



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

**Part I**

**April 17th, 2020**

Approved by City Council for the City of Oakley

Recommended By:

Approved By:

\_\_\_\_\_  
Jason Kabalin  
Associate Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kevin Rohani  
Director of Public Works  
& Engineering

\_\_\_\_\_  
Date

Approved as to Form:

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

\_\_\_\_\_  
Date

# TABLE OF CONTENTS

SECTION	TITLE	PAGE
	<b><u>Forms Part I</u></b>	
	Notice to Contractors .....	1
	Bid Proposal .....	3
A.	Unit Price Schedule .....	4
B.	Bid Form .....	7
C.	Reservation.....	7
D.	Subcontractors.....	7
E.	Questionnaire – Non-Collusion .....	10
F.	Public Contract Code Section 10232 Statement .....	10
G.	Title 23, United States Code, Section 112 Non-Collusion Affidavit .....	10
H.	Bidder’s Statement of Qualifications and Business References .....	11
	Bidder’s Signature Page .....	15
	Bidder’s Bond .....	16
	Construction Agreement .....	17
	Guaranty .....	29
	Performance Bond .....	30
	Payment Bond .....	31
	Insurance Requirements .....	33
	Verification of Insurance.....	36
	Applicable City of Oakley Standard Plans .....	37

# TABLE OF CONTENTS (Continued)

SECTION	TITLE	PAGE
<b><u>Plans and Specifications Part II</u></b>		
Section 1	Definitions and Terms .....	1
Section 2	Proposal Requirements and Conditions .....	5
Section 3	Award and Execution of Contract .....	14
Section 4	Scope of Work .....	17
Section 5	Control of Work .....	22
Section 6	Control of Materials .....	23
Section 7	Legal Relations and Responsibility .....	24
Section 8	Prosecution and Progress .....	39
Section 9	Measurement and Payment .....	43
<b><u>Technical Specifications Part III</u></b>		
10-1.01	General .....	1
10-1.02	Mobilization .....	4
10-1.03	Traffic Control & Construction Area Signs .....	5
10-1.04	Water Pollution Control .....	6
10-1.05	Temporary Drainage Inlet Protection Existing Facilities .....	9
10-1.06	Existing Facilities .....	10
10-1.07	Clearing & Grubbing .....	11
10-1.08	Trim Vegetation in Work Zone .....	12
10-1.09	Root Prune & Root Barrier Installation .....	12
10-1.10	Hot Mix Asphalt (HMA) .....	14
10-1.11	Rubberized Hot Mix Asphalt (RHMA) .....	16
10-1.12	Slurry Seal (Type II with Black Rock) .....	20
10-1.13	Crack Seal .....	25
10-1.14	Asphalt Tack Coat .....	27
10-1.15	Remove & Replace HMA .....	28
10-1.16	Cold Planing .....	30
10-1.17	Miscellaneous Concrete .....	34
10-1.18	Aggregate Base .....	38
10-1.19	Lowering & Adjusting Existing Utility Facilities to Grade .....	39
10-1.20	Traffic Striping, Markings & Raised Pavement Markers .....	41
10-1.21	Roadside Signs .....	46
10-1.22	Final Clean-up .....	48

# NOTICE TO CONTRACTORS

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

**2:00 PM**

**TUESDAY**

**MAY 19, 2020**

---

for the following project:

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

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

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

### **Project Description**

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

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

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

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

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

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

The Contractor shall have a total of **FORTY (40)** workings to complete the entire project (Base Bid plus two Alternates). Working Days will be adjusted lower if only the Base Bid is awarded or if the Base Bid plus one of the Alternates is awarded.

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

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

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

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

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

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

**ATTEST:**

---

**Libby Vreonis, City Clerk**