

City of Oakley
ADDENDUM NO. 3 to contract documents for
FY 2019-20 Street Repair & Resurfacing Project, CIP No. 237

Notice is hereby given that the following clarifications and revisions are made to the above referenced contract documents:

Update to the Plans and Specifications:

NEW BID OPENING DATE:

WEDNESDAY, FEBRUARY 26, 2020 at 2:00pm

1. Updated Plans. Plan Sheets now show corresponding titles for new Base Bid (Area A), Bid Alternate 1 (Area B), and Bid Alternate 2 (Area C).
2. Updated Specifications, Part I


Updated Bid Form for all Areas: Use this updated spec. and bid forms to bid on project:

Base Bid (Area A)
Bid Alternate 1 (Area B)
Bid Alternate 2 (Area C).

Page 12 of Part I of the Specifications

This page provides the correct Engineer's Estimate with the corresponding Areas of work.

All bidders shall acknowledge receipt and acceptance of Addendum No. 3 by signing in the space provided at the end of this Addendum and submitting the signed addendum with their proposal.



Jason Kabalin
Associate Engineer
February 19, 2020

Contractor Signature

Date

Company Name



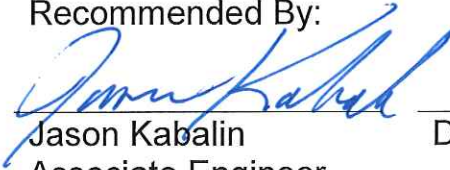
**PLANS AND SPECIFICATIONS
FOR
FY2019-20 STREET REPAIR &
RESURFACING PROJECT
CIP No. 237**

Part I

February 19th, 2020

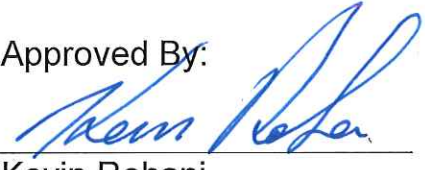
Approved by City Council for the City of Oakley

Recommended By:


Jason Kabalin
Associate Engineer


2/19/20
Date

Approved By:


Kevin Rohani
Director of Public Works
& Engineering

2-19/20
Date

Approved as to Form:


Derek P. Cole
City Attorney

2/19/20
Date

TABLE OF CONTENTS

SECTION	TITLE	PAGE
	<u>Forms Part I</u>	
	Notice to Contractors	1
	Bid Proposal	3
A.	Unit Price Schedule	4
B.	Bid Form	15
C.	Reservation.....	15
D.	Subcontractors.....	15
E.	Questionnaire – Non-Collusion	18
F.	Public Contract Code Section 10232 Statement	18
G.	Title 23, United States Code, Section 112 Non-Collusion Affidavit.....	18
H.	Bidder’s Statement of Qualifications and Business References	19
	Bidder’s Signature Page	23
	Bidder’s Bond	24
	Construction Agreement	25
	Guaranty	37
	Performance Bond	38
	Payment Bond	39
	Insurance Requirements	41
	Verification of Insurance.....	44
	Applicable City of Oakley Standard Plans	45

TABLE OF CONTENTS (Continued)

SECTION	TITLE	PAGE
<u>Plans and Specifications Part II</u>		
Section 1	Definitions and Terms	1
Section 2	Proposal Requirements and Conditions	5
Section 3	Award and Execution of Contract	14
Section 4	Scope of Work	17
Section 5	Control of Work	22
Section 6	Control of Materials	23
Section 7	Legal Relations and Responsibility	24
Section 8	Prosecution and Progress	39
Section 9	Measurement and Payment	43
<u>Technical Specifications Part III</u>		
10-1.01	General	1
10-1.02	Mobilization	4
10-1.03	Traffic Control & Construction Area Signs	5
10-1.04	Water Pollution Control	6
10-1.05	Temporary Drainage Inlet Protection Existing Facilities	9
10-1.06	Existing Facilities	10
10-1.07	Clearing & Grubbing	11
10-1.08	Trim Vegetation in Work Zone	12
10-1.09	Root Prune & Root Barrier Installation	12
10-1.10	Hot Mix Asphalt (HMA)	14
10-1.11	Rubberized Hot Mix Asphalt (RHMA)	16
10-1.12	Slurry Seal (Type II with Black Rock)	21
10-1.13	Crack Seal	26
10-1.14	Asphalt Tack Coat	28
10-1.15	Remove & Replace HMA	28
10-1.16	Cold Planing	31
10-1.17	Miscellaneous Concrete	34
10-1.18	Aggregate Base	39
10-1.19	Lowering & Adjusting Existing Utility Facilities to Grade	39
10-1.20	Traffic Striping, Markings & Raised Pavement Markers	41
10-1.21	Roadside Signs	46
10-1.22	Shoulder Backing	48
10-1.23	Final Clean-up	49

NOTICE TO CONTRACTORS

Sealed proposals will be received at the office of the City Clerk of the City of Oakley, 3231 Main Street, Oakley, CA 94561, until

2:00 PM

WEDNESDAY

FEBRUARY 26, 2020

for the following project:

FY2019-20 STREET REPAIR & RESURFACING PROJECT, CIP NO. 237

at which time they will be publicly opened and read aloud. Sealed proposals must be clearly marked on the outside with the Project number, date, and time of bid.

This following information is presented to indicate the size of the project and no warrant is made or intended as to final quantities:

Project Description

Project includes but is not limited to: mobilization, water pollution control program, traffic control, Hot Mix Asphalt (HMA) repair of the roadway, cold planing, crack sealing, slurry sealing, Rubberized Hot Mix Asphalt (RHMA) overlay, concrete sidewalk, curb and gutter repairs, tree root pruning and installation of root barrier, lower and adjusting to finish grade utility facilities, traffic striping, clean-up, and various other items as specified in the Contract Documents.

Each bid must be accompanied by a cashier's check, certified check, or Bidder's Bond executed by a responsible corporate surety authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California, payable to the City of Oakley, in an amount not less than ten percent (10%) of the amount of the Base Bid. The successful bidder will be required to furnish a Performance Bond in an amount equal to one-hundred percent (100%) of the contract price, and a Labor and Material Bond in an amount equal to one-hundred percent (100%) of the contract price. Said bonds shall also be executed by a corporate surety authorized to engage in such business in the State of California and be made payable to the City of Oakley.

If the successful bidder fails, neglects, or refuses for TEN (10) calendar days after the award of the contract to enter into the contract to perform the work, the cashier's check, certified check, or Bidder's Bond accompanying the bid and the amount therein named, shall be declared forfeited to the City and shall be collected by it and paid into its general fund. No bidder may withdraw his/her bid for a period of NINETY (90) calendar days after the date set for the opening thereof, and the same shall be subject to acceptance by the City during this period.

The City Council reserves the right to reject any or all bids, waive any irregularities in any bids and its determination as to which bid is the lowest responsible bid and is for the best interest of the City shall be final. The City Council shall have NINETY (90) calendar days from and after the opening of the bids within which to make its determination.

The Contractor shall have all the construction documents to the City two (2) weeks prior to the pre-construction meeting that will be at held at the City Offices. The Notice-to-Proceed will be issued at the meeting

The Contractor receiving the award of the contract shall begin work within **TEN (10)** Working days after receipt of the Notice to Proceed and shall diligently prosecute the same to completion within the time restrictions as listed in the technical specifications and all work shall be completed by the time allotted in the technical specifications.

The Contractor shall have a total of **SIXTY (60)** workings to complete the entire project (Base Bid plus two Alternates). Working Days will be adjusted lower if only the Base Bid is awarded or if the Base Bid plus one of the Alternates is awarded.

Working days will be counted starting from the date of the Notice-to-Proceed as day one. The amount of the liquidated damages to be paid by the Contractor to the City for failure to complete the work by the Completion Date (as extended, if applicable) is **ONE THOUSAND FIVE HUNDRED Dollars (\$1,500.00)** for each calendar day any work remains incomplete beyond the time fixed above for completion. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's default.

At the time the Contractor's bid proposal is submitted, the Contractor shall possess a valid Class A California General Contractor's License. The Contractor shall also possess a valid City of Oakley Business License at the time the contract is awarded.

The City of Oakley, hereby notifies all bidders that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, national origin, sex, religion, age or disability. **The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract, or such other remedy as recipient deems appropriate.**

Prevailing Rate of Wages: The State general prevailing wage rates determined by the Director of Industrial Relations are considered a part of this contract. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at City of Oakley address and available from the California Department of Industrial Relations' Internet web site at: <http://www.dir.ca.gov>. In payment of labor, the Contractor shall comply with the provisions of Labor Code Sections 1770 to 1781.

For any moneys earned by the Contractor and withheld by the City to ensure the performance of the contract, the Contractor may, at the Contractor's request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Article 8, (commencing with Section 10263), Chapter 1, Part 2, Division 2 of the Public Contract Code of the State of California.

Plans and Contract Documents for bidding this project may be obtained from the **Public Works & Engineering Department located at 3231 Main Street, Oakley, CA 94561**, weekdays, excluding holidays, between the hours of 8:00 a.m. and 6:00 p.m. Non-refundable fees for both reduced and full size plans and contract documents are as follows: **Plans and Contract Documents are \$50.00 per set.** Please include Federal Express number with mail-in requests for plans and specifications. If mailing is desired, without a Federal Express number, an additional non-refundable cost of **\$20.00 per set** will be required. For further information, contact the Public Works and Engineering Department at (925) 625-7037.

ATTEST:



Libby Vreonis, City Clerk

BID PROPOSAL

**PROPOSAL TO THE CITY OF OAKLEY
FOR THE CONSTRUCTION PROJECT ENTITLED
FY2019-20 STREET REPAIR & RESURFACING PROJECT
CIP NO. 237**

NAME OF BIDDER:

BUSINESS ADDRESS:

TELEPHONE NO:

The work for which this proposal is submitted is for construction in accordance with the special provisions (including the payment of not less than the minimum wage rates set forth therein) and the contract annexed hereto, the project plans described below, and also in accordance with the . The Department of Transportation Standard Plans and Specifications, except where noted in these specifications. The Labor Surcharge and Equipment Rental Rates and General Prevailing Wage Rates in effect on the date the work is accomplished.

The project plans for the work to be done were approved and are entitled:

**FY2019-20 STREET REPAIR & RESURFACING PROJECT
CIP NO. 237**

Bids are submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work an item price and a total 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" column shall be the extension of the item price bid on the basis of the estimated quantity set forth for the item.

In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total" column, the amount set forth in the "Total" 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.

This offer shall be irrevocable for a period of ninety (90) days after the date on which bids are opened.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and give the two (2) bonds in the sums required by the special provisions, with surety satisfactory to the City within ten (10) days, not including Sundays and legal holidays, after the bidder has received notice from the City that the contract has been awarded, City may, at its option, determine that the bidder has abandoned the contract and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of Oakley.

A. UNIT PRICE SCHEDULE

The undersigned, Pursuant to and in compliance with your Notice to Contractors and the Contract Documents relating to the **FY2019-20 STREET REPAIR & RESURFACING PROJECT, CIP NO. 237**, including Addenda No. _____, _____, _____, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes and agrees if this proposal is accepted that he will contract with the City of Oakley in the form of the scope of the contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction, and to 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 that he will take in full payment therefore the following item prices, to wit:

BASE BID SCHEDULE (AREA A)

ITEM NO.	DESCRIPTION OF ITEM	PAY REF	UOM	EST. QTY	UNIT PRICE	TOTAL
1	Mobilization, Bonds & Insurance	10-1.02	LS	1		
2	Traffic Control & Construction Area Signs	10-1.03	LS	1		
3	Water Pollution Control Program	10-1.04	LS	1		
4	Crack Seal & Slurry Seal (Type II w/Black Rock)	10-1.12	SF	0		
5	3/8" RHMA-G Thin Maintenance Overlay	10-1.11	TN	3,307		
6	Remove & Replace 4" HMA	10-1.15	SF	5,379		
7	6" Deep Lift Stabilization (Allowance)	10-1.15	SF	269		
8	Remove & Replace HMA Speed Hump	10-1.16	EA	3		
9	Keycut A (1-1/4")	10-1.16	LF	21,515		
10	Keycut B (1-1/4")	10-1.16	LF	111		
11	Cold Plane HMA Flush (with Gutter Lip)	10-1.16	LF	0		
12	Remove & Replace PCC Curb & Gutter	10-1.17	LF	0		
13	Remove & Replace PCC Driveway	10-1.17	SF	0		
14	Remove & Replace PCC Sidewalk	10-1.17	SF	0		
15	Prune & Remove Tree Roots (Under PCC/HMA Repairs)	10-1.09	EA	0		
16	Install Root Barrier	10-1.09	EA	0		
17	Lower Sewer Cleanout Cover	10-1.19	EA	0		
18	Lower Sewer Manhole Cover	10-1.19	EA	4		
19	Lower Storm Drain Manhole Cover	10-1.19	EA	2		
20	Lower Survey Monument Cover	10-1.19	EA	1		
21	Lower Water Valve Cover	10-1.19	EA	4		
22	Adjust Sewer Cleanout Cover to Finish Grade	10-1.19	EA	3		
23	Adjust Sewer Manhole Cover to Finish Grade	10-1.19	EA	37		
24	Adjust Storm Drain Manhole Cover to Finish Grade	10-1.19	EA	6		
25	Adjust Survey Monument Cover to Finish Grade	10-1.19	EA	28		
26	Adjust Utility Box Cover to Finish Grade	10-1.19	EA	1		
27	Adjust Water Valve Cover to Finish Grade	10-1.19	EA	58		
28	Install Blue RPM at Fire Hydrant	10-1.20	EA	28		
29	Install White RPM at Speed Hump	10-1.20	EA	36		

ITEM NO.	DESCRIPTION OF ITEM	PAY REF	UOM	EST. QTY	UNIT PRICE	TOTAL
30	12" White Crosswalk/Limit Line (Thermo)	10-1.20	LF	645		
31	12" Yellow Crosswalk/Limit Line (Thermo)	10-1.20	LF	0		
32	24" White Crosswalk Line (Thermo)	10-1.20	SF	0		
33	24" Yellow Crosswalk Line (Thermo)	10-1.20	SF	0		
34	Yield Markings	10-1.20	SF	0		
35	Stripping Detail #2 (Thermo & Markers)	10-1.20	LF	2,556		
36	Stripping Detail #22 (Thermo & Markers)	10-1.20	LF	1,320		
37	Stripping Detail #39 (Thermo)	10-1.20	LF	0		
38	Stripping Detail #39A (Thermo)	10-1.20	LF	0		
39	Type IV (L or R) Arrow (Thermo)	10-1.20	EA	0		
40	Bike Lane Arrow (Thermo)	10-1.20	EA	0		
41	Pavement Marking "AHEAD" Legend (Thermo)	10-1.20	EA	0		
42	Pavement Marking "BIKE" Legend (Thermo)	10-1.20	EA	0		
43	Pavement Marking "BUMP" Legend (Thermo)	10-1.20	EA	6		
44	Pavement Marking "CLEAR" Legend (Thermo)	10-1.20	EA	0		
45	Pavement Marking "KEEP" Legend (Thermo)	10-1.20	EA	0		
46	Pavement Marking "LANE" Legend (Thermo)	10-1.20	EA	0		
47	Pavement Marking "MPH" Legend (Thermo)	10-1.20	EA	0		
48	Pavement Marking "PED" Legend (Thermo)	10-1.20	EA	0		
49	Pavement Marking "SIGNAL" Legend (Thermo)	10-1.20	EA	0		
50	Pavement Marking "SLOW" Legend (Thermo)	10-1.20	EA	0		
51	Pavement Marking "STOP" Legend (Thermo)	10-1.20	EA	11		
52	Pavement Marking "XING" Legend (Thermo)	10-1.20	EA	0		
53	Pavement Marking "10" Legend (Thermo)	10-1.20	EA	0		
54	Pavement Marking "25" Legend (Thermo)	10-1.20	EA	0		
55	Red Curb Paint	10-1.20	LF	0		
56	Install Roadside Sign and Post	10-1.21	EA	0		
57	Install Roadside Sign	10-1.21	EA	0		
58	Install Pedestrian Barricade	10-1.21	EA	0		

ITEM NO.	DESCRIPTION OF ITEM	PAY REF	UOM	EST. QTY	UNIT PRICE	TOTAL
59	Remove Roadside Sign and Post	10-1.21	EA	0		
60	Remove Roadside Sign	10-1.21	EA	0		
61	Install Shoulder Backing	10-1.21	LF	760		

Total Base Bid (Items 1-61) \$ _____
(Numbers)

_____ **Dollars**
(Written)

ALTERNATE 1 BID SCHEDULE (AREA B)

ITEM NO.	DESCRIPTION OF ITEM	PAY REF	UOM	EST. QTY	UNIT PRICE	TOTAL
1	Mobilization, Bonds & Insurance	10-1.02	LS	1		
2	Traffic Control & Construction Area Signs	10-1.03	LS	1		
3	Water Pollution Control Program	10-1.04	LS	1		
4	Crack Seal & Slurry Seal (Type II w/Black Rock)	10-1.12	SF	1,150,270		
5	3/8" RHMA-G Thin Maintenance Overlay	10-1.11	TN	0		
6	Remove & Replace 4" HMA	10-1.15	SF	265		
7	6" Deep Lift Stabilization (Allowance)	10-1.15	SF	13		
8	Remove & Replace HMA Speed Hump	10-1.16	EA	0		
9	Keycut A (1-1/4")	10-1.16	LF	0		
10	Keycut B (1-1/4")	10-1.16	LF	0		
11	Cold Plane HMA Flush (with Gutter Lip)	10-1.16	LF	0		
12	Remove & Replace PCC Curb & Gutter	10-1.17	LF	0		
13	Remove & Replace PCC Driveway	10-1.17	SF	0		
14	Remove & Replace PCC Sidewalk	10-1.17	SF	0		
15	Prune & Remove Tree Roots (Under PCC/HMA Repairs)	10-1.09	EA	0		
16	Install Root Barrier	10-1.09	EA	0		
17	Lower Sewer Cleanout Cover	10-1.19	EA	0		
18	Lower Sewer Manhole Cover	10-1.19	EA	0		
19	Lower Storm Drain Manhole Cover	10-1.19	EA	0		
20	Lower Survey Monument Cover	10-1.19	EA	0		
21	Lower Water Valve Cover	10-1.19	EA	0		
22	Adjust Sewer Cleanout Cover to Finish Grade	10-1.19	EA	0		
23	Adjust Sewer Manhole Cover to Finish Grade	10-1.19	EA	0		
24	Adjust Storm Drain Manhole Cover to Finish Grade	10-1.19	EA	0		
25	Adjust Survey Monument Cover to Finish Grade	10-1.19	EA	0		
26	Adjust Utility Box Cover to Finish Grade	10-1.19	EA	0		
27	Adjust Water Valve Cover to Finish Grade	10-1.19	EA	0		
28	Install Blue RPM at Fire Hydrant	10-1.20	EA	79		

ITEM NO.	DESCRIPTION OF ITEM	PAY REF	UOM	EST. QTY	UNIT PRICE	TOTAL
29	Install White RPM at Speed Hump	10-1.20	EA	0		
30	12" White Crosswalk/Limit Line (Thermo)	10-1.20	LF	4,109		
31	12" Yellow Crosswalk/Limit Line (Thermo)	10-1.20	LF	560		
32	24" White Crosswalk Line (Thermo)	10-1.20	SF	720		
33	24" Yellow Crosswalk Line (Thermo)	10-1.20	SF	900		
34	Yield Markings	10-1.20	SF	72		
35	Stripping Detail #2 (Thermo & Markers)	10-1.20	LF	0		
36	Stripping Detail #22 (Thermo & Markers)	10-1.20	LF	9,906		
37	Stripping Detail #39 (Thermo)	10-1.20	LF	10,608		
38	Stripping Detail #39A (Thermo)	10-1.20	LF	1,680		
39	Type IV (L or R) Arrow (Thermo)	10-1.20	EA	0		
40	Bike Lane Arrow (Thermo)	10-1.20	EA	19		
41	Pavement Marking "AHEAD" Legend (Thermo)	10-1.20	EA	7		
42	Pavement Marking "BIKE" Legend (Thermo)	10-1.20	EA	19		
43	Pavement Marking "BUMP" Legend (Thermo)	10-1.20	EA	0		
44	Pavement Marking "CLEAR" Legend (Thermo)	10-1.20	EA	6		
45	Pavement Marking "KEEP" Legend (Thermo)	10-1.20	EA	6		
46	Pavement Marking "LANE" Legend (Thermo)	10-1.20	EA	19		
47	Pavement Marking "MPH" Legend (Thermo)	10-1.20	EA	0		
48	Pavement Marking "PED" Legend (Thermo)	10-1.20	EA	6		
49	Pavement Marking "SIGNAL" Legend (Thermo)	10-1.20	EA	1		
50	Pavement Marking "SLOW" Legend (Thermo)	10-1.20	EA	0		
51	Pavement Marking "STOP" Legend (Thermo)	10-1.20	EA	60		
52	Pavement Marking "XING" Legend (Thermo)	10-1.20	EA	6		
53	Pavement Marking "10" Legend (Thermo)	10-1.20	EA	0		
54	Pavement Marking "25" Legend (Thermo)	10-1.20	EA	0		
55	Red Curb Paint	10-1.20	LF	150		
56	Install Roadside Sign and Post	10-1.21	EA	13		
57	Install Roadside Sign	10-1.21	EA	5		

ITEM NO.	DESCRIPTION OF ITEM	PAY REF	UOM	EST. QTY	UNIT PRICE	TOTAL
58	Install Pedestrian Barricade	10-1.21	EA	2		
59	Remove Roadside Sign and Post	10-1.21	EA	3		
60	Remove Roadside Sign	10-1.21	EA	10		
61	Install Shoulder Backing	10-1.22	LF	0		

Total Alternate 1 Bid (Items 1-61) \$ _____
(Numbers)

_____ **Dollars**
(Written)

ALTERNATE 2 BID SCHEDULE (AREA C)

ITEM NO.	DESCRIPTION OF ITEM	PAY REF	UOM	EST. QTY	UNIT PRICE	TOTAL
1	Mobilization, Bonds & Insurance	10-1.02	LS	1		
2	Traffic Control & Construction Area Signs	10-1.03	LS	1		
3	Water Pollution Control Program	10-1.04	LS	1		
4	Crack Seal & Slurry Seal (Type II w/Black Rock)	10-1.12	SF	226,998		
5	3/8" RHMA-G Thin Maintenance Overlay	10-1.11	TN	819		
6	Remove & Replace 4" HMA	10-1.15	SF	21,806		
7	6" Deep Lift Stabilization (Allowance)	10-1.15	SF	1,090		
8	Remove & Replace HMA Speed Hump	10-1.16	EA	0		
9	Keycut A (1-1/4")	10-1.16	LF	4,596		
10	Keycut B (1-1/4")	10-1.16	LF	96		
11	Cold Plane HMA Flush (with Gutter Lip)	10-1.16	LF	182		
12	Remove & Replace PCC Curb & Gutter	10-1.17	LF	23		
13	Remove & Replace PCC Driveway	10-1.17	SF	90		
14	Remove & Replace PCC Sidewalk	10-1.17	SF	72		
15	Prune & Remove Tree Roots (Under PCC/HMA Repairs)	10-1.09	EA	5		
16	Install Root Barrier	10-1.09	EA	1		
17	Lower Sewer Cleanout Cover	10-1.19	EA	1		
18	Lower Sewer Manhole Cover	10-1.19	EA	1		
19	Lower Storm Drain Manhole Cover	10-1.19	EA	0		
20	Lower Survey Monument Cover	10-1.19	EA	3		
21	Lower Water Valve Cover	10-1.19	EA	1		
22	Adjust Sewer Cleanout Cover to Finish Grade	10-1.19	EA	1		
23	Adjust Sewer Manhole Cover to Finish Grade	10-1.19	EA	9		
24	Adjust Storm Drain Manhole Cover to Finish Grade	10-1.19	EA	2		
25	Adjust Survey Monument Cover to Finish Grade	10-1.19	EA	15		
26	Adjust Utility Box Cover to Finish Grade	10-1.19	EA	0		
27	Adjust Water Valve Cover to Finish Grade	10-1.19	EA	18		
28	Install Blue RPM at Fire Hydrant	10-1.20	EA	27		
29	Install White RPM at Speed Hump	10-1.20	EA	0		

ITEM NO.	DESCRIPTION OF ITEM	PAY REF	UOM	EST. QTY	UNIT PRICE	TOTAL
30	12" White Crosswalk/Limit Line (Thermo)	10-1.20	LF	742		
31	12" Yellow Crosswalk/Limit Line (Thermo)	10-1.20	LF	0		
32	24" White Crosswalk Line (Thermo)	10-1.20	SF	0		
33	24" Yellow Crosswalk Line (Thermo)	10-1.20	SF	0		
34	Yield Markings	10-1.20	SF	0		
35	Stripping Detail #2 (Thermo & Markers)	10-1.20	LF	928		
36	Stripping Detail #22 (Thermo & Markers)	10-1.20	LF	1,078		
37	Stripping Detail #39 (Thermo)	10-1.20	LF	0		
38	Stripping Detail #39A (Thermo)	10-1.20	LF	0		
39	Type IV (L or R) Arrow (Thermo)	10-1.20	EA	3		
40	Bike Lane Arrow (Thermo)	10-1.20	EA	0		
41	Pavement Marking "AHEAD" Legend (Thermo)	10-1.20	EA	2		
42	Pavement Marking "BIKE" Legend (Thermo)	10-1.20	EA	0		
43	Pavement Marking "BUMP" Legend (Thermo)	10-1.20	EA	0		
44	Pavement Marking "CLEAR" Legend (Thermo)	10-1.20	EA	0		
45	Pavement Marking "KEEP" Legend (Thermo)	10-1.20	EA	0		
46	Pavement Marking "LANE" Legend (Thermo)	10-1.20	EA	0		
47	Pavement Marking "MPH" Legend (Thermo)	10-1.20	EA	2		
48	Pavement Marking "PED" Legend (Thermo)	10-1.20	EA	0		
49	Pavement Marking "SIGNAL" Legend (Thermo)	10-1.20	EA	0		
50	Pavement Marking "SLOW" Legend (Thermo)	10-1.20	EA	2		
51	Pavement Marking "STOP" Legend (Thermo)	10-1.20	EA	19		
52	Pavement Marking "XING" Legend (Thermo)	10-1.20	EA	0		
53	Pavement Marking "10" Legend (Thermo)	10-1.20	EA	2		
54	Pavement Marking "25" Legend (Thermo)	10-1.20	EA	3		
55	Red Curb Paint	10-1.20	LF	0		
56	Install Roadside Sign and Post	10-1.21	EA	0		
57	Install Roadside Sign	10-1.21	EA	0		
58	Install Pedestrian Barricade	10-1.21	EA	0		

ITEM NO.	DESCRIPTION OF ITEM	PAY REF	UOM	EST. QTY	UNIT PRICE	TOTAL
59	Remove Roadside Sign and Post	10-1.21	EA	0		
60	Remove Roadside Sign	10-1.21	EA	0		
61	Install Shoulder Backing	10-1.21	LF	0		

Total Alternate 2 Bid (Items 1-61) \$ _____
(Numbers)

_____ **Dollars**
(Written)

BID SUMMARY

BIDDER: _____

BID SUMMARY		
BASE BID (AREA A)	TOTAL PRICE IN FIGURES	\$
	TOTAL PRICE IN WORDS	
ALTERNATE 1 (AREA B)	TOTAL PRICE IN FIGURES	\$
	TOTAL PRICE IN WORDS	
ALTERNATE 2 (AREA C)	TOTAL PRICE IN FIGURES	\$
	TOTAL PRICE IN WORDS	

The basis of award for this project is the Base Bid. The City reserves the right to add any combination of Alternates to the project at its own discretion.

City shall have the right to remove Bid Items 21 and 27 from the contract scope of work and have those items of work performed by Diablo Water District’s (DWD) contractor. City’s contractor shall coordinate and provide for DWD’s contractor to perform traffic control and perform the work indicated in Bid Items 21 and 27 that may have been removed. City’s contractor shall provide a seven (7) consecutive calendar day working period, for DWD’s contractor to perform the lowering work in Bid Item 21 and ten (10) consecutive calendar day working period, for DWD’s contractor to perform the adjusting work in Bid Item 27, if the bid item work is performed by DWD’s contractor. In the event DWD’s contractor performs the work in Bid Items 21 and 27, DWD’s contractor shall be responsible for the AC patch paving around the valve cans. City’s contractor shall not be entitled to any additional time extension or compensation, including overhead or profit, in the event Bid Items 21 and 27 are removed from the project scope and the amounts entered in the Bid Schedule for the remainder of the work shall remain unchanged. City shall notify City’s contractor if it will be removing any of the items from the scope of work within ten (10) working days after the Notice of Award.

The **FY2019-20 STREET REPAIR & RESURFACING PROJECT, CIP NO. 237**, requires bids to include prices for items that may be added to or deducted from the scope of the work in the contract for which the bid is being submitted.

Pursuant to the Public Contract Code § 20103.8c the lowest bid shall be “the lowest total of the bid prices on the base contract and those additive or deductive items that when taken in order from a specifically identified list of those items in the solicitation, and added to, or subtracted from,

the base contract, are less than, or equal to, a funding amount publicly disclosed by the local agency before the first bid is opened.” In this case, the funding amount publicly disclosed is the Engineer’s Estimate, which totals the following:

- **Base Bid (Area A) = \$825,000.00**
- **Alternate 1 (Area B) = \$625,000.00**
- **Alternate 2 (Area C) = \$500,000.00**

B. BID FORM

The quantities shown on this bid form are approximate only, being given as a basis for the comparison of bids, and the Owner does not, expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount or class or portion of the work as may be deemed necessary or advisable by the Director of Public Works & Engineering. This bid will be rejected if bidder fails to provide a bid for each item. The Owner reserves the right to make a comparison of bids based on any combination of the above alternate bid items.

C. RESERVATION

It is understood that the Owner reserves the right to reject this bid, but that this bid shall not be withdrawn for a period of 90 days from the date prescribed for its opening.

S. SUBCONTRACTORS

In compliance with the provisions of §§4100-4107 of the Public Contracts Code of the State of California, and any amendments thereof, the undersigned bidder has set forth below the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the undersigned in or about the construction of the Work to be performed under the Contract Documents to which the attached bid is responsive, or of a person who will, off the job site, specially fabricate a portion of the Work or improvement according to detailed drawings contained in the *Plans & Specifications*, Part II, and the portion of the Work which will be done by each such subcontractor or person that will be in an amount in excess of ½ of 1% of the prime Contractor's total bid.

DIVISION OF WORK	SUBCONTRACTOR	LICENSE NO.	DIR NO.	ADDRESS (City Only)

(Bidder's Signature)

NOTE:

Pursuant to California Labor Code Section 1725.5, bids received on or after March 1, 2016, must include the **Subcontractor's** Department of Industrial Relations registration number. Contact the Department of Industrial Relations, <http://www.dir.ca.gov/>, for more information.

NOTE:

Pursuant to California Labor Code Section 1725.5, on or after April 1, 2016, the **Subcontractor(s)** must be registered with the Department of Industrial Relations to be awarded a public works contract or work on a public works project.

BIDDER'S EXECUTION ON SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL.

The bidder _____, hereby certifies that he (has) ___ (has not)___ participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he (has)___ (has not)___ filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 DFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

T. QUESTIONNAIRE - NON-COLLUSION

In accordance with Public Contract Code Section 10162, 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 a safety regulation:

Yes _____ No _____

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

U. PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, 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.

V. TITLE 23, UNITED STATES CODE, SECTION 112 NON-COLLUSION AFFIDAVIT

In accordance with Title 23, United States Code, Section 112, the bidder hereby states under penalty of perjury that he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

NOTE: This questionnaire constitutes part of the Proposal and signature on the signature portion of this Proposal shall constitute signature of this questionnaire.

W. BIDDER'S STATEMENT OF QUALIFICATIONS AND BUSINESS REFERENCES

Name Bidder _____

Address of Principal Office _____

1. Are you an individual _____, a partnership _____, a corporation _____, or a joint venture _____ ?

If a partnership, list names and addresses of partners; if a corporation, list names of officers and directors and State of incorporation; if a joint venture, list names and addresses of venturers and if any venturer is a corporation, partnership or joint venture, list the same information for each such corporation, partnership and joint venture.

2. Are you licensed as a Contractor to do business in California? _____

License No. _____ Classification _____

For the following questions, if a joint venture, give information for each of the ventures, by name. Attach additional sheets if necessary.

3. How many years has your organization been in business as a Contractor under your present business name? _____

4. How many years of experience has your organization had in construction work similar to the work you are interested in bidding?

(a) As a general contractor? _____

(b) As a subcontractor? _____

5. Show all the projects your organization has completed during at least the last five years in the following tabulation. If your organization has been in existence for less than five years, show all the projects your key personnel have completed during the last five years in the following tabulation. For joint venture work, show the sponsoring individual or company. Attach additional sheets if necessary.

Year	Type of Work	Value of Work	Location	For Whom
------	--------------	---------------	----------	----------

6. Have you or your organization, or any officer or partner thereof, failed to complete a contract? _____ If so, give details. Attach additional sheets if necessary

7. Have you, your organization or any officer, within the last five years, declared bankruptcy, filed for reorganization or filed for some other relief from debtors? _____

8. Within the last three years, has your organization been assessed liquidated damages by any public agency? If so, please explain the circumstances.

9. Within the last three years, has your organization been involved in any formal mediation or arbitration proceedings with a public agency regarding a public works project? _____
If yes, please explain the circumstances.

10. In what other lines of business are you financially interested? Attach additional sheets if necessary.

11. Name the persons with whom you have been associated in business as partners or business associates in each of the last five years. Attach additional sheets if necessary.

12. Give information below about the relevant experience of the principal individuals of your present organization, including those individuals to be in responsible charge of this project. Attach additional sheets if necessary.

Individual's Name	Present Position	Years of Construction Experience	Magnitude and Type of Work	In What Capacity
-------------------	------------------	----------------------------------	----------------------------	------------------

13. Give information below about all your contract work underway, or for which you are committed. Attach additional sheets if necessary.

Type of Work	Location	Value	Percent Complete	Scheduled Completion Date	For Whom Performed

14. References: Give only engineers, architects, or owners, including public bodies, for whom you have done work. Attach additional sheets if necessary.

Name	Address	Business

15. References: The following bank or banks can provide references as to the financial responsibility of the Bidder. Attach additional sheets if necessary.

- (a) Name of Bank: _____
 Address: _____
 City and State: _____ Telephone: _____
 Officer Familiar with Bidder's Account: _____
- (b) Name of Bank: _____
 Address: _____
 City and State: _____ Telephone: _____
 Officer Familiar with Bidder's Account: _____
- (c) Name of Bank: _____
 Address: _____
 City and State: _____ Telephone: _____
 Officer Familiar with Bidder's Account: _____

16. References: The following surety company or companies can provide references as to the financial responsibility and general reliability of the Bidder. Attach additional sheets if necessary.

- (a) Name of Surety Company: _____
 Name of Local Agent (if different): _____
 Local Address: Street _____
 City and State _____ Telephone: _____

Person Familiar with Bidder's Account: _____
 (b) Name of Surety Company: _____
 Name of Local Agent (if different): _____
 Local Address: Street _____
 City and State _____ Telephone: _____
 Person Familiar with Bidder's Account: _____
 (c) Name of Surety Company: _____
 Name of Local Agent (if different): _____
 Local Address: Street _____
 City and State _____ Telephone: _____
 Person Familiar with Bidder's Account: _____

17. Is any litigation pending against your organization or has your organization been involved in litigation with a public agency in the last three years? If so, give details. Attach additional sheets if necessary.

The undersigned bidder represents and warrants that the foregoing information is true and accurate to the best of its knowledge and the undersigned intends that the City rely thereof in awarding the attached contract.

 Signature of Bidder

 Title

Dated: _____, 20____

END OF BIDDER'S STATEMENT OF QUALIFICATIONS AND BUSINESS REFERENCES

SIGNATURE PAGE

Accompanying this proposal is "Cash", "Cashier's Check", or "Bidder's Bond" as the case may be in an amount equal to at least ten percent of the total bid.

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, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.

The following information must be completed for this bid to be considered responsive: Licensed in accordance with an act providing for the registration of Contractor's License No. _____. Class _____. Expiration Date _____,

By my signature on this proposal, I certify under penalty of perjury that the foregoing Public Contract Code Sections 10162 questionnaire and 10232 statement and the Title 23 United States Code Section 112 non-collusion affidavit are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code).

DATE: _____

SIGNATURE: _____

Business Address: _____

Place of Business: _____

Place of Residence: _____

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
as Principal, and _____
as Surety, are held and firmly bound unto the City of Oakley, hereinafter called CITY, in the sum of \$ _____, being at least ten percent (10%) of the total amount of the bid, for the payment of which sum in lawful money of the United States of America to CITY we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas the Principal has submitted said bid to CITY;

NOW, THEREFORE, if the Principal is awarded a Contract by CITY, and, within the time and in the manner required by the Specifications, enters into a written Contract with CITY and furnishes the requisite bond or bonds and insurance certificates, then this obligation shall become null and void, otherwise, to remain in full force and effect.

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

Dated: _____, 20____.

TO BE CONSIDERED COMPLETE, BOTH THE PRINCIPAL AND SURETY MUST SIGN THIS BIDDER'S BOND. IN ADDITION, THE SURETY'S SIGNATURE MUST BE NOTARIZED AND A COPY OF THE SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.

Principal

By: _____

Surety

By: _____

Address of Surety

END OF BIDDER'S BOND

**AGREEMENT
FY2019-20 STREET REPAIR & RESURFACING PROJECT
CIP NO. 237**

THIS AGREEMENT, dated _____, 20__, is by and between the CITY OF OAKLEY, a municipal corporation "CITY"), and _____.
("CONTRACTOR").

The parties hereto mutually agree to the terms and conditions set forth herein.

1.01 CONTRACT DOCUMENTS.

Each of the items hereinafter referred to are incorporated herein by this reference as if set forth in full herein.

Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles, and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.

The Contract Documents, sometimes also referred to as "the Contract," consists of this agreement, the special provisions, the project plans, the proposal submitted by the Contractor to whom the Contract is awarded, the Standard Specification, the Standard Plans, the Labor and Material and Performance Bonds, the current general prevailing wage rate, the labor surcharge and equipment rental rates and the notice to contractors, the Insurance Requirements, and any other such data and all versions thereof prepared by City pursuant to Contract, and any modifications of any of the foregoing in the form of Addenda or executed Change Order or otherwise effected in accordance with the terms of the Contract, the surety bonds, bid bond, and Contractor's list of subcontractors. This is a public works contract pursuant to the provisions of the California Public Contract Code and other California statutes.

1.02 DEFINITIONS.

Unless otherwise specifically provided herein, all words and phrases defined in the Standard Specifications and modified by the special provisions shall have the same meaning and intent in this Agreement.

1.03 AGREEMENT CONTROLS.

In the event of a conflict between the terms and conditions as set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail.

1.04 SCOPE OF CONTRACT.

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material and transportation necessary to perform and complete in a good and workmanlike manner to the satisfaction of the City, all the work called for, and in the

manner designated in, and in strict conformity with the Contract Documents for the project entitled: **FY2019-20 STREET REPAIR & RESURFACING PROJECT - CIP NO. 237**

1.05 CONTRACT AMOUNT AND PAYMENTS.

City agrees to pay, and Contractor agrees to accept, in full payment for the above work, the sum of DOLLARS AND _____ CENTS (\$_____), which sum is to be paid according to the schedule and in the manner set forth herein and subject to additions, deductions, and withholding as provided in the Contract Documents. When it is provided in the Notice to Bidders, Instructions to Bidders, or Proposal Form that Contractor is to be paid on the basis of the unit prices shown in his bid, instead of a lump sum price, the Contractor agrees to accept, in full payment for the above work, the sum computed in accordance with the actual amount of each item of work performed or material furnished, at the unit price which Contractor bid for each such item in his Proposal Form, said unit price to be determined as provided in the Standard Specifications and Special Provisions.

1.06 PROGRESS AND FINAL PAYMENTS.

Subject to the terms and conditions of the Contract Documents, City shall cause payments to be made upon demand of Contractor in the manner set forth in the Standard Specifications.

1.07 RETENTION OF SUMS CHARGED AGAINST CONTRACTOR.

When, under the provisions of this Contract, City shall charge any sum of money against Contractor, City shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due Contractor from City. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay City's charges against him, City shall have the right to recover the balance from Contractor or its sureties.

1.08 COMMENCEMENT AND PROSECUTION OF WORK.

The Contractor shall begin work within TEN (10) working days of the date of the Notice-to-Proceed and shall diligently prosecute the same to completion before the expiration of **SIXTY (60) WORKING DAYS**, after the date of Notice to Proceed. The phrase "commence the work" means to engage in a continuous program on-site including, but not limited to, site clearance, grading, dredging, land filling and the fabrication, erection, or installation of the work. Said Notice to Proceed shall be issued following execution of the Agreement and the filing by Contractor of the required bonds and proof of insurance. The continuous prosecution of work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

1.09 TIME OF COMPLETION.

The entire work shall be brought to completion in the manner provided for in the Contract Documents on or before the **SIXTIETH (60th)** working day, (hereinafter called the ("Completion Date")) from and after the receipt by Contractor of the Notice to Proceed unless extensions of time are granted in accordance with the Contract Documents.

1.10 PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK.

The payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the work or any portion thereof and shall in no way reduce the liability of Contractor to replace unsatisfactory work or material, though the unsatisfactory character of such work or material may not have been apparent or detected at the time such payment was made.

1.11 ACCEPTANCE NOT RELEASE.

Contractor shall correct immediately any defective or imperfect work which may be discovered before final acceptance of the entire work. Any unsatisfactory materials shall be rejected, notwithstanding that they may have been overlooked by the proper inspector. The inspection of the work, or any part thereof, shall not relieve Contractor of any of his obligations to perform satisfactory work as herein prescribed.

Failure or neglect on the part of the City or any of its authorized agents to condemn or reject bad or inferior work or materials shall not be construed to imply an acceptance of such work or materials if such becomes evident at any time prior to final acceptance of the entire work or all materials, nor shall such failure be construed as barring City at any subsequent time from recovering damages or of such a sum of money as may be required to build anew all portions of the work in which fraud was practiced or improper materials used whenever City may discover the same.

1.12 PAYMENT OF UNDISPUTED CONTRACT AMOUNTS.

Payment of undisputed contract progress payments or amounts is contingent upon Contractor furnishing the City with a release of all claims against the City arising by virtue of the contract related to those amounts. The City shall pay interest at the legal rate to the Contractor for any progress payment request not paid within thirty (30) days of submission when the validity of the request is not disputed and when the request has been properly submitted. Any payment request determined by City not to be a proper request shall be returned to Contractor as soon as practicable, but not later than seven (7) days after receipt. A request returned pursuant to this paragraph shall be accompanied by a writing setting forth the reasons why the payment request is not proper.

1.13 CITY'S RIGHT TO TAKE POSSESSION OF THE WORK IN WHOLE OR IN PART.

Without limitation of Paragraph 1.19 whatsoever, the City of Oakley shall have the right at any time to enter upon the work and perform work not covered by this Contract, or to occupy and use a portion of the work, prior to the date of the final acceptance of the work as a whole, without in any way relieving Contractor of any obligations under this Contract.

Such use or occupation of the work shall not be construed as an acceptance of any portion of the work under this Contract, nor shall it affect the dates and times when payments shall become due nor prejudice City's right, guarantees, or sureties.

1.14 NO WAIVER OF REMEDIES.

Neither the inspection by City or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the work by City, nor any extensions of time, nor any position taken by City or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and City shall have any and all equitable and legal remedies which it would in any case have.

1.15 DETERMINATION OF DAMAGES.

The actual fact of the occurrence of damages and the actual amount of the damages which City would suffer if the work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and from the nature of the project, it is impracticable and extremely difficult to fix the actual damages. Damages which City would suffer in the event of delay include loss of the use of the Project, and in addition expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the City of Oakley by reasons of the delay in the completion of the project to serve the public at the earliest possible time. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor acknowledges that he understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be the amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

1.16 LIQUIDATED DAMAGES.

The amount of the liquidated damages to be paid by Contractor to City for failure to complete the entire work by the Completion Date (as extended, if applicable) will be **ONE THOUSAND FIVE HUNDRED Dollars (\$1,500.00)** for each calendar day, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's default.

1.17 PAYMENT OF DAMAGES.

In the event Contractor shall become liable for liquidated damages, City, in addition to all other remedies provided by law, shall have the right to withhold any and all payments which would otherwise be or become due Contractor until the liability of Contractor under this section is finally determined. City shall have the right to use and apply such payments, in whole or in part, to reimburse City for all liquidated damages due or to become due to City. Any remaining balance of such payments shall be paid to Contractor only after discharge in full of all liability incurred by Contractor under this section or otherwise. If the sum so retained by City is not sufficient to discharge all such liabilities of Contractor, Contractor and his sureties shall continue to remain liable to City until all such liabilities are satisfied in full. No failure by City to withhold any payment as hereinbefore specified shall in any manner be construed to constitute a waiver of any right to liquidated damages or any right to any such sum.

1.18 INDEMNITY AND HOLD HARMLESS.

Contractor shall assume the defense of, and indemnify and hold harmless, the City, its officers, employees, and agents, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description, including but not limited to loss of use, loss of profits or loss of goodwill arising in any manner from the work, to which they may be subjected or put, by reason of, or resulting from, the performance of the work, provided that such action, damage, claim, loss, or expense is attributable to bodily injury, sickness, disease or death, or injury to, or destruction of property, whether upon or off the work, including the loss of use thereof, and is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, and anyone directly or indirectly employed by either of them, or anyone for whose acts of them may be liable, whether or not it is caused in part by a party indemnified hereunder, except if attributable to the City's own active negligence.

1.19 CONTRACTOR SHALL ASSUME RISKS.

Until the completion and final acceptance by City of all work under this Contract, the work shall be under Contractor's responsibility, care, and charge, including any period of time work is suspended for any cause whatsoever. Contractor shall rebuild, repair, restore, and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the work, except as otherwise agreed. However, Contractor shall not be responsible for assuming responsibility for repairing or restoring damage caused by an Act of God as defined by Public Contract Code Sec. 7105 in excess of five (5%) percent of the total contract amount. It is specifically contemplated that the City, its officers, employees, and invitees, will occupy and use portions of the work prior to final acceptance. Such occupancy shall not relieve Contractor of responsibility provided herein nor exonerate any surety or insurer of Contractor save and except for items of routine maintenance and repair.

1.20 GENERAL LIABILITY OF CONTRACTOR.

Except as otherwise herein expressly agreed, Contractor shall do all the work and furnish all the labor, materials, tools, power and light, and appliances, necessary or proper for performing and completing the work herein required in the manner within the time herein specified. The mention of any specific duty or liability of Contractor shall not be construed as a limitation or restriction of any general liability or duty of Contractor, and any reference to any specific duty or liability shall be construed to be for the purpose of explanation.

1.21 RECYCLING REQUIREMENTS

Contractor agrees to comply with all City recycling requirements, and as set forth in the Oakley Municipal Code, including, but not limited to:

- a. Construction and Demolition: Contractor must contact a customer service representative (CSR) at Oakley Disposal Service, Inc. to arrange for service for any and all construction and demolition work to be performed as part of this project unless Contractor has been approved by the City as a "self-hauler" as defined in Oakley Municipal Code §4.20.308. The CSR will ask if the drop box contains recycle material and will direct the Contractor to drop the construction and demolition debris, including dirt and cement, to a permitted processing facility. The

Contractor must indicate on their order form, by checking the applicable box, that they need documentation to comply with the Oakley Municipal Code. This documentation must be provided to the City within ten (10) days of receipt of said documentation by Contractor.

- b. Commercial Self-Haul: Business self-haul materials are accepted at various Oakley Disposal Service, Inc. local facilities for recycling and include, but are not limited to, wood, inerts, metals, tires, greenwaste, plastics, cardboard, mattresses, foam padding, propane tanks, e-waste and appliances. Contractor agrees to drop any and all business self-haul materials at a site designated on the website www.cccounty.us/depart/cd/recycle/.
- c. Road Maintenance and Construction Projects: Contractor agrees to recycle greenwaste, asphalt, concrete and metal from any and all road maintenance and construction projects at Oakley Disposal Service, Inc. designated locations.
- d. Office Recyclables: If Contractor has an office, temporary office, or trailer within the City of Oakley, Contractor agrees to recycle all paper, cardboard, bottles, cans, and toner cartridges at Oakley Disposal Service, Inc. designated locations.
- e. Special Waste Materials: Contractor shall dispose of inert materials, including, but not limited to, concrete, asphalt and rubber, at Oakley Disposal Service, Inc. designated locations. Shingles and wood waste shall be diverted to the Recycling Center and Transfer Station (RCTS) located at 3700 Loveridge Road, Pittsburg, CA 94565. Scrap metal shall be dropped off at a large-scale scrap metal recycle facility operating within Contra Costa County which may be found at www.cccrecycle.org.
- f. Universal Waste: Contractor shall dispose of batteries, mercury containing devices and lamps, and certain consumer electronics at a recycling center designated by Oakley Disposal Service, Inc.

1.22 PREVAILING WAGE REQUIREMENTS.

All workers hired by Contractor, and all workers of subcontractors performing work for Contractor, must receive not less than the prevailing rate of per diem wages for work of a similar character in the locality in which City is located and be subject to the California prevailing wage laws, Labor Code Sec. 1720 et seq. The general rate of per diem wages for each craft, classification, or type of worker are on file at the City's offices. Statutory provisions for penalties for failure to pay prevailing wages and/or the State wage and hour laws will be enforced. Contractor shall comply with State requirements relating to the retention, maintenance and inspection of certified payroll records. It shall also comply with State requirements regarding the employment of apprentices. Eight hours' labor constitutes a legal day's work. Contractor must secure payment of Workers Compensation Insurance as required by Labor Code Se. 1860 and 3700.

1.23 INSURANCE REQUIREMENTS.

Before beginning any work under this Agreement, Contractor at its own cost and expense, shall procure "occurrence coverage" insurance 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. Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this Agreement and under forms and amounts of insurance satisfactory in all respects to the City as set forth in Exhibit A attached hereto and incorporated herein. Contractor shall maintain in full force and effect the insurance coverage in the forms and amounts specified in this Agreement throughout the term of this Agreement, and until final completion and acceptance of the work by the City. 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 thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Verification of the required insurance is attached hereto and incorporated herein as Exhibit B.

1.24 VARIATION.

The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

1.25 NOTICE OF REDUCTION IN COVERAGE.

In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than five days after Contractor is notified of the change in coverage.

1.26 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 these Contract Documents and as described in the Insurance Requirements in Exhibit A. 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 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 Manager.

1.27 NOTICE OF CLAIMS.

City shall notify Contractor within thirty (30) days of City's receipt of any third party claim related to this Contract.

1.28 EXTENSIONS OF TIME.

In the event City deems it necessary, in its sole discretion, to extend the time of completion of work to be done under this Contract beyond the required Completion Date herein specified, such extensions shall in no way release any guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such extension of time relieve or release the sureties on the bonds executed pursuant to said provisions. By executing such bonds, the sureties shall be deemed to have expressly agreed to any such extension of time. The amount of time allowed in any extension of time shall be limited to the period of excusable delay as defined herein giving rise to the same as determined by City Engineer.

1.29 EXCUSABLE DELAYS.

For the purpose of these Contract Documents, the term "Excusable Delays" shall mean, and is limited to, delays caused directly by acts of God, acts of the public enemy, fires, riots, insurrections, epidemics, quarantine restrictions, strikes, lockouts, sit-downs, acts of a governmental agency, priorities or privileges established for the manufacture, assembly, or allotment of materials necessary in the work by order, decree, or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; changes in the work ordered by City insofar as they necessarily require additional time in which to complete the work; the prevention by City of Contractor from commencing or prosecuting the work because of the acts of others, excepting Contractor's subcontractors; or the prevention of Contractor from commencing or prosecuting the work because of a City-wide failure of public utility service.

The term "Excusable Delay" shall specifically not include: (1) any delay which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of Contractor; (2) any delay in the prosecution of parts of the work, which may in itself be unavoidable but which does not necessarily prevent or delay the prosecution of other parts of the work, nor the completion of the whole work within the time specified; (3) any reasonable delay resulting from time required by City for review of plans and submittals required of Contractor and for the making of surveys, measurements and inspections; and (4) any delay arising from an interruption in the prosecution of the work on account of the reasonable interference from other Contractors employed by City, which does not necessarily prevent the completion of the work within the time specified. Excusable Delays, if any, shall operate only to extend the Completion Date (not in excess of the period of such delay as determined by the City) but shall not under any circumstances increase the sum City is to pay Contractor as provided in these Contract Documents.

1.30 CONTRACTOR TO SERVE NOTICE OF DELAYS.

Whenever Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which Contractor regards as an excusable delay, he shall notify the City Engineer in writing of the probability of such delay and its cause, in order that the City Engineer may take immediate steps to prevent if possible the occurrence or continuance of the delay, or if this cannot be done, may determine whether the delay is to be considered excusable, how long it continues, and to what extent the prosecution and completion of the work are delayed thereby. Said notice shall constitute an application for an extension of time only if the notice requests such an extension and sets forth Contractor's estimate of the additional time required together with a full description of the cause of the delay relied upon.

After the completion of any part or whole of the work, the City Engineer, in estimating the amount due Contractor, will assume that any and all delays which may have occurred in its prosecution and completion have been avoidable delays, except such delays as shall have been called to the attention of the City Engineer at the time of their occurrence and found by him to have been excusable. Contractor shall make no claim that any delay not called to the attention of the City Engineer at the time of its occurrence has been an excusable delay.

1.31 EXTENSION OF TIME - EXCUSABLE DELAY.

Should any delays occur which the City Engineer may consider excusable, as herein defined, Contractor shall, pursuant to his application, be allowed an extension of time beyond the time herein set forth proportional to said delay or delays in which to complete this Contract; and, during an extension which may have been granted because of an excusable delay or delays, City shall not charge liquidated damages against Contractor for such delay.

1.32 EXTENSION OF TIME DOES NOT WAIVE CITY'S RIGHTS.

The granting of any extension of time on account of delays which in the judgment of the City Engineer are excusable delays shall in no way operate as a waiver on the part of City of its rights under this Contract excepting only the extension of the Completion Date.

1.33 NO PAYMENT FOR DELAYS.

No damages or compensation of any kind shall be paid to Contractor or any subcontractor because of delays in the progress of the work whether such delays qualify for extension of time under this Agreement or not.

1.34 CHANGES IN THE WORK.

Changes in the work made pursuant to changes issued in accordance with the Standard Specifications and extensions of time of completion made necessary by reason thereof (beyond the Completion Date) shall not in any way release any guarantee given by Contractor pursuant to the provisions of the Contract Documents, or the Contract let hereunder, nor shall such changes in the work relieve or release the sureties on bonds executed pursuant to the said provisions. By executing such bonds, the sureties shall be deemed to have expressly agreed to any such change in the work and to any extension of time made by reason thereof.

1.35 TERMINATION AFTER COMPLETION DATE.

In addition to any other rights it may have, City may terminate this Contract at any time after the Completion Date as adjusted by any extensions of time for excusable delays that may have been granted. Upon such termination Contractor shall not be entitled to receive any compensation for services rendered by him before or after such termination, and he shall be liable to City for liquidated damages for all periods of time beyond such termination date until the work is completed.

1.36 CONTRACTOR BANKRUPT.

If Contractor should commence any proceeding under the Bankruptcy Act, or if Contractor be adjudged bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City Council may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to Contractor and his surety according to the provisions of Section 1.32. Contractor's Surety shall have the right to complete the work by commencing thirty (30) days as specified in Section 1.32; and, in the event Contractor's Surety fails to commence work within thirty (30) days, City shall have the right to complete, or cause completion of the work, all as specified in Section 1.32.

1.37 TERMINATION FOR BREACH OF CONTRACT.

If Contractor should abandon the work under this Contract, or if the Contract or any portion of the Contract should be sublet or assigned without the consent of the City Council, or if the City Engineer should be of the opinion that the conditions of the Contract in respect to the rate of progress of the work are not being fulfilled or any part thereof is unnecessarily delayed, or if Contractor should willfully violate or breach, or fail to execute in good faith, any of the terms or conditions of the Contract, or if Contractor should persistently refuse or fail to supply enough properly skilled labor or materials, or fail to make prompt payment to subcontractors for material or labor, or persistently disregard laws, ordinances, or proper instruction or orders of the Engineer, then, notwithstanding any provision to the contrary herein, the City Council may give Contractor and his Surety written notification to immediately correct the situation or the Contract shall be terminated.

In the event that such notice is given, and, in the event such situation is not corrected, or satisfactory arrangement for correction is not made within ten (10) calendar days from the date of such notice, the Contract shall upon expiration of said ten (10) calendar days cease and terminate. In the event of any such termination, City shall immediately serve notice thereof upon the Surety and Contractor; and the Surety shall have the right to take over and perform the Contract, provided, however, that if the Surety does not commence performance thereof within thirty (30) days from the date of the mailing to such Surety of notice of termination, City may take over the work and prosecute the same to completion by Contract, or otherwise, for the account and at the expense of Contractor, and his Surety shall be liable to City for any excess cost occasioned City thereby, as hereinafter set forth.

In the event City completes the work, or causes the work to be completed, as aforesaid, no payment of any sum shall be made to Contractor until the work is complete. The cost of completing the work, including but not limited to, extra contract costs, the costs of City forces, extra costs of administration and management incurred by City, either direct or indirect, shall be deducted from any sum then due, or which becomes due, to Contractor from City. If no sum sufficient to pay the difference between sums due to Contractor and the cost of completing the work, and there is a sum remaining due to Contractor after City deducts the aforementioned costs of completing the work, then City shall thereupon pay such sum to Contractor and his Surety.

No act by City before the work is finally accepted, including but not limited to, exercise of other rights under the Contract, actions at law or in equity, extensions of time, payments, claims of liquidated damages, occupation or acceptance of any part of the work, waiver of any prior breach of the Contract or failure to take action pursuant to this

section upon the happening of any prior default or breach by Contractor shall be construed to be a waiver, or to estop, City from acting pursuant to this paragraph upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of the Contract. The rights of City pursuant to this paragraph are cumulative and in addition to all other rights of City pursuant to this Agreement and at law or in equity.

1.38 GUARANTY AND BONDS.

Contractor shall furnish a guaranty for its work under the contract, a performance bond and a payment bond, all as required by the Contract Documents and the attachments to this Contract.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date set forth opposite their names.

Date: _____

CONTRACTOR:

Signature
(corporate officer if incorporated)

Name (Printed)

Title

Date: _____

Secondary Signature
(required if incorporated)

Name (Printed)

Title

(signature page continued)

Date: _____

CITY

City of Oakley, a municipal
corporation

City Manager

ATTEST:

City Clerk

ORIGINAL APPROVED AS TO FORM:

City Attorney

GUARANTY

To the CITY OF OAKLEY, FOR

FY2019-20 STREET REPAIR & RESURFACING PROJECT CIP NO. 237

The undersigned guarantees the construction and installation of the work included in this project.

Should any of the work prove defective, due to faulty workmanship, materials furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within one year after date on which this contract is accepted by the City or after relief from maintenance, whichever, the undersigned agrees to reimburse the City, upon demand, for its expenses incurred in restoring said project, including the cost of any such equipment or materials replaced and repair said work completely without cost to the City so that said work will function successfully as originally contemplated.

The City shall have the unqualified option to make any needed replacements or repairs done by the undersigned. In the event the City elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the City. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the City shall be entitled to all costs and expenses, including attorney's fees.

Signature of Bidder

PERFORMANCE BOND
(To Accompany Contract)

Bond No. _____

WHEREAS, the City of Oakley, hereafter referred to as "Obligee," has awarded to Contractor, _____, hereafter referred to as "Principal," a contract for the work described as follows:

FY2019-20 STREET REPAIR & RESURFACING PROJECT
CIP NO. 237

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the Obligee, in the sum of _____ Dollars (\$_____) to be paid to the Obligee, for which payment we bind ourselves jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal shall faithfully perform his contract, then this obligation shall be null and void, otherwise it shall be in full force and effect.

No right of action shall accrue under this bond to or for the use of any person other than the Obligee named herein.

Dated: _____, 20__

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Name (print)

Principal (Signature)

Surety

Attorney-In-Fact

NOTE: Signatures of those executing for the Principal and Surety must be properly acknowledged and a Power of Attorney must be attached naming the Surety. A corporate seal must be affixed for both Contractor and Surety.

PAYMENT BOND
(Civil Code Section 3247)

Bond No. _____

WHEREAS, the City of Oakley, hereafter referred to as "Obligee," has awarded to Contractor, _____, hereafter referred to as "Principal," a contract for the work described as follows:

FY2019-20 STREET REPAIR & RESURFACING PROJECT
CIP NO. 237

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the Obligee in the sum of _____ Dollars (\$_____) to be paid to the Obligee, for which payment we bind ourselves jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the Surety herein 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, the Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 20_____

Correspondence or claims relating to this bond should be sent to the Surety at the following address:

Name (print)

Principal (signature)

Surety

(signature page continued)

Attorney-In-Fact

NOTE: Signatures of those executing for the Principal and Surety must be properly acknowledged and a Power of Attorney must be attached naming the Surety. A corporate seal must be affixed for both Contractor and Surety.

EXHIBIT A

Insurance Requirements

CONSTRUCTION CONTRACTS

Contractor shall procure and maintain for the duration of the contract, and for two years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (i.e., \$10,000,000)
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$5,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder's Risk (Course of Construction)** insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Surety Bonds** as described below.
6. **Professional Liability** (if Design/Build), with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
7. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, 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.

Other Insurance Provisions

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

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by

or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 forms if later revisions used).

2. For any claims related to this project, 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 in excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide notice will be provided to City in the event that the policy is terminated. Contractor shall immediately notify City of any insurance cancellation or termination and shall provide replacement insurance policy documentation to the City.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the City as a loss payee** as their interest may appear. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mod exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Worker's Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 10 10 01 and CG 20 37 10 01.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Bid bond
2. Performance bond
3. Payment bond
4. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances

City reserves right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

EXHIBIT B
Verification of Insurance

**APPLICABLE CITY OF OAKLEY
IMPERIAL (ENGLISH) UNITS-STANDARD PLANS
DATED: 2014**

The City of Oakley Standard Plan sheets applicable to this contract include, but are not limited to those indicated below.

GENERAL ROAD WORK- (Miscellaneous)

Std. Plan No. 1 Concrete Curb and Gutter

Std. Plan No. 5 Concrete Sidewalk

Std. Plan No. 14 Manhole, Catch Basin, Valve Box Adjustment

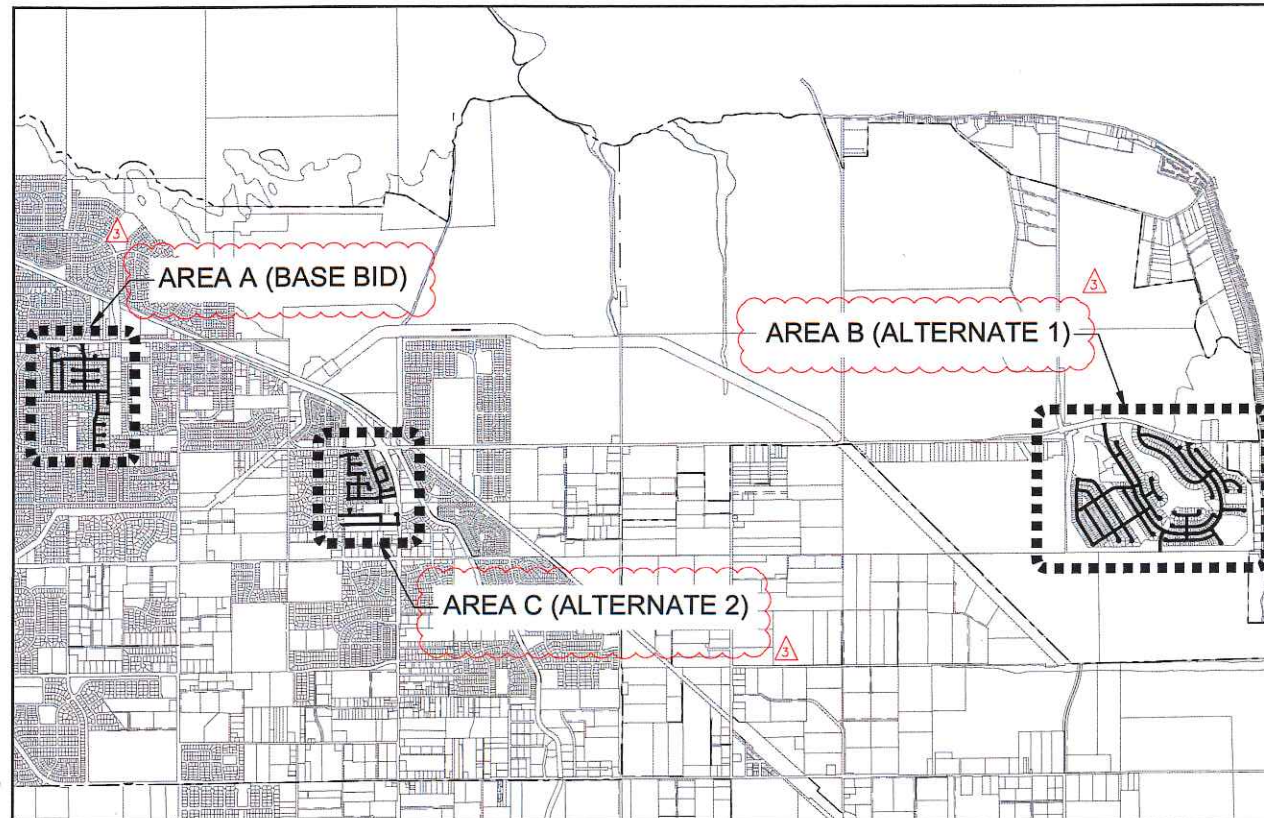
CITY OF OAKLEY

FY 2019-20 STREET REPAIR & RESURFACING PROJECT

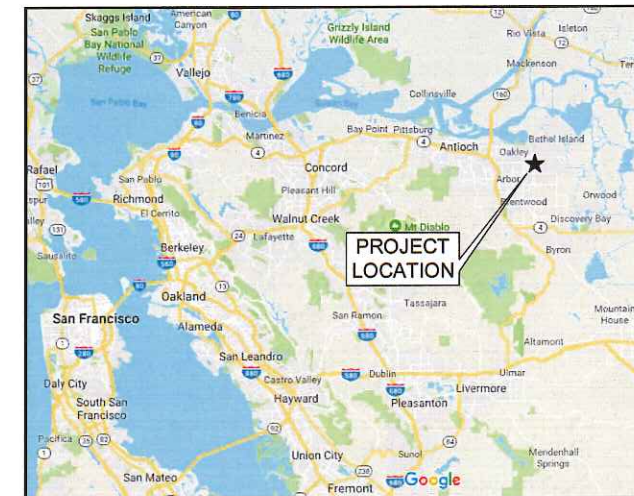
CIP No. 237

GENERAL NOTES:

1. A NO FEE ENCROACHMENT PERMIT MUST BE OBTAINED PRIOR TO ANY/ALL WORK IN PUBLIC RIGHT-OF-WAY.
2. THE CITY OF OAKLEY IS A MEMBER OF THE UNDERGROUND SERVICE ALERT (U.S.A) ONE CALL PROGRAM. ALL CONTRACTORS ON THIS PROJECT SHALL NOTIFY U.S.A 48 HOURS (2 WORKING DAYS) IN ADVANCE OF PERFORMING ANY EXCAVATION WORK OR DEMOLITION OF IMPROVEMENTS. THE TOLL FREE PHONE NUMBER IS 811
3. TRAFFIC CONTROL DURING CONSTRUCTION SHALL BE THE CONTRACTOR'S RESPONSIBILITY. ALL TRAFFIC CONTROL AND DEVICES SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" ISSUED BY THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION. LANE CLOSURES SHALL CONFORM TO STATE STANDARD PLANS.
4. A TRAFFIC CONTROL PLAN IS REQUIRED FOR ANY DETOURS OR REROUTING OF TRAFFIC. DURING CONSTRUCTION, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE FOR SAFE TRAFFIC CONTROL IN AND AROUND THE SITE. THIS MAY INCLUDE BUT SHALL NOT BE LIMITED TO SIGNS, FLASHING LIGHTS, BARRICADES AND FLAG PERSONS AS DIRECTED BY THE CITY ENGINEER.
5. CITY STREETS ARE TO REMAIN OPEN TO THROUGH TRAFFIC AT ALL TIMES. NO TEMPORARY OR LONG TERM PARKING OR STORAGE OF CONSTRUCTION EQUIPMENT OR MATERIALS ON CITY STREETS SHALL OCCUR WITHOUT PRIOR ISSUANCE OF AN ENCROACHMENT PERMIT.
6. CONTRACTOR SHALL MAINTAIN AN ACCESSIBLE PATH FOR PEDESTRIANS AND TRAFFIC TO BUILDINGS AND AROUND THE WORK AS NECESSARY THROUGHOUT THE LIFE OF THE CONTRACT AS SPECIFIED IN THE SPECIAL CONDITIONS.
7. THE CONTRACTOR SHALL PROVIDE FOR CONTINUOUS INGRESS AND EGRESS TO ALL PRIVATE PROPERTY ADJACENT TO THE WORK THROUGHOUT THE PERIOD OF CONSTRUCTION UNLESS OTHERWISE SHOWN.
8. DURING THE CONSTRUCTION PERIOD, THE PROJECT AREA(S) SHALL BE SWEEPED DAILY AND KEPT FREE OF DIRT, DUST AND DEBRIS. AT THE CONCLUSION OF CONSTRUCTION AND PRIOR TO THE ISSUANCE OF NOTICE OF COMPLETION, THE AREA(S) SHALL BE INSPECTED BY THE CITY'S REPRESENTATIVE AND REPAIRS COMPLETED AS DIRECTED TO THE SATISFACTION OF THE CITY.
9. CONTRACTOR SHALL DISPOSE OF ALL PROJECT WASTE IN A LEGAL MANNER. WASTE MATERIALS SHALL NOT BE WASHED INTO THE STORM DRAIN SYSTEM. THIS INCLUDES BUT IS NOT LIMITED TO SOIL, PAINT, STUCCO, GROUT, COLOR COAT, CONCRETE DUST, SAW RESIDUES, GRINDINGS, OIL, ETC.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES TO THE SITE OR THE SURROUNDING AREA AS A RESULT OF THE CONTRACTOR'S WORK OR OPERATIONS. EXISTING FACILITIES THAT ARE DAMAGED OR DISPLACED BY THE CONTRACTOR SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.
11. ALL SURVEY MONUMENTS TO BE PROTECTED DURING CONSTRUCTION. ALL SURVEY MONUMENTS LOCATED WITHIN LIMIT OF PAVEMENT REHABILITATION WORK SHALL HAVE A TRAFFIC-RATED UTILITY BOX AND COVER INSTALLED.
12. THE CORING INFORMATION SHOWN ON THE PLANS IS SOLELY A REPRESENTATION OF THE ROADWAY SECTION & IN NO WAY INDICATES WHAT THE EXISTING CONDITIONS MAY BE DURING CONSTRUCTION.
13. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING THE LOCATIONS, ELEVATIONS, ETC. OF EXISTING FACILITIES AND SHALL IMMEDIATELY NOTIFY THE CITY'S REPRESENTATIVE IN WRITING OF ANY FIELD CONFLICTS.
14. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE TO THE PROPOSED AND EXISTING DRAINAGE FACILITIES FROM NEW PAVEMENT SURFACES.
15. CONTRACTOR IS RESPONSIBLE FOR REPLACING ALL TRAFFIC STRIPING & PAVEMENT MARKINGS DAMAGED OR OBLITERATED. TRAFFIC STRIPING & PAVEMENT MARKINGS SHALL MATCH EXISTING AND SHALL BE THERMOPLASTIC UNLESS SHOWN OTHERWISE ON PLANS OR DIRECTED BY THE CITY.
16. SANITARY SEWER MANHOLES SHALL BE ADJUSTED TO FINISHED GRADE PER THE CENTRAL CONTRA COSTA SANITARY DISTRICT DWG-12, "MANHOLE ADJUSTMENT TO FINISH GRADE".



LOCATION MAP
NTS



VICINITY MAP
NTS

SHEET INDEX		
SHEET NO.	SHEET TITLE	BID SCHEDULE
1	TITLE SHEET	---
2 - 5	AREA A	BASE BID
6 - 11	AREA B	ALTERNATE 1
12 - 14	AREA C	ALTERNATE 2

LEGEND

<ul style="list-style-type: none"> REMOVE & REPLACE 4" HMA CRACK SEAL & SLURRY SEAL (TYPE II W/ BLACK ROCK) REMOVE & REPLACE PCC DRIVEWAY, SIDEWALK, CURB & GUTTER KEYCUT A KEYCUT B COLD PLANE HMA FLUSH (W/GUTTER LIP) INSTALL SHOULDER BACKING REMOVE & REPLACE PCC CURB & GUTTER EX. FENCE PRUNE & REMOVE TREE ROOTS (UNDER PCC/HMA REPAIRS) INSTALL ROOT BARRIER BORING LOCATION (SEE BORING LOG ON PLAN SHEETS) LOOP DETECTOR PULL BOX MANHOLE COVER (D=STORM, S=SEWER) SURVEY MONUMENT COVER 	<ul style="list-style-type: none"> WATER VALVE COVER FIRE HYDRANT (EX.) BLUE RETROREFLECTIVE PAVEMENT MARKER LOOP DETECTOR (EX.) CALTRANS STRIPING DETAIL "XX" 12" WHITE LIMIT LINE (THERMO) 12" WHITE CROSSWALK LINE (THERMO) 12" YELLOW CROSSWALK LINE (THERMO) CALTRANS ARROW TYPE "X" (THERMO) AB C&G HMA PCC R&R
---	---



REVIEWED FOR CONFORMANCE WITH THE CITY OF OAKLEY STANDARDS AND REQUIREMENTS. APPROVAL FOR CONSTRUCTION IS SUBJECT TO THE INFORMATION SHOWN HEREIN. THE CITY OF OAKLEY AND THE UNDERSIGNED ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY EXIST ON THESE PLANS.

Kevin Rohani 2-19-20

KEVIN ROHANI, CITY ENGINEER DATE
R.C.E. NO. 51138 EXPIRES 9/30/21



ADDENDUM NO. 3	
2/19/20	
3	

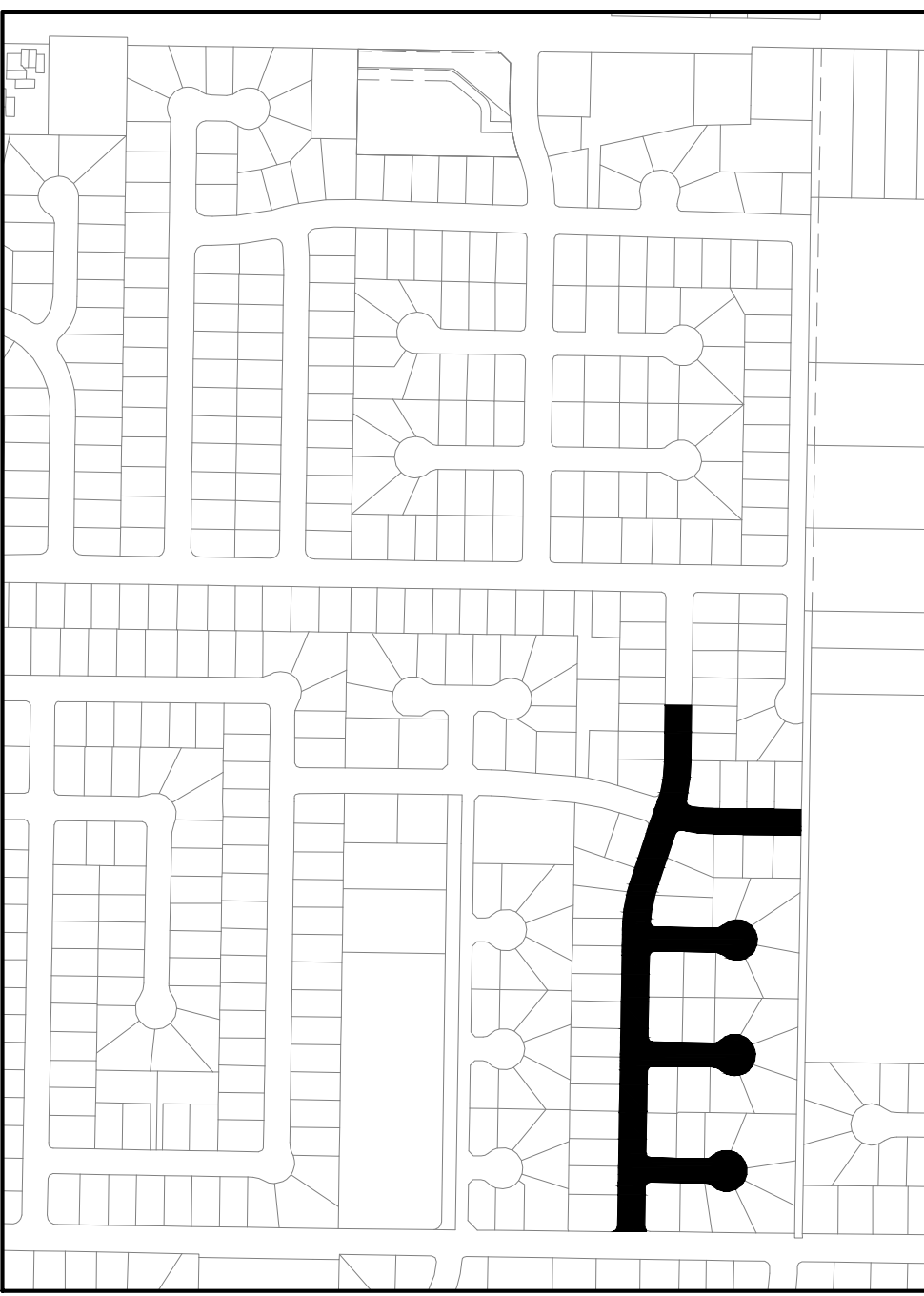
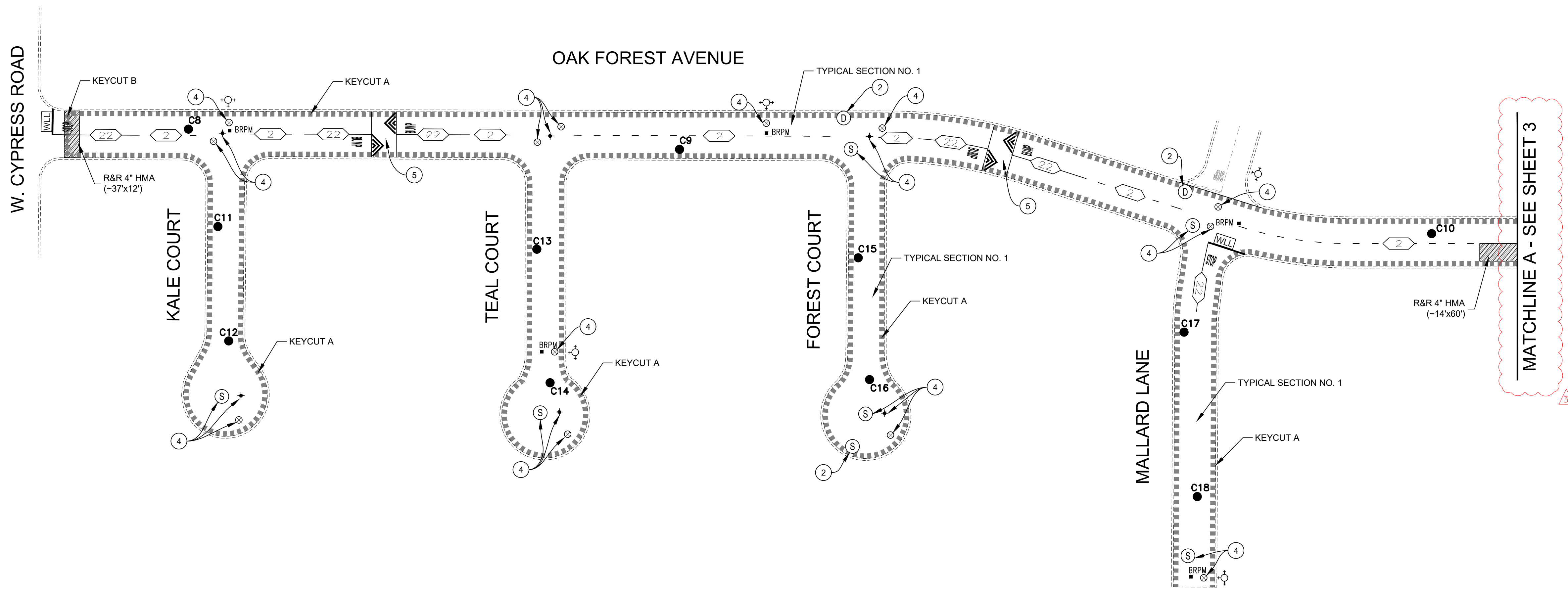
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CITY OF OAKLEY
FY 2019-20 STREET REPAIR & RESURFACING PROJECT CIP 237
TITLE SHEET



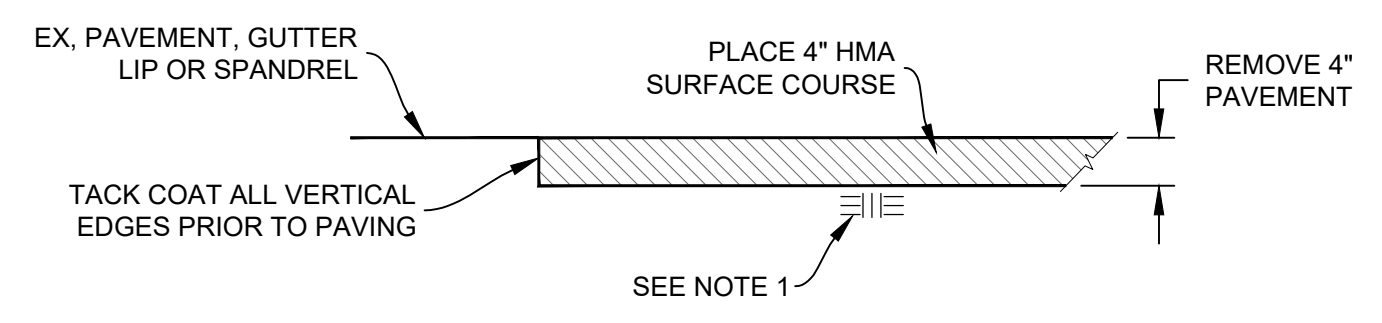
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PROJECT NUMBER:	190213
SCALE:	AS SHOWN
DATE:	DECEMBER 2019
SHEET NUMBER:	1 of 14

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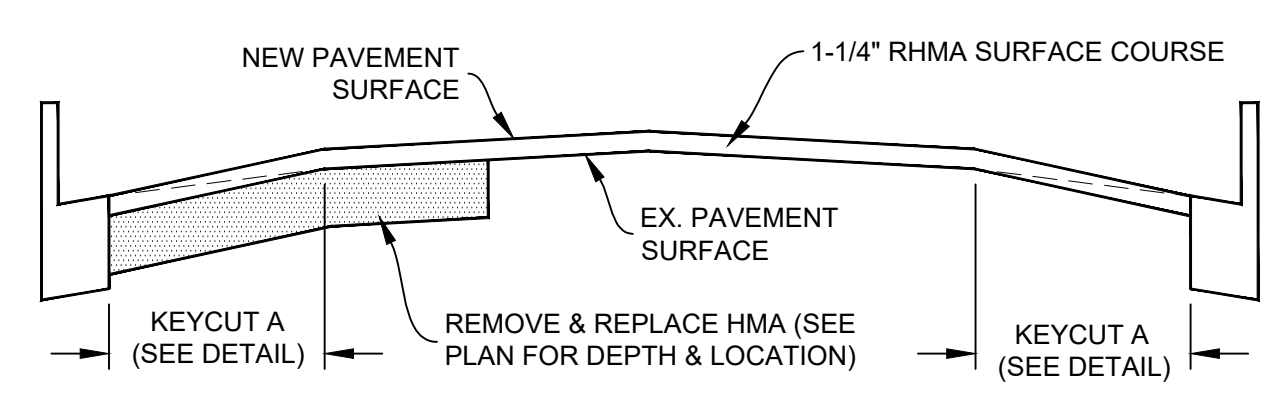
KEY MAP
NTS

NOTES:
1. RECOMPACT LOOSENED MATERIAL AT SURFACE. IF CONTRACTOR DISTURBS MORE THAN 1-1/2" OF MATERIAL, SUBGRADE SHALL BE RECOMPACTED TO 95% R.C.

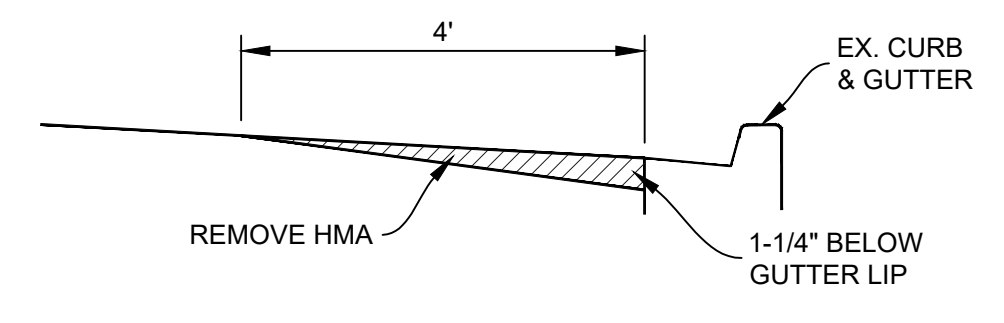


REMOVE & REPLACE 4" HMA
NTS

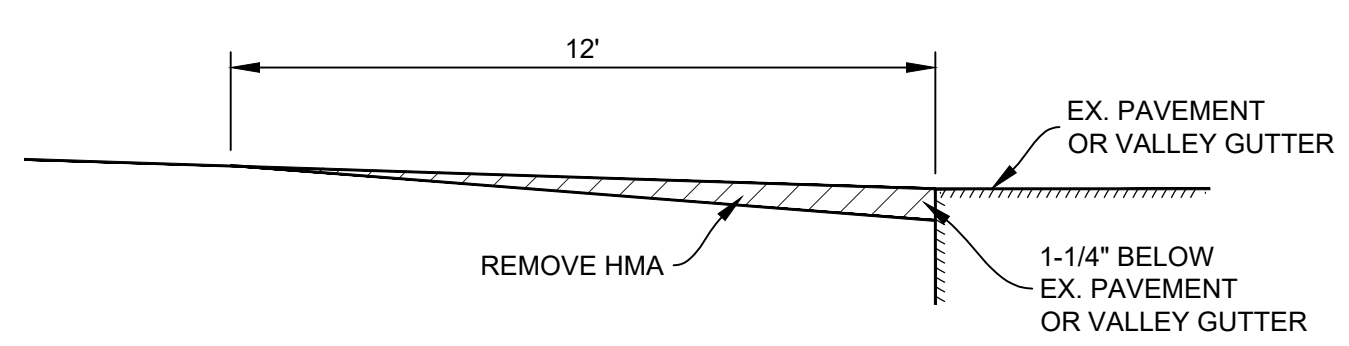
NOTE: WHEN AREAS OF REMOVE & REPLACE HMA ARE LOCATED UNDER KEYCUTS, PAVEMENT SHALL BE REMOVED TO THE DEPTHS INDICATED ON THE PLAN AS MEASURED FROM THE KEYCUT PLANED SURFACE, NOT THE EXISTING PAVEMENT SURFACE.



TYPICAL SECTION NO. 1
NTS



**KEYCUT A
LONGITUDINAL KEYCUT**
NTS



**KEYCUT B
TRANSVERSE KEYCUT**
NTS

CONSTRUCTION NOTES:

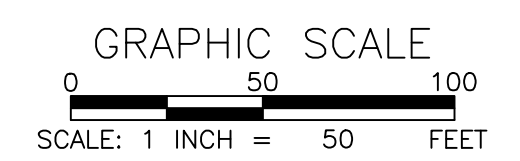
- ① NOT USED.
- ② LOWER UTILITY COVER PRIOR TO COLD PLANE & ADJUST UTILITY COVER TO FINISH GRADE AFTER PLACEMENT OF RHMA SURFACE COURSE.
- ③ NOT USED.
- ④ ADJUST UTILITY COVER TO FINISHED GRADE AFTER PLACEMENT OF RHMA SURFACE COURSE.
- ⑤ REMOVE SPEED HUMP PRIOR TO PERFORMING KEYCUTS. CONSTRUCT NEW SPEED HUMP PER CITY OF OAKLEY STANDARD PLAN NO. C-09, "SPEED HUMP", AFTER PLACEMENT OF RHMA SURFACE COURSE.

BORING LOG

DEPTH MEASURED AT LOCATIONS SHOWN ON PLAN

NO.	HMA	PAVING FABRIC
C8	2-1/2"	NO
C9	1-3/4"	NO
C10	2-1/4"	NO
C11	2-1/2"	NO
C12	2"	NO
C13	1-3/4"	NO
C14	2-1/4"	NO
C15	1-3/4"	NO
C16	2-1/4"	NO
C17	2"	NO
C18	2-1/2"	NO

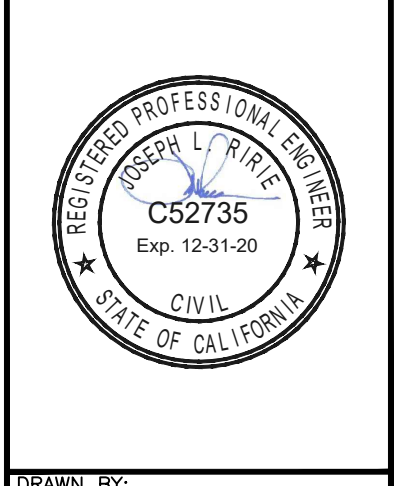
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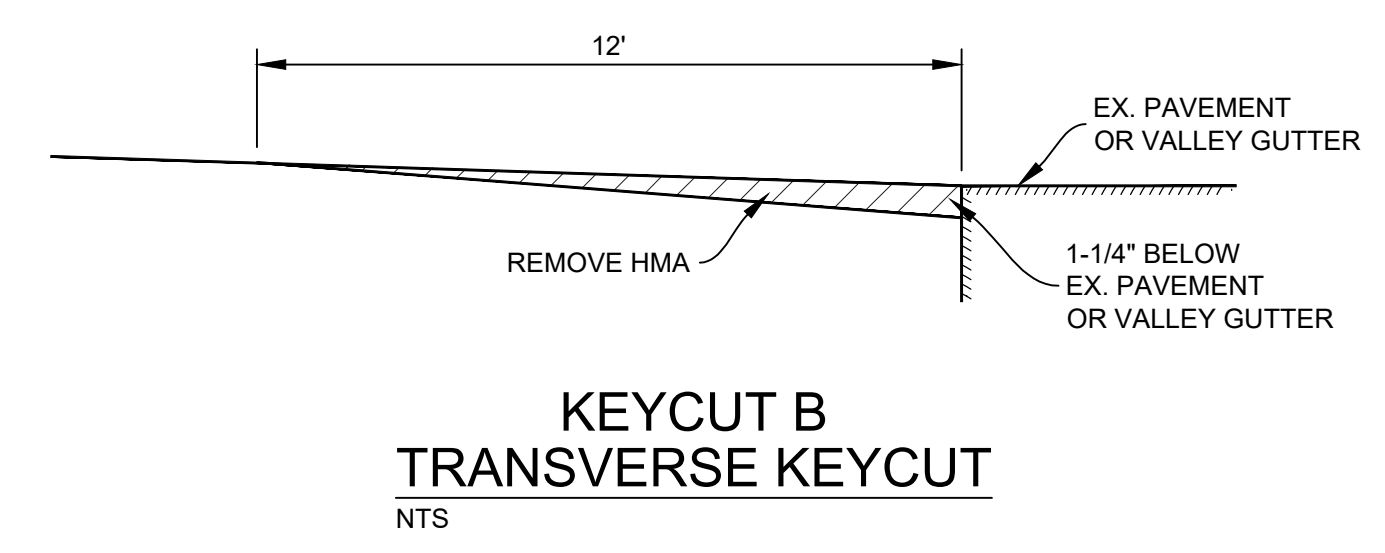
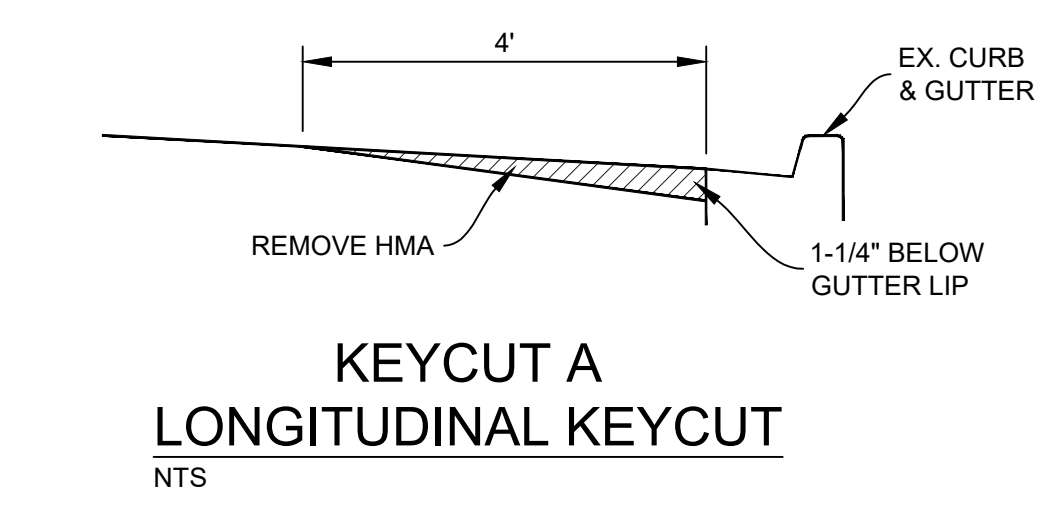
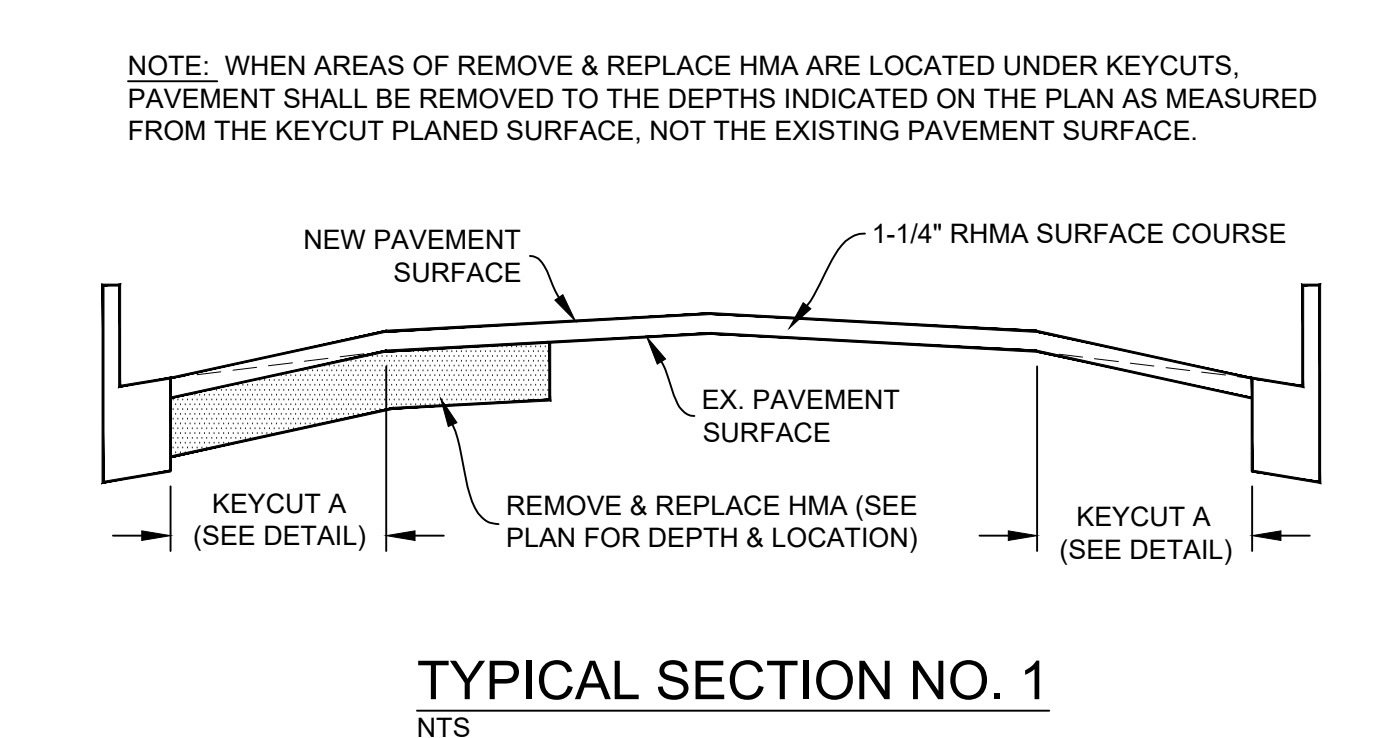
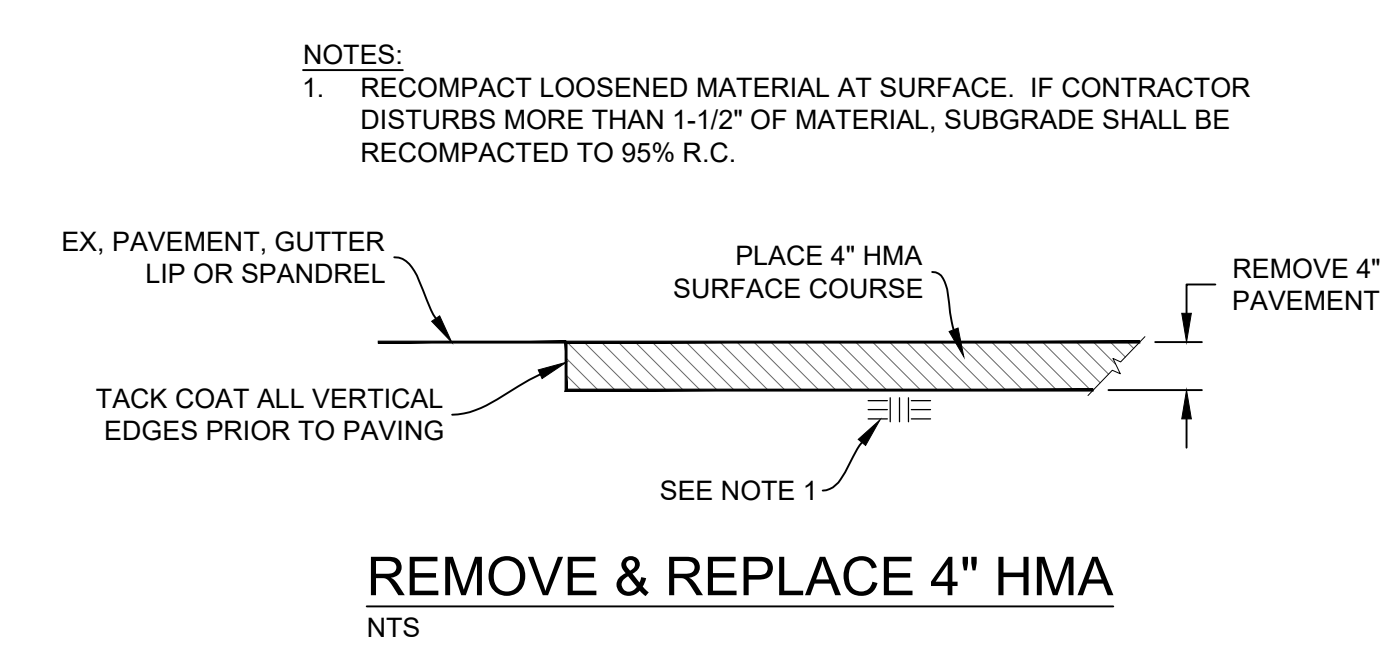
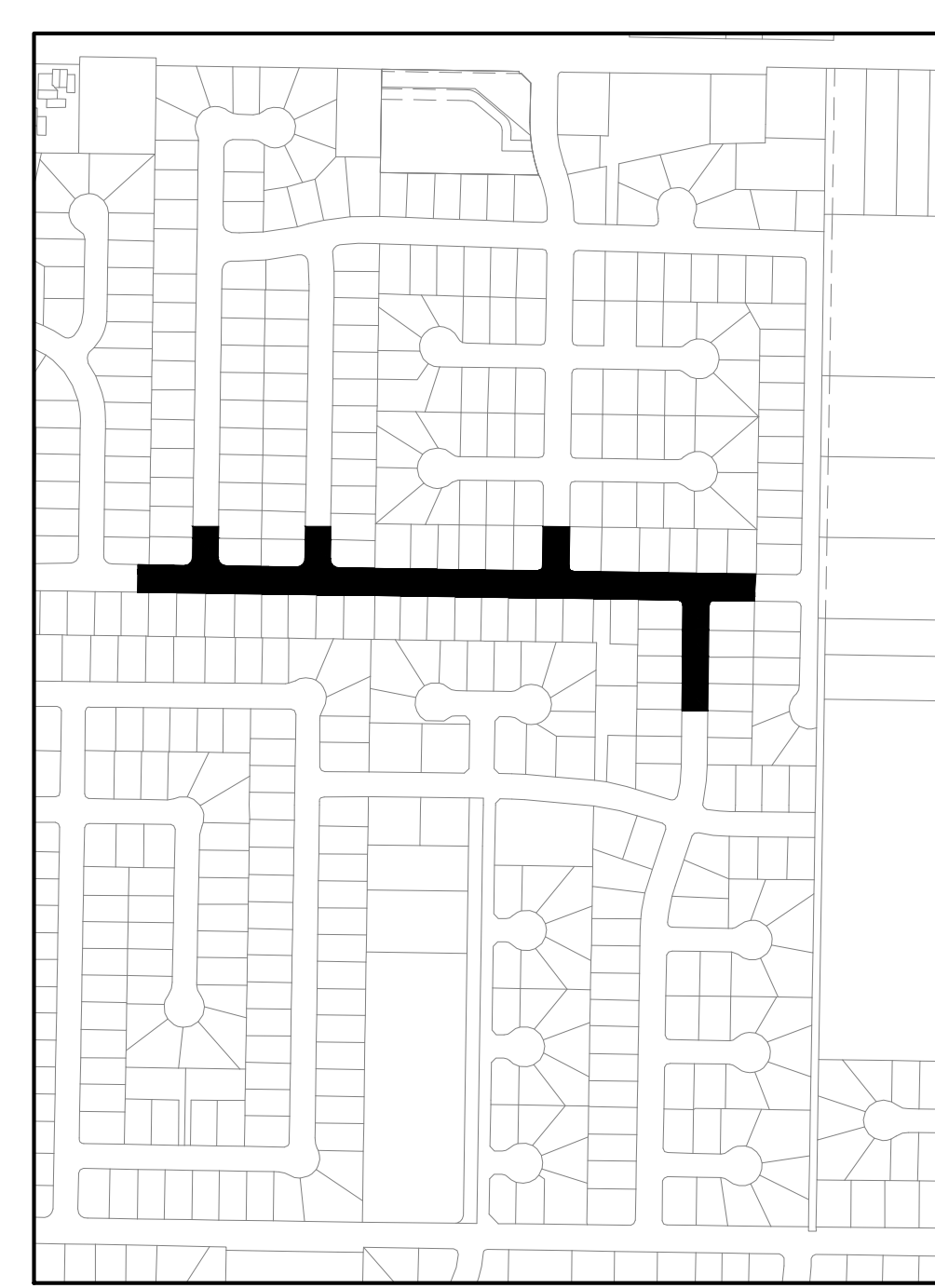
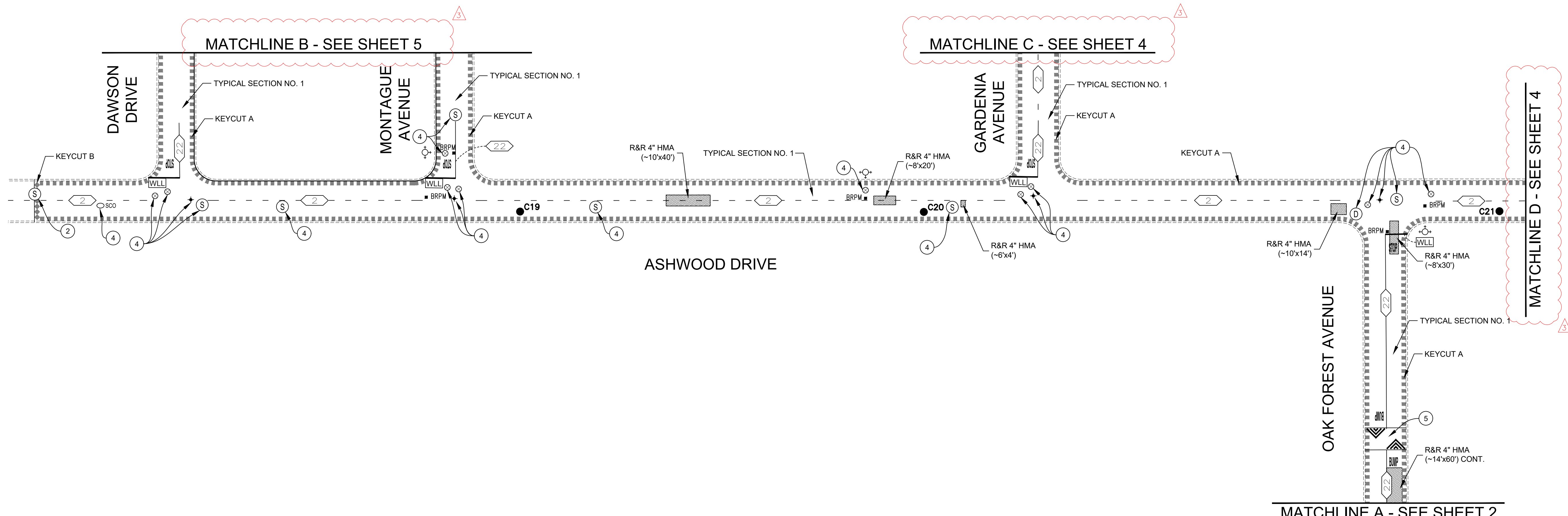
3	2/19/20																		
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CITY OF OAKLEY
FY 2019-20 STREET REPAIR & RESURFACING PROJECT CIP 237
AREA A
BASE BID



DRAWN BY: **AB, SH, EN**
 PROJECT NUMBER: **190213**
 SCALE: **AS SHOWN**
 DATE: **DECEMBER 2019**
 SHEET NUMBER:



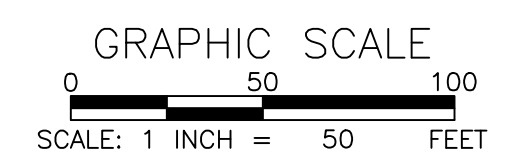
CONSTRUCTION NOTES:

- 1 NOT USED.
- 2 LOWER UTILITY COVER PRIOR TO COLD PLANE & ADJUST UTILITY COVER TO FINISH GRADE AFTER PLACEMENT OF RHMA SURFACE COURSE.
- 3 NOT USED.
- 4 ADJUST UTILITY COVER TO FINISHED GRADE AFTER PLACEMENT OF RHMA SURFACE COURSE.
- 5 REMOVE SPEED HUMP PRIOR TO PERFORMING KEYCUTS. CONSTRUCT NEW SPEED HUMP PER CITY OF OAKLEY STANDARD PLAN NO. C-09, "SPEED HUMP", AFTER PLACEMENT OF RHMA SURFACE COURSE.

BORING LOG
DEPTH MEASURED AT LOCATIONS SHOWN ON PLAN

NO.	HMA	PAVING FABRIC
C19	2-1/2"	NO
C20	2-1/4"	NO
C21	2-1/2"	NO

NOTE: CORING DATA IS FOR INFORMATION ONLY. EXISTING SECTION MAY VARY FROM SECTION(S) FOUND AT CORING LOCATION(S). FABRIC MAY BE PRESENT IN SECTION(S) EVEN IF NOT FOUND AT CORING LOCATION(S).



REV.	DATE	DESCRIPTION	APP.
3	2/19/20		

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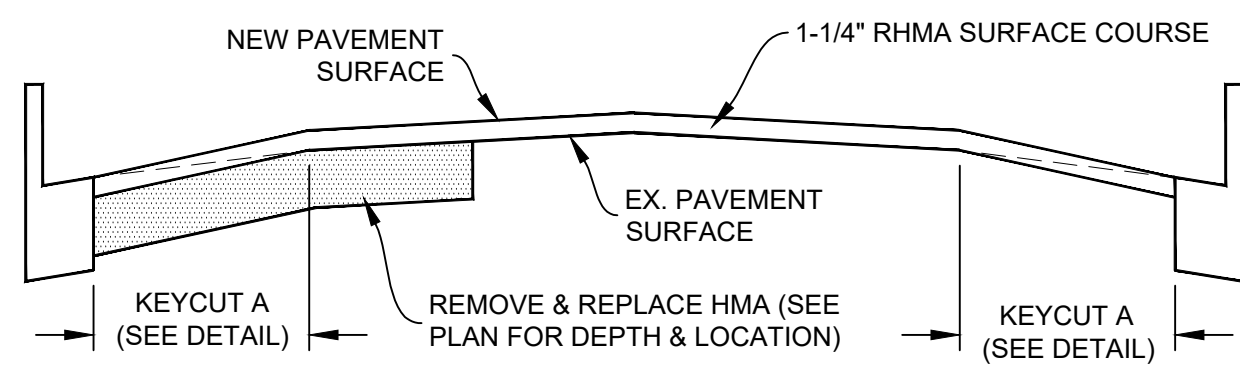
CITY OF OAKLEY
FY 2019-20 STREET REPAIR & RESURFACING PROJECT CIP 237
AREA A
BASE BID



DRAWN BY: AB, SH, EN
PROJECT NUMBER: 190213
SCALE: AS SHOWN
DATE: DECEMBER 2019
SHEET NUMBER:

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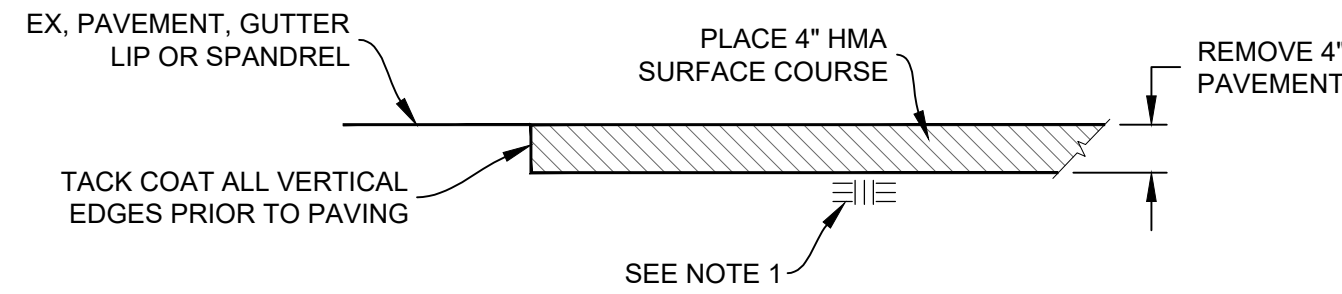
NOTE: WHEN AREAS OF REMOVE & REPLACE HMA ARE LOCATED UNDER KEYCUTS, PAVEMENT SHALL BE REMOVED TO THE DEPTHS INDICATED ON THE PLAN AS MEASURED FROM THE KEYCUT PLANNED SURFACE, NOT THE EXISTING PAVEMENT SURFACE.



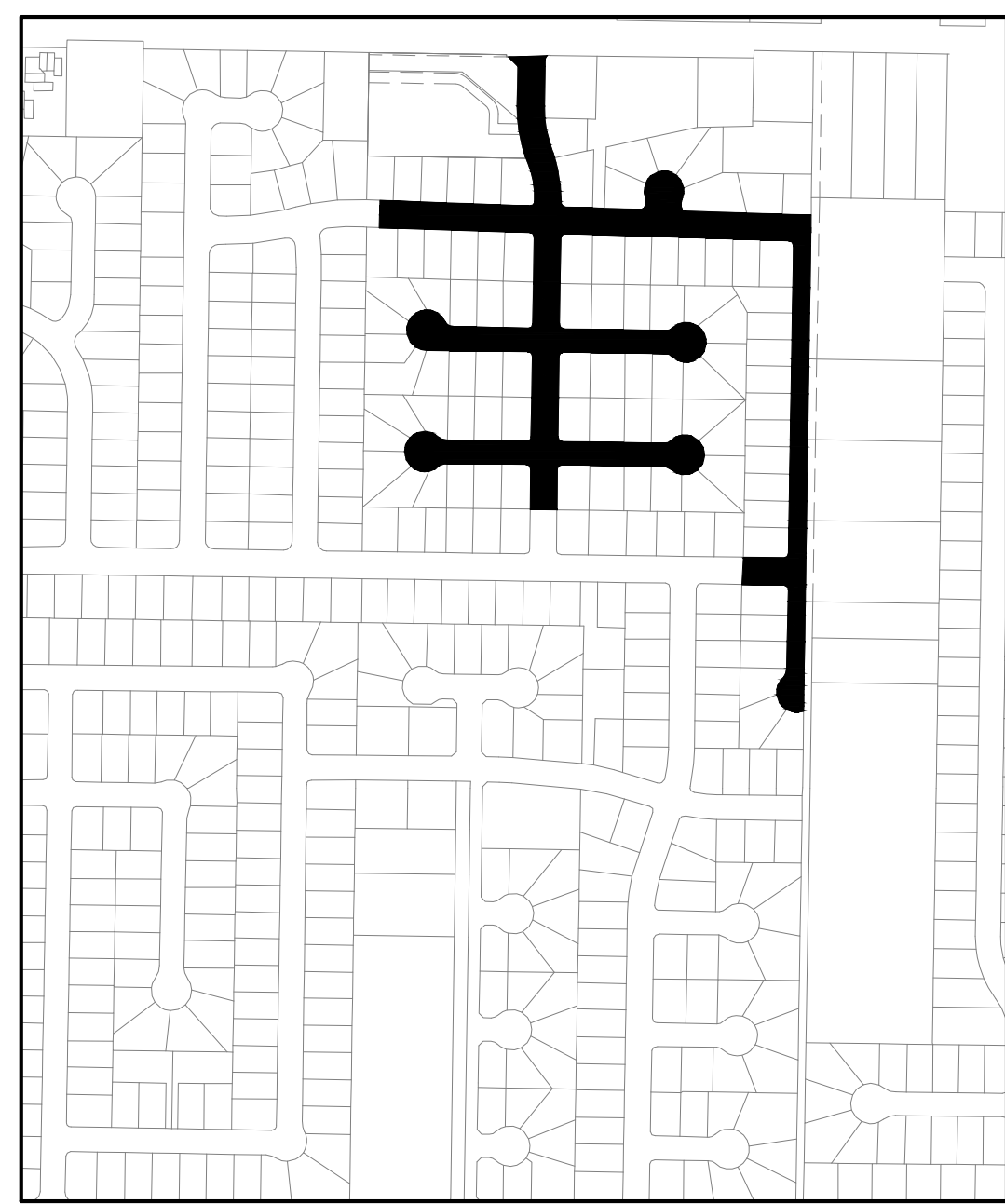
TYPICAL SECTION NO. 1
NTS

NOTES:

1. RECOMPACT LOOSENED MATERIAL AT SURFACE. IF CONTRACTOR DISTURBS MORE THAN 1-1/2" OF MATERIAL, SUBGRADE SHALL BE RECOMPACTED TO 95% R.C.



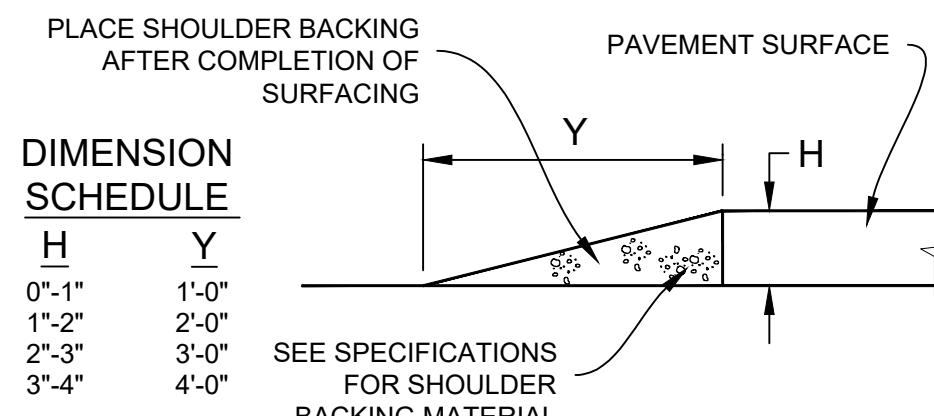
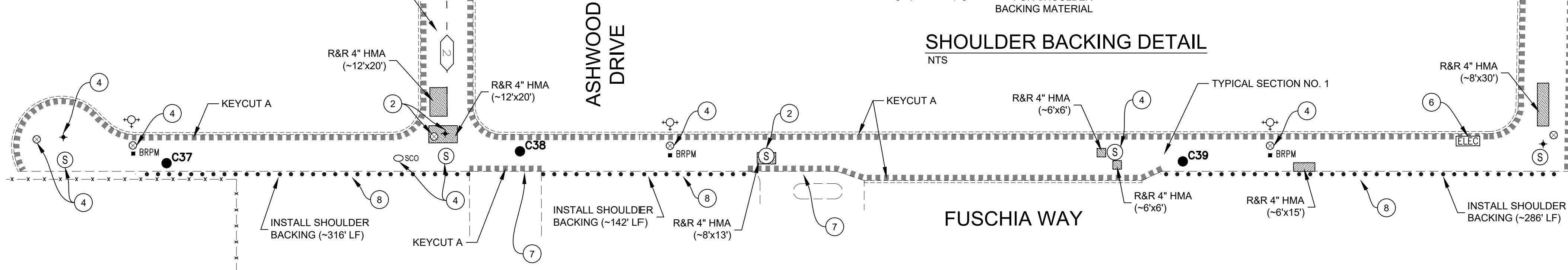
REMOVE & REPLACE 4" HMA
NTS



KEY MAP
NTS

MATCHLINE D - SEE SHEET 3

TYPICAL SECTION NO. 1



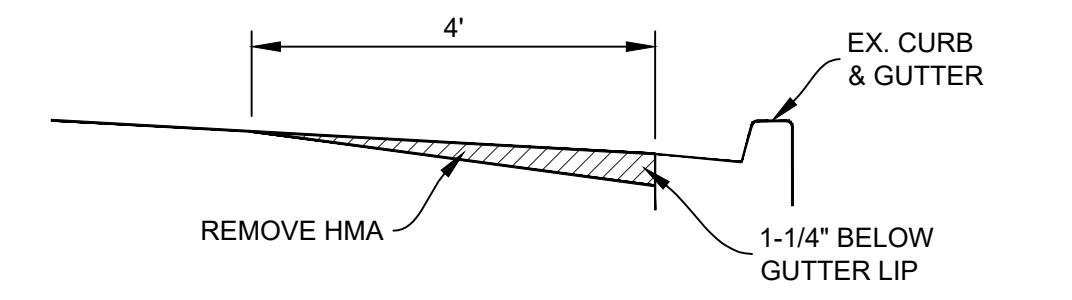
SHOULDER BACKING DETAIL
NTS

DIMENSION SCHEDULE

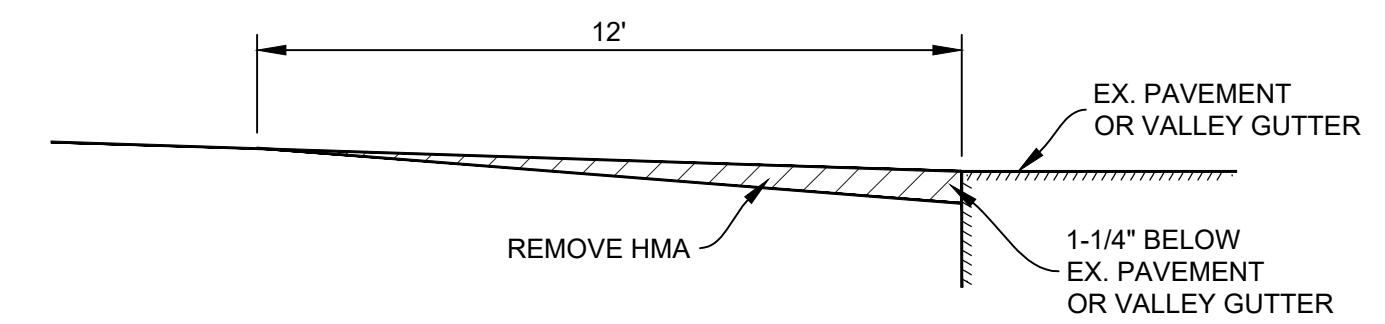
H	Y
0'-1"	1'-0"
1'-2"	2'-0"
2'-3"	3'-0"
3'-4"	4'-0"

CONSTRUCTION NOTES:

- 1 NOT USED.
- 2 LOWER UTILITY COVER PRIOR TO COLD PLANE & ADJUST UTILITY COVER TO FINISH GRADE AFTER PLACEMENT OF RHMA SURFACE COURSE.
- 3 NOT USED.
- 4 ADJUST UTILITY COVER TO FINISHED GRADE AFTER PLACEMENT OF RHMA SURFACE COURSE.
- 5 NOT USED.
- 6 PROTECT IN PLACE ELECTRICAL BOX COVER DURING COLD PLANE OPERATION & ADJUST TO FINISH GRADE AFTER PLACEMENT OF RHMA SURFACE COURSE. COORDINATE WORK WITH CITY ENGINEER PRIOR TO MOBILIZATION.
- 7 PROTECT IN PLACE EX. PRIVATE IMPROVEMENTS. COORDINATE LIMIT OF WORK WITH CITY ENGINEER.
- 8 MAINTAIN EXISTING DRAINAGE PATTERNS.



KEYCUT A
LONGITUDINAL KEYCUT
NTS



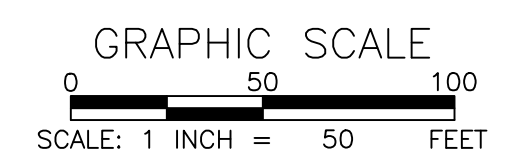
KEYCUT B
TRANSVERSE KEYCUT
NTS

BORING LOG

DEPTH MEASURED AT LOCATIONS SHOWN ON PLAN

NO.	HMA	PAVING FABRIC	NO.	HMA	PAVING FABRIC	NO.	HMA	PAVING FABRIC
C22	2-1/4"	NO	C28	2"	NO	C34	2-1/2"	NO
C23	2-3/4"	NO	C29	2"	NO	C35	2"	NO
C24	2-3/4"	NO	C30	1-3/4"	NO	C36	3"	NO
C25	2"	NO	C31	1-3/4"	NO	C37	2-1/2"	NO
C26	1-1/2"	NO	C32	1-3/4"	NO	C38	2-1/2"	NO
C27	1-1/2"	NO	C33	2-1/2"	NO	C39	2-1/4"	NO

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REV	DATE	DESCRIPTION
3	2/19/20	ADDITIONAL NO.3

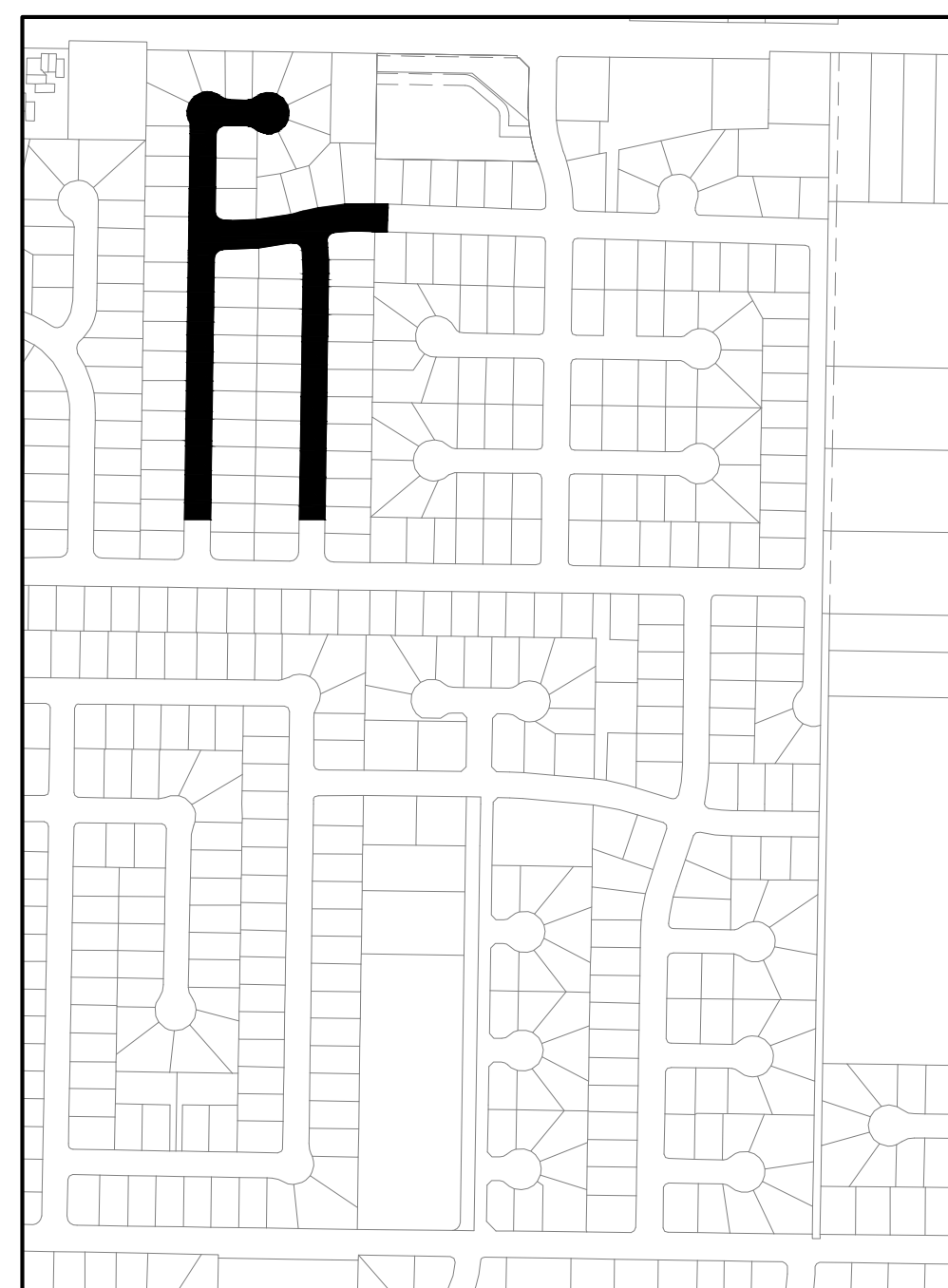
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CITY OF OAKLEY
 FY 2019-20 STREET REPAIR & RESURFACING PROJECT CIP 237
AREA A
BASE BID

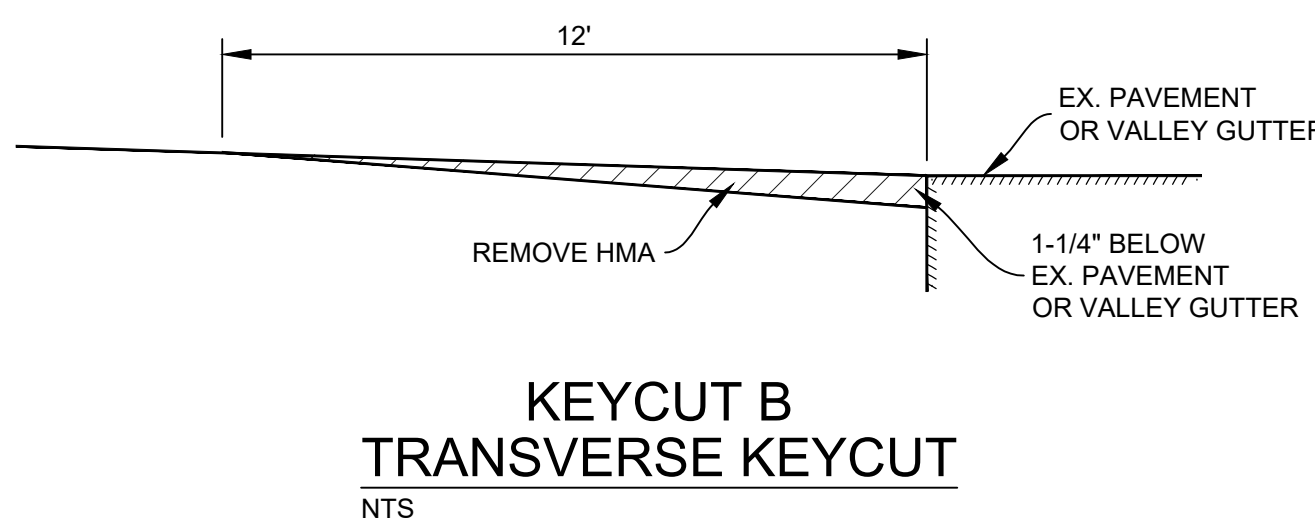
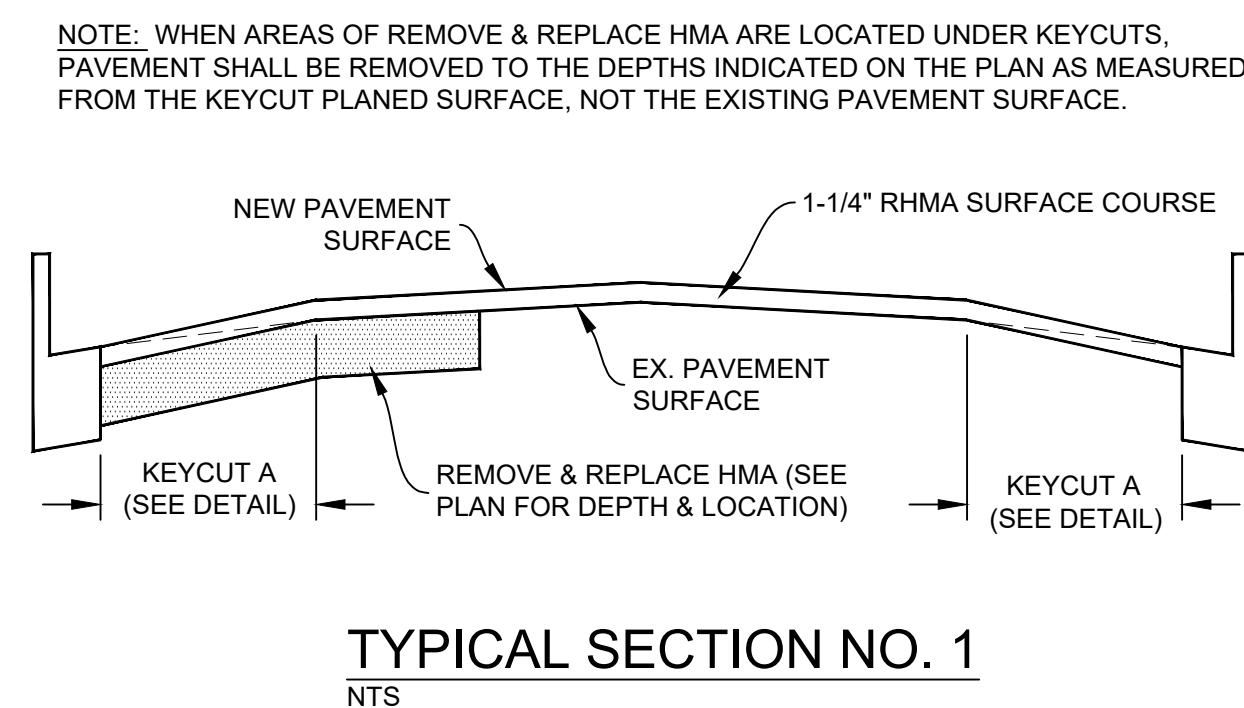
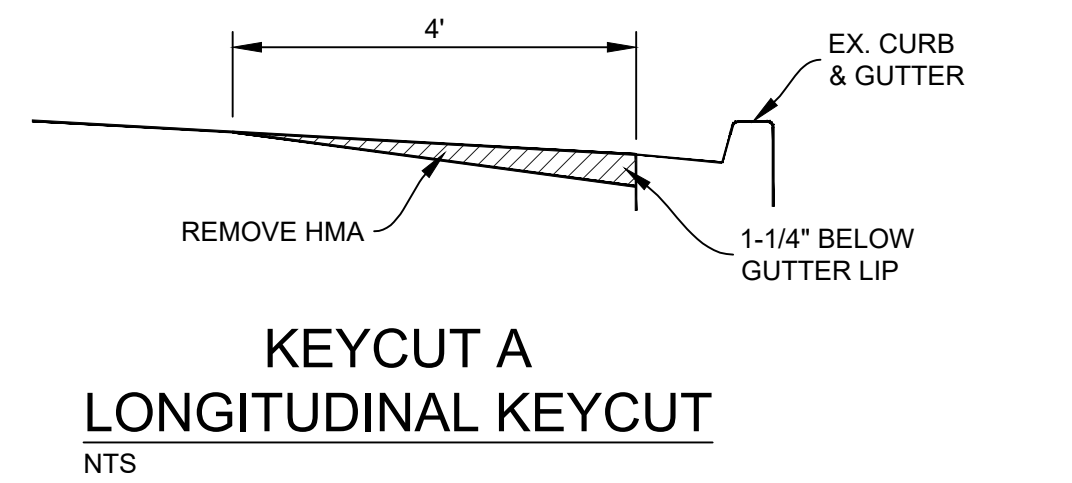
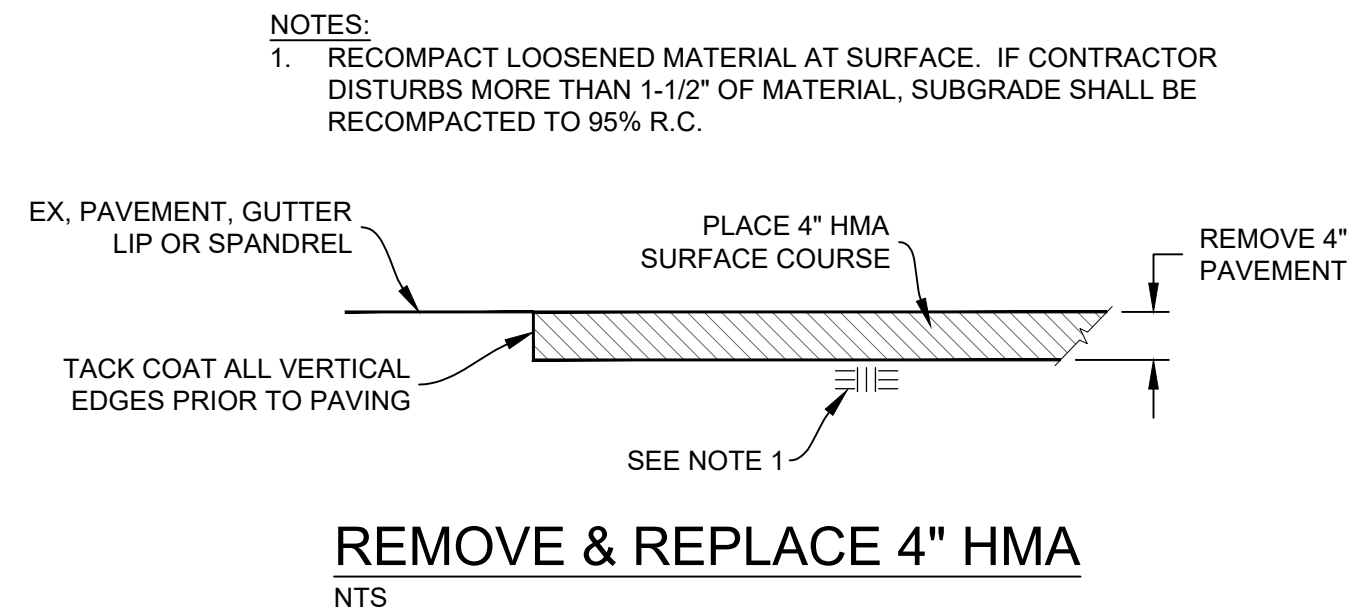
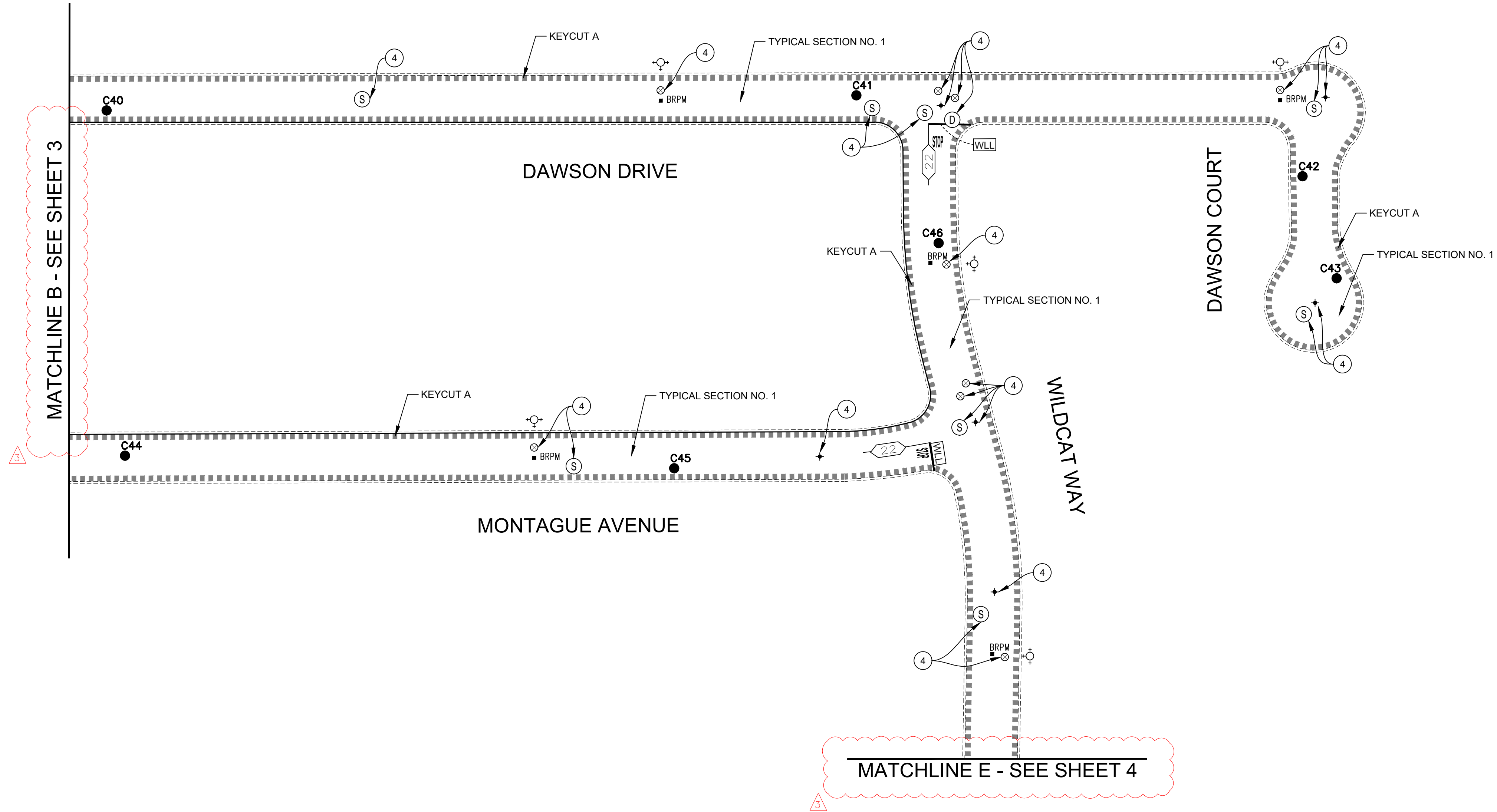
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 PROJECT NUMBER: **190213**
 SCALE: **AS SHOWN**
 DATE: **DECEMBER 2019**
 SHEET NUMBER:

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KEY MAP
NTS



CONSTRUCTION NOTES:

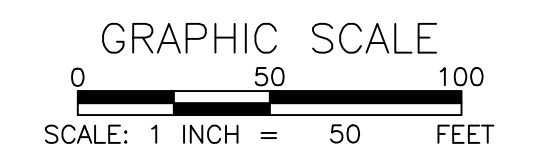
- ① NOT USED.
- ② NOT USED.
- ③ NOT USED.
- ④ ADJUST UTILITY COVER TO FINISHED GRADE AFTER PLACEMENT OF RHMA SURFACE COURSE.

BORING LOG

DEPTH MEASURED AT LOCATIONS SHOWN ON PLAN

NO.	HMA	PAVING FABRIC
C40	2-1/4"	NO
C41	2-1/4"	NO
C42	2-3/4"	NO
C43	2-1/4"	NO
C44	3"	NO
C45	3"	NO
C46	2-1/2"	NO

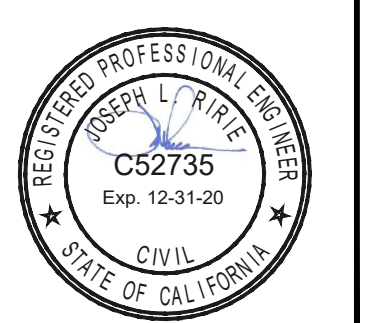
NOTE: CORING DATA IS FOR INFORMATION ONLY. EXISTING SECTION MAY VARY FROM SECTION(S) FOUND AT CORING LOCATION(S). FABRIC MAY BE PRESENT IN SECTION(S) EVEN IF NOT FOUND AT CORING LOCATION(S).



REV	DATE	DESCRIPTION
3	2/19/20	ADDITIONAL NO.3

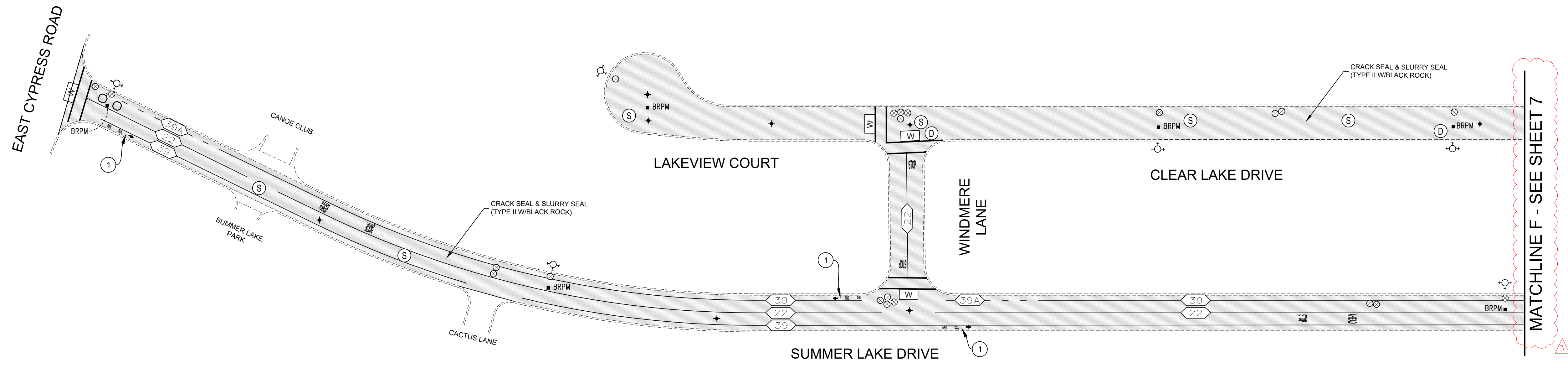
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AREA A
BASE BID



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 SCALE: **AS SHOWN**
 DATE: **DECEMBER 2019**
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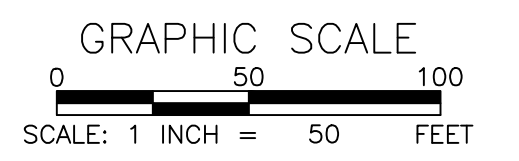
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KEY MAP
NTS

CONSTRUCTION NOTES:

- 1 INSTALL PAVEMENT MARKING "BIKE", "LANE" & "BIKE LANE ARROW" LEGENDS.



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 PROJECT NUMBER: 190213
 SCALE: AS SHOWN
 DATE: DECEMBER 2019
 SHEET NUMBER:

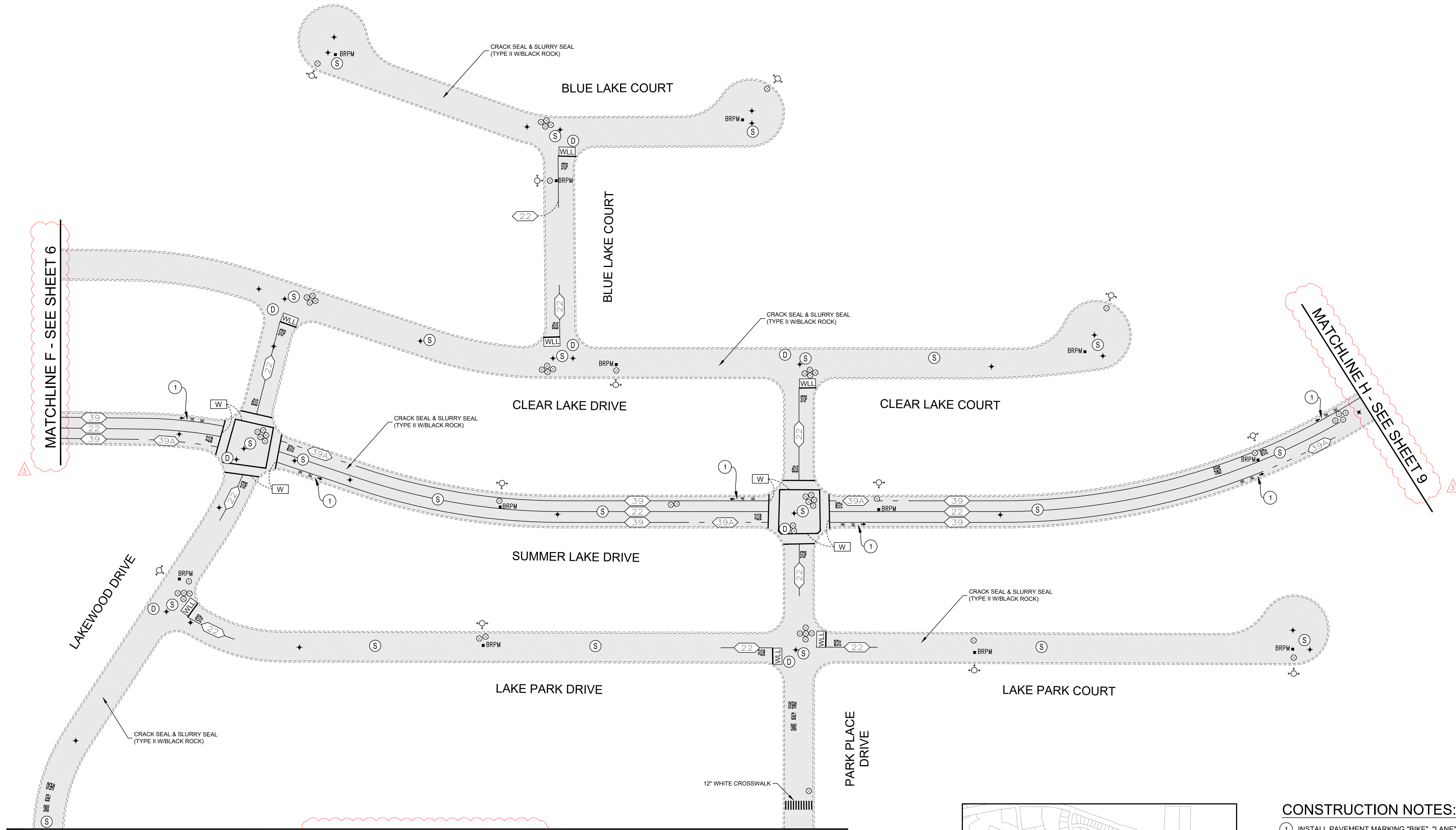
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AREA B
ALTERNATE 1

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REV	DATE	DESCRIPTION	APP
3	2/19/20		
APPENDIX NO.3			
			N/A

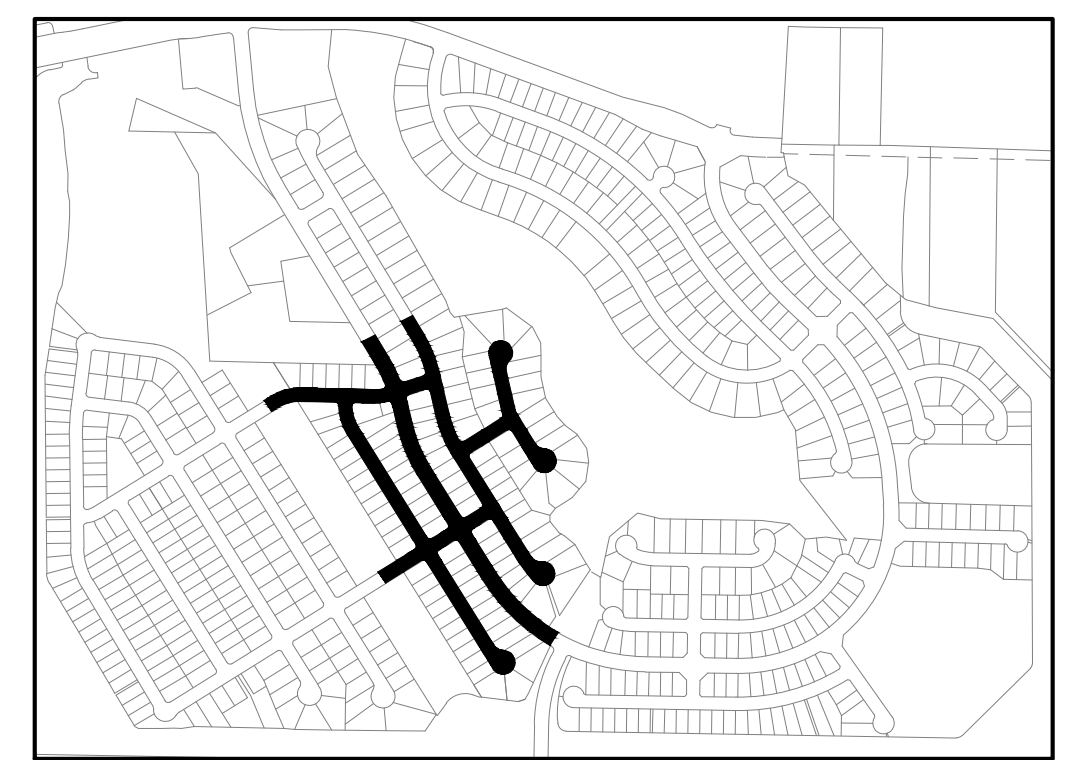
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MATCHLINE F - SEE SHEET 6

MATCHLINE H - SEE SHEET 9

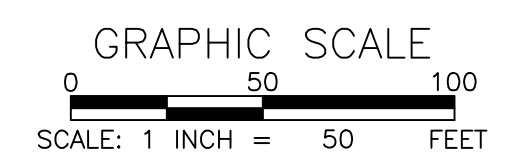
MATCHLINE G - SEE SHEET 8



KEY MAP
NTS

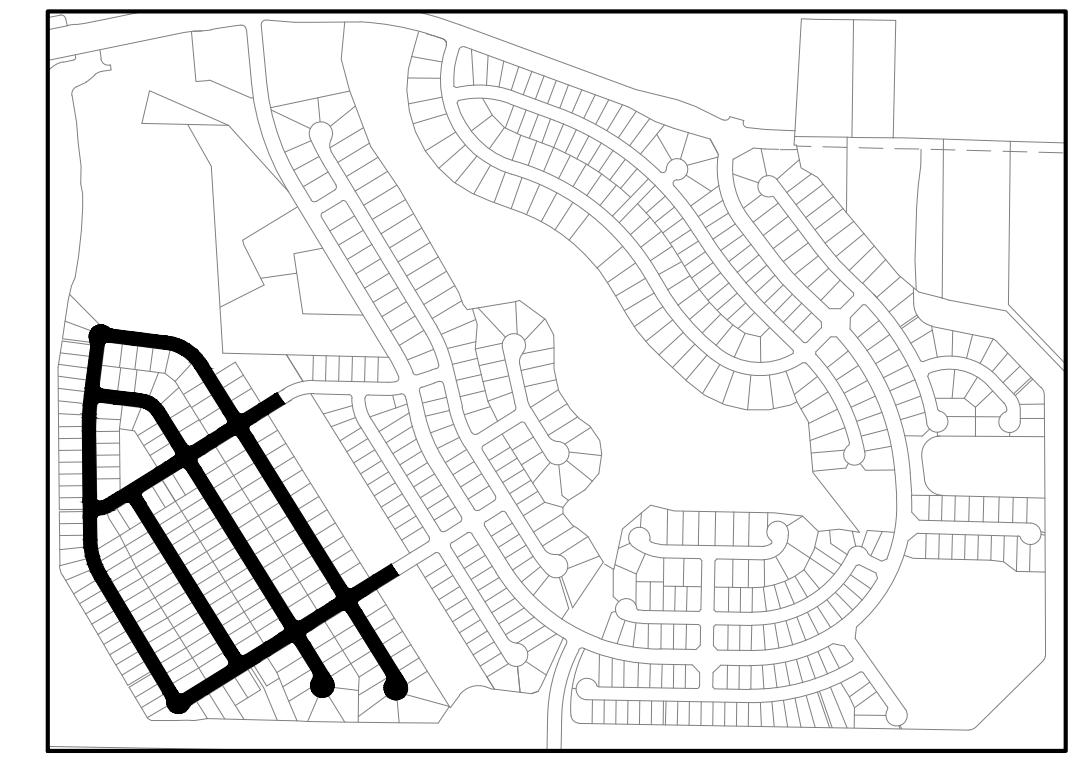
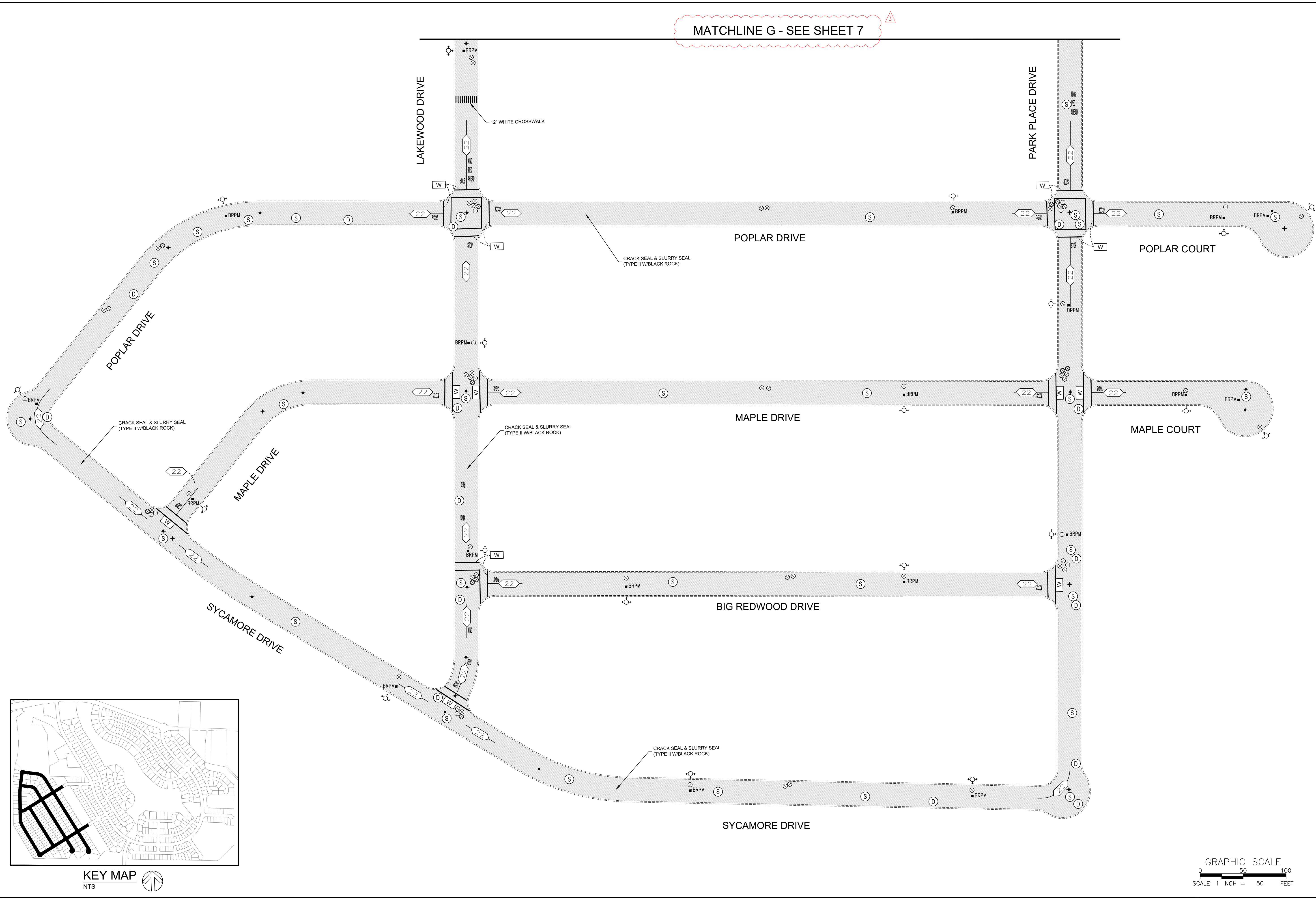
CONSTRUCTION NOTES:

- 1 INSTALL PAVEMENT MARKING "BIKE", "LANE" & "BIKE LANE ARROW" LEGENDS.

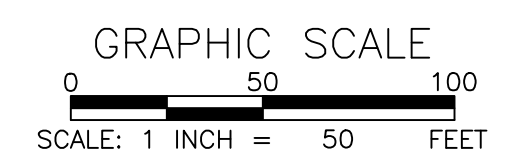


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CITY OF OAKLEY FY 2019-20 STREET REPAIR & RESURFACING PROJECT CIP 237 AREA B ALTERNATE 1		N/A
		DRAWN BY: AB, SH, EN PROJECT NUMBER: 190213 SCALE: AS SHOWN DATE: DECEMBER 2019 SHEET NUMBER: 7 of 14

MATCHLINE G - SEE SHEET 7



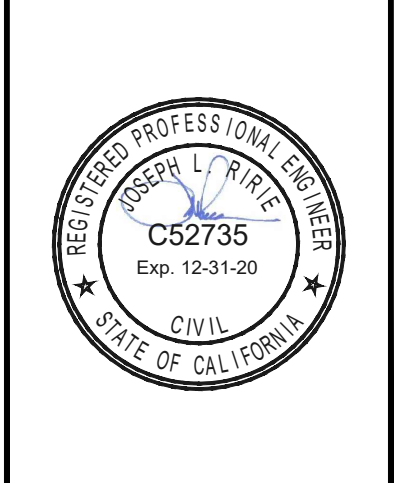
KEY MAP
NTS



REV	DATE	DESCRIPTION	APP
3	2/19/20	ADDED LAM NO.3	N/A

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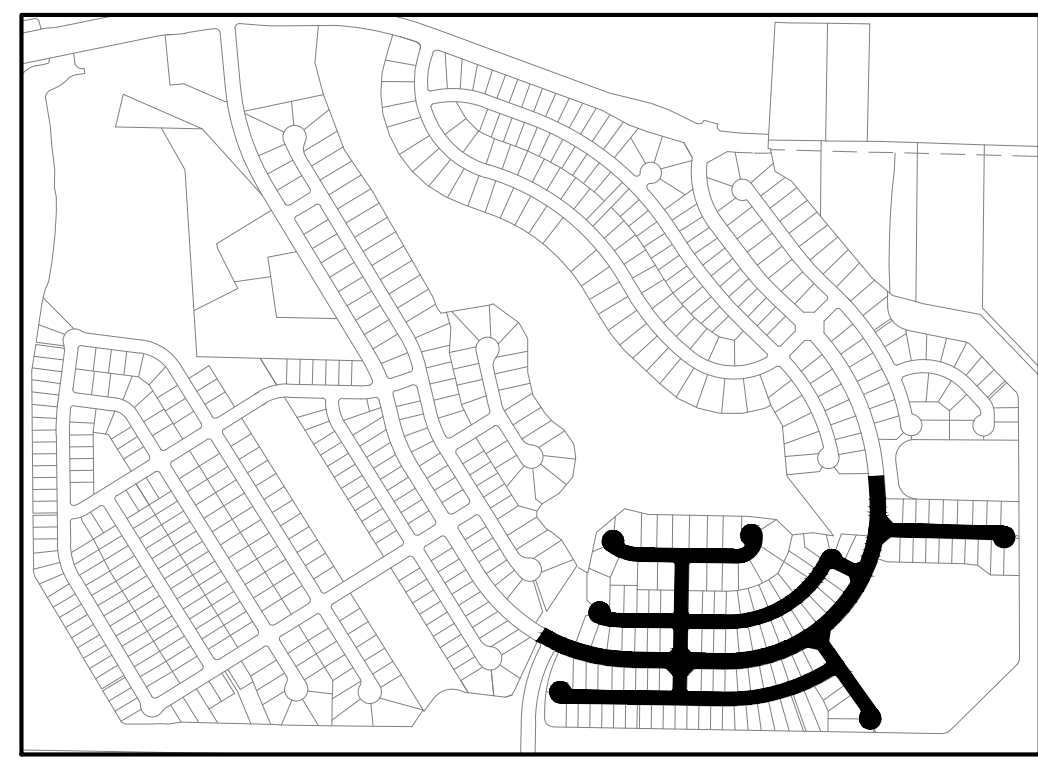
CITY OF OAKLEY
 FY 2019-20 STREET REPAIR & RESURFACING PROJECT CIP 237
AREA B
ALTERNATE 1



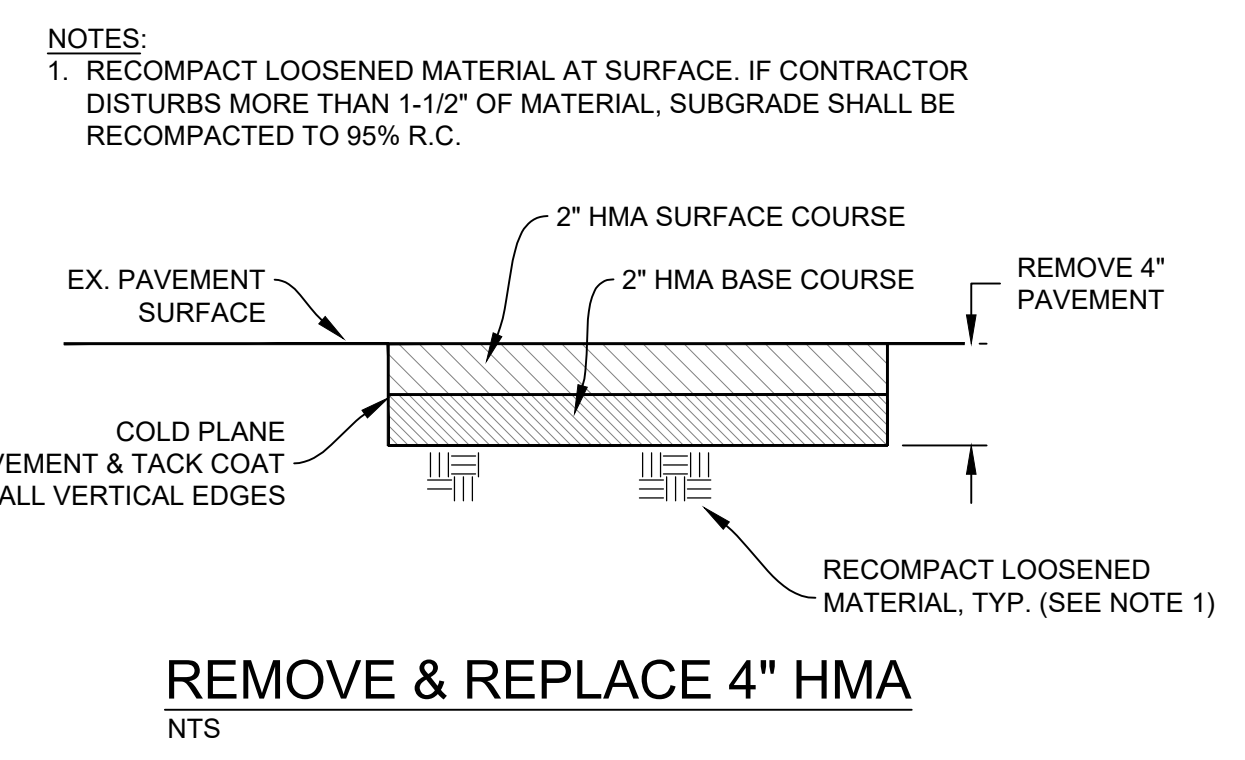
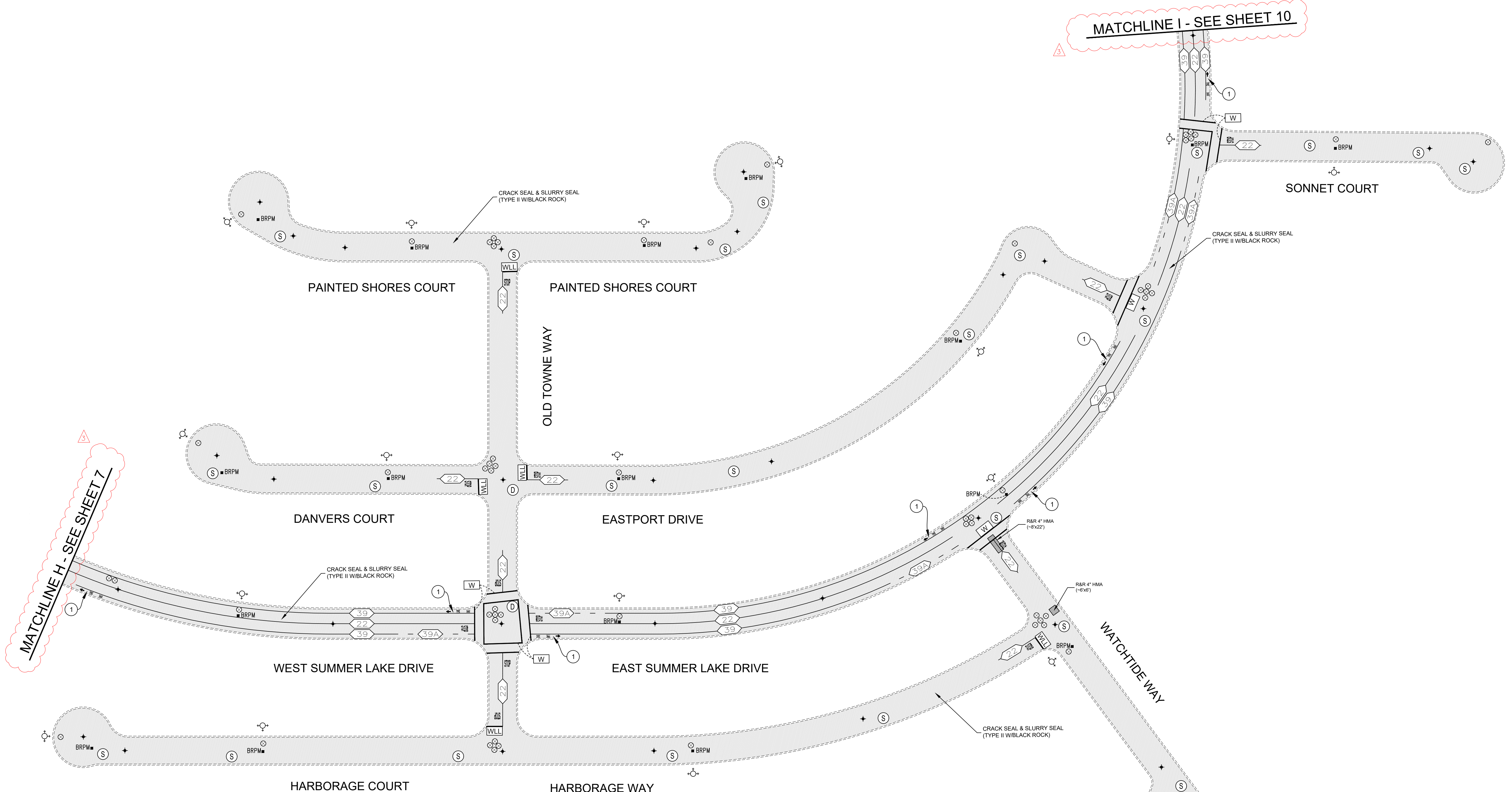
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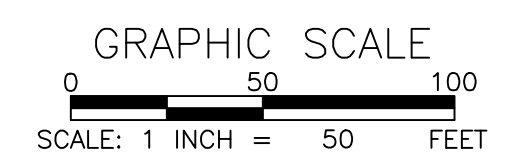
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KEY MAP
NTS



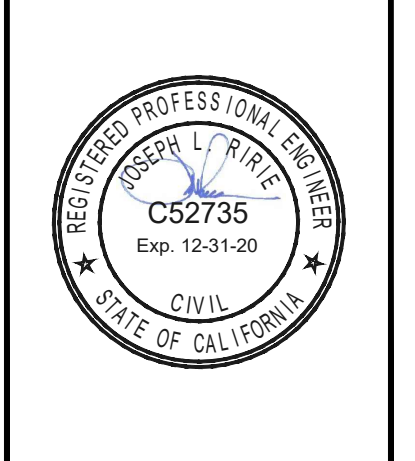
CONSTRUCTION NOTES:
① INSTALL PAVEMENT MARKING "BIKE", "LANE" & "BIKE LANE ARROW" LEGENDS.



REV	DATE	DESCRIPTION	APP
3	2/19/20	ADDITIONAL NO.3	N/A

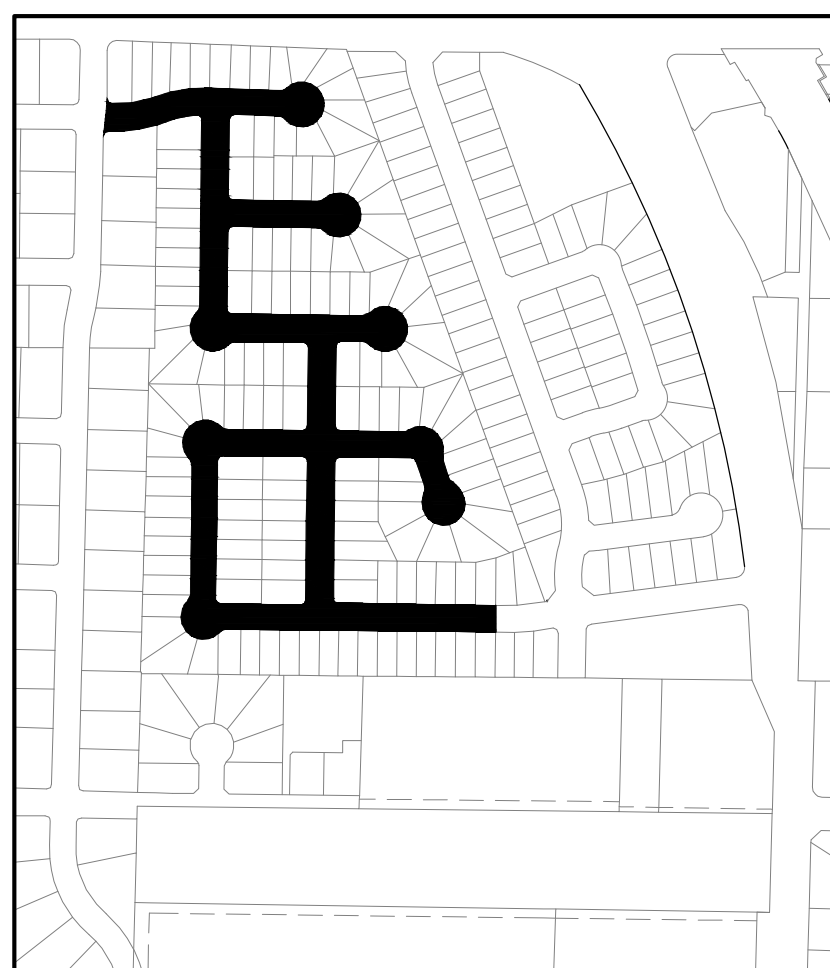
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AREA B
ALTERNATE 1



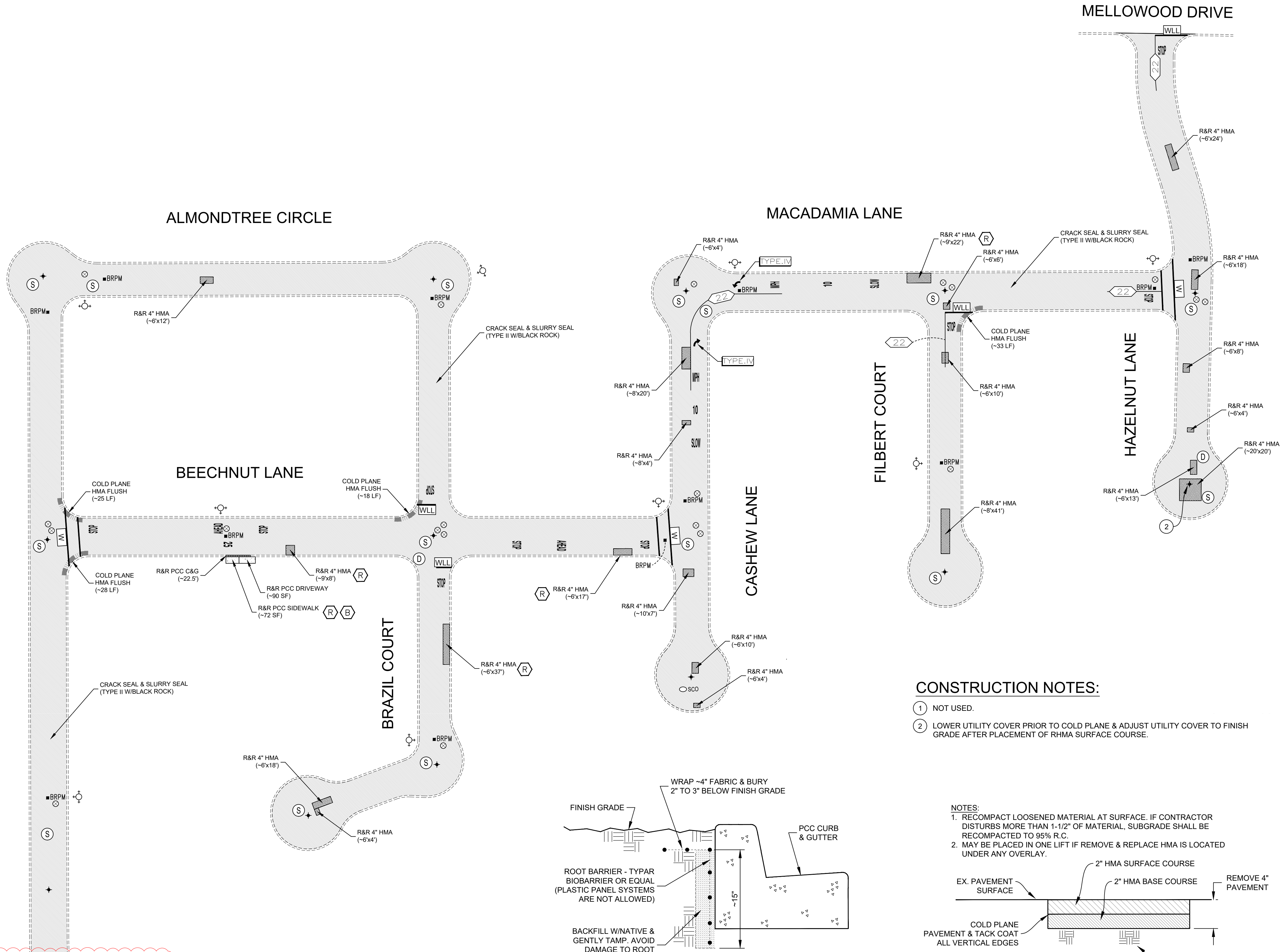
DRAWN BY: **AB, SH, EN**
PROJECT NUMBER: **190213**
SCALE: **AS SHOWN**
DATE: **DECEMBER 2019**
SHEET NUMBER:

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KEY MAP
NTS

ALMONDTREE LANE

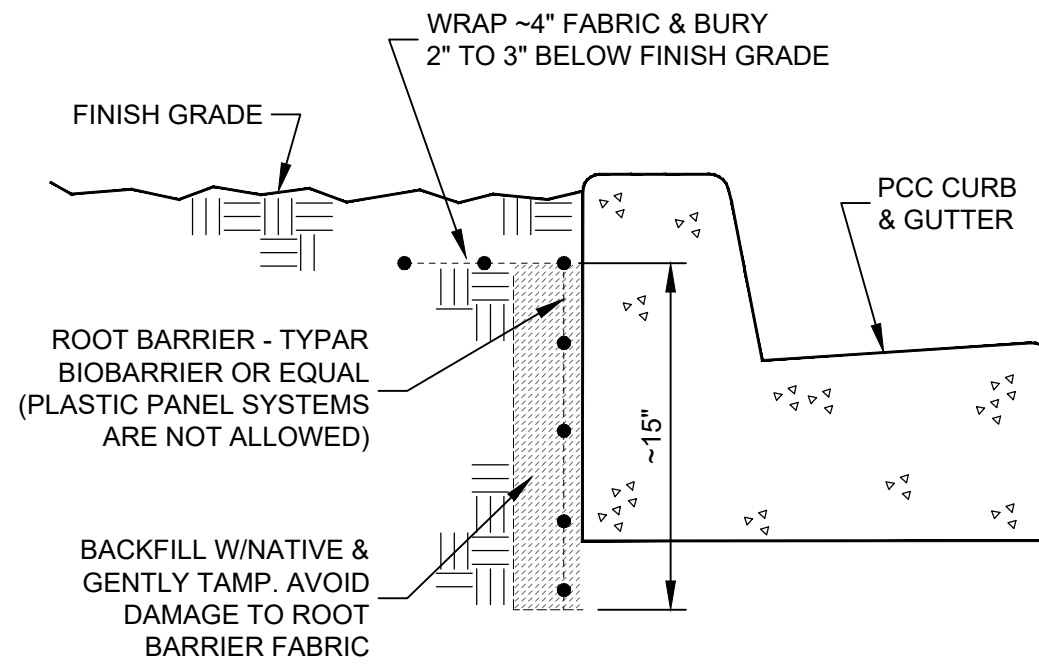


MATCHLINE K - SEE SHEET 13

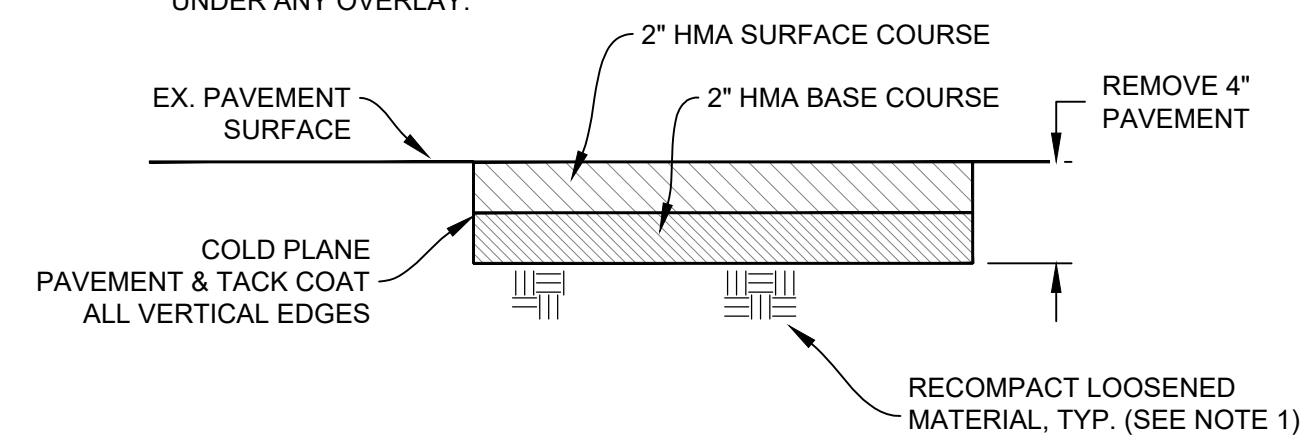
CONSTRUCTION NOTES:

- 1 NOT USED.
- 2 LOWER UTILITY COVER PRIOR TO COLD PLANE & ADJUST UTILITY COVER TO FINISH GRADE AFTER PLACEMENT OF RHMA SURFACE COURSE.

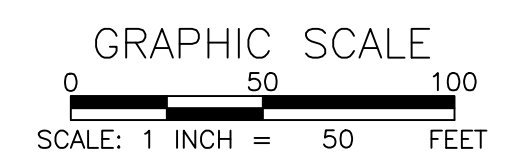
- NOTES:
- 1. RECOMPACT LOOSENED MATERIAL AT SURFACE. IF CONTRACTOR DISTURBS MORE THAN 1-1/2" OF MATERIAL, SUBGRADE SHALL BE RECOMPACTED TO 95% R.C.
 - 2. MAY BE PLACED IN ONE LIFT IF REMOVE & REPLACE HMA IS LOCATED UNDER ANY OVERLAY.



ROOT BARRIER INSTALLATION
NTS



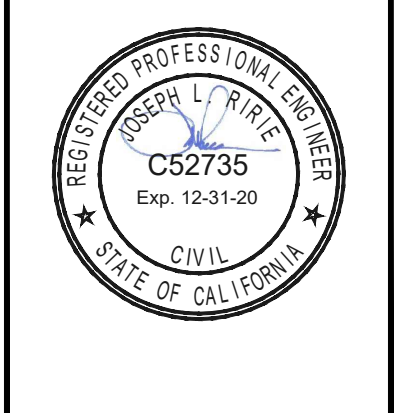
REMOVE & REPLACE 4\"/>



REV	DATE	DESCRIPTION
3	2/19/20	ADDED ILM NO.3

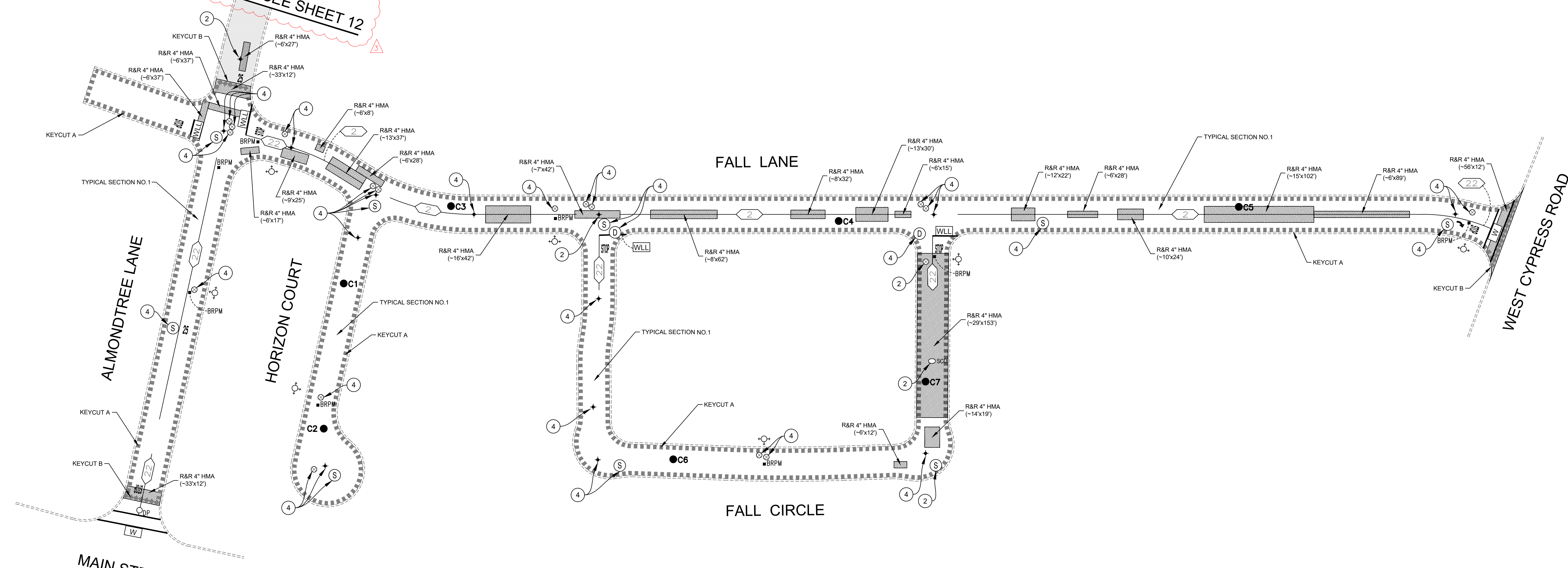
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AREA C
ALTERNATE 2

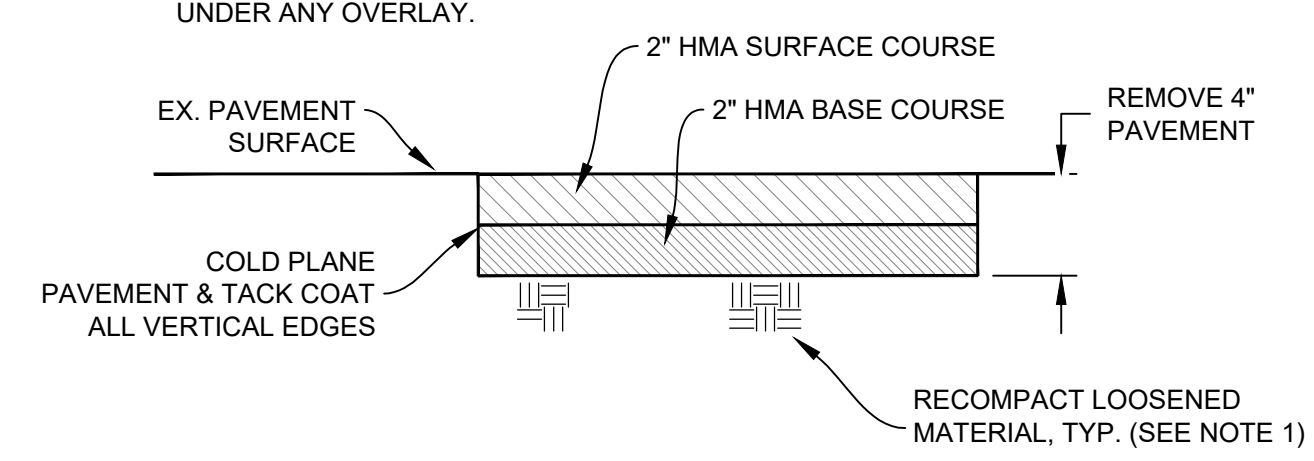


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 SHEET NUMBER:

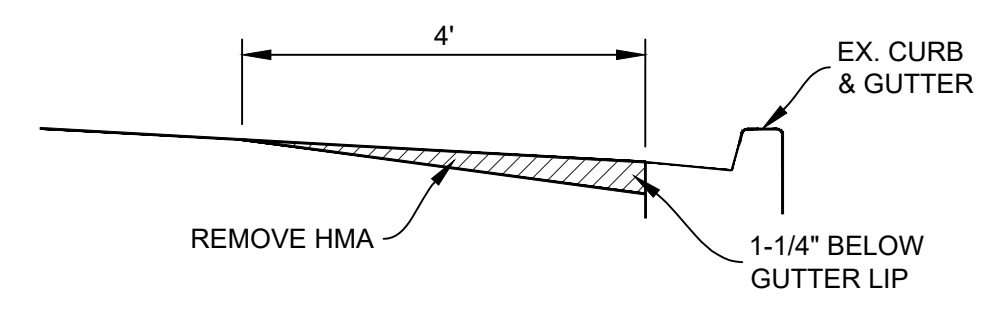
MATCHLINE K - SEE SHEET 12



NOTES:
 1. RECOMPACT LOOSENED MATERIAL AT SURFACE. IF CONTRACTOR DISTURBS MORE THAN 1-1/2" OF MATERIAL, SUBGRADE SHALL BE RECOMPACTED TO 95% R.C.
 2. MAY BE PLACED IN ONE LIFT IF REMOVE & REPLACE HMA IS LOCATED UNDER ANY OVERLAY.

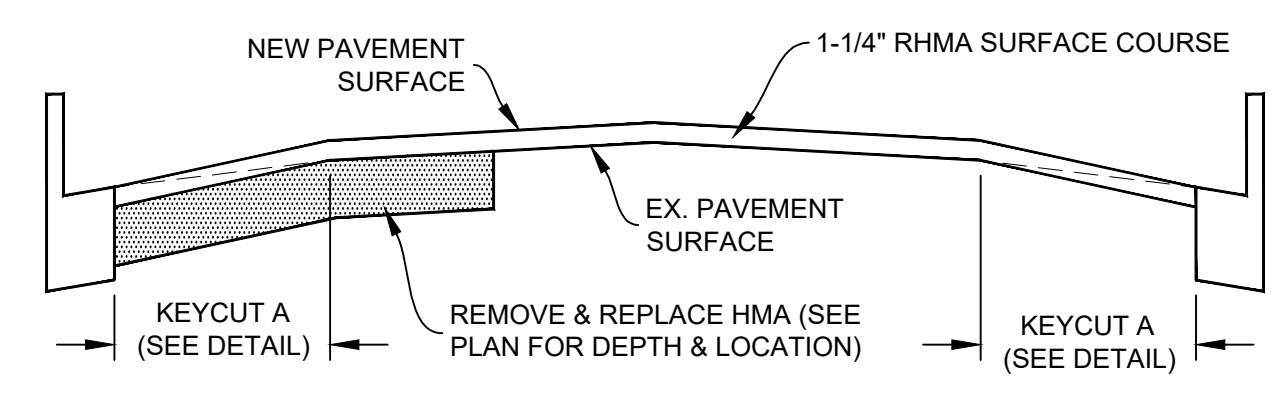


REMOVE & REPLACE 4" HMA
NTS

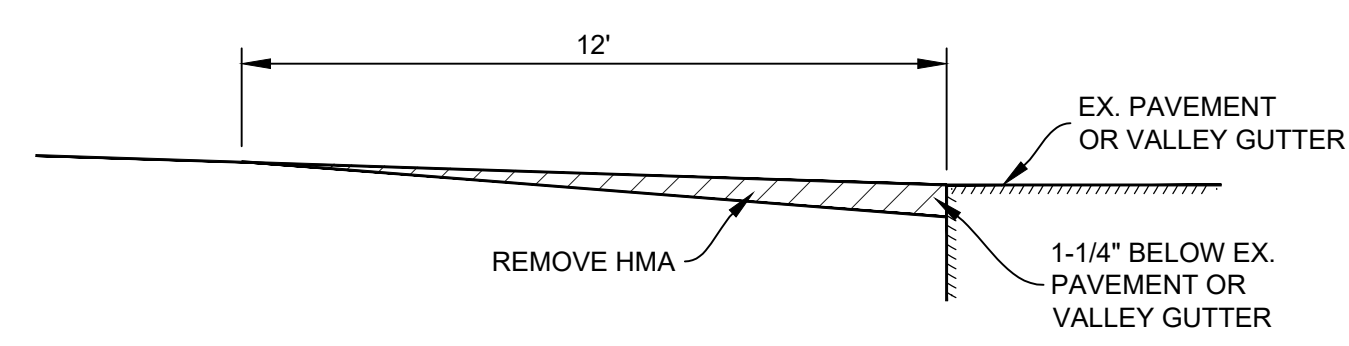


KEYCUT A LONGITUDINAL KEYCUT
NTS

NOTE: WHEN AREAS OF REMOVE & REPLACE HMA ARE LOCATED UNDER KEYCUTS, PAVEMENT SHALL BE REMOVED TO THE DEPTHS INDICATED ON THE PLAN AS MEASURED FROM THE COLD PLANED SURFACE, NOT THE EXISTING PAVEMENT SURFACE.



TYPICAL SECTION NO. 1
NTS



KEYCUT B TRANSVERSE KEYCUT
NTS

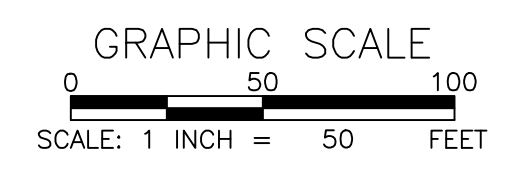
BORING LOG
DEPTH MEASURED AT LOCATIONS SHOWN ON PLAN

NO.	HMA	PAVING FABRIC
C1	1-3/4"	NO
C2	2-1/4"	NO
C3	2-3/4"	NO
C4	2-3/4"	NO
C5	2-1/2"	NO
C6	2-1/4"	NO
C7	2-1/4"	NO

NOTE: CORING DATA IS FOR INFORMATION ONLY. EXISTING SECTION MAY VARY FROM SECTION(S) FOUND AT CORING LOCATION(S). FABRIC MAY BE PRESENT IN SECTION(S) EVEN IF NOT FOUND AT CORING LOCATION(S).

CONSTRUCTION NOTES:

- 1 NOT USED.
- 2 LOWER UTILITY COVER PRIOR TO COLD PLANE & ADJUST UTILITY COVER TO FINISH GRADE AFTER PLACEMENT OF RHMA SURFACE COURSE.
- 3 NOT USED.
- 4 ADJUST UTILITY COVER TO FINISHED GRADE AFTER PLACEMENT OF RHMA SURFACE COURSE.



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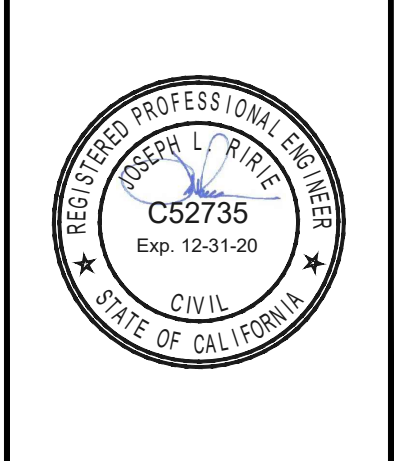


KEY MAP
NTS

REV	DATE	DESCRIPTION	APP
3	2/19/20	ADDED ILLUM NO.3	N/A

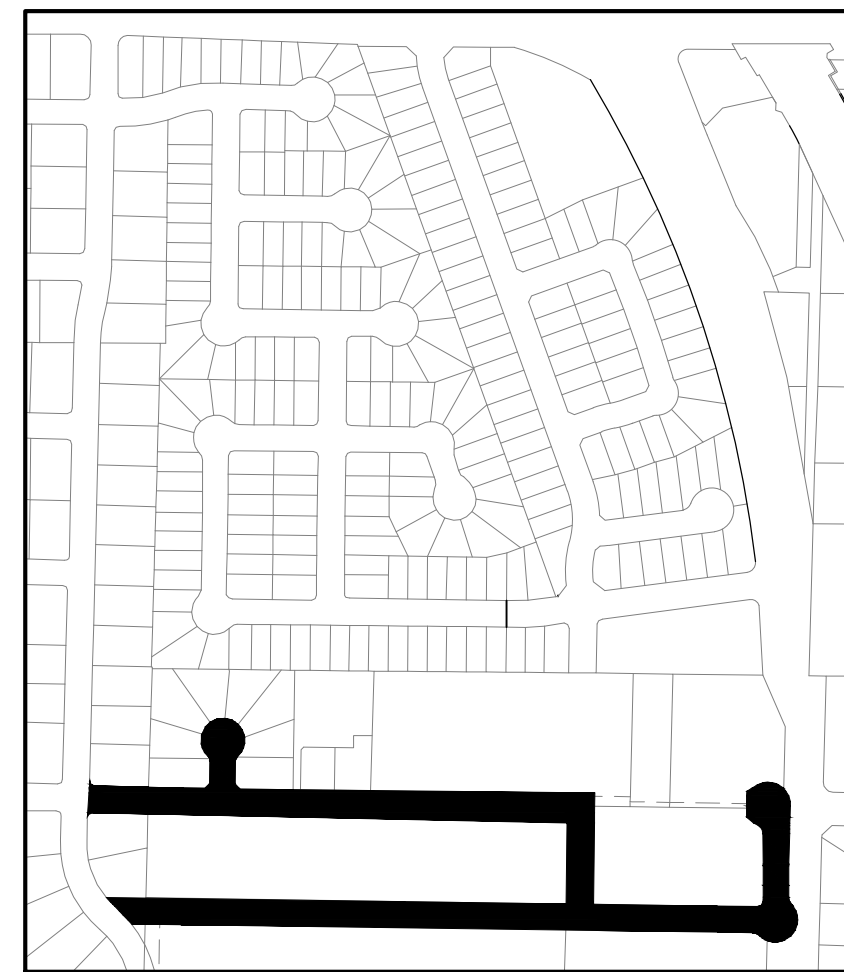
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AREA C
ALTERNATE 2

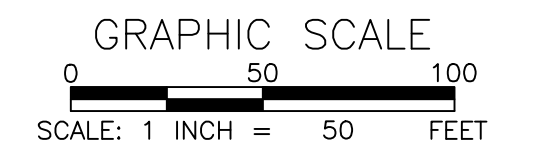
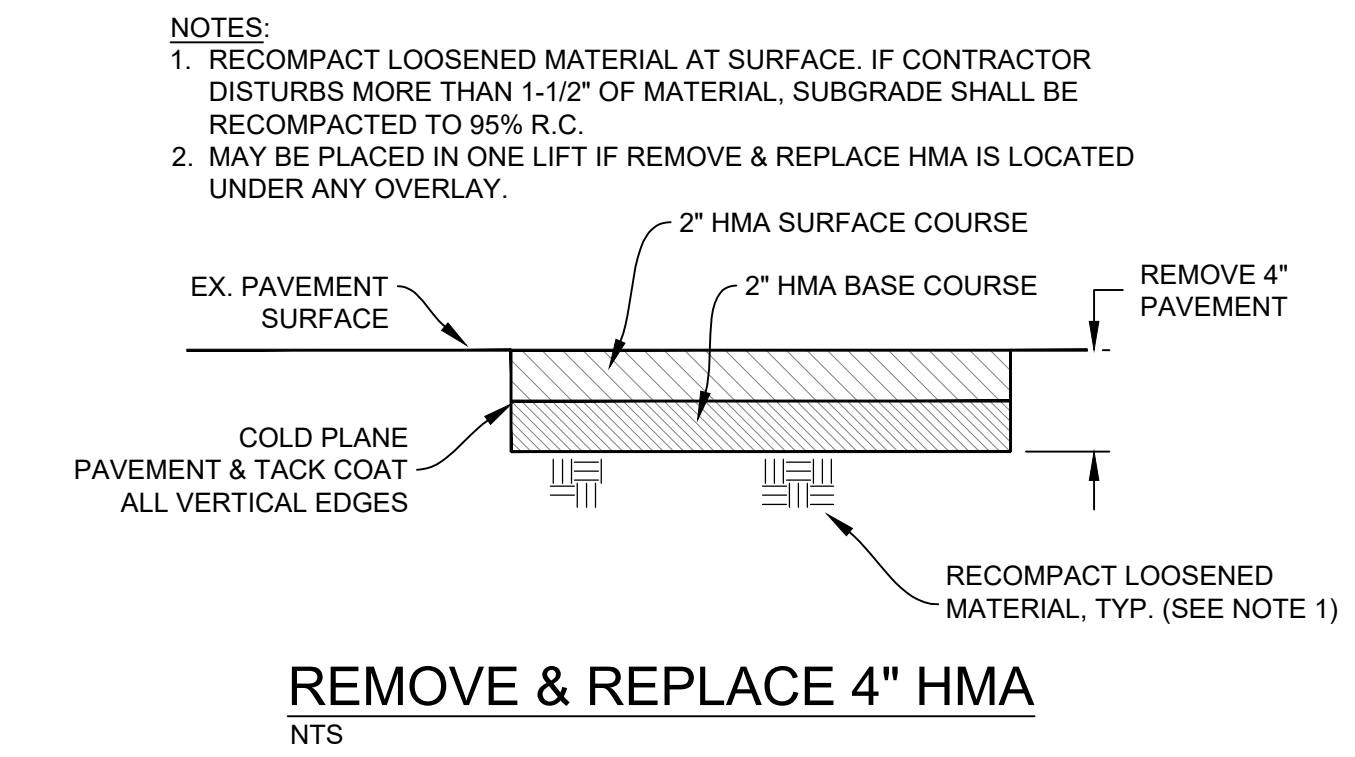
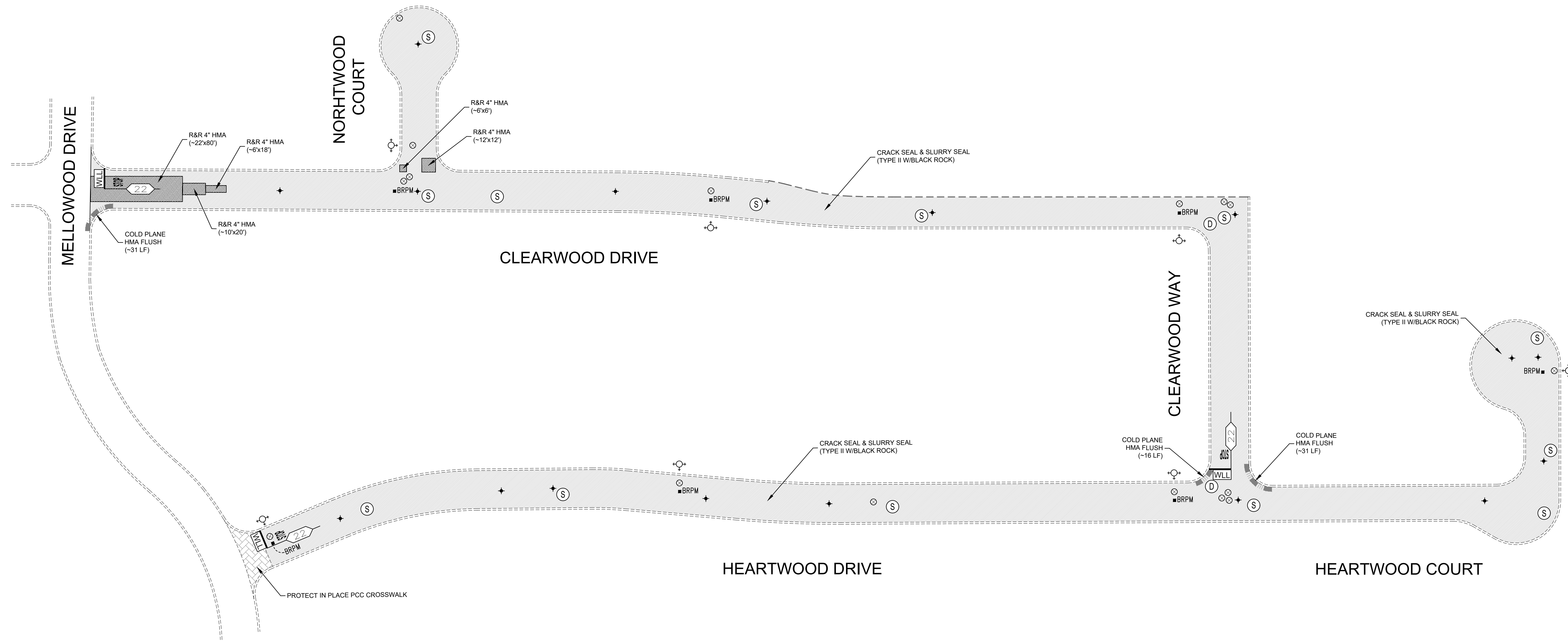


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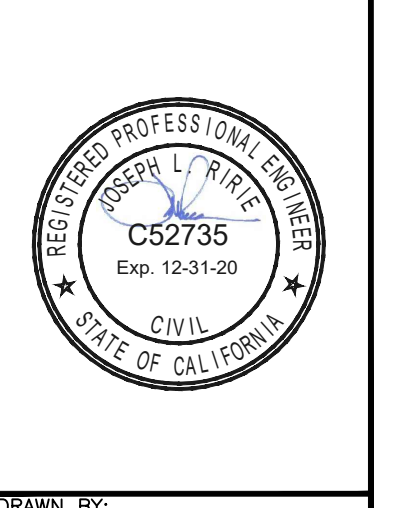
KEY MAP
NTS



REV	DATE	DESCRIPTION	APP
3	2/19/20	ADDITIONAL NO.3	N/A

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