



CITY OF ALBANY  
DEPARTMENT OF PUBLIC WORKS

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**NOTICE INVITING BIDS  
BID PROPOSAL  
AND  
SPECIAL PROVISIONS**  
For the  
**ADAMS STREET PAVEMENT REHABILITATION  
PROJECT**

**Project No. 20-47**

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For Use in Connection with Standard Specifications and Standard Plans, dated **May 2010**, issued by the State of California Department of Transportation, and the Labor Surcharge and the Equipment Rental Rates (latest editions).

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BID OPENING:

**2:00 p.m. on Tuesday, September 3, 2020**

Albany City Hall  
1000 San Pablo Avenue  
Albany, CA 94706

CONTACT:

Robert Gonzales, P.E.  
Capital Project Manager  
Phone Number: (510) 559-4270  
[rgonzales@albanvca.org](mailto:rgonzales@albanvca.org)



Reviewed By:

For the City Engineer, City of Albany

Joseph L. Ririe, P.E.

Prepared by:

 **Pavement Engineering Inc.**  
*You can ride on our reputation*

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## **SPECIAL NOTICE NO. 1**

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The bidder's attention is directed to the section entitled "Required Listing of Proposed Subcontractors" in Section 2 of the special provisions regarding the requirements that the proposed subcontractors be listed in the bidder's proposal. Instead of listing only subcontractors for signal and lighting work as in the past, all subcontractors are now to be listed in the bid proposal for items of work or portions thereof to be subcontracted in excess of one-half of one percent of the total bid or \$10,000, whichever is greater.

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The bidder's attention is directed to the State and Federal laws concerning fraud, bribery, collusion, conspiracy, and making false statements in connection with bidding upon, award of, or performance of any public works contract.

The U.S. Department of Transportation, Office of Inspector General, has established the following telephone hotline to report violations.

**In California Call 1-800-545-7496**

**Outside California Call 1-800-424-9071**

Confidentiality may be maintained and callers may remain anonymous.

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### **Department of Industrial Relations Provision**

All contractors and subcontractors who bid or work on a public works project must register and pay an annual fee to the Department of Industrial Relations (DIR). Only a contractor registered with the DIR to bid on public works contracts in California is permitted to submit a bid. Furthermore, only subcontractors registered with the DIR to bid on public works contracts in California shall be permitted to perform work or labor or render services under subcontract to the subject contractor

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## SPECIAL NOTICE NO. 2

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Compliance with

Alameda County Health Department Order 20-11: Social Distancing Protocol

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On May 18, 2020, the Alameda County Health Department issued Order 20-11, directing essential businesses, among other things, to implement social distancing protocols while performing essential work including construction projects immediately necessary to repair and rehabilitate roadway pavements. The Order included Appendix B-2 Large Construction Safety Protocol. The City of Albany's **Pavement Rehabilitation Project for Adams Street: Solano Ave to Buchanan Ave (Project No. 20-47)** is anticipated to begin in Summer 2020 and the contractor shall abide by the requirements of this Order and any succeeding Orders.

The contractor must prepare and submit to the City a project specific Social Distancing Protocol which shall be posted and a copy distributed to each employee working on the project. The Social Distancing Protocol must be substantially in the form attached to Order 20-11 and Contractor must implement all applicable measures to protect employee health and others involved in the project.

All costs of compliance with the requirements of County Order 20-11 and its succeeding orders shall be included in the bid price and no additional compensation will be allowed therefor.

CITY OF ALBANY

NOTICE INVITING BIDS

Sealed proposals will be accepted at the Office of the City Clerk, located at 1000 San Pablo Avenue, City of Albany, California, until 2:00 PM p.m. on September 3, 2020, at which time they will be publicly opened and read, for: Performing the work on "ADAMS STREET PAVEMENT REHABILITATION PROJECT" as follows:

The work to be done in general consists of mobilization, traffic control, water pollution control program, potholing, hot mix asphalt (HMA), cold planing, pulverization and grading, quicklime/cement soil treatment, removal and replacement of concrete curb and gutter, sidewalk and curb ramps, lowering and adjusting utility covers to finish grade, removal and replacement of striping and pavement markings, and all other work shown on the Plans and as specified in these Special Provisions.

The planned timeframe for commencement and completion of construction of the Project is: forty-five working days. The estimated construction cost for Total Bid is \$476,298.40.

The Contractor shall possess at least one of the following valid Contractor's licenses at the time the bids are opened: Class "A," General Engineering Contractor or Class "C-12," Earthwork and Paving Contractor.

The City Council has ascertained that State of California prevailing wage rates are applicable for this and all City projects.

The Contractor may elect to receive 100% of payments due under the contract from time to time, without retention of any portion of the payment by the City, by depositing securities of equivalent value with the City in accordance with the provisions of Section 22300 of the Public Contract Code and with applicable City regulations. Such securities, if deposited by the Contractor, will be valued by the City's Finance Director, whose decision on valuation of the securities will be final.

The deadline for submitting questions about this project is 4:00 P.M. on August 31, 2020.


The plans, specifications, bid forms and contract documents for the Project ("Contract Documents") are available from BPXpress Reprographics in Richmond, California, by logging on to [www.blueprintexpress.com/albany](http://www.blueprintexpress.com/albany), by email to [Richmond@blueprintexpress.com](mailto:Richmond@blueprintexpress.com), or by calling 510-559-8299. It is the responsibility of each prospective bidder to confirm his/her firm is on the plan holders list held at BPXpress to ensure receipt of any subsequent communications, such as Addenda. City does not maintain a separate planholder list.

Bids shall be in a sealed envelope entitled "ADAMS STREET PAVEMENT REHABILITATION PROJECT"

ALL BIDS SHALL BE PRESENTED UNDER SEALED COVER AND SHALL BE ACCOMPANIED BY CASH, CASHIER'S OR CERTIFIED CHECK OR A BIDDER'S BOND EXECUTED BY A CORPORATE SURETY INSURER. THE BIDDER'S GUARANTEE SHALL BE IN AN AMOUNT EQUAL TO AT LEAST TEN PERCENT (10%) OF THE AMOUNT BID AND MADE PAYABLE TO THE CITY OF ALBANY.

For information regarding the project, contact Robert Gonzales, P.E., Capital Projects Manager, at [rgonzales@albanyca.org](mailto:rgonzales@albanyca.org).

Dated: 7/30/2020 \_\_\_\_\_

By:  \_\_\_\_\_  
Anne Hsu, City Clerk

Publication Dates 1) 8/6/2020 \_\_\_\_\_ 2) 8/14/2020 \_\_\_\_\_

END OF NOTICE INVITING BIDS

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## INSTRUCTIONS TO BIDDERS

### INTERPRETATION OR CORRECTION OF CONTRACT DOCUMENTS

- 1.1 Bidder shall, before submitting its Bid, carefully study and compare the components of the Contract Documents and shall examine the Project Site, the conditions under which the Work is to be performed, and the local conditions.
- 1.2 In the event Bidder has any question as to the meaning of any part of the Contract Documents, or Bidder finds any error, omission, inconsistency, or ambiguity in the Contract Documents, Bidder shall make a written Request for Clarification prior to submitting its Bid. Requests for clarification or interpretation of the Contract Documents shall be addressed only to the Engineer designated in the Notice to Contractors. It shall be the Bidder's responsibility to ensure that any such request is submitted to the City no later than **4:00 TIME P.M. on August 31, 2020**, to allow sufficient time for the City to issue a written Addendum.
- 1.3 If necessary, the City shall make clarifications, interpretations, corrections, and changes to the Contract Documents by Addenda issued as provided in Section 3 of these Instructions to Bidders, below. Purported clarifications, interpretations, corrections, and changes to the Contract Documents made in any other manner shall not be binding on the City, and Bidders shall not rely upon them.

### PREFERENCE FOR MATERIALS

- 2.1 Pursuant to California Public Contract Code section 3400, the City shall not limit the bidding, directly or indirectly, to any one specific concern. Whenever any particular material (including product, thing, equipment, or service) is indicated in the Contract Documents by patent, proprietary or brand name, or by name of manufacturer, such wording is used for the purpose of facilitating its description and shall be deemed to be followed by the words "or equal." A listing of materials is not intended to be comprehensive, or in order of preference.
- 2.2 Unless a successful bidder (the Contractor) submits a request for substitution of "equal" materials in accordance with the requirements of the Agreement, and unless the City approves the substitution, the Contractor shall furnish and install the specified material for the Bid Amount and within the Contract Time.

### ADDENDA

- 3.1 Addenda will only be issued on-line. The City will make reasonable efforts to deliver (via facsimile or U.S. Mail) Addenda to all Bidders who are known by the City to have received a complete set of Contract Documents and who have provided a street address for receipt of Addenda.
- 3.2 Each Bidder shall be responsible for ascertaining, prior to submitting its Bid, that it has received all issued Addenda. City makes no guarantee that all Bidders will receive all the Addenda. Copies of Addenda will be made available for inspection at the office where Contract Documents are on file for inspection, as indicated on the Notice to Contractors.
- 3.3 Addenda withdrawing the Notice to Contractors or postponing the Bid Deadline may be issued any time prior to the Bid Deadline. However, if any Addenda result in a material change (addition or deletion) to the Contract Documents and issued 72 hours or later to the Bid Deadline, the Bid Deadline shall be extended by the City by not less than 72 hours, pursuant to California Public Contract Code section 4104.5.
- 3.4 Each Bidder shall acknowledge receipt of all Addenda on the Bid Form. Failure to acknowledge receipt of Addenda may render the bid non-responsive.



## FILLING IN BID FORMS BY BIDDERS

- 4.1 The portion of the Contract Documents entitled “Bidding Documents” (including the Notice to Contractors, the Instructions to Bidders, the Supplemental Instructions to Bidders, and the Bid Forms) focuses the Bidder’s attention on the requirements for submitting a bid.
- 4.2 Bids shall be submitted on the Bid Forms included within the Bidding Documents. A complete bid package, with all Bid Forms, must be submitted, including:
  - 4.2.1 Bid Proposal Form (pages 5 through 14).
  - 4.2.2 Bidder’s Non-Collusion Affidavit (page 15).
  - 4.2.3 Debarment and Suspension Certification (page 16).
  - 4.2.4 Bid Bond (page 17).
  - 4.2.5 Any other information requested by these Bidding Documents.
- 4.3 All blanks on the Bid Forms shall be filled in by typewriter or printed legibly in ink.
- 4.4 Interlineations, alterations, and erasures must all be individually initialed by the Bidder.
- 4.5 Bidder shall acknowledge receipt of all Addenda on the Bid.
- 4.6 Bidder shall not modify or qualify the Bid Forms in any manner.
- 4.7 The Bid Forms shall be signed by a person or persons legally authorized to bind Bidder to the Contract. The individuals signing each document shall warrant that they are authorized to bind the legal entity of the Bid

## PLEASE ENSURE THE FOLLOWING PRIOR TO SUBMITTING YOUR BID:

- 5.1 Contractor's License Number and Expiration Date (page 5) are provided.
- 5.2 Bid Proposal (pages 5 through 14) is signed.
- 5.3 List of Subcontractors (page 11) is completed.
- 5.4 List of Previous Jobs (page 12) is completed, if necessary.
- 5.5 Public Contract Code Statements and Questionnaire (page 13 and 14) is completed and signed.
- 5.6 Workers' Compensation Certificate (page 14) is signed.
- 5.7 Non-Collusion Affidavit (page 15) is filled out and signed.
- 5.8 Debarment and Suspension Certification (page 16) is completed, if necessary.
- 5.9 10% Bid Bond is submitted (page 17).

## FOR QUESTIONS REGARDING THESE PLANS AND SPECIFICATIONS, CONTACT:

Robert Gonzales, P.E.  
Capital Projects Manager, City of Albany  
Department of Public Works  
1000 San Pablo Avenue  
Albany, CA 94706  
Email: rgonzales@albanyca.org

In the case where the bidder claims an inadvertent error in listing subcontractors, a notice of the claim must be submitted to the Engineer in writing within two (2) business days after the time of the bid opening and copies of the notice must be sent to the subcontractors involved.

All questions must be received no later than **4:00 P.M. on August 31, 2020** to provide sufficient time for response and preparation of addenda, if necessary. Any questions received after this time will not be answered.

*For Information Only*

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**CITY OF ALBANY  
PROJECT #C20-47: PAVEMENT REHABILITATION PROJECT  
ADAMS STREET (SOLANO AVE TO BUCHANAN ST)**

**BID PROPOSAL**

**NAME OF BIDDER** \_\_\_\_\_

**BUSINESS P.O. BOX** \_\_\_\_\_

**CITY, STATE, ZIP** \_\_\_\_\_

**BUSINESS STREET ADDRESS** \_\_\_\_\_  
(Please include even if P.O. Box used)

**CITY, STATE, ZIP** \_\_\_\_\_

**TELEPHONE NO.**    **AREA CODE** (    ) \_\_\_\_\_

**FAX NO.**            **AREA CODE** (    ) \_\_\_\_\_

**E-MAIL** \_\_\_\_\_

**CONTRACTOR LICENSE NO.** \_\_\_\_\_            **EXPIRATION DATE** \_\_\_\_\_

**DIR REGISTRATION NO.** \_\_\_\_\_            **EXPIRATION DATE** \_\_\_\_\_

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 Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in accordance with the Standard Specifications and Standard Plans, dated **May 2010**, issued by the State of California Department of Transportation, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The bidding documents and special provisions for the work to be done are dated and entitled:

**CITY OF ALBANY  
DEPARTMENT OF PUBLIC WORKS**

**NOTICE TO CONTRACTORS  
BID PROPOSAL  
AND  
SPECIAL PROVISIONS**

**For**

**ADAMS STREET PAVEMENT REHABILITATION PROJECT**

**City Project No. C20-47**

The project plans, five (5) sheets, for the work to be done were approved and are entitled:

**CITY OF ALBANY**  
**ADAMS STREET PAVEMENT REHABILITATION PROJECT**

**City Project No. C20-47**

Bids are to be submitted for the entire work.

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

In case of discrepancy between the unit bid price and the total bid price set forth for a unit basis item, the unit bid price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit bid price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the total bid price column, then the amount set forth in the item total bid price column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit bid price;
- (b) (Decimal Errors) If the product of the entered unit bid price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit bid price or item total bid price, whichever most closely approximates percentage wise the unit bid price or item total bid price in the Department's Final Estimate of cost.

If both the unit bid price and the item total bid price are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total bid price for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid price is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit bid price or item total bid price or lump sums. Written unit bid prices, item total bid prices and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit bid price or item total bid price since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item total bid prices only; if any unit bid price for a lump sum item is included in a bid and it differs from the item total bid price, the items total bid price shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the City of Albany, and that discretion will be exercised in the manner deemed by the City of Albany to best protect the public interest in the prompt and economical completion of the work. The decision of the City of Albany respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, will be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the two (2) bonds in the sums required by the State Contract Act, with surety satisfactory to the City of Albany, within eight (8) days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the City of Albany that the contract has been awarded, the Department of Public Works 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 the security accompanying this proposal shall operate and the same shall be the property of the City of Albany.

The undersigned, 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 Albany, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all 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 therefor the following prices, to wit:

**PAVEMENT REHABILITATION PROJECT  
 ADAMS STREET (SOLANO AVE TO BUCHANAN ST)  
 City Project No. 20-47**

TO THE CITY COUNCIL OF THE CITY OF ALBANY:

In compliance with the annexed notice inviting sealed proposals, the undersigned hereby proposes and agrees to perform the work therein described and to furnish all labor, materials and equipment necessary therefor, in accordance with the Plans and Specifications therefor, and further agrees to enter into a contract therefor, at the following prices:

**BIDDER** \_\_\_\_\_

<b>Bid Schedule</b>					
<b>ITEM NO.</b>	<b>BID ITEMS</b>	<b>UNIT</b>	<b>TOTAL QTY</b>	<b>UNIT PRICE</b>	<b>*TOTAL COST</b>
1	Mobilization, Bonds & Insurance (5% Max. of Total Bid)	LS	1		
2	Traffic Control	LS	1		
3	Water Pollution Control Program	LS	1		
4	Potholing	LS	1		
5	1/2" HMA (Type A) PG 64-10	TN	669		
6	Remove & Replace 6"	SF	412		
7	Pulverize 12" and Grade	SF	23,000		
8	Remove & Dispose 4" of Pulverized Material	CY	324		
9	Quicklime Soil Treatment 9"	SF	23,000		
10	Cement Soil Treatment 9"	SF	23,000		
11	Quicklime and/or Cement	TN	43		
12	6" Deep Lift Stabilization (Allowance)	SF	3,450		
13	Remove & Replace PCC Sidewalk	SF	2,738		
14	Remove & Replace PCC Curb & Gutter	LF	226		
15	Integral Curb Type A3	LF	56		
16	Curb Ramp Case A	EA	8		
17	Curb Ramp Case G	EA	2		
18	Remove PCC Sidewalk, Place Topsoil & Grade	LF	246		
19	Light Pole Base Treatment	EA	2		
20	Install Junction Box	EA	2		
21	Salvage & Reset Checkplate Cover on Inlet / Outlet	EA	4		
22	Install 4"x12" HSS Drain Tube Under Sidewalk	LF	31		
23	Install 4"x12" HSS Drain Tube Under Pavement	LF	33		
24	Install 8" SDR-35 Pipe	LF	43		
25	Remove & Dispose of Culvert Under Sidewalk or Roadway	LF	151		
26	Install Type A Curb Inlet	EA	1		
27	Lower Manhole Cover	EA	2		
28	Lower Water Valve / Monitoring Well Cover	EA	6		

29	Adjust Manhole Cover to Finish Grade	EA	2		
30	Adjust Water Valve / Monitoring Well Cover to Finish Grade	EA	6		
31	Remove & Replace 12" White Crosswalk Line (Thermo)	LF	280		
32	4" White Line @ Parking Space	EA	47		
33	"STOP" Legend (Thermo)	EA	1		
34	Blue Retro-Reflective Pavement Marker	EA	1		
<b>Bid Total</b>					<b>\$</b>

<b>BID SUMMARY</b>		
	TOTAL PRICE IN FIGURES	\$
	TOTAL PRICE IN WORDS	

<b>TOTAL BID (IN FIGURES):</b>
<b>TOTAL BID (IN WORDS):</b>

BID PROPOSAL (Continued)

The undersigned acknowledges the receipt of the following addenda to the drawings and specifications.

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____
_____	_____	_____	_____

If the bidder is an individual, so state, if a firm or co-partnership, state the firm name and give the name of all individual co-partners composing the firm. If a corporation, state legal name of corporation, also names of president, secretary, treasurer and manager, thereof.

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

The undersigned further agrees that in case of default in executing and returning the required contract, with necessary bonds, within eight (8) business days after having received the contract, the proceeds of the check accompanying his bid shall become the property of the City of Albany.

Licensed in accordance with an act providing for the registration of Contractors,

License No. \_\_\_\_\_ Class \_\_\_\_\_, Expiration Date \_\_\_\_\_.

**I declare under penalty of perjury that the foregoing is true and correct.**

**Signature of Bidder:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name of Bidder:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Fax:** \_\_\_\_\_



BID PROPOSAL (Continued)

**SUBCONTRACTOR FORM**  
*(Required Listing of Proposed Subcontractors)*

All persons submitting bids shall list the name and location of the place of business of each subcontractor regardless of the character of the work.

(1)	(2)	(3)	(4)	(5)	(6)
Name of Subcontractor*	Subcontractor's Business Location*	CA State Contractor License No.	CA State DIR Registration No.	\$ Amount of Work/Service	Description of Work or Service to be Provided
1.					
2.					
3.					
4.					
5.					

\*Information required under Columns 1 and 2 must be correct and accurate at the time of bid opening. An incorrect listing of the subcontractor's name or location renders the bid non-responsive. An inadvertent error in listing the subcontractor's license number (Column 3) must be corrected within 24 hours after the bid opening, as required by the California Public Contract Code Section 4104.

Important Note: Effective July 1, 2014, Assembly Bill 44 (AB 44) amends Public Contract Code section 4104 to require a prime contractor to list a subcontractor's contractor license number when bidding on public construction projects. Current law under the Subletting and Subcontracting Fair Practices Act requires that any public entity taking bids for the construction of a public construction project must require prime contractors bidding on the project to list the name and business location of subcontractors providing labor or services greater than 0.5% of the prime contractor's total bid amount. (Or in the case of bids for the construction of streets, highways, or bridges, in excess of 0.5% of the prime contractor's total bid or \$10,000, whichever is greater.)



BID PROPOSAL (Continued)

## **PUBLIC CONTRACT CODE**

### **Public Contract Code Section 10285.1 Statement**

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder

**has\_\_\_\_\_ has not\_\_\_\_\_**

been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of any public works contract as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term “bidder” is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

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

### **Public Contract Code Section 10162 Questionnaire**

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\_\_\_\_\_**

BID PROPOSAL (Continued)

**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.

Note: The above Statement and Questionnaire are part of the Bid Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**WORKERS' COMPENSATION CERTIFICATION**

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

\_\_\_\_\_

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

Title: \_\_\_\_\_

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

---

**BIDDER'S NON-COLLUSION AFFIDAVIT**  
**(Title 23 United States Code Section 112 and**  
**Public Contract Code Section 7106)**

**(Must be executed by Bidder and submitted with Bid)**

Bidder shall fill in the three blank lines below with: (a) the name of the persons signing this affidavit on behalf of the Bidders; (b) the title of the persons signing this Bid in relation to the Bidder; and (c) the legal name of the Bidder.

(a) \_\_\_\_\_, being first duly sworn, deposes and says under penalty of perjury under the laws of the State of California, that he or she has the right, power, legal capacity, and authority to execute this Affidavit as (b) \_\_\_\_\_ of  
(c) \_\_\_\_\_, the Bidder, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in any false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from Bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the Contract, or anyone interested in the proposed Contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted its Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

**IN WITNESS WHEREOF**, the undersigned represent and warrant that they have the right, power, legal capacity, and authority to sign this document on behalf of the Bidder, and have caused this document to be executed by setting hereto their names, titles and signatures at \_\_\_\_\_  
County, in the State of \_\_\_\_\_.

**BIDDER:**

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

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

\_\_\_\_\_  
(Printed or Typed Name and Title of Signatories)

\_\_\_\_\_  
(Legal Name of Bidder)

## **DEBARMENT AND SUSPENSION CERTIFICATION**

### TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

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

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

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification.

**BID BOND**

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

WHEREAS, \_\_\_\_\_ (“Principal”) submitted a Bid to the City of Albany (“City”) for the Project identified on this Bond, and the terms of the Bid require the Principal to submit bidder’s security.

NOW, THEREFORE, Principal and \_\_\_\_\_ (“Surety”), are hereby held and firmly bound unto the City in the amount of ten percent (10%) of the Bid Amount set forth in the Principal’s Bid (the terms and conditions of which are incorporated herein by reference) for the above referenced Project, for payment of which Principal and Surety hereby bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, it shall be and remain in full force and effect until either the Principal’s Bid is rejected by the City, or if Principal’s Bid is accepted and the City offers the Principal an agreement and the Principal properly executes and submits to the City the Agreement and all required documents (including, but not limited to, the Faithful Performance Bond, the Labor and Material Bond and proof of insurance with additional insured endorsement). This obligation shall be null and void when the Principal’s bid is rejected by the City or when the Agreement is fully executed.

The Surety hereby agrees, for value received, that its obligations under this bond shall in no way be impaired or modified by an agreement between the City and the Principal to extend the time within which the City may accept the Principal’s Bid, and the Surety hereby waives notice of any such extension.

In the event suit is brought upon this bond, the surety shall pay reasonable attorneys’ fees and costs incurred by the prevailing parties in such suit, which fees and costs shall be in addition to the face amount of the bond.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this document on behalf of the Principal and the Surety, and have caused this document to be executed by setting hereto their names, titles, and signatures.

Principal: \_\_\_\_\_  
(Name of Firm)

Surety: \_\_\_\_\_  
(Name of Firm)

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Address for Notices to Surety:

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

NOTE: NOTARY ACKNOWLEDGMENT FOR SURETY AND SURETY’S POWER OF ATTORNEY MUST BE ATTACHED.

**CONTRACT**

This public works contract (“Contract”) is entered into by and between <\_\_\_\_\_> (“City”) and <\_\_\_\_\_> (“Contractor”), for work on the <\_\_\_\_\_> Project (“Project”).

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform the Work to construct the Project. On \_\_\_\_\_, 20\_\_\_\_, City authorized award of this Contract to Contractor for the amount set forth in Section 4, below.

2. **Contract Documents.** The Contract Documents incorporated into this Contract include and are comprised of all of the following:

- 2.1 Notice Inviting Bids;
- 2.2 Instructions to Bidders;
- 2.3 Addenda, if any;
- 2.4 Bid Proposal and attachments thereto;
- 2.5 Contract;
- 2.6 Payment, Performance and Warranty Bonds;
- 2.7 General Conditions;
- 2.8 Special Conditions;
- 2.9 Project Drawings and Specifications;
- 2.10 Change Orders, if any;
- 2.11 Notice of Award;
- 2.12 Notice to Proceed; and
- 2.13 The following:

\_\_\_\_\_. <List additional documents here, if any, including the document date if there are multiple versions. If there are no additional documents, write “No other documents” in the space above.>

3. **Contractor’s Obligations.** Contractor will perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, supplies, tools, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

4. **Payment.** As full and complete compensation for Contractor’s timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor \$\_\_\_\_\_ (“Contract Price”) for all of Contractor’s direct and indirect costs to perform the Work, including all labor, materials, supplies, equipment, taxes, insurance, bonds and all overhead costs, in accordance with the payment provisions in the General Conditions.

5. **Time for Completion.** Contractor will fully complete the Work for the Project within <\_\_\_\_\_> days from the commencement date given in the Notice to Proceed (“Contract Time”). By signing below, Contractor expressly waives any claim for delayed early completion.



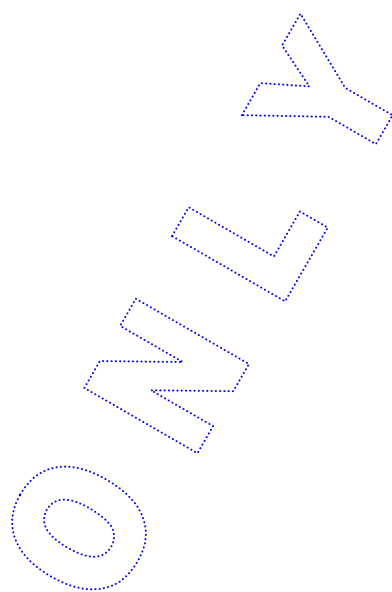
6. **Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, City will assess liquidated damages in the amount of \$ <\_\_\_\_\_> per day for each day of unexcused delay in completion, and such liquidated damages may be deducted from City's payments due or to become due to Contractor under this Contract.
7. **Labor Code Compliance.**
- 7.1 **General.** This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance.
- 7.2 **Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at <http://www.dir.ca.gov/DLSR>.
- 7.3 **DIR Registration.** City may not enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work under Labor Code section 1725.5, subject to limited legal exceptions.
8. **Workers' Compensation Certification.** Under Labor Code section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."
9. **Conflicts of Interest.** Contractor, its employees, Subcontractors and agents, may not have, maintain or acquire a conflict of interest in relation to this Contract in violation of any City ordinance or policy or in violation of any California law, including under Government Code section 1090 et seq. and under the Political Reform Act as set forth in Government Code section 81000 et seq. and its accompanying regulations. Any violation of this Section constitutes a material breach of the Contract.
10. **Independent Contractor.** Contractor is an independent contractor under this Contract and will have control of the Work and the means and methods by which it is performed. Contractor and its Subcontractors are not employees of City and are not entitled to participate in any health, retirement, or any other employee benefits from City.
11. **Notice.** Any notice, billing, or payment required by or pursuant to the Contract Documents must be made in writing, signed, dated and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

**City:**

Dept: < \_\_\_\_\_ >  
Address: < \_\_\_\_\_ >  
City/State/Zip: < \_\_\_\_\_ >  
Phone: < \_\_\_\_\_ >  
Attn: < \_\_\_\_\_ >  
Email: < \_\_\_\_\_ >  
Copy to: < \_\_\_\_\_ >

**Contractor:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_  
Copy to: \_\_\_\_\_



**12. General Provisions.**

- 12.1 Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City’s written consent. This Contract is binding on Contractor’s and City’s lawful heirs, successors and permitted assigns.
- 12.2 Third Party Beneficiaries.** There are no intended third party beneficiaries to this Contract except as expressly provided in the General Conditions or Special Conditions.
- 12.3 Governing Law and Venue.** This Contract will be governed by California law and venue will be in the Superior Court of < \_\_\_\_\_ > County, and no other place.
- 12.4 Amendment.** No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.
- 12.5 Integration.** This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor.
- 12.6 Severability.** If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in whole or in part, the remaining provisions of the Contract Documents will remain in full force and effect.
- 12.7 Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required pursuant to California Corporation Code section 313.

*[Signatures are on the following page.]*

The parties agree to this Contract as witnessed by the signatures below:

**CITY:**

Approved as to form:

s/ \_\_\_\_\_

s/ \_\_\_\_\_

\_\_\_\_\_  
Nicole Almaguer, City Manager

\_\_\_\_\_  
Malathy Subramanian, City Attorney

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

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

Attest:

s/ \_\_\_\_\_

\_\_\_\_\_  
Anne Hsu, City Clerk

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

**CONTRACTOR:** \_\_\_\_\_  
Business Name

s/ \_\_\_\_\_

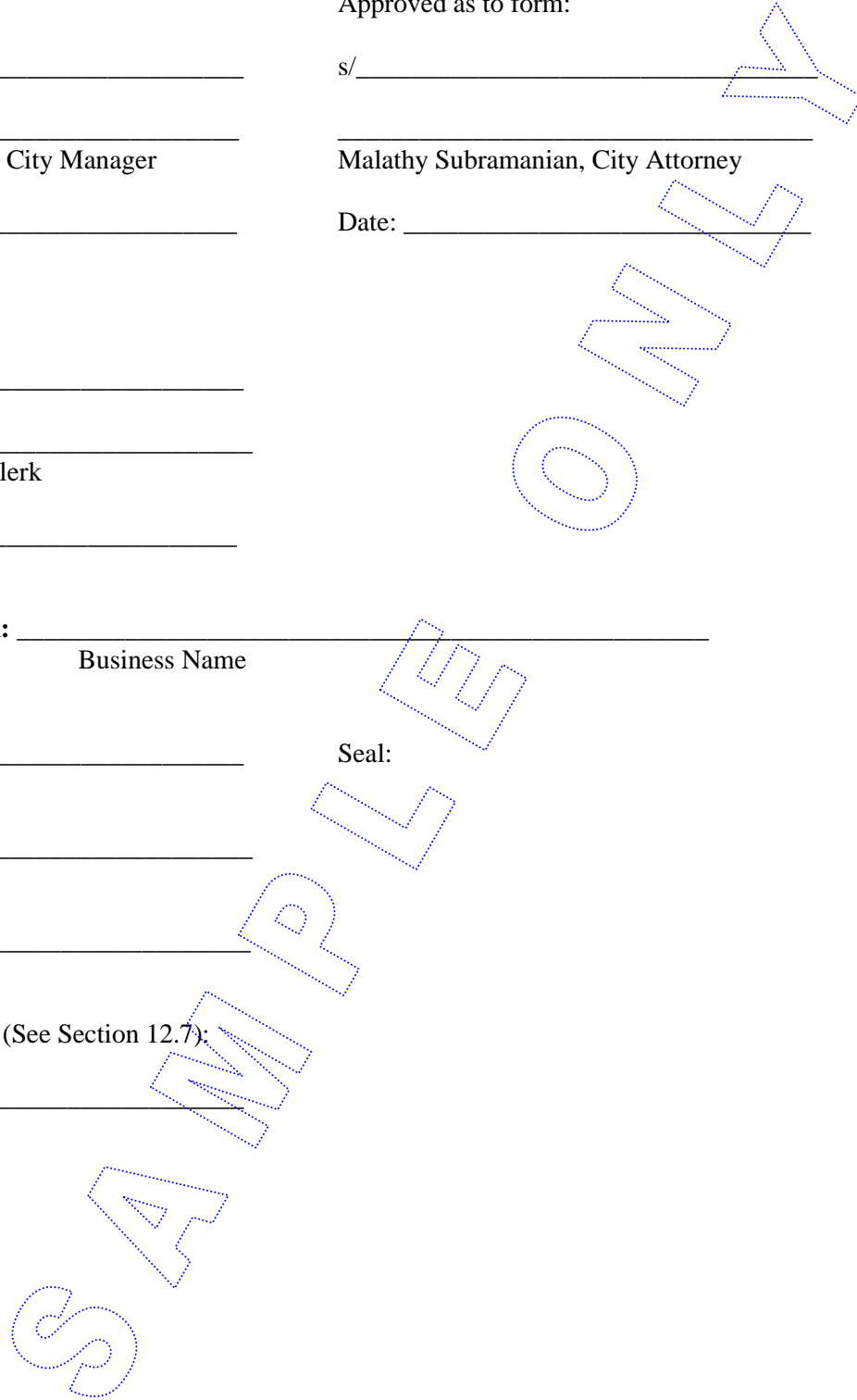
Seal:

\_\_\_\_\_  
Name/Title

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

Second Signature (See Section 12.7):

s/ \_\_\_\_\_



**CITY OF ALBANY**

**DEPARTMENT OF PUBLIC WORKS**

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**SPECIAL PROVISIONS**

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**GENERAL PROVISIONS**

The legal relationship and responsibilities of the parties, including but not limited to the obligation to arbitrate claims hereto and the work embraced herein shall be done in accordance with the Standard Specifications and Standard Plans dated May 2010 of the California Department of Transportation, and the most recent Standard Plans of the City of Albany, California, in so far as the same may apply and in accordance with the Project Plans and these Special Provisions.

These Special Provisions are additions, modifications, and/or clarifications to the Standard Specifications of the California Department of Transportation. **The numbers in parenthesis shown in the section and subsection headings of these Special Provisions refer to the State Standard Specifications Sections.**

Refer to Section 5-02 of these Special Provisions for the order of precedence of the above contract documents in case of any conflict.

## SECTION SP-1 DEFINITIONS AND TERMS (SECTION 1)

### 1-01 GENERAL (1-1.01)

As used herein, unless the context otherwise requires, the following terms have the following meaning:

**Addenda** - Written interpretations or revisions to any of the contract documents issued by the City before the bid opening.

**Claim** - A written demand or assertion by Contractor seeking, as a matter of asserted right, adjustment of the terms of the Contract Documents, payment of money in addition to the Contract Amount, extension of Contract Time, or determination of other disputes or matters in question between the City and Contractor arising out of or related to the Contract Documents or the performance of the Work, including claims alleging an error or omission in the Contract Documents.

**Contract Documents** - The Contract Documents consist of the executed Agreement; all Bidding Documents (including the Notice to Contractors, Instructions to Bidders, Bid Forms, and Addenda (if any); the Special Provisions, Standard Specifications; the Exhibits (including bonds), and the Drawings (also defined as “Plans”).

**Critical Path Method** - Network based planning technique using activity durations and relationships between activities to calculate a schedule for the entire project.

**Defective Work** - Work that is unsatisfactory, faulty, omitted, incomplete, deficient, or does not conform to the requirements of the Contract Documents, directives of the Engineer, or requirements of any inspection, reference standard, test, or approval specified in the Contract Documents.

**Department of Transportation or Department (1-1.13)** - The City Council of the City of Albany, State of California.

**Director** - The City Council of the City of Albany, Alameda County, California.

**Engineer (1-1.18)** - The City Engineer of the City of Albany, State of California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

**Laboratory (1-1.25)** - The laboratory or laboratories authorized by the City of Albany to test materials and work involved in the contract.

**Legal Holidays (1-1.255)** - Those days designated as holidays by the City.

**Requests For Information** - A request from the contractor or one of their subcontractors, to the City, seeking an interpretation or a clarification of some requirement of the contract documents submitted to the City in the form required by the Contract. The contractor shall clearly and concisely set forth the issue for which they seek clarification or interpretation and why a response is needed from the City. The contractor shall, in the written request, set forth their interpretation or understanding of the contract's requirements along with reasons why they have reached such an understanding. Responses from the City will not change any requirements of the contract documents unless so noted in the Request for Information Response by the City.

**Reset** - Remove and install or place at same location. May be moved laterally only. No alteration required.

**State Or City (1-1.39)** - The City of Albany, Alameda County, California.

**City Standard Plans** - The most recent Standard Plans of the City of Albany.

**Schedule Submittals** - Contract schedules, contract schedule updates, contract schedule revisions, time impact analyses, etc. required by the Contract to be provided to the City for review and acceptance.

**Shop Drawings** - See Submittals/Shop Drawings definition.

**Standard Plans** - The Standard Plans of the State of California Department of Transportation dated May 2010.

**Standard Specifications** - State of California Business and Transportation Agency, Department of Transportation Standard Specifications, dated May 2010. Any reference therein to the State of California or a State agency, office or officer shall be interpreted to refer to the City or its corresponding agency, office or officer acting under this contract.

**State Highway Engineer** - The City Engineer of the City of Albany, State of California.

**Submittals/Shop Drawings** - Any technical submittals, shop drawings or samples, including supporting catalogue cuts, manufacturer's literature, sketches or drawings, calculations, and other pertinent data, required by any technical specification included in these contract documents. The contractor shall transmit to the City submittals/shop drawings in sufficient detail to enable the City to review the information and determine that the contractor clearly understands the requirements of the contract documents.

**Substantial Completion** - See Special Provisions Section 8-06.

**Substitution/Or Equal Submittals** - A request from the contractor to substitute a material, article, device, product, fixture, form, type of construction or process called for in the contract documents with another item which shall be substantially equal in all respects to that so indicated or supplied.

**Transportation Building, Sacramento** - City Hall, City of Albany, State of California.

**Warranty Period** - See Special Provisions Section 2-04.

**Working Days** - Working days are Monday through Friday except for City of Albany holidays. State and Federal Holidays that are not a holiday in the City of Albany will be considered working days. City of Albany 2020 holidays are listed below, as well as on the City website.

**2020 City of Albany Holidays**

January 1	New Year's Day
January 20	Martin Luther King, Jr. Day
February 17	Presidents' Day
May 25	Memorial Day
July 4	Independence Day
September 7	Labor Day
November 11	Veterans Day
November 26	Thanksgiving Day (as proclaimed)
November 27	Day Following Thanksgiving
December 24	Christmas Eve
December 25	Christmas Day

## **SECTION SP-2 PROPOSAL REQUIREMENTS & CONDITIONS (SECTION 2)**

### **2-01 PROPOSAL FORMS (2-1.05)**

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

In case of discrepancy between the unit bid price and the total bid price set forth for a unit basis item, the unit bid price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit bid price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the total bid price column, then the amount set forth in the item total bid price column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit bid price;
- (b) (Decimal Errors) If the product of the entered unit bid price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit bid price or item total bid price, whichever most closely approximates percentage wise the unit bid price or item total bid price in the Department's Final Estimate of cost.

If both the unit bid price and the item total bid price are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total bid price for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid price is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit bid price or item total bid price or lump sums. Written unit bid prices, item total bid prices and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit bid price or item total bid price since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item total bid prices only; if any unit bid price for a lump sum item is included in a bid and it differs from the item total bid price, the items total bid price shall prevail.

All proposal forms shall be obtained from:

Logging on [www.blueprintexpress.com/richmondand/or](http://www.blueprintexpress.com/richmondand/or)  
By calling BPXpress Reprographics at (510) 559-8299



## **2-02 REJECTION OF PROPOSALS (2-1.06)**

Proposals may be detached from this bound book.

## **2-03 BIDDER'S SECURITY (2-1.34)**

Bidder's bond shall be from company authorized to transact surety business in California. Bid bond to be submitted on form supplied by the City.

## **2-04 GUARANTEE (6-3.06)**

As a condition precedent to the completion of this contract, the Contractor shall furnish a Defective Material and Workmanship Bond, from a surety company acceptable to the Engineer and payable to the City of Albany, in a sum not less than ten (10) percent of the total final construction contract price. This warranty bond shall cover a period of one (1) year from and after contract acceptance by the City Council, to protect the City against the results of defective material, workmanship, or equipment, which become apparent during that time. This warranty bond shall be delivered to the Engineer before acceptance by the City Council.

The Contractor shall warrant the quality of the Work, in accordance with the terms of the Contract Documents, for the "Warranty Period." The Warranty Period shall be a one (1) year period (unless a longer period of time is specified in the Contract Documents) commencing from the date contract is accepted by the City Council.

In the event that (during the Warranty Period) any portion of the Work is determined by the Engineer to be defective as a result of an obligation of the Contractor under this Agreement, the Contractor shall be in default.

## **2-05 ADDENDA**

The Engineer may, at a time prior to the bid opening, issue addenda to the Plans and Specifications to amend, clarify or correct matter contained therein. Such addenda shall constitute a part of said Plans and Specifications and shall be equally binding with them. Addenda will be forwarded to all prospective bidders, insofar as they are known to the Engineer.

## **2-06 PARTICIPATION BY DBE IN SUBCONTRACTING**

The provisions under Standard Specification Sections 2.12, 2-1.33, and 5-1.13B are not required for this project. However, the City encourages consideration of these provisions.

## **SECTION SP-3 CONTRACT AWARD AND EXECUTION (SECTION 3)**

### **3-01 CONTRACT AWARD (3-1.04)**

Change the number of days after the opening of proposals specified in this section for award of contract to the following:

- A. Award of contract to the lowest responsible bidder, if made, will be within 60 days.
- B. Award of contract to the second lowest responsible bidder, if made, will be within 90 days.
- C. Award of contract to the third lowest responsible bidder, if made, will be within 120 days.

After award of contract, bid bonds of unsuccessful bidders will be returned.

### **3-02 BID PROTESTS**

- 1. Any protest of the proposed award of construction contract to the bidder deemed the lowest responsible bidder shall be submitted in writing to the City no later than 5:00 PM of the fifth (5<sup>th</sup>) business day following the date of the Bid opening except as provided for in Section 3.
  - A. The initial protest shall contain a complete statement of the basis for protest.
  - B. The protest shall state the facts and refer to the specific portion of the document or the specific statute that form the basis for the protest. The protest shall include the name, address, and telephone number of the person representing the protesting party.
  - C. The party filing the protest shall concurrently transmit a copy of the initial protest to the bidder deemed the lowest responsible bidder.
  - D. Only Bid Protests from contractors that submitted a Bid Proposal would be accepted by the City. A subcontractor of a party filing a Bid on this Project may not submit a Bid Protest. A party may not rely on the Bid Protest submitted by another Bidder but must timely pursue its own protest.
  - E. The procedure and time limits set forth in this Section are mandatory and are the Bidder's sole and exclusive remedy in the event of a Bid Protest. The Bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the Bid Protest, including filing of a challenge of the award pursuant to the California Public Contracts Code, filing of a claim pursuant to the California Government Code or filing of any other legal proceedings.

- F. The City will review all timely protest prior to formal award of the Construction Contract. The City will not hold an administrative hearing to consider timely protest but may do so at the option of the City Manager. At the time of the City Council's consideration of the award of the Construction Contract, the City Council shall consider the merits of any timely protests. The City Council may either accept the protest and award the bid to the next lowest responsible bidder or reject the protest and award to the lowest responsible bidder.
  - G. These bid protest procedures shall not limit the City Council's ability to reject all bids.
2. Bid Protests on a staff recommendation to the City Council that the apparent low bidder is not a responsible bidder shall be subject to the following procedure:
- A. The City Engineer or his/her designee will provide notice to the apparent low bidder of its determination and recommendation to the City Council that the bidder is not responsible stating the specific reasons therefor.
  - B. The bidder shall, no later than 5:00 PM of the second (2nd) business day following receipt of the notice, file any protest in writing with the City Engineer or his/her designee. The protest shall clearly specify in writing the grounds and evidence on which the protest is based. If the protestor later raises new grounds or evidence not previously set forth in the written submissions that reasonably could have been raised, the City will not consider such new evidence in the determination of the protest.
  - C. The protest will be processed in the same manner as other protests are processed as described in Section 3-1.02, E through G.

### **3-03 CONTRACT BONDS (3-1.05)**

The second paragraph shall apply except that the performance bond and labor and material bond shall be in an amount equal to at least 100% of the contract price. All bond forms shall be issued by a surety licensed to transact surety business within the State of California.

Whenever any surety on any such bonds become insufficient, or if there is a reasonable cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the Contractor to furnish good and sufficient bond or bonds required by the terms of the contract. Thereafter, no payment will be made upon such contract to the Contractor or any assignee of the Contractor until such further bond or bonds or additional surety has been furnished.

As a condition precedent to the completion of this contract, the Contractor shall furnish a Defective Material and Workmanship Bond (warranty bond), from a surety company acceptable to the Engineer, and payable to the City of Albany, in a sum not less than ten percent of the total final construction contract price. This warranty bond shall cover a period of one year from and

after the completion of the work, to protect the City against the results of defective material, workmanship, or equipment, which become apparent during that time. This warranty bond shall be delivered to the Engineer before the acceptance by the City Council.

The Contractor shall warrant the quality of the Work, in accordance with the terms of the Contract Documents, for the "Warranty Period." The Warranty Period shall be a one-year period (unless a longer period of time is specified in the Contract Documents) commencing on the date all work is complete, as mutually agreed upon by the Engineer and the Contractor. Unless otherwise agreed upon by both the Contractor and Engineer, the date of completion is the Council Acceptance date.

In the event that (during the Warranty Period) any portion of the Work is determined by the Engineer to be defective as a result of an obligation of the Contractor under this Agreement, the Contractor shall be in default.

## **SECTION SP-4 SCOPE OF WORK (SECTION 4)**

### **4-01 DESCRIPTION OF WORK**

The work to be done in general consists of mobilization, traffic control, water pollution control program, potholing, hot mix asphalt (HMA), cold planing, pulverization and grading, quicklime/cement soil treatment, removal and replacement of concrete curb and gutter, sidewalk, and curb ramps, lowering and adjustment utility covers to finish grade, constructing and installing drainage pipes, curb inlets and junction boxes, and removal and replacement of striping and pavement markings and all other work shown on the Plans and as specified in these Special Provisions.

### **4-02 CHANGED QUANTITY PAYMENT ADJUSTMENTS (9-1.06)**

If the total pay quantity of any item of work required under the contract varies from the Engineer's Estimate, payment will be made for the quantity of work of said item performed at the contract unit price therefor, unless eligible for adjustment pursuant to Section 9-1.04, "Work-Character Changes."

### **4-03 INCREASES OF MORE THAN 25 PERCENT (9-1.06B)**

The provisions of this section shall not apply.

### **4-04 DECREASES OF MORE THAN 25 PERCENT (9-1.06C)**

The provisions of this section shall not apply.

## **SECTION SP-5 CONTROL OF WORK (SECTION 5)**

### **5-01 EXCAVATION SAFETY (7-1.02K(6)(b))**

OSHA permit will be required for all trench excavations 5 feet or more in depth. OSHA permit will also be required for excavations less than 5 feet in depth if the Engineer deems it necessary for safety reasons due to the unstable nature of soils to be trenched. Contractor will obtain all necessary permits per Section 7.04 of the Special Provisions.

### **5-02 CONTRACT COMPONENTS (5-1.02)**

In case of any conflict between contract documents, the following order shall be used in determining which document governs over another document or other documents:

- A. Agreement.
- B. These Special Provisions.
- C. All Bidding Documents, as amended by Addenda.
- D. Project Plans
  - 1. Specific notes govern over all other notes and all other portions of the Plans.
  - 2. Large scale drawings govern over small scale drawings.
  - 3. Figured or numerical dimensions govern over dimensions obtained by scaling.
- E. City Standard Plans.
- F. State Standard Plans.
- G. State Standard Specifications.

### **5-03 REPRESENTATIVE (5-1.16)**

Replace the first paragraph with the following:

*The Prime Contractor shall designate in writing before starting work, an authorized representative who shall have the authority to represent and act for the Prime Contractor. The authorized representative shall be an employee of the Prime Contractor's organization and shall be shown on the Prime Contractor's payroll. The Prime Contractor will not be allowed to designate a Subcontractor as the authorized representative.*

Failure of the authorized representative to be present at the job site at all times when work is in progress on the contract will be considered as failure on the part of the Prime Contractor to perform a provision of the contract, and as such, the Resident Engineer may, in accordance with Section 8-1.05, "Temporary Suspension of Work," suspend all work until such time as satisfactory arrangements have been made to have an authorized representative on the job site at all times when work is in progress. No additional compensation or additional working days will be allowed due to the suspension. The days on which the suspension is in effect shall be considered working days if such days are working days within the meaning of the definition set forth in Section 8-1.06, "Time of Completion."

The Contractor Representative shall be authorized by the Contractor to sign, send, and receive all notices contemplated or required by the Contract Documents. The Contractor shall, at all times, keep the Engineer informed in writing of the name and telephone number of the Contractor Representative. The Contractor shall, at all times, keep the Engineer informed in writing of the names and telephone numbers of all subcontractors performing the Work.

#### **5-04 DIFFERING SITE CONDITIONS (4-1.06)**

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall no later than five (5) working days from discovery of the differing site condition notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Engineer will investigate the conditions, and, if the Engineer determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of his/her determination whether or not an adjustment of the contract is warranted.

No contract adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

No contract adjustment will be allowed under the provisions specified in this section for any effects caused on unchanged work.

Any contract adjustment warranted due to differing site conditions will be made in accordance with the provisions in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications, except as otherwise provided.

#### **5-05 REQUESTS FOR INFORMATION**

In the event that the contractor, subcontractor or supplier, at any tier, determines that some portion of the drawings, specifications, or other contract documents requires clarification or interpretation by the City, the contractor shall submit a Request for Information in writing to the Engineer. Requests for Information may only be submitted by the contractor and shall only be submitted on the Request for Information form provided by the City. Each Request for Information shall be dated and numbered sequentially starting with the number 1. The contractor shall clearly and concisely set forth the issue for which clarification or interpretation is sought and why a response is needed from the City. In the Request for Information the contractor shall set forth their interpretation or understanding of the requirement along with reasons why they have reached such an understanding.

- A. The City will review all Requests for Information to determine whether they are Requests for Information within the meaning of this term. If the City determines that the document is not a Request for Information it will be returned to the contractor, un-reviewed as to content, for re-submittal on the proper form and in the proper manner.
- B. Responses to Requests for Information will be issued within ten (10) working days of receipt of the request from the contractor unless the City determines that a longer period of time is necessary to provide an adequate response. If a longer period of time is determined necessary by the City, the City will, within ten (10) working days of receipt of the request notify the contractor of the anticipated response time. The ten (10) working days referred to herein will start on the date stamped received "In From Contractor" by the City and ends on the date stamped "Out to Contractor" by the City. If the contractor submits a Request for Information on an activity with ten (10) working days or less of float on the current project schedule, the contractor shall not be entitled to any time extension due to the time it takes the City to respond to the request provided that the City responds within the ten (10) working days set forth above.
- C. Responses to Requests for Information from the City will not change any requirement of the contract documents unless so noted by the City in the response to the Request for Information. In the event the Contractor believes that a response to a Request for Information will cause a change to the requirements of the contract document the contractor shall give written notice to the City stating that the contractor considers the response to be a Change Order within two working days of receipt of the response. Contractor's failure to give such written notice within two working days shall waive the contractor's right to seek additional time or cost under the Changes article of these Special Provisions.

#### **5-06 RECORD DOCUMENTS**

The Contractor shall make a record of changes during construction on one set of prints of the plans and specifications provided by the Engineer for this purpose. This set of documents shall be kept at the job site and shall be used only for marking as-built conditions. Upon completion of the project, the Contractor shall deliver these documents to the Engineer prior to the processing of the final estimate.

Full compensation for conforming to the requirements of subsection 5-06 Record Documents shall be considered as included in the contract price paid for the various bid items of work involved and no separate payments will be made therefor.

#### **5-07 DOCUMENTATION AND RECORD KEEPING**

Contractor's Project Records shall include all of Contractor's accounting records, employment records, and project work records for all employees, subcontractors, and suppliers, including: the Contract Documents, one record copy of the plans and specifications, change orders, requests for clarifications, requests for information, instructions from the City, contracts with suppliers and



subcontractors, correspondence, submittals, samples, shop drawings, invoices, receipts, vouchers, purchase orders, notes, daily logs, and memoranda relating to the Work. The Contractor's Project Records shall also include all financial information and data used by the Contractor in the preparation or support of any cost submission, including the Contractor's original bid, required for this Contract, any Change Order, claim or other request for equitable adjustment and a copy of the cost summary and information submitted to the City.

- A. **DAILY RECORDS** - The Contractor shall prepare and maintain Daily Project Records to document the progress of the work on a daily basis. Such daily records shall include a daily accounting of all labor and all equipment on the site for the Contractor and all subcontractors, at any tier. Such daily records will make a clear distinction between work being performed under Change Order, base scope work and/or disputed work. Copies of the Contractor's daily reports shall be submitted to the Project Manager within five days of the date of the report.
- B. **RECORDS OF CITY-CAUSED DELAY** - In the event that any labor or equipment is idled, solely as a result of the City's actions or inactions, the Daily Records shall record which laborers and equipment were idled and for how long. In the event that specific work activities were stopped, solely as a result of the City's actions or inactions, and labor and equipment was reassigned to perform work on other activities, the Daily Records will make a clear record of which activities were stopped and where labor and equipment was redirected to.
- C. **CONTRACTOR'S MAINTENANCE OF PROJECT RECORDS** - Contractor shall keep and preserve Project records in accordance with generally accepted accounting principles and practices consistently applied, and state law requirements. The Contractor shall also maintain all financial information and data used by the Contractor in the preparation or support of any cost submission, including the Contractor's original bid, required for this Contract, or any Change Order, claim or other request for equitable adjustment, and a copy of the cost summary or information submitted to the City. During performance of the Work, Contractor shall keep all of Contractor's Project records in a secure location at the Project Site. After completion of the Work, Contractor shall maintain the Project records for no less than four years after final completion of the Work.

#### **5-08 AUDIT BY THE CITY**

All of Contractor's Project Records, as identified in Special Provisions Section 5-07, shall be made available to the City (including agencies and entities designated by the City), and the Contractor shall provide copies of the Contractor's records upon request by the City. The City's representatives shall have access upon twenty-four (24) hours advanced written notice, at all times during normal business hours, to all such books, records, documents, financial information, and all other evidence for the purpose of inspection, audit, and copying. The Contractor shall, at no cost to the City, provide proper facilities for such access, inspection and copying purposes.

The Contractor agrees to make the provisions of Section 5-07 “Documentation and Record Keeping” applicable to this Contract, and all Change Orders, claims or other requests for equitable adjustment affecting the Contract time or price. The Contractor agrees to include the provisions of this Section in all subcontracts and sub-subcontracts or purchase orders, at any tier, and make this Section applicable to all subcontracts, at any tier, in excess of \$10,000 and to make the provisions of this Section applicable to all Change Orders, claims, and other requests for equitable adjustment related to project performance.

Audits conducted under this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency. The Contractor agrees to the disclosure of all information and reports resulting from access to records under the provisions of this Section, to the City and other affected agencies.

This right of access Section applies to all financial records pertaining to this Contract and all Change Orders and claims. In addition, this right of access applies to all records pertaining to all contracts, Change Orders and Contract Amendments:

- A. To the extent the records pertain directly to Contract performance;
- B. If there is any indication that fraud, gross abuse, or corrupt practices may be involved;
- C. If the Contract is terminated for default or convenience.

Access to records is not limited to the required retention periods. The authorized representatives of the City shall have access to records at any reasonable time for as long as the records are maintained.

#### **5-09 CORRECTION OF DEFECTIVE WORK**

Contractor shall perform the Work to the satisfaction of the Engineer. In determining whether the Work conforms to the requirements of the Contract Documents, the Engineer may require special inspection or testing of the Work. If the Engineer determines that all or a portion of the Work does not conform to the requirements of the Contract Documents, the Engineer will issue a Non-Conformance Notice in writing to the Contractor. Such Notice shall record the fact that, in the opinion of the Engineer, the work has been determined to be defective or not in compliance with the Contract requirements.

Payment will not be made on any portion of the work for which a Non-Conformance Notice has been issued and the work not corrected to the satisfaction of the Engineer.

- A. Upon receipt of a Non-Conformance Notice the contractor shall provide a written Response to Non-Conformance Notice within five (5) working days after receipt of the Notice. To the contractor's response shall detail either:
  - 1. Why they believe that the work was performed in accordance with the contract documents, or

2. What corrective action they intend to take, at their sole expense, to correct the non-conforming work.
- B. If the contractor disputes issuance of the Notice, the Engineer has five (5) working days in which to respond by either:
1. Withdrawing the Notice of Non-Conformance, or
  2. Directing the contractor to correct Defective Work, and to replace, repair, or restore to the City's satisfaction any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of Defective Work or the correction of Defective Work.
- C. Such determination by the Engineer shall be final and conclusive of the matter. If directed to correct the work, the contractor shall do so within five (5) working days after receipt of such direction from the Engineer, or such other time as may be agreed to with the Engineer. If the Contractor believes that this determination is in error, he shall nevertheless, proceed promptly to repair or replace the work, as directed, keeping separate track of the costs of such repair or replacement. The Contractor may submit a request for equitable adjustment for such costs under the provisions of the Disputes Clause (Section 9-10) of these Contract Documents.

#### **5-10 ACCEPTANCE OF DEFECTIVE WORK**

Notwithstanding the provisions of Section 5-09, the City shall have the option per 4-1.03 of the Standard Specification, at its sole discretion and by notice to Contractor, to accept Defective Work instead of requiring its removal or correction, in which case the Contract Amount shall be reduced by an amount equal to the difference between: (a) the value to the City such Work would have had were it complete, correct, and in conformity with the Contract Documents and (b) the value to the City of such Defective Work. Such option shall be exercised solely by notice to Contractor and shall not be implied from any act or omission by the City or the Engineer. If the remaining payments and retention are insufficient to cover the amount of the reduction of the Contract Amount, Contractor shall promptly pay to the City the amount of any such deficiency.

#### **5-11 UNCOVERING OF WORK**

If a portion of the Work is covered prior to inspection by the City (contrary to Engineer's request or direction, or contrary to the requirements of the Contract Documents), the Contractor shall, if required in writing by Engineer, uncover the Work for the Engineer's observation, and replace the Work at Contractor's expense without adjustment of the Contract Time or the Contract Sum.

If a portion of the Work has been covered, which is not required by the Contract Documents to be observed or inspected prior to its being covered and which the Engineer has not specifically requested to observe prior to its being covered, the Engineer may request to see such Work and it shall be uncovered and replaced by Contractor. If such Work is in accordance with the Contract Documents, the costs of uncovering and replacing the Work shall be added to the Contract

Amount by Change Order; and if the uncovering and replacing of the Work results in an Excusable Delay or a Compensable Delay, an appropriate adjustment of the Contract Time shall be made by Change Order. If such Work is not in accordance with the Contract Documents, Contractor shall pay such costs and shall not be entitled to an adjustment of the Contract Time or the Contract Amount.

## **5-12 COORDINATION WITH OTHER ENTITIES**

Other contractors or entities may perform work at or near the job site at any time, including utility agencies lowering their facilities (main line, utility covers, and services) prior to the construction of pavement improvements for this project. There may be other City projects that are adjacent to or will directly interface with the work in this contract. The construction timing of the other projects and work performed by other utilities agencies has yet to be determined but for this contract the contractor shall assume that work performed by other entities will coincide with the construction of this project. Known project facilities owned by other entities on Adams Street will include the following utility agencies:

- Pacific Gas and Electric (PG&E)
- East Bay Municipal Utility District (EBMUD)

The Contractor shall coordinate their schedule as required in Section 8-05 “Schedule” of these Special Provisions with the project schedules of other City projects when they become available. The Contractor shall not claim and delays due to coordinate with work performed by other entities. Each contractor or other entity performing work at or near the job is responsible to the other damage to work, person, or property, and for costs due to unnecessary delays.

Project delays and all costs associated with the delay due to the contractor’s failure to coordinate the work with other contractors or entities shall be at the Contractor’s expense without adjustment of the Contract Time or the Contract Sum.

## **5-13 PAYMENT**

Full compensation for Control of Work shall be considered as included in the contract price paid for the various bid items of work involved and no separate payment will be made therefor.

## **SECTION SP-6 CONTROL OF MATERIALS (SECTION 6)**

### **6-01 CERTIFICATES OF COMPLIANCE (6-3.05E)**

Where specifically required by the Standard Specifications or by these Special Provisions the Contractor shall furnish certificates of compliance. The Contractor shall provide one set of delivery tags at the end of each day to the inspector for all materials incorporated into the work.

### **6-02 COMPACTION TESTING**

Add the following to Section 6-3, "Quality" of the Standard Specifications:

The Engineer or his/her designated representative will conduct compaction tests to determine compliance with the provisions of these specifications. Compaction tests will be performed at intervals and at depths necessary for determining compliance with the compaction requirements of the Technical Provisions and as shown on the plans. If the material as placed does not meet the compaction requirements, the Contractor shall re-compact the material or remove, replace and re-compact. New compaction tests will be taken on the re-compacted material until compaction requirements are met. All such repeated compaction tests will be performed at the cost of the Contractor.

### **6-03 SUBMITTALS**

The Contractor shall provide a complete list of submittals required by the Standard Specifications and these Special Provisions at the preconstruction conference.

Submittals shall be made in advance of the planned incorporation of the materials into the work. The Contractor shall provide electronic copies of the following materials submittals to the Engineer and shall allow the Engineer seven (7) working days to review the submittals and respond to the Contractor. The Contractor shall submit sufficient information, specifications, and product data including special provision section, the vendor's name, the manufacturer's name if different from the vendor's, trade name, and model number or code for each product to demonstrate compliance with the project requirements. The Contractor shall resubmit additional or revised information as may be required by the Engineer in a like manner. No material shall be used in the work until written acceptance of the submittal has been made by the Engineer.

All submittals, including submittals from subcontractors, shall be transmitted by the prime Contractor.

The Contractor shall submit the following submittals to the Engineer 5 days prior to the preconstruction conference:

1. Detailed project schedule in Critical Path Method (CPM) format (Hardcopy at Preconstruction Meeting; Weekly Updates in Electronic Format)
2. Traffic Control Plan

3. Traffic Control Supervisor's Proof of Certification
4. Water Pollution Control Program (WPCP)
5. Sample "Door Knob" Type Notification to Businesses, Residence and Agencies
6. Emergency Contracts and Phone Numbers
7. Location of proposed staging/storage areas
8. FDR Mix Design
9. Job Mix Formula (within the last 12 months) for HMA
10. Quality Control Plan for HMA Paving
11. Tack Oil
12. Concrete Mix Designs for General and Heavy Vehicular Facilities
13. Detectable Warning Surface
14. Aggregate Base
15. Traffic Striping, Pavement Markings and Raised Pavement Markers
16. Drainage Pipe and/or Drain Tubes

#### **6-04 REQUEST FOR SUBSTITUTION OF MATERIALS**

Pursuant to California Public Contract Code Section 3400, the City shall not limit the bidding, directly or indirectly, to any one specific concern. Whenever any particular material (for the purpose of this section, the term "material" includes any product, thing, equipment, or service) is indicated in the Contract Documents by patent, proprietary or brand name, or by name of manufacturer, such wording is used for the purpose of facilitating its description and shall be deemed to be followed by the words "or equal." A listing of materials is not intended to be comprehensive, or in order of preference.

Unless Contractor submits a request for substitution of "equal" materials in accordance with the requirements of the Contract Documents, and unless the City approves the substitution, the Contractor shall furnish and install the specified materials for the Contract Amount.

Contractor shall, at its expense, furnish data, which substantiates that the requested substitute material is "equal" to the materials identified in the Contract Documents. The Contractor shall, at its expense, have the material tested as required by the Engineer to determine that the quality, strength, physical, chemical, or other characteristics, including durability, finish, efficiency, dimensions, service, and suitability are such that the requested substitute material will fulfill its intended function, and will sufficiently match other materials in use by the City on public improvements either completed or in the course of completion.

Test methods shall be subject to the approval of the Engineer. Test results shall be reported promptly to the Engineer, who will evaluate the results and determine if the requested substitute material is equal.

All data and test results submitted by Contractor in substantiation of the requested substitute material shall be submitted to the Engineer no later than fifteen calendar days prior to the earlier of: (a) the date on which Contractor is required to order the material in accordance with the Project

Schedule; or (b) the date on which Contractor is required to submit shop drawings or submittals regarding the material to the City, in accordance with the Project Schedule.

Within fifteen calendar days after the Contractor submits all substantiation of the offer, the Engineer shall either: (a) issue a written determination to the Contractor, as to whether or not the requested substitute material may be used in the performance of the Contract Documents; or (b) if the Engineer fails to issue a written determination within fifteen calendar, the requested substitute material shall be deemed rejected. If the Engineer determines that the substitute material may be used, he will issue a Change Order to the Contractor for such use on the project. The Engineer's determination shall be final. The Contractor shall not order, install or use the substitute material unless and until approved by Change Order.

If a requested substitute material is not found to be equal to the material specified in the Contract Documents, Contractor shall furnish and install the specified material at the Contract Amount.

Contractor shall not be entitled to an extension of Contract Time resulting from a request for a substitution of materials.

#### **6-05 SHOP DRAWINGS AND SUBMITTALS**

Contractor shall submit shop drawings and submittals, subject to the approval of the Engineer, in accordance with the requirements of the Technical Specifications.

The Contractor shall submit four copies of all shop drawings, and other submittals, except that two copies of samples may be submitted. These shall bear a stamp or specific written statement that the Contractor has satisfied its responsibilities under the Contract Documents with respect to the review of the submittal. All submittals shall be identified clearly as to materials, supplier, pertinent data such as catalog numbers and the use for which intended, as the City may require. The data shown on the shop drawings, samples, or other submittals shall be complete with respect to quantities, dimensions, specified performance, design criteria, materials and similar data to enable review of the information by the City.

The Contractor shall submit all shop drawings, samples and other submittals required by the Contract Documents to the City with such promptness as to cause no delay in the work.

Before submission of each shop drawing, sample or other submittal, the Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed and coordinated each shop drawing sample or other submittal with each other and with the requirements of the Contract Documents and the work.

At the time of each submission, the Contractor shall give the City **SPECIFIC WRITTEN NOTICE OF EACH VARIATION** that the shop drawings, samples or other submittals may have from the requirements of the Contract Documents and, in addition, shall cause a specific notation of each such variation to be made for each shop drawing, sample and other submittal.

Review of shop drawings, samples or other submittals by the City or any party acting on the City's behalf shall not relieve the Contractor from responsibility for any variation from the requirements of the Contract Documents unless the Contractor has in writing called the Engineer's attention that the variation at the time of submission as required and the Contractor has received written acknowledgement of each such variation incorporated into or accompanying the approval of each shop drawing, sample or other submittal. **No review by the City or parties acting on behalf of the City shall relieve the Contractor from responsibility for errors or omissions in the shop drawing, sample or other submittal.**

The City will endeavor to have the shop drawings, samples or other submittals reviewed and returned to the Contractor, with a written indication of approval or the reason for rejection, not later than 28 days after the date of submission to the City.

The Contractor shall make at its own expense any corrections to the shop drawings, samples or other submittals that are required by the City and the Contractor shall resubmit the required number of corrected copies. The Contractor shall indicate in writing on each resubmittal any revisions other than or in addition to the corrections required in the previous submittals.

Where a shop drawing, sample or other submittal is required by the Contract Documents, any related work performed prior to the review, approval, and return to the Contractor of the pertinent submittal shall be at the sole risk, expense and responsibility of the Contractor.

Shop drawings, samples and other submittals, in any part, in any form or in any stage of review or approval shall not constitute Contract Documents or parts thereof.

#### **6-06 RECYCLING OF MATERIALS AND REPORTING OF RECYCLED OR RE-USED MATERIALS**

The City of Albany encourages all contractors and subcontractors working within the boundaries of the City of Albany to recycle or re-use materials created from City of Albany contract work.

The Contractor shall complete the "City of Albany Recycling Report" form (Appendix B) for all materials recycled or re-used on the project by either the Contractor's own forces or Sub-Contractor's forces. The Contractor shall specify if the materials were reused on the project, recycled to another project site, or if they were transported to a recycling facility for asphalt or concrete recycling.

The complete form shall be submitted to the Engineer prior to acceptance of the project.

The City makes no guarantee that any materials are recyclable or reusable. No additional compensation will be allowed to the Contractor if materials are found to be not recyclable or reusable.

#### **6-07 PAYMENT**



Full compensation for Control of Materials shall be considered as included in the contract price paid for the various bid items of work involved and no separate payment will be made therefor.

## **SECTION SP-7 LEGAL RELATIONS AND RESPONSIBILITY (SECTION 7)**

### **7-01 TRENCH SAFETY (7-1.02K(6)(b))**

At the pre-construction conference, the Contractor shall submit, if applicable, a copy of his/her annual trench and/or excavation permit issued by the State Division of Occupational Safety and Health. Attention is directed to Section 6705 of the Labor code concerning trench excavation safety plans.

### **7-02 HAZARDOUS WASTE IN EXCAVATION**

If the Contractor encounters material in excavation that he/she has reason to believe may be hazardous waste, as defined by Section 25117 of the Health and Safety Code, he/she shall immediately so notify the Engineer in writing. Excavation in the immediate area of the suspected hazardous material shall be suspended until the Engineer authorizes it to be resumed. If such suspension delays the current controlling operation, the Contractor will be granted an extension of time as provided in Section 8-1.07, "Liquidated Damages," of the Standard Specifications.

If such suspension delays the current controlling operation more than 2 working days, the delay will be considered a right-of-way delay and the Contractor will be compensated for such delay as provided in Section 8-1.09, "Right-of-Way Delays," of the Standard Specifications

The City reserves the right to use other forces for exploratory work to identify and determine the extent of such material and for removing hazardous materials from such area.

### **7-03 NOISE CONTROL (14-8.02)**

The noise level from the Contractor's operations, between the hours of 8:00 a.m. and 5:00 p.m., shall not exceed 65 dBA at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

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

### **7-04 PERMITS AND LICENSES (7)**

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary to the due and lawful prosecution of the work. The one exception is that there will be no fee charged for a City of Albany Encroachment Permit. Contractor and all Subcontractors must possess a valid City of Albany business license and provide a copy to Engineer.

Contractor shall pay all license fees and royalties related to or necessary for the Work and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of

any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others.

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

#### **7-05 OCCUPATIONAL SAFETY AND HEALTH STANDARDS (7-1.02K(6))**

All construction personnel shall wear orange colored safety vests during working hours unless otherwise approved by the Engineer.

The Contractor shall provide temporary toilet facilities at the site, which shall be maintained in a sanitary condition at all times.

Contractor shall not unreasonably encumber the Project site with materials or equipment. Contractor shall, during performance of the Work, keep the Project site and surrounding area free from the accumulation of excess dirt, waste materials, and rubbish caused by Contractor. Contractor shall remove all excess dirt, waste material, and rubbish caused by the Contractor; tools; equipment; machinery; and surplus materials from the Project site and surrounding area at the completion of the Work.

Contractor shall establish a system for daily collection and disposal of waste materials from construction areas and elsewhere on the site. Contractor shall handle waste materials that are hazardous, dangerous, or unsanitary separately from inert waste by containerizing appropriately. Burning or burying of waste materials on site will not be permitted.

#### **7-06 AIR POLLUTION CONTROL (14-9.02A)**

Contractor shall report in writing to the Engineer, to the Air Pollution Control District, and to the Regional Office of the Environmental Protection Agency any discharge of smoke, dust, or any other air contaminants which are a violation of any applicable legal requirement. Contractor shall take all steps necessary to minimize the impact of adverse odors upon adjacent properties.

#### **7-07 WASTEWATER**

Wastewater sewage flows shall not be interrupted. Should Contractor disrupt existing sewer facilities, Contractor shall immediately notify the Engineer, and the Contractor shall establish a plan, subject to the approval of the City, to convey the sewage in closed conduits and disposed of in a sanitary sewer system. Sewage shall not be permitted to flow in trenches or be covered by backfill.

#### **7-08 TEMPORARY LIGHT, POWER, AND WATER**

Contractor shall at its own expense, furnish, install, maintain, and remove all temporary light, power, and water, including piping, wiring, lamps, and other equipment, necessary for the Work.

Contractor shall not draw water from any fire hydrant, except to extinguish a fire, without first obtaining permission from the Engineer and the applicable water agency.

#### **7-09 WATER POLLUTION CONTROL**

Contractor shall exercise every reasonable precaution to protect channels, storm drains, and bodies of water from pollution and shall conduct and schedule its operations so as to minimize or avoid muddying and silting of said channels, drains, and waters. Water pollution control work shall consist of construction of those facilities which may be required to provide prevention, control, and abatement of water pollution. The Contractor shall report in writing to the City, the Regional Water Quality Control Board, and to the Regional Office of the Environmental Protection Agency, any violation of any applicable legal requirement.

#### **7-10 DRAINAGE AND EROSION CONTROL**

Contractor shall maintain drainage within and through the Work areas. Earth dams will not be permitted in paved areas. Temporary dams of sandbags, asphaltic concrete or other acceptable materials will be permitted when necessary to protect the Work, provided their use does not create a hazard or nuisance to the public. Such dams shall be removed from the site as soon as their use is no longer necessary.

#### **7-11 PUBLIC NOTIFICATION**

The Contractor shall provide all public notification, written or otherwise, to ensure public convenience and public safety as specified herein and in the Standard Plans, and as directed by the Engineer.

Provide written notification to the public, local residents, local utility companies and any other persons or agencies affected by this project. Notification shall be provided by the Contractor relating to, but not limited to, the following items:

- a) General information
- b) Traffic delays and alternate routes
- c) Temporary relocation of bus stops
- d) Driveway closures
- e) Adjustment of utilities
- f) No Parking
- g) Street pulverization, grinding, cement/lime treatment, and paving

The Contractor shall provide to the Engineer for approval, a copy of the proposed written notification or “Door Hanger” prior to delivery. The Contractor shall provide a copy of the Door Hanger as delivered, as well as a list of all recipients of such notification. Door Hangers are to be distributed 72 hours in advance to residents potentially affected by any work activity. Failure to distribute door hangers with the proper notification shall be sufficient cause for the Engineer to suspend all work until such notices are distributed. The Contractor shall maintain an updated

and chronological record at the job site of all written notifications along with a list of the recipients. Such records shall be made available upon request by the Engineer.

The Contractor shall post temporary “No Parking” signs in existing parking areas in the public right-of-way directly impacted by the current construction at least 72 hours in advance. The Contractor shall notify the Albany Police Department 24 hours prior to posting the signs.

**If construction activities on any street go dormant for more than (5) calendar days, all affected residents on each street will require re-notification by Door Hanger, and “No Parking” signs will require reposting. Failure to distribute new notifications and repost “No Parking” signs shall be sufficient cause for the Engineer to suspend all work until such notices are distributed and signs posted.**

#### **7-12 PUBLIC CONVENIENCE (7-1.03)**

No work will be allowed on Saturday, Sunday, or legal City holidays, unless shown on the plans, specified in these Special Provisions or approved by the Engineer. At the pre-construction meeting, the contractor will be given a list of City Holidays.

The portion of the traveled way open to public traffic shall remain open and shall be free of any obstructions.

Temporary access to residences shall be provided by the Contractor at all times except when temporary closure is authorized by the Engineer.

The Contractor shall be responsible for investigating and accommodating the specific access needs of the residents whose driveways are impacted by the Contractor’s daily construction activity.

Temporary closure of driveways may be allowed subject to the advance written approval of property owners and by the Engineer. However, in no case shall a driveway remain closed for more than 6 hours unless otherwise authorized by the Engineer. Prior to closure of driveways, the Contractor shall coordinate and notify the property owner or resident at least twice of such closure. Closure notices shall be given to the property owner/resident 24 hours and one hour prior to each closure. It is the Contractor's responsibility to assess and accommodate all property owners' specific needs for driveway access.

Pedestrian access facilities shall be provided through construction areas at all times. If the Contractor's operations require closure of walkways, adequate pedestrian directional signs shall be provided and maintained. At the end of each working day or until the pedestrian walkways are permanently restored, temporary asphalt concrete (4'-0" minimum width) or trench steel plate walkways shall be provided and maintained. The temporary walkway surfacing shall be skid resistant and free from irregularities.

### **7-13 PUBLIC SAFETY (7-1.04)**

The Contractor shall provide for the safety of traffic and the public in accordance with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications and these Special Provisions.

The Contractor shall have a Traffic Control Plan prepared for each street and for each stage of construction and when requested by the Engineer for any specific construction activity. The Traffic Control Plan shall be prepared by a person who is certified by either the Institute of Transportation (ITS), the American Traffic Safety Services Association (ATSSA), the International Municipal Signal Association (IMSA) or the State of California Department of Transportation (Caltrans) as having successfully completed training in the design and operation of work zone traffic control.

Along with the Traffic Control Plan, the Contractor shall submit the designer's Certification. Work shall not proceed without the Engineer's advance approval of the Traffic Control Plan for the work attempted.

The Contractor shall maintain a minimum of one ten (10) foot lane of traffic, flagger controlled, open to the public at all times while work in progress. Traffic lanes may be temporarily shifted only during the hours of work. All original traffic lanes must be restored at the end of each work day. The Contractor shall include in the Traffic Control Plan discussed above a plan for temporarily shifting lanes while maintaining one lane of traffic open in each direction.

When construction work is adjacent to a lane carrying public traffic, and when the construction grade is more than 0.25 feet below the existing pavement surface, the construction grade shall conform to the existing pavement surface at a 4:1 slope or flatter to provide for public safety. The material used for this slope shall be completely removed before the structural section is constructed to allow proper placement and compaction of the structural section material.

The Contractor shall install temporary railing (Type K) between any lane carrying public traffic and obstacle or storage area when the following conditions exist:

(a) Temporarily Unprotected Permanent Obstacles.--Whenever the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or whenever the Contractor, for his convenience and with the permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.

(b) Storage Areas - Whenever material or equipment is stored within 12 feet of the lane and such storage is not otherwise prohibited by the specifications.

Except for installing, maintaining and removing traffic control devices, whenever work is performed, or equipment is operated in the following work areas the Contractor shall close the adjacent traffic lane unless otherwise provided in the specifications:

Approach of speed of public traffic

**Posted Limit  
(Miles per Hour)**

**Work Areas**

Over 45	Within 12 feet of traffic lane, but not on a traffic lane
25 to 45	Within 5 feet of a traffic lane, but not on a traffic lane

No stockpiling in the street is allowed.

All vehicles involved in the Contractor's operations shall turn around only at public street intersections. Driveways and other private properties shall not be used unless authorized in writing by the property owner(s). A dated copy of the written consent shall be delivered to the Engineer prior to the use of private driveways or properties.

Portable delineators may be used as barriers during daylight hours only. When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

In Section 7-1.09, "Public Safety" of the Standard Specifications, second paragraph from the top, add the following:

If the Contractor refuses or fails to furnish and install the necessary warning devices and take protective measures in a timely manner, the Engineer, with or without notice to the Contractor, may provide suitable warning or protection by causing such work to be done and such materials to be furnished. The cost and expense of such work and materials so furnished shall be borne by the Contractor; and if the same is not paid for on presentation of the bills therefor, then such costs will be deducted from any monies due or to become due to the Contractor. The performance of such work under the direction of the Engineer shall in no way relieve the Contractor from any damages which may occur during or after such precaution has been taken by the Engineer.

**7-14 USE OF EXPLOSIVES**

Use of explosives will not be allowed.

**7-15 INDEMNIFICATION AND INSURANCE (7-1.05) & (7-1.06)**

**A. Insurance – General**

All insurance policies shall bear an endorsement, or shall have attached a rider, whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason

whatsoever, the City shall be notified by registered mail not less than 30 days before expiration or cancellation is effective.

At the time of execution of the contract, the Contractor shall, at the Contractor's own expense, procure and maintain in full force and effect at all times during the prosecution of the work and for the duration of the warranty period specified in Section SP 2-04 of these Special Provisions, Worker's Compensation Insurance, Commercial General Liability Insurance and Course of Construction Insurance, as follows:

A policy covering the full liability of the contract, to any and all persons employed by him/her directly or indirectly in or upon said work, or their dependents, in accordance with the provisions of the Labor Code of the State of California relating to Worker's Compensation and Insurance.

A policy for "all risk" construction in an amount sufficient to cover all work performed in accordance with the Contract Documents.

A policy of commercial liability insurance naming the City of Albany, the City Council, its servants, agents, and employees, as additional insured, against all loss from liability, contingent or otherwise, for injury to, or death of, any person or persons or damage to real or personal property, arising in or by reason of, or in connection with, the performance of the work herein contemplated and agreeing to defend against all claims, demands, actions, or legal proceedings made or brought by any person by reason of any such injury, death, or damage and to pay all judgments, interests, costs, legal and other expenses arising out of or in connection therewith. One insurance policy shall cover all risks on the work.

Coverage shall not extend to any indemnity coverage for the active negligence of the additionally insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of section 2782 of the Civil Code.

The policy mentioned in this section shall be issued by an insurance carrier satisfactory to said City and shall be delivered to the City at the time of delivery of such contract. In lieu of actual delivery of such policies, certificate(s) issued by the insurance carrier showing such policies to be in force for the period covered by the contract may be delivered to the City. Such policies and such certificate(s) shall be of a form approved by the City Attorney of said City. Should any policy be canceled before final completion of the work herein contemplated and the Contractor shall fail to immediately procure other insurance as herein required, then the City may procure such insurance and the cost of such insurance shall be deducted from any monies due the Contractor.

**B. Liability Insurance**

The Contractor shall furnish the City a policy or certificate of liability insurance in which the City, its officers, and employees, are named as an additional insured with the Contractor. Notwithstanding any inconsistent statement in the policy or any subsequent endorsement attached thereto, the City, its officers, and employees, shall be named as an additional insured covering all operations of the Contractor, whether liability is attributable to the Contractor or the City.



The Contractor shall file with the City a satisfactory "blanket coverage" policy of insurance. The policy shall insure the City, its officers, and employees, while acting within the scope of their duties, against all claims arising out of or in connection with the work. The policy shall provide the following minimum limits:

Bodily Injury & Property Damage . . . . . \$2,000,000 CSL

In those situations, where the City, its officers, and employees, are named additional insured with the Contractor, the insurance coverage provided by the Contractor, in accordance with these Specifications, shall be the primary coverage and no other coverage available to City shall be called upon to respond until the limits provided by the Contractor have been exhausted. Contractor shall provide City with evidence of its inclusion in Contractor's insurance, as required by the Specifications, by providing to City a Certificate of Additional Insured Endorsement (ISO Form CG 20 10 11 85).

Except as provided for in Section 7-1.15 of the Standard Specifications, the Contractor shall save, keep, and hold harmless the City, its officers, and employees, from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property, or of personal injury received by reason of or in the course of performing work, which may be occasioned by any willful or negligent act or omission of the Contractor, any of the Contractor's employees, or any subcontractor. The City will not be liable for any accident, loss, or damage to the work prior to its completion and acceptance, except as provided for in Section 7-1.08 of the Standard Specifications.

**C. Automobile Liability Insurance**

The Contractor shall carry automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The primary limits of liability shall be not less than \$1,000,000 combined single limit each accident for bodily injury and property damage.

The contractor shall submit an additional insured form that is similar in nature to the one submitted for general liability which includes a policy or certificate of automobile liability insurance in which the City, its officers, and employees, are named as an additional insured with the Contractor.

**D. Worker's Compensation Insurance.**

The Contractor's attention is directed to the certification required for Worker's Compensation under the provisions in Section 3700 of the Labor Code.

Before execution of the contract by the City Council, the Contractor shall file with the Engineer the following signed certification:

*"I am aware of the provisions of Section 3700 of the Labor Code which required every employer to be insured against liability for Worker's Compensation or to undertake self-*

*insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."*

The form attached in the bid documents shall be executed by the Contractor and submitted with the bid.

The Contractor shall also comply with Section 3800 of the Labor Code by securing, paying for, and maintaining full force and effect for the duration of the contract, complete Worker's Compensation Insurance, and shall furnish a Certificate of Insurance to the Engineer before execution of the contract. The City, its officers or employees, will not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this paragraph.

All compensation insurance policies shall bear an endorsement, or shall have attached a rider, whereby it is provided that, in the event of expiration of proposed cancellation of such policies for any reason, whatsoever, the City shall be notified by registered mail not less than 30 days before expiration or cancellation is effective.

**E. Qualifications of Insurer's**

All insurance companies providing coverage to Contractor shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, and shall have an A.M. Best's rating of not less than "A:VII."

**7-16 ASSIGNMENT AND DELEGATION**

The Contract Documents, and any portion thereof, shall not be assigned or transferred, nor shall any of the Contractor's duties be delegated, without the written consent of the City. Any attempt to assign or delegate the Contract Documents without the written consent of the City shall be void and of no force and effect. Consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.

Pursuant to California Government Code section 4552, the Contractor shall assign to the City, all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Action (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties. The Contractor further warrants that all goods, services, and materials provided to the City in accordance with this Contract are free and clear of all liens and encumbrances.

**7-17 PAYMENT**

Full compensation for Legal Relations and Responsibilities shall be considered as included in the contract price paid for the various bid items of work involved and no separate payment will be made therefor.

## **SECTION SP-8 PROSECUTION AND PROGRESS (SECTION 8)**

### **8-01 START OF JOB SITE ACTIVITIES (8-1.04)**

It is the Contractor's responsibility to have all contracts, bonds, and insurance approved by the City before starting work. The Contractor shall begin work within 5 calendar days after receipt of the Notice to Proceed. The City acknowledges flexibility on a mutually agreeable Notice to Proceed date, considering weather, work adjacent to schools during school hours, and traffic. All work, including final striping and signage, must be completed prior to October 15, 2020.

### **8-02 HOURS OF WORK**

The Contractor's operations shall be limited to the hours between 8:00 a.m. and 5:00 p.m., unless otherwise specified in these Special Provisions, the contract plans, or approved in advance by the Engineer.

Lane closures shall be limited to the hours between 9:00 a.m. and 4:30 p.m., unless otherwise specified in these Special Provisions, the contract plans, or approved in advance by the Engineer.

### **8-03 ORDER OF WORK**

When required by the special provisions or plans, the Contractor shall follow the sequence of operations as set forth therein.

All concrete improvements must be completed prior to the start of street improvement construction.

Street grinding or pulverization must start no earlier than July 15, 2020.

All work including final striping and signage must be completed prior to October 15, 2020.

The Contractor shall coordinate with utility agencies listed in SP 5-12 for the lowering of utilities on Adams Street between Solano Avenue and Buchanan Street. The City has contacted these utility agencies to have their facilities relocated and not be in conflict with the improvements to be constructed for this project. Prior to commencement of pavement rehabilitation operations, which includes street grinding or pulverization, the contractor must allow for other entities and utility agencies to complete their relocation.

It is imperative that the Contractor have separate coordination meetings with other entities and utility agencies so that the start and end dates of work can be coordinated efficiently and without delays to the Contractor and utility agency. The Contractor shall also coordinate with the utility agencies and other entities regarding the traffic handling required between the work. The Contractor shall not claim any delays due to coordination with utility agencies and other entities.

## **8-04 PROJECT MEETINGS**

The Engineer may call, schedule, and conduct project meetings to be attended by the Contractor and, at the request of the Engineer, subcontractors, suppliers, and personal performing services or providing materials to the Project. Project meetings will be held weekly with the Contractor and subcontractors. Project coordination meeting with other entities listed in Section SP 5-12 may also be held.

Prior to commencement of Work, Contractor shall meet with the Engineer (and other City employees and consultants) to discuss the Construction Schedule, Schedule of Values, the Submittal Schedule, and contract administrative procedures, including: project meetings, submittal and review of invoices, and submittal and review of shop drawings, coordination with utilities and other entities performing work, and procedures for communication.

## **8-05 SCHEDULE (8-1.02)**

Contractor shall submit (at the preconstruction conference) and shall maintain (throughout performance of Work) a detailed Construction Schedule in both hardcopy and electronic formats, providing an orderly, feasible, and realistic progression of the Work to final completion within the Contract Time, and completion milestones. The Construction Schedule, and each update, shall be subject to the review and approval of the Engineer, and shall accurately reflect Contractor's actual intent and reasonable expectations regarding the sequences of activities, productivity or efficiency, expected weather conditions, completion of any activity or item of Work, delays or problems encountered or anticipated, and specified float time. In addition, the schedule must provide sufficient detail to inform residents the days in which work will be performed on their street and must include a complete list of all streets in the project. At a minimum, subject to the approval of the Engineer, the Construction Schedule shall provide sufficient detail to show the coordination of all items of work on every street for the entire duration of the project within the Contract Time. This schedule will be posted on the City's webpage and updated on a weekly basis.

The Construction Schedule shall be prepared in a critical path method network format, with critical paths clearly indicated. Each scheduled activity shall be matched with an item on the Schedule of Values. The Construction Schedule shall incorporate the Schedule of Submittals (and shop drawings). In addition to a graphic plot of the network, the Construction Schedule shall include reports sorting and listing the activities in order of increasing float, by early start dates, and by late start dates.

Contractor shall update the Construction Schedule weekly, so that it accurately reflects the progress of the Work (including all change orders), and final completion of the Work within the Contract Time.

If Contractor is not diligently proceeding with the prosecution of the Work as set forth in the Construction Schedule, Contractor shall, immediately and at no additional cost to the City, take all measures necessary, including: increasing the number of employees, or working overtime,

additional shifts, Sundays, or holidays, as may be required to ensure final completion of the Work within the Contract Time.

The City shall not be responsible for failure of the Contractor to plan, schedule and perform the Work in accordance with the Master Schedule or the Contractor's Construction Schedule, or the Contractor's failure to cooperate with other contractors, or the contractor's failure to meet scheduled completion dates or the schedule and coordinate the work of the Contractor's own subcontractors or suppliers.

No progress payment will be authorized if the contractor has not submitted and received written approval for the Construction Schedule, or if the City has suspended the contract in writing and in full.

#### **8-06 PAYMENT ADJUSTMENTS (8-1.07C)**

1. In the event Contractor seeks an adjustment of the Contract Time or the Contract Amount as the result of an Excusable Delay or a Compensable Delay, as defined herein, the Contractor shall submit a Claim in accordance with the requirements of Special Provisions Section (9-1.11C). For any delay claim, the Contractor shall have the burden of providing documentation to the satisfaction of the Engineer that there has been a delay to the critical path which caused Contractor's substantial completion of the Work to be delayed beyond the Contract Time, and that the delay is an Excusable Delay or a Compensable Delay. Contractor shall not be entitled to an adjustment of the Contract Time or the Contract Amount for: (a) an Inexcusable Delay; or (b) an interference with Contractor's early completion of Work.

The following definitions shall apply to the Contract Documents:

- A. "Excusable Delay" means any delay of the substantial completion of the Work beyond the expiration of the Contract Time caused by conditions beyond the control and without the fault or negligence of Contractor such as strikes, embargoes, fire, unavoidable casualties, unusual delays in transportation, national emergency, and abnormal stormy or inclement weather conditions. Abnormal stormy or inclement weather is defined as the ten-year average of accumulated record mean values from climatological data from the U.S. Department of Commerce National Oceanic and Atmospheric Administration for the project locale plus one standard deviation for the ten-years of data considering the full term of the contract. The financial inability of Contractor or any Subcontractor or Supplier, and any default of the Contractor or any Subcontractor or Supplier, without limitation, shall not be deemed conditions beyond Contractor's control. An Excusable Delay may entitle Contractor to an extension of the Contract Time, in accordance with Special Provisions subsection 8-1.07C but shall not entitle Contractor to any adjustment of the Contract Amount.
- B. "Compensable Delay" means any delay of the substantial completion of the Work beyond the expiration date of the Contract Time caused by the active negligence or willful acts of the City, and which delay is unreasonable under the circumstances

involved and not within the contemplation of the parties. A Compensable Delay may entitle Contractor to an extension of the Contract Time, in accordance with Special Provisions subsection 9-1.11C, and/or an adjustment of the Contract Amount, in accordance with Special Provisions subsection 9-1.11C. Except as provided herein, Contractor shall have no claim for damage or compensation for any delay, interruption, hindrance, or disruption.

- C. "Inexcusable Delay" means any delay of the substantial completion of the Work beyond the expiration of the Contract Time resulting from causes other than those listed in Special Provisions subsections 9-1.11C. An Inexcusable Delay shall not entitle Contractor to an extension of the Contract Time or an adjustment of Contract Amount.
2. Claims for Adjustment of the Contract Time for Delays: Contractor may make a Claim pursuant to Special Provisions Section 9-1.17 for an extension of the Contract Time, for an Excusable Delay or a Compensable Delay, subject to the following:
    - A. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of calendar days from the commencement of the first delay to the cessation of the delay which ends last.
    - B. If an Inexcusable Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract Time shall be the number of calendar days, if any, by which the Excusable Delay or the Compensable Delay exceeds the Inexcusable Delay.
  3. Cost of Compensable Delay: For a Compensable Delay, Contractor may make a Claim (pursuant to Special Provisions section 9-08) for an adjustment of the Contract Amount in an amount calculated in accordance with this subsection. If an Excusable Delay or an Inexcusable Delay occurs concurrently with a Compensable Delay, the maximum number of days for which Contractor will be entitled to compensation shall be the number of calendar days, if any, by which the Compensable Delay exceeds the Excusable Delay and the Inexcusable Delay.
    - A. Actual and unavoidable additional costs of labor, material, and equipment provided by Contractor at the Project site as a result of the Compensable Delay.
    - B. Actual and unavoidable additional costs incurred by Contractor for labor, material, and equipment provided by Subcontractors as a result of the Compensable Delay.
    - C. Actual and unavoidable additional wages or salaries and Fringe Benefits and Payroll Taxes of supervisory and administrative personnel provided by Contractor and Subcontractors at the Project site as a result of the Compensable Delay.
    - D. The amount of the Contractor Fee determined by applying the provisions of Special Provisions Section 9-11.F to the sum of the items set forth in this subsection 8-06.3.

4. Time Impact Analysis: When the Contractor experiences delays and a time extension is requested, the Contractor shall submit to the Owner, a written Time Impact Analysis illustrating the influence of all changes or all delays on the current project completion date. Each claimed delay shall be identified as “Excusable,” “Compensable” or “Inexcusable.” The time impact analysis shall be constructed on an As-Built Schedule Analysis approach.

The As-Built Schedule that is created will incorporate all actual start and finish dates, actual durations of activities, actual sequences of construction (referred to as the As-Built Logic) current as of the time the Time Impact Analysis is performed. This Time Impact Analysis shall incorporate all delays (including Owner, Contractor and third party delays without exception) in the time frame that they actually occurred with actual logic ties. The As-Built Schedule data shall be obtained from the most recent approved monthly schedule update. The As-Built Schedule shall be created as an early start schedule with the actual start and finish dates coinciding with the early start and finish dates from the most recent approved monthly schedule update. The As-Built Schedule shall show the original activity durations equal to the actual duration and the actual logic driving all activities. The Owner will validate this As-Built Schedule. All requests for time extension shall be based upon an analysis of this As-Built Schedule. The critical path will be established and all Compensable Delays on the critical path will be identified. The time extension will be based solely upon the cumulative duration of all Compensable and Excusable delays (as set forth in the Delay Clause of these Contract Documents) which are on the critical path. Any time extensions to the project's Interim Milestone Dates, if any, shall be non-compensable time extensions only.

Each Time Impact Analysis shall demonstrate the estimated time impact based on the events of delay, the date the Change Order was given to the Contractor, the status of construction at that point in time, and the event time computation of all activities affected by the change or delay. The event times used in the analysis shall be those included in the latest approved update of the project schedule, in effect at the time the change or delay was encountered.

5. Extended Field Office Overhead Cost: Within fifteen days after Notification of Delay, the Contractor shall submit a written statement to the Owner detailing their field office overhead costs that are time related. The Owner will review this cost submittal and reach written agreement with the Contractor on a daily field office overhead cost rate which shall be issued as an agreed upon Change Order. The daily rate agreed to in this Change Order will be applicable throughout the duration of the Contract. No field office costs will be paid until such agreement is reached between the Owner and the Contractor and the Change Order concerning this daily rate is executed by both.

The individual cost components of the daily field office overhead rate shall represent costs which increase as a direct result of any time extension caused solely and exclusively by act of the Owner. This listing may include such cost items as on-site project management, supervision, engineering and clerical salaries; on-site office utilities and rent; on-site

company vehicles and their operating expenses; and site maintenance and security expenses. Field office overhead costs which are unaffected by increased time shall not be allowable costs in calculating the daily field office overhead rate. These non-time related costs include, but are not limited to, acquisition and installation of stationary equipment; temporary construction facilities; utilities and office furnishings (unless such items are rented or leased); the preparation of the site including clearing, grubbing, grading and fencing; mobilization and demobilization costs; and the cost of permits, bonds and insurance coverage for the project.

The daily field office overhead rate shall be multiplied by the number of Compensable Delay days and shall be added to the agreed upon Change Order cost. The days of Compensable delay shall be those caused solely by action of the Owner and documented by a time impact analysis prepared and submitted by the Contractor. In the event a deductive Change Order is issued which reduces time under the Contract, the daily field office overhead rate shall be added to the deductive amount. No allowance for overhead costs and no profit allowance shall be added to the extended field office overhead cost.

6. Unabsorbed Home Office Overhead Payment will be made to the Contractor for recovery of unabsorbed home office overhead costs only when the Contractor demonstrates full compliance with all of the following.
  - a. The Contractor shall demonstrate that the delay is Compensable Delay. Delay to the work is defined as any time the projected end date of the work is extended beyond the current contract completion date and the most recent date predicted for completion of the work on the accepted schedule update current as of the time of the delay.
  - b. To demonstrate such an impact, the Contractor shall prepare and submit a detailed time impact analysis that clearly shows that the current controlling operation has been or will be delayed or prolonged solely by some action of the Owner and has or will cause the time of completion of the work to be delayed past the current contract completion date and the most recent date predicted for completion of the work on the accepted schedule update current as of the time of the delay. A delay to the controlling operation may only arise after the first working day on the project has occurred.
  - c. The Contractor shall demonstrate that the project's cash flow has been or will be substantially adversely impacted as a direct and sole result of such Compensable Delay. Substantial impact to the project's cash flow for the work is defined as a reduction of at least ninety percent of the projected cash flow for the entire project for a period of at least one month or more.

The Contractor shall also document that:

- i. The Compensable Delay was of an unknown or uncertain duration at the time the delay arose;



- ii. That the Contractor was required to remain on standby during the Compensable Delay period;
- iii. The Contractor was unable to re-sequence or reorganize the work in order to continue working and maintain cash flow for the project;
- iv. That the Compensable Delay to the project's end date did not simply result from additional work caused by Change Orders which did not result in a substantial impact to the project's cash flow; and,
- v. That there was no concurrent delay during this period of time.

Provided that the Contractor complies fully with all of the above requirements, unabsorbed home office overhead costs shall be calculated in strict accordance with the following formula. No modifications to this formula shall be allowed and the Contractor shall be required to provide sufficient back up documentation to support the costs utilized in this formula.

$$\frac{\text{\{Contract Billings for the Actual Contract Period\}}}{\text{\{Total Company Billings for the Actual Contract Period\}}} \times \text{\{Total Company Overhead Expenses during the Actual Contract Period\}} = \text{\{Overhead Allocable to the Project\}}$$

$$\frac{\text{\{Overhead Allocable to the Project\}}}{\text{\{Actual Days of Contract Performance\}}} = \text{\{Overhead Allocable to the Contract Per Day\}}$$

$$\text{\{Daily Overhead\}} \times \text{\{Number of Days of Compensable Delay\}} = \text{\{Unabsorbed Home Office Overhead\}}$$

The Contractor shall submit their annual audited financial statement(s) for the company for every year in which the work was performed in order to document the numbers used in the formula for "Total Company Billings for the Actual Contract Period" and "Total Company Overhead Expenses during the Actual Contract Period."

Any payment of unabsorbed home office overhead costs shall not be subject to any other markups for overhead or profit. If payment is made for unabsorbed home office overhead costs under this section, such payment shall be adjusted by subtracting the amount of overhead cost paid to the Contractor on change order work during the period in which the unabsorbed home office overhead occurred.

## **8-07 ACCELERATION OF WORK SCHEDULE**

The City reserves the right to accelerate the work of the Contract. In the event that the City directs acceleration, such directive will be only in written form. The Contractor shall keep cost and other project records related to the acceleration directive separately from normal project costs and records and shall provide a written record of acceleration cost to the Engineer on a daily basis.

In the event that the Contractor believes that some action or inaction on the part of the City constitutes an acceleration directive, the Contractor shall immediately notify the Engineer in writing that the Contractor considers the actions an acceleration directive. This written notification shall detail the circumstances of the acceleration directive. The Contractor shall not accelerate their work efforts until the Engineer responds to the written notification. If acceleration is then directed or required by the City, all cost records referred to above shall be maintained by the Contractor and provided to the Engineer on a daily basis. If the City fails to respond to the notification of acceleration within five days, then the acceleration directive shall be deemed void and unauthorized.

In order to recover additional costs due to acceleration, the Contractor must document that additional expenses were incurred and paid by the Contractor. Labor costs recoverable will be only overtime or shift premium costs or the cost of additional laborers brought to the site to accomplish the accelerated work effort. Equipment costs recoverable will be only the cost of added equipment mobilized to the site to accomplish the accelerated work effort.

## **8-08 ARCHAEOLOGICAL DISCOVERIES**

At the pre-construction conference, all personnel connected with the project will be informed of the possibility of finding archaeological resources (e.g. human remains, artifacts, bedrock, bone or shells). If during construction such resources are encountered, all work will be halted within a 30-yard radius of the findings and a qualified archaeologist retained by City, to ascertain the nature of the discovery. Measures recommended by the archaeologist and approved by the City will be implemented.

## **8-09 TIME (8-1.05)**

The Contractor shall diligently prosecute all work (including mobilization and punch list items) to completion before the expiration of **forty-five (45) working days**.

## **8-10 LIQUIDATED DAMAGES (8-1.10)**

The Contractor shall pay to the City of Albany the sum of **\$500** per day, for each and every calendar day delay in finish the work in excess of the number of working days prescribed in the preceding subsection.

The Contractor shall pay to the City of Albany the sum of **\$250** per location, for each and every calendar day, temporary pavement transitions are not constructed and maintained as described in **SP 22-03** and **SP 23-03I**.

All utility adjustments shall be accomplished within 7 working days of the final surface course placement. Failure to comply with these provisions shall incur a liquidated damage of **\$500** per calendar day until said facilities are adjusted as specified.

The Contractor shall pay to the City of Albany the sum of **\$500** for each and every calendar day that the street has not received temporary and permanent installation of the required raised pavement markers, traffic striping, lane delineations and any other required pavement markings. See **SP 28-03**, “**Schedule**” for more details.

## **8-11 DEFAULT**

In the event that the Contractor is in default of the Contract, as defined in this section, the Engineer shall provide written notice to the Contractor and the Contractor’s surety (if any) in which the default is described.

- A. Contractor shall be in default of this Agreement if the Engineer determines that any one of the following conditions exist:
  - 1. Contractor is insolvent, files for bankruptcy, makes a general assignment for the benefit of its creditors, or fails to pay its debts as they become due.
  - 2. Contractor fails to perform any portion of the Work in accordance with the requirements of the Contract Documents.
  - 3. Contractor fails to perform any portion of the Work in accordance with the timing requirements of the Construction Schedule.
  - 4. Contractor abandons the Project site.
  - 5. Contractor fails to replace or repair any damage caused by Contractor or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.
  - 6. Contractor fails to supply workers, subcontractors, or other personnel with the skills, certifications, or licenses required by the Contract Documents.
  - 7. Contractor violates any legal requirement related to the Work.
  
- B. The City may, in the discretion of the Engineer, take any or all of the actions identified in this subsection, if the Contractor fails to: (a) promptly commence, and diligently and continuously prosecute the cure of the default, or (b) within ten (10) days, cure the default, or provide adequate written assurance to the satisfaction of the Engineer that the cure will be promptly commenced and diligently prosecuted to its completion,
  - 1. Issue a Notice of Suspension of Work, by which the Contractor shall suspend all Work except for those portions of the Work authorized by the Notice, and for which the Contractor shall not be entitled to any adjustment of the Contract Amount or Contract Time.

2. Cure the default and charge the Contractor for all costs resulting therefrom, including administrative costs (including City staff costs, City consultant costs, and attorney's fees) and interest in an amount equal to seven percent (7 %) per annum from the date of default, which charge may be deducted by the City from amounts otherwise payable to the Contractor.
  3. Demand the Contractor to complete performance of the Work (including repair, or removal and replacement, of nonconforming Work).
  4. Terminate control of the Work.
  5. Terminate the Contract.
  6. Remove the Contractor from the site and demand the Contractor's surety (if any) to complete performance of the Work.
  7. Take possession of the Project site and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by Contractor; accept the assignment of any or all of the subcontracts; and then complete the Work by any method the City may deem expedient. If requested by the City, Contractor shall remove any part or all of Contractor's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site within seven (7) days of such request; and if Contractor fails to do so, the City may remove or store, and after ninety (90) days sell, any of the same at Contractor's expense.
- C. In the event that the Contract is terminated by the City in accordance with this section:
1. Contractor shall not be entitled to receive any further payment until the expiration of thirty-five (35) days after Final Completion and acceptance of all Work by the City.
  2. If the unpaid balance of the Contract Amount exceeds the cost of completing the Work (including all additional costs and expenses made necessary thereby, plus all losses sustained, including any liquidated damages provided under the Contract Documents), such excess shall be paid to Contractor. If such costs, expenses, losses and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to the City.
  3. No termination or action taken by the City after termination shall prejudice any other rights or remedies of the City provided by law or by the Contract Documents upon such termination; and the City may proceed against Contractor to recover all losses suffered by the City.

## **8-12 PAYMENT**

Full compensation for Prosecution and Progress shall be considered as included in the contract price paid for the various bid items of work involved and no separate payment will be made therefore

## **SECTION SP-9 MEASUREMENT AND PAYMENT (SECTION 9)**

### **9-01 BID ITEMS**

Payment for the various items of the Bid Schedule shall include all the compensation to be received by the Contractor for executing all aspects of the Work included in the Drawings and these Special Provisions. The Bid Amounts for each Bid Item will be used for comparative bid analysis. Bid Items are not intended to be exclusive descriptions of work categories and the Contractor shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Bid Item as shown and specified.

#### **Bid Item 1 – Mobilization, Bonds & Insurance**

The contract lump sum price paid for **“Mobilization, Bonds & Insurance”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in mobilization, bonds and insurance, complete in place, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

#### **Bid Item 2 – Traffic Control**

The contract lump sum price paid for **“Traffic Control,”** shall include full compensation for furnishing all labor including preparation of a Traffic Control System Plan, traffic control supervision, flaggers (when necessary), materials (including barricades, flashing arrow boards, electronic changeable message board signs, construction area signs, detour signs, “No-Parking, Tow Away” signs, door hangers and temporary traffic delineation) tools, equipment and incidentals and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of traffic control, complete in place, including but not limited to all lane closures necessary for any activities during the life of the project, all work necessary to provide for the convenience and safety of the public, and to facilitate the performance of contract work as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

Full compensation for Flagger shall be considered as included in the contract lump sum price paid for **“Traffic Control”** in lieu of provisions in Section 12-1.03, “Flagging Costs,” of the Standard Specifications, and no additional compensation will be allowed therefor.

#### **Bid Item 3 - Water Pollution Control Program**

The contract lump sum price paid for **“Water Pollution Control Program”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in Water Pollution Control Program (WPCP) complete in place, including but not limited to preparing, implementing, inspecting, maintaining, and removing the WPCP as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Failure to perform and document the required daily inspections shall result in a daily penalty of \$250.00 per calendar day. The imposition of the penalty shall not relieve the Contractor of any obligations of these project requirements.

Payment for the work involved under the bid item for the WPCP may be made on a partial payment system based on the completion of the following stages of the work:

<u>Work Description</u>	<u>Payment Percentage</u>
Develop plan	10% of bid price
Initial plan implementation	10% of bid price
Removal of BMP's at completion	10% of bid price
Inspection and Maintenance of WPCP	70% of bid price/contract time in calendar days

#### **Bid Item 4 – Potholing**

The contract lump sum price paid for “**Potholing**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in potholing complete in place, including but not limited to demolition, removal, excavation, backfill, off haul and surface restoration, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

#### **Bid Item 5 – 1/2" HMA (Type A) PG 64-10**

The contract price paid per ton for “**1/2" HMA (Type A) PG 64-10**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing HMA complete in place, including surface preparation, tack coat, temporary transition, JMF preparation, submission and verification testing costs, Contractor's Quality Control Plan, and the costs of coring to verify core densities, if required, as shown on the plans, as specified in the Standard Specification and these special provisions, and as directed by the Engineer.

Section 39-6, “Payment,” of the Standard Specifications shall not apply.

#### **Bid Item 6 – Remove & Replace 6" HMA**

The contract price paid per square foot for “**Remove & Replace 6" HMA**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Remove & Replace, complete in place, including, sawcutting, cold planing, demolition, removal, off-haul, disposal of all HMA, aggregate base and/or unsuitable materials, excavation, off-haul, compacting subbase materials, HMA compaction, tack coat, and

clean-up as shown on the plans, as specified in the Standard Specifications and in these special provisions, and as directed by the Engineer.

**Bid Item 7 – Pulverize 12” and Grade**

The contract price paid per square yard for **“Pulverize 12” and Grade”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in pulverization and grading, complete in place, as shown on the plans, as specified in the Standard Specifications and in these special provisions, and as directed by the Engineer.

**Bid Item 8 – Remove & Dispose of 4” of Pulverized Material**

The contract price paid per square foot for **“Remove & Dispose of 4” of Pulverized Material”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in cold planing, complete in place, including cold planing and/or sawcutting the existing asphalt pavement prior to removal, removing and disposing of all pulverized materials, furnishing, constructing, maintaining, removing, and disposing of HMA for temporary HMA transitions, as shown on the plans, as specified in the Standard Specifications and in these special provisions, and as directed by the Engineer.

**Bid Item 9 through 11 – Quicklime Soil Treatment 9”, Cement Soil Treatment 9” and Quicklime and/or Cement”**

The contract price paid per square foot for **“Quicklime Soil Treatment 9”** and **“Cement Soil Treatment 9”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Quicklime and/or Cement Soil Treatment, complete in place, including sampling and mix design testing, breaking-up, mixing and remixing, spreading, compacting, trimming, curing and protecting treated soil, as shown on the plans, as specified in the Standard Specifications and in these special provisions, and as directed by the Engineer.

**“Quicklime”** for Quicklime Soil Treatment shall be paid for by the ton separately from **“Quicklime Soil Treatment 9”**.

**“Cement”** for Cement Soil Treatment shall be paid for by the ton separately from **“Cement Soil Treatment 9”**.

The quantity of quicklime and/or cement is subject to an increase or decrease in quantity and may differ between the specified theoretical quantity of quicklime and/or cement and the actual quantity of quicklime and/or cement used.

**Bid Item 12 –6” Deep Lift Stabilization (Allowance)**

The contract price paid per square foot for **6” Deep Lift Stabilization (Allowance)”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for

doing all the work involved in removal & replacement of unstable areas of grade, complete in place, including, demolition, removal, off-haul, disposal of all unsuitable material including aggregate base and/or unstable subgrade material, proof rolling, HMA, compaction, and clean-up as shown on the plans, as specified in the Standard Specifications and in these special provisions, and as directed by the Engineer.

Quantities for 6" Deep Lift Stabilization (Allowance) shall be approved by the Engineer prior to commencing removal operations. The City does not pay for quantities of 6" Deep Lift Stabilization (Allowance) that have not been approved by the Engineer in advance of any work.

Sections 9-1.06B "Increases of More Than 25 Percent" and 9-1.06C "Decreases of More Than 25 Percent" shall not apply to the bid items related to deep lift stabilization.

**Bid Item 13 through 15 – Remove & Replace PCC Sidewalk, Remove & Replace PCC Curb & Gutter, and Integral Curb Type A3**

The contract price paid per square foot for "**Remove & Replace PCC Sidewalk**" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in miscellaneous concrete, complete in place including sawcutting, demolition, removal and disposal of concrete, aggregate base, and native materials; excavation, subgrade preparation, backfill, placing aggregate base, compaction, dowelling, concrete, reinforcing steel, score marks, weakened plane joints, expansion joints, furnishing and applying curing compound, reconnecting curb drains, resetting utility boxes, frames and covers in the limits of the sidewalk repair area, regrading, site restoration, irrigation repairs, clean-up and other incidental work, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract price paid per linear foot for "**Remove & Replace PCC Curb & Gutter**" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in miscellaneous concrete, complete in place including sawcutting, demolition, removal and disposal of curb & gutter and asphalt concrete; excavation, subgrade preparation, backfill, aggregate base, compaction, dowelling, concrete, gutter warping, score marks, weakened plane joints, expansion joints, reconnecting curb drains, furnishing and applying curing compound; site restoration, red curb paint, and clean-up, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

The contract price paid per linear foot for "**Integral Curb Type A3**" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in miscellaneous concrete, complete in place including forming, placing concrete, score marks, weakened plane joints, expansion joints, striping formwork, furnishing and applying curing compound; site restoration and clean-up, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

**Bid Items 16 & 17 – Curb Ramp Case A and Curb Ramp Case G**



The contract unit price paid for **“Curb Ramp Case A”** and **“Curb Ramp Case G”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in miscellaneous concrete, complete in place including sawcutting, demolition, removal and disposal of curb, gutter, sidewalk and asphalt concrete; excavation, subgrade preparation, backfill, aggregate base, compaction, dowelling, concrete, score marks, weakened plane joints, expansion joints, furnishing and applying curing compound; site restoration, and clean-up, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

**Bit Item 18 – Remove PCC Sidewalk, Place Topsoil & Regrade**

The contract price paid per square foot for **“Remove PCC Sidewalk, Place Topsoil & Grade”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the process of removing concrete sidewalk and backfilling with topsoil, complete in place including sawcutting, demolition, removal and disposal of concrete, aggregate base, and native materials; excavation, subgrade preparation, furnishing and placing topsoil, regrading, site restoration, irrigation repairs, clean-up and other incidental work, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

**Bid Item 19 – Light Pole Base Treatment**

The contract unit price paid for **“Light Pole Base Treatment”** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in construction of temporary sidewalk surface treatments around light pole bases. Said work shall include but not be limited to forming new sidewalk around existing pole bases, removing formwork, procuring and infilling with low-strength concrete, troweling and finishing the surface of the treatment, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

**Bid Items 20 through 26 – Install Junction Box, Salvage & Reset Checkplate Cover on Inlet / Outlet, Install 4’x12” HSS Drain Tube Under Sidewalk, Install 4’x12” HSS Drain Tube Under Pavement, Install 8” SDR-35 Pipe, Remove & Dispose of Culvert Under Sidewalk / Roadway, and Install Type A Curb Inlet**

The contract unit price paid for **“Install Junction Box”** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in construction of junction boxes for storm drainage system. Said work shall include but not be limited to excavation, field-poured concrete box bottom, procurement and placement of the junction box structure & lid, backfilling around structure, connecting existing or new drainage pipes and tubes to the junction box, clean-up and other incidental work, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

The contract unit price paid for **“Salvage & Reset Checkplate Cover on Inlet / Outlet”** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and

for doing all the work involved in salvaging existing metal checkplate covers from drainage inlets and outlets in the sidewalk and resetting the checkplate covers over newly constructed drainage inlets and outlets built in the new sidewalk. Said work shall include collecting existing check plate covers, temporary storage of salvaged materials, demolition and removal of existing concrete inlets and outlets, disposal of demolished facilities, excavation, forming and construction of new concrete inlets and outlets, procuring all hardware necessary for securing covers, placing and securing salvaged checkplate covers over new inlets, clean-up and other incidental work, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

The contract unit price paid for **“Install 4”x12” HSS Drain Tube Under Sidewalk”** and **“Install 4”x12” HSS Drain Tube Under Pavement”** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in constructing drain tubes under sidewalk and roadway pavement areas. Said work shall include demolition, excavation, trenching, removal of excavated and demolished materials and trench spoils, compacting subgrade materials, forming and placement of concrete base, procuring and installing 4”x12” High-Strength Steel Tube, placing concrete around drain tube, placing CLSM backfill over top of concrete cap under roadway, procuring and installing welded wire fabric mesh, clean-up and other incidental work, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

The contract unit price paid for **“Install 8” SDR-35 Pipe”** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in constructing drain pipe under sidewalk areas. Said work shall include demolition, excavation, trenching, removal of excavated and demolished materials and trench spoils, compacting subgrade materials, sand bedding, procuring and installing 8” SDR-35 Pipe, placing CLSM backfill, clean-up and other incidental work, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

The contract unit price paid for **“Remove & Dispose of Culvert Under Sidewalk / Roadway”** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in removing existing culverts and backfilling resulting void prior to constructing finished surface. Said work shall include excavation, demolition, removal and disposal of excavated and demolished materials, compacting subgrade material, aggregate base, backfill & compaction, clean-up and other incidental work, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

The contract unit price paid for **“Install Type A Curb Inlet”** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in construction and installation of the Type A Curb Inlet. Said work shall include excavation, demolition, removal and disposal of excavated and demolished materials, compacting subgrade material, procuring and installing Type A Curb Inlet, aggregate base, backfill & compaction, connecting new and/or existing drain pipes to curb inlet; grouting; clean-up and other

incidental work, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

**Bid Item 27 through 30 – Lower Manhole Cover, Lower Water Valve Cover / Monitoring Well Cover, Adjust Manhole Cover to Finish Grade and Adjust Water Valve Cover / Monitoring Well Cover to Finish Grade**

The contract unit price paid for “**Lower Manhole Cover**”, “**Lower Water Valve Cover / Monitoring Well Cover**”, “**Adjust Manhole Cover to Finish Grade**” and “**Adjust Water Valve Cover / Monitoring Well Cover**” to Finish Grade” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in lowering and raising utility frames and covers to grade, complete in place, including coordination with the utility companies and Engineer, concrete, mortar, HMA (type A), as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

**Bid Item 31 through 34 – Remove & Replace 12” White Crosswalk Line (Thermo), 4” White Line @ Parking Space (Paint), “STOP” Legend (Thermo), and Blue Retro-Reflective Pavement Marker**

The contract price paid per linear foot for “**Remove & Replace 12” White Crosswalk Line (Thermo)**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in removal of existing crosswalk lines and installing new thermoplastic crosswalk lines, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

The contract lump sum price paid for “**4” White Line @ Parking Space (Paint)**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in applying white lines to delineate parking spaces on both sides of the road, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

The contract unit price paid for “**STOP Legend (Thermo)**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in traffic striping and pavement markings, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

The provisions in Section 4-1.05 “Changes and Extra Work,” of the Standard Specifications shall not apply to the items of work in Section 26 “Traffic Striping, Markings or Raised Pavement Markers” of these special provisions.

The contract unit price paid for “**Blue Retro-Reflective Pavement Marker**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in procuring and installing blue retro-reflective pavement markers, complete

in place, as shown on the plans, as specified in the Standard Specifications and these special provision, and as directed by the Engineer.

### **9-02 PARTIAL PAYMENTS (9-1.06)**

The City will retain 5 percent of the estimated value of the work done. The Contractor shall submit progress payment applications on City forms supplied by the Engineer. Payment applications will be processed by the City when the Contractor has provided certified payroll records per Section II in Appendix A, Contractor Daily Records per Section 5-07A, and lien releases per Section 9-05 for the period covered by the payment application.

The Contractor shall provide labor-related data in accordance with the information required by the Project Labor Agreement submitted on spreadsheet, as provided in Appendix D by the City, and submitted monthly with every application for payment.

### **9-03 PAYMENT OF WITHHELD FUNDS (9-1.06E)**

The Contractor may elect to receive 100% of payments due under the contract from time to time, without retention of any portion of the payment by the City, by depositing securities of equivalent value with the City in accordance with the provisions of Section 22300 of the Public Contract Code. Such securities, if deposited by the Contractor, will be valued by the City's Finance Director, whose decision on valuation of the securities will be final.

Deposits of securities pursuant to Section 22300 are subject to the following City regulations:

1. Contractor shall notify the City, in writing, within 10 days after the award of contract, of his/her intentions regarding substitution of securities per Section 22300. Such notification shall indicate what securities, if any, are proposed to be substituted.
2. Prior to the first payment by the City, but in no case later than 30 days from the Contractor's notification of the City pursuant to regulation #1 above, a Contractor who wishes to substitute securities shall deposit with the City, or in an escrow account, the full 10% value of the contract. In the event an escrow account is chosen, the Contractor shall, within the same time frame, provide to the City the escrow account number, the name, address, and telephone number of the escrow agent, and the Contractor's escrow instructions. The City will submit its escrow instruction upon receipt of the above information and concurrence with their content. Failure to meet the deadlines set forth in this regulation will result in the City retaining 10% of the contract payment.
3. Securities deposited with the City shall be accompanied by documents allowing the City's Finance Director to convert them to cash in case of default of the Contractor. Any escrow agreement shall provide for such conversion.
4. Once the Contractor has notified the City pursuant to regulation #1 above, no change may be made for the duration of the project.

### **9-04 PAYMENTS WITHHELD**

The City may withhold or, on account of later discovered evidence, nullify all or part of any certification made to the Contractor by the City as to the amount determined to be due the Contractor, to such extent and period of time only as may be necessary to protect the City from loss on account of:

- (A) Defective work not remedied;
- (B) Claims filed or reasonable evidence indicating probable filing;
- (C) Failure to properly pay Subcontractors or for material or labor;
- (D) Reasonable doubt that the work can be completed for the balance then unpaid;
- (E) Damage to another Contractor, or third party; or
- (F) Nonpayment of prevailing wages.

#### **9-05 CONTRACTOR'S FINANCIAL OBLIGATION**

The Contractor shall promptly make payment to all persons supplying labor and material, and before final acceptance of the work and final payment to the Contractor, including all sums retained by the City, the Contractor shall furnish to the Engineer, satisfactory evidence that all claims for labor and material furnished and used in the construction of said work have been settled, and that no legal claim can be filed against the City for such labor or material.

#### **9-06 PAYMENT AFTER CONTRACT ACCEPTANCE (9-1.17)**

Delete this subsection.

#### **9-07 PAYMENT BEFORE FINAL ESTIMATE (9-1.17B)**

Delete this subsection.

#### **9-08 FINAL PAYMENT AND CLAIMS (9-1.17D)**

Replace the first phrase of the first paragraph, "After acceptance by the Director," with: *"After the Engineer has made the final inspection as provided in Section 5-1.46, 'Final Inspection and Contract Acceptance,' and determines that the contract work has been completed in all respects in accordance with the plans, Specifications and Special Provisions."*

On the Contractor's request, or if he/she files no claim within said period of 30 days, the Engineer will issue a final estimate in writing in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter, the City will pay the balance thereon found to be due after deduction of all previous payments and all amounts to be kept or retained under the provisions of the contract.

The final payment of retained amounts shall not be due and payable until the Friday following the expiration of 35 calendar days after the City files its notice of completion with the County Recorder. The City will not file such notice of completion until after the City Council's acceptance of

the contract. The date of filing will not necessarily be on or the day after the City Council accepts the contract.

The City Engineer will make the final determination of any claims, which remain in dispute after completion of claim review by the Engineer.

It is mutually agreed between the parties to the contract that no certificate given or payments made under the contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the City of Albany, and no payment shall be construed to be an acceptance of any defective work or improper materials.

## **9.09 CLAIMS**

Notice of Potential Claim (9-1.17D): The Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the City Engineer, including failure or refusal to issue a change order, or for the happening of any event, thing, occurrence or other cause, unless the Contractor shall have given the Engineer due notice of a potential claim as specified in Section (9-1.17D) of the Specifications. The written notice of potential claim shall be submitted on Caltrans Form CEM-6201 furnished by the City in Appendix B.

Contents of Claims: The Contractor may submit a claim concerning a matter properly noticed in accordance with the requirements of this Contract. A claim must be made in writing with specificity, including identification of the event giving rise to the claim, the date of the event, the asserted effect on Contract Amount and Contract Time, and all documents and data necessary to substantiate the claim. If all supporting documentation or data for a claim is not available at the time the claim is made, the supporting documentation and data which is then available shall be submitted, and supplemental documentation and data supporting the exact amount of and support for the claim shall be submitted as soon as available. For each claim, at a minimum, Contractor shall submit documentation to the Engineer, which establishes the following elements:

- A. For any requested adjustment to the Contract Amount, include references to specific provisions of the Contract Documents which support the adjustment, including all data required for a Contractor's request for change order, and including: (a) a detailed audit which confirms the appropriateness of all costs quoted; (b) an isolation of Labor, Material, and Equipment costs, providing detailed quantities and unit prices for changed Work; and (c) documentation of actual increased costs associated with the time period cited in the claim.
- B. For any requested adjustment to the Contract Time, include scheduling documentation supporting the extension of time.
- C. Claim documentation shall conform to Generally Accepted Accounting Principles and shall be in the following format:
  1. General Introduction

2. General Background Discussion
  3. Issues
    - a. Index of Issues (listed numerically)
    - b. For each issue:
      - i. Background
      - ii. Chronology
      - iii. Contractor's position (reason for Owner's potential liability)
      - iv. Supporting documentation of merit or entitlement
      - v. Supporting documentation of damages
      - vi. Begin each issue on a new page.
  4. All critical path method schedules, both as-planned, monthly updates, schedule revisions, and as-built along with the computer disks of all schedules related to the claim.
  5. Productivity exhibits (if appropriate)
  6. Summary of Issues and Damages
- D. Supporting documentation of merit for each issue shall be cited by reference, photocopies, or explanation. Supporting documentation may include, but shall not be limited to, Special Provisions; general requirements; technical specifications; drawings; correspondence; conference notes; shop drawings and submittals; shop drawing logs; survey books; inspection reports; delivery schedules; test reports; daily reports; subcontracts; fragmentary CPM schedules or time impact analyses; photographs; technical reports; requests for information; field instructions; and all other related records necessary to support the Contractor's claim.
- E. Supporting documentation of damages for each issue shall be cited, photocopied, or explained. Supporting documentation may include, but shall not be limited to, any or all documents related to the preparation and submission of the bid; certified, detailed labor records including labor distribution reports; material and equipment procurement records; construction equipment ownership cost records or rental records; subcontractor or vendor files and cost records; service cost records; purchase orders; invoices; project as-planned and as-built cost records; general ledger records; variance reports; accounting adjustment records; and any other accounting materials necessary to support the Contractor's claim.
- F. Each copy of the claim documentation shall be certified by a responsible officer of the Contractor in accordance with the requirements of these Contract Documents. A Certificate of Current Cost and Pricing Data and a False Claim Certificate signed by a responsible officer of the Contractor must accompany each claim.
- G. Claims shall not be computed by merely subtracting bid price from the total cost of the affected work nor shall they be calculated by subtracting payments from the Owner from actual costs incurred by the Contractor.
- H. However, if any claims are based upon the Total Cost Method, then, to be considered by the Owner, they shall be supported by evidence furnished by the Contractor that:

1. The nature of the dispute(s) makes it impossible or impracticable to determine cost impacts of specific incidents, events or action with a reasonable degree of accuracy, and
  2. The Contractor's bid estimate was realistic and free of any material errors, and
  3. The Contractor's actual costs were reasonable, and
  4. That none of the added expenses or cost overruns resulted from actions of the Contractor or any Subcontractor, supplier or materialman, at any tier.
- I. If the Contractor elects to file a Total Cost Claim under the provisions above, the Contractor shall immediately make available all documents related in any way whatsoever to the preparation and submission of the Contractor's bid and all job cost records (including at a minimum all as-planned or budget costs, all actual cost reports on a monthly basis, all labor distribution reports, all subcontractor, supplier and vendor records, and all variance reports).
- J. Measured Mile Study. Any request for equitable adjustment seeking additional compensation for loss or productivity or loss of efficiency shall be supported by submittal of a Measured Mile Study, prepared by the Contractor and submitted to the Owner, of the work of this project so impacted. The Measured Mile Study shall identify those activities impacted and shall show by use of contemporaneous project documentation, what was the actual level of efficiency or productivity achieved by the Contractor's forces before and after a known event or set of events. In the event that different activities on the project were impacted, staffed by different trades, the Contractor shall support a separate Measured Mile Study for each set of activities so impacted. The Contractor shall also submit a written narrative detailing the cause of such labor productivity or efficiency and demonstrating that the Owner was the proximate cause of the event(s) that caused such loss. Failure to provide such Measured Mile Study or Studies to the City in a timely manner shall constitute waiver of any and all claims related, in any way whatsoever, to loss of productivity or loss of efficiency.
- K. Should the Contractor be unable to support any part of the claim and it is determined that such inability is attributable to falsity of such certification or misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the City as provided for under California Government Code Section 12650 et. seq.
- L. Time for Contractor's Submittal of Claim. Contractor shall submit all claims to the Engineer in the manner and set forth in this section 9-09, within the time which is the first to occur of the following time limits: (a) promptly; and (b) not later than ten (10) working days after the date Contractor first recognized, or reasonably should have recognized, the condition or event giving rise to the claim, whichever is earlier; and (c) before Contractor proceeds to execute the Work or portions of the Work giving rise to the claims; and (d) no later than thirty (30) days after the event or situation causing the claim has been overcome.
- M. Effect of Contractor's Failure to Make Timely Claims. Exhaustion of Contractor's administrative remedies set forth in this section 9-09 shall be a condition precedent to Contractor's submission of such claim to appeal or mediation, arbitration, or litigation. If



Contractor fails to make a claim in accordance with this section 9-09 prior to proceeding to execute the Work or portions of the Work giving rise to (or arising from) the claim (whether or not the exact amount of such claims is ascertainable), then Contractor is expressly barred from asserting that claim. Contractor hereby expressly waives all claims not made in accordance with the requirements of this section 9-09.

- N. Continuing Contract Performance. After Contractor makes a claim in accordance with this section 9-09, and prior to Contractor's receipt of a response by the City: (a) Contractor shall diligently proceed with performance of the Work in accordance with the Contract Documents; (b) Contractor shall not cause any delay, cessation, or termination in or of Contractor's performance of the Work, including Work pertaining to a pending claim; and (c) the City will continue to make payments in accordance with the Contract Documents.
- O. City Response to Claims. The Engineer shall promptly review all claims made by Contractor in accordance with this section 9-09, in accordance with the timing requirements of California Public Contract Code sections 20104, et seq., a summary of which is set forth below.
1. If the Engineer determines that additional supporting documentation is needed in order for the City to review Contractor's claim, the Engineer shall request such additional documentation within thirty calendar days after receipt of the claim. Contractor shall furnish the requested additional documentation no later than fifteen calendar days after receipt of City's request, unless Contractor provides information to the satisfaction of the Engineer that additional time is required to obtain the additional documentation.
  2. After Contractor has provided all required documentation in support of the claim, the Engineer shall render a written response within the following time limits:
    - a. For claims less than \$50,000, the written response shall be made within 45 calendar days of receipt of the claim; however, if the Engineer requires additional documentation from Contractor, the written response shall be made after City's receipt of the additional documentation by the later of: (a) 15 calendar days, or (b) the number of calendar days taken by Contractor in producing the additional documentation.
    - b. For claims greater than \$50,000 and less than or equal to \$375,000, the written response shall be made within 60 calendar days of receipt of the claim; however, if the Engineer requires additional documentation from Contractor, the written response shall be made after City's receipt of the additional documentation by the later of: (a) 30 calendar days, or (b) the number of calendar days taken by Contractor in producing the additional documentation.
  3. Failure of the Engineer to render a decision within the time periods set forth herein shall be deemed a denial of the claim and the last day of such period shall be the date of such decision.

- P. If Contractor disputes the Engineer's decision of a claim, Contractor may, within fifteen calendar days of the decision, submit a written appeal to the Engineer requesting a conference to meet and confer for settlement of the issues in dispute. The written appeal shall include all supporting data upon which Contractor requests the City to make its decision, including all documentation transmitted between the Contractor and the Engineer on the underlying claim. The Engineer will schedule a meet and confer settlement meeting within 30 calendar days after receipt of Contractor's written appeal.
- Q. Government Code Claims. If Contractor is not satisfied with the results of the meet and confer settlement meeting, Contractor may file a claim in accordance with California Government Code sections 900, et seq., and California Public Contract Code subsections 20104.2(e) and (f).
- R. CONTRACT PROVISION REQUIRING PERSONAL CERTIFICATION OF ALL CLAIMS:

FALSE CLAIMS: California Penal Code, Section 72, provides that any person who presents for payment with intent to defraud the City or any officer any false or fraudulent claim, bill, account, voucher, or writing, is punishable by fines not exceeding ten thousand dollars (\$10,000.00) and/or imprisonment in the state prison.

Government Code sections 12650, et seq. pertains to civil penalties that may be recovered from persons (including corporations, etc.) for presenting a false claim for payment or approval, presents a false record or statement to get a false claim paid, or approved, or other acts, to any officer or employee of any political subdivision of the State of California. Any person or corporation violating the provisions of the Government Code Sections 12650, et seq., shall be liable for three times the amount of the damage of the political subdivision, plus a civil penalty, plus costs.

All claims by Contractor, shall include the following certification, properly completed and executed by Contractor or an officer of Contractor:

I, \_\_\_\_\_ BEING THE \_\_\_\_\_ (MUST BE AN OFFICER) OF \_\_\_\_\_ (CONTRACTOR), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE OWNER IS LIABLE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE SECTION 12650, ET SEQ, PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES.

Submission of a Claim, in conformance with all of these requirements of this Contract, and rejection of all or part of said Claim by the City is a condition precedent to any action by Contractor against the City, including but not limited to the filing of a lawsuit or making demand for arbitration, if arbitration is expressly provided for in the Contract.

**S. ACCESS TO RECORDS**

The Engineer and/or the City, or their authorized representative shall have access, upon reasonable notice, during normal business hours, to Contractor and Subcontractors' books, documents, and accounting records, including, but not limited to, bid worksheets, subcontractor bids and proposals, estimates, cost accounting data, accounting records, payroll records, time sheets, cancelled checks, profit and loss statements, balance sheets, project correspondence including, but not limited to all correspondence between Contractor and its sureties and subcontractors/vendors, project files, scheduling information and all other records of the contractor and Subcontractor directly or indirectly pertinent to the work, original as well as change and claimed extra work, to verify and evaluate the accuracy of cost and pricing data submitted with any Change Order, prospective or completed, or any Claim for which additional compensation has been requested or notice of potential Claim has been tendered.

**9-10 OVERHEAD CLAIMS (9-17D(2)(b))**

The provisions of this Section shall not apply.

**9-11 DISPUTE RESOLUTION, MEDIATION AND ATTORNEY'S FEES**

- A. Claims of Three Hundred Seventy Five Thousand (\$375,000) Dollars or less – Notwithstanding any provision to the contrary in the Contract Documents or Standard Specifications, all disputes shall be resolved in the manner set forth in Article 1.5 (commencing with Section 20104) of Chapter 1 (Local Agency Public Construction Act) of Part 3 (Contracting by Local Agencies) of the Public Contract Code of the State of California.
- B. Claims in Excess of Three Hundred Seventy-Five Thousand (\$375,000) Dollars shall be settled by arbitration in accordance with the provisions of the Public Contract Code (Section 10240 et seq), and applicable California Code of Regulations, Title I, Chapter 4, commencing with Section 1300. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Any arbitration may be joined or consolidated with any other arbitration matter as to the interests of justice and judicial economy may dictate. The arbitration decision shall be decided under, and in accordance with the law of the State, supported by substantial evidence and in writing, contain the basis for the decision, findings of fact and conclusions of law. As permitted by Code of Civil Procedure (CCP), Section 1296, a court, subject to CCP Section 1286.4, may vacate any award, if after review of the award, it determines either that the award is not supported by substantial evidence, or that it is based on an error of law.

- C. Continuance of the Work – Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any dispute resolution proceedings, and the Owner shall continue to make payments to the Contractor in accordance with the Contract Documents.
- D. In the event any legal action is commenced to enforce the Contract Documents, the prevailing party is entitled to reasonable attorney’s fees, costs, and expenses incurred.

**9-12 AGREED CHANGE ORDERS**

- A. For Work to be deleted by Agreed Change Order, the reduction of the Contract Amount shall be calculated based on the criteria set forth in this Section, unless otherwise agreed by the City and Contractor (such as a lump sum price, or prices identified in the Schedule of Values), in an amount not greater than the actual and reasonable costs incurred in connection with the deleted item.
- B. Within ten (10) working days of receipt of the City’s written request for an agreed Change Order, Contractor shall provide the Engineer with a Cost Proposal, in a form satisfactory to the Engineer, setting forth Contractor’s proposed adjustments of the Contract Amount (including the Prices identified in the Schedule of Values, or actual Cost of Extra Work plus Contractor Fee, as defined in this Section 9-12) and the Contract Time, if any, for performing the change in the Work, as described in the written request.
- C. It is the intent of the City to settle all Change Orders full and final at the time the Change Order is issued. Therefore, the following paragraph will be incorporated in writing, on the face of all Change Orders.

“The compensation (time and cost) set forth in the Change Order comprises the total compensation due the Contractor, all Subcontractors and all suppliers, for the work or change defined in the Change Order, including all impact on any unchanged work. By signing the Change Order, the Contractor acknowledges and agrees, on behalf of himself, all Subcontractors, and all suppliers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended overhead costs, delay, and all impact, ripple effect or cumulative impact on all other work under this Contract. The signing of the Change Order shall indicate that the Change Order constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors, and all suppliers, as a result of the change. The Contractor, on behalf of himself, all Subcontractors, and all suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the work under this Contract.”

- D. The “Cost of Extra Work” includes the actual cost of Extra Work actually performed by Contractor and each Subcontractor involved in the Extra Work, not greater than the costs prevailing in the locality of the Project, and limited to the following:
1. Straight time wages or salaries (including fringe benefits and payroll taxes) for employees directly employed at the Project site or at fabrication sites off the Project site in the performance of the Extra Work.
  2. Straight time wages or salaries (including fringe benefits and payroll taxes) for supervisory and administrative personnel directly employed at the Project site in the performance of the Extra Work, but only if:
    - a. the Extra Work requires an extension of the Contract Time or requires direct supervision and administration of overtime work, and
    - b. to the extent such personnel are solely engaged in supervising and administering such Extra Work during an extension of the Contract Time or periods of overtime.
  3. Overtime wages or salaries, specifically authorized in writing by the Engineer, for employees directly employed at the Project site or at fabrication sites off the Project site in the performance of the Extra Work.
  4. Overtime wages or salaries, specifically authorized in writing by the Engineer, for supervisory and administrative personnel directly employed at the Project site in the performance of the Extra Work, but only if:
    - a. the Extra Work requires direct supervision and administration of overtime work, and
    - b. to the extent such personnel are solely engaged in supervising and administering such Extra Work during periods of overtime.
  5. Costs of materials and consumable items, which are incorporated into and used in the performance of the Extra Work. Costs of materials and consumable items, as approved by the Engineer, shall not exceed competitive costs obtainable from other subcontractors, suppliers, manufacturers, and distributors in the area of the Project site, and shall include all related costs for transportation, maintenance, and storage.
  6. Sales taxes on the costs of materials and consumable items which are incorporated into and used in the performance of the Extra Work.
  7. Rental charges for necessary machinery and equipment, exclusive of small tools (such as goods with a replacement value of \$50 or less), used directly in the performance of the Extra Work. Rental charges shall be at rates, as approved by the Engineer, not exceeding competitive rates obtainable from unrelated third parties in the area of the Project site.
  8. Additional costs required for the Extra Work for: royalties, permits, utilities, taxes, additional insurance, and additional bonds.

9. Cost of Extra Work shall exclude the cost of any item not specifically and expressly described in this subsection 9-12D, such as overhead, profit, administrative costs (including Contractor's officers, executives, principals, and partners not specifically identified in subsection), loss of efficiency, legal costs, interest cost of any type other than those mandated by statute, claim preparation or filing costs, the costs of preparing or reviewing proposed Change Orders or Change Order proposals concerning Change Orders which are not issued by the Owner, lost revenues, lost profits, lost income or earnings, rescheduling costs, costs of idled equipment when such equipment is not yet at the site or has not yet been employed on the work, lost earnings or interest on unpaid retainage, claims consulting costs, the costs of corporate officers or staff visiting the site or participating in meetings with the Owner, any compensation due to the fluctuation of foreign currency conversions or exchange rates, loss of other business, or any other cost identified as an unallowable cost under the provisions of the Federal Acquisition Regulations.
- E. The full amount of compensation to be paid to the Contractor for all costs and expenses related to Extra Work shall be as set forth in this subsection 9-12E. If the Engineer determines that the Contractor is not entitled to a "Compensable Delay," Contractor's compensation for Extra Work shall be limited to the "Cost of Extra Work" as defined by Section 9-11D), and the "Contractor Fee" (as defined by Section 9-11F). If the Engineer determines that the Contractor is entitled to a "Compensable Delay" (as defined by Section 9-1.11), Contractor's compensation for Extra Work shall be limited to the "Cost of Extra Work" (as defined by Section 9-11D), and the "Cost of Compensable Delay" (as defined by Section 8-06.3).
- F. Unless otherwise agreed in writing between the parties, the Contractor Fee shall consist of the sum of the following two parts, as applicable: (1) "Markup Fee" and (2) "Handling Fee." However, the combined total Contractor Fee (the Markup Fee and Handling Fee) shall not exceed 15% of the Cost of Extra Work.
1. The Contractor or any Subcontractor shall be entitled to a "Markup Fee" of up to ten percent (10%) of the amount of Extra Work actually performed.
  2. The Contractor shall be entitled to a "Handling Fee" of up to five percent (5%) of the amount of Extra Work performed by any subcontractor.
- G. If the City determines that any price, including profit or fee, negotiated in connection with any Change Order or claim settlement under this Contract, or any cost reimbursable under this Contract, was increased because:
1. The Contractor furnished cost or pricing data which was not accurate, complete and current as certified in the Contractor's Certificate of Current Cost or Pricing Data form;
  2. A Subcontractor, supplier, materialman, or prospective Subcontractor, at any tier, furnished cost or pricing data in support of a subcontract cost estimate furnished by the Contractor but which was not accurate, complete and current as of the date certified in the Contractor's Certificate of Current Cost or Pricing Data form or,

3. The Contractor or a Subcontractor, supplier, materialman, or prospective Subcontractor, at any tier, furnished any data not within (1) or (2) above, which was not accurate as submitted.

The price will be reduced accordingly, and the Contractor will be notified in writing as may be necessary to reflect such reduction. However, any reduction in the Contract price due to defective subcontract data of a prospective Subcontractor, when the subcontract was not subsequently awarded to such Subcontractor, will be limited to the amount (plus applicable overhead and profit) by which the actual subcontract or actual cost to the Contract if there was no Subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided that the actual subcontract price was not affected by defective cost or pricing data.

### **9-13 INCREASED OR DECREASED QUANTITIES**

If the total pay quantity of any item of work required under the contract varies from the Engineer's Estimate, payment will be made for the quantity of work of said item performed at the contract unit price therefore, unless eligible for adjustment pursuant to Standard Specification Section 4-105 "Changes and Extra Work".

### **9-14 INCREASES OF MORE THAN 25 PERCENT (9-1.06B)**

The provisions of this section shall not apply.

### **9-15 DECREASES OF MORE THAN 25 PERCENT (9-1.06C)**

The provisions of this section shall not apply.

# TECHNICAL PROVISIONS

## SECTION SP-10 GENERAL REQUIREMENTS (SECTION 9)

### 10-01 GENERAL

All work shall conform to the applicable provisions of the State of California, Department of Transportation, Standard Specifications (Caltrans); these Special Provisions; and the plans and typical sections.

### 10-02 MOBILIZATION

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

Mobilization shall include the furnishing and providing for regular maintenance of temporary sanitary facilities on the job for the duration of the project. Failure to comply with this requirement will result in withholding of mobilization payments in the amount deemed appropriate by the Engineer.

### 10-03 STAGING

The Contractor shall arrange for and develop a temporary construction staging area(s) for the storage and operation of construction equipment and supplies. The staging area shall be located outside the public right-of-way. No staging of equipment or materials will be permitted within the public right-of-way without written authorization from the Engineer. The Contractor must obtain written permission from the property owners to use their property in any fashion and provide a copy of permission to the City. All Contractor, subcontractor, and supplier employees shall park vehicles and equipment at the temporary construction staging area only.

The Contractor shall not permit any waste or damage to be done to the staging area and shall maintain the area in good condition, free of litter and debris. Upon completion of the work, the area shall be restored to its pre-construction or better condition, including the repair of any damaged pavement, curbs, markings, or other infrastructure components.

Where shown on the bid schedule, the total cost for mobilization for that bid schedule shall not exceed 5% of the total bid price less the cost for mobilization.

Partial payment for Mobilization shall conform to Public Contract Code 10264.

### 10-04 SUBMITTALS



Five (5) days prior to the preconstruction meeting, Contractor shall provide the City the following submittals for review:

1. Detailed project schedule in Critical Path Method (CPM) format (Hardcopy at Preconstruction Meeting; Weekly Updates in Electronic Format)
2. Traffic Control Plan
3. Traffic Control Supervisor's Proof of Certification
4. Water Pollution Control Program (WPCP)
5. Sample "Door Knob" Type Notification to Businesses, Residence and Agencies
6. Emergency Contracts and Phone Numbers
7. Location of proposed staging/storage areas
8. FDR Mix Design
9. Job Mix Formula (within the last 12 months) for HMA and RHMA
10. Quality Control Plan for HMA Paving
11. Tack Oil
12. Concrete Mix Designs for General and Heavy Vehicular Facilities
13. Detectable Warning Surface
14. Aggregate Base
15. 4"x12" High-Strength Steel Tube
16. Traffic Striping, Pavement Markings and Raised Pavement Markers
17. Social Distancing Protocol per Alameda County Health Department Order 20-04 or subsequent superseding Order

#### **10-05 PROJECT SITE MAINTENANCE**

Throughout all phases of construction until final acceptance, including any periods of work suspension, the site shall be kept clean and free from rubbish and debris. The Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day for the purpose of keeping paved areas acceptably clean wherever construction, including restoration, is incomplete.

The Contractor shall abate dust by sprinkling water or other means as necessary, but the use of water resulting in mud on public streets will not be permitted.

Excess excavated materials from any source shall be removed from the site immediately. Forms, nails and lumber shall be removed the day of form removal. Materials and equipment shall be removed from the site as soon as they are no longer necessary.

Before the final inspection, the site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. All pavement areas shall be swept with a street sweeper immediately prior to the final inspection. All concrete areas shall be broom cleaned.

All topsoil areas shall be raked. All cleanup costs shall be included in the Contractor's bid. In the event that the Contractor fails to perform this final cleanup, the Agency may remove and/or dispose of the articles or materials at the Contractor's expense.

Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately, and the area cleaned.

#### **10-06 SANITARY FACILITIES**

The Contractor shall provide and maintain enclosed, portable restrooms (with wash basin) for the use of personnel engaged in the work. These accommodations shall be maintained in a neat and sanitary condition, and shall comply with all applicable laws, ordinances, and regulations pertaining to public health and sanitation.

The Contractor proposed locations for restroom facilities shall be reviewed with the Engineer prior to delivery and placement of the restroom facility. Restroom facilities removed from the project site at the end of day shall be moved to a secure location.

#### **10-07 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS**

The Contractor shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.

The Contractor shall repair or replace all existing improvements within the right-of-way which are not designated for removal, but that are damaged or removed as a result of its operations. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

#### **10-08 NOTIFICATION OF RESIDENTS, BUSINESSES AND AGENCIES**

The Contractor shall notify the affected residents and businesses four (4) calendar days in advance of the start of work. Notification shall be done by using “door knob” type notices which shall include a description of the impending work, the date and time when traffic will be restricted, a date and time when parking will not be allowed along the street scheduled for renovation and 48-hour window of “no landscape irrigation” prior to work. Contractor shall submit a sample notice for review and approval by the City five (5) calendar days prior to distribution.

Ten (10) calendar days prior to beginning construction, the Contractor shall assist in notifying (as applicable): local commercial and retail establishments, local schools, hospitals, ambulance services, police and fire departments, transit agencies, refuse collectors, USPS, and Underground Service Alert (USA) of its schedule of work.

The Contractor shall place City-provided “No Parking” signs, 12 inches by 18 inches minimum size and approved by the Engineer, throughout the area of work at fifty-foot intervals three (3) working days (four calendar days prior to work beginning on a Monday or Tuesday) prior to the start of construction. The signs shall include the date and time during which parking is prohibited. The Contractor shall remove these signs immediately when they are no longer needed.

If for any reason the work is delayed or rescheduled after the required notifications have been issued, the Contractor shall re-date the signs affected, notify residents and businesses of the change via a new “door knob” notice, and re-contact the local services and agencies. If the work is delayed more than five (5) calendar days, the Contractor shall remove the signs and place re-dated signs two working days (four calendar days prior to work beginning on a Monday or Tuesday) in advance of the work.

#### **10-09 PROJECT AREA CONSTRUCTION SIGNS**

The Contractor shall be responsible for procuring, installing and maintaining two (2) project area construction signs for the duration of the project. A project area construction sign shall be posted at the intersection of Adams Street and Buchanan Street, and at the intersection of Adams Street and Solano Avenue. Signs shall be located to be visible to vehicles and pedestrians prior to entering the work zone and shall not impede vehicular or pedestrian traffic at any time.

Project area construction signs shall measure 6 feet wide by 4 feet high. A sample of the project area construction sign is provided in Appendix B. The City will provide the sample graphic in a digital format to the Contractor to relay to the signage company. Signage company shall prepare a mock-up which shall be submitted to the City for review prior to printing and assembly. Signs shall be printed and/or mounted on a durable material that will withstand normal wear and tear for the extent of the project. Any vandalism, graffiti, or damage to the signs shall be removed or repaired by the Contractor within 24 hours of being made aware of the issue.

Project area construction signs shall be removed by the Contractor within two (2) days of the completion of the Contract.

#### **10-10 MEASUREMENT AND PAYMENT**

The Contractor is referred to Section 9-01 “BID ITEMS” for measurement and payment.

Full compensation for “Submittals”, “Project Site Maintenance”, “Protection and Restoration of Existing Improvements” “Notification of Residents, Businesses and Agencies”, and “Project Area Construction Signs” shall be considered as included in the contract prices paid for the various bid items of work involved and no additional compensation will be allowed therefore.

## **SECTION SP-11 CONSTRUCTION AREA TRAFFIC CONTROL (SECTION 12)**

### **11-01 DESCRIPTION (12-1.01)**

All traffic control will be provided by the Contractor.

Traffic control shall conform to the latest edition of “California Manual on Uniform Traffic Control Devices” issued by Caltrans, or State Standard Plan T13, “Traffic Control System for Lane Closure on Two Lane Conventional Highways.”

Any deviation in traffic control from the references mentioned above will not be allowed unless advance written approval is granted by the Engineer.

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and 12, "Construction Area Traffic Control Devices," of the Standard Specifications and to Section 8, "Public Safety" of these special provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from his/her responsibility as provided in said Section 7-1.04, “Public Safety.”

Minor deviations from the traffic requirements of this section, which do not significantly change the cost of the work, may be permitted upon the written request of the Contractor, if in the opinion of the Engineer public traffic will be better served and work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

Contractor shall provide all markers, signs, delineators, barricades, portable flashing beacons, flaggers, etc. necessary to ensure the safe passage of traffic through the work zone.

### **11-02 LANE CLOSURE RESTRICTION**

The Contractor may restrict all vehicular traffic on the roadway area during normal work hours while the following items of work are performed:

- Pulverization Process
- Full-Depth Reclamation (FDR) Process
- Base Course Paving & Surface Course Paving

The Contractor shall be responsible for advance notifications to all residences and adjacent businesses prior to full roadway closures as indicated in SP10-08 of these Special Provisions.

At all other times during the course of the work the Contractor shall maintain a minimum of one (1) lane of traffic open at all times in accordance with the hours of work specified in Section SP-8.104 “Hours of Work.” The minimum width of a traffic lane shall be ten (10) feet. Flashing Arrow Boards shall be required for all lane closures. Lane closures are restricted to between the hours of 9:00 a.m. and 3:30 p.m.

### **11-03 MAINTAINING ACCESS, PUBLIC CONVENIENCE AND TRAFFIC CONTROL**

The Contractor shall submit to the Engineer for approval the Traffic Control Plan at the pre-construction conference. The Traffic Control Plan shall conform to most current California Manual of Uniform Traffic Control Devices and State Standard Plans. The Traffic Control Plan shall address the following and other concerns as applicable.

- A. The Contractor shall provide enhanced traffic control measures, which include “No Parking” barricades. “No Parking” barricades shall be posted at least 72-hours (excluding weekends and holidays) prior to street work. Unless approved otherwise by the Engineer, “No Parking” barricades shall be placed at a maximum spacing 100’.
- B. Parking may be temporarily prohibited in areas where the temporary traffic lane is shifted into the parking spaces. The Contractor shall post “No Parking” signs with days affected at least three (3) days prior to the closing of street parking. The parking spaces shall be immediately available after removal of the traffic control.
- C. The Contractor shall maintain all existing pedestrian walkways and crosswalks throughout the project limits or provide acceptable temporary pedestrian facilities through the construction zones. The location and details for such temporary facilities shall be submitted with the Traffic Control Plan to the Engineer for approval.
- D. The Contractor shall maintain pedestrian and vehicular access to all properties fronting the project. In the event of a planned driveway access disruption, the Contractor shall notify the property owner or tenant in writing three (3) working days prior to the closure, specifying the date and time of closure, including the start and finish times.
- E. Complete street closure shall not be permitted. The Contractor shall submit a traffic control plan at the preconstruction conference for the city Engineer’s approval. The contractor’s traffic control plan shall indicate requested lane closures including duration and detour.
- F. The minimum width of a traffic lane shall be ten (10) feet. Flashing Arrow Boards shall be required for all lane closures. Lane closures are restricted to between the hours of 9:00 a.m. and 3:30 p.m.
- G. The Contractor shall supply up to four (4) portable changeable message boards to be used at the direction of the Engineer.
- H. Traffic Control Plans shall be as per Caltrans standards and shall address among other things, lane closures, material and equipment storage, maintaining of bus stops, accommodating garbage pick-up and street sweeping schedules, maintaining of vehicle and pedestrian access and haul routes. Haul route permits shall be approved by the City.
- I. The Contractor shall provide appropriate flag persons for traffic control on all streets to allow for the safe passage of vehicles and pedestrians for the duration of construction period.
- J. The Contractor shall not place traffic signals in flashing red operation without prior approval from the City.

#### **11-04 PORTABLE CHANGEABLE MESSAGE SIGNS (12-3.32)**

If required, Portable Changeable Message Sign shall be placed at the intersection of Adams Street and Buchanan Street 7 days prior to pulverization. Portable changeable message signs shall be furnished, placed, operated, and maintained at locations designated by the Engineer in conformance with the provisions in Section 12-3.32, "Portable Changeable Message Signs" of the Standard Specifications and these special provisions.

#### **11-05 CONSTRUCTION AREA SIGNS (12-3.06)**

Construction area signs shall be furnished, installed, maintained, and removed, when no longer required, in accordance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these Special Provisions.

The location for each sign shall be approved in advance by the Engineer. The required size of each of the signs shall be 36" x 36" for W20-1, "Road Work Ahead," and 48" x 48" for G20-2, "End Road Work." The sign panels for all construction area signs, including temporary signs, shall conform to Section 12-3.06A of the Standard Specifications.

#### **11-06 TRAFFIC CONTROL SYSTEM**

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location. During the hours of darkness, as defined in Division 1, Section 289, of the Vehicle Code, portable signs to be illuminated shall be, at the option of the Contractor, either: Illuminated signs in conformance with the provisions in Section 12-3.06B(3), "Portable Signs," of the Standard Specifications; or Reflexite vinyl microprism reflective sheeting signs; or 3M high intensity reflectorized sheeting on aluminum substrate signs or Seibulite Brand Ultralite Grade Series, encapsulated lens retro-reflective sheeting signs; or approved equal.

The Traffic Control System shall be placed, maintained and removed under the direct supervision of a person who is certified by either the Institute of Transportation Engineers (ITE), the American Traffic Safety Services Association (ATSSA), the International Municipal Signal Association (IMSA) or the State of California Department of Transportation (Caltrans) as having successfully completed training in the design and operation of work zone traffic control.

The Contractor shall designate in writing the person who shall have the responsibility for supervising the activities associated with the Traffic Control System. Traffic Control System Plan as per Section 7-13 Public Safety, along with proof of certification, shall be submitted in writing at the Preconstruction meeting to the Engineer for approval. Any changes to plan, shall be provided to the Engineer for his approval, five (5) working days in advance of any planned activity, which requires traffic control. The person designated shall have the authority to stop the work if necessary.

Failure of the designated person to be present at the job site when any part of the Traffic Control is in place shall be considered a failure on the part of Contractor to perform a provision of the contract. The Engineer shall, in accordance with Section 12-4.03, "Closure Schedule and Conditions" of the Standard Specification, suspend all work until such time satisfactory arrangements have been made to have a certified person on the job site at all times when the Traffic Control System is in place. The days on which the suspension is in effect shall be considered working days if such days are considered working days within their definition set forth in Section 8-1.06 of the Standard Specifications.

#### **11-07 MEASUREMENT AND PAYMENT**

The Contractor is referred to Section 9-01 "BID ITEMS" for measurement and payment.

## **SECTION SP-12 WATER POLLUTION CONTROL PROGRAM (SECTION 13)**

### **12-01 WATER POLLUTION CONTROL PROGRAM**

The Contractor shall comply with all air pollution, water quality, and other environmental control rules, regulations, ordinances and statutes as apply to the project and the executing of the work performed pursuant to the Contract.

The Contractor shall implement construction site best management practices for the control of non-storm water and point discharges, erosion and sediment control.

A Water Pollution Control Program (WPCP) shall be required for the project. The WPCP shall:

1. Show the locations and types of water pollution control practices that will be used for stormwater and non-stormwater in areas outside the job site but related to work activities, including staging areas, storage yards, and access roads.
2. Show the locations and types of temporary water pollution control practices that will be used in the work for each construction phase.

*The Contractor is required to submit the WPCP at the preconstruction meeting.*

The Contractor shall be required to implement temporary construction site best management practices (BMP's) in accordance with the *Construction Site Best Management Practices (BMP) Fact Sheets* issued by the State of California, Department of Transportation. Construction site BMP Fact Sheets can be found at <http://www.dot.ca.gov/hq/construc/stormwater/factsheets.htm>. The temporary construction site best management practices required for this Contract shall include, but are not limited to:

- A. **Stockpile Management:** Implement BMP's, as appropriate, for soil stabilization and sediment control as applicable to stockpile of various materials.
- B. **Mobile Operations:** Implement BMP's, as appropriate, for the control of equipment fueling and maintenance, concrete mixing and wash out, hauling and storage of materials. BMP's shall control the specific situations that mobile operations can create.
- C. **Wind Erosion Controls:** Implement BMP's, as appropriate, for all disturbed soils on the project site that are subject to wind erosion when wind and dry conditions exist.
- D. **Tracking Controls:** Implement BMP's, as appropriate, for the control of sediments and debris from the collection system.
- E. **Non-Storm Water and Waste Management and Materials Pollution Controls:** Implement BMP's, as appropriate, to control the discharge of materials other than storm water to the storm water collection system.



To ensure the proper implementation and functioning of BMPs, the Contractor shall regularly inspect and maintain the construction site for the BMPs identified in the BMP Plan. The Contractor shall identify corrective actions and time needed to address any deficient measures or reinstate any BMPs that have been discontinued. All repair and correction shall begin within 72-hours of notice or before the next storm forecasted with 50% or greater chance whichever is sooner.

Inspections of the construction site shall be conducted by the Contractor to evaluate BMPs, as follows:

- A. Within 48-hours of a NOAA forecasted storm event of 50% or more.
- B. Weekly
- C. Every 24-hours during an on-going storm.

If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified BMP, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if requested by the Contractor and approved by the Engineer in writing, but not later than 72-hours after notice or before the next storm forecasted with 50% or greater chance whichever is sooner. The correction of deficiencies shall be at no additional cost to the City.

## **12-02 MEASUREMENT AND PAYMENT**

The Contractor is referred to Section 9-01 "BID ITEMS" for measurement and payment.

## **SECTION SP-13 EXISTING FACILITIES (SECTION 15)**

### **13-01 GENERAL**

Existing Facilities shall conform to Section 5-1.36, "Property and Facility Preservation," Section 5-1.36D, "Nonhighway Facilities," and Section 15, "Existing Facilities," of the Standard Specifications and these Technical Specifications.

### **13-02 OBSTRUCTIONS**

The Contractor's attention is directed to the existence of certain underground facilities which may require that special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 6 inches in diameter or pipelines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables either directly buried or in duct or conduit which do not have concentric neutral conductors or other effectively ground metal shields or sheaths; and underground electrical conductors with potential to ground more than 300 volts. The Contractor shall notify the Engineer at least seventy-two (72) hours prior to performing any work in the vicinity of such facilities.

The Contractor shall call USA at 811 to mark the locations of all underground utilities at least seventy-two (72) hours before the intended start of excavation. The Contractor shall remove all project USA markings, Engineer markings, and Survey markings from concrete surfaces only prior to project completion.

Any damage to any utility due to the Contractor's operations shall be repaired or replaced by the Contractor to the satisfaction of the Engineer. Contractor shall use extra caution prior to excavating where utility lateral locations are not known and shall repair property damage caused by damage to any utility.

Affected utility companies include but may not be limited to:

Pacific Gas & Electric Company	(510)231-2847
AT&T	(925) 823-1622
East Bay Municipal Utility District	(510) 287-1005

#### **Location of Existing Facilities**

**As the first order of work, the Contractor shall pothole all existing utilities to identify potential conflicts. Existing utilities to be located shall include, but not limited to water and gas services, street light conduit, all manholes (including storm drain, sanitary sewer, and telecommunications), valve boxes (including traffic signal, electrical, water and gas valve boxes), monuments and monument boxes, and all other miscellaneous boxes and facilities.**

**It has been reported by EBMUD that water service laterals on the west side of Adams Street may be relatively shallow and should be potholed to verify sufficient depth. Project plans show the location of known water service laterals. In addition to potholing existing utilities throughout the limits of work, it is the Contractor’s responsibility to verify and pothole at locations of all known water service laterals as well as any other water service laterals marked by USA along the west side of Adams Street. Potholing along the west side of Adams Street should be performed within 4 feet of the west gutter lip.**

### **13-03 DELAYS**

The Contractor shall receive no additional compensation for delays or inconvenience caused by utility relocation and/or adjustment work performed by others. The delay caused by these relocations and/or adjustments shall not count towards the Contractor’s “working days.”

### **13-04 SURVEY MONUMENTS**

Existing survey monuments shall be preserved, referenced or replaced pursuant to the requirements of State of California Streets and Highways Code Sections 732.5, 1492.5, and 1810.5 and Business and Professions Code Section 8771 and the following:

- The Contractor shall not disturb permanent survey monuments or benchmarks without consent of the Engineer. The Contractor shall bear the expense of replacing any monument or benchmark that may be disturbed without permission. Replacement shall be done only with the direction of and in the presence of the Engineer.
- Should the Contractor during the course of construction encounter a survey monument or bench mark not shown on the plans for the work, they shall promptly notify the Engineer in writing so that the monument or bench mark may be referenced accordingly, properly referenced, preserved, and/or restored.

### **13-05 REMOVALS**

The Contractor shall remove and dispose of existing portland cement concrete curb, gutter, sidewalk, and driveway from the locations shown on the Plans. When curb and gutter and/or roadway pavement are removed, the Contractor shall immediately place portable delineators along the edge of the pavement. Portable delineators shall be 36-inch minimum height, orange with white reflectors. The delineators shall be maintained by the Contractor until new curb and gutter are placed. All materials removed shall be legally disposed of in accordance with Section 7-1.04, “Public Safety,” of the Standard Specifications.

Existing concrete to be removed shall be sawcut at the nearest joint or score line, unless otherwise directed by the Engineer. Any existing concrete damaged by reason of the Contractor’s operations outside this limit shall be repaired at the Contractor’s expense. The repair shall be made by removing and replacing the entire portion between weakened plane joints or score lines.

Nothing in these Special Provisions shall relieve the Contractor of the Contractor's responsibility as specified in Section 7-1.04, "Public Safety," of the Standard Specifications.

### **13-06 RESTORE EXISTING IRRIGATION SYSTEM AND LANDSCAPING**

Any irrigation system and/or landscaping damaged during the installation of curb, gutter, sidewalk and curb ramps shall be replaced in kind by the Contractor.

The Contractor's attention is directed to the existence of private irrigation facilities not shown on the Plans. It is possible that some of these facilities may be in conflict with the proposed improvements or may be damaged during construction.

Existing turf may be carefully removed and restored following site grading. Turf may be replaced as long as new sod is of the same species as the existing. Contractor shall submit a sample to the Engineer for approval prior to installation.

The irrigation system in conflict with the new sidewalk and curb ramps shall be repaired and/or relocated to clear the new sidewalk and curb ramp construction. The Contractor shall coordinate replacement/relocation of the irrigation system with the property owners. The Contractor shall remain responsible for irrigating the landscape area until the irrigation system is fully functional.

### **13-07 MEASUREMENT AND PAYMENT**

The Contractor is referred to Section 9-01 "BID ITEMS" for measurement and payment.

## **SECTION SP-14 CLEARING AND GRUBBING, TRIMMING VEGETATION AND TREE PROTECTION (SECTION 16)**

### **14-01 DESCRIPTION**

This work shall be done in accordance with Section 16, “Clearing and Grubbing,” of the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Work under this section shall include: removal of all objectionable material in conflict with the work such as debris, shrubs, trees, other vegetation; trimming of trees, shrubs and other vegetation, and disposal of material at the end of each working day from within the specified work area, as shown on the Plans, as specified herein, and as directed by the Engineer.

### **14-02 PRESERVATION OF PROPERTY**

Contractor’s attention is directed to Standard Specifications Section 5-1.36, “Property and Facility Preservation.” Protect existing improvements to remain in place including utilities, vegetation, irrigation, curbs, paving and drainage facilities. Repair, replace, or restore any damaged items as required and directed.

All existing private improvements, such as irrigation, landscaping, etc., that conflict with the new improvements shall be removed and restored to original or better condition in new locations as approved in advance by the Engineer.

### **14-03 REMOVAL AND DISPOSAL OF MATERIALS**

All material removed, unless designated to be salvaged, shall become property of the Contractor and shall be disposed of outside City’s right-of-way in accordance with Standard Specifications Section 16-1.03d, “Disposal of Materials.”

### **14-04 TRIMMING VEGETATION AND TREE PROTECTION**

Due care shall be taken when working near trees, public or private. For all phases of the work, Contractor is responsible for protecting trees and Contractor will replace any trees judged damaged by the City.

Trees situated in a tree well or sidewalk planting strip shall be wrapped with four (4) layers of orange plastic fencing as padding from the ground to the first branch with 1-inch thick wooden slats bound securely on the outside. During installation of the wood slats, caution shall be used to avoid damaging any bark or branches. Major scaffold limbs may also require protection as directed by the Engineer to a height of 12 feet above the ground. Contractor shall make every effort to keep deleterious materials associated with project construction from contacting any part of the trees or being placed or stored in the tree well, planting strip, or within a tree’s dripline.

For all phases of work, Contractor shall not cut any roots greater than two (2) inches in diameter. When roots greater than two (2) inches in diameter are encountered, Contractor shall notify the Engineer/Inspector and allow three (3) business days to cut the roots. No compensation shall be given to the Contractor for any time for the City root cutting. Contractor shall not scrape, skin, or pull on roots. Any root cutting shall be done with clean and sharp blades/tools.

Should tree, root, and/or bush pruning be required to construct the improvements shown on the plans, specified in these Special Provisions, and as directed by the Engineer/Inspector, Contractor shall notify the Engineer/Inspector and allow three (3) business days before pruning. All pruning shall be done as directed by the City Urban Forester and in the presence of the City's Urban Forester.

- a) Existing sidewalk shall be removed in a manner that prevents any machinery, such as a backhoe, Bobcat<sup>®</sup>, or mini-excavator, from traveling over the exposed root zone.
- b) Contractor shall make every attempt to not scrape, skin, or pull on roots. Hand excavation or air-spading around roots may be required.
- c) Where roots must be pruned, the area shall be excavated down to the depth required for the improvements prior to the arborist inspecting the site; and all rock, concrete or other loose material shall be removed.
- d) No roots shall be torn or pulled using any other tools or machinery unless already severed on each end by one of the approved pruning tools.
- e) Exposed roots shall be covered with soil, mulch, or wet burlap if they will be exposed for more than 48 hours without measurable precipitation and maintained in a moist condition.

Contractor shall make every effort to avoid damaging any City owned property, including (roots, trunk and canopy of) City maintained trees. If damages to trees are found to be as part of Contractor negligence, Contractor shall be responsible for as follows:

- a. Contractor will provide full reparation to include removal of irreparable tree and replacement with similar approved species. Contractor will perform this work themselves (at Contractor's expense) under supervision of City forestry personnel, and/or,
- b. Contractor will reimburse City forestry department for City expenses incurred in the related reparation work, consisting of but not limited to, site inspections, corrective pruning, tree removal, and tree replacement.

Damages shall be graded 1 (minor) through 5 (replacement), as determined by City forestry department, with monetary values attached.

All pruning to be performed by the Contractor shall be approved in advance by the Engineer.

#### **14-05 MEASUREMENT AND PAYMENT**

Full compensation for Clearing and Grubbing, Trimming Vegetation and Tree Protection shall be considered as included in the contract price paid for the various bid items of work involved and no separate payment will be made therefor.

## **SECTION SP-15 MISCELLANEOUS CONCRETE (SECTION 73)**

### **15-01 GENERAL**

Existing concrete facilities including curbs, curb and gutters, and curb ramps shall be removed and replaced or constructed at the locations indicated on the plans or as directed by the Engineer.

Curb ramps shall comply with Caltrans 2018 Standard Specifications & Caltrans Standard Detail A88A.

### **15-02 MATERIALS**

#### **15-02A General**

All section references are to the 2018 Caltrans Standard Specifications.

Portland Cement Concrete: PCC for concrete pavement must comply with section 90-1. Minor Concrete for curbs, curb and gutter, and sidewalks must comply with Section 90-2 Minor Concrete of the Standard Specifications.

All minor concrete shall have 1.5 lbs of lampblack per cubic yard of concrete.

#### **15-02B Concrete Mix Design**

The Contractor shall furnish a concrete mix design to the Engineer at least ten working days prior to the start of the work, based on the following guidelines.

General Concrete Facilities including curb, gutter, sidewalk, residential driveways, etc. shall meet the following requirements:

Compressive Strength:	2500 psi @ 28 days
Maximum Slump:	5 inches

Heavy Vehicular Facilities including valley gutters, cross gutters, corner gutters, swales, commercial driveways, and alley entrances shall meet the following requirements:

Compressive Strength:	4000 psi @ 28 days
Maximum Slump:	4 inches

The Contractor shall be responsible for all costs associated with the required mix design.

#### **15-02C Quality Control / Acceptance Testing**



Field testing shall include testing for concrete slump as per ASTM C-143 and compressive strength (C39). Such testing shall be at a frequency determined by the Engineer and shall be performed by the Owner's laboratory at the Owner's expense. The Contractor shall furnish the concrete necessary for casting test cylinders.

### **15-02D Detectable Warning Surface**

Detectable warning surface shall be in the form of tiles or panels manufactured from a fiberglass reinforced ultra violet stabilized polymer composite. The panels may be cast-in-place or may be surface-applied.

Detectable warning surface tiles shall conform to the requirement established by the Department of General Services, Division of State Architect and incorporate an in-line pattern of truncated domes measuring nominal 0.2" in height, 0.9" base diameter, and 0.45" top diameter, and spaced 2.35" center-to-center as measured side by side. The field area shall consist of a high density, pyramid micro textured of raised points 0.05" high. Anchors shall have a minimum spacing of 12-inches.

Detectable warning surface product shall be by Armor-Tile ([armor-tile.com](http://armor-tile.com)), Safety Step TD ([safetysteptd.com](http://safetysteptd.com)), ADA Sign Depot ([adasigndepot.com](http://adasigndepot.com)) or approved equal.

Detectable warning surface tiles color shall be homogeneous throughout the tile. Color shall be:

- Yellow (Federal Standard 595B, Color No. 33538)

Detectable warning surface tiles shall be configured such that the required area is covered by no more than two tiles to conform to the dimensions as shown on the plans, and as directed by the Engineer. If multiple detectable warning surface tiles are used, joints shall be centered in the curb ramp or as approved by the Engineer. On curved ramps requiring more than one tile, the tiles shall be cut neatly such that the front edge of the tiles would line up with the score line and the back edge would have the appearance of a smooth curve as shown on the plans. No offsets, uneven or jagged edges of tiles will be allowed.

Detectable warning surface tiles shall be cut into size and configuration indicated on the plans using a 60 tooth carbide blade on a table saw or equivalent cutting device. Minimize any cantilever effect (to the maximum extent practicable) when cutting between successive embedment ribs as concrete will tend to flow up and over the CIP Tiles. The top of the body of the tiles shall be fully seated and flush with the adjacent concrete substrate. For specific instructions for cutting and setting refer to manufacturer's written instructions.

Detectable warning surface tiles shall conform to the following ASTM specifications:

- ASTM D 695 Compressive Strength Not less than 25,000 psi
- ASTM D 790 Flexural Strength Not less than 30,000
- ASTM D 570 Water Absorption 0.05%
- ASTM C 1028 Slip Resistance 0.8 wet/ 1.18 dry
- ASTM E 84 Flame Spread Index <25

- ASTM B 117 Salt Spray No Change (300 hours)
- ASTM 1308 Chemical Stain No Effect
- ASTM C 501 Abrasion Resistance  $L_w > 500$
- ASTM G 155 Accelerated Weathering  $\Delta E < 5$  (2,000 hours)
- ASTM D 638 Tensile Strength 12,500 psi
- AASHTO-H20 Load Bearing at 10,410 lbs. No Cracking, Delamination or Deformation
- ASTM C 1026 Freeze/Thaw/Heat No Chipping, Cracking or Peeling
- ASTM D 1037 Accelerated Aging [Freeze/Thaw] No Change in Color, Gloss or Delamination
- ASTM D 696-03 Linear Thermal Expansion  $9.45 \times 10^{-7}$  per degree Fahrenheit

Detectable warning surface tiles shall be suitably packed or crated to prevent damage in shipment or handling. Finished surfaces shall be protected by sturdy plastic wrappings to protect tile from concrete residue during installation and tile shall be identified by part number. Protective plastic wrapping shall be removed within 24-hours after tiles are installed.

Detectable warning surface installation shall comply with the manufacture's recommendations.

The Contractor shall be certified as a truncated dome installer and possess an installation certification from a truncated dome manufacture that must be proved at the preconstruction meeting with the truncated dome material submittal.

Detectable warning surface tiles shall be warranted in writing for a period of five (5) years from date of final completion. The guarantee shall include defective work, breakage, deformation, fading and loosening of tiles.

## **15-03 CONSTRUCTION**

### **15-03A General**

All work shall conform to the provisions of Section 90 of the Standard Specifications.

The existing concrete shall be sawcut full depth prior to removal. Any concrete broken due to the Contractor's failure to comply with these requirements shall be removed and replaced at the Contractor's expense.

The line and grade of the replaced facilities shall conform to the existing facilities. In most instances, this will consist of a straight line between existing facilities. However, it may be necessary to construct grade breaks so that replaced facilities conform to the existing pavement surfaces.

The Contractor shall water test all repaired curbs and gutters, cross gutters, and other repaired drainage facilities in the presence of the City's Inspector.

Commercial driveway and alley approaches, including the adjacent curb and gutter section, shall be removed and replaced within twenty-four hours. Curing time shall be seventy-two hours.

**No horizontal or vertical control will be provided for the forming and placing of new concrete facilities, unless shown on the plans. It is the responsibility of the Contractor to ensure that new concrete facilities are constructed in accordance with the City of Albany's Standard Plans, and as specified in the Standard Specifications.**

**15-03B Protection of Existing Facilities**

The contractor shall protect existing facilities from damage and discoloration from concrete splash. Adjacent concrete facilities shall be covered during concrete placement to prevent concrete splash and excess concrete from staining the adjacent concrete. After initial placement, strikeoff and finishing, the protection shall be removed and the adjacent concrete cleaned.

Vertical existing facilities such as light poles, walls, etc. shall be protected with plastic extending a minimum of three feet above the concrete surface. After initial placement, strikeoff and finishing, the protection shall be removed and the vertical surfaces cleaned.

**15-03C Subgrade**

After the subgrade is prepared, moisture conditioned, and compacted to 90% relative compaction at zero to three percent over optimum, the Contractor shall continuously maintain the sub-grade in a uniform condition at the moisture content obtained during sub-grade compaction until the concrete is placed.

**15-03D Forming**

Wooden forming shall be of two-inch nominal thickness staked at two-foot intervals. The maximum gap at the bottom of the forms shall be 1-3/4 inches.

**15-03E Tolerances**

The maximum variation from design elevation shall not exceed +/- 0.02 feet. In some instances, particularly in critical drainage areas, tolerances may be reduced to zero. Concrete facilities shall be installed to maintain or provide positive drainage. Questions regarding applicable tolerances shall be directed to the Engineer forty-eight hours in advance of the work.

When shown on the drawings, the concrete shall be set at the design elevations. When existing facilities are to be removed and replaced, they shall conform to the existing elevations and grades. Generally, this will be at a straight line between the start and end points of the removal. However, it may be necessary to construct grade breaks so that replaced facilities conform to the existing pavement surfaces and so that replaced facilities meet the slopes requirements in accordance with the City of Albany's Standard Plans, and as specified in the Standard Specification.

**15-03F Placing and Finishing**

**15-03F(1) General**

The concrete shall be deposited on a moist grade in such a manner as to require as little re-handling as possible. Workmen shall not be allowed to walk in the freshly mixed concrete with boots or shoes coated with earth or foreign substances.

### **15-03F(2) Strikeoff, Consolidation, and Finishing**

In general, adding water to the surface of the concrete to assist in finishing operations shall not be permitted.

Before final finishing is completed and before the concrete has taken its initial set, the edges shall be carefully finished with the radius shown on the plans or a radius to match the existing construction.

Concrete shall be thoroughly consolidated against and along the faces of all forms and adjacent concrete. After the forms are removed, excess concrete below the form surface shall be removed to be flush with the form face.

All new concrete shall match existing facilities in texture, color, and appearance. Per City Standard Detail ST – 8, 1.5 lb Lamp black per cubic yard shall be added to mix.

### **15-03F(3) Concrete Protection**

The Contractor shall always have materials available to protect the surface of the fresh concrete against rain. These materials shall consist of burlap, curing paper, or plastic sheeting. If plastic sheeting is used, it shall not be allowed to contact finished concrete surfaces.

The Contractor shall also protect the concrete against traffic and vandalism. If the concrete is damaged or vandalized, the Contractor shall make the necessary repairs at its own expense. The repair procedure for damaged or vandalized concrete shall be approved in advance by the Engineer.

### **15-03F(4) Curing**

Concrete shall be cured by protecting it against loss of moisture, rapid temperature change, and mechanical injury for at least three days after placement. White or clear liquid membrane compound shall be used. After finishing operations have been completed, the entire surface of the newly placed concrete shall be covered by the curing medium. The edges of the concrete exposed by the removal of forms shall be protected immediately to provide these surfaces with continuous curing treatment.

The concrete shall be allowed to cure for seventy-two hours prior to placing adjacent hot mix asphalt.

### **15-03F(5) Joints**

Control joints shall be placed at a maximum spacing of ten feet.

Control joints in all PCC facilities, except sidewalks, shall be formed by tooling a deep joint or by using expansion joint material. If expansion joint material is used, a minimum of two 1/2 inch by eighteen-inch dowels shall be used with additional dowels placed every twenty-four inches.

Control joints in sidewalks may be made using a tooled joint which shall extend a minimum of 1/4 of the depth of the concrete and shall not be less than 1-1/2 inches in depth.

Expansion joints shall be required at a maximum of forty-foot intervals on curbs, curbs and gutters, cross gutters, swales, and sidewalks. Expansion joints shall also be required on all corners of curbs, curbs and gutters, sidewalks, and other locations with discontinuities or reentrant corners which may cause cracking.

#### **15-03F(6) Cleanup and Backfill**

After the concrete is placed, cured, and the forms have been removed, the Contractor shall clean the site of all concrete and forming debris.

At concrete repairs which abut planter areas and/or parkways, after curing has been completed and the forms have been removed from the new curb and gutter or sidewalk, the void between the new concrete and the existing ground shall be filled with clean native material or imported topsoil and the entire parkway left in a clean and orderly condition. Soil backfill shall be moisture conditioned and lightly tamped (not by mechanical means) to prevent future settlement.

For areas where concrete is to be removed but not replaced, the resulting void after excavation shall be backfilled with clean native soil material or imported topsoil and graded to blend in to the adjacent planter or landscape surface. Soil backfill shall be moisture conditioned and lightly tamped (not by mechanical means) to prevent future settlement.

All HMA removed to facilitate in concrete form work placement for all curb and gutter construction shall be replaced with hot mix asphalt (HMA) to a depth of 6" minimum. The width of HMA conforms shall be 24" minimum.

#### **15-03G Curb Ramps**

Curb ramps shall be constructed in general conformance with 2018 Caltrans Standard Plan A88A and the Special Provisions. Curb ramp construction will typically include removal and replacement of sidewalk, curb and gutter adjacent to new ramp, and installation of detectable warning surface (truncated domes). It is the responsibility of the Contractor to ensure that slopes and dimensions are constructed in accordance with the Caltrans Standard Plans and as specified in the Standard Specifications. A Ramp Inspection Form shall be completed by the Inspector and initialed by the Contractor following placement of concrete forms and after final concrete has been poured. A copy of the Ramp Inspection Form is included in Appendix A.

The contractor's duties as part of curb ramp construction shall include coordinating with utility company representatives for those locations where existing utility boxes fall within the limits of new ramp and/or sidewalk construction. Coordination efforts should be made early on in the Contract for those items which may require a long lead-in time or may involve significant interaction with utility company personnel.

#### **15-04 MEASUREMENT AND PAYMENT**

The Contractor is referred to Section 9-01 “BID ITEMS” for measurement and payment.

## **SECTION SP-16 AGGREGATE BASE (SECTION 26)**

### **16-01 GENERAL**

This work shall consist of furnishing, grading, and compacting aggregate base under concrete repair areas and new structures, and where called for in the plans and these Special Provisions.

### **16-02 MATERIALS**

Aggregate base shall conform to Subsection 26-1.02B, "Class 2 Aggregate Base", of the Standard Specifications. The grading shall be as indicated on the plans, or as directed by the Engineer.

### **16-03 CONSTRUCTION**

Grading shall comply with the requirements of Section 19, "Earthwork", of the Standard Specifications. During any grading operations, the Contractor is specifically directed to Subsection 5-1.36, "Property and Facility Preservation". The Contractor shall protect any items, facilities, or improvements, as necessary, in order to avoid causing damage.

The existing subgrade material below the new aggregate base shall be ripped, scarified, moisture conditioned to optimum moisture content, and compacted as follows:

- Under hot mix asphalt: Minimum of 95 percent relative compaction
- Under concrete: Minimum of 90 percent relative compaction

Construction of the new aggregate base shall conform to Section 26 of the Standard Specifications. The constructed thickness of the aggregate base layer shall be not less than the design thickness minus 1/2 inch.

### **16-04 MEASUREMENT AND PAYMENT**

Full compensation for Aggregate Base shall be considered as included in the contract prices paid for the various bid items of work involved and no additional compensation will be allowed therefore.

## **SECTION SP-17 STORM DRAIN IMPROVEMENTS**

### **17-01 GENERAL**

This work shall consist of excavating, bedding, backfilling and installing drain pipe and drainage structures under concrete and asphalt pavement areas and where called for in the plans and these Special Provisions.

### **17-02 MATERIALS**

Concrete shall conform to Section 90 of the Standard Specifications.

Aggregate Base shall conform to Section 26 of the Caltrans Standard Specifications.

Curb Inlet structures shall be precast and conform to the City of Albany Standard Details, Section 51-7 of the 2018 Caltrans Standard Specifications and these Special Provisions.

Controlled Low-Strength Material (CLSM) backfill shall conform to Section 19-302G of the 2018 Caltrans Standard Specifications and these Special Provisions.

PVC pipes and fittings shall meet requirements of ASTM D3034. All fittings shall be slip-joint type with elastomeric seals.

### **17-03 CONSTRUCTION**

#### **17-03.1 Pipe Installation**

Excavate trench a minimum of 6 inches wider than the outside diameter of the pipe. Runs shall be as close as possible to those shown on Drawings. Excavate to required depth and grade from downstream end up slope.

Provide shoring as required by Cal OSHA, CalTrans Specifications (Sections 5-1.02A and 7.1.01E), and Local agency requirements.

Remove debris from trench prior to laying of bedding and pipe. Backfill over excavated trench bottoms in excess of 2 inches with native soils compacted to 90 percent relative compaction.

Lay pipes with bells on the upstream end of pipe. Excavate bell hole as required. Make joints in accordance with manufacturer's recommendations.

Secure pipe from floating during backfill and maintain 2 inches minimum clearance from trench wall to pipe. Pipes shall be within 0.03 foot of design grades when backfilled and shall be free of dips or humps.

Backfill with CLSM as soon as practical after placement of pipe. In landscape areas, place CLSM backfill to within 12 inches of surface. Backfill remaining trench with topsoil compacted to 85 percent



relative compaction. Under concrete, extend backfill to top of native material. In existing or new pavement areas, extend backfill to top of aggregate base or treated soil layer.

### **17-03.2 Structure Installation**

Excavate hole a minimum of 12 inches wider than outside of structure. Structures shall be set to within +/- 0.03 feet of design grade.

For structures with precast bottoms, level bottom of excavation. Sand or aggregate base may be used. If greater than 1-1/2 inches thick, must be moisture conditioned and compacted with vibraplate. Grout structure to cast-in-place base. Structures set on wet concrete do not need to be grouted.

If indicated on plans, provide sediment basin of 1 to 2 inches depth in bottom of structure below invert of outfall pipe. Fill with concrete and finish smooth if necessary.

Creating holes in existing structures shall be performed by coring where possible. If coring is not possible, the hole shall be created by using a rotohammer to make 1/2" to 1" inch holes approximately 2 inches apart at the outer circumference of the hole. After the holes have been rotohammered completely through the existing structure, the inside of the hole can be chipped out. Do not use jackhammer to create hole without predrilling as specified above first. Hole shall be 1 to 3 inches larger than outside diameter of pipe. Damaged structures shall be repaired as directed by the Owner.

CLSM may be used to fill the annular space around the pipe to within 2 inches of the inside of the structure. The last two inches of annular space shall be filled with a commercial non-shrink grout and finished smooth with the interior of the structure. Pipes shall be trimmed to be flush (+/- 2 inch) with the inside of the structure.

Backfill around structure with CLSM. In landscape areas, place backfill to within 12 inches of surface. Backfill remaining void with topsoil compacted to 85 percent relative compaction. Under concrete, extend backfill to top of native material. In existing pavement areas, extend backfill to top of aggregate base. In new pavement areas, extend backfill to top of native soils or treated soil layer.

### **17-03.3 Field Quality Control**

Failure to install joints properly shall be cause for rejection and replacement of pipe system. Notify City 24 hours in advance of backfilling for inspection of piping system. Contractor shall be equipped and prepared to remove covers and grates for the City's inspection of the inside of drainage structures.

### **17-03.4 Cleaning**

Clean out all construction debris from inside newly installed storm drain pipes and all newly installed structures. Clean out all existing structures which have been connected to the new storm drain system. Remove asphalt tack oil, hot mix asphalt, concrete splash and any other construction material or other foreign substances from frames, cover and grates.

#### **17-04 MEASUREMENT AND PAYMENT**

Full compensation for Storm Drain Improvements shall be considered as included in the contract prices paid for the various bid items of work involved and no additional compensation will be allowed therefore.

## **SECTION SP-18 COLD PLANING (SECTION 42)**

### **18-01 GENERAL**

Cold planing shall include all work necessary to remove existing asphalt and/or concrete pavement to a predetermined depth as indicated on the drawings. Cold planing may be used for “Remove & Dispose 4” of Pulverized Material”, “Remove & Replace 6” HMA”, and “6” Deep Lift Stabilization”.

### **18-02 EQUIPMENT**

The machine used for planing shall have performed satisfactorily on similar work and shall meet the following requirements:

The planing machine shall be specifically designed and built for the planing of bituminous pavements without the addition of heat. It shall have the ability to plane portland cement concrete patches in the bituminous pavement, or portland cement concrete pavements. The cutting drum shall be a minimum of sixty inches wide and shall be equipped with carbide tipped cutting teeth placed in a variable lacing pattern to produce the desired finish.

The machine shall be capable of being operated at speeds of zero to forty feet per minute, it shall be self-propelled, and have the capability of spraying water at the cutting drum to minimize dust. The machine shall be operated in such a way so that no fumes or smoke will be produced. The machine shall be capable of removing the paving material next to curbs or gutters and be designed such that the operator thereof can at all times observe the planing operation without leaving the controls. The machine shall be adjustable for slope and depth and shall be equipped with sonic sensing devices for controlling depth.

### **18-03 CONSTRUCTION**

#### **18-03A General**

The depths and dimensions of the cold planing are designated on the plans. Cold planing may be used for removal of existing pavement and base materials under items for “Remove & Dispose 4 1/2” of Pulverized Material”, “Remove & Replace 6” HMA” and “6” Deep Lift Stabilization (Allowance)”.

Pavement to be cold planed may contain pavement fabric.

Cold planing operation will not commence until a sweeper is on site.

Pavement and base materials removal associated with “6” Deep Lift Stabilization” shall be replaced the same day as the removal.

#### **18-03B Lowering Utility Covers**

**The Contractor shall contact utility owner seventy-two (72) hours prior to lowering and shall request inspection by owner of utility.**

Prior to cold planing on streets to have a uniform depth of the existing surface removed, all utility covers shall be lowered such that the cutting teeth of the planing machine passes over the adjusted lid without causing damage to the lid or frame. Contractor shall be responsible for maintaining any temporary asphalt fill material over these facilities until the final paving surface is installed. The Contractor shall clearly mark or reference lowered sanitary sewer and water valves in case emergency access is required by the agency responsible for operation of the sewer and water system.

### **18-03C Pavement Removal**

All pavement areas called out for removal and replacement shall be cold planed to the dimensions indicated on the plans, or as directed by the Engineer. Pavement against curb faces shall be removed to the full depth designated for that particular section of roadway. If pavement against curb faces cannot be removed by the planing machine, the Contractor shall use other means to remove this material.

### **18-03D Temporary Striping**

Streets to be milled shall be temporarily striped after completion of cold planing prior to pavement resurfacing work. Temporary striping shall consist of reflective traffic striping tape by 3M (or equal) and shall be continuously maintained by the Contractor until resurfacing work is performed. Temporary striping will be placed to delineate lane lines, center lines, crosswalks, and other traffic striping legends. "Floppies" or other devices secured via adhesive will not be allowed, as the grooves of the milled roadway do not provide an adequate surface for adhesion.

### **18-03E Tolerances**

The pavement surface after cold planing shall be uniformly rough. The grade shall not deviate from a suitable straight edge more than 1/4 inch at any point. When multiple passes are required to create the cold planed surface, the maximum variation from a stringline or straight edge shall be 1/4 inch high to 1/2 inch low. High points out of tolerance shall be replaned to fall within tolerance. Low areas shall be filled with asphalt concrete as specified herein to meet tolerances. The cost of such correction of low areas shall be entirely borne by the Contractor.

### **18-03F Removal and Disposal of Material**

During the cold planing operation, the Contractor shall sweep the roadway with mechanical equipment and remove all loosened material from the project site until completion of the removal work.

All material removed shall be considered the property of the Contractor and shall be removed and disposed of at the Contractor's expense.

In addition to removing the cold planed asphalt concrete, the Contractor shall remove any hot mix asphalt which has adhered to the top of the adjacent gutter, cross gutter, or apron.

#### **18-03G Air Pollution Control**

The Contractor shall take all necessary measures to avoid the dispersion of dust. Attention is directed to Subsection 14-9.02 of the Standard Specifications.

#### **18-03H Temporary Transitions**

The Contractor shall construct and maintain temporary pavement transitions prior to allowing traffic onto cold planed pavement areas. Such transitions shall have a maximum slope of 20:1 and be constructed on kraft paper or other suitable bond breaker such that upon removal of the transition a clean notch remains. Temporary transitions are required along all planed edges at existing or new disabled access ramps. Temporary transitions shall also be provided along all planed edges with a drop off greater than 2" in depth at all paving conforms, cross gutters, and commercial and residential driveways.

#### **18-03I Correction of Tear Out Areas**

If tear-out to the remaining, underlying layers occurs during the cold planing operation, the Contractor shall adjust his operation to minimize tear-out. Corrections shall include changing operation speed and replacing cutting teeth. Changes in cold planing depth shall only be made with approval of the Engineer.

Areas torn out by lack of diligence on the Contractors part shall be corrected by placement of asphalt concrete conforming to the requirements of these Technical Provisions. Areas torn out due to pre-existing adhesion problems in the existing asphalt concrete shall be corrected at the City's expense as directed by the Engineer.

#### **18-04 MEASUREMENT AND PAYMENT**

Full compensation for Cold Planing shall be considered as included in the contract price paid for "Remove & Dispose 4-1/2" of Pulverized Material", "Remove & Replace 6" HMA" and "6" Deep Lift Stabilization (Allowance)" and no additional compensation will be allowed therefore.

## **SECTION SP-19 ASPHALT TACK COAT (SECTION 39 & 94)**

### **19-01 GENERAL**

The work to be performed shall consist of furnishing and applying tack coat in conjunction with hot mix asphalt paving work.

### **19-02 MATERIALS**

The tack coat shall be emulsified asphalt of grades RS1, RS2, SS1, or SS1h, conforming to Section 94, 'Asphaltic Emulsions', of the Standard Specifications.

### **19-03 APPLICATION**

The tack coat shall not be applied until the preparation of the existing surface has been completed, and then only so far in advance of placing the asphalt concrete as permitted by the Engineer. Preparation of the subgrade shall be performed as described in these Technical Provisions. No tack coat shall be left exposed overnight. Immediately in advance of placing the asphalt concrete, additional tack coat shall be applied as directed by the Engineer to areas where previously applied tack coat has been destroyed or otherwise rendered ineffective, and no additional compensation will be allowed for such work.

Existing concrete curb faces shall be protected against discoloration from the asphalt. Residue of the material shall be removed from curb faces by sandblasting to the extent required by the Engineer.

Tack coat shall be applied as specified in Subsection 39-1.09 of the Standard Specifications and these Technical Provisions. The Engineer will determine if the pavement is sufficiently dry for the application of the tack coat. Further, tack coat shall not be applied when the temperature of the surface to be tacked is below 40 degrees Fahrenheit in the shade.

Tack coat shall be applied to all vertical edges to be paved against including curb faces and gutter lips. The Contractor shall protect concrete surfaces that are not to be paved against from tack coat spray or splash. Any tack coat more than one inch above the paving surface shall be removed by power washing or other means.

### **19-04 MEASUREMENT AND PAYMENT**

Full compensation for Asphalt Tack Coat shall be considered as included in the contract prices paid for the various bid items of work involved and no additional compensation will be allowed therefor.

## **SECTION SP-20 REMOVE & REPLACE HMA**

### **20-01 GENERAL**

The work shall consist of removing and replacing existing hot mix asphalt (HMA), and base if necessary, to the specified depth by cold planing.

### **20-02 MATERIALS**

The Hot Mix Asphalt for remove & replace areas must conform to Section 39 of the 2010 Caltrans Standard Specifications (unrevised), and these Special Provisions.

### **20-03 CONSTRUCTION**

Pavement removal associated with 6" Deep Lift Stabilization shall be replaced the same day as the removal.

The pavement areas designated to be replaced shall be removed to a uniform depth as specified, and shall be removed by cold planning or by means acceptable to the Engineer. Any broken or damaged pavement edges shall be re-cut prior to paving. All removed material shall be cleared from the site.

The excavated areas shall be graded as shown on the plans as necessary to provide a uniform pavement thickness. The base rock or native soil shall be compacted to 95% relative compaction. Compaction testing shall be performed in accordance with either CTM 216 and 231 or ASTM D-1557, D-2216, D-2922, and D-3017. All segregated or loose material shall be removed.

On areas where the underlying material appears to be wet or soft or where it deflects under wheel loads, the Contractor shall employ excavation and work techniques which do not worsen the sub-grade condition.

Prior to placing aggregate base or Hot Mix Asphalt, each pavement replacement area shall be proof-rolled with a loaded construction vehicle, preferably a ten-cubic yard dump truck or equivalent. The compacted surface shall not visibly yield or deflect. Soft, yielding, unstable, or unsuitable areas shall be removed and replaced with base rock or Hot Mix Asphalt. If the areas were caused or significantly worsened by the Contractor's operations, these areas shall be replaced at the Contractor's expense.

In the event that the underlying material is soft, yielding, unstable, or unsuitable, it shall be excavated to a depth of 0.5 feet below the depth required above and disposed of in accordance with these Special Provisions. The limits of removal shall be designated by the Engineer. The resulting space shall be filled with a single lift of Hot Mix Asphalt.

Unsuitable material is defined as material the Engineer determines to be:

1. Of such unstable nature as to be incapable of being compacted to specified density using ordinary methods at optimum moisture content, or

2. Too wet to be properly compacted and circumstances prevent in-place drying prior to incorporation into the work, or
3. Otherwise unsuitable for the planned use.

All vertical edges of existing pavement or concrete shall receive a tack coat immediately prior to paving. Additional tack may be necessary between Hot Mix Asphalt courses. No prime coat shall be required. A tack coat between layers of Hot Mix Asphalt shall be required if not paved on the same day or if the surface has been contaminated or soiled. Any contamination or soiling shall be thoroughly cleaned and a tack coat placed between layers immediately prior to paving.

Care shall be taken to assure compaction of the inside corners of the first lift. Ramping shall not be allowed on the course placed immediately prior to the surface course.

A minimum of two lifts shall be used for each replacement area or remove & replace with a depth greater than three inches. The surface course shall be 1-3/4 inches minimum thickness. No surface course may exceed three inches.

The repaired areas shall conform to the level of the surrounding pavement so that no elevation variation is evident. The surface shall have a maximum variation from high to low of 0.01 feet maximum when measured with a twelve-foot level. Variation at the edges shall not exceed 0.01 feet maximum. When matching existing pavement, the finished surface shall not inhibit drainage. The upslope edge of the remove & replace shall be 0.00 feet high to 0.01 feet low. On the downslope edge of the remove & replace, the finished surface shall be 0.01 feet high to 0.00 feet low. Any resulting variations shall be corrected to the satisfaction of the Engineer.

Materials removed using remove & shall become the property of the Contractor and shall be disposed of in accordance with local rules and regulations.

#### **20-04 MEASUREMENT AND PAYMENT**

The Contractor is referred to Section 9-01 "BID ITEMS" for measurement and payment.



## **SECTION SP-21 HOT MIX ASPHALT (HMA) (SECTION 39)**

### **21-01 GENERAL**

#### **21-01A Summary**

This work includes producing and placing hot mix asphalt (HMA) using modified Standard Process as indicated herein.

Comply with Section 39, "Hot Mix Asphalt," of the 2010 Standard Specifications (unrevised) except as modified in these special provisions.

#### **21-01B Submittals**

Submit JMF information on Form CEM-3511 and Form CEM-3512. Submit Form CEM-3513 or CEM-3514 for mixes that have been verified within last 12 months. Provide most recent CEM-3513 if mix has not been verified within the last 12 months. For unverified mixes or out of date mix tests, final acceptance will be based on production startup tests and Contractor will be paving at their own risk.

Submit Quality Control Plan that conforms to the current Caltrans Quality Control Plan Review Checklist for Hot Mix Asphalt. Allow 20 calendar days for review.

### **21-02 MATERIALS**

#### **21-02A Asphalt Binder**

The grade of asphalt binder mixed with aggregate for HMA Type A base, intermediate and surface courses must be PG 64-10.

#### **21-02B Aggregate**

Generally, the hot mix asphalt to be used will be as follows unless modified by the Engineer:

Base, Intermediate and Surface Courses:            1/2 inch Type A, hot mix asphalt

**Mix voids shall be targeted at 4.0%.**

**The allowable production range for mix voids shall be 2.5% to 5.5%.**

**TSR to be minimum 70 in accordance with CTM 371. In leu of TSR testing, 0.5% liquid antistripping can be added to the mix.**

## **21-03 CONSTRUCTION**

### **21-03A Surface Preparation**

The work shall consist of preparing the existing street surfaces prior to the commencement of paving. Such work shall include removing raised pavement markers, removing thermoplastic traffic markings and legends, controlling nuisance water, sweeping, watering, and removing loose and broken asphalt concrete pavement and foreign material as specified in the Standard Specifications and these Technical Provisions, and as directed by the Engineer.

All vertical edges to be paved shall be tack coated. These include, but are not limited to, curb faces, gutter lips, swale edges, cross gutter edges, and pavement edges.

Tack coat shall be utilized and shall be either emulsified asphalt Grade RS-1, RS-1h, SS-1, or SS-1h conforming to Section 94, "Asphaltic Emulsions," or paving grade asphalt conforming to Section 92, "Asphalts Binder."

Seal all cracks prior to placing HMA. All cold joints, both longitudinal and transverse, shall be heated with a torch immediately prior to paving. Cold joints include previous passes placed more than three hours prior. All cold joints shall be tack coated. Rolling shall be performed as indicated in the referenced Caltrans specifications. The roller water shall contain a soap type compound to prevent sticking of the HMA material to the rollers.

### **21-03B Leveling, Transitions, and Hot Mix Asphalt Fills**

A leveling course of variable thickness shall be placed and compacted prior to placing the surface course at locations where directed by the Engineer. The leveling course will be used to correct pavement irregularities such as rutting, variable cross slope, or variable longitudinal slope. Where two overlays of different thickness abut at a longitudinal joint, the Contractor shall add to the thinner section to match the thicker lift and provide a smooth transition and uniform cross-fall. Cold planing ridges or other rises in the pavement surface may be required by the Engineer. The Engineer will determine the exact limits and thickness of the leveling courses, hot mix asphalt fills, and transitions.

The Contractor shall construct temporary pavement transitions at all transverse paving joints greater than 1 inch prior to allowing traffic onto the paved surface. Temporary pavement transitions shall have a maximum slope of 20:1 or as approved by the engineer and be constructed on Kraft paper or other suitable bond breaker such that upon removal of the temporary pavement transition, a clean notch remains. The temporary transitions may be constructed of either cold mix or hot mix.

The Contractor shall continuously maintain the temporary pavement transitions until final paving. Each temporary transition shall be inspected by the Contractor and repaired as necessary to comply with these provisions at the end of each day including weekends and holidays. All temporary transitions shall be completely removed prior to placement of surface course paving.

Failure to comply with these provisions will result in a liquidated damage of \$250 per day per transition and/or the cost of City crews making the repairs if necessary to correct for public safety.

### **21-03C      Layout**

The Contractor shall layout and mark the location of the edges of the paving passes of the surface course to match the new layout of the lane lines. The layout shall be made at least 24 hours prior to paving. The layout shall be approved by the Engineer prior to paving.

If the striping is to remain unchanged, the edges of the paving passes shall conform to existing lane edges.

In all cases where practical, each lane shall be paved in a single pass. In tapered transition areas, the shoulder areas shall be paved first, then the through lane shall be paved immediately after the shoulder paving.

For paving which incorporates new quarterpoints or gradebreaks due to keycuts or other conditions, the Contractor shall provide equipment capable of adjusting to the new surface profile at the appropriate locations. The profile adjustments shall be within twelve inches of the actual gradebreak or quarterpoint.

The Contractor shall take sufficient measurements during laydown to ensure that the full design hot mix asphalt layer depth is provided at each quarterpoint, gradebreak, or transition. Failure to provide the design depth at these areas will result in rejection of the work. Correction of this rejected work will include milling out the new hot mix asphalt from the road edge to the centerline or nearest inside lane line and repaving. The minimum length of the milled and corrected area shall be fifty feet.

### **21-03D      Tolerances**

The finished hot mix asphalt surface shall be flush with, to 1/4 inch (0.20 feet or 6 mm) above, the gutter lips. The finished pavement surface shall not be lower than the gutter lips.

The average pavement thickness shall be equal to the specified thickness for the project.

For total pavement thicknesses of less than four inches, the minimum allowable thickness will be 1/4 inch less than that specified.

For total pavement thicknesses of four inches or more, the minimum allowable thickness will be 1/2 inch less than that specified.

### **21-03E      Automatic Screed Controls**

For all main line street or roadway paving with single lane length exceeding 300 feet, automatic screed controls shall be required. Automatic screed controls shall not be required for the paving of parking lots, intersections, cul-de-sacs, alleyways or other irregular areas.

In addition to the requirements in Section 39-1.10 and 39-1.11 of the Standard Specifications, hot mix asphalt shall be placed with spreading equipment equipped with fully automatic screed and grade sensing controls which shall control the longitudinal grade of the screed. Automatic controls shall conform to and be operated in accordance with the provisions herein.

Unless approved otherwise, ski-type devices with a minimum length of 30 feet shall be used to provide a reference for the grade sensor. Skis shall be constructed and installed in such a manner that a reference to the average elevation of the existing pavement, along the length of the ski, is maintained at the sensor point. When placing surfacing adjacent to surfacing previously placed in conformance with these provisions, a joint matching shoe of adequate size and type to properly sense the grade of the previously placed mat may be used in lieu of the 30-foot ski.

The ski shall be mounted at a location which will provide an accurate reference for the surfacing being placed. This may require the ski to be mounted ahead of and inside the outer limits of the screed. Automatic cross slope control may be accomplished by use of a ski and grade sensor on each side of the paving machine.

Automatic screed controls shall be installed in such a manner that the occasional manual adjustments necessary to maintain the attitude of the screed parallel to the underlying pavement are readily accomplished. Automatic screed controls shall be installed so that with little or no delay, use of the automatic controls can be discontinued and the screed controlled by manual methods.

If it is determined by the Engineer that the existing grade and cross slope are too irregular for the automatic controls to provide the quality of work required, the use of the automatic controls shall be discontinued and the spreading equipment adjusted by manual methods. Use of automatic controls shall resume when the Engineer has determined that it is again practical and so orders.

#### **21-03F      Compacting**

The number of rollers required for each paving operation shall be such that all rolling for density can be completed before the temperature of the hot mix asphalt mixture drops below 240 degrees Fahrenheit.

Breakdown rolling shall commence when the hot mix asphalt is placed. Rolling shall be accomplished with the drive wheel forward and with the advance and return passes in the same line.

The Contractor shall have hand-compaction equipment immediately available for compacting all areas inaccessible to rollers. Hand-compaction shall be performed concurrently with breakdown rolling. If for any reason hand-compaction falls behind breakdown rolling, further placement of hot mix asphalt shall be suspended until hand-compaction is caught up. Hand-compaction includes vibraplates and hand tampers. Hand torches shall be available for rework of areas which have cooled.

After compaction, the surface texture of all hand work areas shall match the surface texture of the machine placed mat. Any coarse or segregated areas shall be corrected immediately upon discovery. Failure to immediately address these areas shall cause suspension of hot mix asphalt placement until the areas are satisfactorily addressed, unless otherwise allowed by the Engineer.

#### **21-03G      Contractor Quality Control**

The HMA shall be verified by the engineer prior to placement on the jobsite. If agreed to by the Contractor and the Engineer, the production start-up may be used for verification. If the production

start-up is used for verification the Engineer may require removal and replacement of the HMA, at his discretion, in the event of verification failure.

Contractor quality control testing is optional. However, if the contractor fails to submit quality control results to the engineer within 72 hours of HMA placement, the contractor waves all rights to dispute the Engineer's results. In the event of asphalt binder or Hamburg wheel track testing by the Engineer, the contractor has 5 days to submit their test results from the time the Engineer informs the contractor that he is performing testing or the contractor waves the right to dispute the Engineer's results.

The Engineer shall test for conformance with aggregate quality characteristics at the beginning of the project.

The Engineer shall test air void content, Hveem stability, and voids in mineral aggregate (VMA) a minimum of once per day.

The Engineer may sample the hot mix asphalt from truck beds at the plant, from the hopper of the paving machine, or from the mat behind the paver at the discretion of the Engineer. The Contractor shall facilitate the sampling process.

### **21-03H      Engineer's Acceptance Testing**

Sublots to determine compaction testing shall be based on the following:

Each 750 tons, or part thereof, placed on an individual street in a paving day. If over 750 tons are placed in a single paving day on an individual street, up to 150 tons over 750 tons can be moved in to the previous 750 ton subplot.

If multiple streets are paved in a day, each street will be considered its own subplot with multiple sublots on streets where greater than 750 tons are placed.

The in-place density shall be between 92.0 percent and 97.0 percent of maximum theoretical unit weight using a nuclear gauge. At the Engineer's discretion, compaction testing may be performed with a nuclear gauge. Final compaction is based on the average nuclear gauge results for the subplot. The nuclear gauge will be core correlated the first day of paving.

If nuclear gauge compaction testing results are failing, the contractor can request coring to verify the results. Three cores will be sampled for each subplot and the average of the three cores for each subplot will determine the in-place density. The core locations will be determined using random sampling charts in CTM 375. The engineer will mark the core locations.

Cores may be taken up to 5 calendar days after placement and may be 4 or 6 inches in diameter. The engineer will provide results within 3 working days of receiving the cores.

Passing cores shall be paid for by the owner. Failing cores will be paid for by the contractor. If the core testing produces both passing and failing cores, the cost will be prorated between the contractor and the owner.

For the percent of maximum theoretical density, the following table shall apply to deductions for average compaction of a subplot:

**Reduced Payment Factors for Percent of Maximum Theoretical Density**

HMA Type A Percent of Maximum Theoretical Density	Reduced Payment Factor	HMA Type A Percent of Maximum Theoretical Density	Reduced Payment Factor
92.0	0.0000	97.0	0.0000
91.9	0.0125	97.1	0.0125
91.8	0.0250	97.2	0.0250
91.7	0.0375	97.3	0.0375
91.6	0.0500	97.4	0.0500
91.5	0.0625	97.5	0.0625
91.4	0.0750	97.6	0.0750
91.3	0.0875	97.7	0.0875
91.2	0.1000	97.8	0.1000
91.1	0.1125	97.9	0.1125
91.0	0.1250	98.0	0.1250
90.9	0.1375	98.1	0.1375
90.8	0.1500	98.2	0.1500
90.7	0.1625	98.3	0.1625
90.6	0.1750	98.4	0.1750
90.5	0.1875	98.5	0.1875
90.4	0.2000	98.6	0.2000
90.3	0.2125	98.7	0.2125
90.2	0.2250	98.8	0.2250
90.1	0.2375	98.9	0.2375
90.0	0.2500	99.0	0.2500
< 90.0	Remove and Replace	> 99.0	Remove and Replace

The Contractor shall have hand-compaction equipment immediately available for compacting all areas inaccessible to rollers. Hand-compaction shall be performed concurrently with breakdown rolling. If for any reason hand-compaction falls behind breakdown rolling, further placement of hot mix asphalt shall be suspended until hand-compaction is completed. Hand-compaction includes vibraplates and hand tampers. Hand torches shall be available for rework of areas which have cooled.

After compaction, the surface texture of all hand work areas shall match the surface texture of the machine placed mat. Any coarse or segregated areas shall be corrected immediately upon discovery. Failure to immediately address these areas shall cause suspension of hot mix asphalt placement until the areas are satisfactorily addressed, unless otherwise allowed by the Engineer.

**21-04 MEASUREMENT AND PAYMENT**

The Contractor is referred to Section 9-01 “BID ITEMS” for measurement and payment.

## SECTION SP-22 PULVERIZATION AND GRADING

### 22-01 GENERAL

The work shall consist of pulverizing the existing asphalt concrete pavement and base to form a recycled aggregate base consisting of a thoroughly blended mixture of pulverized asphalt concrete and existing aggregate base. In some instances of full depth asphalt concrete on native material, some native soil may be incorporated into the pulverized base material as allowed by the Engineer.

The pulverized aggregate base material shall then become the base material for the new asphalt concrete pavement. The pulverized base shall be graded as shown on the typical sections.

### 22-02 MATERIALS

The work shall consist of pulverizing the existing asphalt concrete pavement and base to form a recycled aggregate base consisting of a thoroughly blended mixture of pulverized asphalt concrete and existing aggregate base. In some instances of full depth asphalt concrete on native material, some native soil may be incorporated into the pulverized base material as allowed by the Engineer.

The pulverized aggregate base material shall then become the base material for the new asphalt concrete pavement. The pulverized base shall be graded as shown on the typical sections.

The recycled aggregate base material shall be uniformly blended and shall conform to the following:

<u>Sieve Sizes</u>	<u>Percentage Passing</u>
2-1/2 inches	100
1-1/2 inches	90-100
3/4 inch	90-100
No.4	25-60
No. 200	2-12

<u>Quality Requirements</u>	
<u>Tests</u>	<u>Requirements</u>
R-Value	75 minimum
Sand Equivalent	25 minimum
Durability Index	35 minimum

Pulverized asphalt concrete pieces larger than 2-1/2 inches, or which are loose and segregated on the surface of the aggregate base, shall be removed by hand.

## 22-03 CONSTRUCTION

The recycled base material shall be graded to approximately the same plane as the existing pavement. The grading plane may be adjusted to improve the existing drainage.

To provide the transition to the existing gutter or other grade constraints, grading and removal of the pulverized base material will be necessary. In some instances, the material may be regraded onto the existing travel lanes. In other instances, the material may need to be removed from the project. Refer to the applicable typical sections.

The graded pulverized base material shall be compacted to 95 percent relative compaction based on CTM 216.

It shall be the responsibility of the grading contractor to attain the proper moisture content during compaction. All segregated loose material shall be removed.

Temporary transitions shall be placed by the Contractor at each end of the street and at residential and commercial driveway within the limits of the pulverization work. Transitions may be constructed using material generated by the pulverization process. Transitions shall extend the full width of the roadway and full width of each driveway and shall have a surface slope of 20:1 maximum or as directed by the engineer. Transitions shall be constructed prior to opening the roadway to vehicular traffic, shall be maintained by the Contractor and shall remain in place until the day of paving, at which point all temporary transitions shall be removed. Pulverized material that was used for the temporary transitions shall be considered the property of the Contractor and shall be disposed of legally off-site.

On areas where the underlying material appears to be wet or soft, or where it deflects under wheel loads, the Contractor shall employ excavation and grading techniques which do not worsen the subgrade condition.

Prior to placing hot mix asphalt, the area shall be proof-rolled with a loaded construction vehicle, preferably a ten cubic yard dump truck or equivalent. The compacted surface shall not visibly yield or deflect. Soft, yielding, unstable, or unsuitable areas shall be removed and replaced with hot mix asphalt. If the areas were caused or significantly worsened by the Contractor's operations, these areas shall be replaced at the Contractor's expense.

In the event that the underlying material is soft, yielding, unstable, or unsuitable, it shall be excavated to the depth of 0.5 feet below the depth required above and disposed of in accordance with these Special Provisions. The limits of removal shall be designated by the Engineer. The resulting space shall be filled with a single lift of hot mix asphalt.

Unsuitable material is defined as material the Engineer determines to be:

1. Of such unstable nature as to be incapable of being compacted to specified density using ordinary methods at optimum moisture content, or
2. Too wet to be properly compacted and circumstances prevent in-place drying prior to incorporation into the work, or



3 . Otherwise unsuitable for the planned use.

#### **22-04 MEASUREMENT AND PAYMENT**

The Contractor is referred to Section 9-01 “BID ITEMS” for measurement and payment.

## SECTION SP-23 QUICKLIME AND/OR CEMENT SOIL TREATMENT

### 23-01 GENERAL

Work to be performed under this Section covers all labor, materials, tools, equipment and incidentals necessary to construct cement or quicklime and cement soil treatment to a depth specified. All such work shall conform to Section 24 “Stabilized Soils”, Section 27 “Cement Treated Bases”, and Section 30-4 “Full Depth Reclamation – Cement” of the Standard Specifications, and these Specifications.

### 23-02 MATERIALS

#### 23-02A General

Where cement or quicklime and cement treatment is specified, the cement or quicklime and cement content of the soil shall be determined by the Contractor and submitted to the Engineer for approval.

#### 23-02B Submittal

Submit each Full Depth Reclamation (FDR) Cement and FDR Quicklime and Cement mix design on a form generated specifically for FDR Cement and FDR Quicklime and Cement. Each mix design submittal must be sealed and signed by an engineer who is registered as a civil engineer in California.

You may submit multiple mix designs to optimize the cement and quicklime/cement content and adjust for varying underlying materials.

Each mix design submittal must include:

1. Area represented by the mix design by beginning and ending stations
2. Gradation of the mixture before addition of cement and quicklime/cement
3. Cement and quicklime/cement content in percent by weight of the dry mixture, if supplementary aggregate is specified
4. Information regarding supplier, percent by weight of the dry mixture used in each mix design, if supplementary aggregate is required or needed. If supplementary aggregate is needed, the supplementary aggregates must comply with the specifications for Class 2 aggregate base in section 26 of the Standard Specifications.
5. Moisture content of the material when mixing, relative to optimum moisture content
6. Test results and any worksheets, photographs and graphs

#### 23-02C Mix Design

The Contractor shall sample materials on-site and develop a mix design to determine the total percentage of cement and quicklime/cement to obtain a minimum **Unconfined Compressive Strength of 300 psi.**

The mix design must include 7-day cured unconfined compressive strength tests on specimens with at least three (3) cement and at least three (3) quicklime/cement contents using the proposed cement and

quicklime/cement at optimum moisture content. The cement and quicklime/cement contents must be one percent above the specified content, at the specified content, or one percent below the specified content by dry weight of the composite material. Manufacture three (3) specimens for each cement and quicklime/cement content and average the results for each. Plot the average 7-day compressive strengths on the ordinate versus the cement and quicklime/cement contents in percent on the abscissa on a graph. Indicate the cement and quicklime/cement contents from the line corresponding to the minimum and maximum 7-day compressive strengths from the specified range.

Notify the Engineer at least 2 business days before sampling.

Use materials from the specified mixing depth. If any portion of existing asphalt concrete pavement is to be removed before pulverizing, remove that portion of asphalt concrete pavement from the samples used in the mix design. If additional samples of subgrade material are needed, sampling locations can be excavated outside the edge of pavement to variable dimensions. Characterize and record sampling location features such as layer thicknesses and types, distresses, interlayers, thin or thick areas, digouts and adhesion to the base. Use the sampled material to determine the mix design represented by the sampling location, according to the proportions of the pavement structure shown.

Before opening the mix design sampling locations to traffic, backfill sampling locations by replacing and compacting with an authorized material or minor HMA that complies with “Hot Mix Asphalt (HMA)” of these technical specifications. Backfill and compact to the existing grade and thickness of asphalt concrete pavement, in the Engineer’s presence.

## **23-03 CONSTRUCTION**

### **23-03A General Application**

The cement or quicklime/cement soil treatment application and construction shall be performed in accordance with the Standard Specifications, except as noted.

The maximum treatment and lift thickness shall be 12-inches.

The spread rate shall be confirmed on each lift for each row of cement or quicklime/cement application until uniformity is confirmed to the Soils Engineer’s satisfaction. Thereafter, the engineer shall confirm cement or quicklime/cement application as needed to confirm uniformity.

### **23-03B Quality Control**

Assign a ground supervisor whose sole purpose is to monitor the activities, advise project personnel and interface with the quality control testing personnel. The ground supervisor must not have any sampling or testing duties.

Test the quality characteristics for the following:

#### **FDR Cement or FDR Quicklime/Cement Quality Characteristic Sampling Locations and Testing Frequencies**

Quality Characteristics	Test Method	Minimum Sampling and Testing Frequency	Sampling Location
Gradation	CT 202	Test Strip and 1 per Lot	Loose Mix Behind Mixer
Moisture Content	CT 226	Test Strip and 2 per Day <sup>a</sup>	Loose Mix Behind Mixer <sup>b</sup>
Unconfined Compressive Strength	ASTM D 1633	Test Strip and 1 per Day	Loose Mix Behind Mixer <sup>b</sup>
Laboratory Maximum Wet Density	CT 216	Test Strip and 1 per Day or 1 per Street and 1 per Changes to the Material	Loose Mix Behind Mixer
Relative Compaction <sup>c</sup>	CT 231	10 Points per Test Strip and Lot <sup>d</sup>	Compacted Mix

<sup>a</sup> If test fails, minimum test frequency is 1 per lot

<sup>b</sup> Sample immediately after mixing is complete

<sup>c</sup> Verify the moisture content reading made under CT 231 with CT 226

<sup>d</sup> Lot size is defined as 3,000 squared yards.

The first day of the FDR construction could be accepted as the test strip.

Measure and record the actual cut depth at both ends of the pulverizing drum at least once every 300 feet along the cut length. Take measurements in the Engineer's presence.

### **23-03C      Compaction**

Compact in 12-inch maximum lifts to 95 percent relative compaction at or above optimum moisture as determined by CTM 216.

The maximum compacted thickness of a single layer may be increased provided the Contractor can demonstrate to the Engineer that the equipment and method of operation will provide uniform distribution of the quicklime and/or cement and the required compaction density throughout the layer.

### **23-03D      Tolerances**

Completed cement or quicklime/cement soil treated section after compaction and trimming shall be equal to the design thickness. The minimum thickness shall be the design thickness minus 1 inch.

### **23-03E      Thickness/Uniformity Verification**

Immediately after trimming and compaction are completed, excavate test pits. At locations selected by the City excavate a test pit for each 3,000 square feet of treated area. Test pits shall be 1 ft. by 1 ft. minimum, through cement or quicklime/cement soil section. Backfill with cement or quicklime/cement treated material and compact immediately after verification of thickness and uniformity by Inspector.

**23-03F Curing**

If not covered by hot mix asphalt or aggregate base within 48 hours, the exposed cement stabilized soil subgrade shall be covered with the appropriate emulsion seal as described in Section 24-2.02D of the Standard Specifications (Caltrans) within 24 hours of completing quicklime and/or cement stabilization.

**23-03G Protection**

Contractors shall maintain the subgrade in a smooth, compacted condition until placement of aggregate or hot mix asphalt. Any damage to the treated subgrade shall be repaired by immediately replacing with similar treated material within 24 hours after damage.

After compaction, only rubber-tired vehicles or paving equipment shall be permitted on the treated surface.

**23-03H Engineer’s Acceptance**

For the unconfined compressive strength, the following table shall apply to deductions for average unconfined compressive strength of a lot:

<b>Average Unconfined Compressive Strength per Lot [psi]</b>	<b>Reduced Payment Factor</b>
> 299 <sup>a</sup>	0.00
270 – 299	0.05
250 – 269	0.15
200 – 249	0.25
< 200	Remove and Replace

<sup>a</sup> No individual unconfined compressive strength shall be below 270 psi.

**23-03I Temporary Transitions**

Temporary transitions shall be placed by the Contractor at each end of the street and at residential and commercial driveway within the limits of the work. Transitions may be constructed using material generated by the pulverization process. Transitions shall extend the full width of the roadway and the full width of each driveway and shall have a surface slope of 20:1 maximum or as directed by the engineer. Transitions shall be constructed prior to opening the roadway to vehicular traffic, shall be maintained by the Contractor and shall remain in place until the day of paving, at which point all temporary transitions shall be removed. Pulverized material that was used for the temporary transitions shall be considered the property of the Contractor and shall be disposed of legally off-site.

**23-04 MEASUREMENT AND PAYMENT**

The Contractor is referred to Section 9-01 “BID ITEMS” for measurement and payment.

## **SECTION SP-24 LOWERING AND ADJUSTING EXISTING UTILITY FACILITIES TO GRADE (SECTION 15)**

### **24-01 GENERAL**

This work shall consist of raising or adjusting existing utility facilities such as manholes, valve boxes, sewer clean-outs, monument boxes, electrical boxes, water meter boxes, and monitoring well covers to the finish grade of the resurfaced asphalt pavement or finished sidewalk grade. On roadways to be milled or pulverized with soil treatment, facilities shall first be lowered prior to cold planing and then adjusted to finish grade after completion of the resurfacing work. At various locations, a monument box and cover shall be installed at finish grade over any unprotected, existing monumentation in the paved roadway.

All such work shall conform to the applicable provisions of the State of California, Department of Transportation, Standard Specifications (Caltrans); these Special Provisions; the plans and typical sections; and as directed by the Engineer.

### **24-02 CONSTRUCTION**

#### **24-02A General**

The Contractor shall properly locate and tie all existing facilities to be raised in advance of paving operations.

Lower frames and covers of existing facilities before cold planing or replacing concrete surfacing. Temporarily fill utility depression with HMA (Type A) before opening the lanes to public traffic. Where frames and covers cannot be lowered flush after cold planing or before replacing asphalt surfacing, frames and covers shall be protected utilizing the following alternatives:

1. Ramp section (cut-back) around “iron” and paint white
2. Place lighted Portable Barricade over iron

Care shall be taken to keep frames and covers clean. The Contractor shall completely protect with heavy plastic or other suitable material all utility covers or other items that are visible on the surface and will be covered by his operations. This shall be completed prior to the start of operations and approved by the Engineer. Any materials that adhere to the frames and covers shall be removed. Facilities damaged by the Contractor shall be replaced at the Contractor’s expense. Facilities (box and lid or frame and cover) found existing in a damaged condition, and reported to the Engineer before disturbing, shall be replaced by the Contractor with materials furnished by the Owner. The Contractor shall notify owners of private utility facilities seven days prior to the start of the resurfacing work. Such owners may request the contractor to raise the private facilities.

Portland cement concrete used for adjusting coves shall be Class B, 5 sack minor concrete conforming to the provisions in the State Standard Specifications Section 51, “Concrete Structures,” and shall be

1-inch maximum grading as specified in Section 90-1.02C(4)(d), “Combined Aggregate Grading of the State Standard Specifications.

Mortar used in resetting manhole covers shall conform to the provision in Section 51-1.02F, “Mortar” of the Standard Specifications.

Salvaged materials which are undamaged may be reinstalled as directed by the Engineer. Structures built of cast-in-place or precast concrete and brick or vitrified clay pipe parts shall be replaced in kind, unless otherwise permitted by the owners of the facility.

Dirt, rocks or debris shall not be permitted to enter sewer or storm drain lines. When manhole adjustment involves excavation or concrete removal, a temporary cover shall be placed to prevent entry of material into the manhole, sewer and storm drain pipes.

During sealing or paving operations, all surface structures shall be protected and no adhesive materials shall be permitted to fill the joint between the frame and cover.

#### **24-02B Tolerances**

The concrete around these adjusted facilities in the roadway shall be brought up to match the finished pavement elevation.

The surface of the adjusted facilities shall be true to the new pavement surface to within a 1/8-inch deviation. This tolerance shall apply in a single direction only, either up or down. In addition, the adjusted facility shall not vary to the high tolerance on one side and the low tolerance on the other (i.e. the total aggregate tolerance on both sides shall be limited to the 1/8-inch variation). This variation shall apply to the adjacent patch paving around the facility such that neither the paving nor facility vary by more than the stated tolerances.

The adjusted facilities in the sidewalk shall be flush with adjacent surface.

#### **24-02C Schedule**

All utility adjustments shall be accomplished within 7 working days of the final surface course placement. Failure to comply with these provisions shall incur a liquidated damage of \$250 per calendar day per street segment.

#### **24-02D Survey Monuments**

Where new survey monument boxes and covers are required, the Contractor shall perform the installation without disturbing the location of the monument. If the monument is disturbed the Contractor will be responsible for re-establishing it as a monument in accordance with State laws. The work for placement of the box and cover over an existing monument will include removal and replacement of the hot mix asphalt around the monument.

Survey monument frame and covers shall be adjusted to finish grade after placement of final surface course per City of Albany Standard Plan ST-21, "Concrete Monument Section With Disc."

**24-02E          Monitoring Wells**

Where monitoring wells are to be overlaid, the location of the wells shall be marked on the curbs. A site sketch shall be provided to the city indicating the location and distances on the monitoring wells relative to the curb markings five days prior to paving. If the monitoring wells have frames and covers, the frames and covers shall be adjusted as part of this work.

**24-03 MEASUREMENT AND PAYMENT**

The Contractor is referred to Section 9-01 "BID ITEMS" for measurement and payment.



## **SECTION SP-25 TRAFFIC STRIPING, MARKINGS, AND RAISED PAVEMENT MARKERS (SECTION 84)**

### **25-01 GENERAL**

Work under this section shall include traffic striping, pavement markings and raised pavement markers and shall comply with Caltrans 2018 Standard Specifications.

Thermoplastic traffic stripes (traffic lines) shall conform to the provisions in Sections 84-1, "General" and 84-2, "Thermoplastic Traffic Stripes and Pavement Markings", of the Standard Specifications and these Special Provisions. Painted traffic strips and pavement markings shall conform to Section 84-1, "General" and 84-3, "Painted Traffic Stripes and Pavement Markings", of the Standard Specifications and these Special Provisions.

### **25-02 MATERIALS**

#### **25-02A Thermoplastic**

Section 84-2.02, "Materials" of the Standard Specifications is deleted.

The thermoplastic material shall conform to State Specifications 8010-41G-21. Glass beads to be applied to the surface of the molten thermoplastic material shall conform to the requirements of State Specification 8010-22L-22 (Type II), or AASJTP Designation: M 247 (Type 1).

State Specifications for thermoplastic material and glass beads may be obtained from the Transportation Laboratory, P.O. Box 19128, Sacramento, CA. 95819, (916) 739-2400.

Thermoplastic material for traffic stripes shall be applied at a minimum thickness of 0.125-inch. A primer of the type recommended by the manufacturer of the thermoplastic material shall be applied over all existing painted stripes and pavement legends to be covered with thermoplastic material as shown on the plans.

#### **25-02B Paint**

Paint for traffic stripes and pavement markings shall comply with Section 84-3 of the Standard Specifications.

The use of either water or solvent-based paint will be determined by the Engineer according to the time of year and air pollution control requirements.

Paint shall be used at its manufactured consistency.

## **25-03 CONSTRUCTION**

All construction shall conform to the respective provisions of the Standard Specifications, manufacturer's installation requirements, and the Special Provisions.

### **25-03A Existing Striping and Markings**

In areas adjacent to the reconstructed surfacing where existing striping must be changed to conform to a revised striping pattern, conflicting striping shall be removed by sand blasting, grinding, or other methods as specified in the Standard Specifications or by the Engineer.

In areas to be slurry sealed or overlaid, or where new pavement markings will conflict with existing markings, the contractor shall remove all existing thermoplastic striping by sand blasting, grinding, or other methods as specified in the Standard Specifications or by the Engineer.

In areas where the existing striping is to be replaced, the contractor shall remove and replace all striping using methods as approved by the Engineer.

Existing striping, legends and lane markings do not require removal if the roadway pavement is to be pulverized.

The Contractor shall replace all striping which has been damaged or obliterated by or during the work. This shall include striping replacement completely across the street even in the event that the Contractor's work may not extend that far. Both lines of each crosswalk shall be completely repainted even if only a portion of a line has been obliterated.

When the Contractor's work removes or reduces the visual appearance of a lane, centerline, stop bar, limit line, crosswalk, etc., the Contractor shall replace all striping between the adjacent intersections in both directions. Where a median exists, this work will be required only in the roadway where the work has occurred, unless a detour which altered the pavement markings occurred in the other roadway. In such cases, the striping will be replaced in both directions.

### **25-03B Layout for Temporary and Permanent Striping**

The alignment and layout of traffic stripes shall conform to Subsection 84-1.02, "Traffic Stripes and Pavement Markings", of the Standard Specifications.

All alignments and layout measurements, and other work necessary to locate and replace traffic stripes and pavement markings shall be performed by the Contractor.

The City will not provide any assistance, information, or materials to the Contractor. It will be entirely the responsibility of the Contractor to perform all necessary pre-construction and construction layout work, obtain all necessary measurements and information, and prepare all plans for performing the striping and marking work as specified. All traffic control systems necessary for performing striping and marking, as directed by the Engineer, shall be the responsibility of the Contractor.

The Contractor shall physically tie down the location of the beginning and ending of each paint or thermoplastic marking type in the adjacent curb top. The marking location shall not exceed 50 square inches each. Any locations exceeding this limit shall be removed by the Contractor prior to acceptance of the work. The Contractor shall contact the City Engineer for review of tie downs.

The Contractor shall be responsible for accurately referencing out and replacing the lines and positions of all traffic lines, directional lines, arrows, and other markings in accordance with the plans and City standard markings by cat tracking with painted marks. This shall occur no later than 2 hours behind the final surface course paving operation.

Cat tracking shall consist of stretching a rope on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment and placing spots of paint along the rope. Temporary tab markers shall be placed not more than 12' apart on curves nor more than 24' apart on straight segments.

Temporary tab markers shall be the same color as the traffic stripe that they are replacing, shall measure 2" tall by 3-1/2" wide, and have a reflective lens across the width of the marker.

Prior to application of permanent striping and markers, the Contractor shall call for review and approval of the proposed striping by the City's Traffic Engineer or agent. The City shall have the right to make changes in the location and alignment of line stripes. Striping and traffic markings shall not be applied until after approval is granted by the Traffic Engineer. The Contractor shall allow a minimum of 3 working days for review of the layout by the City.

### **25-03C      Schedule**

Raised pavement markers (RPM's) shall be placed as specified in Subsection 85-1.02, "Retroreflective Pavement Markers", of the Standard Specifications. When utilizing hot melt bituminous adhesive, RPM's shall be placed after the surface has been open to traffic for at least seven (7) days. When utilizing epoxy adhesive, RPM's shall be placed after the surface has been open to traffic for at least fourteen (14) days. Regardless of which adhesive is utilized, the RPM's shall not be placed more than twenty-one (21) days after paving or surfacing.

Permanent traffic striping and markings including legends and arrows shall be placed no sooner than fourteen (14) days and no later than twenty-one (21) days after paving or surfacing, unless otherwise directed by the Engineer.

Temporary yellow marking tape denoting school crosswalks shall be placed the same day that the pavement surfacing is placed.

Failure to comply with these requirements shall result in a liquidated damage of \$1,000 per day for each street that has not received permanent installation of the required raised pavement markers, traffic striping, and markings.

**25-03D Pavement Stencils**

The Contractor shall use stencils that conform to Caltrans Standard Plans and Details.

**25-03E Reflective and Raised Pavement Markers Ceramic Non-Reflective Pavement Markers No Plastic**

Installation of both reflective and raised pavement markers shall conform to the provisions of Section 85 of the Standard Specifications. Pavement markers shall be placed in the same pattern and locations as they were previously, except as shown on the plans or modified herein.

**25-03F Pavement Delineation – Extruded Thermoplastic No Spray**

Pavement temperature shall be measured at the beginning of the shift on each working day and this information shall be provided to the Traffic Engineer.

No primer or thermoplastic shall be installed within 48 hours from the last measurable rain report as provided by the City.

Thermoplastic traffic striping, legends, and arrows shall conform to the provisions of Section 84-1, “General”; Section 84-2, “Thermoplastic Traffic Stripes and Pavement Markings”; and Section 85, “Pavement Markers”.

**25-03G Pavement Markers Ceramic Non-Reflective Pavement Markers No Plastic**

Pavement markers shall be placed to the line established by the Contractor and approved by the Engineer, which will consist of temporary painted line or new or existing stripes one for each line of markers.

All additional work necessary to establish satisfactory lines for markers shall be performed by the Contractor.

The adjustment provisions in Section 9-1.06B, "Increases of More than 25 Percent," and in Section 9-1.06C, "Decreases of More than 25 Percent," shall not apply to any contract item involving traffic striping, markings and raised pavement markers.

At the option of the Contractor, a hot melt bituminous adhesive may be used to cement the markers to the pavement instead of the Rapid Set Type or Standard Set Type epoxy adhesive specified in 95-2.04, "Rapid Set Epoxy Adhesive for Placement Markers," of the Standard Specifications. Bituminous adhesive material shall conform to the following:

Specification	ASTM	Requirement
Flash Point, COC, °F	D 92	550 Min.
Softening Point, °F	D 36	200 Min.
Brookfield Thermosel Viscosity, Centipoise, No. 27 Spindle, 20 RPM,400°F	D 4402	3,000-6,000
Penetration dmm, 100g, 55 seconds, 77°F	D 5	10 - 20
Filler Cement, percent by weight (Insoluble in 1,1,1 Trichloroethane)	D 2371	65 - 75

Filler material used in bituminous adhesive shall be Type PC, Grade III, calcium carbonate conforming to ASTM D1199, and shall conform to the following gradation:

Sieve Size	Percent Passing
No. 100	100
No. 200	95
No. 325	75

Bituminous adhesive shall be heated indirectly in an applicator with continuous agitation or recirculation. Bituminous adhesive shall not be heated above the maximum safe heating temperature recommended by the manufacturer and shall not be applied at temperatures greater than 425°F. nor less than 375°F.

Immediately after application of the adhesive, pavement markers shall be placed in position and pressure applied until firm contact is made with the pavement.

Placement of pavement markers using bituminous adhesive shall conform to the requirements of the third, fourth, ninth and tenth paragraphs in said Section 85-1.03B, “Hot Melt Bituminous Adhesive” of the Standard Specifications, except as follows:

1. Markers shall not be placed when the pavement or air temperature is 50°F or less.
2. Blast cleaning shall be required.

**25-03H      Clean-up**

Upon completion of traffic striping, pavement markings and raised pavement markers installation, the Contractor shall thoroughly clean the work site of all waste, rubbish, construction debris, drips, over sprays, improper markings, and the tracked thermoplastic materials; all of which shall be removed immediately from the pavement surface by methods approved by the Engineer.

## **25-04 MEASUREMENT AND PAYMENT**

The Contractor is referred to Section 9-01 “BID ITEMS” for measurement and payment.

# APPENDIX A

## RAMP INSPECTION FORM

# APPENDIX B

## **PROJECT AREA CONSTRUCTION SIGN EXAMPLE**