



City of Bishop, California

Bidding Information

and

Contract Documents

for

Spruce, Yaney, Hanby Sidewalks

in the

City of Bishop, County of Inyo, California

July 28, 2020

Approved:

Deston Dishion
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 two o'clock (2:00) in the afternoon on September 01, 2020, 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:

Spruce, Yaney, Hanby Sidewalks

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 2:01 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 Spruce, Yaney, Hanby Sidewalks

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@cityofbishop.com. 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 Spruce Street, Hanby Avenue, and East Yaney Street in the City of Bishop. This project includes the construction pavement, curbs, sidewalk, and a pedestrian bridge. 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 August 19, 2020. To participate in this review, be on Spruce Street at the South Fork of Bishop Creek at this date and time.

The estimated range for the construction cost of this phase of the project is from \$700,000 to \$900,000.

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@cityofbishop.com.

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

All proposals shall include prices for all items of work contained in the contract documents. The City intends to award the contract to the bidder with the lowest responsive bid. 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

Spruce, Yaney, Hanby Sidewalks

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 page.

Item	Quantity	Unit	Description	Unit Price	Total Item Price
1	1	LS	Mobilization		
2	1	LS	Erosion Control		
3	1	LS	Traffic Control		
4	43	EA	Remove Tree		
5	13,950	SF	Remove Pavement		
6	1	LS	Irrigation		
7	555	LF	8" Storm Drain (Dual Culverts)		
8	3	EA	Inlet		
9	1	EA	Stormwater Separator		
10	115	LF	Storm Drain 12 inch		
11	1	LS	24" Culvert Extension Hanby		
12	3,185	SF	8 foot wide Path		
13	60	LF	Guardrail (Spruce St at Creek)		
14	1	LS	Prefabricated Bridge		
15	22,250	SF	Sidewalk		
16	2,700	LF	Curb (A2-6)		
17	9	EA	Curb Ramp		
18	1,780	SF	Cross Gutter		
19	1,340	SF	Driveway		
20	670	CY	Aggregate Base		
21	27,000	SF	Asphalt Concrete		
22	7,450	LF	Pavement Stripe		
23	260	SF	Pavement Marking		
24	94	EA	Tree		
25	6	EA	Adjust Manhole Cover to grade		
				Total Bid	

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

Intended bridge supplier: _____

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

Spruce, Yaney, Hanby Sidewalks

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 **Spruce, Yaney, Hanby Sidewalks**

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:

Contractor’s License and PWCR Numbers

License Expiration Date

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 Spruce, Yaney, Hanby Sidewalks in accordance with this agreement and the other contract documents.
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

Spruce, Yaney, Hanby Sidewalks

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

Spruce, Yaney, Hanby Sidewalks

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 2015 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 Report

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. 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.

5. BONDS

The Contractor, simultaneously with the execution of the contract, shall furnish a payment bond 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.

6. SCOPE OF WORK

The scope of the work shall be as described in the contract documents for the **Spruce, Yaney, Hanby Sidewalks** and as provided in the improvement plans.

7. 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.

8. 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 inlets and other features. Construction staking for curb and gutter will be provided at 25 foot intervals. Contractor shall be responsible for layout of work from these stakes.

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

Provide submittals related to the bridge at least 3 weeks prior to start of bridge fabrication. Bridge submittals shall include:

- Design criteria
- Load assumptions
- Design calculations
- Abutment plans
- Fabrication drawings
- Fabrication procedures
- Fabricator personnel, experience, qualifications, and certifications

Submittals are required for the following:

- a) Storm Water Separator
- b) Irrigation System
- c) Storm drain pipe.
- d) Inlets.
- e) Portland Cement Concrete.
- f) Asphalt Concrete.
- g) Aggregate base.

Each submittal shall include a cover sheet clearly describing the purpose of the submittal and containing a statement that 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.

10. 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
- c) Appropriate licenses and certifications for bridge design and fabrication.

11. TIME OF COMPLETION

The Contractor shall have 75 working days to complete the work.

12. LIQUIDATED DAMAGES

Liquidated damages shall be \$500 per day.

13. 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.

14. 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.

15. 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

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 street and driveway closures are necessary, 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.

16. 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.

17. 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 preparation of a Storm Water Pollution Prevention Plan (SWPPP) in conformance with Federal, state and local requirements in connection with the Notice of Intent (NOI) previously obtained by the City of Bishop. This SWPPP must be submitted to the City and Engineer for approval 7 days prior to construction. Erosion control will also include implementation of procedures outlined by the approved SWPPP. This item 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. Remove Pavement

Remove Pavement shall be measured actual.

6. Irrigation

Irrigation shall follow Caltrans requirements and include 1,1/2 inch, backflow preventer device, irrigation valves, irrigation controllers, trenching, supply lines, and tree well sprinkler assembly at each tree (Caltrans Standard Plan H4). Irrigation service will be supplied up to the curb stop valve by City Forces at locations shown on plans. On Hanby Street only in greenbelt irrigation for grass shall be a separate supply line and include appropriate sprinklers. Irrigation shall be measured Lump Sum.

7. 8 inch Storm Drain (Dual Culverts)

Storm Drain Line shall be Type S plastic pipe, smooth interior wall, or conform to special provisions for sewer pipe. Storm drain shall be measured actual.

8. Inlet

Inlet shall be Caltrans Type GO with bicycle proof grate. Inlet shall include construction of gutter depression. Curb Inlet shall be measured actual.

9. Stormwater Separator

Stormwater Separator shall be a Contech Model number 2020-5C or approved equal and shall be measured actual.

10. Storm Drain

Storm Drain shall be Type S plastic pipe, smooth interior wall, or conform to special provisions for sewer pipe. Storm drain shall be measured actual.

11. 24” Culvert Extension Hanby

Extend 24” Culvert includes removal of existing headwall, extension of 24” culvert, regrading of channel to match new pipe invert, construction of new headwall and install Caltrans cable railing. 24” Culvert Extension will be measured Lump Sum.

12. 8 Foot Wide Path

8 Foot Wide Path shall conform to the requirements for concrete sidewalks and shall be measured actual.

13. Guardrail (Spruce Street at Creek)

Guardrail shall include removal of existing log guardrail and installation of New Midwest Guardrail System per Caltrans Standard Plan A77L1. Guardrail shall be measured actual.

14. Prefabricated Bridge

Prefabricated Bridge includes submittals, bridge, and abutments. Prefabricated Bridge shall be measured actual.

15. Sidewalk

Sidewalk shall include path construction, subgrade preparation, grading including removal of excess material and import of needed material, 4 inches of aggregate base, matching existing grades behind sidewalk that may require either cutting or filling to provide a smooth transition and adjusting utility covers to final grade. Sidewalk shall be poured monolithically with curb. Expansion joints in Sidewalk shall be placed at not more than 60 foot intervals. Driveways, curb ramps and tree wells shall not be included in the measurement of sidewalk. 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. Sidewalk shall be measured actual.

16. Curb (A2-6)

Curb shall include subgrade preparation, placement and compaction of 6 inch aggregate base. Expansion joints in curb shall be placed at not more than 60 foot intervals. No deduction for driveways, curb ramps, or drain curb cuts shall be made in the measurement of curb. Curb shall be measured actual.

17. Curb Ramp

Curb ramp shall include subgrade preparation and compaction, placement and compaction of 4 inches of aggregate base, and other concrete necessary to construct curb ramps. Curb ramp shall be poured monolithically with curb. Curb ramps shall be measured actual.

18. Cross Gutter

Cross Gutter includes 8 inches of aggregate base. Cross Gutter shall be measured actual.

19. Driveway

Driveways shall be commercial driveways (6 inches thick). Driveway shall include 4 inches of aggregate base, 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.

20. Aggregate Base

Aggregate base shall be measured actual.

21. Asphalt Concrete

Asphalt Concrete shall be measured actual.

22. Pavement Stripe

Pavement Stripe shall be two coat traffic paint and shall be measured actual.

23. Pavement Marking

Pavement Marking shall be two coat traffic paint and shall be measured actual.

24. Tree

The contractor shall plant trees per the City of Bishop Care Information available on the city website and at the end of this document. Trees shall be healthy 15 gallon trees. Trees shall be measured actual. See Tree Planting Instructions in next section.

25. Utility Cover

The price paid for utility cover shall include 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.

A. MATERIALS

1. Portland Cement Concrete

Concrete for cast in place features shall be 711 Materials, Mix 650016F4, or equal.

2. 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.

3. Aggregate Base

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

4. Asphalt Concrete

Asphalt concrete shall be Type B. 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.

5. Prefabricated Bridge

Prefabricated bridge shall:

- Include abutments.
- Be designed and constructed to standards comparable to Caltrans standards.
- Be a pedestrian bridge with 6 feet clear between railings.
- Be visually consistent with existing bridges in project area. Existing bridges are Continental Bridge, Alexandria, Minnesota. Example:



- Be suitable for a 120 degree ambient temperature range.
- Have composite or wood decking.
- Be constructed of welded weathering steel.
- Include permanent tag showing fabricator and design loads.
- Include a ten year warranty against defects in material and workmanship.

For reference, structures that require building permits in the City of Bishop use the following standards:

- Reference Seismic Design Category - D1
- Wind Load - 90 miles per hour, exposure B
- Ground Snow Load - 50 pounds per square foot

Abutments shall be designed by contractor or contractor' sub-consultant or vendor using geotechnical data for the bridge site based on a pit at the north bridge abutment:

“Site soils within the proposed project area consist of moist to wet, silty, very fine to fine sand (Unified Soil Classification Symbol: SM). Unsuitable soils, those in a relatively weak state, were encountered to depths of up to approximately 2-feet below the surface. Groundwater seepage was encountered at 4-feet below grade.

The following soil data should be used in the design of the abutments:

Allowable Soil Bearing – 1500 psf

Active Lateral Earth Pressure – 30 psf/ft

Passive Pressure – 200 psf/ft

Soil Unit Weight – 127 pcf

Soil Friction – 0.25

Bearing capacity may be increased by one-third for transient loads such as wind and seismic.”

The full geotechnical recommendations report is available.

Provide intended bridge supplier with bid.

Tree Planting Information

Planting Trees

- Trees shall to be planted in a hole exactly as deeply as they sat in their containers (pots).
- Dig a hole as deep and twice as wide as the container (larger if there are large rocks or if the soil is unusually hard).
- If the soil is very dry or if you suspect poor drainage, fill with water and let the water go down. If it takes hours to drain, consult with a nursery or landscaping expert about helping with soil drainage.
- When the trees are first delivered, the roots are contained in a space the size of the containers they arrived in. This concentration of roots is called a root ball.
- Set in the tree and use a straight stick or shovel handle to make sure the top of the root ball is level with the soil. Fill in the bottom of the hole to adjust the grade, if needed, and tamp firmly.
- Fill in the hole around the root ball with a 50-50 mix of soil and soil amendment. Starter fertilizer should also be placed near the roots. Starter fertilizers are low nitrogen, high phosphorus products that help root growth without promoting new top growth. You need to help get the roots out before there are new leaves to feed. There are granular forms, organic fertilizers (even bone meal is good), and tablets made for this purpose.
- Fill the hole but do not cover the root ball with more dirt. Wet and mix the soil thoroughly. Sloshy mud makes good contact with the roots, which helps root growth out into the surrounding soil.

Staking Trees

- Trees shall be staked. Staking trees not only prevents trees from blowing over or snapping in the wind, but also keeps the root ball from wobbling in the planting hole which can break off new roots.
- Use two stakes per tree, typically one on the north and one on the south side.
- Drive stakes in past the depth of the root ball and just outside the width of the root ball. Do not pierce the root ball with the stakes.
- Stakes can be driven before backfilling the planting hole.
- Tie stakes to the tree at two locations, from both sides, using four ties altogether.
- Use 1 to 1.5 inch square stakes and 1 inch wide green plant tape as ties for 5 gallon trees.
- Use 2 to 2.25 inch diameter lodge poles for stakes and use rubber ties that are nailed to the stakes for 15 gallon trees.

- Any nursery can show you which lodge pole length you need for your tree and how to attach ties.
- Make a well or depression around the tree to aid in watering.

This information is available of the City of Bishop website www.ca-bishop.us