

TOWN OF PARADISE
Department of Public Works
5555 Skyway
Paradise, CA 95969

Contract Specifications and Bid Book

Notice to Bidders
Special Provisions
Bid Documents
Contract Forms
Attachments

for

**Fire Engine Exhaust Removal Project
Contract No. 15-12**

General Prevailing Wage Rates and Labor Surcharge, Rates in effect on the date the work is accomplished.

SET NO. _____

**Fire Engine Exhaust Removal Project
Contract No. 15-12**

The Special Provisions contained herein have been prepared by or under the direction of the following Registered Person:



07/30/2016

Marc A. Mattox
RCE 79885, Exp. 09/30/2016

Date

Contract Specifications and Bid Book

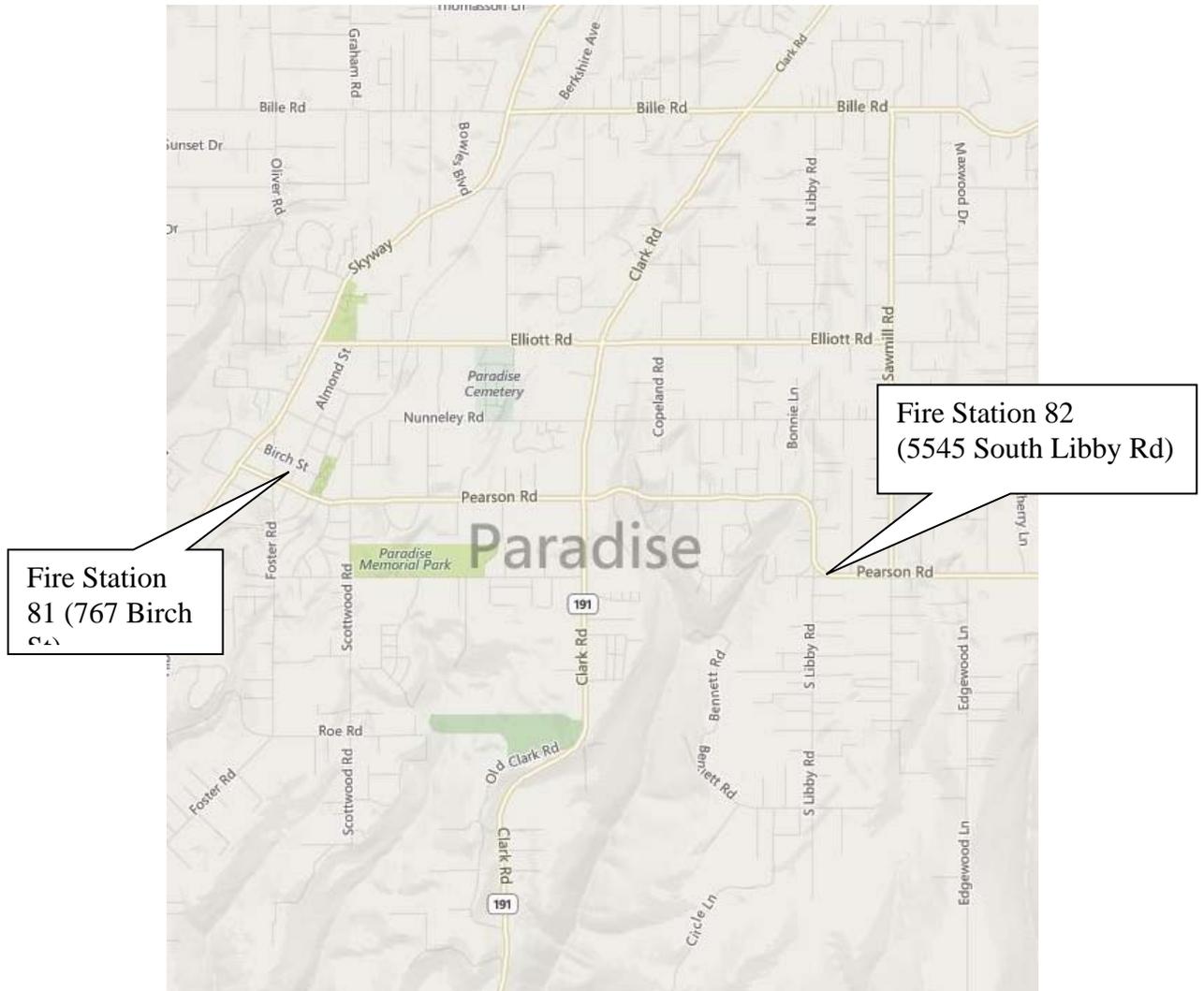
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Project Location Map



Town of Paradise
Department of Public Works
Notice to Bidders

Contract No. 15-12, Fire Engine Exhaust Removal Project

in the

Town of Paradise, County of Butte, State of California

The Town of Paradise will receive sealed bids for the above public works project at the Office of the Town of Paradise Town Clerk, 5555 Skyway, Paradise, CA 95969, until **10:00 AM, (PST), August 25, 2015**, at which time they will be publicly opened and read aloud. The envelope enclosing the bid submittal shall be clearly marked "Bid for Contract No. 15-12, Fire Engine Exhaust Removal Project" and the date and hour for opening of bids. Proposal and bid forms for the work are included herein.

No bid will be considered unless it is made on the bid form furnished by The Town of Paradise, Department of Public Works.

Each bid must be accompanied by cash, cashier's check, certified check, or a bidder's bond executed by an admitted surety insurer made payable to the Town of Paradise for an amount equal to at least ten percent (10%) of the total bid amount, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to enter into the contract.

General work description:

Perform all necessary work to Fire Station #81 and #82, including installation of complete fire engine exhaust removal system to meet 2013 Edition NFPA 1500 9-1.5, OSHA, NIOSH, and FEMA standards.

Contractor may contact Keith Castillo at (530) 872-6264 x333 to schedule a site visit for the two project location sites.

The Contractor shall possess a California Class A or B license or a combination of classes required by the categories and types of work included in this contract.

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

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.

Fire Engine Exhaust Removal Project

The total quantity of materials estimated for this contract is in the tables below:

| Bid Item | Item Description | Unit of Measure | Estimated Quantity |
|-----------------|--|------------------------|---------------------------|
| 1 | Fire Exhaust Removal System (Station 81) | LS | 1 |
| 2 | Fire Exhaust Removal System (Station 82) | LS | 1 |

The successful bidder, at bidder's own expense, shall furnish a faithful performance bond and a payment bond

each in an amount of one hundred percent (100%) of the total bid, respectively, and in the form prescribed for use by the Town of Paradise. The bonds shall be provided to the Town at the time of execution of contract.

The payment of prevailing wage rates apply to this public works project. Pursuant to Labor Code Section 1770 et seq, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at Town of Paradise and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

In its sole discretion, the Town of Paradise or its designee may reject any and all bids presented, may accept an item or group of items of any bid, may modify or cancel in whole or in part the notice inviting bids, and may determine to re-advertise for bids. Similarly, the Town Council or its designee reserves the right to waive informalities and non-material irregularities in any bids received.

If two or more bids received are for the same total amount or unit price, quality and service being equal, the Town Council or its designee may accept the one it chooses or accept the lowest bid made after negotiation with tie bidders.

The officer or employee conducting the bidding procedure shall present the bid tabulation to the Town Council or its designee for consideration and award if deemed appropriate. The award shall be to the lowest responsible and responsive bid, if any.

Bids will be required to set forth the price of the items bid upon, the total sales and use taxes that will be due on the purchase or use of the items bid upon, and a total figure for the price plus tax. Any difference between the taxes shown on the bid as the total figure and that actually due shall be the responsibility of the bidder.

No charge for delivery, shipping, parcel post, packing, insurance, license fees, permits, or for any other purpose will be paid by the Town of Paradise unless expressly included and itemized in the bid.

The Town of Paradise affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

Five (5) percent of the total contract amount shall be retained by the Town until 35 days after the notice of completion, at which time the retention amount shall be paid to the contractor.

Pursuant to Section 22300, Public Contracts Code, the Contractor may elect to receive one hundred percent (100%) of payments due under the contract from time to time without retention of any portion of the payment by the public agency in accordance with the provisions of Section 22300 of the Public Contracts Code. Such securities, if deposited by the Contractor, shall be valued by the public agency's finance director (treasurer), whose decision on valuation of the securities shall be final.

Technical questions should be directed to Keith Castillo at (530) 872-6264 x333.

Town of Paradise

Town Manager: _____

Dated: July 31, 2015

Bids Open: 10:00 AM – August 25, 2015

Published: August 5, 2015

Paradise Post

Town of Paradise
Department of Public Works
Special Provisions

Contract No. 15-12, Fire Engine Exhaust Removal Project
in the
Town of Paradise, County of Butte, State of California

SECTION 1. GENERAL

1-1. Standard Specifications and Standard Plans

The work embraced herein shall be done in accordance with the 2013 California Building Code.

1-2. Definitions and Terminology

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:

COUNTY: The County of Butte

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

FACILITIES MANAGER: The Town Public Works Manager of the Town of Paradise.

BUILDING OFFICIAL: Building Official shall mean the Town Building Official of the Town of Paradise or their authorized agents.

Whenever the term "Owner", "Agency", "State", "City" or "Board" is used in these Contract Documents, it shall be understood to mean the Town of Paradise.

Other terms appearing in the Standard Specifications and these Special Provisions shall have the intent and meaning specified in Section 1, Definition of Terms of the Standard Specifications.

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

The Standard Plan details, Town of Paradise Standard Details, and other special details applicable to this contract include, but are not limited to, those in the Appendix. The Revised Standard Plans (RSP) and New Standard Plans (NSP) which apply to this contract are referenced on either the Plans or the Technical Specifications.

1-3. Description of Project

The work to be done and referred to herein is the Fire Engine Exhaust Removal Project, in the Town of Paradise, Butte County, State of California, in general as follows:

Perform all necessary work to Fire Station #81 and #82, including installation of complete fire engine exhaust removal system to meet 2013 Edition NFPA 1500 9-1.5, OSHA, NIOSH, and FEMA standards.

1-4. Site Investigation and Representation

Contractor may contact Keith Castillo at (530) 872-6264 x333 to schedule a site visit for the two project

location sites.

The Contractor acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, drainage courses, or similar physical conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters that can in any way affect the work or the cost thereof under this Contract.

The Contractor further acknowledges that he has satisfied himself 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 him by the Owner, as well as from information presented by the Plans and Specifications made a part of this Contract. Any failure by the Contractor to acquaint himself with all the available information will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the work.

1-5. Construction Limits

The Contractor shall confine his or her operations to the designated property, road rights-of-way, and existing easements as designated on the specifications.

SECTION 2. PROPOSAL AND CONTRACT REQUIREMENTS

2-1. Proposal Format

Each proposal must be submitted in a sealed envelope, addressed to the Town of Paradise, 5555 Skyway, Paradise, CA 95969-4931, where bids will be received by the Town as stated in the Advertisement for Bids. Each sealed envelope containing a Proposal must be plainly marked on the outside as **Fire Engine Exhaust Removal Project** and the envelope should bear on the outside the name of the Bidder and its, his or her address.

All proposals must be made on the required Proposal form(s). All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Proposal form must be fully completed and executed when submitted. Any corrections to entries made on Proposal forms must be initialed by the person signing the Proposal. In case of discrepancy between words and figures, words will prevail. Only one copy of the Proposal form is required. The Proposal form, the Proposal Guarantee, and the List of Subcontractors and the Experience Statement must be included to constitute a complete Proposal. Other Contract Documents do not need to be included with the Proposal.

The Town of Paradise may waive any informalities or minor defects or reject any and all Proposals. Any proposal may be withdrawn either personally or by telegraphic or written request prior to the above scheduled time for the opening of Proposals or authorized postponement thereof. Modifications to Proposals already submitted will be allowed if received in writing or by telegram prior to the time fixed in the Advertisement of Bids for opening of Proposals. Any Proposal received after the time and date specified shall not be accepted or considered. No Bidder may withdraw a Proposal within 60 days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Town and the Bidder.

2-2. Bidders' Understanding

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the Contract Documents. After Proposals have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder of any obligation in respect to its, his or her Proposal.

The Contract Documents contain the conditions of the agreement and the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Town or any other person or source shall not affect the risks or obligations assumed by the contractor or relieve it, him or her from fulfilling any of the conditions of the Contract Documents.

2-3. Addenda and Explanations to Bidders

Any explanation regarding the meaning or interpretation of Plans, Specifications, or other Contract Documents must be requested in writing, with sufficient allowance of time for receipt of reply before the time set for opening of Proposals. Any such explanations or interpretations shall be made in the form of Addenda to the Documents and shall be furnished to all Bidders, who shall acknowledge receipt of all Addenda in their Proposals. Oral explanations and interpretations shall not be binding.

When obtaining and making payment for the Bid Book, bidder shall sign a bidders list, and provide contact information (address, fax number, email address and phone number) for the sole purpose of providing any addenda for the project. Bidder should put the contact information of where addenda should be sent/received.

Confirmation of bidder accepting addenda is required.

2-4. Proposal Guarantee

Each Proposal must be accompanied by a Proposal Guarantee, consisting of either cash, a bid bond payable to the Owner, or a certified check in the name of the Town. The Proposal Guarantee shall be in the amount of

ten percent (10%) of the total amount of the Proposal. As soon as the Bid prices have been compared, the Town will return the Proposal Guarantee of all except the three lowest responsible Bidders. When the agreement is executed, the Proposal Guarantees will be returned. Unless specifically requested by Bidders, Bid Bonds will not be returned, but will be considered void when Proposal Guarantees would have otherwise been returned. A Bidder's Bond will be accepted only if it is made out on either the Bidder's bond form enclosed with these Contract Documents or on a form that conforms to it.

A payment bond, performance bond and insurance, each in the amount of 100% of the total contract amount or as stipulated in the General Provisions, will be required for this Contract.

Attorneys-in-fact who sign bid bonds, payment bonds or performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

2-5. Award of Contract

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

Bid protests shall be made within seven calendar days of the bid opening and shall be delivered to the following address:

Town of Paradise
Department of Public Works
5555 Skyway
Paradise, CA 95969

The award of the contract, if it be awarded, will be to the lowest responsible, responsive bidder based upon the base bid, and any additive bid items chosen by the Town, whose bid complies with all the requirements prescribed.

If, at the time the contract is to be awarded, the total of the lowest acceptable Proposal exceeds the funds then estimated by the Town as available, the Town may reject all bids or take such other action as best serves the Town's interests. In any case, the Town reserves the right to reject all bids.

2-6. Execution Of Contract

The Bidder to whom the Contract is awarded will be required to execute the Agreement and obtain the performance bond, payment bond and insurance certificates as specified in the Contract Documents within ten (10) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement and bond forms. In case of failure of the Bidder to execute the Agreement, the Town may, at its option, consider the Bidder in default, in which case the Proposal Guarantee accompanying the Proposal shall become the property of the Town.

The Town, within ten (10) calendar days of receipt of an acceptable Performance Bond, Payment Bond, Agreement signed by the party to whom the Agreement was awarded, and insurance certificates naming the Town, its employees and officials as additional insured, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Town not execute the Agreement within such period, the Bidder may by written notice withdraw its, his or her signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Town.

The Town may make such investigations as it deems reasonably necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Town that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

2-7. Contract Bonds

Contractor shall provide, at the time of the execution of the agreement or contract for work and at his own expense, an admitted surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of said agreement. Contractor shall also provide, at the time of

the execution of the agreement or contract for the work, and at his own expense, a separate admitted surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with said agreement. Each bond shall be in the form included in these contract documents. Sureties on each of said bonds shall be satisfactory to the Town Attorney.

2-8. Guarantee of Work

Notwithstanding the acceptance of said work and improvements and inspection thereof by the Town, Contractor guarantees all of said work and shall perform or cause to be performed repairs, additions, or corrective work caused by the deficiency or omission of Contractor for one (1) year after the work has been completed and accepted by the Town. The Faithful Performance Bond herein provided shall cover the guarantee set forth in this paragraph.

SECTION 3. LEGAL REGULATIONS & RESPONSIBILITY TO THE PUBLIC

3-1. Laws to be Observed

The Contractor shall keep himself fully informed of all existing state and national laws and all municipal ordinances and regulations of the Town of Paradise which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

3-2. Labor Code & Prevailing Wage Requirements

Prevailing wage language under labor code 1770 et seq. The Contractor shall agree through the contract to comply with the provisions of the California Labor Code. For the purpose of this project, eight hours shall constitute a legal day's work.

The Contractor's attention is directed to section 1815 of the labor code regarding overtime pay and the requirement that a \$25 penalty will be levied for each workman for each calendar day during which the overtime pay provision is not met. The Contractor's attention is also directed to the requirements for travel and subsistence payments to all workmen needed to execute the Contract.

Subject to the limitations stated in said section, the Contractor shall comply with the apprenticeship provisions of Section 1777.5 of the Labor Code, including the training and hiring of apprentices.

It shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under him, to pay not less than the specified rates as listed in the "Notice to Contractors" to all laborers, workmen, and mechanics employed by them in the execution of the contract. The Contractor shall provide the Town with a certified copy of all payroll records in accordance with Section 1776 of the Labor Code.

3-3. Permits and Licenses

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. There will be no charge for the permits from the Town.

3-4. Indemnity

The Town of Paradise and all officers and employees thereof connected with the work, including but not limited to the Director and the Building Official, shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the work; for injury to or death of any person, either workmen or the public; or for damage to property from any cause which might have been prevented by the Contractor, or his workmen, or anyone employed by him.

The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person, including but not limited to workmen and the public, or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

The Contractor shall indemnify and save harmless the Town of Paradise and all officers and employees thereof connected with the work, including but not limited to the Director and the Building Official, from all claims, suits or actions of every name, kind and description, brought forth, or on account of, injuries to or death of any person, including but not limited to workmen and the public, or damage to property resulting from the performance of a contract, except as otherwise provided by statute. The duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

With respect to third party claims against the Contractor, the Contractor waives any and all rights to any type of express or implied indemnity against the Town, its officers or employees.

It is the intent of the parties that the Contractor will indemnify and hold harmless the Town, its officers and employees from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence on the part of the Town, the Contractor, the subcontractor or employee of any of these, other than the active negligence of the Town, its officers and employees.

3-5. Liability Insurance and Workmen's Compensation Insurance

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

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

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG0001), including products and completed operations.
2. Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 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: \$2,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 or more per accident for bodily injury or disease.

Any deductibles or self-insured retention 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 shall contain, or be endorsed to contain, the following provisions:

1. The Town, its officers, officials, employees, and volunteers shall be covered as additional 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 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 provision:

1. The Town shall be named as loss payee.

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 effecting 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 for subcontractors shall be subject to all of the requirements stated herein.

All liability insurance policies shall be maintained for the duration of project construction and for 3 years after completion of the project.

Contractor hereby agrees to waive rights of subrogation that any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Town for all work performed by the Contractor, its employees, agents and subcontractors.

3-6. Examination and Audit

Notwithstanding any other provision of law, every contract involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000) entered into by any State agency, board, commission, or department, or by any other public entity, including a Town, County, or District, shall be subject to the examination and audit of the State Auditor, at the request of the public entity or as part of any audit of the public entity, for a period of three (3) years after final payment under the contract. Contractor shall also be subject to examination and audit for the same time period.

SECTION 4. CONTROL OF THE WORK

4-1. General

The contractor shall comply with all current editions of the 2013 California Building Code.

4-2. Intent of Plans and Specifications

These Special Provisions, the Plans, the Standard Specifications, and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be cooperative, to describe and to provide for a complete work. Plans shall govern over Standard Specifications, and Special Provisions shall govern over both Plans and Standard Specifications.

4-3. Subcontracting

Attention is directed to the provisions in Section 5-1.13, "Subcontracting" of the Standard Specifications. The "Subletting and Subcontracting Fair Practices Act" (Public Contract Code Section 4100 through and including 4114, inclusive) shall apply to the work the subject of this invitation. Said Act requires subcontractors, if used for such work, to be listed and identified in the prime contractor's proposal. It further prohibits the substitution of subcontractors, except as therein specifically authorized (Section 4107 and 4107.5); said Act provides that if the prime contractor fails to specify a subcontractor or specifies more than one subcontractor for the same portion of the work to be performed, in excess of one-half of one percent of the prime contractor's total bid or \$10,000, whichever is greater, under those circumstances, it shall be presumed that the prime contractor agrees that he is fully qualified to perform the work himself and that he shall perform the work himself. Each bidder shall, with respect to the work the subject of this invitation, list in his proposal:

- A. The name and location of the place of business of each subcontractor who will perform work or labor or render services to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid.
- B. The portion of the work which will be done by each such subcontractor. One subcontractor shall be listed for each such portion.

4-4. Vandalism

The Contractor is responsible for the protection of the entire jobsite. Any additional security measures required to protect against vandalism will be included in the respective individual items and no additional compensation will be allowed.

Full compensation for vandalism control shall be considered as included in the contract price paid for the various items of work and no additional compensation will be allowed therefor.

4-5. Inspections

The Contractor shall notify The Town of Paradise's Building Official to request inspections as need. To request an inspection please call (530) 872-6287. A 24 hour notice is required and no inspections will be performed on Fridays. Time for Completion" and liquidated damages, if any, will be considered to be the date of Contractor's first written completion notice, provided that, in the Building Official's judgment, the work is substantially complete and operational at that time.

SECTION 5. PROGRESS OF THE WORK, LIQUIDATED DAMAGES AND CONTRACT TIME

5-1. Pre-Construction requirements

Prior to the issuance of the Notice to Proceed, the Contractor shall provide the following items to The Town:

- Schedule
- 24-hour Emergency Contact Information

5-2. Prosecution of Work

The Town will issue a Notice to Proceed to the Contractor after the contracts have been fully executed. The Contractor shall diligently prosecute the work to completion before the expiration of the number of working days provided herein.

5-3. Liquidated Damages

Should the Contractor fail to complete all work under the contract within the time provided therefore, he shall pay to the Town the sum of two hundred fifty dollars (\$250) for each calendar day delay in finishing the work beyond such contract period, all in accordance with Section 8-1.10 of the Standard Specifications. The Town may deduct such payment from the amounts due the Contractor under the contract.

5-4. Time for Completion

All work under this contract shall be completed within a maximum of ten (10) working days from the date stated in the Notice to Proceed as the date to start work.

5-5. Working Hours Restrictions

Work on Saturdays, Sundays, or Holidays will not be allowed, unless approved in advance by the Building Official and the Contractor is willing to pay the fully burdened rate for the Town inspection costs. The Contractor shall decide the working hours for General work for the project. The Contractor shall notify the Building Official and Facilities Manager in writing of his work schedule including hours to be worked and days off. The Contractor's representative shall be available at the work site during the hours indicated in the work schedule. The work schedule will be used by the Building Official and Facilities Manager to schedule construction observation. No work shall be permitted outside the hours and days indicated by the schedule unless otherwise approved by the Building Official.

5-6. Extension of Contract Time

If the Contractor finds it impossible, for reasons beyond his control, to complete the work within the contract time as specified or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time, as extended, make a written request to the Building Official for an extension of time, setting forth therein the complete facts which he believes will justify the granting of such request.

The Contractor's pleas that insufficient time was originally specified shall not constitute a valid reason for extension of contract time. If the Building Official determines that the prosecution of the work was delayed or hampered by conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as conditions may justify. Such extended time for completion shall then be in full force and effect the same as though it were the original time for completion.

Suspension of work by the Building Official, or extension of the contract time, shall not constitute grounds for any claims by the Contractor for damages or extra compensation, but the period of such suspensions or extensions shall be taken into consideration in determining the time for completion, as herein provided. When final acceptance has been duly made by the Building Official, the daily time charge will cease.

Any dispute hereunder shall be considered pursuant to the Standard Specifications, and the Contractor shall give immediate notice to the Building Official, along with all pertinent facts relative to such dispute.

SECTION 6. PAYMENT

6-1. General

Payment will be made on the basis of the unit prices bid for the various items of work and the quantities of such items completed, and measured in accordance with these Special Provisions.

The prices bid for the various items of work, as listed on the bid schedule, shall be full compensation for furnishing all labor, tools, equipment, materials, and services required by the Plans, these Special Provisions, and the Standard Specifications, to provide a complete work serviceable in all respects. Unless otherwise noted on the plans or specified in these Special Provisions, no additional compensation will be made for incidental work identified in the Plans, these Special Provisions, or the Standard Specifications. Compensation for such incidental work shall be considered included in the price or prices bid, for various related items of work, in the bid schedule.

6-2. Progress Payments

The Town will make monthly progress payments to the Contractor for the work under the contract. Such progress payments are not intended to imply acceptance of the work completed or to be accurate as to the quantities of work indicated, but to provide the Contractor with operating capital reasonably consistent with the amount of work completed and materials supplied.

The amounts of such progress payments will be based on the Building Official's Estimate of the quantities or portions of the work completed at the time of preparation of such estimate.

Upon Contractor's submittal of documentation of the amounts paid for acceptable materials furnished at the site, but not yet installed, the cost of such materials will be compensated in the progress payments, to a maximum of fifty percent (50%) of the associated bid price.

A retention of five percent (5%) of the total value of the work completed to date will be made from the amount due on each progress payment for partial security for fulfillment of the contract. At the Contractor's request and at contractors expense, he may offer to substitute securities within the meaning of Section 22300 of the Public Contract Code in an amount equivalent to the amount withheld, to wit, bank or savings and loan certificates of deposit. This option is available to the Contractor as provided by Section 22300 of the Public Contract Code and must be initiated by him by request and at his sole cost and expense, and upon such request, Town shall permit the substitution of securities equivalent to the amount withheld to ensure satisfactory completion and fulfillment of the contract. Contractor shall remain the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon during the period of retention.

Such securities shall be released to Contractor upon satisfactory completion of the contract, to wit, thirty-five (35) days from and after the Notice of Completion.

The securities deposited by Contractor as substitution for funds withheld shall be deposited with Town pursuant to the provisions of Section 22300 of the Public Contract Code and shall be ultimately released at the conclusion and satisfactory completion of the contract as herein provided for.

6-3. Final Payment

The Building Official and Facilities Manager will, after completion of the work, make a final estimate of the amount of work done thereunder, and the value of such work, and the Town will pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final pay estimate and payment. The final payment will not be due and payable until the expiration of thirty-five (35) days from the date of recordation of the notice of acceptance of completion in the Office of the County Recorder of Butte County.

It is mutually agreed between the parties to the contract that no payments made under the contract shall be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the Town, and no payment shall be construed to be acceptance of any defective work or improper material.

6-4. Force Account Payment

The second paragraph of Section 9-1.03A, "Work Performed by Contractor," is amended to read:

To the total of the direct costs computed as provided in Sections 9-1.03A(1), "Labor," 9-1.03A(2), "Materials," and 9-1.03A(3), "Equipment Rental," there will be added a markup of fifteen percent (15%) to the cost of labor, twelve percent (12%) to the cost of materials, and twelve percent (12%) to the equipment rental.

Section 9-1.03A(1b), "Labor Surcharge," is amended to read:

9-1.03A(1b) Labor Surcharge – To the actual wages, as defined in Section 9-1.03A(1a), will be added a labor surcharge of fifteen percent (15%). Said labor surcharge shall constitute full compensation for all payments imposed by State and Federal laws and for all payments made to, or on behalf of, the workmen, other than actual wages as defined in Section 9-1.03A(1a) and subsistence and travel allowance as specified in Section 9-1.03A(1c).

SECTION 7. SAFETY PRECAUTIONS, MOBILITY & NOTIFICATION

7-1. Safety

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

Safety provisions shall conform to all applicable Federal, State, County, and Local laws and provisions

The work site shall be maintained in a safe and secure condition. All work shall be accomplished in accordance with CAL-OSHA regulations and requirements.

The Contractor shall maintain at its, his or her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the job site.

The duty of the Building Official and Facility Manager to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on or near the construction site.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Building Official and the Owner. In addition, the Contractor must promptly report in writing to the Building Official all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to the site, giving full details and statements of witnesses.

7-2. Preservation of Property

Due care shall be exercised to avoid injury to existing facilities.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in protecting or repairing property as specified in these Special Provisions shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

SECTION 8. QUANTITIES AND CONTROL OF MATERIALS

8-1. Quantities

The estimate of the quantities of work to be done and materials to be furnished are approximate only, being given as a basis for the comparison of bids, and the Town 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 that may be deemed necessary or expedient by the Building Official.

8-2. Materials

All materials required to complete the work under the contract shall be furnished by the Contractor, except such as is mentioned in these special provisions to be furnished by the Town.

SECTION 9. FIRE ENGINE EXHAUST REMOVAL SYSTEM

9-1. Quantities

Contractor shall provide all labor and materials to install the AIRVAC 991 Engine Exhaust Removal System, or approved equal, at each location.

9-2. AIRVAC 911 Specification

All materials required to complete the work under the contract shall be furnished by the Contractor.

MODEL:

AIRVAC 911®, VERTICAL AIR FLOW DESIGN, CEILING HUNG, RE-CIRCULATING AIR FILTRATION SYSTEM. MANUFACTURED BY: AIR VACUUM CORPORATION, 6 FARADAY DRIVE, DOVER, NH 03820.

FILTRATION:

"4-STAGE" FILTER PACK. ALL FILTERS ARE INDUSTRY STANDARD SIZED, UL TESTED & CERTIFIED.

PRE-FILTER (STAGE 1):

24" X 24" X 1". 3-PLY POLYESTER CONSTRUCTION. TWO LAYERS OF 16/40 DUAL DENIER POLY FIBERS WITH A FINAL DUST CATCHING ADHESIVE LAYER. SELF-SEALING FILTER WITH PRE-INSTALLED INTERNAL HEAVY GAGE WIRE FRAME. PERFORMANCE BASED ON A.S.H.R.A.E. 52.1-1992 TEST METHOD. CLASSIFIED AS A UL CLASS 2 FILTER, ACCORDING TO UL STANDARD 900 AND CAN 4-S111.

MAIN MEDIA FILTER (STAGE 2):

24" X 24" X 6". "HEPA MAX 3000" HIGH EFFICIENCY PARTICULATE AIR FILTER. DOP TESTED WITH 0.3 MICROMETER SIZED PARTICLES TO HAVE A MINIMUM EFFICIENCY OF UP TO 95% AND EXCEEDS THE MAXIMUM EFFICIENCY OF 98% ASHRAE 52.1 TESTED FILTERS. CONSISTS OF A PLEATED MEDIA PACK ENCLOSED WITHIN A GALVANIZED STEEL FRAME ASSEMBLY. ULTRA-FINE FIBERGLASS MEDIA FORMED IN A SERIES OF PLEATS SEPERATED BY CORRUGATED ALUMINUN DIVIDERS TO MAINTAIN UNIFORM SPACING BETWEEN EACH PLEAT FOR OPTIMAL AIRFLOW. CLASSIFIED CLASS 2 ACCORDING TO U.L. STANDARD 900 AND IS CLASSIFIED MERV 16 IN ACCORDANCE WITH ASHRAE STANDARD 52.2. FOR INSTALLATION SAFETY, TOTAL WEIGHT NOT TO EXCEED 16 LBS.

GAS-PHASE EXTRACTOR (STAGES 3&4):

ONE 24" X 24" X 4", "MULTISORB 3000" BLENDED GAS PHASE EXTRACTOR. 50/50 RESPIRATOR GRADE ACTIVATED CARBON GRANUALS EFFECT FOR REMOVAL OF HIGH WEIGHT MOLECULAR GASES WITHIN DIESEL EXHAUST (VOC'S, HYDROCARBONS, BENZENE, OCTANE, METHANOL AND MORE) AND POTASSIUM PERMANGANATE FOR REMOVAL OF LIGHT WEIGHT MOLECULAR GASES (SULFUR DIOXIDE, NITROGEN DIOXIDE, FORMALDEHYDE AND MORE). EACH FILTER IS CONSTRUCTED WITHIN A 24ga METAL FRAME WITH INTERNAL "HONEYCOMB" CONTAINMENT STRUCTURE. 50/50 BLEND EQUATES TO 14 LBS EACH. FOR INSTALLATION SAFETY, TOTAL WEIGHT NOT TO EXCEED 28 LBS.

CABINET CONSTRUCTION:

18 & 16 GAUGE, ALL WELDED STEEL CONSTRUCTION. 25" X 26" X 28" CUSTOM GRAY POWDER COAT PAINT FINISH. TWO HINGED ACCESS PANELS: ONE, TO THE FILTER BANK AND THE OTHER TO THE MOTOR/BLOWER UNIT. A "DWYER" MAGNEHELIC STATIC PRESSURE GAGE, ALLOWS USER TO VISUALLY CHECK ON THE STATUS OF THE FILTER BANK. FOUR HORIZONTAL & ADJUSTABLE AIRFLOW GRILLS. "QUICK LATCH" FILTER COMPARTMENT WHICH IS CAPABLE OF HOLDING UP TO 15" OF FILTRATION!

ELECTRICAL:

3/4 H.P., 1725 RPM, 115 VOLT SINGLE PHASE ELECTRIC MOTOR, 13.6 F.L. AMP., RESILIENT MOUNT, AUTOMATIC THERMAL PROTECTION. ELECTRIC MOTOR, RESILIENT MOUNT. ALL MOTORS ARE UL APPROVED. OPTIONS: UNITS AVAILABLE AT 230 VOLT, SINGLE PHASE, 6.8 F.L. AMP, ADD \$52 EA. UNIT, 230 VOLT (SINGLE PHASE) MOTOR USABLE AT 208 VOLT. 7.0 F.L. AMP.

BLOWER:

CONTINENTAL CENTRIFUGAL IMPELLER AND FUNNEL CONE. NON-METAL & CHEMICALLY RESISTANT.

AVEC CONTROL PANEL:

UL 508 CERTIFIED CUSTOM "AUTOMATIC VEHICLE EXHAUST CONTROL", MULTI-CIRCUIT AUTOMATIC RESET TIMER CONTROL. TWO CIRCUIT CONFIGURATIONS RATED AT 20 AMPS PER. TIMING RANGE OF .1 TO 120 MIN. ENCLOSED WITHIN A NEMA-4 RATED ENCLOSURE, NECESSARY FOR APPLICATIONS WHERE WATER IS PRESENT (WASHING OF VEHICLES). MANUAL THREE POSITION SWITCH FOR: AUTO MODE, SYSTEM OFF & SYSTEM RUN OVERRIDE. LED "OPERATING" LIGHT.

AUTOMATIC ACTIVATION SWITCHES:

(SEE ENCLOSURES) PHOTO ELECTRIC EYES ACTIVATE SYSTEM UPON VEHICLE MOVEMENT (OUTDOOR RANGES OF UP TO 200') AND MAGNETIC DOOR SWITCHES (ONE PER OVERHEAD DOOR).

9-3. Estimated Quantities

Below is an estimated list of quantities for the AIRVAC 911 system for each location. This list is for informational purposes only and items not included in this list, but required for the installation of the AIRVAC 911 system, or approved equal, shall be included in the lump sum contract price for Fire Engine Exhaust Removal System for each site.

Fire Station 81

| DESCRIPTION | QUANTITY |
|---|----------|
| AIR VAC-911 EXHAUST REMOVAL SYSTEM - Single Ph. 115V | 2 |
| AIR VAC-911 FILTER PACK (4-Stage Filter Pack, "Main Filters") | 2 |
| AIR VAC-911 FILTER GAUGE (Min. one per building section) | 1 |
| UL 508A CERTIFIED CONTROL PANEL - AVEC-2C | 1 |
| ACTIVATION PACKAGE - PB30TK 200' PHOTO EYE & | 2 |
| N505AUTM/STX01 TRACK MOUNTED DOOR SWITCH | 4 |
| PREFILTERS (12 Per Box/Case) | 12 |
| ESTIMATED INSTALLATION "TURN-KEY" & DELIVERED | 2 |

Fire Station 82

| DESCRIPTION | QUANTITY |
|---|----------|
| AIR VAC-911 EXHAUST REMOVAL SYSTEM - Single Ph. 115V | 1 |
| AIR VAC-911 FILTER PACK (4-Stage Filter Pack, "Main Filters") | 1 |
| AIR VAC-911 FILTER GAUGE (Min. one per building section) | 1 |
| UL 508A CERTIFIED CONTROL PANEL - AVEC-2C | 1 |
| ACTIVATION PACKAGE - PB30TK 200' PHOTO EYE & | 2 |
| N505AUTM/STX01 TRACK MOUNTED DOOR SWITCH | 2 |
| PREFILTERS (12 Per Box/Case) | 12 |
| ESTIMATED INSTALLATION "TURN-KEY" & DELIVERED | 1 |

9-4. Measurement and Payment

Full compensation for furnishing and installing the fire engine exhaust removal system shall be considered as included in the contract price paid per lump sum for each project site. Compensation includes all associated parts, labor, materials to facilitate installation of the system and no additional compensation will be made therefor.

Town of Paradise
Department of Public Works
Proposal to the Town of Paradise

Contract No. 15-12, Fire Engine Exhaust Removal Project

in the

Town of Paradise, County of Butte, State of California

Name of Bidder: _____

Title: _____

Signature of Bidder: _____

Company Name: _____

Contractor License No.: _____ Classification: _____

Business Address: _____

Telephone Number: () _____

Fax Number: () _____

Place of Residence: _____

The work to be done and referred to herein is in Paradise, California, and shall be constructed in accordance with the Special Provisions (including the payment of not less than the minimum wage rates set forth therein) and the contract annexed hereto and also in accordance with the Standard Plans dated 2010, the Standard Specifications dated 2010, the wage rates of the General Prevailing Wage Rates of the Department of Transportation, and the equipment rental rate and labor surcharge portions of the publication entitled "Labor Surcharges and Equipment Rental Rates" in effect on the date the work is accomplished.

The Notice to Bidders, Special Provisions, Bid Documents, Contract Forms, and Attachments for the work are dated July 31, 2015 and are entitled:

Contract Specifications and Bid Book

for

Fire Engine Exhaust Removal Project

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and 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, if the amount set forth as an item price is ambiguous, unintelligible 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:

- A. As to lump sum items, the amount set forth in the "Total" column shall be the item price.
- B. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

Note: There are no unit basis items within this contract.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the Town of Paradise, and that discretion will be exercised in the manner deemed by the Town of Paradise to best protect the public interest in the prompt and economical completion of the work. The Town reserves the right to reject all bids.

The award of the contract, if it be awarded, will be to the lowest responsible, responsive bidder based upon the base bid and any additive bid items chosen by the Town, whose bid complies with all the requirements prescribed.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and to furnish the two bonds in the sums to be determined as aforesaid with surety satisfaction to the Town of Paradise, within ten (10) days, not including Sundays and legal holidays, after the bidder has received notice from the Town Building Official that the contract has been awarded, the Town of Paradise, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Town of Paradise.

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, and in submitting this proposal the undersigned bidder agrees that if it is determined that he is the successful bidder, he will execute the attached non-collusion affidavit, that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to, and he proposes and agrees, if this proposal is accepted, that he will contract with the Town of Paradise in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Building Official as therein set forth, and that he will take in full payment therefor the prices set forth in the Bid Item List, to wit:

Bid Item List

for

Contract No. 15-12, Fire Engine Exhaust Removal Project

| Bid Item | Item Description | Unit of Measure | Estimated Quantity | Unit Price | Total Amount |
|--------------------|--|------------------------|---------------------------|-------------------|---------------------|
| 1 | Fire Exhaust Removal System (Station 81) | LS | 1 | | |
| 2 | Fire Exhaust Removal System (Station 82) | LS | 1 | | |
| TOTAL BID = | | | | | |

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").

Bidder's Contractor's License Number is as follows:
_____.

The expiration date of Bidder's Contractor's License is:
_____.

Bidder acknowledges that Section 7028.15(e) of the Business and Professions Code provides as follow.

"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 _____, 2015 at Paradise, California.

Signature

Typed Name

Title

Name of Bidder/Company

Experience Statement

Set forth all comparable jobs awarded to bidder within the last (3) 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.

List of Subcontractors

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by Section 3-6, "Subcontracting" of the Special Provisions. Failure of the bidder to specify a subcontractor for any portion of the work to be performed under the contract constitutes an agreement by the bidder to perform that portion of the work him/herself.

Name: _____

Address: _____

Contractor License No.: _____
Item(s) and Percentage(s) of Work Performed: _____

Name: _____

Address: _____

Contractor License No.: _____
Item(s) and Percentage(s) of Work Performed: _____

Name: _____

Address: _____

Contractor License No.: _____
Item(s) and Percentage(s) of Work Performed: _____

Name: _____

Address: _____

Contractor License No.: _____
Item(s) and Percentage(s) of Work Performed: _____

Name: _____

Address: _____

Contractor License No.: _____
Item(s) and Percentage(s) of Work Performed: _____

IF ADDITIONAL SPACE IS REQUIRED, PLEASE MAKE COPIES OF THIS PAGE OR CONTINUE ON REVERSE SIDE.
THIS LIST MUST BE SUBMITTED WITH BID PROPOSAL.

THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL.

Public Contract Code Statements & Questionnaire

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.

Non-Collusion Affidavit

To be executed by the Bidder and submitted with the Bid

_____, being first duly sworn, deposes and says that he/she is _____ of _____, the party making the foregoing bid, 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 or 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/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.

Equal Employment Opportunity Certification

The bidder _____, proposed subcontractor _____, hereby certifies that he has ___ has not ___, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor [41 CFR 60-1.7(b)(1)], and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Labor Code Section 1861 Certification

State of California, Town of Paradise SS

I, the undersigned, do hereby certify:

That I am aware of the provisions of Section 3700 of the Labor Code of the State of California, which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Executed at _____

On _____

(Date)

I CERTIFY under the penalty of perjury that the foregoing is true and correct.

Signature of Contractor-Employer

Certificate of Acknowledgement

State of California, Town of Paradise SS

On this _____ day of _____ in the year 2015 before me

_____, personally appeared

Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

Notary Public

Bid Signature Page

Accompanying this bid is _____ in amount equal to at least ten percent of the total of the bid.

(NOTICE: INSERT THE WORDS "CASH (\$ _____)," "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

The names of all persons interested in the foregoing bid as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person 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 copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Licensed in conformance with an act providing for the registration of Contractors,

License No. _____ Classification(s): _____

ADDENDA: The undersigned, as bidder, declares that he/she has received Addendum Nos.

_____, _____, _____, _____, _____, _____, _____.

(Fill in addenda numbers if addenda have been received and insert, in this Bid, any Building Official's Estimate sheets that were received as part of the addenda.)

WARNING: If an addendum or addenda have been issued by the Department and not noted above as being received by the bidder, this bid may be rejected. Attention is directed to Section 2 for Addenda protocol and provisions.

By my signature on this bid I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this bid I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____



Signature, Name and Title of Bidder

Business Address _____

Place of Business _____

Place of Residence _____

Town of Paradise
Department of Public Works
Bidder's Bond

Fire Engine Exhaust Removal Project
Contract No. 15-12

We, _____, as Principal, and _____, as Surety, are bound unto the Town of Paradise, Department of Public Works, hereafter referred to as "Obligee," in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee for **Fire Engine Exhaust Removal Project** for which bids are to be opened at Town of Paradise, 5555 Skyway, Paradise, California, on _____.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the Notice to Contractors, Special Provisions, Proposals, and Contract for this work, 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 two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials is provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

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

Dated: _____, 2015

By: _____

By: _____

Town of Paradise
Department of Public Works
Contract Forms

Contract No. 15-12, Fire Engine Exhaust Removal Project

in the

Town of Paradise, County of Butte, State of California

NOT TO BE COMPLETED WITH BID

Town of Paradise
Department of Public Works
Owner-Contractor Agreement

Contract No. 15-12, Fire Engine Exhaust Removal Project

THIS AGREEMENT, is made and concluded this _____ day of _____, 2015, in triplicate, between the Town of Paradise ("Town"), and _____, ("Contractor"), party of the second part.

ARTICLE I. – WITNESSETH, That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Town, and under the conditions expressed in the two (2) bonds, bearing even date with these presents, and hereunto annexed, the Contractor agrees, at Contractor's own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by the Town, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the Town, the work described in the special provisions and the project plans described below, including any addenda thereto, and also in conformance with the California Department of Transportation Standard Plans, dated 2010, the Standard Specifications, dated 2010 (within the Caltrans Standard Specifications, the word "Department" shall mean the "Town") and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said special provisions, project plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The Notice to Bidders, Special Provisions, Bid Documents, Contract Forms, and Attachments for the work are dated April 9, 2015 and are entitled:

Contract Specifications and Bid Book
for
Fire Engine Exhaust Removal Project

Which are hereby made part of this agreement.

ARTICLE II. – The said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Town of Paradise and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications

ARTICLE III. – The Town hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV. – By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this agreement.

ARTICLE V. – It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid of the Contractor, then this instrument shall control

and nothing herein shall be considered as an acceptance of the terms of the bid conflicting herewith.

ARTICLE VI. – The Town of Paradise hereby employs Contractor to provide material and to do the work according to the terms and conditions herein contained and referred to for the following prices to be paid at the time, in the manner and upon the conditions hereinafter set forth.

ARTICLE VII. – The improvement contemplated in the performance of this agreement is an improvement over which the Town of Paradise shall exercise general supervision.

ARTICLE VIII. – The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this agreement. It is further expressly agreed, by and between the terms of this instrument and the bid of the Contractor, that this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of the bid conflicting herewith.

Contract Bid Items
for
Contract No. 15-12, Fire Engine Exhaust Removal Project

| Bid Item | Item Description | Unit of Measure | Estimated Quantity | Unit Price | Total Amount |
|--------------------|--|-----------------|--------------------|------------|--------------|
| 1 | Fire Exhaust Removal System (Station 81) | LS | 1 | | |
| 2 | Fire Exhaust Removal System (Station 82) | LS | 1 | | |
| TOTAL BID = | | | | | |

ARTICLE IX. – Notwithstanding any other provision, all claims by the contractor for \$375,000 or less against the Town shall be subject to the procedures set forth in Public Contract Code sections 20104 to 20104.8; 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.

IN WITNESS WHEREOF, The parties to these presents have hereunto set their hands the year and date first above written

TOWN OF PARADISE

By _____
Lauren Gill,
Town Manager

By _____
Contractor

Licensed in accordance with an act providing for the registration of contractors,

License No. _____

Federal Employer Identification Number _____

Approved and certified as being in conformance with the requirements of the Public Contract Code Section 20160 et seq.

Dwight L. Moore, Town Attorney

Approved Effective _____

Town of Paradise
Department of Public Works
Bond of Faithful Performance

Contract No. 15-12, Fire Engine Exhaust Removal Project

KNOW ALL MEN BY THESE PRESENTS, THAT WE, _____, the Contractor in the contract hereto annexed, as principal, and _____, as surety, are held and firmly bound unto the Town of Paradise in the sum of _____ (\$_____) lawful money of the United States, for which payments, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, sealed and dated _____.

The condition of the above obligation is that if said principal, as Contractor in the contract hereto annexed, shall faithfully perform each and all of the conditions of said contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Town, necessary to perform and complete, and to perform and complete in a good workmanlike manner, the work of **Fire Engine Exhaust Removal Project**, in strict conformity with the terms and conditions set forth in the contract hereto annexed, then this obligation shall be null and void, otherwise to remain in full force and effect, and that said surety, for value received, hereby stipulates and agrees 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 specifications accompanying the same, shall in any wise affect its obligations on this bond, and it does hereby waive 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.

Surety further agrees, in case suit is brought upon this bond, that it will pay, in addition to the basic obligation herein, a reasonable attorney's fee to be awarded and fixed by the Court and to be taxed as costs and to be included in the judgment therein rendered.

Contractor

Surety

Approved as to form:

Town Attorney
Town of Paradise

Town of Paradise
Department of Public Works
Payment Bond
(Section 3247, Civil Code)

Contract No. 15-12, Fire Engine Exhaust Removal Project

WHEREAS, the Town of Paradise, Department of Public Works, hereafter referred to as "Obligee," has awarded to Contractor, _____, hereinafter referred to as "Principal," a contract for the work described as follows: **Fire Engine Exhaust Removal Project**.

AND, WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ (\$_____) for which payment we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

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

Dated: _____, 2015

By: _____
Principal

By: _____
Attorney-in-Fact