

CITY OF SAN LEANDRO  
STATE OF CALIFORNIA

## CONTRACT BOOK

Proposal  
Notice to Bidders  
Agreement  
Special Provisions

FOR  
**ANNUAL STREET SEALING 2015-16**

FOR USE WITH:

THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, THE 2006 EDITION AND 2008 SUPPLEMENT THERETO, AMERICAN PUBLIC WORKS ASSOCIATION, SOUTHERN CALIFORNIA CHAPTER; AND SECTIONS 82, 84, AND 85 OF THE 2010 EDITION OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD SPECIFICATIONS; THE STATE DEPARTMENT OF INDUSTRIAL RELATIONS GENERAL PREVAILING WAGE RATES; AND THE STATE DEPARTMENT OF TRANSPORTATION LABOR SURCHARGE AND EQUIPMENT RENTAL RATES.

**PROJECT NO. 2016.0070**  
**BID NO. 15-16.013**

Engineering and Transportation Department  
835 East 14th Street  
San Leandro, CA 94577  
Telephone: (510) 577-3428  
Fax: (510) 577-3294

PROJECT ENGINEER: **John O'Driscoll, P.E.**



Nick Thom, P.E., City Engineer  
R.C.E. 54659 Expires 12/31/2017.



**BID OPENING:**

**3:00 P.M., Thursday, May 24, 2016**

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# PROPOSAL FORM TO THE CITY OF SAN LEANDRO

## Proposal Requirements

1. All bidders shall complete the "Proposal to the City of San Leandro" form contained in this Contract Book. The form consist of the following parts;

Proposal To The City Of San Leandro

Contract Price Schedule

List Of Subcontractors

City of San Leandro Local Business Inclusion Ordinance

Local Business Preference (Prime Contractor)

Good Faith Effort Local Business Participation Goal Outreach Certification

Addenda Acknowledgment And Information

Principal Persons With Interest In Proposal

Experience And Financial Responsibility

Eligibility Contract Statement

Bidder Questionnaire

National Labor Relations Board Statement

Non-Collusion Affidavit

Debarment And Suspension Certification

Public Contract Code Chapter 2.7 Iran Contracting Act of 2010

Business License Application

Bid Bond

This completed proposal form shall be submitted in its entirety, presented under sealed cover, shall be accompanied by a bidder's bond executed by an admitted surety insurer, naming the City of San Leandro as beneficiary.

2. The form of Bidder's Bond to be used in included with the proposal form. The bidder's bond shall be at least 10% of the bid amount. As an alternative to the Bidder's Bond, cash, cashier's check, or certified check payable to the City and in an amount equal to at least 10% of the bid amount may be used.

3. A statement of Experience and Financial Responsibility shall accompany the proposal. A form for this statement can be found as part of the Proposal to the City of San Leandro, which follows these proposal requirements.
4. If bidder is:
  - A. An individual doing business in his or her own name; sign name only.
  - B. An individual using a firm name; sign name as an individual D.B.A. (doing business as). For example: "John Doe, an individual doing business as XYZ Company".
  - C. A co-partnership; sign name with title as in this example: "XYZ Co., by John Doe, Copartner." Also, provide the names of all individuals.
  - D. A corporation; sign name with title as in this example: "XYZ Co., by John Doe, President". Also, state legal name of corporation, names of the president, secretary, treasurer, and manager of the corporation. Affix seal of corporation.
4. The business address of the bidder must be filled in completely on the proposal, giving the address of the firm in the case of a partnership or a corporation, not the address of the partner or official signing this proposal.
5. The spaces provided on the proposal for State of California Contractor's License Number and classification must be filled in completely.
6. To assure recognition, write the words "Proposal, etc." plainly on the envelope.
7. The bidder must provide evidence of a current City of San Leandro Business License or a copy of the application for such as part of this proposal.

# PROPOSAL TO THE CITY OF SAN LEANDRO

CITY OF SAN LEANDRO  
STATE OF CALIFORNIA

FOR

## ANNUAL STREET SEALING 2015-16

### PROJECT NO. 2016.0070

NAME OF BIDDER: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

LICENSE NO.: \_\_\_\_\_ CLASS: \_\_\_\_\_ EXP. DATE: \_\_\_\_\_

TELEPHONE NO.: (     ) \_\_\_\_\_ FAX NO.: (     ) \_\_\_\_\_

EMAIL: \_\_\_\_\_

The work for which this proposal is submitted is for construction in accordance with the Contract Documents, including the Special Provisions of the Agreement, the project plans described below, and the Standard Specifications for Public Works Construction, 2006 edition and 2008 supplement thereto, adopted by the American Public Works Association, Southern California Chapter, and Sections 82, 84, and 85 of the 2010 edition of the California Department of Transportation (CALTRANS) Standard Specifications and the Special Provisions (Technical Specifications) and Standard Plans thereto adopted by the City Engineer. The Contract Book shall be used in conjunction with the above documents, and the State of California Department of Transportation Labor Surcharge and Equipment Rental Rates, and the State Department of Industrial Relations General Prevailing Wage Rates current at the bid opening date.

The project plans for the work to be done are included in the contract book entitled “**Annual Street Sealing 2015-16 Project**”. Construction Documents were approved by the **City Engineer on April 19, 2016**.

The work to be done consists of: **applying asphalt rubber chip seal, slurry seal and microsurfacing on City streets**; and doing all appurtenant work in place and ready for use, all as shown on the plans and described in the specifications with the title indicated in the above paragraph, and on file in the office of the Engineer. Reference to said plans and specifications is hereby made for further particulars.

A bidder’s security, in an amount and of a form described under Paragraph 1 of the Proposal Requirements section of these provisions shall accompany this proposal.

The attention of all bidders is directed to Sections 2-1 of the Special Provisions for the basis of award.

The bidder shall set forth for each item of work a unit price and a total price for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total Price" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of conflict between an item price in words and the price in figures, the price in words shall prevail. In case of discrepancy between an item price and the total set forth for a unit basis item, the item price shall prevail. However, if the amount set forth as an item price is ambiguous, illegible, or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total Price" column, then the amount set forth in the "Total Price" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price. "Total Bid" shall be the total sum of the "Total Price" column as corrected.

The successful bidder must submit a signed agreement, all required bonds, and proof of insurance within 12 working days after the bidder has received notice from the City that the contract has been awarded. If the successful bidder fails to do so, the City may, at its option, determine that the bidder has abandoned the contract, and the bidder's bid security will be forfeit. The City may then award the contract to the next qualified bidder.

The undersigned, as bidder, declares as follows:

1. The only persons or parties interested in this proposal as principals are those named herein;
2. This proposal is made without collusion with any other person, firm or corporation;
3. We have carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and
4. We propose and agree, if this Proposal is accepted, that we will contract with the City of San Leandro in the form of the copy of the contract annexed hereto;
5. We will provide all necessary machinery, tools, apparatus and other means of construction;
6. We will do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth; and
7. This bid sufficient to allow us to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided; and
8. We will take in full payment therefore in the amounts shown on the following Contract Price Schedule, as follows:

## CONTRACT PRICE SCHEDULE

### BASE BID

Item No.	Description	Estimated Quantity (A)	Unit of Measure	Item UNIT Price (in Words)	Item UNIT Price (in Figures) (B)	TOTAL PRICE (in Figures) (AxB)
1.	Mobilization, Staging & Stockpiling per Sections 7-8.4 & 9-3.4	1	LS	_____		
2.	Traffic Control And Construction Signs per Section 315	1	LS	_____		
3.	Distressed Pavement Repair (Dig Outs) per Section 302-3	620	TN	_____		
4.	Remove & Replace Existing Thermoplastic Stripes, Pavement Markings and Markers per Sections 310 & 312	1	LS	_____		
5.	Microsurfacing (Final Quantity) per Section 302-14	3,368	SY	_____		
6.	Asphalt Rubber Chip Seal (Final Quantity) per Section 302-10	57,967	SY	_____		
7.	Emulsion Aggregate Slurry (Final Quantity) per Section 302-4	98,696	SY	_____		
8.	Adjust Sanitary Sewer or Storm Water Manhole Frame and Cover to Grade per Section 301-1.6	8	EA	_____		
9.	Adjust Survey Monument or Sanitary Sewer Lamphole Frame and Cover to Grade per Section 301-1.6	8	EA	_____		
10.	Remove and Reinstall Speed Cushions per Section 312-5	3	EA	_____		
11.	Paint Concrete Curbs per Section 310	650	LF	_____		

**TOTAL BASE BID:** \_\_\_\_\_  
(In Words)

**TOTAL BASE BID:** \_\_\_\_\_  
(In Figures)

**ADDITIVE BID A**

Item No.	Description	Estimated Quantity (A)	Unit of Measure	Item UNIT Price (in Words)	Item UNIT Price (in Figures) (B)	TOTAL PRICE (in Figures) (AxB)
1A.	Mobilization, Staging & Stockpiling per Sections 7-8.4 & 9-3.4	1	LS	_____		
2A.	Traffic Control And Construction Signs per Section 315	1	LS	_____		
3A.	Distressed Pavement Repair (Dig Outs) per Section 302-3	190	TN	_____		
4A.	Remove & Replace Existing Thermoplastic Stripes, Pavement Markings and Markers per Sections 310 & 312	1	LS	_____		
6A.	Asphalt Rubber Chip Seal ( <b>Final Quantity</b> ) per Section 302-10	4,752	SY	_____		
7A.	Emulsion Aggregate Slurry ( <b>Final Quantity</b> ) per Section 302-4	23,453	SY	_____		
8A.	Adjust Sanitary Sewer or Storm Water Manhole Frame and Cover to Grade per Section 301-1.6	2	EA	_____		
9A.	Adjust Survey Monument or Sanitary Sewer Lamphole Frame and Cover to Grade per Section 301-1.6	1	EA	_____		

**TOTAL ADDITIVE BID A:** \_\_\_\_\_  
(In Words)

**TOTAL ADDITIVE BID A:** \_\_\_\_\_  
(In Figures)

**TOTAL BASE BID + ADD. BID A:** \_\_\_\_\_  
\_\_\_\_\_  
(In Words)

**TOTAL BASE BID + ADD. BID A:** \_\_\_\_\_  
(In Figures)

**UNITS OF MEASURE:**

<b>Abbreviation</b>	<b>Word or Words</b>
<b>LF</b>	<b>Linear Feet</b>
<b>SF</b>	<b>Square Feet</b>
<b>SY</b>	<b>Square Yards</b>
<b>CY</b>	<b>Cubic Yards</b>
<b>TN</b>	<b>Tons (2,000 lbs./907.2 kgs.)</b>
<b>LS</b>	<b>Lump Sum</b>
<b>EA</b>	<b>Each</b>
<b>MO</b>	<b>Months</b>

**NOTE:** The estimate of construction quantities set forth herein is approximate only, being given as a basis for the comparison of bids. The City does not expressly nor by implication agree that the actual amount of work will correspond therewith, and reserves the right to change the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or expedient by the Engineer in accordance with section 3-2.1.1 of the Special Provisions. All bids will be compared on the basis of the Engineer's Estimate of the quantities of the work to be done. The undersigned declares, by signing this proposal, that the bidder has carefully checked all of the above figures and understands that the City shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

## LIST OF SUBCONTRACTORS

Bidder shall complete ALL the required information and, if available, the optional information for each subcontractor, required to be listed by the provisions in Section 2-3 "Subcontracts" of the Special Provisions and the Standard Specifications, to whom the bidder proposes to subcontract portions of the work. If requested by the Engineer, all other information must be provided within 24 hours of bid opening pursuant to PCC Section 4104.

<b>Subcontractor's Name:</b> <i>(REQUIRED)</i>			
<b>Address:</b>  <i>(REQUIRED)</i>			
<b>Phone #:</b>			
<b>Fax #:</b>			
<b>E-Mail:</b>			
<b>Name of Project Mgr.:</b>			
<b>License and Classification:</b>			
<b>DOT Certified DBE:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> NO	<input type="checkbox"/> Yes <input type="checkbox"/> NO	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> NO
<b>Value of Work Subcontracted:</b>	\$ _____	\$ _____	\$ _____
<b>Description of Portion of Work Subcontracted:</b>  <i>(REQUIRED)</i>	_____ _____ _____	_____ _____ _____	_____ _____ _____

**\*NOTE:** Use additional photocopies as required.

**CITY OF SAN LEANDRO LOCAL BUSINESS INCLUSION ORDINANCE**

**LOCAL BUSINESS PREFERENCE (PRIME CONTRACTOR)**

Bidders who are defined as a San Leandro Business will be given special consideration at time of bid as defined in Section 2-1 of these specifications.

**Check One**

- ( ) **By signing this proposal, bidder as prime contractor, certifies that they qualify as a San Leandro Business as defined in Section 1-6-225 of Article 2 of Chapter 1-6 of the San Leandro Municipal Code meeting all the criteria listed below. If requested by City, bidder will provide satisfactory evidence of meeting all criteria within three (3) business days from the date of the request.**

**San Leandro Business Criteria**

All information must be valid at least six (6) months before bids opening by the City.

- (i) A written agreement for City occupancy or proof of ownership of a San Leandro office;
- (ii) Proof that business is transacted or revenue generated in an office located in San Leandro;
- (iii) A conspicuously displayed business sign at the San Leandro business premises except where the business operates out of a residence;
- (iv) Proof that the office is appropriately equipped for the type of business for which certification as a San Leandro business is sought. Where equipment, such as computer and reproduction and communications machines are typically and routinely used in a non-San Leandro location, comparable equipment shall be installed and routinely used at the San Leandro office;
- (v) A valid City of San Leandro business license.

- or -

- ( ) **Bidder is not a San Leandro Business as defined in Section 1-6-225 of Article 2 of Chapter 1-6 of the San Leandro Municipal Code.**

**CITY OF SAN LEANDRO LOCAL BUSINESS INCLUSION ORDINANCE**  
**GOOD FAITH EFFORTS LOCAL BUSINESS PARTICIPATION GOAL**  
**OUTREACH CERTIFICATION**

Part I

Check the box which applies:

- I will have subcontractors and/or suppliers
- I will not have subcontractors or suppliers

Part II

If you will have subcontractors or suppliers, you must engage in good faith efforts to hire San Leandro businesses, non-profit organizations or residents to perform the contract so that the goal of at least 25% of the total contract dollar amount is spent on local businesses. Although the 25% local business participation goal is aspirational and non-binding, you must perform, and certify that you performed at least five of the following eight activities prior to submittal of your bid. Submittal of this form, and any accompanying documentation required is a material aspect of this invitation for bids, such that your bid will be considered non-responsive for failing to meet these requirements, and/or failure to execute this certification form.

- (1) Attend pre-solicitation or pre-bid meetings scheduled by the City to inform all contractors, subcontractors, suppliers, and San Leandro residents of the project;
- (2) Convene a meeting in San Leandro for San Leandro businesses, non-profit organizations, and suppliers to identify specific items of work that could be performed on the project;
- (3) List all contact information for any San Leandro business that will participate in the project as a subcontractor, sub-consultant, or supplier if a contract is awarded to you;
- (4) Advertise in newspapers, websites, trade association publications, or other media soliciting for subcontractors, suppliers or employment opportunities on the project not less than twenty calendar days before the date bids are due;
- (5) Document personal contacts with San Leandro businesses or nonprofit organizations informing them of the opportunity to subcontract or supply to the project;
- (6) Submit documentation of good faith negotiations with San Leandro businesses and nonprofit organizations for subcontracting or supplying opportunities on the project;
- (7) Make the project plans and specifications available for review upon request to interested San Leandro businesses or suppliers;
- (8) Document requests for assistance from San Leandro community organizations, contractors or professional groups, local, state or federal business assistance offices or other organizations that provide assistance in the recruitment of San Leandro businesses. Technical assistance is available and can be accessed by contacting Bernard Ashcraft of the Bay Area Business Roundtable at (510) 568-6302 or [rttcjobs@aol.com](mailto:rttcjobs@aol.com).

**Part III**

List below which five of the eight activities you performed. Provide all supporting statements or documentation that show or prove achievement of the activities listed below. Attach additional sheets if necessary:

Did you attend pre-bid meeting?  Yes  No

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List below the Subcontractors, businesses, or suppliers who responded to your advertisements. (Please attach any additional sheets if necessary)

Name	Phone Number

List below the requests made for assistance in the recruitment of San Leandro businesses. (Please attach any additional sheets if necessary)

Name	Phone Number

**Part VI**

**Certification**

I, \_\_\_\_\_ certify that I am the bidder's Chief Executive Officer or authorized representative and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification I am aware of Section 12650 et seq. of the California Government Code providing for the imposition of treble damages for making false claims.

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

\_\_\_\_\_  
Date

**ADDENDA ACKNOWLEDGMENT AND INFORMATION**

The undersigned acknowledges receipt of Addendum No. \_\_\_\_\_ through \_\_\_\_\_ inclusively. A signed copy of same is attached hereto and made part of this proposal.

**PRINCIPAL PERSONS WITH INTEREST IN PROPOSAL**

The names of all persons interested in the foregoing proposal as principals are as follows:

**IMPORTANT NOTICE:** If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm and names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.

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**EXPERIENCE AND FINANCIAL RESPONSIBILITY**

The bidder has been engaged in the contracting business under State License No. \_\_\_\_\_ for a period of \_\_\_\_\_ years.

The bidder's three most recently completed contracts are:

1. Title of Project \_\_\_\_\_  
Owner \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Engineer in Charge \_\_\_\_\_  
Date Accepted \_\_\_\_\_

2. Title of Project \_\_\_\_\_  
Owner \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Engineer in Charge \_\_\_\_\_  
Date Accepted \_\_\_\_\_

3. Title of Project \_\_\_\_\_  
Owner \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Engineer in Charge \_\_\_\_\_  
Date Accepted \_\_\_\_\_

Reference is hereby made to the following bank or banks as to the financial responsibility of the bidder:

**Name of Bank:**

**Address:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

**ELIGIBILITY TO CONTRACT STATEMENT**

The bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has\_\_\_\_, has not \_\_\_\_ been convicted by a court of competent jurisdiction within the preceding three (3) years of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract with any public entity, as defined in Public Contract Code Section 1100. The term “bidder” is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee of the prime contractor or any subcontractor.

**NOTE:** The bidder must place a check mark after “has” or “has not” in one of the blank spaces provided. The above statement is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this statement. Bidders are cautioned that making a false certification may subject the certified to criminal prosecution.

**BIDDER QUESTIONNAIRE**

The bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

**YES** \_\_\_\_\_

**NO** \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space:

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**NATIONAL LABOR RELATIONS BOARD STATEMENT**

The Contractor hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor’s failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.



## DEBARMENT AND SUSPENSION CERTIFICATION

The bidder, under penalty of perjury, certifies that, except as noted below, bidder or any person associated therewith in the capacity of owner, partner, director, officer, manager (please check if applicable):

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any local, state, or federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any local, state, or federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against bidder by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action:

**NOTE:** Providing false information may result in criminal prosecution. The above certification is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this certification.

**Iran Contracting Act of 2010**

**Public Contract Code Chapter 2.7**

In the event that my bid or proposal is one million dollars (\$1,000,000.00) or more, by my signature below I certify that this company, any parent entities, subsidiaries, successors or subunits of this company and I, personally, are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

PROPOSAL FORMS

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire is true and correct. By my signature on this proposal, I further certify, under penalty of the perjury under the laws of the State of California, that the Non-Collusion Affidavit, and the Debarment and Suspension Certification are true and correct.

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

\_\_\_\_\_  
(Typed or printed name)

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

Business Address (Street Address, City, State & Zip Code):

\_\_\_\_\_  
\_\_\_\_\_

Business Phone: (        ) \_\_\_\_\_ Fax No.: (        ) \_\_\_\_\_

## CITY OF SAN LEANDRO BUSINESS LICENSE

In accordance with Title 2 Chapter 2 of the San Leandro Municipal Code, all contractors, including subcontractors, shall possess a current business license to perform work in San Leandro. As part of the proposal submittal, all bidders shall complete the following:

### General Contractor (Bidder)

If the bidder holds a current City of San Leandro business license:

The bidder, under penalty of perjury, certifies that the bidder is in possession of a current City of San Leandro Business License.

Business Name (as shown in Business License): \_\_\_\_\_

Business License Number: \_\_\_\_\_

**Or**

The bidder shall submit a copy of the following attached Business License Application. If the bid is accepted, the bidder agrees to submit the original Business License Application to the Finance Department and pay all appropriate fees for the acquisition of a business license. Any questions regarding the business license application can be directed to the Finance Department at 510-577-3392 or 510-577-3468. Bidder will then submit a copy of the Business License with the executed contract documents. Failure of the successful bidder to acquire a City of San Leandro Business License within 12 working days of receiving a Notice of Award shall constitute a failure to execute the contract and the City may award the contract to a subsequent bidder in accordance with Section 2-1 of these specifications.

### Subcontractor Business License

Prior to processing any progress payments, the bidder shall submit a copy of a current City of San Leandro Business License for each listed subcontractor.



**CITY OF SAN LEANDRO**  
 Finance Department  
 835 East 14th Street, San Leandro, California 94577  
 (510) 577-3468 or 577-3392

<b>Business License Fee</b>  See Fee Schedule
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**BUSINESS LICENSE APPLICATION**  
 For Businesses Located Outside of San Leandro

PLEASE TYPE OR PRINT WITH PEN	OFFICIAL USE ONLY					
<b>Business Name</b> _____  <b>Corporate Name</b> _____ <small>(if applicable)</small>  <b>Business Location</b> _____ <small>(Cannot be P.O. Box per State of California Business &amp; Professions Code-Section 17538.5)</small>  <b>Mailing Address</b> _____  <b>Phone No.</b> _____ <b>Alt. No.</b> _____  <b>Description of Business</b> _____  Ownership <input type="checkbox"/> Corporation <input type="checkbox"/> Corp-Ltd Liability <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Trust	<b>Business License No.</b> _____  <b>APN#</b> _____  <b>Bus. Start Date</b> _____ <input type="checkbox"/> New Application <input type="checkbox"/> Change  <b>State Sales Tax No.</b> _____  <b>Federal ID No.</b> _____  <b>State ID No.</b> _____  <b>State Contractor Lic. No.</b> _____  <b>Expire Date</b> _____					
<b>Enter below names of Owners, Partners, or Corporate Officers (attach additional sheet, if necessary)</b>						
<b>1st Owner Name</b> _____ <b>Title</b> _____ <b>Soc. Sec. No.</b> _____  <b>Home Address</b> _____ <b>Home Phone No.</b> _____ <small>(Cannot be P.O. Box)</small> <b>Cell / Pager No.</b> _____  <b>2nd Owner Name</b> _____ <b>Title</b> _____ <b>Soc. Sec. No.</b> _____ <b>Home Address</b> _____ <b>Home Phone No.</b> _____ <small>(Cannot be P.O. Box)</small> <b>Cell / Pager No.</b> _____						
- Is this business being conducted in your residence? <input type="checkbox"/> Yes <input type="checkbox"/> No  - If business is being purchased, please complete the following: Seller's Business Name: _____ Seller's Bus. Lic. #: _____						
<p><b><u>NUMBER OF EMPLOYEES:</u></b> Shall mean and include the total number of full time and part time employees engaged or to be engaged within this City in the applicant's business during the license period, whether as owner, partner, spouse or employee, and any others who may work without compensation.</p> <p><b><u>*** PARTIAL YEAR:</u></b> The business license fee for any business commencing <u>after June 30th</u> of any year shall be reduced by one-half (1/2).</p>						
<p align="center"><b>CERTIFICATION AND ACKNOWLEDGEMENT</b></p> <p>I declare under penalty of perjury that the statements made in this application are true. I further agree that business shall be conducted in accordance with the San Leandro Municipal Code. I understand that the filing of this application and payment of fees does not entitle me to commence or carry on any business in the City of San Leandro until said Business License is approved and issued. Upon issuance of a Business License, it shall be my responsibility to renew the license annually by January 31st.</p> <p><b>SIGN HERE</b>  <b>➔</b> _____            Signature of Owner or Representative             Title _____ Date _____</p>	<p><b>Base Fee</b>  <small>(required for each license)</small></p> <table border="1"> <tr><td>\$</td></tr> <tr><td>\$</td></tr> <tr><td>\$</td></tr> </table> <p><b>Unit #</b> _____ <b>X \$</b> _____</p> <p><b>TOTAL AMOUNT DUE</b>  <small>(Base Fee plus Unit Fee)</small></p> <table border="1"> <tr><td>\$</td></tr> </table> <p>*** 1/2 Year fee for Businesses commencing after June 30th.</p> <p><b>TOTAL AMOUNT PAID</b></p> <table border="1"> <tr><td>\$</td></tr> </table> <p align="center"> <b>RETURN APPLICATION TO ABOVE ADDRESS AND MAKE CHECK PAYABLE TO CITY OF SAN LEANDRO.</b>  <i>Thank you for doing business in the City of San Leandro.</i> </p>	\$	\$	\$	\$	\$
\$						
\$						
\$						
\$						
\$						

CITY OF SAN LEANDRO  
STATE OF CALIFORNIA

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
as Principal, and \_\_\_\_\_  
as Surety, are held and firmly bound unto the **CITY OF SAN LEANDRO**, hereinafter called "City", in  
penal sum of ten percent (10%) OF THE TOTAL AMOUNT OF THE BID OF THE PRINCIPAL  
submitted to the said City for the work described below for the payment of which sum in lawful money of  
the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the  
accompanying Proposal dated \_\_\_\_\_, for **Annual Street Sealing 2015-16 Project, Project  
No. 2016.0070**

NOW, THEREFORE, if the Principal shall not withdraw said proposal prior to the date and time for the  
opening of bids, and if the Principal is awarded the contract and shall within the period specified in the  
Proposal after receiving notice that the contract has been awarded and the prescribed forms are presented  
to Principal for signature, enter in a written contract with the City, in accordance with the Proposal as  
accepted, and give insurance and bond with good and sufficient surety or sureties, as may be required, for  
the faithful performance and proper fulfillment of such contract and for the payment for labor and  
materials used for the performance of the contract, or in the event of the withdrawal of said Proposal  
within the period specified or the failure to enter into such contract and give such City bonds, within the  
time specified, if the Principal shall pay the City the difference between the amount specified in said  
Proposal and the amount for which the City may procure the required work and/or supplies, if the latter  
amount be in excess of the former, together with all costs incurred by the City in again calling for bids,  
then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or  
addition to the terms of the contract on the call for bids, or to the work to be performed there under, or the  
specifications accompanying the same, shall in any way affect its obligation under this bond, and it does  
hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said  
contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought up on this bond by the City and judgment is recovered, the Surety shall pay all  
costs incurred by the City in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

(Corporate Seal)

**Principal** \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

(Corporate Seal)

**Surety** \_\_\_\_\_

Address \_\_\_\_\_

Phone No.: ( ) \_\_\_\_\_ Fax No.: ( ) \_\_\_\_\_

By \_\_\_\_\_

Attorneys-in-Fact

Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

**NOTE TO SURETY COMPANY: There must be submitted a certified copy of unrevoked resolution of authority for the attorneys-in-fact.**

**END OF BID BOND**

PROPOSAL FORMS

**END OF  
PROPOSAL TO THE CITY OF SAN LEANDRO**

# PROJECT LOCATION MAP



CITY OF SAN LEANDRO  
STATE OF CALIFORNIA

ENGINEERING AND TRANSPORTATION DEPARTMENT

**NOTICE TO BIDDERS**

FOR

**ANNUAL STREET SEALING 2015-16**

**PROJECT NO. 2016.0070**

**BID NO. 15-16.013**

1. **PRE-BID CONFERENCE:** Mandatory pre-bid conferences will be held on **Thursday, April 28, 2016 at 2:30 p.m. and Tuesday, May 3, 2016 at 9:30 a.m.** at **Sister Cities Gallery, City Hall, 835 East 14<sup>th</sup> Street San Leandro, CA 94577**. All bidders must attend at least one pre-bid conference and sign the attendance sheet. A firm that didn't attend a minimum of one pre-bid conference isn't qualified to bid on the project.
2. Questions regarding the plans and specifications may be submitted in writing to the project engineer until 5:00 p.m., five (5) days before, excluding Saturdays, Sundays and Holidays, bids are due. The City will not respond to oral questions outside of the pre-bid conference. The response, if any, will be by written addendum only. Oral responses do not constitute a revision to these plans or specifications
3. **BID OPENING:** The bidder shall complete the "Proposal to the City of San Leandro" form contained in the Contract Book. The proposal shall be submitted in its entirety. Incomplete proposals will be considered non-responsive. Sealed bids containing the completed Proposal Section subject to the conditions named herein and in the specifications for **Annual Street Sealing (2015-16) Project, Project No.: 2016.0070** addressed to the **City of San Leandro** will be received at **City Hall, 835 East 14<sup>th</sup> Street, 2<sup>nd</sup> Floor San Leandro** at the office of the **City Clerk** up to **3:00 p.m.** on **Tuesday, May 24, 2016**, at which time they will be publicly opened and read.
4. **BID RESULTS:** A summary of the bids received will be made available, via the Internet, at: **<http://www.sanleandro.org/depts/finance/purchasing/bids/default.asp>**.
5. **WORK DESCRIPTION:** The work to be done consists of: **applying asphalt rubber chip seal, slurry seal and microsurfacing on City streets**; and doing all appurtenant work in place and ready for use, all as shown on the plans and described in the specifications with the title indicated in Paragraph 1 above, and on file in the office of the **City Engineer**. Reference to said plans and specifications is hereby made for further particulars.
6. **CONTRACTOR'S LICENSE:** A Class "A" Contractor's License is required for this work. No bid will be accepted from a contractor who has not been licensed in accordance with Chapter 9 Division 3 of the Business and Professional Code.
7. **CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REQUIREMENTS:** This Contract will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations, pursuant to Labor Code section 1771.4. A contractor may not bid, nor be listed

as a subcontractor unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

8. **SAN LEANDRO BUSINESS PREFERENCE AND PARTICIPATION GOALS:** The bid preparation and work performed under this contract is subject to Section 1-6-225 of Article 2 of Chapter 1-6 of the San Leandro Municipal Code regarding Local Business Preference during bidding and Local Business Participation.

**Bidders are strongly encouraged to review the proposal forms related to the City of San Leandro Local Business Inclusion Ordinance requirements early in the project advertisement period. A listing of San Leandro businesses can be found online at:**

<http://www.sanleandro.org/depts/finance/licenses/data.asp>

9. **BID DEPOSIT:** A Bid Deposit equal to at least 10% of the total amount of the bid shall be placed in the sealed proposal. The Bid Deposit shall be in one of the following forms: cash, cashier's check or certified check payable to the City, or bidder's bond in favor of the City executed by an authorized surety company.
8. **PAYMENT AND PERFORMANCE BONDS:** Payment and performance guarantee bonds as set forth in Section 2-4 of the Special Provisions will be required from the successful bidder.
9. **CITY'S RIGHT TO REJECT BIDS:** The right is reserved, as the interest of the City may require, to reject any or all bids, or to waive any informality or minor irregularity in the bids.
10. **GENERAL PREVAILING WAGE RATES:** The City Council has ascertained the general prevailing rate of wages applicable to the work to be done. A tabulation of the various classifications of work persons to be employed and the prevailing rate of wages applicable thereto is on file in the **City Clerk's** office. Bidder's attention is directed to Section 7-2.2.2 of the Special Provisions.
11. **OBTAINING THE PROJECT PLANS AND CONTRACT BOOK:** The Project Plans and Contract Book may be obtained free of charge from the City's website at: <http://www.sanleandro.org/depts/finance/purchasing/bids>. Bidders are highly encouraged to contact the City of San Leandro Engineering and Transportation Department at 510-577-3428 to be placed on the project planholder's list to receive courtesy notifications of addenda and other project information. Project addenda, if any, will be posted on the website. A bidder who fails to address all project addenda with their proposal may be deemed non-responsive.

Bidders may also purchase Project Plans and Contract Book at the **Engineering and Transportation Department**, City Hall, 835 East 14<sup>th</sup> Street, 1<sup>st</sup> Floor, San Leandro, **(510) 577-3428**, upon payment of a non-refundable fee of **\$25.00 (payable by exact cash or check only)** for each set.

12. **OBTAINING THE APWA STANDARD SPECIFICATIONS (GREEN BOOK):** The APWA Standard Specifications (Greenbook) may be purchased by contacting BNI Building News, 1612 South Clementine Street, Anaheim, CA 92802, (714) 517-0970 or (888) 264-2665.
13. **WITHDRAWAL OF PROPOSALS:** Any bid may be withdrawn at any time prior to the time fixed in the public notice for the opening of bids only by written request for the withdrawal of the bid filed with the **City Clerk**. The request shall be executed by the bidder or its duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be

received after that time nor may any bid be withdrawn after the time fixed in the public notice for opening of bids.

14. RELIEF OF BIDDERS: As stated in Public Contract Code Sections 5100 to 5108, inclusive concerning relief of bidders and in particular to the requirement therein, that if the bidder claims a mistake was made in the bid presented, the bidder shall give the **City Clerk**, written notice within five (5) days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.
15. DISQUALIFICATION OF BIDDERS: More than one proposal from an individual, firm, partnership, corporation, or combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any individual, firm, partnership, corporation, or combination thereof is interested in more than one proposal for the work contemplated may cause the rejection of all proposals in which such individual, firm, partnership, corporation, or combination thereof is interested. If there is reason for believing that collusion exists among the bidders, any or all proposals may be rejected. Proposals in which the prices obviously are unbalanced may be rejected.
16. PREVIOUS DISQUALIFICATION, REMOVAL, OR OTHER PREVENTION OF BIDDING: A bid may be rejected on the basis of a bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of any law or any safety regulation.
17. RESPONSIBILITY FOR VERIFYING CONTRACT ADDENDA: All bidders shall verify if any addenda for this project have been issued by the City of San Leandro. It is the bidders' responsibility to ensure that all requirements of contract addenda are included in the bidder's proposal. All bidders shall include a signed copy of all contract addenda with the proposal. Failure to comply with this requirement shall cause the proposal to be considered as non-responsive and shall be grounds for rejection of the bid.
18. SITE INVESTIGATION: The bidder shall examine carefully the site of the work to verify all existing conditions. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work to be performed, as to the quantities of materials to be furnished, and as to the requirements of the proposal, plans, specifications, and the contract. The bidder shall not take advantage of any apparent error or omission in the plans or specifications. In the event the bidder discovers any apparent error, discrepancy, or omission as a result of its site investigation, bidder shall immediately notify the City.
19. VALUE OF WORK: The Engineer has estimated that the value of work is between \$500,000 and \$1,000,000.
20. PUBLIC CONTRACT CODE SECTION 22300: Pursuant to Public Contract Code Section 22300, for monies earned by the Contractor and withheld by the City to ensure the performance of the Contract, the Contractor, may, at its option, choose to substitute securities meeting the requirements of said Public Contract Code Section 22300.
21. CALIFORNIA LABOR CODE SECTION 6707: Pursuant to the provisions of California Labor Code Section 6707, each bid submitted in response to this Notice to Bidders shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders. By listing this

sum, the bidder warrants that its action does not convey tort liability to the City or City employees, engineers, agents, or subconsultants.

22. **PUBLIC CONTRACT CODE SECTION 2.7:** For proposals in the amount of one million dollars (\$1,000,000.00) or more, bidders are required to certify that the bidder's company, any parent entities, subsidiaries, successors or subunits of the bidder's company and the signator of the proposal, personally, are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.
23. **BID PROTEST PROCEDURES:** Any protest of the proposed award of bid to the bidder deemed the lowest responsible bidder must be submitted in writing to the City no later than 5:00 p.m. on the third (3<sup>rd</sup>) business day following the date of the bid opening.

The initial protest must contain a complete statement of the basis for the protest.

The protest must state the facts and refer to the specific portion of the document or the specific statute that forms the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party.

The party filing the protest must concurrently transmit a copy of the initial protest to the bidder deemed the lowest responsible bidder.

The party filing the protest must have actually submitted a bid on the project. A subcontractor of a party filing a bid on this project may not submit a Bid Protest. A party may not rely on the Bid Protest submitted by another bidder, but must timely pursue its own protest.

The procedure and time limits set forth in this Section are mandatory and are the bidder's sole and exclusive remedy in the event of a Bid Protest. The bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the Bid Protest, including filing of a challenge of the award pursuant to the California Public Contracts Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.

The City shall review all timely protests prior to formal award of the bid. The City shall not be required to hold an administrative hearing to consider a timely protest, but may do so at the option of the Engineer, or if otherwise legally required. At the time of the City Council's consideration of the award of the bid, the City Council shall also consider the merits of any timely protests and the Engineer's recommendation thereon. The City Council may either accept the protest and award the bid to the next lowest responsible bidder, or reject the protest and award to the lowest responsible bidder. Nothing in this section shall be construed as a waiver of the City Council's right to reject all bids.

The City reserves the right to waive any bid irregularities not affecting the amount of the bid, except where such waiver would give the low bidder an advantage or benefit not allowed other bidders.

Dated: April 19, 2016

Tamika Greenwood  
**City Clerk**

CITY OF SAN LEANDRO  
STATE OF CALIFORNIA

**AGREEMENT**

THIS AGREEMENT is made at San Leandro, California, as of \_\_\_\_\_, by and between \_\_\_\_\_, hereinafter called Contractor, and the **CITY OF SAN LEANDRO**, a municipal corporation, hereinafter called City, who agree as follows:

Recitals

The City has awarded a contract to the Contractor for performing the work hereinafter mentioned in accordance with the sealed proposal of said Contractor and of proceedings had and taken by the City Council of the City leading up thereto:

1. **WORK TO BE DONE:** The work to be done consists of **applying asphalt rubber chip seal, slurry seal and microsurfacing on City streets**; and doing all appurtenant work in place and ready for use, all as shown in the Contract Book entitled **“Annual Street Sealing 2015-16 Project”** now on file in the office of the **Engineer** of said City.

2. **TIME OF PERFORMANCE:** The work under this contract shall commence and be completed in accordance with the times therefore prescribed in the specifications for said work.

3. **PAYMENT:** The City will pay the Contractor for the performance of said work the prices as stated in the Contract Price Schedule, and at the times and in the manner prescribed in the **specifications**.

4. **COMPONENT PARTS:** This Agreement shall consist of the following documents, each of which is on file in the office of the **Engineer** of said City, and all of which are incorporated herein and made a part hereof by reference thereto:

- A. This Agreement and Contract Price Schedule
- B. Notice to Bidders
- C. Proposal Requirements
- D. Resolution Approving Plans and Specifications and Calling for Bids
- E. Accepted Proposal
- F. Special Provisions
- G. -Not Used
- H. Standard Specifications
- I. Faithful Performance Bond
- J. Payment Bond
- K. Maintenance Bond
- L. Project Addenda, if any

5. **WAGE SCALE:** Reference is hereby made to the General Wage Determination made by the Director of Industrial Relations and adopted by Resolution No. 77-236 of the City Council. Reference thereto is further made in the instructions and information to bidders. The provisions of the General Wage Determination made by the Director of Industrial Relations and Resolution No. 77-236 are hereby specified as the rate of prevailing wages to be paid workers on this project. For purposes of Labor Code section 1781, this project is a “public work” to which Labor Code section 1771 applies, and the Contractor and all listed or unlisted subcontractors must perform the work as a “public work.” The Contractor has the responsibility for determining what is required to comply with its obligations under Labor Code section 1771. Any decision by the Contractor or any listed or unlisted subcontractor not to comply with Labor Code section 1771 is at the Contractor’s or subcontractor’s sole risk.

6. LABOR CODE COMPLIANCE: Contractor indemnifies and holds harmless the City, its officers, officials, and employees, from and against claims, liability, and damages arising from any alleged violation of the California Labor Code asserted against the City due to the alleged acts or omissions of the Contractor or any listed or unlisted subcontractor used on the project.

7. CLAIMS: The City has the full authority to compromise or settle any claim relating to this project. The City will timely notify the Contractor if the City receives any third-party claim relating to this project.

IN WITNESS WHEREOF, City has caused these presents to be executed by its officers, thereunto duly authorized and Contractor has subscribed same, all on the day and year first above written.

**CITY OF SAN LEANDRO**  
A Municipal Corporation

**(NAME OF CONTRACTOR)**  
Contractor

By: \_\_\_\_\_  
Chris Zapata, City Manager

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

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

\_\_\_\_\_  
(Typed or Printed Name)

Attest: \_\_\_\_\_  
Tamika Greenwood, City Clerk

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Richard Pio Roda, City Attorney

\_\_\_\_\_  
David Baum, Finance Director

Account Nos. 143-38-376-5240  
144-38-376-5240  
210-38-299-5240

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Alameda)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

## CONTRACT PRICE SCHEDULE

### BASE BID

Item No.	Description	Estimated Quantity (A)	Unit of Measure	Item UNIT Price (in Words)	Item UNIT Price (in Figures) (B)	TOTAL PRICE (in Figures) (AxB)
1.	Mobilization, Staging & Stockpiling per Sections 7-8.4 & 9-3.4	1	LS	_____		
2.	Traffic Control And Construction Signs per Section 315	1	LS	_____		
3.	Distressed Pavement Repair (Dig Outs) per Section 302-3	620	TN	_____		
4.	Remove & Replace Existing Thermoplastic Stripes, Pavement Markings and Markers per Sections 310 & 312	1	LS	_____		
5.	Microsurfacing (Final Quantity) per Section 302-14	3,368	SY	_____		
6.	Asphalt Rubber Chip Seal (Final Quantity) per Section 302-10	57,967	SY	_____		
7.	Emulsion Aggregate Slurry (Final Quantity) per Section 302-4	98,696	SY	_____		
8.	Adjust Sanitary Sewer or Storm Water Manhole Frame and Cover to Grade per Section 301-1.6	8	EA	_____		
9.	Adjust Survey Monument or Sanitary Sewer Lamphole Frame and Cover to Grade per Section 301-1.6	8	EA	_____		
10.	Remove and Reinstall Speed Cushions per Section 312-5	3	EA	_____		
11.	Paint Concrete Curbs per Section 310	650	LF	_____		

**TOTAL BASE BID:** \_\_\_\_\_  
(In Words)

**TOTAL BASE BID:** \_\_\_\_\_  
(In Figures)

**ADDITIVE BID A**

Item No.	Description	Estimated Quantity (A)	Unit of Measure	Item <u>UNIT</u> Price (in Words)	Item <u>UNIT</u> Price (in Figures) (B)	TOTAL PRICE (in Figures) (AxB)
1A.	Mobilization, Staging & Stockpiling per Sections 7-8.4 & 9-3.4	1	LS	_____		
2A.	Traffic Control And Construction Signs per Section 315	1	LS	_____		
3A.	Distressed Pavement Repair (Dig Outs) per Section 302-3	190	TN	_____		
4A.	Remove & Replace Existing Thermoplastic Stripes, Pavement Markings and Markers per Sections 310 & 312	1	LS	_____		
6A.	Asphalt Rubber Chip Seal ( <b>Final Quantity</b> ) per Section 302-10	4,752	SY	_____		
7A.	Emulsion Aggregate Slurry ( <b>Final Quantity</b> ) per Section 302-4	23,453	SY	_____		
8A.	Adjust Sanitary Sewer or Storm Water Manhole Frame and Cover to Grade per Section 301-1.6	2	EA	_____		
9A.	Adjust Survey Monument or Sanitary Sewer Lamphole Frame and Cover to Grade per Section 301-1.6	1	EA	_____		

**TOTAL ADDITIVE BID A:** \_\_\_\_\_  
(In Words)

**TOTAL ADDITIVE BID A:** \_\_\_\_\_  
(In Figures)

**TOTAL BASE BID + ADD. BID A:** \_\_\_\_\_  
\_\_\_\_\_  
(In Words)

**TOTAL BASE BID + ADD. BID A:** \_\_\_\_\_  
(In Figures)

**UNITS OF MEASURE:**

<b>Abbreviation</b>	<b>Word or Words</b>
<b>LF</b>	<b>Linear Feet</b>
<b>SF</b>	<b>Square Feet</b>
<b>SY</b>	<b>Square Yards</b>
<b>CY</b>	<b>Cubic Yards</b>
<b>TN</b>	<b>Tons (2,000 lbs./907.2 kgs.)</b>
<b>LS</b>	<b>Lump Sum</b>
<b>EA</b>	<b>Each</b>
<b>MO</b>	<b>Months</b>

**NOTE:** The estimate of construction quantities set forth herein is approximate only, being given as a basis for the comparison of bids. The City does not expressly nor by implication agree that the actual amount of work will correspond therewith, and reserves the right to change the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or expedient by the Engineer in accordance with section 3-2.1.1 of the Special Provisions. All bids will be compared on the basis of the Engineer's Estimate of the quantities of the work to be done. The undersigned declares, by signing this proposal, that the bidder has carefully checked all of the above figures and understands that the City shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

# WORKERS' COMPENSATION INSURANCE CERTIFICATION

Pursuant to Section 7-4 of the Standard Specifications, the Contractor certifies as follows:

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.

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

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

\_\_\_\_\_  
(Typed or Printed Name)

Business Address (Street Address, City, State & Zip Code):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Phone: (     ) \_\_\_\_\_

CITY OF SAN LEANDRO  
STATE OF CALIFORNIA

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of San Leandro**, State of California, has awarded to \_\_\_\_\_, hereinafter designated as the "Principal," a contract for **Annual Street Sealing 2015-16 Project, Project No.: 2016.0070.**; and,

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we the Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the City of San Leandro in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, or 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 agreements in said contract and any alteration thereof made as therein provided, on the 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 defend, indemnify and save harmless the City of San Leandro, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the Surety, for value received hereby stipulates and agrees that, in accordance with the Plans, Standard Specifications, Special Provisions, and other contract documents, no change, extension of time, alteration, or addition to the terms of the contract, or to the work to be performed hereunder, or to 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 of additions to the terms of the Contract to the work, or to the specifications.

The City reserves the right to refuse use of any Contractor assigned by any surety to complete the work.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

**Principal** \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

(Corporate Seal)

**Surety** \_\_\_\_\_

Address \_\_\_\_\_

Phone No.: ( ) \_\_\_\_\_ Fax No.: ( ) \_\_\_\_\_

By \_\_\_\_\_

Attorneys-in-Fact

Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

**NOTE TO SURETY COMPANY: There must be submitted a certified copy of unrevoked resolution of authority for the attorneys-in-fact.**

(Seal)

**Witness** \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Risk Manager

**END OF PERFORMANCE BOND**

CITY OF SAN LEANDRO  
STATE OF CALIFORNIA

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of San Leandro**, a municipal corporation, has awarded to \_\_\_\_\_, hereinafter designated as the "Principal", a contract for **Annual Street Sealing 2015-16 Project, Project No.: 2016.0070.**; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure payment of claims of laborers, mechanics, or materialmen employed on work under said contract, as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the City of San Leandro in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), said sum being equal to the estimated amount payable by said City of San Leandro under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if said Principal, or Principal's heirs, executors, administrators, successors, or assigns, or subcontractors shall fail to pay for any material, provisions, provender, or other supplies, implements, or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from these wages of employees of the Contractor and Contractor's subcontractors pursuant to the Revenue and Taxation Code, with respect to such work and labor, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, said Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 3138 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that, in accordance with the Plans, Standard Specifications, Special Provisions, and other Contract Documents, no change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed there under, or to 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 contract, or to the work, or to the specifications.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

**Principal** \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

(Corporate Seal)

**Surety** \_\_\_\_\_

Address \_\_\_\_\_

Phone No.: ( ) \_\_\_\_\_ Fax No.: ( ) \_\_\_\_\_

By \_\_\_\_\_

Attorneys-in-Fact

Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

**NOTE TO SURETY COMPANY: There must be submitted a certified copy of unrevoked resolution of authority for the attorneys-in-fact.**

(Seal)

**Witness** \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Risk Manager

**END OF PAYMENT BOND**

CITY OF SAN LEANDRO  
STATE OF CALIFORNIA

**ESCROW FOR SECURITY DEPOSIT**  
IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between the **City of San Leandro**, whose address is 835 East 14th Street, San Leandro, CA, 94577, hereinafter called "City", \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter called "Contractor", and \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the City, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by City pursuant to the construction contract entered into between the City and Contractor for **Annual Street Sealing 2015-16 Project, Project No.: 2016.0070** in the amount of \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the City shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as substitute for Contract earnings, the Escrow Agent shall notify the City within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract amount between the City and Contractor. Securities shall be held in the name of \_\_\_\_\_, and shall designate the Contractor as the beneficial owner.

The Contractor shall select and initial one of the following options:

2.  The City shall make progress payments to the Contractor for such funds that otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above,

**OR**

3.  The City shall make payment of retentions earned directly to the Escrow Agent. The Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Contract is terminated. The Contractor may direct the investments of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the City pays the Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the City. These expenses and payment terms shall be determined by the City, Contractor, and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned shall be for the sole use of the Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the City.

6. Contractor shall have the right to withdraw all or any part of the principal in the escrow account only by written notice to Escrow Agent accompanied by written authorization from City to the Escrow Agent that City consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. The City shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven day's written notice to the Escrow Agent from the City of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the City.
8. Upon receipt of written notification from the City certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the escrow account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on the written notifications from the City and the Contractor pursuant to Sections (5) to (8) inclusive, of this agreement and the City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
10. Contractor authorizes the Escrow Agent to issue monthly statements of the status of the funds held in the escrow account to the City. Escrow Agent shall issue said statements on a monthly basis and mail to: City of San Leandro, ATTN: Finance Department, 835 East 14<sup>th</sup> Street, San Leandro, CA 94577.
11. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the City and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures, are as follows:

**On behalf of City:**

\_\_\_\_\_

Title

\_\_\_\_\_

Name

**On behalf of Contractor:**

\_\_\_\_\_

Title

\_\_\_\_\_

Name

**On behalf of Escrow Agent:**

\_\_\_\_\_

Title

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Address

At the time the escrow account is opened, the City and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement by their proper officers on the date first set forth above.

**City:**

**Contractor:**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

**END OF ESCROW FOR SECURITY DEPOSIT  
IN LIEU OF RETENTION**

CITY OF SAN LEANDRO  
STATE OF CALIFORNIA

**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of San Leandro**, State of California, has awarded to \_\_\_\_\_, hereinafter designated as the "Principal," a contract for **Annual Street Sealing 2015-16 Project, Project No.: 2016.0070.**; and

Whereas, said Principal is required under the terms of said contract to furnish a bond for the correction of any defects due to defective materials or workmanship in the work performed under said contract.

NOW, THEREFORE, we the Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the City of San Leandro in the penal sum of \_\_\_\_\_ (\$\_\_\_\_\_), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if, during a maintenance period of one (1) year from the date of recordation of the Notice of Completion by the City, the Contractor upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship, shall diligently take the necessary steps to correct said defects within seven (7) days from the date of said notice, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

If any action shall be brought by City upon this bond, a reasonable attorney's fee, to be fixed by the court, shall be and become a part of City's judgment in any such action.

No right of action shall accrue on this bond to, or for the use of, any person or corporation other than the City named herein or the heirs, executors, administrator, or successor of the City.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal) **Principal** \_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

(Corporate Seal) **Surety** \_\_\_\_\_  
Address \_\_\_\_\_  
Phone No.: ( ) \_\_\_\_\_ Fax No.: ( ) \_\_\_\_\_  
By \_\_\_\_\_  
Attorneys-in-Fact  
Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

**NOTE TO SURETY COMPANY: There must be submitted a certified copy of unrevoked resolution of authority for the attorneys-in-fact.**

(Seal) **Witness** \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Risk Manager

**END OF MAINTENANCE BOND**

# SPECIAL PROVISIONS

## PART 1 - GENERAL PROVISIONS

Part 1 of the Special Provisions shall conform to Part 1 of the Standard Specifications except as modified herein.

### SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, AND SYMBOLS

The terms, definitions, abbreviation, and symbols shall be governed by the provisions in Section 1, “Terms, Definitions, Abbreviation, And Symbols”, of the Standard Specifications, except as modified herein.

- 1-2 Definitions
- 1-3 Abbreviations

#### 1-2 DEFINITIONS. *Add the following:*

Whenever the following terms are used in the Standard Specifications, Plans, Special Provisions, or other contract documents, the intent and meaning shall be interpreted as follows:

**Agency:** The City of San Leandro.

**Board:** The City Council of the City of San Leandro.

**City:** The City of San Leandro.

**Contractor:** Signatory to agreement contained herein.

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

**Laboratory:** Laboratories approved and authorized by the Engineer to test materials and work involved in the contract.

**Standard Specifications:** The Standard Specifications for Public Works Construction, 2006 edition and 2008 supplement thereto, American Public Works Association, Southern California Chapter; Sections 82, 84 and 85 of the 2010 edition of the California Department of Transportation (CALTRANS) Standard Specifications; and the Special Provisions (Technical Specifications) and Standard Plans thereto adopted by the City Engineer, the State Department of Industrial Relations general prevailing wage rates; and the State Department of Transportation labor surcharge and equipment rental rates.

**Special Provisions:** Any provisions that supplement or modify the Standard Specifications, including technical specifications covering construction materials and methods. The State Department of Transportation publication entitled “Labor Surcharge And Equipment Rental Rates” and the State Department of Industrial Relations General Prevailing Wage Rates are to be considered as a part of the Special Provisions.

**1-3 ABBREVIATIONS.**

**1-3.2 Common Usage.** *Add the following:*

<b>Abbreviation</b>	<b>Word or Words</b>
<b>AB or CAB</b>	<b>Aggregate Base Rock or Crushed Aggregate Base</b>
<b>ASB or CMB</b>	<b>Aggregate Subbase Rock or Crushed Miscellaneous Base</b>
<b>JP</b>	<b>Joint Utility Pole</b>
<b>MO</b>	<b>Months</b>
<b>TN</b>	<b>Tons (2,000 lbs.)</b>
<b>TP</b>	<b>Telephone Pole</b>

## SECTION 2 - SCOPE AND CONTROL OF THE WORK

The scope and control of work shall be governed by the provisions in Section 2, "Scope and Control of the Work", of the Standard Specifications, except as modified herein.

2-1	Award Of Contract
2-3	Subcontracts
2-3.1	General
2-3.2	Additional Responsibility
2-4	Contract Bonds
2-5	Plans And Specifications
2-5.1	General
2-5.3	Submittals
2-5.3.1	General
2-5.3.2	Working Drawings
2-5.3.3	Shop Drawings
2-5.3.4	Supporting Information
2-6	Work To Be Done
2-9	Surveying
2-9.2	Survey Service
2-11	Inspection
2-11.1	Quality Control
2-11.2	Re-Inspection

### **2-1 AWARD AND EXECUTION OF CONTRACT.** *Replace with the following:*

**BASIS OF AWARD:** The award of the contract, if awarded, will be made within 90 days after the opening of bids to the lowest responsible bidder whose proposal complies with all the contract requirements, based on the corrected "Total Bid" sum of the corrected extension(s) of the bid item(s) in "Total Price" column, per the "Proposal to the City of San Leandro". The lowest responsible bid may be based solely on the base bid or the total of the base bid plus the additive alternative bid. The right is reserved to reject any and all proposals.

#### Local Business Preference

- (1) Solely for the purpose of calculating the lowest bid, a sum equal to ten percent (10%) of the "Total Bid", or of the base bid and each alternate, shall be deducted from the amount of the "Total Bid", or the base bid and each alternate, respectively, up to a maximum of \$50,000 of a bid submitted by a San Leandro business as that term is defined in Section 1-6-225 of the San Leandro Municipal Code..

If, after performing the above calculation there is a tie for the lowest bid the bidder whose principal place of business is located within the City of San Leandro shall be deemed the lowest bid subject to the qualifications concerning responsibility, as required by law. If the tie bidders both have as their principal places of business the City of San Leandro, then the City Council shall draw lots to determine to whom to award the contract.

- (2) Solely for the purpose of calculating the lowest bid a sum equal to five percent (5%) of the "Total Bid", or of the base bid and each alternate, shall be deducted from the amount of the "Total Bid", or the base bid and each alternate, respectively, up to a maximum of \$50,000 of a bid submitted by a joint venture wherein one of the joint venturers is a business that has as its principal place of business, its headquarters, or a significant portion of its operations within the City of San Leandro.

The periods of time specified above within which the award of contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the Engineer and the bidder concerned.

All bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done. The Engineer's Estimate of construction quantities are approximate only, being given as a basis for the comparison of bids. The City does not expressly nor by implication agree that the actual amount of work will correspond therewith, and reserves the right to change the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or expedient by the Engineer in accordance with Section 3-2 of the Standard Specifications.

### **2-3 SUBCONTRACTS.**

#### **2-3.1 General.** *Add the following:*

Contractor shall provide all REQUIRED information, as requested, on the "List of Subcontractors", which is included in the proposal. If requested by the Engineer, all other information must be provided within 24 hours of bid opening, pursuant to Public Contracts Code Section 4104.

#### **2-3.2 Additional Responsibility.** *Add the following:*

The following items are designated as "Specialty Items" for computing the amount of work required by the Contractor pursuant to Section 2-3.2 of the Standard Specifications:

<b>Bid Item No.</b>	<b>Description</b>
	None

### **2-4 CONTRACT BONDS.** *Add the following:*

PAYMENT BOND AND PERFORMANCE BOND: The forms for the Payment Bond and Performance Bond can be found within these contract documents. Only said bond forms provided by the City shall be acceptable.

MAINTENANCE BOND: A Maintenance Bond shall be delivered to the City prior to the City's acceptance of the work. The bond shall be executed by a surety company or companies satisfactory to the City in the amount of ten percent (10%) of the contract price, or \$1,000.00, whichever is greater. The bond shall remain in force for the duration of the 1-year guarantee period. The Maintenance Bond must be in substantially the same form as set forth in these contract documents.

In addition to the Contractor's one-year guarantee, upon completion of the project and as a condition of acceptance of the project, the Contractor may be required to deliver to the Engineer written manufacturer warranties from manufacturers and/or subcontractors that guarantee and warrant specific products and installations against defects in materials and workmanship for periods following acceptance of the project. Such manufacturer warranties, if required, shall be so indicated in sections under Part 2 "Construction Materials" of the Special Provisions.

### **2-5 PLANS AND SPECIFICATIONS.** *Add the following:*

The work embraced herein shall be performed in accordance with the Standard Specifications for Public Works Construction, the 2006 edition and 2008 supplement thereto, American Public Works Association, Southern California Chapter; and Section 86 of the 2010 edition of the California Department of Transportation (CALTRANS) Standard Specifications and the Special Provisions (Technical Specifications) and Standard Plans thereto adopted by the City Engineer, the State Department of

Industrial Relations General Prevailing Wage Rates; and the State Department of Transportation Labor Surcharge and Equipment Rental Rates, and these Special Provisions and the Contract Documents.

The Contractor shall not take advantage of any apparent error or omission in the contract documents. In the event Contractor discovers any apparent error, discrepancy or omission, Contractor shall immediately call upon the Engineer to make a determination and decision on the matter.

Should any discrepancy appear, or misunderstandings arise with respect to any issue described in the contract documents, the explanation of the Engineer in relation thereto shall prevail.

In addition to the drawings incorporated with or referred to in these contract documents, the Engineer shall, from time to time during the progress of the work, furnish such additional drawings and reference specifications as may be necessary to clarify or define the intent of the contract documents in greater detail. The Contractor shall make the work conform to all such drawings and reference materials.

The plans for this project shall be as follows:

<b>Title</b>	<b>Sheet No.</b>	<b>Drawing No.</b>	<b>Case No.</b>
Title Sheet	1	3957	202
Plan Views	2 - 4	3958 - 3960	202
Digout Locations	5	3961	202
Standard Details	6	3962	202

**2-5.1 General.** *Add the following:*

The Contractor shall submit a request for information (RFI) to the Engineer whenever the intent of the contract documents is ambiguous or unclear. RFI's shall be in writing and shall be numbered sequentially. RFI's shall include references to relevant details, specification sections, and plan sheets so that the question may be easily understood. Responses to RFI's shall be considered amendments to the contract documents, and the work shall be constructed in accordance with the responses. The response to an RFI does not indicate or authorize extra work or authorize additional compensation. The Contractor must follow the procedures of Section 3 if additional compensation is desired.

**2-5.3 Submittals.** *Add the following:*

Submittals shall consist of the appropriate combination of catalog sheets, certificate of compliance, material lists, manufacturer's brochures, technical bulletins, specifications, diagrams, product samples, or other requested information necessary to describe a system, product, or item. Submittals for systems shall be bound together and include all manufactured items for the system. Six copies of each submittal shall be transmitted to the Engineer. Three copies will be returned to the Contractor.

If required by the Engineer, the Contractor shall submit samples of the slurry seal materials during the pre-construction meeting. The samples shall be accompanied by a report from a testing laboratory approved by the City paid for by the Contractor. The report shall identify source and type of each material as well as testing results showing compliance with the related materials specifications contained in these Special Provisions and the Standard Specifications. The report shall be performed and dated within thirty (30) days of the application of the material.

The Contractor shall submit a signed mix design for the Emulsion-Aggregate Slurry covering the specific materials to be used on the project. Compatibility of the aggregate, emulsion, mineral filler, and other additives shall be verified by the mix design. The mix design shall be made with the same aggregate

gradation that the Contractor shall provide on the project. The mix design shall be performed and dated within 30 days prior to the application of slurry seal.

After the slurry seal mix design has been approved, no substitution or changes of materials shall be permitted, unless approved by the City. If changes in materials are approved by the City, a new mix design shall be performed by the Contractor before the application of new materials.

At the option of the Engineer, the Contractor shall submit samples from all suppliers furnishing a minimum of the following materials with corresponding MSDS sheets. Each sample shall be clearly labeled as to its contents, the related project name and job number.

1. Samples of the Chip Seal screenings (50 pounds each sample) including location of source, name and address of supplier.
2. Samples of emulsion, 1 quart PMCRS-2h, including name and address of supplier.
3. A sample of retarder (1 pint) including name and address of supplier one quart of asphalt emulsion.
4. One (1) gallon of the base asphalt.
5. One (1) pint of the polymer additive.

**2-5.3.1 General.** *Add the following:*

Contractor's attention is directed to Section 6-1 of these Special Provisions regarding required submittals for pre-construction meeting.

Prior to the pre-construction conference and per section 6-1 of these Special Provisions, the Contractor shall submit to the City for review a tentative construction schedule, traffic control plans, 24 hour emergency phone numbers, and copies of business licenses and applicable permits, and sample flyers/door hangers for public notifications.

A partial list of the required submittals is as follows:

- Source of supply of all materials
- Certificates of compliance and certified test reports as required in Section 203-1.3
- Project Schedule including diagrams/maps indicating phasing/parking
- Sample notice to be given to residents, businesses and agencies
- 24-hour Emergency phone number list
- Business licenses

Work that utilizes processes, equipment, or materials that have not been accepted is performed at the contractors own risk. Work performed utilizing rejected processes, equipment, or materials will be removed, repaired, or redone at the Contractor's expense to the satisfaction of the Engineer.

**2-5.3.2 Working Drawings.** *Add the following:*

RECORD DRAWINGS ("As Builts"): The Contractor shall keep and maintain at the job site one record set of contract drawings. On these, it shall mark all project conditions, locations, configurations, and any another changes or deviations that may vary from the details represented on the original contract drawings, including buried or concealed construction and utility features that are revealed during the course of construction. Record drawings may be in the form of a set of prints with carefully plotted information overlaid in pencil of a clearly legible and reproducible contrasting color to the drawing, except the final record drawings shall be prepared on the reproducible prints supplied by the City.

Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or that were not indicated on the Contract Drawings. Said record

drawings shall be supplemented by any detailed sketches as necessary or as directed to indicate fully the work as actually constructed.

These master record drawings of the Contractor's representation of "as-built" conditions, including all revisions made necessary by addenda, change orders, and the like, shall be maintained up-to-date during the process of the work.

In the case of drawings that depict the detail requirement for equipment to be assembled and wired in the factory, the record drawings shall be updated by indicating those portions that are superseded by change order drawings or final shop drawings, and by including appropriate reference information describing the change orders by number and the shop drawings by manufacturer, drawing, and revision numbers.

Record drawings prepared by the Contractor shall be accessible to the Engineer at all times during the construction period and shall be delivered to the Engineer upon completion of the work.

**EFFECT ON PROGRESS PAYMENTS:** Requests for partial payments will not be approved if the record drawings are not kept current. All such record drawings will be inspected by the Engineer each month, and the City will not process monthly payment requests unless such drawings are current to the satisfaction of the Engineer.

**FINAL RECORD DRAWINGS:** Upon substantial completion of the work and prior to final acceptance by the City, the Contractor shall complete and deliver the completed set of record drawings to the Engineer conforming to the construction records of the Contractor. This set of drawings shall consist of corrected plans showing the reported location of the work. The information submitted by the Contractor and incorporated by the Engineer into the record drawings will be assumed to be reliable, and the Engineer will not be responsible for the accuracy of such information, nor for any errors or omissions that may appear on the record drawings as a result. A set of reduced record drawings, laminated in plastic, shall be provided for traffic signal work, street or park lighting work, communications systems work, and irrigation work. Such drawings shall become the property of the City.

**EFFECT ON FINAL PAYMENT:** An amount to be determined by the Engineer will be withheld from retention until the Contractor-prepared final record drawings have been delivered to the Engineer.

**2-5.3.3 Shop Drawings.** *Add the following:*

Shop drawings are required for the following items of work or components:

None

**2-5.3.4 Supporting Information.** *Add the following:*

In accordance with Section 6-1 of these Special Provisions, Contractor shall submit the following to the City for review prior to the pre-construction meeting:

- Preliminary Construction Schedule
- Construction Phasing Plan
- Traffic Control Plans
- Public Notification Flyers and/or Door Hangers
- 24-Hour Emergency Phone Numbers
- Copies of Business Licenses for Contractor and all listed Subcontractors
- The Contractors Representative
- Traffic Control Flagger Certifications (California Code of Regulations (CCR) Title 8, Section 1599)
- All other Permits as required by Federal or State Law

*The following is added to the last paragraph of Section 2-5.3.4:*

Supporting information shall also be required to be submitted for the additional following systems:

- Slurry seal mix design and certification
- Microsurfacing mix design and certification
- Asphalt rubber chip seal mix design and certifications
- Layout for “Access Open to Businesses” signs
- Traffic Stripes & Pavement Markings and Markers
- Skid-resistant thermoplastic
- 8-inch white tape for temporary delineation of crosswalks and stop bars

**2-6 WORK TO BE DONE.** *Add the following:*

**UNAUTHORIZED WORK:** Any work done beyond the lines or grades shown on the plans and specifications, or beyond lines and grades established by the Engineer pursuant to the plans, or any work done without written authority of the Engineer, or performed during unauthorized working hours, or performed without benefit of or subject to inspection, shall be consider as unauthorized work and no compensation will be allowed therefore. The Engineer shall have the authority to have such work removed and the area restored and to deduct the cost thereof from money due or to become due to the Contractor.

## **2-9 SURVEYING**

**2-9.2 Survey Service.** *Replace with the following:*

Limits of surface treatment shall be marked in the field by the Engineer.  
Limits of digout locations shall be marked in the field by the Engineer.  
All other surveying shall be the contractor’s responsibility.

**2-11 INSPECTION.** *Add the following:*

**2-11.1 Quality Control. Quality Control is distinctly the sole duty of the Contractor and said duty shall not be avoided by any act or omission on the part of the inspector(s).**

The work shall be conducted under the general observation of the Engineer acting directly and/or through various inspectors at the site and shall be subject to intermittent inspection (Quality Assurance) by said representatives of the City to assure strict compliance with the requirements of the contract documents. The presence of the inspector shall not be required nor relieve the Contractor of the responsibility for the proper execution of the work in accordance with all requirements of the contract documents.

Whenever the Contractor is ready to backfill, bury, cast in concrete, hide, or otherwise cover or make inaccessible any work under the contract, the Contractor shall notify the Engineer not less than before noon of the working day prior to the beginning of any such work to be inspected or tested, so that the required inspections can be scheduled and performed. Failure of the Contractor to notify the Engineer at least before noon of the working day before any such inspections shall be reasonable cause for the Engineer to require sufficient delay in the Contractor’s schedule to allow time for such inspections, and any remedial or corrective work required, and all costs of such delays, including its impact or effect upon other portions of the work, shall be borne by the Contractor.

The Contractor shall not call for any inspections until the Contractor is absolutely certain that all obligations for quality control have been fulfilled, and the work is in strict compliance with the requirements of the plans and specifications.

The Contractor shall be solely responsible for arranging inspections required by the Building Regulations Division or other jurisdictions where permits are required pursuant to Section 7-5 of these Special Provisions. The Engineer shall be kept informed of the status of such permits and related inspections.

**2-11.2 Re-inspection.** *This subsection is added:*

A re-inspection fee may be assessed for each inspection or re-inspection when:

1. Such portion of work for which inspection is called is not complete, or when corrections called for are not made.
2. When the permits are not properly posted at the work site.
3. The approved plans are not readily available to the inspector.
4. When the Contractor fails to provide access to the work on the date for which inspection is requested.
5. For obvious non-compliance and/or for deviating from plans and specifications without the required approval of the Engineer.
6. Any unauthorized work.
7. Work not subject to initial inspection.
8. Continuous failure of material testing.

To obtain a re-inspection, the applicant shall request re-inspection in writing before noon of the working day before re-inspection is required, including agreement for payment of the inspector's current hourly rate, plus laboratory costs for repeated materials testing.

In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been deducted from money due or to become due to the Contractor.

## SECTION 3 - CHANGES IN WORK

Changes in work shall be governed by provisions in Section 3, “Changes In Work”, of the Standard Specifications, except as modified herein.

3-2.1.1	Changes Initiated By The City
3-3	Extra Work
3-3.1	General
3-3.2	Payment
3-3.2.1	General
3-3.2.2	Basis For Establishing Costs
3-3.2.3	Mark Up
3-3.3	Daily Reports By Contractor
3-4	Changed Conditions
3-5	Disputed Work
3-6	False Claims Act Certification

### 3-2 CHANGES INITIATED BY THE AGENCY.

#### 3-2.1 General.

Changes greater than 25 percent (25%) of the total cost of the following contract items may be made by the City without adjustment in the contract unit prices:

Bid Item No.	Description
None	None

### 3-3 EXTRA WORK. *Add the following:*

Extra work shall require a signed contract change order, or a written order from the City, authorizing Contractor to proceed with extra work for an agreed upon price. The expressed terms of the signed change order shall govern over any conflicting documents, including but not limited to, any proposals for change orders.

Work performed in response to an emergency shall be performed on an extra work basis (time and material basis) and shall be governed by this section.

#### 3-3.1 General. *Add the following:*

When forces or labor used for extra work are not those of the Contractor or subcontractors, such forces or labor shall be treated as subcontractors and the Contractor shall be responsible for their work.

#### 3-3.2 Payment.

##### 3-3.2.1 General. *Add the following:*

When changes in work are to be paid for as Extra Work, in accordance with Section 3-3.2, “Payment”, of the Standard Specifications, the labor, materials, and equipment used in the performance of such work shall be subject to the approval of the City.

**3-3.2.2 Basis for Establishing Costs.** *This subsection is revised as follows:*

(a) **Labor:** The cost of labor for the workers used in the actual and direct performance of the work, whether the employer is the Contractor, subcontractor, or other force, will be the sum of the following:

The actual wages paid at a rate not to exceed the State of California Department of Industrial Relations General Prevailing Wage Rates. The wages shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation, apprenticeship funds, and similar purposes (fringe benefits).

The use of a labor classification that would increase the extra work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental. The labor cost for foremen shall be proportioned to all of their assigned work and only that applicable to extra work will be paid.

Non-direct labor costs, including superintendence, shall be considered part of the markup of 3-3.2.3 (a).

To the actual wages, as defined above, will be added a labor surcharge set forth in the California Department of Transportation publication entitled “Labor Surcharge and Equipment Rental Rates”, which is in effect on the date upon which the work is accomplished. The labor surcharge shall constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to, or on behalf of, the workers, other than actual wages as defined above. The six items included are Workers Compensation, Social Security, Medicare, Federal Unemployment, State Unemployment, and State Training Taxes.

Fringe benefit statements from applicable collective bargaining units shall be provided for verification.

(b) **Materials:** *No additions, deletions, or revisions.*

(c) **Tool and Equipment Rental:** *Revise the second paragraph to read:*

The rates to be used in determining equipment rental costs of Contractor owned and maintained equipment shall be the lesser of listed rates prevailing locally at equipment rental agencies or distributors, or of listed rates in the California Department of Transportation publication entitled “Labor Surcharge and Equipment Rental Rates”, at the time the work is performed. The rates to be used in determining equipment rental costs of equipment obtained at local equipment rental agencies or distributors shall be paid per invoice. The Contractor’s owned equipment shall be used to the greatest extent possible.

*Revise the fourth paragraph to include:*

Rental rates for Contractor owned/maintained equipment not in actual use that remains at the work site exclusively to perform the extra work shall be adjusted by the Delay Factor Rate up to eight (8) hours, and equipment used in excess of eight (8) hours per day or on weekends and holidays shall be adjusted by the Overtime Factor per the “Labor Surcharge and Equipment Rental Rates”.

(d) **Other Items:** *No additions, deletions, or revisions.*

(e) **Invoices:** *No additions, deletions, or revisions.*

**3-3.2.3 Markup.** *Replace with the following:*

(a) **Work by Contractor:** The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

- |                                 |     |
|---------------------------------|-----|
| 1) Labor                        | 33% |
| 2) Materials                    | 15% |
| 3) Equipment Rental             | 15% |
| 4) Other Items and Expenditures | 15% |

(b) **Work by Subcontractor:** When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3 (a) shall be applied to the Subcontractor's actual cost of such work. A markup of ten percent (10%) on the first \$5,000 of the subcontracted portion of the extra work and a markup of five percent (5%) on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

The above markups shall constitute full compensation for all non-direct overhead costs not specifically designated as costs in Section 3-3.2.2 of these Special Provisions, including but not limited to fixed field cost (field overhead), home office overhead, liability insurance, and increased insurance and bond premiums. The total payment made as provided above shall be deemed to be the actual cost of the work and shall constitute full compensation therefore.

**3-3.3 Daily Reports by the Contractor.** *Add the following:*

Contractor (and Subcontractors) shall submit DEW (Daily Extra Work) Reports on the attached form.

**3-4 CHANGED CONDITIONS.** *Add the following:*

Any notice of Changed Conditions shall include any potential delay claims, and any potential claims for additional compensation in accordance with Section 6-6 of the Standard Specifications and these Special Provisions.

**3-5 DISPUTED WORK.** *Add the following:*

For claims of less than three hundred and seventy five thousand dollars (\$375,000), the procedure for claims resolution shall be as stipulated in Article 1.5 of the California Public Contracts Code.

**3-6 FALSE CLAIMS ACT CERTIFICATION.** *This subsection is added:*

All change orders submitted by the Contractor, and any claim for additional compensation must be accompanied by the following declaration:

"I, \_\_\_\_\_, being the \_\_\_\_\_ of \_\_\_\_\_ (Contractor), declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached request for change order and know its contents, and said request for change order is made in good faith; that it is supported by truthful and accurate data; that the amount requested and the additional time requested accurately reflects the allowable expenses that would be incurred, and the time necessary, to perform the change order; and further, that I am familiar with California Penal Code Section 72 and California Government Code Section 12650, et seq., pertaining to false claims, and further know and understand that submission or certification of a false claim may lead to fines, imprisonment, or other severe legal consequences."



## SECTION 4 - CONTROL OF MATERIALS

Contractor's attention is directed to Section 4, "Control of Materials", of the Standard Specifications.

4-1	Materials And Workmanship
4-1.5	Certification

### **4-1 MATERIALS AND WORKMANSHIP.**

#### **4-1.5 Certification.** *Add the following:*

A Certificate of Compliance shall be furnished prior to the use of any materials for which these Special Provisions require that such a certificate be furnished. In addition when so authorized in these Special Provisions, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials comply in all respects to the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of materials delivered to the work and the lot so certified shall be clearly identified in the certificate.

All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that a material is used on the basis of a certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the work which conforms to the requirements of the plans and specifications and any material not conforming to such requirements will be subject to rejection whether in place or not.

The City reserves the right to refuse to permit the use of material on the basis of Certificate of Compliance

The form of the Certificate of Compliance and its disposition shall be as directed by the Engineer.

## SECTION 5 - UTILITIES

Contractor's attention is directed to Section 5, "Utilities", of the Standard Specifications, except as modified herein.

- 5-1 Location
- 5-2 Protection

**5-1 LOCATION.** *The third and fourth paragraphs are revised as follows:*

As provided in Section 4216 of the California Government Code, Contractor shall contact the Underground Service Alert (USA) of Northern California at 1-800-227-2600 and provide them the limits of work a minimum of two working days prior to starting excavation operations at a given location. In addition, Contractor shall submit each USA ticket number and OSHA Activity Notification Form, (including the submitted work limits, date, and time issued), to the Engineer prior to starting excavation operations at that location. Contractor shall also keep the applicable USA ticket open until completion of excavation operations at a given location.

The California Department of Transportation (Caltrans) is not required by Section 4216 to become a member of the regional notification center. If work is within a Caltrans Right-Of-Way (ROW), Contractor shall contact Caltrans for location of Caltrans' underground utilities. It should be noted that Caltrans marks the approximate locations of its utilities only as a "courtesy" and makes no assurances as to the accuracy of the markings. Contractor shall take additional measures to verify Caltrans utility markings.

Caltrans Electrical Maintenance: (510) 638-1201; (510) 268-4409

**5-2 PROTECTION** *Add the following to the end of the fourth paragraph:*

In addition to the requirements of Section 5-2 of the Standard Specifications, In the event of disturbance or damage to a sewer line to the extent that an emergency sewer point repair is required, the Contractor shall contact the Engineer (and Caltrans if in its ROW) immediately for additional instructions prior to beginning repairs.

Contractor shall protect the existing sanitary sewer system from blockages, surcharges, and overflows. Contractor shall not plug, reroute, or bypass flows that will cause undue stress on the system or cause overflows at the Water Pollution Control Plant (WPCP) or within the community. When pipeline cleaning operations are being performed, (per Section 500-1.1.4 of the Standard Specifications), debris and particulates shall be collected at the downstream manhole and removed from the pipeline. In addition, Contractor shall implement flow velocity reduction measures at a downstream manhole to maximize the collection of particulates and debris (i.e., use of a flow-through plug, grating, 'chain-ball,' weir, etc.).

### **WPCP Phone Numbers:**

Monday – Friday	7:00 a.m. to 4:00 p.m.	(510) 577-3434
	After Hours	(510) 577-3459

## SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

The prosecution of work, progress, and acceptance of work shall be done in accordance with Section 6, "Prosecution, Progress, and Acceptance of the Work", of the Standard Specifications, except as modified herein.

6-1	Construction, Schedule, And Commencement Of Work
6-2	Prosecution Of Work
6-5	Termination
6-4	Written Notice And Report
6-7.2	Working Days
6-8	Completion, Acceptance And Warranty
6-9	Liquidated Damages
6-10	Use Of Improvement During Construction

### **6-1 CONSTRUCTION, SCHEDULE AND COMMENCEMENT OF WORK.** *Add the following:*

The Contractor shall not begin work until the Notice to Proceed is issued by the City. Contractor shall diligently prosecute the work to completion before the expiration of

**45** working days for Base Bid  
+  
**10** working days if Additive Bid A is incorporated into contract

The number of working days noted above includes the three weeks between herbicide application and installation of street sealing treatments.

The City shall begin charging working days on the fifth working day following the date of issuance of the Notice to Proceed.

**Failure to complete the work within allotted working days shall subject the Contractor to liquidated damages in accordance with Section 6-9 of these Special Provisions.**

Prior to the issuance of the Notice to Proceed, a pre-construction conference will be held at the office of the Engineer between the City and the Contractor. The purpose of this meeting shall be to discuss the scope of work, the plans and specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and satisfactory completion of the project as required. The Contractor's representatives at this conference shall include the project manager, superintendent, foremen, and major subcontractors. This pre-construction conference will be scheduled immediately after the contract agreement has been approved by the City.

Five (5) working days prior to the pre-construction conference, the Contractor shall submit six (6) copies of the following documents:

1. A preliminary construction schedule pursuant to Section 6-1 of the Standard Specifications in a form acceptable to the Engineer. At a minimum, the schedule will detail the proposed starting and proposed completion dates of the various activities, submittal schedule, procurement of materials, and scheduling of manpower and equipment, and a critical path of controlling operations. Subcontractors' schedules shall be incorporated into the general contractor's schedule.

Within the first seven working days of this project, the Contractor shall submit a final construction schedule to the Engineer.

**For each day beyond the submission deadline that the City does not receive the schedule, the Contractor shall be subject to liquidated damages in accordance with Section 6-9, deducted from money due or to become due to the Contractor.**

All schedule changes shall be submitted to the Engineer prior to the revised tasks being performed. All changes are subject to any limitations placed on the order of work made by these specifications.

**The Contractor shall be subject to liquidated damages in accordance with Section 6-9, deducted from money due or to become due to the Contractor, for any work task performed outside of the project schedule.**

A. City Review of Schedule. The City may review the Contractor's submitted schedule and may note any exceptions. The Contractor shall correct any exceptions noted by the City within five (5) working days of being notified of the exceptions. The City's acceptance of a schedule does not relieve the Contractor from sole responsibility for scheduling, sequencing, and pursuing the work to comply with the requirements of the contract documents. The City shall not accept any schedule that provides for a completion date earlier than the Time of Completion. The City shall not accept any project schedule or schedule of values shows that the Contractor has engaged in front-end loading. "Front-end loading" is defined as the overestimation of the cost of work to be performed at the beginning of the project and underestimating the cost of work to be performed at the end.

B. Update of Schedule. After submission of a schedule to which the City has taken no exceptions, the Contractor shall submit an updated schedule monthly, or with each progress payment request, whichever is more frequent, or upon the request of the Engineer until completion of the work. The updated schedule shall include as-built information on the actual progress of work as of the date specified in the updated schedule and anticipated changes to planned activities.

In addition to monthly schedule updates, a two week "look ahead schedule" shall be provided at weekly progress meetings.

C. Float. The schedule shall show early and late completion dates for each task. The number of days between these dates shall be designated as "float". Float shall be designated to the project and shall be available to both the City and the Contractor as needed.

D. Failure to Submit Schedule. If the Contractor fails to submit the schedule within the time period specified in this Section, or the updated schedule as specified in this Section, or submit a schedule to which the City has taken uncorrected exceptions, the City shall be entitled to withhold payment for the next application for payment submitted after the schedule or updated schedule becomes late until such time as an acceptable schedule or updated schedule is submitted to the City.

E. Responsibility for Schedule. The Contractor shall have sole and exclusive responsibility for creating the schedule and properly updating it. The City has no authority to approve the schedule. The City may note exceptions to any schedule submitted by the Contractor. However, it shall be the Contractor's sole responsibility to determine the proper method to address exceptions and the City's review of the schedule shall not serve to place any such obligation on the City. Whenever a schedule update shows a completion date beyond the Time of Completion, the Contractor shall submit a proposed recovery schedule to the City.

F. Submission of Schedules. Schedules and updated schedules shall be submitted in hard copy or in an electronic format. Contractor may use Microsoft Project, or other scheduling software, subject

to the approval of the Engineer. The submission of a schedule in compliance with this section shall not relieve the Contractor of any other reporting requirements set forth in the contract documents.

G. Specification of “activity”. As used in this Section, an “activity” is specified as follows:

- 1) Each activity shall be a unit of work that requires an amount of time for its performance not exceeding fifteen (15) days;
  - 2) Each activity shall be a logically separate part of the work, defined by an observable start and an observable finish;
  - 3) The scope of the activity shall be formed from the largest grouping of related operations that permit a continuous and measurable flow of work and that can proceed without affecting or being abetted by other activities;
  - 4) The scope of the activity shall be small enough to permit a reasonable appraisal of its status.
2. Traffic Control Plans for each of the various stages and activities of construction, pursuant to Section 7-10.3 of the Special Provisions acceptable to the Engineer. Include all subcontractor operations and whether the general or subcontractor will perform traffic control.

Within the first seven (7) workdays of this project, the Contractor shall submit final Traffic Control Plans to the Engineer.

**The Contractor shall be subject to liquidated damages in accordance with Section 6-9, deducted from money due or to become due from the Contractor, for each day beyond the submission deadline that the City does not receive the plans.**

No change may be made to the final Traffic Control Plans unless approved by the Engineer.

**The Contractor shall be subject to liquidated damages in accordance with Section 6-9, deducted from money due or to become due from the Contractor, for each item changed on the final Traffic Control Plans without the Engineer’s authorization.**

3. Sample flyers and/or door hangers pursuant to Section 7-10.1.2, “Public Notification”.
4. The name, daytime phone number, and 24-hour emergency phone number of the Contractor’s representatives(s) pursuant to Section 7-6 of the Standard Specifications.
5. Photocopies of current business licenses for Contractor and all listed subcontractors.

**EFFECT ON PROGRESS PAYMENT:** Progress payments will not be approved until business licenses from the Contractor and all listed subcontractors have been submitted.

6. Photocopies of applicable licenses, permits, certifications, documents, etc. pursuant to Section 7-5 “Permits”.

No work will be permitted until the Contractor has satisfactorily complied with all elements of this Section. Notwithstanding the foregoing, a Notice to Proceed may be issued to the Contractor on the day of the scheduled pre-construction meeting. The City shall start charging working days on the fifth working day following the issuance of Notice to Proceed. Contractor shall not be due additional compensation or working days due to non-compliance with this Section.

**The Contractor shall be subject to liquidated damages per Section 6-9 of these Special Provisions for failure to follow stated directives of this Section.**

**6-2 PROSECUTION OF WORK.** *Add the following:*

Prior to commencing construction the Contractor shall complete, to the satisfaction of the Engineer, the following:

1. Construction Phasing Plan
2. Advisory Signs
3. Temporary Mounted Construction Area Signs
4. Public Notice Distribution
5. No Parking Signs placed
6. Reference and remove pavement markers and striping
7. Establish staging/stock piling location.

Unless otherwise noted, the Contractor shall execute the work in the order as follows:

1. Work shall be phased to allow parking within 1000 ft. of residential, commercial, and industrial areas
2. Work shall be phased to allow parking on adjacent streets
3. Notify adjacent residents and businesses
4. Excavate and backfill digouts
5. Sweep, clean, remove weeds/vegetation, grease and oil deposits from roadways
6. Mark and protect utility covers
7. Remove and reinstall speed cushions
8. Remove existing striping, but no sooner than one week prior to application of street sealing treatment
9. Install street sealing material (slurry seal, microsurfacing, asphalt rubber chip seal)
10. No more than 25,000 SY of Slurry Seals shall be placed per slurry crew per day.
11. No more than 25,000 SY of Asphalt Rubber Chip Seal shall be placed per crew per day.
12. Adjust utility frame & covers to grade
13. Uncover utility covers
14. Install striping layout (cat tracking) and notify Engineer for review
15. Sweep and prepare roadways for striping
16. Install roadway striping and pavement markers
17. Sweep and prepare roadways for final inspection and acceptance

**6-5 TERMINATION OF CONTRACT.** *Replace with the following:*

1. In addition to all other available remedies that the City may have under the agreement, and at law or equity, the City may terminate the Contractor's control of the work:
  - A. If the Contractor or any of its subcontractors engaged in the performance of the work fails to timely perform the work or any of the Contractor's material obligations under the contract documents (including but not limited to, submission of an acceptable schedule) except due to reasons beyond the control of the Contractor pursuant to the contract documents.
  - B. If the Contractor is adjudged bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its creditors.
  - C. If the Contractor or any of the subcontractors engaged in the performance of the work persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials for the timely completion of the work.

- D. If the Contractor fails to make prompt payment to subcontractors engaged in the performance of the work or for material or labor used in the performance of the work in accordance with the contract documents and applicable law.
  - E. If the Contractor or any subcontractors engaged in the performance of the work persistently disregard laws or ordinances applicable to the performance of the work, or the instructions of the City, the construction manager, the architect, or other authorized representatives of the City.
  - F. For any reason or for no reason, at the City's sole discretion.
2. If the City intends to terminate the Contractor's control of the work for any of the reasons specified in this section, the City will immediately serve written notice to the Contractor and its sureties. Notice of the City's intent to terminate the Contractor's control of the work will be given by certified mail and will specify the grounds for termination, the required cure, if any, and the time by which the cure must be performed. Upon receipt of notice of the City's intent to terminate the Contractor's control of the work, the Contractor will have ten (10) days from receipt of the notice, or a longer time specified in the notice, to cure its default. If the Contractor does not perform the required cure by the time specified in the notice, the City will issue a written notice of termination to the Contractor and its sureties by certified mail. The notice of termination will specify:
    - A. That upon receipt of the notice the Contractor's right to perform or complete the work, including on behalf of the Contractor's sureties, is terminated;
    - B. That the Contractor's sureties will have the right to take over and complete the work and perform all of the Contractor's remaining obligations that have accrued under the agreement;
    - C. That if the Contractor's sureties do not both give the City written notice of their intention to take over and perform the agreement and commence completion of the work and performance of all of the Contractor's remaining obligations that have accrued under the agreement within ten (10) days after receipt of notice of termination, the City may declare the Contractor's sureties in default and take over the completion of the work, or have the work completed for the account and at the expense of the Contractor and its sureties, and the Contractor and its sureties will be liable to the City for any resulting excess cost.
  3. The City may, in addition to all other available remedies that the City may have under the contract documents and at law or equity, deduct any such excess cost of completing the work from amounts that are due or that may become due the Contractor.
  4. Upon termination of the Contractor's control of the work, the Contractor will, if so directed by the City, immediately remove from the work site any and all materials and personal property belonging to the Contractor that have not been incorporated in the work and the Contractor and its sureties will be liable upon their bond for all damages caused the City by reason of the Contractor's failure to complete the work.
  5. The City reserves the right to refuse use of any Contractor assigned by any surety to complete the work.
  6. If the City completes or has completed any portion of, or the whole of the work, following termination of the Contractor's control of the work, the City will neither be liable for nor account to the Contractor or the Contractor's sureties in any way for the time within which, or the manner in which such work is performed, or for any changes made in such work or for the money expended in satisfying claims, suits, or other obligations in connection with completing the work.

7. If, following termination of the Contractor's control, the unpaid balance of the contract price exceeds all costs of completing the work, the difference will be paid to the Contractor.
8. If the agreement or Contractor's control of the work is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor.

## **6-6 DELAYS AND EXTENSIONS OF TIME.**

### **6-6.4 Written Notice and Report.** *Replace with the following:*

If the Contractor desires payment for a delay as specified in Section 6-6.3 or an extension of time, the Contractor shall, within 15 days after the beginning of the delay, file with the City a written request and report as to the cause and extent of the delay. Said request shall be clearly titled, "Notice of Potential Claim." Failure by the Contractor to file these items within the time specified will be considered grounds for refusal by the City to consider such requests.

Upon receipt of a written request for extension of time or payment, the Engineer shall ascertain the facts and the extent of the delay, and his findings thereon shall be final and conclusive.

## **6-7 TIME OF COMPLETION.**

### **6-7.2 Working Day.** *Add the following:*

Unless otherwise directed or authorized, the Contractor's normal working day activities shall be limited to the hours between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding designated City holidays and other non-working days.

All work shall be completed within the specified working hours on each working day or the Contractor shall be responsible for payment of inspection overtime at the current inspector's hourly overtime rate, including travel time where applicable, with a minimum charge of one (1) hour.

Working hours for work performed on non-working days (Saturday and Sunday), if permitted by the Engineer, shall be 8:00 a.m. to 6:00 p.m. unless otherwise approved in writing.

No work on holidays or other non-working days will be permitted unless approved in writing by the Engineer.

Deviation from normal working hours will not be allowed without prior written consent of the Engineer. In the event work is allowed by the Engineer outside of the normal working hours, at the written request of and for the benefit of the Contractor, inspection service fees shall be levied against the Contractor at the inspector's current hourly overtime rate, with a minimum charge of four (4) hours. The Contractor shall submit said written request no later than forty-eight (48) hours prior to the proposed work outside of the normal working hours.

The above charge may also be levied if inspection services are deemed necessary by the Engineer as a matter of public safety.

The following are the designated City holidays:

1. January 1 (New Year's Day).
2. The third Monday in January (Martin Luther King Jr.'s Birthday).
3. The second Monday in February (Lincoln's Birthday).
4. The third Monday in February (Washington's Birthday).

5. The last Monday in May (Memorial Day).
6. July 4 (Independence Day).
7. The first Monday in September (Labor Day).
8. November 11 (Veterans' Day).
9. The fourth Thursday in November (Thanksgiving Day).
10. The day after Thanksgiving Day.
11. December 24 (Christmas Eve) through December 31 (New Year's Eve)

When a designated holiday falls on a Saturday, the preceding Friday shall be a designated holiday. When a designated holiday falls on a Sunday, the following Monday shall be a designated holiday.

**Contractor's attention is hereby directed to Section 7-8, "Project Site Maintenance", and Section 7-10, "Public Convenience and Safety", of the Standard Specifications, regarding continuous project site maintenance and mud and dust control being provided 24 hours/day, 7 days/week.**

The Contractor shall not be charged for a working day for days on which the Contractor is prevented by inclement weather or conditions resulting immediately therefrom adverse to the current controlling operation or operations, as determined by the Engineer, from proceeding with at least seventy-five percent (75%) of the normal labor and equipment force engaged on such operation or operations for at least sixty percent (60%) of the total daily time being currently spent on the controlling operation or operations.

Should the Contractor prepare to begin work at the regular starting time of any day on which inclement weather, or the conditions resulting from the weather, or conditions of the work, prevents the work from beginning at the usual starting time and the crew is dismissed as a result thereof, the Contractor will not be charged for a working day whether or not conditions should change thereafter during said day and the major portion of the day could be considered to be suitable for such construction operations.

The current controlling operation or operations is to be construed to include any feature of the work (e.g., an operation or activity, or a settlement or curing period) considered at the time by the Engineer and the Contractor, which, if delayed or prolonged, will delay the time of completion of the contract.

Determination that a day is a non-working day by reason of inclement weather or conditions resulting immediately therefrom shall be made by the Engineer. The Contractor will be allowed 15 days from the issuance of the Weekly Statement of Working Days in which to file a written protest setting forth in what respect Contractor differs from the Engineer, otherwise the decision of the Engineer shall be deemed to have been accepted by the Contractor as correct. The Engineer will furnish the Contractor a weekly statement showing the number of working days charged the preceding week, the number of working days remaining to complete the contract, and the date for completion thereof.

The Contractor will not be allowed any additional working days for any delay that does not affect the critical path as specified in the Contractor's schedule.

**6-8 COMPLETION, ACCEPTANCE, AND WARRANTY.** *Add the following to paragraph two (2):*

Upon acceptance of the work and upon receipt and approval of the required documents (Record Drawing, Final Agreement of Quantities, Maintenance Bonds, Manufacturer Warranties, etc.) The Engineer will have a Notice of Completion recorded with the Alameda County Recorder's Office. All guarantee periods shall commence on date of said recordation.

The following paragraphs replace paragraph three (3) of Section 6-8 of the Standard Specifications:

**GUARANTEE.** The Contractor guarantees all of the work for one year from the date the City accepts the work. Upon receiving written notice of a need for repairs that are directly attributable to defective materials or workmanship, the Contractor must make good any defects arising or discovered in any part of the work by diligently commencing the necessary repairs within seven (7) days from the date of notice from the City. The guarantee and conditions shall be secured by a Maintenance Bond, as described in Section 2-4.

If the Contractor fails to make good any defects in the work in accordance with this provision, in addition to any other available remedy under the contract or at law or equity, the City may make good or have made good such defects in the work and deduct the cost from amounts that may be due or become due the Contractor, and/or call on the Contractor’s Maintenance Bond for the cost of making good such defects and for the City’s reasonable legal costs, if any, of recovering against the bond.

Notwithstanding the preceding, the Contractor shall remain responsible for repairing any work found to be defective at its sole cost regardless of when such defect is discovered by the City.

In addition to the Contractor’s one-year guarantee, and the Contractor’s ongoing obligation to repair any defective work, upon completion of the project and as a condition of acceptance of the project, the Contractor must deliver to the Engineer all written manufacturer warranties from manufacturers and/or subcontractors that guarantee and warrant specific products and installations against defects in materials and workmanship for periods following acceptance of the project. Such manufacturer warranties, if required, shall be so indicated in sections under Part 2 “Construction Materials” of the Special Provisions.

**6-9 LIQUIDATED DAMAGES** *Replace with the following:*

Time is of the essence in the Agreement. By execution of the Agreement, the City and the Contractor (and Subcontractors) agree that it will be difficult or impossible to determine the actual damage that the City will sustain in the event of the Contractor’s failure to fully perform the work or to fully perform all of the Contractor’s obligations that have accrued pursuant to the agreement by the time for completion. Accordingly, the City and the Contractor agree in accordance with California Government Code Section 53069.85 that the Contractor will forfeit and pay to the City liquidated damages in the sum of **\$500.00 per day** for each and every calendar day completion of the work or performance of all of the Contractor’s obligations that have accrued pursuant to the agreement is delayed beyond the time for completion. The City and the Contractor further agree in accordance with California Government Code Section 53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time the agreement was made, and that the City may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due the Contractor under the agreement.

In addition, the Contractor shall pay the following sums for the associated liquidated damages:

<b>Failure to provide and/or non-compliance to or violation of accepted construction scheduling and/or phasing, per Section 6-1 and 6-2</b>	<b>\$250.00</b>	<b>per each calendar day</b>
<b>Failure to provide and/or non-compliance with accepted Traffic Control Plans per Sections 6-1 and 7-10.3</b>	<b>\$250.00</b>	<b>per each calendar day</b>
<b>Performance of unauthorized work, per Section 2-6</b>	<b>\$150.00</b>	<b>per each incident</b>
<b>Failure to provide adequate Project Site Maintenance 24/7, per Section 7-8</b>	<b>\$250.00</b>	<b>per each calendar day</b>

<b>Storage of equipment and/or materials in public streets, per Section 7-10.2</b>	<b>\$250.00</b>	<b>per each calendar day/incident</b>
<b>Failure to provide cat-tracking within 24 hours of final street sealing treatment and/or permanent markings installed within 5 working days of cat-tracking approval, per Section 310-5.6.1</b>	<b>\$250.00</b>	<b>per each calendar day</b>
<b>Failure to provide temporary traffic markings within 24 hours after striping removal per Section 310-5.6.1</b>	<b>\$250.00</b>	<b>per each calendar day</b>
<b>Failure to provide adequate street sweeping within 24-48 hours, per Sections 302-4.3.2 and 302-2.6</b>	<b>\$500.00</b>	<b>per each calendar day</b>

Each location, incident, non-compliance situation, and/or violation shall be considered separate occurrences and the resulting payments for damages are cumulative (even if occurred on same day).

**6-10 USE OF IMPROVEMENT DURING CONSTRUCTION.** *Add the following:*

Contractor will not be allowed any compensation due to any delay, hindrance, or inconvenience to Contractor's operations caused by City's decision to take over all or part of any completed facility or appurtenance.

Full compensation for conforming to the requirements in this Section of the Special Provisions shall be considered to be included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

## SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

Contractor's attention is directed to Section 7, "Responsibilities of the Contractor", of the Standard Specifications, except as modified herein.

7-2.2	Laws
7-2.2.1	Hours of Labor
7-2.2.2	Prevailing Wage
7-2.2.4	Payroll Records
7-2.2.5	Labor And Non-Discrimination
7-3	Liability Insurance
7-5	Permits
7-6	The Contractor's Representative
7-8	Work Site Maintenance
7-8.1	General
7-8.1.1	Recycling Of Construction Material
7-8.1.2	Vermin Control
7-8.2	Air Pollution Control
7-8.3	Noise Control
7-8.4	Storage of Equipment and materials
7-8.5	Sanitary Sewer
7-8.6	Water Pollution Control
7-8.6.1	General
7-8.6.4	Dewatering
7-8.6.4.1	Pavement Saw-Cutting Operations
7-8.6.4.2	Pavement Operations
7-8.6.4.3	Concrete Operations
7-8.6.4.4	Grading and Excavation Operations
7-8.6.4.5	Spill Prevention and Control
7-8.6.4.6	Vehicle/Equipment Cleaning
7-8.6.4.7	Contractor Training and Awareness
7-8.6.4.8	Good Housekeeping Practices
7-8.6.4.9	Drainage Control
7-8.6.4.10	Enforcement
7-8.6.5	Payment
7-10	Public Convenience and Safety
7-10.1	Traffic and Access
7-10.1.1	Pedestrian Access
7-10.2	Storage of Equipment and Materials in Public Streets
7-10.2.1	Construction Staging/Stockpile Locations
7-10.3	Street Closures, Detours, and Barricades
7-10.3.1	Restricted Parking
7-10.3.2	Street Closures and Access
7-10.3.3	Traffic Control Plan Requirements
7-10.3.4	Implement Traffic Control
7-10.4	Safety
7-10.4.1	Safety Orders
7-10.4.5	Illness and Injury Prevention Program

### 7-2.2 LABOR.

**7-2.2 Laws.** *This subsection is added:*

**7-2.2.1 Hours of Labor.**

Eight hours of labor constitutes a legal day's work. The Contractor shall forfeit, as a penalty to the City, \$25.00 for each worker employed in the execution of the contract by the Contractor or 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 forty (40) hours in any one calendar week in violation of the provision of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day not less than one and one-half times the basic rate of pay, as provided in said Section 1815.

**7-2.2.2 Prevailing Wage.**

The City Council by Resolution No. 77-236 has adopted the general prevailing wage rates determined by the Director of Industrial Relations, State of California, to be part of this contract. The general prevailing wage rates applicable to the County of Alameda are listed in the publication entitled "General Prevailing Wage Rates". This document is hereby made part of this contract by reference. Copies of the current versions of this document are on file in the office of the City Clerk, City Hall, 835 East 14th Street, San Leandro, California.

The City will not recognize any claim for additional compensation because of payment by the Contractor of any wage in excess of the prevailing wage rates set forth in the General Prevailing Wage Rates which is part of this contract. The possibility of wage increases is one element to be considered by the Contractor in determining a bid, and will not under any circumstances be considered as a basis of claim against the City on the contract.

The Contractor shall comply with Labor Code Sections 1774 and 1775. The Contractor shall forfeit, as a penalty, \$50.00 per each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates in violation of the provisions of the Labor Code, and in particular Labor Code Sections 1770 to 1780 inclusive. In addition to said penalty, the difference between such stipulated prevailing wage rates and the amounts paid for each worker paid less than the stipulated prevailing wage rates shall be paid to each of said workers by the Contractor.

**7-2.2.4 Payroll Records.**

The Contractor must comply with Labor Code Section 1776. The Contractor shall also be responsible or compliance by all Subcontractors.

The penalties specified in Subdivision (g) of the Labor Code Section 1776 for noncompliance with the provisions of said Section 1776 may be deducted from any monies due or which may become due to the Contractor.

A copy of all payroll shall be submitted with each progress payment application to the Engineer. Payrolls shall contain the full name, address, and social security number of each employee, their correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which their name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or its agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the City or on any form with identical wording. The Contractor shall be responsible for submission of copies of payrolls of all subcontractors.

**EFFECT ON PROGRESS PAYMENTS:** If by the 15th of the month, the Contractor has not submitted satisfactory payrolls for all work performed during the monthly period ending on or before the 1st of that month, the City will retain an amount equal to ten percent (10%) of the estimated value of the work performed (exclusive of mobilization) during the month from the next monthly estimate, except that such retention shall not exceed \$10,000 nor be less than \$1,000. Retentions for failure to submit satisfactory payrolls shall be additional to all other retentions provided for in the contract. The retention for a failure to submit payrolls for any monthly period will be released for payment on the monthly estimate for partial payments following the date that all the satisfactory payrolls for which the retentions were made are submitted.

The Contractor and each subcontractor shall preserve their payroll records for a period of 3 years from the date of the acceptance of the project.

#### **7-2.2.5 Labor Non-Discrimination.**

Contractor shall comply with the Affirmative Action/Non-Discrimination and Equal Employment requirements of the City.

1. During the performance of this contract, Contractor agrees as follows:
  - A. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, handicap, age, or national origin. Contractor will take affirmative action to ensure that applicants for employment are employed, and that employees are treated equally during employment, without regard to their race, color, religion, handicap, sex, sexual orientation, age, or national origin. Such action shall include but not be limited to the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
  - B. Contractor will incorporate the above Affirmative Action/Non-Discrimination provisions in all subcontracts for services covered by this contract.
  - C. Minority and Female-Owned Business Enterprise. In connection with the performance of this contract, Contractor shall comply with the City's current policies as required by State or Federal Law and/or use its best efforts to obtain the maximum utilization of minority and female-owned business enterprises based in San Leandro and ensure that minority and female-owned enterprises based in San Leandro shall have maximum practicable opportunity for subcontractor work under this contract.
  - D. General Employment Provisions Relating to Handicap/Disability Discrimination. No qualified individual with a handicap or disability shall, solely on the basis of such handicap or disability, be subjected to discrimination in employment by Contractor.
  - E. Reports. Contractor shall provide such reports and/or documents to City as reasonably requested demonstrating compliance with the terms hereof.
  - F. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

“No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter.”

If the project is funded by fiscal assistance from another governmental entity, Contractor shall comply with all applicable rules and regulations of such fiscal assistance program incorporated into the Special Provisions.

**7-3 LIABILITY INSURANCE** *Replace with the following:*

**1. INSURANCE REQUIREMENTS**

Before beginning any work under this Agreement, Contractor, at its own expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work for the City. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

A. Workers' Compensation. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than **\$1,000,000** per accident. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Contractor, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

B. Commercial General and Automobile Liability Insurance.

- 1) General Requirements: Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than **\$2,000,000** per occurrence and automobile liability insurance for the term of this Agreement in an amount not less than **\$1,000,000** per occurrence. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.
- 2) Minimum Scope of Coverage: Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile

Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

- 3) Additional Requirements: Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:
  - a. The Insurance shall cover an occurrence or on an occurrence basis, and not on a claims-made basis.
  - b. City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor.
  - c. For any claims related to this Agreement or the work hereunder, 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.
  - d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

B. Builders Risk Insurance. None Required

C. Environmental Insurance. None Required

E. All Policies and Requirements.

- 1) Acceptability of Insurers: All Insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 2) Verification of Coverage: Prior to beginning any work under this Agreement, Contractor shall furnish City with complete and legible copies of certificates of insurance evidencing all policies delivered to Contractor by the insurer, including complete copies of all endorsements attached to those policies. All copies of certificates of insurance and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance certificates and endorsements prior to the Contractor beginning work, it shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies and endorsements at any time.
- 3) Deductibles and Self-Insured Retentions: Contractor shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. 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, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 4) Wasting Policies: No policy required by Section 7.3 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
- 5) Waiver of Subrogation: Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Contractor agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation. Also, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Contractor, its employees, agents, and subcontractors.
- 6) Subcontractors: 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.

F. Remedies. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

2. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES: Contractor shall take all responsibility for the work, shall bear all losses and damages directly or indirectly resulting to Contractor, to any subcontractor, to the City, to City officers and employees, or to parties designated by the City on account of the performance or character of the work, unforeseen difficulties, accidents, occurrences, or other causes predicated on active or passive negligence, or the willful misconduct, of the Contractor or of any subcontractor. Contractor shall indemnify, defend, and hold harmless the City, its officers, officials, directors, employees, and agents from and against any or all loss, liability, expense, claim, costs (including costs of defense), suits, and damages of every kind, nature and description directly or indirectly arising from the performance of the work. This paragraph shall not be construed to exempt the City, its employees, and officers from its own fraud, willful injury or sole active negligence. By execution of this agreement, Contractor acknowledges and agrees that Contractor has read and understands the provisions hereof and that this paragraph is a material element of consideration.

Approval of the insurance contracts does not relieve the Contractor or subcontractors from liability under this paragraph.

A. Responsibility for Damage. The Contractor is solely responsible to protect the work, including site security, until project acceptance. The Contractor shall have the charge and care of the work, including materials, whether incorporated into the work or not, and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements, vandalism, theft or any other cause, whether arising from the execution or from the non-execution of the work. The City of San Leandro and all officers and employees thereof connected with the work, including but not limited to the Engineer, shall not be answerable or accountable in any manner for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Work; for injury to or death of any person, either worker or public; or for damage to the Work or any property from any cause that might have been prevented by the Contractor, Contractor's workers, or anyone employed by the Contractor.

B. Contractor Response to Potential Claims. In the event damage or injury to persons or property are suffered by a third party (i.e. not City employees, contractors, consultants, subcontractors, volunteers or Contractor's employees, consultants, subcontractors, or invitees) and such third party contacts the City for recovery or restitution for damages, City shall forward such party and all information received from them to Contractor for response. Contractor shall receive such information, and respond to the injured party within seven (7) calendar days, with a copy of the response to City, which could include but is not limited to including, any settlement, compromise or response plan formulated. If the matter remains unresolved, such that City representatives are

contacted by the same aggrieved party, or if Contractor shall have rejected the damage claims, then City shall take all reasonable steps to respond to the claim, which may include tendering the damage claim to Contractor pursuant to the Contractor's indemnity clause. Failure of Contractor to be responsive to third party damage claims under this provision may be grounds for breach of contract, wherein remedies of such breach may include but are not limited to withholding of progress payments.

- C. Failure to Maintain Insurance. During the term of this agreement and until final completion and acceptance of the work by the City, the Contractor shall maintain in full force and effect insurance coverage in the forms and amounts specified in the Contract and any Special Provisions. If at any time during the performance of this contract, Contractor fails to maintain any item of required insurance in full force and effect, Contractor shall immediately discontinue all work under the contract and the City will withhold all contract payments due or that become due until notice is received by City that such insurance has been restored in full force and effect and that the premiums therefore have been paid for a period satisfactory to the City. Any delay to the work or the project shall be borne by and attributable to the Contractor and its failure to maintain or adhere to these insurance requirements.
  
- D. PERS Benefits. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

**7-5 PERMITS.** *Add the following:*

CITY PERMITS: Prior to commencement of work, the Contractor shall obtain all applicable permits from the Building and Safety Services Division of the Community Development Department. Contractor will not be required to pay City permit fees. The following City permits are required:

**None**

OTHER PERMITS: Contractor shall obtain and pay for State and County permits, and permits from other jurisdictions that may be required for the project. Contractor shall pay fees associated with such permits. The following State, County, or other agency permits are required for this project:

**None**

The Contractor shall be compensated for the actual costs of permits (without mark-up) under this section, as a change order, upon submittal of receipts.

The Contractor shall comply with all conditions set forth in permits and agreements, and shall bear the full costs of all expenses incurred in such compliance.

The Contractor's attention is directed to Section 2-11 of these Special Provisions regarding the responsibility for required permit inspections.

The Contractor represents and warrants to City that Contractor, and all Subcontractors have all licenses, permits, certified qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice Contractor's profession. Contractor represents and warrants to City that Contractor and all Subcontractors shall, at its sole cost and expense, keep in effect at all times during the term of this

agreement any licenses, permits, certified qualifications and approvals that are legally required for Contractor to practice its profession.

Failure to submit said documents and/or certifications shall result in delayed acceptance of any associated City project until these documents are submitted. Only certified persons submitted on job site or project shall be shut down.

**CITY BUSINESS LICENSE:** The Contractor and all listed Subcontractors shall submit evidence of a current City of San Leandro Business License in accordance with Section 6-1 of these Special Provisions.

**7-6 THE CONTRACTOR’S REPRESENTATIVE.** *Add the following:*

**INDEPENDENT CONTRACTOR:** At all times during the term of this agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor’s services rendered pursuant to this agreement.

**CONTRACTOR NO AGENT:** Except as City may specify in writing, Contractor shall have no authority, expressed or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, expressed or implied, pursuant to this agreement to bind City to any obligation whatsoever.

**ASSIGNMENT PROHIBITED:** No party to this agreement may assign any right or obligation pursuant to this agreement. Any attempted or purported assignment of any right or obligation pursuant to this agreement shall be void and of no effect.

**REPRESENTATIVE AT WORK SITE:** The Contractor’s Representative shall be present and immediately available to the Engineer at the work site whenever work (**INCLUDING THAT OF SUBCONTRACTORS**) is in progress or whenever actions of the elements necessitate Contractor’s presence to take measures necessary to protect the work, persons, or property, or provide for the public’s convenience. The Contractor’s representative shall have full authority to act on Contractor’s behalf and shall be a competent full-time non-working superintendent or non-working foreman, satisfactory to the Engineer, to supervise and be responsible for all Contractor and/or subcontractor crews and shall not be directly involved in the performance of the work or tasks at hand. Individual crew superintendent/foreman and/or working superintendent/foreman will not be acceptable.

At the City’s option, work may be suspended until the Contractor has complied with this paragraph. Contractor shall not be due additional compensation or working days due to non-compliance with this paragraph.

**7-8 WORK SITE MAINTENANCE.** *Add the following:*

**MAINTENANCE REQUIREMENTS:** All maintenance requirements, including protection from the elements, site security/protection from vandalism, theft or other cause, shall apply continuously (24 hrs./day, 7 days/week) and shall not be limited to normal working days. Adequate personnel and equipment shall be provided daily. Adjacent properties shall be similarly maintained/protected from the Contractor’s operations.

Full compensation for compliance with this Section shall be considered to be included in the contract prices paid for the various items of work and no separate compensation will be made therefore.

**The Contractor shall be subject to liquidated damages per Section 6-9, “Liquidated Damages”, of these Special Provisions, for failure to follow the stated directives of this section.**

**7-8.1 General.** *Add the following:*

The Contractor shall install Stabilized Construction Entrance, In accordance with Standard Plan 606, as required to prevent material deposit on roadways.

All excess material shall become the property of the Contractor to be legally disposed of off City property in accordance with Section 7-8.1.1 below.

**7-8.1.1 Recycling of Construction Material.** *This subsection is added:*

All excess material shall become the property of the Contractor. Such material shall be legally handled, transported, and recycled or disposed of off City property in accordance with Chapter 3-7 of the San Leandro Municipal Code “Construction and Demolition Debris Waste Reduction and Recycling Requirements”

Contractor shall recycle all asphalt and concrete waste, as well as recycle 50% of the remaining construction debris. Contractor shall use one of the following methods to recycle debris:

Separate materials on-site and:

- a. Self-haul the materials to a recycling facility -or-
- b. Use debris boxes obtained from the City’s franchised waste hauler

Do not separate materials:

- a. Self-haul mixed loads to a mixed C&D recycling facility -or-
- b. Use a debris box obtained from the City’s franchised waste hauler (Contractor must inform the hauler of the intent to comply with the City of San Leandro’s C&D Ordinance prior to obtaining the box)

Use a State licensed construction clean-up contractor (classification D63) to separate the materials on site and deliver to local recycling facilities.

The following companies are accepted as Mixed C&D recycling facilities for the purpose of this section:

1. Davis Street Transfer Station 2615 Davis St, San Leandro (510) 638-2303	5. Newby Island Landfill 1601 Dixon Landing Rd, Milpitas, (408) 262-1401
2. Fremont Recycling & Transfer Station 41149 Boyce Rd, Fremont, (510) 252-0500	6. Recology of San Francisco 501 Tunnel Ave, San Francisco, (415) 330-1400
3. Vasco Road Landfill & Recycling 4001 N. Vasco Rd, Livermore, (925) 447-0491	7. Zanker Material Processing Facility 675 Los Esteros Rd, San Jose, (408) 263-2384
4. Marin Resource Recovery Center 565 Jacoby St, San Rafael, (415) 485-5646	8. Guadalupe Materials Recovery Facility 15999 Guadalupe Mines Rd, San Jose, (408) 268-1670

Alameda County Industries (ACI) is the franchised waste hauler authorized to provide debris boxes for project locations within the San Leandro Sanitary District portion of the City. ACI contact information:  
510-357-7282  
[www.alamedacountyindustries.com](http://www.alamedacountyindustries.com)

Per sections 3-6-320 and 3-6-340 of the San Leandro Municipal Code, contractors cannot obtain construction & demolition (C&D) debris box service from anyone other than the City’s franchised waste hauler regardless of whether the material is intended for disposal, recycling, composting or otherwise.

Contractor shall demonstrate compliance with this section by completing and submitting a Waste Management Plan online with Green Halo Systems (www.greenhalosystems.com or at 1-888-525-1301). Contractor shall create an account with Green Halo and enter project information within 30 days of the notice to proceed. Contractor shall upload recycling and disposal receipts at least once every 30 days thereafter. Contractor shall complete and submit the waste management report before asserting project completion.

**7-8.1.2 Vermin Control.** *This subsection is added:*

At the time of acceptance, structures entirely constructed under the Contract shall be free of rodents, insects, vermin, and pests. Necessary extermination work shall be arranged and paid for by the Contractor as part of the work within the contract time, and shall be performed by a licensed exterminator in accordance with requirements of governing authorities. The Contractor shall be liable for injury to persons or property and responsible for the elimination of offensive odors resulting from extermination operations.

**7-8.1.3 Temporary Light, Power and Water.** *This subsection is added:*

The Contractor shall furnish, install, maintain, and remove all temporary light, power, and water at its own expense. These include piping, wiring, lamps, and other equipment necessary for the work. The Contractor shall not draw water from any fire hydrant (except to extinguish a fire), without obtaining permission from the water agency concerned.

**7-8.3 Noise Control.** *Add the following:*

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m. shall not exceed 89 dBA at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with Section 4-1-1115(b) of the San Leandro Municipal Code concerning construction-related noise near residences.

Said noise level requirement shall apply to all equipment on the job or related to the job, including, but not limited to, trucks, transit mixers, or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings, except those required by safety laws for the protection of personnel.

**7-8.4 Storage of Equipment and Materials.**

**7-8.4.1 General.** *Add the following:*

Storage and exposure of raw material, by-products, finished products, and containers shall be controlled as described below:

All construction materials shall be stored at least ten feet away from inlets, catch basins, and curb returns. The Contractor shall not allow any material to enter the storm drain system. At the end of each working day, the Contractor shall collect and dispose of all scrap, debris, and waste material.

During wet weather or when rain is in forecast, the Contractor shall store materials that can contaminate rainwater or be transported by storm water or other runoff to the storm drain system inside a building or cover them with a tarp or other waterproof material secured with weighted tires or sandbags to prevent contact with rain.

The Contractor is reminded that storage and disposal of all hazardous materials such as paints, thinners, solvents, and fuel; and all hazardous wastes such as waste oil must meet all federal, state, and local standards and requirements.

**7-8.4.2 Storage in Public Streets.** *Add the following:*

Construction materials shall not be stored in streets, roads, highways, or on public property. All materials or equipment used in construction shall be stored elsewhere by the Contractor at its expense. All materials shall be stored in accordance with Section 7-8.4 of these Special Provisions.

Construction equipment shall not be stored at the work site except during its actual use on the work. Excavated material shall not be stored in public streets unless otherwise permitted. All excess material shall be removed immediately from the site.

Full compensation for conforming to the requirements of this section shall be considered to be included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

**7-8.4.3 Construction Staging/Stockpiling Location.** *This subsection is added:*

The Contractor shall secure for use during the duration of the project, property for equipment storage, stockpiling materials and other construction related activities. The Contractor shall submit a letter indicating the staging area location, the property owner's name, address, and phone number, and the owner's signed consent for the use of the property for the duration of the project. Prior to property owner granting permission for occupancy, a Use Permit indicating proper zoning shall be obtained from the City's Community Development Department, Planning Division in accordance with Section 7-5 of these Special Provisions. Contractor shall be subject to trespassing laws for non compliance to these provisions.

**7-8.4.4 Measurement and Payment.** *This subsection is added:*

The contract price paid for Bid Item **No. 1** "Mobilization, Staging & Stockpiling" shall include full compensation for furnishing all labor, tools, equipment, and incidentals and for doing all work specified in Section 7-8.4.

Payment for this bid item shall be lump sum (LS).

**7-8.5 Sanitary Sewers.** *Add the following:*

Contractor is also required to comply with Section 5-2 of these Special Provisions regarding any interruption of sanitary sewer services.

**7-8.6 Water Pollution Control.**

**7-8.6.1 General.** *Add the following:*

The intent of these requirements is to enforce federal, state, and other local agency regulations that prohibit storm water pollution at construction sites. Storm drains discharge directly to creeks and the San Francisco Bay without treatment, and therefore, discharge of pollutants (i.e., any substance, material, or waste other than uncontaminated storm water) into the storm drain system is strictly prohibited.

The Contractor's attention is directed to Section 7-8.6.4.9 of these Special Provisions.

In this section, the term “storm drain system” shall include storm water conduits, storm drain inlets and other storm drain structures, street gutters, channels, watercourses, creeks, lakes, and the San Francisco Bay.

For the purpose of eliminating storm water pollution, the Contractor shall implement effective control measures at construction sites. There are several publications that provide guidance on selecting and implementing effective control measures known as Best Management Practices (BMPs). BMPs include schedules of activities, prohibition of practices, general good housekeeping practices, operational practices, pollution prevention practices, maintenance procedures, and other management procedures to prevent the discharge of pollutants directly or indirectly to the storm drain system. BMPs also include the construction of some facilities that may be required to prevent, control, and abate storm water pollution. The reference publications are as follows:

California Storm Water Best Management Practice Handbook - Industrial/Commercial  
California Storm Water Best Management Practice Handbook - Construction Activity

**7-8.6.4 Dewtering.** *Add the following:*

Prior to discharging into the storm drain system, all rainwater and groundwater removed from the Work site shall be de-silted through filtering materials and methods meeting the Association of Bay Area Governments (ABAG) Standards for Erosion and Sediment Control Measures and/or through methods and procedures described in the California Storm Water Best Management Practice Handbook—Construction Activity (latest edition).

The Contractor shall reuse the water for other needs, such as dust control and irrigation, to the maximum extent practicable.

**7-8.6.4.1 Pavement Saw-Cutting Operations.** *This subsection is added:*

The Contractor shall prevent any saw-cutting debris from entering the storm drain system. The Contractor, preferably, shall use dry cutting techniques and sweep up residue. If wet methods are used, the Contractor shall vacuum slurry as cutting proceeds or collect all wastewater by constructing a sandbag sediment barrier. The bermed area shall be of adequate size to collect all wastewater and solids. The Contractor shall allow collected water to evaporate if the wastewater volume is minimal and if maintaining the ponding area does not interfere with public use of the street area or create a safety hazard. If approved by the Engineer, the Contractor may direct or pump saw-cutting wastewater to a dirt area and allow to infiltrate. The dirt area shall be adequate to contain all the wastewater. After wastewater has infiltrated, all remaining saw-cutting residue must be removed and disposed of properly. With the approval of the Engineer, de-silted water may be pumped to the sanitary sewer to assist in the evaporation or infiltration process. Remaining silt and debris from the ponding or bermed area shall be removed or vacuumed and disposed of properly. If a suitable dirt area is not available or discharge to the sanitary sewer is not feasible, with the approval of the Engineer, the Contractor shall filter the saw-cutting wastewater through filtering materials and methods meeting ABAG Standards for Erosion and Sediment Control Measures (latest edition) before discharging to the storm drain.

**7-8.6.4.2 Pavement Operations.** *This subsection is added:*

The Contractor shall prevent the discharge of pollutants from paving operations by using measures to prevent run-on and runoff pollution, properly disposing of wastes, and by implementing and following Best Management Practices:

No paving or street sealing during wet weather.

Store materials as required under Sections 7-8.4 and 7-10.2 of these Special Provisions

Cover inlets and manholes when applying asphalt, seal coat, tack coat, slurry seal, fog seal, etc.

Place drip pans or absorbent materials under paving equipment when not in use. During wet weather, store contaminated paving equipment indoors or cover with tarp or other waterproof covering.

Sweep site daily to prevent sand, gravel, or excess asphalt from entering or being transported by rain into the storm drain system.

Keep ample supplies of drip pans or absorbent materials on-site.

If paving involves Portland cement concrete, refer to Section 7-8.6.4.3 of these Special Provisions.

**7-8.6.4.3 Concrete Operations.** *This subsection is added:*

The Contractor shall prevent the discharge of pollutants from concrete operations by using measures to prevent run-on and runoff pollution, properly disposing of wastes, and by implementing and following Best Management Practices:

Store all materials in waterproof containers or under cover away from drain inlets or drainage areas.

Avoid mixing excess amounts of Portland cement materials.

Do not wash out concrete trucks into storm drains, open ditches, streets, streams, etc. Whenever possible, perform washout of concrete trucks offsite where discharge is controlled and not permitted to discharge to the storm drain system. For onsite washout:

Locate washout area at least 50 feet from storm drains, open ditches, or other water bodies, preferably in a dirt area. Prevent runoff from this area by constructing a temporary pit or bermed area large enough for the liquid and solid waste.

Wash out concrete wastes into the temporary pit where the concrete can set, be broken up, and then be disposed of properly. If the volume of water is greater than what will allow concrete to set, allow the wash water to infiltrate and/or evaporate, if possible. Otherwise, allow water to settle, filter it, and then pump it to the sanitary sewer with approval from the Engineer. Remove or vacuum the remaining silt and debris from the ponding or bermed area and dispose of it properly.

Dispose of wastewater from washing of exposed aggregate to dirt area. The dirt area shall be adequate to contain all the wastewater, and once the wastewater has infiltrated, any remaining residue must be removed. If a suitable dirt area is not available, then the Contractor shall filter the wash water through straw bales or other filtering materials meeting ABAG Standards for Erosion and Sediment Control Measures before discharging to the sanitary sewer with approval from the Engineer.

Collect and return sweepings from exposed aggregate concrete to a stockpile or dispose of the waste in a trash container.

**7-8.6.4.4 Grading and Excavation Operations.** *This subsection is added:*

The Contractor shall take all reasonable and adequate measures to protect the Work and shall exercise sound engineering and construction practices in the conduct of the Work and shall implement sedimentation and erosion control measures to prevent sediments or excavated material from entering the storm drain system. The Work site shall be maintained to facilitate continual drainage avoiding impoundment, ponding or puddling of storm runoff, preventing any damage to excavations, subgrade, or materials incorporated into the Work. Any impounded water shall be immediately pumped from the site

in accordance with the following. The Contractor is solely responsible for repairs or replacement for any damage caused by his failure for compliance to this section, including negative impacts to adjacent property.

The erosion and sedimentation control materials and methods shall be in accordance with ABAG Standards for Erosion and Sediment Control Measures and/or the procedures and methods described in the California Storm Water Best Management Practice Handbook—Construction Activity (latest edition).

At a minimum, the Contractor shall install filter materials (such as sandbags, filter fabric, etc.) at the storm drain inlet(s) located in and downstream of the project site between October 15 and April 15, and when rain is forecast within 24 hours. The Contractor shall install filter materials or seal all surface inlet openings during the dry season if there is potential for sediment or excavated material to be discharged to the storm drain system during the construction operation (e.g., sediments and debris tracked by construction vehicles, windblown, or transported by other runoff). The storm drain inlets shall be sealed in such a manner that they can be opened in an emergency and unblocked at the end of each working day so that no property is damaged as a result of accidents or other overflows.

Sedimentation and erosion control/filter materials shall be placed in a manner that will prevent any debris or sediment from flowing into the storm drain system. Said materials or control devices shall also be maintained and/or replaced as necessary to ensure effective sediment control and prevent flooding.

**7-8.6.4.5 Spill Prevention and Control.** *This subsection is added:*

The Contractor shall take any and all precautions to prevent accidental spills during the work under this contract. However, in the event of a spill:

The Contractor shall immediately contain and prevent leaks and spills from entering the storm drain system, and properly clean up and dispose of the waste and clean up materials. If waste is hazardous, the Contractor shall comply with all federal, state, and local hazardous waste requirements.

The Contractor shall not wash any spilled material into the streets, gutters, storm drains, or creeks.

The Contractor shall report any hazardous materials spills immediately to the San Leandro Fire Department, the Alameda County Hazardous Materials Division, and other state and local agencies as required by state and local regulations.

**7-8.6.4.6 Vehicle/Equipment Cleaning.** *This subsection is added:*

The Contractor shall not perform vehicle or equipment cleaning on-site or in the street using soaps, solvents, de-greasers, steam cleaning equipment, or equivalent methods. The Contractor shall perform vehicle or equipment cleaning with water only in a designated, bermed area that will not allow rinse water to run offsite or into the storm drain system. The rinse water shall be permitted to infiltrate into a dirt area or shall be discharged to the sanitary sewer with the approval of the Engineer.

The Contractor shall dispose of wash water from the cleaning of water based paint equipment and tools in the sanitary sewer.

If using oil based paint, to the maximum extent practicable, the Contractor shall filter the paint thinner and solvents for reuse, and dispose of the waste thinner, solvent, and sludge from cleaning of equipment and tools as hazardous waste.

**7-8.6.4.7 Contractor Training and Awareness.** *This subsection is added:*

The Contractor shall train all employees on the water pollution prevention requirements contained in these specifications. The Contractor shall inform all subcontractors of the water pollution prevention contract requirements and include appropriate subcontract provisions to ensure that these requirements are met.

**7-8.6.4.8 Good house Keeping Practices.** *This subsection is added:*

The Contractor shall implement the following applicable good housekeeping practices:

Store materials that have the potential to be transported to the storm drain system, by storm runoff or by a spill, under cover in a contained area or in sealed waterproof containers.

Use tarps on the ground to collect fallen debris or splatters that could contribute to storm water pollution.

Secure opened bags of cement and of other light or powdered materials that can be transported by wind.

Pick up litter, construction debris, and other wastes daily from outside areas including the sidewalk area, gutter, street pavement, and storm drains impacted by the project. All wastes shall be stored in covered containers or disposed of or recycled immediately.

Dispose of wash water to the sanitary sewer with the approval of the Engineer or recycle wash water. Refer to Section 7-8.6.4.6 of these Special Provisions.

Inspect vehicles and equipment arriving on-site for leaking fluids, and promptly repair leaking vehicles and equipment. Use drip pans to catch leaks until repairs are made.

Avoid spills by handling materials carefully. Keep a stockpile of spill materials, such as rags or absorbents, readily accessible onsite. Clean up all spills immediately to prevent any material from being discharged to the storm drain system. Refer to Section 7-8.6.4.5 of these Special Provisions.

Train employees regularly on good housekeeping practices and BMPs. Assign responsibility to specific employees on BMPs, good housekeeping practices, and what to do in the event of a spill. Refer to 7-8.6.4.7 of these Special Provisions.

Maintain and replace all sediment and water pollution control devices as necessary to ensure that said controls are working effectively (e.g., inspect all sediment ponds or sandbag sedimentation/filtering systems after each rain, and remove accumulated sediment and debris, and replace or repair damaged sandbags immediately).

**7-8.6.4.9 Drainage Control.** *This subsection is added:*

The Contractor shall maintain drainage within and through the Work areas. Earth dams will not be permitted in paved areas. Temporary dams of sandbags, asphaltic concrete, or other acceptable material will be permitted when necessary. Such dams shall be removed from the site as soon as their use is no longer necessary. Any impounded water shall be immediately pumped from the site. The Contractor is solely responsible for repairs or replacement for any damage caused by his failure for compliance to this Section.

The Contractor's attention is directed to Section 7-8.6.4.4 of these Special Provisions.

**7-8.6.4.10 Enforcement.** *This subsection is added:*

The City has the authority, through various sections of the San Leandro Municipal Code, to enforce any portion of this Section. City enforcement may include, but is not limited to: citations, orders to abate,

bills for City cleanup costs and administration, civil suits, and criminal charges. Enforcement action by the City does not void or suspend any enforcement actions by other agencies.

**7-8.6.5 Payment.** *Add the following:*

Unless a separate pay item is provided in the bid schedule, full compensation for compliance with this Section shall be considered to be included in the contract prices paid for various items of work and no separate compensation will be made therefore.

**7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.** *Add the following:*

Contractor shall not remove any parking meters with his forces. If the work requires removal of any parking meters, Contractor shall give the Engineer a written request indicating which meters are to be removed. City will remove the meters within 72 hours of receiving the notice. City shall only remove the head. Contractor shall remove the pole, base, and foundation (if any).

**7-10 PUBLIC CONVENIENCE AND SAFETY.**

**7-10.1 Traffic and Access.** *Add the following:*

The Contractor's attention is directed to Standard Plan 610 showing truck routes in the City of San Leandro.

Contractor shall not obstruct public pedestrian pathways with construction material or equipment.

**7-10.1.1 Pedestrian Access.** *This subsection is added:*

Pedestrian travel shall be maintained at all times along both sides of the street (or streets) under construction. All temporary pedestrian walkways shall be at least 4 feet wide and fully accessible to handicapped pedestrians in accordance with the Americans with Disabilities Act and California Title 24. In all cases, pedestrian walkways shall be separated from vehicular travel by a clear area of at least 6 feet, or in locations where 6 feet of horizontal separation for pedestrian traffic is not feasible, by raised curb, a raised wooden walkway with standard railings, or by K rails. This condition may be modified or waived by the Engineer upon written request by the Contractor. Provisions to activate pedestrian signal indications will be made in all instances where pedestrian access to the existing pedestrian push-button cannot be maintained. Existing lighting levels in the area prior to construction shall be maintained during construction.

Full compensation for compliance with this section shall be considered to be included in the contract price for traffic control and no separate payment will be made therefore. When the contract does not include a contract pay item for traffic control, full compensation for compliance with this section shall be considered to be included in the prices for the various contract items of work involved and no additional compensation will be allowed therefore.

**7-10.1.2 Public Notification.** *This subsection is added:*

The Contractor shall provide door hangers or flyers to inform adjacent homeowners, tenants, and businesses of any work, no parking zones, street closures, detours, or barricades that are to occur on their street. Door hangers or flyers are to be submitted at the pre-construction meeting in accordance with Section 6-1 for review. The Contractor shall only distribute flyers approved by the Engineer. Door hangers shall be a minimum of 3 inches by 11 inches and flyers are to be a minimum of 8-1/2 inches by 11 inches. Contractor shall re-notify public immediately upon any cancellation or revision in schedule, including changes caused by inclement weather.

Full compensation for conforming to the requirements of this section shall be considered to be included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

**7-10.3 STREET CLOSURES, DETOURS, BARRICADES.** *The following subsections are added:*

**7-10.3.1 Restricted parking.**

The Contractor may establish “No Parking” zones contiguous to the work area by posting signs supplied by the City as follows:

- Only City signs, marked with broad tip marker pen.
- Signs shall be placed at less than 100-foot spacings.
- Signs shall be placed a minimum of 72 hours, and a maximum of 96 hours, in advance of the required restriction period.
- Signs shall be accurately dated ONLY for the actual duration of the specific task(s) at hand.
- Signs shall be placed ONLY along frontages directly affected by the work or as required for public safety.
- Signs shall be re-posted/re-dated immediately due to revisions of schedule, including changes caused by inclement weather.
- Signs and barricades shall be removed immediately upon expiration of the dated duration of the work.

The City will enforce parking restrictions ONLY when the Contractor has properly posted the signs and has notified the Engineer a minimum of 72 hours in advance of the requested restriction period.

Consecutive time periods of parking restrictions for street sealing applications shall be limited to no more than the following:

- One 10-hour period for weed and oil/grease spot removal and sealing;
- Three 10-hour periods for chip seal application and sweeping in three consecutive days;
- Two 10-hour periods for slurry seal/microsurfacing application, rolling and sweeping and pavement marking application in two consecutive days;
- One 10-hour period for final sweeping for project acceptance.

**7-10.3.2 Street Closures and Access.**

Access for local residents and businesses and all private property shall be maintained at all times. Signs indicating “Open for Business” shall be placed in front of commercial and industrial driveways to allow continual access. At the end of each working day, these streets shall be reopened to through traffic with proper barricades, warning devices, and temporary striping. The Contractor shall furnish and maintain all signs, lights, barricades, and flaggers necessary as determined by the Engineer. If these streets are closed, the Contractor shall proceed expeditiously and with consideration for public convenience from the start of work to its completion.

Lane closures shall conform shall be in accordance with the requirements of these Special Provisions, and the Lane Closure chart(s) included in this section.

**7-10.3.3 Traffic Control Plan Requirements.**

The Contractor shall submit Traffic Control Plan(s) conforming to the 2014 California Manual on Uniform Traffic Control Devices for Streets and Highways (2014 CA MUTCD), and the requirements of these Special Provisions for acceptance by the Engineer. The submittal of Traffic Control Plans shall conform to the requirements of Section 2.5.3, "Submittals".

A detailed traffic control plan is required for work being performed on a roadway listed in the City's Standard Plans No. 608A, B and C, or if required in a lane closure chart. If a roadway is not listed, a formal plan submittal is not required; however, all temporary traffic controls must conform to all other requirements of this section.

Unless otherwise provided for in the specifications, the Contractor shall provide:

- A minimum of one paved traffic lane, which shall not be less than ten (10) feet in width for use by public traffic unless otherwise approved by the Engineer.
- All work shall be phased to allow adequate parking within 1,000 feet of each residential unit, each industrial unit, and each commercial unit.
- With the Engineer's prior written permission, residential streets may be closed to traffic for street sealing work.
- All work on arterial and collector streets and streets with industrial and commercial uses shall be phased longitudinally (1/2 street closed at a time).
- No two adjacent streets shall be closed or parking restricted at the same time.

Except as otherwise provided in the lane closure chart(s):

- No work that interferes with public traffic on collector and arterial roadways shall be performed between the hours of 6:00 a.m. to 9:00 a.m., nor between 3:00 p.m. and 6:00 p.m., unless approved by the Engineer.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays, and designated legal holidays; after 3:00 p.m. on Fridays, and the day proceeding designated legal holidays; and when construction operations are not actively in progress, unless approved by the Engineer.

#### **7-10.3.4 Implement Traffic Control.**

The Contractor shall notify the following daily of closures, detours, etc.:

San Leandro Police Department	(510) 577-3208
Alameda County Fire Department	(510) 670-5858
Paramedics Plus	(510) 746-5700
A. C. Transit (if applicable)	(510) 891-4901

The Contractors attention is directed to City Standard Plan 610 for the City of San Leandro Truck Route Map.

The Contractor shall furnish and maintain all signs, lights, barricades, and flaggers necessary as determined by the Engineer. Flaggers shall be trained in the proper fundamentals of flagging traffic before being assigned as flaggers and shall perform **their** duties in accordance with the 2014 CA MUTCD and shall be so certified in accordance with California Code of Regulations (CCR), Title 8, Section 1599.

Traffic control devices shall conform to the 2014 CA MUTCD. Any signs or other protective devices furnished and erected by the Contractor, as above provided, shall not obscure the visibility of, nor conflict in intent, meaning, and function of either existing signs, lights, and traffic control devices for which furnishing of or payment for, is provided elsewhere in the specifications. Signs furnished and erected by the Contractor at Contractor's expense shall be approved by the Engineer as to size, wording, and location. All signs and traffic control devices shall be removed immediately upon completion, and any improvements restored to their original conditions.

Construction equipment shall enter and leave the construction area in the direction of public traffic. All movements of workers and construction equipment on or across lanes open to public traffic shall be performed in a manner that will not endanger the public.

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than ten (10) feet without written approval from the Engineer. The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When work is not in progress on a trench or other excavation that requires a lane closure, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not less than the spacing used for the lane closures.

All barricades shall have operating warning lights. Barricades shall be placed twenty (20) feet center-to-center maximum.

If a hazardous condition is observed and the City notifies the Contractor either directly or by telephone, the Contractor shall correct the condition immediately. If the Contractor fails to correct the hazardous condition immediately, the City reserves the right to install or have installed the necessary traffic control devices. The cost involved shall be deducted from any money due or to become due to the Contractor.

Full compensation for compliance with this section shall be considered as included in the contract price paid for traffic control and/or construction area signs and no separate payment will be made therefore. When the contract does not include a contract pay item for traffic control, and/or construction area signs, full compensation for any necessary traffic control and/or construction area signs shall be considered as included in the prices for the various contract items of work involved and no additional compensation will be allowed therefore.

**Failure to provide a Traffic Control Plan prior to commencing work or failure to adhere to the accepted Traffic Control Plan shall subject Contractor to liquidated damages in accordance with Section 6-9, "Liquidated Damages", of these Special Provisions.**

**7-10.4 SAFETY.** *Add the following:*

It is the Contractor's responsibility to provide for the safety of traffic and the public.

Whenever the Contractor's operations create a condition hazardous to traffic or to the public, Contractor shall, at its sole expense, furnish, erect, and maintain such fences, temporary railing, barricades, lights, signs, and other devices, and take such other protective measures as are necessary to prevent accidents, damage, or injury to the public. Such fences, temporary railing, barricades, lights, signs, and other devices furnished, erected, and maintained by the Contractor, at Contractor's expense, are in addition to any construction area traffic control devices for which payment is provided for elsewhere in the Specifications.

In addition to any other measure taken by the Contractor pursuant to the provisions of this section, the Contractor shall install temporary railing (Type K) between any lanes carrying public traffic and any excavation, obstacle, or storage area when the following conditions exist:

1. Excavations. Any excavation the near edge of which is six feet (6') or less from the edge of the lane, except:
  - A. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry to traffic or the public;
  - B. Excavations less than six inches (6") in depth;
  - C. Trenches less than one foot (1') wide for irrigation pipe or electrical conduit or other pipelines less than one foot (1') in diameter;
  - D. Excavations parallel to the lane for the purpose of pavement widening or reconstruction open for less than seven (7) calendar days;
  - E. Excavations in side slopes, where the slope is 4:1 (Horizontal:Vertical) or flatter;
  - F. Excavations protected by existing barrier or railing.
2. Temporarily Unprotected Permanent Obstacles. Whenever the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or whenever the Contractor, for Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
3. Storage Areas. Whenever material or equipment is stored within 12 feet (12') of the lane and such storage is not otherwise prohibited by the specifications.

**7-10.4.1 Safety Orders.** *Add the following:*

Notwithstanding any provisions of the Standard Specifications and the Special Provisions, the Contractor shall be solely responsible for conditions at the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and will not be limited to normal working hours. Safety and sanitary provisions shall conform to applicable Federal, State, County, and local laws, regulations, ordinances, standards, and codes. Where any of these are in conflict, the more stringent requirement shall be followed.

**7-10.4.5 Injury and Illness Prevention Program.** *This subsection is added:*

To the fullest extent legally required and applicable, Contractor shall have an Injury and Illness Prevention Program (IIPP) that conforms to all applicable federal, state and local laws, and shall provide a copy of its current version to the City upon request.

## SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

Contractor's attention is directed to Section 8, "Facilities for Agency Personnel", of the Standard Specifications.

### 8-1 General

**8-1 GENERAL.** *Add the following:*

The Engineer must be given full access to any Contractor-provided facilities located on the project site at all times. The Contractor has no expectation of privacy with respect to these facilities.

## SECTION 9 - MEASUREMENT AND PAYMENT

Contractor's attention is directed to Section 9, "Measurement and Payment", of the Standard Specifications.

- 9-3 Payments
- 9-3.1 General
- 9-3.2 Partial And Final Payment
- 9-3.3 Delivered Materials
- 9-3.4 Mobilization
- 9-3.5 Audit And Examination Of Records
- 9-4 False Claims Act Certification

### 9-3 PAYMENT

#### 9-3.1 General.

*Paragraph 8 is revised as follows:*

All guarantee periods shall commence on the date the Notice of Completion is recorded with the Alameda County Recorder's Office.

*Paragraph 10 is revised as follows:*

At the expiration of 35 days from the date of recordation of the Notice of Completion by City, or within the time period specified in Public Contracts Code Section 7107, the amount deducted from the final estimate and retained by the City will be paid to the Contractor, except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be authorized by the contract to be further retained.

#### **9-3.1.1 Final Pay Items.** *This subsection is added:*

Items of work designated on the unit price schedule as (F) or "Final Quantity" are designated as Final Pay items.

Payment equal to the total price in the Contract Price Schedule for Final Pay items will be the total payment made for the work described in the plans and specifications, regardless of whether or not the quantity of the actual work equals the estimated quantity in the contract price schedule.

The Engineer reserves the right to make changes to the plans and specifications in accordance with Section 3-2.1.1 CHANGES INITIATED BY THE CITY. If a change in the Contract Documents results in a change in dimensions of work that includes a Final Pay item, then the total payment for that item will be adjusted either upward or downward by the product of the unit price bid and the change in quantity of the item due to the change in dimensions.

#### **9-3.2 Partial and Final Payment.** *The third paragraph is replaced with the following:*

From each progress estimate, 5 percent will be deducted and retained by the Agency, and the remainder less the amount of all previous payments will be paid.

*Add the following:*

**PARTIAL PAYMENT:** No payments shall be required to be made when, in the judgment of the Engineer, the:

- Work is not proceeding in accordance with the provisions of the contract, updated construction schedules, and traffic control plans;
- Updated record drawings are not provided with the application for payment;
- Contractor or subcontractors have not provided proof of valid City of San Leandro Business Licenses;
- Certified Payrolls are not provided per Section 7-2.2.4;
- Total value for the work done since the last payment amounts to less than \$1,000;
- Contractor has not submitted a request for payment.

*Add the following:*

**FINAL PAYMENT:** After acceptance by the Engineer, pursuant to Section 6-8 of the Standard Specifications, the City shall prepare a proposed Final Agreement of Quantities for the total amount payable to the Contractor, including therein an itemization of said amount, segregated as to contract item quantities, extra work, and any other basis for payment. All prior payments shall be subject to correction in the proposed Final Agreement of Quantities. Within thirty (30) days after said proposed Final Agreement of Quantities has been submitted to Contractor, the Contractor shall submit to the Engineer the written approval of said proposed Final Agreement of Quantities or a written statement of all claims Contractor has arising under or by virtue of the contract. No claim will be considered that was not included in said written statement of claims, nor will any claim be allowed for which a notice or protest is required under the provisions of the contract, unless the Contractor has complied with the notice or protest requirements in said contract.

Thirty-five (35) days after the recordation of the Notice of Completion, the City will pay the entire sum found due based on the proposed Final Agreement of Quantities submitted to the Contractor. Such Final Agreement of Quantities and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefore.

If the Contractor within said period of thirty (30) days files claims, the Engineer will issue a semifinal estimate in accordance with the proposed Final Agreement of Quantities submitted to the Contractor and pay the sum so found to be due. Such semifinal estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefore, except insofar as affected by the claims filed within the time and in the manner required.

The claims filed by the Contractor shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of said claims. The Engineer will consider and determine the Contractor's claims and it will be the responsibility of the Contractor to furnish within a reasonable time such further information and details as may be required by the Engineer to determine the facts or contentions involved in the claims. Failure to submit such information and details will be sufficient cause for denying the claims.

The Engineer will make the final determination of any claims that remain in dispute after completion of claim review and make a written recommendation thereon. The Contractor may meet with the Engineer

to make a presentation in support of such claims. If any claims remain in dispute, they shall be handled in accordance with Section 3-5, "Disputed Work".

**9-3.3 Delivered Materials.** *Replace with the following:*

The cost of materials and equipment purchased and not incorporated into the work shall NOT be reimbursed.

**9-3.4 Mobilization.** *Add the following:*

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, and other facilities necessary for work on the project; and for all other work and operations that must be performed or costs incurred prior to beginning work on the various contract items on the project site.

When the contract has a lump sum price paid for mobilization, it shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in mobilization as specified above. Partial payments for mobilization shall be made as follows:

1. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 5 percent (5%) or more of the original contract amount, 50 percent (50%) of the contract item price for mobilization or 5 percent (5%) of the original contract amount, whichever is the lesser, will be included in said estimate for payment.
2. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 10 percent (10%) or more of the original contract amount, the total amount earned for mobilization shall be 75 percent (75%) of the contract item price for mobilization, or 7.5 percent (7.5%) of the original contract amount, whichever is lesser, and said amount will be included in said estimate for payment.
3. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 20 percent (20%) or more of the original contract amount, the total amount earned for mobilization shall be 95 percent (95%) of the contract item price for mobilization, or 9.5 percent (9.5%) of the original contract amount, whichever is the lesser, and said amount will be included in said estimate for payment.
4. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 50 percent (50%) or more of the original contract amount, the total amount earned for mobilization shall be 100 percent (100%) of the contract item price for mobilization, or 10 percent (10%) of the original contract amount, whichever is lesser, and said amount will be included in said estimate for payment.
5. After acceptance of the contract pursuant to Section 6-8 of the Standard Specifications, the amount, if any, of the contract item price for mobilization in excess of 10 percent (10%) of the original contract amount will be included for payment in accordance with said Section 9-3.2 of the Special Provisions.
6. When the contract does not include a contract pay item for mobilization, full compensation for any necessary mobilization required shall be considered to be included in the prices for the various contract items of work involved and no additional compensation will be allowed therefore.

**9-3.5 Audit and Examination of Records.** The City may examine and audit at no additional cost to the City all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports, and other project-related data of the Contractor, subcontractors engaged in performance of the work, and suppliers providing supplies, equipment, and other materials required for the work, including computations and projections related to bidding, negotiating, pricing, or performing the work or contract modifications and other materials concerning the work, including, but not limited to, Contractor daily logs, in order to evaluate the accuracy, completeness, and currency of cost, pricing, scheduling, and any other project related data. The Contractor will make available all such project-related data during regular business hours for examination, audit, or reproduction at the Contractor’s business office at or near the work site, and at any other location where such project-related data may be kept until three (3) years after final payment under the agreement. Pursuant to California Government Code Section 8546.7, if the amount of public funds to be expended is in excess of \$10,000, this agreement shall be subject to the examination and audit of the State Auditor, at the request of the City, or as part of any audit of the City, for a period of three (3) years after final payment under the agreement.

**9-4 FALSE CLAIMS ACT CERTIFICATION.** *This subsection is added:*

All requests for payment submitted by the Contractor, and any claim for additional compensation must be accompanied by the following declaration:

“I, \_\_\_\_\_, being the \_\_\_\_\_ of \_\_\_\_\_ (Contractor), declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached request for payment and know its contents, and said request for payment is made in good faith; that it is supported by truthful and accurate data; that the amount requested and accurately reflects the allowable expenses that were incurred; and further, that I am familiar with California Penal Code Section 72 and California Government Code Section 12650, et seq., pertaining to false claims, and further know and understand that submission or certification of a false claim may lead to fines, imprisonment, or other severe legal consequences.”

## **PART 2 - CONSTRUCTION MATERIALS**

Materials for all work performed on public property in the City of San Leandro shall conform with the Standard Specifications for Public Works Construction, the “GREENBOOK”, the 2006 edition and 2008 supplements thereto, adopted by the Southern California Chapter of the American Public Works Association; and Sections 82, 84, 85, and 86 of the 2010 edition of California Department of Transportation (Caltrans) Standard Specifications; and the Special Provisions (Technical Specifications) thereto adopted by the Engineer as follows:

All work within the public Right-of-Way or on public property of the City of San Leandro shall be performed under auspices of either improvement drawings signed and approved by the Engineer or a valid encroachment permit.

Part 2 of the Special Provisions shall conform to Part 2 of the Standard Specifications except as modified herein.

### **SECTION 200 – ROCK MATERIALS**

#### **200-1 ROCK PRODUCTS**

##### **200-1.1 General.** *Add the following:*

A Certificate of Compliance shall be furnished by the Contractor for all aggregate used under these specifications. The Certificate of Compliance shall include results of laboratory tests indicating compliance with Section 200-1.2.1.

##### **200-1.2 Crushed Rock and Rock Dust.** *Add the following:*

The percentage of material with fractured faces shall be determined by California Test 205.

### **SECTION 203 BITUMINOUS MATERIALS**

#### **203-0 DEFINITIONS.** *This subsection is added:*

“Surface Seal Application” or “Surface Treatment” shall refer to either Chip Seal or Slurry Seal as appropriate.

“Cape Seal” is defined as a Chip Seal followed by the application of a slurry seal coat.

“Slurry Seal” is defined as Emulsion-Aggregate Slurry.

#### **203-3 EMULSIFIED ASPHALT**

##### **203-3.1 General.** *Add the following:*

FOG SEAL Fog seal shall be SS1h with one part water added to one part emulsified asphalt.

#### **203-5 EMULSION-AGGREGATE SLURRY**

**203-5.1 General.** *Add the following:*

Slurry Seal shall conform with all requirements for Emulsion Aggregate Slurry.

**203-5.2 Materials.** *Add the following:*

The terminology “latex-modified” and “polymer-modified,” asphaltic emulsion are used interchangeably in these provisions to mean the same thing. At the option of the Contractor, the polymer shall be SBR, SBS, SEBS, or Neoprene.

**203-5.2.1 Slurry Seal Emulsion.** *This sub-section is added:*

Latex/Polymer Modified Asphaltic Emulsion shall be a cationic quick-set, quick traffic type conforming to the requirements of type PMCQS-1h, and shall meet all the requirements for such materials specified below. The slurry shall be compatible with the chip seal when used for completing Cape Seal work.

The emulsion shall be homogeneous and show no separation after thorough mixing, and shall break and set on the aggregate within five minutes and be ready for cross-traffic within thirty minutes.

The polymer-modified asphalt emulsion shall conform to the requirements prescribed as follows:

LATEX/POLYMER MODIFIED ASPHALT EMULSION PMCQS-1h  
REQUIREMENTS FOR SLURRY SEAL

<u>TEST ON EMULSION</u>	<u>METHOD OF TEST</u>	<u>REQUIREMENTS</u>	
		<u>MIN</u>	<u>MAX</u>
Viscosity, SSF, @ 77° sec.	ASTM D 244	20	100
PH		2+/-	
Distillation Residue %, Minimum	CT-331	60	

TEST ON RESIDUE PREPARED USING CALTRANS TEST METHOD CT-331:

<u>TEST ON EMULSION</u>	<u>METHOD OF TEST</u>	<u>REQUIREMENTS</u>	
		<u>MIN</u>	<u>MAX</u>
Penetration, 77°F, 100g, 5 sec	ASTM D5	40	80 dmm
Softening Point (Ring & Ball), °F	ASTM D 36	135	
Ductility, @ 77°, 5 cm/min.	ASTM D 113	25 cm	
Fraass-Breaking Point (°C)	DIN 52012	-18°C	

At the option of the Engineer, the Contractor shall furnish a one quart sample of asphaltic emulsion drawn from each tank load of materials to be used on the project. Samples will be obtained in accordance with ASTM Method D140 or such other methods as are approved by the Engineer. A Certificate of Compliance shall be furnished by the Contractor in accordance with Section 203-1.3, “Test Reports and

Certification”. Test reports shall include evidence that all materials are individually acceptable and are collectively compatible when mixed together to produce slurry seal. The Certificate of Compliance shall include all information stipulated in Section 203-1.3. Additional information relevant to the specifications shall be furnished when requested by the Engineer.

**203-5.2.1 Slurry Seal Aggregate.** *This sub-section is added:*

- A. Aggregate for the slurry seal shall comply in all respects to requirements in Section 203-5, “Emulsion-Aggregate Slurry,” of the Standard Specifications for a Type II slurry seal and these Special Provisions.
- B. The aggregate shall have a minimum sand equivalent of 60 (Test Method No. Calif. 217).
- C. A Certificate of Compliance shall be furnished by the Contractor for aggregates used in the slurry seal. The Certificate of Compliance shall include laboratory test results indicating the average gradation, minimum sand equivalent, residual asphalt as a percentage (%) of aggregate weight; emulsified asphalt as a percentage (%) of aggregate weight; maximum film stripping (25% max., Calif. 302) and durability index (60 min., Calif. 229), all in accordance with Sections 203-5.2 and 203-5.3 of the Standard Specifications and these Special Provisions.
- D. The aggregate used for slurry seal shall be grey or light-colored.

**203-5.2.1 Slurry Seal Water Retarder.** *This sub-section is added:*

Slurry Seal Water Retarder shall be used to insure proper workability and to permit uncontrolled traffic on the Slurry no more than two hours after placement without occurrence of bleeding, raveling, separation, or scalping.

**203-5.5 Field Observation and Testing.** *This sub-section is added:*

The Engineer from time to time and at his direction, will perform tests to verify conformance to requirements for materials specified in these Special Provisions. At a minimum the following listed tests shall be performed by Engineer.

- A. Measure the quantity of emulsion and estimate the quantity of aggregate being used for comparison with the quantity per square yard as specified in the approved design mix. Emulsion shall be measured at the storage tanks and/or at the mixing machine(s). The quantity of aggregate will be visually estimated by the Engineer.
- B. Determine the percent of residual asphalt in the slurry mix by extraction test using ASTM Test No. D 2172.
- C. Determine aggregate loss using the wet track abrasion test, ASTM Test No. 3910-80a.
- D. Determine the aggregate grading, using Calif. Test Method No. 202.
- E. Determine the properties of the asphaltic emulsion in accordance with AASHTO Designation: T59, “Testing Emulsified Asphalt.”

The Contractor shall cooperate fully in providing safe access for the Engineer’s personnel performing the tests.

If all or any one of these tests indicate that the mix or application rate differ from the design mix or from the Contract requirement, the operation shall immediately be stopped and adjustments made to the equipment. The Engineer shall designate areas of the street to be used for test demonstrations.

**203-12 Asphalt Rubber Aggregate Membrane (ARAM) Surfacing or Interlayer.** *Add the following:*

Asphalt rubber chip seal shall conform to the provisions of Section 203-12 “. Asphalt rubber binder shall consist of a mixture of paving asphalt, asphalt modifier, and crumb rubber modifier (CRM).

**203-12.2.1 Asphalt Rubber.** *Add the following:*

Asphalt Rubber shall conform to 203-11 with the following modifications:

Contractor shall submit in writing an asphalt rubber binder design and profile that complies with the asphalt rubber binder specifications. In the design, designate the asphalt binder, asphalt modifier, and CRM and their proportions. The profile must include the same component sources for the asphalt rubber binder used.

Design the asphalt rubber binder from testing for each quality characteristic and for the reaction temperatures expected during production. The 24-hour (1,440-minute) interaction period determines the design profile. At a minimum, mix asphalt rubber binder components, take samples, and perform and record the following tests.

Test	Minutes of Reaction <sup>a</sup>							Limits
	45	60	90	120	240	360	1440	
Cone penetration @ 77°F, 0.10-mm (ASTM D217)	X <sup>b</sup>				X		X	25-70
Resilience @ 77°F, percent rebound (ASTM D 5329)	X				X		X	18 min.
Field softening point, °F (ASTM D 36)	X				X		X	125 - 165
Viscosity, centipoises (LP-11)	X	X	X	X	X	X	X	1,500 - 4,000

Notes:

<sup>a</sup> Six hours after CRM addition, reduce the oven temperature to 275 °F for a period of 16 hours. After the 16-hour cool-down after CRM addition, reheat the binder to the reaction temperature expected during production for sampling and testing at 24 hours.

<sup>b</sup> “X” denotes required testing

After interacting for a minimum of 45 minutes, asphalt rubber binder must comply with Table 203-11.4(A).

Contractor shall test the asphalt rubber binder for compliance with the viscosity specifications in Table 203-11.4(A). During asphalt rubber binder production, measure viscosity every hour with not less than one (1) reading for each asphalt rubber binder batch. Log measurements with corresponding time and asphalt rubber binder temperature. Submit the log daily in writing.

Contractor shall submit a Certificate of Compliance with test results for CRM and asphalt modifier with each truckload delivered to the HMA plant. A Certificate of Compliance for asphalt modifier must not represent more than 5,000 pounds. Use an AASHTO-certified laboratory for testing.

Contractor shall sample and test gradation and wire and fabric content of CRM once per 10,000 pounds of scrap tire CRM and once per 3,400 pounds of high natural CRM. Sample and test scrap tire CRM and high natural CRM separately. Wire and fabric content shall meet the specifications under Section 203-11.2.3 "Crumb Rubber Modifier" of the Standard Specifications. CRM gradation shall comply with Table 203-11.2.3.1 (A) of the Standard Specifications.

Paving asphalt shall be tested at least once for every 200 tons of production with a minimum of once per project.

Asphalt modifier shall be tested at least once for every 25 tons of production with a minimum of once per project.

A copy of the laboratory test results (no older than 30 days) for the test parameters specified in these special provisions for CRM, paving asphalt, and asphalt modifier (if required) shall be submitted to the Engineer with the Certificate of Compliance for each truck load of individual material delivered to the project.

Certified volume or weight slips shall be delivered daily to the Engineer for materials supplied and used on the project.

Paving Asphalt shall comply with section 203-11.2.1.

Asphalt Modifier shall comply with section 203-11.2.2 and shall be added to the paving asphalt per Section 203-11.4.

Mixing shall comply with section 203-11.4; *And add the following:*

"Hold over material" shall have undergone a maximum of one reheat cycle.

Hand Held Viscometer Test shall comply with section 203-11.4.1 *And add the following:*

The Engineer from time to time and at his direction, will perform tests to verify conformance to requirements for materials specified in these Special Provisions. At a minimum the following listed tests shall be performed by the Engineer on the asphalt rubber binder:

A. Haake field viscosity test

At the option of the Engineer, the following tests may also be conducted at the HMA plant:

B. Cone penetration test

C. Resilience test

D. Field softening point test

**203-12.2.2 Screenings.** *Add the following:*

Screenings shall conform to Medium size (3/8 inch) gradation of Table 203-12.2.2 (A).

Screenings shall conform to the following quality requirements immediately prior to preheating:

**SCREENINGS QUALITY REQUIREMENTS**

TEST PARAMETERS	CALIFORNIA TEST	REQUIREMENTS
Los Angeles Rattler Loss (100 Revolutions)	211	10 Max.
Los Angeles Rattler Loss (500 Revolutions)	211	40 Max.
Film Stripping	302	25 Max.
Cleanness Value	227	80 Min.
Durability	229	52 Min.

The aggregate used for chip seal shall be grey or light-colored.

*The second paragraph is modified as follows:*

Screenings for asphalt rubber seal coat shall be preheated to between 260° F and 325° F and uniformly coated at a rate of 0.5 percent to 1 percent by weight of dry aggregate with Grade PG 64-16 asphalt. The exact amount of asphalt shall be recommended by the Contractor and approved by the Engineer. The pre-coating of aggregate shall be performed in an asphalt concrete plant. Stockpiling of aggregate after preheating and pre-coating with asphalt will not be permitted.

Canvas or similar covers that completely cover each load of pre-coated aggregate shall be used during hauling to minimize temperature drop of the pre-coated aggregate. Aggregate shall be spread when the temperature of the pre-coated aggregate is not less than 220°F.

Contractor shall arrange with the batch plant to coordinate the pre-coating application such that only coated chips are produced. Experience has shown that if a load of asphalt is produced in the same drum, the next load of chips will contain excessive dust and fine material, and may be cause for rejection of the load. The drum shall also be cleaned of all fine material prior to commencing the pre-coating operations.

No single aggregate grading of Cleanness Value test shall represent more than 300 tons or one day's production, whichever is smaller. Representative samples for grading requirements will be taken prior to pre-coating with paving asphalt. Representative samples for Cleanness Value test will be taken immediately prior to preheating the material.

**203-16 Microsurfacing.** *This sub-section is added:*

**203-16.1 General.**

Microsurfacing shall consist of mixing a polymer modified, cationic microsurfacing emulsion (MSE), aggregate, mineral filler, set-control additives, and water and spreading the mixture on a pavement surface where shown on the plans, in conformance with the provisions in these special provisions, and as directed by the Engineer.

**203-16.2 Materials.**

### 203-16.2.1 Microsurfacing Emulsion (MSE).

Microsurfacing Emulsion (MSE) shall be homogenous and shall conform to the provisions of these special provisions. The polymer shall be milled or blended into the asphalt or blended into the emulsifier solution prior to the emulsification process.

The MSE shall conform to the following requirements when tested in conformance with the following test methods:

#### Polymer Modified, Cationic Microsurfacing Emulsion (MSE)

Specification Designation	Test Method	Requirement
Viscosity SSF @ 77 °F (25° C)	AASHTO T 59	15-90 Seconds
Sieve, max.	AASHTO T 59	0.30 Percent
Settlement, 5 days, max.	ASTM D244	5 Percent
Storage Stability, 1 day, max.	AASHTO T 59	1 Percent
Residue by Evaporation, min.	California Test 331	62 Percent

#### Specification Designation for Residue

Specification Designation	Test Method	Requirement
Penetration@ 77 °F (25°C), 100g, 5s ,0.1mm	AASHTO T 51	40-90
Softening Point °F (°C) Min.	AASHTO T53	135 (57)

### 203-16.2.2 Water and Additives.

Water shall be of such quality that the asphalt will not separate from the MSE before the microsurfacing is placed on the pavement. If necessary for workability, a set-control agent that will not adversely affect the microsurfacing product may be used.

### 203-16.2.3 Mineral Filler.

Mineral filler shall be Portland cement or hydrated lime that is free of lumps. Portland cement shall be either Type I, Type II, Type III or combination thereof. The type of mineral filler shall be determined by the Contractor based on laboratory mix designs. The mineral filler will be considered part of the aggregate gradation requirement.

### 203-16.2.4 Aggregate.

The mineral aggregate used shall be of the type and grade specified for the particular use of the microsurfacing. Aggregate shall consist of sound, durable, crushed stone or crushed gravel and approved mineral filler. The material shall be free from vegetable matter and other deleterious substances. Aggregates shall be 100% crushed material with no rounded particles and be free of caked lumps and oversize particles.

The aggregate used for microsurfacing shall be grey or light-colored.

The aggregate, prior to the addition of emulsion shall conform to the requirements of this section. If aggregates are blended each component aggregate shall meet the sand equivalency and abrasion resistance and shall be 100% crushed as tested in accordance with California Test 205. The definition of a crushed particle in California Test 205 Section D, is amended to read: “Any particle having 2 or more fresh mechanically fractured faces shall be considered a crushed particle.”

The percentage composition by mass of the aggregate (including mineral filler) shall conform to the following grading requirements when tested in conformance with California Test 202:

**TYPE II**

Sieve Sizes	Percentage Passing
3/8" (9.5-mm)	100
No. 4 (4.75-mm)	94 - 100
No. 8 (2.36-mm)	65 - 90
No. 16 (1.18-mm)	40 - 70
No. 30(600-µm)	25 - 50
No. 200 (75-µm)	5 - 15

**TYPE III**

Sieve Sizes	Percentage Passing
3/8" (9.5-mm)	100
No. 4 (4.75-mm)	70 - 90
No. 8 (2.36-mm)	45 - 70
No. 16 (1.18-mm)	28 - 50
No. 30(600-µm)	19 - 34
No. 200 (75-µm)	5 - 15

Aggregate for the subject project shall be Type II.

The aggregate (excluding mineral filler) shall conform to the following quality requirements:

Test	California Test	Requirement
Sand Equivalent (Min.)	217	70
Durability Index (Min.)	229	75
Percentage of Crushed Particles (Min.) <sup>1</sup>	205	100%
Los Angeles Rattler Loss at 500 Rev. (Max.) <sup>2</sup>	211	35%

Notes:

1. CT205, Section D, is amended to read: “Any particle having 2 or more freshly, mechanically fractured faces shall be considered a crushed particle”
2. Los Angeles Rattler shall be performed on the parent aggregate before crushing.

If the results of the aggregate grading do not meet the specified gradation, the microsurfacing represented by the test shall be removed. However, if requested in writing by the Contractor and approved by the

Engineer, the microsurfacing may remain in place and the Contractor shall pay to the City \$2.00 per ton for the aggregate represented by the tests and left in place.

If the results of the Sand Equivalent test for aggregate do not meet the specified requirement, the microsurfacing represented by the test shall be removed. However, if requested in writing by the Contractor and approved by the Engineer, the microsurfacing may remain in place and the Contractor shall pay to the City \$2.00 per ton for the aggregate represented by the tests and left in place.

When the results of both the aggregate grading and the Sand Equivalent tests do not conform to the specified requirements, both payments to the City shall apply. The City may deduct these amounts from any moneys due or to become due the Contractor.

No single aggregate grading or Sand Equivalent test shall represent more than 300 tons or one day's production, whichever is smaller.

**203-16.3 Mix Design.**

At least 7 working days before the microsurfacing placement commences, the Contractor shall submit for approval of the Engineer a laboratory report of tests and a proposed mix design covering the specific materials proposed for use on the project.

The percentages of each individual material proposed in the mix design shall be shown in the laboratory report. Individual materials shall be within the following limits:

Residual Asphalt .....	5.5% to 9.5% by dry mass of aggregate
Mineral Filler .....	0% to 3% by dry mass of aggregate
Additive .....	As needed
Water .....	As needed

Adjustments may be required during construction based on field conditions.

The mix design and aggregate tests shall be performed by a laboratory capable of performing the applicable International Slurry Surfacing Association (ISSA) tests. The proposed microsurfacing mixture shall conform to the specified requirements when tested in conformance with the following tests:

Test	ISSA Test Method	Requirements
Wet Cohesion @ 30 Minute (Set) (Min.) @ 60 Minute (Traffic) (Min.)	TB* 139	12 kg-cm 20 kg-cm
Excess Asphalt	TB* 109	540 g/m <sup>2</sup>
Wet Stripping (Min.)	TB* 114	90%
Wet Track Abrasion 6-day Soak Loss (Max.)	TB* 100	810 g/m <sup>2</sup>
Displacement Lateral (Max.) Specific Gravity After 1000 Cycles of 125 lbs. (56.8 kg)(Max.)	TB* 147A	5% 2.10
Classification Compatibility	TB* 144	(AAA, BAA) 11 Grade Points
Mix Time @ 77°F (25°C)	TB* 113	Controllable to 120 Seconds

TB\* = Technical Bulletin

The laboratory that performed the tests and designed the mixture shall sign the laboratory report. The report shall show the results of the tests on individual materials and shall compare their values to those required by these special provisions. The report shall clearly show the proportions of aggregate, filler (minimum and maximum), water (minimum and maximum), set control additive, and MSE solids content (minimum and maximum) based on the dry mass of aggregate. The laboratory shall report the quantitative effects of moisture content on the unit mass of the aggregate (bulking effect) in conformance with the requirements of ASTM Designation C 29M. Previous laboratory reports covering the same materials may be accepted provided the material test reports were completed within the previous 12 months. The mix design shall further show the recommended changes in mineral filler, water, and additive proportions for high temperature weather conditions by reporting proportions of materials required for 60 seconds of mix time with materials heated to 100 °F (38°C). This 100 °F (38°C) mixing report will not be required for projects requiring nighttime application.

The component materials used in the mix design shall be representative of the microsurfacing materials proposed by the Contractor for use on the project.

Once the mix design is approved by the Engineer, no substitution of other material will be permitted unless the materials proposed for substitution are first tested and a laboratory report is submitted for the substituted design in conformance with the provisions of these special provisions. Substituted materials shall not be used until the mix design for those materials has been approved by the Engineer.

The completed mixture, after addition of water and set control agent, if used, shall be such that the microsurfacing mixture has proper workability. At the expiration of the road closure hours, the microsurfacing mixture shall be sufficiently cured to support unrestricted traffic.

### **203-16.4 Proportioning.**

Aggregate, mineral filler, MSE, water, and additives, including the set-control agent, if used, shall be proportioned by volume utilizing the mix design approved by the Engineer. If more than one kind of aggregate is used, the correct amount of each kind of aggregate to produce the required grading shall be

proportioned separately, prior to adding the other materials of the mixture, in a manner that will result in a uniform and homogeneous blend.

The aggregate shall be proportioned using a belt feeder operated with an adjustable cutoff gate. The height of the gate opening shall be determinable. The MSE shall be proportioned by a positive displacement pump. Variable rate emulsion pumps, if used, shall be calibrated and sealed in the pump's calibrated condition in conformance with California Test 109 prior to usage.

The delivery rate of aggregate and MSE per revolution of the aggregate feeder shall be calibrated at the appropriate gate settings for each mixer-spreader truck used on the project in conformance with California Test 109 and in conformance with the provisions of these special provisions.

The aggregate belt feeder shall deliver aggregate to the pugmill with such volumetric consistency that the deviation for any individual aggregate delivery rate check-run shall not exceed 2.0 percent of the mathematical average of three runs of at least 3 tons each. The emulsion pump shall deliver MSE to the pugmill with such volumetric consistency that the deviation for any individual delivery rate check-run shall be within 2.0 percent of the mathematical average of 3 runs of at least 300 gallons (1135 L) each. The water pump shall deliver water to the pugmill with such volumetric consistency that the deviation for any individual delivery rate check-run shall be within 2.0 percent of the mathematical average of 3 runs of at least 300 gallons (1135 L) each.

The MSE storage tank shall be located immediately before the emulsion pump and shall be equipped with a device which will automatically shut down the power to the emulsion pump and aggregate belt feeder when the MSE level is lowered to a point where the pump suction line is exposed.

A temperature-indicating device shall be installed in the emulsion storage tank at the pump suction level. The device shall indicate the temperature of the MSE and shall be accurate to within 10°F (5°C).

The belt delivering the aggregate to the pugmill shall be equipped with a device to monitor the depth of aggregate being delivered to the pugmill. The device for monitoring the depth of aggregate shall automatically shut down the power to the aggregate belt feeder whenever the depth of aggregate is less than the target depth of flow. A second device shall be located where the device will monitor the movement of the aggregate belt by detecting revolutions of the belt feeder. The devices for monitoring no flow or belt movement shall automatically shut down the power to the aggregate belt when the aggregate belt movement is interrupted. The device to detect revolutions of the belt feeder will not be required where the aggregate delivery belt is an integral part of the drive chain. To avoid erroneous shutdown by normal fluctuation, a delay of 3 seconds will be permitted between sensing and shutdown of the operation.

### **203-16.5 Mixing and Spreading Equipment.**

The microsurfacing shall be mixed in continuous pugmill mixers of adequate size and power for the type of microsurfacing to be placed. All indicators shall be in conformance with the provisions of these special provisions and shall be in working order prior to commencing mixing and spreading operations.

Mixer-spreader trucks shall be equipped to proportion the MSE, water, aggregate, mineral filler, and set-control additives by volume. Rotating and reciprocating equipment on mixer-spreader trucks shall be covered with metal guards.

The mixer-spreader truck shall not be operated unless low-flow and no-flow devices and revolution counters are in good working condition and functioning and metal guards are in place. Indicators required by these special provisions shall be visible while walking alongside the mixer-spreader truck.

Aggregate feeders shall be connected directly to the drive on the emulsion pump. The drive shaft of the aggregate feeder shall be equipped with a revolution counter reading to the nearest one-tenth of a revolution.

The identifying number of mixer-spreader trucks shall be at least three inches (75 mm) in height, located on the front and rear of the vehicle.

The microsurfacing mixture shall be spread by means of a spreader box conforming to the following requirements:

#### Spreader Box

The spreader box shall be capable of placing the microsurfacing a minimum of 12 feet (3.6 m) wide and shall have strips of flexible rubber belting or similar material on each side of the spreader box and in contact with the pavement to prevent the loss of microsurfacing from the box. Spreader boxes over eight feet (2.38 m) in application width shall have baffles, reversible motor driven augers or other suitable means to insure uniform application on superelevated sections and shoulder slopes. Spreader box skids shall be maintained in such manner as to prevent chatter (wash boarding) in the finished mat. The spreader box in use shall be clean and free of microsurfacing and MSE at the start of each work shift.

The spreader box shall have a series of strike-off devices at the rear of the box. The leading strike-off device shall be fabricated of steel, stiff rubber or other suitable material. The number of strike-off devices shall be determined by the Contractor. The first strike-off device shall be designed to maintain close contact with the pavement during the spreading operations, shall obtain the thickness required, and shall be capable of being adjusted to the various pavement cross sections for application of a uniform microsurfacing finished surface. The final strike-off device shall be fabricated of flexible material suitable for the intended use and shall be designed and operated to ensure a uniform texture is achieved in the finished surface of the microsurfacing. The final strike-off device shall be cleaned or changed daily if problems with longitudinal scouring occur.

Flexible fabric drags attached to the rear of the spreader box shall not be used.

#### Wheel Path Depression (Rut) Box

The wheel path depression (rut) box shall be designed to have adjustable strike-off devices to regulate the depth and shall have a width of between five feet (1.52 m) and six feet (1.81 m). Hydraulic augers, or similar devices, shall be installed and shall be capable of moving the mixed material from the rear to the front of the filling chamber. These devices shall also be capable of guiding the larger aggregate into the center, deeper section of the wheel path depression, and forcing the finer material toward the outer edges of the spreader box.

The microsurfacing mixture, to be spread in areas inaccessible to the controlled spreader box, may be spread by other methods upon approval of the Engineer.

## **SECTION 210 PAINT AND PROTECTIVE COATINGS**

### **210-1 PAINT.**

#### **210-1.6.1 General.** *Add the following:*

Unless otherwise specified or shown on the plans, traffic striping and pavement markings shall be thermoplastic conforming to the provisions of Section 84-2, “Thermoplastic Traffic Stripes and Pavement Markings” of the 2010 edition of the California Department of Transportation (Caltrans) Standard Specifications, and Standard Plans; these Special Provisions, and City Standard Plans.

All Pavement markers, markings, and striping shall be done in accordance with City Standard Plans 616A and 616B

**SKID RESISTANT THERMOPLASTIC**

Composition:

<b>Binder</b>	<b>20%</b> (18% min.)
<b>Glass Beads</b>	<b>20%</b> (15% min.)
<b>TiO<sub>2</sub> Pigment</b>	<b>10%</b> (7% min.)
<b>Filler</b>	<b>35%</b> (37% max.)
<b>Cullet</b>	<b>15%</b> (10% min.)

The crushed glass cullet in such mixture shall be produced from cullet of clear glass, with a maximum size of 850 micrometers (100% passing by weight) and a minimum size of 425 micrometers (0-5% passing by weight). The skid resistance shall be a minimum of 55 BPN. The maximum thickness shall be 3mm (1/8”).

Skid Resistant Thermoplastic can be substituted with Flint Trading, Inc. “Pre Mark” Preformed Thermoplastic with VIZIGRIP products, 336-475-6600 ([www.flintrading.com](http://www.flintrading.com)).

Paint for concrete curbs shall be as follows

Prime coat shall be Dura Line Acrylic Exterior Masonry Primer, or approved equal;

Top Coat shall be Dura Line Exterior Acrylic Masonry Paint, or approved equal

Colors shall include red, white, blue, and yellow

**SECTION 214 PAVEMENT MARKERS**

**214-1 General.** *Add the following:*

Pavement Markers shall conform to Sections 82 and 85 of the Caltrans Standard Specifications, applicable Caltrans Standard Plans, these Special Provisions and City Standard Plans.

**214-2 Type of Markers.** *Add the following to section 85-1.02 “Type of Markers” of the Caltrans Standard Specifications:*

- Type I – Two-Way Blue Retroreflective Markers
- Type P Object Markers
- Dura-Curb

**214-7 BITUMINOUS ADHESIVE.** *Add the following to section 85-1.055 “Adhesives” of the Caltrans Standard Specifications:*

All markers shall be secured with bituminous adhesives. Epoxy adhesives shall not be used.

## **SECTION 215 ROADSIDE SIGNS, CONSTRUCTION AREA SIGNS AND TRAFFIC CONTROL SIGNS**

*This Section “215 Roadside Signs, Construction Area Signs and Traffic Control Signs” is added:*

### **215-1 ROADSIDE SIGNS.**

#### **215-1.1 General.**

Signs associated with rubber speed cushion installations shall be W17-1 (Speed Bump) and W13-1 (15 MPH) signs per City Standard Plan No. 131A.

Signs shall be installed on new unistrut posts per City Standard Plan No. 136.

All signs shall be 0.080” gauge aluminum alloy 6061-T or 5052-H38.

Reflective sheeting shall be 3M scotchlite diamond grade visual impact performance reflective sheeting.

### **215-2 STATIONARY MOUNTED CONSTRUCTION AREA SIGNS**

#### **215-2.1 General.**

The minimum size of signs shall be as indicated in the following table:

<b>Description</b>	<b>Size (Pole Mounted)</b>	<b>Size (Barricade Mounted)</b>
W20-1 “Road Work Ahead”	48” x 48”	36” x 36”
G20-2 “End Road Work”	48” x 24”	36” x 18”
W8-8 “Rough Road”	30” x 30”	30” x 30”
W8-7 “Loose Gravel”	30” x 30”	30” x 30”
W21-2 “Fresh Oil”	24” x 24”	24” x 24”
Type P “Steel Plates Ahead”	36” x 36”	36” x 36”

All construction area signs shall have the Contractor’s name and telephone number labeled on the back of the sign panel.

#### **215-2.2 Sign Panel Fastening Hardware.**

Back braces for signs shall be commercial quality, mild steel, hot-dip galvanized after fabrication.

Straps and saddle brackets for mounting sign panels on electroilers, sign structure posts and traffic signal standards shall be corrosion-resisting chromium nickel steel conforming to the specifications of ASTM Designation: A167, Type 302.

Lag screws, bolts, metal washers and nuts shall be commercial quality steel, hot-dip galvanization after fabrication.

## **215-3 TRAFFIC CONTROL SIGNS**

### **215-3.1 General.**

Traffic control shall meet the requirements of Section 7-10, "Public Convenience and Safety".

Used signs with the specified sheeting material will be considered satisfactory if they conform to the requirements for visibility and legibility and the colors conform to the requirements of the current 2014 CA MUTCD. A significant difference between day and night-time reflective color will be grounds for rejecting signs.

All traffic control signs shall have the Contractor's name and telephone number labeled on the back of the sign panel.

If any component in the traffic control systems is displaced, or ceases to operate or function specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way. If the Contractor so elects, said components may be stored at selected central locations, approved by the Engineer, within the limits of the street right-of-way.

Contractor is hereby directed to the presence of high volume of pedestrians in the vicinity of the project site. The City will require that the Contractor provide clear pedestrian access within the construction limit. The Contractor shall at all times be responsible for the safety of all pedestrians within construction limit through the duration of this project. Contractor equipment shall not obstruct automobile line of sight to pedestrians. The Contractor's attention is directed to Section 7-10.1.1 "Pedestrian Access."

## **SECTION 216 – RUBBER SPEED CUSHIONS**

*This Section "216 Rubber Speed Cushions" is added:*

### **216-1 GENERAL.**

Installation hardware including: lag bolts; washers; caps; anchors; connectors; and adhesive shall be compatible installation kits by Road Kare International (contact [www.roadkare.com](http://www.roadkare.com) , phone 800 942-9305), or approved equal.

## **PART 3 - CONSTRUCTION METHODS**

Methods of construction for all work performed on public property in the City of San Leandro shall conform with the Standard Specifications for Public Works Construction, the "GREENBOOK", the 2006 edition and 2008 supplements thereto, adopted by the Southern California Chapter of the American Public Works Association; and Sections 82, 84, 85, and 86 of the 2010 edition of California Department of Transportation (Caltrans) Standard Specifications; and the Special Provisions (Technical Specifications) thereto adopted by the Engineer as follows:

All work within the public Right-of-Way or on public property of the City of San Leandro shall be performed under auspices of either improvement drawings signed and approved by the Engineer or a valid encroachment permit.

Part 3 of the Special Provisions shall conform to Part 3 of the Standard Specifications except as modified herein.

### **SECTION 301 – TREATED SOIL, SUBGRADE PREPARATION, AND PLACEMENT OF BASE MATERIALS**

#### **301-1 SUBGRADE PREPARATION**

##### **301-1.6 Adjustment of Manhole Frame and Cover Sets to Grade.** *Replace with the following:*

At locations marked/directed by the Engineer, utility and monument frames and covers shall be adjusted to finish grade after street sealing work is completed. Sanitary sewer and storm water manhole frames and covers shall be adjusted in conformance with the details shown on City Standard Plan "Utility Frame and Cover Adjustment" (Dwg. 222, Case 3101). Sanitary sewer lamphole/cleanout frames and covers shall be adjusted in conformance with the details shown on City Standard Plan "Pipeline Riser and Cleanout" (Dwg. 302, Case 3101). Survey monument frames and covers shall be adjusted in conformance with the details shown on City Standard Plan "Survey monument" (Dwg. 134, Case 3101).

Facilities below covers shall be protected from damage and debris from entering. False bottoms shall be installed in all manholes and storm water inlets to prevent debris from entering. Such false bottoms shall be immediately removed upon completion of adjustment to grade operations.

Manhole frames and covers etc. shall be adjusted to grade to conform within 1/8 inch of the adjusted pavement elevation. Contractor shall remove all new and old asphalt concrete or street sealing material from the cover and rim. Contractor shall notify the City of any frames and covers which are found to rock or are noisy prior to adjustment; otherwise, the Contractor is responsible for the replacement of any rocking or noisy frames and covers.

The Contractor shall complete the adjustment to final grade of all manholes, etc., in accordance with the following requirements:

1. Coordinate work among subcontractors to avoid cutting through new traffic stripes and vehicle detector loops. Contractor shall be responsible for the reinstallation of all damaged detector loops and traffic stripes caused by poor coordination work.
2. All traffic lanes to be opened by 4:30 p.m. or as otherwise noted on Lane Closure Charts.
3. No depressions after traffic lanes are open. Protect newly poured collars subject to vehicular traffic with trench plates until concrete has sufficiently set to withstand damage.
4. No more than five (5) manholes may be opened at any one time on any one street.

5. All work must be confined to one traffic lane at a time in each direction. Traffic is not to weave to avoid adjustments.

**301-1.6.1 Payment.** *This subsection is added:*

The contract price paid for **Bid Item No. 8 and Additive Bit Item No. 8A, “Adjust Sanitary Sewer or Storm Water Manhole Frame and Cover to Grade”** shall include full compensation for all work required by Section 301-1, in adjusting sanitary sewer and storm water manhole frames and covers to grade at the locations indicated on the plans.

Payment for this bid item shall be per each (EA).

The contract price paid for **Bid Item No. 9 and Additive Bit Item No. 9A, “Adjust Survey Monument or Sanitary Sewer Lamphole Frame and Cover to Grade”** shall include full compensation for all work required by Section 301-1, in adjusting survey monument or sanitary sewer lamphole frames and covers to grade at the locations indicated on the plans.

Payment for this bid item shall be per each (EA).

## **SECTION 302 ROADWAY SURFACING**

### **302-1 COLD MILLING OF EXISTING PAVEMENT.**

#### **302-3 DISTRESSED PAVEMENT REPAIR (DIG OUTS).** *This sub-section is added:*

##### **302-3.1 General.**

Contractor shall remove the road material to a depth of 4-6” below the existing surface and replace that depth with PG 64-10 asphalt . Removal shall be done in accordance with section 302-1, and removal includes off hauling per section 7-8.1. Installation of new material shall be done in accordance with Section 302-5. Dig out depths shall be specified in the field by the Engineer.

##### **302-3.2 Measurement and Payment**

The contract price paid for **Bid Item No. 3 and Additive Bit Item No. 3A, “Distressed Pavement Repair”** shall include full compensation for furnishing all labor, tools, equipment, and incidentals and for doing all work specified in Section 302-3. Measurement shall be per ton.

Payment for this bid item shall be per ton (TN).

#### **302-4 Emulsion-Aggregate Slurry.** *Add the following:*

Emulsion-Aggregate Slurry work hereinafter referred to as “Slurry Seal” shall be done in accordance with Section 302-4. Slurry Seal shall be a Type II unless specified otherwise. “Cape Seal” is defined as a Chip Seal followed by application of a Slurry Seal.

##### **302-4.2 Mixing.** *Add the following:*

The Slurry Seal spreading and mixing equipment shall be equipped with the following:

- A. A burlap drag not shorter than 18 inches or longer than 24 inches in length. The drag shall be replaced when it loses its flexibility.

- B. A calibrated emulsion tank with a stick gauge or other measuring device that allows for quick accurate measurement of the volume.

CALIBRATION/DEMONSTRATION. The Contractor shall calibrate the spreader vehicle(s) to be used on the project to the approved mix design prior to their arrival at the job site, and shall furnish the Engineer a copy of the calibration settings for each vehicle. Thereafter, no adjustments in the aggregate and emulsion settings shall be made without the approval of the Engineer.

The Contractor shall demonstrate the ability to mix and apply slurry in a satisfactory manner and to the approved mix design with each spreader vehicle. Until the Engineer is satisfied, contractor may not move out of demonstration area. No payment shall be made for re-slurring areas to demonstrate ability to apply slurry as specified. The demonstration area shall be determined by the Engineer.

### **302-4.3 Application.**

#### **302-4.3.1 General.** *Add the following:*

SURFACE PREPARATION. Surface preparation work shall conform to the requirements of Section 302-2.2. Before the latex-modified Slurry Seal is applied, the surface of the previously applied chip seal coat shall be swept free of loose chips using equipment approved for use under Section 302-2.6

REMOVAL OF GREASE AND OIL SPOTS. All grease and/or oil spots shall be removed by an approved method or sealed with a quick drying latex emulsion with additives to coat and promote adhesion over oil, gasoline spots such as OverKote Oil-Spot Seal or approved equal. Grease build up greater than 1/32 of an inch shall be removed by scraping or other mechanical methods.

REMOVAL OF WEEDS/VEGETAION. The removal of all weeds and plant material is the responsibility of the Contractor, including areas previously prepared by City crews. Removal of weeds, plant material, dirt and deleterious material shall be done three weeks prior to the application of the first surface seal application using a combination of a systemic chemical weed killer such as "Roundup" and an herbicide such as "Scythe" or approved equals. **Applicator of herbicide must be licensed through the California Department of Pesticide Regulation.**

After the completion of weed removal and immediately prior to applying of the first surface seal application, the entire pavement surface shall be thoroughly cleaned by the contractor to remove any dirt, vegetation, weeds dust, leaves, water or other foreign material. Cracks less than ¼" not previously crack sealed are to be cleaned out with a "Regenerative Air Sweeper," immediately prior to surface treatment. A high pressure (greater that 100 psi) air compressor shall be used in combination with sweeper if necessary to dislodge debris from cracks.

PROTECTION OF CASTING COVERS. All casting covers (such as manholes, monuments, clean-out, water valve, etc.) and all other street hardware items shall be protected from the application of street sealing treatments by the application of stickum-type paper templates placed on each casting prior to the street sealing operations. Diesel application on the above-mentioned covers and hardware is strictly prohibited. The methods of protection and referencing, locating and cleaning shall be submitted by the Contractor and shall be subject to approval by the City during the pre-construction meeting.

SWEEPING. Contractor shall provide at a minimum one "Regenerative Air Sweeper" and one rear broom pickup sweeper per application crew solely dedicated to surface preparation separate and in addition to post application sweepers.

#### **302-4.3.2 Spreading.** *Add the following:*

For streets, parking lots and other areas designated for Cape Seal, the Chip Seal shall be allowed to age and cure under traffic for at least one week before placing the slurry mixture. A longer curing period shall be required if, in the opinion of the Engineer, the asphaltic emulsion used for the Chip Seal has not achieved a reasonable set which could result in damage to the Cape Seal if prematurely covered by the slurry mix. If the Engineer determines that 1) the Chip Seal has cured and will take brooming without damage, and 2) slurring sooner than the one week curing period will cause less inconvenience to the public, the one week curing period may be adjusted by the Engineer.

Notification will be given to the Contractor by the Engineer indicating when the slurry mixture can be applied. Unless adverse weather conditions prevail, as determined by the Engineer, the curing period shall not exceed two (2) weeks.

The Contractor shall patch the Chip Seal where any voids exist prior to application of the Slurry Seal. Any void caused by automobile tires, poor adhesion of the chips to emulsion, or any other cause shall be the Contractor's responsibility to patch prior to application of Slurry Seal.

The surface to be slurried shall be lightly pre-dampened with a fog spray of water. The slurry machine shall move forward at such a speed that the fluid slurry mixture will penetrate and substantially fill all available voids in the Chip Seal. The slurry box squeegees, rubber belting or similar material, shall be flexible enough to wipe the slurry uniformly over the surface of the chip seal without gouging, scouring or abrading the chips.

The Slurry Seal shall not be applied when either atmospheric or pavement temperature is 60 degrees Fahrenheit and falling but may be applied when either the atmospheric or pavement is 55 degrees Fahrenheit and rising. The Slurry Seal shall not be applied during periods of abnormally high relative humidity. Slurry Seal shall not be applied when raining or foggy. No application of Slurry mixture shall be permitted when the temperature of the pavement to be surfaced is below 50 degrees Fahrenheit or when the air temperature is below 60 degrees Fahrenheit in the shade or when in the opinion of the Engineer, road conditions, road temperatures, imminence of rain, wetness or dampness are not conducive to successful results.

The Slurry Seal mixture shall not be applied prior to 8:00 a.m. and shall cease by 3:00 p.m., except if approved by the Engineer. Approval of applications after 3:00 p.m. will only be for the purpose of completing the section of work.

**No more than 25,000 SY of Slurry Seals shall be placed per slurry crew per day.**

The slurry mixture shall be of the desired consistency when deposited on the surface. Total time of mixing shall not exceed four (4) minutes. A sufficient amount of slurry shall be carried in all parts of the spreader at all time so that complete coverage is obtained. No lumping, balling, or unmixed aggregate shall be permitted. No segregation of the emulsion and aggregate fines from the course aggregate will be permitted. If course aggregate settles to the bottom of the mix, the slurry will be removed from the pavement. No excessive breaking of the emulsion will be allowed in the spreader box. No streaks, such as caused by oversize aggregate, will be left in the finished pavement. Ridges (especially at existing raised pavement markers) and washboarding in the finished product will not be allowed.

The Slurry Seal shall be placed at rate of 12 to 14 pounds (dry weight) of aggregate per square yard. Actual rate to be determined by the surface being sealed and the aggregate gradation. The Engineer will monitor and approve the application rate throughout the project.

The Slurry Seal mixture shall be applied so that the joint between the asphalt and the concrete gutter is filled but not overlapping. Any application or spillage beyond this joint shall be removed or cleaned up by the Contractor to the satisfaction of the Engineer. Gutter spills shall be cleaned immediately.

All lines of termination of Slurry Sealing shall be neat and straight. The Contractor shall accomplish this by providing and installing roofing paper, or an approved equal header materials at all Limits of Work.

Longitudinal joints shall be at the crown of the street or at the edge of travel lanes.

No excessive buildup or unsightly appearance shall be permitted on longitudinal or transverse joints. Burlap drags shall be used.

Approved squeegees shall be used to spread slurry in areas non-accessible to the slurry mixer. Care shall be exercised in leaving no unsightly appearance from hand work.

At any time the quality of the mix or workmanship is not the satisfaction of the Engineer, the job shall be discontinued until a correction is made which is satisfactory to the Engineer.

Wheel tracks in the slurry shall be repaired to the satisfaction of the Engineer at the Contractors sole expense.

Gutters, curbs, sidewalks, driveways, and other structures adjacent to the pavement to be Slurry Sealed shall be cleaned of excess Slurry Seal to the satisfaction of the Engineer.

All incidental work such as surfacing of driveway aprons and returns shall be done concurrently with the surfacing of the street proper. Slurry Seals shall not overlap the concrete gutter but shall leave a neat, straight edge. The edges of the limits of the slurry seal application on both sides of the street shall be maintained in a neat and uniform line. Care will be taken to avoid leaving ridges at the lap joints between adjoining center of the lane. In no case will ridges be allowed in the normal wheel track of vehicles. The forward speed of the slurry spreader shall be adjusted to eliminate corrugations or surface irregularities in the slurry coat, which are caused by excessive speed.

The Contractor shall furnish and maintain in good operating condition all tools and equipment necessary to do the work with a minimum of inconvenience to the public and shall employ sufficient personnel to operate all equipment efficiently and skillfully.

The Contractor shall remove any excess slurry from concrete gutters, sidewalks, driveways, etc., before the end of the workday. The Contractor shall not start work on the following day until all excess slurry is removed as determined by the Engineer.

ROLLING The finished surface of the slurry shall be rolled by a self-propelled 10 ton pneumatic roller with a tire pressure of 50 PSI and equipped with a water spray. The rolling shall commence as soon as the slurry seal has cured sufficiently enough so as not to pick up on the tires of the roller and shall be completed no later than 8 hours after application. A minimum of three (3) complete coverages shall be provided. Contractor shall provide a minimum of one (1) roller per application crew. If a roller is not provided the corresponding application crew will not be allowed to continue to work.

SWEEPING All streets shall be swept within 24 hours and again within 48 hours after placing the slurry seal and as often as necessary to remove loose aggregate from the roadway. The use of any sweeper that causes damage to the seal coat shall not be permitted. The sweepers shall be self-propelled vacuum, regenerative air, or rear broom pickup, with water spray bars to reduce dust. If necessary, more than one type of sweeper shall be used. Sidewinder sweepers or brooms that windrow material and do not remove it shall not be used. Completion of sweeping shall be evidenced by the absence of loose aggregate in gutters, driveways, sidewalks and adjacent areas. Attention is directed to the sweeping of areas with excessive raveling as directed by the City Engineer. Special attention (blowers, hand sweeping, etc.) shall be required in sweeping driveways and under and around parked vehicles clear of loose aggregate. The Contractor shall also be responsible for removal of all aggregate from sidewalks and other affected areas. The Contractor shall provide a minimum of three (3) sweepers per slurry application crew to sweep all

streets within 24 hours and again within 48 hours after spreading slurry application solely dedicated to post application sweeping separate and in addition to surface preparation sweepers.

The slurry seal shall be swept at a minimum of four (4) times as follows:

- Within 24 hours and again within 48 hours
- Prior to striping
- Immediately prior to project acceptance

The Contractor shall refrain from using fuel or solvents of any kind for cleaning tools and equipment in such a manner as to permit spillage of diesel fuel or solvent on the pavement, curbs, gutters, parkways or other adjoining area.

**302-4.5 Measurement and Payment.** *Add the following:*

Contractor shall provide Weighmaster certificates to the City for polymer modified asphaltic emulsion and aggregates incorporated into the work on the day of application.

The contract price paid for **Bid Item No. 7 and Additive Bit Item No. 7A, “Emulsion Aggregate Slurry”** shall include full compensation for furnishing all labor, tools, equipment, and incidentals and for doing all work specified in Section 302-4.

Payment for this bid item per square yard (SY) is a **Final Quantity**.

**302-4.6 Reduction in Payment Based on WTAT.** *Replace with the following:*

Payment to the Contractor will be reduced for failure to comply with Wet Track Testing requirements stated in 302-4.3.3. The following definitions are made for the purposes of this section:

- A. Areas shall be all streets that were slurry sealed on one day.
- B. Tests shall be in accordance with Sections 203-3, 203-5.2 and 302-4.3.3

Minimum of two samples per mixing truck shall be taken for each area.

When any test is outside acceptable tolerances, the entire area shall be considered outside acceptable tolerances and subject to remedial action or deductions.

The residual asphalt content of the Slurry Seal shall be acceptable within a tolerance of minus one (-1.0) percent to plus two (+2.0) percent from the approved mix design residual asphalt content. Minimum of two samples per mixing truck shall be taken for each area.

When a test for an area indicates that the residual asphalt content of the Slurry Seal is above or below the acceptable tolerance, the following deductions shall apply:

- A. A deduction of two cents per square yard (\$0.02/SY) of area applied with Slurry Seal shall be made from the bid amount paid for Slurry Seal for each one-half (0.5) percent or portion thereof that the residual asphalt content is above or below the acceptable tolerance.
- B. When the residual asphalt content is above three (3) percent of the acceptable tolerance, a deduction of fifty (50) percent shall be made from the bid amount paid for Slurry Seal for that area of application.

ALL OTHER NONCOMPLIANCE CONDITIONS. A deduction of 10 cents per square yard of street area shall be deducted from the Contractor's due payment for other materials tested that fall below 90% of a specified minimum requirement or above 100% of a specified maximum requirement. Such deductions shall apply to all deviations from test requirements where penalties are not specified elsewhere.

### **302-10 ASPHALT RUBBER AGGREGATE MEMBRANE**

#### **302-10.1 Application.** *Add the following:*

Surface preparation shall be per Section 302-4.3.1.

Asphalt rubber chip seal shall not be applied prior to 8:00 a.m. and shall cease by 3:00 p.m., except if approved by the Engineer. Approval of applications after 3:00 p.m. will only be for the purpose of completing the section of work.

#### **No more than 25,000 SY of Asphalt Rubber Chip Seal shall be placed per slurry crew per day.**

Distributor bar height, distribution speed, and shielding materials shall be utilized to reduce the effects of wind upon spray distribution as directed by the Engineer. The Engineer will delay or reschedule work when high, gusting or dirty winds prevent or adversely affect binder or screening application operations. Necessary equipment shall be in position and ready to commence placement operations before starting.

The Contractor shall comply with Federal, State, and Local environmental laws, rules, regulations, and ordinances including, but not limited to, air quality requirements.

If required by the Engineer, a 300ft. test section shall be applied with each pressure distributor which is to be used for application of the asphalt rubber binder. The test section may be located on a street to be sealed or a site within the City as directed by the Engineer. Adjustments of nozzles to achieve proper overlap and determination of application rates shall be established as part of the calibration.

All lines of termination of emulsion application shall be neat and straight. The Contractor shall accomplish this by providing and installing roofing paper or an approved equal header material at all Limits of Work. Chip seal shall not be placed with 12 inches of the gutter lip, as shown in detail 4/5.

The Contractor shall immediately remove any excess asphalt rubber binder from the concrete gutters. The Contractor shall not start the next day's work until all excess asphalt rubber binder is removed to the satisfaction of the Engineer.

Contractor shall provide traffic control for application and protection of new work.

Overlapping applications of chip seal is strictly prohibited. All overlap applications shall be immediately removed. Masking of areas to be protected of previously applied chip seal and/or cut-off/shield mechanisms shall be incorporated into the work and/or equipment.

The site for stockpiling and batching materials shall be clean and free from objectionable material.

#### **302-10.1.2 Public Convenience and Traffic Control.** *This sub-section is added:*

As specified in Section 6-1 "Construction, Schedule and Commencement of Work" and Section 7-10 "Public Convenience and Safety", the Contractor shall submit his phasing drawings and schedule coordinated with Section 302-4.4 to the Engineer for approval. The schedule of the Emulsion-Aggregate Slurry Seal application shall be considered the controlling schedule and the schedule of the Chip Seal application shall closely precede its progression through the streets and shall meet all of the requirements

of Section 7-10. Based upon the phasing schedule, the Contractor shall notify resident and business of the work and distribute the approved door hanger at least 48 hours and no more than 96 hours prior to the scheduled sealing of the streets affected.

Work shall be phased to allow parking within 1000 ft. of residential, commercial, and industrial areas.  
Work shall be phased to allow parking on adjacent streets.

Contractor is responsible for obtaining staging and stockpile locations as required.

The Contractor shall have a representative on the job site at all times whose sole duties shall be to supervise the work crew and coordinate activities pertaining to seal coat operations, including quality control; traffic control and public convenience and notifications. Contractor' attention is directed to Sections 2-11 "Inspection" and 7-6 "The Contractors Representative".

**302.10.1.3 Submittals.** *This sub-section is added:*

No work shall be done without approved submittals. The Contractor shall make the following submittals:

At the option of the Engineer, the Contractor shall furnish to the Engineer 4 one-quart cans filled with the asphalt rubber binder proposed for use on the project at least 2 weeks before its intended use. The Contractor shall supply the Engineer, for approval, a binder formulation, design profile and samples of all materials to be used in the asphalt rubber binder, at least two (2) weeks before construction is scheduled to begin. The binder formulations shall consist of the following information:

A. Paving Asphalt and Modifiers:

1. Source and grade of paving asphalt.
2. Source and identification (or type) of modifiers used.
3. Percentage of asphalt modifier (if required) by weight of paving asphalt.
4. Percentage of the combined blend of paving asphalt and asphalt modifier (if required) by total weight of asphalt rubber binder to be used.
5. Laboratory test results for test parameters shown in these special provisions.

B. Crumb Rubber Modifier (CRM):

1. Source and identification (or type) of scrap tire and high natural CRM.
2. Percentage of scrap tire and high natural CRM by total weight of the asphalt rubber blend.
3. If CRM from more than one source is used, the above information will be required for each CRM source used.
4. Laboratory test results for test parameters shown in these special provisions.

C. Asphalt Rubber Binder:

1. Laboratory test results of the proposed blend for test parameters shown in these special provisions.
2. The minimum reaction time and temperature.

D. Screenings

1. At the option of the Engineer, the Contractor shall provide samples of the chip seal screenings (50 pounds each sample) including location of source, name and address of supplier

All costs for retesting due to materials failing to meet the requirements of the Contract shall be borne by the Contractor.

**302-10.2 Screenings.** *Add the following:*

The distance between the rollers and the screenings spreader shall not exceed 200 feet at any time during the spreading of the screenings operations.

The contractor shall immediately remove any excess emulsion from the gutters. The contractor shall not continue to the next street until all excess emulsion is removed to the satisfaction of the Engineer. No extension of time will be granted due to delay caused by non-compliance with this provision.

If required by the Engineer, a 300 ft. test section shall be covered with each self-propelled spreader in order to check spread rate and to determine that the spreader is in good operating condition. A tolerance rate of  $\pm 2$  lb./SY will be permitted in spreading the aggregate.

Initial sweeping shall be completed before controlled traffic is permitted on the asphalt rubber seal coat. Removal of excess screenings shall be completed before uncontrolled traffic is permitted on the completed asphalt rubber seal coat. Final sweeping shall be done and loose screenings shall be removed without dislodging the screenings set in the asphalt rubber binder prior to acceptance.

The sweepers shall be self-propelled vacuum, regenerative air, or rear broom pickup, with water spray bars to reduce dust. If necessary, more than one type of sweeper shall be used. Sidewinder sweepers or brooms that windrow material and do not remove it shall not be used. All areas shall be swept a second time or more if necessary in the same manner as the first sweeping or as directed by the Engineer. Completion of sweeping shall be evidenced by the absence of loose chips in gutters or driveways. Special attention (blowers, hand sweeping, etc.) shall be required in sweeping driveways and under and around parked vehicles clear of loose chips. The Contractor shall also be responsible for removal of all chips from the sidewalks and other affected areas. All streets shall be swept within 24 hours and again within 48 hours after placing the chip seal and as often as necessary to remove loose chips from the roadway. Upon approval of the Engineer, excess chips swept from the street may be uniformly distributed along streets with unimproved shoulders.

The use of any sweeper that causes damage to the chip seal coat shall be discontinued. The contractor shall patch the chip seal where any voids exist prior to application of the slurry seal. Any void caused by automobile tires, poor adhesion of chips to asphalt rubber binder, or any other cause shall be the contractor's responsibility to patch prior to application of the slurry seal.

The Contractor shall refrain from using fuel or solvents of any kind for cleaning tools and equipment in such a manner as to permit spillage of diesel fuel or solvent on the pavement, curbs, gutters, parkways or other adjoining area.

The completed surface shall be free of gaps, ridges, depressions or other irregularities.

**302-10.5 Measurement and Payment.** *Add the following:*

The contract price paid for **Bid Item No. 6 and Additive Bit Item No. 6A, "Asphalt Rubber Chip Seal"** shall include full compensation for furnishing all labor, tools, equipment, and incidentals and for doing all work specified in Section 302-10.

Payment for this bid item per square yard (SY) is a **Final Quantity**.

**302-10.6 Reduction in Payment for Non Compliance.** *This sub-section is added:*

The following definitions are made for the purposes of this section:

- A. Areas shall be all streets that were chip sealed on one day.

- B. Tests shall be in accordance with 203-11.2 and 203-11.4.1 of these Special Provisions. Additionally, the screenings spread rate shall be tested.

Minimum of two samples per spreader truck shall be taken for each area.

When any test is outside acceptable tolerances, the entire area shall be considered outside acceptable tolerances and subject to remedial action deductions.

The asphalt rubber binder content of the chip seal shall be acceptable within a tolerance of minus one (-1.0) percent to plus two (+2.0) percent from the approved mix design asphalt rubber content.

When a test for an area indicates that the asphalt rubber binder content of the chip seal is above or below the acceptable tolerance, the following deductions shall apply:

- A. A deduction of twenty cents per square yard (\$0.20/SY) of area applied with chip seal shall be made from the bid amount paid for chip seal for each one-half (0.5) percent or portion thereof that the asphalt rubber content is above or below the acceptable tolerance.
- B. When the asphalt rubber content is above three (3) percent of the acceptable tolerance, a deduction of fifty (50) percent shall be made from the bid amount paid for chip seal for the area of application.

When tests for an area indicate that the application of screenings is less than 90 percent of the approved rate per square yard, one of the following remedies shall be applied:

- A. A deduction of ten cents per square yard (\$0.10/ SY) of area applied with chip seal shall be made from the bid amount paid for chip seal in the area for each one (1) percent or portion thereof that the aggregate application rate falls below 90 percent of the requirement. The maximum such deduction shall be (\$0.15/SY) for chip seal.
- B. When the application rate falls below 75 percent of the requirement, the area shall receive an additional chip seal at the Contractor's expense.

**ALL OTHER DEVIATIONS:** A deduction of ten cents per square yard (\$0.10/SY) of street area shall be deducted from the Contractor's due payment for other materials tested that fall below 90% of a specified minimum requirement or above 110% of a specified maximum requirement. Such deductions shall apply to all deviations from test requirements where penalties are not specified elsewhere.

**302-14 MICROSURFACING** *This sub-section is added:*

**302-14.1 General.**

Before placing the microsurfacing, the pavement surface shall be cleaned by sweeping, flushing or by other means necessary to remove loose particles of paving, dirt, and other extraneous material. Surface preparation shall be per Section 302-4.3.1. When required, the roadway surface may be fogged with water ahead of the spreader box. The application of the fog spray may be adjusted to suit temperatures, surface texture, humidity and dryness of pavement.

**302-14.2 Application of Microsurfacing.**

The microsurfacing mixture shall be uniformly spread on the existing surfacing within the rate specified without spotting, rehandling or otherwise shifting of the mixture.

The microsurfacing mixture shall not be placed when the ambient temperature is below 50 °F (10°C) or during unsuitable weather. Microsurfacing shall not be placed if rain is imminent.

When wheel path depressions have a cross section that is deformed 1/2 inch (12.5 mm) or more, the individual wheel paths shall first be filled utilizing a wheel path depression (rut) box in conformance with the provisions of the special provisions. The depth of the wheel path depression shall be determined after the adjacent ridges have been removed, when applicable. The maximum single application for wheel path depressions shall be one inch (25 mm). Wheel path depressions of depths greater than one inch (25 mm) shall require multiple applications in each depression.

Wheel path depression repair shall be constructed with a slight crown to allow for initial compaction by traffic on the microsurfacing.

Microsurfacing seal shall not be placed with 24 inches of the gutter lip, as shown in detail 4/5.

Freshly filled wheel path depressions shall be compacted by traffic for a minimum of 12 hours before additional lifts of microsurfacing material are placed for rut filling purposes or as surface courses.

Microsurfacing shall be spread at a rate within the following ranges of pound of dry aggregate per square yard. **Type II aggregate shall be utilized for this project.**

Microsurfacing Type	Location	Spread Rate
Type II	Full Traffic Width	10 – 20
Type III <sup>1</sup>	Full Traffic Width	20 - 32
Type III <sup>2</sup>	Full Traffic Width	30 – 32

Notes: 1. For microsurfacing over asphalt concrete pavement.  
2. For microsurfacing over Portland cement concrete pavement and concrete bridge decks.

Longitudinal joints shall correspond with the edges of the traffic lanes. The Engineer may permit other patterns of longitudinal joints if the patterns will not adversely affect the quality of the finished product.

Through traffic lanes shall be spread in full lane widths only. Longitudinal joints common to 2 traffic lanes shall be butt joints with overlaps not to exceed 3 inches (76 mm). Building paper shall be placed at the transverse joints to avoid double placement of the microsurfacing. Other suitable methods to avoid double placement of the microsurfacing will be allowed. Hand tools shall be available to remove spillage.

The mixture shall be uniform and homogeneous after placing on the surfacing and shall not show separation of the MSE and aggregate after setting. The completed surface shall be of uniform texture and free from ruts, humps, depressions, or irregularities.

Adequate means shall be provided to protect the microsurfacing from damage by traffic until such time that the mixture has cured sufficiently so that the microsurfacing will not adhere to or be picked up by the tires of vehicles.

Placement of the microsurfacing shall cease a minimum of one hour before the expiration of the road closure hours, unless the Contractor proves to the satisfaction of the Engineer that the surface will be ready for unrestricted traffic at the expiration of the road closure hours.

### 302-14.3 Test Strip.

At the option of the Engineer, the Contractor shall construct a test strip for evaluation by the Engineer. The test strip shall be 300 feet to 500 feet long and shall consist of the application courses specified. The test strip shall be constructed at the same time of day or night that the full production of microsurfacing will be placed and may be constructed in 2 days or nights when multiple course applications are specified.

The Engineer will evaluate the completed test strip after 12 hours of traffic on the completed test strip to determine if the mix design and placement procedure are acceptable. If the mix design or the placement procedure is determined by the Engineer to be unacceptable, the test strip will be rejected, the Contractor shall make modifications, and a new test strip shall be constructed and evaluated by the Engineer. The cost of materials and placement of the test strips, which have been rejected, shall be borne by the Contractor and will not be considered as part of the contract work. If ordered by the Engineer, rejected test strips shall be removed at the Contractors expense.

### **302-14.4 Repair of Early Distress.**

If bleeding, raveling, delamination, rutting, or washboarding occurs within 60 days after placing the microsurfacing, the Contractor shall diligently pursue repairs by any method approved by the Engineer. The Contractor shall not be relieved from maintenance until repairs have been completed.

### **302-14.5 Measurement and Payment.**

The contract price paid for **Bid Item No. 5 “Microsurfacing”** shall include full compensation for furnishing all labor, tools, equipment, and incidentals and for doing all work specified in Section 302-14.

Payment for this bid item per square yard (SY) is a **Final Quantity**.

## **SECTION 310 PAINTING**

### **310-5 PAINTING VARIOUS SURFACES**

#### **310-5.6 Painting of Traffic Striping, Pavement Markings and Curb Markings**

##### **310-5.6.1 General.** *Add the following:*

Traffic striping shall conform to the provisions of Section 82, “Markers and Delineators”, Section 84, “Traffic Stripes and Pavement Markings,” and Section 85, “Pavement Markers,” of the 2010 edition of the California Department of Transportation (Caltrans) Specifications and Standard Plans; these Special Provisions, and City Standard Plans.

Contractor shall note that this contract calls for the removal of all existing thermoplastic and paint traffic striping and pavement markings, and pavement markers on all streets including temporary traffic markings and lines prior to the application of surface sealants. **Striping, pavement markings, and pavement markers shall not be removed earlier than one week prior to application of the first street sealing treatment on any street.**

Contractor shall notify the Engineer five working days prior to removal of pavement stripes, markings and markers.

Sand, paint and thermoplastic residue, or other materials used in the contractor’s operations shall be contained, removed from the project site, and legally disposed of. Under no circumstances shall sand or other materials be permitted to enter the storm drain system.

Existing traffic stripes and pavement legends shall be removed within the Work areas by grinding to the satisfaction of the Engineer. Existing pavement shall not be removed or damaged. In areas not subsequently resurfaced, the pavement markings shall be ground in a rectangular pattern to completely obliterate the original message. The Contractor shall remove and legally dispose of the grinding material.

All areas not subsequently resurfaced shall be fog and sand sealed. The Contractor shall remove and dispose of raised pavement markers and traffic bars within the Work area.

Speed bump chevron patterns shall be installed per City Standard Plan No. 130.

At the preconstruction meeting, the City shall provide striping base maps which show the location and extent of existing pavement striping, markers, and legends. However, the Contractor shall reference certain items in the field which may be difficult to reestablish accurately through the use of base maps. Examples include locations of parking tees, pavement legends, transition points between one type of detail striping to another, etc. Contractor shall supplement the City base maps as needed by referencing pavement striping, markers, and legends prior to their removal such that they can be replaced in their current configuration or modified per Appendix A of the Contract Specifications after street sealing has been completed.

A separate recent project installed concrete curb ramp upgrades, and included the removal of traffic striping and pavement markings at the AC tie-in locations. This scope shall also include the installation/extension of traffic striping and pavement markings onto the areas of AC tie-ins where striping and markers were removed.

Pavement markings including all arrows, symbols, words, crosswalks, and 8-inch stripes shall be thermoplastic, or skid resistant thermoplastic in accordance with City Standard Plan 616 skid resistant thermoplastic may be substituted with Flint Trading, Inc “Pre Mark” Preformed Thermoplastic with ViziGRIP products as applicable, 336-475-6600, [www.flintrtrading.com](http://www.flintrtrading.com).

Temporary traffic markings, centerlines, lane lines, and temporary 200mm (8” inch) white tape stop bar at each stop sign and traffic shall be installed immediately after their removal and at completion of the surface sealant application and before the street is open to traffic **or be subject to liquidated damages.**

**Temporary traffic markings and lines shall be removed prior to application of street sealing treatments and reinstalled afterwards. Contractor shall not cover temporary traffic markings or lines with street sealing material.**

Striping layout lines shall be installed within twenty-four (24) hours after the street is opened to traffic **or be subject to liquidated damages.** Layout lines shall be “Cat Track” type markings. Paint drip lines are not acceptable as layout lines.

Before permanent markings are installed, the layout “Cat Track” marking lines shall be inspected and approved by the Engineer. A smooth transition shall be made on streets where widths of the street changes. The contractor shall allow 3 days for review. No compensation will be made for this delay.

Permanent pavement markers and thermoplastic striping and pavement markings not in conflict with vehicle detectors, manholes, monuments, cleanouts, etc. that require additional work shall be applied within five (5) working days after the layout markings have been approved.

Pavement markers and thermoplastic striping and pavement markings in conflict with vehicle detectors, manholes, monuments, cleanouts, etc. that require additional work shall be painted with one coat of paint within five (5) working days after layout lines are approved by the Engineer. Permanent pavement markers and thermoplastic pavement markings shall be applied immediately after the additional work is complete.

**Contractor’s attention is directed to section 6-9 regarding liquidated damages for failure to install within specified time temporary stripes and markings, layout lines and permanent traffic stripes, markings, etc.**

Concrete curbs shall be painted at locations directed by the Engineer. Paint shall be applied to the face and top of curb surfaces. Before application the surface shall be cleaned by washing, sweeping, blowing or vacuuming as necessary. Paint shall be installed per the manufacturer's directions. A prime coat shall be applied to unpainted concrete. Finish paint shall be applied in two coats. The preceding coat shall be thoroughly dry before the next coat is applied.

**310-5.6.7 Layout, Alignment, and Spotting.** *Add the following:*

Cat tracking shall consist of stretching a rope on a straight line between control points on tangent alignment and on a true arc through control points on a curved alignment and placing spots of paint along the rope. The spots shall be not more than 3 inches in width and not more than 5 feet apart. Paint for cat track lines shall be the same color as the traffic stripe for which they are placed.

**310-5.6.10 Measurement and Payment.** *Replace with the following:*

Except for concrete curb painting, the contract price paid for **Bid Item No. 4 and Additive Bit Item No. 4A, "Remove and Replace Existing Thermoplastic Stripes, Pavement Markings and Markers"** shall include full compensation for all work required by Section 310.

Payment for this bid item shall be lump sum (LS).

The contract price paid for **Bid Item No. 11 "Concrete Curb Painting"** shall include full compensation for all work required by Section 310 in painting concrete curbs at locations directed by the Engineer.

Measurement shall be for each coat of paint or primer applied and shall be measured linearly along the curb face. Payment for this bid item shall be per linear foot (LF).

## SECTION 312 PAVEMENT MARKER PLACEMENT AND REMOVAL

**312-1 PLACEMENT.** *Add the following:*

Pavement markers shall be removed and re-installed in accordance with section 82, "Markers and Delineators," section 84, "Traffic Stripes and Pavement Markings," and Section 85, "Pavement Markers" of the 2010 edition of the California Department of Transportation (Caltrans) Specifications.

Striping, pavement markings, and pavement markers shall not be removed earlier than one week prior to application of the first street sealing treatment on any street.

Type 1, two way Blue reflective pavement markers shall be installed opposite all fire hydrants 6 inches off center of the centerline striping nearest the fire hydrant.

Dura-Curb and the Type P object markers shall be removed prior to street sealing work and reinstalled afterwards in the same configuration. Contractor shall reuse Dura-Curb bolts with new bolt anchors during reinstallation. Bolts for Type P object markers shall be reused if they were removed from the Dura-Curb units.

With the exception of Dura-Curb and Type P object markers, all markers shall be secured with bituminous adhesives. Epoxy adhesives shall not be used.

**312-4 MEASUREMENT AND PAYMENT.** *Replace with the following:*

The contract price paid for **Bid Item No. 4 and Additive Bid Item No. 4A, “Remove and Replace Existing Thermoplastic Stripes, Pavement Markings and Markers”** shall include full compensation for furnishing all labor, tools, equipment, and incidentals and for doing all work specified in Section 312.

Payment for this bid item shall be lump sum (LS).

**312-5 RUBBER SPEED CUSHIONS.** *This subsection is added:*

Existing speed cushions shall be removed prior to street sealing work and reinstalled afterwards in the same configuration, and in accordance with City Standard Plan No. 131A and 131B. Contractor shall provide and use new bolts and anchors for the reinstallation. Reinstallation shall be offset 4” – 8” longitudinally as directed by the Engineer to avoid existing anchor locations.

Speed bump signage, “BUMP” pavement legends and speed cushion borders, in accordance with City Standard Plan No. 131A and 131B shall be installed prior to installing and reinstalling the speed cushions.

**312-5.1 Measurement and Payment.**

The contract price paid for **Bid Item No. 10, “Remove and Reinstall Speed Cushion”** shall include full compensation for all work required by Section 312-5, in removing and re-installing existing speed cushions.

Payment for this bid item shall be each set (EA).

## **SECTION 315 ROADSIDE SIGNS**

*This Section “315 Roadside Signs” is added:*

### **315-1 ROADSIDE SIGNS**

Permanent Roadside Signs associated with the rubber speed cushions shall be installed per plan at locations marked in the field by the Engineer. Installation shall be per City Standard Plan No. 131A and 136.

#### **315-1.1 Measurement and Payment.**

Bid Items 11 shall include full compensation for all new roadside signage related to the installation of speed cushions.

### **315-2 CONSTRUCTION AREA SIGNS**

#### **315-2.1 General.**

Contractor shall maintain signs so that they are legible and accurately reflect the limits of work.

Type W20-1 and G20-2 construction area signs shall be installed per Section 6C.04, Advance Warning Area, of the 2014 CA MUTCD or as directed by the Engineer.

Construction Area Signs W8-7 “Loose Gravel” and W21-2 “Fresh Oil” signs shall be installed and maintained at all conforms, intersections and approaches to streets to be sealed. Additional signs shall be installed along both sides of streets every 91 m (300’) O.C. W21-2 “Fresh Oil” shall be required for streets to be slurry sealed. W8-7 “Loose Gravel” signs shall be required for streets to be chip sealed or scrub sealed. This requirement will apply continuously and will not be limited to normal working days and/or working hours (24 hours/day; 7 days/week).

Signs and portable supports shall be removed from the public right-of-way when they are no longer needed.

To properly provide for changing traffic conditions and damage caused by public traffic or otherwise, the Contractor shall be prepared to furnish on short notice additional construction area signs, mounting hardware, and portable supports. The Contractor shall maintain an inventory of commonly required items at the jobsite or shall make arrangements with a supplier who is able, on a daily basis, to furnish such items on short notice.

### **315-2.2 Temporary Mounted Construction Area Signs**

Each Temporary Mounted Construction Area Sign shall consist of a base, framework and a sign panel and shall be mounted on a portable support or appropriately sized barricade. The support or barricade shall be in good condition, capable of staying in position under anticipated traffic or weather conditions. The unit shall be capable of being delivered to the site of use and placed in immediate operation and removed after construction.

The height to the bottom of the sign panel above the edge of traveled way shall be at least one foot and be visible to traffic. Signs may be placed on both sides of the roadway and within the roadway. Sign supports shall be placed in such way as not to interfere with pedestrians or bicyclists. A minimum 4-foot of lateral width shall be maintained for pedestrian pathways.

If temporary mounted signs are displaced or overturned, from any cause, during the progress of the work, the contractor shall immediately replace the signs in their original locations.

W21-2, W8-7 and W8-8 or “Uneven Pavement” or Type P signs shall be placed on Type I barricades with operating flashers immediately prior to the work and along streets per above.

## **315-3 TRAFFIC CONTROL SYSTEM, LANE CLOSURES AND DETOURS**

### **315-3.1 General.**

The Contractor shall submit a Traffic Control Plan for acceptance by the City’s Traffic Engineer prior to performing any work affecting public traffic. Flashing arrow boards shall be used at all intersections of the streets listed in City Standard Plan 608A, B & C.

Traffic shall be directed through the construction zone by certified flagpersons as required by 2014 CA MUTCD or as directed by the Engineer. Flagpersons shall perform their duties and shall be provided with the necessary equipment in accordance with said manual and shall be certified in accordance with California Code of Regulations (CCR) Title 8, Section 1599 et. seq.

When lane closures are made for work periods only, at the end of each work period all components of the traffic control system, except portable delineators used to direct traffic away from the work area, shall be removed from the traveled way. If the contractor so elects, said components may be stored at selected central locations approved by the Engineer within the right-of-way.

If any component in the traffic control system is displaced or ceases to operate or function as specified, said component shall be immediately replaced or repaired to its original condition and restored to its original location by the Contractor.

During traffic stripe operations, traffic shall be controlled with lane closures, as provided for under “Traffic Control system” of these Special Provisions, or by use of an alternative traffic control plan proposed by the Contractor. The Contractor shall not start traffic stripe operations using an alternative plan until he has submitted his plan to the Engineer and has received written approval of said plan.

Alternative traffic control plans for striping operations shall conform to the provisions in section 7-10 “Public Convenience and Safety” of the Standard Specifications and these Special Provisions. Attention is directed to Section 214, “Pavement Markers” in regard to placing pavement markers with bitumen adhesive.

#### **315-4 Measurement and Payment.**

The contract price paid for **Bid Item No. 2 and Additive Bit Item No. 2A, “Traffic Control and Construction Signs”** shall include full compensation for furnishing all labor, tools, equipment, and incidentals and for doing all work specified in Section 315.

Payment for this bid item shall be lump sum (LS).

# CITY OF SAN LEANDRO

**ANNUAL STREET SEALING 2015-16**  
**PROJECT NO. 2016.0070**  
**BID NO. 15-16.013**

SHEET NO.	DRAWING	DWG. NO.	CASE NO.
1	TITLE SHEET	3957	0202
2 - 4	IMPROVEMENT PLANS	3958-3960	0202
5	DIGOUT LOCATIONS	3961	0202
6	STANDARD DETAILS	3962	0202



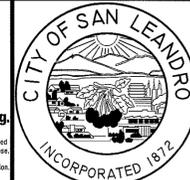
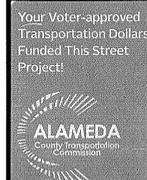
**VICINITY MAP**

ADDITIVE BID A	STREET NAME	BEGIN	END	DIGOUTS (TN)	MICRO AREA (SY)	CHIP AREA (SY)	SLURRY AREA (SY)	FUNCTIONAL CLASS	TRASH PICK UP
	<b>SLURRY SEAL</b>								
	BEST AVE	SAN LEANDRO BLVD	LAFAYETTE AVE (EAST INT)				5418	COLLECTOR	WEDNESDAY
	BOWLING GREEN ST	DORCHESTER AVE	PONTIAC ST				5,408	RESIDENTIAL	WEDNESDAY
*	BREED AVE	DURANT AVE	DOWLING BLVD				7,066	RESIDENTIAL	MONDAY
*	DIEHL AVE	DUTTON AVE	MACARTHUR BLVD				4,083	RESIDENTIAL	MONDAY
*	DOLORES AVE	E. 14TH ST	50' EAST OF SANTA ROSA				2,981	RESIDENTIAL	WEDNESDAY
	DUTTON AVE	130' EAST OF E. 14TH ST	WOODLAND AVE				7,815	COLLECTOR	MONDAY
	JUANA AVE	E. 14TH ST	BANCROFT AVE				7,739	RESIDENTIAL	WEDNESDAY
*	LEWIS AVE	DUTTON AVE	MACARTHUR BLVD				4,299	RESIDENTIAL	MONDAY
	SANTA ROSA ST	ESTUDILLO AVE	JOAQUIN AVE				864	RESIDENTIAL	WEDNESDAY
	SANTA ROSA ST	JOAQUIN AVE	DOLORES AVE				1,908	RESIDENTIAL	WEDNESDAY
	SUFFOLK DR	DORCHESTER AVE	PONTIAC ST				5,408	RESIDENTIAL	WEDNESDAY
	W ESTUDILLO AVE	WASHINGTON AVE	E. 14TH ST				616	RESIDENTIAL	WEDNESDAY
	WILLIAMS ST	E. 14TH ST	WASHINGTON AVE				2,199	RESIDENTIAL	WEDNESDAY
	<b>SLURRY SEAL ON ASPHALT RUBBER CHIP SEAL (CAPE SEAL)</b>								
	BEGIER AVE	E. 14TH ST	WOODLAND AVE	13	7,211	7,601		RESIDENTIAL	MONDAY
	BEVERLY AVE	DURANT AVE	DUTTON AVE		7,578	8,067		RESIDENTIAL	MONDAY
	BROADMOOR BLVD	BANCROFT AVE	KENILWORTH AVE		2,652	2,823		RESIDENTIAL	MONDAY
	CASTRO ST	HAYS ST	WASHINGTON AVE		1,192	1,264		COLLECTOR	WEDNESDAY
	CASTRO ST	SAN LEANDRO BLVD	HAYS ST		3,124	3,313		COLLECTOR	WEDNESDAY
	CHERRYWOOD AVE	LAFAYETTE AVE	E. 14TH ST	214	778	822		RESIDENTIAL	WEDNESDAY
	CHERRYWOOD AVE	PARK ST	LAFAYETTE AVE		5,040	5,328		RESIDENTIAL	WEDNESDAY
	DOLORES AVE	50' EAST OF SANTA ROSA AVE	BANCROFT AVE		4,725	4,995		COLLECTOR	WEDNESDAY
	ESTABROOK ST	ORCHARD AVE	ALVARADO ST		2,843	2,981		RESIDENTIAL	WEDNESDAY
	JOAQUIN AVE	E. 14TH ST	SANTA ROSA ST		3,014	3,208		RESIDENTIAL	WEDNESDAY
	LAFAYETTE AVE	CHERRYWOOD AVE	BEST AVE (NORTH INT)		1,381	1,459		RESIDENTIAL	WEDNESDAY
	LAFAYETTE AVE	W. BROADMOOR BLVD	SOUTH TO DEAD END		2,676	2,828		RESIDENTIAL	WEDNESDAY
*	LEO AVE	PARK ST	LAFAYETTE AVE	190	4,752	5,024		RESIDENTIAL	WEDNESDAY
	STOAKES AVE	PARK ST	E. 14TH ST	362	5,697	6,023		RESIDENTIAL	WEDNESDAY
	STRATFORD AVE	DURANT AVE	BROADMOOR BLVD		1,068	1,137		RESIDENTIAL	MONDAY
	WILLIAMS ST	SAN LEANDRO BLVD	WASHINGTON AVE		5,813	6,104		COLLECTOR	WEDNESDAY
	<b>CAPE SEAL ON MICROSURFACING</b>								
	GLEN DR	CHETLAND DR	SUPERIOR AVE	31	2,983	3,175	3,368	RESIDENTIAL	MONDAY

\* WORK ON THESE STREET SEGMENTS SHALL BE INCLUDED ONLY IF ADDITIVE BID A IS AWARDED.

**GENERAL NOTES:**

- THESE DRAWINGS REPRESENT THE GENERAL DESIGN INTENT TO BE IMPLEMENTED ON THE SITE. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE ENGINEER FOR ANY ADDITIONAL CLARIFICATION OR DETAIL NECESSARY TO ACCOMMODATE SITE CONDITIONS OR DETAIL.
- CONTRACTOR SHALL COORDINATE AND OTHERWISE INTEGRATE HIS WORK WITH THAT OF OTHERS IN AN EFFICIENT, RAFTSMANLIKE AND TIMELY MANNER SO AS TO PROVIDE THE CITY WITH A WELL CONSTRUCTED, EASILY MAINTAINABLE PROJECT.
- AT ALL TIMES, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT.
- THE CONTRACTOR IS HEREBY NOTIFIED THAT, PRIOR TO EXCAVATION, HE IS RESPONSIBLE FOR CONTACTING THE UTILITY COMPANIES INVOLVED AND REQUESTING A VISUAL VERIFICATION OF LOCATIONS OF THEIR UNDERGROUND FACILITIES. THE UTILITY COMPANIES ARE MEMBERS OF THE UNDERGROUND SERVICE ALERT (U.S.A.) ON CALL PROGRAM. THE CONTRACTOR SHALL NOTIFY MEMBERS OF U.S.A. AT LEAST TWO (2) WORKING DAYS IN ADVANCE OF PERFORMING EXCAVATION WORK BY CALLING 811 OR (800) 227-2600.



**BEFORE YOU DIG, CALL UNDERGROUND SERVICE ALERT 811**  
 IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES. THOSE SHOWN REPRESENT THE BEST INFORMATION AVAILABLE TO THE CITY OF SAN LEANDRO AT THE TIME OF PREPARATION OF THESE PLANS. NO GUARANTEE IS MADE AS TO THE ACCURACY OF THIS INFORMATION.

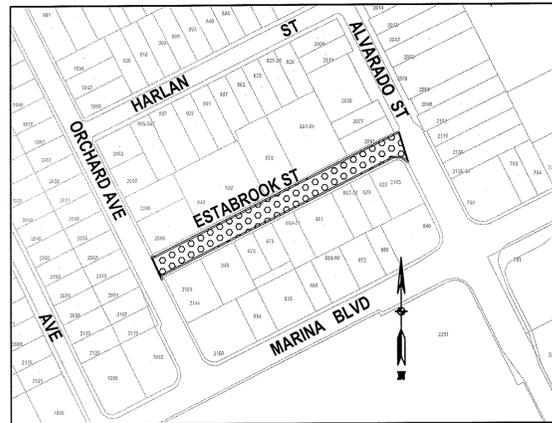
NO.	DATE	REVISION

DESIGNED BY	JOD	DATE	4/12/16
DRAWN BY	AMS	DATE	4/12/16
PROJECT MGR.	Jed	DATE	4/19/16
TRANS ADMIN.	RJC	DATE	4/20/16
SENIOR ENGR.	AEO	DATE	4/20/16
APPROVED BY:	[Signature]	DATE	4/21/16

**CITY OF SAN LEANDRO**

**ANNUAL STREET SEALING 2015-16**  
**TITLE SHEET**

AT FULL SIZE  
 THIS LINE MEASURES 1" = \_\_\_\_\_  
 SHEET 1 OF 6  
 JOB NO. 2016.0070  
 SCALE AS NOTED  
 DWG. 3957\_CASE 202



2 Detail Scale 1"=200'



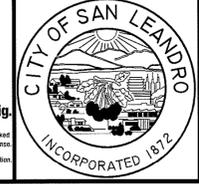
1 Detail Scale 1"=200'

- LEGEND:**
-  = SLURRY SEALING
  -  = CAPE SEALING
  -  = MICRO CAPE SEALING



Your Voter-approved  
Transportation Dollars  
Funded This Street  
Project!

**ALAMEDA**  
County Transportation  
Commission



**BEFORE YOU DIG, CALL UNDERGROUND SERVICE ALERT 811**

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES. THOSE SHOWN REPRESENT THE BEST INFORMATION AVAILABLE TO THE CITY OF SAN LEANDRO AT THE TIME OF PREPARATION OF THESE PLANS. NO GUARANTEE IS MADE AS TO THE ACCURACY OF THIS INFORMATION.

NO.	DATE	REVISION

**CITY OF SAN LEANDRO**

DESIGNED BY: JOD DATE: 4/12/16  
 DRAWN BY: AMS DATE: 4/12/16  
 PROJECT MGR: JOD DATE: 4/19/16  
 TRANS ADMIN: RLC DATE: 4/20/16  
 SENIOR ENGR: AEO DATE: 4/20/16

APPROVED BY:  DATE: 4/21/16  
 CITY ENGINEER, R.C.E. No. 54659

**ANNUAL STREET SEALING 2015-16**

**PLAN VIEWS**

AT FULL SIZE  
THIS LINE MEASURES 1"

SHEET 2 OF 6

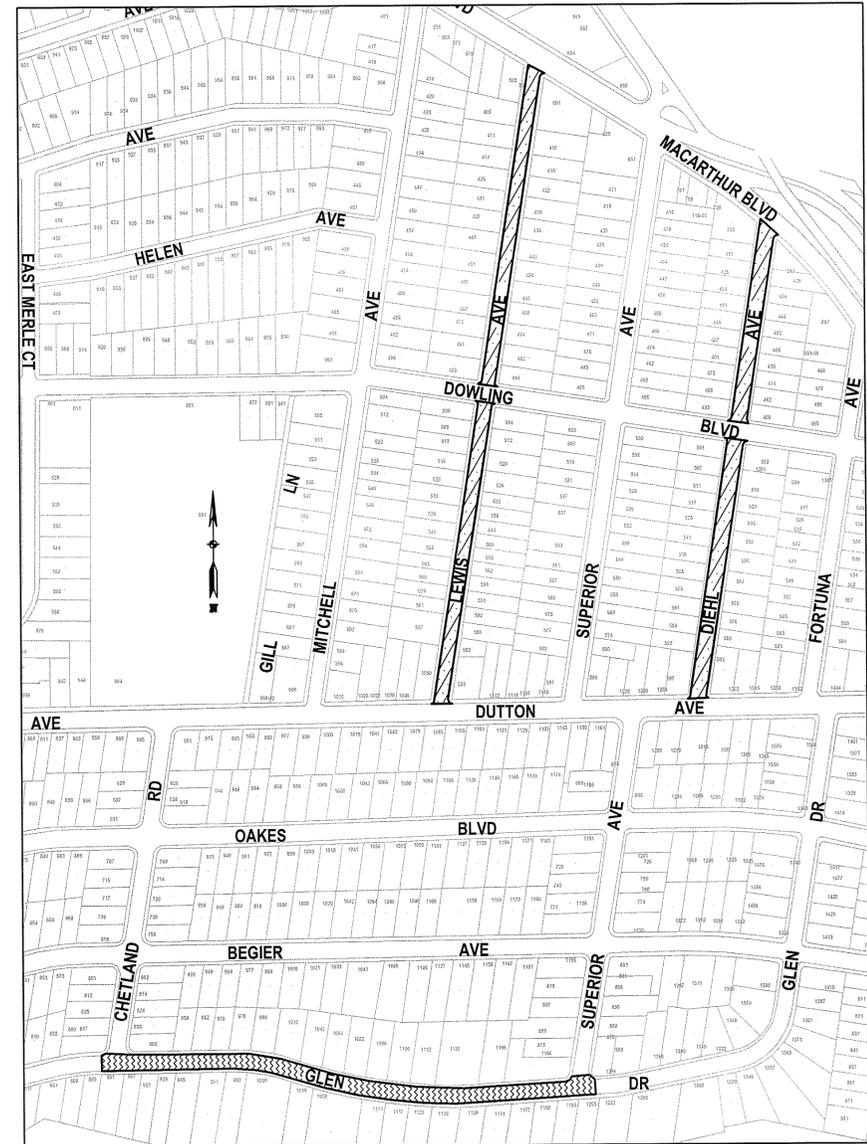
JOB NO. 2016.0070

SCALE AS NOTED

DWG 395B\_CASE\_202

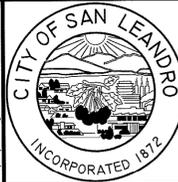
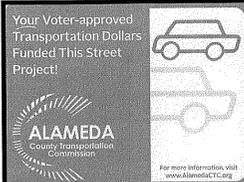


2 Detail Scale 1"=200'



1 Detail Scale 1"=200'

- LEGEND:**
-  = SLURRY SEALING
  -  = CAPE SEALING
  -  = MICRO CAPE SEALING



BEFORE YOU DIG, CALL UNDERGROUND SERVICE ALERT 811  
 IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES. THOSE SHOWN REPRESENT THE BEST INFORMATION AVAILABLE TO THE CITY OF SAN LEANDRO AT THE TIME OF PREPARATION OF THESE PLANS. NO GUARANTEE IS MADE AS TO THE ACCURACY OF THIS INFORMATION.

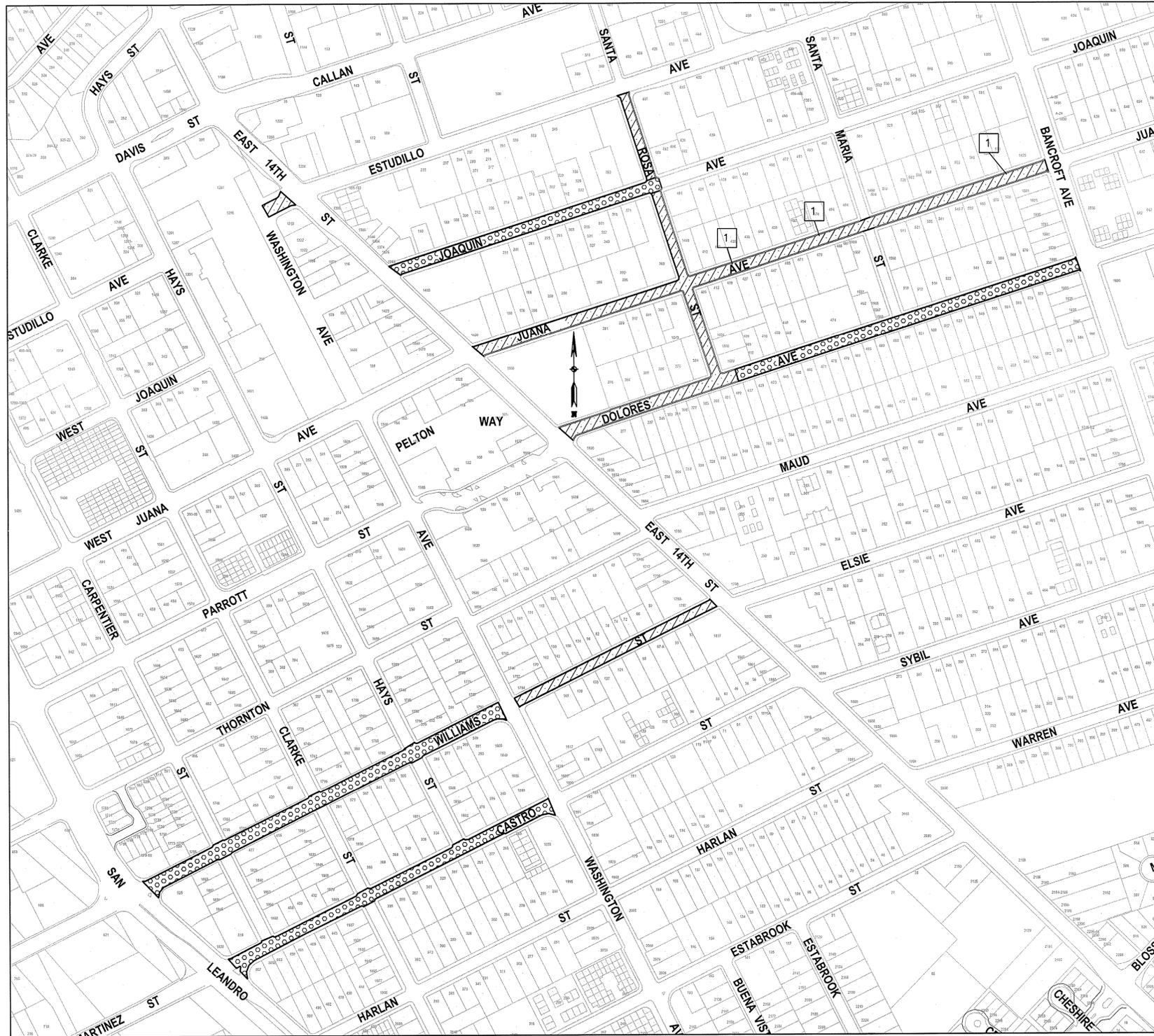
NO.	DATE	REVISION

**CITY OF SAN LEANDRO**

DESIGNED BY: JOD DATE: 4/12/18  
 DRAWN BY: AMS DATE: 4/12/18  
 PROJECT MGR.: JOD DATE: 4/19/18  
 TRANS ADMIN.: RLC DATE: 6/20/16  
 SENIOR ENGR.: AEO DATE: 4/20/16  
 APPROVED BY: [Signature] DATE: 4/21/18  
 CITY ENGINEER, R.C.E. No. 54659

**ANNUAL STREET SEALING 2015-18**  
**PLAN VIEWS**

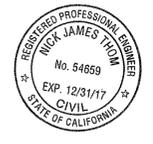
AT FULL SIZE  
 THIS LINE MEASURES 1"  
 SHEET 3 OF 6  
 JOB NO. 2016.0070  
 SCALE AS NOTED  
 DWG 3959 CASE 202



1 REMOVE AND REINSTALL SPEED CUSHIONS

- LEGEND:**
-  = SLURRY SEALING
  -  = CAPE SEALING
  -  = MICRO CAPE SEALING

1 Detail Scale 1"=200'



Your Voter-approved Transportation Dollars Funded This Street Project!



**811**  
Know what's below. Call before you dig.

One free, easy call gets your utility lines marked. 400 lines protect you from injury and expense. Call 811 or visit call811.com for more information.



BEFORE YOU DIG, CALL UNDERGROUND SERVICE ALERT (811). IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES. THOSE SHOWN REPRESENT THE BEST INFORMATION AVAILABLE TO THE CITY OF SAN LEANDRO AT THE TIME OF PREPARATION OF THESE PLANS. NO GUARANTEE IS MADE AS TO THE ACCURACY OF THIS INFORMATION.

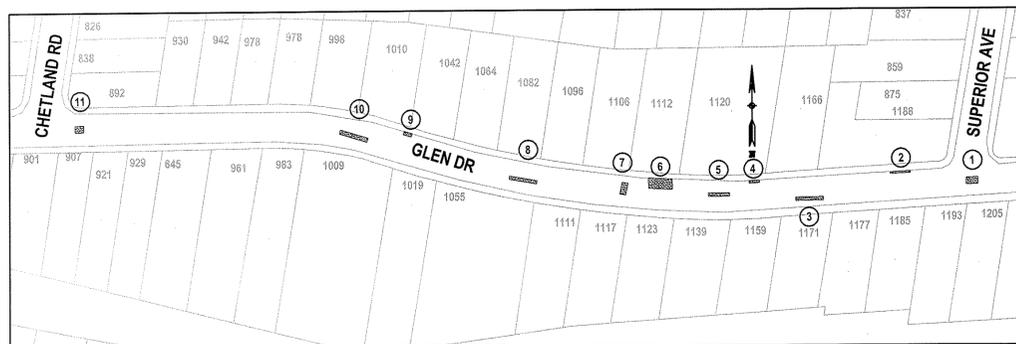
NO.	DATE	REVISION

DESIGNED BY: JGD DATE: 4/12/16  
 DRAWN BY: AMS DATE: 4/12/16  
 PROJECT MGR.: JGD DATE: 4/19/16  
 TRANS. ADMIN.: RLC DATE: 4/20/16  
 SENIOR ENGR.: AEO DATE: 4/20/16  
 APPROVED BY: [Signature] DATE: 4/21/16  
 CITY ENGINEER, R.C.E. No. 54659

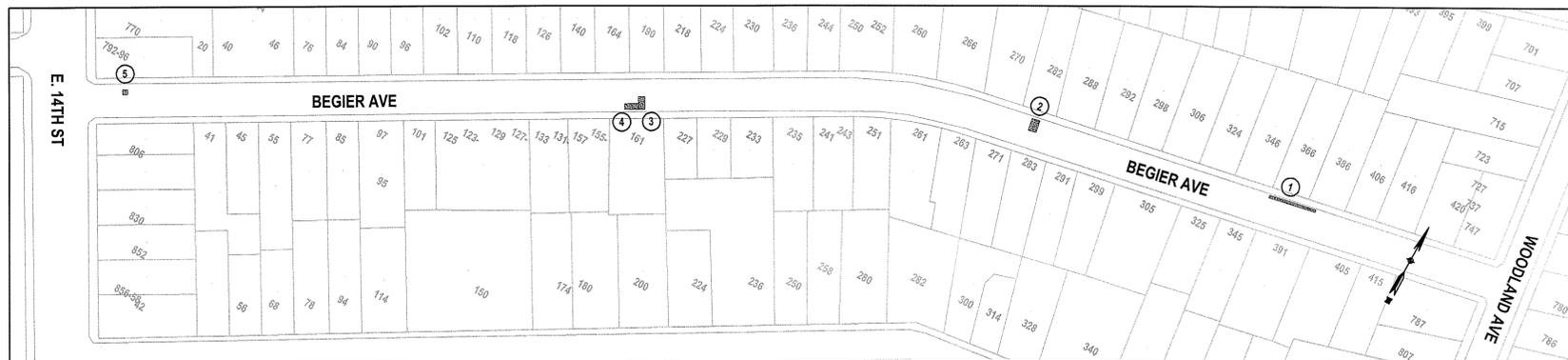
**CITY OF SAN LEANDRO**

**ANNUAL STREET SEALING 2015-16  
PLAN VIEWS**

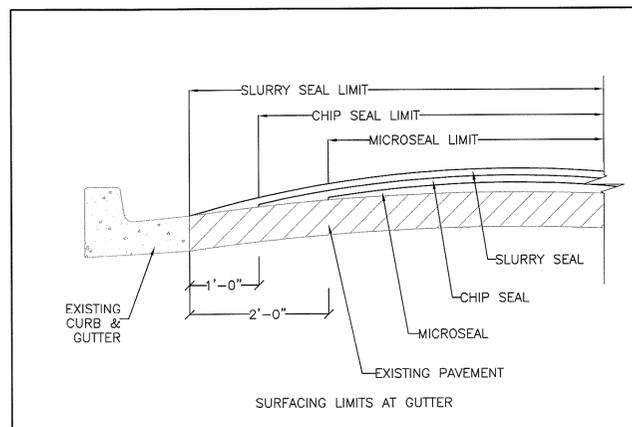
AT FULL SIZE  
THIS LINE MEASURES 1"  
SHEET 4 OF 6  
JOB NO. 2016.0070  
SCALE AS NOTED  
DWG\_3960\_CASE\_202



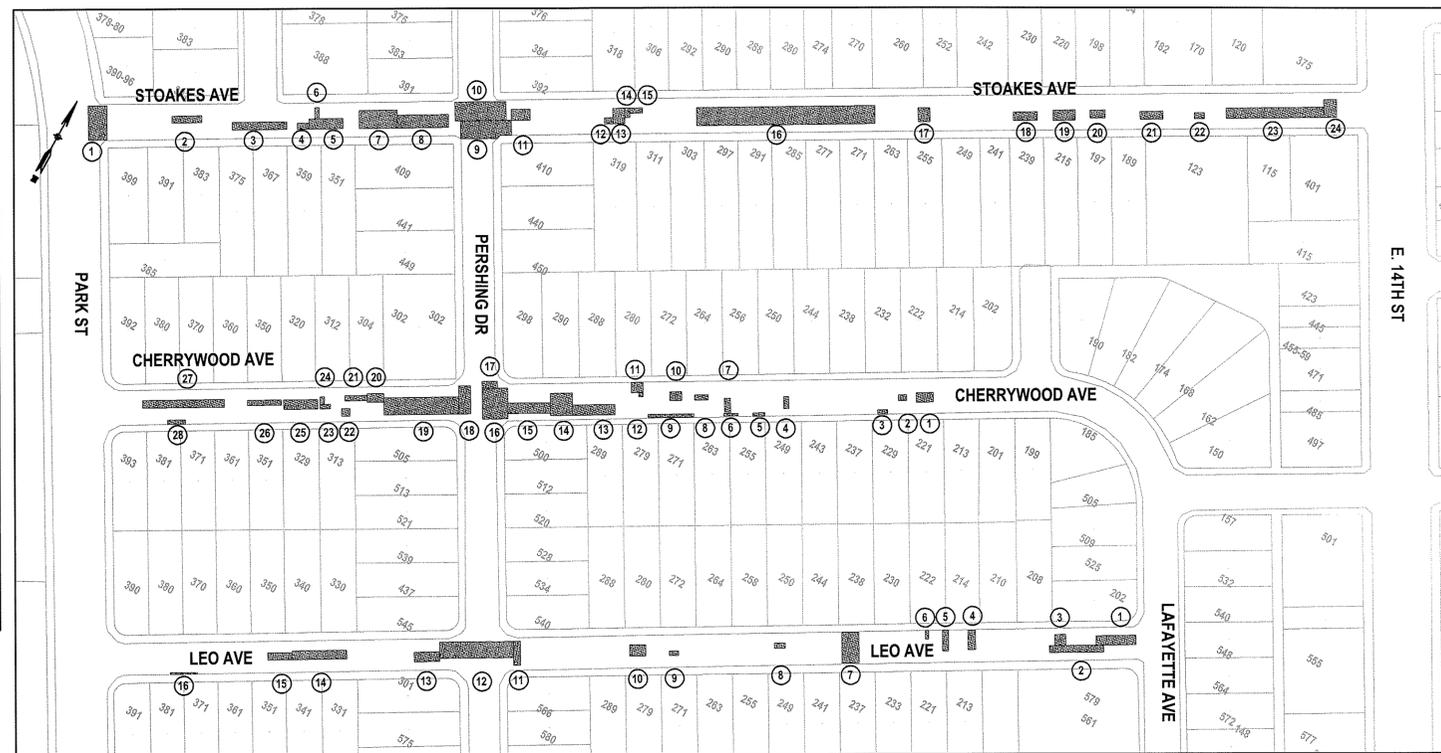
3 Detail Scale 1"=100'



2 Detail Scale 1"=100'

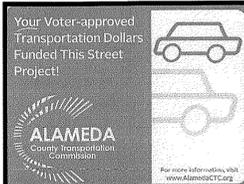


4 Surfacing Limit Detail NTS



1 Detail Scale 1"=100'

LEGEND:  
 APPROXIMATE DIGOUT LOCATIONS. ACTUAL LOCATIONS WILL BE FIELD MARKED.



NO.	DATE	REVISION

DESIGNED BY	JOD	DATE	4/12/16
DRAWN BY	AMS	DATE	4/12/16
PROJECT MGR.	307D	DATE	4/19/16
TRANS ADMIN.	RJC	DATE	4/20/16
SENIOR ENGR.	AEO	DATE	4/20/16
APPROVED BY:	<i>M</i>	DATE	4/21/16
CITY ENGINEER, R.C.E. No. 54659			

**CITY OF SAN LEANDRO**

**ANNUAL STREET SEALING 2015-16**

**DIGOUT LOCATIONS**

AT FULL SIZE  
 THIS LINE MEASURES 1"  
 SHEET 5 OF 6  
 JOB NO. 2016.0070  
 SCALE AS NOTED  
 DWG 3961\_CASE 202

