

DEPARTMENT: Public Works

By: Michael Edwards Phone: 966-5356
Director

RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes___ No X)

Public Works recommends that the Board adopt the attached plans and specifications for transporting cover material from the Adult Detention facility to the County Landfill, PW 94-16; authorize advertisement for bids; set bid date for January 6, 1995, at 10:00 a.m. and authorize the Public Works Director to execute a contract with the lowest responsible bidder.

The Board of Supervisors previously authorized this work on October 11, 1994, by resolution 94-441. However Public Works was unable to go forward because the earth moving subcontractor on the Adult Detention Facility was unable to provide the necessary insurance. Public Works therefore recommends that this project be put out to formal bid.

The Public Works Department recommends that the Board rescind resolution 94-441.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board approved total funding of \$10,000 for this project in the 94/95 budget, and previously authorized the work by Resolution 94-441.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No action will delay completion on this project.

COSTS: Not Applicable

A. Budgeted current FY \$10,000

B. Total anticipated costs \$10,000

C. Required additional funding \$0

D. Internal transfers \$

SOURCE: 4/5th Vote Required

A. Unanticipated revenues \$

B. Reserve for contingencies \$

C. Source description: _____

Balance in Reserve Contingencies, if approved: \$ _____

SPECIAL INSTRUCTIONS:
List the attachments and number the pages consecutively:

1. Plans and Specifications

CLERK'S USE ONLY

Res. No.: 94-531 Ord. No. _____

Vote - Ayes: 4 Noes: _____

Absent: Toher Abstained: _____

Approved Denied

Minute Order Attached No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office.

Date: _____

ATTEST: MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California

By: _____
Deputy

ADMINISTRATIVE OFFICER'S RECOMMENDATION:
This item on agenda as:

Recommended

Not Recommended

For Policy Determination

Submitted with Comment


Returned for Further Action

Comment: _____

A.O. Initials: [Signature]

MARIPOSA COUNTY BOARD OF SUPERVISORS

MINUTE ORDER

TO: MIKE EDWARDS, Public Works Director
FROM: MARGIE WILLIAMS, Clerk of the Board 
SUBJECT: Transport of Cover Material from Adult
Detention Facility to the County Landfill
Res. No. 94-521
Res. No. 94-522-Rescinding Res. No. 94-521
Res. 94-531

THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, CALIFORNIA,

ADOPTED THIS Order on December 13, 1994

ACTION AND VOTE:

Approval of Consent Agenda (See End of Minutes)

BOARD ACTION: (M)Balmain, (S)Parker, all items were approved/Ayes: Baggett, Balmain, Erickson, Parker; Excused: Taber.

Following further discussion, (M)Parker, (S)Balmain, Res. 94-522 adopted rescinding approval of Consent Agenda item 4, with item to be further discussed with Public Works Director later this date/Ayes: Baggett, Balmain, Erickson, Parker; Excused: Taber.

Consent Agenda item 4 - Discussion was held with Mike Edwards/Public Works Director, relative to doing the work in-house versus contracting the work out. (M)Parker, (S)Balmain, Res. 94-531 adopted approving plans and specifications and authorizing advertisement for bids, with direction that information be brought back relative to costs for doing the work in-house/Ayes: Baggett, Balmain, Erickson, Parker; Excused: Taber.

MINUTE ORDER
12/22/94
Page Two

CA-4 Resolution Adopting Plans and Specification for
Transport of Cover Material from Adult Detention
Facility to County Landfill, Public Works Project
Number PW 94-16; Authorizing Advertisement for
Bids, Setting Bid Date for 01/06/95; Authorizing
Public Works Director to Execute Contract with
Lowest Responsible Bidder; and Rescinding
Resolution Number 94-441 (Public Works Director);
Res. 94-521 approved, and Res. 94-522 rescinded
approval; and further action was taken by Res. 94-
531

cc: Jeffrey G. Green, County Counsel
 Jim Moffett, Chief Probation Officer
 Ken Hawkins, Auditor



PLANS AND SPECIFICATIONS FOR

PROJECT NO. PW 94-16

**MARIPOSA COUNTY
TRANSPORT EXCAVATED MATERIAL FROM ADULT DETENTION FACILITY
TO COUNTY LANDFILL**

MARIPOSA COUNTY

MARIPOSA, CALIFORNIA

CONTRACT DOCUMENTS

**TRANSPORT EXCAVATED MATERIAL FROM ADULT DETENTION FACILITY
TO COUNTY LANDFILL**

PROJECT NO. PW 94-16

BOARD OF SUPERVISORS

Arthur G. Baggett Jr., Chairman
Doug Balmain
Eric J. Erickson
Garry R. Parker
Gertrude R. Taber

Michael D. Edwards, Director of Public Works

12/6/1994



COUNTY of MARIPOSA

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356

DEPARTMENT OF PUBLIC WORKS

Divisions of:
Design & Construction
Administration
Operations

December 6, 1994

Michael D. Edwards
Director

BID FORM

Project No. PW 94-16

Load and transport approximately 5000 cubic yards of excavated earth cover material from the location of the newly constructed Adult Detention facility to the Mariposa County Landfill and stockpile at the landfill at a location designated by the engineer, as described in the specifications:

UNIT Bid (unit price, \$/ton): \$ _____

Total Bid, assuming 7200 tons: \$ _____

Bid opening will be on Friday, January 6, 1995, at 10:00 a.m. at the Public Works office located at the above address. Project will be awarded within 30 days of bid opening. A bid bond or cashiers check in the amount of ten percent (10%) of the total bid (assuming 7200 tons) is required to accompany the bid. Bid Documents may be obtained from the Mariposa County Public Works Department Office at a non-refundable cost of \$5.00. The office is located at 4639 Ben Hur Road, Mariposa, CA 95338.

This is a Public Works Project. In accordance with the provisions of Sections 1770-1774 of the Labor Code, the Contractor and any subcontractors shall conform to the general prevailing rate of wages as determined by the Director of Industrial Relations.

The Contractor will be required to provide a performance bond in the total amount of the award (assuming transport of 7200 tons), should he be awarded the work. Said bond shall be provided by the Contractor prior to the County providing a "Notice to Proceed". No additional performance bonding will be required if the transport exceeds 7200 tons.

Payment for the above-quoted "Transport Cover material from Adult Detention Facility to Landfill" shall be at a unit price per ton

of material transported. It is estimated that there are 7200 tons of material to be transported. The quoted unit price in this bid shall be valid for all material transported up to and including 7500 tons. If the amount of material exceeds 7500 tons, the Public Works director must be notified and agree to said transport prior to transport of any material in excess of 7500 tons.

Any material in excess of 7500 tons, up to 9000 tons, shall be transported for a unit price equal to 95% of the bid unit price.

Any material in excess of 9000 tons shall be transported for a unit price equal to 90% of the bid unit price.

The landfill scales shall be used to determine the weight of material transported. All trucks and trailers utilized shall be certified as to empty weight prior to first transport on the landfill scales. The contractor shall not be responsible for any cost associated with using the landfill scales.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 23 United States Code, Section 112 Non-Collusion Affidavit and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____

Bidder _____

Address _____

Contractor's license Number: _____

License Classification: _____

Expiration Date of License: _____

TRANSPORT COVER MATERIAL FROM ADULT DETENTION FACILITY TO COUNTY LANDFILL, PROJECT NO. PW 94-16

Scope of Work

The work consists of transport of excavated earth cover material from the newly constructed Adult Detention facility, located approximately one mile north of the community of Mariposa to the County Landfill, located approximately two miles north of the new detention facility. Both the Adult Detention Facility and the County Landfill are accessed off State Highway 49N.

The cover material is loose earth, mainly clay, excavated during the construction of the adult detention facility. The material contains rocks and boulders of various sizes. Both earth and boulders shall be hauled to the landfill site. The contractor shall have no responsibility for separating or classifying this material. At the contractor's option, and at no cost to the County, the contractor can choose to leave any larger boulders at the Adult Detention facility site, provided he leaves them all neatly in one location adjacent to the original material pile as directed by the Engineer. No smaller material or earth shall be left with these boulders.

It is estimated that there are 7200 tons of material to be transported. The quoted unit price in this bid shall be valid for all material transported up to and including 7500 tons. If the amount of material exceeds 7500 tons, the Public Works director must be notified and agree to said transport prior to transport of any material in excess of 7500 tons.

Any material in excess of 7500 tons shall be transported for a unit price equal to 95% of the bid unit price. Any material in excess of 9000 tons shall be transported for a unit price equal to 90% of the bid unit price.

The landfill scales shall be used to determine the weight of material transported. All trucks and trailers utilized shall be certified as to empty weight prior on the landfill scales prior to first transport of cover material. If transport is not completely empty after dumping, due to moisture, the Engineer may direct that empty weight be taken after each load.

The material will be stock piled at the Landfill at the three locations shown on the accompanying drawing (ground water contour map), labeled Figure 1. For bid purposes, Contractor should assume that one-third of the material will be stock piled at each location. No extra compensation or deduction will be allowed if more material or all of the material is placed at any one of these locations.

Performance

The Contractor shall furnish all labor, materials, tools, equipment, incidentals and do all the work described in these specifications, which is awarded, except for the landfill scales. No Building Permit is required for this project.

The contractor shall perform all work in accordance with these Specifications, and any additional requirements of the Mariposa County Public Works Department. The contractor shall conform to provisions of the Standard Specifications, CalTrans on matters not otherwise specifically addressed by these specifications.

All work shall be done in a neat and workmanlike manner according to the best trade practices. The site at the Adult Detention facility from which the material is hauled shall be cleaned up, graded and shaped to drain to the satisfaction of the Engineer, at no additional cost to the County.

Contractor shall field verify all data and existing conditions before submitting a bid for this project.

Beginning of Work and Time of Completion

Contractor shall begin work as soon as feasible after approval of the Mariposa County Public Works Director, and shall diligently prosecute the same to completion prior to March 1, 1995.

Payment

Payment for this work shall be made after completion and acceptance of the work, within 45 days after an invoice is submitted from the Contractor to the County upon acceptance of the work by the Director of Public Works. The contractor shall obtain weight tickets for each load from the landfill scales operator. These tickets shall be turned into the Public Works inspector each day that material is transported. Payment will be based on verification of the weight tickets.

Contract

The Successful bidder shall sign the contract contained in these specifications. The contractor shall provide a performance bond in the amount of the award, prior to commencing work. Copies of acceptable bond forms are attached. The Contractor may also submit bonds on forms normally used by sureties licensed to conduct business in California.

The contractor shall provide evidence of workers' compensation insurance and shall provide \$1,000,000 of general liability insurance, indemnifying the County of Mariposa, with respect to this project. The contractor shall also provide \$500,000 of vehicle liability insurance, indemnifying the County of Mariposa, with respect to this project.

CONTRACT FOR SERVICES

This AGREEMENT made this _____ day of _____, 1995 between:

COUNTY: County of Mariposa, care of the
Department of Public Works, having a
principal place of business at 4639 Ben
Hur Road, Mariposa, California 95338.

and

CONTRACTOR: _____

ARTICLE 1. TERM OF CONTRACT

1.01 Contract Term: This agreement will become effective on _____, 1995 and will continue in effect until _____, 1995 unless terminated in accordance with the provisions of Article 7 of this agreement.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employers and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

3.01 Specific Services: Contractor agrees to furnish all equipment to load, haul and dump the cover material, in accordance with Bid Form Project No. PW 94-16 and attached specifications dated December 6, 1994.

3.02 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contract's services.

3.03 Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this agreement. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of these assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

ARTICLE 4. COMPENSATION

4.01 Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor for transport up to 7500 tons:

Unit Price, \$/ton of \$ _____.

For transport between 7500 and 9000 tons:

Unit Price, \$/ton of \$ _____.

For transport in excess of 9000 tons:

Unit Price, \$/ton of \$ _____.

4.02 Invoices: Contractor shall submit invoices for all services rendered.

4.03 Date for Payment of Compensation: Payment shall be made within 45 days of invoices being submitted from the Contractor to the County, and approval and acceptance of the work by the Director of Public Works.

4.04 Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of equipment provided by Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall be responsible for no expense incurred by Contractor in performing services for County, except for the cost of the Mariposa County Building Permit.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

- 5.01 Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this agreement except the landfill scales. Contractor is not required to purchase or rent any tools, equipment or services from County.
- 5.02 Workers' Compensation: Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.
- 5.03 Indemnification of Liability: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of insurance in the minimum amount of one million dollars (\$1,000,000) to cover any such claims. Contractor shall also maintain five hundred thousand dollars (\$500,000) of vehicle liability insurance in addition to his general liability insurance.
- 5.04 Assignment: Neither this agreement nor any duties or obligations under this agreement may be assigned by Contractor without the prior written consent of County.
- 5.05 State and Federal Taxes: As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:
- a. County will not withhold FICA (Social Security) from Contractors payments;
 - b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
 - c. County will not withhold state or federal income tax from payment to Contractor;
 - d. County will not make disability insurance contributions on behalf of Contractor;
 - e. County will not obtain worker's compensation insurance on behalf of Contractor.

ARTICLE 6. OBLIGATION OF COUNTY

- 6.01 Cooperation of County: County agrees to comply with all reasonable requests of Contractor (and provide access to all documents reasonably) necessary to the performance of Contractor's duties under this agreement.
- 6.02 Assignment: Neither this agreement nor any duties or obligations under this agreement may be assigned by County without the prior written consent of contractor.

ARTICLE 7. TERMINATION OF AGREEMENT

- 7.01 Termination on Occurrence of Stated Events: This agreement shall terminate automatically on the occurrence of any of the following events:
1. Bankruptcy or insolvency of either party;
 2. Death of Contractor.
- 7.02 Termination by County for Default of Contractor: Should Contractor default in the performance of this agreement or materially breach any of its provisions, County, at County's option, may terminate this agreement by giving written notification to Contractor.

ARTICLE 8. GENERAL PROVISIONS

- 8.01 Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.
- 8.02 Entire Agreement of the Parties: This agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other

agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

8.03 Partial Invalidity: If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

8.04 Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

8.05 Governing Law: This agreement will be governed by and construed in accordance with the laws of the State of California.

Executed at Mariposa County, California, on the date and year first above written.

CONTRACTOR;
Company Name:

COUNTY:

County of Mariposa

By: _____
Signature (date)

By: _____
Signature (date)

Typed Name

Michael D. Edwards
Director of Public Works

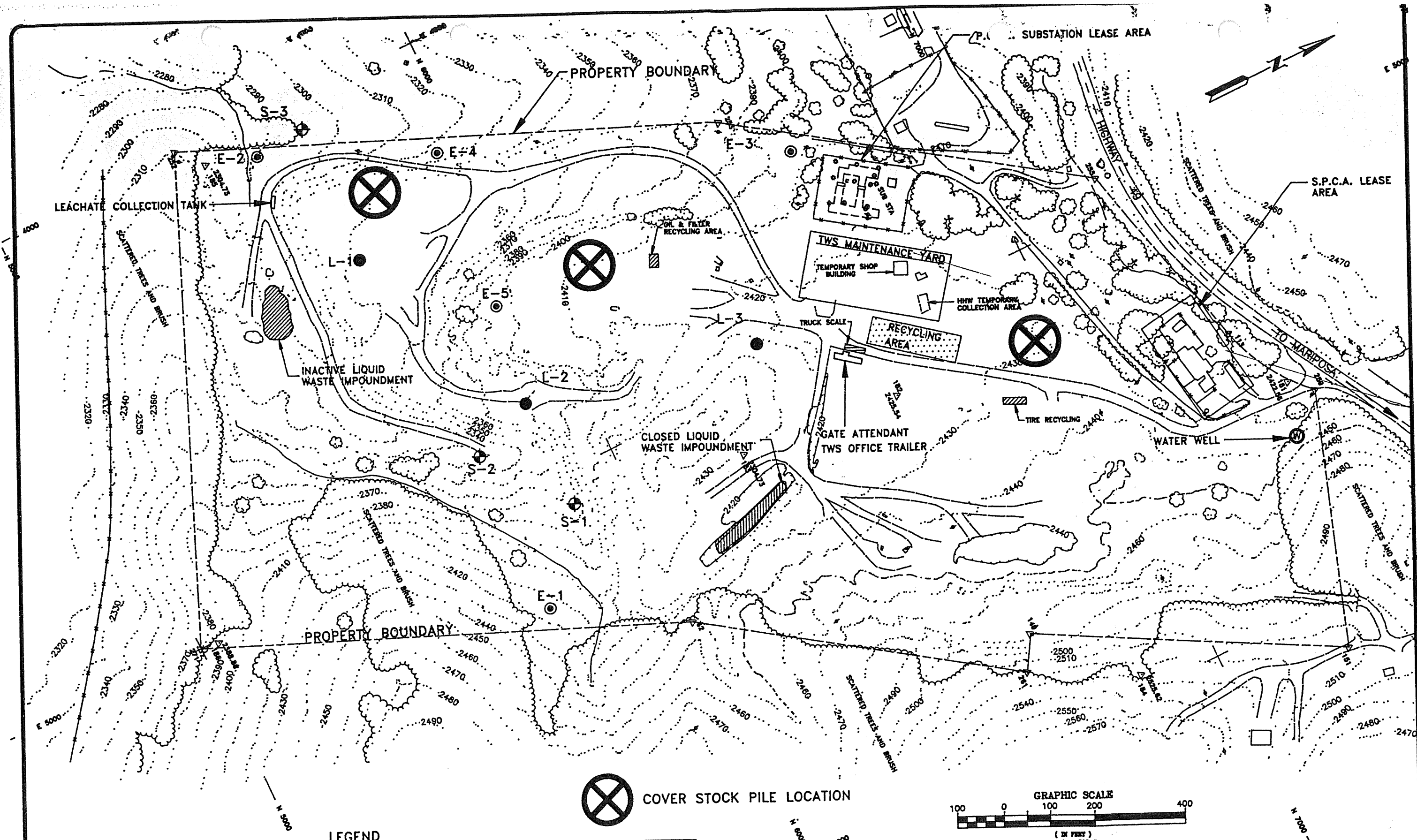
Social Security or Taxpayer

Identification Number _____

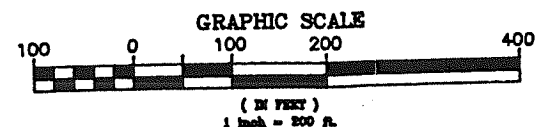
Contractor Number _____



Approved As to Form:


Jeffrey G. Green
Mariposa County Counsel



 COVER STOCK PILE LOCATION



E-1  GROUND-WATER MONITORING WELL, SHOWING GROUND-WATER ELEVATION (FT. M.S.L.) MEASURED 5/18/94
 S-1  SURFACE-WATER SAMPLING LOCATION

 POTENTIOMETRIC CONTOUR LINE AND ELEVATION (FT. M.S.L.), DASHED WHERE INFERRED, QUERIED WHERE UNCERTAIN

EARTH HAUL FROM
 ADULT DETENTION FACILITY
 PW 94-16

MARIPOSA COUNTY
 DEPARTMENT OF PUBLIC WORKS
 MARIPOSA COUNTY LANDFILL
 MARIPOSA COUNTY, CALIFORNIA

FIGURE
 1