### CHRISTIAN VALLEY PARK COMMUNITY SERVICE DISTRICT P.O. Box 6857 Auburn, CA 95604

## **Special Provisions**

### **Proposal and Contract**

# for

# Road Project #2023-01

in

### Christian Valley / Auburn, CA

**Bid Opening:** 

July 11, 2023

7:00 p.m.

For use in connection with General Specifications County of Placer dated October 1996.

Road Project 2023

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## **Notice to Contractors**

Christian Valley Park Community Service District will receive sealed proposals for patching, road/ditch preparation and chip/seal work in Christian Valley until 7:00pm, Tuesday, July 11, 2023 At that time the proposals will be publicly opened and read at the California Conservation Corps (California Conservation Corps Office) located at the end of Christian Valley Road - 3710 Christian Valley Road, Auburn, CA 95604.

# <u>PLEASE USE PREVAILING WAGES</u> IN THE SUBMITTED BID TO THE DISTRICT.

### PLEASE STRATEGICALLY PLACE TEMPORARY SIGNS NOTIFYING DRIVERS OF LOOSE GRAVEL OR UNSAFE ROAD CONDITIONS.

Project No. 2203-01: Prepare roads and ditches, and apply chip/seal, as specified in the Special Provisions and Plans.

Bid Bonds will not be required for this project. The successful bidder shall furnish a <u>Payment Bond</u> and a <u>Performance Bond</u> in the amount of 100% of the costs of the work.

For your convenience, sealed proposals can be either mailed to Christian Valley Park Community Service District, P.O. Box 6857, Auburn, CA 95604, or delivered to the Board of Directors meeting at the California Conservation Corps, 3710 Christian Valley Road, before the start of the meeting, Tuesday, July 11, 2023 at 7:00 p.m.

C.V.P.C.S.D. reserves the right to reject any and all bids and to waive any irregularities in said bid.

#### **SPECIAL PROVISIONS** CHRISTIAN VALLEY PARK COMMUNITY SERVICE DISTRICT ROAD WORK

The work embraced herein shall be done in accordance with the Placer County General Specifications dated October 1996, insofar as the same may apply and in accordance with the following Special Provisions.

In the case of conflict between the General Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

Section 1	<u>Definitions and Terms</u> shall conform to provisions of Section 1 of the General Specifications.
1-1.00	Standard Specifications
1-1.13	Reference to the County or County of Placer, State or State of California, Department of Public Works shall mean Christian Valley Park Community Service District, herein referred to as CVPCSD.
1-1.5	Reference to Board of Supervisors, Director, Engineer, shall mean Board of Directors, CVPCSD.
Section 2	<u>Proposal Conditions</u> shall conform to the provision of Section 2 of the General Specifications.
Section 3	<u>Award and Execution of Contract</u> shall conform to provisions of Section 3 of the General Specifications and these Special Provisions.
3-1.01	Award of Contract - The right is reserved to reject any and all proposals.
	The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Such Award, if made, will be made within thirty (30) days after the opening of the proposals. If the lowest responsible bidder refuses or fails to execute the contract, the Board of Directors may award the Contract to the second lowest responsible bidder.
	Such award, if made, will be made within sixty (60) days after the opening of proposals. The period of time specified above within which the Award of Contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the Board of Directors and the

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bidder concerned.

Section 4	<u>Scope of Work</u> shall conform to the provisions of Section 4 of the General Specifications.
Section 5	<u>Control of Work</u> shall conform to the provision of Section 5 of the General Specifications.
Section 6	<u>Control of Materials</u> shall conform to the provisions of Section 6 of the General Specifications and these Special Provisions.
Section 7	<u>Legal Relations and Responsibility</u> shall conform to the requirements of Section 7 of the General Specifications and these Special Provisions.
7-1.095	<u>Flagging Costs</u> In lieu of the conflicting provisions of Section 7-1.095, all flagging costs shall be included in the various items of work and no additional compensation will be allowed.
7-1.12A	Insurance Worker's Compensation Contractor shall maintain adequate Worker's Compensation Insurance under the law of the State of California, and shall provide, where practicable, Employer's General Liability Insurance for the benefit of his employees and The employees of any subcontractor under him not protected by such compensation laws. Proof of such insurance satisfactory to the governing body shall be given by filing certificates of such insurance with the governing body, in form satisfactory to said governing body.
	The policy shall not be canceled or reduced in coverage until after thirty (30) Days written notice. Wording to this effect shall appear on the face of the certificate.
	In the event the policy is canceled prior to the completion of the project and the Contractor does not furnish a new certificate of insurance prior to the cancellation, the CVPCSD may obtain the required insurance and deduct the premium(s) From contract monies due the contractor.
	If such insurance is underwritten by any agency other than State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
	The Contractor shall require all subcontractors to maintain adequate Worker's Compensation Insurance. Certificates of such Worker's Compensation Insurance shall be filed forthwith with the Owner upon demand.

Public Liability & Property Damage

	The Contractor shall furnish to the CVPCSD a certificate issued by his insurance company stating that he has minimum coverage of the following amounts: Public Liability Insurance commonly defined as Five hundred thousand dollars (\$500,000) per person, and One million dollars (\$1,000,000) per occurrence and Property Damage Insurance of Fifty thousand dollars (\$50,000) per occurrence, except as set forth in the Special Provisions, or approved by the Board of Directors. Said certificate shall be in form acceptable to the CVPCSD, and shall provide that the CVPCSD, its officers, agents and employees are additional insured under said policy.
	The policy may not be canceled or reduced in coverage until after thirty (30) days written notice to and subsequent approval by the Board of Directors, and wording to this effect shall appear on the face of said certificate.
	In the event the policy is canceled prior to the completion of the project and the Contractor does not furnish a new certificate of insurance prior to cancellation, the CVPCSD may obtain the required insurance and deduct the premium(s) from contract monies due the contractor.
Section 8	<u>Prosecution and Progress</u> shall conform to the provisions of Section 8-1.03 of the General Specifications and these Special Provisions.
8-1.03	<u>Beginning of Work</u> shall conform to the provisions of Section 8-1.03 of the General Specifications and these Special Provisions.
	In lieu of Paragraph two of the General Specifications the following shall apply:
	The Contractor will be notified by phone and/or certified mail when the contract has been fully executed and when the contract working days will commence. The counting of working days shall commence a minimum of seven (7) calendar days from such notification. The work shall be diligently prosecuted to
	completion before the expiration of sixty (60) working days.
8-1.07	<u>Liquidation Damages</u> shall conform to the provision of Section 8-1.07 of the General Specifications and these Special Provisions.
	The Contractor shall pay to the CVPCSD the sum of \$100 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days as prescribed in Section 8-1.103.
Section 9	<u>Measurement and Payment</u> shall conform to Section 9 of the General Specifications and these Special Provisions.

9-1.03A(1b)	<u>Labor Surcharge</u> The labor surcharge percentage to be applied to the actual wages paid as provided in Section9-1.03A(1b) of the Standard Specifications will be 20 % for all work.
9-1.06	Partial Payment In lieu of Paragraph One of the General Specifications the following shall apply: The CVPCSD, on the first (1st) of each month shall cause an estimate in writing. Upon approval by the Board of Directors, payment will be made after the second Tuesday of the month or the monthly Board Meeting.
Section 10	Dust Control shall conform to Section 10 of the General Specifications.
Section 11	Mobilization shall conform to Section 11 of the General Specifications.
Section 12	<u>Construction Area Traffic Control Devices</u> shall conform to Section 12 of the General Specifications.
Section 13	<u>Road Preparation</u> shall include sweeping of all loose debris. Cracks, indentations and pot holes shall be repaired and sealed prior to paving. Roads with existing centerline stripe shall be marked with tabs to facilitate repainting. All culverts crossing roads that are to be paved shall be inspected and cleared out as necessary.
Section 26	Chip shall conform with provisions of Section 26 of the General Specifications and these Special Provisions. Chip must be less than 20%quartz by weight and broken or crushed. The weight of the materials shall be determined as provided in Section 9-1.01, "Measurement of Quantities" of the General Specifications.
	The contract price paid per ton for chip shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals and doing all the work involved in constructing chip.
Section 39	<u>Chip/Seal</u> shall be placed at the locations shown on the plans and shall conform to the provisions of Section 39, of the General Specifications and Special Provisions.
	Asphalt emulsion base stock shall be PM CRS2H @ .38gal/per square yard. The spreading vehicle must be an automatic type with a chip "belt feed" to the spreader. Chip and Seal company will provide temporary flip tab markers on existing center line prior to chip seal. Chips to be spread at a minimum of 14 lbs. per square yard, chips to be 5/16 x #8 screening. Chips to be swept within 5 days after spreading and inspected by District. Additional sweeping/cleaning up of chips to be done after 60 days as directed by the Board. Excess chip to be swept and removed from roadside / gutters and ditches. Phone Don Elias at (530)

878-8050 for walk through prior to submitting bid.

### CHRISTIAN VALLEY PARK COMMUNITY SERVICE DISTRICT (CVPCSD) ROAD REPAIR CONTRACT 2023-01

### SUMMARY OF WORK AREA – pages 8 & 9

# **Chip and Seal Work:**

### No Chip and Seal Work on this project

The Chip/Seal Work needs to be swept within 45 days of application. The second sweeping for clean-up as directed within 60 days.

# **Ditch Work**

Ditch work from 3707 Witt Road to the end of Witt -Ditch work from intersection of Upland Drive and Mary Lane – 242 feet Ditch work on Pondorex Road from Westridge Circle through the mudslide area to the culvert at Gregg Way Ditch work at Allen Drive and Gregg Way intersection – 407' (be careful of water lines) Ditch work at 2629 Allen Drive to 2635 Allen Drive – 310'

# <u>Patch</u>

Shoulder across from 3707 Witt Road at access road – 104' x 2.5' Edge work 188 feet to fog-line Shoulder work at 3633 Mary Lane's driveway to outside 3625 Mary – 150' x 4' Shoulder work at Thomas Drive – 495' x 4' Patch at Thomas Drive and Ginger Court – 22' x 120 (rectangle) Patch at Thomas Drive and Ginger Court – 45' x 65' x half – (triangle) Shoulder work at 3345 Mary (near Witt Road) – 38' x 6' Patch at 3245 Ray Circle – 72' x 4' Re-patch of Pot-hole  $-2' \times 2'$ Re-grade and Patch at 3165 Ray Circle – 20' x 12' Shoulder work at 3165 Ray Circle – 303' x 4' various widths of 10' to 2' Patches (2) potholes at 3145 Ray Circle and 3185 Ray Circle – 2' x 2' Patches (2) 2742 Gayle Lane – two patches – 15' x 16.5' and 14' x 16.5' Patch at 6000 Kenneth Way – 22'x 41', 5' x 46', 15' x 45', 10' x 7', 7' x 16' Patch at 6150 Kenneth Way – 13' x 72' Patch 6855 Kenneth Way – 23' x 90' Shoulder work – at 6855 Kenneth Way – 145' x 3' Patch at 6212 Stanley Drive – 6' x 18' Patch at 6236 Stanley Drive – 30' x 6' Road Project 2023

# Patch (continued)

Patch at 6360 Stanley Drive  $-3' \ge 3'$ Patch at 6365 Barbara Lane  $-13' \ge 4'$ Patch at 6350 Barbara Lane  $-8' \ge 52'$  (root issues, need to cut out roots) Patch at 2812 Stevens Drive  $-32' \ge 3'$  (various widths from 3' to 5') Edge work - across from 2751 Stevens Drive  $-98' \ge 2'$  (approximately 2') Patch at Gregg Way (at intersection of Pondorex and Gregg) 25'  $\ge 6'$ Patch at intersection of Ross Court and Gayle Lane  $-12' \ge 14'$ Shoulder work at intersection of Ross Court and Gayle Lane  $-36' \ge 4'$ Shoulder work near 2630 Allen Drive  $-106' \ge 3'$ Shoulder work at 2625 Allen Drive  $-72' \ge 3'$ Repair crown (regrade) to 2% at 2625 Allen Drive  $-45' \ge 11'$  to center (top of crown) Patch near intersection of Gayle Lane & Campbell Drive  $-16' \ge 5'$ 

### CHRISTIAN VALLEY PARK COMMUNITY SERVICE DISTRICT (CVPCSD) ROAD REPAIR CONTRACT 2023-01

### **CHIP/SEAL SPECIFICATIONS**

The Christian Valley Park Community Service District has a total of 9+ miles of roads, 40% of the roads are asphalt and 60% are chip/seal. The District's five year program is to resurface all of the roads with chip/seal at approximately 2 miles per year

### I. ASPHALT EMULSION:

- A. Base Stock to be PM CRS2H or equivalent
- B. Spreading vehicle must have computerized spreading bar.
- C. Samples may be taken at the option of CVPCSD
- D. Emulsion to meet all Caltrans Specifications or better

### II. AGGREGATE:

- A. 5/16" x #8 screening
- B. Must be broken or crushed
- C. Less than 20% quartz by weight
- D. Must meet Caltrans cleanliness Specifications
- E. Must meet all other Caltrans Specifications

### III. ROAD PREPARATION:

- A. Ditches and road shoulders to comply with Caltrans Specifications or better
- B. Culverts (District roads only) cleared
- C. Road surface must be prepared, cracks, indentations, pot holes, and patched as required etc.
- D. Chip/Seal to be at least the same width as existing pavement.

### IV. INCIDENTALS:

- A. Contractor to hold CVPCSD harmless
- B. Name CVPCSD as additional insured on workers comp and general

liability

- C. Obtain current valid copy of Contractor's License
- D. Contractor responsible for all signing, flagging and traffic control
- E. Contractor to sweep prior to seal and as necessary to jobs end
- F. Contractor will return 7 to 14 days after chip/seal for sweeping of shed

chips

- G. Must be rubber tired roller
- H. Aggregate must be mechanically spread by self-propelled chip spreader
- Atmospheric temperature must be more than 65 degrees but no more than 110

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- J. Negotiate spread cost and standby time
- K. Contractor to furnish CVPCSD with all invoices (as requested)
- L. Contractor is to remove from premises any excess material: dirt, rocks, brush and chips

### V. BIDS

Sealed bids to be opened at the CVPCSD monthly meeting on Tuesday, July 11, 2023 and work will be completed by September 10, 2023. Thank you for your cooperation.

# (Proposal Void if Detached) <u>**Proposal**</u>

Proposal to the Christian Valley Park Community Service District, State of California, in the County of Placer for the construction on various roads within CVPCSD.

Name of Bidder	
Business Address	
Place of Residence	

### **Location**

The project to be done and referred to herein is in Placer County, State of California and is located on various roads within Christian Valley Park Community Service District and is to be completed in accordance with the General Specifications of the Department of Public Works, County of Placer, dated July 1993.

The undersigned, as bidder, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the attached proposed for of contract, and the plans therein referred to, and he proposes and agrees if this Proposal is accepted, that he will contract with the CVPCSD, in the form of the copy of the Contract attached thereto, to provide all necessary machinery, tools, apparatus and other means of construction, and do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed, and according to the requirement of the Engineer as therein set forth, and that he will take in full payment therefore the following unit prices, to-wit:

Bids are to be submitted for the full scope of work described.

The bidder shall set forth for each item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided, however, that the amount set forth as an item price is ambiguous,

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unintelligent or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

The unit basis items, the amount set forth in the "Amount" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The foregoing quantities are approximate only, being given as a basis for comparison of the bids, and the CVPCSD does not express or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work, as may be deemed necessary, or advisable by the Engineer.

Envelopes containing bids will be marked <u>Christian Valley Road Project 2023-01</u> not to be opened until 7:00 pm, July 11, 2023.

CVPCSD reserves the right to reject any or all bids, and to waive any irregularities in bids. In case of a discrepancy between words and figures, the words shall prevail.

If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid, and to give the two bonds in sums to be determined aforementioned, with surety satisfaction to the CVPCSD within 8 (eight) days (not to include Sundays and legal holidays) after receipt of notice that the contract has been awarded to him, the CVPCSD may at it's option determine that the bidder has abandoned the Contract and thereupon this Proposal and the acceptance thereof shall be null and void.

The names of all persons in the foregoing proposal as principal are as follows:

IMPORTANT NOTICE: If bidder or other interested persons is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partnerships composing firm; If bidder or other interested person is an individual, state first and last names in full.

Licensed in accordance with an act providing for the registration of Contractors, License Number\_\_\_\_\_

### CHRISTIAN VALLEY PARK COMMUNITY SERVICE DISTRICT

### **ROAD REPAIR CONTRACT 2023-01**

## AWARD OF CONTRACT

The Board of Directors of the Christian Valley Park Community Service District (CVPCSD)

hereby accepts the proposal of \_\_\_\_\_\_(contractor)

submitted on July 11, 2023 in the amount of \$\_\_\_\_\_.

Approved:

C.V.P.C.S.D. (Owner)

President, Board of Directors

Attest:

General Manager

<u>Accepted:</u> Acceptance and execution by contractor shall constitute notice to proceed and commencement of the 60 day contract time.

Contractor

By

Title

Attest: Notary Public Signature of Bidder

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\_\_\_\_\_

Note: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts in behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or member of a partnership, a Power of Attorney must be filed with the CVPCSD prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Business address:

Place of residence:

Dated:
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Phone:\_\_\_\_\_

### CHRISTIAN VALLEY PARK COMMUNITY SERVICE DISTRICT Road Contract 2023-01 Bidders

Baldoni Construction 9998 Hillview Road Newcastle, CA 95658 885-5210 & 885-0153 fax

Livingston's Grading & Paving 10243 Ophir Road Newcastle, CA 95658 530-663-2081

Don Robinson 2145 Grass Valley Hwy Auburn, CA 95603 885-5623

Simpson & Simpson 11001 Ophir Road Newcastle, CA 95658 885-4354

Catamount Construction Inc. P.O. Box 101 Loomis, CA 95650 652-5094

Jerry Fillmer Paving & Seal Coating P.O. Box 6074 Auburn, CA 95604 530-823-6348

Thomco Engineering, Inc. 20930 Todd Valley Road Foresthill, CA 95631 530-367-3858

Tritan Construction Services, Inc. P.O. Box 81 Weimar, CA 95736 Nor Cal Asphalt Paving & Maintenance, Inc. Jason Smith P.O. Box 4187 Auburn, CA 95604 916-641-7283

David Engineering Construction, Inc. 6344 Nugget Drive Foresthill, CA 95631 530-367-3508