Combined Single Limit Bodily Injury Liability and Property
- Damage Liability (not auto) \$1,000,000 each occurrence.

- Vehicle-Bodily Injury \$500,000 each person, \$1,000,000 each occurrence; and
- Vehicle-Property Damage \$1,000,000 each occurrence.

---or---

- Combined Single Limit Vehicle Bodily Injury and Property Damage Liability \$1,000,000 each occurrence.

WORKERS COMPENSATION CERTIFICATION

Contractor certifies as follows: "I am aware of the provisions of Section 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 provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract". (Labor Code Section 1861)

Hold Harmless Agreement

Contractor agrees to indemnify and hold harmless County, its elected or appointed officials, employees or volunteers against any claims, actions, or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorneys' fees, for personal injury or death, or for the loss or damage to property, or any or all of them, arising out of or in any way connected with the performance or non-performance of this Agreement by Contractor.

Compliance With Labor Code

Contractor, and all subcontractors employed on this job, shall comply fully with all provisions of the California Labor Code, Sections 1770 and 1773 (General Prevailing Wage Rates) and Section 1777.5 (Apprentices) relating to public works projects. A copy of the prevailing rate of per diem wages is on file, for each labor classification, at the County Purchasing Division office or online at the State's website at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The prevailing wage rates shall be posted by contractor at each job site. At County's request, Contractor shall provide County copies of certified payroll records evidencing compliance with prevailing wage requirements.

Signature Authority

The County Purchasing Agent has authority to enter into maintenance contracts up to \$50,000. Above \$50,000, maintenance contracts are required to have Board of Supervisors approval. The County has adopted the Uniform Public Construction Cost Accounting *alternative procedures* for public projects. Under the UPCCA, the Board of Supervisors has authorized the Purchasing Agent to contract for public projects up to \$45,000. Public projects between \$45,000 and \$175,000 may also be executed by the Purchasing Agent, but are subject to the informal bid requirements specified in the UPCCA. Public projects over \$175,000 must be approved by the Board of Supervisors and must be let to formal bid.

For public projects less than \$45,000, the County may use County workforce or have the work performed by contract. While there is no requirement to do so, the County adheres to 'best practices' in competitive bidding, as follows: \$5,000 (1 bid); \$5-10,000 (2 bids); \$10-45,000 (minimum of 3 bids); over \$45,000 is to be informally bid; over \$175,000 formally bid.

Bid Package

The County's formal and informal bid packages include detailed job specifications, and directions on what documents are to be included with the bid: How a bid will be awarded, what documents require a Notarized signature, and where to deliver the bid.

If there are any changes made to the specifications, contractors will receive a written addendum. Contractors are advised to bid based on the written bid unless a written addendum changing the specifications has been received. If contractors wish to offer something other than what is specified, they may complete the bid as requested and then add additional sheets of paper describing an alternate offer. It is critical that the bid be filled out and signed as required by the bid instructions in order to assure a bid to be considered.

Contractor Selection Process

Contractor selection must meet the requirements and procedures of the California Public Contracts Code, the Uniform Public Construction Cost Accounting Act and the County of Mendocino General Services Agency/Central Services Division.

Public projects with a contract value between \$5,000 and \$45,000:

- Written bids are informally solicited from selected contractors from the General Services Agency/Central Services Division's list of contractors.
- The Facilities and Fleet Division Manager and/or Purchasing Agent directly negotiate public projects with a contract value of less than \$10,000 (utilizing the 'Best Practices' competitive bidding process).
- A construction project agreement will be awarded to the lowest responsive and responsible bidder.
- The contract is executed by the Purchasing Agent.

Public projects with a contract value over \$45,000 but under \$175,000 are subject to the informal bidding process required for such projects by the UPCCA.

- Bid documents are distributed to contractors on the approved list by the Mendocino County General Services Agency/Central Services Division and the North Coast Builders' Exchange is notified. Bids are received by the General Services Agency/Central Services Division
- The construction project agreement is awarded to the lowest responsive and responsible bidder and a contract is issued for the work.
- The contract is executed by the Purchasing Agent.

Construction projects with a contract value over \$175,000 are subject to the formal bidding process required for such projects by the UPCCA:

- Invitations for Bids are published in local newspapers and the required Builders' Exchanges and notification is provided to the required Builders' Exchanges.
- Bids are received and opened by the County Purchasing Agent. Bidders' names are removed from bid copies forwarded to the Facilities and Fleet Division Manager for evaluation.
- The project is awarded to the lowest responsive and responsible bidder by the Board of Supervisors.
- The contract is executed by the Board of Supervisors.

Bonding

Bonds are generally required on projects valued at \$25,000 or more. Bonds guarantee that the bidder on a project will enter into the contract and furnish the required payment and performance bonds. A bond is usually for 10% of the total project cost. Bonds may be required for projects less than \$25,000.