

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Matthew J. Fertal	From:	Keith G. Jones
Dept:	City Manager	Dept:	Public Works
Subject:	RECOMMENDATION TO AWARD CONTRACT FOR 2010 CDBG RESIDENTIAL REAS SLURRY SEAL IFB #S-1060	Date:	July 13, 2010

OBJECTIVE

To receive authorization from the City Council for the City Manager to execute a contract with Pavement Coatings Company for 2.38 center lane miles of Residential Slurry Seal, using Rubberized Emulsion Asphalt Slurry (REAS).

BACKGROUND

Selected streets for the 2010 Community Development Block Grant (CDBG) Residential REAS Slurry Seal have been identified, reviewed, and City crews are completing all necessary preparation work. The Purchasing Division was requested to advertise for bids for this project.

ANALYSIS

In response to prescribed bidding procedures, the following bids were received:

Contractor	Total Cost
Pavement Coatings Co. Mira Loma, CA	\$149,694.80
All American Asphalt Corona, CA	\$178,452.17

The Streets Division examined the bids received and determined that the lowest responsible bidder is Pavement Coatings Co. Furthermore, staff has researched the proposed contractor's service history with the City of Garden Grove and the public, finding no discrepancies in customer service.

FINANCIAL IMPACT

Funding for this project was made available through a CDBG. The funds are allocated in Fund 161, Package 2717.

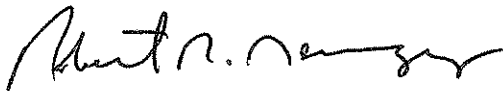
RECOMMENDATION

It is recommended that the City Council:

- Award the contract to the lowest responsible bidder, Pavement Coatings, Co. for the 2010 CDBG Residential REAS Slurry Seal Project in the amount of \$149,694.80.
- Authorize the City Manager to execute the agreement on behalf of the City.

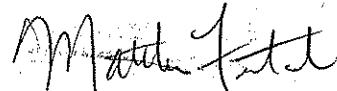


KEITH G. JONES
Public Works Director



BY: Robert R. Moungey
Public Works Supervisor

Recommended for Approval



Matthew Ferial
City Manager

Attachment: 1) Finance Division Analysis/Recommendation
2) Agreement

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Keith Jones	From: Kingsley Okereke
Dept: Public Works	Dept: Finance
Subject: Bid No. S-1060: Furnish all Labor, Material, and Equipment for 2010 CDBG RESIDENTIAL REAS SLURRY SEAL	Date: June 21, 2010

OBJECTIVE

Provide bid analysis, evaluation results, and recommendation for IFB No. S-1060 for Furnish all Labor, Material, and Equipment for 2010 CDBG Residential REAS Slurry Seal.

ANALYSIS

IFB No. S-1060 was advertised on May 7, 2010 and re-advertised on May 14, 2010. The bid document was posted on the City's website on May 7, 2010 via the Planet Bids on-line bidding system. There were 12 prospective bidders for this project. One addendum was issued to clarify the specification. A mandatory pre-bid meeting was held on May 19, 2010 with four prospective bidders in attendance.

EVALUATION

Two (2) bids were received and opened on June 7, 2010. Bid results are as follows:

COMPANY	TOTAL COST
Pavement Coatings Co. Mira Loma, CA	\$149,694.80
All American Asphalt Corona, CA	\$178,452.17

All bids were found to be responsive.

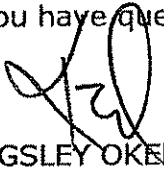
IFB No S-1060
CDBG Residential Slurry Seal
June 21, 2010

RECOMMENDATION


It is recommended that the Public Works Department seek City Council approval to:

- Award a contract to Pavement Coatings, Co. for the CDBG Residential Slurry Seal, in the firm fixed amount of \$149,694.80.
- Authorize the City Manager to execute the agreement.

If you have questions, please contact Sandra Segawa at Ext. 5050.



KINGSLEY OKEREKE
Finance Director



By: Sandra Segawa, C.P.M., CPPB
Purchasing Agent

Cc: Robert Moungey, Public Works

SECTION 4 - AGREEMENT**PROJECT AGREEMENT**

THIS AGREEMENT is made this ___ day of _____, 2010 by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and **Pavement Coatings Co.**, hereinafter referred to as ("CONTRACTOR").

RECITALS:

The following recitals are a substantive part of this Agreement:

This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED _____.

CITY desires to utilize the services of CONTRACTOR to **Furnish all Labor, Material, and Equipment for 2010 CDBG RESIDENTIAL REAS SLURRY SEAL.**

CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 4.0 **Compensation.** CONTRACTOR shall be compensated as follows:
 Compensation under this agreement shall be a Not to exceed (NTE) amount of One Hundred Forty Nine Thousand Six Hundred Ninety Four Dollars and 80/100 (\$149,694.80) payable in arrears and in accordance with Bid Proposal (Attachment B), which is attached and is hereby incorporated by reference. Payment for work under this Agreement shall be made per invoice for work completed. All work shall be in accordance with Bid No. S-1060 and the Technical Specification (Attachment A), which is attached and is hereby incorporated by reference.
- 4.1 **General Conditions.** CONTRACTOR certifies and agrees that all the terms, conditions and obligations of the Contract Documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed have been thoroughly reviewed, and enters into this Contract based upon CONTRACTOR'S investigation of all such matters and is in no way relying upon any opinions or representations of CITY. It is agreed that this Contract represents the entire agreement. It is further agreed that the Contract Documents including the Notice Inviting Bids, Special Instructions to Bidders, if any, and Contractor's Proposal, are incorporated in this Contract by reference, with the same force and effect as if the same were set forth at length herein,

and that CONTRACTOR and its subcontractors, if any, will be and are bound by any and all of said Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Contract.

"Project" as used herein defines the entire scope of the work covered by all the Contract Documents. Anything mentioned in the Specifications and not indicated in the Plans, or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of discrepancy in the Plans or Specifications, the matter shall be immediately submitted to City's Engineer, without whose decision CONTRACTOR shall not adjust said discrepancy save only at CONTRACTOR'S own risk and expense. The decision of the Engineer shall be final.

4.2 Materials and Labor. CONTRACTOR shall furnish, under the conditions expressed in the Plans and Specifications, at CONTRACTOR'S own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by the CITY, to complete the project, in good workmanlike and substantial order. If CONTRACTOR fails to pay for labor or materials when due, CITY may settle such claims by making demand upon the surety to this Agreement. In the event of the failure of refusal of the surety to satisfy said claims, CITY may settle them directly and deduct the amount of payments from the Contract price and any amounts due to CONTRACTOR. In the event CITY receives a stop notice from any laborer or material supplier alleging non-payment by CONTRACTOR, CITY shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.

4.3 Project. The PROJECT is described as: **Furnish all Labor, Material, and Equipment for 2010 CDBG RESIDENTIAL REAS SLURRY SEAL.**

4.4 Plans and Specifications. The work to be done is described in a set of detailed Plans and Specifications entitled **Furnish all Labor, Material, and Equipment for 2010 CDBG RESIDENTIAL REAS SLURRY SEAL.**

Said Plans and Specifications and any revisions, amendments or addenda thereto are attached hereto and incorporated herein as part of this Contract and referred to by reference. The work to be done must also be in accordance with the General Provisions, Standard Specifications and Standard Plans of City which are also incorporated herein and referred to by reference.

4.5 Time of Commencement and Completion. CONTRACTOR agrees to commence the Project with TEN (10) calendar days from the date set forth in the "Notice to Proceed" sent by City and shall diligently prosecute the work to completion within **THIRTY (30)** calendar days from commencement of work excluding delays caused or authorized by the CITY as set forth in Sections 4.7, 4.8 and 4.9 hereof. The completion dates shall include any material delivery.

4.6 Time is of the Essence. Time is of the essence of this Contract. As required by the Contract Documents, CONTRACTOR shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of CONTRACTOR'S work in conformance with an

approved construction progress schedule. CONTRACTOR shall coordinate the work covered by this Contract with that of all other contractors, subcontractors and of the CITY, in a manner that will facilitate the efficient completion of the entire work in accordance with Section 4.5 herein. CITY shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other subcontractors, and, in general, all matters representing the timely and orderly conduct of the work of CONTRACTOR on the premises..

4.7 Excusable Delays. CONTRACTOR shall be excused for any delay in the prosecution or completion of the Project caused by acts of God; inclement weather; damages caused by fire or other casualty for which CONTRACTOR is not responsible; and act, neglect or default of CITY; failure of CITY to make timely payments to CONTRACTOR; late delivery of materials required by this CONTRACT to be furnished by CITY; combined action of the workers in no way caused by or resulting from default or collusion on the part of CONTRACTOR; a lockout by CITY; or any other delays unforeseen by CONTRACTOR and beyond CONTRACTOR'S reasonable control.

City shall extend the time fixed in Section 4.5 herein for completion of the Project by the number of days CONTRACTOR has thus been delayed, provided that CONTRACTOR presents a written request to CITY for such time extension within fifteen (15) days of the commencement of such delay and CITY finds that the delay is justified. CITY'S decision will be conclusive on the parties to this Contract. Failure to file such request within the time allowed shall be deemed a waiver of the claim by CONTRACTOR.

No claims by CONTRACTOR for additional compensation or damages for delays will be allowed unless CONTRACTOR satisfies CITY that such delays were unavoidable and not the result of any action or inaction of CONTRACTOR and that CONTRACTOR took all available measures to mitigate such damages. Extensions of time and extra compensation as a result of incurring undisclosed utilities will be determined in accordance with Section 9-103A of the State of California Department of Transportation Standard Specifications. The CITY'S decision will be conclusive on all parties to this Contract.

4.8 Extra Work. The Contract price includes compensation for all work performed by CONTRACTOR, unless CONTRACTOR obtains a written change order signed by a designated representative of CITY specifying the exact nature of the extra work and the amount of extra compensation to be paid all as more particularly set forth in Section 4.9 hereof. CITY shall extend the time fixed in Section 4.5 for completion of the Project by the number of days reasonably required for CONTRACTOR to perform the extra work, as determined by CITY'S Engineer. The decision of the Engineer shall be final.

4.9 Changes in Project.

4.9.1 CITY may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the

work within the general scope of the Contract, including but not limited to changes:

- a. in the Specifications (including drawings and designs);
- b. in the time, method or manner of performance of the work;
- c. in the City-furnished facilities, equipment, materials, services or site; or
- d. directing acceleration in the performance of the work.

4.9.2 A change order shall also be any other written order (including direction, instruction, interpretation or determination) from the CITY which causes any change, provided CONTRACTOR gives the CITY written notice stating the date, circumstances and source of the order and that CONTRACTOR regards the order as a change order.

4.9.3 Except as provided in this Section 4.9, no order, statement or conduct of the CITY or its representatives shall be treated as a change under this Section 9 or entitle CONTRACTOR to an equitable adjustment.

4.9.4 If any change under this Section 4.9 causes an increase or decrease in CONTRACTOR'S actual, direct cost or the time required to perform any part of the work under this Contract, whether or not changed by any order, the CITY shall make an equitable adjustment and modify the Contract in writing. Except for claims based on defective specifications, no claim for any change under paragraph (4.9.2) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as required in paragraph (4.9.2). In the case of defective specifications for which the CITY is responsible, the equitable adjustment shall include any increased direct cost CONTRACTOR reasonably incurred in attempting to comply with those defective specifications.

4.9.5 If CONTRACTOR intends to assert a claim for an equitable adjustment under this Section 4.9, it must, within thirty (30) days after receipt of a written change order under paragraph (4.9.1) or the furnishing of a written notice under paragraph (4.9.2), submit a written statement to the CITY setting forth the general nature and monetary extent of such claim. The CITY may extend the 30-day period. CONTRACTOR may include the statement of claim in the notice under paragraph (4.9.2) of this Section 4.9.

4.9.6 No claim by CONTRACTOR for an equitable adjustment shall be allowed if made after final payment under this Agreement.

4.9.7 CONTRACTOR hereby agrees to make any and all changes, furnish the materials and perform the work that CITY may require without nullifying this Contract. CONTRACTOR shall adhere strictly to the Plans and Specifications unless a change therefrom is authorized in writing by the CITY. Under no condition shall CONTRACTOR make any changes to the Project, either in additions or deduction, without the written order of the CITY and the CITY shall not pay for any extra charges made by

CONTRACTOR that have not been agreed upon in advance in writing by the CITY. CONTRACTOR shall submit immediately to the CITY written copies of its firm's cost or credit proposal for change in the work. Disputed work shall be performed as ordered in writing by the CITY and the proper cost or credit breakdowns therefore shall be submitted without delay by CONTRACTOR to CITY.

4.10 Liquidated Damages for Delay. The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified in Section 4.5 herein, plus the allowance made for delays or extensions authorized under Section 4.7, 4.8 and 4.9 herein, the CITY will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefore agree that CONTRACTOR will pay to CITY the sum of two hundred and fifty dollars (\$250.00) per day for each and every calendar day during which completion of the Project is so delayed. CONTRACTOR agrees to pay such liquidated damages and further agrees that CITY may offset the amount of liquidated damages from any moneys due or that may become due CONTRACTOR under the Contract.

4.11 Contract Price and Method of Payment. CITY agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum as itemized in the bid proposal. Progress payments shall be made to the CONTRACTOR per month for each successive month as the work progresses. The CONTRACTOR shall be paid such sum as will bring the total payments received since the commencement of the work up to ninety percent (90%) of the value of the work completed, less all previous payments, provided that the CONTRACTOR submits the request for payment prior to the end of the day required to meet the payment schedule. The CITY will retain ten percent (10%) of the amount of each such progress estimate and material cost until 30 days after the recordation of the Notice of Completion.

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the CITY'S Engineer, stating that the work for which payment is demanded has been performed in accordance with the terms of the Contract. Partial payments of the Contract price shall not be considered as an acceptance of any part of the work.

4.12 Substitution of Securities in Lieu of Retention of Funds. Pursuant to California Public Works Contract Code Section 22300, the CONTRACTOR will be entitled to post approved securities with the CITY or an approved financial institution in order to have the CITY release funds retained by the CITY to ensure performance of the Contract. CONTRACTOR shall be required to execute an addendum to this Contract together with escrow instructions and any other documents in order to effect this substitution.

4.13 Completion. CITY may require affidavits or certificates of payment and/or releases from any subcontractor, laborer or material supplier in connection with Stop Notices, which have been filed under the provisions of the statutes of the State of California.

4.14 Contractor's Employee Compensation.

4.14.1 General Prevailing Rate. CONTRACTOR shall comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the California Labor Code and all applicable federal requirements respecting the payment of prevailing wages. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of the Department of Industrial Relations (DIR) for similar classifications of labor, the CONTRACTOR and its Sucontractors shall pay not less than the higher wage rate. The DIR will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal Wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the CONTRACTOR and Subcontractors, the CONTRACTOR and its Subcontractors shall pay not less than the Federal Minimum wage rate which most closely approximates the duties of the employees in question." CONTRACTOR shall be responsible for compliance with the most recent Federal Wage Requirements and may reference <http://www.wdol.gov/dba.aspx#0>.

4.14.2 Forfeiture for Violation. CONTRACTOR shall, as a penalty to the CITY, forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by the CONTRACTOR or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770-1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

4.14.3 Travel and Subsistence Pay. Section 1773.8 of the Labor Code of the State of California, regarding the payment of travel and subsistence payments, is applicable to this Contract and CONTRACTOR shall comply therewith.

4.14.4 Apprentices. Section 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable to this Contract and the CONTRACTOR shall comply therewith if the prime contract involves thirty thousand dollars (\$30,000.00) or more or twenty (20) working days, or more; or if contracts of specialty contractors not bidding for work through the general or prime contractor are two thousand dollars (\$2,000.00) or more for five (5) working days or more.

4.14.5 Workday. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him thereunder except as provided in paragraph (4.14.2) above.

CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California and shall forfeit to the CITY as a penalty, the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.

4.14.6 Records of wages: Inspection. CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. All payroll records shall be certified as accurate by the applicable contractor or subcontractor or its agent have authority over such matters. CONTRACTOR further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all the provisions of Labor Code Section 1776, in general.

4.15 Surety Bonds. CONTRACTOR shall, upon entering into performance of this Agreement, furnish bonds in the amount of one hundred percent (100%) of the Contract price bid, to guarantee the faithful performance of the work, and the other in the amount of one hundred percent (100%) of the Contract price bid to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approve by the CITY. The Surety Company must have an AM Best rating of A-VII or better.

4.16 Insurance.

4.16.1 CONTRACTOR is also aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance with provisions of that Code and will comply with such provisions before commencing the performance of the work of this Contract.

4.16.2 CONTRACTOR and all subcontractors will carry workers' compensation insurance for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against the CITY, its officers, agents and employees and shall issue a certificate to the policy evidencing same.

4.16.3 CONTRACTOR shall at all times carry, for all operations hereunder policies of insurance for: (1) bodily injury, including death, and property

damage liability insurance; (2) auto liability including mobile equipment if any, for bodily injury and property damage coverage; (3) and builders' all risk insurance. All insurance coverage shall be in amounts specified by CITY in Section 4.16.4 Insurance Requirements. CONTRACTOR shall provide evidence of insurance coverage by the issuance of a certificate of insurance and endorsements in a form prescribed by the CITY. Policies shall be underwritten by insurance companies satisfactory to CITY for all operations, subcontract work, contractual obligations, on-going, products and completed operations, all hired, leased, owned and non-owned vehicles and mobile equipment if any. Said insurance coverage obtained by the CONTRACTOR, excepting workers' compensation coverage, shall name the CITY, its Officers, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their Directors, Officers, Agents and Employees, as determined by the CITY, as additional insured on said policies.

For any claims related to this Agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall by excess of the CONTRACTOR'S insurance and shall not contribute with it.

- 4.16.4** Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish certificates of insurance and endorsements evidencing the foregoing insurance coverage and such certificates of insurance and endorsements shall provide the name and policy number of each carrier and that the insurance is in force and will not be canceled without thirty (30) days written notice to the CITY. CONTRACTOR shall maintain all of the foregoing insurance coverage in force until the work under this Contract is satisfactorily and fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of CITY by Contractor under Section 4.17 of this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company having a Best's Guide Rate of A-, Class VII or better (claims made and modified occurrence policies are not acceptable)

a) Workers' Compensation Insurance for the duration of the Agreement, Contractor and all subcontractors shall maintain coverage. A waiver of subrogation shall be provided against the CITY, its officers, agents, employees, engineers, and consultants.	In accordance with the Workers' Compensation Act of the State of California.
b) Commercial General Liability including mobile equipment, if any, written on a per occurrence basis; (Claims made and modified policies are not acceptable)	\$1,000,000 per occurrence, if any,
c) Automobile Liability including all owned, non-owned, leased, hired and mobile equipment, if any, written on a per occurrence basis; (Claims made and modified policies are not acceptable).	\$1,000,000 combined single limit

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.16.4 (b) shall designate **CITY, its officers, agents, employees, engineers, and consultants** as **additional insureds** for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.16.4 (c) shall designate **CITY, its officers, agents, employees, engineers, and consultants** as **additional insureds** for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be **primary** insurance as respects to **CITY, its officers, agents, employees, engineers, and consultants**. Any insurance or self-insurance maintained by the **CITY, its officers, agents, employees, engineers, or consultants** shall be **excess** of the CONTRACTOR's insurance and **shall not contribute** with it.

CITY or its representatives shall at all times have the right to inspect and receive the original or a certified copy of all said policies of insurance, including certificates of insurance and endorsements.

CONTRACTOR shall pay all of the premiums on the insurance hereinabove and is required to maintain such insurance coverage during the term of the contract.

4.17 Risk and Indemnification. All work covered by this Contract done at the site of the Project or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR agrees to save, indemnify and keep CITY, its Officers, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their directors, Officers, Agents and Employees harmless against any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (CONTRACTOR'S employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by CONTRACTOR, save and except claims or litigation arising through the sole negligence or sole willful misconduct of CITY and will make good to reimburse CITY for any expenditures, including reasonable attorneys' fees CITY may incur by reason of such matters, and if requested by CITY, will defend any such suits at the sole cost and expense of CONTRACTOR.

4.18 Termination.

- 4.18.1** This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. Termination of contract shall conform to Section 8-1.11 of the State of California, Department of Transportation Standard Specifications.
- 4.18.2** If termination for default or convenience is effected by the CITY, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default. The equitable adjustment for any termination shall provide for payment to the CONTRACTOR for services rendered and expenses incurred in accordance with section 8-1.11 of the State of California, Department of Transportation Standard Specifications.
- 4.18.3** Upon receipt of a termination action under paragraph (4.18.1) or (4.18.2) above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.

4.18.4 Upon termination under paragraphs (4.18.1) and (4.18.2) above, the CITY may take over the work and may award another party an agreement to complete the work under this Contract.

4.19 Warranty. The CONTRACTOR agrees to perform all work under this Contract in accordance with the CITY'S designs, drawings and specifications.

The CONTRACTOR guarantees for a period of one (1) year from the date of the notice of completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs or any damage to other parts of the system resulting from such defects. The CITY shall promptly give notice to the CONTRACTOR of observed defects. In the event that the CONTRACTOR fails to make adjustments, repairs, corrections or other work made necessary by such defects, the CITY may do so and charge the CONTRACTOR the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

The CONTRACTOR'S obligations under this clause are in addition to the CONTRACTOR'S other express or implied assurances provided under this Contract and in no way diminish any other rights that the CITY may have against the CONTRACTOR for faulty materials, equipment or work.

4.20 Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which it may be entitled. If any action is brought against the CONTRACTOR or any subcontractor to enforce a Stop Notice or Notice to Withhold, which named the CITY as a party to said action, the CITY shall be entitled to reasonable attorneys' fees, costs and necessary disbursements arising out of the defense or such action by the CITY. The CITY shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

4.21 Notices. Any notice required or permitted under this Contract may be given by ordinary mail at the address set forth below. Any party whose address changes shall notify the other party in writing.

To CITY: City of Garden Grove
 City Attorney
 11222 Acacia Parkway
 Garden Grove, California 92840

To CONTRACTOR: Pavement Coatings, Co.
 Attention: Doug Ford, President
 10240 San Sevaine Way
 Mira Loma, CA 91752

IN WITNESS THEREOF, these parties have executed this Project Agreement on the day and year shown below.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTEST:


City Clerk

Date: _____

"CONTRACTOR"
Pavement Coatings, Co.

Contractor's State Lic. No. 303609

Expiration Date: 9-30-10

By:  **DOUG FORD**
President

Title: _____

Date: 6-16-10

Tax ID No. 95-2916670

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to the CITY.

APPROVED AS TO FORM:


Garden Grove City Attorney

ATTACHMENT "A"

SPECIFICATIONS

**2010 CDBG
RUBBERIZED SLURRY SEAL
(REAS)
TYPE II and TYPE III**

CITY OF GARDEN GROVE, CALIFORNIA

PROJECT DESCRIPTION

This project consists of: Supplying and applying a Rubberized Emulsion Asphalt Slurry (REAS) on various residential streets. Three streets totaling 82,799 sq. ft. will receive a Type III REAS prior to receiving a Type II REAS. The total sq. ft. of the Type II REAS is 436,052. There must be a 10-day curing time between the treatments. All bids are to include both treatments.

The Contractor is advised that this project is a combination of two (2) separate phases combined into one (1) Contract. There will be two (2) "Notice to Proceed" to be issued. Phase I of the project shall be completed by the Contractor and accepted by the City prior to "Notice to Proceed" for Phase II.

This is a federally funded project, and Davis-Bacon Prevailing Wage Regulations will be enforced.

CONTRACTOR shall comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the California Labor Code and all applicable federal requirements respecting the payment of prevailing wages. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of the Department of Industrial Relations (DIR) for similar classifications of labor, the CONTRACTOR and its Sucontractors shall pay not less than the higher wage rate. The DIR will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal Wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the CONTRACTOR and Subcontractors, the CONTRACTOR and its Subcontractors shall pay not less than the Federal Minimum wage rate which most closely approximates the duties of the employees in question. CONTRACTOR shall be responsible for compliance with the most recent Federal Wage Requirements and may reference <http://www.wdol.gov/dba.aspx#0>.

This Contract requires that the Contractor submit a fully completed "Bidder UDBE and DBE Information" forms with bid package.

The Contractor will be required to pay the latest prevailing wage rates as established by the State of California, Department of Industrial Relations. Certified weekly payroll reports, monthly utilization and Davis-Bacon Regulation reports will be required on this project.

Any specific questions regarding the plans or specifications should be directed to Sandra Segawa in writing via email to sandras@garden-grove.org.

PROJECT AREA

STREETS		LIMITS	LENGTH	WIDTH	TOTAL AREA	TYPE
GLENCOVE	NEWHOPE	ROCKINGHORSE	1464	33	48897	2/3
MARAUDER	GLENCOVE	CDS	160	34	7758	2
BUCCANEER	GLENCOVE	CDS	160	34	7758	2
COSAIR	GLENCOVE	CDS	159	34	7722	2
VIKING	GLENCOVE	CDS	159	34	7722	2
ROCKINGHORSE	GLENCOVE	BANNER	248	33	8234	2/3
ROCKINGHORSE	GLENCOVE	CDS	344	33	14022	2
SORREL	BANNER	CDS/TRASK	773	33	25668	2/3
BANNER	NEWHOPE	HARBOR	2579	33	85626	2
PALOMA	NEWHOPE	ROCKINGHORSE	1413	35	49455	2
MUSTANG	PINTO	ROAN	248	36	9026	2
DAPPLEGRAY	BANNER	PERCHRON	1016	34	34199	2
PERCHRON	ROAN	ROCKINGHORSE	874	34	29382	2
PINTO	MUSTANG	BANNER	808	34	27656	2
ROAN	BANNER	PERCHRON	1062	34	35786	2
ROCKINGHORSE	STUART ALLEY	BANNER	1112	33.4	37141	2

436052

SPECIAL PROVISIONS

1. WORK TO BE DONE

The work shall consist of formulating a mix design, cleaning pavement surfaces, mixing and applying a crumb rubber asphalt slurry-seal surface treatment, and protecting the completed slurry seal until set. The completed slurry seal shall leave a homogenous mat, adhere firmly to the prepared surface, and have a skid resistant surface texture. All work shall be in accordance with the "Greenbook", Standard Specifications for Public Works Construction, latest edition, unless otherwise described herein. All work shall be done in a workman-like manner, within the prescribed time limits, and as directed by the engineer. As used throughout this specification, the term "Engineer" shall mean the Director of Public Works or his designated representative.

ENGINEERING AND CONTROL

Control of the work shall be in accordance with the following:

- A. The Contractor shall give twenty-four (24) hours notice, in writing, prior to requesting the City Engineer, or his designated agent's services, for laying out any portion of the work.

- B. In case of conflict between the various contract documents, the order of precedence shall be as follows:
- 1) General Conditions
 - 2) Special Provisions
 - 3) Construction Plans
 - 4) Caltrans Traffic Manual (per latest edition)
 - 5) The Greenbook Standard Specifications for Public Works Construction (per latest edition)
- C. The standard specifications shall apply to all phases of work not controlled by documents 1 through 5 above.
- D. In case of conflict between the specifications and the instructions and conditions of the invitation to bid, the specifications shall have precedence.

2. LABORATORY EVALUATION AND REPORT

General:

Before work commences, the Contractor shall submit a signed original of a mix design covering the specific materials to be used on the project. This design must have been performed by a qualified, independent laboratory. Previous lab reports covering the exact materials to be used may be accepted provided they were made during the calendar year. Once the materials are approved, no substitution will be permitted unless first tested and approved by the laboratory preparing the mix design.

600-3 RUBBERIZED EMULSION-AGGREGATE SLURRY

600-3.1 Description. This work shall consist of formulating a mix design, cleaning pavement surfaces, mixing and applying a crumb rubber asphalt slurry-seal surface treatment, and protecting the completed slurry seal until set. All work shall be in accordance with this specification, the dimension, and details shown on the plans, and as approved by the Engineer.

600-3.2 Materials. Rubberized Emulsion-Aggregate Slurry (REAS) shall consist of Rubberized Polymer Modified Emulsion (RPME) and aggregate. Materials for REAS shall conform to the following, immediately prior to mixing.

600-3.2.1 Rubberized Polymer Modified Emulsion. The RPME shall be a slow set or a quick-set type of emulsion as determined by the Engineer. RPME shall contain asphalt, crumb rubber, and polymer modifiers.

600-3.2.2 Polymer Modifier. Polymer modifier shall be latex which is added at a minimum of two percent by weight of the RPME.

600-3.2.3 Crumb Rubber. The material shall be granulated scrap tire rubber free from fabric wires and other contaminants. Rubber shall be dry and free flowing. Calcium carbonate or talc may be added to a maximum of four percent by weight of rubber to prevent rubber particles from sticking together. The rubber shall have a specific gravity between 1.15 and 1.20. 100% of the rubberized material shall pass a 1.18mm (#16) sieve, 95% shall pass a 900 :m (#20) sieve, and a maximum of 2 percent shall pass a number 75 :m (# 200) sieve. The RPME shall contain between 66 g/L (0.55 lbs/gal.) and 78 g/L (0.65 lbs/gal.) of crumb rubber.

600-3.2.4 Quality Requirements. Manufacturer's shall certify that materials meet the following requirements:

**TABLE 600-3.2.4(A)
TESTS ON RUBBERIZED POLYMER MODIFIED EMULSION**

Viscosity, 25° C (77° F), Brookfield, Model RVT #6 Spindle @ 10 RPM (Centipoise)	2,500 min. 20,000 max.
Residue by Evaporation % (ASTM D244)	50 min.
Sieve Test % retained in #20 screen (ASTM D244)	2.0 max. ¹
Weight per Liter (Gallon)	1.0 kg/L (8.33 lbs/gal) min. 1.05 kg/L (8.75 lbs/gal) max.
Penetration of Residue, 25° C (77° F), 100g, 5 sec. ASTM D5	20 min. - 40 max.
Percent Residue Soluble in Trichloroethylene ASTM D2042	75 min.

¹ Sieve test of original emulsion is 0.10

**TABLE 600-3.2.4 (B)
TEST ON POLYMER MODIFIER**

Total Solids (residue) ASTM D1417	60% min.
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**TABLE 600-3.2.4 (C)
COMPOSITION OF REAS**

Aggregate Type	RPME % of Dry Aggregate Weight	Residual RPME % of Dry Aggregate Weight	kg of Dry Aggregate per L of RPME	Pounds of Dry Aggregate per Gallon of RPME
Type I Slurry Aggregate	50 - 75	25 - 38	1.35 - 2.0	11.3 - 17.0
Type II Slurry Aggregate	28 - 35	14 - 18	2.90 - 3.60	24 - 30
Type III Slurry Aggregate	28 - 35	15 - 19	2.76 - 3.59	23 - 30

600-3.2.5 Aggregate. The aggregate shall consist of sound and durable natural or manufactured sand, crushed stone or crushed stone and rock dust, or a combination thereof, free of deleterious amounts of organic material, mica, and other substances not suitable for the purpose. Smooth-textured sand of less than 1.25 percent water absorption, as tested by ASTM C128, shall not exceed 50 percent of the total combined aggregate. Aggregate retained on the 300 Φ m sieve (No. 50) shall be 100 percent crushed.

The combined aggregate shall meet the requirements of Table 203.5.2 (B) prior to any chemical additions.

The combined aggregate shall conform to the gradation shown in Table 600-3.2.5 (A) when tested in accordance with ASTM C136.

TABLE 600-3.2.5 (A)

SIEVE SIZE	TYPE I SLURRY AGGREGATE	TYPE II SLURRY AGGREGATE	TYPE III SLURRY AGGREGATE
9.5 mm (3/8")	100	100	100
4.75 mm (no.4)	100	90-100	70-90
2.36 mm (no.8)	90-100	65-90	45-70
1.18 mm (no.16)	65-90	45-70	28-50
600 μ (no.30)	40-60	30-50	19-34
300 μ	25-42	18-36	12-25
150 μ	15-30	10-24	7-18
75 μ	10-20	5-15	5-15

Payment reduction for noncompliance shall conform to 302-4.6.1 and 302-4.6.2.

600-3.2.6 Water. All water used in making the slurry shall be potable and free from harmful soluble salts.

600-3.2.7 Additives. Additives up to 1.5 percent of the dry aggregate weight, as approved in the mix design, may be used in the slurry to modify viscosity, setting, and curing characteristics. Field adjustments to additives may be made only if approved by the Engineer.

600-3.2.8 Mix Design Submittal. Mix designs and calibration shall be per 203-5.4 and the following. Mix design results shall include any proposed additives. The completed slurry shall have a minimum skid resistance of 40 when tested per California Test No. 342. The standard Wet Track Abrasion Test (WTAT) template may be modified to a thickness of 125 mils (3.18 mm), when using slow-set emulsion. The mix design shall include the weight per gallon (weight per liter) of REAS.

The laboratory report will show the results of tests performed on the individual materials, comparing their values to those required by this specification. The report will provide the following information on the slurry seal mixture:

Slurry Seal Consistency	ISSA	T106	2-3 cm
Excess Asphalt	ISSA	T109	50-70 gms/sq ft
West Stripping Test	ISSA	T114	Pass
Compatibility	ISSA	T115	*Pass
Quick Set Emulsion	ISSA	T102	**Pass
West Track Abrasion	ASTM	D3910	75 gms/sq ft max

* Mixing tests must pass at the maximum expected air temperature

** Using job aggregates

The laboratory shall further report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect). The laboratory report must clearly show the proportions of aggregate, mineral filler (min and max), additive(s) (usage) and asphalt based on the dry aggregate weight.

600-3.3 Slurry Mixing and Spreading Equipment. The REAS shall be mixed either by a continuous flow mixer per 302-4.2.2 or a central mixing plant. A central mixing plant shall not be used for quick set REAS. If a central mixing plant is used, combining of the RPME and aggregate in the mixing tank shall be in the presence of the Engineer. The tank shall be calibrated in liters and gallons and equipped with load cells and a full sweep agitator capable of producing a homogeneous slurry mix. All storage tanks and delivery vehicles shall be equipped with an agitator. The REAS shall be delivered to the slurry site and spread directly behind the truck with a mechanical-type squeegee distributor, or the slurry may be pumped into smaller trucks equipped with mechanical-type squeegee distributors. All spreading equipment shall contain fog/water systems per 302-4.3.2. The mixing tank shall not be used to batch more than one job at a time. Storage tanks for RPME and REAS shall not be used to supply more than one job at a time. The weight per gallon (weight per liter) of REAS delivered to the spreader box shall be within 0.92 lbs/gal (0.11 kg/L) of the mix design.

600-3.3.1 Field Mixing and Spreading Equipment Calibration. Calibration shall conform with 203-5.4 and the following. Calibration shall be per International Slurry Surfacing Association (ISSA). If the tests do not meet specification requirements, additional tests shall be performed at the Contractor's expense until an acceptable mix is obtained.

600-3.4 Application of REAS. The application of REAS shall conform to 302-4.3.2, except for the following conditions, and RPME application rates specified in Table 600-3.4(A). REAS shall not be applied when the atmospheric temperature is less than 50°F (10°C) or when the atmospheric temperature at 7 a.m. is 75°F (24°C) or over, and rising to a forecast high of 100°F (39°C). The total time of mixing in the slurry machine shall not exceed 5 minutes.

TABLE 600-3.4 (A)

Aggregate Type	APPLICATION RATE METER ² /LITER OF RPME	APPLICATION RATE FEET ² /GALLON OF RPME
Type I Slurry Aggregate	0.69 - 0.86	28 - 35
Type II Slurry Aggregate	0.60 - 0.74	24 - 30
Type III Slurry Aggregate	0.29 - 0.49	12 - 20

600-3.5 Field Sampling. Field sampling shall conform to 302-4.3.3.

600-3.6 Public Convenience and Traffic Control. Public convenience and traffic control shall conform to 302-4.3.3

600-3.7 Measurement and Payment. The REAS shall be paid per square foot but based on the appropriate application rate being met as set forth herein per liters (gallons) of RPME used. Measurement of RPME shall be the gallon (liter) computed by dividing the weight obtained from Certified Weighmaster Certificates by 8.5 lbs/gal (1.02 kg/L). The Contractor shall also present Weighmaster's Certificates for the amount of such material remaining unused at the completion of the work at no cost to the Agency. Payment will be determined by deducting the amount of the unused material from the total amount of material delivered.

The pay quantity for REAS shall be per square foot and the appropriate and actual total number of gallons (liters) for RPME (excluding aggregate) used on the project. Such price shall include full compensation for specified surface preparation, removals, sweeping, aggregate required in the mix design, and for constructing the REAS in place.

Payment reduction for noncompliance shall conform to 302-4.6.1 and 302-4.6.2.

3. EQUIPMENT

General:

Prior to the award of the contract, the apparent successful bidder shall allow inspection, by City personnel, of the vehicles designated for the project. Those vehicles that pass inspection will have their I.D. numbers recorded and will be the only vehicles allowed to work on the project. Quality and safety of equipment will have a bearing on the award of the contract.

All equipment, tools and machines used in the performance of this work shall be maintained in satisfactory working order at all times.

4. MACHINE CALIBRATION, VERIFICATION AND APPLICATION RATE

Weight Scales:

The Contractor shall provide a scale or appropriate weighing device at the project site or an alternate site approved by the City. The weighing device shall show the net weight of the aggregate bins on each slurry machine before the machine and product will be approved for applying slurry on the project.

Calibration:

Each slurry mixing unit to be used in performance of the work shall be calibrated in the presence of the Engineer prior to construction. Previous calibration documentation covering the exact materials to be used may be accepted provided they were made during the calendar year. The documentation shall include an individual calibration of each material at various settings, which can be related to the machine's metering device(s). No machine will be allowed to work on the project until the calibration has been completed and/or accepted.

7. LIMITATIONS

Weather:

Slurry shall not be applied when the atmospheric temperature is less than 50°F (10°C). The mixture shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time.

Work Hours:

Once work has started, the Contractor shall diligently perform the work to completion.

No sealant shall be applied before 7:30 AM and must be able to support traffic by 4 PM.

The legal work day shall consist of eight (8) hours, 7:30 AM to 4 PM. Should the Contractor receive permission from the Engineer to work overtime, all inspection costs as a result of the Contractor's overtime work shall be paid by the Contractor.

The Garden Grove Police Department has been enforcing weight limits on slurry seal equipment requiring the operators to strike off the load. Overweight permits will be made available but will only apply to the City of Garden Grove streets.

8. NOTIFICATION, POSTING AND SCHEDULE CHANGES

Notification and Posting: The City shall deliver "Notice to Residents" 48 hours prior to the sealing of the street. **The posting of "No Parking Tow Away" signs 48 hours prior to sealing, and their subsequent removal, will be performed by the Contractor.** When these signs are removed by wind, vandals, or any other reason during the course of the slurry operation, the Contractor shall repost them at no cost to the City.

At least ten (10) working days prior to commencing work, the Contractor shall submit his spreading schedule based on allowing residents ample on-street parking within an 800-foot distance from their homes and customer access to businesses. **IT IS SUGGESTED THAT THE FIRST DAY'S SPREADING SCHEDULE BE CURTAILED SOMEWHAT TO ALLOW FOR USUAL START-UP DELAYS, TEST STRIPS, ETC.**

Schedule Changes: Requests for changes in the schedule shall be submitted by the Contractor to the City for approval at least 48 hours prior to the scheduled sealing of the streets affected. Failure to meet the notified schedule requires that the contractor immediately notify residents of the cancellation for the day's work and reschedule seal coating of affected area. The Contractor shall then resubmit Notice to Residents 24 hours prior to sealing of street. The Contractor may use the sample letter or submit his own letter for prior approval to the City.

9. RESPONSIBILITY

Construction activity best management practices shall be adhered to at all times. Construction activity shall be in compliance with the City of Garden Grove Local Implementation Plan.

The City will perform preliminary crack sealing and patching.

The City will be responsible for the advance notification of residents and businesses.

The City will re-stripe all traffic and pavement markings at no cost to the Contractor.

The City will supply the necessary water to the Contractor without cost.

The Contractor will sweep the streets to be sealed prior to applying slurry.

The Contractor will place barricades, delineators, signs, flashers, and traffic control devices.

The Contractor will provide flagmen while Contractor slurry operations are in progress.

The City of Garden Grove shall not be held responsible for the care or protection of any material or parts of the work prior to the Final Acceptance.

The Contractor shall, at the direction of the Engineer, repair and reseal all areas of the streets which have not been sealed properly or completely at no cost to the City.

The Contractor shall furnish on the job site, port-o-let rest room facilities for the use of all employees for the duration of the project.

10. TRAFFIC CONTROL

Maintenance of Traffic:

The Contractor shall accomplish all work so that at least one 10' (ten foot) lane shall remain open in each direction on major streets.

The Contractor shall be required to provide and maintain all necessary flagmen. The Contractor will provide all necessary traffic control devices.

It is mutually understood that traffic control is paramount in the successful application and cure of crumb rubber asphalt slurry seal, as herein described, and further that the contractor shall have full responsibility to provide adequate means to insure proper protection of the applied slurry seal. Adequate means shall be provided to protect the slurry seal from damage by traffic for a minimum of three hours after application or until such time that the mixture has cured sufficiently so that the slurry seal will not adhere to and be picked up by the tires of vehicles. When doing arterial streets, 4' delineators at a maximum of 100' intervals, connected by twine and hanging streamers shall be used. The City shall supply and maintain an illuminated arrow board device in advance of all work sites on arterial highways or when designated by the Public Works Director or duly appointed representative.

When necessary to provide vehicular or pedestrian crossing over and/or through the fresh slurry, the Contractor shall furnish and spread sufficient black sand to eliminate tracking or damage to the slurred mixture or to adjacent property. If sand is applied at intersections over fresh slurry for access, the Contractor shall post "*Loose Gravel*" construction signs. Signs shall be posted from commencements of slurry until all sand has been cleaned from the roadway. The Contractor shall remove all sand by sweeping within 24 hours after opening the street to traffic.

Should the Contractor fail to furnish sufficient precautionary traffic control (flagmen) within one (1) hour after notification by the City, the City shall place the necessary items or personnel and the Contractor shall be billed for said items or personnel.

11. PREPARATION OF THE SURFACE

General:

Surface oil and grease shall be removed or sealed with emulsified gilsonite or an equivalent material approved by the Engineer before the application of the slurry seal.

Prior to applying slurry, all vegetation shall be sprayed with Roundup and removed from cracks in the pavement and joints between the pavement and concrete gutters by the City.

Manholes, valve boxes, drop inlets and other service entrances will be protected from the slurry seal by a suitable method by the Contractor. The Engineer shall approve the surface preparation prior to sealing.

Street Sweeper:

Contractor shall furnish a power street sweeper with operator to clean immediately after any wet sandblasting for paint removal; to clean the asphalt pavement the same day the street is sealed; and when necessary, as deemed by the engineer, sweep the streets showing raveling and/or loose slurry aggregate after the slurry seal has set. The sweeper shall have a steel gutter broom and a rear plastic broom, and three (3) yard minimum capacity hopper. If water is used, cracks will be allowed to dry thoroughly before slurry sealing. The Engineer shall approve the surface preparation prior to sealing.

Manholes, valve boxes, drop inlets and other service entrances will be protected from the slurry seal by a suitable method. The Engineer shall approve the surface preparation prior to sealing.

12. APPLICATION

General:

The surface should be pre-wetted by fogging ahead of the slurry box when required by local conditions. Water used in pre-wetting the surface shall be applied such that the entire surface is damp with no apparent flowing water in front of the slurry box. The rate of application of the fog spray shall be adjusted during the day to suit temperatures, surface texture, humidity and dryness of the pavement surface.

The slurry mixture shall be of the desired consistency upon leaving the mixer and no additional materials shall be added. A sufficient amount of slurry shall be carried in all

parts of the spreader at all times so that a complete coverage is obtained. Overloading of the spreader shall be avoided. No lumping, balling or unmixed aggregate shall be permitted. In placing slurry, the slurry machine shall move no faster than 150' a minute, or when chatter marks appear.

No streaks, such as those caused by oversized aggregate, will be left in the finished surface. If excess oversize develops, the job will be stopped until the Contractor proves to the Engineer that the situation has been corrected.

Where the completed slurry is not uniform in color, the street shall be treated to eliminate the color variation at the Contractor's expense. The method of treatment shall be approved by the City.

Slurry Crew:

Each slurry crew shall be composed of a English-speaking coordinator at the project site at all times, a competent quick-set mixing man, a competent licensed driver, two (2) squeegee men, and sufficient laborers for any handwork, cleanup, and traffic control.

Joints:

No excessive buildup, uncovered areas or unsightly appearance shall be permitted on longitudinal or transverse joints. An excessive overlap will not be permitted on longitudinal joints. The Contractor shall provide suitable width spreading equipment to produce a minimum number of longitudinal joints throughout the project. When possible, longitudinal joints shall be placed on lane lines. Half passes and odd width passes will be used only in minimum amounts. If half passes are used, they shall not be the last pass of any paved area.

Mix Stability:

The slurry mixture shall possess sufficient stability so that premature breaking of the slurry seal in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading, it shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate.

Hand Work:

Areas which cannot be reached with the slurry seal machines shall be surfaced using hand squeegees to provide complete and uniform slurry seal coverage. The area to be handworked shall be lightly dampened prior to mix placement and the slurry worked immediately. Care shall be exercised to leave no unsightly appearance from handwork or to overwork the mix. The same type finish as applied by the spreader box shall be required. Handwork shall be completed during the machine applying process.

Lines:

Care shall be taken to insure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections will be kept straight to provide a good

appearance. All Type III REAS Slurry Seal shall be applied at a minimum distance of six (6) inches and a maximum of twelve (12) inches from the gutter faces of all residential streets or as directed by the City. Payment will be based upon the actual square feet applied.

Clean-up:

All areas, such as manways, gutters and intersections, shall have the slurry seal removed as specified by the Engineer. The contractor shall remove any debris associated with the performance of the work, on a daily basis.

Raised Pavement Markers and Reflectors:

Most streets have pavement markers and reflectors, which will be protected and cleaned by the Contractor to original state by water and soap immediately behind slurry spreader box. A backpack sprayer with sufficient volume and pressure to clean the wet slurry off pavement marker and reflector without damaging surrounding slurry mixture shall be used.

Utilities:

Contractor shall protect and clean all utilities to original state.

Any manhole cover, water valve cover, utility vault cover and/or drainage facility cover found to be inadequately protected and/or cleaned shall be cleaned by means such as sandblasting to remove all slurry material (including material remaining from previous applications) from the metal surface or it shall be replaced by the Contractor at its expense.

13. QUALITY CONTROL

Mix Design:

Refer to section 600-3 of the Standard Specifications.

Materials:

The Engineer may use the recorders and measuring facilities of the slurry seal unit to determine application rates, asphalt emulsion content, mineral filler and additive(s) content for an individual load.

It is the responsibility of the Contractor to check stockpile moisture content and to set the machine accordingly to account for aggregate bulking.

Non-Compliance:

If any two successive tests fail on the stockpile material, the job shall be stopped. It is the responsibility of the contractor, at his own expense, to prove to the Engineer that the conditions have been corrected. If any two successive tests of the mix from the same machine fail, the use of the machine shall be suspended. It will be the responsibility of the contractor, at his own expense, to prove to the Engineer that the problems have been corrected and that the machine is working properly.

14. ADDITIONAL COMPENSATION

Contractor may receive additional compensation for material increases based upon The California Statewide Paving Asphalt Price Index when an increase in materials exceeds five percent (5%) for the month in which bid opening for the project occurred. To exercise this option the Contractor must notify the City of its intent by Certified mail prior to initializing any portion of the project(s) affected by the proposed material cost increase(s). The City shall then have the option of increasing the rate of compensation, decreasing the scope of work, or terminating the agreement.

15. PAYMENT

The slurry seal shall be paid at the contract price per square foot of work completed and accepted by the Engineer. The minimum project will be 40,000 sq. ft. In the event that less than 40,000 sq. ft. has been scheduled and requested by City, Contractor shall receive compensation for 40,000 sq. ft. The contract unit price paid for slurry seal will be considered full compensation for furnishing all labor for, protecting and cleaning all utilities and pavement markers, tools, equipment and incidentals and for doing all work involved in constructing the slurry seal, complete in place, per project, as specified in these specifications and as directed by the Engineer.

16. GUARANTY

The Contractor shall guaranty the work against defective material or workmanship for a period of one year from the date of completion of the contract.

When defective material and/or workmanship are discovered which require repairs to be made under this guaranty, all such work shall be done by the Contractor at his own expense within ten (10) days after written notice of such defects has been given to him by the City. Should the Contractor fail to repair such defective material or workmanship within ten (10) days thereafter, the City may cause the necessary repairs to be made and charge the Contractor with the actual cost of all labor and materials required. In emergencies demanding immediate attention, the City shall have the right to repair the defect and charge the Contractor with the actual cost of all labor and material required. Any repair work performed as herein specified shall be done under the provisions of the original contract specifications.

The Contractor shall arrange to have his Faithful Performance Bond run for a period of one year after the date of completion of the contract to cover his guaranty as set forth above.

ADDENDUM No. 1

Covering

CHANGE IN SPECIFICATIONS AND/OR PLANS

Date Issued: May 21, 2010

Date Effective: May 21, 2010

IFB No. S-1060

Contract: Furnish all Labor, Material, and Equipment for 2010 CDBG
RESIDENTIAL REAS SLURRY SEAL

INTENT

1. This addendum is issued prior to receipt of bids to provide for modifications in plans and/or specifications. Acknowledgment of this addendum shall be made and cost for work included in proposer's submittal.
2. Page 30, Special Provisions, shall be revised as the add the following:

3. Alternative Rubberized Slurry Seal Processes and Products

The City of Garden Grove will accept alternative or "like" rubberized slurry seal processes and/or products if they are listed in either/both of the Greenbook Standard Specifications for Public Works (latest edition) and/or the State of California Department of Transportation Standard Specifications (latest edition)

The City does not have an ability to perform independent testing of alternative products or testing protocol for those products and thus depends upon the above publications for acceptance. Therefore unless a proposed product or process for rubberized asphalt slurry seal has been approved accepted by and appears in one of the above-listed publications, it will not be considered an alternative or "like" product.

3. The contractor is hereby notified that Addendum No. 1 must be acknowledged and submitted as part of the bid. Failure to do so could result in the City designating said bid as "Non Responsive". All other terms and conditions of the BID shall remain the same

Issued by:

Sandra Segawa, C.P.M., CPPB
Purchasing Agent
City of Garden Grove

NOTE: All insurance certificates and endorsements must be received by the City of Garden Grove Purchasing Division within ten (10) City working days of the original request or the City reserves the right to proceed with the next lowest responsible bidder or the next highest scoring proposer in the process.

ATTACHMENT B

SECTION 2-PROPOSAL
 THE HONORABLE MAYOR AND CITY COUNCIL
 CITY OF GARDEN GROVE
 11222 ACACIA PARKWAY
 GARDEN GROVE, CALIFORNIA 92840

To: THE HONORABLE MAYOR AND CITY COUNCIL

Furnish all Labor, Material, and Equipment for 2010 CDBG RESIDENTIAL REAS SLURRY SEAL.

Quantities indicated are the City's best estimate of the total quantities required during the performance period, but actual quantities required may be greater or less than those indicated below. Therefore the successful bidder shall agree to hold quoted line item prices firm during the performance period, whether total purchase quantities are greater or less than the quantities estimated.

Lead-time for this service is critical. CONTRACTOR agrees to commence the Project with TEN (10) calendar days from the date set forth in the "Notice to Proceed"

HEREBY PROPOSE to furnish all labor, materials, equipment and transportation, and do all the work required to complete work in accordance with the Plans and Specifications for the sum of:

ITEM APPROX NO.	QNTY	UNIT	ITEM WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	ITEM TOTAL
1.	82,799	Sq.	Type III REAS		
		Ft.	<u>ZERO DOLLARS AND FORTY SIX POINT FIVE CENTS</u>		
				\$ 0.465	\$ 38,501.54
					Per Lump Sum
2.	436,052	Sq.	Type II REAS		
		Ft.	<u>ZERO DOLLARS AND TWENTY FIVE POINT FIVE CENTS</u>		
				\$ 0.255	\$ 111,193.26
					Per Lump Sum

TOTAL BID AMOUNT \$ 149,694.⁸⁰

TOTAL BID IN WRITTEN WORDS: _____

It is understood and agreed that:

- (a) No verbal agreement or conversation with any officer, agent or employee of CITY, either before or after the execution of the Agreement shall affect or modify any of the terms or obligations of this Proposal.
- (b) CITY will not be responsible for any errors or omissions on the part of the undersigned in making up his bid, nor will bidders be released on account of errors.
- (c) The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.
- (d) The Bidder acknowledges receipt of amendments to the Solicitation and related documents numbered and dated:

<u>Amendment No.</u>	<u>Date</u>
1	05-21-10

- (e) The undersigned is licensed in accordance with the Laws of the State of California.

Check below where appropriate:

Partnership: That _____ are partners, doing business under the _____ (Names of all Partners) firm name of _____ and that the co-partnership makes the _____ accompanying proposal.

Corporation: That _____ Doug Ford of _____ make the _____ President _____ Pavement Coatings Co. (President or Secretary) (Name of Corporation) accompanying proposal. Bid Bond 10% of total base price

Individual: That _____ is the bidder and makes the accompanying _____ proposal. (Name of Individual)

Date: 06-07-10

Pavement Coatings Co.

Company Name

10240 San Sevaine Way

Address

Mira Loma, CA 91752

City - State - Zip

714/826-3011

Telephone

303609

Calif. Contractors Lic. No.

Doug Ford

Bidder's Name (Please Print)

Authorized Signature