



REQUEST FOR PROPOSAL

BID NO. 988-0404-19F

ASPHALT OVERLAY HILLCREST  
PARK PATHWAY AND TRAILS

BID DUE DATE: APRIL 4, 2019 at 2PM

## **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. 4<sup>th</sup> Street, Antioch, CA 94509](https://www.ci.antioch.ca.us/1201-W-4th-Street-Antioch-CA-94509) on **April 4, 2019 at 2 PM**.

Questions relating to specifications or technical questions must be submitted via email to Carlos Zepeda at [czepeda@ci.antioch.ca.us](mailto:czepeda@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 4<sup>th</sup> 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](mailto: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](http://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](https://www.ci.antioch.ca.us/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** - 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 one hundred (\$500.00) dollars per day for each and every calendar days delay in finishing the contract.
- 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](mailto: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 [publicworks@ci.antioch.ca.us](mailto:publicworks@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 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 Cal-Trans 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 the above services. 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 may be issued after work is completed and 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.

No payment will be made without any deficiencies noted and corrected. All information is to be provided in email format and hard copy if directed so.

### **Contract Length & Effective Dates**

This contract will be effective May 1, 2019, thru June 30, 2019. All work must be completed no later than June 30, 2019. Liquidated damages will be applied if asphalt concrete project is not completed by the date above, according to the terms specified in section 20 of the General Conditions section of this bid package.

### **Bonds**

There are no bonds required for this project/contract.

### **Scope of Work**

The price quoted shall include compliance with all specifications listed above, as well as the following specifications/construction details: Work includes a 1.5" overlay of the pathway and side trails at Hillcrest Park as delineated in attachment "A" and includes any and all work needed to prepare the existing asphalt pathway and trails for overlay such as cleaning pathway and trails and applying tack coat. Estimated asphalt concrete tonnage to complete this job is 290 tons. However, it is the Contractor's responsibility to measure the proposed

work area to bid the job accordingly to the specifications contained in this bid package.

## **CONSTRUCTION DETAILS**

### **SECTION C-1: GENERAL**

#### **A. GENERAL**

All asphalt concrete used for this project shall be Type "A" conforming to the provisions of Section 39 "Asphalt Concrete" with a maximum 15% Reclaimed Asphalt Pavement "RAP" of the Caltrans Standard Specifications 2018 and these technical specifications.

#### **B. MATERIALS**

1. Asphalt Binder. Bituminous binder shall be steam refined paving asphalt PG 64-10 conforming to the provisions in Section 92 "Asphalt Binders" of the Caltrans Standard Specifications and these Technical Specifications.
2. Aggregates: Asphalt shall be produced at a central mixing plant. Asphalt concrete shall be Type A (1/2" Max., Medium) for the overlay and shall conform to the provisions in Section 39-2.02B (4) "Aggregates" of the Caltrans Standard Specifications and these technical specifications.
3. Tack Coat: Tack coat shall be asphalt emulsion grade SS-1 furnished and applied in conformance with the provisions in Section 39-2.01 C (3)(f) "Tack Coat" and section 94 "Asphaltic Emulsions" of the Caltrans Standard Specifications and these technical specifications. Tack coat shall be applied to existing pathway and trails that will come in contact with new asphalt concrete.
4. The Contractor shall submit the asphalt concrete mix design at least 10 working days in advance of manufacturing to allow for City review and approval. The City Engineer may direct the amount of asphalt binder to be mixed with the aggregate.
5. Batch data and load slips shall be presented to the City Engineer or his designee as asphalt is delivered to the project site to allow verification of location and use. Failure to do so may result in non-payment for questionable quantities.

### **SECTION C-2: SPREADING AND COMPACTING**

#### **A. WEATHER**

The Contractor shall not perform paving operations when the weather is rainy or foggy or when atmospheric temperature is below 50 degrees Fahrenheit. Determination of inclement weather shall be made by the City Engineer or his designee. If the day's operations are canceled because of fog or rain, a non-working day will be allowed only as specified under section 1-1.07, "Definitions," of Caltrans Standard Specifications.

Contractor shall receive the approval of the City Engineer before placing any asphalt concrete on the pathway or trails. Asphalt concrete shall not be placed on any surface which is not clean, or contains ponded water or excessive moisture nor in any unapproved location, as determined by the City Engineer or his designee.

If paving operations are in progress and rain or fog forces a shutdown, loaded trucks shall return to the plant and no compensation will be allowed. The Contractor shall furnish and use canvas tarpaulins to cover all loads of asphalt concrete from the time that the mixture is loaded until it is discharged from the delivery vehicle, unless otherwise directed in writing by the City Engineer or his designee.

#### **B. TACK COAT PLACEMENT**

No traffic shall be allowed on the asphalt emulsion with the exception of vehicles unloading asphalt concrete. All vehicles involved with the Contractor's operations shall turn around within the road right-of-way. Driveways and other 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 Engineer prior to the use thereof.

Any area to which tack coat has been applied shall be closed to pedestrian traffic. Care shall be taken to avoid tracking any binder material onto existing pathways or sidewalks beyond the limits of construction. The surface shall be free of water, foreign material, and dust when tack coat is applied. Contractor shall clean at his own expense any tracking outside of the construction area to the satisfaction of the City.

#### C. SPREADING EQUIPMENT

Asphalt pavers shall be self-propelled mechanical spreading and finishing equipment provided with a screed or strike-off assembly capable of distributing the material to not less than the full width of a pathway or trail lane unless otherwise approved by the Engineer. Screed action shall include cutting, crowding or other practical action that is effective on the hot mix asphalt mixture without tearing, shoving or gouging and that produces a surface texture of uniform appearance. The screed shall be adjustable to the required section and thickness. The screed shall be provided with a suitable full width compacting device.

Pavers that leave ridges, indentations or other marks in the surface shall not be used unless the ridges, indentations or marks are eliminated by rolling or prevented by adjustment in the operation. When end dump haul vehicles are used, the asphalt paver shall operate independently of the vehicle being unloaded or shall be capable of propelling the vehicle being unloaded. The load of the haul vehicle shall be limited to that which will insure satisfactory spreading. When being unloaded, the haul vehicle shall be in contact with the machine and the brakes on the haul vehicle shall not be depended upon to maintain contact between the vehicle and the machine.

No portion of the mass of hauling or loading equipment, other than the connection, shall be supported by the asphalt paver. No vibrations or other motions of the loader that could have a detrimental effect on the riding quality of the completed pavement shall be transmitted to the paver.

**The City will provide any patch work or conforms necessary for Contractor's overlay on the pathway and trails 48 hours in advance of the Contractor's start date.**

Asphalt concrete placed adjacent to any fall-away gutter shall be placed flush with the lip of gutter. Asphalt concrete placed adjacent to any gutter designed to carry water shall be 0 inches to 0.25 inch above the gutter lip after final compaction, but in no case shall it be more than 0.25 inch. Any areas greater than 0.25 inch shall be repaired by wedge grinding a minimum depth of 1 inch and repaving as directed by the City Engineer. Asphalt concrete placed adjacent to any gutter designed to shed water shall be flush with the gutter lip after final compaction.

#### D. COMPACTION

HMA shall be placed in lifts conforming to Section 39-2.02C of the State Specifications. The HMA shall be placed and compacted to ninety-two to ninety-seven percent (92% to 97%) of theoretical maximum density and shall meet the elevation of the existing pavement contour. Areas inaccessible to rollers shall be compacted by use of a power compactor of the high impact, vibra-plate type, capable of attaining the same compaction as the rolled areas.

## E. QUALITY

The finished pavement surface shall be smooth and free of cracks, shoving, displacement, and segregation of coarse and fine materials. Paving shall be to a clean neat joint with existing grade. Paving with evidence of poor workmanship such as rock pockets, ripples, voids, segregation, or out of tolerance as determined by the Engineer or defined by these Special Provisions, shall be removed and replaced at Contractor's expense.

### **SECTION C-3: MEASUREMENT AND PAYMENT**

Payment for "Asphalt Concrete Pavement" shall be at the contract unit price per Ton listed in the bid schedule. This work shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in asphalt concrete pavement, and conforming to the requirements of this section, and all work as may be required by the Contract Documents, as directed by the City Engineer. No payment shall be made for any unused asphalt. It is the Contractor's responsibility to submit all asphalt concrete weight tags to the City Engineer or his designee at the job site on all pave days.

No Payment will be made until any and all deficiencies due to poor workmanship or failure to follow the specifications contained in this bid package are fixed to the City's satisfaction.

### **SECTION C-4: 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)-Best Management Practices. This project may have little if any requirement. Contractor shall provide the City a copy of plan for review and approval prior to the start of work. City may provide additional comments to ensure compliance with SWRCB requirements.

***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 Engineer shall be considered as included in the contract price paid for the various contract items and no additional compensation will be allowed therefore.***

**III. BID SUBMITTAL WORK SHEET - BID NO. 988-0404-19F**

Your Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Bid submittals to include all labor, materials, tools, equipment and incidentals necessary to complete the asphalt work according to the Specifications of this bid package and as outlined in the Scope of Work section. The extended cost bid price per ton of ½" hot-mix asphalt shall be considered full compensation.

DESCRIPTION: 1 ½ INCH OVERLAY WITH ½ INCH HOT-MIX ASPHALT.

$$\begin{array}{ccccc} \$ & \underline{\hspace{2cm}} & \times & \underline{290} & = & \$ & \underline{\hspace{2cm}} \\ & \text{COST PER TON} & & \text{TOTAL TONS} & & & \text{EXTENDED COST} \end{array}$$

CITY OF ANTIOCH  
PROJECT TITLE  
Bid No. 988-0404-19F

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 performed. 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. 988-0404-19F**  
1201 W 4<sup>TH</sup> STREET  
ANTIOCH, CA 94509

**NON COLLUSION AFFIDAVIT**

***THIS PAGE MUST BE NOTARIZED***

CITY OF ANTIOCH

PROJECT TITLE

Bid No. 988-0404-19F

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