

TOWN OF LOOMIS
PLACER COUNTY, CALIFORNIA



BID DOCUMENT

Downtown Master Plan

July 2017
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: AUGUST 24, 2017 (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: DOWNTOWN MASTER PLAN PHASE 1B PROJECT

IMPORTANT INFORMATION TO KNOW BEFORE BIDDING

The Contract will be awarded on the basis of the lowest, responsive, responsible bid for the Total Base Bid Price. Award for the Alternative Bid Addition elements is at the Town's sole discretion, and determination of whether to proceed with the items contained in the Alternative Bid Additions is dependent upon completion and evaluation of preceding bid items.

The construction working hours are Monday-Friday 7:00 AM to 5:00 PM.

Requests for authorization to perform work outside the hours listed above shall be made in writing at least 72 hours in advance.

No work shall begin on the roadway until after 8:30am. Prep work alongside the roadway is allowed to begin 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. Work shall end on the roadway by 4:00pm. If work occurs on Saturdays, the hours shall be 8:00am to 5:00pm. No work shall be conducted on Sundays, designated legal holidays, after 4:00 p.m. on Weekdays, or the day preceding designated legal holidays.

No encroaching of work and equipment within 25 feet of the Union Pacific Railroad Tracks without a fully executed Contractor's Right of Entry Agreement (see Appendix C). Any fines received by Union Pacific shall be paid by the Contractor.

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

Section 39, "Hot Mix Asphalt" of the 2010 Caltrans Standard Specifications shall be followed. Specifically, Section 39-1.10, "Spreading and Compacting Equipment" and Section 39-1.11, "Transporting, Spreading, and Compacting" must be adhered to. Any waving or uneven surface of the asphalt due to stop and start operations and as discussed under Section 39-1.12, "Smoothness" shall be grinded, remove & replaced, or additional HMA overlaid to produce a smooth drivable surface. If the pavement is repaired, the Contractor will be responsible for the cost of the repair and must apply a slurry seal over the entire street limits.

TABLE OF CONTENTS

	<u>Page No.</u>
Notice Inviting Bids.....	4
Proposal	5
Contract.....	14
Faithful Performance Bond.....	15
Labor and Materials Bond	16
Town of Loomis Certificate of Insurance	17
Contractor's Certificate Relating to Worker's Compensation Insurance	18
Certificate of Worker's Compensation Insurance.....	19
1-Year Guarantee.....	20
Technical Specifications	22

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:

Downtown Master Plan Phase 1 Project

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

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

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

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

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

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

A Class "A" or C12 Contractor's License is required to complete this project. No bidder may withdraw his bid for a period of twenty-five (25) days after the date set for the opening thereof.

Brit Snipes, Town Engineer

Revised Bid Form
Downtown Master Plan Phase 1B

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

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

Downtown Master Plan Phase 1B Project					
Item	Description	Quant.	Units	Item Price	Total
1	Mobilization	1	LS		
2	Erosion Control (SWPPP)	1	LS		
3	Construction Staking	1	LS		
4	Traffic Control System	1	LS		
5	Relocate Memorial Plaques	1	LS		
6	Concrete Pad for Decorative Fruit Label	12	EA		
7	Demolition/Existing Pipe Cutting or Capping	1	LS		
8	Root Barrier	1,119	LF		
9	Program Irrigation Controller Assembly and wire/connect 2 Wire Decoders to valves	1	LS		
10	Drip Irrigation (Includes Tree Rings and associated valves, see special provisions)	5,159	SQFT		
11	Root Watering Systems (Includes associated valves, see special provisions)	40	EA		
12	Excavation and Removal	1	LS		
13	Placing Import Topsoil and Amendments	236	CY		
14	Existing Soil Preparation and Amendments	5,159	SQFT		
15	Excavation and Import Stormwater Swale Soil Preparation/Amendment	61	CY		
16	Stormwater Swale Cobble	654	SQFT		
17	Bench	5	EA		
18	Refuse Receptacle	11	EA		
19	Publication Racks	2	EA		
20	Mailbox	1	LS		
21	Existing Trees -- Prune	1	LS		
22	Trees -- 15 Gallon	20	EA		
23	Shrubs/Groundcover--1 Gallon	812	EA		

Downtown Master Plan Phase 1B Project

Item	Description	Quant.	Units	Item Price	Total
24	Bark Mulch	2,529	SQFT		
25	Rock Mulch and Weed Fabric	1,976	SQFT		
26	90-Day Plant Establishment Period	1	LS		
Base Bid Total					

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, OVERLAY SCHEDULING, DRIVEWAY CONFORMS, STRIPING, UTILITY RAISING AND ALL OTHER SCOPES OF WORK.

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

Proposal - Experience Statement
Downtown Master Plan Phase 1B 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.

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

Downtown Master Plan Phase 1B 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.

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 _____, 2017, 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 **Downtown Master Plan Phase 1B dated July 2017**.
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 **Downtown Master Plan Phase 1B 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 _____ 2017.

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 _____, 2017.

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 **Downtown Master Plan Phase 1B Project**, being a certain general and automobile liability policy which names the Town of Loomis, its officers and employees as additional insured, and which insures said Town, officers and said work of improvement, including but not limited to, coverage for all work performed by, for or on behalf of _____.

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

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

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

 Insurance Company 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 _____, 2017.*

 Authorized Signatory (sign)

(type name)

SUBSCRIBED AND SWORN TO BEFORE ME, a
 Notary Public, this _____ day of _____, 2017.

(sign)

(type name)

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

FORM APPROVED: _____, 2017, 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 _____, 2017. 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 _____, 2017.

AUTHORIZED REPRESENTATIVE (Signature)

AUTHORIZED REPRESENTATIVE (Type Name)

CONTRACTOR 1-YEAR GUARANTEE

We hereby guarantee the **Downtown Master Plan Phase 1B 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

Downtown Master Plan Phase 1B Project

SP-01 SPECIFICATIONS

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

SP-02 PROGRESS PAYMENTS

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

SP-03 LIQUIDATED DAMAGES

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

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

The Contractor shall pay to the Town of Loomis the sum of *\$1,000 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 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-06 WAGE RATES

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

SP-07 APPRENTICESHIP

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

SP-08 INDEPENDENT EXAMINATION

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

The bidder is required to examine carefully the site of the work, and the proposal, plan, specifications and contract forms for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character and quality of work to be performed and materials to be furnished, and as to the requirements of the specifications, the special provisions and the contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.

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

SP-09 SITE ACCESS

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

SP-10 DISQUALIFICATION OF BIDDERS

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

SP-11 DISCREPANCIES IN BIDS

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

SP-12 WORKERS COMPENSATION REQUIREMENT

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

SP-13 MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS

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

SP-14 BEST INTEREST OF THE TOWN

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

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

SP-15 SUBSTITUTION OF SECURITIES

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

SP-16 CONSTRUCTION CALENDAR

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

SP-17 TOWN FURNISHED MATERIALS

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

SP-18 ACCEPTANCE OF CONTRACT

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