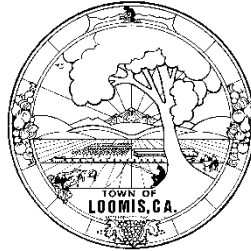


TOWN OF LOOMIS
PLACER COUNTY, CALIFORNIA



**CONTRACT DOCUMENTS AND CONDITIONS
FOR THE**

***Arcadia Avenue
Storm Drain Repair Project***

**BY
INFORMAL BID**

November 2022

NOTICE INVITING BIDS
BID PROPOSAL FORMS
GENERAL CONDITIONS
TECHNICAL SPECIFICATIONS
WORK SCOPE EXHIBITS
STANDARD CONTRACT AND FORMS

Town Representative:
Merrill Buck, Town Engineer
3665 Taylor Road
Loomis, CA 95650
townengineer@loomis.ca.gov
(916) 824-1518

BIDS DUE: Thursday, December 8, 2022, at 10:00am

Deliver Bids To: Town Hall – Attn: Town Engineer
3665 Taylor Road
Loomis, CA 95650

Or by Email To: townengineer@loomis.ca.gov

Arcadia Avenue Storm Drain Repair Project

DESIGN CERTIFICATION

The Plans and Technical Specifications contained herein have been prepared by, or under the responsible charge of, the following registered person(s):

Prepared by:

Merrill Buck *11/23/2022*
MERRILL BUCK, TOWN ENGINEER Date
Public Works Department
Town of Loomis
3665 Taylor Road, Loomis, CA 95650
(916) 824-1518



TOWN OF LOOMIS
PUBLIC WORKS DEPARTMENT

NOTICE INVITING BIDS

Arcadia Avenue Storm Drain Repair Project

INSTRUCTION FOR SUBMITTING BIDS

The Town of Loomis is soliciting informal bids (that can be authorized at a staff level, rather than formally by Council), from qualified Contractors to complete the project described herein. Instructions and requirements for completing a bid are described below.

1. **Qualifications:** Contractor shall possess a valid **Class A, California Contractor's license** and a Town business license at the time the contract is awarded.
2. **Project Description:** Work generally includes the removal and replacement of an existing 18" RCP storm drain, including trench backfill and asphalt surface restoration. The estimated cost of the work is roughly \$25,000. The project duration is 20 working days.
3. **Bid Package:** The bid proposal and contract documents are available free of charge. A copy can be obtained from the Town's website <https://loomis.ca.gov/bids-and-rfps/> or by e-mailing a request to the Town Engineer at the email address below.
4. **Bids Due:** **10:00 a.m., Thursday, December 8, 2022 (Email Submission is OK)**
5. **Reply To:**

Town of Loomis
Attn: Merrill Buck, Town Engineer
3665 Taylor Road
P.O. Box 1330
Loomis, CA 95650
Phone: (916) 824-1518
E-mail: townengineer@loomis.ca.gov
6. **Reply Format:** All pages in the "Bid Proposal" Section (Pages B1-B9) shall be completed and returned by the bid's due date. An e-mail submission is acceptable, however, the Bidder should confirm that the bid was received.
7. **Bid Security:** As an informal bid, a **bid bond is not** required, however, by submitting a bid proposal you agree, if selected as the successful bidder, to the conditions described herein, and will return a signed copy of the Town's Standard Agreement along with the required bonds and insurance.
8. **Bid Award:** The bid will be awarded to the lowest responsible bidder at the discretion of the Town Manager. Bids are required for the entire work described herein. All blanks on the bid schedule must be completed. The Town reserves the right to reject any and all bids, or to waive any errors, discrepancies or irregularities.
9. **Prevailing Wage:** As a "Public Works" project and pursuant to Section 1773 of the Labor Code, the general prevailing wage rates for Alameda County shall apply to this contract, as determined by the Director of the California Department of Industrial Relations.
10. **Firm Prices:** All bid prices will be held firm for a minimum of sixty (60) calendar days after the due date for submitting bids.

BID PROPOSAL

Arcadia Avenue Storm Drain Repair Project

Bid To: Town of Loomis
3665 Taylor Road
Loomis, CA 95650

Bid From:
Bidder's Company Name: _____
Contact Person: _____
Business Street Address: _____
Town, State, Zip Code: _____
Phone No.: (_____) _____
E-mail: _____
Contractor's License Class(s): _____ No.: _____
Contractor's License Expiration Date: _____
DIR Registration Number: _____

I, as bidder, declare that I have satisfied myself as to the actual conditions and requirements of the proposed work by careful examination of the location and by examination of the contract documents. The failure or omission to examine any location, equipment, form, instrument, or document shall in no way relieve the bidder from any obligation in respect to this bid.

I hereby certify that this bid is genuine and I have not in any manner sought by collusion to secure for myself an advantage over any other bidder.

I agree that if this proposal is accepted, I will contract with the Town of Loomis in the form of the agreement proposed, will provide all bonds and insurance certificates as required under the agreement and will furnish all equipment, materials and perform all labor required to complete the work in accordance with the contract documents for the prices set forth in the Bid Schedule.

I have carefully checked all of the figures in the Bid Schedule and understand that the Town shall not be responsible for any errors or omissions on my part in making up this bid.

I agree that this bid may not be withdrawn for a period of sixty (60) calendar days from the date of the bid opening and that the Town reserves the right to reject any or all bids or waive any irregularity or informality in the bids received.

BID PROPOSAL

Arcadia Avenue Storm Drain Repair Project

BID SCHEDULE

Bids are to be submitted for the entire work. All applicable taxes, patent rights or royalties, freight, permit fees and other costs deemed incidental to the work shall be included in the prices quoted. All blanks for unit price and extension shall be completed. Any discrepancy between the unit price and the extended price or total bid shall be resolved by using the unit price.

<u>Bid Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quant.</u>	<u>Unit Price</u>	<u>Extension</u>
1	Mobilization, Bonds, Insurance, Traffic Control, General Conditions, and Other Incidentals	LS	1	\$ _____	\$ _____
2	Excavate, remove and replace existing RCP storm drain (four, 6-foot segments) with new 18" RCP	LF	24	\$ _____	\$ _____
3	Furnish and compact Class 2 aggregate base as trench backfill to an average depth of 2-feet	SF	150	\$ _____	\$ _____
4	Four-inch (4") thick asphalt concrete surface restoration to be placed in two lifts with a 12-inch tee trench.	SF	200	\$ _____	\$ _____
5	Crew cost (mobilized labor and equipment) per hour to perform exploratory excavation around existing water line. (4 hours is assumed). Restoration of exploratory work will be paid under bid item #3 and #4	HR	4	\$ _____	\$ _____

Total Bid Amount: \$ _____

Notes:

1. See "Bid Items Descriptions" section of the Technical Specifications for an expanded description of work scope for each bid item.
2. The Contract will be compared and awarded on the basis of the Total Bid Amount.
3. The Town reserves the right to reject all bids for any reason whatsoever.
4. The quantities listed in the Bid Schedule for each bid item do not govern final payment. Payments to the Contractor will be made only for the actual quantities of contract items constructed in accordance with the plans and specifications. If upon completion of the construction, the actual quantities show either an increase or decrease from the quantities given as estimates in the bid schedule, the contract unit prices will still govern and be used as the basis for payment against the actual quantities constructed.

DESIGNATION OF SUBCONTRACTORS

The Contractor shall perform work equaling at least 50 percent of the value of the original total bid with the Contractor’s own employees and equipment.

In accordance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100 *et seq.* (the “Subcontracting Act”), the Bidder hereby certifies and submits, as required by law, the following concerning subcontractors:

1. The portion of the work, which will be done by each such subcontractor; and
2. The name, address and license number of each subcontractor who will perform work or labor, fabricate a portion of the work or improvement according to detailed drawings in the project plans, or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (0.5%) of the Contractor’s total bid.

	<u>Portion of Work to be Performed by Subcontractor</u>	<u>Subcontractor Name, Address and License Number</u> <small>(Subcontractor’s License No. Required under AB 44)</small>	<u>Registered with DIR?</u> <small>✓ check if yes</small>
1.			
2.			
3.			
4.			
5.			
6.			

(For additional Subcontractors, attach copies of this sheet as necessary)

✓ **DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION REQUIREMENT**

In accordance with Labor Code Section 1725.5, all contractors and subcontractors listed on a public works bid proposal must be registered with the DIR.

STATEMENTS, QUESTIONNAIRE AND NON-COLLUSION AFFIDAVIT

The following Statements, Questionnaire and Non-Collusion Affidavit are being made a part of this Proposal. By signing the signature portion of the Proposal, the contractor certifies that under penalty of perjury, the responses are true. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder (has _____), (has not _____) been **(Bidder to check one)** convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with public Contract Code Section 10162, the bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

YES ___ NO ___ **(Bidder to check one)**

If the answer is yes, explain the circumstances in the space below:

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final un-appealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

EQUAL OPPORTUNITY EMPLOYER STATEMENT

We participate in the Affirmative Action Program of the Town of Loomis and accept the following operating policy as an equal opportunity employer:

"It is the policy of this company to assure that applicants are employed and that employees are treated during employment without regard to their race, religious creed, color, sex, age, national origin or ancestry. Such action shall include, but not be limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship, pre-apprenticeship training and on-the-job training."

TITLE 23, UNITED STATE CODE, SECTION 112 NON-COLLUSION AFFIDAVIT

In accordance with Title 23, United States Code Section 112 and 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.

BIDDER'S QUALIFICATIONS

The following statements as to the financial qualifications and experience of the Bidder are submitted as a part of this Bid and the Bidder guarantees the truthfulness and accuracy of the information. Pursuant to Public Contract Code 10165, financial statements and experience questionnaires are not public records and are not open to public inspection.

Financial Data

Reference is hereby made to the following bank or banks as to the financial responsibility of the bidder.

NAME OF BANK

ADDRESS

Experience Data

The Bidder has been engaged in the contracting business, under the present business name for _____ years. Experience in work of a nature similar to that covered in this Bid extends over a period of _____ years.

The Bidder as a Contractor has never failed to satisfactorily complete a contract awarded to him, except as follows: (Name all exceptions and reasons therefore):

Bidder's Personnel

The following is a list of key personnel including an listing of the person's knowledge, ability or trade along with a brief description of their experience. If Bidder is awarded the Contract, it is understood that the work will be directed and actively supervised by one of these persons.

List of Personnel

Knowledge/Skills

Experience

BIDDER'S REFERENCE

List three (3) major projects which the Bidder has performed comparable work within the last three (3) years. Provide a contact person and description of the project, or other such information that will demonstrate the ability to vigorously prosecute the work.

1.

PROJECT NAME	LOCATION	YEAR COMPLETED
AGENCY CONTACT PERSON	TELEPHONE NO.	FINAL CONSTRUCTION COST
BRIEF DESCRIPTION OF THE WORK AND/OR MANNER OF EXECUTION		

2.

PROJECT NAME	LOCATION	YEAR COMPLETED
AGENCY CONTACT PERSON	TELEPHONE NO.	FINAL CONSTRUCTION COST
BRIEF DESCRIPTION OF THE WORK AND/OR MANNER OF EXECUTION		

3.

PROJECT NAME	LOCATION	YEAR COMPLETED
AGENCY CONTACT PERSON	TELEPHONE NO.	FINAL CONSTRUCTION COST
BRIEF DESCRIPTION OF THE WORK AND/OR MANNER OF EXECUTION		

SIGNATURE PAGES

The terms and conditions of the final Construction Agreement, when executed, shall control and supersede anything herein to the contrary or inconsistent with such contract.

The bidder states that he has inspected the site of the propose work in order to satisfy himself, by personal examination, or by such other means as he prefers, of the location of the proposed work and as to the actual conditions of and at the work site. The bidder hereby offers to furnish all labor, materials, equipment, transportation, and services necessary to complete the work on this project in accordance with the Contract Documents and to complete all requirements of the Contract Documents for the sums quoted in this Bid.

Addenda:

(if any) bidder has received and examined all addenda issued during the bid period and agrees that all addenda shall be made a part of the Contract Documents. The bidder acknowledges receipt and incorporation of all impacts resulting from all addenda issued by inserting the number of each addendum below OR by signing and submitting with the bid proposal the signature page from each addendum.

Addendum Nos. _____, _____, _____,

Bidder's Guarantee: (Waived for this Informal Bid)

~~In accordance with Public Contract Code Section 20170, accompanying this Bid is _____ (insert the word "Cash", "Cashier's Check", "Certified Check" or "Bidder's Bond" as the case may be) made payable to the Town of Loomis in the amount of _____ (\$ _____) equal to at least ten percent (10%) of the total amount of this bid. This amount is given as a guarantee that, in case the undersigned defaults in executing a contract and/or furnishing the necessary bonds after contract award, the said guarantee and the money payable thereon shall become and remain the property of the Town as liquidated damages.~~

Company Profile:

The names of all persons interested in the foregoing bid as principals are as follows:
(Note: If the bidder is a corporation, state the legal name of the corporation and the names of the president, secretary, treasurer and manager thereof. If the bidder is a partnership, state the true name of the firm and the names of all individual partners composing the firm. If the bidder is an individual, state the first and last name in full).

Firm Name: _____

Business Address: _____

Names and Titles of Company Officers:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

Statements, Questionnaire and Non-Collusion Affidavit:

The Statements, Questionnaire and Non-Collusion Affidavit included in this proposal are to be made a part of the Proposal. By signing the signature portion below, the contractor certifies that under penalty of perjury, the responses are true. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Proposal Execution:

IN WITNESS WHEREOF, the undersigned, as bidder, represent and warrant that they have the right, power, legal capacity and authority to enter into and execute this document on behalf of the Bidder, and have executed this document by setting hereto their names, titles, and signatures. The representations made herein, including but not limited to the above contractor's license, expiration date and name of bidder, are true and correct, shall be complied with and are made under penalty of perjury.

IF SOLE OWNER, sign here:

I sign as sole owner of the business named above: _____

Social Security Number: _____

Employer Identification Number: _____

IF PARTNERSHIP, sign here:

The undersigned certify that we are partners in the business named above and that we sign this proposal with full authority to do so. (one or more partners sign)

By _____ (Title) _____

By _____ (Title) _____

Federal Tax Identification No. (FEIN): _____

State Tax Identification No.: _____

IF CORPORATION, execute here:

The undersigned certify that they sign this proposal with full and proper authorization to do so.

Corporate name _____

By _____ (Title) _____

By _____ (Title) _____

Incorporated under the laws of the State of _____

Federal Tax Identification No. (EIN): _____

State Tax Identification No.: _____

GENERAL CONDITIONS

1. **Firm Prices.** All quotes will be held firm for a minimum of sixty (60) days after the bid proposal's due date to allow adequate time for the Town to consider each bid and make an award. After award, pricing shall be held firm through the duration of the agreement.

2. **Licensed Contractor.**

Required Not Required

If noted above as required, all contractors bidding on work requiring a State of California Contractor's License must be licensed by the time of the project award. See the Notice Inviting Bids for specific license requirements.

3. **Reliance Upon Professional Skill.** It is mutually agreed by the parties that the Town is relying upon the professional skill of Contractor, and that the work shall conform to generally recognized professional standards in the industry.

4. **Independent Contractor.** It is agreed that the Contractor is an independent contractor and that all persons working for or under the direction of Contractor are the Contractor's agents and employees, not agents or employees of the Town.

5. **Non-Collusion and Financial Interest.** The Contractor certifies that he has not directly or indirectly been collusive with any other Contractor or other party interested in this bid. Additionally, the Contractor stipulates that no Town officer or employee shall have a financial interest, either directly or indirectly, in any contract, sale, purchase or lease to which the Town is a party.

6. **Nondiscrimination.** Contractor shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status, physical or mental disability, military or veteran status, gender identity or expression, or genetic information.

7. **Prevailing Wage.**

Required Not Required

If the work required is deemed a public work, it shall be subject to the payment of prevailing wages under California Labor Code Section 1770 and the sections that follow.

8. **Liquidated Damages.**

Required Not Required

Time is of the essence. The Contractor shall diligently deliver all goods and complete all services called for under the agreement. Failure to do so may be grounds for termination of the Agreement. Furthermore, if noted above as required, the project shall be completed within 20 working days of the Notice to Proceed. As a remedy for failure to finish all work within this stated duration, the Contractor may be assessed liquidated damages in the amount of Five Hundred Dollars (\$500) per day for each and every calendar day in excess of the number of working days prescribed. **Note:** The Town is agreeable to suspending days charged while waiting for material.

9. **Bid Bond.**

Required Not Required

If noted above as required, a bid security in the amount of at least 10% of the total amount bid shall be provide with the bid proposal.

10. **Payment, Performance and Maintenance Bonds.**

Required Not Required

If noted above as required, payment, performance and maintenance (warrantee) bonds shall be required under the terms of the Construction Agreement.

11. **Insurance.**

Required Not Required

If noted above as required, Contractor shall acquire and maintain Workers' Compensation, Employer's Liability, Commercial General Liability and Automobile Liability insurance coverage relating to the services to be performed of the Contractor, its agents, representatives, employees or subcontractors in a form subject to the approval of the Town Attorney. The cost of such insurance shall be included in Contractor's bid. The minimum amounts of coverage corresponding to each form of insurance shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory minimum, as required of under the Labor Code of the State of California
Employer's Liability	\$1,000,000 per accident for bodily injury or disease.
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage.
Automobile Liability	\$1,000,000 per accident, \$2,000,000 aggregate for bodily injury and property damage (coverage required to the extent applicable to Contractor's vehicle usage in performing services hereunder).

12. **Agreement.** If the bid proposal is accepted, the Contractor agrees to contract with the Town under the terms of the Town's Construction Contract, including furnishing all required bonds and insurance certificates. The person(s) executing this Agreement on behalf of the parties warrant that they are duly authorized to do so.

13. **Governing Law.** The Agreement shall be construed and enforced pursuant to the laws of the State of California. Should any legal action be brought by a party for breach of the Agreement or to enforce any provision therein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the court. Reasonable attorneys' fees of the Town Attorney's Office, if private counsel

is not used, shall be based on comparable fees of private attorneys practicing in Alameda County.

14. **Hold Harmless.** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold the Town, its officers, employees, agents and volunteers, harmless from any liability for damage or claims of the same, including but not limited to, personal injury, property damage, and death, which may arise from the Contractor or Contractor's subcontractors, agents or employees' operations under this Agreement. Town shall cooperate reasonably in the defense of any action, and the Contractor shall employ competent counsel, reasonably acceptable to the Town Attorney.
15. **Purchase Order and Assignment.** Upon execution of the Construction Agreement, a purchase order may be issued for the value of the work stated in the Agreement. The purchase order may not be assigned without written consent of the Town.
16. **Termination.** Any purchase order issued as a result of this bid may be terminated by the Town at any time with ten (10) days written notice. The Town will only pay for goods or services ordered and accepted by the Town. Any payments made in advance will be returned to the Town on a prorated basis with the Town only paying for those goods or services actually provided.
17. **Payment Terms.** The Town's payment terms are at a minimum, net thirty (30) days after the invoicing and acceptance of services or delivery of goods. Contractor shall provide W9. Invoice must easily match the unit prices listed in the bid proposal and should also include the Contractor's Social Security number or Federal Tax I.D. number.
18. **Retention.**
 Required Not Required
Unless the Contractor submits a single invoice for payment upon completion of the work, a 5% retention against the amount due will be withheld from each progress payment. Final payment will be made releasing retention, or paying the full amount as a single payment, on the Town's check run that follows 35 days from project's acceptance.
19. **Inspection and Acceptance of Goods and Services.** All goods and services are subject to final inspection and acceptance by the Town. The Town may reject any goods and services which are not in accordance with the contract requirements. Acceptance of all goods and services shall occur only after the Town has had a reasonable time for inspection following delivery of goods or completion of services.
20. **Freight Charges.** All prices bid shall include the cost of freight, sales tax and any other cost necessary to deliver materials to the job site or Town designated location.
21. **Material Safety Data Sheets (MSDS).** General Industrial Safety Order 5195 requires Material Safety Data Sheets (MSDS) be supplied, for all applicable items, with the initial delivery.
22. **Ownership of Data and Documents.** Contractor agrees that all records, specifications, data, maps, designs, graphics, writings, recordings, and other tangible materials regardless of form or format, including without limitation, electronically transmitted documents and ACAD files, along with other collateral materials collected, compiled, drafted, prepared, produced, and/or generated in the performance of this Agreement shall be the property of Town. Contractor shall regularly provide such documents to Town upon

the Town's request. In the event this Agreement is terminated prior to completion of the scope of work, the Contractor shall provide all such data and documents that have been completed to the Town.

23. **Warranty.** Delivered or installed goods, equipment or services shall be warranted to be free from defects in material and workmanship. The warranty period shall begin upon acceptance by the Town. At a minimum, all goods, equipment and services shall be warranted to operate satisfactorily in accordance with the requirements of these specifications, representations of the Contractor and the published specifications of the manufacturer(s) for a period of at least one (1) year. Any defective goods, equipment or services shall be replaced or repaired quickly during the warranty period at no additional expense to the Town.

24. **Audit and Examination of Records.** The parties recognize and acknowledge that public records are subject to disclosure as the Town is subject to the California Public Records Act, California Government Code Section 6250 and the sections that follow. The Contractor shall maintain, and the Town may request copies of project records for a period of up to three (3) years after final payment under the Agreement.

TECHNICAL SPECIFICATIONS

Arcadia Avenue Storm Drain Repair Project

1. Plans and Specifications

All work shall be performed in accordance with generally accepted best practices and applicable sections of the Caltrans Standard Plans and Standard Specifications, current edition, or as described herein. New materials shall be the same or equal quality as to what is there now.

2. Site Inspection

In submitting a bid, the bidder acknowledges that they are familiar with the work scope and site conditions necessary to complete the work.

3. Location of Work

The repairs to be complete are at 5925 Arcadia Avenue, in Loomis, California.

4. Scope of Work

Work scope generally includes the following:

- Removal and replacement of an existing 18” RCP storm drain.
- Trench backfill with Class 2 aggregate base.
- Surface restoration with asphalt concrete.

5. Hours of Work

Regular working hours shall be from 8:00am to 5:00pm, Monday thru Friday. No work is permitted on Saturday, Sunday, official Town holidays or furlough days. To work outside these hours, the Contractor shall submit, for approval, a written request prior to performing the work.

6. Town Representative

The project manager in charge of administering the project will be:

Merrill Buck, Town Engineer
(916) 824-1518
townengineer@loomis.ca.gov

7. Schedule

The Town is looking to expedite the project's completion and will work with the selected Contractor to move things forward as quickly as possible. Assuming that the contract, bonds, insurance and submittal reviews are completed, work could begin as early as December 12, 2022.

8. Site Requirements

The project is being completed within a public street and will need to be secured with trench plates at the end of each work day. The contractor may use the trench plate already mobilized, and/or bring additional trench plates to the work site.

9. Submittals

The contractor shall provide the following submittals:

- Town business license
- Project schedule
- Product submittals for materials to be used.
- Additional submittals, if requested by the Town's project manager.

10. Bid Item Descriptions

The bid items listed in the Bid Proposal are not intended to be exclusive descriptions of all the work necessary to complete the project scope. As such, the Contractor shall determine, segregate and include in his pricing for each bid item the cost for furnishing and/or installing all labor, materials, tools, equipment and other incidentals necessary to complete all of the work, complete in place, as described herein. The bid item descriptions for work summarized on the Bid Schedule are as follows:

Bid Item 1 - Mobilization, Bonds, Insurance, Traffic Control, General Conditions, and Other Incidentals

This item shall compensate the contractor for mobilization, compliance with general conditions, incidentals (work that is clearly necessary but may not be specifically called out or included in one of the other bid items), the cost of bonds and insurance, administrative items such as submittals and overall project management, and inspection coordination. This item shall also compensate the contractor for the cost of securing the site, as necessary, with the existing trench plate, or contractor furnished trench plates, at the end of each work day. Payment shall be lump sum.

Bid Item 2 – Excavate, remove and replace existing RCP storm drain (four, 6-foot segments) with new 18” RCP

This item shall compensate the contractor for doing all the necessary demolition and excavation work including sawcutting, removal and disposal of existing pavement, base material, and existing concrete pipe. Dewatering of the trench is not expected as the average depth to bottom of the pipe is estimated to be three and one-half (3-1/2) feet. The cost for furnishing and installing new 18-inch RCP shall be paid under this bid item, including the sealing of the pipe ends against the manhole or inlet with mortar. A three-foot (3') bucket should be used for the trench to allow at least 4-inches on each side of the new pipe. Payment shall be per linear foot.

Bid Item 3 – Furnish and compact Class 2 aggregate base as trench backfill to an average depth of 2-feet

Either Class 2 aggregate base or sand may be used as bedding below, along the side of, and up to 12-inches above the new pipe. Above that shall be Class 2 aggregate base, to within 4-inches of the surface. Bedding under the

pipe should be 4-inches minimum. Payment for this item shall be per square foot, to allow for irregularities in the excavated area.

Bid Item 4 – Four-inch (4”) thick asphalt concrete surface restoration to be placed in two lifts with a 12-inch tee-trench

This item will compensate the contractor for asphalt surface restoration with 4-inches of asphalt placed in two equal lifts. A tack coat shall be placed against vertical edges. Five (5) tons of asphalt material is anticipated. Compensation for this item will be per square foot.

Bid Item 5 – Crew cost (mobilized labor and equipment) per hour to perform exploratory excavation around existing water line. (4 hours is assumed). Restoration of exploratory work will be paid under bid item #3 and #4

Under the existing trench plates is an excavated area that Town Crews dug to see if they could determine the cause of a sink hole that formed above it. It is believed that the sink hole is either from failed joints in the existing concrete pipe that allowed material to migrate through the pipe, or possibly was due to a leak originating from the adjacent PCWA waterline. As work on storm drain pipe replacement occurs, if soft areas adjacent to the trench are found, which might be of concern in terms of future settlement if not mitigated, the Town may direct the contractor to perform explorative excavation. This work will be paid for under this bid item at the stated hourly crew rate, for the actual amount of time spent. Four (4) hours are assumed, for the sake of comparing bids, but the actual time could be more or less, and payment will be made on the actual time spent.

11. Responsibility of the Contractor

The Contractor shall provide all materials, equipment, tools and labor to complete this job in a safe and timely manner. Contractor shall provide an adequate number of skilled workmen who are thoroughly trained and experienced in the necessary crafts for the proper performance of the work.

The Contractor shall comply with all applicable State and local laws, ordinances, codes and regulations, including all safety orders, rules, and prevailing wage requirements of the Division of Industrial Relations. Contractor shall be solely responsible for any and all injuries to individuals or properties resulting directly or indirectly from the Contractor’s performance of the work.

The Contractor shall be responsible for any damage to his/her equipment left at the work site as well as for protecting or restoring any new or existing improvements damaged during the completion of the work.

At the end of each shift, and upon completion of the work, the Contractor shall clean up the entire work area of all trash, rubble, containers and excess materials or equipment resulting from the work and properly dispose of such items in accordance with all Federal, State, and local requirements.

12. Responsibility of the Town

The Town shall support the Contractor's effort by visiting the site, providing direction on any additional or unforeseen work, verifying quantities, responding to any inquiries and determining acceptance upon completion of the work.

13. Inspection

Material testing may be performed by the Town, at the Town's expense. The contractor would be responsible for the cost of any retesting should a test fail.

14. Town Furnished Material

An existing trench plate has been placed at the site which may be used during construction, and is to be returned to the Corp Yard at 3165 Rippey Road upon the project's completion or when no longer needed.

WORK SCOPE EXHIBITS

Arcadia Avenue Storm Drain Repair Project

Responding to a sink hole, Town Crews excavated an area of pavement at 5925 Arcadia Avenue where a storm drain and a water line intersect. The existing storm drain was found to have displacements at each of the joints, which could have allowed sediment to enter, causing the sink hole.

This may have been aggravated by water, flowing within the waterline trench, from a possible waterline leak. Placer County Water Agency (PCWA) has been notified, and will be doing some investigative work while this project is being bid. It is assumed that the water line is not the cause of the problem, but if soft spots are discovered during the replacement of the storm drain, there is a bid item to pay for exploratory digging, if directed by the Town, on an hourly basis.

Following the assessment by Town Crews that the storm drain pipe needed to be replaced, the work area was plated as shown in the photo below.



The scope of this project is to remove and replace approximately 24-feet of 18-inch RCP storm drain from the edge of the curb inlet to the edge of the manhole, as shown below. The line is dry, when there is no precipitation, so dewatering or bypass pumping is not anticipated. The invert elevation of the existing pipe is 2-1/2 feet at the curb inlet and 4-1/2 feet at the manhole.



CONTRACT AND FORMS

THE DOCUMENTS IN THE FOLLOWING SECTION ARE TO BE EXECUTED BY THE SUCCESSFUL BIDDER

- CONTRACT
- FAITHFUL PERFORMANCE BOND
- LABOR AND MATERIALS BOND
- CERTIFICATE OF INSURANCE
- CERTIFICATE OF WORKER'S COMPENSATION INSURANCE
- CERTIFICATION AGREEING TO 1-YEAR GUARANTEE

CONTRACT

At Loomis, California , this _____ day of _____, 2021, 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, General Conditions, Technical Specifications, Exhibits and addenda, if any, all as set forth in that document entitled Contract Documents and Conditions for the **Arcadia Avenue Storm Drain Repair Project** dated November 2022.
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 **Arcadia Avenue Storm Drain Repair 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, as shown within the Contract Documents, at the time and in the manner set forth in the Contract Documents. CONTRACTOR shall receive total compensation in an amount not to exceed \$ _____ based upon satisfactory completion, as measured by the bid items, in the quantities of actual work performed, and paid at the bid item unit prices. 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 _____ 2021.

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 **Arcadia Avenue Storm Drain Repair 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.

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

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 _____, 2021.

WHEREAS, the said Principal has entered into the annexed contract with the Town of Loomis to perform and complete, in strict conformity therewith an in a good and workmanlike manner the **Arcadia Avenue Storm Drain Repair 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

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 **Arcadia Avenue Storm Drain Repair 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 Town Clerk.

Insurance Company Address of Signatory:

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 _____, 2021.

Authorized Signatory (sign)

(type name)

SUBSCRIBED AND SWORN TO BEFORE ME, a
Notary Public, this _____ day of _____, 2021.

(sign)

(type name)

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

FORM APPROVED: _____, 2021, by _____

TOWN OF LOOMIS

CERTIFICATE OF 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 Town 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.

CERTIFICATION AGREEING TO 1-YEAR GUARANTEE

We hereby guarantee the **Arcadia Avenue Storm Drain Repair 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: _____