

**Council Meeting: March 9, 2010****SUBJECT: Award of Sunnyvale Works! Bid No. F0901-73 Pavement Slurry Seal and Approval of Budget Modification No. 25****BACKGROUND**

Capital Project 828030, Annual Slurry Seal of City Streets, provides for the resurfacing of a portion of the City's streets each year, including striping, marking and markers. Slurry seal is the application of a mixture of oil, water, sand and selected additives to the surface of a street to provide a wearing surface and seal the underlying materials. It is economical, easy to apply, and has the lowest life cycle cost for the benefit received in extending the life of a roadway. This project includes 2,708,320 square feet of slurry seal, structured as 1,490,855 square feet in the Base Bid, 236,890 square feet in Additive Alternate 1 and 980,575 square feet in Additive Alternate 2 in a variety of locations as shown on Attachment C. Work on these locations, originally scheduled for FY 2010/2011, has been accelerated under the **Sunnyvale Works!** program.

A Budget Modification is necessary to appropriate Proposition 1B funding in order to complete the work in the current fiscal year. Proposition 1B is the State Infrastructure Bond passed by the voters in 2006. It is projected that Sunnyvale will receive a total of \$4.2 million in funding from Proposition 1B, coming in two allotments of approximately \$2.1 million each. The funding being appropriated for this contract is from the first \$2.1 million allotment.

The project was bid as follows:

Bid Notice: Advertised in: The Sun on February 3, 2010;
18 bay area Builders' Exchanges;
Onvia DemandStar, public procurement network; and
published on the City's web site.

Bid Response: 11 contractors requested bid documents

Bid Results: Sealed bids were publicly opened on February 24, 2010.
5 responsive bids were received.

The lowest responsive and responsible bid was from Graham Contractors, Inc. of San Jose in the total amount of \$258,905. The Base Bid amount of \$137,159 is approximately 33.7% below the engineer's estimate. The Bid Summary is attached.

**Award of Sunnyvale Works! Bid No. F0901-73 Pavement Slurry Seal and Approval of
Budget Modification No. 25**

March 9, 2010

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Staff recommends accepting the total bid of \$258,905 (Base Bid plus Additive Alternates 1 and 2) from Graham Contractors, Inc., the lowest responsive and responsible bidder. Staff also recommends a 10% project contingency in the amount of \$25,891.

The project is categorically exempt under CEQA Article 19 Section 15301, Class 1.c.

FISCAL IMPACT

The total cost of the project, including Base Bid, Additive Alternates 1 and 2, and a 10% project contingency, is \$284,796. There is approximately \$67,000 remaining in the Annual Slurry Seal of City Streets project (828030), which leaves \$217,662 remaining to be funded. Funding is available from excess Proposition 1B revenues that are currently appropriated to the Wolfe Road Caltrain Overcrossing project. The cost of this project is less than budgeted, leaving funding available to cover the cost of the slurry seal contract. Budget Modification No. 25 has been prepared to re-appropriate funds from the Wolfe Road Caltrain Overcrossing project to provide the requested funding for the Annual Slurry Seal of City Streets project. Utilizing Proposition 1B funds for this project leaves approximately \$475,000 of the \$2.1 million original first allotment for future appropriation. Department of Public Works staff is currently reviewing eligible projects that can be funded by the remaining \$475,000.

**Budget Modification No. 25
FY 2009/2010**

	Current	Increase/ (Decrease)	Revised
Capital Projects Fund			
<u>Expenditures:</u>			
Project 825621 - Wolfe Road Caltrain Overcrossing	\$2,114,025	(\$217,662)	\$1,896,363
Project 828030 – Annual Slurry Seal of City Streets	\$207,000	\$217,662	\$424,662

PUBLIC CONTACT

The Council agenda was posted on the City's official-notice boards outside City Hall, at the Sunnyvale Senior Center, Community Center, and Department of Public Safety. The agenda and report were also available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's Web site.

RECOMMENDATION

It is recommended that Council:

1. Award a contract, in substantially the same format as the attached draft and in the amount of \$258,905 to Graham Contractors, Inc. for the subject project, and authorize the City Manager to execute the contract when all necessary conditions have been met;
2. Approve a 10% project contingency in the amount of \$25,891; and
3. Approve Budget Modification No. 25 to provide additional funding for this project.

Reviewed by:

Mary J. Bradley, Director of Finance

Prepared by: Pete Gonda, Senior Management Analyst, Finance

Reviewed by:

Marvin Rose, Director of Public Works

Approved by:

Gary M. Luebbers, City Manager

Attachments

- A. Bid Summary
- B. Draft General Construction Contract
- C. Listing of Locations

ATTACHMENT A

Invitation for Bids No. F0901-73

Pavement Slurry Seal

Project No.ST-09/13-10

Bidder	Graham Contractors	Valley Slurry Seal	California Pavement	American Asphalt	Bond Blacktop, Inc.
Address	860 Lonus Street San Jose, CA 95126	P.O. Box 981330 W. Sacramento CA	9390 Elder Creek Road Sacramento CA 95829	24200 Clawiter Road Hayward, CA 94545	2828 Faber Street Union City, CA 94587
Pricing					
Base Bid	\$0.092/SF \$137,158.66	\$0.1010/SF \$150,576.36	\$0.118/SF \$175,920.89	\$0.122/SF \$181,887.97	\$0.14/SF \$207,228.84
Add Alt A	\$0.10/SF \$23,689.00	\$0.14/SF \$33,164.60	\$0.135/SF \$31,980.15	\$0.15/SF \$35,533.50	\$0.139/SF \$32,927.71
Add Alt B	\$0.10/SF \$98,057.50	\$0.14/SF \$137,280.50	\$0.132/SF \$129,435.90	\$0.13/SF \$127,474.75	\$0.139/SF \$136,299.92
Bid Total	\$258,905.16	\$321,021.46	\$337,336.94	\$344,896.22	\$376,456.47

**ATTACHMENT B
DRAFT**

GENERAL CONSTRUCTION CONTRACT

THIS CONTRACT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation of the State of California ("Owner") and GRAHAM CONTRACTORS, INC. a California corporation ("Contractor").

RECITALS:

The parties to this Contract have mutually covenanted and agreed, as follows:

1. **The Contract Documents.** The complete Contract consists of the following documents: Notice Inviting Bids; Instructions to Bidders; Performance Bond and Payment Bond; Guaranty; City of Sunnyvale Standard Specifications for Public Works Construction, 2006 Edition; City of Sunnyvale Standard Details for Public Works Construction, 2006 Edition; Plans and Specifications, "Pavement Slurry Seal, Public Works Project No. ST-09/13-10, Invitation for Bids No. F0901-73.", including; OSHA, and other standards and codes as outlined in the Specifications. These documents are all incorporated by reference. The documents comprising the complete contract are collectively referred to as the Contract Documents.

Any and all obligations of the Owner and the Contractor are fully set forth and described therein.

All of the above documents are intended to work together so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all documents.

2. **The Work.** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete the project in a good and workmanlike manner. The work consists of applying slurry seal on various street surfaces and parking lots as called for, and in the manner designated in, and in strict conformity with, the Plans and Specifications prepared by Owner and adopted by the Owner. These Plans and Specifications are entitled respectively, Pavement Slurry Seal, Public Works Project No. ST-09/13-10.

It is understood and agreed that the work will be performed and completed as required in the Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the Owner, or its representatives. The Owner hereby designates as its representative for the purpose of this contract the Senior Civil Engineer for Construction or an employee of the Owner who will be designated in writing by the Director of Public Works.

3. **Contract Price.** The Owner agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done in an amount not to exceed Two Hundred Fifty Eight Thousand Nine Hundred Five and 16/100 Dollars (\$258,905.16) in the manner provided in the Contract Documents, and subject to final determination of work performed and materials furnished at unit prices per Exhibit "A" attached hereto and incorporated by this reference, and subject to additions and deductions in accordance with Contract Documents. The sum includes base bid and accepted Additive Alternate(s), Number(s) 1 and 2.

4. Permits; Compliance with Law. Contractor shall, at its expense, obtain all necessary permits and licenses, easements, etc., for the construction of the project, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.

5. Inspection by Owner. Contractor shall at all times maintain proper facilities and provide safe access for inspection by the Owner to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to the Owner of its readiness for inspection and without the approval thereof or consent thereto by the latter. Should any such work be covered up without such notice, approval, or consent, it must, if required by Owner, be uncovered for examination at the Contractor's expense.

6. Extra or Additional Work and Changes. Should Owner at any time during the progress of the work request any alterations, deviations, additions or omissions from the Specifications or Plans or other Contract Documents it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of the contract price, as the case may be, by a fair and reasonable valuation, agreed to in writing between the parties hereto. No extra work shall be performed or change be made unless in pursuance of a written order from the Director of Public Works or authorized representative, stating that the extra work or change is authorized and no claim for an addition to the contract sum shall be valid unless so ordered.

7. Time for Completion. All work under this contract shall be completed before the expiration one hundred fifty (150) calendar days from the date specified in the Notice to Proceed.

If Contractor shall be delayed in the work by the acts or neglect of Owner, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts by others, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Owner, or by any cause which the Owner shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Owner may decide.

This provision does not exclude the recovery of damages for delay by either party under other provisions.

8. Inspection and Testing of Materials. Contractor shall notify Owner a sufficient time in advance of the manufacture or production of materials, to be supplied under this contract, in order that the Owner may arrange for mill or factory inspection and testing of same, if Owner requests such notice from Contractor.

9. Termination for Breach, etc. If Contractor should file a bankruptcy petition and/or be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency, or if Contractor or any subcontractors should violate any of the provisions of the Contract, Owner may serve written notice upon Contractor and its surety of Owner's intention to terminate the Contract. The notice shall contain the reasons for such intention to terminate the Contract, and, unless within ten days after serving such notice, such violation shall cease and satisfactory arrangements for correction thereof be made, upon the expiration of the ten days, the Contract shall cease and terminate. In the event of any such termination, Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and

perform the Contract; provided, however that, if the surety within fifteen days after the serving upon it of notice of termination does not give Owner written notice of its intention to take over and perform the Contract or does not commence performance thereof within thirty days from the date of the serving of such notice, Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be liable to Owner for any excess cost occasioned Owner thereby, and in such event Owner may without liability for so doing take possession of and utilize in completing the work, such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefor.

10. Owner's Right to Withhold Certain Amounts and Make Application Thereof. In addition to the amount which Owner may retain under Paragraph 21 until the final completion and acceptance of all work covered by the Contract, Owner may withhold from payment to Contractor such amount or amounts as in its judgment may be necessary to pay just claims against Contractor or any subcontractors for labor and services rendered and materials furnished in and about the work. Owner may apply such withheld amount or amounts to the payment of such claims in its discretion. In so doing Owner shall be deemed the agent of Contractor and any payment so made by Owner shall be considered as a payment made under the Contract by Owner to the Contractor and Owner shall not be liable to Contractor for any such payment made in good faith. Such payment may be made without prior judicial determination of the claim or claims.

11. Notice and Service Thereof. All notices required pursuant to this Contract shall be communicated in writing, and shall be delivered in person, by commercial courier or by first class or priority mail delivered by the United States Postal Service. Transmission of notice by facsimile or by telephone may be deemed sufficient if the requirement for written notice is waived, in writing, by the receiving party. Notices delivered in person shall be deemed communicated as of actual receipt. Notices sent by mail or courier service shall be deemed communicated as of three days after mailing or dispatch, unless that date is a date on which there is no mail or delivery service, in which case communication shall be deemed to occur the next mail service or delivery day. The burden of proof of compliance with this requirement for written notice shall be on the sending party. All notices sent pursuant to this Contract shall be addressed as follows:

Owner: City of Sunnyvale
Department of Public Works
Construction Contract Administrator
P. O. Box 3707
Sunnyvale, CA 94088-3707

Contractor: Graham Contractors, Inc.
Attn: David Graham
860 Lonus Street
San Jose, CA 95126

12. Assignment of Contract. Neither the Contract, nor any part thereof, nor moneys due or to become due thereunder may be assigned by Contractor without the prior written approval of Owner.

13. Compliance with Specifications of Materials. Whenever in the Specifications, any material or process is indicated or specified by patent or proprietary name, or by name of manufacturer, such Specifications must be met by Contractor, unless Owner agrees in writing to

some other material, process or article offered by Contractor which is equal in all respects to the one specified.

14. Contract Security. Contractor shall furnish a surety bond in an amount at least equal to 100 percent of the contract price as security for the faithful performance of this Contract. Contractor shall also furnish a separate surety bond in an amount at least equal to 100 percent of the contract price as security for the payment of all persons for furnishing materials, provisions, provender, or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with this Contract, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond.

15. Insurance. Contractor shall not commence work under this Contract until all insurance required under this paragraph has been obtained and such insurance has been approved by the Owner, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractor shall furnish the Owner with satisfactory proof of the carriage of insurance required, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Contract and particularly Paragraph 16 hereof. Any policy of insurance required of the Contractor under this Contract shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to the Owner of any pending change in the limits of liability or of any cancellation or modification of the policy. Insurance carrier shall be California-admitted.

(a) Compensation Insurance and Employer's Liability Insurance. Contractor shall take out and maintain during the life of this Contract Workers' Compensation Insurance and Employer's Liability Insurance for all of employees employed at the site of the project and, in case any work is sublet, Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance and Employer's Liability Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Contractor.

In signing this Contract, Contractor makes the following certification, required by Section 1861 of the Labor Code:

"I am aware of the provision of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(b) General Liability Insurance. Contractor, at its own cost and expense, shall maintain personal injury liability and property damage insurance for the period covered by the Contract in the amount of One Million Dollars (\$1,000,000.00) per occurrence. Such coverage shall include, but shall not be limited to, protection against claims arising therefrom, and damage to property resulting from activities contemplated under this Contract. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to the Owner and shall provide that notice must be given to Owner at least thirty (30) days prior to cancellation or material change. The following endorsements shall be attached to the policy:

Policy shall cover on an "occurrence" basis. Policy must cover personal injuries as well as bodily injuries. Exclusion of contractual liability must be eliminated from personal injury endorsement. Broad form property damage endorsement must be attached. Owner is to be named as an additional insured on any contracts of insurance under this paragraph (b). Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code. The policies of insurance shall be considered primary insurance before any policies of insurance maintained by Owner.

(c) Automobile Liability. Contractor, at its own cost and expense, shall maintain automobile insurance for the period covered by the Contract in the amount of One Million Dollars (\$1,000,000.00) combined single limit coverage.

16. Hold Harmless. Contractor agrees to defend, save, indemnify and hold harmless Owner and all its officers, employees, and agents, against any and all liability, claims, judgments, or 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 active negligence or willful misconduct of Owner, or of Owner's officials, agents, employees, servants, or independent contractors who are directly responsible to Owner. Contractor shall make good and reimburse Owner for any expenditures, including reasonable attorneys' fees, Owner may make by reason of such claim or litigation, and, if requested by Owner, Contractor shall defend any such suits at the sole cost and expense of Contractor.

17. Hours of Work. Eight hours of labor during any one calendar day and forty hours of labor during any one calendar week shall constitute the maximum hours of service upon all work done hereunder, and it is expressly stipulated that no laborer, worker, or mechanic employed at any time by the Contractor or by any subcontractor or subcontractors under this Contract, upon the work or upon any part of the work contemplated by this Contract, shall be required or permitted to work thereon more than eight hours during any one calendar day and forty hours during any one calendar week, except, as provided by Section 1815 of the Labor Code of the State of California, work performed by employees of contractors in excess of eight hours per day and forty hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay. It is further expressly stipulated that for each and every violation of Sections 1811-1815, inclusive, of the Labor Code of the State of California, all the provisions whereof are deemed to be incorporated herein, Contractor shall forfeit, as a penalty to Owner, fifty dollars (\$50.00) for each laborer, worker, or mechanic employed in the execution of this Contract by Contractor, or by any subcontractor under this Contract, for each calendar day during which the laborer, worker, or mechanic is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of the Sections of the Labor Code.

Contractor, and each subcontractor, shall, in accordance with California Labor Code Section 1776 or as the same may be later amended, keep 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 him or her in connection with work under this agreement.

Each payroll record shall contain or be verified by a written declaration under penalty of perjury, in accordance with Labor Code Section 1776(a). Such payroll records shall be made available at all reasonable times at the Contractor's principal office to the persons authorized to inspect such records pursuant to Labor Code Section 1776. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations, as well as to the Owner's representative. In the event the Contractor or a Subcontractor fails to comply in a timely manner within ten days to a written notice requesting the records, such contractor or subcontractor shall forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, in accordance with Labor Code Section 1776(g).

18. Wage Rates. Pursuant to the Labor Code of the State of California, or any applicable local law, Owner has ascertained the general prevailing rate per diem wages and rates for holidays, and overtime work in the city, for each craft, classification or type of laborer, worker, or mechanic needed to execute this Contract. Owner has adopted, by reference, the general prevailing rate of wages applicable to the work to be done under the Contract, as adopted and published by the Division of Labor Standards Enforcement and Labor Statistics and Research of the State of California, Department of Industrial Relations, to which reference is hereby made for a full and detailed description. A copy of the prevailing wage rates may be reviewed in the office of the Director of Public Works, City of Sunnyvale, 456 West Olive Avenue, Sunnyvale, California. Wage rates can also be obtained through the City's Website at <http://sunnyvale.ca.gov/Departments/Finance/Purchasing/prevailingwage.htm>. Neither the notice inviting bids nor this Contract shall constitute a representation of fact as to the prevailing wage rates upon which the Contractor or any subcontractor may base any claim against Owner.

It shall be mandatory upon Contractor and upon any subcontractor to pay not less than the specified rates to all laborers, workers, and mechanics employed in the execution of the Contract. It is further expressly stipulated that Contractor shall, as a penalty to Owner, forfeit fifty dollars (\$50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic paid less than the stipulated prevailing rates for any work done under this Contract by Contractor or by any subcontractor; and Contractor agrees to comply with all provisions of Section 1775 of the Labor Code.

In case it becomes necessary for Contractor or any subcontractor to employ on the project under this Contract any person in a trade or occupation (except executives, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is herein specified, Contractor shall immediately notify Owner who will promptly thereafter determine the prevailing rate for such additional trade or occupation and shall furnish Contractor with the minimum rate based thereon. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

19. Accident Prevention. Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Industrial Accident Commission of the State of California.

20. Contractor's Guarantee. Owner shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to the building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly guarantees the first-class quality of all workmanship and of all materials, apparatus, and equipment used or installed by Contractor or by any subcontractor or supplier in the project which is the subject of this Contract, unless a lesser quality is expressly authorized in the Plans and Specifications, in which event Contractor unqualifiedly guarantees such lesser quality; and that the work as performed by Contractor will conform with the Plans and Specifications or any written authorized deviations therefrom. In case of any defect in work, materials, apparatus or equipment, whether latent or patent, revealed to Owner within one year of the date of acceptance of completion of this Contract by Owner, Contractor will forthwith remedy such defect or defects without cost to Owner.

21. Liquidated Damages. Time shall be the essence of this Contract. If Contractor fails to complete, within the time fixed for such completion, the entire work mentioned and described and contracted to be done and performed, Contractor shall become liable to Owner for liquidated damages in the sum of two hundred fifty (\$250), for each and every calendar day during which work shall remain uncompleted beyond such time fixed for completion or any lawful extension thereof. The amount specified as liquidated damages is presumed to be the amount of damage sustained by Owner since it would be impracticable or extremely difficult to fix the actual damage; and the amount of liquidated damages may be deducted by Owner from moneys due Contractor hereunder, or its assigns and successors at the time of completion, and Contractor, or its assigns and successors at the time of completion, and its sureties shall be liable to Owner for any excess.

22. Additional Provisions.

None.

IN WITNESS WHEREOF, two identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties.

CITY OF SUNNYVALE
a Municipal Corporation, Owner

Graham Contractors, Inc.
Contractor

License No. 315789

By _____
City Manager

By _____

Title

Attest:
City Clerk

By _____

Title

By _____
City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney

(Notice: The signatures of the Contractor's officers on this contract must be acknowledged before a notary.)

EXHIBIT "A"

SCHEDULE OF UNIT PRICES

<u>Item No.</u>	<u>Item Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>
<u>BASE BID</u>				
1.	Install Slurry Seal (Type II) Per Specifications	S.F.	1,490,855	<u>\$0.092</u>
<u>ADDITIVE ALTERNATES*</u>				
A.	Install Slurry Seal (Type II) Per Specification	S.F.	236,890	<u>\$0.10</u>
B.	Install Slurry Seal (Type II) Per Specification	S.F.	980,575	<u>\$0.10</u>

*If additional funds are available, the City has the option of choosing from Add Alternate A and/or Add Alternate B list.

ACKNOWLEDGMENT

State of California)
County of)

On _____ before me, _____
personally appeared _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(SEAL)

ATTACHMENT C
VARIOUS LOCATIONS

A. The following streets shall be sealed on the first Monday of work:

	<u>SEAL TIME</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>SQ FT</u>
1.	8 AM	Braly Park Lot	off Gail		10,790
2.	8 AM	JACKPINE CT	Iris	South end	12,210
3.	8:30 AM	GAIL	Blue Sage	OSFR n/s	19,828
	8:30 AM	CALICO CT	Gail	West end	11,290
4.	9:30 AM	KENNEWICK	Helena s/s	Nisqually ctr	29,858
5.	10 AM	INVERNESS	Eagle center	Finch ctr	34,521
6.	11 AM	LONDONDERRY	West end	Heron w/s	29,691

Total area for FIRST MONDAY of work - S.F. 148,188

B. The following streets shall be sealed on the first Tuesday of work:

	<u>SEAL TIME</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>SQ FT</u>
1.	8 AM	BAYVIEW	Fernwood, S	Duane n/s	20,792
2.	8:30 AM	SANTA PAULA	Ahwanee	Amador n/s	34,159
	8:30 AM	SANTA PAULA	Amador s/s	Duane	37,697
3.	10 AM	HELENA	Kennewick ctr	Lewiston	57,757
4.	11 AM	INVERNESS	Canary center	Eagle center	19,948

Total area for FIRST TUESDAY of work - S.F. 170,353

C. The following streets shall be sealed on the first Wednesday of work:

	<u>SEAL TIME</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>SQ FT</u>
1.	8 AM	SAVORY	Hyde Park	Oneida n/s	23,124
2.	8:30 AM	CENTRAL	Olive s/s	OSFR	34,677
3.	9 AM	BEEMER	Angel	Frances w/s	25,320
4.	9:30 AM	FLORENCE	Washington s/s	McKinley n/s	19,274
5.	10 AM	CLARENCE	Washington	Iowa	40,510
	10 AM	SARA CT	Clarence s/s	East end	6,328
6.	11 AM	CARBONERA	Washington n/o	Corral s/s	11,183

160,416

Total area for FIRST WEDNESDAY of work - S.F.

D. The following streets shall be sealed on the first Thursday of work:

	<u>SEAL TIME</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>SQ FT</u>
1.	8 AM	FREESTONE	Northumberland s/s	Plymouth	12,080
2.	8 AM	MUSCAT CT	Ticonderoga	South end	7,458
3.	8 AM	SESAME	Vanderbilt ctr	Wingate 1214 n/pl	6,741

4.	8:30 AM	HYDE PARK	Russet ctr	Spinosa	29,654
5.	9 AM	CIRRUS	Azure	Goya e/s	35,003

Total area for FIRST THURSDAY of work - S.F. 90,936

E. The following streets shall be sealed on the first Friday of work:

	<u>SEAL TIME</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>SQ FT</u>
1.	8 AM	INVERNESS	Bittern	Canary center	24,757
2.	8:30 AM	KENNEWICK	Nisqually ctr	Homestead	28,696
3.	9 AM	JASPER	The Dalles	Harney n/s	32,384
4.	10 AM	ARROWROCK CT	Kitimat	West end	7,650
5.	10 AM	BAINBRIDGE CT	Kitimat	West end	7,338
6.	10 AM	ASTORIA	btwn Drysdale & Elsona elec 7B114	Wright w/s	24,478
7.	10 AM	BUTTE CT	Bernardo	East end	7,229
8.	11 AM	BROOKINGS	Belleville	ends	36,727

Total area for FIRST FRIDAY of work - S.F. 169,259

F. The following streets shall be sealed on the second Monday of work:

	<u>SEAL TIME</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>SQ FT</u>
1.	8 AM	SILK OAK	Fernleaf s/s	Gardenia	9,372
2.	8 AM	THORNAPPLE	Clementis	Fuschia n/s	18,117
3.	8:30 AM	POPULUS	Rosa	Sumac s/s	13,659
	8:30 AM	SUMAC	Populus w/s	Redwood	14,569
4.	9 AM	WARBLER	n/city limit 1545 n/pl	Lochinvar n/s	18,026
5.	9:30 AM	PEACOCK	Inverness s/s	Homestead	49,867
6.	10:30 AM	FINCH	Inverness s/s	Kenley center	18,387
	10:30 AM	JURA	Finch	Goldfinch	17,124

Total area for FIRST FRIDAY of work - S.F. 159,121

G. The following streets shall be sealed on the second Tuesday of work:

	<u>SEAL TIME</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>SQ FT</u>
1.	8 AM	Murphy Park Lot	off California		42,560
2.	9 AM	KIRK	Arbor	Duane	24,885
3.	9:30 AM	LORNE	West end	Peacock w/s	47,702
4.	10:30 AM	GOLDFINCH	Inverness s/s	Londonderry	32,917

Total area for SECOND TUESDAY of work - S.F. 148,064

H. The following streets shall be sealed on the second Wednesday of work:

	<u>SEAL TIME</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>SQ FT</u>
1.	8 AM	Raynor Park Lot	off Dunford		6,320
2.	8 AM	Raynor Park Lot	off Quail		14,103

3.	8 AM	PEACOCK	Glenbar s/s	Inverness n/s	21,397
4.	9 AM	WARBLER	Lochinvar s/s	south end	21,106
5.	9:30 AM	VIREO	n/city limit 1550 ctr	Lochinvar n/s	17,386
6.	9:30 AM	FINCH	Kenley center	Londonderry n/s	18,750
7.	10:30 AM	DURSHIRE	Finch	Grackle w/s	43,685

Total area for SECOND WEDNESDAY of work - S.F. 142,747

I. The following streets shall be sealed on the second Thursday of work:

	<u>SEAL TIME</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>SQ FT</u>
1.	8 AM	SARA	Clarence w/s	Iowa	41,372
2.	9 AM	TAAFFE	Olive s/s	ECR	27,514
3.	9:30 AM	ONEIDA	Savory e/s	Russet w/s	23,534
4.	10:30 AM	NORTHUMBERLAND	Bernardo	Freestone e/s	28,760

Total area for SECOND THURSDAY of work - S.F. 121,180

J. The following streets shall be sealed on the Second Sunday of work:

	<u>SEAL TIME</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>SQ FT</u>
1.	8 PM	Sunken Gardens	off Wolfe		56,880

Total area for SECOND SUNDAY of work - S.F. 56,880

K. The following streets shall be sealed on the third Monday of work:

	<u>SEAL TIME</u>	<u>STREET</u>	<u>FROM</u>	<u>TO</u>	<u>SQ FT</u>
1.	8 AM	Panama Park Lot	off Dartshire		12,063
2.	8 AM	COVENTRY CT	Kingfisher	West end	13,156
3.	8:30 AM	KENNEWICK	The Dalles	Helena s/s	52,932
4.	9:30 AM	KNOWLTON	Cascade	Corvallis	30,438
5.	10:30 AM	HARNEY	Fraser	Jasper e/s	15,122

Total area for THIRD MONDAY of work - S.F. 123,711

Grand TOTAL for Slurry work - S.F. 1,490,855

10. BASE BID LOCATIONS/QUANTITIES

Pavement Slurry Seal		TOTAL SQ FT 1,490,855							
Street Name	From	To	Lgth	Wide	Ret	#	Bub	return/ extra	Sq Ft
BAYVIEW	Fernwood, S	Duane n/s	548	36.3	3	0	0	0.0	20,792
KIRK	Arbor	Duane	769	30.8	4	0	0	0.0	24,885
SANTA PAULA	Ahwanee	Amador n/s	913	36.1	4	0	0	0.0	34,159
SANTA PAULA	Amador s/s	Duane	1,011	36.1	4	0	0	0.0	37,697
BEEMER	Angel	Frances w/s	844	30.0	0	0	0	0.0	25,320
POPULUS	Rosa	Sumac s/s	395	32.3	3	0	0	0.0	13,659
SILK OAK	Fernleaf s/s	Gardenia	227	36.0	4	0	0	0.0	9,372
SUMAC	Populus w/s	Redwood	421	32.1	2	0.5	455	0.0	14,569
THORNAPPLE	Clementis	Fuschia n/s	473	36.4	3	0	0	0.0	18,117
CALICO CT	Gail	West end	316	31.9	1	1	910	0.0	11,290
GAIL	Blue Sage	OSFR n/s	516	36.1	4	0	0	0.0	19,828
JACKPINE CT	Iris	South end	350	30.2	2	1	1040	0.0	12,210
CENTRAL	Olive s/s	OSFR	921	37.0	2	0	0	0.0	34,677
TAAFFE	Olive s/s	ECR	889	29.6	4	0	0	0.0	27,514
CLARENCE	Washington	Iowa	1,260	29.7	3	0	0	2,187.5	40,510
FLORENCE	Washington s/s	McKinley n/s	634	30.4	0	0	0	0.0	19,274
SARA	Clarence w/s	Iowa	1,118	36.2	3	0	0	0.0	41,372
SARA CT	Clarence s/s	East end	139	32.5	3	1	910	0.0	6,328
CARBONERA	Washington n/o	Corral s/s	311	32.1	4	0	0	0.0	11,183
FREESTONE	Northumberland s/s	Plymouth Freestone	308	36.3	3	0	0	0.0	12,080
NORTHUMBERLAND	Bernardo	e/s	619	36.3	1	0	0	0.0	22,770
NORTHUMBERLAND bubble	Bernardo	Freestone e/s	155	30.0	1	1	1040	0.0	5,990
HYDE PARK	Russet ctr	Spinosa	796	36.5	2	0	0	0	29,654
ONEIDA	Savory e/s	Russet w/s	632	36.2	0	1	656	0.0	23,534
SAVORY	Hyde Park	Oneida n/s	609	36.0	4	0	0	0.0	23,124
CIRRUS	Azure	Goya e/s	953	36.1	2	0	0	0.0	35,003
SESAME	Vanderbilt ctr	Wingate 1214 n/pl	210	32.1	0	0	0	0.0	6,741
MUSCAT CT	Ticonderoga	South end	192	30.3	2	1	1040	0.0	7,458

Sunken Gardens	off Wolfe	56,880
Panama	off Dartshire	12,063
Braly	off Gail	10,790
Raynor	off Dunford	6,320
Raynor	off Quail	14,103

11. ADDITIVE ALTERNATIVE A LOCATIONS/QUANTITIES

Add Alternate A		Pavement Slurry Seal		TOTAL SQ FT					236,890	
Street Name	From	To	Lgth	Wide	Ret	#	Bub	return/ extra	Sq Ft	
BRADFORD	Garner 1003 s/pl elec 27C30	Colton center	771	36.2	0	0	0	0.0	27,910	
BRADFORD	Colton center	Plaza	867	36.2	0	0	0	0.0	31,385	
LIME	Remington	1161 s/ prop line	731	36.5	2	0	0	0.0	27,282	
LIME	1161 s/ prop line	Ticonderoga n/s	726	36.5	2	0	0	0.0	27,099	
GRAND FIR	Begonia	OSFR n/s	463	36.0	4	0	0	0.0	17,868	
GRAND FIR	OSFR s/s	Garland	993	36.4	4	0	0	0.0	37,345	
Public Safety Lot G	Back								31,500	
Public Safety Lot H	Front								36,500	

12. ADDITIVE ALTERNATIVE B LOCATIONS/QUANTITIES

Add Alternate B		Pavement Slurry Seal		TOTAL SQ FT					980,575	
Street Name	From	To	Lgth	Wide	Ret	#	Bub	Rtn/extra	Sq Ft	
BORDEAUX	Java s/s	Moffett Park	3,194	40.1	3	0	0	930.1	129,909	
CROSSMAN	Caribbean	Java n/s	2,538	64.3	2	0	0	1,044.9	164,838	
HERMOSA	Potrero e/s	Pastoria	808	40.0	4	0	0	0.0	33,520	
HERMOSA CT	Potrero w/s	West end - e/s bricks	642	40.0	4	0	0	0.0	26,880	
PASTORIA	Maude s/s	South end	2,018	39.3	2	1	656	0.0	80,563	
POTRERO	Hermosa ctr	Central end of island	295	36.2	2	0	0	0.0	11,279	
PINE	Arbor n/s	North end	981	36.2	1	0	0	0.0	35,812	
BEEMER	Frances e/s	Murphy	283	30.0	0	0	0	0.0	8,490	
CORNFLOWER CT	Thornapple	West end	490	32.4	2	1	910	0.0	17,386	
JACARANDA	Bamboo s/s	Blue Sage n/s	233	36.1	4	0	0	0.0	9,611	
RADCLIFF	Persimmon	Pepper w/s	285	32.2	2	0	0	0.0	9,777	
RADCLIFF CT	Pepper	West end	203	32.4	2	1	910	0.0	8,087	
CRESCENT	Rembrandt	West end	111	36.6	2	1	656	0.0	5,319	
GOYA	Cirrus s/s	Cumulus n/s	266	36.2	4	0	0	0.0	10,829	
REMBRANDT	Renoir Ct ctr	Fremont	1,741	36.3	2	0	0	0.0	63,798	
VAN DYCK	Chopin n/s	Verdi n/s	824	36.0	2	0.5	328	0.0	30,592	
VAN DYCK CT	Van Dyck	South end	258	36.1	2	0.5	328	0.0	10,242	

VAN DYCK CT	Van Dyck	South end	119	36.1	1	1	656	0.0	5,252
VERDI	Rousseau	Van Dyck e/s	536	36.2	2	0.5	656	0.0	20,659
BAKER CT	Bernardo	East end	194	30.5	1	1	1040	0.0	7,257
KITCHNER	Kennewick	Louise n/s	1,093	36.2	4	0	0	0.0	40,767
KITCHNER	Kennewick	Louise n/s	160	32.5	1	1	910	0.0	6,410
NISQUALLY	Manitoba ctr	Kennewick	642	36.2	2	0	0	0.0	23,840
KIRKLAND	Ontario	La Conner n/s	1,166	36.4	4	0	0	0.0	43,642
EXETER CT	Albatross	West end	129	32.4	1	1	910	0.0	5,390
FALKIRK CT	Albatross	East end	133	32.4	2	1	910	0.0	5,819
FLOYD	Carlisle n/s	Dunholme	1,550	37.6	4	0	0	0.0	59,480
HEBRIDGES	Finch	Grackle	822	32.5	4	0	0	0.0	27,915
KENLEY	Finch	East end	426	32.1	2	1	910	0.0	15,185
KINGFISHER	Carlisle ctr	Dartshire ctr	690	36.3	0	0	0	0.0	25,047
LIVERPOOL	Finch	Goldfinch	549	32.6	3	0	0	0.0	18,797
LIVERPOOL	Finch	Goldfinch	36	57.0	0	1	656	0.0	2,708
LONDONDERRY	Finch w/s	East end	409	36.3	1	0.5	328	0.0	15,475