

**TOWN OF LOOMIS
PLACER COUNTY, CALIFORNIA**




BID DOCUMENT

Sunrise Loomis Comfort Station

April 2020
NOTICE INVITING BIDS
PROPOSAL
AGREEMENT
SPECIAL PROVISIONS
AND
TECHNICAL SPECIFICATIONS
ATTACHMENTS

Contact:
Brit Snipes, Town Engineer
3665 Taylor Road
Loomis, California 95650
Tel.: (916) 652-1840


May 5, 2020

BIDS OPEN: MAY 21, 2020 (THURSDAY) @ 3:00 p.m.

Deliver Bids To: Town Offices - Town Clerk's Office
3665 Taylor Road
Loomis, CA 95650

NOTE If you choose to mail your Bid Proposal, both the outside and inside envelope **MUST** be clearly marked as

[SEALED BID FOR: SUNRISE LOOMIS COMNFORT STATION PROJECT- DELIVER IMMEDIATELY TO TOWN CLERK'S OFFICE]

IMPORTANT INFORMATION TO KNOW BEFORE BIDDING

No work shall begin on the roadway until after 8:30am. Prep work alongside the roadway is allowed to begin at 7:00am. No road closures and flagging will be required. All streets shall be open to at least one lane of traffic during construction. The full width of the existing travel way shall be open for use by traffic at the end of the day. Work shall end on the roadway by 4:00pm. If work occurs on Saturdays, the hours shall be 8:00am to 5:00pm. No work shall be conducted on Sundays, designated legal holidays, after 4:00 p.m. on Weekdays, or the day preceding designated legal holidays.

All material generated during the removal and replacement process shall be trucked to an approved location out of town. If the Contractor decides to dump the loads within the Town limits, the Contractor will be required to get Town approval of the location and obtain a Grading Permit. The amount of cubic yards deposited will be used to establish the cost of the permit.

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NOTICE INVITING BIDS

Notice is hereby given that the Town Council of the Town of Loomis, State of California, will receive sealed bids at the office of the Town Clerk of said Town, Town Hall, 3665 Taylor Road, Loomis, California 95650, for:

Sunrise Loomis Comfort Station

Each bidder must submit a proposal to the Town Clerk on standard forms which are contained in the project specifications. Said proposal to be accompanied by a certified check or bidder's bond of ten percent of the amount of the bid submitted, to be made payable to the Town of Loomis.

Contractor and subcontractors who may be awarded a contract will be required to maintain an affirmative action program, the standards of which are contained in the Standard Specifications. The Town Council of the Town of Loomis reserves the right to reject any or all bids received as the public good may require.

Plans and specifications, to which all prospective bidders are referred, are available in the office of the Town Engineer, Town Hall. A charge of **\$35.00** (sales tax included) will be made for a complete set of plans and specifications, which is nonrefundable. Checks should be made payable to the Town of Loomis.

Notice is hereby given that pursuant to Section 1770, et. seq., of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of California Department of Industrial Relations.

The Contractor shall forfeit, as penalty to the Town, twenty-five dollars (\$25.00) for each day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him or by any subcontractor under him, in violation of the provisions of such Labor Code. The provisions of Section 1775 of said Labor Code shall be complied with.

Notice is also hereby given that all bidders may be required to furnish a sworn statement of their financial responsibility, technical ability and experience before award is made to any particular bidders. Before submitting bids, Contractor shall be licensed in accordance with the provisions of Section 7000 through 7145, inclusive, of the Business and Professions Code of the State of California. The successful Contractor will be required to furnish two acceptable surety bonds; one for faithful performance and the other for labor and materials. Each bond is to be executed in a sum equal to one hundred percent (100%) of the contract price. The successful Contractor will be required to obtain a business license from the City and pay related fees.

A General Class "B" Contractor's License is required to complete this project. No bidder may withdraw his bid for a period of forty-five (45) days after the date set for the opening thereof.

Brit Snipes, Town Engineer

PROPOSAL

Sunrise Loomis Comfort Station

Quantities are for bid purposes only. Each item shall be paid for actual quantities placed. The actual quantities may increase by 50% or be decreased by 50% without adjustment to the unit prices.

The undersigned, as bidder, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the locale of the proposed work, the proposed form of contract; and he proposes and agrees if this Proposal is accepted that he will contract with the Town, in the form of a copy of the Agreement herein contained; to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all materials specified in the contract, in the manner and time herein prescribed, and according to the requirements of the Town Engineer as therein set forth, and that he will take in full payment therefor, including all applicable State and Federal Taxes and utility connection or service fees, the following prices to wit:

Sunrise Loomis Comfort Station					
Item	Description	Quant.	Units	Item Price	Total
1	Site Work	1	LS		
2	Concrete	1	LS		
3	Sanitary Sewer Connection	1	LS		
4	Water connection	1	LS		
5	Building	1	LS		
For the 2016 Road Maintenance Project, the Lump Sum Price of:			Total Base Bid: \$		

LS - Lump Sum, SF - Square Feet, LF – Lineal Feet, EA – Each

NOTE: THE CONTRACTOR IS ENCOURAGED TO INVESTIGATE THE PROJECT LIMITS TO SEE WHAT IS INVOLVED IN TRAFFIC CONTROL AND ALL OTHER SCOPES OF WORK.

All utility boxes and manholes shall be raised by the Utility Provider unless specifically stated in the specifications. The Contractor shall coordinate all work with the Utility Providers. Contact the following agencies for more information: PCWA -530-823-4886, SPMUD – 916-786-8555, Wave Cable – 916-630-7180, AT&T – 916-453-7116 and PG&E Gas & Electric – 530-889-3256.

Proposal - Experience Statement
Sunrise Loomis Comfort Station

A record of the Bidder's experience in construction of a type similar to that contemplated under this Contract shall be set forth in the Bid documents. It is the intent of the Town to award the Contract to the Bidder who furnishes satisfactory evidence of having the requisite experience and ability, and of having sufficient capital, facilities, and plant to enable him to prosecute the work successfully and properly, as well as to complete it within the time named in the Contract.

To determine the degree of responsibility to be credited to the Bidder, the Town will weigh evidence that the Bidder has satisfactorily performed other contracts of like nature, magnitude, and comparable difficulty and rates of progress.

A record of the Bidder's experience in construction of a type similar to that contemplated under this Contract shall be set forth in the Bid documents. Alternate forms of an "Experience Statement" which may be submitted:

- A. Standard list of past jobs/clients typically documented by your firm.

Proposal - Noncollusion Affidavit
(To Be Executed By Bidder And Submitted With Bid)

Sunrise Loomis Comfort Station

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

NOTE: The above NONCOLLUSION AFFIDAVIT is part of the PROPOSAL. Signing this PROPOSAL on the signature portion thereof shall also constitute signature of this NONCOLLUSION AFFIDAVIT.

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

FOR OUR STATISTICAL INFORMATION:

Is your firm a Caltrans certified Minority Business Enterprise or Woman Business Enterprise (MBE/WBE)?

Yes/No:

Ethnic/Minority Category:

ADDENDA - This Proposal is submitted with respect to the changes to the Contract included in Addendum Numbers

(Fill in Addendum Numbers if Addenda have been received)

WARNING: *If an Addendum or Addenda have been issued by the Town and not noted above as being received by the Bidder, this Proposal may be rejected.*

If this Proposal is accepted and the undersigned should fail to contract as aforesaid, and to give the bonds in the sum determined as aforesaid, with surety satisfactory to the Town, within ten calendar days from the date of such acceptance, the Town may, at its option, determine that the bidder has abandoned the contract, and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the Town.

Accompanying this Proposal is _____ in the amount equal to at least ten percent of the bid.

Bidder _____ that Contractor's insurance underwriter shall submit proof of insurance using Town

(certifies or does not certify)

Insurance Forms. NOTE: Waiver of Subrogation for Workers Compensation is required for this project. Also, Builder's Risk may be required. If the Insurance Forms are not acceptable to the Town, the Town may, at its option, determine that the bidder has abandoned the contract, and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the Town.

WITNESS our hand(s) this _____ day of _____, 2020.

SIGNATURE OF BIDDER OR BIDDERS

(Firm Name) ADDRESS: _____

BY: (Signature)

(Printed Name)

TITLE: _____ PHONE NO.: _____

[Contractor's License Number & Classification(s)] [Expiration Date on License]

**THE FOLLOWING DOCUMENTS TO BE EXECUTED
BY THE BIDDER AWARDED THE CONTRACT.**

CONTRACT

At Loomis, California, this _____ day of _____, 2020, the TOWN OF LOOMIS, a municipal corporation, in Placer County, State of California, hereinafter called "TOWN" and _____ herein called "CONTRACTOR" hereby agrees:

1. That into this contract, as though fully set out herein, are incorporated the Notice Inviting Bids, Proposal, Special Provisions, Technical Specifications, Drawings, addenda, if any, to the Plans and Specifications and Drawings heretofore filed with the Town Engineer and such other writing as are incorporated in the foregoing, all as set forth in that document entitled Contract Book for **Sunrise Loomis Comfort Station Project** dated January 2020.
2. That CONTRACTOR shall perform and be bound by all of the terms and conditions of this contract as above expanded, and in strict conformity therewith shall perform and complete in good and workmanlike manner the **Sunrise Loomis Comfort Station Project**, in accordance with maps, plans and specifications on file in the office of the Town Engineer of the Town of Loomis.
3. That for such performances TOWN shall pay to CONTRACTOR the prices set forth in the accepted bid proposal item schedule shown within the Contract Book at the time and in the manner set forth on Special Provision SP-20 of the Contract Book. CONTRACTOR shall receive total compensation in an amount not to exceed \$_____ upon satisfactory completion of the work subject to Special Provision SP-18 of the Contract Book. CONTRACTOR shall accept such payment in full satisfaction of all claims incident to such performances.
4. That in no case shall any department, board or officer in the TOWN be liable for any portion of the contract price nor shall TOWN or any department, board or officer thereof be liable for any of the work performed by said CONTRACTOR under this contract.
5. That, in accordance with the provisions of Section 1296 of the Code of Civil Procedure of the State of California, in any arbitration, whether agreed to or required by law to resolve a dispute relating to this contract, the arbitrator's award shall be supported by law and substantial evidence.
6. CONTRACTOR shall assume the defense of, and indemnify and hold harmless TOWN, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, resulting from the performance of the work, provided that such action, damage, claim, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of property, whether upon or off the work, including the loss of use thereof, and is caused in whole or in part by any negligent act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not it is caused in part by a party indemnified hereunder.

Approved as to Form:

By: _____
Town Attorney, Town of Loomis

By: _____
Town Manager, Town of Loomis

Approved as to Sufficiency:

By: _____
Town Engineer, Town of Loomis

By: _____
Contractor

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____, as Principal, and _____, a corporation authorized to do business in the State of California and organized and existing under and by virtue of the laws of the State of _____ as Surety, are held and firmly bound unto the Town of Loomis, a municipal corporation of the County of Placer, the State of California, in the sum of \$_____ for the faithful performance of a certain contract hereinafter referred to, to be paid to the Town of Loomis for the payment of which well and truly to be made, the said Principal and the said Surety hereby bind themselves and, all and singularly, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this _____ day of _____ 2020.

WHEREAS, the said Principal has entered into the annexed contract with the Town of Loomis to perform and complete, in strict conformity herewith and in a good and workmanlike manner the 2014 Capital Improvement Program Project, in accordance with maps, plans and specifications on file in the office of the Town Engineer of the Town of Loomis.

NOW, THEREFORE, the conditions of the above and foregoing obligations are such that:

If the said Principal shall faithfully perform the said contract, then the above obligation with respect to the faithful performance of said contract shall be void; otherwise to remain in full force and effect.

And that said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

If case suit is brought upon this bond by the Town of Loomis, a reasonable attorney's fee, to be fixed by the court, shall be paid by Principal and Surety.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument the day and year first hereinabove written.

Approved as to Form:

By: _____
Town Attorney

By: _____
Principal (Contractor)

Approved:

By: _____
Town Manager

By: _____
Surety

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS, that _____, as Principal, and _____, a corporation authorized to do business in the State of California and organized and existing under and by virtue of the laws of the State of _____ as Surety, are held and firmly bound unto the Town of Loomis, a municipal corporation of the County of Placer, the State of California, in the sum of \$_____ for the benefit of laborers and material hereinafter designed to be paid to the Town of Loomis for the payment of which well and truly to be made, and said Principal and the said Surety hereby bind themselves and, all and singularly, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this _____ day of _____, 2020.

WHEREAS, the said Principal has entered into the annexed contract with the Town of Loomis to perform and complete, in strict conformity therewith in a good and workmanlike manner the 2014 Capital Improvement Program Project, in accordance with maps, plans and specifications on file in the office of the Town Engineer of the Town of Loomis.

NOW THEREFORE, the conditions of the above and foregoing obligations are such that: If said principal or his or her subcontractors, their heirs, executors, administrators, successors and assigns shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind or for amounts due under the Unemployment Insurance Act with respect to such work or labor, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove specified to be for the benefit of laborers and material, and also will pay, in case suit is brought upon this bond, such reasonable attorney's fee as shall be fixed by the Court, awarded and taxed as provided by law.

This bond, to the extent of the obligation herewith with respect to laborers and material, shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Division 3, Part 4, Title 15 of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond. And that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on the bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or the specifications. In case suit is brought upon this bond by the Town of Loomis, a reasonable attorney's fee, to be fixed by the Court, shall be paid by Principal and Surety.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument the day and year first hereinabove written.

Approved as to Form:

By: _____
Town Attorney

By: _____
Principal (Contractor)

Approved:

By: _____
Town Manager

By: _____
Surety

TOWN OF LOOMIS CERTIFICATE OF INSURANCE
General and Automobile Liability

The undersigned insurance company hereby certifies to the Town of Loomis, California that it has issued a policy of insurance bearing Policy No. _____ to _____ in connection with a certain as work of improvement generally described as the **Sunrise Loomis Comfort Station Project**, being a certain general and automobile liability policy which names the Town of Loomis, its officers and employees as additional insured, and which insures said Town, officers and said work of improvement, including but not limited to, coverage for all work performed by, for or on behalf of _____.

Said policy of insurance provides coverage in the following minimum amounts and for the following periods:

COVERAGE	POLICY NO.	POLICY PERIOD	MINIMUM LIMITS OF LIABILITY
1) Bodily Injury			\$1,000,000 each person \$1,000,000 each occurrence
2) Property Damage			\$1,000,000 each person \$1,000,000 each occurrence

This policy provides: (1) primary coverage for additional insured parties; if said additional insured have other insurance against loss covered by this policy, the other insurance shall be excess insurance only; (2) that said additional insured parties are not precluded from claim under this policy against other insured parties; and (3) each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, returned receipt requested, has been given to the City Clerk.

Insurance Company

Authorized Signature (sign)

Authorized Signature (type)

VERIFICATION

I declare under the penalty of perjury that I am authorized to sign this Certificate on behalf of the above-named insurer. Executed at _____, California, on the ____ day of _____, 2020.*

Authorized Signatory (sign)

(type name)

SUBSCRIBED AND SWORN TO BEFORE ME, a
Notary Public, this _____ day of _____, 2016.

(sign)

(type name)

*If this certificate is executed outside of California, it must be sworn to before a Notary Public.

FORM APPROVED: _____, 2020, by _____
TOWN OF LOOMIS

CONTRACTOR'S CERTIFICATE RELATING TO WORKER'S COMPENSATION INSURANCE

I, THE UNDERSIGNED, HEREBY CERTIFY that, at all times during the performance of any work under contract or agreement with the Town of Loomis (check one of the following):

- _____ I will have in full force and effect Worker's Compensation Insurance pursuant to the attached Certificate of Worker's Compensation Insurance issued by an admitted insurer. Said certificate shall state that there is in existence a valid policy for Worker's Compensation Insurance in a form approved by the California Insurance Commissioner. The certificate shall show the expiration date of the policy, that the full deposit premium on the policy has been paid and that the insurer will give City at least ten (10) days advance notice of the cancellation of the policy (an exact copy or duplicate of the Certificate of Worker's Compensation Insurance certified by the Director of Industrial Relations or the insurer may be attached).
- _____ I have in full force and effect and have attached hereto a certificate of Consent to Self-insure issued by the Director of Industrial Relations (an exact copy or duplicate thereof certified by the Director may be attached).

I declare under penalty of perjury that the foregoing is true and correct and executed on _____ at Loomis, California.

By: _____

Official Title

On behalf of: _____

Contractor

NOTE: YOUR CERTIFICATE OF WORKER'S COMPENSATION INSURANCE MUST BE ATTACHED AND MUST MEET THE REQUIREMENTS SET FORTH ABOVE.

PLEASE NOTE THAT IF YOU HAVE ANYONE WORKING FOR OR WITH YOU, YOU MAY BE REQUIRED TO HAVE WORKER'S COMPENSATION INSURANCE. FOR FURTHER INFORMATION, CONTACT THE OFFICE OF THE DIRECTOR OF INDUSTRIAL RELATIONS.

CERTIFICATE OF WORKER'S COMPENSATION INSURANCE
FOR THE TOWN OF LOOMIS

The undersigned insurance company hereby certifies to the Town of Loomis, California, that it is an admitted Worker's Compensation Insurer and that it has issued a policy of Worker's Compensation Insurance, bearing policy number _____ to _____. Said policy is a valid policy of Worker's Compensation insurance issued in a form approved by the California Insurance Commissioner and is now in full force and effect. The full deposit on said policy has been paid. The expiration date of said policy is the _____ day of _____, 2020. The undersigned insurer will give said Town of Loomis at least ten (10) days advance notice of the cancellation of said policy.

Dated: _____

INSURANCE COMPANY

Address:

AUTHORIZED REPRESENTATIVE (Signature)

AUTHORIZED REPRESENTATIVE (Type Name)

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Loomis, California on the _____ day of _____, 2020.

AUTHORIZED REPRESENTATIVE (Signature)

AUTHORIZED REPRESENTATIVE (Type Name)

CONTRACTOR 1-YEAR GUARANTEE

We hereby guarantee the **Sunrise Loomis Comfort Station Project** improvements which we propose to construct in the Town of Loomis for (1) year in accordance with the guarantee required in the specifications. We agree to repair or replace any or all such work, together with all or any other work which may be displaced in so doing, that may be proven defective in workmanship or material within the period from the date of acceptance (recording of the Notice of Completion) without expense whatsoever to the Town, excluding ordinary wear and tear and unusual abuse or neglect.

We shall provide a 1-year security of 10% of the total completion cost of the project at the time of final acceptance.

In the event of our failure to comply with the above mentioned conditions within ten (10) days time after being notified in writing, we collectively or separately do hereby authorize the Town to proceed to have the defects repaired and made good at our expense and will pay the costs and damages incurred immediately upon demand.

Signed: _____

Dated: _____

SPECIAL PROVISIONS

Sunrise Loomis Comfort Station Project

SP-01 SPECIFICATIONS

The current edition of the Town of Loomis Land Development Manual and Construction Standards, Special Provisions, Technical Specifications and Caltrans Standard Specifications, 2015, shall control all work to be done under this contract.

SP-02 TIME OF COMPLETION

Each phase of the project will have its own scope and schedule. The Public Works Director and the Contractor shall agree on a scope and schedule prior to the Town issuing a Notice to Proceed.

Note:

The Contractor shall begin work the first working day following issuance of the Notice to Proceed. The Town Engineer shall issue a Notice to Proceed upon acceptable receipt of all certifications and documents required by the contractor under this contract. However, the first working day shall be no later than two weeks from the Notice to Proceed Date.

Rain days will be evaluated by the Town Engineer. Should weather conditions prevent all construction from continuing, the Town Engineer shall add working days to the project. Should delays occur due to material delivery, the Contractor shall notify the Town Engineer immediately in writing on the scheduled dates of the material delivery. The Town Engineer will make the determination on time extension should there be no other work items to perform during delivery wait.

SP-03 LIQUIDATED DAMAGES

Attention is directed to the provisions in Section 8 of the Caltrans Standard Specifications and these special provisions.

As mentioned in SP-02, the Contractor shall begin work within two-weeks from the Notice to Proceed. This work shall be diligently prosecuted to completion before the expiration of Thirty-five working days.

The Contractor shall pay to the Town of Loomis the sum of ***\$100 per day***, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above. Additional days may be added as specified under SP-02.

SP-04 CONTRACT ADMINISTRATION

This contract work shall be inspected by a Consultant under the direction of the Loomis Town Engineer, telephone (916) 652-1840. The Contractor is required to provide a progress schedule when submitting the Contract documents. The Contractor shall notify the Town Engineer 48 hours before commencing the work. Any work done in the absence of the Town inspector shall be subject to rejection.

SP-05 GENERAL SPECIFICATIONS

Where the General Specifications refer to the State, County, the County of Placer, the Board of Supervisors, or the Director of the Placer County Public Works Department, it shall be understood that these terms mean the Town, the Town of Loomis, the Town Council, and the Town Engineer, respectively, unless the reference is to a law or regulation.

SP-06 WAGE RATES

Notice is hereby given that pursuant to Section 1770, et. seq., of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of California Department of Industrial Relations.

SP-07 APPRENTICESHIP

If the project requires the employment of workers in any apprenticeship craft or trade, once awarded, the Contractor and subcontractor must apply to the Joint Apprenticeship Council unless already covered by local apprentice standards (Labor Code Section 1777.5).

SP-08 INDEPENDENT EXAMINATION

Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the Work and which the Bidder deems necessary to determine its Bid for Performing the Work in accordance with the time, price, and other terms and conditions of the Contract.

The bidder is required to examine carefully the site of the work, and the proposal, plan, specifications and contract forms for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character and quality of work to be performed and materials to be furnished, and as to the requirements of the specifications, the special provisions and the contract. It is mutually

agreed that the submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.

The Town of Loomis is aware, but does not know the exact locations, of subsurface conditions such as ground water, shallow rock outcroppings and existing concrete/metal structures or pipes. The Contractor shall make himself or herself aware of these conditions for each scope of work and make Town aware or the findings prior to beginning work. If the contractor does not make Town aware of these type of conditions, the Town will not be responsible for additional costs due to rock removal, de-watering, additional labor, off-site removal and/or any other subsurface work. Should the condition cause a delay in the scheduled work, the Town Engineer may grant additional working days.

SP-09 SITE ACCESS

Site is available for examination by prospective bidders at all times.

SP-10 DISQUALIFICATION OF BIDDERS

More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the Town of Loomis believes that any Bidder is interested in more than one Bid for the Work contemplated, all Bids in which such Bidder is interested will be rejected. If the Town of Loomis believes that collusion exists among the Bidders, all Bids will be rejected. A party who has quoted prices to a Bidder is not hereby disqualified from quoting prices to other bidders, or from submitting a Bid directly for the Work.

SP-11 DISCREPANCIES IN BIDS

In the event there are unit price bid items in a Bidding schedule and the amount indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly, and the Bidder shall be bound by said correction. In the event there is more than one Bid item in a Bid Schedule and the total indicated for the Schedule does not agree with the sum of the prices Bid on the individual items, the prices Bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the Bidder shall be bound by said correction.

SP-12 WORKERS COMPENSATION REQUIREMENT

The Bidder is required, in accordance with the California Labor Code, if awarded the contract, to secure the payment of compensation to its employees.

SP-13 MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS

Unauthorized conditions, limitations or provisions attached to the Bid shall render it non-responsive and cause its rejection. The completed Bid forms shall be without blanks, interlineations, alterations, or erasures in the printed text. Alternative Bids will not be considered unless called for. Oral, telegraphic, or telephonic Bids or modifications will not be considered.

SP-14 BEST INTEREST OF THE TOWN

The Town Council reserves the right to reject any or all bids and to determine which proposal is in its opinion the lowest responsive bid of a responsible Bidder, and that which it deems in the best interest of the Town of Loomis to accept. The Town Council also reserves the right to waive any informalities not material to cost or performance in any Proposal or Bid.

All bidders may be required to furnish a sworn statement of their financial responsibility, technical ability, and experience before award is made to any particular bidder.

SP-15 SUBSTITUTION OF SECURITIES

For any monies earned by the Contractor and withheld by the Town of Loomis to ensure the performance of the contract, the Contractor may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided under the California Public Contract Code.

SP-16 CONSTRUCTION CALENDAR

Workdays and official holidays for this contract shall be determined by the current Caltrans Construction Workday Calendar.

SP-17 TOWN FURNISHED MATERIALS

As set forth in Section 6-1.02 & 03 of the Caltrans Standard Specifications, the Town will not furnish any of the materials required for the project.

SP-18 ACCEPTANCE OF CONTRACT

As set forth in Section 9-1.17 of the Caltrans Standard Specifications, "final inspection" shall take place at the end of construction upon written request by the Contractor.

SP-19 MEASUREMENT AND PAYMENT

The Contractor shall be paid for work completed according to the itemized bid schedule

on the Proposal and any approved contract change orders. All field measurement of installed quantities will be performed by the Town's inspector with the cooperation and agreement of the Contractor.

All measured quantities will be rounded to the nearest whole unit for purposes of payment. A percentage complete will be estimated for lump sum items.

SP-20 PROGRESS PAYMENTS

As set forth in Section 9 Caltrans Standards Specifications, after receiving a monthly itemized invoice request for payment from the Contractor, the Town Engineer will review the value of work completed within two weeks. Once approved, the progress payments will be made.

WORK ON/AROUND PRIVATE PROPERTY

The Contractor shall protect private improvements from damage. On-site private improvements may include, but are not limited to, trees, shrubbery, lawns, irrigation facilities, structures, mailboxes, parking lot pavement, concrete curbing, and driveway pavement. If such objects are damaged, they shall be replaced, repaired and or restored at the Contractor's expense, to a condition as good or better as when the Contractor entered upon the property, as determined by the Engineer.

During the contract period, the Contractor will not unreasonably interfere with business operations within the project limits. The Contractor, under circumstances within his control, will complete construction in a timely and diligent manner. The Contractor is referred to the "Order of Work" Section and these Special Provisions regarding advance notifications to Project area businesses. The Contractor shall not be allowed to impact or restrict use of any business driveways for more than 48 hours. To meet this schedule the Contractor may submit, for approval by the Engineer, high strength or early strength concrete mixtures or high strength or early strength concrete accelerators or additives.

Work is to be constructed within existing public rights-of-way and within limits of Temporary Construction Agreements as noted on the Plans.

The Contractor shall be responsible for repairing, replacing, or modifying all landscape and irrigation systems within and outside the right-of-way and within Temporary Construction Agreement areas that are damaged, capped, or removed during construction. Damage shall include all that is caused as a result of any and all work associated with the contract. All repairs to both landscaping and irrigation system shall be done in a manner equal to or better than the previously existing conditions. If irrigation systems are damaged during trenching, curb, gutter and sidewalk improvements or other construction activities, the Contractor shall repair the damage within two (2) calendar days in order to maintain full operation of the system. Any loss and/or subsequent replacement of plant material due to damage of the irrigation system or the neglect to repair it promptly shall be the sole responsibility of the Contractor. Landscape replacement or repair shall be completed as soon as it will not be damaged by further construction activities.

Three (3) calendar days prior to beginning work on this project, the Contractor shall be required to notify, in writing, adjacent or nearby businesses. The Contractor shall be responsible for advising adjacent or nearby businesses the date(s) on which a section of street, sidewalk (and driveways) are to be constructed. Contractor's Notice will advise businesses of parking and irrigation restrictions during and immediately in advance of the construction of proposed improvements. Any changes in the Contractor's schedule shall require that written re-notification take place at the Contractor's expense.

Written notices shall be distributed by the Contractor before 1:00 PM three days before beginning work to allow sufficient time for Town inspection and the coordination of access and egress at each business, as necessary.

The Contractor shall not be allowed to begin work until the businesses within the work area have been notified. The Contractor shall submit for the Engineer the street addresses, the time, and the date the notices were provided prior to commencing work. The Contractor is responsible for providing on the notice the Contractor's contact phone number(s) to be reached by the businesses after hours and on weekends.

Full compensation for advance notification to businesses shall be included in the prices paid for various contract items of work and no additional compensation will be allowed.

The Contractor shall perform all work outlined in this section without direct payment.

RIGHT OF WAY STATUS

Except as otherwise noted on the Plans, all work done under this contract shall be conducted within the limits of existing public rights of way and within the limits of Temporary Construction Agreements secured by the Town for this work.

PROGRESS SCHEDULE

Progress schedules will be required for this contract.

At the pre-construction meeting the Contractor shall submit to the Engineer a Schedule of Work for all work included in the project. Full compensation for the preparation of progress schedules will be considered as included in the prices paid for the various contract items of work and no separate payment shall be made therefore.

EXISTING UTILITIES

The Contractor shall be responsible for contacting the utility agencies to determine the exact location and depth of existing underground facilities. The Contractor is required to call Underground Service Alert (USA) at 1-800-227-2600 two (2) working days in advance of performing any excavation work. When calling USA, the Contractor shall be prepared to supply location, nature of work, start date, company name, company address, and company contact telephone number.

All existing utilities within the project limits shall remain in use during construction. The Contractor shall take adequate measures to insure that their operations do not harm any existing underground facilities not specifically mentioned or shown on the plans.

The Contractor shall use caution during his operations so that existing utility conduits are not disturbed. The Contractor shall repair or replace, at his expense, any utilities damaged by their personnel or equipment during the course of construction work to the satisfaction of the Engineer.

DUST CONTROL

The Contractor shall be responsible for dust control within the project limits. The Contractor shall conform to all applicable provisions of the referenced section and these Special Provisions. Dust control shall be enforced at all times.

The Contractor shall provide for watering of all exposed or disturbed earth surfaces at least twice daily during non-rainy periods. The Contractor shall cover stockpiles of debris, soil, sand or other materials that can be blown by the wind. The Contractor shall sweep the construction area and adjacent streets of all mud and dust as needed. Full compensation for dust control will be considered as included in the prices paid for the various contract items of work and no separate payment shall be made thereof.

AIR QUALITY AND NOISE

Construction Impacts: The Contractor is required to comply with all pertinent rules, regulations, ordinances, and statutes of the local noise ordinances as well as of the local air district. The proposed project may result in the generation of short-term construction-related air emissions, including fugitive dust and exhaust emissions from construction equipment. Fugitive dust,

sometimes referred to as windblown dust or PM10, would be the primary short-term construction impact, which may be generated during excavation, grading and hauling activities. However, both fugitive dust and construction equipment exhaust emissions would be temporary and transitory in nature. Standard BMP's to contain fugitive dust should effectively reduce and control emission impacts during construction.

SURPLUS MATERIAL DISPOSAL

Disposal of surplus material shall conform to the and no additional compensation will be made therefore. The Contractor shall comply with all the provisions set forth in the Placer County Land Grading and Erosion Control Ordinance when disposing of surplus material within the Town of Loomis or within Placer County.

All excess excavated material, broken concrete, and any other excess material resulting from the construction shall become the property of the Contractor and shall be properly removed from the right-of-way and no additional compensation will be made therefore.

CONSTRUCTION STAKING

The Contractor shall be responsible for performing all necessary surveys and staking to lay out and control the Work to the locations, elevations, lines, and dimensions shown or specified in the Contract. Any deviations must receive prior written approval of the Town. All surveys affecting the line or elevation of the work within public rights-of-way or within temporary construction agreement areas, shall be performed by or under the direction and supervision of a California Registered Civil Engineer authorized to practice land surveying or a California Licensed Land Surveyor.

The Contractor shall be responsible for protecting and perpetuating survey monuments affected by construction activities in accordance with Business and Professions Code Section 8771(b). It is the Contractor's responsibility to arrange and pay for a diligent and thorough search for survey monuments, performed by or under the direction of a California Licensed Land Surveyor or a California Registered Civil Engineer authorized to practice Land Surveying, prior to the beginning of construction or maintenance work that could disturb or destroy a survey monument. All monuments found shall be referenced and reset by or under the direction of a California Licensed Land Surveyor or a California Registered Civil Engineer authorized to practice Land Surveying in accordance with Business and Professions Code Section 8771. Any damaged or destroyed survey monuments shall be reset and corner records filed in accordance with the Land Surveyors Act (Business & Professions Code 8700 et seq.).

CONSTRUCTION MATERIALS

Construction materials shall not be stockpiled on Town streets. If the Contractor requires the use of Town streets for construction materials, all construction materials must be removed before the end of the same working day. Contractor must cover the construction materials if a rain event occurs during construction of the project. Town streets shall not be used as a staging area for any of the Contractors construction materials or equipment. No separate payment shall be made for locating the stockpile in a different location.

TECHNICAL CONSTRUCTION PROVISIONS

EROSION, SEDIMENT AND WATER POLLUTION CONTROL

The Contractor shall minimize erosion and transport of sediments during all aspects of the project. Erosion and sediment control shall conform to the requirements of Placer County's "Erosion and Sediment Control Guidelines".

The Contractor shall be required to prepare an Erosion and Sediment Control Plan, in conformance with the "Erosion and Sediment Control Guidelines". This Plan will be subject to review and approval by the Engineer. The Plan shall be submitted to the Engineer for review at least 5 days prior to the start of construction. During the review process, the Contractor shall revise the Plan as directed by the Engineer. In no case will the Contractor be allowed to begin the clearing, grubbing, or earthwork operations without an approved Erosion and Sediment Control Plan. If the Contractor's method fails to prevent erosion or siltation, the Contractor shall revise and adjust the control measures to provide effective control and shall be responsible for any damage resulting from erosion or siltation originating on the work site.

Fees and security deposits required by the "Erosion and Sediment Control Guidelines" will be the responsibility of the Contractor.

Measurement and Payment:

Conformance with all applicable erosion and sediment control requirements shall be included in the Unit Price for the bid item requiring such work and shall include full compensation for furnishing all labor materials, tools, equipment and incidentals for doing the work involved.

TRAFFIC CONTROL PLAN

Provisions for public convenience and safety, construction area traffic control, and hours of work shall be in accordance with the Standard Construction Specifications.

Prior to performing any work that requires a lane closure, a Traffic Control Plan, prepared by the Contractor, shall be reviewed and approved by the Town of Loomis.

A traffic control plan (or plans) shall be submitted for review for any work requiring modifications of existing traffic patterns. The traffic control plan shall include provisions for vehicular, pedestrian, and bicycle access. Additionally, the traffic control plan shall address traffic signal operation for any work performed within 200 feet of a signalized intersection.

Construction shall be suspended and no activities that interfere with public traffic shall be conducted on Memorial Day, Independence Day, Labor Day or Veterans Day, during the four day Thanksgiving weekend and on December 8 through January 1.

The local Fire Department, Sheriff/Police Department, California Highway Patrol, and Regional Transit (if applicable) shall be notified 24 hours in advance of construction work.

Construction area signs shall conform to the requirements of Standard Construction Specifications.

Advisory (S1) signs shall be posted 10 days in advance of construction activities.

At least one lane of 10-foot minimum pavement width shall be maintained for each direction of travel during standard construction hours. Lane closure shall not be allowed without an

approved traffic control plan, proper advance warning devices, signing and flag person control. Unless otherwise approved by the Town of Loomis construction shall not be permitted on weekends and holidays.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the Engineer, public traffic will be better served and the work expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved them in writing. All other modifications will be made by contract change order.

Pedestrian access facilities that comply with ADA regulations shall be provided through construction areas within the right-of-way as shown on the Plans and as specified herein. Pedestrian walkways shall be provided with surfacing of asphalt concrete, Portland Cement Concrete or timber. Surface shall be skid resistant and free of irregularities.

Paved pedestrian access to sidewalks shall be maintained during all stages of construction. Walkways shall be maintained in good condition by the Contractor. Walkways shall be kept clear of obstructions.

Full compensation for providing said pedestrian facilities shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

Any closure or detour of pedestrian access for contractor's convenience shall be approved in writing by the Engineer prior to scheduling work in the area under question. Any request for temporary closure or detour of pedestrians shall be made in writing and include plans and information showing requested duration, days of the week, routes, signing and safety measures. Approval or rejection of requests will be at the sole discretion of the Engineer. Additional signing and safety measures for pedestrians approved as part of a pedestrian access modification shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation shall be allowed therefore.

Removal and reconstruction of driveways shall be coordinated with the property owner and existing business(es) that utilize the driveways to be reconstructed under this contract. If business access / egress is not available from an alternative driveway the Contractor shall maintain, at all times, a minimum 15 foot wide lane at the driveway being removed and reconstructed.

Full compensation for maintaining driveway access shall be considered as included in the prices paid for the various contract items of work and no additional compensation shall be allowed, therefore.

Measurement and Payment:

All costs for maintaining traffic control systems shall be included in the Unit Price for the bid item requiring such work and shall include full compensation for furnishing all labor materials, tools, equipment and incidentals for doing the work involved.

CLEARING AND GRUBBING

Clearing and grubbing shall conform to the Standard Construction Specifications and these Special Provisions.

All Town of Loomis traffic signs that are affected by the Work shall be relocated by the Town and maintained by the Contractor in accordance with Standard Construction Specifications and included in the price paid for clearing and grubbing with no additional payment allowed therefore. All non-Town of Loomis and Placer County signs that are within public rights-of-way or temporary construction agreement areas and are affected by the Work shall be removed and disposed of by the Contractor and included in the price paid for clearing and grubbing with no additional payment allowed therefore.

All tree trimming associated with the Project shall be done by an arborist certified by the International Society of Arboriculture (I.S.A.). Tree trimming shall be limited to tree limbs required to be removed to allow for Project construction activities, minimum required vehicular clearance, and tree root cutting required for earthwork and trenching. All roots 6 inches in diameter or greater shall be cut cleanly and sealed by the arborist or by the arborist's staff.

All work within oak tree driplines shall be supervised by a certified arborist. The arborist shall conduct (or direct and supervise) all necessary root pruning of oak trees. No limb pruning shall occur unless absolutely necessary to avoid limb damage.

The Contractor shall submit to the City, in writing, the name of the International Society of Arboriculture (ISA) certified arborist, a minimum of four (4) working days prior to the start of Clearing and Grubbing operations.

All work by the I.S.A. certified arborist shall be considered incidental to the work and included in the price paid for clearing and grubbing with no additional payment allowed therefore.

Protective fencing (Type ESA) shall be installed at the driplines of the protected trees and bushes prior to the start of any construction work (including grading or placing of vehicles on site), in order to avoid damage to the trees and bushes and their root systems. This fencing may be installed around the outermost dripline of clusters of trees proposed for protection, rather than individual trees.

Full compensation for conforming to the requirements of the protective fencing shall be considered as included in the prices paid for clearing and grubbing and no additional compensation will be allowed therefore.

The Contractor shall repair any private, landscaped areas damaged by construction activities. The repairs shall be considered incidental to the work and included in the lump sum price paid for clearing and grubbing with no additional payment allowed therefore.

The removal and repair of existing private sprinkler systems, as necessary, shall be conducted in accordance with the applicable provisions of the Standard Specifications except that the Contractor shall relocate, repair or replace as necessary any irrigation lines, sprinkler heads, etc. which interfere with the clearing and grubbing, sidewalk construction, sidewalk replacement or pedestrian access improvements to the satisfaction of the Engineer. The Contractor shall repair any private irrigation systems damaged by construction activities. The irrigation systems shall be reinstalled within 48 hours, and the Contractor shall maintain existing landscaping in the interim, as directed by the Engineer. The price paid for meeting landscape and irrigation repair provisions of this paragraph shall be included in the price paid for clearing and grubbing with no additional payment allowed therefore.

Measurement and Payment:

All costs for clearing and grubbing shall be included in the Unit Price for the bid item requiring such work and shall include full compensation for furnishing all labor materials, tools, equipment and incidentals for doing the work involved.

EXCAVATION

Excavation shall conform to the Standard Construction Specifications and these Special Provisions. Excavation, for the purposes of this Project, shall be excavation within the rights of way and Temporary Construction Agreement areas.

The estimated quantity for excavation contains a contingency of 100 cubic yards, which may be used in the event that unstable or unsuitable material is encountered during excavation, and removals are required below the planned grading plane. The Contractor shall not be paid for contingency quantities of excavation if no additional excavation below the roadway subgrade is required.

Excavation required to achieve subgrade for the Aggregate Base sections shall be considered in the price and no additional compensation shall be allowed therefore.

Disposal of surplus material shall conform to the provisions in Section 18-7, "Surplus Material Disposal," of the Standard Construction Specifications and these Special Provisions. All excess excavated material, broken concrete, and any other excess material resulting from excavation or construction shall become the property of the Contractor and shall be removed from the right of way.

The Contractor shall comply with all disposal and grading ordinances set forth in the Standard Construction Specifications when disposing of surplus material.

Full compensation for Surplus Material Disposal, as specified herein, shall be considered as included in the prices paid for the various items of work and no additional compensation will be made therefore.

Measurement and Payment

The contract Cubic Yard sum price for Excavation shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the clearing and grubbing work involved as specified in these Special Provisions, as specified in the Standard Construction Specifications and as directed by the Engineer and no additional compensation will be made therefore.

Conformance with all Excavation requirements shall be included in the Unit Price for the bid item requiring such work and shall include full compensation for furnishing all labor materials, tools, equipment and incidentals for doing the work involved.

CLASS 2 AGGREGATE BASE

Aggregate base shall be Class 2 and shall conform to Section 26, "Aggregate Bases," of the State Specifications, and these Special Provisions.

Aggregate base shall be produced from commercial quality aggregate consisting of broken stone, crushed gravel, clean, rough-surfaced gravel and sand, or a combination thereof. The grading of the material shall be three-fourth inch (3/4") maximum. Spreading and compacting shall be performed by methods that will produce a uniform base when firmly and properly compacted free from pockets of coarse or fine material.

Class 2 Aggregate Base shall be placed, where shown on the plans and under new pavement and curb, gutter, driveways, and sidewalks as specified in these Special Provisions, and as directed by the Engineer.

Class 2 aggregate base shall be placed, conforming to Detail 4-30 of the Standard Drawings, the Standard Construction Specifications, and as directed by the Engineer.

Measurement and Payment:

Furnishing and placement of Class 2 Aggregate Base shall be included in the unit price and no additional compensation will be allowed therefore.

The contract unit price paid per Ton of Class 2 Aggregate Base furnished and placed for pavement shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in excavating, placing, and compacting Class 2 aggregate base as shown on the plans, as specified in the Standard Construction Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation will be made therefore.