



Agenda Date: 10/13/2015  
Agenda Item: 3.5

## STAFF REPORT

**Date:** Tuesday, October 13, 2015  
**To:** Bryan H. Montgomery, City Manager  
**From:** Kevin Rohani, P.E. Public Works Director/ City Engineer

Approved and Forwarded to City Council:

  
Bryan H. Montgomery, City Manager

**SUBJECT:** Approve the Reimbursement Agreement with Claremont Homes, Inc., for the FY 2015-16 Frontage Gap Closure Improvement Project – CIP 170

### **Background and Analysis**

The City's adopted FY 2015/16 Capital Improvement Program (CIP) Budget designates funding for various infrastructure repair and replacement projects. This is consistent with the City's goals to improve the quality of the City's public infrastructure and to enhance the quality of life for our residents.

Capital Improvement Project No. 170 consists of frontage improvements along the west side of Main Street, approximately 150 feet south of Almondtree Lane to Bernard Road. The frontage improvements include new sidewalk, pavement widening, curb, gutter, storm drain, driveways and street lights. These improvements will close the gap between the existing frontage improvements at the Pompei Nursery property and the proposed frontage improvements of the Heartwood Estates Subdivision 8916, being constructed by Claremont Homes.

The improvement plans for the "Main Street Roadway Improvement Plans for Subdivision 8916", was originally prepared by Mark Thomas & Company, Inc. and approved by the City Engineer on January 14, 2008. Due to the economic recession and the change of ownership and developer for the Heartwood Estates subdivision, the improvements were not constructed and were postponed. After nearly eight (8) years, this project is coming back online. The developer is now starting the construction of their frontage improvements along Main Street, as well as starting the building of new homes in the subdivision.

Staff has explored the possibility of constructing the City's gap closure project along Main Street in conjunction with the frontage improvements that will be constructed by Claremont Homes. These two (2) projects are in the same area and will be joined once construction is completed. There would be an economy of scale for both the City and Claremont Homes if the projects can be constructed concurrently. Staff solicited bids for the construction of the City's portion of the Main Street frontage improvements from contractors. Duran & Venables Inc. was the lowest responsible

bid at \$254,700. Staff has discussed the possibility of construction and administration of the Main Street frontage improvements with Claremont Homes under one organization, since both projects would have to be well coordinated on a daily basis while construction is taking place. There would also be a cost savings to both the City and Claremont Homes on tasks related to materials testing, inspection, and surveying of the projects. Claremont Homes has agreed that it is in the best interest of all parties to undertake the administration and construction of the project under one organization.

The Reimbursement Agreement with Claremont Homes is necessary to complete the improvements and reimburse the developer for the City's portion of the frontage improvements. The City's portion of improvements is estimated to be \$254,700. The current appropriation for the project from the FY 2015/16 budget for the City's Gap Closure project along Main Street is for \$225,000. This figure was based on an original cost estimate, with the escalation of the cost of construction over the past eight (8) years. The improvement in the Bay Area economy has kept construction contractors very busy, and with it, the construction costs have been elevated sharply. The proposal by Duran & Venables Inc. at \$254,700 is the most competitive cost of the improvements in the current construction environment.

**Fiscal Impact**

The current FY 2015/16 budget for this project is \$225,000. Approval of this item will require an additional \$72,700 to cover the difference for the cost of the improvements, construction staking, materials testing, inspection and contingency. To accomplish this, staff is recommending a total of \$72,700 allocation of funds from the Traffic Impact Fee (TIF) Fund to cover the remaining costs for this project. This project is fully funded by TIF funds.

<b>Fund</b>	<b>Amount</b>	<b>Account Number</b>
Traffic Impact Fee Fund	\$ 225,000	202-75-170-0001
Traffic Impact Fee Fund	\$ 72,700	202-75-170-0001
<b>Total Recommended</b>	<b>\$ 297,700</b>	

**Staff Recommendation**

Staff recommends that the City Council adopt the resolution approving the reimbursement agreement with Claremont Homes, Inc., for an amount not to exceed \$254,700, and authorize the City Manager to execute said agreement.

**Attachments**

- 1) Reimbursement Agreement
- 2) Resolution
- 3) Exhibit

**REIMBURSEMENT AGREEMENT**  
**FY 2015-16 FRONTAGE GAP CLOSURE IMPROVEMENT PROJECT**  
**CIP NO. 170**

This REIMBURSEMENT AGREEMENT ("**Agreement**"), is made and entered on and as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF OAKLEY, a municipal corporation in the State of California ("**City**") and CLAREMONT HOMES, INC. ("**Builder**"). City and Builder are individually referred to as a "**Party**" and collectively, the "**Parties**."

**RECITALS**

A. City is the owner of certain real property located within the City of Oakley and identified in the Offer of Dedication for Roadway Purposes recorded on August 19, 2015 recorded document DOC-2015-0172966-00, in the Official Records of Contra Costa County, State of California.

B. Builder is constructing Subdivision 8916 Heartwood Estates, but Builder does not and did not own, construct or develop roadway, curb, gutter, sidewalks or other infrastructure improvements along the Main Street frontage.

C. Builder intends to construct frontage improvements ("**Builder's Frontage Improvements**") along Main Street fronting Subdivision 8916 Heartwood Estates as identified in the "Frontage Improvement Agreement Completion of Subdivision 8916" entered into the 28<sup>th</sup> day of January, 2015 by and between the City and the Builder.

D. In connection with Builder's completion of the Builder's Frontage Improvements as shown on the "Main Street Roadway Improvement Plans for Subdivision 8916" as prepared by Mark Thomas & Company, Inc. and Cunha Engineering, Inc., City desires that Builder complete the frontage improvements specifically identified in this Agreement and Builder has agreed to complete such improvements subject to the terms and conditions to this Agreement.

E. City has found that this Agreement is in accordance with *California Government Code* §§ 66485 through 66489, inclusive.

NOW THEREFORE, in consideration of the mutual covenants and promises of the Parties herein contained, the Parties agree as follows:

## AGREEMENT

### 1. SCOPE OF WORK TO BE PERFORMED BY BUILDER.

a. Subject to the terms of this Agreement, City agrees to reimburse Builder for all costs and expenses related to the construction and installation of the City's portion of the improvements depicted in *Exhibit A* (the "**Improvements**"). The proposal to construct these Improvements as of the date of this Agreement is shown in *Exhibit B*. City acknowledges that (i) *Exhibit B* is a proposal and is subject to the exclusions and conditions stated therein and (ii) City shall be responsible to reimburse Builder for all contractor's invoices, fees and expenses incurred in completing the Improvements without regard to (x) the proposal shown in *Exhibit B* or (y) the budget and proposal for the Improvements to be developed as described in Paragraph 1.b below. However, if Builder becomes aware that any portion of the work is anticipated to cost more than ten (10%) percent of its identified cost in *Exhibit B*, then Builder shall notify City and Builder and City shall meet and confer with the contractor to determine whether there are any more cost-efficient methods or procedures for accomplishing the work.

b. Prior to commencing the Improvements, City and Duran and Venables General Engineering Contractors, the City's general contractor who will perform the Improvements (the "**General Contractor**"), shall agree in writing on the total amount of costs and expenses to be paid to General Contractor for the construction and installation of the Improvements, subject to any exclusions, assumptions, conditions and allowances as are acceptable to City and General Contractor.

c. Upon City and General Contractor agreeing on the total amount of costs and expenses for the Improvements, Builder shall retain General Contractor on terms and conditions acceptable to Builder to complete the Improvements and thereafter Builder shall supervise said construction and installation as described in this Agreement.

### 2. REIMBURSEMENT.

a. Cost of Improvements. City agrees to fully reimburse Builder for all costs and expenses incurred in the installation and construction of the Improvements as specifically described in *Exhibit B*. Prior to commencing the installation of the Improvements, City and Builder shall agree in writing upon the schedule for City's reimbursement payments to Builder. City agrees that said reimbursement schedule shall be coordinated with the required payments by Builder to General Contractor such that Builder will receive its reimbursement payments from City before the corresponding payments for the work then performed are due to General Contractor.

b. Shared Costs. Shared costs specifically for construction staking, materials testing and observation services as specifically described in *Exhibit C* will be reimbursed to the Builder at the cost of such items.

3. COMMENCEMENT OF WORK. Builder and its contractor or subcontractors shall not commence installation or construction of the Improvements until Builder has received written authorization from City to proceed (the "**Notice to Proceed**"). The Notice to Proceed shall be deemed to confirm City's acceptance of the final proposal or lump sum contract amount for the Improvements as agreed upon by City and General Contractor. All work performed by or on behalf of Builder under this Agreement

- (i) Shall be done in strict compliance with the plans, specifications and drawings previously approved by the City and in a good and workmanlike manner; provided however, that Builder and City may mutually agree to modify, alter or change the plans, specifications and drawings, or proceed as directed by the City in writing;
- (ii) Shall be subject to inspection by City; and
- (iii) Builder shall require its employees, contractors, and agents to comply with all reasonable instructions given by City during construction and installation of the Improvements.

4. **COMPLETION.** At such time as Builder believes that the Improvements are complete, Builder shall provide written notice of completion to City and requesting an inspection. Within ten (10) days following the date of receipt of Builder's written notice of completion, City shall conduct a final inspection of the Improvements. If, during the final inspection, City determines that the Improvement(s) have not been completed in accordance with all applicable codes, regulations, permits, approved plans and/or as set forth in this Agreement, City shall prepare a written punch list of all items to be completed by Builder and shall provide such punch list to Builder within five (5) days following the final inspection. Upon satisfaction of the items on City's punch list, Builder shall have completed the installation of the Improvements.

5. **OWNERSHIP OF THE IMPROVEMENTS.** From and after the City's acceptance of the Improvements in accordance with this Agreement, ownership of the Improvements shall be vested exclusively in City.

6. **STANDARD OF WORK.** Builder agrees by acceptance of this Agreement to use commercially reasonable efforts to cause the installation the Improvements in a professional manner and to a standard comparable to that installed within the City. Except as needed in connection with the construction and installation of the Improvements shown in *Exhibit A*, any work contemplated under this Agreement which requires excavation, involves the installation of permanent improvements or affects the established drainage shall be submitted to City prior to commencement of the work for review and approval and, upon approval by City, all costs and expenses related to such work shall be paid for by City. It is intended by the Parties that the Improvements are to be installed pursuant to plans, specifications and drawing previously approved by City; provided, however, that Builder and City may mutually agree to modify, alter or change such previously approved plans, specifications and drawings. Builder shall be responsible for obtaining any and all other permits, if any, if required for the performance of the work identified in this Agreement, but permitting and related costs shall be reimbursed to Builder as part of the cost of the Improvements as provided herein. Builder shall have no obligation to maintain, repair or replace the Improvements once installed.

7. **COMPLIANCE WITH APPLICABLE LAWS.** Builder shall use commercially reasonable efforts to insure that all work performed and Improvements installed as set forth in this Agreement is performed in a manner which complies with all applicable federal, state, county and local government laws, regulations and rules, including all rules and regulations of City, as these rules and regulations may be modified or changed from time to time; provided, however, that Builder shall have no responsibility for insuring that the plans and specifications for the Improvements attached hereto as *Exhibit A* or any revisions thereto comply with said laws, regulations and rules. In addition, Builder shall insure that all work performed shall be

done only by contractors licensed in the State of California and qualified to perform the type of work required.

**8. NO WARRANTY BY BUILDER.** With the exception of completion of punch list items identified by the City during the final inspection and any manufacturer's warranties provided for equipment and material integral to the Improvements, City acknowledges and agrees that the work performed and the Improvements installed herein by Builder shall not be warranted or guaranteed by Builder to be free from all defects due to faulty materials or workmanship for any period of time. Builder agrees to assign any contractor's and manufacturer's warranties to City.

**9. INSURANCE.** Before commencing any work under this Agreement, Builder shall cause General Contractor to procure and to require any of General Contractor's sub-contractors to procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Builder, General Contractor and their agents, representatives, employees, and subcontractors. Builder shall be an additional named insured party under General Contractor's commercial general liability insurance policy required hereby. Builder shall provide proof satisfactory to City of such insurance that meets the requirements of this Agreement and under forms and amounts of insurance satisfactory in all respects to the City as set forth in *Exhibit D* attached hereto and incorporated herein. Builder shall use commercially reasonable efforts to cause General Contractor to maintain in full force and effect the insurance coverage in the forms and amounts specified in this Agreement throughout the term of this Agreement, and until final completion and acceptance of the work by the City. Builder shall use commercially reasonable efforts to insure that General Contractor shall not allow any contractor or subcontractor to commence work until all insurance required herein for the contractor(s) and subcontractor(s) is effective and evidence thereof has been provided to City. Verification of the required insurance is attached hereto and incorporated herein as *Exhibit D*.

**10. INDEMNIFICATION.** Builder shall defend, indemnify and hold City, its elected officials, officers, employees, and agents free and harmless from and against any and all claims, actions, causes of action, demands, expenses, costs, fines, penalties, fees, and/or liability, including from loss, damage, or injury to or death of persons or property in any manner, to the extent caused by Builder's intentional misconduct in connection with the construction and installation of the Improvements. Builder's indemnity obligations hereunder shall expire upon the City's acceptance of the Improvements. Builder's indemnity obligations hereunder shall include attorney's fees and court costs, but shall exclude (i) any liability related to or arising out of the design, drawings, plans, and/or specifications for the Improvements, (ii) any costs, expenses, fees, fines, or liability for any hazardous substances or toxic material and any required remediation, (iii) any liability to the extent caused by the negligence or intentional acts or omissions of General Contractor and (iv) any liability to the extent caused by the negligence or intentional acts or omissions of the City or its agents, representatives, consultants, contractors, or anyone acting on behalf of City. City shall defend, indemnify and hold Builder, and its officers, employees, directors, owners, representatives, contractors, consultants, and agents, free and harmless from and against any and all claims, actions, causes of action, demands, expenses, costs, fines, penalties, fees, and/or liability, including from loss, damage, or injury to or death of persons or property in any manner, to the extent caused by (i) the design, drawings, specifications, and/or plans for the Improvements, and (ii) any instructions given to Builder by City, or its agents, representatives, consultants, contractors, or anyone acting on behalf of City. All of City's indemnity obligations hereunder shall survive expiration of this Agreement. City's indemnity obligations hereunder shall include attorney's fees and court costs,

but shall exclude any liability to the extent caused by the intentional misconduct of Builder or its agents, representatives, consultants, and/or contractors.

**11. NOTICES.** Any notice to either Party shall be in writing and given by delivering the notice in person or by sending the notice by registered or certified mail or express mail, return receipt requested with postage prepaid, to the Party's mailing address, or transmitted by facsimile equipment if receipt is acknowledged. The respective mailing addresses and contact information of the Parties are, until changed, the following:

**City:** City Engineer  
Attn: Kevin Rohani  
City of Oakley  
3231 Main Street  
Oakley, CA 94561  
Facsimile: (925) 625-9194

**With a Copy to:** City Attorney  
City of Oakley  
3231 Main Street  
Oakley, CA 94561  
Facsimile: (925) 625-4230

**Builder:** Claremont Homes, Inc.  
Attn: Mike Conley  
380 Civic Drive, Suite 200C  
Pleasant Hill, CA 94523  
Facsimile: (925) 332-7947

**With a Copy to:** Ryan A. Lorenzini  
Vice President  
Claremont Homes, Inc.  
380 Civic Drive, Suite 200C  
Pleasant Hill, CA 94523  
Facsimile: (925) 332-7947

Either Party may change its mailing address at any time by giving ten (10) days notice of such change in the manner proved in this Section. All notices shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

**12. NON-ASSIGNMENT.** The license granted herein is personal to Builder and shall not be assignable; provided, however, Builder may, at its discretion and on terms and conditions it determines, and subject to the terms of this Agreement, contract with consultants and contractors to construct and install the Improvements. Builder's right to Reimbursement, as set forth herein, may be assignable by Builder at its discretion and with notice to the City.

**13. SEVERABILITY.** In the event any one or more of the provisions of the Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions of the Agreement shall remain in effect and the Agreement shall be read as though the offending provision had not been written or as the provision shall be determined by such court to be read.

14. **GOVERNING LAW.** This Agreement is made under, shall be governed by and construed in accordance with the laws of the State of California.

15. **CONSTRUCTION.** This Agreement has been reviewed and revised by legal counsel for both Builder and City and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of the Agreement.

16. **FURTHER ASSURANCES.** Each Party covenants, on behalf of itself and its successors and assigns, to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all documents, instruments and writings as may be necessary or proper to achieve the purposes and objectives of the Agreement.

17. **TIME OF ESSENCE.** Time is of the essence for this Agreement and Builder shall use commercially reasonable efforts to insure that the Improvements shall be completed no later than June 30, 2016.

18. **RECITALS.** All of the facts and background information set forth in the RECITALS, above, are incorporated into this Agreement and constitute a part hereof.

19. **ATTORNEY'S FEES.** In the event any action is commenced to enforce or interpret any term or condition of this Agreement, in addition to costs and any other relief, the prevailing party shall be entitled to reasonable attorney's fees. Jurisdiction and venue in the event of any legal action shall be in Contra Costa County, California.

20. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the Parties hereto with respect to the matters contained herein.

21. **FORCE MAJEURE.** Any prevention of or delay in the performance by a party hereto of its obligations under this Agreement caused by governmental restrictions, regulations, controls, action or inaction, or other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party of its obligations hereunder for a period of one day for each such day of delay.

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

**CLAREMONT HOMES, INC.,**

**CITY OF OAKLEY, a Municipal Corporation  
in the State of California**

By:

By:

\_\_\_\_\_  
Name

\_\_\_\_\_  
**Bryan H. Montgomery, City Manager**

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
**Libby Vreonis, City Clerk**

\_\_\_\_\_  
Signature

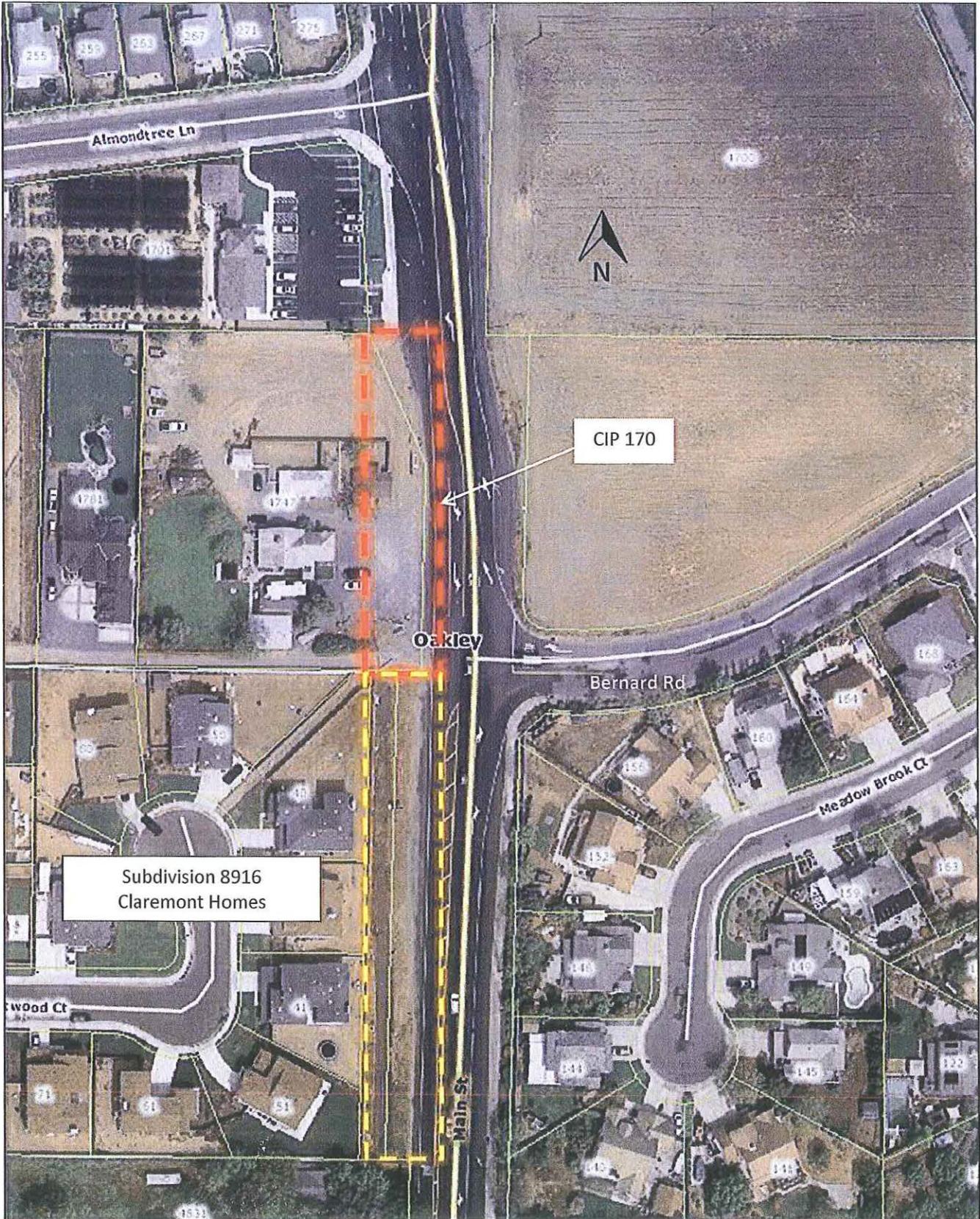
Approved as to Form:

\_\_\_\_\_  
**Derek P. Cole, City Attorney**

- Exhibits:    A – Improvement Plan  
              B – Proposal  
              C – Shared Cost Items  
              D - Insurance Requirements

*EXHIBIT A*

**IMPROVEMENT PLAN**



CIP 170 – FY 2015/2016 Frontage Gap Closure Improvement Project

# MAIN STREET ROADWAY IMPROVEMENT PLANS FOR SUBDIVISION 8916 OAKLEY, CA

### GENERAL NOTES:

- ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN STRICT ACCORDANCE WITH CONTRA COSTA COUNTY STANDARD PLANS WITHIN CITY OF OAKLEY RIGHT OF WAY AND/OR CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD PLANS AND SPECIFICATIONS DATED MAY 2008 AND ANY AMENDMENTS TO DATE WITHIN STATE RIGHT OF WAY. ALL WORK AND MATERIALS SHALL BE SUBJECT TO THE INSPECTION AND APPROVAL OF THE CITY OF OAKLEY ENGINEER, OR HIS DESIGNATED REPRESENTATIVE.
- THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT WRITTEN AUTHORIZATION FROM THE ENGINEER.
- APPROVAL OF THESE IMPROVEMENT PLANS AS SHOWN DOES NOT CONSTITUTE APPROVAL OF ANY CONSTRUCTION OUTSIDE THE PROJECT BOUNDARY.
- THE OFFICE OF THE CITY ENGINEER, ADJACENT BUSINESSES AND PROPERTY OWNERS SHALL BE NOTIFIED AT LEAST 48 HOURS IN ADVANCE OF ANY WORK.
- THE CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING AT THE JOB SITE AND SHALL INCLUDE REPRESENTATIVES OF THE CITY OF OAKLEY, CALTRANS (AS APPROPRIATE), SUBCONTRACTORS, UTILITY COMPANIES, AND ANY OTHER RELEVANT AGENCIES AT LEAST 2 WORKING DAYS PRIOR TO THE START OF ANY CONSTRUCTION WORK.
- THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY OF THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY OF OAKLEY HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CITY OF OAKLEY OR THE ENGINEER.
- THE CONTRACTOR SHALL POST EMERGENCY TELEPHONE NUMBERS FOR POLICE, FIRE, AMBULANCE, AND THOSE AGENCIES RESPONSIBLE FOR MAINTENANCE OF UTILITIES IN THE VICINITY OF THE JOB SITE.
- IT IS INTENDED THAT THESE PLANS AND SPECIFICATIONS REQUIRE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THEIR TRUE INTENT AND PURPOSE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY REGARDING ANY DISCREPANCIES AND AMBIGUITIES WHICH MAY EXIST IN THE PLANS OR SPECIFICATIONS. IF THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY THE MATERIALS AND WORKMANSHIP OF THE FIRST QUALITY ARE TO BE USED.
- AN ENCROACHMENT PERMIT IS REQUIRED FOR ALL WORK DONE IN CITY OF OAKLEY RIGHT-OF-WAY OR EASEMENTS. CONTRACTOR SHALL UNDERSTAND AND COMPLY WITH THE TERMS OF THE PERMIT. AN ENCROACHMENT PERMIT IS REQUIRED FOR ALL WORK DONE WITHIN STATE RIGHT-OF-WAY. THE CONTRACTOR SHALL COMPLY WITH TERMS OF THE PERMITS.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO ACQUIRE ALL NECESSARY PERMITS AND LICENSES REQUIRED FOR THE CONSTRUCTION AND COMPLETION OF THE PROJECT, I.E. CITY, CONTRA COSTA COUNTY FLOOD CONTROL DISTRICT, STATE, CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, ETC.
- CONTRACTOR SHALL COMPLY WITH ALL VIOLATION MEASURES PURSUANT TO ENVIRONMENTAL DOCUMENTS PREPARED FOR THE PROJECT.
- THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER, PRIOR TO FINAL ACCEPTANCE, AS-BUILT DRAWINGS OF ALL IMPROVEMENTS REPRESENTED BY THE PROJECT PLANS AND SPECIFICATIONS. AFTER CONSTRUCTION OF ALL IMPROVEMENTS, THE CONTRACTOR SHALL SUBMIT ONE SET OF AS-BUILT REPRODUCIBLE PLANS TO THE CITY ENGINEER.
- IT IS STRONGLY RECOMMENDED THAT THE CONTRACTOR REVIEW SITE PRIOR TO BIDDING.
- SEE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD PLANS FOR ABBREVIATIONS NOT LISTED ON THIS SHEET.

### SURVEY CONTROL NOTES:

BENCHMARK: CONTRA COSTA COUNTY BM 2095  
ELEVATION: 22.95' (MVD 29)

A BRASS DISC SET IN THE NORTHWEST CORNER OF THE BRIDGE OVER MARSH CREEK AT INTERSECTION WITH CYPRESS ROAD, 400' EAST OF THE INTERSECTION OF CYPRESS ROAD AND STATE HIGHWAY ROUTE 4.

### CONSTRUCTION STAKING NOTES:

- CONSTRUCTION STAKING FOR GRADING, CURB, SIDEWALK, STORM DRAIN AND OTHER FACILITIES SHALL BE DONE UNDER THE DIRECTION OF CURMA ENGINEERING, INC.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER SEVENTY-TWO (72) HOURS IN ADVANCE OF THE NEED FOR STAKING. ANY STAKING REQUESTED BY THE CONTRACTOR OR HIS SUBCONTRACTORS ABOVE AND BEYOND THE LISTED ITEMS WILL BE SUBJECT TO AN EXTRA CHARGE TO THE CONTRACTOR.
- THE CONTRACTOR SHALL EXERCISE DUE CAUTION AND SHALL CAREFULLY PRESERVE BENCH MARKS, REFERENCE POINTS AND ALL SURVEY STAKES, AND SHALL BEAR ALL EXPENSE FOR REPLACEMENT AND/OR ERRORS CAUSED BY THEIR UNNECESSARY LOSS OR DISTURBANCE.

### EXISTING UTILITIES AND OTHER FACILITIES:

- PRIOR TO COMMENCING ANY WORK, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE EACH UTILITY COMPANY TO LOCATE THEIR MAIN AND SERVICE LINES IN THE FIELD. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK BY CALLING THE TOLL-FREE NUMBER (800) 642-2444. THE CONTRACTOR SHALL RECORD THE U.S.A. ORDER NUMBER AND FURNISH ORDER NUMBER TO THE CITY OF OAKLEY PRIOR TO ANY EXCAVATION.
- ATTENTION IS DIRECTED TO TITLE 8 CALIFORNIA ADMINISTRATION CODE SECTION 1940 (A) (1) OF THE CONSTRUCTION SAFETY ORDERS ISSUED BY THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1973 (AS AMENDED) WHICH STATES: (1) PRIOR TO OPENING AN EXCAVATION, EFFORT SHALL BE MADE TO DETERMINE WHETHER UNDERGROUND INSTALLATIONS, I.E. SEWER, WATER, FUEL, ELECTRICAL LINES, ETC., WILL BE ENCOUNTERED AND IF SO, WHERE SUCH UNDERGROUND INSTALLATIONS ARE LOCATED. WHEN THE EXCAVATION APPROXIMATES THE APPROXIMATE LOCATION OF SUCH INSTALLATION, THE EXACT LOCATION SHALL BE DETERMINED BY CAREFUL PROBING OR HAND DIGGING; AND, WHEN IT IS UNCOVERED, ADEQUATE PROTECTION SHALL BE PROVIDED FOR THE EXISTING INSTALLATION.
- IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES SO THAT NO DAMAGE RESULTS TO THEM DURING THE PERFORMANCE OF THIS CONTRACT. ANY COSTS NECESSARY FOR REPAIR OR REPLACEMENT OF DAMAGED UTILITIES SHALL BE BORNE ENTIRELY BY THE CONTRACTOR.
- ALL EXISTING IMPROVEMENTS THAT ARE SHOWN ON THE PLANS TO BE REMOVED SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND DISPOSED OF PROPERLY EXCEPT FOR THOSE ITEMS SPECIFIED TO BE SALVAGED.
- CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH APPROPRIATE UTILITY COMPANIES FOR THE RELOCATION OR REMOVAL OF ALL EXISTING UTILITIES. CONTRACTOR SHALL ALLOW SUFFICIENT TIME FOR UTILITY COMPANIES TO COMPLETE THEIR OWN RELOCATION OR REMOVAL WORK.

### GENERAL UTILITY NOTES:

- EXCAVATIONS OF 5 FEET (1.5 METERS) OR MORE WILL REQUIRE AN EXCAVATION PERMIT FROM THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL SAFETY. FOR TRENCHES 8 FEET (2.4 METERS) OR MORE IN DEPTH, THE CONTRACTOR SHALL COMPLY WITH SECTION 50.02(a) OF CALTRANS SPECIFICATIONS DATED MAY 2008 AND ANY AMENDMENTS TO DATE, CHAPTER 9 OF THE STATE OF CALIFORNIA LABOR CODE, AND ANY LOCAL CODES OR ORDINANCES.
- CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH APPROPRIATE UTILITY COMPANIES FOR THE RELOCATION OR REMOVAL OF ALL EXISTING UTILITIES. CONTRACTOR SHALL ALLOW SUFFICIENT TIME FOR UTILITY COMPANIES TO COMPLETE THEIR OWN RELOCATION OR REMOVAL WORK.
- THE UTILITY OWNER, AFFECTED BUSINESSES AND RESIDENTS SHALL BE NOTIFIED IMMEDIATELY UPON ANY UNPLANNED UTILITY SERVICE DISRUPTION. A 48-HOUR NOTICE SHALL BE PROVIDED FOR ANY PLANNED DISRUPTION.
- ALL TRENCHES IN ARTERIAL AND COLLECTOR STREETS AND GROSS TRENCHES ON ALL STREETS SHALL BE PAVED WITH TEMPORARY PAVING THE SAME DAY THE PAVEMENT CUT IS MADE.
- ALL UNDERGROUND UTILITY WORK SHALL BE COMPLETED PRIOR TO CONSTRUCTION OF THE CURB, GUTTER, SIDEWALK AND OTHER FINISH PAVING.

### CONTRA COSTA STANDARD PLANS REFERENCED INCLUDE BUT ARE NOT LIMITED TO:

STD PLAN NO.	DESCRIPTION
CA-721	DRIVEWAY RAMP DETAIL
CA-801	WALKWAY DETAILS
CD-301	PRECAST MANHOLE AND TYPE 1 MANHOLE BASE
CD-311	TYPE 111 MANHOLE BASE
CD-321	TYPE 111 MANHOLE BASE

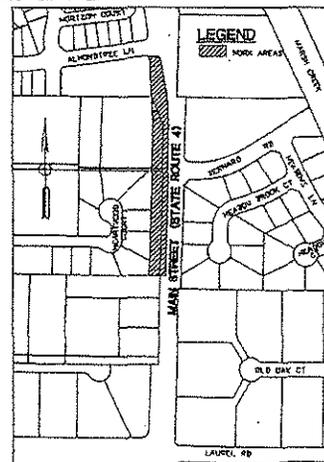
### CALTRANS STANDARD PLANS REFERENCED INCLUDE BUT ARE NOT LIMITED TO:

STD PLAN No.	DESCRIPTION
A10A, B	ABBREVIATIONS AND ACRONYMS
A24A, B, D	PAVEMENT MARKERS AND TRAFFIC LINES, TYPICAL DETAILS
A27A, B	PAVEMENT MARKINGS ARROWS
A88A	CURB RAMP DETAILS
D74B	DRAINAGE INLETS
D77B	BICYCLE PROOF GRATE DETAILS

### UTILITY CONTACT INFORMATION

DIABLO WATER DISTRICT	MIKE VERAKA	(925) 625-3798
IRVINGHOUSE SANITARY DISTRICT	JENNY SKREL	(925) 625-2279
PG&E	ROD JACOBSON	(925) 634-6523
SBC	MARIN KINNE-LUTES	(925) 623-8527

ALL DIMENSIONS ARE IN FEET WITH METERS IN PARENTHESES UNLESS OTHERWISE NOTED



### DRAWING INDEX:

No.	DESCRIPTION
1	T-1
2	C-1
3	X-1
4	L-1
5-7	U-1 TO U-3
8-9	TH-1 TO TH-2
10	PD-1
11-13	E-1 TO E-3
14	EC-1

### LEGEND AND ABBREVIATIONS

AB	AGGREGATE BASE	OG	ORIGINAL GROUND
AC	ASPHALT CONCRETE	OH	OVERHEAD
BCR	BEGIN CURB RETURN	PCC	PORTLAND CEMENT CONCRETE
BVC	BEGIN VERTICAL CURVE	PG	PROFILE GRADE
BOB	BACK OF BULK	PL	PROPERTY LINE
C	CENTER LINE	PVI	POINT OF VERTICAL INTERSECTION
CL	CLASS	RD	REINFORCED CONCRETE PIPE
C&G	CURB & GUTTER	R/W	RIGHT OF WAY
CM	CORRUGATED METAL PIPE	S/D	STORM DRAIN
DI	DRAINAGE INLET	SS	SANITARY SEWER
DER	END CURB RETURN	TC	TOP OF CURB
ELEV	ELEVATION	TCE	TEMP CONSTRUCTION EASEMENT
EMB	EMBANKMENT	TC	TOP OF GRATE
EP	EDGE OF PAVEMENT	VAR	VARIABLE
ETW	EDGE OF TRAVELED WAY	VC	VERTICAL CURVE
EVC	END VERTICAL CURVE	W	WATER
EXIST	EXISTING	WM	WATER METER
FC	FINISH GROUND		
FOC	FACE OF CURB		
GB	GRADE BREAK		
HDPPE	HIGH DENSITY POLYETHYLENE		
HP	HEDGE POINT		
HW	HWY		
LIP	LIP OF GUTTER		

DETAIL LETTER  
DETAIL SHEET NUMBER  
PORTLAND CEMENT CONCRETE  
ANGLE POINT

T-1

TITLE SHEET

MAIN STREET  
ROADWAY IMPROVEMENTS

NO SCALE  
SHEET NO.  
1 of 14

REVISIONS	No.	DATE

MARK THOMAS & COMPANY, INC.  
Professional Engineers, Surveyors and Planning Services  
10000 RIVERVIEW DRIVE, SUITE 222  
DUBLIN, CALIFORNIA 94568  
(TEL) (916) 836-0868 FAX (916) 836-0868



CITY OF OAKLEY

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF THE CITY OF OAKLEY AND ARE TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY OTHER USE OR REPRODUCTION WITHOUT THE WRITTEN PERMISSION OF THE CITY OF OAKLEY IS PROHIBITED.

SEED  
SUPERVISOR OF PUBLIC WORKS  
CITY OF OAKLEY

12-1-08

**TRAFFIC MARKING NOTES:**

1. THE CONTRACTOR SHALL PROVIDE ALL WARNING SIGNS, DELINEATORS, BARRICADES, TEMPORARY RAILINGS, LIGHTS, FLASHERS OR ANY OTHER TRAFFIC CONTROL DEVICE NECESSARY FOR PUBLIC SAFETY IN ACCORDANCE WITH THE CURRENT ISSUE OF "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES."
2. ALL LANES SHALL BE MAINTAINED AT MINIMUM 12 FEET (3.6 METERS) WIDE UNLESS OTHERWISE NOTED.
3. ACCESS TO ADJACENT BUSINESSES SHALL BE MAINTAINED AT ALL TIMES DURING BUSINESS HOURS. ACCESS TO ADJACENT PROPERTY SHALL BE MAINTAINED AT ALL TIMES. TEMPORARY APPROACHES SHALL BE PROVIDED.
4. SURFACED MOUNTED CHANNELIZERS SHALL BE SPACED AT 75 FEET (3.6 METERS) ON CENTER UNLESS OTHERWISE NOTED ON THE PLANS.
5. SURFACED MOUNTED CHANNELIZERS AT CURB RETURNS SHALL BE PLACED AT A MINIMUM RADIIUS OF 40 FEET (12.2 METERS) UNLESS OTHERWISE NOTED.
6. CONTRACTOR IS RESPONSIBLE FOR REMOVING EXISTING CONFLICTING STRIPING AND COVERING EXISTING CONFLICTING SIGNS.
7. ALL TEMPORARY STRIPING AND PAVEMENT MARKINGS SHALL BE PAINT UNLESS OTHERWISE NOTED OR UNLESS A SUBSTITUTE MATERIAL IS SPECIFICALLY APPROVED BY THE ENGINEER AND CONFORMS TO THE APPROPRIATE DETAILS PRESENTED IN CALTRANS STANDARD PLANS DATED MAY 2006 OR ANY AMENDMENTS TO DATE.

**PAVEMENT THROUGH CONTACT, WATER SEPARATION AND NOISE REDUCTION NOTES:**

1. APPROPRIATE DUST CONTROL MEASURES SUCH AS THE APPLICATION OF WATER SHALL BE PROVIDED AT ALL TIMES AT THE CONTRACTOR'S DISCRETION TO CONFINE DUST PARTICLES TO THE IMMEDIATE WORK AREA AND SHALL BE IN ACCORDANCE WITH THE LOCAL REQUIREMENTS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE SITE OR SURROUNDING AREA, DUE TO DUST OR EMISSIONS RESULTING FROM WORK DONE BY HIS ACTIVITIES.
3. THE CONTRACTOR SHALL PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND SUBMIT TO THE CITY AND CALTRANS INSPECTOR FOR APPROVAL. IN ADVANCE OF ANY WORK THAT MAY CAUSE POLLUTION TO THE LOCAL STORM DRAIN SYSTEM OR RECEIVING WATERS. THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE PRELIMINARY SWPPP PREPARED FOR THIS JOB AND REFERENCED IN THE CALTRANS ENGAGEMENT PERMIT.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR EROSION AND SEDIMENT CONTROL MEASURES CONFORMING TO STATE STANDARDS WHEN STATE RIGHT OF WAY AND LOCAL STANDARDS THROUGHOUT THE REMAINDER OF THE JOB. TO BE INSTALLED AND MAINTAINED IN GOOD CONDITION AT ALL TIMES. THE CONTRACTOR SHALL INSPECT SUCH CONTROLS REGULARLY AND PERFORM REPAIRS AS NEEDED. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES, DELAYS, AND FOR DAMAGES RESULTING FROM ANY STATE OR LOCAL SANCTIONS CAUSED BY THE OPERATION OF THE CONTRACTOR OR HIS SUBCONTRACTORS.
5. ALL CONSTRUCTION EQUIPMENT SHALL USE PROPERLY OPERATING MUFFLERS, AND NO COMBUSTION EQUIPMENT SUCH AS PUMPS OR GENERATORS SHALL BE ALLOWED TO OPERATE WITHIN 500 FEET OF ANY OCCUPIED RESIDENCE DURING CONSTRUCTION HOURS, 7:30 AM TO 5:30 PM, UNLESS THE EQUIPMENT IS SURROUNDED BY A NOISE PROTECTION BARRIER, AS APPROVED BY THE ENGINEER.

**STORM DRAIN NOTES:**

1. ALL STORM DRAIN CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF CALTRANS STANDARD PLANS DATED MAY 2006 AND STANDARD SPECIFICATIONS DATED MAY 2006 AND ANY AMENDMENTS THEREIN.
2. THE CONTRACTOR SHALL EXPOSE ALL EXISTING STORM DRAIN PIPES, WHERE A CONNECTION IS TO BE MADE, AND IMMEDIATELY NOTIFY THE ENGINEER IF THERE IS A DISCREPANCY BETWEEN THE SHOWN PLANS AND EXISTING FIELD CONDITIONS PRIOR TO THE START OF STORM DRAIN INSTALLATION.
3. ALL STORM DRAIN CONSTRUCTION SHALL PROCEED FROM THE DOWNSTREAM CONNECTION TO THE UPSTREAM TERMINUS.
4. ALL STORM DRAIN PIPES SHALL BE BASKETED CLASS II OR IV REINFORCED CONCRETE PIPE CONFORMING TO AIN 6-14 UNLESS OTHERWISE NOTED OR UNLESS A SUBSTITUTE MATERIAL IS SPECIFICALLY APPROVED BY THE ENGINEER IN WRITING.
5. THE CONTRACTOR SHALL PROVIDE ALL STORM DRAIN, EROSION, SEDIMENT OR OTHER PROVISIONS NECESSARY TO PROTECT WORKMEN FOR ALL AREAS TO BE EXCAVATED TO A DEPTH OF 3 FEET (1.5 METERS) OR MORE. SHIELD PROTECTION SHALL BE PROVIDED IN ACCORDANCE WITH THE LOCAL AND STATE REGULATIONS.
6. "NO DRIFTING - DRAINS TO DEATH" SHALL BE LABELLED ON ALL STORM DRAIN SLEETS WITH BETHMOPLASTIC CONSISTENT WITH CITY OF OAKLEY STANDARDS.
7. ALL STORM DRAIN LINES SHALL BE CLEARED OF ALL SAND AND OTHER DEBRIS PRIOR TO ACCEPTANCE BY THE ENGINEER.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TESTING OF STORM DRAIN FACILITIES IN ACCORDANCE WITH THE CALTRANS STANDARD SPECIFICATIONS DATED MAY 2006 AND ANY AMENDMENTS TO DATE.
9. ALL SLEETS SHALL BE CONSTRUCTED WITH BICYCLE PROOF GRATES IN CONFORMANCE WITH CALTRANS STANDARD PLAN 077B.

**GRANDS AND PAVING NOTES:**

1. CANTHOLE SHALL BE REPAIRED IN ACCORDANCE WITH CALTRANS STANDARD SPECIFICATIONS DATED MAY 2006, "GEOTECHNICAL ENGINEERING INVESTIGATION, HEARTWOOD ESTATES AND UTILITY DESIGN IMPROVEMENT," A SOIL REPORT PREPARED BY PARSON CONSULTANTS, INC. (408) 943-1001, DATED DECEMBER 2003 AND INSPECTION OF THE SOILS EXHIBITS. ALL FILL AREAS SHALL BE TESTED AS REQUIRED BY THE STATE AND SHALL BE PAID FOR BY THE CONTRACTOR.
2. ALL DRIVEWAY WELLS AND SEPTIC TANKS SHALL BE REMOVED AND/OR ABANDONED PER THE REQUIREMENTS OF THE CONTRA COSTA ENVIRONMENTAL HEALTH DEPARTMENT AND OTHER APPLICABLE LOCAL STANDARDS. PROOF OF FINAL ABANDONMENT SHALL BE SUBMITTED TO CONTRA COSTA COUNTY.
3. THE CONTRACT WILL PAY FOR THE COST OF THE INITIAL TEST FOR COMPACTION AND VOLUMETRIC DENSITY CURVE, IF THE FIRST TEST FAILS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ALL SUBSEQUENT CURVES AND TESTS.
4. WHATEVER PAVEMENT IS BROKEN OR REMOVED IN THE EXECUTION OF THE WORK COVERED BY THESE SPECIFICATIONS, THE PAVEMENT SHALL BE CUT A MINIMUM 2 INCH DEPTH OR REMOVED AT AN EXPANSION JOINT. PAVEMENT SHALL BE REPLACED, AFTER PROPER BACKFILLING, WITH PAVEMENT MATERIALS EQUAL TO OR BETTER THAN THE MATERIALS USED IN THE ORIGINAL PAVING. FEATHERING NEW ASPHALT PAVEMENT OVER EXISTING PAVEMENT IS NOT ALLOWED. THE FINISHED PAVEMENT SHALL BE SUBJECT TO THE APPROVAL OF THE SHOPPER.
5. ASPHALT CONCRETE SHALL BE TYPE A AND SHALL CONFORM TO THE REQUIREMENTS AS DESCRIBED IN THE SPECIAL PROVISIONS TO SUPPLEMENT THESE PLANS.
6. SUBGRADE FOR ALL STREET, CURB AND GUTTER, AND CONCRETE FLOWWAYS SHALL BE COMPACTED TO 85% RELATIVE COMPACTION.
7. AGGREGATE BASE SHALL BE CLASS J AND COMPACTED TO 95% RELATIVE COMPACTION.
8. ASPHALT CONCRETE SHALL BE PLACED ONLY WHEN THE ATMOSPHERIC TEMPERATURE IS ABOVE 50°F. PRIME COAT SHALL BE APPLIED TO ALL AGGREGATE BASE SURFACES PRIOR TO PLACING ASPHALT CONCRETE.
9. FORMS FOR CURBS, GUTTERS, AND SIDEWALKS MUST BE APPROVED BY THE ENGINEER PRIOR TO PLACEMENT OF CONCRETE.
10. THE CONTRACTOR IS RESPONSIBLE FOR WATCHING EXISTING STREETS, SURROUNDING LANDSCAPE AND OTHER IMPROVEMENTS WITH A SMOOTH TRANSITION IN PAVING, GRASSES, ETC., AND TO AVOID ANY UNIFORM OR APPARENT CHANGES IN GRASSES OR GRASS SLOPES, LOW SPOTS OR HAZARDOUS CONDITIONS.
11. ALL MANHOLE FRAMES AND COVERS, VALVE BOXES, AND OTHER UTILITY BOXES SHALL BE ADAPTED TO FINISH GRADE AFTER STREET PAVING, UNLESS OTHERWISE NOTED. COST FOR RAISING FACILITIES SHALL BE INCLUDED IN THE VARIOUS ITEMS OF WORK INVOLVED.
12. PAYMENT FOR PAVEMENT WILL BE MADE ONLY FOR AREAS SHOWN ON THE PLANS, NO ADDITIONAL PAYMENT SHALL BE MADE FOR REPLACEMENT OF PAVEMENT WHICH LIES OUTSIDE OF SAID AREAS.

**STRIPING AND STRIPING NOTES:**

1. STRIPING AND STRIPING SHALL BE DONE IN ACCORDANCE WITH CALTRANS SPECIFICATIONS, STANDARD PLANS, AND TRAFFIC MANUAL.
2. ALL PERMANENT STRIPING AND PAVEMENT MARKINGS SHALL BE THERMOPLASTIC UNLESS OTHERWISE NOTED AND SHALL CONFORM TO THE APPROPRIATE DETAILS IN CALTRANS STANDARD PLANS, 2006 UNLESS AND CALIFORNIA SUPPLEMENTS.
3. ALL TRAFFIC SIGNS AND STREET NAME SIGNS SHALL BE HIGH REFLECTIVE GRADE MATERIALS CONFORMING TO CALTRANS STANDARD SPECIFICATIONS.

**ADDITIONAL NOTES:**

1. THE CONTRACTOR SHALL MAINTAIN A NEAT APPEARANCE TO THE WORK AREA. ALL CONSTRUCTION DEBRIS AND MATERIAL SHALL BE CLEARED UP, REMOVED AND DEPOSITED OFF THE JOB SITE. ALL LOOSE GRAVEL AND RUBBISH SHALL BE CLEARED UP DAILY. ALL RUB AND SILT ON THE ROADWAY, SIDEWALK AND DRIVEWAYS SHALL BE CLEARED AT LEAST ONCE PER WEEK OR MORE OFTEN IF REQUIRED BY THE ENGINEER.

**GRABER WATER METER NOTES:**

1. WATER SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE GRABER WATER DISTRICT (DISTRICT). CONTRACTOR TO HAVE THE OCCURRED 2010 SPECIFICATION BOOK ON SITE AT ALL TIMES. THIS CAN BE SEEN ON LINE AT [WWW.GRABERWATERDISTRICT.COM](http://WWW.GRABERWATERDISTRICT.COM). COPIES OF THE STANDARDS AND SPECIFICATIONS ARE AVAILABLE AT THE DISTRICT'S OFFICE AT 2107 MAIN STREET, OAKLEY, CA. PHONE: (925) 625-3788, AND SHALL BE ON SITE AT ALL TIMES.
2. ANYONE WHO TAKES WATER FROM THE DISTRICT'S WATER SYSTEM WITHOUT PROPER METERING SHALL BE SUBJECT TO THE DISTRICT'S TAMPING CHARGE, FEES AND COSTS AS PER THE DISTRICT'S REGULATIONS AND MAY BE SUBJECT TO CRIMINAL PROSECUTION PURSUANT TO CALIFORNIA PENAL CODE SECTION 438 OR OTHER APPLICABLE STATUTES.
3. THE DEVELOPER/CONTRACTOR SHALL SUBMIT TO THE DISTRICT THE SOIL CORROSION ANALYSIS AND DESIGN AS REQUIRED BY THE DISTRICT'S SPECIFICATIONS AFTER ROUGH GRADING OF THE SITE HAS BEEN COMPLETED. NO WORK ON THE DISTRICT'S WATER SYSTEM SHALL COME UNLESS THE DISTRICT HAS GIVEN ITS APPROVAL OF THE SOIL ANALYSIS AND CORROSION PROTECTION DESIGN.

4. ALL WATER MAINS SHALL BE ENVI 6000 CLASS 150 P.C. UNLESS OTHERWISE NOTED ON THESE PLANS. ALL PLASTIC PVC WATER MAINS AND SERVICES SHALL INCLUDE A 12-GAUGE, SINGLE STRAND, COPPER WIRE TAPPED TO THE TOP OF THE PIPE. TOP OF CURB SHALL BE STRAPPED WITH A "W" TO MARK THE LOCATION OF THE WATER LATERAL.
5. WATER LINES SHALL HAVE A MINIMUM COVER OF 3 FEET, AND NOT MORE THAN 4.5 FEET (UNLESS PRE-APPROVED BY THE DISTRICT) FROM FINISH ROADWAY AND SHALL HAVE CONTINUOUS WARNING TAPE INSTALLED 18" ABOVE ALL WATER MAINS, SERVICE LINES, HYDRANT LINES AND BLOW-OFF LINES UNLESS OTHERWISE NOTED. WARNING TAPE SHALL BE BLUE, 2" WIDE, PLASTIC PRINTED CONTINUOUSLY WITH THE WORDS "CAUTION BURIED WATER LINE RELIEF".
6. BASIC SEPARATION REQUIREMENTS FOR WATER MAINS AND SANITARY SERVICES: FOR PARALLEL CONSTRUCTION, THE MINIMUM HORIZONTAL CLEARANCE BETWEEN PRESSURE WATER MAINS AND SEWERS SHALL BE 10 FEET. FOR PERPENDICULAR CONSTRUCTION (CROSSING), WATER MAINS SHALL BE AT LEAST 1 FOOT (CLEAR) ABOVE SANITARY SERVICES WHERE THESE LINES MUST CROSS.
7. SPECIAL CONSTRUCTION REQUIREMENTS FOR PERPENDICULAR WATER MAINS AND SANITARY SERVICES: WHERE A SEWER MUST CROSS AN UNDERGROUND WATER MAIN, THE CROSSING SHALL BE PERPENDICULAR (IF POSSIBLE) AND REGULATION AND MATERIALS SHALL CONFORM TO THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH SERVICES, CONTRA COSTA COUNTY DEPARTMENT OF SEWERAGE AND SANITARY SERVICES.
8. MAINTAIN 5' OF MINIMUM SEPARATION BETWEEN WATER SERVICES AND SANITARY SEWER LATERALS.
9. IF CROSSING A SANITARY SEWER OR STORM DRAIN PIPELINE, A NEW WATER MAIN SHALL BE CONSTRUCTED NO LESS THAN 45-DEGREES TO AND AT LEAST ONE FOOT ABOVE THAT PIPELINE. NO CONNECTION JOINTS SHALL BE MADE IN THE WATER MAIN WITHIN DRAIN HORIZONTAL FEET OF THE PIPELINE BEING CROSSED.
10. PUBLIC FIRE HYDRANTS SHALL HAVE 4-1/2" N.P. 2-1/2" SCREWETS, AND EACH HYDRANT SHALL BE ISOLATED FROM THE MAIN LINE BY A GATE VALVE, AND SHALL RECEIVE TWO (2) COATS OF YELLOW PALLIARD 6 POUNDS PER GALLON. VALVE CAN LIDS FOR 8" FIRE HYDRANT SHUT-OFF VALVE SHALL BE PAINTED WITH NYLON RED/EXTERIOR FLAT PAINT - BURNED MAT, 1902 AS PER FIRE DEPARTMENT REQUIREMENTS.
11. USE LABELLER STREAMLINE PVC COATED COPPER FOR SERVICE LINE AND ANY PERMANENT.
12. CONTRACTOR SHALL INSTALL CURB STEPS, METERS AND METER BOXES ACCEPTABLE TO GRABER WATER DISTRICT AT EACH LOT IMMEDIATELY PRIOR TO JUMPER BEING INSTALLED.
13. USE 304 STAINLESS STEEL NUTS AND BOLTS FOR ALL BOLT-UPS AS WELL AS GATE VALVE BURNETS AND STOPPING BOX NUTS AND BOLTS.
14. THE CONTRACTOR SHALL MAINTAIN WATER SERVICE TO ALL RESIDENCES AT ALL TIMES DURING CONSTRUCTION.
15. NO WORK SHALL COMMENCE UNTIL ALL SUBMITTALS HAVE BEEN APPROVED.
16. THRUST BLOCKS (OR OTHER PIPE JOINT RESTRAINTS) SHALL BE PROVIDED AT ALL ANGLE POINTS ON THE WATER SYSTEM. THRUST BLOCKS FOR TREATED WATER PIPELINES (M) SHALL BE PER THE OWN DETAIL.
17. WORK HOURS SHALL BE 8:00AM THROUGH 5:00 PM, 7-DAY A WEEK, EXCEPT FOR EXTREMELY UNUSUAL CIRCUMSTANCES. ANY REQUESTS FOR WORKING OUTSIDE THESE TIMES MUST BE SUBMITTED TO THE DISTRICT INSPECTOR AT LEAST 48 HOURS IN ADVANCE. IT IS RECOMMENDED THAT REQUESTS FOR SATURDAY WORK BE MADE BY THE CLOSE OF BUSINESS THE PRECEDING FRIDAY. REQUESTS FOR SATURDAY WORK MAY BE APPROVED OR DENIED DEPENDING ON INSPECTOR AVAILABILITY. A REQUEST FOR WORK DURING A DISTRICT HOLIDAY SHALL NOT BE PERMITTED.
18. ALL JOINT TRENCH UNITS SHALL CROSS UNDERNEATH ALL WATER FACILITIES.
19. ALL BUTTERFLY VALVES (BVS) SHALL BE EPOXY LINED AND COATED. LINING SHALL BE CERTIFIED BY THE FACTORY TO BE HELDLY FREE.
20. ALL HOT TAPS SHALL BE PERFORMED BY TAP MASTER, INC. OF COVINGTON, CALIFORNIA, PHONE: 925-439-7976. TAPPING SLEETS SHALL BE STAINLESS STEEL TYPE JOK 432, NO COPOL.
21. NO TREES SHALL BE PLANTED WITHIN 10' OF ANY WATER MAINS, FIRE SERVICES, OR FIRE HYDRANT LATERALS. MEASUREMENT SHALL BE TAKEN AS THE CLEAR DISTANCE BETWEEN THE ROOT BALL AND WATER MAIN.
22. ALL LOCATOR WIRES SHALL BE TESTED AND TEST RESULTS SHALL BE INCLUDED IN THE CATHODIC PROTECTION TEST REPORT.
23. ALL WATER METERS SHALL BE PROVIDED WITH A 2004-FLEMET METER UNIT. METER BOXES FOR METERS LESS THAN 1-1/2" IN SIZE SHALL HAVE COVER BY B12000-F (FLEMET) LIDS. ALL METER BOX LIDS SHALL HAVE GRILLED HALLES FOR FLEMET 2004 UNITS.
24. WATER METERS 5/8" IN SIZE SHALL BE SENSUS 5/8" X 3/4" PERM. 1 CUBIC FOOT, LABELED 5/8" X 3/4". WATER METERS 1" IN SIZE SHALL BE SENSUS 1" PERM. 1 CUBIC FOOT.
25. SOIL CORROSION CONSULTANTS, INC. SHALL CONDUCT ALL FINAL CATHODIC PROTECTION TEST REPORTS AT THE DISPOSE OF THE DEVELOPER/CONTRACTOR.
26. INSTALL A BALL SHUT-OFF VALVE AND BOX ON CUSTOMER'S SIDE AFTER BACKFLOW DEVICE FOR NEW CONSTRUCTION AS REQUIRED BY THE CITY OF OAKLEY'S SPECIFICATIONS.

REVISION 1 DESIGNED UNDER THE DIRECTION OF:  
   
 MICHAEL VERARA  
 MICHAEL VERARA

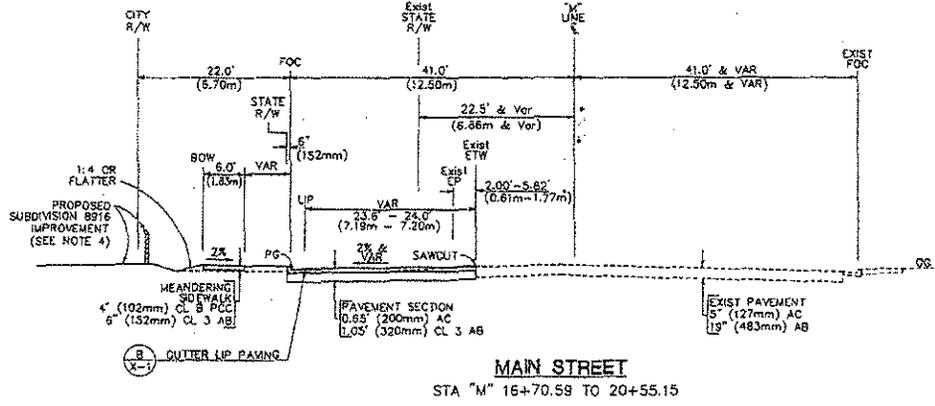


APPROVED BY:  
 9-9-2015  
 MIKE VERARA  
 DMBLO WATER DISTRICT

GENERAL NOTES		SCALE		NO SCALE	
GENERAL NOTES		NO SCALE		SHEET NO.	
GENERAL NOTES		NO SCALE		2 of 14	
GENERAL NOTES		NO SCALE		MAIN STREET ROADWAY IMPROVEMENTS	
GENERAL NOTES		NO SCALE		MARK THOMAS & COMPANY, INC.	
GENERAL NOTES		NO SCALE		1212 JAMES ROAD, SUITE 212 MAYFIELD CREEK, CA 94553 TEL: (925) 955-3333 FAX: (925) 955-3339	
GENERAL NOTES		NO SCALE		CITY OF OAKLEY	
GENERAL NOTES		NO SCALE		APPROVED BY:  DATE	

ALL DIMENSIONS ARE IN FEET WITH METERS IN PARENTHESES UNLESS OTHERWISE NOTED

G-1

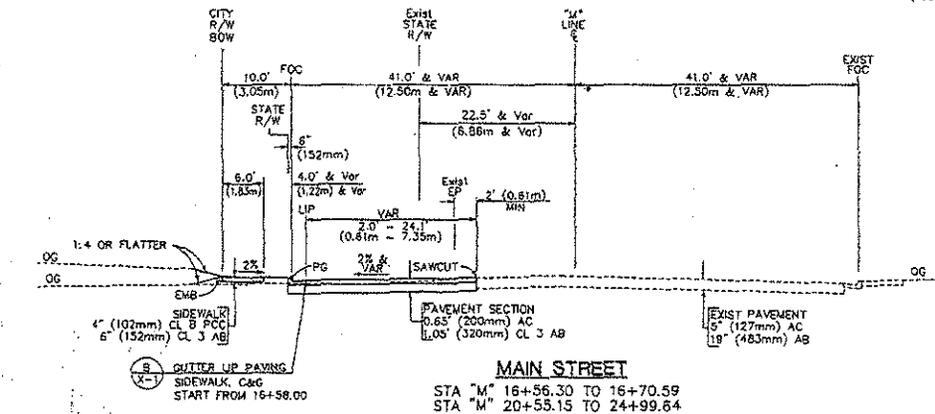


**MAIN STREET**  
STA "M" 16+70.59 TO 20+55.15

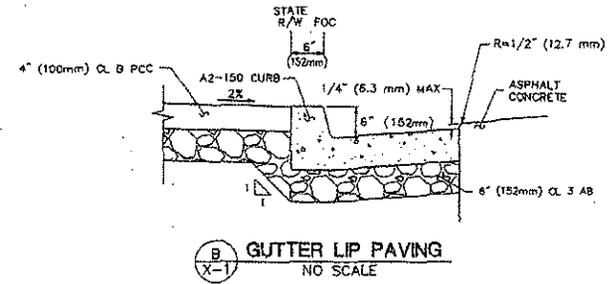
- NOTES:
1. ASPHALT CONCRETE SHALL BE TYPE A AND SHALL CONFORM TO PROJECT SPECIAL PROVISIONS.
  2. AGGREGATE BASE SHALL BE CLASS 3 WITH R-VALUE EQUAL TO 79 FOR STRUCTURE PAVEMENT AND SHALL CONFORM TO PROJECT SPECIAL PROVISIONS.
  3. ALL ENGINEERED FILL WITHIN 2.5 FEET (0.76m) OF PAVEMENT SUBGRADE AND CL 3 AB SHALL BE COMPACTED TO 95% RELATIVE COMPACTION.
  4. FOR SUBDIVISION 8916 IMPROVEMENT, SEE PLANS BY CUNHA ENGINEERING, INC.
  5. FOR ADDITIONAL DETAILS NOT SHOWN, SEE CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT STANDARD PLAN CA 741.

TABLE 1

LOCATION	TI	STRUCTURAL PAVEMENT SECTIONS	
		OPTION 1	OPTION 2
		AC	AB
MAIN STREET (SR4)	12	0.65' (200 mm)	1.05' (320 mm)
			FULL DEPTH AC
			1.15' (350 mm)



**MAIN STREET**  
STA "M" 16+56.30 TO 16+70.59  
STA "M" 20+55.15 TO 24+99.64



**GUTTER LIP PAVING**  
NO SCALE

ALL DIMENSIONS ARE IN FEET WITH METERS IN PARENTHESES UNLESS OTHERWISE NOTED

X-1

TYPICAL SECTIONS		SCALE: NO SCALE	
		SHEET NO. 3 of 14	
MAIN STREET ROADWAY IMPROVEMENTS		MARK THOMAS & COMPANY, INC. PROFESSIONAL ENGINEERS, ARCHITECTS AND PLANNERS 1213 ALPINE ROAD, SUITE 202 OAKLEY, CALIFORNIA 94621 (925) 938-0388	
		CITY OF OAKLEY	
DESIGNED BY	DATE	NO.	BY
DRAWN BY			
CHECKED BY			
DATE	10/31/07		

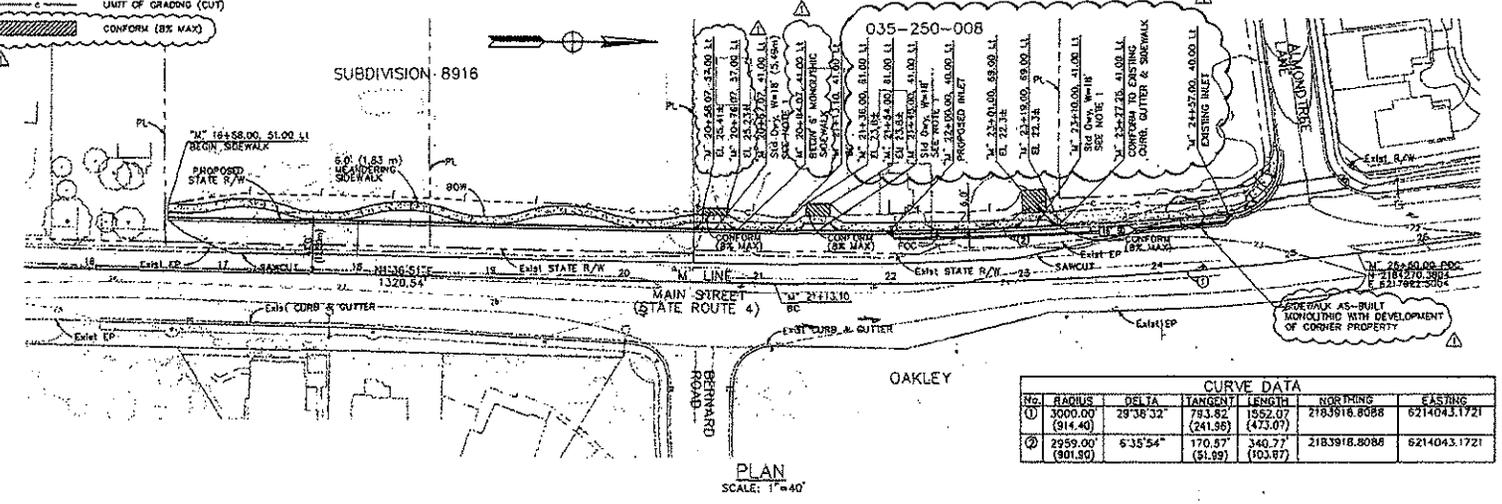
**LEGEND**

— UNIT OF GRADING (FILL)

— UNIT OF GRADING (CUT)

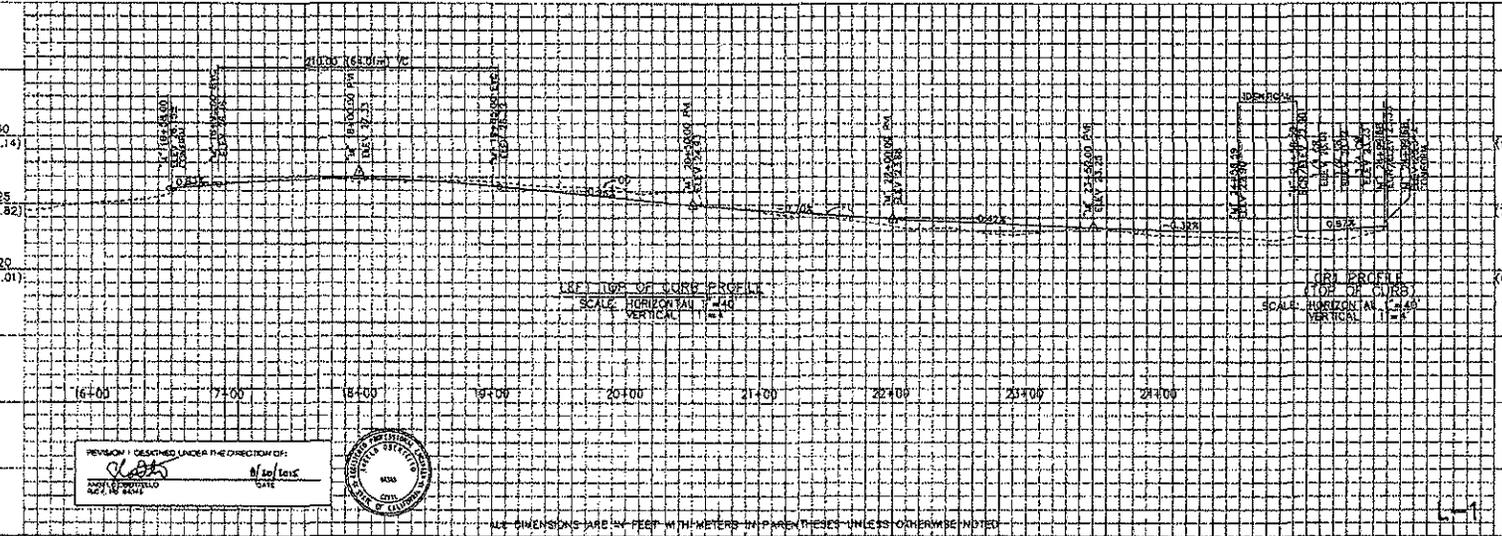
CONFORM (BX MAX)

**NOTE:**  
1. FOR DRIVEWAY DETAILS, REFER TO CALTRANS STANDARD PLAN AB7A DATED MAY 2006 OR ANY AMENDMENTS TO DATE.



**CURVE DATA**

NO.	RADIUS	DELTA	TANGENT LENGTH	NORTHING	EASTING
①	3000.00 (914.40)	29°38'32"	793.82 (241.96)	2183918.8088	8214043.1721
②	2959.00 (901.50)	6°35'54"	170.57 (51.99)	2183918.8088	8214043.1721



DESIGNED UNDER THE DIRECTION OF:  
*[Signature]*  
DATE: 10/31/07



ALL DIMENSIONS ARE IN FEET WITH METERS IN PARENTHESES UNLESS OTHERWISE NOTED

**PLAN & PROFILE**

**MAIN STREET  
ROADWAY IMPROVEMENTS**

SCALE: AS SHOWN  
SHEET NO. 4 of 14

REVISION	NO.	BY	DATE	CITY	APP'D
DESIGNED	SD	AW/KT	MSB 07/06		
CHECKED	SD				
DATE	10/31/07				

**MARK THOMAS & COMPANY, INC.**  
Professional Engineer, Geotechnical and Planning Services  
10435 Wilshire Blvd, Suite 200  
Beverly Hills, CA 90210  
Tel: (310) 470-1100 Fax: (310) 470-1101

**CITY OF OAKLEY**

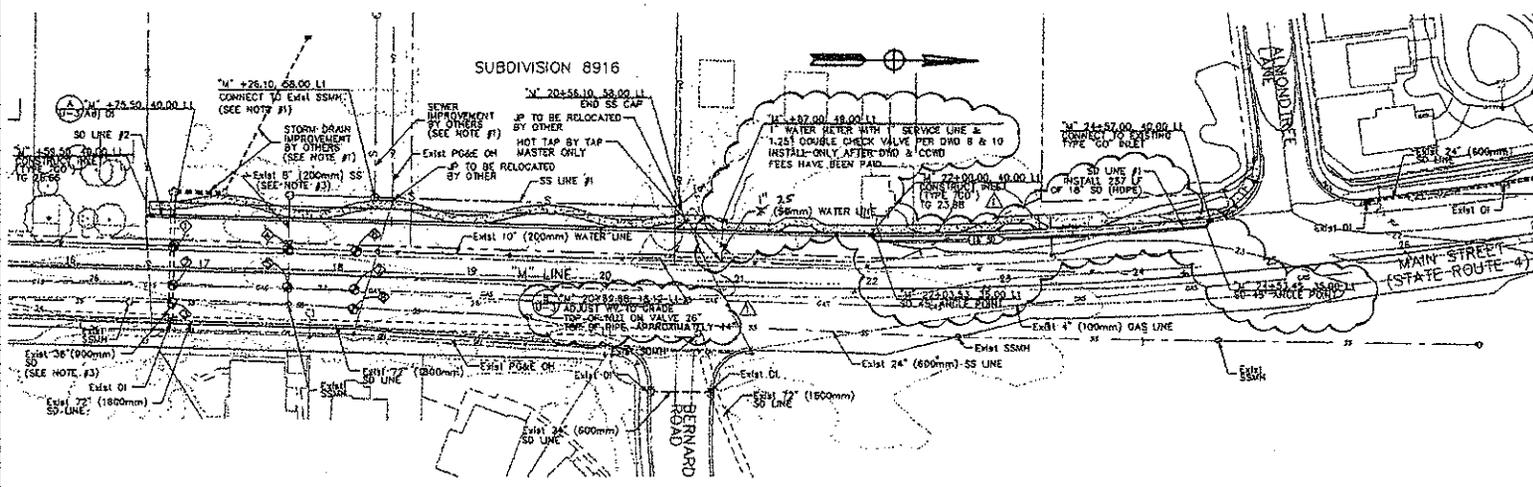
**NOTES:**

- FOR SUBDIVISION 8916, SEE PLANS BY CURHA ENGINEERING, INC.
- TOP OF GRATE ELEVATIONS ARE ALONG THE GUTTER FLOW LINE AT THE CENTER OF GRATE.
- FOR PREVIOUS SEWER & SD IMPROVEMENT CROSSING HWY 4 (MARI ST), SEE SD & SEWER PLANS DATED 2-24-06 BY MTC.

**LEGEND**

	Exist	ENCLOSED
SANITARY SEWER	SS	SS
GAS	GAS	N/A
WATER	W	N/A
STORM DRAIN	SD	SD
OVERHEAD	OH	N/A

POTHOLE DATA			
NO.	UTILITY (OWNER)	LOCATION	TOP OF PIPE
1	8" (200mm) WATER (DWD)	"N" 16+76.82, 17.00 L1	23.19
2	4" (100mm) GAS (PG&E)	"N" 16+76.83, 11.66 R1	23.90
3	24" (600mm) SS (SSD)	"N" 16+74.52, 24.46 R1	15.04
4	8" (200mm) WATER (DWD)	"N" 17+62.23, 18.10 L1	23.88
5	4" (100mm) GAS (PG&E)	"N" 17+62.50, 10.47 R1	22.93
6	8" (200mm) WATER (DWD)	"N" 18+17.27, 19.04 L1	23.87
7	4" (100mm) GAS (PG&E)	"N" 19+12.61, 10.65 R1	23.84
8	24" (600mm) SS (SSD)	"N" 19+12.19, 23.28 S1	15.15



**UTILITY AND DRAINAGE PLAN**

SCALE: 1" = 40'  
SHEET NO. 5 of 14  
MAIN STREET ROADWAY IMPROVEMENTS

DESIGNER:	SO	REVISIONS	NO.	BY	DATE	CITY APPD
DRAWN:	AWAY	SIDEWALK UPDATE	1	MSB	07/15	RR
CHECKED:	SD					
DATE:					10/31/07	

MARK THOMAS & COMPANY, INC.  
Professional Engineering, Surveying and Planning Services  
10000 Wilshire Blvd., Suite 200  
Beverly Hills, CA 90210  
Tel: (310) 433-4000 Fax: (310) 433-0008

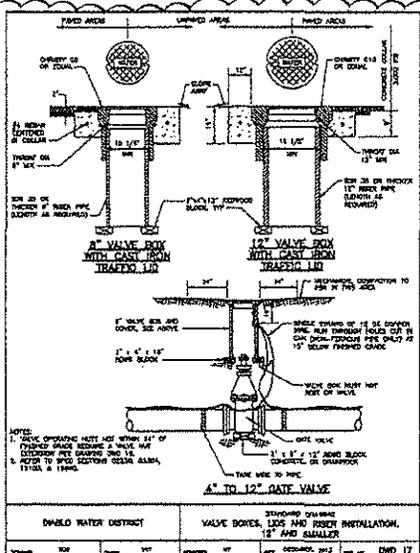
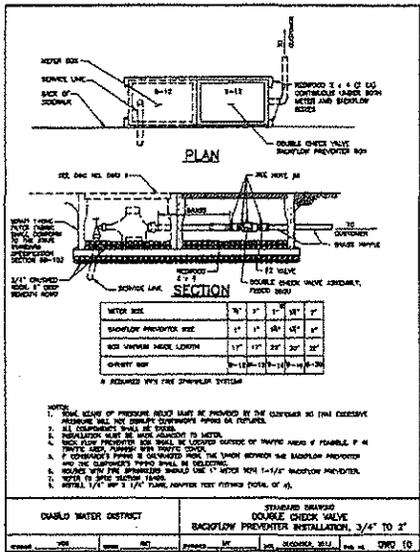


REVISION 1 DESIGNED UNDER THE DIRECTION OF:  
WALTER J. FERRER  
REGISTERED PROFESSIONAL ENGINEER  
NO. 4166  
DATE: 4/16/2015

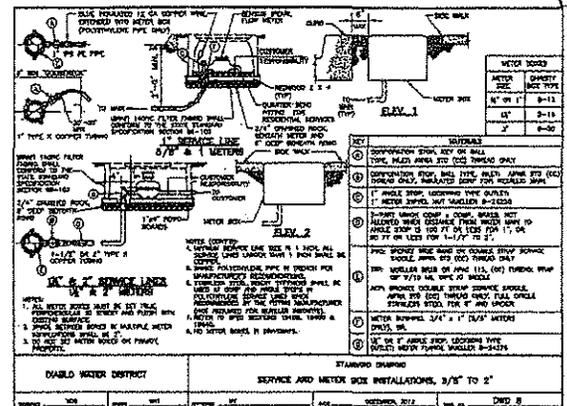


ALL DIMENSIONS ARE IN FEET WITH METERS IN PARENTHESES UNLESS OTHERWISE NOTED

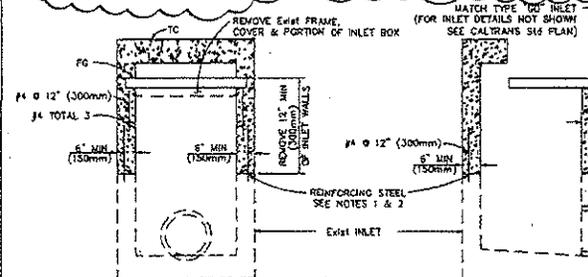
U-1



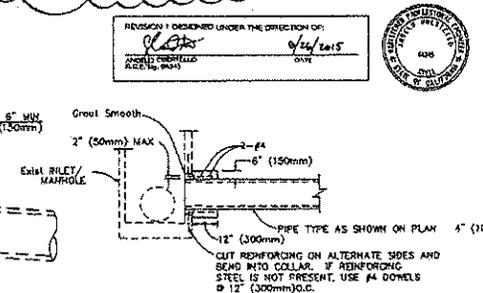
**(B) ADJUST VALVE TO GRADE**  
NO SCALE



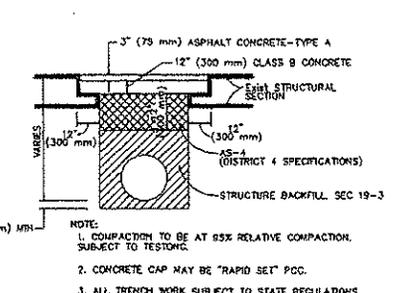
**(D) DOUBLE METER DISTRICT**  
SERVICE AND METER BOX INSTALLATIONS, 3/8" TO 2"



**(A) ADJUST INLET**  
NO SCALE



**(C) PIPE CONNECTION TO EXIST INLET/MH**  
NO SCALE



**(E) TRENCH PAVING DETAIL (STREET)**  
NO SCALE

ALL DIMENSIONS ARE IN FEET WITH METERS IN PARENTHESES UNLESS OTHERWISE NOTED

U-3

**UTILITY DETAILS**

**MAIN STREET ROADWAY IMPROVEMENTS**

SCALE: NO SCALE  
SHEET NO. 7 of 14

DESIGNED:	SD	REVISIONS:	No.	BY	DATE	CITY APP'D
CHECKED:	AW/KY	SIDEWALK UPDATE	1	MSB	07/15	KR
DATE:	10/31/07					

**MARK THOMAS & COMPANY, INC.**  
Planning, Engineering, Surveying and Planning Services  
10000 WILSON AVENUE, SUITE 100  
DALLAS, TEXAS 75243  
TEL: (214) 353-0883 FAX: (214) 353-0889

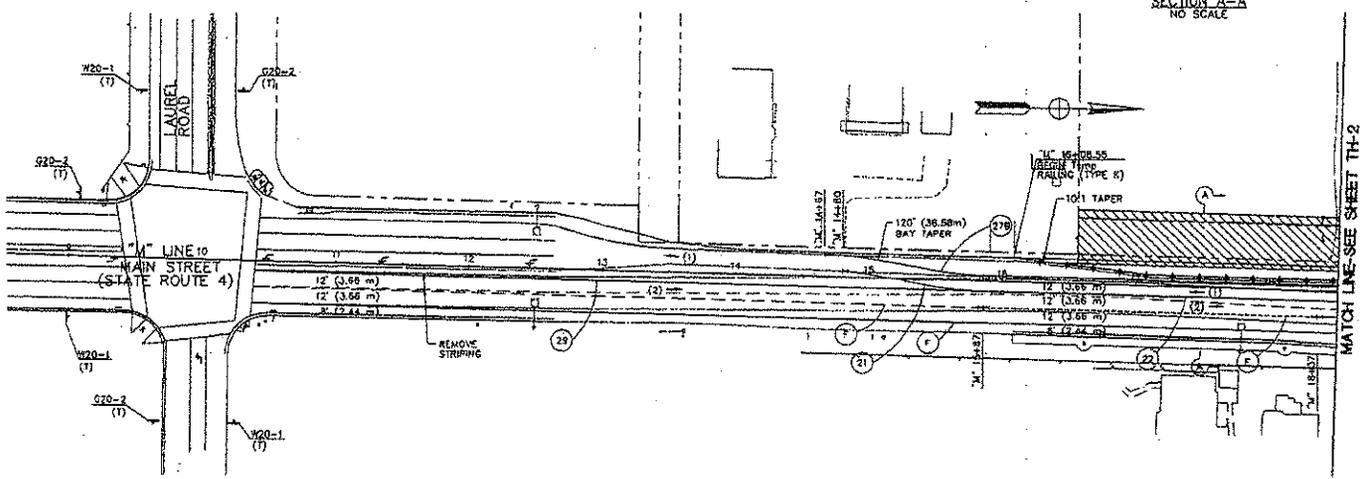
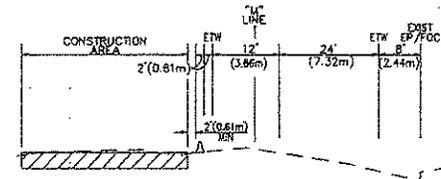
**CITY of OAKLEY**

**NOTES:**

1. THE CONTRACTOR SHALL PROVIDE ALL WARNING SIGNS, DELINEATORS, BARRICADES, TEMPORARY RAILING, LIGHTS, FLAGMEN OR ANY OTHER TRAFFIC CONTROL DEVICE NECESSARY FOR PUBLIC SAFETY IN ACCORDANCE WITH THE CURRENT ISSUE OF "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES."
2. THE TRAFFIC HANDLING PLANS MAY NOT SHOW ALL WORK REQUIRED TO COMPLETE THE PROJECT. WORK NOT REQUIRING TRAFFIC HANDLING IS NOT SHOWN.
3. PEDESTRIAN THOROUGHFARE AND TRANSIT SERVICE FACILITIES SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. CONTRACTOR SHALL PREPARE PLANS AND SUBMIT TO THE ENGINEER FOR APPROVAL PRIOR TO START OF WORK.
4. ACCESS TO ADJACENT PROPERTY SHALL BE MAINTAINED AT ALL TIMES AND APPROVED TEMPORARY APPROACHES SHALL BE PROVIDED WHEN NECESSARY. INGRESS AND EGRESS VIA BUSINESS DRIVEWAYS SHALL REMAIN OPEN DURING BUSINESS HOURS.
5. ALL LANES SHALL BE MAINTAINED AT MINIMUM 12 FEET (3.66m) WIDE, EXCEPT WHERE NOTED.
6. CHANNELING DEVICES SHALL BE SPACED AS SHOWN ON THE PLAN WITH MAXIMUM SPACING OF 25 FEET.
7. CONTRACTOR IS RESPONSIBLE TO REMOVE CONFLICTING STRIPING AND COVERING CONFLICTING SIGNS.
8. ALL TEMPORARY STRIPING AND PAVEMENT MARKINGS SHALL BE PAINT UNLESS OTHERWISE NOTED OR UNLESS A SUBSTITUTE MATERIAL IS SPECIFICALLY APPROVED BY THE ENGINEER AND CONFORMS TO THE APPROPRIATE DETAILS PRESENTED IN CALTRANS STANDARD PLANS.
9. CONTRACTOR SHALL BACKFILL ALL EXCAVATION ADJACENT TO LANES OPEN FOR TRAFFIC WITH A SLOPE NOT STEEPER THAN 4:1 AT THE END OF EACH WORKING DAY IF THERE IS MORE THAN 6" VERTICAL DIFFERENCE BETWEEN THE EDGE OF TRAVELWAY AND WORKING ZONE.
10. PEDESTRIAN ACCESS AT EACH INTERSECTION SHALL BE MAINTAINED AT ALL TIMES.
11. ALL TEMPORARY RAILING TYPE K SHALL HAVE MARKERS PLACED ON TOP OF BARRIER - CLEAR REFLECTIVE ON RIGHT OF TRAVELLED WAY, YELLOW REFLECTIVE IN MEDIAN OR LEFT OF TRAVELLED WAY.

**LEGEND AND ABBREVIATIONS**

- AREA TO BE CONSTRUCTED
- CHANNELIZER
- SIGN
- BARRICADE MOUNTED
- TEMPORARY
- TEMPORARY CRASH CUSHION, SAND FILLED
- TEMPORARY RAILING (TYPE K)
- TYPE IV (L) ARROW
- TYPE VI ARROW
- TEMPORARY PAVEMENT DELINEATION
- FINAL PAVEMENT STRIPING (SEE PD SHEET FOR DETAIL)
- TYPE III BARRICADE
- G20-2 END ROAD WORK
- R11-2 ROAD CLOSED
- W20-1 ROAD WORK AHEAD



ALL DIMENSIONS ARE IN FEET WITH METERS IN PARENTHESES UNLESS OTHERWISE NOTED

TH-1

**STAGE CONSTRUCTION AND TRAFFIC HANDLING PLAN**

**MAIN STREET ROADWAY IMPROVEMENTS**

DESIGNED BY	DATE

NO.	BY	DATE

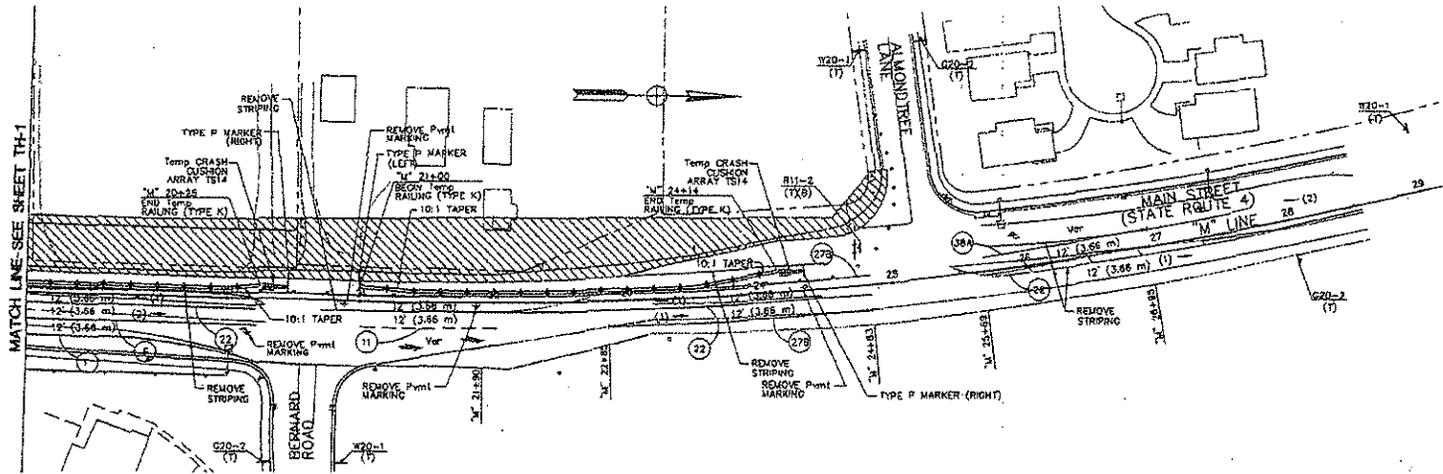
DESIGNED: SD  
 CHECKED: AW/KY  
 DATE: 10/31/07

MARK THOMAS & COMPANY, INC.  
 Planning, Engineering, Surveying and Permit Services  
 10000 WILSON AVENUE, SUITE 200  
 WILSON, CALIFORNIA 95758  
 TEL: (925) 938-3333 FAX: (925) 938-4099



CITY OF OAKLEY

SCALE: 1" = 40'  
 SHEET NO. B of 14



FOR NOTES, LEGEND AND ABBREVIATIONS, SEE SHT TH-1.  
 ALL DIMENSIONS ARE IN FEET WITH METERS IN PARENTHESES UNLESS OTHERWISE NOTED

STAGE CONSTRUCTION AND  
 TRAFFIC HANDLING PLAN

SCALE: 1" = 40'  
 SHEET NO. 9 of 14  
 MAIN STREET  
 ROADWAY IMPROVEMENTS

DESIGNED:	SD	REVISIONS	No.	BY	DATE
DRAWN:	AW/KY				
CHECKED:	SD				
DATE:	10/31/07				

MARK THOMAS & COMPANY, INC.  
 Planning, Engineering, Surveying and Property Services  
 1245 Airport Blvd., Suite 227  
 San Diego, CA 92161  
 TEL: (619) 594-4343 FAX: (619) 594-4358



CITY OF  
**OAKLEY**

TH-2

**LEGEND:**

- (NO) PAVEMENT DELINEATION DETAIL
- CHANGE OF PAVEMENT DELINEATION DETAIL
- EXISTING ROAD SIGN TO REMAIN
- ▲ RELOCATE ROAD SIGN
- ◆ REMOVE ROAD SIGN
- ◆ ROAD SIGN MOUNTED ON BARRICADE
- PAINT MARKING (TYPE I ARROW)
- PAINT MARKING (TYPE R ARROW)
- PAINT MARKING (TYPE V ARROW)
- ONE POST SIGN
- TWO POST SIGN
- (A) 300 mm THERMOPLASTIC STRIPE (WHITE)
- (B) 300 mm PAINT STRIPE (WHITE) 912' (3.66m) O.C.
- (C) 300 mm PAINT STRIPE (YELLOW) 620' (6.10m) O.C.

- D3-1 STREET/ROAD NAME SIGN
- D3-2 ADVANCE STREET NAME SIGN
- R1-1 STOP SIGN
- R2-(45) SPEED LIMIT SIGN (45)
- R3-7 RIGHT LANE MUST TURN RIGHT SIGN
- R9-9 SIDEWALK CLOSED SIGN
- R48(CA) SPEED ENFORCED BY AIRCRAFT SIGN
- W3-3 SIGNAL AHEAD (SYMBOL)
- W73A(CA) RIGHT LANE TURNS RIGHT AHEAD
- W74(CA) THRU TRAFFIC MERGE (LEFT) SIGN

CALIFORNIA DEPARTMENT OF TRANSPORTATION				
APPROVED FOR SIGNING AFFECTING STATE FACILITIES	DATE			
APPROVED FOR STRIPING AFFECTING STATE FACILITIES	DATE			
CU	DATE	PER	PERMIT NO.	

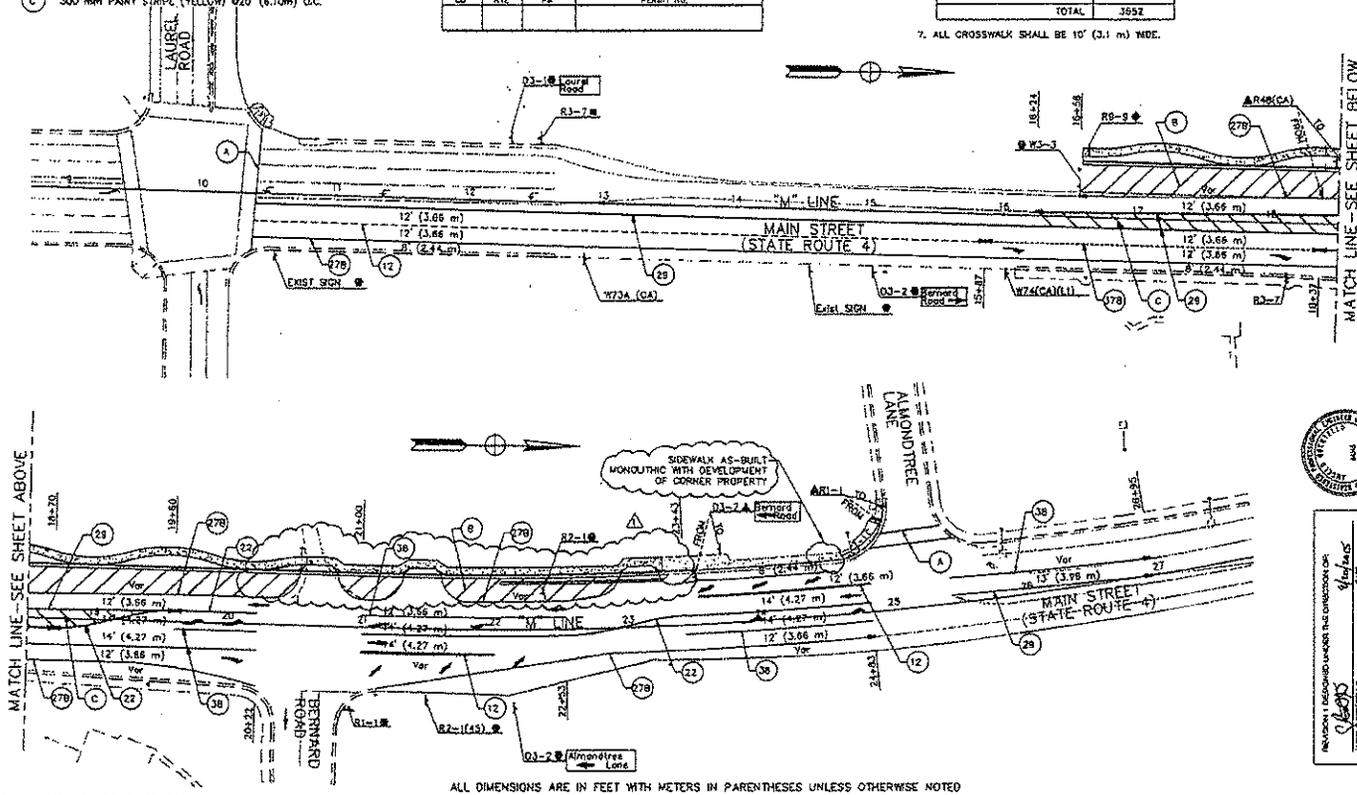
**GENERAL NOTES:**

- REMOVE CONFLICTING EXISTING STRIPING AND MARKING.
- EXACT LOCATION AND POSITION OF ROADWAY SIGN AND CONSTRUCTION AREA SIGNS TO BE DETERMINED BY ENGINEER.
- THE CONTRACTOR SHOULD VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING MATERIALS.
- ALL ROADSIDE SIGNS TO BE MOUNTED ON 2" (50 mm) DIAMETER GALVANIZED PIPE UNLESS OTHERWISE INDICATED.
- ALL PERMANENT STRIPING SHALL BE THERMOPLASTIC UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL REFER TO THE PROJECT SPECIAL PROVISION FOR REMOVAL REQUIREMENTS OF YELLOW THERMOPLASTIC STRIPING.

LIMIT OF YELLOW THERMOPLASTIC STRIPING REMOVAL:

STATION ("M" LINE)	LENGTH (FT)
10+39.66 TO 20+21.56	2644
20+99.61 TO 24+83.15	756
25+43.31 TO 28+95.00	152
<b>TOTAL</b>	<b>3552</b>

7. ALL CROSSWALK SHALL BE 10' (3.1 m) WIDE.



REVISIONS & RECORDS  
 10/31/07  
 DESIGNED BY: [Signature]  
 CHECKED BY: [Signature]  
 DATE: 10/31/07

DESIGNED BY: [Signature] CHECKED BY: [Signature] DATE: 10/31/07		REVISIONS	NO.	BY	DATE	CITY	APP'D
		AW/XY	SD	MSB	07/13		
SIDEWALK UPDATE SD							
MARK THOMAS & COMPANY, INC. Planning Engineering, Surveying and Planning Services 10000 Wilshire Blvd., Suite 200 Culver City, CA 90230 Tel: (310) 558-1000 Fax: (310) 558-0888		SCALE: 1" = 40' SHEET NO. 10 of 14 MAIN STREET ROADWAY IMPROVEMENTS					

PD-1



ALL DIMENSIONS ARE IN FEET WITH METERS IN PARENTHESES UNLESS OTHERWISE NOTED

**GENERAL NOTES**

- ALL ELECTRICAL WORK SHALL CONFORM TO STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS AND STANDARD PLANS DATED MAY 2006 AND ANY AMENDMENTS TO DATE.
- THE ELECTRICAL PLANS ARE ACCURATE FOR ELECTRICAL WORK ONLY.
- ALL EXISTING EQUIPMENT SHALL REMAIN IN PLACE UNLESS OTHERWISE NOTED.
- LOCATION OF CONTROLLERS, STANDARDS, CONDUITS, PULL BOXES AND OTHER EQUIPMENT SHOWN ON THE PLANS ARE APPROXIMATE. THE EXACT LOCATIONS OF LIGHT FIXTURES SHALL BE CONFIRMED WITH THE ENGINEER.
- LOCATION OF ELECTROLIERS IS DIRECTLY RELATED TO THE GEOMETRIC LAYOUT. IF THE GEOMETRIC LAYOUT IS CHANGED FROM THAT SHOWN ON THESE PLANS, NEW ELECTROLIER OR LUMINAIRE LOCATIONS SHALL BE ESTABLISHED BY THE ENGINEER.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION OF ALL EXISTING UTILITIES BEFORE EXCAVATION BEGINS. CALL UNDERGROUND SERVICE ALERT AT 800-642-2444. CONTRACTOR SHALL VERIFY OVERHEAD CLEARANCE WITH PG&E AND AT&T PRIOR TO START OF WORK. CONTRACTOR SHALL ALSO CONTACT THE LOCAL AGENCIES TO LOCATE EXISTING WATER, SANITARY SEWER, AND STORM DRAIN LINES.
- INSTALL WATERPROOF FUSED SPICE CONNECTOR WITH 5A FUSES IN PULLBOX BESIDE EACH ELECTROLIER.
- SEE UTILITY PLANS FOR EXISTING AND PROPOSED UTILITIES.
- SPUCING SHALL BE BY METHOD "B". SEE CALTRANS STANDARD PLAN ES-13A.

**PROJECT NOTES**

- EXISTING ELECTROLIER WITH 150 W HPS LUMINAIRE AND INTEGRAL BALLAST.
- (E) CITY STREET LIGHT PULLBOX.
- INSTALL 1 1/2"Ø, 2 #6 (LIG., 240 V) 1 #6 (G)

**DRAWING INDEX**

- E-1 ELECTRICAL GENERAL
- E-2 STREET LIGHTING PLAN
- E-3 ELECTRICAL DETAILS

**SYMBOLS AND ABBREVIATIONS**

SEE CALTRANS STANDARD ES-1A, ES-1B AND ES-1C FOR OTHER SYMBOLS AND ABBREVIATIONS

- PROJECT NOTE REFERENCE. IN THIS CASE, SEE PROJECT NOTE 1.
- LIGHT FIXTURE OR ELECTROLIER TYPE. SEE LIGHT FIXTURE SCHEDULE ON THIS SHEET.
- NEW STREETLIGHT. SEE LIGHT FIXTURE SCHEDULE.
- EXISTING ELECTROLIER. SEE ADJACENT PROJECT NOTE FOR DESCRIPTION.
- ELECTRICAL PULLBOX #5 U.O.N. BY A SUBSCRIPTED NUMBER OR NOTE. SEE CALTRANS STANDARD PLAN ES-8.
- EXISTING PULLBOX.
- UNDERGROUND CONDUIT RUN.
- ABANDON, REMOVE CONDUCTORS.
- INSTALL NEW PULLBOX IN EXISTING CONDUIT RUN.
- INSTALL NEW CONDUIT INTO EXISTING PULLBOX.
- FOUNDATION TO BE ABANDONED.
- REMOVE AND SALVAGE EXISTING ELECTROLIER. ABANDON ASSOCIATED CONDUIT AND CONDUCTORS.
- SPUCE NEW CONDUCTORS TO EXISTING.
- CKT CIRCUIT
- (E) EXISTING
- (G) GROUND
- GRS GALVANIZED RIGID STEEL CONDUIT
- LIG LIGHTING
- MT EMPTY CONDUIT WITH PULL ROPE
- PEU PHOTOELECTRIC UNIT
- PG&E PACIFIC GAS AND ELECTRIC
- ROPT RECEPTACLE
- R/W RIGHT OF WAY
- SIC SIGNAL INTERCONNECT CONDUIT
- TS TYPICAL
- UNO UNLESS OTHERWISE NOTED
- W WATT
- XFMR TRANSFORMER

CALIFORNIA DEPARTMENT OF TRANSPORTATION  
 APPROVED FOR ELECTRICAL FEATURES AFFECTING STATE YARDWAYS DATE 12/21/07

**LIGHT FIXTURE SCHEDULE**

MARK	MANUFACTURERS MODEL NO.	LAMPS		TOTAL WATTS	VOLTS	MOUNTING	DESCRIPTION AND REMARKS
		QTY.	TYPE				
(A)	LUMINAIRE GENERAL ELECTRIC CAT #4-250A2/19/S/3/A 2/G/MC3/1/U POLE CALTRANS TYPE 15 SEE ES-6A	1	150 W HPS (CLEAR)	150	240	30'-0" POLE WITH 12-3 HASTAR 2 (G)	STREET LIGHT CAST ALUMINUM HOUSING FLAT TEMPERED GLASS LENS TYPE III LIGHT DISTRIBUTION CUTOFF OPTICS, TWISTLOCK TYPE PHOTOCCELL.

ALL DIMENSIONS ARE IN FEET WITH METERS IN PARENTHESES UNLESS OTHERWISE NOTED

ELECTRICAL GENERAL

MAIN STREET ROADWAY IMPROVEMENTS

DESIGNED BY	DATE	REVISIONS	No.	BY	DATE
DC	09/13/07				
VM					
PK					

DESIGNED BY: DC  
 DATE: 09/13/07  
 CHECKED BY: VM  
 DATE: 09/13/07  
 CHECKED BY: PK  
 DATE: 09/13/07

Alliance Contracting, Inc.  
 10000 Alameda Blvd., Suite 200  
 Oakland, CA 94603  
 Phone: 510-438-0004

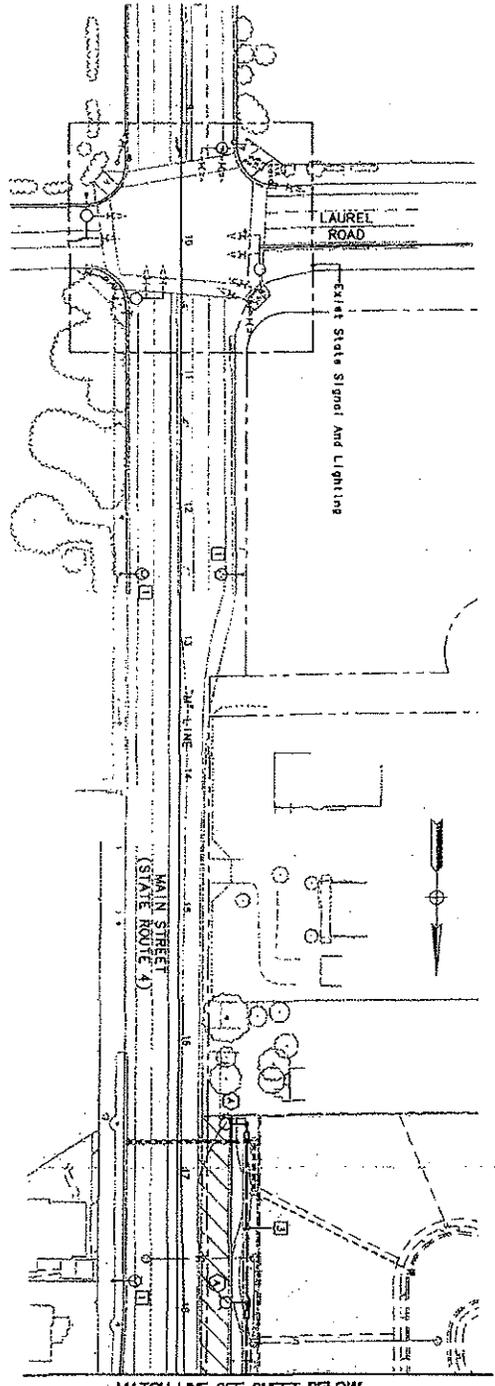
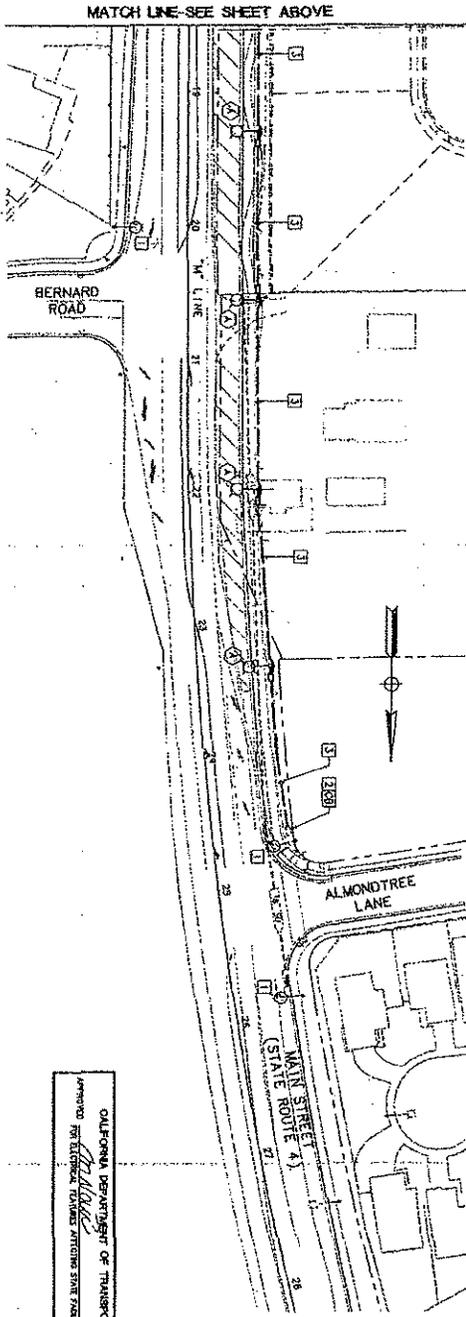
CITY OF OAKLEY

SCALE: NONE  
 SHEET NO. 11 of 14

ALL DIMENSIONS ARE IN FEET WITH METERS IN PARENTHESES UNLESS OTHERWISE NOTED

E-1

ALL DIMENSIONS ARE IN FEET WITH METERS IN PARENTHESES UNLESS OTHERWISE NOTED



APPROVED FOR ELECTRICAL SYMBOLS AND NOTATIONS DATE 09/21/07  
 CALIFORNIA DEPARTMENT OF TRANSPORTATION

E-2

DESIGNED: OC  
 DRAFTED: VM  
 CHECKED: KN  
 DATE: 09/13/07

REVISIONS	No.	BY	DATE

STREET LIGHTING PLAN

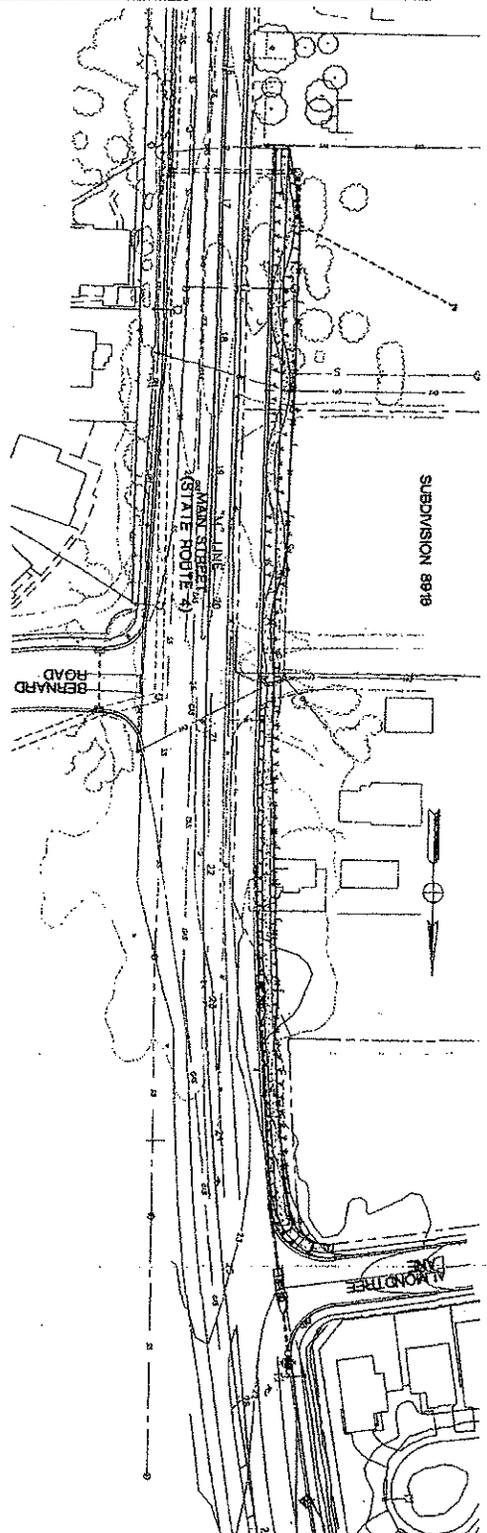


Allforce Engineering Consultants, Inc.  
 PROJECT: 202-05-04

MAIN STREET ROADWAY IMPROVEMENTS

SCALE: 1" = 40' - 0"  
 SHEET NO. 12 of 14





- NOTES**
1. ALL DISTURBED AREAS THAT ARE NOT PAVED IMMEDIATELY SHALL BE STABILIZED WITH THE APPLICATION OF TEMPORARY SEEDING AND MULCHING.
  2. CONTRACTOR SHALL PRESERVE AND MINIMIZE DISTURBANCE OF ANY EXISTING PLANTS AND TREES WHEREVER POSSIBLE.
  3. PERMANENT LANDSCAPING TO BE INSTALLED PER A SUBSEQUENT PROJECT.
  4. CONTRACTOR SHALL MAINTAIN DUST BY APPLYING PORTABLE WATER TO DISTURBED AREAS OF THE PROJECT SITE WHEN NECESSARY.
  5. RIVER BARRS AND/OR SILT FENCING SHALL BE PLACED ALONG THE TOE OF DISTURBED SLOPES.
  6. SLOPES FROM SAW-CUTTING ACTIVITIES SHALL BE STABILIZED WITH VEGETATION OR MULCHING PER THE SHEET PREPARED FOR THE PROJECT (BY OTHERS).

- LEGEND & ABBREVIATIONS**
- TEMPORARY GRASS/SEED MAT PROTECTION (TYPE 2)
  - ▭ PERMANENT EROSION CONTROL (SEE NOTE 3)
  - SILT FENCING

ALL DIMENSIONS ARE IN FEET WITH METERS IN PARENTHESES UNLESS OTHERWISE NOTED

EG-1

	DESIGNED: SD	REVISIONS	No.	BY	DATE	<b>EROSION CONTROL</b>	SCALE: 1" = 40' SHEET NO. 14 of 14
	DRAFTED: AW/KY						
	CHECKED: SD						
	DATE: 10/31/07						
	<b>MARK THOMAS &amp; COMPANY, INC.</b> Planning, Engineering, Surveying and Planning Services 1245 ALPINE ROAD, SUITE 212 WALNUT CREEK, CA 94598 TEL: (925) 936-0382 FAX: (925) 936-0384					<b>MAIN STREET ROADWAY IMPROVEMENTS</b>	

**EXHIBIT B**  
**PROPOSAL**



**DURAN & VENABLES**

GENERAL ENGINEERING CONTRACTORS

Since 1979

**PROJECT: OAKLEY MAIN STREET ROADWAY IMPROVEMENTS**

DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
<b>EARTHWORK &amp; PAVING</b>				
MOBILIZATION	1	LS	\$ 10,462.00	\$ 10,462.00
DELINEATORS FOR TRAFFIC CONTROL	1	LS	\$ 5,000.00	\$ 5,000.00
POTHOLING	1	LS	\$ 7,800.00	\$ 7,800.00
2' AC CONFORM GRIND	411	LF	\$ 8.52	\$ 3,500.00
OFF-HAUL EXPORT	400	CY	\$ 60.00	\$ 24,000.00
ROCK & PAVE ROADWAY (0.65' AC / 1.05' AB)	7,450	SF	\$ 9.50	\$ 70,775.00
SUBGRADE & ROCK C&G	255	LF	\$ 15.00	\$ 3,825.00
SUBGRADE & ROCK SIDEWALK	1,756	SF	\$ 8.00	\$ 14,048.00
			<b>SUBTOTAL</b>	<b>\$ 139,410.00</b>
<b>ELECTRICAL</b>				
1 1/2" CONDUIT	395	LF	\$ 25.00	\$ 9,875.00
ELECTROLIER W/ PULL BOX	3	EA	\$ 7,500.00	\$ 22,500.00
			<b>SUBTOTAL</b>	<b>\$ 32,375.00</b>
<b>CONCRETE</b>				
CURB & GUTTER	255	LF	\$ 63.00	\$ 16,065.00
SIDEWALK	1,756	SF	\$ 10.00	\$ 17,560.00
			<b>SUBTOTAL</b>	<b>\$ 33,625.00</b>
<b>UNDERGROUND</b>				
18" HDPE	254	LF	\$ 135.00	\$ 34,290.00
CONNECT CATCH BASIN	1	EA	\$ 2,500.00	\$ 2,500.00
2" WATER SERVICE	1	EA	\$ 11,000.00	\$ 11,000.00
CATHODIC PROTECTION	1	LS	\$ 1,500.00	\$ 1,500.00
			<b>SUBTOTAL</b>	<b>\$ 49,290.00</b>

**PROJECT TOTAL: \$ 254,700.00**

DURAN & VENABLES, INCORPORATED

748 South Hillview Drive, Milpitas, CA 95035 | T 408-934-7300 | F 408-934-7310 | www.duran-venables.com

7500 West Lane, Suite 109, Stockton, CA 95210 | T 209-337-0009 | F 408-934-7310 | CA LIC.# 375068-A



# DURAN & VENABLES

GENERAL ENGINEERING CONTRACTORS

Since 1979

Wednesday, September 09, 2015

**City of Oakley Public Works**

**ATTN: Billilee Saengchalern**

**RE: Oakley Main Street Roadway Improvements, Oakley, California**

We are pleased to submit our Bid for grading and paving on the above referenced project per the plans from "Mark Thomas & Company Inc." dated 06/2015. A geotechnical report for this project was not available for review at time of bid.

\*\*\*\*\*

### **Our Base Bid Includes the Following:**

1. Mobilization.
2. Set up delineators for traffic control.
3. Potholing.
4. 2' AC conform grind at existing pavement.
5. Subgrade for new asphalt pavement, curb & gutter, sidewalk & driveways areas.
6. Off-haul & stockpile excess soil at City of Oakley dump site within 3 miles from project site.
7. Excavate for new 18" SD and 2" water service.
8. Install new 18" HDPE SD and backfill.
9. Install new 2" water service with 1" meter (exclude double check).
10. Install 3 light poles & conduits.
11. Place and compact Class 2 baserock at the following areas:
  - a. 1.05' at the asphalt pavement area.
  - b. 6" at the curb and gutter, sidewalk, and driveways areas.
12. Install new concrete curb & gutter, sidewalk, and driveways.
13. Place and compact 0.65' asphalt in one (1) move in at pavement areas.
14. Clean up.  
Note: Exclude striping. Striping cannot be done until adjacent subdivision 8916 is completed, then all striping can be done at one time.

**Base Bid: \$ 254,700.<sup>00</sup>**

\*\*\*\*\*

### **Our Base Bid Excludes the Following:**

1. Tree or brush removal
2. Engineering, staking, layout, soils testing, hazardous materials testing, or other testing
3. Permits, fees and cost of furnishing bonds
4. Over-excavation and recompaction of existing soils
5. Patching and cleaning of new asphalt due to other trades construction
6. Prime coat
7. Any seals or sealants
8. Handling of hazardous, contaminated, asbestos-containing or regulated materials
9. Notching of subgrade or base rock for depressed concrete slab sections, thickened slab edges and vertical curbs
10. Weed Killer and soil sterilizer for pavement
11. Locating, potholing, relocation, marking and removal of underground utilities
12. Removal and handling of buried debris
13. Removal and disposal of asphalt concrete with paving fabric
14. Striping, signage, bumpers
15. Temporary Fences, barricades
16. Tree protection or work within tree protection areas

- 17. Construction of bioswales including excavation, special soil, pipe, or drain rock
- 18. Providing a site specific storm water prevention plan
- 19. Erosion control
- 20. Winter maintenance such as pumping of rain water or construction temporary roads

\*\*\*\*\*

**Specific Conditions of this Bid:**

- 1. Asphalt paving to be placed in one (1) move-in.
- 2. Landscape rough grading will be done during initial rough grade operations.
- 3. One move-in per phase of work and one continuous operation per move-in with clear, unobstructed access
- 4. Any additional phasing of our work will result in additional costs due to reduction in production and additional move-ins.
- 5. Any work requested by the Owner / Client to be performed in inclement weather or over-optimum moisture conditions will result in additional costs and will be billed as time and materials.
- 6. Any overtime requested by the Owner / Client to expedite completion of this project must be approved prior to the work being done and will be billed as a change order.
- 7. Pricing subject to review of final plans, final soils report, confirmation of the existing ground topography and site inspection prior to initial mobilization.
- 8. Retention to be paid 30 days after substantial completion of our work even if the work has not been accepted by the governing agency if the delay is not the fault of Duran & Venables
- 9. The includes, excludes and conditions in this letter shall be made an "Attachment" of any subsequent contract. In case of conflict between this document and the other contract documents, the terms of this document will prevail.
- 10. This proposal remains in effect for thirty days from receipt.

\*\*\*\*\*

We look forward to working with you on this project. If you have any questions, please do not hesitate to call.

Sincerely,  
**Duran & Venables, Inc.**

Danny Duran  
 Estimator

**DURAN & VENABLES, INCORPORATED**

748 South Hillview Drive, Milpitas, CA 95035 | T 408-934-7300 | F 408-934-7310 | [www.duran-venables.com](http://www.duran-venables.com)

7500 West Lane, Suite 109, Stockton, CA 95210 | T 209-337-0009 | F 408-934-7310 | CA LIC.# 375068-A

*EXHIBIT C*  
**SHARED COST ITEMS**



## MAIN STREET OAKLEY

PROPOSAL FOR ADDITIONAL SERVICE  
CONSTRUCTION STAKING  
September 9, 2015

### OVERVIEW

Claremont Homes (Client) desires to construct additional frontage improvements on Main Street per the approved project plans. Bellecci & Associates proposes to provide the following office and field services associated with the project.

### TASK 1 – MAIN STREET

Consultant will provide one set of offset line and grade construction stakes with cut sheets based on plans prepared by *Mark Thomas & Company* dated 10/31/2007 and revised on 07/2015 for the following. The limits of work for this additional service are between STA 20+58.07 and STA 24+57 as shown on the revised plans. No services are included for improvements beyond the project limits.

- Top face of curb
- Meandering sidewalk
- Storm drain
- Sanitary Sewer

Fee: \$ 3,500

CONCORD  
2290 Diamond Blvd. Suite 100  
Concord, CA 94520-5744  
Tel. 925.685.4569

PLEASANTON  
7041 Koll Center Parkway, Suite 132  
Pleasanton, CA 94566-3128  
Tel. 925.681.4885

Civil Engineering Land Surveying



— Expect Excellence —

GEOTECHNICAL  
ENVIRONMENTAL  
WATER RESOURCES  
CONSTRUCTION SERVICES

Project No.  
**10127.000.000**

September 15, 2015

Mr. Mike Conley  
Claremont Homes  
191 Sand Creek Road, Suite 170  
Brentwood, CA 94513

Subject: Main Street Frontage Area North of Tract 8916  
Heartwood Estates  
Oakley, California

**PROPOSAL FOR TESTING AND OBSERVATION SERVICES**

Dear Mr. Conley:

ENGEO is pleased to present this proposal to provide geotechnical testing and observation services for the proposed improvements associated with the Main Street frontage area north of Tract 8916. For the purpose of this proposal, we assume that our field technician will provide part-time observation services during backfill of utility trenches and roadway construction. During site activities, we will perform the following tasks:

- Field density and moisture tests of site preparation and fill placement to assess the contractor's compliance with the project specifications.
- Compaction curves (ASTM D1557) as needed.
- Preparation of a final report at the completion of the proposed improvements.

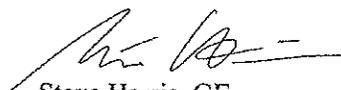
To provide a budget estimate for our services, we assumed that it will take approximately two weeks to complete the proposed improvements associated with the Main Street frontage area north of Tract 8916. Based on our scope of services and the assumed schedule above, we suggest an approximate budget of **\$8,000**. We will perform our services on a time-and-expense basis in accordance with our current fee schedule.

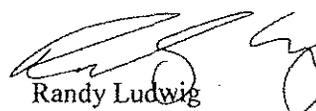
If the proposed scope of services and budget estimate are acceptable, please sign the attached Addendum to Professional Services Agreement as our authorization to proceed.

If you have any questions or comments regarding this proposal, please call and we will be glad to discuss them with you.

Sincerely

ENGEO Incorporated

  
Steve Harris, GE  
Principal

  
Randy Ludwig  
Project Manager

Attachment: Addendum to Professional Services Agreement



2010 Crow Canyon Place, Suite 250  
San Ramon, CA 94583-4634  
(925) 866-9000 ♦ FAX (888) 279-2698

**ADDENDUM TO  
PROFESSIONAL SERVICES AGREEMENT**

**TO:** Mr. Michael Conley  
Claremont Homes, Inc.  
191 Sand Creek Road, Suite 170  
Brentwood, CA 94513

**DATE:** September 15, 2015

**ENGEO Project No.** 10127.000.000  
**Phase:** 006  
**ENGEO Contact:** Steven D. Harris

**PROJECT NAME:** Heartwood Estates - Main Street Frontage Area North of Tract 8916

**ORIGINAL CONTRACT NO.:** (P2012.000.862) 10127.000.000

**ORIGINAL CONTRACT DATE:** December 18, 2012

The undersigned parties agree to make the following changes to the subject contract; all other provisions of the subject contract shall remain in effect.

**Additional Scope of Services:** In accordance with the attached proposal dated September 15, 2015.

**Estimated Fees:** \$8,000; in accordance with the attached proposal dated September 15, 2015.

**AGREED TO AND ACCEPTED BY:**

**ENGEO INCORPORATED**

**CLAREMONT HOMES, INC.**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

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

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

Internal Review: 1. RL 2. SH

*EXHIBIT D*  
**INSURANCE REQUIREMENTS**

## INSURANCE REQUIREMENTS

### CONSTRUCTION CONTRACTS

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

#### ***Deductibles and Self-Insured Retentions***

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

#### ***Other Insurance Provisions***

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

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

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

2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide notice will be provided to City in the event that the policy is terminated. Contractor shall immediately notify City of any insurance cancellation or termination and shall provide replacement insurance policy documentation to the City.

#### ***Builder's Risk (Course of Construction) Insurance***

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

#### ***Claims Made Policies***

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

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

#### ***Acceptability of Insurers***

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

#### ***Waiver of Subrogation***

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

### ***Verification of Coverage***

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

### ***Subcontractors***

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

### ***Surety Bonds***

Contractor shall provide the following Surety Bonds:

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

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

### ***Special Risks or Circumstances***

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

## RESOLUTION NO. \_\_-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING A REIMBURSEMENT AGREEMENT WITH CLAREMONT HOMES INC. FOR THE CONSTRUCTION OF THE MAIN STREET FRONTAGE IMPROVEMENT GAP CLOSURE PROJECT – CIP 170**

**WHEREAS**, Mark Thomas & Company Inc., in 2008 prepared the plans for the construction of the Main Street frontage improvements from Almondree Lane to Bernard Road which includes construction of new curb, gutter, sidewalk, storm drain system, roadway widening and street lights; and

**WHEREAS**, the recession of 2008 prevented this project from moving forward, with no construction activity having taking place at the project site for the past eight (8) years; and with the end of the recession and improved economic climate, this project has been reactivated; and

**WHEREAS**, Claremont Homes Inc., the developer of the Heartwood Estates Subdivision, will begin the construction of their Main Street frontage improvements adjacent to the City's project site; and

**WHEREAS**, it is beneficial for both the City and Claremont Homes Inc. that the Main Street frontage improvements be constructed under the management of one organization; and

**WHEREAS**, Claremont Homes Inc. has agreed to manage both construction projects and enter into a Reimbursement Agreement with City of Oakley; and

**WHEREAS**, This City Frontage Improvement Gap Closure Project, CIP – 170 is funded from Traffic Impact Fee Funds, and approval of this item will authorize the City Manager to appropriate an additional \$72,700 from Traffic Impact Fee Funds to fully fund it, resulting in a total project budget of \$297,700; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Oakley:

- 1) Approves the Reimbursement Agreement with Claremont Homes Inc. for the construction of the City of Oakley Main Street Frontage Improvement Gap Closure Project – CIP 170 for an amount not to exceed \$254,700, as hereby approved, and the City Manager is authorized to execute the Agreement.
- 2) Authorizes the City Manager to appropriate \$72,700 from Traffic Impact Fee Funds, to fully fund the project.

**PASSED AND ADOPTED** by the City Council of the City of Oakley at a meeting held on the 13<sup>th</sup> of October, 2015 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTENTIONS:

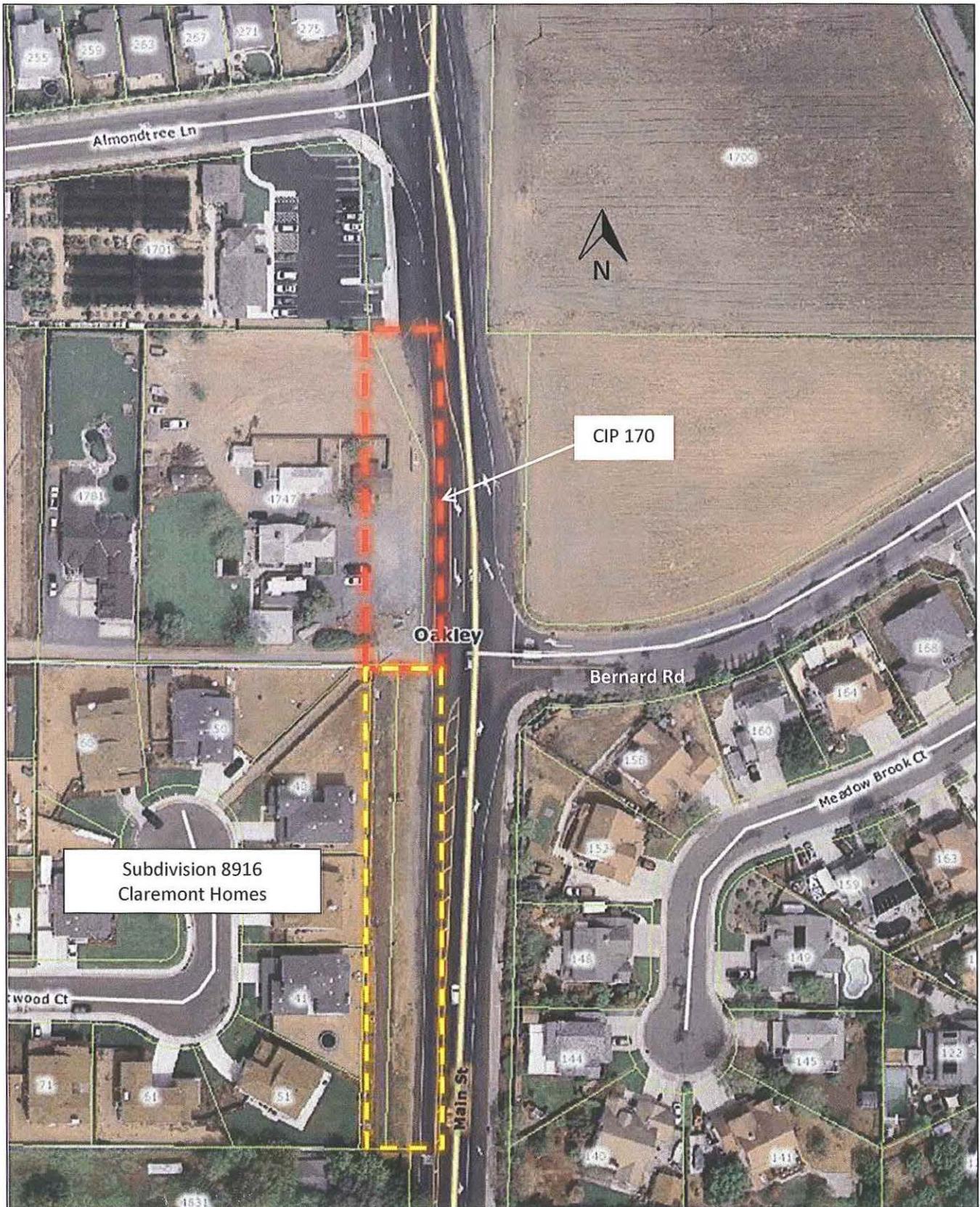
APPROVED:

\_\_\_\_\_  
Doug Hardcastle, Mayor

ATTEST:

\_\_\_\_\_  
Libby Vreonis, City Clerk

\_\_\_\_\_  
Date



CIP 170 – FY 2015/2016 Frontage Gap Closure Improvement Project