



**DEPARTMENT OF ENGINEERING**

**GENERAL PROVISIONS, NOTICE TO BIDDERS,  
SPECIAL PROVISIONS, PROPOSAL AND CONTRACT  
FOR**

**Annual Street Resurfacing & Preventative Maintenance  
Project No. 24503**

**Bid Opening Date – March 14, 2024**

**2:00 p.m.**

To be used in conjunction with the City Standard Specifications and Details dated November 2016, the State Standard Specifications and Plans dated 2015 and all updates at the time of bid, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

APPROVED

Adam Nelkie  
City Engineer  
No. 78830  
Expires: 9/30/2025



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Rev. 12/12/14

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# NOTICE TO BIDDERS

## Proposals Sought; Time for Receipt

Sealed Bid Proposals will be received by the City Clerk's Office of the City of Pleasanton, Civic Center, in-person at 123 Main Street (or by mail to P.O. Box 520), Pleasanton, CA 94566, until 2:00 p.m., **March 14, 2024**, for work as described in the Plans and Specifications entitled:

### **Annual Street Resurfacing & Preventative Maintenance Project No. 24503**

At the above-mentioned time, date and address, the Bid Proposals will be publicly opened and read.

Please review the City website and/or Bid Net Direct for addendum(s) prior to submission.

#### Scope of Work and Project Location

There are two components to this project: the first component is preventative maintenance work in preparation for the City's Annual Slurry Seal Project; the second component is the Annual Street Resurfacing Project work.

The preventive maintenance work includes approximately 50,000 square feet of full-depth HMA repair (dig-out) and 8,000 pounds of crack sealing on various streets in preparation for approximately 800,000 square feet of slurry-seal work that the City will perform under a separate contract. Preventative maintenance work shall be completed no later than August 16, 2024.

The Annual Street Resurfacing Project work involves the resurfacing of approximately 1,640,000 square feet of existing pavement (approximately 20,000 tons HMA) and approximately 105,000 square feet of full-depth HMA pavement repair on various streets with HMA overlay, HMA overlay with paving mat, HMA overlay over cold-planed pavement, or HMA overlay over the cold-in-place recycle pavement.

The project also includes the installation of asphalt leveling course in various locations, wedge grinding or milling, adjusting manholes and valve boxes, etc. to grade, traffic striping and pavement legends, pavement markers, traffic signal loops, traffic control and any necessary coordination with other projects occurring within the vicinity of the project site.

The contractor shall furnish all labor, materials, equipment, incidentals, transportation and other necessary services to complete the work in accordance with these Project Plans and Special Provisions.

The Engineer's cost estimate for the project is \$6.83 million.

### Copies of Plans and Specifications

In order to be an eligible bidder, plans, specifications and all bid proposal and contract documents must adhere to the latest version of all bid documents as amended through any addendums. Plans may be purchased from the Engineering Department of the City of Pleasanton, Civic Center, 200 Old Bernal Avenue, at a cost of **\$30 per set** plus shipping. Plans will be electronically available on the City's website and bidnetdirect.com at no charge. The City requests all parties interested in this bid opportunity to email the City to be added to the plan holder list. Any addenda will be sent electronically to those on the plan holder list prior to the bid opening date. To request plans or to be added to the plan holder list, please email: [kroberts@cityofpleasantonca.gov](mailto:kroberts@cityofpleasantonca.gov) and [hho@cityofpleasantonca.gov](mailto:hho@cityofpleasantonca.gov).

### Bid Security and Contract Bonds

Each Bid Proposal shall be accompanied by either cash, a cashier's check or a certified check, amounting to not less than ten percent of the bid, payable to the order of the City of Pleasanton or by a bond for that amount and payable in the form contained in this bid package. The successful Bidder will be required to furnish performance and payment bonds, each in an amount not less than one hundred percent (100%) of the contract price, and a maintenance bond not less than ten percent (10%) of the contract price.

### Bid Forms

The Contractor is responsible for reviewing the City of Pleasanton's City Bids website (and/or bidnetdirect.com) to ensure they have the latest addendums and utilize all updated documents issued through addendum. Bidders must complete bid proposal and submit it in its entirety. Failure to do so will cause the bid to be deemed nonresponsive.

City of Pleasanton's City Bids Website:

<http://www.cityofpleasantonca.gov/business/bids.asp>

### Bids Received After Deadline

Bids received after the time established for receiving bids will not be considered. Except as provided in Section "Instruction to Bidders," no Bidder may withdraw a bid after the time established for receiving bids or before the award and execution of the contract, unless the award is delayed for a period of ninety (90) calendar days after the date of the City's opening of bids.

### Rejection of Bids

The City reserves the right to reject any or all bids and to determine which bid is, in the City's judgment, the lowest responsive and responsible bid of a Bidder or group of Bidders. The City also reserves the right to waive any inconsequential omissions or discrepancies in any bid and to delete certain items listed in the bid as set forth therein. Costs for developing, submitting, and presenting bids are the sole responsibility of the Bidder and claims for reimbursement will not be accepted by the City.

### Contractor's License Classification

As provided in California Business & Professions Code Section 7028.15, the City has determined that at the time of bid, the Contractor shall possess a valid **Class A General Engineering Contractor or C-12 Earthwork and Paving** Contractor license. The Contractor's failure to possess the specified license shall render the Bid as non-responsive and shall act to bar award of the contract to any Bidder not possessing said license at the time of bid, unless exempted by federal or state law.

### Contractor's Department of Industrial Relations Registration

Bidder and its Subcontractors must be registered and qualified to perform public work pursuant to section 1725.5 of the Labor Code, subject to limited legal exceptions under Labor Code section 1771.1.

This Contract will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations, pursuant to Labor Code section 1771.4.

### Substitution of Securities in Lieu of Retention

At the successful Contractor's option, securities may be substituted for the required retention, in accordance with provisions of Section 22300 of California Public Contract Code.

### Prevailing Wage

In accordance with California Labor Code Sections 1770 et seq., the Contractor shall pay general prevailing rate of per diem wages to all workers employed under this contract.

### Labor Nondiscrimination

The awarded Contractor shall comply with the requirements of the State of California's Standard Specification Code Section 7-1.01A(4) "Labor Nondiscrimination" under this contract.

Questions

Questions should be directed to the project engineer either in-person at 200 Old Bernal Avenue, Pleasanton, California, by mail at P.O. Box 520, Pleasanton, California 94566-0802, by phone at (925) 931-5650, or by email at **hho@cityofpleasantonca.gov**.

Questions will only be answered by reference to particular sections of these bid documents. If interpretation is deemed necessary, then the question shall be addressed in writing and a clarification shall be given to all prospective Bidders through addenda. To allow time for issuance of addenda, questions shall only be accepted prior to seven (7) calendar days before the bid opening date.

CITY OF PLEASANTON

Date: 2/22/2024

By: Jocelyn Kwong  
Jocelyn Kwong, City Clerk

# BID PROPOSAL

## Annual Street Resurfacing & Preventative Maintenance Project No. 24503

DATE: \_\_\_\_\_

Proposal of \_\_\_\_\_ (hereinafter called "Bidder") a \_\_\_\_\_ organized and existing under the laws of the State \_\_\_\_\_, doing business as \_\_\_\_\_, to the City of Pleasanton, City Clerk, 123 Main Street, Pleasanton, California (hereinafter called "City").

Ladies and Gentlemen:

The Bidder, in compliance with the invitation for bids for the **ANNUAL STREET RESURFACING & PREVENTATIVE MAINTENANCE, PROJECT NO. 24503**, City of Pleasanton, having examined the Plans and Specifications and related documents and the premises of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and supplies, declares that this proposal is made without collusion with any other person, firm or corporation and agrees to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Bid Proposal is a part.

The project has two distinct Liquidated Damages

1) Preventative Maintenance Liquidated Damages (Milestone #1)

The Bidder shall agree to complete all work required and specified for Preventative Maintenance (base repairs and crack sealing on streets shown on sheet G-3 Preventative Maintenance Schedule) to be completed no later than August 16, 2023. The City will be awarding the contract on April 16, 2024 and will issue the Notice to Proceed no later than May 15, 2024. Bidder shall pay liquidated damages in the sum of \$2,500 per working day should the successful Bidder fail to complete the required work of Milestone #1 as described herein.

2) General Contract Liquidated Damages.

Bidder shall agree to commence work under this Contract within fifteen (15) calendar days after the date of written "Notice to Proceed" and fully complete the project within one hundred twenty-five **(115) working days** after start of work. Bidder shall pay as liquidated damages in the sum of **\$2,500 per calendar day** should the successful Bidder fail to complete the work within this time limit unless the successful Bidder is granted a time extension.

Bidder acknowledges receipt of the following addendum:

<u>No.</u>	<u>Date</u>	<u>No.</u>	<u>Date</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Bidder to perform all of the work described in the Contract Documents for the total bid amount entered.

Item No.	Quantity (Approximate)	Unit of Measure	Item Description	Unit Price	Total
1	1	LS	TRAFFIC CONTROL		
2	20,000	TN	TYPE A HMA		
3	100	TN	AC LEVELING		
4	180,000	SF	4" THICK PAVEMENT REPAIR		
5	908,505	SF	COLD-IN-PLACE RECYCLE PAVEMENT (CIR), t=4"		
6	334,975	SF	COLD PLANE MILLING, d<3		
7	4,650	SF	COLD PLANE MILLING, d>3		
8	9,260	SQ. YD	PAVING MAT		
9	8,000	LBS	CRACK SEAL		
10	25,617	LF	6' AC WEDGE CUT AT LIP OF GUTTER PAN		
11	487	LF	15' AC WEDGE CUT AT STREET CONFORM		
12	113	EA	LOWER EXISTING MANHOLE PRIOR TO CIR TREATMENT & COLD-PLANE		
13	184	EA	LOWER EXISTING WATER VALVE/MON PRIOR TO CIR TREATMENT & COLD-PLANE		
14	200	EA	RAISE EXISTING MANHOLE FRAME AND COVER TO GRADE		
15	239	EA	RAISE EXISTING WATER VALVE, CLEANOUT, AND DETECTOR HANDHOLE TO GRADE		



Item No.	Quantity (Approximate)	Unit of Measure	Item Description	Unit Price	Total
16	131	EA	RAISE EXISTING MONUMENT TO GRADE		
17	55	EA	INSTALL BLUE REFLECTORIZED RAISED PAVEMENT MARKERS		
18	480	LF	INSTALL DETAIL 9		
19	27,275	LF	INSTALL DETAIL 12		
20	6,290	LF	INSTALL DETAIL 22		
21	8,615	LF	INSTALL DETAIL 25		
22	1,499	LF	INSTALL DETAIL 29		
23	5,445	LF	INSTALL DETAIL 37B		
24	5,478	LF	INSTALL DETAIL 38		
25	2,275	LF	INSTALL DETAIL 38A		
26	25,816	LF	INSTALL DETAIL 39		
27	5,497	LF	INSTALL DETAIL 39A		
28	1,661	LF	INSTALL DETAIL 40		
29	106	EA	INSTALL TYPE IV ARROW		
30	4	EA	INSTALL TYPE VI ARROW		
31	2,086	LF	INSTALL 12" YELLOW/WHITE X-WALK		
32	7,403	LF	INSTALL 12" YELLOW/WHITE STRIPING		
33	1,064	LF	INSTALL 4" WHITE STRIPING		
34	60	LF	INSTALL 6" WHITE STRIPING		
35	100	LF	INSTALL 8" WHITE STRIPING		
36	14	EA	INSTALL "STOP" OR "YIELD" LEGEND		
37	10	EA	INSTALL "STOP AHEAD", "PED XING", "KEEP CLEAR," OR "SIGNAL AHEAD" LEGEND		
38	4	EA	INSTALL "SCHOOL SLOW XING" LEGEND		
39	20	EA	INSTALL "25" "40" OR "45" SPEED LEGEND		

Item No.	Quantity (Approximate)	Unit of Measure	Item Description	Unit Price	Total
40	90	LF	INSTALL "YIELD" MARKING SYMBOL		
41	40	EA	INSTALL BIKE LANE SYMBOL & ARROW		
42	12,483	SF	INSTALL GREEN COLOR BIKE LANE		
43	453	LF	PAINT MEDIAN CURB (NOSE) WHITE/YELLOW		
45	84	EA	INSTALL TRAFFIC DETECTOR LOOPS (TYPE A)		
46	70	EA	INSTALL TRAFFIC DETECTOR LOOPS (TYPE D)		
47	4	EA	REMOVE & REPLACE EXISTING SPEED LUMP		
48	1	LS	3333 BUSCH ROAD- Access Road Improvements		
49	8	EA	CHANGEABLE MESSAGE SIGN (CMS)		
50	4	EA	INSTALL CITY'S PROJECT IDENTIFICATION SIGNS (DWG#603)		
<b>TOTAL</b>				\$	

Note: The Bidder acknowledges that the total amount set forth above is for the entire project as represented by the Contract Documents regardless of itemization.

Attached is a bid guaranty bond duly completed by a guaranty company authorized to carry on business in the State of California in the amount of at least ten percent (10%) of the total amount of the bid, or alternately, there is attached a certified or cashier's check payable to the City in the amount of at least ten percent (10%) of the total amount of the bid.

If this Bid Proposal is accepted, bidder agrees to sign the contract and to furnish the performance bond, labor and materials bond, maintenance bond, and the required evidences of insurance within ten (10) working days after receiving written notice of the award of the contract. If bidder fails to contract as provided herein or fails to provide the bonds and/or evidence of insurance, the City may at its option, determine the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this Bid Proposal shall operate and the same shall be the property of the City of Pleasanton.

This Bid Proposal shall be good and may not be modified, withdrawn or canceled for a period of ninety (90) calendar days after the date of the City's opening of bids.

Bidder hereby certifies that the licensing information hereinafter stated is true and correct. Bidder further agrees, if the bid is accepted and a contract for performance of the work is entered into with the City, to so plan work and to prosecute it with such diligence that the work shall be completed within the time stipulated in the agreement. Under the penalty of perjury bidder affirms that, to the best of bidder's knowledge, the representations made in this bid are true.

Bidders are required by law to be licensed and regulated by the contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board.

It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefor, except for specific cases outlined in Business and Professions Code, Section 7028.15.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Contractor's License Number

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address of Bidder

\_\_\_\_\_  
Title of Signatory

\_\_\_\_\_  
( )

\_\_\_\_\_  
State of Incorporation

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
DIR Registration Number

\_\_\_\_\_  
Contractor's Email Address

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## BID BOND FORM

Note: Bidders must use this form if a bid bond is to be used as bidder's security. This form is not necessary if cash, cashier's check made payable to the City, or certified check made payable to the City, accompanies the bid.

We, the undersigned, \_\_\_\_\_ (“Principal”), and \_\_\_\_\_ a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ and authorized to do business in the State of California as a surety, (“Surety”), acknowledge ourselves jointly and severally bound to the CITY OF PLEASANTON for ten percent (10%) of the total bid amount.

Contractor’s Bid        \$ \_\_\_\_\_  
10% Bid Bond         \$ \_\_\_\_\_

The above amount to be paid to the CITY OF PLEASANTON as follows: If Principal’s bid for the work required for the project, described below,

### ANNUAL STREET RESURFACING & PREVENTATIVE MAINTENANCE PROJECT NO. 24503

shall be accepted and the proposed contract awarded to Principal, and if Principal shall fail to execute the contract within the time specified in the Award and Execution of Contract section of this Contract Document, and to furnish the required faithful performance and labor and material bonds; otherwise, the obligation shall be void. Bid errors shall not constitute a defense to forfeiture.

If the City of Pleasanton brings suit upon this bond and judgment is recovered, Surety shall pay all costs incurred by the CITY OF PLEASANTON in bringing such suit, including reasonable attorney's fees.

IN WITNESS WHEREOF, we hereunto set our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By:

\_\_\_\_\_  
Surety:

\_\_\_\_\_  
By:

(Notarization of Surety's signature required)

(corporate seal)

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## **CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS**

The undersigned Bidder certifies that the Bidder is, at the time of the bidding, and shall be, throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the contract documents. Bidder further certifies that the Bidder is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The Bidder represents that the Bidder is competent, knowledgeable and has special skills in the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that the Bidder is aware of such peculiar risks and has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Bidder has been engaged in the contracting business, under the present business name, for \_\_\_\_\_ years. Experience in work of a similar nature to that called for in the contract documents extends over a period of \_\_\_\_\_ years.

## BIDDER'S CONTRACT EXPERIENCE

The Bidder shall list below three projects completed in the last seven (7) years of similar size and complexity that indicate the Bidder's experience as a Contractor.

1.

Project	Amount
Owner	Contact
Telephone	Completion Date

2.

Project	Amount
Owner	Contact
Telephone	Completion Date

3.

Project	Amount
Owner	Contact
Telephone	Completion Date

Name of Bidder \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



## BIDDER'S Labor Classifications

The Bidder shall list below the anticipated labor classifications completed by Bidder. List Subcontractor's classifications under List of Subcontractors.

- |  |   |  |  |
|--|---|--|--|
| <input type="checkbox"/> ASBESTOS        | <input type="checkbox"/> BOILERMAKER          | <input type="checkbox"/> BRICKLAYERS         | <input type="checkbox"/> CARPENTERS      |
| <input type="checkbox"/> CARPET/LINOLEUM | <input type="checkbox"/> CEMENT<br>MASONS     | <input type="checkbox"/> DRYWALL<br>FINISHER | <input type="checkbox"/> DRYWALL/LATHERS |
| <input type="checkbox"/> ELECTRICIANS    | <input type="checkbox"/> ELEVATOR<br>MECHANIC | <input type="checkbox"/> GLAZIERS            | <input type="checkbox"/> IRON WORKERS    |
| <input type="checkbox"/> LABORERS        | <input type="checkbox"/> MILLWRIGHTS          | <input type="checkbox"/> OPERATING ENG       | <input type="checkbox"/> PAINTERS        |
| <input type="checkbox"/> PILE DRIVERS    | <input type="checkbox"/> PIPE TRADES          | <input type="checkbox"/> PLASTERERS          | <input type="checkbox"/> ROOFERS         |
| <input type="checkbox"/> SHEET METAL     | <input type="checkbox"/> SOUND/COMM           | <input type="checkbox"/> SURVEYORS           | <input type="checkbox"/> TEAMSTER        |
| <input type="checkbox"/> TILE WORKERS    | <input type="checkbox"/> _____                | <input type="checkbox"/> _____               | <input type="checkbox"/> _____           |

B. BIDDER'S FINANCIAL RESPONSIBILITY

Reference is hereby made to the following banks and surety companies as to the financial responsibility and general reliability of the Bidder:

1. Name of Bank \_\_\_\_\_  
Address \_\_\_\_\_
2. Name of Bank \_\_\_\_\_  
Address \_\_\_\_\_
3. Surety Company \_\_\_\_\_  
Address \_\_\_\_\_
4. Surety Company \_\_\_\_\_  
Address \_\_\_\_\_

C. LIST OF SUBCONTRACTORS

In conformance with Section 2.1 – 1.10 of the Caltrans Standard Specifications and § 4100 of California Public Contract Code, the Bidder shall provide the following information for each Subcontractor to whom the Bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total Bid Proposal OR \$10,000, whichever is greater.

1. Name of Subcontractor \_\_\_\_\_  
Contractor License Number \_\_\_\_\_  
Address \_\_\_\_\_ Phone No. \_\_\_\_\_  
Individual, Partnership or Corporation \_\_\_\_\_  
Dollar Value of work to be Performed \_\_\_\_\_  
Work to be Performed \_\_\_\_\_  
Labor Classification/s \_\_\_\_\_  
DIR Registration # \_\_\_\_\_  
CSLB# \_\_\_\_\_ Email \_\_\_\_\_

2. Name of Subcontractor \_\_\_\_\_

Contractor License Number \_\_\_\_\_

Address \_\_\_\_\_ Phone No. \_\_\_\_\_

Individual, Partnership or Corporation \_\_\_\_\_

Dollar Value of work to be Performed \_\_\_\_\_

Work to be Performed \_\_\_\_\_

Labor Classification/s \_\_\_\_\_

DIR Registration # \_\_\_\_\_

CSLB# \_\_\_\_\_ Email \_\_\_\_\_

3. Name of Subcontractor \_\_\_\_\_

Contractor License Number \_\_\_\_\_

Address \_\_\_\_\_ Phone No. \_\_\_\_\_

Individual, Partnership or Corporation \_\_\_\_\_

Dollar Value of work to be Performed \_\_\_\_\_

Work to be Performed \_\_\_\_\_

Labor Classification/s \_\_\_\_\_

DIR Registration # \_\_\_\_\_

CSLB# \_\_\_\_\_ Email \_\_\_\_\_

4. Name of Subcontractor \_\_\_\_\_

Contractor License Number \_\_\_\_\_

Address \_\_\_\_\_ Phone No. \_\_\_\_\_

Individual, Partnership or Corporation \_\_\_\_\_

Dollar Value of work to be Performed \_\_\_\_\_

Work to be Performed \_\_\_\_\_

Labor Classification/s \_\_\_\_\_

DIR Registration # \_\_\_\_\_

CSLB# \_\_\_\_\_ Email \_\_\_\_\_

5. Name of Subcontractor \_\_\_\_\_

Contractor License Number \_\_\_\_\_

Address \_\_\_\_\_ Phone No. \_\_\_\_\_

Individual, Partnership or Corporation \_\_\_\_\_

Dollar Value of work to be Performed \_\_\_\_\_

Work to be Performed \_\_\_\_\_

Labor Classification/s \_\_\_\_\_

DIR Registration # \_\_\_\_\_

CSLB# \_\_\_\_\_ Email \_\_\_\_\_

6. Name of Subcontractor \_\_\_\_\_

Contractor License Number \_\_\_\_\_

Address \_\_\_\_\_ Phone No. \_\_\_\_\_

Individual, Partnership or Corporation \_\_\_\_\_

Dollar Value of work to be Performed \_\_\_\_\_

Work to be Performed \_\_\_\_\_

Labor Classification/s \_\_\_\_\_

DIR Registration # \_\_\_\_\_

CSLB# \_\_\_\_\_ Email \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

# INSTRUCTIONS TO BIDDERS

## General

The City of Pleasanton, hereinafter referred to as "City," will receive at the City Clerk's Office of the City of Pleasanton, Civic Center, 123 Main Street, Pleasanton, California, until the hour and day specified in the "Notice to Bidders," sealed Bid Proposals for furnishing materials, equipment and/or labor for performing the work described in these Contract Documents. All Bid Proposals shall be submitted in accordance with the provisions of the "Proposal Requirements and Conditions" set forth under Section 2 of the Standard Specifications of the State of California, except as modified herein.

## Bid Proposal Form

All Bid Proposals shall be submitted on the Bid Proposal forms which are bound herein. All Bid Proposal forms shall be filled in completely in ink with all signature blocks signed by the Bidder. The completed Bid Proposal forms shall remain bound with the Contract Documents provided and shall be sealed in an envelope addressed to the City of Pleasanton, California and clearly labeled with identifying project name and number, and bid opening date.

## Delivery of Bid Proposal

The Bid Proposal shall be delivered by the time and to the place set forth in the "Notice to Bidders." It is the Bidder's sole responsibility to see that his or her Bid Proposal is received in proper time. Any proposal received after the time fixed for opening of bids shall be returned to the Bidder unopened.

## Opening of Bid Proposals

The Bid Proposals shall be publicly opened and read at the time and place fixed in the "Notice to Bidders."

## Modifications and Alternative Proposals

Each Bidder represents that his or her Bid Proposal is based upon the materials and equipment described in the Contract Documents. Unauthorized conditions, limitations or provisions attached to a Bid Proposal will render it non-responsive and may cause its rejection. The completed Bid Proposal forms shall be without interlineations, alterations or erasures. Alternative Bid Proposals will not be considered unless written request has been submitted to the Engineer for approval at least seven (7) calendar days prior to the date for receipt of Bids. The request shall include the name of substitute material or equipment drawings, cut sheets, performance and test dates and any other data or information necessary for complete evaluation. If the Engineer approves any proposed substitution, such approval shall be set forth in an Addendum. Oral, telegraphic, or telephonic Bid Proposals or modifications will not be considered.

## Contractor's Department of Industrial Relations Registration

A bid will not be accepted nor any contract entered into without proof that the bidder and its subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code Section 1725.5, subject to limited legal exceptions.

## Discrepancies in Bid Proposals

In the event there is more than one bid item on a Bid Proposal form, the Bidder shall furnish a price for all items and failure to do so will render the Bid Proposal non-responsive and may cause its rejection. In the event there are unit price bid items on a Bid Proposal form and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly. In the event there is more than one bid item on the Bid Proposal form and the total indicated on the Bid Proposal form does not agree with the sum of the amounts bid on the individual items, the price bid on the individual items shall govern and the total on the proposal will be corrected accordingly.

## Bid Security

Each Bid Proposal shall be accompanied by cash, a cashier's check or a certified check, amounting to ten percent (10%) of the Bid, payable to the order of the City of Pleasanton or by a bond for that amount and so payable in the form contained in this bid package. The amount so posted shall be forfeited to the City if the successful bidder does not, within ten (10) working days not including Saturday, Sunday and legal holidays after date of postage of mailed written notice that the contract has been awarded, enter into a contract with the City for the work.

After the contract is duly entered into by the successful bidder, the amount of the deposit will be returned to the Bidder. All certified checks, cashier's checks, and cash deposits of the unsuccessful bidders will be returned to the bidders within two (2) weeks after the contract is entered into by the successful bidder.

## Miscellaneous

For requirements on Bidder's examination of site, withdrawal of proposals, and disqualification of bidders, refer to Section 2 of the Standard Specifications of the State of California.

# AWARD AND EXECUTION OF CONTRACT

## General

Award and execution of Contract shall be in accordance with "Award and Execution of Contract" set forth under Section 3 of the Standard Specifications of the State of California except as modified herein.

## Award of Contract

The City reserves the right to reject for any reason any or all Bid Proposals.

No Bidder shall modify, withdraw or cancel a Bid Proposal or any part thereof for ninety (90) calendar days after the time designated for the opening of Bids in the "Notice to Bidders." Within this time period of ninety (90) days and if the City so chooses, the Contract shall be awarded to the lowest responsible Bidder.

In accordance with the provisions of California Business & Professions Code Section 7028.5, the City has determined that at the time that a bid is submitted, the bidder shall possess a valid **Class A General Engineering Contractor or C-12 Earthwork and Paving** Contractor license. Failure to possess the specified license shall render the bid as non-responsive and shall act to bar award of the Contract to any Bidder not possessing said license at the time of bid.

## Execution of Contract

Within ten (10) working days, not including Saturday, Sundays and legal holidays, after date of postage of mailed notice of award to the lowest responsible Bidder, the following documents shall be submitted to the City.

- Executed contract
- Contract bonds as required by the forms contained herein including:
  - ◇ Faithful Performance Bond for 100% of contract price
  - ◇ Labor and Material Bond for 100% of contract price
  - ◇ Maintenance Bond for 10% of contract price
- Certificates of insurance
- Evidence of a current business license to conduct business in the City of Pleasanton

Failure to submit the above shall be just cause for forfeiture of the Bid Proposal security.

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# CONTRACT

## ANNUAL STREET RESURFACING & PREVENTATIVE MAINTENANCE PROJECT NO. 24503

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_  
by and between \_\_\_\_\_, ("Contractor"), whose address is \_\_\_\_\_  
\_\_\_\_\_, and telephone number is \_\_\_\_\_  
and the CITY OF PLEASANTON, a municipal corporation ("City").

### W I T N E S S E T H:

WHEREAS, the City has awarded to the Contractor a contract for **ANNUAL STREET RESURFACING & PREVENTATIVE MAINTENANCE, PROJECT NO. 24503**

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Work to be Performed. The work will generally consist of:

There are two components to this project: the first component is preventative maintenance work in preparation for the City's Annual Slurry Seal Project; the second component is the Annual Street Resurfacing Project work.

The preventive maintenance work includes approximately 50,000 square feet of full-depth HMA repair (dig-out) and 8,000 pounds of crack sealing on various streets in preparation for approximately 800,000 square feet of slurry-seal work that the City will perform under a separate contract. Preventative maintenance work shall be completed no later than August 16, 2024.

The Annual Street Resurfacing Project work involves the resurfacing of approximately 1,640,000 square feet of existing pavement (approximately 20,000 tons HMA) and approximately 105,000 square feet of full-depth HMA pavement repair on various streets with HMA overlay, HMA overlay with paving mat, HMA overlay over cold-planed pavement, or HMA overlay over the cold-in-place recycle pavement.

The project also includes the installation of asphalt leveling course in various locations, wedge grinding or milling, adjusting manholes and valve boxes, etc. to grade, traffic striping and pavement legends, pavement markers, traffic signal loops, traffic control and any necessary coordination with other projects occurring within the vicinity of the project site.

The contractor shall furnish all labor, materials, equipment, incidentals, transportation and other necessary services to complete the work in accordance with these Project Plans and Special Provisions.

Said work is more particularly shown in the following documents which are on file with the Engineering Department of the City and are incorporated herein by this reference:

- A. **Approved Plans and Specifications** entitled the **ANNUAL STREET RESURFACING & PREVENTATIVE MAINTENANCE, PROJECT NO. 24503** and addenda thereto, if any.
  - B. Contract Change Orders approved by the City Engineer, done in accordance with the Standard Specifications.
  - C. The elements of the proposal submitted to the City by the Contractor, which the City has accepted.
2. Compensation. The City shall pay the Contractor for work actually performed at the unit prices set out in the Contractor's proposal to the City as set forth in Exhibit A of this agreement and incorporated herein. The quantities of work stated therein are estimates only; actual quantities will be measured for payment in accordance with the specifications.
3. Method of Payment.
- A. Progress Payments. As of the twentieth day of each month, the Contractor may submit for review a request for progress payment, listing the amount and value of work actually performed during the preceding month, or part thereof. Upon the City Engineer's review and approval, including adjustments if any, City shall make a progress payment to the Contractor.
  - B. 5% Retention. Five percent (5%) of the amount due shall be retained by the City as retention. The City shall retain five percent (5%) of the contract amount for thirty-five (35) days after the Notice of Completion for the work is recorded. The Contractor may elect to receive 100 percent of payments due under the contract documents from time to time, without retention from any portion of the payment by the City, by depositing securities of equivalent value with the City in accordance with the provisions of Section 22300 of the California Public Contract Code. Such securities, if deposited by the Contractor, shall be valued by the City, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in Section 16430 of the California Government Code.
  - C. Time of Payment. Requests submitted promptly as of the 20th day of each month will be paid by the 10th day of the following month.

4. Incorporation of Contract Documents. This Contract expressly incorporates all terms and conditions contained in the Contract Documents. In the event there is any conflict between this Contract and the Contract Documents, this Contract shall control.
5. **Indemnification. Contractor shall indemnify, save and hold harmless from and defend the City, members of the City Council and their agents, servants and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or other detriment or liability arising from or out of acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Contract or any amendments thereto.**
6. Certification re: Workers' Compensation. In accordance with Section 1861 of the California Labor Code, each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require 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."
7. Department of Industrial Relations: Pursuant to Labor Code section 1771.1, the Bidder and its Subcontractors must be registered and qualified to perform public work pursuant to section 1725.5 of the Labor Code, subject to limited legal exceptions.
8. Independent Contractor. The Contractor is an independent contractor retained by the City to perform the work described herein. All personnel employed by the Contractor, including subcontractors, and personnel of said subcontractors, are not and shall not be employees of the City.

9. Warranty Against Defects. The Contractor hereby warrants all work done under this contract against all defects in materials and workmanship for a period of 12 months following City's acceptance of said work. If any defects occur within said 12 months, the Contractor shall be solely responsible for the correction of those defects.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CONTRACTOR:

By: \_\_\_\_\_  
Its Authorized Agent

By: \_\_\_\_\_  
Its Authorized Agent  
*(Second signature required if a corporation)*

CITY OF PLEASANTON:

By: \_\_\_\_\_  
Gerry Beaudin, City Manager

ATTEST:

\_\_\_\_\_  
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Daniel G. Sodergren, City Attorney

## CONTRACTOR'S BOND FOR FAITHFUL PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENTS:

Whereas, The City Council of the City of Pleasanton, State of California, and \_\_\_\_\_ (“Principal”) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated \_\_\_\_\_, 20\_\_, and identified as **ANNUAL STREET RESURFACING & PREVENTATIVE MAINTENANCE, PROJECT NO. 24503**, is hereby referred to and made a part hereof; and

Whereas, Said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, Principal and \_\_\_\_\_ (“Surety”), are held and firmly bound unto the City of Pleasanton, in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, Principal’s heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on Principal’s part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City of Pleasanton, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney’s fees, incurred by City of Pleasanton in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the Principal(s) and Surety above named, on \_\_\_\_\_, 20 \_\_\_\_..

Contractor

Surety

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Surety Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Surety's Phone No.

(attach acknowledgments)

## LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Pleasanton, State of California, and \_\_\_\_\_ (“Principal”) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, dated \_\_\_\_\_, 20\_\_\_\_, and identified as **ANNUAL STREET RESURFACING & PREVENTATIVE MAINTENANCE , PROJECT NO. 24503**, is hereby referred to and made a part hereof; and

Whereas, Under the terms of the agreement, Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Pleasanton to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

Now, therefore, Principal and the undersigned as corporate surety, are held firmly bound unto the City of Pleasanton and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney’s fees, incurred by City of Pleasanton in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In witness whereof, this instrument has been duly executed by Principal and surety above named, on \_\_\_\_\_, 20\_\_\_\_.

Principal

Surety

By: \_\_\_\_\_

By: \_\_\_\_\_

(Signature of Principal and Surety must be notarized)

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## CONTRACTOR'S BOND FOR ONE YEAR MAINTENANCE

### ANNUAL STREET RESURFACING & PREVENTATIVE MAINTENANCE PROJECT NO. 24503

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Pleasanton has awarded and \_\_\_\_\_ (“Contractor”) is about to execute a Contract for the above-referenced Project ("Contract") and the terms thereof, which are incorporated herein by reference, require the furnishing of a bond with said Contract providing for maintenance for a period of one (1) year from the date of acceptance by the City Council of said contract by the Contractor.

NOW, THEREFORE, WE, Contractor and \_\_\_\_\_ (“Surety”), are held firmly bound unto the City of Pleasanton, as Agency in the penal sum of:

\_\_\_\_\_ DOLLARS, (\$ \_\_\_\_\_), lawful money of the United States of America, said sum being ten percent (10%) of the estimated amount payable by Agency under the terms of the contract, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if the above bounden \_\_\_\_\_, Principal(s), within a period of one (1) year after the completion and acceptance of the project fulfills the provisions of the Contract and complies with any necessary repairs or replacement of faulty materials to the **ANNUAL STREET RESURFACING & PREVENTATIVE MAINTENANCE , PROJECT NO. 24503** and related facilities, then the above obligation shall be void; otherwise to remain in full force and effect.

No cancellation or termination of this bond by Surety shall be effective unless thirty (30) days prior written notice thereof has been delivered to the City Engineer, provided that no cancellation or termination shall affect any liability incurred or accrued hereunder prior to the expiration of said thirty (30) day period or any work performed under any Contract issued by the City.

This bond is executed in accordance with the rules, regulations, standards, specifications and policies of the City of Pleasanton.

Bond No. \_\_\_\_\_

IN WITNESS WHEREOF, the Principal(s) and Surety have caused these presents to be executed, and corporate names and seals to be hereunto attached by proper officers hereunto duly authorized, the day and year first herein-above written.

Contractor

Surety

By:

By: \_\_\_\_\_

By:

By: \_\_\_\_\_

\_\_\_\_\_  
Date Signed

Surety Address:

\_\_\_\_\_

\_\_\_\_\_

Surety Phone No. ( ) \_\_\_\_\_

(attach acknowledgments)

## GENERAL PROVISIONS

Unless otherwise stated in these Contract Documents or deemed inapplicable by the Engineer, the General Provisions of the State of California Standard Specifications are hereby incorporated with the following General Provisions.

### SECTION 1. DEFINITIONS AND TERMS

As used in these Contract Documents unless the context otherwise requires, the following terms have the meanings indicated:

Addenda: Are written or graphic instruments, clarifications or corrections, issued prior to the execution of the contract, which modify or interpret the Contract Documents.

Bidder: Any individual, partnership or corporation submitting a Bid Proposal for the work described in the Contract Documents.

Bidding Documents: Includes the Notice to Bidders, the Bid Proposal, Bid Bond, Contractor's Information Forms including the Contractor's past experience, financial responsibility and Subcontractors, and Instructions to Bidders.

City: The City of Pleasanton.

City Standard Specifications and Standard Details: Means the November 2016 edition of the City's Standard Specifications and Standard Details.

Contractor: Any individual, partnership or corporation that has entered into a Contract with the City to perform the work described in the Contract Documents.

Contract Documents: Includes the Bidding Documents, the Award and Execution of Contract Requirements, the Contract, the Labor and Material Bond, the Performance Bond, the Maintenance Bond, the City General Provisions, the Special Provisions, Project Plans, the City of Pleasanton Standard Specifications, and Standard Details, the State Standard Specifications and Plans, all Addenda issued by the City and all Change Orders executed by the City.

Engineer: The City Engineer of the City of Pleasanton, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

General Provisions: Those Specifications that apply to all projects unless specifically modified by Special Provisions.

Project Plans: Drawings specifically prepared for a particular project.

Special Provisions: Specifications specifically prepared for a particular project.

State Standard Specifications and Standard Plans: Means the May 2015 edition of the Standard Specifications and Standard Plans of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office or officer shall be interpreted to refer to the City or its corresponding agency, office or officer acting under this contract.

Subcontractor: Any individual, partnership or corporation that has contracted with the Contractor to provide labor, equipment and/or materials described in the Contract Documents which is an amount in excess of one-half of one (1) percent of the Contractor's total Bid.

Work: Material, equipment and labor to be provided to City by the Contractor as defined by the Contract Documents.

## SECTION 2. SCOPE OF WORK

The Work presented in these Contract Documents shall be done in accordance with: 1) the Special Provisions and Project Plans, 2) the City Standard Specifications and Standard Details and 3) the State Standard Specifications and Standard Plans. In case of conflicting portions, the above order of precedence shall prevail. In case of conflict between the specifications and drawings, the specifications shall prevail.

## SECTION 3. CONTROL OF WORK AND MATERIALS

3-01. Protection of Workers in Trench Excavations: As required by Section 6705 of the California Labor Code and in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches 5 feet or more in depth, the Contractor shall submit for acceptance by the City or by a registered civil or structural engineer, employed by the City, to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs therefore shall be included in the price named in the Contract for completion of the Work as set forth in the Contract Documents. Nothing in this Section shall be construed to impose tort liability on the City, the Engineer, nor any of their officers, agents, representatives, or employees.

3-02. Substitution of Materials; Assignment of Certain Rights: In accordance with the provisions of Section 3400 of the California Public Contract Code, a Contractor shall be provided a period of not less than 35 days after award of the contract for submission of data substantiating a request for a substitution of "an equal" item.

In accordance with Section 4552 of the Government Code, the Bidder shall conform to the following requirements: In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchase of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.

#### SECTION 4. LEGAL RELATIONS AND RESPONSIBILITY

##### 4-01. Travel and Subsistence Payments:

- (a) As required by Section 1773.1 of the California Labor Code the Contractor shall pay travel and subsistence payments to each worker needed to execute the Work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.
- (b) To establish such travel and subsistence payments, the representative of any craft, classification, or type of worker needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within 10 days after their execution and thereafter shall establish such travel and subsistence payments whenever filed 30 days prior to the call for bids.

##### 4-02. State Wage Determination:

- (a) As required by Sections 1770 et seq., of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the City's Engineering Counter, which copies shall be made available to any interested party on request. The Contractor shall post a copy of such determination at each job site.
- (b) As provided in Section 1775 of the California Labor Code, the Contractor shall, as a penalty to the City, forfeit \$50.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the City Engineer for such work or craft in which such worker is employed for any public work done under the contract by it or by any subcontractor under it.

4-03. Payroll Records; Retention; Inspection; Compliance Penalties; Rules and Regulations

- (a) As required under the provisions of Section 1776 of the California Labor Code, each Contractor and subcontractor shall keep an accurate payroll record, 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 the public work.
- (b) The payroll records enumerated in Paragraph 4-03(a), herein, shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
  - 1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
  - 2. A certified copy of all payroll records enumerated in Paragraph 4-03(a), herein, shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
  - 3. A certified copy of all payroll records enumerated in Paragraph 4-03(a), herein, shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to subparagraph 4-03(b2), herein, the requesting party shall pay the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of the Contractor.
- (c) Each Contractor shall file a certified copy of the records, enumerated in Paragraph 4-03(a) with the entity that requested the records within 10 days after receipt of a written request.
- (d) Any copy of records made available for inspection and copies furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of

the Contractor awarded the contract or performing the contract shall not be marked or obliterated.

- (e) The Contractor shall inform the body awarding the contract of the location of the records enumerated under Paragraph 4-03(a) including the street address, city and county, and shall, within five (5) working days, provide a notice of change of location and address.
- (f) In the event of noncompliance with the requirements of this Article, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Article. Should noncompliance still be evident after the 10-day period, the Contractor shall, as a penalty to the state or political subdivision on whose behalf the Contract is made or awarded, forfeit \$25.00 dollars for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with these Paragraphs 4-03(a) through 4-03(f) lies with the Contractor.
- (g) In conformance with State Bill 854 all contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) as of projects awarded on or after April 1, 2015 unless exempted by federal or state law.

4-04. Apprentices: Attention is directed to Sections 1777.5 and 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. To insure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, the Contractor (and subcontractors) should, where some question exists, contact the Division of Apprenticeship Standards prior to commencement of the work. Responsibility for compliance with this Section 4.04 lies with the Contractor. The City policy is to encourage the employment and training of apprentices on its construction contracts as may be permitted under local apprenticeship standards.

4-05. Working Hours. The Contractor shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. The Contractor shall, as a penalty of the City, forfeit \$25.00 for each worker employed in the execution of the contract by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than 1-1/2 times the basic rate of pay.

4-06. Workers' Compensation:

- (a) In accordance with the provisions of Section 1860 of the California Labor Code, the Contractor's attention is directed to the requirement that in accordance with the provisions of Section 3700 of the California Labor Code, every contractor will be required to secure the payment of compensation of his or her employees.
- (b) In accordance with the provisions of Section 1861 of the California Labor Code, each Contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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."

4-07. Prime Contractor Job Site Postings. Pursuant to Labor Code Section 1771.4, Contractor is required to post all job site notices prescribed by law or regulation. The contractor shall comply with all applicable provisions of section 16451 (d) of California Labor Code relating to the posting of job site notices prescribed by regulation.

4-08. Insurance Requirements for Contractors: BIDDER'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Contractor shall procure and maintain for the duration of this contract, including one year maintenance period, contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, the Contractor's agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

(a) Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office form number CG 00 01 (ED. 1/96) covering Commercial General Liability and name the City as additional insured.
2. Insurance Services Office form number CA 00 01 (Ed. 12/93) covering Automobile Liability, Code 1 "any auto."



3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance, and an endorsement for waiver of subrogation.

(b) Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$2,000,000 per accident.

(c) Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
  - a. The City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
  - b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its

officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

- c. The specific coverage obligations set forth in this Section 4-07 are minimums only, and the Contractor shall have the obligation to provide the minimum coverages stated in these Specifications or such greater or broader coverage, if available in the Contractor's policies.
- d. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- e. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

(e) Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

(f) Verification of Coverage

The Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City. Where by statute, the City's workers' compensation-related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require insurance policies, at any time.

(g) Subcontractors

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for **each subcontractor. All coverages for subcontractors shall be subject** to all of the requirements stated herein.

4-09. Department of Industrial Relations: **This Contract** will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations, pursuant to Labor Code section 1771.4 Attention is directed to Section 1725.5 of the California Labor Code. To insure compliance and complete understanding of the law regarding contractor registration the Contractor (and subcontractors) should, where some question exists, contact the Department of Industrial Relations prior to submission of bid. Responsibility for compliance with this Section lies with the Contractor and Subcontractors.

## SECTION 5. PROSECUTION AND PROGRESS

5-01. Removal, Relocation, or Protection of Existing Utilities: In accordance with the provisions of Section 4215 of the California Government Code, the Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the City or owner of the utility to provide for the removal or relocation of such utility facilities.

5-02. Preconstruction Conference: Following award of contract, submittal of executed contract, and approval of certificates of insurance and bonds, but before start of work, a preconstruction conference shall be held at a mutually agreed time and place. The conference shall be arranged by the City and attended by City representatives including the inspector, and the Contractor, Contractor's superintendent and major subcontractors. Contractor shall present at the conference the progress and submittal schedules, and progress payment format, and provide emergency phone numbers.

The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established.

***5-03. Beginning of Work: The Contractor shall be prepared to begin work within fifteen (15) calendar days after "Notice to Proceed".***

## SECTION 6. MEASUREMENT AND PAYMENT

6-01. Payments: Attention is directed to Section 9-1.16, "Partial Payments," and 9-1.17, "Payment After Acceptance," of the State Standard Specifications and these City General Provisions.

As of the 20th day of each month, requests for progress payment listing amount and value of work performed during that month may be submitted for review. Upon review and approval or adjustment by the Engineer, progress payment will be made, retaining five percent (5%) of the amount due. Requests submitted promptly as of the twentieth of the month will be paid normally by the tenth of the following month.

The Bidder's attention is directed to the provisions of Section 9 of the Standard Specifications and the following modification, all of which are applicable to this Contract:

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer shall, within five (5) days, make such inspection, and when the Engineer finds the work acceptable under the Contract and the Contract fully performed, the Engineer will recommend to the City Council (at the next following Council meeting) that the Contract be accepted and a "Notice of Completion" be prepared and recorded. The entire balance found to be due the Contractor, including the retained percentage, shall be paid to the Contractor by the City within fifteen (15) days after the expiration of thirty (30) days following the date of recordation of the Notice of Completion.

The Contractor shall supply with each progress payment request (with the exception of the first progress payment submittal) an email, fax or letter from each subcontractor stating: (a) the date that he/she has received his/her portion of the preceding payment; and (b) if the payment received was the total amount then due. Should the payment not include the total amount invoiced due to a dispute, the subcontractor shall include the details of such dispute in his/her letter with enough information for the City to verify that the provisions of Section 7108.5 of the CA Business and Professions Code have been met.

Before the final payment is due, the Contractor shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the work have been paid, except that in case of disputed indebtedness or liens, the Contractor may submit in lieu of evidence of payment, a surety bond satisfactory to the City guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by surety bond.

6-02. Substitution of Securities in Lieu of Retention: Pursuant to Section 22300 of the Public Contract Code, the Contractor may substitute securities for any money held by the City to insure performance of the contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City or federally-chartered banks as an escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to written agreement in accordance with the provisions of Section 22300. The City shall not certify that the contract has been completed until at least 35 days after filing by the City of a Notice of Completion. Securities shall be limited to those listed in Section 16430 of the California Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon by the Contractor and the City.

## SECTION 7. DISPUTE RESOLUTION

7-01. Claims. This Section applies to and provides the exclusive procedures for any Claim arising from or related to the Contract or performance of the Work.

(A) *Definition*. “Claim” means a separate demand by Contractor, submitted in writing by registered or certified mail with return receipt requested, for change in the Contract Time, including a time extension or relief from liquidated damages, or a change in the Contract Price, that has previously been submitted to City as a Change Order in accordance with the requirements of the Contract Documents, and which has been rejected or disputed by City, in whole or in part.

(B) *Limitations*. A Claim may only include the portion of a previously rejected demand that remains in dispute between Contractor and City. With the exception of any dispute regarding the amount of money actually paid to Contractor as Final Payment, Contractor is not entitled to submit a Claim demanding a change in the Contract Time or the Contract Price, which has not previously been submitted to City in full compliance with this Section, and subsequently rejected in whole or in part by City.

(C) *Scope of Section*. This Section is intended to provide the exclusive procedures for submission and resolution of Claims of any amount, and applies in addition to the provisions of Public Contract Code Section 9204 and Sections 20104 et seq., which are incorporated by reference herein.

(D) *No Work Delay*. Notwithstanding the submission of a Claim or any other dispute between the parties related to the Project or the Contract Documents, Contractor must perform the Work and may not delay or cease Work pending resolution of the Claim or other dispute, but must continue to diligently prosecute the performance and timely completion of the Work, including the Work pertaining to the Claim or other dispute.

7-02. Claims Submission. The following requirements apply to any Claim subject to this Section:

(A) *Substantiation*. The Claim must be submitted to City in writing, clearly identified as a “Claim” submitted pursuant to this Section 7, and must include all of the documents necessary to substantiate the Claim including the Change Order request that was rejected in whole or in part, and a copy of City’s written rejection that is in dispute. The Claim must clearly identify and describe the dispute, including relevant references to applicable portions of the Contract Documents, and a chronology of relevant events. Any Claim for additional payment must include a complete, itemized breakdown of all labor, materials, taxes, insurance, and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each claimed cost. Any Claim for an extension of time or delay costs must be substantiated with schedule analysis and narrative depicting and explaining claimed time impacts.

(B) *Claim Format.* A Claim must be submitted in the following format:

(1) General introduction, specifically identifying the submission as a “Claim” submitted under this Section 7.

(2) Relevant background information, including identification of the specific demand at issue, and the date of City's rejection of that demand.

(3) Detailed explanation of the issue(s) in dispute. For multiple issues, separately number and identify each issue and include the following for each separate issue:

(a) The background of the issue, including references to relevant provisions of the Contract Documents;

(b) A succinct statement of the matter in dispute, including Contractor’s position and the basis for that position;

(c) A chronology of relevant events;

(d) The identification and attachment of all supporting documents (see subsection (A), above, on Substantiation); and

(e) Use of a separate page for each issue.

(4) Summary of issues and damages.

(5) The following certification, executed by the Contractor’s authorized representative:

“The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Claim are true and correct. Contractor warrants that this Claim is comprehensive and complete as to the matters in dispute, and agrees that any costs, expenses, or delay claim not included herein are deemed waived. Contractor understands that submission of a Claim which has no basis in fact or which Contractor knows to be false may violate the False Claims Act (Government Code Section 12650 et seq.).”

(C) *Submission Deadlines.*

(1) A Claim must be submitted within 15 days of the date that City notified the Contractor in writing that a request for a change in the Contract Time or Contract Price has been rejected in whole or in part.

(2) With the exception of any dispute regarding the amount of Final Payment, any Claim must be filed on or before the date of Final Payment, or will be deemed waived.

(3) A Claim disputing the amount of Final Payment must be submitted within 15 days of the effective date of Final Payment.

(4) Strict compliance with these Claim submission deadlines is necessary to ensure that any dispute may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project. *Any Claim that is not submitted within the specified deadlines will be deemed waived by the Contractor.*

7-03. City's Response. City will respond within 45 days of receipt of the Claim with a written statement identifying which portion(s) of the Claim are disputed, unless the 45-day period is extended by mutual agreement of City and the Contractor or as otherwise allowed under Public Contract Code section 9204. However, if City determines that the Claim is not adequately documented, City may first request in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim that City may have against the Claim. If the Contractor fails to submit the additional documentation to City within 15 days of receipt of City's request, the Claim will be deemed waived.

(A) *Additional Information*. If additional information is thereafter required, it may be requested and provided upon mutual agreement of City and Contractor.

(B) *Non-Waiver*. Any failure by City to respond within the times specified above may not be construed as acceptance of the Claim in whole or in part, or as a waiver of any provision of these Contract Documents.

7-04. Meet and Confer. If the Contractor disputes City's written response, or City fails to respond within 45 days of receipt of the Claim with, the Contractor may notify City of the dispute in writing of the sent by registered or certified mail, return receipt requested, and demand an informal conference to meet and confer for settlement of the issues in dispute. If the Contractor fails to dispute City's response in writing within the specified time, the Contractor's Claim will be deemed waived.

(A) *Schedule Meet and Confer*. Upon receipt of the demand to meet and confer, City will schedule the meet and confer conference to be held within 30 days, or later if needed to ensure the mutual availability of each of the individuals that each party requires to represent its interests at the meet and confer conference.

(B) *Location for Meet and Confer*. The meet and confer conference will be scheduled at a location at or near City's principal office.

(C) *Written Statement After Meet and Confer*. Within ten working days after the meet and confer has concluded, City will issue a written statement identifying which portion(s) of the Claim remain in dispute, if any.

(D) *Submission to Mediation*. If the Claim or any portion remains in dispute following the meet and confer conference, within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in

dispute, the disputed portion(s) will be submitted for mediation, as set forth below.

7-05. Mediation and Government Code Claims.

(A) *Mediation.* Within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute following the meet and confer, City and Contractor will mutually agree to a mediator, as provided under Public Contract Code section 9204. Mediation will be scheduled to ensure the mutual availability of the selected mediator and all of the individuals that each party requires to represent its interests. The parties will share the costs of mediation equally, except costs incurred by each party for its representation by legal counsel or any other consultants.

(B) *Government Code Claims.*

(1) Timely presentment of a Government Code Claim is a condition precedent to filing any legal action based on or arising from the Contract.

(2) The time for filing a Government Code Claim will be tolled from the time the Contractor submits its written Claim until the time that Claim is denied in whole or in part at the conclusion of the meet and confer process, including any period of time used by the meet and confer process. However, if the Claim is submitted to mediation, the time for filing a Government Code Claim will be tolled until conclusion of the mediation, including any continuations, if the Claim is not fully resolved by mutual agreement of the parties during the mediation or any continuation of the mediation.

7-06. Tort Claims. This Section does not apply to tort claims and nothing in this Section is intended nor will be construed to change the time periods for filing tort-based Government Code Claims.

7-07. Arbitration. It is expressly agreed, under California Code of Civil Procedure Section 1296, that in any arbitration to resolve a dispute relating to this Contract, the arbitrator's award must be supported by law and substantial evidence.

7-08. Damages. The Contractor bears the burden of proving entitlement to and the amount of any claimed damages. The Contractor is not entitled to damages calculated on a total cost basis, but must prove actual damages. The Contractor is not entitled to recovery of any alleged home office overhead. The Eichleay Formula or similar formula may not be used for any recovery under the Contract. The Contractor is not entitled to consequential damages, including home office overhead or any form of overhead not directly incurred at the Worksite; lost profits; loss of productivity; lost opportunity to work on other projects; diminished bonding capacity; increased cost of financing for the Project; extended capital costs; non-availability of labor, material or equipment due to delays; or any other indirect loss arising from the Contract.



7-09. Multiple Claims. In the interest of efficiency, City, acting in its sole discretion, may elect to process multiple Claims concurrently, in which case the applicable procedures above will be based on the total amount of such Claims rather than the amount of each individual Claim. Any such election will not operate to change or waive any other requirements of this Section.

7-10. Other Disputes. The procedures in this Section 7 will apply to any and all disputes or legal actions, in addition to Claims, arising from or related to this Contract, unless and only to the extent that compliance with a procedural requirement is expressly and specifically waived by City.

# **ATTENTION BIDDERS:**

Your bid shall represent the cost of performing all Work described in the Contract Documents including:

Special Provisions and Project Plans,  
City Standard Specifications and Details,  
State Standard Specifications and Plans, and  
all Addenda and Change Orders.

## ***CITY STANDARD SPECIFICATIONS AND DETAILS (Approved November 2016)***

is a separate document that is available at the City of Pleasanton Engineering Department, Civic Center 200 Old Bernal Avenue (physical location) or P.O. Box 520 (mailing address) for a non-refundable cost of \$20.

Call (925) 931-5650 to request a copy of the *City Standard Specifications and Details*.

# SPECIAL PROVISIONS

(These Special Provisions are to be used in conjunction with the City Standard Specifications and Standard Details, and the State Standard Specifications and Standard Plans)

All work shall be constructed in accordance with the City of Pleasanton Standard Specifications and Details dated November 2016, and as augmented by these Special Provisions. The Sections noted are those in the Standard Specifications except for the new Section(s) added. Where conflict exists between these documents and existing conditions, request clarification from the Project Engineer.

## SECTION 1. GENERAL

### 1-06 Protection of Existing Utilities and Property

Add:

All irons and utility vaults belonging to PG&E, DSRSD and Comcast shall be adjusted to grade by each corresponding utility owner. The Contractor shall contact and coordinate adjustments (lower/raise) with the utility companies at no additional cost to the City. For this project, Zone 7 MH and Pacific Bell MH are authorized to be lower and adjusted to grade by Contractor and are included as part of this Contract.

### 1-09 Dust Control

Add:

City requires the use of recycle water where available (fill location within 2 miles of jobsite) for street sweepers on this project.

### 1-18 Working Hours

Add:

Working hours shall be restricted to 8:00 a.m. - 5:00 p.m., Monday to Friday, except for the following streets

-Dublin Canyon Rd: 9 a.m. – 4 p.m., Mon – Fri

-Touriga Drive: 9 a.m. – 5 p.m., Mon – Fri

-Dorman Road: 8 a.m. – 5 p.m., Mon – Fri, when school is not in session  
9 a.m. – 2 p.m., Mon – Fri when school in session  
8 a.m. – 5 p.m., Sat & Sun

-Bernal Avenue: 9 a.m. – 5 p.m., Mon – Fri for SB/WB direction  
8 a.m. – 4 p.m., Mon – Fri for EB/NB direction  
8 a.m. – 5 p.m., Sat & Sun

-Hopyard Road: 9 a.m. – 4 p.m., Mon – Fri  
8 p.m. – 6 a.m., Sun – Thursday for CIR & paving operation

This project requires day and nighttime working hours on Hopyard Road. The Contractor will be limited to performing work on only one shift. There shall not be day and nighttime work occurring on the same day unless approved by the Engineer. For nighttime work, Monday night times shall start on Sunday night at the allowed time.

See Section 2-01E Traffic Control Restrictions for additional impact to working hours.

#### 1-20 Permits and Licenses

Add:

Prior to the start of any work for this project, the Contractor shall apply and obtain a “no fee” encroachment permit from the City of Pleasanton’s Engineering Department at 200 Old Bernal, Pleasanton, CA 94566.

The Contractor shall also have a current City of Pleasanton business license in order to operate in the City of Pleasanton.

Full compensation for conforming to the provisions herein, including but not limited to the City Business License fee shall be considered as included in the contract prices paid for the various contract items of work and no separate payment shall be allowed therefor.

#### 1-36 Construction Equipment Staging

Contractor shall submit the Construction Equipment Staging Plans to the City for review and approval prior to the start of construction. The Specifications will include, at a minimum, the following requirements:

- All equipment and materials, while not actively engaged in construction activities, shall be either stored on property owned or leased by the Contractor or other property where the Contractor has been granted written permission to store such equipment and material prior to issue the Notice to Proceed for the project.
- The staging area shall be located on an existing, non-pervious surface.
- The staging area shall be included in the Contractor’s Stormwater Pollution Prevention Plan (SWPPP).
- The staging area shall not be located in an environmentally or culturally sensitive area and/or impact water resources.
- The staging area will not be located in a regulatory floodway or within the base of 100-year floodplain.
- The staging area will not affect access to properties or driveways
- All selected Construction Equipment Staging Areas shall comply with Best Management Practices (BMPs), Material Storage, Spill Prevention and Control, Vehicle/Equipment Cleaning, Fueling and maintenance, etc. as outlined in Section I-25, Storm Water Management and Discharge Control, of the City of Pleasanton Standard Specifications.

City’s Street Right-of-way will be considered for staging area as a last resort only after the possibility of obtaining permission from the above-mentioned properties has been considered and eliminated. In addition to the requirements mentioned above, the

following requirements shall be complied with if City's Street right-of-way is utilized as staging area:

- A clear pavement width of at least 22 feet shall be maintained at all time.
- A maximum width of 12 feet of street pavement (measured from curb face) may be utilized for material storage, manned, or unmanned equipment.
- No obstruction shall be placed within 15 feet of any fire hydrant or fire protection system. Access from the street to fire hydrants shall be maintained at all times.
- The staging area(s) shall not be located in front of residents' homes and should be placed on the side yards unless approved by Engineer. When located next to residential locations, the Contractor shall not congregate near the equipment, fuel or maintain equipment until the allowable working hours.
- The Contractor shall repair any damage caused by the use of the right-of-way to City Standards at the contractor's cost.

## **SECTION 2. TRAFFIC CONTROL**

### 2-01A Public Convenience and Safety

Add:

Upon completion of each day's work, the Contractor shall be responsible for leaving the work area free of hazards and shall provide all necessary temporary signs, warning devices and barricades at no additional cost to the city. Access is to be provided for all adjacent residences and businesses during construction hours.

### 2-01B Construction Area Traffic Control Devices

Add:

Eight (8) Changeable Message Sign (CMS) devices are required to complete this project. Six (6) CMS are required for Hopyard Road, and two (2) CMS for Bernal Avenue. The CMS shall be delivered and be in operation at least 7 days in advance of the work and shall be maintained in continuous operation until completion of the resurfacing operation. The Contractor shall modify the message on the CMS devices to reflect accurate and current construction messages. The City reserves the right to direct the Contractor to change the locations of the CMS devices at no additional cost to the City.

The Contractor shall be responsible for maintenance of any and all traffic control devices that are required by the Traffic Control Plan. The Contractor shall ensure that all devices are maintained in the proper location during holidays, overnight, and on weekends.

Should it become necessary to use city forces to maintain the traffic control devices, the Contractor will be billed at the overtime rate for two technicians and a vehicle, with a minimum of two hours per incident/call.

## 2-01D Traffic Control Plan

Add:

The Contractor shall provide a detailed traffic control plan for review and comment by the City Traffic Engineer. No work shall commence until the traffic control plan has been reviewed/commented on by the City Traffic Engineer. These plans shall be prepared by qualified professionals (Traffic Engineers, Civil Engineers, or by Traffic Control Specialists).

## 2-01E Traffic Control Restriction

Add:

### General

All traffic control shall be in conformance with the State of California Department of Transportation Standard Specifications dated July 2015. Your attention is directed to sec 7-1.03 Public Convenience; 7-1.04 Public Safety, Section 12, Temporary Traffic Control

All work within 500 feet of a school, when in session, shall be restricted between the bell schedules of the school as shown on the Pleasanton Unified School District website.

The Contractor is responsible for providing a smooth and efficient flow of traffic while maintaining safety through the roadway work zone. Intersection and driveway access shall be maintained for traffic with intermittent disruption.

The Contractor shall provide continuous access (ADA-compliant) through the work area by either installing advance directional/warning signs informing pedestrian of construction activities.

The contractor shall notify the Engineer/Traffic Engineering Division, 48 hours in advance of the actual lane closures of any lane closures which will restrict the number of traffic lanes available at the intersections of Hopyard Road and Stoneridge Drive, W Las Positas Blvd, or Valley Avenue so that traffic signal timing can be adjusted to better accommodate traffic flow.

### Hopyard Road (Area 1):

#### **Traffic Control for work between intersections of Gibraltar Drive to West Las Positas Blvd. and between West Las Positas Blvd. and Valley Avenue**

Between the hours of 7 a.m. to 9 a.m. and 4 p.m. and 6:30 p.m. a minimum of two traffic lanes shall be kept open to traffic for each direction (northbound and southbound) of traffic. The intersections of Hopyard Road with Gibraltar Drive, Clorox, Coronado Lane, Inglewood Drive, Arthur Drive, Parkside Drive, and Valley Trails Drive shall be maintained open to traffic.

Between the hours of 9 a.m. and 4 p.m. traffic may be reduced to a single lane subjected to approval of Traffic Engineer. The intersections of Hopyard Road with Gibraltar Drive, Clorox, Inglewood Drive, Coronado Lane, Inglewood Drive, Arthur Drive, Parkside Drive, and Valley Trails Drive may be closed provided reasonable access is available. Only one of the intersections of Author Drive/Valley Trails Drive and Parkside Drive/Valley Trails Drive may be closed at the same time. Appropriate detour signs shall be placed to direct traffic to the alternate access point.

Between the hours of 7 a.m. and 9:00 a.m. all traffic lanes within 1000 feet from Hopyard Road and West Las Positas intersection shall be kept open to traffic for all directions.

**Work within signalized arterial intersections**

In order to maintain reasonable traffic flows the CIR and paving operations within the intersections of Stoneridge Drive and West Las Positas will be required to be done as evening work after 8 p.m. and prior to 6 a.m. For the purpose of this contract the intersection shall be defined as all area within the projections of the crossing streets plus 200 feet north and south of the intersection with the exception of those lanes needed for detour as indicated below.

**Traffic control for the intersections of Stoneridge Drive, West Las Positas Blvd., and Valley Avenue**

Pavement grinding and other preparation work for paving shall not be done between the peak hours of 7 a.m. to 9 a.m. or 4 p.m. to 6:30 p.m. All existing lanes on Stoneridge Drive, West Las Positas, and on Valley Avenue shall be maintained open to traffic during these hours.

Between the hours of 9 a.m. and 4 p.m. Traffic on Stoneridge Drive, West Las Positas Boulevard, and on Valley Avenue may be intermittently interrupted for grinding and preparation work not to exceed five minutes. The Contractor shall provide uniformed flaggers to assist in traffic direction for any work in signalized intersections.

**Detour route for Stoneridge Drive intersection work.** Stoneridge Drive may be detoured for CIR operation and the placement of pavement between the hours of 8 p.m. and 6 a.m. by routing eastbound traffic north on Franklin Drive, east on Johnson Drive, east on Clorox Way, north on Hopyard Road, East on Gibraltar Drive, South on Chabot Drive to Stoneridge Drive. Westbound traffic on Stoneridge Drive will be detoured Northbound on Chabot Drive, westbound on Gibraltar Drive, southbound on Hopyard Road to Stoneridge Drive. A minimum of one lane in each direction shall be maintained open to traffic on Hopyard Road. With the exception of the southbound right turn lane other turning movements on Hopyard Road may be prohibited as required during the intersection paving.

**Detour route for W Las Positas Blvd intersection work.** W Las Positas Blvd may be detoured for CIR and the placement of pavement between the hours of 8 p.m. and 6 a.m. by routing eastbound traffic southbound on Hopyard Road to "U" turn at Arthur Drive/N Valley Trails Drive. Westbound traffic will be detoured northbound on Hopyard Road to westbound on Stoneridge Drive to southbound on Foothill Road.

**Detour route for Valley intersection work.** Valley Avenue may be detoured for CIR and the placement of pavement between the hours of 8 p.m. and 6 a.m. by routing eastbound traffic southbound on Hopyard Road to left turn at Black Avenue to north Santa Rita Road. Westbound traffic will be detoured northbound on Hopyard Road to "U" turn at South Valley Trail/Parkside Drive.

With the exception of the traffic lanes needed for detour routes, (eastbound on W Las Positas Blvd to southbound Hopyard Road, northbound right turn lane on Hopyard Road

to eastbound W Las Positas Blvd and westbound W Las Positas to northbound Hopyard Road, southbound right turn lane on Hopyard Road to westbound Valley, and right turn lane on eastbound Valley Avenue to southbound Hopyard Road) turning movements on Hopyard Road may be prohibited on Hopyard Road at W Las Positas Blvd as required during the intersection CIR and paving operation.

Bernal Avenue (Area 5):

Maintain one ten-foot (10ft) lane in each direction at all times. Where a 10ft lane in each direction cannot be maintained during construction, one lane of traffic shall be opened at all times with proper pilot car, flagmen and radiomen to assist the traffic during the one lane closure operation. The traffic control plan shall include the measures to control traffic coming off the side streets. Access to adjacent streets shall be maintained at all times.

**SECTION 8. ASPHALT CONCRETE, LIQUID ASPHALT, AND ASPHALTIC EMULSION**

8-03A.3 Paving Joint

Add:

Cold joint paving between longitudinal paving seams shall be reviewed and approved by the Engineer. The Contractor shall schedule the work accordingly so that the entire roadway width to be completely paved between these roadway sections daily/nightly. There are striping reconfigurations, and the existing striping may not reflect the proposed striping. The Contractor shall layout paving plan, so the longitudinal paving seam meets the proposed striping.

In event that a street requires cold joint paving (as approved by Engineer), the longitudinal joints shall be trimmed to a vertical face and to a neat line if the edges of the previous paved surface are, in the opinion of the Engineer, rolled and deformed in such condition that the quality of the completed joint (paving seam) will be affected.

Add:

8-06 Compensation Adjustment For Price Index Fluctuation

The provision of this section shall apply only to the following contract items

<u>Item No.</u>	<u>Item Description</u>
1.	Asphalt Concrete –HMA Type A
2.	Asphalt Concrete Leveling
3.	Pavement Repair
4.	Cold in Place Recycle Treatment

The compensation payable for paving asphalt used in asphalt concrete will be increased or decreased in conformance with the provisions of this section for paving asphalt price fluctuations exceeding 10 percent ((Iu/Ib) is greater than 1.10 or less than 0.90), which occur during performance of the work.

The adjustment in compensation will be determined in conformance with the following formula when the items of asphalt concrete, asphalt concrete leveling, pavement repairs are included in a progress payment:



- A. Total monthly adjustment = AQ
- B. For an increase in paving asphalt price index exceeding 10 percent:  

$$A = (((I_u/I_b - 1.10) \times (I_b) \times (1+T/100))$$
- C. For a decrease in paving asphalt price index exceeding 10 percent:
- D.  $A = ((I_u/I_b - 0.90) \times (I_b) \times (1+T/100))$  here:

A = Adjustment in dollars per ton of paving asphalt used to produce asphalt concrete rounded to the nearest \$0.01.

$I_u$  = The California Statewide Paving Asphalt Price Index which is in effect on the first business day of the month within the pay period in which the quantity subject to adjustment was included in the estimate.

$I_b$  = The California Statewide Paving Asphalt Price Index for the month in which the bid opening for the project occurred.

Q = Quantity in ton of paving asphalt that was used in producing the quantity of asphalt concrete or rubberized chip seal. As determined by the Engineer.

T = Sales and tax rate, express as percent, currently in effect in tax Jurisdiction where material is placed.

The quantity of paving asphalt used in asphalt concrete will be calculated by the Engineer using the percentage of asphalt binder determined by the Engineer multiplied by the tons of asphalt concrete shown on certified load weight slips. Quantities of asphalt concrete wasted or disposed of will not be included in any adjustment of compensation. The Contractor shall provide a weight slip, certified by a weigh master, for each load of asphalt concrete.

The adjustment in compensation will also be subject to the following:

- A. The compensation adjustments provided herein will be shown separately on progress payment estimates. The Contractor shall be liable to the City for decreased compensation adjustments and the City may deduct the amount thereof from moneys due or that may become due to the Contractor.
- B. In the event of an overrun of contract time, adjustment in compensation for paving asphalt included in estimates during the overrun period will be determined using the California Statewide Paving Asphalt Price Index in effect of the first business day of the month within the pay period in which the overrun began.

The California Statewide Paving Asphalt Price Index is determined each month on the first business day of the month by the State of California, Department of Transportation using the median of posted prices in effect as posted by Chevron, Mobil, and Unocal for the Buena Vista, Huntington Beach, Kern River, Long Beach, Midway Sunset, and Wilmington fields.

In the event that the companies discontinue posting their prices for a field, the City will determine index from the remaining posted prices. The City reserves the right to include in the index determinations of the posted prices of additional fields.

## **SECTION 9. HOT MIX ASPHALT PAVING**

### 9-01 General

Add:

8. Cold In-Place Recycle (CIR): Rehabilitate existing HMA pavement by processing existing pavement with bituminous and/or chemical additive without heating to produce a restored pavement layer. This work shall consist of milling the existing HMA pavement to the length, depth and width as shown on the plans, sizing the reclaimed asphalt pavement (RAP) material to an evenly graded aggregate, blending properly graded RAP with an emulsified asphalt recycle agent and other additives as required on the Contractor's Mix Design to produce recycled asphalt concrete, placing and compacting the processed recycled asphalt concrete material in accordance with the Plans and Specifications, and as directed by the Engineer.

9. Mill/Fill: Removal of existing asphalt concrete pavement by milling and repave.

Replace "pavement fabric" in entire Section 9 with "Paving Mat."

Prior to the start of work, Contractor shall submit to the Engineer for review and approval the following submittals:

- HMA and CIR JMF/Mix design and proposed QC plan
- Traffic Control Plans
- Schedule
- Good Neighbor Letter
- Contractor's safety program
- Debris Containment and Collection Program
- All materials to be used include paving mat, crack sealant, tack coat, traffic loop, striping paint/thermoplastic/markers, color cycle lane, concrete mix, water/monument/traffic box & cover, etc.
- Certificate of Compliance of all materials to be used.

## 9-02 Material

### Section 9-02B.5.2 Paving Mat

Replaced all paragraphs with:

“Paving mat must be nonwoven fiberglass and polyester material and shall comply to Section 96-1.02K, Paving mat, of the State Standard Specifications.

Asphalt binder for paving mat shall be Grade 64-10.”

## 9-03 Construction

### Sequence of Work

The contractor is required to submit a detailed construction schedule/staging plans to the Engineer for review and approval. The schedule/staging plans shall be prepared in order or sequence to minimize the impacts the traffic and the resident’s access & on street parking.

The contractor shall perform all work in the following sequence (if required):

- Lower utility iron (if required)
- Pavement cold planing/milling/wedge-cut/end conform grinding
- Cold In-Place Recycle process (if required)
- Base Repair (if required)
- Hot mix asphalt leveling (if required)
- Traffic detector loop
- Hot mix asphalt placement within 10 calendar days from the day grinding/CIR on each section
- Speed lump installation
- Raising irons
- Striping and signing

HMA overlay shall be placed within ten (10) calendar days, from the day lip of gutter or end conform grinding/wedge cutting started on each individual street. Speed lump shall be installed within 21 days, from the day HMA overlay started on street that require speed lump replacement. Penalty of \$700 per calendar day shall be assessed against the Contractor for each individual street after the above-mentioned ten, and twenty-one calendar day periods. The contractor shall schedule their work accordingly.

The contractor shall sweep and/or broom sidewalks, driveways, median islands, etc., of all aggregate that is generated daily, prior to each of their sweeping operations and shall review after sweeping operations all debris has been removed, at no additional cost to the satisfaction of the Engineer.

The contractor shall remove any oil marks/tracking from driveways, sidewalks, median islands, striping, etc., within 48 hours of occurring, at no additional cost, to the satisfaction of the Engineer.

Contractor shall take measures to reduce project track out on adjacent streets. No staging of trucks on side streets that are not scheduled for surface treatment except for haul route

streets. Contactor shall protect existing striping, concrete, pavers, etc. from track out oils. Contractor shall replace all damaged surfaces/stripping from track out markings at no cost to the owner.

The contractor shall remove no parking barricades/signage no later than the day of paving and within 24 hours after expiration of the signage. Barricades shall not be placed on private property, sidewalks or driveways blocking pedestrian and vehicular traffic unless approved by the Engineer.

The contractor shall remove all temporary stripping including 3M tape and 3M tabs immediately after permanent striping/marker has been placed.

There are other city projects that are or will be taking place during this project. These projects are: Curb and Gutter Removal/Replacement project, the Annual Slurry Sealing project, Hopyard Road/Owens Drive intersection Improvements, and Water PS Improvement at Hopyard & Stoneridge Drive. The Contractor shall coordinate and make reasonable adjustments to their schedule if necessary to minimize the conflicts and impacts for the same work area.

#### 9-03B.4 Full Depth HMA Repair

Add:

Areas of Full Depth HMA Repair (isolated pavement repair) will be identified and marked in the field by the Engineer. Length and width of isolated pavement repair area varies with a minimum width of 4 feet. The Contractor shall remove the top 4-to-6 inches of the existing pavement either by blade cutting, grinder, or jack hammering, compact the existing base materials, and replace with asphalt concrete Type A,  $\frac{3}{4}$  maximum, medium gradation unless noted otherwise on the plans. The relative compaction for this work shall be 95% minimum. HMA for isolated pavement repair areas shall be placed within five (5) hours after the removal of existing pavement or by the end of the day, whichever is less. For streets identified as mill/overlay, base repair will be identified and marked after cold plane/milling operation.

#### 9-03B.5.2 Grinding and Milling of HMA Pavement

Add:

The cold planing machine shall be capable of planing the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

Pavement planing shall consist of cold planing a continuous width of asphalt concrete pavement, to the limit shown or specified in the Contract. The depth of planing below gutter lips shall be equal to the specified thickness of hot mix asphalt overlay less 1/4 inch and shall slope smoothly at the specified cross slope to the street centerline or identified crown. The final cut shall result in a uniform surface conforming to the depth, width, shape and cross slope as shown on the Project Plans. The outside lines of the planed area shall be neat and uniform.

The cold-plane depth shown on the Project Plans are approximate and varies. The cold-plane depth is to be adjusted as necessary to provide a uniform surface and to provide a best fit to field conditions as directed by the Engineer. The Contractor shall be responsible for providing grade checking during the cold-plane operation.

At the end of each working day, there shall not be any elevation difference between the planed and un-planed pavement in the travel vehicle lanes. Any elevation differences that parallel the centerline of the street shall be sloped by either temporary asphalt concrete tapers or additional planing to produce a bevel within the planed pavement. The slope of either temporary asphalt concrete tapers or the bevel shall not be greater than one inch vertically and twelve inches horizontally. Elevation differences between the planed pavement and lips of gutters are not required to be sloped except at driveways or walkways.

Elevation differences perpendicular to the centerline of the street or between the planed street and cross streets shall be lessened with a temporary asphalt concrete taper.

When temporary asphalt concrete tapers are used, the asphalt concrete taper shall be commercial quality and can be spread and compacted by any method that produces a smooth riding surface. Warning signage shall be installed. Temporary asphalt concrete tapers and all loose material shall be completely removed before overlay operation.

Intermediate longitudinal joints shall have no larger differential than 1.75 inches before opening to traffic. Joints taller than 1.75 inches shall be ramped. All intersections and ADA ramps shall have temporary joints ramped to remove any differential

Contractor shall provide a means for temporary lane delineation, including centerline (yellow) and lane line (white), between the planing operations and roadway paving, as specified in Section 2-01A Public Convenience and Safety of these Specifications.

The Contractor shall remove and dispose of all existing paving fabric if encountered within the cold plane section and as direct by the Engineer at no additional cost to the City.

All utility irons within the area identified as mill/OL, mill/fill, and CIR/OL where specified on the plans or as directed by the Engineer shall be lower prior to cold plane or CIR operations. The iron to be protected and covered with temporary plates and cutback/asphalt. The use of asphalt only approved by Engineer. Upon the completion of paving operation, all irons are to be raised to match finished roadway grade.

#### 9-03B.5.3 Hot Mix Asphalt Leveling Course

Add:

Contractor shall coordinate with the Engineer to provide a minimum of 48- hour advance notice for mark out of leveling areas. It shall be assumed leveling will be marked out during mark out of the base repair areas or after completion of cold plane operation on streets identified as mill/OL unless scheduled otherwise.

Leveling course shall be placed with ½” HMA

HMA for leveling/profiling shall be installed by paver machine. Mechanical equipment other than a paver may be used for leveling an area less than 500-square feet.

### 9-03B.6.5 Adjusting Irons

All utility irons within the cold in-place recycle treatment and cold-plane limit shall be lowered prior to cold in-place recycle and cold plane operation. The iron is to be protected and covered with a temporary plate and cutback/asphalt. Upon the completion of paving operation, all iron is to be raised to match finished roadway grade.

### 9-03B.8 Pavement Crack Sealing

Add:

The Contractor shall seal all pavement cracks on streets that are scheduled for preventative maintenance (see Preventative Maintenance Schedule on sheets G-3 of the project plans) and as directed by the City Engineer. Crack sealing is **not required** on the following locations:

- Around the areas that received isolated pavement repair areas.

Crack seal contractor and prime contractor shall have field meeting with project inspector to review crack sealing procedures 24 hours prior to the start of any sealing operations. At the start of each day the sealing contractor shall notify inspector which streets the contractor will be working on. At the end of each working day, contractor shall submit the total weight of sealant material applied to the inspector.

### 9-03B.9 Cold In-Place Recycle

#### 9-03B.9.1 Contractor's Qualification

The Contractor is directly responsible for providing the cold-in-place recycling activities shall provide minimum qualifications for the Engineers approval prior to being awarded the project. The minimum qualifications shall include:

- At least two years of experience in providing cold in-place recycling services utilizing the method of recycling call for within these specifications.
- A list of five or more successful cold-in-place recycling projects, utilizing the method of recycling called for within this specification, with a list of references, including contact information.
- The resume of a cold foam expert with a minimum of two years of experience providing QA/QC services on cold-in-place recycling projects, utilizing the recycling method set forth within this specification. This individual shall be on-site full-time during recycling activities, oversee quality control duties throughout the project, and be responsible for submitting test results to the agency for acceptance. The cold foam expert shall also be available for project meetings throughout the project.

#### 9-03B.9.2 Mix Design

A minimum 30 days prior to starting the Cold-In-Place Recycling, the Contractor will take samples of the existing pavement, prepare, and submit a mix design for the Engineers approval. The mix design shall be prepared in a lab certified to perform the tests specified. The mix design shall be performed in accordance to the Wirtgen Cold Recycling Manual, ED 2010, or other method approved by the Engineer.

Minimum criteria used for acceptance of the proposed mix design will be:

Dry Indirect Tensile Strength	>250 kPa (37 psi)
Minimum Wet Strength	225 kPa (33 psi)

The design submittal must indicate the following information:

Cold-In-Place Recycling CIR equipment and method proposed

Grain Size Distribution Report

Bitumen Grade

Bitumen Content

Bitumen Source

Water Content

Cement or Lime

Content

Cement or Lime

Source

Cement or Lime Grade

Any other additives

Results of Mix Design indicating strength

Foaming parameters

Maximum Density per Cal 216

Bulk density of recommended oil content

Test results of the Mix Design

### 9-03B.8.3 Quality Control Plan

Provide a quality control plan (QCP) that describes the organization, responsible parties, and procedures you will use to:

1. Perform control quality activities required by the project specifications
2. Determine when corrective actions are needed (action limits)
3. Implement corrective actions

The QCP must contain copies of the forms that will be used to provide all required inspection records and sampling and testing results. The job mix formula information must also be on the form used to record and report the quality control measurements. The QCP must also demonstrate how the project will be divided into lots, and the approximate number of each test to be performed per lot to be in accordance with the testing requirements set for in the project specifications.

As part of the QCP the Contractor will provide a contingency plan that describes the corrective actions you will take in the event of equipment break down or material out of compliance.

#### 9-03B.9.4 Contingency Plan

The contingency plan must include any corrective actions including repairing and reopening the roadway to traffic using hot mix asphalt in compliance with the, "Hot Mix Asphalt," portion of the project or temporary bituminous surfacing in compliance with these special provisions.

Hot mix asphalt must:

1. Be hot mix asphalt (Type A)
2. Use 1/2-inch aggregate grading
3. Use asphalt binder grade PG 64-10

Temporary bituminous surfacing must:

1. Be commercial quality bituminous material
2. Contain aggregate using 1/2-inch HMA grading in compliance with Section 39-1.02E, "Aggregate," of the State Standard Specifications.
3. Use liquid asphalt SC-800 in compliance with Section 93, "Liquid Asphalts," of the State Standard Specifications.

The Contractor shall meet with the Project Engineer at least seven days before starting the cold-in-place recycling work to review the QCP and contingency plan.

#### 9-03B.9.5 QC Laboratory

Provide a Caltrans certified testing laboratory and personnel to perform quality control inspection, sampling and testing.

Provide the Engineer with unrestricted access to the laboratory, sampling and testing sites, and all information resulting from submitted mix designs and quality control inspection and testing activities. Proficiency of testing laboratories and sampling and testing personnel must be reviewed, qualified, and accredited by Caltrans Independent Assurance Program before starting cold-in-place recycling work.

Perform inspection, sampling and testing at a rate sufficient to ensure that cold-in-place recycling mixture, placement, compaction, and finishing complies with the specifications.

#### 39-03B.9.6 Production Quality Control (QC)

Divide the project into 3,000-square-yard lots as per the approved QCP. For each lot perform the following:

1. Determine the actual recycle depth at each end of the milling drum at least once every 500 feet along the cut length
2. Take and split a sample of the CIR mixture from directly behind the recycler as near as possible to the start of the lot. Sampling shall be in accordance with the approved QCP. A sample shall consist of a minimum of four, five-gallon buckets of processed material. Split the samples into two parts and label



the containers with location including stationing. Submit one split part to the Engineer and use one part for the Quality Control testing.

3. QC testing shall consist of the following for each lot processed:
  - Wet gradation of the coarse fraction (2-inch through #4 Sieve). Per CTM 202.
  - CTM 216 Compaction Curve. Under no circumstances shall a common composite be used.
  - A minimum of six briquettes for indirect tensile strength testing shall be produced from one sample. Three shall be used to determine an average dry indirect tensile strength and three shall be used to determine an average soaked indirect tensile strength. Briquettes samples shall be compacted and curing started within three hours from the time of sampling. All indirect tensile strength tests shall be performed in accordance with the Wirtgen Cold-In-Place Recycling Manual method A5.1, 2010 edition.
4. Determine in-place density and relative compaction of at least ten random locations per Cal 231(using direct transmission nuclear density gauge.). Use test results from the CTM 216 sampled from within the lot to determine the percent compaction. Additional testing is acceptable however, a minimum of ten tests per lot shall be recorded and submitted for the basis of acceptance.

For each day measure or calculate and record the following information:

1. Length, width, depth of cut and calculated weight in tons of material processed
2. Weight of recycling agent added in tons
3. Percentage of added recycling agent in the lot's CIR mixture by weight
4. Weight of recycling additive used in tons (if used)
5. Percentage of recycling additive in the lot's CIR mixture by weight (if used)
6. Ambient and compacted recycled pavement surface temperatures
7. Rate off of seal coat application

On the form used to record and report the quality control measurements, also show the project mix design information.

Make adjustments during CIR operations for optimum quality. If adjustments are made, document the reason for the change and identify on the daily quality control inspection records and sampling and test results.

The Contractor shall be responsible for the quality of construction and materials incorporated into the project. The Contractor's QC measures shall ensure that operational techniques and activities provide integral and finished material of acceptable quality.

Contractor sampling and testing shall be performed to control the processes and ensure material compliance with the requirements of the Contract.

The Contractor shall perform all Quality Control testing and sampling for the project. All QC sampling and testing shall be performed by technicians certified by the State

of California for that particular test method, where applicable, and all laboratory testing shall be performed by laboratories accredited by the Caltrans Independent Assurance Program for the applicable methods.

Contractor shall furnish copies of all test results to the Engineer or other authorized department representative within 48 hours of completing the test.

The Contact shall furnish a complete QC Final Report including all test results, as well as summary of findings. The final QC report shall be reviewed and approved prior to issuing payment.

#### 9-03B.9.7 Construction Method

CIR shall be to a depth as stated on the project plans within the lines and grades of the project plans and specifications or as directed by the Engineer.

Weather Limitations: CIR operations shall not be performed during wet conditions or if rain or cold conditions (less than 45°F) are imminent or predicted to exist. "Imminent or predicted" is defined as being forecasted within a 48-hour period on the National Weather Service Web Site <https://www.weather.gov/wrh> for the most representative and nearest location listed where recycling is to begin and end.

Recycling and placement operations shall not be performed unless the ambient temperature is a minimum of 45°F and unless the National Weather Service Web Site forecasts that the ambient temperature will be a minimum of 60°F within three hours after the start of placement operations and will remain above 60°F throughout the recycling operation until all initial compaction and protection efforts have been completed for that day's run.

Recycling operations shall be ceased if actual ambient temperatures drop below 60°F anytime after the initial three-hour window following start-up. In the event CIR operations are initiated and weather conditions deteriorate soon after, it is then a requirement that all traffic stay off the recycled mat until weather conditions improve (temperature rises and humidity drops) and the recycled section has "cured" sufficiently for secondary compaction to take place in accordance with the "Cure and Maintenance" requirements of these Specifications. The Contractor will be responsible for maintaining and protecting the recycled surface. Any recycled asphalt surfacing damaged by inclement weather shall be replaced by the Contractor at the Contractor's expense as directed by the Engineer.

All CIR mixing and placement operations shall be completed a minimum of two hours before sunset to allow for compaction and protection operations.

Milling, Sizing and Mixing - The recycling train shall be capable of milling and crushing the existing asphalt pavement. The equipment used for mixing the RAP with the emulsified recycling agent and any additives shall be capable of producing a homogeneous and uniformly coated recycled pavement mixture. The equipment used for placement of the recycled pavement mixture shall be capable of placement to the lines, grades, and requirements specified in these special provisions and shown on

the plans. The Contractor shall have available on the site of the work all equipment and materials to be used for recycling operations.

The pavement milling machine shall be self-propelled. The primary milling equipment shall have a minimum 12.5-foot cutter capable of removing the existing pavement to the depths shown in the plans. Milling equipment shall be equipped with automatic depth controls capable of maintaining the cutting depth to within ¼-inch of the desired depth, and shall have a positive means for controlling cross slope. The milling operation shall not disturb or damage the underlying material. The use of a heating device to soften the pavement will not be permitted. A smaller milling machine may be used to mill the shoulders and miscellaneous areas to accommodate the required grade shown in the plans prior to pulverizing to eliminate excessive off-hall of excess mixed material

The RAP shall be sized using crushing and screening equipment capable of producing reclaimed asphalt pavement to the size required. After the crushing and sizing, the recycled material shall be processed in a mixing unit capable of processing the sized RAP, emulsified recycling agent, water and any additives to a homogeneous mixture to produce recycled asphalt concrete. The mixing unit shall be equipped with a belt scale for the continuous weighing of the RAP and a coupled/interlocked computer-controlled liquid metering device. The mixing unit shall be an on-board completely self-contained counter rotating twin shaft pugmill appropriately rated by the manufacturer for the production levels used by the Contractor. The liquid metering device shall be capable of automatically adjusting the flow of emulsified recycling agent to compensate for any variation in the weight of the RAP introduced into the pugmill. Emulsified recycling agent shall be metered by weight of RAP using a mass flow, coriolis effect, type meter that will accurately measure the amount of emulsified recycling agent to within 0.5 percent of the amount required by the mix design or as adjusted in the field and approved by the Engineer. The recycle train shall have an independent source of water to properly disperse the emulsified recycling agent. Automatic digital readings shall be displayed for both the flow rate and total amount of RAP, emulsified recycling agent, and additives in appropriate units of weight and time.

The emulsified recycling agent, additives and water shall be incorporated into the graded RAP at the initial rate determined by the mix design and approved by the Engineer. Adjustments in the rate of emulsified recycling agent, additives and water shall be determined by the Qualified Technician and made as necessary based on the coating, compaction and breaking properties of the recycling emulsion. Sampling variations and mix design may determine the necessity of different levels of emulsified recycling agent and/or additives in various sections of the project.

During the CIR process, the Contractor shall furnish the following information to the Engineer on a daily basis:

- 1) Certified weight tickets of emulsion delivered to the project location.
- 2) A summary of quantity of CIR product manufactured each day.

When a paving fabric is encountered during the cold milling operation, the CIR

Contractor shall make the necessary changes in equipment or operations so that incorporation of the shredded fabric in the recycled material does not effect the performance parameters of the recycled asphalt concrete, or inhibit placing or compaction of the CIR pavement. No fabric piece incorporated into the recycled section shall have any dimension exceeding a length of two inches. The Contractor shall be required to remove and properly dispose of oversized pieces of paving fabric as directed by the Engineer. Similarly, loop wires, pavement markers, rubberized crack fill materials, thermoplastic marking materials, milled concrete, and other materials that may be incorporated into the RAP through the milling process shall be removed from the recycled material unless the Contractor can demonstrate that minor amounts of residual materials that remain will not compromise the integrity of the recycled asphalt.

Mixing and Spreading of Cement and Lime - Cement or lime slurry shall be produced at the jobsite as required by these specifications. The Contractor shall provide the Engineer with batch logs daily. Lime or cement slurry may be added directly to the pugmill or sprayed over the cutting teeth of the milling machine.

Portland cement or lime slurry storage and supply equipment shall have agitators or similar equipment to keep the cement or lime slurry in suspension when held in the slurry feed tank. Cement or lime slurry shall be kept in suspension during transport using agitator equipment.

Dry lime or cement shall be spread upon the existing asphalt concrete surface ahead of the recycling train. If lime or cement is spread ahead of the milling operation, the distance between the spreader and the recycling train shall be reduced appropriately during windy days. In no case shall additives be allowed to remain exposed at the end of the workday. Dust control measures shall be employed to minimize fugitive dust. No traffic other than the recycling equipment shall be allowed to pass over the spread additive until the recycling operation is complete

Paving/Placement – Recycled pavement shall be placed using a self-propelled track-paver having electronic grade and cross slope control for the screed. The equipment shall be of sufficient size and power (minimum 170 hp) to spread the recycled material in one continuous pass, without segregation, to the lines and grades established by the Engineer and according to Plans. Heating of the paver screed is not permitted. A pick-up machine shall be used for transferring the recycled material from a windrow to the receiving hopper of the paver, the pick-up machine shall be capable of removing and transferring the entire windrow of recycled mix in a single pass.

Handwork of CIR pavement shall be minimized and care shall be taken to prevent segregation. The wings of the paver shall be emptied regularly to prevent buildup and to minimize segregation.

Compaction - Compacting the recycled mix shall be completed using self-propelled rollers, complete with properly operating scrapers and water spray systems. Rollers of the vibratory-steel drum and pneumatic tired type shall be used. They shall be in good condition, capable of operating at slow speeds to avoid displacement of the mixture.

Compaction operations shall start no more than 15 minutes behind the paver, unless the ambient temperature is below 60° F. For each five degrees below 60° F another ten minutes can elapse before rolling begins, or at the direction of the Qualified Technician and/or Engineer. The number, weight and types of rollers shall be as necessary to obtain the required compaction. At a minimum the following rollers shall be used:

- At least one pneumatic roller with a minimum gross operating weight of not less than 25 tons. Tires on the pneumatic rollers shall be evenly inflated and matched in size and profile so as to maximize compactive effort.
- At least one double drum steel vibratory roller with a gross operating weight of not less than ten tons with a minimum drum diameter of at least 60 inches.

Rolling patterns shall be established in the field by the Contractor and verified by the Engineer to achieve a maximum density determined by nuclear density testing. A rolling pattern for compaction shall be determined such that no increase in density is shown on successive nuclear density tests (per ASTM D 2950) for any additional passes of the compaction equipment once the maximum density pattern has been identified (“break over point”). Nuclear density testing shall be repeated throughout the time compaction is being completed to continuously verify the compaction is achieving maximum density results by establishing a rolling vs. density chart that shows the progress of densification from initial breakdown compaction through maximum obtainable density at the break over point.

Care shall be taken not to over compact the mat. A Qualified Technician shall be on site and observing all compaction efforts, monitoring density gauge readings, and approving areas as they reach maximum density. The minimum rolling pattern shall be as follows:

- Two complete coverages with the double drum steel vibratory roller immediately after the recycled mix is placed. The first coverage shall be made without the vibratory unit turned on and the second with the vibratory unit operating.
- Two complete coverages with the pneumatic-tired roller shall be made after the initial passes of the steel roller.
- Final rolling, before cure, to eliminate pneumatic tire marks and to achieve maximum density shall be done by the double drum steel roller, either operating in a static or vibratory mode.

The recycled mat shall be continuously observed during compaction efforts. If moisture cracking occurs under the vibratory compaction mode, the vibrators shall be turned off and static rolling only applied. If moisture cracking of the mat continues under static steel rolling, steel drum compaction shall cease, the mat shall be allowed to cure for a time in order for some moisture to escape, and pneumatic rolling commenced, followed by steel rolling to iron out irregularities from the rubber-tired roller(s). This procedure shall be followed until there is no longer any displacement

of the mat observed by roller action on the recycled surface.

The selected rolling pattern shall be followed unless changes in the recycled mix or placement conditions occur and a new rolling pattern is established at that time. Any type of rolling that causes cracking, major displacement and/or any other type of pavement distress shall be discontinued until such time as the problem can be resolved. Discontinuation and commencement of rolling operations shall be at the discretion of the Engineer.

Extra care shall be taken to ensure that aggregate from the recycled mixture does not stick to the drums or wheels of the rollers. Water shall be uniformly applied to the wheels and drums, along with mechanical means to keep aggregate from sticking. Sufficient water shall be applied to keep rollers and tires clean, but not so much that water pools or ponds on the recycled surface.

Rollers shall not be started or stopped on un-compacted recycled material. Rolling patterns shall be established so that starting and stopping shall be on previously compacted material or the adjacent existing surfacing.

At the end of each CIR working day, there shall not be any elevation difference greater than 1.75" between the newly placed CIR pavement surface and existing pavement in the travel vehicle lanes. Any elevation differences that parallel the centerline of the street shall be sloped by either temporary asphalt concrete tapers or additional planing to produce a bevel to existing pavement surface. Elevation differences between the newly placed CIR pavement surface and lips of gutters are not required to be sloped except at driveways or walkways.

Elevation differences perpendicular to the centerline of the street or between the CIR street and cross streets shall be lessened with a temporary asphalt concrete taper.

When temporary asphalt concrete tapers are used, the asphalt concrete taper shall be commercial quality and can be spread and compacted by any method that produce a smooth riding surface. Temporary asphalt concrete tapers and all loose material shall be completely removed before overlay operation.

Warning signages for uneven pavement surface shall be placed at all intersections in all directions and at every 200 ft interval.

Cure and Maintenance – After the completion of compaction of the recycled material, no traffic, including that of the Contractor, shall be permitted on the recycled material for at least two hours. This may be reduced if sufficient care is established for traffic that will not initiate raveling. A fog seal of dilute (1:1) SS-1h emulsion, emulsified recycling agent or equivalent (0.08 to 0.12 gallon per square yard) shall be applied after initial compaction or after the secondary compaction, as outlined below, to all areas opened to significant traffic depending on curing of the CIR pavement. If necessary to prevent pickup of the fog seal, the recycled pavement surface shall be covered with sand at a rate of 1.0 to 2.0 pounds per square yard. Sand cover shall be spread by means of a self-propelled spreader equipped with a mechanical device that will spread the sand at a uniform rate over the CIR surface. The area treated

shall be capable of holding traffic at the end of each day's production without any deformation or damage to the surface. Excess sand shall be removed from the pavement surface by careful sweeping. Sand shall be free from clay or organic material. Fog sealing and/or sanding shall be initiated at the Engineer's direction.

After opening to traffic, the surface of the recycled pavement shall be maintained in a condition suitable for the safe movement of traffic. Before placing the final surfacing, the recycled surface shall remain in-place:

Secondary Compaction - Two complete coverages (minimum), after cure and before placing any AC overlay or other surface seal shall be conducted with the pneumatic and steel drum roller. A rolling pattern shall be reestablished to determine the maximum density of final rolling. Density of the recycled pavement shall be verified behind the secondary compaction by nuclear density gauge. A rolling pattern for the secondary compaction shall be determined such that no increase in density is shown on successive nuclear density tests (per ASTM D 2950) for any additional passes of the compaction equipment once the maximum density pattern has been identified. Nuclear density testing shall be repeated throughout the time secondary compaction is being completed to continuously verify that the secondary compaction is achieving maximum density results. Care shall be taken not to over compact the mat. A Qualified Technician shall be on site and observing all secondary compaction efforts, monitoring density gauge readings, and approving areas as they reach maximum density.

The Contractor shall protect and maintain the recycled surface from nuisance water, other deleterious substances, and/or any other damage. Any damage to the completed recycled material shall be repaired by the Contractor prior to the placement of new asphalt concrete or final surface sealing. Areas damaged shall be excavated to the depth directed by the Engineer and/or filled and compacted with new asphalt concrete. All loose particles that may develop on the pavement surface shall be removed prior to the final surface course. No direct payment will be made and costs shall be included elsewhere for protection and maintenance of the recycled asphalt concrete pavement.

Prior to any overlay with asphalt concrete, the recycled pavement should be carefully swept of all loose material to create a dry clean surface. A tack coat of SS-1h emulsion, emulsified recycling agent or equivalent (0.05 gallon per square yard minimum) shall be applied to all surface areas.

Smoothness – The finished surface and grade of the recycled material shall be checked regularly during placement using a level. The smoothness shall not vary more than ¼ inch from a ten-foot straight edge placed on the surface. The Contractor shall correct humps or depressions exceeding this tolerance. High points may be trimmed if approved by the Engineer in the field.

#### 9-03B.9.8 Acceptance

The project shall be divided into lots of 3,000 square yards, extending along the lane lines of the roadway. If one day's production will be less than 3,000 square yards that

day's production shall be a lot. If one day's production is one lot plus an additional amount greater than 1,000 square yards, the additional work shall be a separate lot. For additional amounts, less than 1,000 square yards the additional amount shall be rolled into the previous lot unless a distinct material change is noted, in which case a new lot shall be created.

Acceptance will be based on the following criteria:

- A. The average minimum Wet Indirect Tensile Strength of a lot shall be 225 kPa (33 psi).
- B. The average relative compaction of a lot shall be a minimum of 98 percent of the maximum wet density as measured by Cal 216. No single test shall be less than 96 percent relative compaction.

For lots outside of the acceptance criteria the Engineer determines a deduction for each test result outside the specifications using the reduced payment factors shown in the following tables:

**A- ITS Test Results**

<b><u>% of Minimum Wet Strength (225 kPa)</u></b>	<b><u>Pay Factor</u></b>
> 100%	100%
> 98%	98%
> 96%	96%
> 94%	94%
> 92%	92%
> 90%	90%
< 90%	Remove at Engineers Sole Discretion

**B- Compaction**

<b><u>% of Relative Compaction as Measured By Cal 216 Average Density Per Lot</u></b>	<b><u>Pay Factor</u></b>
> 98%	100%
> 97%	95%
> 96%	90%
> 95%	85%
> 94%	Remove at Engineers Sole Discretion

In the event a lot is subject to both pay factors, they will be cumulative. (I.E. An 90 percent pay factor for ITS and a 95 percent pay factor for Compaction equals a 86 percent cumulative pay factor.  $.90 \times .95 = .86$ )

In the event that the Contractor fails to perform the required tests listed above the, contractor shall not be compensated for lots process without the appropriate QC test



results.

In the case of discrepancy or contested laboratory results the recycled layer shall be cored for indirect tensile strength determination and in-situ density. The coring must be done once the layer has fully cured. Typically CIR layers are fully cured within 6 weeks of placement. However, actual cure time depends on the environmental conditions around the mat during curing. The actual cured state shall be verified coring, and subsequent moisture testing.

Coring shall not be performed as a method for payment in the event that the Contractor fails to perform the required quality control testing and inspections.

#### 9-03B.10 Mill/Fill

The Contractor shall remove existing asphalt concrete pavement by milling (cold plane) and repave the street to the depth and grade shown on the Plans. Contractor shall proof the compacted grade.

-Dana Court: Remove and replace existing pavement section of entire court with 4" thick of ¾" HMA base course and capped with 1.75" thick of ½" HMA at 2% cross slope. The works are measured under contract line item #1, 4, and 6, for Type A HMA, 4" thick pavement repair, and cold plane milling, respectively. Removal and placement of the 4-inch base course shall be completed at the same day. There shall be no open subgrade at the end of the shift. The ½" HMA finish course shall be followed within 10 calendar days.

-Barbara Court: Remove and replace existing pavement with 3" thick of ½" HMA at 2% cross slope. Pavement removal and placement of HMA shall be completed at the same day.

#### 9-04 Measurement

Add:

-The basis measurement for pavement cold planing shall be measured by square foot including area identified as mill/fill treatment.

-The basis of measurement for CIR pavement shall be measured by the square foot completed and accepted by the Engineer for the depths specified.

-The basis of measurement for lower existing iron within cold-in-place recycle and pavement cold-plane limit shall be measured by each.

#### 9-05 Payment

Add:

Cold-In-Place Pavement Recycling shall be paid for at the contract unit price per square foot adjusted by the pay factor. This amount shall be full compensation for all work necessary within the dimensions, depth and grade shown on the Plans or specified herein,

including but not limited to milling, pulverizing existing pavements, off haul of excessive materials, screening, mixing, blending, additional materials, stabilizing agent(s), mineral filler, water, grading, compaction, fog sealing, sanding, sweeping, mix design, sampling, testing and for all materials, labor, tools, equipment, hauling permits, mobilization, temporary lane edge taper/transitional treatment, and any incidentals necessary to complete the work.

## **SECTION 17. TRAFFIC STRIPES AND PAVEMENT MARKINGS**

Add:

### 17-02D Color Cycle Lanes

Color Cycle Lane (green bike lane pavement marking) shall be StreetBondCL Celtic Green or approved equals.

### 17-03 Construction

Add:

Color cycle lane coating application shall be placed per manufacture's guidelines & recommendations. Two coats minimum is required.

Color cycle pavement boxes adjacent to the Detail 39A striping should be in line with each Detail 39A dash. i.e., each box shall be 4 feet long, spaced 8 feet apart, and as wide as the bike lane.

Color cycle lane shall not be placed on existing concrete gutter.

### 17-04 Measurement

Add:

The basic measurement for ColorCycle lane shall be the actual area of asphalt pavement where Color Cycle Lane coating has been applied measured in square feet.

### 17-03 Payment

Add:

-The contract unit price for Color Cycle Lane shall include full compensation for provide all labor, material, tools, equipment and incidentals, and for doing all the work involved in coating of Color Cycle Lane to asphalt pavement, including traffic control, complete in place.

## **SECTION 23. MISCELLANEOUS**

### 23-01L Traffic Loops

#### General

Change Paragraph 9 of Section 7-1.08, "Public Convenience," of the State Standard Specifications to read, "Existing traffic signals and highway lighting shall be kept in operation for the benefit of the traveling public during progress of the work. The Contractor shall contact the Engineer 48 hours in advance of work which will cut or

damage any existing detector loop or lead-in wire. The owner will install appropriate timing in the traffic signal controller prior to approval for the Contractor to cut the existing loops."

All traffic loops shall be reinstalled, as shown on the plans, prior to placement of asphalt concrete overlay. Conductors shall not be pulled into conduits unless the Engineer is present to observe the operation. The ends of all conduits shall be sealed.

### Materials

#### Wiring and Installation

At least three (3) feet of slack shall be provided in each conductor in all other pull boxes.

Identification shall be by T&B Ty-Rap Cable Ties; No. TY553M, fastened to the conductors in such a manner that they will not move along the conductors. The flags on the Ty-Rap shall be marked with a Ty-Rap marking pen No. WT 163 M-1 (Black), or approved equal. Detector cables shall be labeled as appropriate.

#### Splice Insulation

Splice insulation shall conform to the details shown on the plans and use insulating method "B" shown in ES-13 of the Standard Specifications.

#### Detectors

Conductors for each inductive detector loop shall be continuous and un-spliced. Conductors for inductive loops shall be Type 2.

The ends of the tubing shall be sealed watertight at the time the wire is placed in the slots. A maximum of 1½ inches of tubing shall be removed at each splice.

#### Installation Details

Loop configuration shall be Type "A" and Type "D" as per ES-5B of Standard Plans. All the front loops shall be Type "D" and all other loops shall be Type "A." All 6 x 6 feet loops shall consist of four (4) turns per loop.

The Engineer will verify all loop and home run locations as marked in the field by the Contractor, prior to the Contractor cutting the loops or home runs.

The Contractor shall install all loops per Standard Plans or as otherwise specified in the project plans. If any iron (manhole, valve, monument, etc.) is located within two (2) feet of the planned location for detector loops and/or home runs, the Contractor shall contact the Engineer for an alternate location for the detector loop and/or home run prior to cutting any of the loops or home runs in the affected lane(s).

The Contractor shall test all individual loops prior to splicing. The Contractor shall test loop sensitivity with an approved lightweight motorcycle.

### Measurement

Traffic loops shall be measured by each unit loop completed in place, identified between loop configuration Type A or Type D.

### Payment

The contract price paid per each unit loop shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in furnishing and placing of traffic loops, complete and in place, and shall include the saw cutting of the pavement, installation of the necessary conductors, conduits, pull boxes, and loop handholes, as prescribed and shown on these plans and Special Provisions.

No adjustment of unit price shall be made for any increase or decrease in quantity required for loop installation by these Special Provisions and Project Plans, regardless of the reason for such increase or decrease. The Provision in Section 9-1.06B and 9-1.06C of the State Standard Specifications shall not apply.

### 23-01J Speed Lump

Speed lump shall be removed replaced with ½-inch HMA, where shown on the project plan. The speed lump template to be provided by the City. The speed lump shall be installed per “Speed Lump Diagram and Profile View” as shown on sheet G-4. Remove and replace of existing speed lump includes removal of existing speed lump, installation of speed lump, and striping. Existing sign/post for lump replacement to be remained.

Speed lump shall be measured by each complete unit of speed lump complete in place in according to the “Speed lump Diagram and Profile View” including removal of existing lump, striping and advance warning speed lumps marking detail.

### 23-01K 3333 Busch Road – Access Road Improvements

As part of this project, the existing access road for Police Shooting Range at 3333 Busch Road is included for improvements. The work includes but not limited to roadway excavation and grading to the depth shown on the plan, disposal of excavated material, placement of the surplus cold-in-place material generated from Hopyard Road CIR process, installation of temporary area drain, and placement of mulch.

Surplus C.I.R material that is going to be used for access road improvements can be temporary stockpile on frontage of 3333 Busch Road as shown on the plan. Mulch is provided by City which is located on-site at Public Work yard.

Access Road improvement shall be measured as a lump-sum.

The contract price for access road improvements as shown on project plan DWG No. BR-1 shall include full compensation for completing all the work involved including excavation, disposal of excavated material from existing access road, delivery and placement and compacting the surplus C.I.R material, furnishing and installation of temporary area drain, pipeline and necessary fittings, and placement of City’s provided mulch.

23-01L Ground asphalt concrete and CIR material – Stockpile

Ground asphalt concrete and C.I.R surplus material generate from cold-plane milling and C.I.R process can be delivery and stock pile at open field in Bernal Community Park which can be accessed on Bernal Avenue at Pleasanton Avenue. Stockpile area for ground asphalt concrete and CIR surplus material to be marked in field separately.

23-01M Good Neighbor Letter

Attached and made part of these special provisions are samples of "Good Neighbor" letters, informing the public of pending construction activity. These letters are required for distribution a minimum of 48-hours before the start of construction. The contractor is required to submit a draft letter to the City for review and approval at least ten (10) days in advance and prior to the start of any work. The Contractor will be required to send one of the two different versions of the letter, depending on the roadway treatment.

These letters are required and are in addition to the "No parking" signs required under section "2-01 E Traffic Control Restrictions." These letters are to be distributed to all entities, businesses or residents that are directly impacted when access to their property may be impeded and not restricted to the project's limit of work. The Contractor shall not be allowed to work on any roadways that have not been notified by the good neighbor letter(s). The Contractor shall schedule their work accordingly.

(SAMPLE LETTERS ON FOLLOWING PAGES)

**(Sample letter to be used for preventative maintenance portion)**

**REQUIRED GOOD NEIGHBOR LETTER (48 HR Notice)**

(on Contractor's Letterhead)

Date: \_\_\_/\_\_\_/\_\_\_

Contractor Name  
Street Address  
City, State, Zip code

Dear Resident:

**Re: Notice - Preventative Maintenance**

Your street will be receiving a surface maintenance treatment called slurry seal which comprises of 3/8” layer of asphalt and graded aggregates. The treatment will seal the surface of the roadway extending the life of the pavement. Prior to the placement of the slurry seal this fall preventative maintenance repairs of the road are to be completed. These repairs consist of removing small portions of the street around “bad” areas of pavement and repaving and crack sealing small cracks.

\_\_\_\_\_ has been awarded a construction contract with the City of Pleasanton Department of Engineering to perform preventative maintenance. Please be advised that the preventative maintenance work includes pavement repair and/or crack sealing, will begin at [(Time of Day: \_\_\_\_\_) on (Day of week: \_\_\_\_\_), (Date, \_\_\_/\_\_\_/\_\_\_)]. It is anticipated that this work will be completed by (Time of Day: \_\_\_\_\_) on (Day of week: \_\_\_\_\_), (Date, \_\_\_/\_\_\_/\_\_\_), weather permitting.

During this time period, you may have limited or no vehicle access to your driveway while work occurs in front of your home or residence. A-frame barricades will be placed at locations that parking will be restricted 48 hours before the start of work. Please do not park your vehicle on the street when scheduled for construction as posted on the barricade. Pedestrian access to all properties will be maintained during this period. It is recommended that garbage container(s) to be put out the night before your scheduled pick-up as it is going to be arranged for earlier morning pick-up.

Emergency vehicle access will be accommodated at all times. Your cooperation is greatly appreciated. If you have any questions, or special access needs, please call us at - \_\_\_\_\_ or City's Inspector, Mr. \_\_\_\_\_ directly at \_\_\_\_\_.

Sincerely,

\_\_\_\_\_  
Contractor Name

(Sample letter to be used for street resurfacing portion)

**REQUIRED GOOD NEIGHBOR LETTER (48 HR Notice)**

(on Contractor's Letterhead)

Date: \_\_\_/\_\_\_/\_\_\_

Contractor Name  
Street Address  
City, State, Zip code  
RE: Second Notice, City Project Name and CIP No. \_\_\_\_\_

Dear Resident:

**Re: Notice - Annual Street Resurfacing**

\_\_\_\_\_ has been awarded a construction contract with the City of Pleasanton Department of Engineering for roadway resurfacing.

Please be advised that heavy construction activity to repave on or near your street will begin at [(Time of Day: \_\_\_\_\_) on (Day of week: \_\_\_\_\_), (Date, \_\_\_/\_\_\_/\_\_\_)]. It is anticipated that this work will be completed by (Time of Day: \_\_\_\_\_) on (Day of week: \_\_\_\_\_), (Date, \_\_\_/\_\_\_/\_\_\_), weather permitting.

The construction activities consists of multiple operations, include but not limited to pavement repair, crack sealing, pavement grinding, placement of a new layer of asphalt concrete, utility box adjustment, placement of striping/pavement markers, etc.

You may have limited or no vehicle access to your driveway while work occurs in front of your home or residence. A-frame barricades will be placed at locations that parking will be restricted 48 hours before the start of work. Please do not park your vehicle on the street when scheduled for construction as posted on the barricade. Pedestrian access to all properties will be maintained during this period. It is recommended that garbage container(s) to be put out the night before your scheduled pick-up as it is going to be arranged for earlier morning pick-up.

During paving, your street will be closed to vehicle traffic. Typically, this work will occur between the hours of 8:00am and 5:00 p.m.- If you need access to your vehicle during this period, it is suggested that you park your vehicle on adjacent streets not under construction.

Emergency vehicle access will be accommodated at all times. Your cooperation is greatly appreciated. If you have any questions, or special access needs, please call us at - \_\_\_\_\_ or City's Inspector, Mr. \_\_\_\_\_ directly at \_\_\_\_\_.

Sincerely,

\_\_\_\_\_  
Contractor Name