



REQUEST FOR PROPOSAL

BID NO. 988-0307-19C

MEDIAN COLORED STAMPED
CONCRETE INSTALLATION

BID DUE DATE: 2 PM, MARCH 7, 2019

I. GENERAL CONDITIONS

1. **General Information** - The Public Works Department of the City of Antioch, California, will receive bid responses at its office located at [1201 W. 4th Street, Antioch, CA 94509](#) on March 7, 2019 at 2 PM.

Questions relating to specifications or technical questions must be submitted via email to publicworks@ci.antioch.ca.us. Bidders are **NOT** to pursue City staff by telephone or in person.

2. **Form of Bid** - The bid shall be made on the attached bidder's proposal form. If the form is deemed inadequate, additional information may be submitted with the proposal, via an attachment of catalogs, drawings, photographs, or a letter. Letters repeating prices and details from the City's specifications must be omitted. Bids shall be made only on the designated bid form, properly executed, and enclosed in a sealed envelope bearing the name of the bidder, the bid number, bid due date, and bid title. Forms are available and may be secured by prospective bidders at the Department of Public Works at **1201 W 4th Street, Antioch, CA 94531**. Bids shall be written in ink, computer generated, or by typewriter. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the bid. Bids are to be verified before submission as they cannot be corrected or altered or signed after bids are opened.
3. **Interpretation of Bids** - Should a bidder find discrepancies in, or omissions from the specifications, or should bidder be in doubt as to their true meaning, bidder shall submit a formal request to the Public Works Department for an interpretation thereof **prior** to the bid opening to the attention of Maria Rayas at publicworks@ci.antioch.ca.us. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of, or change in the proposed documents will be made only by an addendum published on the City's website, and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations.
4. **Addenda** - Any addenda issued by the City during the time of bidding shall be covered in the bid and shall be made a part of the contract. It is the bidder responsibility to check the City of Antioch website, for any addenda that may have been issued prior to the bid/proposal due date.
www.ci.antioch.ca.us/CityGov/Finance/Purchasing/RFPs.htm,
5. **Bid Opening** - Bids shall be delivered to the Public Works Department of the City of Antioch located at [1201 W. 4th St. Antioch, 94509](#) on or before the day and hour set for the opening of bids. A bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening of bids.
6. **Late Bids** - Any bids received after the scheduled time of opening will be clocked in, but will not be opened or considered.
7. **No Bid** - If a bid is not made, the bid form must be returned and the reason for not bidding stated; otherwise the vendor's name will be removed from the bidders list. If a bid is submitted without an amount, it will not be considered.
8. **Award or Rejection** - The bid will be awarded to the lowest responsive and responsible bidder offering the best value to the City and will be announced by way of publishing to the City's website ([Bid Documents](#)). Best value is based on all factors, including: cost (unit prices and total prices); contractor's ability, capacity and skill; ability to perform within the time required; character, integrity, reputation, judgment, experience and efficiency of contractor; quality of contractor's performance on previous purchases or contracts, if applicable; and the ability of the contractor to provide future maintenance, repair, parts and services, if applicable. If within

the past two years, a contractor has had a contract terminated early by the City of Antioch then contractor is disqualified from bidding on any future projects for a two year period from the date of termination.

The City reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, or to waive any minor irregularities or informalities in the bid. It is anticipated that all items will be purchased, however the City reserves the right to change quantities prior to the award. Estimated quantities are no guarantee of a certain quantity to be ordered by City. The City reserves the right to make the award to the overall low bidder, or split the award amongst the bidders. If the bid is on an "all or nothing" basis, this must be stated on the bid form.

For the purpose of evaluating bids for multiple awards, the sum of \$175.00 is considered to be the administrative cost to the City for issuing and administering each contract awarded. Individual awards will be made for the items and combinations of items which result in the lowest aggregate price to the City, including such administrative cost.

- 9. Terms and Conditions** - The bidder shall not change the wording on the specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Any explanation or alternative offered shall be set forth in a letter attached to the front cover of the specifications. Alternatives which do not substantially comply with the City's specifications cannot be considered. Conditional bids cannot be accepted.
- 10. Brand Names-** The make or brand and grade of the article on which the bid is submitted should be stated on the bid form.
- 11. Payment Terms** - Must be indicated by filling in the proper blanks on the bid form. Cash discounts of less than 20 days will be considered net. The standard terms at the City of Antioch are Net 30 days.
- 12. FOB Point** - It is understood that the bidder agrees to deliver FOB Destination, with no freight charges to the City. All costs for packing, delivery, drayage, postage, freight, express, or for any other purpose are to be borne by the bidder.
- 13. Approved Equal – Brand names and numbers, when used, are for reference to indicate the character or quality desired.** The use of the name of a manufacturer, or any special brand or make, in describing any item in the bid documents does not restrict bidders to that manufacturer or specific article. An equal of the named product will be given due consideration if literature is submitted with the bid showing that the product is of equal or better quality and utility to that specified by the City. Determination of acceptability of any product shall be solely at the City's discretion.
- 14. Tax** - No bid shall include federal excise tax, inasmuch as the City is exempt per published IRS regulations concerning state/local governments. The City is obligated to pay applicable state sales or use taxes.
- 15. Samples** - When requested, bidders shall submit properly marked samples of the article(s) on which bid is made to the City. Any sample submitted must be clearly marked in such a manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) name of bidder, (2) number of bid, and (3) item number. Samples, when required, must be furnished free of expense to the City, and if not destroyed by tests, will upon request be returned at bidder's expense unless retained by City for future comparison.

- 16. Inspection** - All items furnished shall be subject to the inspection of the City, and unsuitable items may be rejected. Defective items shall be made good by the vendor in a manner satisfactory to the City.
- 17. Assignment** - No assignment by the contractor or any contract to be entered into hereunder or of any part thereof, except of funds to be received thereunder by the contractor, will be recognized by the City unless such assignment has had the prior written approval of the City.
- 18. Warranty** - Terms of any warranty offered by the manufacturer or the bidder shall be included with the bid. Contractor warrants all work done and goods provided under this Agreement shall at the minimum: a) meet all conditions of the Agreement; b) shall be free from all defects in design, material and workmanship; and 3) shall be fit for the purposes intended. If any defects occur within said 12 months following acceptance, Contractor shall be solely responsible for the correction of those defects.
- 19. Timely Delivery** – If indicated in the bid form, bidder shall indicate time of delivery as the number of calendar days following receipt of the order by the contractor to receipt of the goods or services by the City. Time of delivery may be a consideration in the award.

Time is of the essence, and the purchase order is subject to termination for failure to deliver on time. The acceptance by buyer of later performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor.

- 20. Liquidated Damages** – The City shall provide the Contractor a list of locations and description of concrete work needed. Contractor shall provide the City's Representative a weekly work schedule for the work requested with a completion date. If delivery does not occur on schedule it is understood that the City will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that the contractor shall pay to the City the sum of five hundred dollars (\$500.00) per day for each and every calendar days' delay in finishing the scheduled work.
- 21. Termination for Default** - The City may, by written notice of default to the vendor/contractor, terminate the contract in whole or in part should the vendor/contractor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the City reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor/contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the City. The prevailing market price shall be considered the fair repurchase price. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.
- 22. Termination for Convenience** - The City may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The City shall pay the vendor as full compensation for performance until such termination the unit or pro rate price for the delivered and accepted portion, and a reasonable amount, as costs of termination, not otherwise recoverable from other sources by the contractor as approved by the City, with respect to the undelivered or unaccepted portion of the order,

provided compensation hereunder shall in no event exceed the total price. In no event shall the City be liable for any loss of profits on the resulting order or portion thereof so terminated. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

23. Fiscal Year - Obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.

24. Equal Opportunity - Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation or any other prohibited basis under federal or state law, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

25. Business License – The City of Antioch requires that any contractor doing business within the city limits must hold a valid City of Antioch Business License prior to merchandise delivery (by vendor) or services provided.

26. Governing Law - This contract shall be construed and interpreted according to the laws of the State of California with venue for any action under this Agreement in Contra Costa County, California.

27. Liabilities -- Contractor shall indemnify, save and hold harmless from and defend the City, its officers, agents and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or liability arising from, or alleged to have arisen, from any acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Agreement, as it may be amended, except for the sole negligence or willful misconduct of City. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used in manufacture of such tools or equipment, constitutes an infringement of any patent issued by the United States. This entire indemnification provision shall survive termination or cancellation of this Agreement.

28. Right to Audit -- The City of Antioch reserves the right to verify, by examination of vendors' records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

29. Assignment -- In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

30. Surety Bonds – The Bidder is required to submit a bidder’s bond if included on the Bid Form. Unless stated to the contrary in the Detailed Specifications, Contractor is required to provide the following surety bonds from an admitted and authorized surety in California in the full amount of the work to be performed: **Bonds are NOT required for this contract.**

31. Prevailing Wage - Where labor is required for public work as part of this contract, pursuant to the provisions of the Labor Code of the State of California, contractors shall pay no less than the minimum wages established by the Director of the Department of Industrial Relations of the State of California.

To the extent applicable, Contractor shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages.

No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the work by the Contractor or any subcontractor doing or contracting to do any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed with, and available for inspection, at the City offices. Contractor shall post, at each job site, a copy of the prevailing rate of per diem wages. The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Contractor.

The City reserves the right to request and review the contractor’s payroll records in the form of certified payroll records. In the event certified payroll records are requested, they are to be submitted via email to publicworks@ci.antioch.ca.us. Furthermore, Contractor is to submit two sets: one complete and one redacted of private information [On the second copy the name, address and social security number of the individual employees must be redacted (blacked out).]

32. Appeals -- Any actual or prospective bidder, or contractor that has a grievance in connection with any City solicitation or award of contract may protest in writing pursuant to the provisions in Antioch Municipal Code section 3-4.03. Protestors are urged to seek resolution of their complaints initially with the using department.

33. Contract Documents - The work embraced herein shall be performed at the locations covered in this bid and in accordance with the current Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation. In addition to the State Specifications, the following will also apply: these Specifications; the Proposal; the Contract, required herein; any supplemental agreements amending or extending the work; working drawings or sketches clarifying or enlarging upon the work specified herein; and to pertinent portions of other documents included by reference thereto in these Specifications.

The Successful bidder shall be expected to agree to and comply with all terms addressed in the attached Sample Maintenance and Trade Services Agreement. The bidder shall not change the wording in the attached specifications or conditions. No words or comments shall be added to the general conditions or detailed specifications. Conditional bids cannot be accepted.

34. Insurance -- 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 agents, representatives, employees, or subcontractors.

All certificates and endorsements must be emailed to mrayas@ci.antioch.ca.us, with the name of the contract clearly identified on the certificates and endorsements AND annual renewals automatically be generated and emailed as instructed.

Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01), Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.

Minimum Limits of Insurance: Contractor shall maintain limits no less than:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, 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: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation: As required by the State of California.
4. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

Additional requirements if applicable:

5. Builder's Risk: Completed value of the project with no coinsurance penalty provisions for construction project.
6. Professional Liability: \$1,000,000 as needed for design/build and other professional services.
7. Contractor's Pollution Liability: \$1,000,000 per occurrence \$2,000,000 policy aggregate if hazardous materials are involved.

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

Other Insurance Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy 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 (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

2. *Primary Coverage.* For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
4. *Waiver of Subrogation.* Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Certificate of Insurance and Endorsements: Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable by City.

Verification of Coverage: Contractor shall furnish the Entity with original certificates and amendatory **endorsements** affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

II. SPECIFICATIONS

Customer Service & Quality Assurance

Any work or assigned duties that are not performed to our standards and/or contractual agreement may result in delay, reduction or discount at the contractor's expense. The judgment for reduced payment or discount shall be at the City's sole discretion. In addition, the City may move to the next lowest responsible bidder if the City is not happy with the services or communication supplied by the contractor. All complaints about services rendered will be processed by the Deputy Public Works Director or designee/s.

Contractor Will Provide

A safe and motivated crew capable of performing all work per specifications. After approval to start work the contractor is to supply the City representative with a work schedule that must include starting times, dates and locations. Contractor is to keep the City informed of working locations so that the City representative can inspect the work throughout the process. At least one crew member must speak English. All labor, equipment and materials are required to perform the work as specified in a safe and productive manner. Contractor will be responsible for onsite safety, traffic control and quality control. Contractor must abide by all CalTrans specified traffic control standards. All work must be in accordance with all state and local laws, codes and specifications. Workers to wear reflective vests at all times. Vehicles must be clearly labeled with company name and vehicles numbers.

Equipment & Supplies

Contractor agrees to provide and maintain all equipment required to perform all work per specifications. The contractor's equipment is to be of top quality and in good working order at all times. If the City or its designee requests replacement equipment due to poor quality or performance the contractor will replace the equipment at his/her own expense as soon as possible.

Hours Of Operation

The Contractor shall have a representative available to meet with City of Antioch personnel during the normal City working hours, which are 7:00 a.m. to 4:00 p.m., Monday through Friday, except holidays. Contractor may work on Fridays or Saturdays with prior permission from City representative. Per Antioch Municipal Code, Section 5-17-05, construction noise is limited on weekdays, no construction noise prior to 7:00 am and after 6:00 pm, and further limited to 8:00 am and 5:00 pm if within 300 feet of occupied dwellings.

Payments & Invoicing

Invoices must list the City issued purchase order number and work order number of the corresponding job. All information is to be provided in email format and hard copy if directed so.

With the request for payment each month, Contractor shall provide a list of areas completed. No payment will be made without completed work schedule for the month, and deficiencies noted and corrected. All information is to be provided in email format and hard copy if directed.

Contract Length & Effective Dates

This contract will be effective April 1, 2019, thru June 30, 2021.

Budget

The current estimate for the annual contract is \$200,000 to \$300,000 per fiscal year. Nonetheless, this is not a guarantee of work or that all funds will be used. All work for this contract will be on an as needed basis. Funding is subject to approval of annual budgets and subject to change.

Bonds

There are no bonds required for this project/contract.

Scheduling

The City shall provide Contractor a list with specific sizes and locations for items of work and/or related services 10 workdays in advance. Contractor shall provide the City's Representative a weekly work schedule for the work requested with a completion date. The contractor shall be subject to liquated damages if the contractor fails to complete the agreed upon scope and schedule in accordance with Section 20 above.

Scope Of Work

The price quoted shall include compliance with all specifications listed above, as well as the following specifications/construction details:

CONSTRUCTION DETAILS

SECTION C-1: GENERAL

The work shall generally consist of placement of colored stamped concrete in the median islands throughout the City and may include the removal and replacement of damaged colored stamped concrete and removal and replacement of damaged curb and gutter concrete as well; tree removal, stump grinding, root pruning as needed to install stamped concrete; and other miscellaneous concrete projects as needed.

The work shall be performed in various locations throughout the City of Antioch. Construction activities are expected to be performed along local roads, collectors and arterials. The Contractor shall be responsible for providing all necessary traffic control to perform work in any location at no additional cost to the City.

Repairs shall be performed from score line to score line. All work shall be of the form, grades, alignments, and dimensions shown on the City of Antioch Construction Details and as specified in the Standard Specifications, these Special Provisions, and as directed by the City's Representative.

SECTION C-2: TRAFFIC CONTROL

During all phases of work, public traffic shall be permitted to pass through the Contractor's operations at all times with as little inconvenience as possible. The Contractor shall maintain at least two ten-foot traffic lanes or one ten-foot traffic lane with two flagmen at all times. No detours are available and the full width of all streets shall be open to public traffic at the end of each working day.

All areas open to public traffic shall be kept free of loose materials. Driveway approaches and connections shall be crossed in such a manner that there will be as little inconvenience to public traffic as possible. The Contractor must provide sufficient barricades and flagmen to conduct the work in a safe manner, as determined by the City Representative. All barricades, which are to be placed overnight must be lighted.

Pedestrian access facilities shall be provided through construction areas within the right of way as specified herein. Pedestrian walkways shall be provided with surfacing of asphalt concrete, Portland cement concrete, or timber. Surface shall be skid-resistant and free of irregularities.

The Contractor shall notify the adjacent property owners a minimum of 48 hours prior to beginning work. Notification shall be in writing and the notification form used must be approved by the City Representative prior to distribution.

The Contractor shall post temporary 'No Parking' signs only within the construction limits area for that day a minimum of 48 hours in advance. The signs shall state the date and the time limits for no parking. The signs shall be removed immediately at the completion of the operation.

The Contractor shall be responsible for coordinating the removal of parked cars with the car owners or the Antioch Police Department at (925) 778-2441.

Attention is directed to the Standard Specifications: Section 4-1.04, "Detours", Section 7-1.08, "Public Convenience", Section 7-1.09, "Public Safety", Section 12-3.04, "Portable Delineators", Section 12-2.02, "Flagging Costs", and Section 8-1.05, "Temporary Suspension of Work", and these

Special Provisions.

Section 12-2.02 of the Standard Specifications is amended as follows:

The Contractor shall pay in full the cost of furnishing all flagmen, including transporting flagmen, to provide for passage of public traffic through the work.

The Contractor's attention is directed to the most recent editions of Caltrans' "Manual of Traffic Controls", and the "Work Area Traffic Control Handbook", as published by Building News, Inc. for a guide to sign placement, taper lengths, etc.

All vehicles involved with the Contractor's operations shall travel on City roadways only. Driveways, driveway approaches, and any private property shall not be used without prior written consent of the involved property owner, a dated copy of which shall be delivered to the City Representative prior to the use thereof.

The contract price paid for traffic control shall be considered as included in the prices paid for the various other items of work, and no additional compensation will be allowed therefore.

SECTION C-3: WATER POLLUTION CONTROL

Contractor shall comply with California's General Permit for Storm-water Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit) Order No. 2009-0009-DWQ as amended by Order No. 2010-0014-DWQ (NPDES No. CAS000002) issued by the State Water Resources Control Board (State Water Board), the Contractor shall be responsible for preparing, submitting and implementing a Water Pollution Control Plan (WPCP).

Full compensation for water pollution control, including all permit fees, labor, materials, tools, equipment and incidentals, and for doing all the work involved in preparing, implementing, inspecting, maintaining, removing, and disposing all aspects of the Water Pollution Control Plan complete and in place and all the work involved in complying with Construction General Permit, the Standard Specifications, the Special Provisions and as directed by the City Representative shall be considered as included in the contract price paid for the various contract items and no additional compensation will be allowed therefore.

SECTION C-4: CONCRETE CURB AND GUTTER

Concrete curb and gutter shall be removed and replaced in various locations as directed by the City Representative. New concrete curb and gutter shall be constructed of Class 3 concrete in conformance with City of Antioch Construction Detail ST-04, ST-05 or ST-07, Section 73, "Concrete Curbs and Sidewalk", of the Standard Specifications, these Special Provisions and to the lines and grades directed by the City Representative. Concrete curb and gutter shall be monolithically poured with the sidewalk where curb, gutter and sidewalk are to be constructed per City Construction Detail ST-04.

At least 48 hours prior to any excavation, the Contractor shall notify Underground Service Alert (USA) at 1-800-227-2600.

Existing concrete curb and gutter to be replaced shall be removed as directed by the City Representative at joints or score lines as by saw cutting. Material underlying the new concrete curb and gutter shall be excavated to a depth of not less than four inches (4") below the bottom of the new concrete. Soil subgrade beneath concrete shall be compacted to 95 percent relative density at a moisture content slightly above optimum. New concrete curb and gutter shall be placed on a four-inch (4") thick layer of Class II aggregate base or clean sand material that has been compacted to 95 percent relative density at a moisture content slightly above optimum. All spoils and excess materials shall become the property of the Contractor and hauled off the job site as soon as practical.

SECTION C-5: STAMPED COLORED CONCRETE

At locations directed by the City's Representative, the Contractor shall furnish and install stamped colored concrete within existing roadway median islands.

Stamped colored concrete shall be a pea gravel mix consisting of Class 2 concrete and be four inches (4") in thickness. Material underlying the new stamped colored concrete shall be excavated to a depth of not less than three inches (3") below the bottom of the new concrete. Soil subgrade beneath concrete shall be compacted to 95 percent relative density at a moisture content slightly above optimum. Median island concrete shall be placed on a three-inch (3") thick layer of Class II aggregate base or clean sand base material that has been compacted to 95 percent relative density at a moisture content slightly above optimum. All spoils and excess materials shall become the property of the Contractor and hauled off the job site as soon as practical.

New stamped colored concrete shall be connected to existing concrete curb by doweling into the existing concrete with six inch (6") long No. 4 bars installed three feet (3') on center.

The Contractor shall perform the following operations prior to placement of concrete:

- The Contractor shall adjust all pull boxes, utility boxes, vaults, frames, covers and all other facilities to the finished grade of the new stamped colored concrete.
- The Contractor shall obtain the City's approval of the proposed layout and form placement. Any concrete that does not conform to the layout, as shown on the plans, shall be removed and replaced at the Contractor's expense.

Concrete colors shall be selected from the Premium Group of Davis Colors or a City approved equivalent. Colors shall be added directly to the batch mixture as per manufacturer's written instructions. Stamped colored concrete texture shall be selected by the City's Representative to conform to existing concrete in the surrounding area.

Concrete shall be scored with an 'I' at the locations where the irrigation sleeves begin and terminate.

The Contractor shall submit a sample of stamp colored concrete to the City's Representative for approval. The sample shall be not less than three feet by three feet (3' x 3') and shall be allowed to set for a minimum of three (3) days prior to examination by the City. The City reserves the right to reject any and all samples of stamp colored concrete furnished by the contractor. The contractor shall furnish as many samples as required to meet the City's approval.

The contract price paid per square foot for installing stamped colored concrete shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing textured concrete paving, including excavation, backfill, compaction, saw cutting, root pruning, doweling, setting utility boxes to finished grade, concrete placement and finish, concrete color, special imprinting, color hardener, curing compound application, sealer application, doweling, reinforcement, and all required samples for the City's approval, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the City.

SECTION C-6: TREE REMOVAL, STUMP GRINDING AND ROOT PRUNING

The Contractor shall perform all tree removals, stump grinding, and root pruning necessary to install new concrete facilities including but not limited to curb and gutter, sidewalk, driveways, valley gutters, stamped colored concrete, curb ramps and storm drain catch basins tops.

The City shall determine whether a tree is removed or the extent of root pruning after the Contractor has removed the existing concrete. The Contractor shall expose all tree roots that are underlying the removed concrete to a depth of six inches (6") below finished grade. The City reserves the right to take as much time as necessary to determine whether the tree is to be removed or its roots are to be pruned. It shall be the Contractor's sole responsibility to schedule his work around the City's schedule for determining whether a

tree is to be removed or its roots are to be pruned.

After a tree has been removed, the tree stump shall be ground to a minimum depth of twenty inches (20") below finish grade. In addition, all tree roots one and one half inch (1.5") or larger in diameter must be removed from the public right of way to a depth of six inches (6") below finished grade.

All spoils and excess materials shall become the property of the Contractor and removed from the job site as soon as practical.

All quantities shall be agreed to in writing by both the City and the Contractor prior to beginning work.

Tree removal including stump grinding and root removal shall be measured in inches of circumference four and a half feet (4.5') above the existing grade. Measurement shall be made with a cloth tape.

Tree roots shall be pruned a minimum of four inches (4") from the back of the form or the bottom of the new concrete prior to placing the concrete. All root pruning shall be performed at the direction of the City Representative.

The contract price paid for root pruning shall be considered as included in the prices paid for the various other items of work, and no additional compensation will be allowed therefore. Root pruning shall consist of cutting all the roots necessary to install concrete including but not limited to curb and gutter, sidewalk, driveway, valley gutter and curb ramps.

The contract price paid per inch of circumference for tree removal with stump grinding shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in removing trees, grinding stumps and removing roots, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the City Representative.

SECTION C-7: YEARLY CONTRACT

By submission of his proposal, the Contractor warrants that the unit prices bid will continue to be in effect for two fiscal years. The City will have the option to issue a separate purchase order to have the Contractor do additional work for the unit prices bid at selected locations at any time within one year of the date of this bid opening. The provisions of Section 4-1.03 (B) of the Standard Specifications regarding increased or decreased quantities shall not apply to this contract.

The City reserves the right to call the Contractor back for this additional work an unlimited number of times during this one-year period with no additional compensation due to the Contractor for mobilization/demobilization costs. However, the minimum amount of work that the Contractor will be notified to do is \$1,500. For this additional work, the Contractor must begin work within two (2) weeks after notification by the City and continuously and diligently perform the work until completion.

Contract Extension:

Upon mutual agreement between the City and the Contractor, the unit prices bid may be extended in full force and effect for up to two (2) additional one (1) year periods.

III. BID SUBMITTAL WORK SHEET - BID NO. 988-0307-19C

Your Company Name: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

ITEM NO.	ESTIMATED UNITS	DESCRIPTION	COST PER UNIT	EXTENDED COST
1.	3,500 SF	Install Stamped Colored Concrete, complete in place for the unit price per square foot	\$ _____	\$ _____
2.	500 IN	Tree Removal with Stump Grinding, complete in place for the unit price per inch tree circumference	\$ _____	\$ _____
3.	500 LF	Remove, Dispose of and replace concrete curb and gutter, complete in place for the unit price per lineal foot	\$ _____	\$ _____
4.	500 SF	Remove, Dispose of and Install Stamped Colored Concrete, complete in place for the unit price per square foot	\$ _____	\$ _____

TOTAL: \$ _____

CITY OF ANTIOCH
MEDIAN COLOR STAMPED CONCRETE
Bid No. 988-0307-19C

The undersigned bidder declares that it has carefully examined the locations of the proposed work, plans and specifications, special provisions and read the accompanying instructions to bidders. The undersigned submitter certifies that he/she is, at the time of presenting this Proposal, and shall be, throughout the length of the contract, licensed by the state of California to do the type of work required under the terms of the contract documents. Submitter further certifies that he/she is skilled and regularly engaged in the general class of work called for in the contract documents.

In accordance with the requirements, the submitter represents that he/she is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be preformed. Submitter further acknowledges that there are certain peculiar and inherent conditions which may create, during maintenance operations, unusual or peculiar unsafe conditions hazardous to persons and property. Submitter acknowledges that he/she is aware of such risks and that he/she has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the maintenance services with respect to such hazards.

Does proposed bid conform to all requirements listed in this document and drawings? _____
If NO, explain non-conforming specifications in detail on separate sheet.

Terms or Cash Discount (if other than net 30 days) _____

Company Name _____

Contact Name _____

Title _____

Address _____

City/State/Zip _____

Telephone _____ FAX _____

Email Address _____

Contractor's License No. _____ Exp. Date _____

City of Antioch Business License No. _____ Exp. Date _____

Signature _____ Date _____

Bid must be in a sealed envelope with the bid number, closing date, and time on the outside envelope.

DELIVER BID SUBMITTAL TO:

CITY OF ANTIOCH
PUBLIC WORKS
BID NO. 988-0307-19C
1201 W 4TH STREET
ANTIOCH, CA 94509

NON COLLUSION AFFIDAVIT

THIS PAGE MUST BE NOTARIZED

CITY OF ANTIOCH

PROJECT TITLE

Bid No. 988-0307-19C

The Bidder, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of the CITY OF ANTIOCH whereby such affiant or affiants or either of them has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

NAME _____

SIGNATURE _____

TITLE _____

Subscribed and sworn to before me by:

This _____ day of _____, 20_____

Notary Public