



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

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

**Annual Slurry Seal Project
Project No. 24504**

Bid Opening Date –April 3, 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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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., **April 3, 2024**, for work as described in the Plans and Specifications entitled:

Annual Slurry Seal Project Project No. 24504

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

Please review the City website and/or bidnetdirect.com for addendum(s) prior to submission.

Scope of Work and Project Location

This work will consist of slurry sealing twenty-seven (27) city streets with latex-emulsified asphalt, utilizing Type II black aggregate. The project total includes approximately 560,000 square feet of asphalt pavement area. Work shall consist of furnishing all the labor, materials, equipment, and necessary services for performing a complete project as specified in the plans and specifications. Work will include placement of slurry seal; traffic control and construction area signage; providing and implementing stormwater pollution control plans; removing and replacing existing striping, pavement markers, pavement markings; sweeping, cleaning of the job site and other miscellaneous items.

Bidder shall note that although the City will execute a contract with the successful bidder, the Notice to Proceed will not be issued until after September 9, 2024. The base preparation work and crack sealing operation for this slurry seal project is being performed under another city project, Resurfacing of Various City Streets, and the start of this slurry seal work will begin after the successful completion of the base preparation and crack sealing from the resurfacing project.

The Engineer's cost estimate for the project is \$360,000.

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 Division 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 requires all parties interested in this bid opportunity to email the City and request 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 and scruz@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) 931-5644, or by email at scruz@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: 3/6/24

By: Jocelyn Kwong
Jocelyn Kwong, City Clerk

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BID PROPOSAL

Annual Slurry Seal Project Project No. 24504

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 SLURRY SEAL PROJECT, PROJECT NO. 24504**, 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.

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 **20** 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	560,000	SF	SLURRY SEAL AREA		
2	4	EA	"STOP" OR "YIELD" LEGEND		
3	2	EA	"35" LEGEND		
4	1,130	SF	GREEN BIKE LANE		
5	3	EA	BIKE LANE SYMBOL & ARROW LEGEND		
6	27	EA	FHM (FIRE HYDRANT MARKER)		
7	15	LF	TRAFFIC YIELD LINE		
8	1,137	LF	12" WHITE/ YELLOW		
9	460	LF	12" WHITE/ YELLOW X-WALK		
10	2,150	LF	DETAIL 12		
11	1,222	LF	DETAIL 22		
12	210	LF	DETAIL 25		
13	1,030	LF	DETAIL 29		
14	195	LF	DETAIL 37B		
15	790	LF	DETAIL 38		
16	200	LF	DETAIL 38A		
17	7,505	LF	DETAIL 39		
18	490	LF	DETAIL 39A		
19	19	EA	TYPE IV(L/R) ARROW		
20	3	EA	TYPE VI ARROW		
21	1	LS	COMPACTING WITH PNEAMATIC ROLLER		
22	1	LS	TRAFFIC CONTROL		
TOTAL				\$	

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 SLURRY SEAL PROJECT PROJECT NO. 24504

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
MASONS | <input type="checkbox"/> DRYWALL
FINISHER | <input type="checkbox"/> DRYWALL/LATHERS |
| <input type="checkbox"/> ELECTRICIANS | <input type="checkbox"/> ELEVATOR
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.

Plan Holder List

The City requires all Bidders to be on the project's plan holder list prior to submitting the Bid Proposal. Please see Notice to Bidders for instructions on how to request to be added to the plan holder list.

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 SLURRY SEAL PROJECT PROJECT NO. 24504

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 SLURRY SEAL PROJECT, PROJECT NO. 24504,**

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:
slurry sealing twenty-seven (27) city streets with latex-emulsified asphalt, utilizing Type II black aggregate. The project total includes approximately 560,000 square feet of asphalt pavement area. Work shall consist of furnishing all the labor, materials, equipment, and necessary services for performing a complete project as specified in the plans and specifications. Work will include placement of slurry seal; traffic control and construction area signage; providing and implementing stormwater pollution control plans; removing and replacing existing striping, pavement markers, pavement markings; sweeping, cleaning of the job site and other miscellaneous items.

Bidder shall note that although the City will execute a contract with the successful bidder, the slurry seal work will not begin until after September 9, 2024. The base preparation work and crack sealing operation for this slurry seal project is being performed under another city project, Resurfacing of Various City Streets, and the start of this slurry seal work will begin after the successful completion of the base preparation and crack sealing from the resurfacing project. The Notice to Proceed for the Annual Slurry Seal Project is anticipated to be issued on or after September 9, 2024.

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

- A. Approved Plans and Specifications entitled the **ANNUAL SLURRY SEAL PROJECT, PROJECT NO. 24504,** 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, Pleasanton's Unified School District, 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.

10. Counterparts and Electronic Signatures. This contract may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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 SLURRY SEAL PROJECT, PROJECT NO. 24504**, 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 SLURRY SEAL PROJECT, PROJECT NO. 24504**, 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 SLURRY SEAL PROJECT PROJECT NO. 24504

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 SLURRY SEAL PROJECT, PROJECT NO. 24504** 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.
- f. The Contractor's insurance shall include Pleasanton Unified School District as Additional Insured.

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 Division,
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.***

*The City Standard Specifications and Details can be viewed online at the
City's Web Page, <http://www.cityofpleasantonca.gov/>*

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

1-09 Dust Control

Add:

Recycled water shall be used for all construction except for slurry seal mix.

1-18 Working Hours

Replace the paragraph with all of the following:

For all roadways to be slurry sealed, the contractor's work shall be restricted to Monday through Friday, between 8 a.m. and 5 p.m. except as described under Section 2-01E, Traffic Control Restriction, of these Special Provisions and unless written authorization is received from the Engineer.

The Contractor shall schedule their work accordingly and suspend spreading operations 2.5 hours minimum before the end of allowable working hours as specified for each street, to ensure that all roadways can be opened to traffic by the end of the working hours allowed on all roadways. In the event that the curing time for the slurry seal material is being prolonged or extended due to the day's weather, the city reserves the right to suspend the spreading operations even before the above stated ending time with no additional payment to the contractor.

The base preparation work and crack sealing operation for this slurry seal project is being performed by another City project, Resurfacing of Various City Streets, and the start of this slurry seal work will begin after successful completion of base preparation and crack sealing from the resurfacing project.

Full compensation for conforming to the provisions herein, including but not limited to the delay start requirement, all of the provisions in Section 1, General, of the City standard specifications, etc., shall be considered included in the various other items of work and no separate payment shall be allowed therefor.

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 Department of Engineering, at 200 Old Bernal Ave, Pleasanton, CA.

SECTION 2. TRAFFIC CONTROL

2-01B Construction Area Traffic Control Devices

Add:

Two (2) Changeable Message Sign (CMS) devices are required to complete this project. Two (2) CMS are required for Dublin Canyon Road. 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.

Contractor shall post signage on A-Frame barricades on either end of all residential streets that are scheduled to be slurry seal. Advance “No Parking” A-Frame signs are required in Areas 9 and 10, signs shall be placed at least 7 days in advance of the work.

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 2 technicians and a vehicle, with a minimum of 2 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).

Where a 10 ft. 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.

2-01E Traffic Control Restriction

Add:

Work on Robin Court is impacted by school traffic. When school is in session as defined by the Pleasanton Unified School District calendar, work will be allowed Monday through Friday 9 a.m.-2:30 p.m. Pleasanton Unified School District will resume school on August 14, 2024, Contractor shall verified this date with the Pleasanton Unified School District.

Working hours on Dublin Canyon Road shall be restricted to 9 a.m-4 p.m., Mon-Fri; and 7:00am – 5:00pm Sat.

2-05 Payment

Add:

Full compensation for conforming to the provisions herein, including but not limited to conforming to all the requirements on the reviewed traffic control plans, all of the provisions in Section 2, Traffic Control, of the City standard specifications, etc., shall be considered included in the lump sum price paid for Traffic Control and no additional payment shall be allowed therefor.

SECTION 10. BITUMINOUS SEALS

Replace entire Section 10 with the following:

10-01 General

Bituminous seals for slurry seal shall conform to the provisions of Section 37, "Bituminous Seals," of the State Standard Specifications and to these City Standard Specifications.

Slurry seal shall consist of a mixture of polymer modified asphaltic emulsion, aggregate, mineral filler, water, and additive, proportioned, mixed, and uniformly spread on pavement surface.

Fifteen (15) working days prior to commencing any work, the Contractor shall submit a detailed proposed schedule of work for approval by the Engineer. Each proposed schedule of work submitted for review shall include a map clearly showing details of pulls and specific lanes for each street, by color coding, so that limits of work on a daily basis is clearly delineated. For any subsequent changes in the approved schedule of work, the contractor shall provide a new proposed schedule of work with a color-coded map for review and approval by the Engineer at least five (5) working days prior to the start of the work. The Contractor shall schedule the work so the walking distance from each individual street that is closed for resurfacing shall be no further than 1,000 foot to the nearest street suitable for on street parking. Map shall include the trash pick-up dates.

The Contractor shall be responsible for notifying business establishments, each resident, Livermore Amador Valley Transit Authority (LAVTA), Pleasanton Garbage Service, Pleasanton Post Office, Pleasanton Unified School District, and any other agencies identified by the City of Pleasanton 72 hours prior to the commencement of work. The Contractor shall be responsible to re-notify each of the above with regard to changes in schedule should they occur.

The Contractor shall coordinate with Pleasanton Garbage Service to ensure trash pickup will not occur within 48 hours after placement of slurry seal. Contractors shall include in their schedule the date of next trash pick-up for each street.

Requirements for using City water for bituminous seals projects shall be in accordance with Section 1-09, "Dust Control," of these City Standard Specifications.

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

- Slurry seal mix design
- Traffic Control Plans
- Schedule and color code map
- Good Neighbor Letter
- Equipment Certification/Verification
- Certificate of Compliance of all materials that utilized under mix design including aggregate, polymer modified asphaltic emulsion, micro-surfacing emulsion, mineral filler, and polymer latex.

10-02 Materials

10-02B Slurry Seal

10-02B.1 Aggregate

Aggregate shall be (Type II) 100 percent (100%) crushed with no rounded particles, volcanic in origin, and black in color, as supplied by George Reed, Table Mountain Plant, Sonora, CA, or equal. The use of gray or light-colored aggregate will not be allowed as a substitute for black aggregate. The material shall be free from vegetable matter and other deleterious substances. The percentage composition by weight of the aggregate shall conform to the following grading:

<u>Sieve Sizes</u>	<u>Type II</u>	<u>Stock Pile Tolerance (*)</u>
3/8"	100	-5%
No. 4	90-100	± 5%
No. 8	65-90	±/- 5%
No. 16	40-70	± 5%
No. 30	25-50	± 5%
No. 200	5-15	± 2%

()The job mix (target) gradation shall be within the gradation band. After target gradation has been submitted, the percentage passing each sieve shall not vary by more than the stockpile tolerance and still remain within the gradation band.*

The aggregate shall also conform to the following quality requirements:

Test	Test Method	Requirement
Sand equivalent (min)	California Test 217	65
Durability Index (min)	California Test 229	65

10-02B.2 Polymer Modified Asphaltic Emulsion

Polymer modified asphaltic emulsion must consist of polymer mixed with bituminous material uniformly emulsified with water and an emulsified or stabilizing agent.

Polymer modified asphaltic emulsion shall be Grade PMCQS-1h and must comply with the following requirements:

Test	Test Method	Requirement
Test on Emulsion:		
Saybolt Furol viscosity @25°C (Saybolt Furol seconds)	AASHTO T59	15-90
Seive test (%)	AASHTO T59	0 – 0.3
Storage stability after 1 day (%)	AASHTO T59	0-1
Residue by evaporation (min, %)	California Test 331	64
Particle Charge	AASHTO T59	Positive
Tests on residue:		
Penetration at 25°C	AASHTO T49	40-90
Ductility at 25°C (min, %)	AASHTO T51	400
Softening Point (min, °F)	ASTM D36	142
Torsion Recovery (min, %) or Polymer content (min,%)	California Test 332 California Test 401	20 4

10-02B.3 Mineral Filler

Mineral filler may be used to improve mixture consistency and to adjust mixture breaking and curing properties. The mineral filler shall be either Portland Cement or other approved mineral fillers meeting the ASTM D242 if required by mix design. Portland Cement, if used, shall be commercially available Type I-II and shall be free of lumps and clods.

10-02B.4 Water

Water shall be free of harmful, soluble salts and shall be of such quality that the asphalt shall not separate from the emulsion before the emulsion mix is in place in the work.

10-02B.5 Additive

Aluminum sulfate or mineral filler additive may be used to retard the set rate or accelerate the break rate of the slurry seal, respectively. Appropriate additives, and their applicable use range shall be clearly identified on the mix design.

10-02B.6 Polymer

Styrene Butadiene Rubber latex shall be added to the water/soap phase by injection prior to the mill manufacture of the emulsified asphalt by the emulsion producer. The latex shall be BASF NX 1118 or approved equal. The amount of latex shall be a minimum four percent (4%) of the asphalt residual content and shall be **certified by the emulsion producer on each load of emulsion delivered to the job site**. Failure to have the latex percentage listed on the delivery ticket with the certification will cause the load to be rejected. No post or field addition of Polymer Latex will be allowed.

<u>Test</u>	<u>Requirement</u>
Total solids, min, %	60
Bound styrene %	24 - 26
PH at 25° Celsius	4.2 - 5.2
Brookfield viscosity RVT	1000 - 4000
Residual Monomer %	0.08 max

End of Section

10-03 Construction

10-03B Slurry Seal

10-03B.1 Mix Design

The slurry seal must have the material proportion limits as follows:

Material	Proportion Limits
Residual asphalt	7.5 - 13.5% by dry weight aggregate
Mineral filler	0 - 3% by dry weight of aggregate
Polymer content	Minimum of 4% by weight of emulsion's residual asphalt
Additive	As needed
Water	As required to produce proper mix consistency

Contractor shall submit to the Engineer for approval complete laboratory report tests and proposed mix design covering the specific materials to be used on the project 10 days before placement of slurry seal. The mix design and laboratory testing shall be performed by a laboratory which has experience in designing slurry seal and dated within 30 days prior to the application of slurry seal. Compatibility of the aggregate, emulsion, mineral filler, polymer, water, and other additives shall be verified by the mix design. The percentage of each individual material required shall be shown in the signed laboratory report. The report shall also include quantitative moisture effects on the aggregate's unit weight determined under ASTM C29.

The testing and mix design shall be performed by a laboratory capable of performing the applicable International Slurry Seal Association (ISSA) Technical Bulletin (TB) tests. The proposed slurry seal shall conform to the requirements specified when tested in accordance with the following tests:

Test	Test Method	Requirement
Mix time @ 77° F (25°C)	TB 113	Controllable to 180 seconds Minimum
Slurry seal consistency (cm)	TB 106	2 - 3
Wet cohesion @30 minute (set) (min, kg-cm) @60 minute (traffic) (min, kg-cm)	TB 139	12 20
Wet Stripping (min., %)	TB114	Pass (90)
Wet track abrasion loss One hour soak (max, g/m2)	TB100	810
Excess Asphalt by LWT (max, g/m2)	TB109	540

10-03B.2 Proportioning

Polymer modified asphaltic emulsion shall be added at a rate within the range of 12 percent (12%) to 18 percent (18%) by weight of the dry aggregate. The exact rate will be determined by the Engineer based on the design asphalt binder content and the asphalt solid content of the asphaltic emulsion furnished.

A job mix design mix submitted by the Contractor for approval by the Engineer shall conform to the specification limits and shall be suitable for the traffic, climate conditions, curing conditions, and final use. This will include the recommended application rate of slurry to suit the job conditions. During construction if the mix design needs to be modified due to field condition, it shall be submitted and approved by the Engineer prior to placement of material.

Slurry seal shall be proportioned by the operation of a single start/stop switch or lever which automatically sequences the introduction of aggregate, polymer modified asphalt emulsion, additives, and water to the pugmill.

Calibrated sight flowmeters shall be provided to measure both the addition of water liquid admixtures to the pugmill.

Contractor may add water and/or additives per approved mix design allowances during construction to ensure proper workability and permit uncontrolled traffic on the slurry seal no more than three (3) hours after placement.

The slurry seal must not show bleeding, raveling, separation, or other distress within fifteen (15) days after placing the slurry seal.

10-03B.3 Mixing and Spreading Equipment

Slurry seal shall be mixed in a self-propelled mixing machine, equipped with a continuous flow pugmill, capable of accurately delivering and automatically proportioning the aggregate, polymer modified asphaltic emulsion, mineral filler, water, and admixtures to a double shafted, multi-blade pugmill mixer capable of minimum speeds of 200 revolutions per minute. Polymer modified asphaltic emulsion retention time in the pugmill shall be less than three (3) seconds. The mixing machine shall have sufficient storage capacity of aggregate, polymer modified asphaltic emulsion, mineral filler, and water to maintain an adequate supply to the proportioning controls. A minimum of two operational mixing machines of 12 cubic yard capacity or larger shall be maintained on the project site and operating in the same general vicinity (i.e., not across town).

The mixing machine shall be equipped with hydraulic controls for proportioning the material by volume to the mix. Each mixing unit shall be calibrated in the presence of the Engineer prior to the start of the project. Previous calibration documentation covering the exact material to be used may be acceptable, provided that no more than 60 days have lapsed.

The mixing machine shall be equipped with a water pressure system and nozzle type spray bars to provide water spray immediately ahead of the spreader box.

The mixing machine shall be equipped with an approved fines feeder that provides a uniform, positive, accurately metered, pre-determined amount of the mineral filler at the same time and location that the aggregate is fed.

The slurry seal shall be uniformly spread by means of a controlled spreader box conforming to the following requirements:

1. The spreader shall be capable of spreading a layer of slurry mixture the full width of the travel lane.
2. The spreader shall have strips of flexible belting or similar material on each side of the spreader box that is in contact with the pavement to prevent loss of slurry from the box.
3. The spreader box shall have baffles, or other suitable devices, to ensure uniform application on elevated sections and shoulder slopes.
4. The spreader box shall be maintained in such a manner as to prevent chatter, wash boarding, or other surface defects that will affect the aesthetic value of the finished mat.
5. The rear flexible strike-off blade shall maintain close contact with the pavement and shall be adjustable to the various crown shapes so as to apply a uniform slurry seal.
6. The spreader box must be equipped with flexible drag attached to the rear and changed if longitudinal scouring occurs.
7. The spreader box shall be clean and free of slurry seal or emulsion at the start of each work shift.

Slurry seal to be spread in areas inaccessible to a controlled spreader box may be spread by hand squeegees and other methods approved by the Engineer to provide complete and uniform coverage. Hand work shall exhibit the same finish as that applied by spreader box.

10-03B.4 Placing

Prior to commencing the slurry seal operations all vegetation growing in the roadway shall be removed. The surface shall be cleaned and debris in gutters removed.

Immediately before commencing the slurry seal operation, all utility within the slurry seal area shall be protected thoroughly by applying an appropriate cover/protection or by other methods acceptable to the Engineer. These cover/protection(s) shall be removed and the utility covers cleaned of any slurry material by the end of the same workday for each and every roadway.

The contractor shall protect existing striping from track out and being damaged to the satisfaction of the engineer. Any areas impacted by track out shall be cleaned within 48 hours. If the existing striping cannot be cleaned to the satisfaction of the Engineer the striping shall be replaced at no cost to the City.

Slurry seal shall be placed at the target rate of dry aggregate stone weight of fifteen (15) pounds per square yard with the acceptable tolerance of \pm two (2) pounds per square yard. The target rate may adjusted in the field by the Engineer within the range between fourteen (14) and sixteen (16) pound per square based upon the unit weight of the aggregate, the gradation of the aggregate, and the demand of the street surface.

Through traffic lanes shall be spread in full lane widths only. The contractor shall be responsible to make sure that all longitudinal joints for the slurry sealing work correspond only with the edges of the new proposed through traffic lanes. Longitudinal joints that are common to 2 traffic lanes shall be butt joints with an overlap not to exceed

three inches, unless approved otherwise by the Engineer. Ridges or bumps in the finished surface will not be permitted and shall be rejected.

Slurry seal for multilane roadways shall begin on the inside lane(s), allowing traffic to use the outside lanes for through movements then switching traffic to the inside lane for the final outside lane pull. Left turn movements will be prohibited as needed and appropriate detour signs, "Fresh Oil" signs, No U-turn signs and all necessary lane coning shall be shown on a submitted and reviewed traffic control plan.

A minimum of two (s) complete coverages with pneumatic tired rollers shall be made on the slurry seal coat within 24 hours after the placement of slurry seal. Pneumatic tired rollers shall conform to the equipment specified in Section 37-2.01C(2), "Equipment", of the State Standard Specifications.

Sanding for cross traffic is strictly limited and only allowed upon the approval by the Engineer. Only screened aggregate (no dust) shall be used for cross traffic sanding.

Pneumatic tire rolling is required for all roadways. Pneumatic-tired rollers shall be the oscillating type having a width of not less than 4 feet with pneumatic tires of equal size, diameter and having treads satisfactory to the Engineer. Wobble-wheel rollers will not be permitted. The tires shall be spaced so that the gaps between adjacent tires will be covered by the following tires. The tires shall be inflated to 90 psi, or a lower pressure as designated by the Engineer, and maintained so that the air pressure will not vary more than 5 psi from the designated pressure. Pneumatic-tired rollers shall be constructed so that the total weight of the roller can be varied to produce an operating weight per tire of not less than 2000 pounds. Pneumatic tire rolling with equipment ID shall be submitted as part of the submittal.

Special pavement sections with decorative pavers, colored concrete and/or concrete band, and bus turnouts exist within the project limits. It is understood that these special pavement/concrete sections are not to be slurry sealed and shall be protected to prevent tracking of slurry sealing material, including and up to the next intersection. The contractor is held fully responsible for ensuring that these special pavement/concrete sections are kept clean and free from traces of slurry sealing materials. Cleaning of any slurry sealing material that is outside the limit of work shall be the full responsibility of the contractor. This is not a measured item of work.

Slurry seal shall not be placed when weather conditions prolong opening to traffic beyond a reasonable time and under the following conditions:

- The atmospheric temperature is below 50° Fahrenheit (50°F) and falling but may be applied when both the air and pavement temperature is 45° Fahrenheit (45°F) or above and rising.
- The atmospheric temperature is above 100° Fahrenheit.
- The expected high atmospheric temperature within 24 hours after placement is below 60°F.

- The expected high atmospheric temperature within 24 hours after placement is above 100°F
- Rain is forecasted to occur prior to the ability of slurry to cure.

The surface shall be pre-wetted by fogging with a water mist directly preceding the spreader box as needed for field performance. The rate of application of the fog shall be adjusted during the day to suit temperatures, surface texture, humidity, and the dryness of the pavement with no apparent flowing water from the slurry distributor. The pre-wet fog shall not exceed the allowable pre-wet limit indicated in the approved mix design.

Immediately prior to slurry seal placement, the surface shall be thoroughly cleaned of all vegetation including but not limited to the weeds/growth between the asphalt concrete joint and the concrete gutter lip, loose materials, dirt, mud, and all other deleterious materials. All utility covers, monument boxes, valve covers and miscellaneous irons shall be neatly covered along the edge and protected in a manner which can be uncovered and cleaned to the satisfaction of the Engineer.

The slurry seal shall be a consistent mixture upon leaving the mixer. A sufficient amount of material shall be carried in all parts of the spreader at all times so that a complete coverage is obtained. No lumping, balling, or unmixed aggregate shall be permitted. No streaks such as those caused by oversized aggregate shall be left in the finished surface. If the streaking occurs, the slurry seal placement shall be stopped until the cause of the problem has been corrected.

Driveway aprons and returns shall be done concurrently with the street preparation. The joint between the edge of pavement and the concrete gutter shall be slurry sealed and overlap the lip of the gutter by a minimum of 3/4 inch (3/4") and a maximum of one inch (1"). The Contractor shall complete all uncovering and clean up operations of each street the same day after applying slurry seal on said street. All debris and slurry seal on concrete curb/gutter, driveway, and sidewalk shall be removed.

Construction joints shall be neat in appearance and shall be tapered or feathered to conform to the existing surfacing. All excess material shall be removed from surfaces upon completion of each run. The maximum difference between the pavement surface and the bottom edge of 12-foot straightedge placed perpendicular to the joint must be 0.04 foot for longitudinal joints and 0.03 foot for transverse joints.

The Contractor shall protect the newly placed slurry seal from damage until it has cured and will not adhere or be picked up by vehicle tires.

Finished slurry seal surface must be free of irregularities such as scratch or tear marks. Do not leave any marks that are over 1 inch wide or 6 inches long.

Early distress after placing the slurry seal such as bleeding, raveling, delaminating, rutting, surface scuffing, or wash-boarding shall be repaired. The defective area less than 100 square feet maybe repaired by hand. All other areas shall be repaired with spreader box. Other repair methods are subjected to the review and approval by the Engineer.

Repairs shall be performed in sufficient quality to provide a uniform and consistent appearance free from patch like patterns.

10-03B.5 Quality Control

Quality Control shall be in accordance with Section 1-13, "Quality Control," of these City Standard Specifications and as follows.

Traffic control shall be in accordance with Section 37-2 "Seal Coats," of the State Standard Specifications and Section 2, "Traffic Control," of these City Standard Specifications.

The Contractor shall provide the Engineer the following materials. Each sample shall be clearly labeled as to its contents.

1. One quart of asphalt emulsion from each delivered tanker.
2. Five-gallon bucket of aggregate per stockpile.

These samples will be randomly tested by an independent testing laboratory at the City's expense. Any additional testing the Contractor deems necessary shall be done at the Contractor's sole expense.

A representative samples of slurry seal may be taken directly from the slurry seal unit(s) for Consistency (ISSA TB 106) and residual asphalt content (ASTM D2172). These tests to be performed immediately after sample is taken and at the City's expenses.

The residual asphalt content of the slurry seal shall be within the acceptable tolerance of minus point six percent (-0.6%) to plus two percent (+2%) from the Engineer approved mix design, residual asphalt content.

When the test indicates that the residual asphalt content of the slurry mix is below the acceptable tolerance, the entire area shall receive an additional slurry seal at the Contractor's expense.

When the test indicates that the residual asphalt content of slurry mix is above the acceptable tolerance, a deduction of thirty percent (30%) shall be made from the bid amount paid per square feet for that area.

When the test indicates that the percentage of aggregate passing each sieve is outside stockpile tolerance specified, the slurry seal represented by such test shall be removed and replaced by Contractor's expenses.

The rate of slurry seal application shall be within acceptable tolerance of \pm two pounds (± 2)_per square yard from the Engineer approved target rate specified in Section 10-03B.4, "Placing," of these City Standard Specifications.

When the test for an area indicates that the rate of slurry seal application is less than the acceptable tolerance, the entire area shall receive an additional slurry seal at the Contractor's expense.

The Contractor shall check the stockpile moisture content and set the machine accordingly. Moisture content shall be checked a minimum of twice daily and shall be recorded/identified on the Contractor's daily report

At the end of each day's production, the Contractor shall send to the Engineer a report containing the following information:

1. Tons of dry aggregate consumed for each street.
2. Tons of asphalt emulsion consumed for each street including emulsion set rate.
3. Surface area covered that day including slurry seal application rate and additive used by each street.
4. Weigh Tags of each asphalt emulsion delivered to site including certificate of compliance.
5. Moisture content reading from aggregate stockpile.

This report shall be submitted no later than 10 a.m. the following workday.

10-03B.6 Sweeping

The first sweeping shall be performed when the slurry seal has cured and sweeping operation does not damage the slurry seal surface. Additional street sweeping shall be scheduled by the contractor at the end of the first and third week, from the completion of each run. The contractor shall also sweep/clean median islands, sidewalks and driveways from aggregates that is generated from the slurry sealing work, to the satisfaction of the Engineer. Sweeping shall be curb to curb and a blower may be used to remove build up under parked vehicles.

It shall be the responsibility of the contractor to notify the residents of each street sweeping operations by installing barricades at each intersection and at 250-foot intervals with signage that lists date and time window of upcoming sweeping schedule. Signs shall be placed 72 hours in advance of the sweeping operation. If contractor utilizes No-Parking for sweeping operations, contractor shall submit a map of the streets to ensure on street public parking is available within 1,000 feet.

The contractor shall utilize street sweeping machines that are capable of picking up loose aggregates. At a minimum, the sweeping machine shall utilize the true regenerative air system with steel bristles. Street sweeping machine shall be submitted as part of submittal for approval by the Engineer prior to the actual sweeping operation.

The City reserves the right to halt sweeping operation and direct contractor to redo the sweeping at no additional cost to the City if the sweeping operations is not to the satisfaction of the Engineer.

10-04 Measurement

Slurry seal shall be measured by the square foot for the actual surface area covered.

Pneumatic-tire rolling as required for slurry seal shall be measured as lump sum. Street sweeping is not a measured item of work.

10-05 Payment

The contract price for slurry seal shall include full compensation for furnishing all labor, material, tools, equipment, incidentals, and for all work involved in slurry sealing, as specified in these Special Provisions and as directed by the Engineer.

No adjustments of the unit price shall be made for any increase or decrease in the quantity required by these Special Provisions and Project Plans, regardless of the reason for such increase or decrease. The Provision in Section 9-1.06B, "Increases of More than 25 Percent" and Section 9-1.06C "Decreases of More Than 25 Percent" of the State Standard Specifications shall not apply.

Add:

Compensation Adjustment For Price Index Fluctuation

Oil price adjustment shall be made for any increases or decreases in statewide crude oil price index pricing over or under 10%.

The compensation payable for asphalt used in asphalt emulsion will be increased or decreased in conformance with the provisions of this section for 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:
$$A = (((Iu/Ib - 1.10) \times (Ib) \times (1+T/100))$$
- C. For a decrease in paving asphalt price index exceeding 10 percent:
- D. $A = ((Iu/Ib - 0.90) \times (Ib) \times (1+T/100))$ here:

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

Iu = 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.

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

Q = Quantity in ton of asphalt that was used in producing the quantity of asphalt emulsion. As determined by the Engineer per 2022 Caltrans Standard Specifications section 9-1.07B(7).

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

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.

17-03 Construction

Add:

Temporary stripping shall be removed at the same time permanent stripping is placed. A penalty of \$250 per calendar day will be issued for each day temporary stripping is not removed.

Permanent stripping and markings shall be completed between ten (10) and twenty-one (21) calendared days after placement of slurry seal.

Color cycle lane coating application shall be placed per manufacture's guidelines & recommendations. Two coats minimum is required. Color cycle lane shall be submitted as part of submittal for approval prior to application.

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 four inches long, spaced eight inches 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 color cycle lane shall be actual area of asphalt pavement where Color Cycle Lane coating has been applied measured in square feet.

17-05 Payment

Add:

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

SECTION 23. MISCELLANEOUS

Add:

23-01 E Good Neighbor Letters

Attached and made part of these special provisions are samples of “Good Neighbor Letters” informing the public of all forthcoming construction activities that may affect them. The contractor is required to submit a draft version of these letters to the City for review and approval, at least 14 days in advance and prior to start of any work. The contractor shall provide a copy of the final version to the City, 5 days prior to the start of any work. One of the letter is required to be distributed a minimum of 72 hours in advance to all entities, businesses, Pleasanton Unified School District and all residents when access to their property may be impeded, which may actually be beyond the project’s limit of work. This letter is required and is in addition to the “No Parking” signs required under Section 2-01 E, “Traffic Control Restrictions,” of the City Standard Specifications.

In addition to the required street sweeping for this project, the City has a monthly street sweeping scheduled for all of the city streets. Attached at the back of this specification is the street sweeping schedule for the roadways included in this project. The contractor is required to include this street sweeping schedule when sending out the "Good Neighbor Letter" to the affected streets.

Compliance to this section is not a measured item of work and full compensation shall be considered included in the various contract items of work and no additional compensation shall be allowed.

(SAMPLE LETTERS ON FOLLOWING PAGES)

REQUIRED GOOD NEIGHBOR LETTER (72 HRS Notice)
On Contractor's Letterhead

Date: ___/___/___

RE: City Project Name and CIP No. _____

Dear Resident:

Please be advised that construction activity to slurry seal 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.

During this time period, your street will be closed to vehicular traffic. Typically, our work occurs between the hours of 8:00 a.m. and 5:00 p.m. If you need access to your vehicle during this period, it is suggested that you park your vehicle on an adjacent street not affected by construction activity, prior to the start of work. Pedestrian access to all properties will be maintained at all times.

Please be advised that we have already contacted and coordinated this work with the Pleasanton Post Office and the Pleasanton Garbage Service. Your postal deliveries will be maintained as usual. Garbage is collected on the same day of your garbage collection schedule, however, it is typically earlier than the regular collection time.

It is normal to have small rocks shedding within weeks after the slurry sealing operation. As the contractor, we are required to sweep your street one week and three weeks after the slurry seal work has been completed. We will be installing barricades at the beginning of your street 72 hours prior to the start of our street sweeping operation. We will need your cooperation by parking off the pavement and removing all roadway obstructions.

If you have any questions or special circumstances for access, please feel free to contact Mr./Ms. _____ who is our construction superintendent on this project at ___ - _____. Also, you may contact the City's Inspector (Inspector assigned to project: Mr./Ms. _____ directly at 925-___-___).

Sincerely,

Contractor Name