

**TOWN OF LOOMIS
PLACER COUNTY, CALIFORNIA**



BID DOCUMENT

HORSESHOE BAR OVERPASS ARTWORK PROJECT

Fabrication and Installation of the Horseshoe Bar Overpass Artwork.

January 2016
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

BIDS OPEN: APRIL 28, 2016 (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: Horseshoe Bar Overpass Artwork Project DELIVER IMMEDIATELY TO TOWN CLERK'S OFFICE]**

IMPORTANT INFORMATION TO KNOW BEFORE BIDDING

The Town of Loomis is aware, but does not know the exact locations, of subsurface conditions. The Contractor shall make himself or herself aware of the existing conditions and bid accordingly.

All work on the overpass is within Caltrans Right of Way. Contractor shall coordinate with the Town inspector and Caltrans Engineer.

The project sequence is critical due to the high volume of traffic within Caltrans Right of Way. The Contractor shall submit traffic control plans to the Town Inspector and Caltrans Engineer and obtain approval of Plans prior to proceeding with work within the Caltrans Right of Way.

The Contractor shall determine the means and methods for the timing and installation of the signage. The Contractor's bid shall include all cost associated with requirements by Caltrans for safety equipment and procedures, submittals, scaffolding, lighting, etc associated with the installation of the signage.

Prep work alongside the roadway is allowed to beginning at 7:00am. 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. If work occurs on Saturdays, the hours shall be 8:00am to 5:00pm. No work on Sundays, designated legal holidays, after 4:00 p.m. on Weekdays, the day preceding designated legal holidays

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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:

HORSESHOE BAR OVERPASS ARTWORK PROJECT:

- **Signage Fabrication**
- **Traffic Control**
- **Installation of Signage**

The Project shall be completed in Thirty-five (35) days. Said bids to be received up to 3:00 p.m. April 28, 2016 (Thursday).

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 on the Town of Loomis Loomis.ca.gov

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 Class "A" or C12 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

HORSESHOE BAR OVERPASS ARTWORK PROJECT

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:

SIERRA COLLEGE BLVD. FROM UPRR TRACKS TO BANKHEAD ROAD Base Bid Items 1/4					
Item	Description	Units	Estimated Quantity	Item Price	Total
1.	Traffic Control	LS	1	\$	\$
2.	Sign Fabrication	LS	1	\$	\$
3.	Sign Installation	LS	1	\$	\$
				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.
The Contractor shall coordinate all inspections with Caltrans.**

Proposal - Experience Statement
Horseshoe Bar Overpass Artwork Project

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. Also refer to Page 22 for more info.

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

Horseshoe Bar Overpass Artwork Project

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.*

Bid Bond

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 _____, 2014.

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 _____, 2014, 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 2014 Capital Improvement Program Project dated June 2014.
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 Mareta Lane Road Improvement 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 _____ 2014.

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 _____, 2014.

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 **2014 Capital Improvement Program 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.

_____ Address of Signatory:
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 _____, 2014.*

Authorized Signatory (sign)

(type name)

SUBSCRIBED AND SWORN TO BEFORE ME, a
Notary Public, this _____ day of _____, 2014.

(sign)

(type name)

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

FORM APPROVED: _____, 2014, 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 _____, 2014. 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 _____, 2014.

AUTHORIZED REPRESENTATIVE (Signature)

AUTHORIZED REPRESENTATIVE (Type Name)

CONTRACTOR 1-YEAR GUARANTEE

We hereby guarantee the Horseshoe Bar Signage 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

HORSESHOE BAR OVERPASS ARTWORK PROJECT

SP-01 SPECIFICATIONS

The current edition of the Town of Loomis Land Development Manual and Construction Standards, Special Provisions and Technical Specifications and Caltrans Standard Specifications, 2010, shall control all work to be done under this contract.

SP-02 TIME OF COMPLETION

As set forth in Section 8-1.04 of the Caltrans Standard Specifications, the time for completion of this contract shall be **Thirty-five (35) working days. 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. If the Contractor has not provided the documents as required by this contract to the Town Engineer within **three-weeks** of the award date, the number of working days that have elapsed between three-weeks and submittal of the approved documents shall be deducted from the contract time of Thirty-five (35) working days.

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 8-1.03, "Beginning of Work," in Section 8-1.04, "Time of Completion," and in Section 8-1.10, "Liquidated Damages," 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 existing concrete/metal structures or pipes. The Contractor shall make himself or herself aware of these conditions and bid accordingly. The Town will not be responsible for additional costs due to 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 6-2.03 & 04 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 9-1.16 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.

TECHNICAL SPECIFICATIONS

TS-1 GENERAL

A. DESCRIPTION OF PROJECT

The work to be done consists of the Fabrication and Installation of the Horseshoe Bar Overpass Signage:

B. SCOPE OF WORK

The Contractor shall furnish all labor, materials and equipment necessary to complete the work as shown on the plans, as specified in the Special Provisions and these Technical Specifications. All incidental work not shown on the Plans or specified herein which is necessary to complete the work shall be furnished and installed as part of this contract at no additional cost to the Town. The work shall be complete and ready to service as shown on the Plans and/or specified to the satisfaction of the Engineer.

The Contractor is advised to inspect the site to observe actual working conditions. See Special Provisions SP-08.

C. ORDER OF WORK

Order of work shall conform to the provisions in Section 8, "Prosecution and Progress" of the Caltrans Standard Specifications and these special provisions. The Contractor shall submit for approval by the Engineer a construction sequence, schedule, and traffic control plan for the project at the pre-construction meeting to be scheduled for the project.

The work as shown on the plans and as specified in these special provisions shall be constructed in a sequence which is satisfactory to and which has been approved by the Engineer. The Contractor shall obtain approval of his construction sequence, layout of work and schedule prior to commencing work on the project..

Prior to the commencement of work, and within 2 weeks following the notice to proceed, the Contractor shall submit 3 copies of a complete list of materials to be furnished, including all substitutions proposed to the Engineer for approval. Partial or incomplete material lists will not be considered. No substitutions will be considered thereafter. Only one request for substitution will be considered on each item of material.

The Contract shall submit a letter authorizing a representative from the Company who will be

present at the work site and who is authorized to approve and sign additional work and/or modifications to the project. The Contractor shall also provide a contact person for emergencies and after hour complaints (24 hours a day, 7 days a week).

The Contractor shall notify USA (800-227-2600) prior to any work.

D. PERMIT AND INSPECTION FEES

The Town will pay for Road Work inspections occurring Monday – Friday, 7:00am – 5:00 pm. If the Contractor decides to work on Saturday, the Town will cover the inspection costs from 7:00am – 5:00pm to reduce disruption to weekday traffic. Any work that requires inspection after 5:00 pm on the weekdays & Saturday shall be paid for by the Contractor.

The Contractor shall apply for permits, pay all fees and coordinate all inspections with the utility agencies. If required, the contractor shall also pay for any Sewer TV inspections and/or other specialized verifications required by the agencies, and modifications and/or update material replacement of utility facilities. Please 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.

E. CONTROL OF WORK

All construction surveying and/or staking (lines and grades) shall be established by the Contractor's Licensed Surveyor. The Contractor shall be responsible for locating, marking and verifying the positions of all utility facilities that affect the project and all existing striping and markings.

Full compensation for construction surveying and staking shall be considered as included in the various items of work and no additional compensation will be allowed therefore.

F. MATERIALS

Attention is directed to Section 6, "Control of Materials", of the Standard Specifications and these special provisions.

If required by the contract or Town Engineer, all material testing and or geotechnical testing shall be done by the Contractor's hired firm and shall pay all cost associated with the testing.

G. TRAFFIC CONTROL

All work within Caltrans Right of Way shall be approved by Caltrans prior to proceeding with work within Caltrans Right of Way.

Construction area signs shall be furnished, installed, maintained, and removed, when no longer required, in accordance with the provisions in Section 12 "Temporary Traffic Control",

of the Caltrans Standard Specifications and these special provisions.

The term "Construction Area Signs" shall also include temporary object markers and portable delineators required for the direction of public traffic through or around the work area during construction. Object markers and portable delineators listed or designated on the plans as construction area signs shall be considered to be signs and shall be furnished, installed, maintained, and removed by the Contractor in the same manner specified for construction area signs.

Full compensation for all costs involved in furnishing labor, materials (including signs), tools, equipment, and for doing all work involved in maintaining, replacing, and moving to new locations the components of the construction area signs, as specified in this section, shall be considered as included in the contract lump sum price paid for Traffic Control and no additional compensation shall be allowed therefore.

Attention is directed to Sections 7-1.03, "Public Convenience" and 7-1.04 "Public Safety" of the Caltrans Standard Specifications. Nothing in these special provisions shall be construed as relieving the Contractor from his responsibility as provided for in said Sections.

Provisions shall be made for the safe passage of vehicular and pedestrian traffic around the work area at all times.

The Contractor shall be responsible for keeping the Sheriff's Department and Town Fire District informed of obstructions to either public or private roads caused by his operation.

The Contractor shall notify all residences and commercial business affected by this project at least 48 hours prior to beginning construction.

As a result of his operations on this project, it is the responsibility of the Contractor to respond to any problems encountered by affected businesses and property owners.

Traffic controls through the construction zone shall be designed and maintained by a designated individual qualified in this responsibility. Evidence of qualification may be a Certificate of Completion of a course titled "Safety Through Maintenance and Construction Zones", issued by ITE. The Contractor shall submit the traffic control plan and have an approved traffic control plan prior to commencing work. The full cost of providing this service shall be considered as included in the contract lump sum price paid for the traffic signals and no separate payment will be made therefore.

A minimum lane width of not less than twelve feet (12') shall be open to vehicular traffic at all times.

If any component in the traffic control system is displaced, ceases to operate or function as specified, from any cause, the Contractor shall immediately repair or replace said component.

The Contractor shall furnish, install, maintain, and remove at his expense all barricades, signs, lights, flagmen, or other devices necessary to adequately warn of any obstructions to the vehicular or pedestrian travel way.

The Contractor shall comply with the current State of California, Department of Transportation, "Manual of Traffic Controls", for all items related to traffic control within the work area.

At the end of each day's work, the Contractor shall remove all components of the traffic control system, except portable delineators placed along open trenches and excavation, or as directed by the Engineer.

Personal vehicles of the Contractor's employees shall not be parked in the immediate area of work.

The fact that rain or other causes, either within or beyond the control of the Contractor, may force suspension or delay of the work, shall in no way relieve the Contractor of his responsibility for maintaining traffic around the project and providing local access as specified herein. The Contractor shall at all times keep on the job such materials, force and equipment as may be necessary to keep streets and driveways within the project area open to traffic and in good repair.

Full compensation for maintaining the traffic control system, as described herein, shall include furnishing all labor (including flagging costs), materials, tools, equipment, incidentals, and for doing all the work involved in installing, maintaining, and removing the components of the traffic control system as shown on the plans, as specified in the Standard Specifications, these special provisions, or as directed by the Engineer, shall be considered as included in the contract lump sum price paid for Traffic Control, and no additional compensation will be allowed.

The Contractor shall submit a plan for the proposed construction operation together with a diagram indicating the layout for traffic control. This plan shall be subject to the approval of the Town Engineer prior to the beginning of construction work.

Street closures will not be allowed, and two-way traffic must be maintained with a minimum of delay or interruption.

The Contractor shall have a foreman on the job site at all times responsible for traffic control and maintenance. Once traffic control devices are in place, the Contractor shall be responsible to maintain same with forces other than the basic overlay (paving) crew.

The Contractor shall place proper detour signs, barricades, flagmen, cones, and other warning devices prior to the work each day.

The Contractor shall be totally responsible for traffic and **failure or refusal** to construct and maintain detours and controls at the proper time shall be sufficient cause for closing down the work until such detours and controls are in satisfactory condition for

safe use by the public.

H. PARKING & NOTIFICATIONS

The Contractor shall be responsible for posting “No Parking” signs and notifying adjacent businesses and residents of parking restrictions at least 48 hours in advance. The signs shall be furnished by the Contractor. The removal of parked cars shall be coordinated through the Sheriff’s Department. Door hangers shall be supplied by the Contractor to notify both businesses and residents. The Contractor shall include appropriate paving schedule-date, time and Contractor contact information on the notices. Notices shall be delivered 48 hours prior to actual overlay. The Contractor shall distribute the notices.

I DISPOSAL OF MATERIAL

Unless otherwise shown on the plans or specified herein, all existing improvements and surplus materials not to be salvaged, stockpiled, or disposed of shall become property of the Contractor and disposed of away from the work site.

Full compensation for all costs involved in disposing of materials as specified in this section, including all costs of hauling, shall be considered as included in the prices paid for the “Roadway Demolition, Removal & Disposal” and “Remove and Replace Pavement Section” and no additional compensation will be allowed.

J BRIDGE MOUNTED ART

General

Bridge mounted art shall comply with Caltrans Standard Specification Chapter 83 Railings and Barriers (2015). Bridge mounted art shall be constructed of ¼ inch thick aluminum plate which will connect to the bridge chain link fence posts and fabric. Bridge mounted art shall be ten symbols: 2 symbols will be a tree, two of a horse, two of the letter O and one of each of the following letters I, L M S. DFX files of the bridge mounted art are available by request. This request shall be made to the Town of Loomis.

Materials

The bridge mounted art will be constructed from ¼ inch thick aluminum complying with ASTM B209. Bolts, nuts, washes and spacers shall be stainless steel complying with ASTM F593. The bridge mounted art has dissimilar metals that could cause corrosion. A corrosion break will need to be installed between the dissimilar metals.

Construction

Each bridge mounted art symbol shall be constructed from a single sheet of aluminum plate. Fabricator will submit a shop drawing of each symbol showing the overall height and width of each symbol, mesh spacing, frame thickness, location of the two types of connection, a different notation will be used for the each type of connection, and a detail of each connection.

Two types of connections will be used to fasten the bridge mounted art symbols to the bridge chain link fence posts and fabric. The bolted connection to the post shall be secured using a thread locking liquid or other method assuring the nut cannot be removed. This connection will be at each location where the bridge mounted art frame intersects the posts and frame of the bridge chain link fence. The second connection will connect the art frame to the existing chain link fabric. This connection will have a $\frac{3}{4}$ inch x 3 inch sleeve or spacer to maintain a separation of three inches between the art frame and the chain link fabric. This sleeve will have the washers both sides. Each bridge mounted art symbol will be powder coated with a color specified by the Town of Loomis. Powder coating will be on all surfaces of the bridge mount art and hardware.

There are three different materials related to the bridge mounted art. The corrosion break will be placed between all dissimilar materials, including contact between bolt shafts and other surfaces. The corrosion break will consist of double sided tape and a bead of clear silicone gel around the exterior seam.

Payment

Payment shall be two lump sums. The first lump sum will be for the $\frac{1}{4}$ thick aluminum plate and the labor of fabricating the bridge mount art symbols, bolts and hardware needed for erecting the bridge mounted art including the powder coating. The second lump sum will be for erecting the symbols into place. This will include labor and equipment needed to ship and place the bridge mounted art symbols and the application of the corrosion break.

APPENDIX

