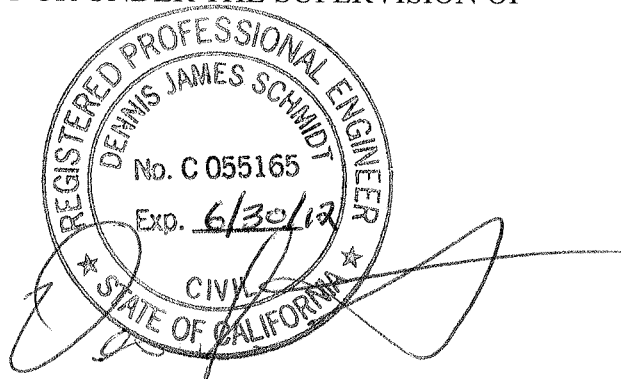


# CONTRACT DOCUMENTS FOR THE PINEWOOD DRIVE STREET REPAIR PROJECT PARADISE, CALIFORNIA

CIP 2100 50 8901 9311



PREPARED BY OR UNDER THE SUPERVISION OF



DENNIS J. SCHMIDT, PUBLIC WORKS DIRECTOR/TOWN ENGINEER  
TOWN OF PARADISE PUBLIC WORKS DEPARTMENT

5555 SKYWAY  
PARADISE, CA 95969-4931  
PHONE: (530) 872-6291  
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DOCUMENT NO. \_\_\_\_\_

# **PINEWOOD DRIVE STREET REPAIR PROJECT PARADISE, CALIFORNIA**

## **TABLE OF CONTENTS**

ADVERTISEMENT FOR BIDS .....	3
PRECONSTRUCTION WORK ITEMS .....	5
GENERAL WORK ITEMS.....	5
SPECIAL PROVISIONS .....	6
BID ITEMS.....	8
EXPERIENCE STATEMENT .....	9
LIST OF SUBCONTRACTORS.....	10
CONTRACTOR’S LICENSE DECLARATION .....	11
PUBLIC CONTRACT CODE.....	12
NONCOLLUSION AFFIDAVIT.....	14
CONTRACT.....	15
BIDDER’S BOND.....	20
LABOR AND MATERIAL BOND.....	21
PERFORMANCE BOND.....	22
GENERAL PROVISIONS .....	23

### **ATTACHMENTS:**

- ATTACHMENT A: LABOR LAW REQUIREMENTS
- ATTACHMENT B: VICINITY MAP
- ATTACHMENT C: INSURANCE REQUIREMENTS
- ATTACHMENT D: CONSTRUCTION EXHIBIT

***PINEWOOD DRIVE STREET REPAIR PROJECT***  
**ADVERTISEMENT FOR BIDS**

The Town of Paradise invites separate sealed bids for the Pinewood Drive Street Repair Project. This project consists of repairing the damage to the roadway on Pinewood Drive, Pinewood Court, and Chandler Drive, Paradise, California, caused by a broken fire hydrant in the vicinity of 310 Pinewood.

Bids will be received at the Office of the Town of Paradise Town Clerk, 5555 Skyway, Paradise, CA 95969, until **10:00 AM, (PST), August 5, 2010**, at which time they will be publicly opened and read aloud. The envelope enclosing the bid submittal shall be clearly marked "Bid for ..." followed by the title of this project and the date and hour for opening of bids.

Copies of the Contract Documents may be obtained at the Office of the Town Engineer at no cost.

Each bid shall be made in accordance with these Contract Documents, and no bid will be accepted by the Town unless it is made on the Bid forms included in these Contract Documents. Each bid must be accompanied by cash, certified or cashier's check or Bidder's Bond made payable to the Town of Paradise for an amount equal to at least ten percent (10%) of the total amount of the bid as a guarantee that the Bidder will execute the contract in conformance with his, her, or its bid and the specifications. Such guarantee shall be forfeited should the bidder to whom the contract is awarded fail to enter into the contract.

The successful bidder shall be required to furnish a labor and material bond and a performance bond in the amount of 100% of the contract amount.

Copies of the referenced Standard Specifications, dated May 2006, issued by the State of California, Department of Transportation, may be obtained from the State of California, Department of Transportation, Publications Distribution Unit, 1900 Royal Oaks Drive, Sacramento, CA 95819. The attention of bidders is particularly directed to the provisions of Section 8-1.02 of the Standard Specifications regarding assignment of the contract. Technical questions should be directed to the Public Works Department, Town of Paradise, Paradise, California. Telephone (530) 872-6991.

Pursuant to California Labor Code Section 1770, and following, the successful bidder shall pay not less than the prevailing rate of per diem wages to persons working on the project, as determined by the Director of the California Department of Industrial Relations. Copies of the prevailing wage determinations are on file in the Town Engineer's Office and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>.

The holidays upon which the holiday wage rate shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the project.

The Town of Paradise encourages the submission of bids and sub-bids by minority-owned and women-owned business enterprises.

The selected contractor shall possess a California Class A license or a combination of classes required by the categories and types of work included in this contract at the time the contract is awarded.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest.

The Town reserves the right to reject any and all bids, to waive any non-material defects in any bid and to determine which bid, in the judgment of the Town, is the lowest responsive bid and to make that award which is in the best interest of the Town.

TOWN OF PARADISE  
Dennis J. Schmidt  
Director of Public Works / Town Engineer

Dated: 7/14/2010

Publish: 7/20/2010  
7/27/2010

## **PRECONSTRUCTION WORK ITEMS**

1. Call Underground Service Alert, identify and pothole as required all affected utilities within the project area.
2. Coordinate all street repairs with the affected utilities.
3. Establish sufficient surveying control to allow the roadway to be field staked for reconstruction. Verify surveying control with the Subdivision "As-Built Plans", to be provided by the Town of Paradise.
  - a. Refer to Attachment D for locations of horizontal control monuments within the work area (Two RR Spikes and one centerline monument in well).
4. Prepare a project specific traffic control plan and submit to the Town for approval prior to initiating construction. Proper allowances must be made to provide for access by residents and emergency vehicles during the duration of the project.
5. Prepare a project specific erosion and dust control plan and submit to the Town for approval prior to initiating construction activities.
6. Water associated with sawcutting to be recaptured to prevent contamination of the drainage channels. Sawcut water to be properly disposed of offsite.

## **GENERAL WORK ITEMS**

1. Sawcut, remove and properly dispose of existing asphalt concrete surfacing and asphalt concrete dike per field markings
2. Remove and properly dispose of existing contaminated aggregate base rock, within the limits of the areas marked for removal
3. Compact the excavated roadway subgrade to a minimum of 95% relative dry density
4. Place eight inches of Class 2 aggregate base, compacted to 95% relative dry density
5. Place asphalt tack coat
6. Place two inches (2") new asphalt concrete roadway surfacing
7. Place new asphalt concrete dike
8. Perform minor grading at back of dike, other locations as necessary.
9. Clean up site, off haul any excess material and dispose, remove erosion control devices, and leave work site in a clean and presentable condition
10. Reset damaged horizontal control monuments by licensed land surveyor.

## SPECIAL PROVISIONS

1. All work shall be completed within 30 **calendar days** of issuance of the Notice to Proceed.
2. Payment and Performance bonds will be required in the amount of 100% of the contract amount.
3. Contractor shall be paid at the completion of the project, with 10% held as retainage until 35 days after the filing of the Notice of Completion.
4. All work shall be performed in accordance with the Caltrans Standard Specifications, May, 2006.
5. Staking will be provided by the contractor, for the demolition, excavation to subgrade, baserock installation, and final asphalt concrete placement.
6. Working hours shall be in accordance with the Town of Paradise noise ordinance (6:00 AM to 7:00 PM, Monday through Saturday). Work shall not be covered until inspected, tested by Town's Geotech Consultant and approved by Town inspection personnel. Work on Saturday will require that the contractor reimburse the Town for all overtime expenses related to construction inspection personnel.
7. Contractor shall at all times be aware of weather conditions, and be prepared for storm drainage flow into the various storm drainage systems. Contractor shall take all necessary precautions to prevent damage to the facilities or the surrounding properties. Contractor shall also take all necessary safety precautions, to insure the safety of employees, inspectors and the public. This includes proper fencing/barricading of the work areas, personal protective equipment for operators, etc.
8. Traffic control operations by the contractor shall comply with the current edition of the Manual of Uniform Traffic Control Devices (MUTCD). Contractor shall allow for local and emergency vehicle traffic at all times during the construction project.
9. Import Aggregate Base shall conform to section 26 of the Standard Specifications, and shall be Class 2, ¾ inch maximum aggregate. The aggregate baserock placement shall be accomplished in two four-inch lifts, with each lift compacted to 95% Relative Density.
10. Demolition of the existing asphalt concrete may be accomplished by Cold Planing (Milling) and stockpiling for use as the first (bottom) layer of new aggregate base rock. If recycled asphalt is used for the first base rock layer, the first 4 inches of material shall meet a minimum of Class 3 gradation requirements.
11. Asphalt Concrete shall be Type A, ½ inch Maximum, medium gradation, using a PG 64-10 asphalt binder.
12. Aggregate Base surface will be treated with a prime coat prior to placement of new asphalt concrete.
13. Sawcut lines and existing concrete edges will be treated with a tack coat prior to placement of new asphalt concrete.
14. Stop Bars and legends obliterated by the contractor's operations shall be replaced with new thermoplastic markings in accordance with Section 84-1 and 84-2 of the Standard Specifications. Minimum thickness of new markings shall be 0.120 inch.
15. Water valves within the work area shall be protected in place, and then raised to final grade at completion of project. Contractor shall raise to grade using a concrete grade ring, in accordance with Paradise Irrigation District standard plans.
16. Contractor shall procure and maintain a minimum of \$1,000,000 commercial general liability insurance: \$1,000,000 automotive coverage and \$1,000,000 Workers Compensation Insurance. Such insurance shall be on a "per occurrence" basis and shall name the Town of Paradise, its agents, officers and employees as "additional insured". The Town shall be

- provided a 30-day notice of cancellation.
17. Contractor shall also execute the attached "Attachment A", documenting compliance with the Town of Paradise's Labor Compliance Program.
  18. Payment for this project will be on the LUMP SUM basis. Contractor will be paid in accordance with the bid documents, 35 days after the Notice of Completion of the project, on a lump sum basis. The contractor is responsible for carefully examining the work site, and acknowledges that he, she or it has satisfied as to the character, quality and quantity of surface and subsurface materials to be encountered from inspecting the site, review of information made available to the contractor by the Town, as well as from information presented by the plans and specifications. Any failure by the contractor to be acquainted with all the available information will not relieve the contractor from responsibility for properly estimating the difficulty or cost of performing the work.
  19. Liquidated Damages, in the amount of \$250 per calendar day, will be charged to the contractor, for each and every calendar day that the project remains incomplete after the 30 calendar day construction completion date. Contractor agrees that this amount may be deducted from any money due or that may become due contractor under this contract.

**PINEWOOD DRIVE STREET REPAIR PROJECT  
BID ITEMS**

<u>DESCRIPTION</u>	<u>LUMP SUM COST</u>
Construction of all Pre-Construction and General Work items of work, as shown in these specifications.	_____

\_\_\_\_\_  
Contractor Signature and License Number

\_\_\_\_\_  
Date

The Town of Paradise reserves the right to reject any and all bids, to waive any non-material defect in any bid and to determine which bid, in the judgment of the Town, is the lowest responsible bid and to make that award which is in the best interest of the Town.

## **EXPERIENCE STATEMENT**

Set forth all comparable jobs awarded and completed by bidder within the last five (5) years, together with the name and telephone number of the person or entity awarding the contract.

Contractor shall be duly licensed by the State of California to perform the work included.

**PINEWOOD DRIVE STREET REPAIR PROJECT**

**LIST OF SUBCONTRACTORS**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Contractor License Number:** \_\_\_\_\_

**Type of work to be performed:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Contractor License Number:** \_\_\_\_\_

**Type of work to be performed:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Contractor License Number:** \_\_\_\_\_

**Type of work to be performed:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Contractor License Number:** \_\_\_\_\_

**Type of work to be performed:** \_\_\_\_\_

## CONTRACTOR'S LICENSE DECLARATION

(Business and Professions Code Section 7028.15)

The undersigned declares that it, he or she is \_\_\_\_\_ (party making foregoing bid) of \_\_\_\_\_ (hereinafter the "Bidder").

1. Bidder's Contractor's License Number is as follows:
2. The expiration date of Bidder's Contractor's License is
3. Bidder acknowledges that Section 7028.15(e) of the Business and Professions Code provides as follows:

"A licensed contractor shall not submit a bid to a public agency unless his or her contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that the representations therein are made under penalty of perjury. Any bid not containing this information or a bid containing information which is subsequently proven false, shall be considered non-responsive and shall be rejected by the public agency."

The undersigned declares, under penalty of perjury, that the representations made by the undersigned in this bid proposal are true and correct.

Executed on \_\_\_\_\_, 2010, at \_\_\_\_\_ (insert city and state where declaration signed).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

## PUBLIC CONTRACT CODE

### Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_, has not \_\_\_\_ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

**Note:** The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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### Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

**Public Contract Code 10232 Statement**

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

**Note:**The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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## NONCOLLUSION AFFIDAVIT

(Public Contract Code Section 7106)

To the Town of Paradise

*DEPARTMENT OF PUBLIC WORKS.*

In conformance with Title Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

**Note:**The above Noncollusion Affidavit is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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**TOWN OF PARADISE  
CONTRACT  
FOR THE PINWOOD DRIVE STREET REPAIR PROJECT**

**THIS CONTRACT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010 between the Town of Paradise (hereinafter called "Town"), and \_\_\_\_\_ (herein after called that "Contractor").

WHEREAS, Contractor has been awarded the Contract for the work relating to the **Pinewood Drive Street Repair Project**. The parties hereto mutually agree as to the terms and conditions herein set forth.

**1. STATEMENT OF WORK:**

Contractor shall furnish all labor, material, equipment and services, and perform and complete all work required for the Construction of the **Pinewood Drive Street Repair Project**.

**2. CONTRACT DOCUMENTS:**

This instrument, together with the other documents listed below, which said other documents shall be as binding upon the parties hereto as if they were fully set forth herein, shall form the Contract. Work called for in any one Contract Document and not mentioned in another is to be performed and executed the same as if mentioned in all Contract Documents.

The Contract Documents, sometimes also referred to as "the contract," consist of the following:

- |                               |                             |
|-------------------------------|-----------------------------|
| a. Advertisement for Bids     | i. Labor and Materials Bond |
| b. Preconstruction Work Items | j. Performance Bond         |
| c. General Work Items         | k. General Provisions       |
| d. Special Provisions         | l. Labor Law Requirements   |
| e. Bid Items                  | m. Vicinity Map             |
| f. List of Subcontractors     | n. Insurance Requirements   |
| g. Contract                   | o. Construction Exhibit     |
| h. Bidder's Bond              |                             |

**3. SCOPE OF CONTRACT:**

Contractor agrees to undertake and complete all obligations under the Contract Documents, and in the manner designated in, and in strict conformity with, the Contract Documents.

**4. CONTRACT AMOUNT:**

Town agrees to pay and Contractor agrees to accept, in full payment for the above work, subject to additions and deductions as provided in the Contract Documents, the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), which amount includes all applicable fees and taxes, and which amount is hereinafter referred to as the "Contract Amount".

5. **LEGAL WORK DAY:**

Eight (8) hours labor constitutes a legal day's work performed pursuant to this Contract. Contractor shall forfeit as a penalty to the Town TWENTY-FIVE DOLLARS (\$25.00) for each workman employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such workman is required or permitted to work more than eight hours in any one calendar day and forty (40) hours in any one calendar week in violation of Division 2, Part 7, Chapter 1, Article 3, of the Labor Code (Labor Code Section 1810-1815). Notwithstanding the foregoing provisions of this Section, work performed by employees of Contractors and of subcontractors in excess of eight hours per day and forty hours in any one week shall be permitted upon compensation for all hours worked in excess of eight hours a day and at not less than one and one-half times the basic rate of pay.

6. **WORKMEN'S COMPENSATION:**

In accordance with the provisions of 3700 of the Labor Code, every Contractor will obtain worker's compensation insurance covering the Contractor's employees and to furnish a certificate to the Town showing such coverage before commencement of the work.

7. **INSURANCE**

The Contractor shall provide to Town a certificate of insurance for Commercial General Liability Insurance and Worker's Compensation Insurance in the form and amounts shown in the specifications. Such insurance shall name Town as an additional insured and shall not be canceled without a 30-day written notice to the Town.

8. **TIME OF COMMENCEMENT AND COMPLETION**

The work to be performed under this Contract shall be commenced no later than fourteen (14) calendar days after the date of written "Notice to Proceed" from the Town to start and diligently and continuously prosecute to final completion. In no event shall contractor fail to complete the work any later than **thirty (30) calendar days after the date of written Notice to Proceed. The Notice to Proceed will be issued when weather conditions are appropriate for construction. Early fall rains and/or cool weather may cause this project to be suspended until Spring, 2011.**

9. **NONASSIGNMENT**

Contractor shall not assign this Contract to any other party without the prior written consent of the Town.

10. **DISPUTES**

Disputes between the Town and Contractor of \$375,000 or less shall be resolved in accordance with Public Contract Code Section 20104 et. seq., a copy of which is shown below:

20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

- (2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
- (b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.  
 (2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.
- (c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.
- (d) This article applies only to contracts entered into on or after January 1, 1991.
- 20104.2. For any claim subject to this article, the following requirements apply:
- (a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- (b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.  
 (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.  
 (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- (c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.  
 (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.  
 (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- (d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- (f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.
- 20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article:
- (a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties.

The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

- (b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
  - (2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.
  - (3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.
  - (c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.
- 20104.6. (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.
- (b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

**11. INDEMNIFICATION**

Contractor shall hold harmless, indemnify and defend Town, its officers, officials, employees, agents and volunteers from and against any liability, claims loss, damages and costs, including attorney's fees and court costs of every nature resulting from connection with Contractor's work under this Contract, except for damages caused solely by the Town's active negligence.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

**TOWN OF PARADISE**

**CONTRACTOR**

By: \_\_\_\_\_  
Town Manager

By: \_\_\_\_\_

**APPROVED AS TO FORM**

Signature: \_\_\_\_\_

By: \_\_\_\_\_  
Town Attorney

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
Contractor's I.D. or SSN



**BIDDER'S BOND**

KNOW ALL PERSONS BY THESE PRESENTS,

That we \_\_\_\_\_ as CONTRACTOR, and \_\_\_\_\_ as SURETY, are held and firmly bound unto the Town of Paradise, hereinafter called the Town, in the penal sum of **TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID** of the principal above named, submitted by said Principal to the Town of Paradise, for the work described below, for the payment of which sum in lawful money of the United States, we and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \_\_\_\_\_ Dollars(\$ \_\_\_\_\_).

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

That whereas the Principal has submitted the above-mentioned bid to the Town of Paradise Redevelopment Agency for certain construction specifically described as follows, for which bids are to be opened at Paradise, California on \_\_\_\_\_ **for the PINWOOD DRIVE STREET REPAIR PROJECT.**

**NOW THEREFORE,** if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files the two bonds with the Department, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorney's fees to be fixed by the court.

**IN WITNESS WHEREOF,** We have hereunder set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_ (SEAL) \_\_\_\_\_

\_\_\_\_\_ (SEAL) \_\_\_\_\_

\_\_\_\_\_ (SEAL) \_\_\_\_\_

Surety: \_\_\_\_\_

Principal: \_\_\_\_\_

Address: \_\_\_\_\_

**LABOR AND MATERIAL BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we \_\_\_\_\_  
\_\_\_\_\_, herein called CONTRACTOR, and \_\_\_\_\_,  
SURETY, are held and firmly bound unto TOWN COUNCIL/TOWN OF PARADISE, hereinafter  
called OBLIGEE, in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_)  
dollars for the payment whereof said Contractor and Surety bind themselves, their heirs,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that whereas, the above  
bounden Contractor has entered into a contract DATED \_\_\_\_\_, with the Obligee  
to do and perform the following work, to wit, **Pinewood Drive Street Repair Project.**

**NOW, THEREFORE,** if the above-bounden Contractor or his subcontractors fail to pay any of the  
persons named in Section 3181 of the Civil Code of the State of California, or amounts due under the  
Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any  
amounts, required to be deducted, withheld and paid over to the Franchise Tax Board from wages of  
employees of the Contractor or his subcontractors pursuant to Section 18806 of the Revenue and  
Taxation Code, with respect to such work and labor, Surety will pay for the same, in an amount not  
exceeding the amount specified in this bond, and also, in case suit is brought upon this bond, any  
reasonable attorney's fee to be fixed by the court.

That it is agreed that no change, extension of time, alteration or addition to the terms of the Contract  
or to the work to be performed thereunder or the Specification accompanying the same shall in any  
effect the obligations of Surety on this bond, and the Surety hereby waives notice of any such  
change, extension of time, alteration or addition to the terms of the Contract or to the work or to the  
Specifications.

This bond shall insure to the benefit of any and all persons, companies or corporations entitled to file  
claims under Section 3181 of the Civil Code of the State of California, so as to give a right of action  
to them or their assigns in any suit brought upon this bond.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

Address: \_\_\_\_\_

Address: \_\_\_\_\_

**PERFORMANCE BOND**

BY THIS AGREEMENT, \_\_\_\_\_, hereinafter called CONTRACTOR, AND \_\_\_\_\_, As Surety, hereinafter called SURETY, are held and firmly bound to THE TOWN OF PARADISE, as Obligee, herein called OWNER, in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) for the payment of which Contractor and Surety hereby bind themselves, their heirs, executors, administrators, successors, and assigned, jointly and severally.

The premium charged for this bond is \_\_\_\_\_ (\$\_\_\_\_\_) dollars for the term hereof. The condition of this bond is such that, if Contractor shall faithfully perform the terms and provisions of that certain written agreement between Contractor and Owner, dated \_\_\_\_\_ for the **Pinewood Drive Street Repair Project**, a copy of which is attached and made a part hereof, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

Whenever Contractor shall be in default under the above-mentioned Contract, Surety may promptly remedy the default, or shall promptly complete the contract in accordance with its terms and conditions, or obtain a bid or bids for submission to Owner for completing the contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest to pay the cost of completion less the balance of the contract price, but not exceeding including other costs and damages for which Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the contract and any amendments thereto, less any amount properly paid by Owner to Contractor.

No suit shall commence after two (2) years from the date fixed.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators, or successors of Owner, except a right of action that may be given by the mechanic's lien laws to persons furnishing labor or materials in connection with the work of improvement under the above-mentioned contract.

**ATTEST:**

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

Address: \_\_\_\_\_

Address: \_\_\_\_\_

## GENERAL PROVISIONS

The General Provisions of this construction Contract shall be by reference the General Provisions contained in the Standard Specifications of the State of California, Department of Transportation, Business and Transportation Agency, dated May 2006, along with any modifications or amendments issued prior to the date of bid opening.

STANDARD SPECIFICATIONS: Standard Specifications shall mean the Standard Specifications of the State of California, Department of Transportation dated May, 2006.

In case of conflict between the Standard Specifications and these general and special provisions, the general and special provisions shall take precedence over and be used in lieu of such conflicting portions.

Whenever in the Standard Specifications, or in any documents or instruments where these specifications govern, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

STATE: The Town of Paradise

PUBLIC WORKS BUILDING: Town Hall, 5555 Skyway, Paradise, CA.

DEPARTMENT OF PUBLIC WORKS: The Town Council of the Town of Paradise.

DEPARTMENT OF TRANSPORTATION: The Town Council of the Town of Paradise.

DIRECTOR OF PUBLIC WORKS: The Public Works Director/Town Engineer of the Town of Paradise.

STATE HIGHWAY ENGINEER: The Public Works Director/Town Engineer of the Town of Paradise.

ENGINEER: Engineer shall mean the Town Engineer of the town of Paradise or his authorized agent acting within the scope of his authority who shall act as the representative of the Town during the term of the contract.

LABORATORY: The established laboratory of the Department of Transportation of the State of California or laboratories authorized by the engineer to test materials and work involved in the contract.

Reference is made to Section 1 of the Standard Specifications for other pertinent definitions.

Where other reference specifications such as those of ASTM, AASHTO, etc., have been referred to, the applicable portion of such specification shall become a part of these Contract Documents.

### Attachments:

Labor Law Requirements (Attachment A).

Vicinity Map (Attachment B)

Insurance Requirements (Attachment C)

Construction Exhibit (Attachment D)

**Town of Paradise**  
Community Development Department/Engineering Division

Labor Law Requirements  
(Pursuant to Section 16430 of the Labor Code)

The contractor shall comply with all the following public bidding and construction laws:

1. Payment of Prevailing Wage Rates

The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. The contractor is obligated to pay the prevailing wages under Labor Code Section 1770 et seq. should the project exceed the exemption amounts.

The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view.

2. Apprentices

It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project under Labor Code Section 1777.5.

3. Penalties

There are penalties required for contractor/subcontractor failure to pay prevailing wages (for nonexempt projects) and for failure to employ apprentices, including forfeitures and debarment under Labor Code Sections 1775, 1777.7 and 1813.

4. Certified Payroll Records

Under Labor Code Section 1776, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee; also the straight time and overtime hours worked each day and each week, the fringe benefits, and the actual per diem wage paid to each journeyman, apprentice worker or other employee hired in connection with the public works project.

## Attachment A, continued

Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to Labor Code Section 1776.

Each contractor and subcontractor shall submit its certified payroll record to the Town of Paradise on a weekly basis. In the event that there has been no work performed during a given week, the Certified Payroll Record shall be annotated: "No work" for that week.

Under Labor Code Section 1776 (g), there are penalties required for contractor/subcontractor's failure to maintain and submit copies of certified payroll records on request.

### 5. Nondiscrimination in Employment

There exist prohibitions against employment discrimination under Labor Code Sections 1735 and 1777.6, the Government Code, the Public Contracts Code, and Title VII of the Civil Rights Act of 1964, as amended. All contractors and subcontractors are required to implement equal employment opportunity practices for women and minorities.

### 6. Kickback Prohibited

Contractors and subcontractors are prohibited from accepting, taking wages illegally or extracting "kickback" from employee wages under Labor Code Section 1778.

### 7. Acceptance of Fees Prohibited

There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works contracts pursuant to Labor Code Section 1780.

### 8. Listing of Subcontractors

All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to Government Code Section 4100 et seq.

### 9. Proper Licensing

Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractor License Law found at Business and Professions Code Section 7000 et seq.

10. Unfair Competition Prohibited

Contractors/subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Code Section 7000 et seq.

11. Workers Compensation Insurance

Labor Code Section 1861 requires that contractors be insured properly for Workers Compensation.

12. OSHA

Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

In accordance with federal and state laws and with Town contract documents, the undersigned prime contractor wishes to assure the Town of Paradise that it intends to comply with the above-referenced labor law requirements, fully understanding that failure to comply with the above requirements may subject it to penalties as provided above.

For the Contractor

For the Town of Paradise

\_\_\_\_\_  
Signature

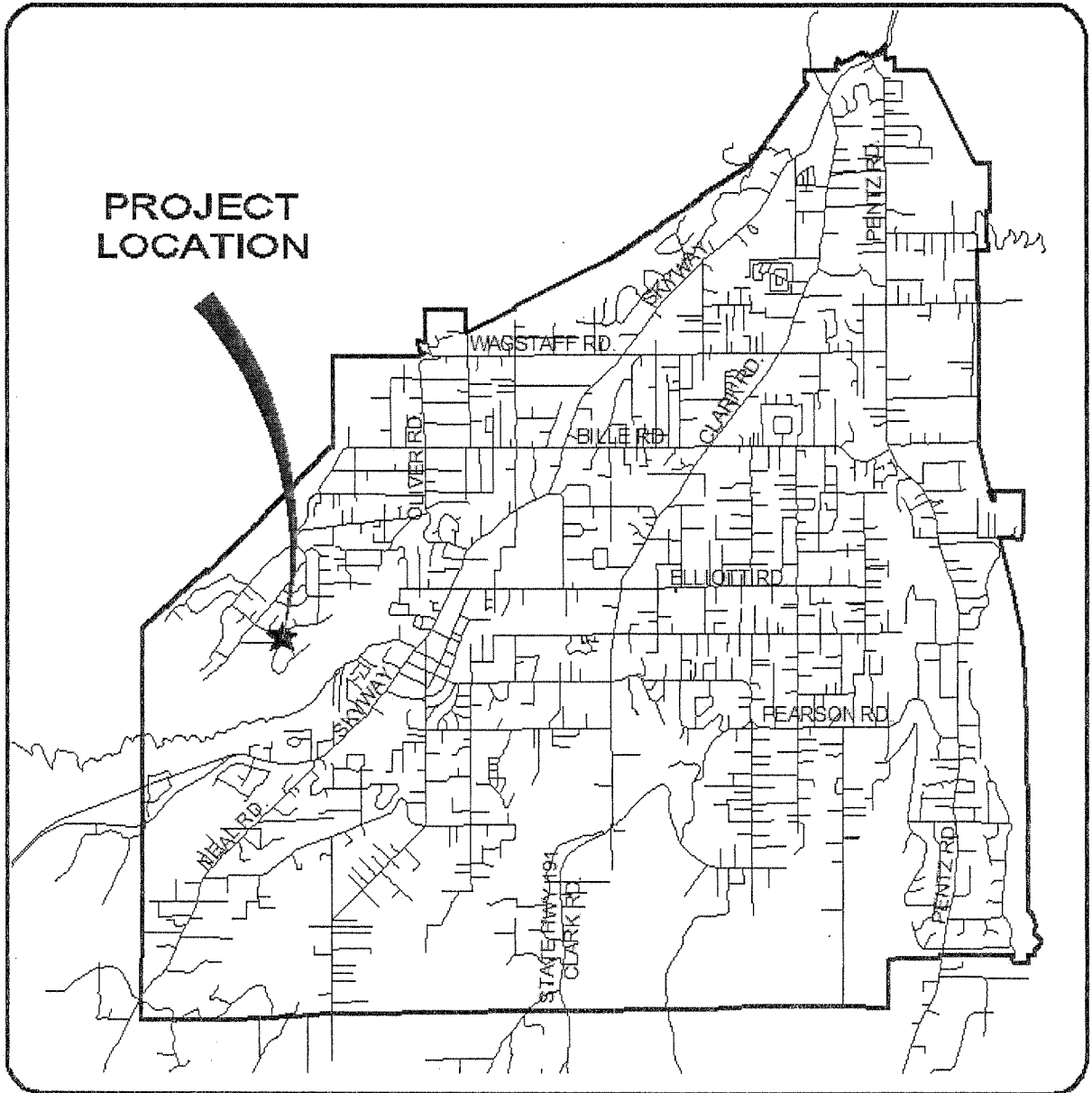
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Pinewood Drive Street Repair Project  
Paradise, California

Vicinity Map



LIABILITY INSURANCE AND  
WORKMEN'S COMPENSATION INSURANCE

The contractor, in advance of performing any work under the agreement between the Town and the Contractor, shall, at no expense to the Town:

Procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG0001).
2. Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Course of Construction insurance covering for all risks of loss.

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Course of Construction: Completed value of the project.

Any deductibles or self-insured retention's must be declared to and approved by the Town. At the option of the Town, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Town, its officers, officials, employees and volunteers; or the contractor shall provide a financial guarantee satisfactory to the Town guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provision:

1. The Town, its officers, officials, employees, and volunteers are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the contractor including materials, parts or equipment furnished

in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

2. For any claims related to this project, the contractor's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town.

Course of construction policies shall contain the following provisions:

1. The Town shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the Town.

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII.

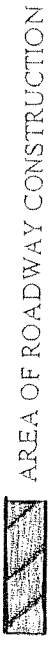
Contractor shall furnish the Town with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Town or on other than the Town's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the Town before work commences. The Town reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

## INDEMNITY

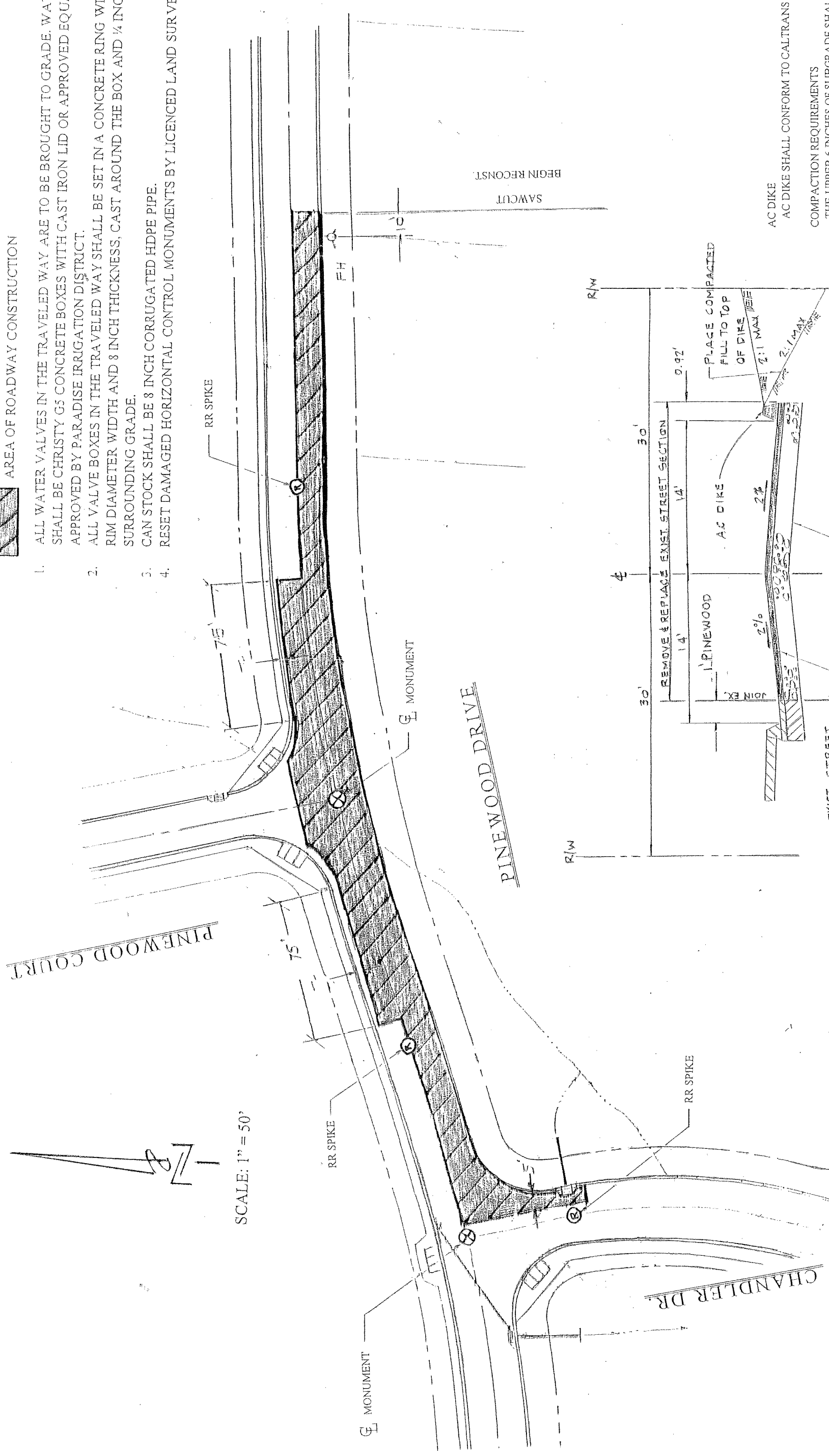
The Contractor shall defend, hold harmless and indemnify the Town and its officers, agents, and employees, from and against all claims (including but not limited to claims of Contractor's agents and employees), liability, losses, damages, and expenses including court costs and attorney's fees arising from the performance of the work under this Agreement, except those losses and damages found to be caused solely by the party indemnified hereunder.

NOTES:

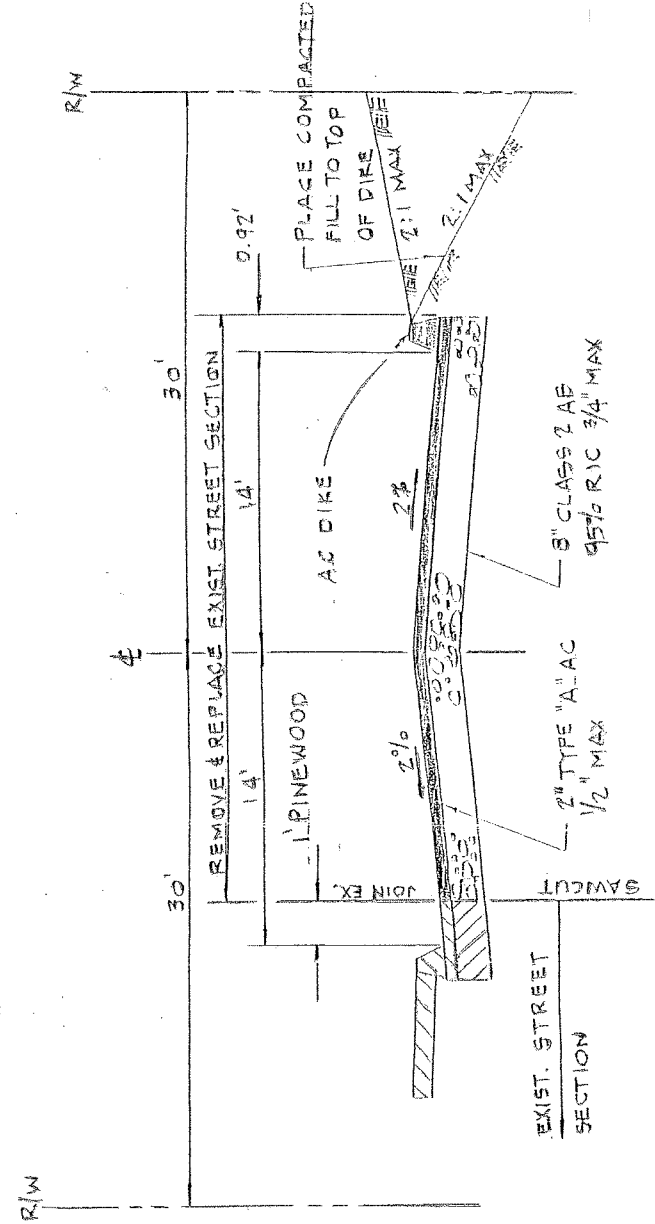


AREA OF ROADWAY CONSTRUCTION

1. ALL WATER VALVES IN THE TRAVELED WAY ARE TO BE BROUGHT TO GRADE. WATER VALVE BOXES SHALL BE CHRISTY G5 CONCRETE BOXES WITH CAST IRON LID OR APPROVED EQUAL SPECIFIED AND APPROVED BY PARADISE IRRIGATION DISTRICT.
2. ALL VALVE BOXES IN THE TRAVELED WAY SHALL BE SET IN A CONCRETE RING WITH A 12 INCH OUTSIDE RIM DIAMETER WIDTH AND 8 INCH THICKNESS, CAST AROUND THE BOX AND 1/4 INCH BELOW SURROUNDING GRADE.
3. CAN STOCK SHALL BE 8 INCH CORRUGATED HDPE PIPE.
4. RESET DAMAGED HORIZONTAL CONTROL MONUMENTS BY LICENCED LAND SURVEYOR.



SCALE: 1" = 50'



TYPICAL ROAD SECTION  
PINEWOOD DRIVE  
LOOKING EAST

AC DIKE SHALL CONFORM TO CALTRANS TYPE "A" COMPACTON REQUIREMENTS THE UPPER 6-INCHES OF SUBGRADE SHALL BE COMPACTED TO 95% RELATIVE COMPACTION. ALL OTHER FILLS SHALL BE 90% RELATIVE COMPACTION. PRIME COAT AND FOG SEAL SHALL BE REQUIRED ON ALL ROADS.