

**REQUEST FOR QUALIFICATIONS AND PROPOSALS
For**

On-Call Asphalt Concrete Crack Sealing Services



**CITY OF SAN RAMON
PUBLIC WORKS DEPARTMENT
ENGINEERING SERVICES DIVISION**

Issued: October 6, 2020

Proposal Deadline: October 27, 2020 at 2:00 p.m.

to

**City Clerk
San Ramon City Hall
7000 Bollinger Canyon Road
San Ramon, CA 94583**



**Maria Fierner, P.E.
Public Works Director**

**CITY OF SAN RAMON
REQUEST FOR PROPOSALS**

Table of Contents

1. ABOUT THE CITY	4
2. THE SERVICES	4
A. Summary	4
B. Form of Agreement	4
C. Scope of Services	4
3. REQUEST FOR PROPOSAL PROCEDURES	4
A. Requests for Information	4
B. Pre-Submittal Meeting	5
C. Submittal Instructions	5
D. Planned RFQ/P Schedule	5
E. Addenda	5
4. PROPOSAL REQUIREMENTS	5
A. Cover Letter	6
B. General Qualifications and Experience	6
C. Price	6
D. Proposed Approach	6
5. EVALUATION	7
6. SELECTION AND AWARD	7
A. Review	7
B. Award	7
C. Protest Procedures	7
7. MISCELLANEOUS	7
A. Disclaimers and Reservation of Rights	7
B. Conflict of Interest	8
C. Public Records	8
Attachment A – Form of Agreement	9
Payment Bond	18
Performance Bond	20
Warranty Bond	22
Attachment B – Scope of Services	24
Attachment C – Qualifications and Proposal Form	30

Attachment D – Bid Schedule Form34
Attachment E – Subcontractor List Form.....35
Attachment F – Anticipated Work Order #1 Street List36

CITY OF SAN RAMON REQUEST FOR PROPOSALS

The City of San Ramon (“**City**”) requests qualifications and proposals (“**Proposals**”) from qualified contractors (individually, a “**Respondent**” and collectively, “**Respondents**”) for on-call asphalt concrete crack sealing/filling services.

1. ABOUT THE CITY

The City is a charter city located in Contra Costa County, with an estimated population of 79,000. Additional information about the City is available online at <http://www.sanramon.ca.gov/>.

2. THE SERVICES

A. Summary. The City requires on-call asphalt concrete crack sealing and filling services (“**Services**”) for various streets, trails, parks parking lots, and other pathways/roads facilities located throughout the City. The Work is to be performed on an on-call and as-needed basis, based on Work Orders issued by the City, as further specified in the Contract Documents.

The contract amount will be for \$265,000. However, there is no guarantee as to the quantity of Work or number of Work Orders to be issued for the Project.

B. Form of Agreement. A copy of the City’s standard Construction Agreement (“**Agreement**”), is attached hereto as **Attachment A** and incorporated herein. By submitting a Proposal, the Respondent agrees to enter into the Agreement using the attached form with no exceptions to the form of the Agreement.

C. Scope of Services. The required Scope of Services is attached hereto as **Attachment B** and incorporated herein. By submitting a Proposal, the Respondent represents that it is fully qualified and available to provide the Services set forth in the Scope of Services at the price set forth in its Proposal, and that it agrees to provide those Services if it is awarded the Agreement, which will attach and incorporate the Scope of Services.

3. REQUEST FOR PROPOSAL PROCEDURES

A. Requests for Information. Questions or objections relating to the RFQ/P, the attachments hereto, the RFQ/P procedures, or the required Services may only be submitted via email to Suzy Edwards, Associate Engineer, at sedwards@sanramon.ca.gov by 5:00 p.m., October 19, 2020 (the “**Request for Information Deadline**”). Any questions or objections that are not submitted in the manner specified and by the Request for Information Deadline will be deemed

waived. City will not be bound by the oral representations of any City officials, employees, or representatives.

B. Pre-Submittal Meeting. The City will not hold a pre-submittal meeting.

C. Submittal Instructions. Proposals must be **received** by the City by or before October 27, 2020 at 2:00 p.m. (“**Proposal Deadline**”). Respondent must submit one original and 5 (five) identical copies of the Proposal in a sealed envelope labeled with Respondent’s name and return address, marked “Proposal for Asphalt Concrete Crack Sealing Services”, and addressed as follows:

City Clerk
City of San Ramon
7000 Bollinger Canyon Road
San Ramon, CA 94583

The Proposal may be hand-delivered, sent via overnight delivery, or by regular mail, provided that it is received by the City no later than the Proposal Deadline. Late submissions will be disregarded.

D. Planned RFQ/P Schedule. The following schedule is provided for planning purposes based on current information. However, all dates are subject to revision, including the Proposal Deadline, and may be amended by addenda to this RFQ/P:

ACTIVITY	PLANNED DATES/TIME
RFQ/P Issued	October 6, 2020
Pre-Submittal Meeting	N/A
Request for Information Deadline	October 19, 2020 at 5:00 p.m.
Proposal Deadline	October 27, 2020 at 2:00 p.m.
Interviews (if requested by City)	N/A
Notice of Selection	November 2, 2020
Council Approval and Award	December 8, 2020
Commence Services	January 4, 2021

E. Addenda. City reserves the right to issue addenda to modify the terms and conditions of this RFQ/P, including modifications to the Proposal Deadline and/or to the Attachments to this RFQ/P. Addenda will be posted on the City’s website at http://www.sanramon.ca.gov/our_city/bids_rfp. Each Respondent is solely responsible for checking the City’s website for addenda, and for reviewing any and all addenda before submitting its Proposal.

4. PROPOSAL REQUIREMENTS

Each Proposal must be submitted in compliance with the requirements of this RFQ/P. Each Proposal must respond to the items listed below. *Clarity and brevity are preferable to volume.* Do not attach brochures or promotional materials to the Proposal. Proposals

should not exceed 30 one-sided pages, excluding any tabs or dividers. However, resumes may be included in an appendix and not counted in the total page count. By submitting a Proposal, the Respondent agrees that the lump sum price and proposed approach to providing the Services, including staffing, constitute a firm offer to enter into the Agreement with the City, and that the offer will remain open for 60 days following the Proposal Deadline.

A. Cover Letter. Provide a brief cover letter that includes all of the following information:

- (1) Respondent's name, address, phone number, and website address;
- (2) Type of organization (e.g. corporation, partnership, etc.);
- (3) A summary of general information about Respondent and the types of services it provides in relation to the Services required by the City;
- (4) Contact information, including name, title, address, phone number, and email, of Respondent's primary representative for purposes of this RFQ/P; and
- (5) Respondent has read and understood the insurance requirements outlined in Attachment A, Section 14 and hereby affirms (1) the cost of providing such insurance has been incorporated in the Respondent's Proposal, and (2) Respondent will be able to obtain the required insurance coverage if awarded the contract..

The cover letter must be signed by a representative that is authorized to bind Respondent by contract and must state his or her name, title, and email address.

B. General Qualifications and Experience. Provide a completed Qualifications and Proposal form, and necessary sheets to complete the form questions **(Attachment C)**.

C. Price. Provide a completed Bid Schedule using the form provided, bid itemized costs must include all costs to perform each item listed in the Bid Schedule as specified in the Technical Specifications, and all other direct or indirect costs such as applicable taxes, insurance, and overhead **(Attachment D)**.

D. Proposed Approach. Briefly describe Respondent's proposed approach to providing the Services and how that approach will offer value to the City. Identify any proposed innovations that may be used to achieve more cost-effective delivery of the Services. Provide a work plan and proposed schedule for the tasks described in the Scope of Services.

E. Subcontractor List. Provide a completed Subcontractor List Form **(Attachment E)**.

5. EVALUATION

The factors that the City will consider in evaluating Proposals are as follows:

- General qualifications 1-10 points
- Relevant experience 1-10 points
- Pricing 1-55 points
- Proposed approach 1-10 points
- Responsiveness 1-5 points
- References 1-10 points

6. SELECTION AND AWARD

A. Review. Proposals will be reviewed for responsiveness and evaluated and ranked based on the factors listed in Section 5, above. When the evaluation is complete, the Proposals will be ranked based on total scores to identify the Proposal that is the most advantageous to the City. Acting in its sole discretion, the City may elect to conduct interviews with shortlisted Respondents.

B. Award. The City will award the Agreement, if at all, to the Respondent that is determined by the City, acting in its sole discretion, to offer the most advantageous Proposal to the City based on the City's review, as outlined above. City staff will submit its recommendation to the City Council or the awarding officer, as applicable, for award of the Agreement to the Respondent that it determines to offer the most advantageous Proposal. The Respondents will be notified of staff's intended recommendation by a Notice of Selection which will be posted on the City's website at <http://www.sanramon.ca.gov>, and which may also be emailed to each Respondent that submits a Proposal.

C. Protest Procedures. Any protest challenging the City's intended selection or the selection process must be submitted no later than 5:00 p.m., on the fifth business day following the date of the Notice of Selection. The protest must be submitted in writing via email to City Clerk, at cityclerk@sanramon.ca.gov, at, and must clearly specify the basis for the protest. The protest will be reviewed by the Public Works Director in consultation with the City Attorney's Office, and their determination on the protest is final. No public hearing will be held on the protest. Time being of the essence, the City reserves the right to proceed with award of the Agreement and commencement of the Services notwithstanding any pending protest or legal challenge.

7. MISCELLANEOUS

A. Disclaimers and Reservation of Rights. Upon receipt, each Proposal becomes the sole property of City and will not be returned to the Respondent. Each

Respondent is solely responsible for the costs it incurs to prepare and submit its Proposal. The City reserves, in its sole discretion, the right to reject any and all Proposals, including the right to cancel or postpone the RFQ/P or the Services at any time, or to decline to award the Agreement to any of the Respondents. The City reserves the right to waive any immaterial irregularities in a Proposal or submission of a Proposal. The City reserves the right to reject any Proposal that is determined to contain false or misleading information, or material omissions.

B. Conflict of Interest. Respondents must disclose to the City any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Respondent, any employees of Respondent, or any other person relative to the Services to be provided pursuant to this RFQ/P. This RFQ/P process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. City employees are prohibited from participating in the selection process for this RFQ/P if they have any financial or business relationship with any Respondent.

C. Public Records. The City is subject to the provisions of the California Public Records Act (Govt. Code § 6250 et seq.) (the “**Act**”), and each Proposal submitted to the City is subject to disclosure as a public record, unless the Proposal or any portion thereof is exempt under the Act. If a Respondent believes that any portion of its Proposal is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. Each Respondent bears the burden of proving any claimed exemption under the Act, and by submitting a Proposal, a Respondent agrees to indemnify, defend, and hold harmless the City against any third party claim seeking disclosure of the Proposal or any portions thereof.

Attachments:

- Attachment A – Form of Agreement
- Attachment B – Scope of Services, General Conditions, Special Conditions, and Technical Specifications
- Attachment C – Qualifications and Proposal Form
- Attachment D – Bid Schedule Form
- Attachment E – Subcontractors List Form
- Attachment F – Anticipated Work Order 1 list of streets

Attachment A – Form of Agreement

CONSTRUCTION AGREEMENT BETWEEN THE CITY OF SAN RAMON AND **CONTRACTOR** FOR ON-CALL ASPHALT CONCRETE CRACK SEALING SERVICES

This is an Agreement between the City of San Ramon, a municipal corporation, (“CITY”) and **(Contractor)**, (“CONTRACTOR”) together referred to as the “Parties.”

RECITALS

WHEREAS, CITY solicited proposals by Request for Proposals for On-call Asphalt Concrete Crack Sealing Services in the manner prescribed by law; and CONTRACTOR is qualified and willing to provide such professional assistance; and

WHEREAS, after a review of all proposals submitted pursuant to said Request for Proposals, CONTRACTOR’S proposal on the project was accepted by the CITY; and

WHEREAS, the City Council has authorized the Mayor to enter into an agreement for On-call Asphalt Concrete Cracking Sealing Services by adopting Resolution No. 2020-**XX** on **DATE APPROVED BY CITY COUNCIL**.

NOW, THEREFORE, in consideration of the mutual promises set forth, CITY and CONTRACTOR agree as follows:

1. **Award of Contract.** In response to the Request for Proposals, Contractor has submitted a Proposal to perform the Work as set forth in the Request for Proposal, Attachment B – Scope of Work. On _____, 2020, City authorized award of this Contract to Contractor for the amount set forth in Section 6, below.
2. **Contract Documents.** The RFQ documents incorporated into this Contract include and are comprised of all of the documents listed below.

Sections:

- 1 The Services
- 2 Request for Proposal Procedures
- 3 Proposal Requirements
- 4 Evaluation
- 5 Selection and Award
- 6 Miscellaneous

3. **Scope of Service.** The scope of service covered by this Agreement including mandatory time frames for performance, deadlines for providing deliverables to CITY,

and the maximum fee for each item under this Agreement is attached hereto as Exhibit A and incorporated herein by reference. CONTRACTOR shall furnish all labor, materials, tools, plant, equipment, transportation, services, appliances, and appurtenances for the construction of on-call Asphalt Concrete Crack Sealing work as part of Pavement Repair Stop Gap 2020/2021 Project (CIP 000002) in accordance with the plans and specifications therefore as prepared by the CITY and in full accord with the provisions of Federal, State and local codes.

CONTRACTOR shall comply with specific standards or governmental requirements applicable to specific tasks hereunder or as may be necessary to enable CONTRACTOR to provide the services required hereunder.

4. **Time of Performance.** CONTRACTOR shall commence the work within **TEN (10)** working days after receiving after receiving the Work Order for each task and shall complete each task within the time stipulated in each Work Order.

The term of the Agreement shall end on **December 31, 2022**. CITY shall have the option to renew this Agreement for not more than two (2) successive one (1) year terms, upon the same terms and conditions as provided in this Agreement. Any contract extension or amendment must be in writing and fully executed by both parties to take effect.

CONTRACTOR is under no obligation to commence work hereunder prior to execution of this Agreement.

5. **Modification of Agreement.** The CITY may request changes to this Agreement including the Scope of Services to be performed by CONTRACTOR. Such requests shall be made in writing exclusively by CITY'S designated Project Manager, and shall describe in detail the proposed additions, deletions, or modifications. Such requests will include tabulation of costs, expenses, and time required to complete the requested work. CONTRACTOR shall have the length of time specified in the request to reply in writing to the request. Neither CITY'S request nor CONTRACTOR'S reply shall constitute a modification of this Agreement. Any modification shall be contained in a written amendment to the Agreement and will be effective only if signed by both parties. Execution of the Amendment by the CITY shall constitute authorization to proceed with the work identified therein.
6. **Compensation.** CITY agrees to pay CONTRACTOR at the rates set forth in Exhibit A, and incorporated herein, in a sum not-to-exceed **TWO HUNDRED AND SIXTY FIVE THOUSAND DOLLARS (\$265,000.00)**. No compensation shall be made in excess of this amount. This amount includes any and all costs and reimbursable expenses as specified in Exhibit A. Actual compensation for each Work Order will be stipulated in the Word Orders.

Upon completion and acceptance of the deliverables CONTRACTOR shall submit an

itemized invoice for the completed work showing applicable rates and charges as agreed to hereunder and the total amount due.

7. **Labor Code.** Pursuant to section 1770, et seq., of the California Labor Code, the CONTRACTOR shall not pay less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.
8. **Penalties.** CONTRACTOR shall forfeit to CITY, as a penalty, **two hundred dollars (\$200.00)** for each calendar day or portion thereof for each employee paid (either by CONTRACTOR or any subcontractor retained by CONTRACTOR) less than the prevailing rate set forth herein on the project, as provided for in this Agreement, all in accordance with Section 1775 of the Labor Code. This timeframe is dependent upon project and may be changed by Project Manager.
9. **Workday.** In the performance of this agreement, not more than eight (8.0) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8.0) hours of labor in a day from any person employed by him hereunder, except as provided in the Labor Code. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code and CONTRACTOR shall forfeit to the CITY as penalty the sum of **twenty-five dollars (\$25.00)** for each employee employed in the execution of this agreement by CONTRACTOR or any subcontractor retained by CONTRACTOR for each calendar day during which any employee is required to labor more than eight (8.0) hours in violation of said Article.
10. **Designated Representatives.**
 - a. CITY designates Suzy Edwards, Associate Engineer, or her designee as its representative in all matters under this Agreement.
 - b. CONTRACTOR designates **Contact Title, Contact Name** as its Project Manager for this Agreement. CONTRACTOR may designate a different Project Manager only with prior written authorization from CITY.
11. **Cooperation of the City.** CITY shall make available to CONTRACTOR all financial records and related information necessary for performance of CONTRACTOR'S work under this Agreement.
12. **Independent Contractor.** CONTRACTOR is an independent contractor, controlling the means and manner of work, and shall not for any purpose be deemed to be an employee, agent, or other representative of CITY. Services called for herein shall be deemed to be unique. CONTRACTOR shall not assign, sublet, transfer, or otherwise substitute its interest in this Agreement, or any of its obligations hereunder, without the prior written consent of CITY.
13. **Out of State Business.** If CONTRACTOR is an out of state business and does not have a local office within the State of California, CONTRACTOR shall provide to CITY a completed Withholding Exemption Certificate Form as required by the California Franchise Tax Board. If the out of state contractor fails to provide the required form,

CITY shall withhold seven (7%) percent of the total payment amount and send the withholdings to the Franchise Tax Board, as required by State law.

14. Proprietary or Confidential Information. CONTRACTOR understands and agrees that, in the performance of the work under this Agreement or in contemplation thereof, CONTRACTOR may have access to private, proprietary or otherwise confidential information owned or controlled by CITY, the disclosure of which may be damaging to CITY or to third parties.

CONTRACTOR agrees that all confidential information disclosed to CONTRACTOR by CITY shall be held in confidence and used only in performance of this Agreement. CONTRACTOR shall exercise the same standard of care to protect such information, as a reasonably prudent businessperson would use to protect its own private, proprietary or confidential information.

15. Work Product. The work product of CONTRACTOR in performing this Agreement shall become the property of CITY. However, copies of such work product shall be provided to CITY not only as a hard copy but an electronic version recorded on CD utilizing Microsoft Word, Access or Excel.

16. Financial Records of Contractor. CONTRACTOR shall maintain accounting records of funds received under this Agreement and full documentation of performance hereunder. CONTRACTOR shall permit CITY to have access to those records for the purpose of making an audit, examination, or review of financial and performance information relating to this Agreement. CONTRACTOR shall maintain such records for a minimum of four (4) years following payment by CITY for the last invoice for such services to be provided. When requested by CITY, CONTRACTOR shall make all such records available to CITY within fourteen (14) days of the request.

17. Nondiscrimination. CONTRACTOR represents that it does not and agrees that it shall not discriminate against any employee or applicant for employment because of age, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), religion, color, disability, genetic characteristics or information, race, national origin, ancestry, citizenship status, marital status, military or veteran status, medical condition, or sexual orientation (including homosexuality, bisexuality, or heterosexuality) or any other protected classification as defined and protected by law.

18. Conflict of Interest. CONTRACTOR shall comply with CITY Resolution No. 2020-017, Conflict of Interest Code, as amended from time to time, and will file all required disclosure statements.

19. Indemnification. CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officers and employees, from and against any and all claims, demands, liability, costs, and expenses of whatever nature, including court costs and attorney fees, arising out of injury to or death of any person or persons or loss of or physical

damage to any property resulting in any manner from the willful misconduct, negligent acts, errors or omissions, of CONTRACTOR, its subcontractors, agents, employee, licensees, or guests in the making or performance of this Agreement.

CONTRACTOR shall hold CITY harmless and defend any suit or other proceedings brought by CONTRACTOR'S employees, contractors, or agents, either against CONTRACTOR or CITY, for compensation and/or other benefits claimed as "common law" or "implied by law" employees of CITY.

20. Safety. CONTRACTOR shall provide for the safety of its employees as well as carry Workers' Compensation insurance and require all subcontractors to carry Workers' Compensation insurance as required by the Labor Code.

21. Insurance. CONTRACTOR shall procure and maintain for the duration of the Agreement, 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 CONTRACTOR, his agents, representatives, employees or subcontractors.

Understood and Agreed. CONTRACTOR hereby affirms that the proposal submitted accounts for the costs associated with the insurance requirements herein.

A. Required Insurance. CONTRACTOR shall maintain, at all times, during the term of this Agreement and at CONTRACTOR'S sole cost and expense:

- i. Comprehensive general liability (using Insurance Services Office form CG 00 01 or equivalent) in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. 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 not less than four million dollars (\$4,000,000).
- ii. Automobile liability insurance (using Insurance Services Office form number CA 0001, Code 1 (any auto) or equivalent with a limit no less than two million dollars (\$2,000,000). Such insurance policy shall contain the same provisions and endorsements as are required herein for comprehensive general liability insurance.
- iii. Workers' Compensation insurance and Employer's Liability insurance as required by the laws of the State of California. Said insurance policy shall provide that the insurer waives all rights of subrogation against CITY, its officers, agents, employees and volunteers for losses arising from work performed by CONTRACTOR for CITY. Any notice of cancellation or non-renewal of Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. CONTRACTOR shall require each subcontractor to maintain Workers' Compensation insurance and Employer's

Liability insurance in accordance with the laws of the State of California for all of the subcontractor's employees. This requirement may only be waived by CITY upon written verification that CONTRACTOR is a sole proprietor and does not and will not have employees during the term of this Agreement.

B. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- i. CITY, its officers, officials, employees, agents and volunteers are to be named as additional insured with respect to: Liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premise owned, occupied or used by CONTRACTOR; or automobile owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees, agents or volunteers. If CONTRACTOR submits the ACORD Insurance Certificate, the additional insured endorsements must be set forth on the ISO Form CG20 10 11 85 or both CG 20 10 and CG 20 37 forms.
- ii. For any claims related to this project, CONTRACTOR'S insurance coverage shall be primary insurance with respect to CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, agents or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.
- iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, its officers, officials, employees, agents or volunteers.
- iv. Afford coverage for all claims based on any act, omission, event or condition that occurred or arose (or the onset of which occurred or arose) during the term of this Agreement;
- v. Apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsement);
- vi. Expressly provide that CITY, although named as insured, shall nevertheless be entitled to recover under the policy for any loss, injury or damage to CITY and that the insurer waives all rights of subrogation against CITY, its officers, agents, employees and volunteers for losses arising from work performed by CONTRACTOR for CITY;
- vii. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in

coverage or in limits except after thirty (30) days prior written notice has been given to CITY.

- viii. Certificate Holder. The certificate holder shall include CITY and sent to the address as indicated in Section 25 (Notices) of this Agreement.
- ix. Interpretation. All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Officer of the State of California as of the effective date of this Agreement.

C. Verification of Coverage. CONTRACTOR shall furnish CITY with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.

D. Subcontractors. CONTRACTOR shall include all subcontractors as insured under its policies. All coverage for subcontractors shall be subject to all of the requirements stated herein.

E. Insurer's Qualifications. All insurance required under this section and all renewals of this agreement shall be issued by good and responsible companies admitted to do and doing business in the State of California and be rated in the "A" category by Best's Insurance Guide.

F. Excess Insurance. If CONTRACTOR maintains higher insurance limits than the minimums specified herein, CITY shall be entitled to coverage for the higher limits maintained by CONTRACTOR.

PLEASE INITIAL:

_____ CONTRACTOR has read and understand the insurance requirements outlined and hereby affirms that (1) the cost of providing such insurance has been incorporated in CONTRACTOR's proposal, and (2) that CONTRACTOR has confirmed that CONTRACTOR will be able to obtain the required insurance coverages if awarded the contract.

22. Bond Requirements. CONTRACTOR shall, prior to the execution of the Agreement, furnish proof of liability insurance as required and two (2) bonds by an insurance company that is licensed and admitted to do business in the State of California and is acceptable to the CITY, one in the amount of 100% of the agreement price, to guarantee the faithful performance of the work, and one in the amount of 100% of the agreement price to guarantee payment of all claims for labor and materials furnished. This Agreement shall not become effective until such liability insurance certificate and bonds are supplied and approved by the CITY.

23. Termination on Notice. CITY may terminate this Agreement immediately for cause or without cause upon giving thirty (30) calendar days written notice to CONTRACTOR. In the event of termination without cause, CITY shall pay all outstanding charges for services performed and approved by CITY as of the date of termination. Termination shall not extinguish any outstanding performance obligations under this Agreement, including but not limited to, making financial records available for review, return of any private or confidential information, warranties, or mutual indemnities.

24. Suspension of Performance. For the convenience of CITY or because of events beyond the control of CITY, CITY may give written notice to CONTRACTOR to suspend all work under this Agreement. If CONTRACTOR'S work is suspended for longer than a period of one hundred twenty (120) days, an adjustment to CONTRACTOR'S compensation may be made for increased costs, if any, and this Agreement shall be modified accordingly.

25. Notices. If either party shall desire or is required to give notice to the other such notice shall be given in writing, via prepaid U.S. certified or registered postage, addressed to recipient as follows:

To CITY:

City of San Ramon

Attn: City Clerk

7000 Bollinger Canyon Road

San Ramon, CA 94583

To CONTRACTOR:

Contractor

Attn: **Contact Name, Contact Title**

Address

Address

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

26. Commencement, Completion and Closeout. Time is of the essence in the performance of this Agreement. Any time extension granted to CONTRACTOR must be in writing and shall not constitute a waiver of right CITY may have under the Agreement.

It shall be the responsibility of CONTRACTOR to coordinate and schedule the work to be performed so that commencement and completions take place in accordance with the provisions of the Agreement. Within thirty (30) days of completion CONTRACTOR shall submit to CITY a final billing to include all costs, charges, and claims in connection with the completed work. CITY shall not be required to pay for any work or claims not included on the aforementioned final billing.

27. Jurisdiction, Venue, and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the Parties waive all provisions of law providing for a

change of venue in these proceedings to any other county. This Agreement shall be governed by the laws of the State of California.

28. Signatures and Counterparts. This Agreement may be entered into by the Parties by signing any one or more counterparts, all of which shall constitute one and the same instrument. It is understood and agreed that this Agreement shall become effective and binding when one or more counterparts have been executed by each party and delivered to each other party. Additionally, facsimile and scanned signatures shall be binding the same as originals.

29. Entire Agreement of Parties. This Agreement supersedes any and all agreements, oral or written, between the parties with respect to the rendering of services by CONTRACTOR to CITY and contains all of the representations, covenants and agreements between the parties as to the rendering of those services.

END OF AGREEMENT

Payment Bond

The City of San Ramon ("City") and _____ ("Contractor") have entered into a contract, dated _____, 2020 ("Contract") for work on the **On-Call Asphalt Concrete Crack Sealing Services** Project ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

- 1. General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to City as obligee in an amount not less than \$ _____, under California Civil Code § 9550 et seq., to ensure payment to authorized claimants. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.
- 2. Surety's Obligation.** If Contractor or any of its Subcontractors fails to pay a person authorized in California Civil Code § 9100 to assert a claim against a payment bond, any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor and its Subcontractors under California Unemployment Insurance Code § 13020 with respect to the work and labor, then Surety will pay the obligation.
- 3. Beneficiaries.** This Bond inures to the benefit of any of the persons named in California Civil Code § 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.
- 4. Duration.** If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.
- 5. Waivers.** Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845. City waives the requirement of a new bond for any supplemental contract under Civil Code § 9550. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Email: _____

- 6. Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Contra Costa County Superior Court, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

7. **Effective Date; Execution.** This Bond is entered into and is effective on _____, 20__.

SURETY:

Business Name

s/ _____

Date

Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

Business Name

s/ _____

Date

Name, Title

APPROVED BY CITY:

s/ _____

Date

Martin Lysons, City Attorney
Name, Title

END OF PAYMENT BOND

Performance Bond

The City of San Ramon ("City") and _____ ("Contractor") have entered into a contract, dated _____, 2020 ("Contract") for work on the **On-Call Asphalt Concrete Crack Sealing Services** Project ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

1. **General.** Under this Bond, Contractor as Principal and _____, its surety ("Surety"), are bound to City as obligee for an amount not less than \$_____ to ensure Contractor's faithful performance of its obligations under the Contract. This Bond is binding on the respective successors, assigns, owners, heirs, or executors of Surety and Contractor.
2. **Surety's Obligations.** Surety's obligations are co-extensive with Contractor's obligations under the Contract. If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract, and Contractor has timely provided a warranty bond as required under the Contract, Surety's obligations under this Bond will become null and void upon City's acceptance of the Project, excluding any exceptions to acceptance, if any. Otherwise, Surety's obligations will remain in full force and effect until expiration of the one-year warranty period under the Contract.
3. **Waiver.** Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code §§ 2819 and 2845.
4. **Application of Contract Balance.** Upon making a demand on this Bond, City will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by City to Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or backcharges to which City is entitled under the terms of the Contract.
5. **Contractor Default.** Upon written notification from City of Contractor's termination for default under Article 13 of the Contract General Conditions, time being of the essence, Surety must act within the time specified in Article 13 to remedy the default through one of the following courses of action:
 - 5.1 Arrange for completion of the Work under the Contract by Contractor, with City's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;
 - 5.2 Arrange for completion of the Work under the Contract by a qualified contractor acceptable to City, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense; or
 - 5.3 Waive its right to complete the Work under the Contract and reimburse City the amount of City's costs to have the remaining Work completed.
6. **Surety Default.** If Surety defaults on its obligations under the Bond, City will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.
7. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and sent to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____

Email: _____

8. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Contra Costa County Superior Court, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.
9. **Effective Date; Execution.** This Bond is entered into and effective on _____, 2020.

SURETY:

Business Name

s/ _____

Date

Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

Business Name

s/ _____

Date

Name, Title

END OF PERFORMANCE BOND

Warranty Bond

The City of San Ramon ("City") and _____ ("Contractor") have entered into a contract, dated _____, 2020 ("Contract") for work on the **On-Call Asphalt Concrete Crack Sealing Services** Project ("Project"). The Contract is incorporated by reference into this Warranty Bond ("Bond").

1. **General.** Under this Bond, Contractor as principal and _____, its surety ("Surety"), are bound to City as obligee in the maximum amount of 15% of the final Contract Price, unless otherwise specified in the Contract Documents.
2. **Warranty Period.** The Contract requires Contractor to guarantee its work and that of its Subcontractors on the Project, against defects in materials or workmanship which are discovered during the one-year period commencing with City's acceptance of the Project ("Warranty Period").
3. **Surety's Obligations.** If Contractor faithfully carries out and performs its guarantee under the Contract, and, on due notice from City, repairs and remedies, at its sole expense, any and all defects in materials and workmanship in the Project which are discovered during the Warranty Period, or if Contractor promptly reimburses City for all loss and damage that City sustains because of Contractor's failure to make such repairs in accordance with the Contract requirements, then Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.
4. **Waiver.** Surety waives the provisions of Civil Code §§ 2819 and 2845.
5. **Notice.** Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____
6. **Law and Venue.** This Bond will be governed by California law, and venue for any dispute pursuant to this Bond will be in the Contra Costa County Superior Court, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.
7. **Effective Date; Execution.** This Bond is entered into and is effective on _____, 2020.

[Signatures are on the following page.]

SURETY:

Business Name

s/ _____

Date

Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

CONTRACTOR:

Business Name

s/ _____

Date

Name, Title

END OF WARRANTY BOND

Attachment B – Scope of Services

Bid Schedule

AL = Allowance
LF = Linear Foot

CF = Cubic Feet
LS = Lump Sum

CY = Cubic Yard
SF = Square Feet

EA = Each LB = Pounds
TON = Ton (2000 lbs)

BID ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT COST	EXTENDED TOTAL AMOUNT
1	Mobilization per Work Order	EA	4		
2	Traffic Control System for Arterial Street	DAY	2		
3	Traffic Control System for Collector Street	DAY	3		
4	Traffic Control System for Residential Street	DAY	20		
5	Changeable Message Signs (CMS)	EA	4		
6	Crack Sealing	LB	35,000		
TOTAL:					

General & Special Conditions

1. General

The scope of services for this contract shall be to provide on-call asphalt concrete crack sealing and filling services (“**Services**”) for crack sealing various streets, trails, parks parking lots, and other pathway/road facilities located throughout the City.

The Work is to be performed on an on-call and as-needed basis, based on Work Orders issued by the City, as further specified in the Contract Documents. The work embraced herein shall be done in accordance with the City of San Ramon Standard Specifications, Standard Plans and General Provisions, hereinafter referred to as the San Ramon Standard Details and San Ramon Standards; and the Standard Specifications and the Standard Plans, dated 2015, of the State of California Department of Transportation also referred to as the State Standard Plans and the State Standard Specifications, insofar as they may apply; and in accordance with the following scope of work.

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

When requested by the City’s project manager, the contractor shall mobilize to the site within five (5) working days of receiving any “notice to proceed” associated with the Work Order. The work shall be completed within the time specified by the Work Order and as agreed upon at the time of issuance of the Work Order or within ten (10) working days if not specified within the Work Order.

2. General

Superintendence

The Contractor shall designate in writing, before starting work, an authorized employee to represent and act on behalf of the Contractor at the jobsite. The Contractor’s field supervisor shall be present at the jobsite at all times when any work is in progress, including any work by any subcontractor. Failure of this representative to be at the jobsite when work is in progress will be considered as failure to perform a provision of the contract, and the Engineer may suspend the work until arrangements have been made to have the field supervisor at the jobsite. Emergency telephone numbers needed to reach the Contractor and the Superintendent shall be provided to the City at the Pre-Construction Conference.

Character of workmen

All subcontractors, and employees of the Contractor, while on City property and engaged directly or indirectly in City business, shall conduct themselves in accordance with the City of San Ramon Sexual Harassment and Equal Opportunity Policy. This policy prohibits comments, slurs, jokes, innuendoes, pranks, physical harassment, unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a

sexual nature. Copies of the policy are available for review at the office of Engineering Services at 2401 Crow Canyon Road, San Ramon. Violators of this policy shall be discharged from the construction site immediately upon written direction of the Engineer, and shall not again be employed on the project.

Certified Payroll

It is the legal responsibility of the Contractor and all sub-contractors performing work on the project to pay all laborers, workmen and mechanics on said work not less than the prevailing wage rate for type of work performed as set forth in the General Prevailing Wage Determination made by the Director of Industrial Relations in accordance with Section 1770 of the California Labor Code.

The contractor shall submit copies of the Certified Payroll to the City on monthly basis prior to submitting any pay application. The City shall not process any progress pay estimates until copies of the Certified Payroll have been received by the City for the pay period for which the contractor is requesting payment. After a review of the Certified Payroll by the City, if it is determined that there are discrepancies between the general prevailing wage and the actual payment to the workmen, the City will hold the payment due to the contractor until such discrepancies are resolved and will report the violation to the Department of Labor.

Permits and Business License

The Contractor will be required to obtain the permits described below to do the work in connection with the Contract:

1. Encroachment Permit: Contractor shall obtain from the City of San Ramon Engineering Department a "No Fee" encroachment permit application prior to the preconstruction conference. The Contractor shall not begin work until City Encroachment Permit has been issued.

The Contractor shall procure any other permits, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The Contractor shall at all times comply with the terms and conditions of any permit or license required by the City or other authority during the performance of the work of this contract.

The Contractor and all subcontractors are responsible for obtaining a City of San Ramon Business License prior to the start of the work associated with this contract.

3. Mobilization and Staging

No on-site storage or staging areas shall be provided by the City. Sanitary restroom facilities shall be furnished and maintained by the Contractor, and shall be mounted on a moveable trailer and moved to various locations throughout the project as necessary. The Contractor's proposed locations for restroom facilities shall be reviewed with the Engineer prior to delivery and placement of restroom facilities. Restroom facilities shall be removed from the jobsite every weekend and on holidays.

4. Environmental Considerations

Contractor shall comply with all air pollution, water quality, and other environmental control rules, regulations, ordinances and statutes that apply to the project and execution of the work performed pursuant to the Contract, including the requirements of the Contra Costa Clean Water Program with respect to the Pollution Prevention Program. Contractor shall implement construction site Best Management Practices (BMP's) for control of non-storm water and point discharges, erosion and sediment control.

5. Traffic Control

The contractor shall provide all necessary traffic control to maintain safety on the City streets during crack sealing operations and as specified in individual Work Orders. Attention is directed to Section 7-1.03, "Public Convenience", Section 7-1.04, "Public Safety", and Section 12, "Temporary Traffic Control", of the State Standard Specifications. Nothing in these Special Provisions shall be construed as relieving the Contractor from the responsibilities for public safety.

Lane closures shall conform to the details shown in the most current edition of the "California Manual on Uniform Traffic Control Devices" (CAMUTCD), Caltrans Standard Plans T11, "Traffic Control System for Lane Closure on Multi-lane Conventional Highway", and T13, "Traffic Control System for Lane Closure on Two Lane Conventional Highways", the provisions specified in Section 10-4, "Traffic Control System", of these Special Provisions.

Contractor shall schedule, stage and conduct all construction operations with regard to public convenience and in a manner to provide for the safe and expeditious movement of traffic.

Prior to commencing any activity within any public right-of-way and as directed by City Inspector or Project Manager, the Contractor shall submit to the City a traffic control plan and implement traffic control measures in accordance with the City approved traffic control plan.

If necessary, contractor shall furnish and install temporary "No Parking" signs at least seventy-two (72) hours prior to the effective time of such restriction as needed to facilitate the work in public parking areas, in accordance with these Special Provisions.

Personal vehicles of the Contractor's employees shall not be parked on the travel way, including any section closed to public traffic.

Qualified flaggers shall be utilized:

- When it is necessary to change traffic controls frequently.
- For stopping of through traffic for equipment movement.
- For alternate directional use of a signal traffic lane.
- To expedite the safe movement of traffic through or around work zones.
- To expedite the safe movement of traffic through intersections.

Flaggers shall be properly positioned, attired and equipped to perform these functions.

6. Hours of Lane Closures

Lane closures shall be restricted to the hours of 8:30 A.M. to 4:30 P.M. Additional restrictions may apply to arterial roads and in areas in front of schools. Minor operations which do not require a lane closure shall be completed during the normal working hours. The full width of traveled way shall be open for use by public traffic on Saturdays, Sundays, holidays, at the end of each working period, and when construction activities are not actively in progress. Contractor's operations shall be so scheduled that traffic control can be discontinued and all lanes open to traffic no later than the stated time.

7. Sealing and Sealing Materials

Crack sealing work shall include cleaning, and sealing pavement cracks one-quarter inch (1/4") and greater in width.

The Contractor shall submit certificates from suppliers stating compliance of materials with the requirement of this section. The crack filler shall be a mixture of paving asphalt and ground rubber or ground rubber and polymer which conforms to the following requirements:

Test	Test Method	Specification
Softening Point	ASTM D-36	180°F minimum
Cone Penetration@ 77°F	ASTM D-3407	30 minimum 90 maximum
Resilience@ 77°F	ASTM D-3407	40% minimum
Flow @ 140°F	ASTM D-3407	3 mm maximum

The gradation of the ground rubber shall be such that 100% will pass a No. 8 sieve.

The modified asphalt materials shall be furnished premixed in containers with an inside liner of polyethylene. Packaged material shall not exceed sixty (60) lbs. in weight. Storage and heating instructions and cautions shall be supplied by the vendor with each shipment. The materials shall be capable of being melted and applied to cracks and joints at temperatures below 400°F. When heated, it shall readily penetrate cracks one-quarter inch (1/4") wide or larger.

A Certificate of Compliance conforming to Section 6-3.05E, "Certificates of Compliance," of the State Standard Specifications shall be supplied with each shipment.

All cracks shall be blown clean of loose materials with a high pressure air nozzle (90 psi or greater) to the satisfaction of the Engineer. Loose materials include vegetation, dust, dirt, moisture, old sealant, and foreign material. Cracks equal to or wider than one-quarter inch (1/4"), shall only be routed to create a uniform width at the direction of the project manager.

Equipment used by the Contractor shall be specifically built for this purpose and shall be of current manufacturer (Crafco Model BC-350 or an approved equal).

The asphalt-rubber shall be heated to a minimum temperature of 325°F, but not greater than 390°F, or as specified by the manufacturer and as approved by the Engineer. The material shall be held in the mixing tank at application temperature until very little separation of the rubber and asphalt occurs when a bead of sealant material is placed on the pavement. Sealant material may be added to the mix as long as the minimum temperature of 325°F is maintained.

Cracks shall be sealed from the bottom up. Sealant material shall be applied so it is flush with the pavement surface. Sealant material must not be higher than the adjacent surface. Any excess shall be squeegeed flush to provide a smooth finish.

All crack sealing work must be accompanied by appropriate signs informing the public of "Fresh Asphalt" conditions, until sealing material does not track. The Contractor shall schedule crack sealing to close one-half (1/2) of the traveled way at a time to perform all operations and allow sufficient time for curing of crack sealing material.

Traffic shall not be allowed on the material until it has cured or until it has been sanded to prevent tracking and damage to vehicles. Sweep up excess sand before opening to traffic.

END OF ATTACHMENT B

Attachment C – Qualifications and Proposal Form

Qualifications and Proposal

On-Call Stop Gap Crack Sealing Project (CIP 000002 and CIP 000003)

_____ (“Respondent”) hereby submits this Qualifications and Proposal to the City of San Ramon (“City”) in response to the City's Request for Qualifications and Proposals (“RFQ/P”) for the above-referenced project (“Project”) and in accordance with the Contract Documents referenced in the RFQ/P.

PART I - QUALIFICATIONS

A. General Information

Respondent Business Name: _____

Respondent's California Contractor's License Number(s): _____

Respondent's DIR Registration Number: _____

Check One: Corporation (State of incorporation: _____)
 Partnership
 Sole Proprietorship
 Joint Venture of: _____
 Other: _____

Main Office Address and Phone: _____

Local Office Address and Phone: _____

Website address: _____

Summary of type of services Respondent provides in relation to the Services required by the City: _____

Primary representative contact name, title, phone, email: _____

B. Respondent Experience

1. How many years has Respondent been in business under its present business name?

_____ years

2. Has Respondent completed projects similar in type and size to this Project as a general contractor?

_____ Yes _____ No

3. Has Respondent ever been disqualified from a bid on grounds that it is not responsible, or otherwise disqualified or disbarred from bidding under state or federal law?

_____ Yes _____ No

If yes, provide additional information on a separate sheet regarding the disqualification or disbarment, including the name and address of the agency or owner of the project, the type and size of the project, the reasons that Respondent was disqualified or disbarred, and the month and year in which the disqualification or disbarment occurred.

4. Has Respondent ever been terminated for cause, alleged default, or legal violation from a construction project, either as a general contractor or as a sub-contractor?

_____ Yes _____ No

If yes, provide additional information on a separate sheet regarding the termination, including the name and address of the agency or owner of the subject project, the type and size of the project, whether Respondent was under contract as a general contractor or a sub-contractor, the reasons that Respondent was terminated, and the month and year in which the termination occurred.

5. In the last five (5) years, from the Respondent Submission, has the Respondent paid liquidated damages in excess of ten thousand dollars (\$10,000) or ten percent (10%) of the value of a contract?

_____ Yes _____ No

If yes, provide additional information on a separate sheet regarding the amount in liquidated damages, including the name and address of the agency or owner of the subject project, the type and size of the project, whether Respondent was under contract as a general contractor or a sub-contractor, and the month and year in which the termination occurred.

6. Briefly describe Respondent's experience with respect to items 6.a – 6.i, listed below, on separate sheet(s) labelled "Responses to Qualifications and Proposal Part I, B.6." A concise paragraph for each item is appropriate, with emphasis on neatness, clarity, and brevity.

- a. Experience working in the public right of way including residential, collector and arterial roads.
- b. Experience with crack sealing ¼" width cracks and larger.
- c. Experience with different types of crack filling.
- d. Experience with roving traffic control, for crack sealing.
- e. Experience with traffic control around schools.
- f. Business organization and financial capacity to perform the work on an on-call basis.
- g. Ownership and availability of equipment, tools, and materials required to perform the Work on an on-call basis.
- h. Availability of full-time, skilled labor and supervision to perform the Work on an on-call basis.
- i. Any special equipment, unique approaches to the Work, or other relevant expertise.

7. List three of Respondent's past public agency projects (within the last 5 years) performed as general contractor, or sub-contractor which are most similar to this Project including scope and character of the work:

Project #1: _____

Project #2: _____

Project #3: _____

Provide all of the following information below, for each project identified above, using "N/A" for any information below that is clearly inapplicable to the project, and clearly label attached sheets:

- a. Project name, Contracted City or Public Agency, and brief description services provided;
- b. Contracted project City or Public Agency project contact information (name, title, phone number, and email address);
- c. Respondent's field supervisor name;
- d. Whether this was an on-call contract or sub-contract;
- e. Type and Method of crack seal used, average lbs/mile,
- f. Type of Equipment used
- g. Arterial, collector, and/or residential streets and type of traffic control used;
- h. Original scheduled completion date and actual date of completion;
- i. Number and amount of stop notices filed;
- j. Amount of any liquidated damages assessed against Respondent; and

Attachment D – Bid Schedule Form

Bid Schedule

This Bid Schedule must be completed in ink and included with the sealed Bid Proposal. Pricing must be provided for each Bid Item as indicated. Items marked "(SW)" are Specialty Work that must be performed by a qualified Subcontractor. The lump sum or unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead. The sum of all amounts entered in the "Extended Total Amount" column must be identical to the Base Bid price entered in Section 1 of the Bid Proposal form.

AL = Allowance CF = Cubic Feet CY = Cubic Yard EA = Each LB = Pounds
 LF = Linear Foot LS = Lump Sum SF = Square Feet TON = Ton (2000 lbs)

BID ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT COST	EXTENDED TOTAL AMOUNT
1	Mobilization per Work Order	EA	4		
2	Traffic Control System for Arterial Street	DAY	2		
3	Traffic Control System for Collector Street	DAY	3		
4	Traffic Control System for Residential Street	DAY	20		
5	Changeable Message Signs (CMS)	EA	4		
6	Crack Sealing	LBS	35,000		

TOTAL BASE BID: Items 1 through 6 inclusive: \$ _____

BIDDER INITIAL REQUIRED

_____ Bidder has read and understood the insurance requirements outlined in **Attachment A**, Section 23 and hereby affirms (1) the cost of providing such insurance has been incorporated in the Bid Schedule, and (2) Respondent has confirmed that Respondent will be able to obtain the required insurance coverages if awarded the contract.

Note: The amount entered as the "Total Base Bid" should be identical to the Base Bid amount entered in Section 1 of the Bid Proposal form.

BIDDER NAME: _____

END OF ATTACHMENT D

Attachment E – Subcontractor List Form

Subcontractor List

For each Subcontractor that will perform a portion of the Work in an amount in excess of one-half of 1% of the maximum Contract Price of \$265,000,¹ the Proposer must list a description of the Work, the name of the Subcontractor, its California contractor license number, the location of its place of business, its DIR registration number, and the portion of the Work that the Subcontractor is performing based on a percentage of the maximum Contract Price of \$265,000.

DESCRIPTION OF WORK	SUBCONTRACTOR NAME	CALIFORNIA CONTRACTOR LICENSE NO.	LOCATION OF BUSINESS	DIR REG. NO.	PERCENT OF WORK

END OF ATTACHMENT E

¹ For street or highway construction this requirement applies to any subcontract of \$10,000 or more.

Attachment F – Anticipated Work Order #1 Street List

PROPOSED WORK ORDER #1 STREET LIST

Street Name	Beginning Location	End Location	Garbage Day	Sweep Day
ASCOT DRIVE	BROADMOOR DRIVE	BROADMOOR DRIVE	Monday	Wednesday
AUSTIN CREEK AVENUE	BENT CREEK DRIVE	DOUGHERTY ROAD	Friday	Tuesday
BEAVER CREEK COURT	BENT CREEK DRIVE	W END	Friday	Tuesday
BENT CREEK DRIVE	OLD RANCH ROAD	STONEY CREEK DRIVE (S)	Friday	Tuesday
BURNEY CREEK PLACE	BENT CREEK DRIVE	END	Friday	Tuesday
BURNS COURT	BURNS CIRCLE	END	Monday	Wednesday
CAMERON CIRCLE	ASCOT DRIVE (E)	ASCOT DRIVE (W)	Monday	Wednesday
CARLISLE COURT	WISTREETERIA STREET	END	Friday	Tuesday
CRAYDON COURT	CRAYDON CIRCLE	END	Friday	Tuesday
DEERWOOD ROAD	CROW CANYON ROAD	DEERWOOD DRIVE	Tuesday	Thursday
DEERWOOD ROAD (EB)	DEERWOOD DRIVE	OLD CROW CANYON ROAD	Tuesday	Thursday
DEERWOOD ROAD (WB)	OLD CROW CANYON ROAD	DEERWOOD DRIVE	Tuesday	Thursday
DOGWOOD COURT	FIRCREST LANE	END	Friday	Tuesday
DOGWOOD PLACE	FIRCREST LANE	END	Friday	Tuesday
DOLORES DRIVE	MONTEVIDEO DRIVE	TOLUCA DRIVE	Monday	Wednesday
DUNBARTON CIRCLE	BROADMOOR DRIVE (N)	BROADMOOR DRIVE (S)	Monday	Wednesday
DUNBARTON COURT	DUNBARTON CIRCLE	END	Monday	Wednesday
DUNDEE COURT	CHAUCER CIRCLE	END	Monday	Wednesday
EAGLE CREEK COURT	BENT CREEK DRIVE	END	Friday	Tuesday
EVANS CREEK COURT	BENT CREEK DRIVE	END	Friday	Tuesday
FALLEN LEAF CIRCLE	SUMMERWOOD LOOP (S)	SUMMERWOOD LOOP (N)	Monday	Wednesday
FALLVIEW STREET	FALLEN LEAF CIRCLE (W)	FALLEN LEAF CIRCLE (E)	Monday	Wednesday
FIDDLE CREEK COURT	BENT CREEK DRIVE	END	Friday	Tuesday
FIFE COURT	ASCOT DRIVE	END	Monday	Wednesday
HAT CREEK COURT	BENT CREEK DRIVE	END	Friday	Tuesday
HELENA CREEK COURT	BENT CREEK DRIVE	END	Friday	Tuesday
HELIX COURT	WISTREETERIA STREET	END	Friday	Tuesday
KIMBALL AVENUE	ALCOSTA BLVD	VILLAGE PARKWAY		
LINDELL LANE	OLD RANCH ESTATE DRIVE	END	Friday	Tuesday
LOMOND CIRCLE	ASCOT DRIVE (E)	ASCOT DRIVE (W)	Monday	Wednesday
LOMOND COURT	LOMOND CIRCLE	END	Monday	Wednesday
MARLBORO WAY	MONTEVIDEO DRIVE	APTOS WAY	Monday	Wednesday
MORNING HILLS COURT	PORTILLO VALLEY DRIVE	END	Friday	Tuesday
OLD RANCH COURT	OLD RANCH ROAD	END	Friday	Tuesday
PLEASANT VALLEY COURT	W END	PORTILLO VALLEY DRIVE	Friday	Tuesday
PORTILLO VALLEY DRIVE	OLD RANCH ESTATE DRIVE	WILDFLOWER VALLEY COURT	Friday	Tuesday
QUINCY COURT	MARLBORO WAY	END	Monday	Wednesday
RUBICON VALLEY COURT	PORTILLO VALLEY DRIVE	END	Friday	Tuesday
SADDLE CREEK COURT	BENT CREEK DRIVE	END	Friday	Tuesday
SALEM COURT	OAKHAM DRIVE	END	Monday	Wednesday
SANDY WAY	MARLBORO WAY	BROADMOOR DRIVE	Monday	Wednesday
SHETLAND COURT	LOMOND CIRCLE	END	Monday	Wednesday
SPRINGFIELD DRIVE	SUMMERWOOD LOOP	END	Monday	Wednesday
SUMMER CREEK LANE	SUMMERWOOD LOOP	END	Monday	Wednesday
SUMMERFORD CIRCLE	SUMMERWOOD LP (E)	SUMMERWOOD LP (W)	Monday	Wednesday
SUMMERSET COURT	SUMMERWOOD LOOP	END	Monday	Wednesday
SUMMERWOOD LOOP	ALCOSTA BLVD (N)	ALCOSTA BLVD (S)	Monday	Wednesday
TOLEDO DRIVE	VERACRUZ DRIVE	DOLORES DRIVE	Monday	Wednesday
TOLUCA DRIVE	MONTEVIDEO DRIVE	N END	Monday	Wednesday
WEYMOUTH COURT	BROADMOOR DRIVE	END	Monday	Wednesday
WILDFLOWER VALLEY COURT	PORTILLO VALLEY DRIVE	END	Friday	Tuesday
WINTERHAVEN COURT	FIRCREST LANE	END	Friday	Tuesday

END OF ATTACHMENT F