



## **REQUEST FOR PROPOSAL**

### **COUNTRY HILLS DRIVE PAVEMENT REHABILITATION PROJECT**

**PROPOSAL NO. 913-0529-09F**

**BID DUE DATE: Thursday, June 18, 2009, 2:00 p.m.**

## I. GENERAL CONDITIONS

**1. General Information** - The Purchasing Division of the City of Antioch, California, will receive at its office at City Hall, 200 H Street, at 2:00 p.m. on June 18, 2009, proposal responses for City of Antioch Proposal No. 913-0529-09F. Proposals shall be made only on this proposal 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 will be available and may be secured by prospective bidders at the Finance Department. 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.

If you downloaded this Request for Proposal from the City of Antioch's website, [www.ci.antioch.ca.us/CityGov/Finance/Purchasing/RFPs.htm](http://www.ci.antioch.ca.us/CityGov/Finance/Purchasing/RFPs.htm), it is your responsibility to check back on the website for any addenda that may have been issued, prior to the bid/proposal due date (or you may contact the Purchasing office at 925-779-6994).

**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.

**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 may submit to the Finance Department a written request for an interpretation thereof prior to the bid opening. 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 issued to each person to whom specifications have been issued, 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.

**5. Bid Openings** - Bids shall be delivered to the Finance Department of the City of Antioch on or before the day and hour set for the opening of bids in the published Notice to Bidders. Each bid shall be enclosed in a separate sealed envelope bearing the description of the bid, the bid number, the name of the bidder, and the date and hour of the bid opening. 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 they 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.

**8. Award or Rejection** - The bid will be awarded to the lowest responsible bidder. The City, however, 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. The City reserves the right to make the award to the overall low bidder, or split the award amongst the bidders. 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 in the attached 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. Alternatives** - The make or brand and grade of the article on which the bid is submitted should be stated on the bid form. If alternates are bid, literature must be submitted with bid in order for the alternate to be considered. All items on which bids are submitted must in all cases be equal or better in quality and utility to those specified by the City. Determination of the acceptability of any product offered shall be solely at the discretion of the City of Antioch.

**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. Brand Names** - 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. Notwithstanding the foregoing, the City may impose additional restrictions in the Specification section of the documents.

**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 (9.25%).

**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.

**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.

**19. Timely Delivery** - 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 two hundred fifty (\$250.00) dollars per day for each and every calendar day's delay in finishing the contract.

**21. Termination for Default** - The City may, by written notice of default to the vendor, terminate any resulting order in whole or in part should the vendor 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 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 vendor 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** - The City of Antioch requires any vendor who receives business from the City to adhere to the Equal Opportunities in Employment guidelines as set forth within Federal and State guidelines. By signing and submitting a proposal for this contract to the City, the vendor does certify, to adhere to said guidelines.

**25. Governing Law** - This contract shall be construed and interpreted according to the laws of the State of California.

**26.** Questions relating to this bid should be directed to Doug Alessio, Accountant II, City of Antioch, P.O. Box 5007, Antioch, CA 94531-5007, (925) 779-7032.

## **II. General Requirements**

1. The City of Antioch solicits requests for proposals for the Country Hills Drive Pavement Rehabilitation Project as required by the Street Maintenance Division, for work to be completed by 8/31/2009. The City of Antioch reserves the option to extend the contract for an additional year, if both parties agree on terms as specified. In order to be considered, each bidder submitting a proposal must meet or exceed all specifications stated herein.
2. Pricing – Pricing shall be provided for all services and material listed in these specifications. Please note all substitutions or deviations of specifications. Otherwise, all will be considered as meeting stated specifications. Awards will be made on the basis of the lowest responsible submitted proposal amount.
3. References – Proposals submitted shall include a list of public or private entities currently using the proposed service or any similar. Please provide names and telephone numbers of individuals who can be contacted regarding your services.
4. The City of Antioch offers a 10% preference for vendors that offer recycled products. If your products contain recycled materials, please provide detailed information for products identified as such. In addition, the City of Antioch requests that all vendors supplying products and services for City use comply with all efforts to develop and support the State of California's Recycled Product requirement.
5. Insurance & Business License Requirements – Prior to award, the successful bidder will be required to furnish evidence of contractor insurance and a current valid City of Antioch Business License.
6. Safety Standards – Items furnished shall meet requirements of the Occupational Safety and Health Act (OSHA), Federal, State and local requirements, in addition to requirements of appropriate safety standard organizations.
7. Non-Discrimination – The successful bidder will comply with all Federal and State requirements concerning fair employment and will not discriminate by reason of race, color, age, religion, sex, national origin or physical handicap.
8. Invoice Processing – The City of Antioch desires to pay its bills in a prompt

manner. The payment is contingent upon receiving proper invoice and delivery of the goods or services. Invoices must be mailed to Accounts Payable for processing. Standard payment is net 30 days from the receipt of invoice. Discounts will not apply if less than 15 days. Progress payments may be negotiated at the time of project award.

9. Award – The award of this contract will be made to the bidder that is most responsive to the needs of the City. The City of Antioch and its Council reserve the right to reject any and all bids.
10. Submission of Proposals – Proposals shall be submitted on sheets provided. All additional requirements shall be submitted on the bidder's stationary. All proposals shall be sealed in envelopes and delivered to the Finance Department not later than 2:00 p.m. on Thursday, June 18, 2009.

Provide the following with your proposal:

- A. Bid Worksheet
- B. Bid Bond
- C. List of References
- D. Recycled content forms
- E. Non-Collusion Affidavit

All questions regarding the bidding process should be directed to Doug Alessio, Accountant II, at (925) 779-7032. Questions pertaining to the Technical Specifications should be addressed to Mike Bechtholdt, Street Superintendent, at (925) 779-6953.

11. Termination of Contract – The City may, at any time, terminate the contract by notice to the vendor. On receipt of such notice, the contractor shall discontinue work on date specified. In addition, contract may be terminated if vendor does not comply with specifications stated herein.

### III. TECHNICAL SPECIFICATIONS

1. General – These specifications are to establish the detailed technical portions of the contract for this program. They are to modify and/or add to the City of Antioch Purchasing Ordinance and Procedures and the State of California Business and Transportation Agency, Department of Transportation Standard Specifications, most current edition available.

Scope of Work – The City of Antioch is requesting bids for a roadway improvement project on Country Hills Dr, from Hillcrest Ave. to Vista Grande Dr.

The project consists of milling the specified sections of the existing roadway down (5") to base rock and replacing it with Asphalt Concrete, see attached diagram for general limits of the project. Specific limits are marked in the field (approximate square footage is 67,100). The contractor is to familiarize his/her self with the limits and job conditions. Quotes are to be cost per ton of replacement asphalt, and to include the complete removal and disposal of the

existing roadway, and the replacement of asphalt concrete in two lifts. All work must be performed in accordance with City of Antioch policies, codes and specifications as well as State of California specifications, unless otherwise approved or specified.

Contractor shall receive a bonus of 3% of the total contract amount if all the criteria of the below referenced Specific Requirements and general work description are satisfactorily met. The City of Antioch is to be responsible for making the final determination.

2. Specific Requirements

- a. Contractor must have all work fully completed within (2) two working days. Contractor must work in consecutive working days and not carry the project over a weekend or holiday. The start time for this project shall be 8:00 A.M. unless otherwise approved. The City will allow the road to be closed to through traffic for one working day to help expedite the project.
- b. Existing asphalt within the project limits must be milled down 5 ". Contractor must remove existing roadway with a cold plain milling machine, and supply no less than two of these machines, equipped with a conveyor system and grade control. Cold plain milling machines must be of the size and horsepower to allow for job completion in one day.
- c. At bid opening, contractor must supply equipment list with a brief description of how the work will be completed as specified, and give name of asphalt supplier.
- d. Replacement asphalt for base lift shall be ¾" type B asphalt. Replacement asphalt for top lift shall be ½ inch type B. Asphalt compaction requirement is 95%.
- e. All loose and unstable material must be removed from roadway before paving.
- f. Contractor must supply and use a rubber tire asphalt roller on all asphalt lifts, in addition to steel drum rollers.
- g. A tack coat of SS1 shall be applied to edges of the existing surfaces before paving. A 70/30 mix will be used unless otherwise approved.
- h. Contractor must supply and show proof of all required insurance and payroll information.
- i. The City of Antioch will be responsible for notifying residents of work location and time.
- j. The City of Antioch will post the project location and road closure signs. These will be in place by 7:00 a.m. on the proposed project date. The City will also arrange for vehicles to be towed, when necessary. When the project is complete the City of Antioch will be responsible for both permanent and temporary striping.

- k. The contractor must allow access and egress for residents in the project location at all times.
- l. The City of Antioch will provide dump site(s) for grindings within the City limits. Contractor has the option of keeping the grindings or disposing of them at the City designated location.
- m. Prior to project start date, the City of Antioch will lower all existing valve covers, monuments and manholes to a depth of 7" below the existing grade. After completion of project, the City of Antioch will raise all existing facilities to grade.
- n. The City of Antioch has the option of taking compaction tests and/or core samples if deemed necessary.
- o. Contractor is required to thoroughly clean Country Hills Dr. and any surrounding streets of construction debris daily.
- p. Finished product must ride smoothly.
- q. The City of Antioch has estimated this project cost to be \$215,991. This is based on approximately 2,097 tons of replacement asphalt.
- r. Work must be completed between June 15, 2009 and August 31,2009.

**Directions to Finance Department/Purchasing:** From Highway 4, take Auto Center Drive exit. Drive north approx. 1 mile; Auto Center Drive turns into West Fourth Street. Turn left on H Street and continue straight for 1 block until you enter City Hall parking lot. Purchasing is located on the first floor of City Hall in the Finance Department.

RETURN THIS PAGE WITH YOUR PROPOSAL

III. Bid Work Sheet - Bid No. 913-0529-09F - Due 6/18/09, 2:00 p.m.

To The City of Antioch:

In compliance with the annexed notice inviting sealed proposals, the undersigned hereby proposes to furnish all necessary tools and equipment, materials, labor, and supervision (including cost of Worker's Compensation Insurance and all payroll taxes on such labor) to complete the Country Hills Drive Pavement Rehabilitation Project as herein described in accordance with the special provision therefor, and agrees to enter into a contract therefor, at the listed prices.

All prices shall be F.O.B. Jobsite, Antioch, California, and shall include any and all applicable taxes. The sales tax rate for the City of Antioch is 9.25%.

	<u>Unit Price</u>
Supply and place approximately 2,097 tons of replacement asphalt including the complete removal and disposal of existing roadway, and the replacement of asphalt concrete in two lifts. Price includes all labor materials, equipment, mobilization and any other associated items to complete the project as specified	\$/_____ /ton

Name of asphalt supplier: \_\_\_\_\_

Please attach separate equipment list with a brief description of how the work will be completed as specified.

*The above quantities are estimates only for the comparison of bids. The City of Antioch will pay only for actual acceptable material and service received at the unit prices submitted.*

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. \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Send via mail (sealed) to:  
City of Antioch/Purchasing  
Bid No. 968-0529-09F  
P.O. Box 5007  
Antioch, CA 94531-5007

OR

Deliver via courier (sealed) to:  
Finance Department/Purchasing  
Bid No. 968-0529-09F  
200 H Street  
Antioch, CA 94509

## **REQUEST FOR QUOTATION INSTRUCTIONS AND CONDITIONS**

### **1. PREPARATION/SUBMISSION OF BIDS:**

- Each bid must be submitted on this form in a sealed envelope with the bid number, closing date, and time on outside.
- All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid.
- Corrections and/or modifications received after the closing time specified will not be accepted.
- Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the City.
- Time of delivery may be a consideration in the award.
- Prices will be considered as net if no cash discount is shown.
- All bids shall be signed by an authorized officer or employee of the bidder.
- Bids must be submitted by the date and at, or prior to, the time specified to be considered. No late bids, telegraphic or telephone will be accepted.
- If your quotation is on an "all or nothing" basis, please state on quotation form.

### **2. BRAND NAMES:**

- Brand names and numbers, when used, are for reference to indicate the character or quality desired.
- Equal items will be considered, provided your offer clearly describes the article. Offers for equal items shall state the brand and number, or level of quality. The determination of the Purchasing Agent as to what items are equal shall be final and conclusive.
- When brand, number, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified.

### **3. SAMPLES:**

- Samples of articles, when required, shall be furnished free of cost of any sort to the City of Antioch.
- Samples of articles selected may be retained for future comparison.
- Samples which are not destroyed by testing, or which are not retained for future comparison, will be returned upon request at your expense.

### **4. TAXES:**

- Do not include sales, use, or federal excise taxes in your bid. All applicable sales tax will be added to purchase order.
- If your company is outside California and collects use tax, please state the amount as a separate item if the City is to remit the tax.

### **5. LIABILITIES:**

The vendor shall hold the City of Antioch, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense any and all actions brought against the City of Antioch or himself because of the unauthorized use of such articles.

All materials, supplies and equipment in these specifications and bid shall be in full compliance with the safety orders and regulations of the Division of Industrial Safety of the State of California and all laws and ordinances applicable thereto. Cost of inspection of deliveries or offers for delivery, which do not meet specifications, will be charged to vendor.

### **6. DEFAULT BY BIDDER:**

In case of default by the bidder, the City of Antioch may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to the City of Antioch. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

### **7. AWARDS:**

The City of Antioch reserves the right: (1) to award bids received on the basis of individual items, or groups of items, or on the entire list of items, (2) to reject any or all bids, or any part thereof, (3) to waive any informality in the bids; and (4) to accept the bid that is in the best interest of the City. The Purchasing Agent's decision shall be final.

- In determining and evaluating the best quotation, the prices will not necessarily be the controlling factor, but quality, equality, efficiency, utility, suitability of the equipment offered and the reputation of the equipment in general use will also be considered with any other relevant factors.

**8. 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.

**9. 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.

## CITY OF ANTIOCH

### INSURANCE REQUIREMENTS FOR CONTRACTORS (WITH CONSTRUCTION RISKS)

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.

#### 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) or Insurance Services Office Form (CG 00 09 11 88, Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor). See Appendix B for form language.
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.
5. Surety bonds as described below.
6. Professional Liability (if Design/Build).

#### Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- |  |             |  |
|--|-------------|--|
| 1. General Liability:<br>(including operations, products,<br>and completed operations) | \$1,000,000 | per occurrence for bodily injury, personal injury,<br>and property damage. If Commercial General<br>Liability Insurance or other form with a general<br>aggregate limit is used, either the general aggregate<br>limit shall apply separately to this project/location,<br>or the general aggregate limit shall be twice the<br>required occurrence limit. |
| 2. Automobile Liability:   | \$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.   |
| 5. Builder's Risk:   |             | Completed value of the project with no coinsurance<br>penalty provisions.  |
| 6. Professional Liability:   | \$1,000,000 | as needed for design/build.  |

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Entity 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. The Entity, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, and volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) day's prior written notice has been provided to the Entity.

Builder's Risk (Course of Construction) Insurance

Contractors may submit evidence of Builder's Risk insurance as evidence of course of construction coverage. The insurance protects the parties to the agreement from financial loss during the construction process. There may be multiple parties that have a financial interest in the process and may include the owner of the project, a lender, and contractors. You must review the policy language provided for termination events such as substantial completion, owner occupancy, and full completion. These times and dates will be important to coordinate with your existing property policies to guarantee that no gaps in coverage will occur.

Builder's Risk policies shall contain the following provision:

- The Entity shall be named as loss payee.

If general Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are written on a claims-made form:

1. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the Entity for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

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 entity.

Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory **endorsements** affecting coverage required by this clause. The endorsements should be on forms provided by the Entity or on other than the Entity's forms, provided those endorsements or policies conform to the requirements. 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 Entity 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.

Waiver of Subrogation

Contractor hereby agrees to waive subrogation which any insurer of contractor may acquire from contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the contractor, its employees, agents, and subcontractors.

Subcontractors

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

Surety Bonds

Contractor shall provide the following surety bonds:

1. A Bid Bond.
2. A Performance Bond.
3. A Payment Bond.

For further information, please contact the City Attorney's office at (925) 779-7015 or the Purchasing Division at (925) 779-6994.

**PAYMENT BOND**

**KNOW ALL BY THESE PRESENTS, THAT, WHEREAS,** the City of Antioch, designated the "Owner" has on \_\_\_\_\_, 2009, awarded to \_\_\_\_\_, hereinafter designated as the "Principal", a contract for the Country Hills Drive pavement rehabilitation project in the City of Antioch, and

**WHEREAS,** said Principal is required to furnish a bond in connection and with said contract, providing that if said Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth:

**NOW, THEREFORE, WE,** the Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the Owner the penal sum of:

\_\_\_\_\_ dollars (\$ \_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH,** that if said Principal, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind or for amount due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts due, or to be withheld pursuant to Sections 18806 of the Revenue and Taxation Code of the State of California with respect to such work or labor, as required by the provisions of Chapter III, Division V, Title I, of the Government Code of the State of California, and provided that the persons, companies, or corporations so furnishing said materials, provisions, or other supplies, appliances, or power use, in, upon, for, or about the performance of the work contracted to be executed or performed, or any person who performs work or labor upon same, or any person who supplies both work and materials, thereto, shall be compiled with the provisions of said Government Code, then said surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees to the Owner as shall be fixed by the Court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under said Government Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, thereby stipulates and agrees that no change, extension of time, alteration, or addition of the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations of this bond, and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

**IN WITNESS WHEREOF**, the above-bounden parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 2009, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
Principal

(Seal)

\_\_\_\_\_  
Signature for Principal / Title

\_\_\_\_\_  
Surety

(Seal)

## FAITHFUL PERFORMANCE BOND

**KNOW ALL BY THESE PRESENTS, THAT, WHEREAS,** the City of Antioch, designated the "Owner" has on \_\_\_\_\_, 2009, awarded to \_\_\_\_\_, hereinafter designated as the "Principal", a contract for the Country Hills Drive pavement rehabilitation project in the City of Antioch, and

**WHEREAS,** said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contracts:

**NOW, THEREFORE, WE,** the Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the Owner the penal sum of:

\_\_\_\_\_ dollars (\$\_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH,** that if above-bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said contract and any alternations made as therein provided, on his or their part, to be kept and performed at the time in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, the Owner, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue and Principal and Surety, in the event suit is brought on this bond, will pay to the Owner such reasonable attorney's fees as shall be fixed by the Court.

As a condition precedent to the satisfactory completion of the said contract, the above obligation in the said amount shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above-bounden Principal, his or its heirs, executors, administrators, successors, or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the said Owner from loss or damage made evident during said period of one (1) year from the date of acceptance of said work, and resulting from or caused by defective materials and/or faulty workmanship in the prosecution of the work done, the above obligation in the said amount shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereinafter shall continue so long as any obligation of the Principal remains.

And the said Surety, for value received, thereby stipulates and agrees that no change, extension of time, alteration, or addition of the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations of this bond, and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

**IN WITNESS WHEREOF**, the above-bounden parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 2009, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
Principal

(Seal)

\_\_\_\_\_  
Signature for Principal / Title

\_\_\_\_\_  
Surety

(Seal)

\_\_\_\_\_  
Signature for Surety / Title

CITY OF ANTIOCH

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, That \_\_\_\_\_ of

\_\_\_\_\_ as Principal, and \_\_\_\_\_

Company, a corporation, as Surety, are held and firmly bound unto

THE CITY OF ANTIOCH, a Municipal Corporation in the County of Contra Costa, State of California, as Obligee, in the full and just sum of \_\_\_\_\_

\_\_\_\_\_ Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

WHEREAS, the said principal is herewith submitting bid for its (Proposal/Bid) to said City on a contract with said City to

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_;

The condition of this obligation is such that if the aforesaid principal shall be awarded the contract, the said principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the principal and surety will pay unto the obligee the difference in money between the amount of the bid of the said principal and the amount for which the obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, in no event shall the surety's liability exceed the penal sum hereof.

Signed, sealed and delivered \_\_\_\_\_

Principal \_\_\_\_\_

By \_\_\_\_\_, its \_\_\_\_\_

Surety \_\_\_\_\_ Company [Seal]

By \_\_\_\_\_, Its attorney-in-fact

In presence of \_\_\_\_\_

NON COLLUSION AFFIDAVIT

The Bidders, 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 \_\_\_\_\_, 2009

\_\_\_\_\_

Notary Public

Bidder's Initials \_\_\_\_\_

THIS PAGE MUST BE RETURNED WITH BID.

## EQUAL OPPORTUNITIES IN EMPLOYMENT

The contractors and all subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination. Contractor is required to submit policy statements: Affirmative Action and Equal Employment Opportunity (EEO). The Contractor and all Subcontractors shall, in all solicitation or advertisement for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

## APPEALS AND REMEDIES

Any actual or prospective bidder, offeror, or contractor that has a grievance in connection with any City solicitation or award of contract may protest to the department soliciting the subject bid request, the City Manager or City Council. Protestors are urged to seek resolution of their complaints initially with the using department. All protests shall be submitted in writing. The protest shall be submitted within five (5) working days after protestor knows or should have known of the facts supporting protest, but not later than the award of bid.

In the event of such protest, the using department involved shall not proceed with the solicitation or award of contract until a determination is made to settle the dispute. All disputes shall be settled in the best interest of the City. This determination may be granted by using department, City Manager, or City Council. If protestor is in agreement with decision made at any staff level below City Council, the solicitation or award of contract process shall be continued, according to the recommendation from staff. If required, the City Council will act as the final authority of all such decisions. After such decision, it shall direct the final course of action.

(1) Notice to Contractor/Protestor of Decision. All decisions shall be promptly issued in writing and furnished immediately by certified mail to the contractor/protestor. The decision shall state the reasons for such action and shall inform the contractor of its appeal rights of the Municipal Code.

(2) Final Decision/Contractor's Right to Appeal. Using department's decisions shall be final and conclusive, unless within five (5) working days from the date of receipt of the decision, the contractor mails or otherwise delivers a written appeal to the City Council or commences an action in a court of law.



---

---

**Construction & Demolition Debris Recycling & Reuse Program**

Permit applicants for construction, renovation, and demolition projects valued at or greater than \$75,000 are required to divert 50% of the waste generated.

The following materials should be considered for recycling and reuse:

- Appliances
- Asphalt
- Brick
- Building Materials (Doors, Windows, and Fixtures)
- Cardboard
- Carpet
- Carpet Padding and Foam
- Ceiling Tile
- Concrete
- Drywall
- Landscape Debris (Brush, Trees, Branches, Stumps, Leaves, and Grass)
- Lumber and Wood (Unpainted and Unfinished)
- Masonry Tile
- Metal (Ferrous and Nonferrous)
- Plastics (PET #1 and HDPE #2)




---



---

**Construction & Demolition Debris Recycling & Reuse Program**

## STANDARDIZED CONVERSION FACTORS

These factors should be used by Applicants preparing Final Reports to convert the quantity of recycled or reused materials from volume to weight. The amount of a material recorded in cubic yards should be multiplied by the appropriate factor (pounds per cubic yard), and then divided by 2,000 to determine the number of tons of the material recycled or reused.

Example - To convert a quantity of cubic yards of cardboard to tons:

$$(5 \text{ cubic yards of cardboard}) \times (300 \text{ pounds per cubic yard}) = 1,500 \text{ pounds}$$

$$(1,500 \text{ pounds}) \div (2,000 \text{ pounds per ton}) = 0.75 \text{ tons}$$

Material	Pounds per Cubic Yard
Asphalt	1,400
Brick	1,400
Building Materials	300
Cardboard	120
Carpet	600
Carpet Padding & Foam	6.25
Ceiling Tile	175
Concrete	1,800
Drywall	500
Landscape Debris	300
Lumber and Wood	300
Metals (Ferrous)	906
Metals (Nonferrous)	175
Plastics	35



ANTIOCH CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING ORDINANCE WASTE MANAGEMENT PLAN (WMP)

PROJECT NO. \_\_\_\_\_ APPROVED [ ] WAIVED [ ] NOT APPROVED [ ] STAFF INITIALS: \_\_\_\_\_

Antioch C&D Recycling Ordinance requires at least 50% diversion of jobsite waste materials from the landfill.

Please answer the following:

1.

Table with 2 columns and 7 rows: Property Owner Name/Phone No., Jobsite Address, Name of Project Manager, Address, Phone No., Cellular Phone No., Fax No.

- 2. Identify the type of materials to be recycled, salvaged, or disposed of from the jobsite in Section I of the waste assessment table following this page.
3. Identify how materials will be handled, who will haul materials, or what facility materials will be going to in Section I of the waste assessment table following this page.
4. Section II is to be filled out with supporting documentation upon completion of the project.
5. Briefly state how materials will be sorted for recycling and/or salvage on the jobsite:

Horizontal lines for answer 5.

- 6. Will this project require the use of subcontractors? [ ] YES [ ] NO
If yes, briefly state how you plan to inform and ensure participation by the subcontractor of your jobsite recycling and waste management responsibility.

Horizontal lines for answer 6.

**WASTE ASSESSMENT**

- I. **BEFORE START OF PROJECT:** Identify the materials that you estimate will be recycled, salvaged, or landfilled. Identify the handling procedure, hauler, and/or destination of each material type.
- II. **UPON COMPLETION OF PROJECT:** Indicate the material **types and quantities** recycled, salvaged, or disposed of from this jobsite. Official weight tags must be submitted with this completed report identifying: 1) jobsite address; 2) weight of load(s); 3) material type(s); and 4) if materials were recycled, salvaged, or disposed of.

Material Type	Section I Identify Materials (✓)			Handling Procedure, Hauler, or Final Destination of Materials	Section II Quantity of Each Material (by weight)			City use only Acceptable Weight Tag (staff initials)
	Recycled	Salvaged	Landfilled		Recycled	Salvaged	Landfilled	
Asphalt & Concrete								
Brick & Tile								
Building Materials, Doors, Windows, Fixtures, Cabinets								
Cardboard								
Dirt/Clean Fill								
Drywall								
Carpet Padding/Foam								
Plate/Window Glass								
Scrap Metals (Steel, Aluminum, Brass, Copper, etc.)								
Unpainted Wood & Pallets								
Yard Trimmings (Brush, Trees, Stumps, etc.)								
Other								
Garbage								

If no materials are targeted for recycling or salvage, please state why.

---



---



---

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

