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

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PREPARED BY OR UNDER THE SUPERVISION OF

REGISTERED PROFESSIONAL ENGINEER
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DOCUMENT NO. _____

PINEWOOD DRIVE STREET REPAIR PROJECT
PARADISE, CALIFORNIA

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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

DESCRIPTION	LUMP SUM COST
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.

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.

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.

TOWN OF PARADISE
CONTRACT
FOR THE PINEWOOD 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
   b. Preconstruction Work Items
   c. General Work Items
   d. Special Provisions
   e. Bid Items
   f. List of Subcontractors
   g. Contract
   h. Bidder's Bond
   i. Labor and Materials Bond
   j. Performance Bond
   k. General Provisions
   l. Labor Law Requirements
   m. Vicinity Map
   n. Insurance Requirements
   o. Construction Exhibit

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.