



City of Bishop, California

Bidding Information

and

Contract Documents

for

Warren Street Improvements Project

in the

City of Bishop, County of Inyo, California

2 October 2014

Approved:

A handwritten signature in blue ink, appearing to read "David Grah", is written over a faint circular stamp.

David Grah
Director of Public Works

Notice To Bidders

Sealed proposals will be received at the City of Bishop Public Works office, City Hall, 377 West Line Street, Bishop, California, 93514 until three o'clock (3:00) in the afternoon on 31 October 2014, for furnishing all labor, materials, tools, implements and machinery to do and complete all work in a manner satisfactory to the City Engineer, for the following project:

Warren Street Improvements Project

Together with such other incidental items as are necessary to complete the work in the manner and time prescribed and in strict conformity with the contract documents.

At 3:01 in the afternoon on the above date, said proposals will be publicly opened and read aloud.

All proposals shall be made using the forms furnished by the City and shall be enclosed and sealed in an envelope which is addressed to the City Council, Bishop, California, and is clearly labeled:

Bid for Warren Street Improvements Project

Bid books including plans, specifications, bid forms to be used for bidding on this project and other contract documents can be obtained at the City of Bishop City Hall, 377 West Line Street, Bishop, California, 93514, 760-873-8458, and publicworks@ca-bishop.us. Only bids referencing all addendums issued for the project shall be considered. To receive addendums and other information issued on the project during the advertisement period, provide your contact information to the Bishop Public Works in City Hall at the above addresses and number at least two working days prior to bid opening.

This project is located on Warren Street from South Street to Elm Street and on South Street, Lagoon Street, Church Street, Academy Avenue, Pine Street and Elm Street from Warren Street to Main Street. This project will be funded in two phases. This bid is for the first phase. The first phase is expected to construct approximately 40% of the total project shown on the plans. This is a rehabilitation project consisting of the construction of a complete street section within a 60 foot right of way including paved road, curb and gutter, colored patterned sidewalks, curb ramps, colored concrete crosswalks, decorative street lights, trees and tree grates, irrigation, planters, landscape boulders, driveways, storm drain, and removal of existing facilities that interfere with the construction. The project includes furnishing of all labor, implements, tools, machinery, materials and all other work required to complete the project.

Bidders may attend a pre-bid review of the project site with project staff at ten o'clock (10:00) in the morning on 15 October 2014. To participate in this review, be at the intersection of Warren Street and Church Street at this date and time.

The estimated range for the construction cost of this phase of the project is from about \$1.1 to \$2 million depending on construction option.

This project is entirely funded with State funds. As a result, contracting preferences do not apply to this project.

Technical questions should be directed to the Director of Public Works, City of Bishop, 377 West Line Street, Bishop, California, 93514, 760-873-8458, publicworks@ca-bishop.us.

The successful bidder shall furnish all items required in the contract documents.

All proposals shall include prices for all items of work for all construction options contained in the contract documents. The City intends to award the contract to the bidder with the lowest responsive bid for the most extensive construction option the City is able to fund from the allotment available for this project. Responsive bid proposals shall include:

1. Completed Bid Form
2. Bid Bond or other security
3. Completed Non-collusion Declaration form
4. Completed Contractor's Certificate Regarding Worker's Compensation form
5. Completed Proposed Equipment and Material Manufacturers form
6. Completed Proposed Subcontractors form
7. Completed Contractor Licenses form

The City of Bishop hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at City of Bishop and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

The Contractor shall procure all required permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

The City Council of the City of Bishop, California, reserves the right to reject any and all proposals and to waive any formalities in the proposal.

Bid Form

Proposal to City of Bishop for the construction of

Warren Street Improvements Project

Bidder Information:

Name: _____

Address: _____

Phone: _____

Email: _____

To the Bishop City Council:

Pursuant to and in compliance with your Notice to Bidders inviting sealed proposals (bids) and the other documents relating thereto, the undersigned bidder, being fully familiar with the terms of the contract documents, local conditions affecting the performance of the contract, the character, quality, quantities, and scope of work, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the contract, including all of its component parts and everything required to be performed, and to furnish any and all of the labor, material, tools, equipment, transportation, services, permits, utilities, and all other items necessary to perform the contract and complete in a workman like manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other contract documents, including Addenda _____, _____, _____, and _____, for the prices hereinafter set forth.

The bidder, under penalty of perjury, certifies that, except as noted on an attached page, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager: Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; Does not have a proposed debarment pending; and Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years. If there are any exceptions to this certification, insert the exceptions on an attached page.

The undersigned as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein and that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the contract documents and that he will accept in full payment thereof the unit prices on the following 3 pages.

Bid Form: Option 1

Storm drain improvements: 50+03 on, excluding inlet at 50+72 left.

Street improvements: Warren Street 11+44 to 20+58 and all Church Street, Academy Avenue, and Pine Street improvements.

Item	Quantity	Unit	Description	Unit Price	Total Item Price
1	1	LS	Mobilization		
2	1	LS	Erosion Control		
3	1	LS	Traffic Control		
4	9	EA	Remove Tree		
5	170	LF	6" and 8" Storm Drain Line		
6	503	LF	12" Storm Drain Line		
7	1286	LF	18" Storm Drain Line		
8	16	EA	Curb Inlet		
9	1	EA	Stormwater Separator		
10	2	EA	Manhole		
11	20735	SF	Sidewalk		
12	2472	LF	Curb (A2-6)		
13	2270	LF	Curb (A1-6)		
14	13	EA	Curb Ramp		
15	5588	SF	Roadway Concrete		
16	4955	SF	Driveway		
17	4	SF	Area Drain		
18	60	EA	Tree		
19	18	EA	Tree Grate		
20	30	EA	Landscape Boulder		
21	3	EA	Concrete Feature		
22	29	EA	Street Light		
23	1	LS	Irrigation System		
24	1426	CY	Cement Treated Base		
25	1263	TON	Hot Mix Asphalt		
26	470	SF	Pavement Marking		
27	815	LF	Pavement Stripe		
28	16	EA	Utility Cover		
				Total Bid	

CY is cubic yard; EA is each; LF is linear foot; LS is lump sum; SF is square foot

Bid Form: Option 2

Storm drain improvements: 50+03 on, excluding inlet at 50+72 left.

Street improvements as follows: Warren Street 11+44 to 19+75 and all Church Street and Academy Avenue improvements.

Item	Quantity	Unit	Description	Unit Price	Total Item Price
1	1	LS	Mobilization		
2	1	LS	Erosion Control		
3	1	LS	Traffic Control		
4	9	EA	Remove Tree		
5	170	LF	6" and 8" Storm Drain Line		
6	503	LF	12" Storm Drain Line		
7	1286	LF	18" Storm Drain Line		
8	16	EA	Curb Inlet		
9	1	EA	Stormwater Separator		
10	2	EA	Manhole		
11	17210	SF	Sidewalk		
12	1797	LF	Curb (A2-6)		
13	2007	LF	Curb (A1-6)		
14	9	EA	Curb Ramp		
15	4210	SF	Roadway Concrete		
16	3564	SF	Driveway		
17	4	SF	Area Drain		
18	52	EA	Tree		
19	18	EA	Tree Grate		
20	30	EA	Landscape Boulder		
21	3	EA	Concrete Feature		
22	22	EA	Street Light		
23	1	LS	Irrigation System		
24	1159	CY	Cement Treated Base		
25	1026	TON	Hot Mix Asphalt		
26	302	SF	Pavement Marking		
27	565	LF	Pavement Stripe		
28	12	EA	Utility Cover		
				Total Bid	

CY is cubic yard; EA is each; LF is linear foot; LS is lump sum; SF is square foot

Bid Form: Option 3

Storm drain improvements: 50+03 on, excluding inlet at 50+72 left.

Street improvements as follows: Warren Street 11+44 to 17+85 and all Church Street and Academy Avenue improvements.

Item	Quantity	Unit	Description	Unit Price	Total Item Price
1	1	LS	Mobilization		
2	1	LS	Erosion Control		
3	1	LS	Traffic Control		
4	7	EA	Remove Tree		
5	170	LF	6" and 8" Storm Drain Line		
6	503	LF	12" Storm Drain Line		
7	1286	LF	18" Storm Drain Line		
8	16	EA	Curb Inlet		
9	1	EA	Stormwater Separator		
10	2	EA	Manhole		
11	14515	SF	Sidewalk		
12	1445	LF	Curb (A2-6)		
13	2007	LF	Curb (A1-6)		
14	9	EA	Curb Ramp		
15	4210	SF	Roadway Concrete		
16	2750	SF	Driveway		
17	4	SF	Area Drain		
18	44	EA	Tree		
19	10	EA	Tree Grate		
20	30	EA	Landscape Boulder		
21	3	EA	Concrete Feature		
22	20	EA	Street Light		
23	1	LS	Irrigation System		
24	998	CY	Cement Treated Base		
25	884	TON	Hot Mix Asphalt		
26	302	SF	Pavement Marking		
27	565	LF	Pavement Stripe		
28	12	EA	Utility Cover		
				Total Bid	

CY is cubic yard; EA is each; LF is linear foot; LS is lump sum; SF is square foot

In the event the total amount for an individual bid item does not agree with the product of the estimated quantity and unit price bid for that item, the unit price stated for the individual item shall govern and the incorrect total amount for that item shall be corrected. In the event the Total Bid does not agree with the sum of the total amounts bid for the respective bid items, the total amounts for the respective bid items shall govern and the incorrect Total Bid shall be corrected.

Unit prices for all items, extensions and total amount of bid must be shown. The proposal submitted shall be in effect for 30 days after the opening of bids.

Accompanying this proposal is a deposit in the form of a _____(Insert words "certified check", "cashier's check", "bid bond", "cash", or appropriate description of substitute security, as the case may be) in the amount of \$_____ which amount is not less than 10% of the total bid, payable to the CITY OF BISHOP.

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the contract documents or fails to furnish the required payment and performance bonds, or substitute, and insurance certificates and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City's reasonable attorneys' fees, incurred with or without suit.

The names of all persons interested in the foregoing proposals as principals are as follows. If bidder is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a general partnership, state true name of firm, also names of all individual partners composing firm; if a limited partnership, the names of all general partners and limited partners; if an individual, state first and last names in full; if the bidder is a joint venture, state the complete name of each party.

Authorized Bidder Representative:

Name (typed or printed): _____ (SEAL)

By: _____
(Individual's signature – attach evidence of authority to sign)

Title: _____

Bid Bond

(10% of Total Bid Amount)

We, _____ as Principal,
and _____ as Surety,
jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth herein to the

City of Bishop, California

(herein called City) for payment of the penal sum of _____
_____ Dollars (\$ _____), lawful money of the United
States. Principal has submitted the accompanying bid for the construction of

Warren Street Improvements Project

If the Principal is awarded the contract and enters into a written contract, in the form prescribed by the City, at the price designated by his bid, and files two bonds with the City, or substitute security in lieu thereof, one to guarantee payment for labor and materials and the other to guarantee faithful performance, in the time and manner specified by the City, and carries all insurance in type and amount which conforms to the contract documents, and furnishes required certificates and endorsements thereof, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Forfeiture of this bond, or any deposit made in lieu thereof, shall not preclude the City from seeking all other remedies provided by law to cover losses sustained as a result of the Principal's failure to do any of the foregoing.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorney's fees incurred with or without suit.

Executed on _____

PRINCIPAL

(Seal of Corporation)

By _____

Title _____

(Attach Acknowledgment of Authorized Representative of Principal)

Any claims under this bond may be addressed to:

_____ (Name and address of Surety)

_____ (Name and address of Surety's agent for service of
process in California, if different from above)

_____ (Telephone number of Surety's agent in California)

(Attach Acknowledgement)

_____ SURETY

By _____
(Attorney-in-Fact)

Non-collusion Declaration

The undersigned declares:

I am the _____
of _____,
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

Date _____ at

City, State _____

Signature _____

Printed Name _____

Contractor's Certificate Regarding Worker's Compensation

Description of Contract: City of Bishop **Warren Street Improvements Project**

Labor Code Section 3700 Provides (in part):

“Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- A. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

- B. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.”

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated: _____
_____ (Contractor)

By _____
_____ (Official Title)

Contractor Licenses

The Contractor's license classifications required for this project are as follows:

Class A – General Engineering Contractor

These classifications are provided for information purposes only. The Engineer does not warrant that all classifications required for the project are listed.

It is the City's intent that "plans," as used in Public Contract Code Section 3300, is defined as the construction contract documents, which include both drawings and specifications.

The contractor hereby confirms that it has all licenses and permits required by federal, state, and local statutes, regulations, and ordinances. The following are the Contractor's applicable license numbers:

<u>Contractor's License Number</u>	<u>Expiration Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

I state under penalty of perjury that all information submitted by me and included in this contract is true and correct.

Signature of Bidder: _____

Dated: _____

Agreement

THIS AGREEMENT, made and entered into by and between the

City of Bishop, California

hereinafter referred to as “CITY” and

a corporation under the laws of the state of _____;

hereinafter referred to as “CONTRACTOR”.

CITY and CONTRACTOR agree as follows:

1. SCOPE OF WORK: Contractor shall furnish all materials and shall perform all of the work for the construction of the Warren Street Improvements Project in accordance with this agreement and the other contract documents. The scope of work shall be for Construction Option _____.
2. TIME FOR COMPLETION: The work shall be completed within the times set forth in the contract documents. Time is of the essence and forfeiture due to delay will be assessed as provided for in the contract documents.
3. CONTRACT SUM: CITY will pay CONTRACTOR as described in the Contractor bid and the rest of the contract documents.
4. PAYMENTS: Payment will be made in accordance with the contract documents. The filing of the notice of completion by CITY shall be preceded by acceptance of the work made only by an action of the City Council.
5. COMPLIANCE WITH PUBLIC CONTRACTS LAW: CITY is a public agency in the State of California and is subject to the provisions of law relating to public contracts. It is agreed that all provisions of law applicable to public contracts are a part of this contract to the same extent as though set forth herein and will be complied with by CONTRACTOR.
6. CONTRACT DOCUMENTS: The complete contract includes all of these documents:
 - Notice to Bidders
 - Bid Form
 - Agreement
 - Performance Bond

- Payment Bond
- Worker’s Compensation Certificate
- Special Provisions
- Other referenced documents

This Agreement is executed by the CITY pursuant to an action of its Governing Body in session on _____, authorizing the same, and CONTRACTOR has caused this Agreement to be duly executed.

Dated:

_____ By _____
 City Administrator

Dated:

_____ By _____
 (Contractor)

Title:

APPROVED AS TO FORM:

 City Attorney

Performance Bond
(100% of the Agreement Amount)

We, _____ as Principal,
and _____ as Surety,
jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth
herein to the

City of Bishop

(herein called City) for payment of the penal sum of _____
_____ Dollars (\$ _____), lawful money of
the United States. City has awarded Principal a contract for the construction of

Warren Street Improvements Project

The condition of this obligation is such that if the Principal shall in all things abide by and well and truly keep and perform the covenants, and agreements in the said contract, and any alteration thereof made as therein provided, on his part to be kept and performed at the item and in the manner therein specified, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall indemnify and save harmless the City, the Engineer/Architect, the City's Representative, and their consultants, and each of their directors, officers, employees, and agents, as therein stipulated, this obligation shall become null and void, otherwise, it shall be and remain in full force and effect.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed thereunder, or the plans and specifications shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should Owner become a party to an action on this bond, that each shall pay Owner's reasonable attorney's fees incurred therein in addition to the sum above set forth.

Executed in two original counterparts on
20____

PRINCIPAL

(Seal of Corporation)

By _____

Title _____

Any claims under this bond may be addressed to:

_____ (Name and address of Surety)

_____ (Name and address of Surety's agent for
service of process in California, if different
from above)

_____ (Telephone number of Surety's agent in
California)

(Attach Acknowledgement)

SURETY

By _____
(Attorney-in-Fact)

APPROVED:

(Attorney for CITY)

Payment Bond

(100% of the Agreement Amount)

We, _____ as Principal,

and _____ as Surety,
jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth
herein to the

City of Bishop

(herein called City) for payment of the penal sum of _____

_____ Dollars (\$ _____), lawful money of
the United States. City has awarded Principal a contract for the construction of

Warren Street Improvements Project

If Principal or any of his subcontractors fails to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract or during the one-year guarantee period, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax board from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety will pay the same in an amount not exceeding the sum specified above, and also will pay, in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court.

This bond shall insure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed there under, or the plans and specifications shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorney's fees incurred with or without suit, in addition to above sum.

Executed in two original counterparts on
20____

PRINCIPAL

(Seal of Corporation)

By _____

Title _____

Any claims under this bond may be addressed to:

_____ (Name and address of Surety)

_____ (Name and address of Surety's agent for
service of process in California, if different
from above)

_____ (Telephone number of Surety's agent in
California)

(Attach Acknowledgement)

SURETY

By _____
(Attorney-in-Fact)

APPROVED:

(Attorney for CITY)

Special Provisions

A. GENERAL PROVISIONS

1. GENERAL

Unless otherwise stated, the work embraced herein shall be done in accordance with the 2010 Standard Specifications and the Standard Plans of the State of California, Department of Transportation insofar as the same may apply and in accordance with these Special Provisions. Copies of the Standard Plans and the Standard Specifications may be obtained from the Department of Transportation. In addition the City of Bishop Specifications for Domestic Water and Sanitary Sewer System (1991) shall also apply. Copies may be obtained from the City of Bishop Public Works Department.

When approved by the Engineer, forms, documents, and standards equivalent to those specified may be used.

In the event of conflict between these Special Provisions, the project plans, the City of Bishop Specifications for Domestic Water and Sanitary Sewer System, the Standard Specifications, and the Standard Plans the order of precedent shall be these Special Provisions over the project plans over the technical specifications of the City of Bishop Specifications for Domestic Water and Sanitary Sewer System over the Standard Specifications over the remaining sections of the City of Bishop Specifications for Domestic Water and Sanitary Sewer System over the Standard Plans.

2. GLOSSARY

All definitions and terms in Section 1-1.07B, Glossary, of the Standard Specifications shall apply, except whenever the following terms are used the intent and meaning shall be as follows.

Bid Item List: The bid form corrected for math errors.

Contract: Executed agreement between the City and Contractor.

Contract Documents: The documents which make up the Contract, including any and all documents incorporated therein; also, any and all written agreements between the City and Contractor which amend or change the Contract. Referred to as the Bid Book in the Standard Specifications.

City: The City of Bishop, State of California, working through its Public Works Department.

Department: The Public Works Department of the City of Bishop.

Director: The Public Works Director of the City of Bishop.

Department of Transportation: The Public Works Department of the City of Bishop, except when Department of Transportation publications are cited, such cites are to remain as written and refer to the State of California, Department of Transportation, also known as Caltrans.

Engineer: The Public Works Director of the City of Bishop, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

Laboratory: The Laboratory of the Public Works Department or other laboratories authorized by the Public Works Department of the City of Bishop to test materials and work involved in the Contract.

Office Engineer: The Public Works Director of the City of Bishop.

Owner: The City.

State or State of California: The City except when State publications or standards are cited, such cites are to remain as written and refer to the State of California.

3. CHANGES TO STANDARD SPECIFICATIONS

The following sections are deleted from the Standard Specifications:

2-1.02, Bid Ineligibility

2-1.06, Bid Documents

2-1.18, Small Business and Non-Small Business Subcontractor Preferences

2-1.27, California Companies

2-1.33D, Opt Out of Payment Adjustments for Price Index Fluctuations

3-1.08, Small Business Participation Request

3-1.11, Payee Data Record,

Delete the numbered list in Section 3-1.18, Contract Execution

Deleted the second and third paragraphs of Section 2-1.33A, Bid Document Completion - General.

Modify Section 5-1.23, Submittals, to identify each sheet by the project name.

Delete the column "Umbrella or excess liability" from Liability Limits table of Section 7-1.06D(2), Liability Limits / Additional Insureds.

4. CHANGES TO PLANS

Except for driveways, Pine Street between 72+05 and 73+21 on the left shall mirror the right. Delete Storm Drain Manhole 1 at 50+00 and connect new 18 inch storm drain to existing inlet at about 50+03. Delete the archway receptacle and associated conduit on the north and south sides of Academy Avenue at Main Street.

5. PROPOSAL REQUIREMENTS

The bidder's attention is directed to the provisions in Section 2, Bidding, of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation and the submission of the bid. Subcontracting Request forms are not required but each proposal shall list the portion of work that will be done by each subcontractor. A sheet for listing the subcontractors is included in the Proposal.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

6. BONDS

The Contractor, simultaneously with the execution of the contract, shall furnish a payment bond and a performance bond each in an amount equal to 100 percent of the contract amount, or equivalent cash or security in lieu of bonds pursuant to Section 995.710 of the Code of Civil Procedures. Bonds shall be furnished by surety companies satisfactory to the City on the forms furnished as part of the contract documents. Surety companies, to be acceptable to the City, must be authorized to do business and have an agent for service of process in California.

7. SCOPE OF WORK

The scope of the work shall consist of the construction of a complete street section within a 60 foot right of way including paved road, curb and gutter, colored patterned sidewalks, curb ramps, colored concrete crosswalks, decorative street lights, trees and tree grates, irrigation, planters, landscape boulders, driveways and storm drain described in the contract documents for the **Warren Street Improvements Project** and as provided in the improvement plans.

8. PRE-CONSTRUCTION CONFERENCE

Prior to issuance to the Notice to Proceed, the City will hold a pre-construction conference for the purpose of discussing essential matters pertaining to the pursuit of the satisfactory completion of the project. The Contractor's representatives at this conference shall include all major superintendents for the work and may include subcontractors.

9. CONSTRUCTION STAKES

The Contractor shall request staking by notifying the Engineer at least 7 working days before the staking will be required. The cost of all re-staking shall be paid by the contractor. Construction staking will be provided for storm drain at 50 foot intervals and at curb inlets, manholes and storm drain laterals. Construction staking for curb and gutter will be provided at 25 foot intervals on both sides of road. Contractor shall be responsible for most layout of pocket parks and bulb outs from these stakes. Construction stakes will be provided for street lights and for curbs in pocket parks and tree planters.

10. SUBMITTALS

In addition to submittals required in the Standard Specifications and elsewhere in these Special Provisions, the Contractor shall submit the following information to the City 7 working days prior to beginning of work for review and approval.

- a) A schedule of work conforming to Section 8-1.02B, Level 1 Critical Path Model Schedule, of the Standard Specifications.
- b) A health and safety plan.
- c) A traffic control plan

Each submittal shall include a cover sheet clearly describing the purpose of the submittal and containing a statement that the contractor each page of submittals shall include a statement the contractor has examined and verified all field dimensions and measurements, field

construction criteria, materials, and similar data, and they meet the requirements for the project. Submittals shall provide sufficient information to determine that the item is in compliance with the requirements.

Submittals are required for items including for the following:

- a) Storm Water Separator
- b) Irrigation System
- c) Street Lighting System

11. PERMITS AND LICENSES

The following permits and licenses are known to be required for the work:

- a) City of Bishop Business License
- b) California Contractors License Classification A.

12. TIME OF COMPLETION

The Contractor shall have 85 working days to complete the work. Except for storm water separator work, a suspension in work due to weather is anticipated starting in fall and continuing through late winter.

13. LIQUIDATED DAMAGES

Liquidated damages shall be \$1000 per day.

14. MEASUREMENT AND PAYMENT

All work will be measured and paid for as shown on the bid form and the contract documents.

Item quantities shall be measured by planned, actual, or lump sum in accordance with these special provisions. Item quantities to be measured for payment by planned quantities shall be based on theoretical or calculated quantities of completed work based on the plans. Item quantities to be measured for payment by actual quantities shall be determined by measurement of completed work.

The price paid for bid items shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in completing those items of work complete in place in accordance with the contract documents.

When the contract does not include a contract pay item for work required by the contract, full compensation for that work is included in the prices paid for the contract pay items included in the contract.

The Contractor with assistance from the City shall, on or before the tenth day of each calendar month after construction work is started, cause an estimate in writing to be made of the value of the work completed.

A request for payment shall be submitted by the Contractor each month and upon completion of all work for approval and payment by the City.

The City shall retain 10 percent of the estimated value of the work done and 10 percent of the value of materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of the contract by the Contractor, except that at any time after 20 percent of the work has been completed, if the Engineer finds that satisfactory progress is being made, the City may reduce the total amount being retained from payment pursuant to the above requirements to 5 percent of the estimated value of the work and materials and may also reduce the amount retained from any of the remaining partial payments to 5 percent of the estimated value of the work and materials. In addition, on any partial payment made after 95 percent of the work has been completed, the Department may reduce the amount withheld from payment pursuant to the requirements of this section to such lesser amount as the Department determines is adequate security for the fulfillment of the balance of the work and other requirements of the contract, but in no event will that amount be reduced to less than 125 percent of the estimated value of the work yet to be completed as determined by the Engineer.

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code concerning prompt payment to subcontractors.

15. RESOLUTION OF CLAIMS

All public works claims between the Contractor and City relating to this contract where the total claims of both parties are equal or less than \$375,000 shall be resolved in accordance with Public Contract Sections 20104 et seq., which are incorporated herein by reference. There shall be no claims for labor compliance issues.

16. TRAFFIC CONTROL

The contractor's traffic control plan shall include, but not be limited to, the following:

- Construction signing
- Types and location of traffic control devices
- Draft notification letters
- Caltrans permission for elements on state right of way

The plan shall conform to the California Manual of Uniform Traffic Control Devices.

The City Engineer will review the submittal and provide written comments on the proposed plan. Upon resolution of issues the Engineer shall accept the plan in writing.

Acceptance by the Engineer of a traffic control plan shall in no way relieve the Contractor of his responsibility for safety. Acceptance of the traffic control plan by the City Engineer indicates that the plan generally appears to conform to the contract requirements. Such acceptance shall in no way be construed as confirmation of the technical accuracy or adequacy of the contents of the plan and shall not relieve the Contractor of the obligation to institute traffic control measures in full compliance with contract requirements, and which

function safely and correctly, and are in conformance with applicable statutes, ordinances, and regulations.

Notifications: Draft notifications to properties shall be submitted to the Engineer for review and approval before Contractor distributes notices. The Contractor shall submit a copy to the Engineer of all notifications delivered.

The Contractor shall prepare and deliver project information notices to all properties adjacent to the project to ensure properties receive the notices no less than 7 calendar days prior to beginning any construction. The notice will include:

- Impacts of construction to property
- General scope of project including description of project and limits, hours and days of operation, phasing information, lane closure, and parking restrictions
- Contractor contact and telephone number
- Other appropriate information requested by the Engineer.

When temporary full-street and driveway closures are necessary for vehicles, the Contractor shall notify the affected properties 3 working days prior to each closure event.

Flagging: Flagging shall be paid entirely by the contractor. Assigned flaggers must control traffic and warn public of any dangerous conditions results from work activities. All flaggers must maintain flagging apparel. Flaggers shall be used during active construction operations whenever one-way traffic control is used on a two-way street.

Drop Offs: All longitudinal drop-offs shall be delineated and signed. Where public traffic is exposed to longitudinal drop-offs greater than 4 inches during non-working hours temporary durable safety slopes 4 horizontal to every 1 vertical or flatter shall be constructed and maintained.

Open Trenches and Excavation: Except for the minimum area needed to resume construction the following day, trenches and excavation shall be plated or backfilled and compacted to at least the bottom of the pavement section by the end of each work day.

Phasing and Access Requirements: No more than one block or intersection shall be closed to vehicle traffic at a time. Such single blocks or intersections may only be closed when construction operations are underway. Except at isolated locations, at least two smooth firm lanes at least 11 feet wide shall be open on all two way streets when construction operations and not underway. At isolated locations at least one smooth firm lane at least 11 feet wide shall be open on all streets when construction operations are not underway. One smooth and firm continuous walkway at least 4 feet wide shall be maintained on all streets at all times. Pedestrian access shall be maintained to all properties at all times and delivery access to businesses shall be allowed and maintained to the maximum extent practical. Some businesses require daily deliveries of heavy freight. The contractor shall coordinate with police and fire to minimize impacts of contractor activities on emergency response.

17. AS BUILT RECORDS

The Contractor shall furnish as-built information of the project. The information shall include all cases where actual field construction differs from the designed information. All concealed work, including but not limited to all utility locations shall be referenced. Dimensions shall be shown from easily identifiable and durable reference points.

18. GENERAL SAFETY

Contractor shall transmit to the City copies of reports and other documents related to accidents and injuries encountered during this work. Where there is conflict between applicable safety orders, laws and regulations and policies, the more stringent measures shall apply.

19. CHEMICALS

The Contractor shall provide two copies of Material Safety Data Sheets to the City for all chemicals used during this project at least three days prior to bringing them on site. Use of all such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.

If the Contractor encounters hazardous substances during this work, he shall immediately notify the City and the County Environmental Services Office. Hazardous substances shall be disposed of in accordance with the requirements of Inyo County Department of Environmental Health.

B. BID ITEMS

1. Mobilization

Mobilization shall be measured lump sum.

2. Erosion Control

Erosion Control shall include materials and labor necessary to prevent storm water pollution. Erosion control shall be measured lump sum and paid based on percentage of contract time expired.

3. Traffic Control

Traffic control shall be measured lump sum and paid based on percentage of contract time expired.

4. Remove Tree

Remove Tree shall be measured actual.

5. through 7. Storm Drain Line

Storm Drain Line shall be Type S plastic pipe, smooth interior wall, or conform to special provisions for sewer pipe. Storm drain to be abandoned in place shall be filled with concrete slurry as approved by Caltrans. Storm Drain Line shall include removal of existing storm drain, removal and replacement of existing sidewalk and curb, where necessary, and shall be measured actual.

8. Curb Inlet

Curb Inlet shall be Caltrans Type GO with bicycle proof grate. Curb Inlet shall include removal of existing drain inlet, connection to existing storm drain and construction of gutter depression. Curb Inlet shall be measured actual.

9. Stormwater Separator

Stormwater Separator shall be CDS 3030 manufactured by Contech, or approved equal. Stormwater Separator shall be capable of treating a peak flow of 3.1 cubic feet per second and shall include a internal high-flow bypass for flows greater than the peak treatment flow. Stormwater Separator shall be capable of removing 80% of the net annual Total Suspended Solids (TSS) based on a 110-micron particle size. Stormwater Separator shall be measured actual.

10. Manhole

Manhole shall be a new manhole and conform to City of Bishop Standard Detail S-1. Manhole shall include frame and cover per City of Bishop Standard Detail S-2, except "SEWER" shall be replaced with "STORMDRAIN". Manhole shall be measured actual.

11. Sidewalk

The width of sidewalk shall be adjusted as approved by the Engineer to avoid permanent encroachments on right of way. The price paid for sidewalk shall include sawcut and removal of existing sidewalk, removal and or protection of roots, 4 inches of aggregate base, adjusting covers to grade, replacing existing curb drains, reconnecting existing downspouts, and matching existing grades behind sidewalk that may require either cutting or filling to provide a smooth transition. In driveways, curb drain outlet pipe shall be reinforced with #4 bars, 18 inches long and on 1 foot centers. Sidewalk shall be 1.5% slope plus or minus 0.5%. Sidewalk shall be poured monolithically with curb where they are adjacent. Sidewalk of different colors shall be doweled at 30 inches on center across the joint between them. Expansion joints in sidewalk shall be place at not more than 60 foot intervals. In planter areas the top 12 inches of soil shall be appropriate for landscaped areas, free from rocks over 1 inch greatest dimension, and free of debris. Finish grade in planter areas shall be flush with adjacent sidewalk. Driveways and curb ramps shall not be included in the measurement of sidewalk. Sidewalk shall be measured actual.

12. and 13. Curb

The price paid for curb shall include removal of the existing curb and gutter, subgrade preparation, placement and compaction of 6 inch aggregate base, and patching and matching to existing grades where constructed adjacent to pavement to remain. Expansion joints in curb shall be placed at not more than 60 foot intervals. No deduction for driveways or curb ramps shall be made in the measurement of curb. Curb shall be measured actual.

14. Curb Ramp

The price paid for curb ramp shall include but not be limited to, removal and salvage of existing brass plaque, removal of existing curb ramp, subgrade preparation and compaction, placement and compaction of 8 inches of aggregate base, gutter, and other concrete necessary to construct curb ramps, matching existing grades behind and adjacent to curb ramp that may require either cutting or filling to provide a smooth transition. Curb ramp shall be poured monolithically with curb. Curb ramps shall be measured from beginning of curb return (BCR) to end of curb return (ECR). Spandrel shall be measured as curb ramp. Curb ramps shall be measured actual.

15. Roadway Concrete

Roadway concrete shall include cross gutters, ribbon gutters, and concrete crosswalks. Roadway concrete includes of 8 inches of aggregate base or Cement Treated Base. Roadway concrete shall be measured actual.

16. Driveway

The price paid for residential driveway and for commercial driveway shall include removal of existing driveway, 4 inches of aggregate base, adjusting covers to grade, and matching existing grades behind driveways that may require either cutting or filling to provide a smooth transition. The “Var” dimension shown along the curb face on the Caltrans Standard Plan detail for driveways shall be modified to be a constant 3 feet thereby reducing the 45 degree angle shown on the detail. Driveways shall be measured between points where curb is full height on either side of each driveway at the front, shall be measured by actual width

at the back and shall be measured to include the flared areas near the curb. Driveways shall be measured actual, except maximum slopes shall be assumed.

17. Area Drain

Area drain shall be traffic rated, include a traffic-rated 12 inch by 12 inch grate. Area Drain shall be measured actual.

18. Tree

The contractor shall plant trees per the City of Bishop Care Information available on the city website. Trees shall be healthy 15 gallon trees. The trees shall include:

OPTION 1	OPTION 2	OPTION 3	TREE TYPE
5	4	4	Chinese Elm - Ulmus parvifolia
11	11	6	Chinese Pistache - Pistacia chinensis var. 1
0	0	0	Chinese Pistache - Pistacia chinensis var. 2
6	5	4	Crape Myrtle - Lagerstroemia indica
8	6	6	Desert Willow - X Chitalpa tashkentensis
0	0	0	Eastern Redbud -Cercis canadensi
9	9	8	Flowering Pear -Pyrus calleryana
3	3	2	Flowering Plum - Prunus cerasifera var.Krauter Versuvius
4	2	2	Golden Rain - Koelreuteria paniculata
0	0	0	Italian Cypress - Cupressus sempervirens
2	2	2	London Plane - Platanus acerifolia var Columbia or Liberty
1	1	1	Northern Red Oak - Quercus rubra
4	3	3	Sawleaf Zelcova - Zelkova serrata (tall)
0	0	0	Sawleaf Zelcova - Zelkova serrata (small)
0	0	0	Trident Maple - Acer buergeranum
7	6	6	Tulip Tree - Liriodendron tulipifera
60	52	44	TOTALS

Tree shall be measured actual.

19. Tree Grate

Tree Grate shall be 48 inch round in two sections, unfinished cast iron, with minimum tree opening diameter 16 inch and 5/16 inch maximum slot opening. Tree Grate shall be Model Camelia as manufactured by Ironsmith or equal. Tree Grate shall include all fittings and all work necessary to form concrete to the required dimensions. Tree Grate shall be set flush with adjacent concrete surface. Tree Grate shall be measured actual.

20. Landscape Boulder

Landscape Boulder shall be of native rock, granite or volcanic tuff, with no more than 20% of the total being volcanic tuff. Landscape Boulder shall not have any visible marks from

lifting or placing by equipment. Landscape Boulder will be designated by nominal size and shall conform to the following gradation:

PERCENT OF BOULDERS	SIZE
10%	25-ton
10%	10-ton
10%	5-ton
25%	2-ton
15%	1-ton
10%	Half-ton
10%	Quarter-ton
10%	250-lb

Landscape Boulder shall be placed as directed by the Engineer with about 40% of each boulder buried and shall be measured actual.

21. Concrete Feature

Concrete Feature shall include concrete benches and concrete platforms. Concrete Features shall be measured lump sum.

22. Street Light

Street Light shall include foundation, pole base, light pole, mounting arm, luminaire, 2-piece banner arm kit, custom planter arm, and all trenching, hand holes, conduit, conductors, enclosed metering pedestal control cabinet and materials, equipment and appurtenances as necessary to construct a complete street lighting and electrical distribution system. Streetlight shall be measured actual.

23. Irrigation System

Irrigation System shall include all connections to water main, utility boxes, backflow preventer devices, irrigation valves, irrigation controllers, trenching, supply lines, polyethylene drip tubes run up through street light standards and out planter arms to future hanging planter baskets, laterals, and fittings. Water main tap and corporation stop shall be provided by others. Irrigation System shall be measured actual.

24. Cement Treated Base

Cement Treated Base (CTB) shall be Class B. If recycled pavement and base is used for aggregate, aggregate quality requirements shall not apply. CTB operations shall be performed to minimize exposure of subgrade to equipment operations and vehicle traffic. CTB shall be road-mixed on the roadbed. CTB includes removal of pavement. Surplus soil or asphalt grindings that are free of debris may be disposed of at the City of Bishop Wastewater Treatment Facility at 980 Poleta Road. CTB shall be measured planned.

25. Hot Mix Asphalt

Hot Mix Asphalt (HMA) shall be Type B. All damaged pavement edges against which HMA will be placed shall be sawcut parallel and perpendicular to the street centerline. The

grading of the aggregate on the top lift shall be 1/2 inch, maximum, medium. Asphalt binder shall be Grade PG 64-28 conforming to current California Department of Transportation specifications. HMA shall be measured actual except that if the planned quantity based on the plans and the approved mix design is less than the actual, HMA shall be measure planned adjusted for approved mix design.

26. Pavement Marking

Pavement markings shall be thermoplastic and shall be measured actual.

27. Pavement Stripe

Painting two faces of curbs red as shown on the plans shall be considered one pavement stripe. Pavement stripe shall include removal of existing striping in Academy And Church Square parking lots. Pavement stripes shall be two coat traffic paint and shall be measured actual.

28. Utility Cover

The price paid for utility cover shall include installing new and adjusting existing water valve boxes, manholes, and other vaults to final grade. This item shall include a concrete collar for each adjusted or new cover in compliance with Bishop Specifications for new facilities. Utility covers shall be measured actual.

B. MATERIALS

1. Portland Cement Concrete

Concrete shall be 711 Materials, Mix 650016F4, or equal, with color. Colors shall be Davis Colors Miami Buff and Davis Colors Terra Cotta, or equivalent, in accordance with manufactures directions and as approved by the Engineer.

2. Conduit

Electrical conduit shall be Type 3.

3. PVC Sewer Pipe

Sanitary sewer shall be plastic pipe. Sewer pipe shall be Standard Dimension Ratio (SDR) 35 polyvinyl chloride (PVC) solid wall sewer pipe made of compounds conforming to ASTM D1784 and manufactured in accordance with the material requirements of ASTM D3034 or ASTM F679. Sewer pipe shall meet all dimensional, chemical, and physical requirements as outlined in ASTM D3034 and ASTM F679 or ASTM F679 ANNEX. Sewer pipe shall be installed according to the requirements of ASTM D2321. Joints shall meet the requirements of ASTM D3212 and shall be formed using a Rieber gasket system for sealing that meets the requirements of ASTM F477.

4. Synthetic Fiber Reinforcement

The synthetic fibers specified shall conform to the requirements of ASTM C1116, Section 4.1.3 and Note 3, as well as International Conference of Building Officials Evaluation Service (ICBO ES) Acceptance Criteria 32, Sections 4.1.1 and 4.1.2. Both of these specifications apply to the use of synthetic fibers as secondary reinforcement in concrete. At the request of the project engineer the synthetic fiber vendor shall furnish a Letter of Certification stating compliance with these specifications and signed by a registered Professional Engineer.

Synthetic fibers shall be either nylon multifilament fiber or polypropylene collated fibrillated fiber or monofilament fiber.

Nylon multifilament or polypropylene monofilament fibers shall be introduced at the rate of 1 pound per cubic yard at the standard length of $\frac{3}{4}$ inch.

Polypropylene collated fibrillated fiber shall be introduced at the rate of 1.5 pounds per cubic yard at the standard length of $\frac{3}{4}$ inch.

Synthetic fibers shall be added at the concrete batch plant and mixed with the other ingredients for 3 to 5 minutes. The concrete producer shall list the type and quantity of synthetic fiber added on each delivery ticket.

5. Aggregate Base

Aggregate base shall be Class 2 and may be 100 percent reclaimed material.

6. Crushed Rock

Crushed rock shall be the product of crushing rock or gravel. The portion of the material that is retained on a 3/8-inch sieve shall contain at least 50 percent of particles having three or more fractured faces. Not over 5 percent shall be pieces that show no such faces resulting from crushing. Of that portion which passes the 3/8-inch sieve but is retained on the Number 4 sieve, not more than 10 percent shall be gravel particles. Crushed rock will be designated by nominal size and shall conform to the following gradations:

Sieve Size	Percent Passing		
	1"	3/4"	1/2"
1 1/2 inch	100	-	-
1 inch	90-100	100	-
3/4 inch	30-60	90-100	100
1/2 inch	0-20	30-60	90-100
3/8 inch	-	0-20	20-60
Number 4	0-5	0-5	0-15
Number 8	-	-	0-5
ASTM C 131 Test Grading	A	B	B

Sieve Size	Percent Passing			
	3/8"	1/4"	3/16"	Rock Dust
1/2 inch	100	-	-	-
3/8 inch	90-100	-	-	100
1/4 inch	-	100	-	-
Number 4	30-60	75-100	100	90-100
Number 8	0-10	0-25	40-75	-
Number 16	-	0-5	0-10	-
Number 30	-	-	-	20-60
Number 200	-	0-2	0-2	5-20
ASTM C 131 Test Grading	C	D	D	-

Crushed rock shall meet the following requirements:

TEST	Test Method Number	Requirements in percent
Percentage Wear	ASTM C 131	
100 Revolutions		15 Maximum
500 Revolutions		52 Maximum