



Jun 11, 2020

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(date)

**Prospective Bidders for  
OHIT Phase 2  
Interim Use Yard Paving  
Oakland, California**

**ADDENDUM NO. 2**

The following are revisions to the Plans and Project Manual for **OHIT PHASE 2 INTERIM USE YARD PAVING, OAKLAND, CALIFORNIA**, dated May 2020. Please transmit this information to your prospective sub-bidders, as applicable. This Addendum No. 2 is part of the Contract Documents and its receipt shall be acknowledged on Document 00400, Bid Form.

**PROJECT MANUAL**

**1. DOCUMENT 00010 – TABLE OF CONTENTS**

DISCARD Document 00010, Table of Contents, and REPLACE with the attached Addendum No. 2 Document 00010.

**2. DOCUMENT 00100 – INVITATION TO BID**

DISCARD Document 00100, Invitation to Bid, and REPLACE with the attached Addendum No. 2 Document 00100.

**3. DOCUMENT 00200 – INSTRUCTIONS TO BIDDERS**

DISCARD Document 00200, Instructions to Bidders, and REPLACE with the attached Addendum No. 2 Document 00200.

**4. DOCUMENT 00400 – BID FORM**

DISCARD Document 00400, Bid Form, and REPLACE with the attached Addendum No. 2 Document 00400. Bidder shall use the attached Addendum No. 2 Bid Form to submit its bid.

**5. DOCUMENT 00430 – PORT OF OAKLAND SUBCONTRACTOR AND SUPPLIER LIST FORM (BASE BID)**

DISCARD Document 00430, Port of Oakland Subcontractor and Supplier List Form (Base Bid), and REPLACE with the attached Addendum No. 2 Document 00430, Port of Oakland Subcontractor and Supplier List Form. Bidder shall submit the attached Addendum No. 2 Document 00430 with its bid.

AA-4279/M7RS06A01

530 Water Street ■ Jack London Square ■ P.O. Box 2064 ■ Oakland, California 94604-2064

Telephone: (510) 627-1100 ■ Facsimile: (510) 627-1826 ■ Web Page: [www.portoakland.com](http://www.portoakland.com)

**6. DOCUMENT 00430A – PORT OF OAKLAND SUBCONTRACTOR AND SUPPLIER LIST FORM (ADDITIVE ALTERNATE A)**

DELETE in its entirety Document 00430A, Port of Oakland Subcontractor and Supplier List Form (Additive Alternate A).

**7. DOCUMENT 00520 – AGREEMENT, page 00520-2**

**A.** REVISE the first sentence of Article 3.1, Contract Time, to read as follows:

“The Work shall be Substantially Complete within two hundred ten (210) calendar days from the date when the Contract Time commences to run as provided in Document 0700, General Conditions.”

**B.** REVISE the second sentence of Article 3.1, Contract Time, to read as follows:

“The Work shall be Finally Complete and ready for final payment in accordance with Section 01770, Contract Closeout within two hundred thirty (230) calendar days from the date when the Contract Time commences to run as provided in Document 0700, General Conditions.”

**8. SECTION 01100 – SUMMARY OF WORK**

DISCARD Section 01100, Summary of Work, and REPLACE with the attached Addendum No. 2 Section 01100.

**9. SECTION 01331 – LIST OF SUBMITTALS**

DISCARD Section 01331, List of Submittals, and REPLACE with the attached Addendum No. 2 Section 01331.

**10. SECTION 02630 – STORM DRAINAGE, page 02630-4**

Immediately following Paragraph 3.04, ADD the following new paragraph:

“3.05 AS BUILT INFORMATION

In addition to the Project Record Drawings discussed in Section 01780 of the Standard Contract Provisions, Contractor shall submit and AutoCAD DWG file containing as-built information and linework for all storm drain facilities constructed as part of this project. This information includes, but is not limited to Northings and Eastings for all manholes, inlets and cleanouts, Pipe invert elevations for all pipe segments entering and exiting storm drain structures, flowline elevations at 20 foot intervals for all vegetated swales and bioswales and Northings and Eastings and invert elevations for all connections to existing storm drain facilities. This AutoCAD file shall be referenced to the horizontal and vertical datum shown on the project Survey Control and Monument Preservation Plan.”

**11. SECTION 02635 – BIORETENTION FACILITIES, page 02635-11**

Immediately following Paragraph 3.05, ADD the following new paragraph:

**“3.06 AS BUILT INFORMATION**

In addition to the Project Record Drawings discussed in Section 01780 of the Standard Contract Provisions, Contractor shall submit and AutoCAD DWG file containing as-built information and linework for all storm drain facilities constructed as part of this project. This information includes, but is not limited to Northings and Eastings for all manholes, inlets and cleanouts, Pipe invert elevations for all pipe segments entering and exiting storm drain structures, flowline elevations at 20 foot intervals for all vegetated swales and bioswales and Northings and Eastings and invert elevations for all connections to existing storm drain facilities. This AutoCAD file shall be referenced to the horizontal and vertical datum shown on the project Survey Control and Monument Preservation Plan.”

**12. SECTION 02744 – SLURRY SEAL – POLYMER MODIFIED**

ADD the attached Addendum No. 2 Section 02744, Slurry Seal – Polymer Modified.

**13. SECTION 03300 – STRUCTURAL CONCRETE**

DELETE in its entirety Section 03300, Structural Concrete.

**PLANS**

**1. PLAN FILE NUMBER AA-4279**

DISCARD the plan set titled “4279-Plans”, dated May 21, 2020 and posted to the Port’s hosting website on May 27, and REPLACE with the revised plan set titled “4279-Plans-Addendum2”. The changes to the March 30 plan set are summarized below.

A. The following drawings (listed in sheet number order) have been revised:

T1, T2, D1, PH1, G1, G2, G5, DR1, DR2 DR7, DR8, DR11, U1, U2, P1, P2, P3, S1, and S2

B. The following drawings (listed in sheet number order) have been added:

SS1 and CD1.

C. All other drawings in the reissued plan set are unchanged from the May 21 plan set.

Sincerely,

  
Robert Andrews (Jun 11, 2020 16:10 PDT)

Robert Andrews  
Chief Engineer

Attachments:

Document 00010, Table of Contents  
Document 00100, Invitation to Bid  
Document 00200, Instructions to Bidders  
Document 00400, Bid Form  
Document 00430, Port of Oakland Subcontractor and Supplier List Form  
Section 01100, Summary of Work  
Section 02744, Slurry Seal – Polymer Modified  
Plan Set titled “4279-Plans-Addendum2”

DOCUMENT 00010

**OHIT PHASE 2  
INTERIM USE YARD PAVING  
OAKLAND, CALIFORNIA**

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## SPECIFICATIONS

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DIVISIONS 4 THROUGH 16 – NOT USED

Appendix A Asbestos Abatement Work Plan – Port of Oakland Lift Station 663, 10<sup>th</sup> and Maritime Streets, Oakland, California 94607

Appendix B Lead Abatement Work Plan – Port of Oakland Lift Station 663, 10<sup>th</sup> and Maritime Streets, Oakland, California 94607

**The following documents from the Port of Oakland Standard Contract Provisions (February 2015 edition), as modified by Document 00800, Supplementary Conditions - Modifications to Standard Contract Provisions, are incorporated by reference into the Contract Documents:**

00680	Escrow Agreement for Security Deposits in Lieu of Retention
00700	General Conditions
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00831	Construction Safety Standards Manual
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END OF DOCUMENT

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DOCUMENT 00100

**INVITATION TO BID**

The CITY OF OAKLAND, acting by and through its BOARD OF PORT COMMISSIONERS (the "Port"), will receive Bids via email as per the provisions of Document 00200, *Instructions to Bidders*, Paragraph 19, Bid Submission, until 12:00 noon on Wednesday, June 24, 2020, for the following public work:

**OHIT PHASE 2  
INTERIM USE YARD PAVING  
OAKLAND, CALIFORNIA**

The work of this 230 calendar day project consists, in general, of furnishing all labor, materials, appliances, tools, equipment, transportation, services and supervision required to grade and pave the unpaved areas of the project site, and to grind and pave the existing paved areas indicated on the plans, including, but not limited to: excavating, grinding, loading, hauling and disposing off site existing soil, aggregate base and asphalt pavement, and furnishing and installing new asphalt and striping; and performing all associated work, all in accordance with the Contract Documents

The Engineer's estimate for this project is \$7,500,000.

A California Class A contractor's license is required to bid this Contract. Joint ventures must secure a joint venture license prior to award of this Contract.

No contractor or subcontractor may be listed on a bid proposal or awarded any contract for the project unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5, with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a).

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Refer to Document 00200, *Instructions to Bidders*, for required documents and items to be included in the Bid. The Bid must be submitted in accordance with the provisions of Document 00200, Paragraph 19, Bid Submission.

The Port will permit the successful Bidder to substitute securities for retention monies withheld to ensure performance of the contract, as set forth in Document 00680, *Escrow Agreement for Security Deposits in Lieu of Retention*, in accordance with Section 22300 of the California Public Contract Code.

Bidders must comply with the requirements of Document 00810, *Non-Discrimination and Small/Local Business Utilization Policy*. The Port will award preference points to Port-certified small and local prime contractors and subcontractors, and these points will be used to modify the total Bid price for comparison purposes. To receive these preference points, prospective prime contractors and subcontractors must be certified by the Port of Oakland prior to the time of bidding or must have submitted a certification application and all supporting documentation to the Port's Social Responsibility Division at least seven (7) business days prior to the Bid date. For questions concerning the Port's policy, contact Connie Ng-Wong at [CNg-Wong@portoakland.com](mailto:CNg-Wong@portoakland.com) or at (510) 627-1390.

This project will be covered by the Port's Owner Controlled Insurance Program (OCIP). The OCIP will provide the General Liability, Worker's Compensation, Employer's Liability, and Contractor's Pollution Legal Liability insurance. The OCIP Administrator for the project will be Alliant Insurance Services ("Alliant"). The Contractor will be required to provide Builder's Risk Insurance, Automotive Liability Insurance for Contractor's vehicles and equipment, and other coverages as more specifically described in Article 4, Bonds and Insurance, of Document 00700, *General Conditions*.

A Performance Bond and a Labor and Material Payment Bond are required for this contract.

The successful Bidder, whether union or non-union, must comply with the provisions of Document 00823R1, *Port of Oakland Maritime and Aviation Project Labor Agreement (MAPLA) [2016] V.1*, and must execute Document 00630R1, *Letter of Assent [2016] V.1*. Non-union Bidders and Bidder's subcontractors are not required to sign union agreements nor are their employees required to become union members to perform work on this project.

The Contractor and all subcontractors must pay their employees performing labor under this Contract salaries or wages at least equal to the general prevailing wage rates in effect at the time of advertising for bids, as determined by the Director of the Department of Industrial Relations of the State of California, for the particular crafts, classifications or types of workers employed on the project, subject to compliance with the Port of Oakland Maritime and Aviation Project Labor Agreement (MAPLA).

The Port will conduct a pre-bid meeting at 9:30 AM on Thursday, June 11, 2020. Due to the Governor's Shelter-in-Place order, the meeting will be conducted via GoToMeeting videoconferencing. Bidders and other interested parties who wish to participate in the pre-bid meeting may do so by logging into the GoToMeeting website at the following URL: <https://global.gotomeeting.com/join/133208813>. Bidders and interested parties may also participate in the pre-bid meeting via teleconference at 1 (877) 568-4106 (toll free) or at 1 (646) 749-3129, using the following access code: 133-208-813. The Port strongly recommends that potential Bidders attend the pre-bid meeting. The meeting will address the Port's Non-Discrimination and Small/Local Business Utilization Policy, insurance requirements, bonds, Maritime and Aviation Project Labor Agreement, and any other special working conditions for this contract.

The Port will conduct a site tour for this project on Thursday, June 11, 2020 starting at 12:00 noon. Bidders who wish to participate in the site tour must register with Chris Briana at [cbriana@portoakland.com](mailto:cbriana@portoakland.com) no later than 12:00 noon on Wednesday, June 10, 2020, to confirm.

The tour will be conducted in a manner consistent with all State and County Health Orders issued in response to the COVID-19 pandemic, including, but not limited to, the following provisions:

- The number of attendees on site at any given time will be limited.
- The amount of time that attendees are allowed on site will be limited.
- The use of face coverings and gloves, and compliance with social distancing requirements, will be mandatory.

The Port will provide additional details on the site visit safety protocols to bidders who register for the tour.

**The Port will not take questions during the site tour;** any questions should be emailed to the Project Engineer following the tour. The Port will provide its responses to any such questions via the Log of Responses to Bidder Questions.

The work of this project is subject to the requirements of Document 00455, *Port of Oakland Construction and Demolition Debris Waste Reduction and Recycling Requirements*. Bidders must submit the Port of Oakland Waste Reduction and Recycling Plan Form (Attachment 2 to Document 00455) with the Bid.

Bidders may obtain the Bidding Documents (Plans and Project Manual) for this project on line at the Port of Oakland website at <http://www.portofoakland.com/Bids> on or after Monday, May 25, 2020. Detailed instructions on downloading the Bidding Documents are available at the following web address: <http://www.portofoakland.com/DownloadInstructions>. Any Addenda modifying the Plans and Project Manual will be posted at the same location.

Pursuant to Port of Oakland Ordinance No. 4321, the Port of Oakland Standard Contract Provisions (February 2015 edition) are incorporated by reference into Project Manuals issued by the Port for public works construction projects. The Contract Documents consist of the approved Project Manual, any addenda and the approved terms of the Standard Contract Provisions, as specified in more detail in Documents 00520, *Agreement*, and 00800, *Supplementary Conditions – Modifications to Standard Contract Provisions*.

The Standard Contract Provisions manual can be downloaded in PDF format from the Port of Oakland website, at <http://www.portofoakland.com/StandardContractProvisions2015>.

For questions pertaining to the download of the Plans and Project Manual, please contact Bill Russell at (510) 627-1439 or at [brussell@portoakland.com](mailto:brussell@portoakland.com). For technical questions, in respect to the Bidding Documents, Bidders should contact Chris Briana at (510) 627-1219 or at [cbriana@portoakland.com](mailto:cbriana@portoakland.com).

The Port specifically reserves the right, in its sole discretion, to reject any or all Bids, to re-bid, or to waive inconsequential defects in bidding not involving time, price or quality of the Work.

Bidders are solely responsible for the cost of preparing their Bids.

END OF DOCUMENT

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DOCUMENT 00200

**INSTRUCTIONS TO BIDDERS**

Bids are requested for a general construction contract described in general as follows:

PORT OF OAKLAND CONTRACT 2020-03-M1

**OHIT PHASE 2  
INTERIM USE YARD PAVING  
OAKLAND, CALIFORNIA**

1. **RECEIPT OF BIDS.** The Port will receive electronic bids only for the above-referenced Project. All bids must be submitted in the manner specified in Paragraph 19 herein. The Port will receive Bids until 12:00 p.m., on Wednesday, June 24, 2020. Bids received after the specified time will not be accepted.

No contractor or subcontractor may be listed on a bid proposal or awarded any contract for the project unless registered with the DIR pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

2. **DETERMINATION OF SUCCESSFUL BIDDER.** Apparent low Bid will be based solely on the Total Bid Price. All Bidders are required to submit Bids on all Bid items. The Bids will be compared on the basis of the modified bid amount calculated in accordance with the applicable paragraphs of Part IV, Section A, of Document 00810, Non-Discrimination and Small/Local Business Utilization Policy. If the Bid is accepted and the Contract awarded on the basis of the modified bid amount, the actual amount of the Bid before reduction under the Non-Discrimination and Small/Local Business Utilization Policy will be the amount awarded the Contractor.
3. **REQUIRED BID FORM.** Bidders must submit Bids on Document 00400, Bid Form. The Port will reject as non-responsive any Bid not submitted on the required form. Bids must be full and complete. Bidders must complete all Bid items and supply all information required by Bidding Documents. The Port reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders must submit clearly written Bids, and the Port reserves the right to reject any Bid not clearly written. Bidders may not modify the Bid Form or qualify their Bids. The Bid must be clearly and distinctly written without any erasure or interlineation. Any changes in the Bid shall be clearly made, with the original entry crossed out and the new entry initialed by the Bidder.
4. **REQUIRED BID SECURITY.** Bidders must submit with their Bids a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, of not less than ten percent (10%) of the aggregate amount of the Total Bid Price, payable to the Port of Oakland. The Port will provide the required form of corporate surety bond, Document 00411, Bond Accompanying Bid. The Port will reject as non-responsive any Bid submitted without the necessary Bid security. As soon as practicable after the Bid opening, if there are more than three (3) responsive Bidders, all Bid securities and Bid bonds except for those of the successful Bidders will be returned to the other Bidders. The Bid security and Bid bond of the successful

Bidder will be returned after execution of the contract and deposit of all necessary bonds and other items.

5. **REQUIRED SUBCONTRACTORS LISTS.** Based on work which is included in the Total Bid Price, Bidders must submit with their Bids the names of all subcontractors and their respective bid item sub-bids on Document 00430, Port of Oakland Subcontractor and Supplier List Form, for those subcontractors who will perform any portion of work, including labor, rendering of service, or specially fabricating and installing a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in excess of one-half of one percent (0.5%) of the Total Bid Price. Bidders must also submit the names of all trucking brokers, on Document 00430, Port of Oakland Subcontractor and Supplier List Form regardless of whether the broker's portion of the work will or will not exceed one-half of one percent (0.5%) of the Total Bid Price and regardless of whether the Bidder is requesting any local business preference points for the listed broker(s).
6. **REQUIRED NON-COLLUSION DECLARATION.** Bidders must submit with their Bids Document 00481, Non-Collusion Declaration. The Port will reject as non-responsive any Bid submitted without the Non-Collusion Declaration. No Bidder may make or file or be interested in more than one Bid for the same supplies, services or both.
7. **REQUIRED BIDDER'S CERTIFICATIONS.** Bidders must submit with their Bids Document 00482, Bidder Certifications. The Port will reject as non-responsive any Bid submitted without the Bidder Certifications.
8. **PRE-BID CONFERENCE AND SITE VISITS.** The Port will conduct a pre-bid meeting at 9:30 AM on Thursday, June 11, 2020. Due to the Governor's Shelter-in-Place order, the meeting will be conducted via GoToMeeting videoconferencing. Bidders and other interested parties who wish to participate in the pre-bid meeting may do so by logging into the GoToMeeting website at the following URL: <https://global.gotomeeting.com/join/133208813>. Bidders and interested parties may also participate in the pre-bid meeting via teleconference at 1 (877) 568-4106 (toll free) or at 1 (646) 749-3129, using the following access code: 133-208-813. The Port strongly recommends that potential Bidders attend the pre-bid meeting. The meeting will address the Port's Non-Discrimination and Small/Local Business Utilization Policy, insurance requirements, bonds, Maritime and Aviation Project Labor Agreement, and any other special working conditions for this contract..

The Port will post at <http://www.portoakland.com/Bids> such Addenda as the Port in its discretion considers necessary in response to questions arising at the pre-Bid conference. Oral statements shall not be relied upon and will not be binding or legally effective.

The Port will conduct a site tour for this project on Thursday, June 11, 2020 starting at 12:00 noon. Bidders who wish to participate in the site tour must register with Chris Briana at [cbriana@portoakland.com](mailto:cbriana@portoakland.com) no later than 12:00 noon on Wednesday, June 10, 2020, to confirm.

The tour will be conducted in a manner consistent with all State and County Health Orders issued in response to the COVID-19 pandemic, including, but not limited to, the following provisions:

- The number of attendees on site at any given time will be limited.
- The amount of time that attendees are allowed on site will be limited.

- The use of face coverings and gloves, and compliance with social distancing requirements, will be mandatory.

The Port will provide additional details on the site visit safety protocols to bidders who register for the tour.

**The Port will not take questions during the site tour;** any questions should be emailed to the Project Engineer following the tour. The Port will provide its responses to any such questions via the Log of Responses to Bidder Questions.

9. **OTHER REQUIREMENTS PRIOR TO BIDDING.** Submission of a Bid signifies careful examination of Bidding Documents and complete understanding of the nature, extent and location of Work to be performed. Bidder must complete the tasks listed in Document 00520, Agreement, Article 5, as a condition to bidding, and submission of Bid shall constitute the Bidder's express representation to the Port that Bidder has fully completed these tasks.
10. **EXISTING CONDITIONS AND GEOTECHNICAL DATA.** Bidders may examine any available existing conditions information by giving the Port reasonable advance notice. The Port will not be responsible for accuracy of existing drawings or geotechnical data. Document 00320, Existing Conditions and Geotechnical Data, applies to all supplied existing drawings and geotechnical reports, and all other information supplied regarding existing conditions either above ground or below ground.
11. **ADDENDA.** Bidders must direct all questions about the meaning or intent of the Bidding Documents to the Port. Interpretations or clarifications considered necessary by the Port in response to such questions will be issued by Addenda posted at <http://www.portofoakland.com/Bids>. Notification of the issuance of Addenda will be faxed or emailed to each Bidder at the fax number or email address supplied to the Port by the Bidder. Questions received less than seven (7) days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations and clarifications will be without legal effect.
  - a. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the Port.
  - b. Addenda shall be acknowledged in Bid Form by number and shall be part of the Contract Documents. A complete listing of Addenda may be secured from the Port.
  - c. Addenda will be issued only by the Port of Oakland and only in writing. Addenda will be identified as such and will be available for download at <http://www.portofoakland.com/Bids>. Notification of issuance of Addenda will be delivered via fax or email to all who are known by the issuing office to have obtained Bidding Documents and who have provided a fax number or email address for receipt of Addendum notification.
  - d. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for inspection.
  - e. Addenda will be posted at <http://www.portofoakland.com/Bids> no later than 3 full working days prior to the Bid Deadline. Addenda notifications will be issued such that they should be received by prospective Bidders, who have provided a fax number or email address for receipt of Addendum notification, no later than 3 full working days



prior to the Bid Deadline. Addenda withdrawing the request for Bids or postponing the Bid Deadline may be issued any time prior to the Bid Deadline.

- f. Each Bidder shall be responsible for ascertaining, prior to submitting a Bid, that it has received all issued Addenda.

12. **LOG OF RESPONSES TO BIDDER QUESTIONS.** Clarifications that do not necessitate the issuance of a formal Addendum may, at the Port's discretion, be issued in written form in a 'Log of Responses to Bidder Questions'. The Log of Responses to Bidder Questions will be posted to the Port website at <http://www.portoakland.com/Bids>, and may be periodically updated during the course of the bid period. It is the Port's intent to provide notification of updates to the Log to all who are known by the issuing office to have obtained Bidding Documents and who have provided a fax number or email address. However, it is Bidder's responsibility to monitor the Port website for posted updates. Questions received less than seven (7) days prior to the date for opening Bids may not be answered.

The Log of Responses to Bidder Questions is provided solely for Bidders' convenience; it is not part of the Contract Documents, and any interpretations or clarifications contained therein are without legal effect. Bidders are advised that any Bidder questions submitted to the Port may, at the Port's discretion, be incorporated into the posted Log of Responses to Bidder Questions.

13. **SUBSTITUTIONS.** Bidders must base their Bids on products and systems specified or indicated in the Contract Documents or listed by name in Addenda. Contractors and materials suppliers may submit proposals for substitutions for pre-Bid date approval, and up to thirty-five (35) days following the Notice of Award.

- a. Submittals of proposals for substitutions shall contain sufficient information, as set forth in Specification Section 01620, Product Options and Substitutions, to assess acceptability of product or system. Insufficient proposed information shall be grounds for rejection of substitution.
- b. Approved substitutions will be listed in Addenda. The Port reserves the right not to act upon submittals of requests for substitutions until after Bid opening.
- c. Substitutions may be requested after the Contract Documents are signed in accordance with requirements specified in Document 00700, General Conditions, and Section 01620, Product Options and Substitutions.
- d. Port will require at least twenty-one (21) calendar days to review requests for substitutions.

14. **WAGE RATES.** Contractor and all subcontractors shall pay their employees performing work under this contract, salaries or wages at least equal to the general prevailing rates or per diem wages for each craft, classification, or type of worker in effect at the time of advertising for Bids, as determined by Director of Department of Industrial Relations of the State of California, subject to compliance with the Port of Oakland Maritime and Aviation Project Labor Agreement (MAPLA). This information is available on the Internet at <http://www.dir.ca.gov/DLSR/statistics-research.html> and <http://www.dir.ca.gov/DLSR/PWD/>. Free access to the Internet is available at the Oakland Public Library, Main Branch, 125 – 14<sup>th</sup> Street, Oakland, California 94612, (510) 238-3134, and all of its fifteen (15) branches, listed below:



NAME	ADDRESS	TELEPHONE NUMBER
Asian	388-9 <sup>th</sup> Street Oakland, California 94608	(510) 238-3400
Brookfield	9255 Edes Avenue Oakland, California 94603	(510) 615-5725
Cesar E. Chavez	3301 E. 12 <sup>th</sup> St., Ste. 271 Oakland, California 94601	(510) 535-5620
Dimond	3565 Fruitvale Avenue Oakland, California 94602	(510) 482-7844
Eastmont	7200 Bancroft Avenue, Ste. 211, Oakland, California 94605	(510) 615-5726
Elmhurst	1427-88 <sup>th</sup> Avenue Oakland, California 94621	(510) 615-5727
Golden Gate	5433 San Pablo Avenue Oakland, California 94608	(510) 597-5023
Lakeview	550 El Embarcadero Oakland, California 94610	(510) 238-7344
Martin Luther King, Jr.	6833 International Boulevard Oakland, California 94621	(510) 615-5728
Melrose	4805 Foothill Boulevard Oakland, California 94601	(510) 535-5623
Montclair	1687 Mountain Boulevard Oakland, California 94611	(510) 482-7810
Piedmont Avenue	80 Echo Avenue Oakland, California 94611	(510) 597-5011
Rockridge	5366 College Avenue Oakland, California 94618	(510) 597-5017
Temescal	5205 Telegraph Avenue Oakland, California 94609	(510) 597-5049
West Oakland	1801 Adeline Street Oakland, California 94607	(510) 238-7352

15. **PROJECT LABOR AGREEMENT.** The apparent successful bidder, whether union or non-union, must comply with the Port of Oakland Maritime and Aviation Project Labor Agreement, attached as Document 00823R1, and must execute Document 00630R1, Letter of Assent. Non-union Bidders and Bidders' subcontractors are not required to sign union agreements nor are their employees required to become union members to perform work on this Project. The apparent successful bidder further must cause all "Contractors" (as such term is defined in the Project Labor Agreement) that contract under Contractor on this Contract and are covered by the Project Labor Agreement, to comply with the requirements imposed on "Contractors" (as such term is defined in the Project Labor Agreement) under said agreement and to execute Document 00630R1, Letter of Assent. Pursuant to the Project Labor Agreement, Contractors shall be required to make contributions to the Social Justice Trust Fund of \$0.30 per labor hour, as more fully described in Document 00825R1, Social Justice Labor Management Cooperation Trust Fund [2016] V.1.

16. **COSTS OF DRUG TESTING.** The implementation costs of the Maritime and Aviation Project Labor Agreement Uniform Substance Abuse Policy must be included in the Total Bid Price.

These costs are stated in Document 00824R1, Port of Oakland Maritime and Aviation Project Labor Agreement Substance Abuse Prevention Policy Drug Testing [2016] V.1.

- 17. NON-DISCRIMINATION AND SMALL/LOCAL BUSINESS UTILIZATION POLICY.** The successful Bidder must comply with the Port's Non-Discrimination and Small/Local Business Utilization Policy, Document 00810. These provisions include steps which must be undertaken prior to the Bid date to provide equal opportunity for LBABEs, LIABEs and SBE/VSBEs to seek and obtain subcontracts on the Project. Bidders may be disqualified for failure to comply with these provisions. Bidders are alerted that in order to receive preference points to modify the bids for comparison purposes, all certifications must be complete at time of bid. To be certified for a particular project, a contractor must submit a Database Questionnaire and all supporting documentation to the Social Responsibility Division at least seven (7) business days prior to bid opening (SBE/VSBE acceptance based on verified gross receipts). To receive further points for being local, additional documentation may be required. Questions concerning the Port's Non-Discrimination and Small/Local Business Utilization Policy may be directed to the Social Responsibility Division contact person listed in document 00100. Questions regarding the Port's requirement to list all trucking brokers in the Bidder's submittal or receiving preference points for the use of local truckers and requests for a list of certified truckers, should be directed to the Social Responsibility Division person listed in Document 00100.

Prior to the Port's contract award, the apparent low Bidder and its intended subcontractors may be required to attend a pre-award conference for the purpose of Port review, approval, disapproval, or approval with conditions of the apparent low Bidder's compliance with the Port's Non-Discrimination and Small/Local Business Utilization Policy.

- 18. WEB ACCESSED MONITORING SYSTEM (WAMS):** Bidders are alerted that the Port of Oakland has adopted an electronic monitoring system to satisfy the reporting requirements for prevailing wages, construction workforce and business utilization. The Port has designated Elation Systems, Inc. (Elation) as its vendor for the electronic submission system and the successful bidder and their subcontractors will be required to utilize the Elation service for this contract. There will be no fees associated with the use of WAMS on the successful bidder's part. It will be the responsibility of the successful bidder and their subcontractors to ensure access into WAMS by registering for an Elation account prior to starting work on the project. Registration instructions are as follows:

To register for an Elation account:

1. Access the Elation website at: [www.elationsys.com](http://www.elationsys.com)
2. Click on the Register link located near the top right corner of the window
3. Click on the Register as a Contractor or Subcontractor button
4. Input the Promo Code "PortOakland-2017"
5. Upon submitting the Registration Application, the applicant will receive the first of two emails. Open the first email and click the link in the email, this will complete your Registration Application
6. The applicant will receive the 2nd email, confirming that their application has been activated.

\*ALL contractors at all tier levels must have an Elation account. Current Elation account users DO NOT have to register again.

19. **BID SUBMISSION.** Each Bid must be submitted electronically in a single PDF file containing scanned copies of all forms listed below, properly executed as specified herein, and arranged in the order listed herein. In order to fully comply with the Governor's Executive Orders in response to the COVID-19 pandemic and health order(s) currently issued by the Alameda County Public Health Department, and any amendments thereto (collectively, the Health Orders), the Port Offices are closed to the public and **no paper bids will be accepted.**

- a. The PDF shall be submitted via email to the Secretary of the Board of Port Commissioners at [dedgerly@portoakland.com](mailto:dedgerly@portoakland.com). The subject line of the email should read as follows:

BID FOR PORT CONTRACT 2020-03-M1 - OHIT PHASE 2 INTERIM USE YARD  
PAVING, OAKLAND, CALIFORNIA

The Bidder shall include in the text of its bid submission email the delivery service tracking number for the hard copy submission specified in Paragraph 19.c below.

The Secretary of the Board of Port Commissioners will reply by email to the Bidder's email Bid submission. Said reply shall constitute the Port's acknowledgment of receipt of the Bid.

- b. Each PDF Bid file must contain the following completed and fully executed, documents:
- 1) Document 00400, Bid Form. The entire document is the Bid Form.
  - 2) Corporate surety bond of not less than 10% of the amount of the Bid. Bidder and its surety must execute Document 00411, Bond Accompanying Bid.
  - 3) Document 00420, Contractor Registration and Safety Experience Form.
  - 4) Document 00430, Port of Oakland Subcontractor and Supplier List Form: If Bidder intends to employ subcontractors, Bidder must furnish the information required on these forms, in accordance with instructions contained in these Instructions to Bidders.
  - 5) Completed Document 00455, Attachment 2, Construction and Demolition Debris Waste Reduction and Recycling Plan ("WRRP") form.
  - 6) Document 00456, Regulatory Compliance Statement.
  - 7) Document 00481, Non-Collusion Declaration: signed and completed as indicated therein.
  - 8) Document 00482, Bidder Certifications: signed and completed as indicated therein.
- c. In addition to the electronic submission specified above, an original, signed paper copy of Document 00411, Bond Accompanying Bid, shall be submitted via the United States Postal Service or other delivery service, no later than the bid opening date and time specified in Paragraph 1 above, to the following address:

Port of Oakland Building

Office of the Secretary of the Board of Port Commissioners  
Room 629  
530 Water Street  
Oakland, California 94607

The envelope shall be labeled as follows:

ORIGINAL BID BOND - PORT CONTRACT 2020-03-M1 - OHIT PHASE 2  
INTERIM USE YARD PAVING, OAKLAND, CALIFORNIA

The Bidder must obtain a tracking number from the delivery service, and must transmit said tracking number to the Port at the date and time of bid submission, as specified in Paragraph 19.a above.

- d. Notwithstanding any provisions contained elsewhere in the Contract Documents, only the items listed above are required to be submitted with the Bid.
- e. Bids shall be deemed to include any written responses of a Bidder to any questions or requests for information of the Port made as part of the Bid evaluation process after submission of the Bid. The provisions of the California Public Contract Code relating to relief from bids, Section 5100 et seq. are applicable to this contract.

**20. BID OPENING.** The Secretary of the Board of Port Commissioners shall open Bids received via email up to and including the time and date specified. Due to the Health Orders, the bid opening will not be open to the public, but will be conducted via Zoom videoconferencing, and will commence at 12:10 p.m. on June 24, 2020. The Zoom meeting ID is 918 7838 2453.

Bidders and other interested parties who wish to participate in the bid opening may do so by logging into the Zoom website at the following URL: <https://portoakland.zoom.us/j/91878382453>. Bidders and interested parties may also participate in the bid opening via teleconference at 1 (669) 900-9128 or at 1 (346) 248-7799, using the meeting ID listed above.

The bid results, corrected per the provisions of Paragraph 23.e below, will be posted as soon as possible following the bid opening, and available online via the "Engineering Bid Results" link at <http://www.portofoakland.com/Bids>. Notification of the posting of bid results will be faxed or emailed to all parties who registered as plan holders for this project. For assistance in locating the posted bid results, please contact Bill Russell at [brussell@portoakland.com](mailto:brussell@portoakland.com).

The three (3) apparent lowest responsive Bidders must execute and submit the following documents after Bids have been opened and duly inspected. The successful Bidders' failure to submit these documents properly and timely entitles the Port to reject the Bid as non-responsive.

- a. Submit the following document, by 5:00 p.m. of fifth (5<sup>th</sup>) day following Bid opening. Award of Contract depends on the accurate submission of this document and on the approval of the submissions by the Port:

A letter addressed to the Port Attorney, Michele Heffes, 530 Water Street, 4<sup>th</sup> Floor, Oakland, CA 94607, representing that such Bidder and all other "Contractors" (as such term is defined in Document 00823R1, Port of Oakland Maritime and Aviation Project

Labor Agreement ("MAPLA")) covered by such MAPLA, are willing, ready and able to comply with the MAPLA, and that such Bidder and the other "Contractors" shall execute Document 00630R1, Letter of Assent, without modification or qualification, within ten (10) days of the Notice of Award. The letter must be without qualification and must be in form acceptable to the Port Attorney.

The letter must be submitted electronically to the Port Attorney at [mheffes@portoakland.com](mailto:mheffes@portoakland.com), with a copy to Laurice Henry Ross, Legal Assistant II, at [lhenry@portoakland.com](mailto:lhenry@portoakland.com). The letter must be submitted as a PDF file consisting of a scanned copy of the letter, signed by the signatory of the Bid Form.

21. **POST-NOTICE OF AWARD REQUIREMENTS.** The apparent low Bidder must execute and submit the following documents after Bids have been opened and duly inspected. The apparent low Bidder's failure to submit these documents properly and timely entitles the Port to reject the Bid as non-responsive.

- a. Submit the following documents to the Port by 5:00 p.m. of the twentieth (20th) day following receipt of the Notice of Award. Execution of contract depends upon approval of these documents:
  - 1) Document 00520, Agreement: To be executed by the successful Bidder. Submit two (2) copies, each bearing all required original signatures.
  - 2) Document 00610, Construction Performance Bond. To be executed by the successful Bidder and surety, in the amount of one hundred percent (100%) of the Contract Sum.
  - 3) Document 00620, Construction Labor and Material Payment Bond. To be executed by successful Bidder and surety, in the amount of one hundred percent (100%) of the Contract Sum.
  - 4) Insurance forms, documents and certificates required by Document 00700, General Conditions, Paragraph 4.2, including, without means of limitation Alliant WrapX online enrollment and compliance requirements. Port reserves the right to make changes and modifications to the Project Insurance Manual (See Document 00700, General Conditions, Paragraph 4.2 and Document 00830, Project Insurance Manual), including the forms to be filed thereunder and Alliant WrapX online enrollment and compliance requirements, as Port may deem necessary from time to time after the bid date. In the event there is any modification or change to the Project Insurance Manual after the bid date, then at the election of Port, upon the latter of the Notice of Award of the Contract or the date the Port provides notice of the modifications or changes to the Project Insurance Manual, the Port will provide the Project Insurance Manual to the successful bidder, which document shall be a Contract Document. In such case, all other copies of the Project Insurance Manual received by Bidder are superceded.

Contractors of any tier excluded from participation in the OCIP include (a) vendors, suppliers, fabricators, material dealers, equipment rental companies truckers, haulers, drivers and others who primarily transport, pickup, deliver, or carry materials, personnel, waste, parts or equipment or any other items or persons to or from the Project Site, architects, engineers (unless they are an employee of an

otherwise enrolled and covered scope), consultants and other professional services firms, testing and balancing firms, surveyors (unless they are an employee of an otherwise enrolled and covered scope), employee leasing firms, (b) Contractors and each of their respective Subcontractors who do not perform any actual labor on the Project Site, (c) environmental, hazardous, abatement or regulated materials Contractors, (d) Contractors who perform marine diving activities, (e) demolition Contractors utilizing blasting, explosives or wrecking balls (f) Contractors and Subcontractors who have a workers' compensation experience modification in excess of 150% (Contractors and Subcontractors with experience modifications of 125% to 150% will be subject to additional safety requirements as described in the Contract), and (g) sole proprietor Contractors without workers' compensation insurance, who do not provide evidence of medical insurance to the OCIP Administrator. Ineligible Contractors are not permitted to Work on the Project until they have provided to the Port evidence of their compliance with the insurance requirements as outlined in the Contract.

- 5) Insurance Certificates and Endorsements required by Document 00700, General Conditions, Paragraphs 4.2 (OCIP) or 4.3 (Non-OCIP), whichever applies.
  - 6) A resume or outline of the safety and health qualifications and experience for the Safety Representative listed by you on Document 00420, Contractor Registration And Safety Experience Form.
  - 7) Document 00630R1, Letter of Assent [2016] V.1. To be executed by the Contractor and by all other "Contractors" (as such term is defined in the MAPLA (See Document 00823R1)) who are covered by the MAPLA and have not submitted a MAPLA Driver Questionnaire (also referred to as the "Trucking Questionnaire"), proof of Direct Owner-Operator and Owner-Operator Hardship Exemptions, or proof of MAPLA Small Business Enterprise Exemption, as applicable.
  - 8) Trucking Questionnaire, proof of Direct Owner-Operator and Owner-Operator Hardship Exemptions, or proof of MAPLA Small Business Enterprise Exemption. To be executed by all "Contractors" (as defined in the MAPLA (See Document 00823R1)) applying for an exemption from the MAPLA, as applicable.
- b. Upon receipt of the Notice of Award, the successful Bidder and each of its subcontractors who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices, in accordance with Section 1777.5 of the California Labor Code.
  - c. The Port shall have the right to contact directly the bond sureties proposed by the successful Bidder to confirm the issuance of the bonds.
22. **BID PROTEST.** Any Bid protest must be submitted electronically to the Secretary of the Board of Port Commissioners at [dedgerly@portoakland.com](mailto:dedgerly@portoakland.com) with a copy to the Chief Engineer at [randrews@portoakland.com](mailto:randrews@portoakland.com), before 5:00 p.m. of the third (3<sup>rd</sup>) business day following Bid opening. The Bid protest must be submitted as a single PDF file containing (1) a scanned copy of the protest letter, signed by the signatory of the Bid Form, and (2) any attached documentation.

- a. The initial protest document must contain a complete statement of the basis for the protest.
  - b. The protest must refer to the specific portion of the document which forms the basis for the protest.
  - c. The protest must include the name, address and telephone number of the person representing the protesting party.
  - d. The party filing the protest must concurrently transmit an electronic copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. The email addresses of such Bidders will be provided upon request by the Secretary of the Board of Port Commissioners.
  - e. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest. The Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.
23. **BID EVALUATION.** The Port may reject any and all bids and waive any informalities or minor irregularities in the Bids. The Port also reserves the right, in its discretion, to reject any or all Bids and to re-bid the Project. The Port reserves the right to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids, re-bid, and to reject the Bid of any Bidder if the Port believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Port.
- a. In evaluating Bids, the Port will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
  - b. The Port may conduct such investigations as the Port deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents. The Port shall have the right to communicate directly with Bidder's Surety regarding Bidder's bonds.
  - c. Calculation errors in the Bid Form will be corrected on the following basis:
    - (i) Unit Price Bid Items: If there is a discrepancy between the line item total entered on the Bid Form and the product of the Estimated Quantity and the Unit Price entered on the Bid Form, the Unit Price will prevail, and the line item total will be corrected accordingly, except in the following circumstance:
      - (a) If the Unit Price is illegible or omitted, or if in the judgment of the Port there is an obvious misplacement of the decimal point in the Unit Price, the line item total will prevail, and the Unit Price will be corrected accordingly, becoming the quotient of the line item total divided by the Estimated Quantity.



- If both the Unit Price and the line item total are omitted, both the Unit Price and the line item total will be \$0.00.
- (ii) Lump Sum Bid Items: If no line item total is entered on the Bid Form, the line item total will be \$0.00.
  - (iii) Discrepancies between the indicated sum of any column of numerals and the correct sum thereof will be resolved in favor of the correct sum.
  - (iv) Discrepancies between written words and figures, or words and numerals, will be resolved in favor of the words.
  - (v) All corrections of calculation errors will be incorporated into the bid results posted at <http://www.portofoakland.com/Bids>. A Bidder's failure to dispute such corrections within three (3) business days of posting of bid results, or to request relief from its Bid in accordance with Section 5103 of the California Public Contract Code, will constitute Bidder's affirmation that it is willing and able to perform the work of the contract for the purposed total bid amount.
- d. In addition to the price, in determining the lowest responsible, responsive Bidder, consideration shall be given to:
- (i) The ability, capacity and skill of Bidder to perform the Work required by the Contract Documents;
  - (ii) The ability of Bidder to perform the Work required by the Contract Documents within the times specified, without delay;
  - (iii) The character, integrity, reputation, judgment, experience and efficiency of Bidder;
  - (iv) The quality of Bidder's performance on previous contracts with the Port of Oakland or City;
  - (v) The ability of Bidder to provide future maintenance, repair parts and services for the use of the supplies purchased;
  - (vi) Bidder's satisfaction of Port's Non-Discrimination and Small/Local Business Utilization Policy, the responsiveness of information furnished under other applicable requirements.
- e. Bids that are within 10% (ten percent) or \$1,000,000.00 (one million dollars), whichever is less, of the apparent low bidder's Total Bid Price, will be reduced by an equivalent percentage for purposes of evaluation to determine the lowest responsible bidder's "Modified Bid Amount" in accordance with the applicable paragraphs of Part IV, Section A, of the Non-Discrimination and Small/Local Business Utilization Policy. The Modified Bid Amount is equal to the Total Bid Price shown on the Bid Form, less the product of "equivalent percentage," and said Total Bid Price. The "equivalent percentage" calculation is based upon the validated preference points, (i.e., 5 points = 5%).

EXAMPLE:

MBA = Modified Bid Amount

TBP = Total Bid Price (say \$20,000,000)



EP = Equivalent Percentage (e.g., say 5 points = 5% = 5/100)

MBA = TBP - EP(TBP)

= \$20,000,000 - (5/100) (\$20,000,000)  
= \$20,000,000 - \$1,000,000  
= \$19,000,000

Additional example is shown in the table below:

Bidder	Bid	Points	Bid Adjustment	Modified Bid Amount <sup>1</sup>
A	\$20,000,000	5	\$1,000,000	\$19,000,000
B	\$20,400,000	6	\$1,224,000	\$19,176,000
C	\$21,625,000	8	N.A. <sup>2</sup>	

<sup>1</sup> Modified Bid Amount used for bid comparison purposes.

<sup>2</sup> Bid is more than \$1,000,000 over low bid, so no adjustment is made.

If the bid is accepted and the Contract awarded on the basis of the Modified Bid Amount, the actual amount bid before reduction under these rules will be the amount awarded the Contractor. The Board reserves the right to award the Contract to the lowest responsible responsive bidder on the basis of this calculation.

24. **FAILURE TO EXECUTE AND DELIVER DOCUMENTS.** If the Bidder to whom the contract is awarded shall for twenty (20) days after such award fail or neglect to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents (see section 21a.), the Port may, in its sole discretion, deposit the Bidder's surety bond, cashier's check or certified check for collection, and proceeds thereof may be retained by the Port as liquidated damages for Bidder's failure to enter into the Contract Documents. The Bidder agrees that calculating the damages the Port may suffer as a result of the Bidder's failure to execute and deliver all required Contract Documents and other required documents would be extremely difficult and impractical and that the amount of the Bidder's required Bid security shall be the agreed and presumed amount of the Port's damages.
25. **AWARD.** If the Contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder within one hundred twenty (120) days of Bid opening. The Notice of Award, Document 00510, shall be delivered as provided therein.

The Port reserves the right to reject all Bids.

Pursuant to the Port of Oakland Purchasing Ordinance, the Port of Oakland Standard Contract Provisions (Standard Contract Provisions) are incorporated by reference into Project Manuals issued by the Port for public works construction projects. The Contract Documents consist of the approved Project Manual, any addenda and the approved terms of the Standard Contract Provisions, as specified in more detail in Documents 00520, Agreement, and 00800, Supplementary Conditions – Modifications to Standard Contract Provisions.

26. **DEFINITIONS.** Except as set forth herein, all abbreviations and definition of terms used in these Instructions to Bidders are set forth in Specification Section 01420, References and Definitions.

27. **SIGNING BIDDING DOCUMENTS AND CONTRACT DOCUMENTS.** If the Bidder is a corporation, all Bidding Documents required to be executed by the Bidder (and, if such Bidder is the apparent low bidder and receives the Notice of Award, all Contract Documents required to be executed by such Bidder after Notice of Award) shall set forth the legal name of the corporation and must be signed by the officer or officers legally authorized by the corporation or by law to bind the corporation. If the Bidder is a non-corporate entity, all Bidding Documents required to be executed by the Bidder (and, if such Bidder is the apparent low bidder and receives the Notice of Award, all Contract Documents required to be executed by such Bidder after Notice of Award) shall be submitted in the name of the entity and signed by a partner or member, with authority to sign documents on behalf of such entity. The Port reserves the right to require additional evidence of the authority of any person executing the documents on behalf of the Bidder.

Any person signing on behalf of an entity thereby warrants their authority to bind the entity. The Port reserves the right to require additional evidence of the authority of any person executing documents on behalf of the Bidder.

28. **OBTAINING FULL-SIZE PLANS AND PROJECT MANUALS.** The Plans and Project Manual are available for download at <http://www.portofoakland.com/Bids>.

After Award of Contract, the Port will provide the Contractor with two full-size hard copies of the Contract Plans, incorporating all addendum revisions, and one hard copy of the Contract Project Manual, incorporating all addendum revisions. Upon the Contractor's request, PDF copies of the Contract Plans and Contract Project Manual will also be provided.

END OF DOCUMENT

DOCUMENT 00400

**BID FORM**

To be submitted by date and time noted in Document 00200

BOARD OF PORT COMMISSIONERS  
CITY OF OAKLAND

To: Secretary of the Board of Port Commissioners

Re: Contract Number: **2020-03-M1**

**OHIT PHASE 2  
INTERIM USE YARD PAVING  
OAKLAND, CALIFORNIA**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners ("Port") in the form included in the Contract Documents, Document 00520 *Agreement*, to perform and furnish all Work specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. The Bidder accepts all of the terms and conditions of the Contract Documents and the Invitation to Bid and Instructions to Bidders, including without limitation, those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for one hundred twenty (120) calendar days after the day of Bid opening, and may not be withdrawn during that time period. The Bidder will sign and submit the *Agreement*, Bonds and other documents required by Document 00200, *Instructions to Bidders*, by the time and in the manner set forth therein.
3. In submitting this Bid, the Bidder represents that:
  - (a) Bidder has examined all of the Contract Documents and of the following Addenda (receipt of all of which is hereby acknowledged).

<u>Date</u>	<u>Number</u>
_____	_____
_____	_____
_____	_____
_____	_____

**[Attach additional pages if necessary]**

- (b) Bidder has visited the Site and performed all tasks, research, investigation, reviews, examinations, analysis, and given notices, regarding the Project and the Site, as set forth in Document 00520, *Agreement*, Article 5.

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sum of money listed in the following Bid Schedule:

**SCHEDULE OF BID PRICES**

All bid items, including lump sums, unit prices, and additive alternates must be filled in completely. Bid items are described in Section 01100, Summary of Work. Quote in numerals only, unless words are specifically requested.

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>ESTIMATED QUANTITY</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT PRICE (Figures)</u></b>	<b><u>TOTAL</u></b>
1.	Mobilization and Demobilization	Lump Sum			\$ _____
2.	Perform All Contract Work Other Than Work Separately Provided for Under Other Bid Items	Lump Sum			\$ _____
3.	Provide Storm Water Pollution Prevention Plan and Perform All Storm Water Reporting Tasks	Lump Sum			\$ _____
4.	General Site Demolition	Lump Sum			\$ _____
5.	Remove and Dispose Railroad Track	1,500	TF	\$ _____	\$ _____
6.	Remove and Dispose Sanitary Lift Station and Related Work	Lump Sum			\$ _____
7.	Demolish Existing Sanitary Sewer Manhole	5	EA	\$ _____	\$ _____
8.	Pulverize and Blend Existing Asphalt Pavement	12,310	SY	\$ _____	\$ _____
9.	Demolish Existing Storm Drain Inlet or Manhole	30	EA	\$ _____	\$ _____

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>ESTIMATED QUANTITY</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT PRICE (Figures)</u></b>	<b><u>TOTAL</u></b>
10.	Demolish Existing Storm Drain Piping	1,055	LF	\$ _____	\$ _____
11.	Adjust Fire Hydrant to Grade	9	EA	\$ _____	\$ _____
12.	Adjust Existing Water Valve Box to Grade	4	EA	\$ _____	\$ _____
13.	Adjust Existing Drainage Inlet to Grade	1	EA	\$ _____	\$ _____
14.	Site Grading	Lump Sum			\$ _____
15.	Off Haul and Dispose Soil (Class 2 Contaminated)	5,000	TON	\$ _____	\$ _____
16.	Furnish and Install 12-inch Diameter Storm Drain Piping	930	LF	\$ _____	\$ _____
17.	Furnish and Install 18-inch Diameter Storm Drain Piping	3,460	LF	\$ _____	\$ _____
18.	Furnish and Install 30-inch Diameter Storm Drain Piping	370	LF	\$ _____	\$ _____
19.	Furnish and Install Drainage Inlet	23	EA	\$ _____	\$ _____
20.	Furnish and Install Storm Drain Manhole	19	EA	\$ _____	\$ _____
21.	Furnish and Install Storm Drain Cleanout	36	EA	\$ _____	\$ _____
22.	Furnish and Install Bioretention Swale	7,020	SY	\$ _____	\$ _____
23.	Furnish and Install Vegetated Swale	1,180	SY	\$ _____	\$ _____

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>ESTIMATED QUANTITY</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT PRICE (Figures)</u></b>	<b><u>TOTAL</u></b>
<b>24.</b>	Furnish and Install Aggregate Base	1,000	CY	\$ _____	\$ _____
<b>25.</b>	Furnish and Install Asphalt Concrete Pavement	30,800	TON	\$ _____	\$ _____
<b>26.</b>	Remove and Reinstall K-Rail	4,300	LF	\$ _____	\$ _____
<b>27.</b>	Remove and Reinstall Wheel Stop	700	EA	\$ _____	\$ _____
<b>28.</b>	Furnish and Install New K-Rail	300	LF	\$ _____	\$ _____
<b>29.</b>	Furnish and Install New Wheel Stop	60	EA	\$ _____	\$ _____
<b>30.</b>	Furnish and Install Pavement Striping and Markings	Lump Sum			\$ _____
<b>31.</b>	Furnish and Install Exterior Light Pole Protection	25	EA	\$ _____	\$ _____
<b>32.</b>	Furnish and Install Interior Light Pole Protection	36	EA	\$ _____	\$ _____
<b>33.</b>	Furnish and Install Concrete Curb and Gutter	230	LF	\$ _____	\$ _____
<b>34.</b>	Remove and Re-Install Chain Link Fence	150	LF	\$ _____	\$ _____
<b>35.</b>	Preparation, Cleaning, Sweeping and Crack Seal	Lump Sum			\$ _____
<b>36.</b>	Preparation, Furnishing and Installation of Crack Seal Type III	7,890	SY	\$ _____	\$ _____

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>ESTIMATED QUANTITY</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT PRICE (Figures)</u></b>	<b><u>TOTAL</u></b>
<b>37.</b>	Full Depth Asphalt Section Replacement	2,500	SF	\$ _____	\$ _____
<b>38.</b>	3" Grind and Asphalt Overlay	10,000	SF	\$ _____	\$ _____
<b>39.</b>	Off Haul and Dispose Soil (Non-Hazardous)	5,000	TON	\$ _____	\$ _____
<b>40.</b>	Off Haul and Dispose Soil (Class 1, Non-RCRA)	1,250	TON	\$ _____	\$ _____
<b>41.</b>	Off Haul and Dispose Soil (Class 1, RCRA)	1,250	TON	\$ _____	\$ _____
<b>TOTAL BID PRICE</b>				\$ _____	

5. Subcontractors and their sub-bids for work included in all bid items are listed on the attached Document 00430, *Port of Oakland Subcontractor and Supplier List Form*, as specified in Document 00200, *Instructions to Bidders*.
6. The undersigned understands that the Port reserves the right to reject this Bid, or all bids.
7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Section 2 above or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the documents required by Document 00200, *Instructions to Bidders*, including, but not limited to, Document 00520, *Agreement*, Document 00610, *Construction Performance Bond*, Document 00620, *Construction Labor and Material Payment Bond*, Document 00630R1, *Letter of Assent [2016] V.1*, and the required certificates of insurance, all within the time and in the manner specified in Document 00200, *Instructions to Bidders*.
8. Notice of Award or request for additional information may be addressed to the undersigned at the address set forth below.
9. The undersigned herewith encloses a certified check or cashier's check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in the amount of ten percent (10%) of Total Bid Price, and made payable to Port of Oakland.
10. The undersigned agrees to commence work under the Contract Documents on the date established in Document 00700, *General Conditions*, and to complete all work within the time specified in Document 00520 *Agreement*.

11. The undersigned agrees that, in accordance with Document 00700, *General Conditions*, liquidated damages for failure to complete all Work under the Contract Documents within the time specified in Document 00520, *Agreement*, shall be as set forth in Document 00520, *Agreement*.
12. The attention of the Bidder is directed to the necessity of including in the total for each Bid Item \$0.30 per hour of on-site craft work associated with that Bid Item, to be contributed to the Social Justice Program established under the terms of the Maritime and Aviation Project Labor Agreement. Refer to Document 00825R1, *Social Justice Labor Management Cooperation Trust Fund [2016] V.1*.
13. The implementation costs of the Maritime and Aviation Project Labor Agreement Uniform Substance Abuse Policy must be included in the Total Bid Price. These costs are stated in Document 00824R1, *Port of Oakland Maritime and Aviation Project Labor Agreement Substance Abuse Prevention Policy Drug Testing [2016] V.1*.

*Remainder of page intentionally left blank.*



14. The names of all persons interested in the foregoing Bid as principals are:

(IMPORTANT NOTICE: If Bidder or other interested person (including any partner or joint venturer of any partnership or joint venture bidder, respectively) is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full).

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

licensed in accordance with an act for the registration of Contractors, and with license number: \_\_\_\_\_.

BIDDER: \_\_\_\_\_

<b>FOR PORT USE ONLY</b>
Verification of Active Contractor and Subcontractor Licenses and DIR registrations.
By: _____ Date:    /    /20
<i>For Federally-Funded Projects</i>
Verification of Non-Debarment Listing and Approved Surety.
By: _____ Date:    /    /20
<b>FOR PORT USE ONLY</b>

By: \_\_\_\_\_  
[Signature]

Its: \_\_\_\_\_  
[Printed Name]  
[If Corporation: Chairman, President or Vice President]

By: \_\_\_\_\_  
[Signature]

Its: \_\_\_\_\_  
[Printed Name]  
[If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer]

NOTE: If the Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address:

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

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Date of Bid: \_\_\_\_\_

END OF DOCUMENT

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ODOCUMENT 00430

**PORT OF OAKLAND SUBCONTRACTOR AND SUPPLIER LIST FORM**  
(See Document 00200 for instructions.)

Prime Contractor: \_\_\_\_\_

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

1. Submit this Document 00430 with the Bid as provided for in Document 00200, Instructions to Bidders, and Document 00810 Non-Discrimination and Small Local Business Utilization Policy. The definitions in Document 00810 shall apply unless otherwise stated.
2. Column A: List Prime Contractor and first-tier Subcontractors performing Work in excess of one-half of one percent (0.5%) of total bid value. If Prime Contractor is a Joint Venture, then indicate same and list each Joint Venture Partner separately. Also list any certified local manufacturers of equipment, materials or supplies that will be incorporated into the Work and identify their scope of work accordingly. Do not list any suppliers unless they manufacture or install such equipment, materials or supplies. List ALL trucking brokers that will participate in the Work, regardless of whether the broker's bid will or will not exceed 0.5% of the total bid value and regardless of whether the Bidder is requesting any local business preference points for the listed broker(s).
3. Column B: Identify applicable local / small business status that has been certified by the Port and for which points are requested.
4. Column C: Identify the total bid price for all entities listed below, except that the amount listed for Prime Contractor must exclude all Subcontractor bid amounts. Prime Contractors shall list only total value of self-performed Work. If Prime Contractor is a Joint Venture, then allocate bid among each Joint Venture partner.
5. Column D: Complete this column only if points are requested for the LIABE, LBABE, SBE or VSBE listed contractor (prime or Subcontractor), manufacturer, trucker or trucking broker. For each Subcontractor, separately identify the total dollar amounts of equipment, materials and supplies that (i) the Subcontractor will both purchase and install ("SPE"); and (ii) the Prime Contractor will purchase for installation by the listed Subcontractor ("PPE"). Equipment, materials and supplies purchased by the Prime Contractor are eligible for points based exclusively on the status of the person or entity (Subcontractor or Prime Contractor) that installs or incorporates such items into the Work. Amounts in this column shall not be included in the dollar value of any other listed person or entity.

Column A	Column B				Column C	Column D
Name and contact information of Prime Contractor (including any JV Partners), Subcontractor, Trucking Broker or product manufacturer	Local / Small business certification				Total bid for listed person	Allocation of Equipment, Materials and Supplies
	LIABE	LBABE	SBE	VSBE		
<b>1. PRIME CONTRACTOR:</b> _____  Address: _____  City/State/Zip: _____  Phone/Fax #: _____  License #: _____  DIR Registration #: _____  Scope of Work: _____  _____					(Excluding all subcontractor bids)	Dollar value of items that Prime Contractor will incorporate into the Work with its own forces:  \$ _____

<p>2. Name: _____</p> <p>Address: _____</p> <p>City/State/Zip: _____</p> <p>Phone/Fax #: _____</p> <p>License #: _____</p> <p>DIR Registration #: _____</p> <p>Scope of Work: _____</p> <p>_____</p>						<p>PPE: \$ _____</p> <p>SPE: \$ _____</p>
<p>3. Name: _____</p> <p>Address: _____</p> <p>City/State/Zip: _____</p> <p>Phone/Fax #: _____</p> <p>License #: _____</p> <p>DIR Registration #: _____</p> <p>Scope of Work: _____</p> <p>_____</p>						<p>PPE: \$ _____</p> <p>SPE: \$ _____</p>
<p>4. Name: _____</p> <p>Address: _____</p> <p>City/State/Zip: _____</p> <p>Phone/Fax #: _____</p> <p>License #: _____</p> <p>DIR Registration #: _____</p> <p>Scope of Work: _____</p> <p>_____</p>						<p>PPE: \$ _____</p> <p>SPE: \$ _____</p>

<p>2. Name: _____</p> <p>Address: _____</p> <p>City/State/Zip: _____</p> <p>Phone/Fax #: _____</p> <p>License #: _____</p> <p>DIR Registration #: _____</p> <p>Scope of Work: _____</p> <p>_____</p>						<p>PPE: \$ _____</p> <p>SPE: \$ _____</p>
<p>3. Name: _____</p> <p>Address: _____</p> <p>City/State/Zip: _____</p> <p>Phone/Fax #: _____</p> <p>License #: _____</p> <p>DIR Registration #: _____</p> <p>Scope of Work: _____</p> <p>_____</p>						<p>PPE: \$ _____</p> <p>SPE: \$ _____</p>
<p>4. Name: _____</p> <p>Address: _____</p> <p>City/State/Zip: _____</p> <p>Phone/Fax #: _____</p> <p>License #: _____</p> <p>DIR Registration #: _____</p> <p>Scope of Work: _____</p> <p>_____</p>						<p>PPE: \$ _____</p> <p>SPE: \$ _____</p>

<p>2. Name: _____</p> <p>Address: _____</p> <p>City/State/Zip: _____</p> <p>Phone/Fax #: _____</p> <p>License #: _____</p> <p>DIR Registration #: _____</p> <p>Scope of Work: _____</p> <p>_____</p>						<p>PPE: \$ _____</p> <p>SPE: \$ _____</p>
<p>3. Name: _____</p> <p>Address: _____</p> <p>City/State/Zip: _____</p> <p>Phone/Fax #: _____</p> <p>License #: _____</p> <p>DIR Registration #: _____</p> <p>Scope of Work: _____</p> <p>_____</p>						<p>PPE: \$ _____</p> <p>SPE: \$ _____</p>
<p>4. Name: _____</p> <p>Address: _____</p> <p>City/State/Zip: _____</p> <p>Phone/Fax #: _____</p> <p>License #: _____</p> <p>DIR Registration #: _____</p> <p>Scope of Work: _____</p> <p>_____</p>						<p>PPE: \$ _____</p> <p>SPE: \$ _____</p>

**EXAMPLE ONLY** — The number of contractors and the amounts of the bid items listed below are illustrative only and are presented solely to assist proposers to accurately fill out the Port of Oakland Subcontractor and Supplier List Form. The example given is for a \$10,000,000 bid, with \$4,200,000 in listed subcontracts, with \$89,500 of PPE.

<b>Column A</b> Name and contact information of Prime Contractor (including any JV Partners), Subcontractor, Trucking Broker or product manufacturer	<b>Column B</b> Local / Small business certification				<b>Column C</b> Total bid for listed person	<b>Column D</b> Allocation of Equipment, Materials and Supplies
	LIABE	LBABE	SBE	VSBE		
<p>1. <b>PRIME CONTRACTOR:</b> <u>Prime Contractor, Inc.</u></p> <p>Address: <u>1234 Main Street</u></p> <p>City/State/Zip: <u>Anywhere, CA, 90000</u></p> <p>Phone/Fax #: <u>(415)-111-111</u></p> <p>License #: <u>100001</u></p> <p>DIR Registration #: <u>10000111</u></p> <p>Scope of Work: <u>Manage all construction work and perform all demolition, grading, paving, concrete, and metals work. Furnish bollards and manholes for subcontractors.</u></p>					<p>(Excluding all subcontractor bids)</p> <p><u>\$5,640,000.00</u></p>	<p>Dollar value of items that Prime Contractor will incorporate into the Work with its own forces:</p> <p><u>\$1,475,000.</u></p>
<p>2. Name: <u>Second Subcontractor's, Inc.</u></p> <p>Address: <u>2222 2nd Boulevard</u></p> <p>City/State/Zip: <u>Oakland CA 94600</u></p> <p>Phone/Fax #: <u>(510)-222-2222</u></p> <p>License #: <u>22222</u></p> <p>DIR Registration #: <u>20000222</u></p> <p>Scope of Work: <u>All electrical work including installing substations and conduits and pulling and splicing cables</u></p>	X		X		<p><u>\$2,900,000.00</u></p>	<p>PPE: \$ <u>0</u></p> <p>SPE: \$ <u>1,218,000</u></p>

3. Name: <u>Third Subcontractors, Inc.</u> Address: <u>3333 3rd Avenue</u> City/State/Zip: <u>Everywhere, CA, 3333</u> Phone/Fax #: <u>(925)-333-3333</u> License #: <u>333333</u> DIR Registration #: <u>30000333</u> Scope of Work: <u>Furnish and install all fencing and install bollards</u>		X			\$115,000.00	PPE: \$ <u>20,000</u> SPE: \$ <u>29,000</u>
4. Name: <u>Fourth Truckers USA</u> Address: <u>4444 4th Expressway</u> City/State/Zip: <u>Oakland, CA, 94600</u> Phone/Fax #: <u>(510)-444-4444</u> License #: _____ DIR Registration #: <u>40000444</u> Scope of Work: <u>Furnish and install all fencing and install bollards</u>	X			X	\$35,000.00	PPE: \$ <u>0</u> SPE: \$ <u>0</u>
5. Name: <u>Fifth Underground Subcontractors</u> Address: <u>555 5th Boulevard</u> City/State/Zip: <u>Somewhere, CA 95555</u> Phone/Fax #: <u>(925)-555-5555</u> License #: <u>555555</u> DIR Registration #: <u>50000555</u> Scope of Work: <u>Furnish and install sewer pipe and install manholes</u>		X			\$1,150,000.00	PPE: \$ <u>69,500</u> SPE: \$ <u>124,000</u>



## DIVISION 1 GENERAL REQUIREMENTS

### SECTION 01100

### **SUMMARY OF WORK**

#### **PART 1 - GENERAL**

##### **1.01 TABLE OF CONTENTS**

The following is a summary of the Contents of this Section:

- 1.01 Table of Contents
- 1.02 General
- 1.03 Bid Items
- 1.04 Work Site Conditions and Restrictions
- 1.05 Coordination
- 1.06 Construction and Demolition Debris Waste Reduction
- 1.07 Special Environmental Requirements
- 1.08 Security and Safety
- 1.09 Schedules
- 1.10 Jobsite Administration
- 1.11 Contractor and Engineer Joint Site Inspection Prior to Work
- 1.12 Permits
- 1.13 Lines and Levels
- 1.14 Submittals
- 1.15 Traffic Control
- 1.16 Protection of Existing Structures and Utilities
- 1.17 Project Meetings
- 1.18 Construction-Related Utility Service Coordination
- 1.19 Construction-Related Utility Shut Downs
- 1.20 Port Occupancy Prior to Acceptance
- 1.21 Site Cleanup
- 1.22 Project Completion, Closeout, and Warranties
- 1.23 Project Address
- 1.24 NOT USED
- 2.01 Contractor-Furnished Products
- 2.02 NOT USED
- 2.03 NOT USED

##### **1.02 GENERAL**

- A. The Work includes furnishing all labor, materials, appliances, tools, equipment, transportation, services and supervision required to grade and pave the unpaved areas of the project site, and to grind and pave the existing paved areas indicated on the plans, including, but not limited to: excavating, grinding, loading, hauling and disposing off site existing soil, aggregate base and asphalt pavement, and furnishing and installing new asphalt and striping; and performing all associated work, all in accordance with the Contract Documents.

- B. The Work of this Contract comprises construction of all the Work shown on the Port Plans AA-4279 and as described by the Contract Documents. Section 5.1, *Intent* of Document 00700, *General Conditions* describes tasks that comprise "Work."
- C. The Work to be performed under this Contract will be located in the Port Maritime area on properties owned by the Port along the San Francisco Bay and the Oakland Estuary. The Contractor must consider these environmental factors when constructing the Project.
- D. Unless provided otherwise in the Contract Documents, the Contractor assumes all risk of loss to the Work covered by the Contract Documents until the Port's Final Acceptance of the Work.
- E. This Section references other Documents and Sections included in the Contract Documents. The references may not be complete, but are given solely for the convenience of the bidders and the Contractor.

### 1.03 BID ITEMS

- A. The Port may delete any Bid Item in total or in part prior to or after award of the Contract without compensation in any form or adjustment of other Bid Items or prices therefore.
- B. Unit Prices will be measured and paid as per this Section and as per Section 01200, *Measurement and Payment*. Unit Prices will apply to Work covered by unit prices so long as actual quantities performed on the Project are between 75% and 125% of the estimated quantities referenced herein, unless otherwise stated elsewhere in Article 1.03 D of this Section. If actual quantities exceed these parameters, then the Unit Price will be adjusted in accordance with Section 01200.
- C. The price for each Bid Item will include the costs for all Work as shown on the Plans, and as described elsewhere in the Project Manual. The Work for each Bid Item is not necessarily limited to the actual written descriptions, but must include all other Work necessary to prepare, execute, and complete the described Work. The unit prices and lump sum prices paid for these items will be full compensation for all Work necessary to complete the Work described in each individual item.
- D. Bid Item Descriptions:

**ITEM 1:** **Mobilize and Demobilize** is a General Lump Sum Item. The lump sum price to be paid under this Item includes full compensation for accomplishing all work involved in the mobilization and demobilization.

Except as otherwise specified, mobilization consists of preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, temporary fence, and other facilities necessary for the work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various bid items on the project site.

Refer to Section 01200, *Measurement and Payment*, for progress payments for mobilization and demobilization.

**ITEM 2: Perform All Contract Work Other Than Work Separately Provided for under Other Bid Items** is a General Lump Sum Item. The Work of this Bid Item includes, but is not necessarily limited to performing all Work shown on the Plans or specified herein other than Work separately provided for under other Bid Items, providing all submittals not covered under other Bid Items, providing traffic control, clearing and grubbing, segregating phases with on site K-rail, developing health and safety plan signed and stamped by a registered CIH, developing and implementing a soil management program for the work, and any other phasing related items, construction project management and coordination, and general conditions support, constructing all utility connections, having an Environmental monitor on site during site work, and complying with the OAB specific Remedial Action Plan (RAP), Risk Management Plan (RMP), the Covenant to Restrict Use of Property (CRUP), Compliance with the SCA/MMRP, RWQCB Order No. R2-2004-0086, and Union Pacific and Kinder Morgan requirements for working within the vicinity of their facilities.

**ITEM 3: Provide Storm Water Pollution Prevention Plan and Perform All Storm Water Reporting Tasks** is a General Lump Sum Item. The Work of this Bid item includes developing and implementing a Storm Water Pollution Prevention Plan (SWPPP), including all permit registration documents and related inspections and report according to the requirements of Section 01345, *Storm Water Pollution Prevention, Erosion and Sediment Control*.

**ITEM 4: General Site Demolition** is a General Lump Sum Item. The lump sum prices includes compensation for furnishing all labor, materials, tools, equipment, transportation and incidentals for doing all the work associated with site demolition required or shown on the plans including, but not limited to, asphalt pavement (including miscellaneous milling as required to complete the work shown on the plans), concrete pavement, concrete pads, storage containers, equipment, bollards, indicator valves, and incidental items including loading, hauling and legal disposal (excluding soil) at a Port approved landfill.

This Bid Item includes loading and hauling of any **Excess** soils generated as a result of performing work related to this bid item to one or several separate stockpiles on site depending on visual appearance or odor, or as determined by the Soil Management Program. Soil testing will be paid for under Bid Item 15. Loading and hauling (for disposal) and actual disposal will be paid for under either Bid Item 15, Bid Item 39, Bid Item 40, or Bid Item 41 depending on test results.

*Excess soil shall be defined as all soil not reused to backfill trench per plan. Contractor shall make all reasonable efforts to reuse as much of the existing soil as possible before it becomes excess.*

**ITEM 5: Remove and Dispose of Railroad Track (TF)** is a Unit Price Item and will be measured and paid by the track foot (TF) of track (two rails) removed and disposed as shown on the plans or approved by the Engineer. Unit price to be paid under this Item includes full compensation for pavement demolition, excavation, removal of track, ties, spikes, tie plates, tie rods, and incidentals, loading, hauling and legal disposal of all waster material at a Port approved landfill.

The quantity of work under this item may vary from 50% to 150% of the estimated quantity without affecting the unit bid price.

**ITEM 6: Remove and Dispose of Sanitary Lift Station and Related Work** is a General Lump Sum Item. The lump sum price includes hazardous material abatement, removal and disposal of equipment, fire hydrant, wood pole, building demolition, foundation demolition and related sitework, plugging existing force main, filling wet well and vaults with Controlled Low Strength Material, backfill and grading as shown on the plans, and loading, hauling and legal disposal of all waste material (excluding soil) at a Port approved landfill.

This Bid Item includes loading and hauling of any **Excess** soils generated as a result of performing work related to this bid item to one or several separate stockpiles on site depending on visual appearance or odor, or as determined by the Soil Management Program. Soil testing will be paid for under Bid Item 15. Loading and hauling (for disposal) and actual disposal will be paid for under either Bid Item 15, Bid Item 39, Bid Item 40, or Bid Item 41 depending on test results.

*Excess soil shall be defined as all soil not reused to backfill trench per plan. Contractor shall make all reasonable efforts to reuse as much of the existing soil as possible before it becomes excess.*

**ITEM 7: Demolish Existing Sanitary Sewer Manhole (EA)** is a Unit Price Item and will be measured and paid by each (EA) sanitary sewer manhole demolished as indicated on the plans or approved by the Engineer. Unit price to be paid under this Item includes full compensation to demolish and remove the structure in its entirety, plug pipes entering the structure with Controlled Low Strength Material, including loading, hauling and legal disposal of all waste material (excluding soil) at a Port approved landfill.

This Bid Item includes loading and hauling of any **Excess** soils generated as a result of performing work related to this bid item to one or several separate stockpiles on site depending on visual appearance or odor, or as determined by the Soil Management Program. Soil testing will be paid for under Bid Item 15. Loading and hauling (for disposal) and actual disposal will be paid for under either Bid Item 15, Bid Item 39, Bid Item 40, or Bid Item 41 depending on test results.

*Excess soil shall be defined as all soil not reused to backfill trench per plan. Contractor shall make all reasonable efforts to reuse as much of the existing soil as possible before it becomes excess.*

The quantity of work under this item may vary from 50% to 150% of the estimated quantity without affecting the unit bid price.

**ITEM 8: Pulverize and Blend Existing Asphalt Pavement (SY)** is a Unit Price Item and will be measured and paid by the square yard (SY) for constructing a uniform compacted reclaimed pavement base ready to be paved by pulverizing the asphalt concrete pavement and underlying material per State Standard Specification Section 30-2.

The quantity of work under this item may vary from 50% to 150% of the estimated quantity without affecting the unit bid price.

**ITEM 9: Demolish Existing Storm Drain Inlet or Manhole (EA)** is a Unit Price Item and will be measured and paid by each (EA) drainage inlet or manhole demolished as indicated on the plans or approved by the Engineer. Unit price to be paid under this Item includes full compensation to remove inlet grate or manhole frames, plug pipes entering the structure with Controlled Low Strength Material, demolish and remove the structure in its entirety including loading, hauling and legal disposal of all waste material (excluding soil) at a Port approved landfill.

This Bid Item includes loading and hauling of any **Excess** soils generated as a result of performing work related to this bid item to one or several separate stockpiles on site depending on visual appearance or odor, or as determined by the Soil Management Program. Soil testing will be paid for under Bid Item 15. Loading and hauling (for disposal) and actual disposal will be paid for under either Bid Item 15, Bid Item 39, Bid Item 40, or Bid Item 41 depending on test results.

*Excess soil shall be defined as all soil not reused to backfill trench per plan. Contractor shall make all reasonable efforts to reuse as much of the existing soil as possible before it becomes excess.*

The quantity of work under this item may vary from 50% to 150% of the estimated quantity without affecting the unit bid price.

**ITEM 10: Demolish Existing Storm Drain Piping (LF)** is a Unit Price Item and will be measured and paid by linear foot (LF) of storm drain piping demolished as indicated on the plans or approved by the Engineer. Unit price to be paid under this Item includes full compensation for pavement removal, excavation, demolition, removal, loading, hauling and legal disposal of all waste material (excluding soil) at a Port approved landfill.

This Bid Item includes loading and hauling of any **Excess** soils generated as a result of performing work related to this bid item to one or several separate stockpiles on site depending on visual appearance or odor, or as determined by the Soil Management Program. Soil testing will be paid for under Bid Item 15. Loading and hauling (for disposal) and actual disposal will be paid for under either Bid Item 15, Bid Item 39, Bid Item 40, or Bid Item 41 depending on test results.

*Excess soil shall be defined as all soil not reused to backfill trench per plan. Contractor shall make all reasonable efforts to reuse as much of the existing soil as possible before it becomes excess.*

The quantity of work under this item may vary from 50% to 150% of the estimated quantity without affecting the unit bid price.

**ITEM 11: Adjust Existing Fire Hydrant to Grade (EA)** is a Unit Price Item to be measured and paid by each (EA) fire hydrant adjusted to new grade. The unit price includes full compensation for depressurizing the system, draining the line at the nearest operating storm drain, dechlorinating the water, demolishing concrete collar, disassembling hydrant, excavation, installing extension kit or replacing standpipe,

backfilling, installing new concrete collar, purging air, flushing and resetting hydrant, and pressurizing the testing the system.

The quantity of work under this item may vary from 50% to 150% of the estimated quantity without affecting the unit bid price.

**ITEM 12:**     **Adjust Existing Water Valve Box to Grade (EA)** is a Unit Price Item to be measured and paid by each (EA) water valve box adjusted to new grade. The unit price includes full compensation for demolishing concrete collar, disassembling valve box, excavation, adjusting or replacing valve box, setting the valve box, backfilling, installing new concrete collar, and resetting cover to new grade.

The quantity of work under this item may vary from 50% to 150% of the estimated quantity without affecting the unit bid price.

**ITEM 13:**     **Adjust Existing Drainage Inlet to Grade (EA)** is a Unit Price Item to be measured and paid by each (EA) drainage inlets adjusted to new grade. The unit price includes full compensation for excavation, removing/salvaging existing grate, adjusting inlet to new grade, backfilling, and resetting grate.  
The quantity of work under this item may vary from 0% to 200% of the estimated quantity without affecting the unit bid price.

**ITEM 14:**     **Site Grading** is a General Lump Sum Item. The lump sum price includes full compensation for excavation and filling (cut and fill), stockpiling on site, grading, compacting, testing on site aggregate base and soil. This bid item includes several rehandling efforts and placement of aggregate base between phases, and, grading pulverized and blended aggregate base as shown on the plans.

**ITEM 15:**     **Off Haul and Dispose Soil (Class 2 Contamination) (TON)** is a Unit Price Item measured by the ton of Class 2 Contaminated material disposed of offsite. The unit price shall be full compensation for testing to determine soil classification in accordance with Section 02100 "Special Site Work Requirements at the Oakland Army Base", loading, hauling, and disposing of the material offsite at the Port approved landfill, all per specifications, and as shown on plans.

The Contractor shall note that soil from various bid items will be stockpiled in separate stockpiles on site. Soil testing will be paid for under this bid item (Bid Item 15). This bid item will also pay for loading and hauling (for disposal) and actual disposal of any soil with test results showing a Class 2 classification only.

The Contractor shall note that "Soil Disposal" (including loading and hauling for disposal and actual disposal) will be paid for under either Bid Item 15, Bid Item 39, Bid Item 40, or Bid Item 41. The classification on the test results will determine which bid item among Bid Items 15, 39, 40, or 41 applies.

The quantity of work under this item may vary from 0% to 150% of the estimated quantity without affecting the unit bid price.

**ITEM 16:**     **Furnish and Install 12-Inch Storm Drain Piping (LF)** is a Unit Price Item to be measured and paid by the linear foot (LF). The unit price includes compensation for furnishing and installing the 12-inch storm drain piping and fittings, including, but not limited to, staking alignment, trenching, shoring, dewatering, protecting

existing utilities, loading and hauling **Excess** soil to one or several stockpile locations on site, furnishing and installing connections to existing storm drain system, removal and disposal of any old pipe off-site, sawcutting, excavation and off haul of existing pavement section as necessary, furnishing and installing pipe bedding material, backfilling, compacting and paving trench, per section 02315 "Trench Excavation and Backfill," and as shown on the plans.

This Bid Item includes loading and hauling of any **Excess** soils generated as a result of performing work related to this bid item to one or several separate stockpiles on site depending on visual appearance or odor, or as determined by the Soil Management Program. Soil testing will be paid for under Bid Item 15. Loading and hauling (for disposal) and actual disposal will be paid for under either Bid Item 15, Bid Item 39, Bid Item 40, or Bid Item 41 depending on test results.

*Excess soil shall be defined as all soil not reused to backfill trench per plan. Contractor shall make all reasonable efforts to reuse as much of the existing soil as possible before it becomes excess.*

For this bid item, Contractor shall also provide detailed As-Built information including, but not limited to, alignment, cover, pipe invert elevations and northing and easting at all structures and tie-in points in a table format.

The quantity of work under this item may vary from 50% to 150% of the estimated quantity without affecting the unit bid price.

**ITEM 17:** **Furnish and Install 18-Inch Storm Drain Piping (LF)** is a Unit Price Item to be measured and paid by the linear foot (LF). The unit price includes compensation for furnishing and installing the 18-inch storm drain piping and fittings, including, but not limited to, staking alignment, trenching, shoring, dewatering, protecting existing utilities, loading and hauling **Excess** soil to one or several stockpile locations on site, connections to existing storm drain system, removal and disposal of any old pipe off-site, sawcutting, excavation and off haul of existing pavement section as necessary, pipe bedding, backfilling, compacting and paving trench, per section 02315 "Trench Excavation and Backfill," and as shown on the plans. *Contractor shall replace any existing chain link fence or other improvements removed as part of the storm drain installation.*

This Bid Item includes loading and hauling of any **Excess** soils generated as a result of performing work related to this bid item to one or several separate stockpiles on site depending on visual appearance or odor, or as determined by the Soil Management Program. Soil testing will be paid for under Bid Item 15. Loading and hauling (for disposal) and actual disposal will be paid for under either Bid Item 15, Bid Item 39, Bid Item 40, or Bid Item 41 depending on test results.

*Excess soil shall be defined as all soil not reused to backfill trench per plan. Contractor shall make all reasonable efforts to reuse as much of the existing soil as possible before it becomes excess.*

For this bid item, Contractor shall also provide detailed As-Built information including, but not limited to, alignment, cover, pipe invert elevations and northing and easting at all structures and tie-in points in a table format.

The quantity of work under this item may vary from 50% to 150% of the estimated quantity without affecting the unit bid price.

**ITEM 18:**     **Furnish and Install 30-Inch Storm Drain Piping (LF)** is a Unit Price Item to be measured and paid by the linear foot (LF). The unit price includes compensation for furnishing and installing the 30-inch storm drain piping and fittings, including, but not limited to, staking alignment, trenching, shoring, dewatering, protecting existing utilities, loading and hauling Excess soil to one or several stockpile locations on site, furnishing and installing connections to existing storm drain system, removal and disposal of any old pipe off-site sawcutting, excavation and off haul of existing pavement section and curb and gutter as necessary,, pipe bedding, backfilling, compacting and paving trench, per section 02315 "*Trench Excavation and Backfill*," and as shown on the plans. *Contractor shall replace any existing curb and gutter, chain link fence, bioswale or other improvements removed as part of the storm drain installation.*

This Bid Item includes loading and hauling of any Excess soils generated as a result of performing work related to this bid item to one or several separate stockpiles on site depending on visual appearance or odor, or as determined by the Soil Management Program. Soil testing will be paid for under Bid Item 15. Loading and hauling (for disposal) and actual disposal will be paid for under either Bid Item 15, Bid Item 39, Bid Item 40, or Bid Item 41 depending on test results.

*Excess soil shall be defined as all soil not reused to backfill trench per plan. Contractor shall make all reasonable efforts to reuse as much of the existing soil as possible before it becomes excess.*

For this bid item, Contractor shall also provide detailed As-Built information including, but not limited to, alignment, cover, pipe invert elevations and northing and easting at all structures and tie-in points in a table format.

The quantity of work under this item may vary from 50% to 150% of the estimated quantity without affecting the unit bid price.

**ITEM 19:**     **Furnish and Install Drainage Inlet (EA)** will be measured by each (EA) drainage inlet installed and accepted in place. Unit price to be paid under this Item includes full compensation for excavation, trenching, shoring, dewatering, loading and hauling Excess soil to one or several stockpile locations on site, furnishing and installing inlet structure, concrete collars, frame and grate, and connections to storm drain system.

This Bid Item includes loading and hauling of any Excess soils generated as a result of performing work related to this bid item to one or several separate stockpiles on site depending on visual appearance or odor, or as determined by the Soil Management Program. Soil testing will be paid for under Bid Item 15. Loading and hauling (for disposal) and actual disposal will be paid for under either Bid Item 15, Bid Item 39, Bid Item 40, or Bid Item 41 depending on test results.



*Excess soil shall be defined as all soil not reused to backfill trench per plan. Contractor shall make all reasonable efforts to reuse as much of the existing soil as possible before it becomes excess.*

For this bid item, Contractor shall also provide detailed As-Built information including, but not limited to, final grate elevation, final pipe invert elevations for each pipe entering and exiting the structure, and final northings/eastings of each structure.

The quantity of work under this item may vary from 50% to 150% of the estimated quantity without affecting the unit bid price.

**ITEM 20:**     **Furnish and Install Storm Drain Manhole (EA)** will be measured by each (EA) manhole installed and accepted in place. Unit price to be paid under this Item includes full compensation for excavation, trenching, shoring, dewatering, testing, loading and hauling **Excess** soil to one or several stockpile locations on site, furnishing and installing manhole, frame and cover, and connections to the storm drain system.

This Bid Item includes loading and hauling of any **Excess** soils generated as a result of performing work related to this bid item to one or several separate stockpiles on site depending on visual appearance or odor, or as determined by the Soil Management Program. Soil testing will be paid for under Bid Item 15. Loading and hauling (for disposal) and actual disposal will be paid for under either Bid Item 15, Bid Item 39, Bid Item 40, or Bid Item 41 depending on test results.

*Excess soil shall be defined as all soil not reused to backfill trench per plan. Contractor shall make all reasonable efforts to reuse as much of the existing soil as possible before it becomes excess.*

For this bid item, Contractor shall also provide detailed As-Built information including, but not limited to, final rim elevation, final pipe invert elevations for each pipe entering and exiting the structure, and final northings/eastings of each structure.

The quantity of work under this item may vary from 50% to 150% of the estimated quantity without affecting the unit bid price.

**ITEM 21:**     **Furnish and Install Storm Drain Cleanout (EA)** will be measured by each (EA) cleanout installed and accepted in place. Unit price to be paid under this Item includes full compensation for excavation, trenching, shoring, dewatering, loading and hauling **Excess** soil to one or several stockpile locations on site, furnishing and installing cleanout, cover, and connections to the storm drain system.

This Bid Item includes loading and hauling of any **Excess** soils generated as a result of performing work related to this bid item to one or several separate stockpiles on site depending on visual appearance or odor, or as determined by the Soil Management Program. Soil testing will be paid for under Bid Item 15. Loading and hauling (for disposal) and actual disposal will be paid for under either Bid Item 15, Bid Item 39, Bid Item 40, or Bid Item 41 depending on test results.

*Excess soil shall be defined as all soil not reused to backfill trench per plan. Contractor shall make all reasonable efforts to reuse as much of the existing soil as possible before it becomes excess.*

For this bid item, Contractor shall also provide detailed As-Built information including, but not limited to, final cover elevation, invert elevation, and final northings/eastings of each cleanout and connections to the storm drain system. The quantity of work under this item may vary from 50% to 150% of the estimated quantity without affecting the unit bid price.

**ITEM 22:** **Furnish and Install Bioretention Swale (SY)** is a Unit Price Item to be measured and paid by the square yard (SY). Measurement shall be based on the plan area, not the slope area. The unit price includes excavation, fill, grading, dewatering, shoring if any, loading and hauling Excess soil to one or several stockpile locations on site, placement of perforated pipe, bedding materials, impervious liner, amended soil, permeable material, crushed stone, vegetation and rock check dams, plant establishment period and 18 months maintenance as shown on the plans and as specified in Section 02635, "Bioretention Facilities".

This Bid Item includes loading and hauling of any Excess soils generated as a result of performing work related to this bid item to one or several separate stockpiles on site depending on visual appearance or odor, or as determined by the Soil Management Program. Soil testing will be paid for under Bid Item 15. Loading and hauling (for disposal) and actual disposal will be paid for under either Bid Item 15, Bid Item 39, Bid Item 40, or Bid Item 41 depending on test results.

*Excess soil shall be defined as all soil not reused to backfill trench per plan. Contractor shall make all reasonable efforts to reuse as much of the existing soil as possible before it becomes excess.*

For this bid item, Contractor shall also provide detailed As-Built information including, but not limited to, final invert and flow line elevations every 20 feet, and final northings/eastings of each structure.

The quantity of work under this item may vary from 50% to 150% of the estimated quantity without affecting the unit bid price.

**ITEM 23:** **Furnish and Install Vegetated Swale (SY)** is a Unit Price Item to be measured and paid by the square yard (SY). Measurement shall be based on the plan area not the slope area. The unit price includes excavation, fill, grading, loading and hauling Excess soil to one or several stockpile locations on site, vegetation, plant establishment period and 18 months maintenance as shown on the plans and as specified in Section 02300, "Earthwork".

This Bid Item includes loading and hauling of any Excess soils generated as a result of performing work related to this bid item to one or several separate stockpiles on site depending on visual appearance or odor, or as determined by the Soil Management Program. Soil testing will be paid for under Bid Item 15. Loading and hauling (for disposal) and actual disposal will be paid for under either Bid Item 15, Bid Item 39, Bid Item 40, or Bid Item 41 depending on test results.

*Excess soil shall be defined as all soil not reused to backfill trench per plan. Contractor shall make all reasonable efforts to reuse as much of the existing soil as possible before it becomes excess.*

For this bid item, Contractor shall also provide detailed As-Built information including, but not limited to, flow line alignment and elevations every 20ft and final northings/eastings of each structure.

The quantity of work under this item may vary from 50% to 150% of the estimated quantity without affecting the unit bid price.

**ITEM 24:**     **Furnish and Install Aggregate Base (CY)** is a Unit Price Item to be measured and paid by the cubic yard (CY). The unit price includes subgrade preparation, placement of aggregate base, and compaction per Section 02300, "*Earthwork*" and as shown on the plans. Aggregate Based must be certified virgin from a quarry in accordance with Section 02100, "*Special Site Work Requirements at the Oakland Army Base*".

The quantity of work under this item may vary from 0% to 150% of the estimated quantity without affecting the unit bid price.

**ITEM 25**     **Furnish and Install Asphalt Concrete Pavement (TON)** is a Unit Price Item to be measured and paid by the ton (TON). The unit price includes furnishing, hauling, placing, compacting, quality control, and finishing asphalt pavement including grinding and transverse taper as shown on the plans, per Section 02740 "*Asphalt Concrete Pavement*" and as shown on the plans.

The quantity of work under this item may vary from 50% to 150% of the estimated quantity without affecting the unit bid price.

**ITEM 26:**     **Remove and Re-Install K-Rail (LF)** is a Unit Price Item to be measured and paid by the linear footage of existing K-Rail (actual liner footage of k-rails without spacing) temporarily removed, stored, and reinstalled. This Item includes removing, temporarily stockpiling/storing, reinstalling, interconnecting and anchoring concrete K-Rail, as shown on the Plans. The price shall include furnishing and installing stakes as shown on the drawings.

The quantity of work under this item may vary from 50% to 150% of the estimated quantity without affecting the unit bid price.

**ITEM 27:**     **Remove and Re-Install 8' Wheel Stop (EA)** is a Unit Price Item and will be measured and paid by each (EA) concrete wheel stop temporarily removed, stored, and reinstalled. Existing wheel stops are both stockpiled on site and installed and pinned within some parking stalls, as shown on the plans Contractor to provide the Engineer with an inventory of existing wheel stops prior to starting work. This Item includes removing, temporarily stockpiling/storing, reinstalling, and anchoring concrete Wheel Stops, as shown on the Plans. The price shall include furnishing and installing dowels as shown on the plans.

The quantity of work under this item may vary from 50% to 200% of the estimated quantity without affecting the unit bid price.

**ITEM 28:**     **Furnish and Install New K-Rail (LF)** is a Unit Price Item to be measured and paid by the linear footage (LF) for new K-Rail furnished and installed as approved by the Resident Engineer. This Item includes furnishing, installing, interconnecting and anchoring concrete K-Rail, as shown on the Plans.

The quantity of work under this item may vary from 0% to 200% of the estimated quantity without affecting the unit bid price.

**ITEM 29:**     **Furnish and Install New Wheel Stop (EA)** is a Unit Price Item to be measured and paid by each (EA) for new wheel stops furnished and installed as approved by the Engineer. The Contractor shall not order any new wheel stops without written authorization from the Resident Engineer. This Item includes furnishing, installing, and anchoring concrete wheel stops, as shown on the Plans. Contractor shall not order any new wheel stops without written authorization from the Resident Engineer. This is an allowance item and will be at the direction of the resident engineer.

The quantity of work under this item may vary from 0% to 200% of the estimated quantity without affecting the unit bid price.

**ITEM 30:**     **Furnish and Install Pavement Striping and Markings** is a General Lump Sum Item. The Work of this bid item includes layout, cat tracking and installing two coats of traffic paint for pavement markings, stencils, and lane lines per the Plans. Striping shall conform to Section 02580, "*Pavement Markings*".

**ITEM 31:**     **Furnish and Install Exterior Light Pole Protection (EA)** is a Unit Price Item to be measured and paid by each (EA) for exterior light pole protection furnished and installed as shown on the Plans and approved by the Engineer. The unit price includes full compensation for furnishing all materials, excavation, installing corrugated metal sleeve, placing concrete, curing, and backfilling.

The quantity of work under this item may vary from 50% to 150% of the estimated quantity without affecting the unit bid price.

**ITEM 32:**     **Furnish and Install Interior Light Pole Protection (EA)** is a Unit Price Item to be measured and paid by each (EA) for interior light pole protection furnished and installed as shown on the Plans and approved by the Engineer. The unit price includes full compensation for furnishing all materials, excavation, installing pressure treated lumber, and backfilling.

The quantity of work under this item may vary from 50% to 150% of the estimated quantity without affecting the unit bid price.

**ITEM 33:**     **Furnish and Install Concrete Curb and Gutter (LF)** is a Unit Price Item to be measured and paid by the linear footage of concrete curb and gutter installed as shown on the Plans and approved by the Engineer. The unit price includes full compensation for furnishing all labor, materials, tools and equipment involved in excavation, forming and installing concrete curb and gutter.

The quantity of work under this item may vary from 50% to 150% of the estimated quantity without affecting the unit bid price.

**ITEM 34:**     **Remove and Re-Install Chain Link Fence (LF)** is a Unit Price Item to be measured and paid by the linear footage of existing Chain Link Fence temporarily removed and reinstalled. This Item includes removing, temporarily stockpiling, reinstalling, interconnecting and anchoring Chain Link Fence, as shown on the Plans.

The quantity of work under this item may vary from 0% to 200% of the estimated quantity without affecting the unit bid price.

**ITEM 35:**     **Preparation, Cleaning, Sweeping and Crack Seal** is a General Lump Sum Item. The Lump Sum price shall be full compensation for providing all labor, equipment, materials, and incidentals for all work associated with cleaning, sweeping, performing all necessary activities to remove oxidized pavement, loose aggregate, vegetation and foreign debris, and applying crack seal. Contractor shall protect in place all utilities, utility covers, survey monuments in well, and other miscellaneous concrete structures within the project limits. Work performed under this bid item shall conform to the State of California Department of Transportation (CALTRANS) Standard Specification 2018 Section 37-6; however, Section 37-6.04 does not apply.

**ITEM 36:**     **Preparation, Furnishing and Installation of Slurry Seal Type III (SY)** is a Unit Price Item to be measured and paid by the square yard of slurry seal installed as indicated on the plans. Prior to starting work, Contractor shall verify all controlling field dimensions. Unit price to be paid under this item includes full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in preparing the surface, furnishing and placing of the slurry seal complete in place, and protecting the slurry seal until it has set, in accordance with Section 02744 *Slurry Seal – Polymer Modified* of the Specifications.

The quantity of Preparation, Furnishing, and Installation of Slurry Seal Type III (SY) under this item may vary from 50% to 150% of the estimated quantity without affecting the unit bid price.

**ITEM 37:**     **Full Depth Asphalt Section Replacement (SF)** is a Unit Price Item to be measured and paid by the square foot (SF). The unit price includes sawcutting, excavation removal and disposal at a Port approved landfill of existing damaged pavement and aggregate base, furnishing and installing 12" virgin class II aggregate base and 6" asphalt concrete pavement including tack coat, furnishing, hauling, placing, compacting, quality control, and finishing asphalt pavement per Section 02740 "*Asphalt Concrete Pavement*" as directed by the Engineer. This work will be done at the direction and discretion of the Engineer.

The quantity of Full Depth Asphalt Section Replacement (SF) installed under this item may vary from 0% to 200% of the estimated quantity without affecting the unit bid price.

**ITEM 38:**     **3" Grind and Asphalt Overlay (SF)** is a Unit Price Item to be measured and paid by the square foot (SF). The unit price includes sawcutting, grinding and disposal at a Port approved landfill of existing asphalt concrete pavement and installing 3" asphalt concrete pavement including tack coat, furnishing, hauling, placing, compacting, quality control, and finishing asphalt pavement per Section 02740

*“Asphalt Concrete Pavement”* as directed by the Engineer. This work will be done at the direction and discretion of the Engineer.

The quantity of 3” Grind and Asphalt Overlay (SF) installed under this item may vary from 0% to 200% of the estimated quantity without affecting the unit bid price.

**ITEM 39:**     **Off Haul and Dispose Soil (Non-Hazardous) (TON)** is a Unit Price Item measured by the Ton of Non-Hazardous material disposed of offsite. The unit price shall be full compensation for loading, hauling and disposing of the material offsite, as shown on the plans.

The Contractor shall note that soil from various bid items will be stockpiled in separate stockpiles on site. Soil testing will be paid for under Bid Item 15. This bid item (39) will pay for loading and hauling (for disposal) and actual disposal of any soil with test results showing a Non-Hazardous classification only.

The Contractor shall note that “Soil Disposal” (including loading and hauling for disposal and actual disposal) will be paid for under either Bid Item 15, Bid Item 39, Bid Item 40, or Bid Item 41. The classification on the test results will determine which bid item among Bid Items 15, 39, 40, or 41 applies.

The quantity of soil disposed of under this item may vary from 0% to 200% of the estimated quantity without affecting the unit bid price.

**ITEM 40:**     **Off Haul and Dispose Soil (Class 1, Non-RCRA) (TON)** is a Unit Price Item measured by the Ton of Class 1, Non-RCRA material disposed of offsite. The unit price shall be full compensation for loading, hauling and disposing of the material offsite, as shown on the plans.

The Contractor shall note that soil from various bid items will be stockpiled in separate stockpiles on site. Soil testing will be paid for under Bid Item 15. This bid item (40) will pay for loading and hauling (for disposal) and actual disposal of any soil with test results showing a Class 1, Non-RCRA classification only.

The Contractor shall note that “Soil Disposal” (including loading and hauling for disposal and actual disposal) will be paid for under either Bid Item 15, Bid Item 39, Bid Item 40, or Bid Item 41. The classification on the test results will determine which bid item among Bid Items 15, 39, 40, or 41 applies.

The quantity of soil disposed of under this item may vary from 0% to 200% of the estimated quantity without affecting the unit bid price.

**ITEM 41:**     **Off Haul and Dispose Soil (Class 1, RCRA) (TON)** is a Unit Price Item measured by the Ton of Class 1, RCRA material disposed of offsite. The unit price shall be full compensation for loading, hauling and disposing of the material offsite, as shown on the plans.

The Contractor shall note that soil from various bid items will be stockpiled in separate stockpiles on site. Soil testing will be paid for under Bid Item 15. This bid item (41) will pay for loading and hauling (for disposal) and actual disposal of any soil with test results showing a Class 1, RCRA classification only.

The Contractor shall note that "Soil Disposal" (including loading and hauling for disposal and actual disposal) will be paid for under either Bid Item 15, Bid Item 39, Bid Item 40, or Bid Item 41. The classification on the test results will determine which bid item among Bid Items 15, 39, 40, or 41 applies.

The quantity of soil disposed of under this item may vary from 0% to 200% of the estimated quantity without affecting the unit bid price.

#### 1.04 WORK SITE CONDITIONS AND RESTRICTIONS

- A. Access: The Contractor shall access the site from 14<sup>th</sup> Street or Maritime Street. Internal Site Access shall be phased in accordance with the plans.
- B. Parking: The Contractor's employees may park company vehicles in the designated Contractor staging area as specified on the project plans.
- C. Storage: The Contractor may store equipment and materials used on the project at the Site in areas as shown on the Plans or as designated by the Engineer. As per Subsection 16.1.2 of Document 00700, the Contractor is responsible for the security of material and equipment stored at the Site, and must confine all storage of products and equipment to those areas as allowed by these Contract Documents.
- D. Working Hours:
  - 1. For Working Hours requirements, refer to Section 15.1, *Time Allowances for Performance of the Work*, of Document 00700, particularly Subsections 15.1.4 through 15.1.6.
  - 2. Notwithstanding the allowances described in 15.1.5 of Document 00700, the Contractor may request that the work period be extended beyond eight (8) hours per day, and for all seven days of the week. Such requests, however, are subject to the approval of the Engineer, the Port's Risk Management Division, and the Port's Environmental Health and Safety Specialist.
  - 3. Normal working hours will be between the hours of Monday through Friday, 7 a.m. through 5 p.m. If desiring to work during nights, early mornings, or holidays, the Contractor must apply and obtain approval for off-hours Site access from the Engineer.
  - 4. All Contract Work, whether it is performed in normal business hours or non-business hours, will be considered included in the Contract bid price.
- E. Hauling: Haul routes shall be on public streets and highways.
- F. Construction Organization:
  - 1. The Contractor must plan, prepare, and organize each work shift so as to bring all necessary workforce, equipment, work trucks, and general conditions items - including sanitary facilities and adequate water supplies - into the work zone at the beginning of the shift. The Contractor's

Employees must not make avoidable repeated trips in and out of the work zone during a work shift.

2. At the end of a work shift, the Contractor must clean up the work zone. The Contractor must return all equipment, supplies and incidentals to any prescribed or approved staging areas at the end of each work shift, unless otherwise allowed by the Engineer, and not including those items necessary for a work shift immediately following the concluding shift.

## 1.05 COORDINATION

For all coordination requirements, refer to Section 6, *Construction Work by Port or by Separate Contractors*.

### A. General:

1. All of the Contractor's coordination with other contractors working on other projects, Port tenants, and Port forces must be through the Engineer (refer to Document 00700, Section 6.3, *Port Authority over Coordination*).
2. Refer to Subsection 15.4.1 of Document 00700 for the Port's right to sequence the Work as a consequence of the Contractor's failure to coordinate and cooperate.

- B. Work under Other Contracts: As per Document 00700, Section 6.2, *Mutual Responsibility*, the Contractor must coordinate the Work with construction work, at or adjacent to the Site, performed by the Port, other contractors, or utilities.

Construction Work at or adjacent to the Site includes, but is not necessarily limited to the following:

1. Centerpoint Landing – 14<sup>th</sup> Street Improvements
2. Truck Charging Stations at Shippers Transport Express (STE)
3. 7<sup>th</sup> Street Grade Separation East

- C. Other Activities: The activities described below are anticipated to be in progress by others on or adjacent to the Site before and during the Work under this Contract. The Contractor must coordinate the Work fully and must coordinate shared access fully with others performing these other activities and other work.

1. On-Going Tenant Operations
2. On-going Maintenance Operations
3. Construction of miscellaneous site improvements by the Port or its tenant



D. Container and Rail Terminal Operations:

Active container terminals and railyards commonly operate between 8:00 AM to 5:00 PM weekdays, and on occasion, outside of those hours and on Saturdays and Sundays. At the railyards and terminals, trains and ships are loaded and unloaded and containers are moved in and out by trucks and other equipment. The exact scope and scheduling of these activities cannot be accurately predicted.

1. Railyard and terminal operations must continue uninterrupted during the time of this Contract. The Contractor must schedule all Work of this Contract so as to avoid conflicts with terminal activity.
2. The Contractor must not obstruct or in any way interfere with railyard or container terminal operation without prior approval of the Engineer.
3. The following terminal activities are anticipated to be in progress on or adjacent to the work sites during the work under this Contract:
  - a. Industrial traffic within railyards and terminals.
  - b. Container handling operations within railyards and terminals.
  - c. Shipping operations within railyards and terminals.

1.06 CONSTRUCTION AND DEMOLITION DEBRIS WASTE REDUCTION

In accordance with the Port of Oakland Resolution No. 01197, included as Attachment 1 to Document 00455, *Construction and Demolition Debris Waste Reduction Requirements*, at least 50% of construction and demolition debris resulting from the project must be diverted from landfill. The City of Oakland has construction and demolition debris waste recycling goals of 65% of all construction debris, and 100% of all asphalt and concrete waste. To meet these goals, the Contractor must complete and submit the City of Oakland recycling forms as specified below, and must satisfy any waste reduction requirements established by the City of Oakland pursuant to the building permit.

- A. The Contractor must complete the Construction and Demolition Debris Waste Reduction and Recycling Plan form (WRRP form), included in the Project Manual as Attachment 2 to Document 00455, and submit it with the Bid, in accordance with the provisions of Document 00200, *Instructions to Bidders*.
- B. The Construction and Demolition Debris Material Tracking Sheet and Construction and Demolition Debris Recycling Planning Sheet, included in the Project Manual as Attachments 3A and 3B to Document 00455, are provided for Contractor's convenience. Use of these sheets is optional.
- C. At the conclusion of the Project and prior to final inspection by the Port, the Contractor must, in accordance with the provisions of Resolution 01197, Section 7(a), complete the Construction and Demolition Debris Recycling Summary Report form (SR), included in the Project Manual as Attachment 4 to Document 00455, and submit said form to:

Port of Oakland  
Permit Coordinator

530 Water Street, 2<sup>nd</sup> Floor  
Oakland, CA 94607

## 1.7 SPECIAL ENVIRONMENTAL REQUIREMENTS

Refer to Section 16.8, *Environmental Controls* of Document 00700, and Section 01340, *Safety and Environmental Submittals*.

- A. Refer to the permit requirements described in Article 1.12 of this Section.
- B. The Contractor must complete all submittals as required by Section 01340, *Safety and Environmental Submittals*, and must not commence Work without approval by the Port. The Contractor must comply fully with the requirements of such approved submittals and all other requirements of the Contract Documents that apply to such activities.
- C. requires the Contractor to remove, handle, transport and dispose of contaminated and hazardous substances.
- D.
  - 1. Within the Oakland Army Base, Economic Development Conveyance (OAB) area, the Contractor must perform all Work in accordance with Section 01335, *Oakland Army Base Standard Conditions of Approval and Mitigation Monitoring and Reporting Program (SCA/MMRP) Design and Construction Related Measures*.
  - 2. The Contractor must adhere to all restrictions or requirements in the *Final Remedial Action Plan (RAP) and Risk Management Plan (RMP)*, *Oakland Army Base, Oakland, California*, prepared for the Oakland Base Reuse Authority and Department of Toxic Substances Control, California Environmental Protection Agency, prepared by Erier and Kalinowski, Inc., dated September 27, 2002 and the incorporated Risk Management Plan (Appendix E to the final RAP). The RAP is available from the Port as well as at:  
  
<http://www2.oaklandnet.com/Government/o/CityAdministration/d/NeighborhoodInvestment/o/OaklandArmyBase/DOWD008823>
- E. The Contractor must prepare and submit a Storm Water Pollution Prevention Plan (SWPPP) as per the requirements of Section 01345, *Storm Water Pollution Prevention, Erosion and Sediment Control*, and must execute the approved SWPPP during performance of the Work.

## 1.08 SECURITY AND SAFETY

Refer to Section 16.2, *Protection of Work, Persons, and Property* and Section 16.3, *Responsibility for Safety and Health* of Document 00700, Document 00831, *Construction Safety Standard Manual*, Section 01340, *Safety and Environmental Submittals*, and Section 01343, *Safety Program and Safety Representative Requirements*.

- A. The Contractor will be responsible for security of the Work and of equipment and materials at the Site.
- B. The Contractor must, at all times, exercise control over any persons or vehicles, other than from regulating agencies, visiting the work site of its activities.
- C. For trench shoring requirements, refer to Section 16.9, *Trench Safety Plan* of Document 00700, and Section 02260, *Excavation Support Systems*.

#### 1.09 SCHEDULES

- A. The Contractor must follow the requirements of Section 01320, *Construction Schedules and Reports*.

#### 1.10 JOBSITE ADMINISTRATION

The Contractor must adequately and continuously administer the Work at the Site in accordance with Section 01310, *Jobsite Administration*.

- A. Contractor's Field Office:
  - 1. Notwithstanding the requirements of Section 10.2, *Contractor's Office at the Work Site*, Document 00700, for this Project the Contractor is not required to maintain an office at the Site, but must keep and maintain all documents necessary to construct the project at the Site or in a work vehicle adjacent to the Site and immediately accessible.
  - 2. Not having a designated office at the Site does not relieve the Contractor of posting signs and information as required by regulatory agencies, Section 01310, *Jobsite Administration*, and other Documents and Sections included in the Contract Documents.

#### 1.11 CONTRACTOR AND ENGINEER JOINT SITE INSPECTION PRIOR TO WORK

Prior to commencement of Work, the Contractor and the Port must jointly survey the area adjacent to the Project area making permanent note and record of such existing damage at or adjacent to the Site. This record will serve as a basis for determination of subsequent damage to structures, conditions or other existing improvements due to the Contractor's operations. All parties making the survey must sign the official record of existing damage. The Contractor must report cracks, sags, or damage of any nature to the adjacent Project area, not noted in the original survey but subsequently noted, immediately to the Engineer.

#### 1.12 PERMITS

All Contract Work must conform strictly to all permits, authorizations and requirements. Refer to Section 13.1, *Laws and Regulations* and Section 13.2, *Permits and Taxes*, of Document 00700, *General Conditions*, Section 01410, *Regulatory Requirements*, and Section 01411, *Regulatory Requirements for Hazardous Materials*.

- A. The Port will make available on-line copies of applicable permits, authorizations and requirements, including mitigations adopted by the Board of Port Commissioners, that have been issued prior to the time of the Bid.

- B. The Port will provide to the Contractor copies of permits, authorizations and requirements relevant to this Contract that have been issued to the Port by the regulatory agencies or that have been adopted by the Board of Port Commissioners.
- C. The Contractor is responsible for coordinating and cooperating with the Port to fulfill the terms of all applicable permits, authorizations, and requirements, including those issued after award of the Contract.
- D. The Contractor is responsible for the costs and results of all delays and fines resulting from the Contractor's failure to comply with the permits, authorizations and requirements.
- E. The Port has applied to the Building Services Department of the City of Oakland for building permits for the proposed demolition Work, and has applied for trade permits required for plan check. The Contractor must obtain said permits, and any other required permits that have not been applied for by the Port, and must pay all remaining fees due. The Contractor must submit copies of all permits to the Engineer prior to commencing Work. The Contractor must provide any required submittals that may be necessary for the City to complete plan review. The Port will reimburse all applicable permit fees to the Contractor as per Paragraph 13.2.1 of Document 00700.
- F. If any new Environmental Permit or addendum to an existing permit applicable to the Work is issued after the time of opening of Bids, and changes to the Work are required in order to comply with new permit requirements, the Contractor may request additional compensation for such changes, pursuant to Document 00700, *General Conditions*, provided that: Such changes materially alters the Work in the Contract Documents; and such change could not be reasonably expected by the Contractor given the ordinarily encountered and generally recognized conditions under similar permits as the Environmental Permits that inherently apply to the performance of the Work provided in the Contract Documents.
  - 1. The Contractor must pay all costs of evaluating the implications for the Work of the terms, conditions and restrictions of the Environmental Permits, and of responding to any Requests for Proposals or Field Changes of Port that are issued in connection with the issuance of the Environmental Permits.
  - 2. Subject to the foregoing, the provisions of Section 01250, *Modification Procedures*, apply to any change in scope of the Work arising from the issuance of the Environmental Permits.
- G. As per Subsection 9.2.2 of Document 00700, the Contractor has full responsibility for arranging and obtaining inspections, tests, or approvals from permitting bodies as required, and furnishing the Port with the with the required certificates of inspection or approval.
- H. Permits applying to the Work will not limit or restrict the obligation of the Contractor in the performance of the Work to comply with any and all other permits that are described in the Contract Documents or that apply to the performance of the Work.

### 1.13 LINES AND LEVELS

The Contractor will be responsible for the Project lines and levels. For additional survey requirements, refer to Section 11.2, *Monument Preservation, Contractor's Lines and Grades, Measurements* of Document 00700, *General Conditions* and Section 01720, *Surveying Requirements*.

- A. The Contractor must employ a licensed Land Surveyor to establish and maintain all lines and levels necessary for the location and construction of the Work.
- B. The Contractor must verify the levels shown on Plans with existing levels and notify the Port of any discrepancies before proceeding with the Work.

### 1.14 SUBMITTALS

The Contractor must provide all submittals for the Port's review in accordance with Section 01330, *Submittals*. The required submittals for this project are generally, but not necessarily completely, compiled in Section 01331, *List of Submittals*.

### 1.15 TRAFFIC CONTROL

Refer to Document 00700, Section 16.5, *Use of Roadways and Walkways*.

Prior to any Work requiring traffic control, the Contractor must submit a Traffic Control Plan as per the requirements of Section 01556, *Traffic Control*. Upon approval of the Traffic Control Plan, the Contractor must comply with its requirements.

### 1.16 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

Refer to Section 8.4, *Existing Utilities*, Section 13.4, *Notice of Concealed or Unknown Conditions*, and Section 16.2, *Protection of Work, Persons, and Property* of Document 00700 and Section 01725, *Preservation of Property*.

- A. As per 8.4.3 of Document 00700, prior to performing Work at the Site, the Contractor must layout the locations of all known existing utilities and other significant known underground structures.
- B. As per 13.4.1 of Document 00700, the Contractor is fully responsible for locating and protecting underground facilities, and the Contractor must:
  - 3. As per 01330, *Submittals*, submit an Underground Facility Location and Protection Plan. At minimum, the Plan should include provisions for:
    - a. Notifying Underground Service Alert (USA)
    - b. Locating all other underground facilities that members of USA will not or cannot locate.

4. As per 01330, *Submittals*, submit records of all underground facilities located from the execution of the accepted Underground Facility Location and Protection Plan.
  5. Protect all underground known and discovered facilities as per the approved accepted Underground Facility Location and Protection Plan, and as required.
- C. As shown on the Plans, and as directed by the Engineer, the Contractor must pothole to locate utilities.
1. Prior to the start of Work, the Contractor must attend a Pre-Work Pothole Meeting with the Engineer to confirm pothole locations. This meeting will take place after USA markings have been completed.
  2. The Contractor must record all measurements taken from the top of the utility to the existing pavement surface. Measure to the nearest 0.1 foot.
  3. When potholing, the Contractor must:
    - a. Provide all special equipment, skilled personnel, and location services.
    - b. Provide traffic control, including materials, labor, and equipment in accordance with the requirements of the appropriate jurisdictions.
    - c. Neatly cut and remove existing pavement, generally 12" square for depths to 10 feet.
    - d. Remove the soil above the utility using vacuum excavation and compressed air to loosen the material, in order to safely expose the top of the utility. Provide dust control. The Contractor must not inject water during potholing without the written approval of the Engineer.
    - e. Backfill and compact with Class 2 aggregate base, and in paved areas, re-surface with cold asphalt to match the existing pavement section.
    - f. Clean up site after completion of work.
    - g. Furnish and install PK nails and high visibility "whiskers" in paved areas, and stakes in unpaved areas, directly above the center-line of the utility.
    - h. Provide a table that indicates the utility reference number, description of the utility including size and material.
- D. The Plans indicate existing above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, hot water and other similar items and utilities that are known to the Port. All utilities shown on the Plans are shown in their approximate locations.
- E. The Contractor, at its own expense, must repair all damage to roadways resulting from the Contractor's hauling operation or other construction activities.

## 1.17 PROJECT MEETINGS

- A. The Contractor must attend weekly Progress Meetings as described in Section 01315, *Project Meetings*. The Port or the Engineer may also schedule daily meetings at the Engineer's prerogative and as required by the nature of the Work.
- B. In addition to the meetings listed in Section 01315, the Specifications may also include other required meetings C. Prior to mobilization, the Contractor and the Engineer must hold a Site Mobilization Meeting at the Project Site. Topics may include:
  - 1. Site access.
  - 2. Environmental controls, including those required by the Approved Storm Water Pollution Prevention Plan (SWPPP).
  - 3. Materials and equipment storage areas.
  - 4. The Contractor's use of existing facilities.
  - 5. Coordination with Port tenants, Port Staff, and other contractors.
  - 6. Boundaries of Work areas.
  - 7. Traffic Control
  - 8. Existing utilities, structures, monuments, and observation wells.
- D. Prior to a utility shutdown, the Engineer and the Contractor must hold a Utility Shutdown Coordination Meeting as per Article 1.19 of this Section.

## 1.18 CONSTRUCTION-RELATED UTILITY SERVICE COORDINATION

- A. If prosecution of the Work requires utility services for the Contractor's use during construction, the Contractor must verify and establish these construction utility services from the appropriate private or municipal utility companies.
- B. The Contractor is solely responsible for making and scheduling all construction utility arrangements. The Port makes no guarantee as to the availability or the cost of such utilities.
- C. The Contractor is solely responsible for coordinating all necessary work to establish construction utility services.
  - 1. To prevent any potential work delays, the Contractor must notify and coordinate with the utility companies, as necessary and as soon as possible.
  - 2. The Contractor will be responsible for making all payments as required by the utility companies for construction utility services. Any delays to the Work caused by the Contractor not making timely payments to a utility company will be the Contractor's responsibility.

- D. If the Contractor desires to use existing Port utilities to execute the Work, the Contractor must arrange, through the Engineer, to set up separate metering and necessary utility supply equipment. The Contractor is responsible for all metering and supply equipment costs, including installation and removal.
1. Prior to requesting use of Port utilities, the Contractor must first determine whether the use of utility services from standard utility providers is feasible. Only if all other utility services are determined to not be feasible, may the Contractor request the use of Port utilities. During the bid phase, questions pertaining to Port utilities should be addressed to the technical contact person listed in Document 00100, *Invitation to Bid*, of the Project Manual.
  2. For water supply, the Contractor must primarily use East Bay Municipal Utility District (EBMUD) water, following EBMUD's metering and use regulations. The Port will reimburse the Contractor for EBMUD water usage, provided that the Contractor demonstrates to the Engineer the amount of water used for the Work.
    - a. The Contractor may not use potable water during an EBMUD declared Stage 4 drought.
    - b. If the Contractor cannot locate an EBMUD hydrant within 500 feet of the Project Site, the Port may provide water for non-potable use only.
      - i. The Contractor will not be charged for water usage except for any fees that EBMUD charges to the Port for sewer treatment and service.
      - ii. The Contractor must meter any Port-supplied water usage as directed by the Engineer at the Contractor's expense.
  3. For other utilities, the Contractor must reimburse the Port, on a monthly basis, for the metered utility usage, at the Port's rate.
- E. The Contractor must coordinate with and pay utility companies for all work needed to disconnect, cancel, or remove utility services after completion or during suspension or resumption of the Work.

#### 1.19 CONSTRUCTION-RELATED UTILITY SHUT DOWN

- A. The Contractor must notify the Engineer in writing at least ten (10) business days in advance of any work-required utility shut downs including, but not limited to, those related to water, gas, electrical, fire alarm, and security systems. The prior written notice must include a schedule showing the work sequence, time required, and crew requirements.
- B. After written notice, and between five (5) and ten (10) business days in advance of the shutdown, the Contractor and Port must meet to discuss the shutdown as per the requirements of Section 01315, *Project Meetings*.
- C. If any portion of the above utility shut down provision conflicts with the utility shut down provisions incorporated into the Technical Specifications included in the



Project Manual, the utility shut down provisions in the Technical Specifications will take precedence.

- D. The Contractor must ensure that all necessary equipment and personnel required to perform the Contractor's role in the shutdown are at the Site at least one hour prior to the shutdown.

#### 1.20 PORT OCCUPANCY PRIOR TO ACCEPTANCE

- A. The Contractor must allow the Port to take possession of and use any completed or partially completed portion of the Work as soon as the Port's possession and use is possible without interference to any remaining Work.
- B. The Contractor will not be held responsible for damage to the occupied or used portions of the Work resulting from the Port's occupancy.
- C. Possession or use by the Port of Work or any part thereof as contemplated by this Article must not in any case be construed as constituting acceptance of Work or any part thereof. Such use will neither relieve the Contractor of any responsibilities under the Contract Documents, nor act as waiver by the Port of any of the conditions thereof.
- D. Use or occupancy by the Port prior to Final Acceptance of Work does not relieve the Contractor of its responsibility to maintain insurance and bonds required under the Contract Documents until the entire Work is completed and accepted by the Port.
- E. Prior to date of the Port's Final Acceptance of the Work, the Contractor must make all necessary repairs or renewals in the Work or those parts thereof so used, not due to ordinary wear and tear, but due to defective materials or workmanship or to the operations of Contractor, as required in Document 00700, *General Conditions*, Paragraph 9.3, *Correction of Defective Work*.
- F. Refer to Subsection 9.3.4, of Document 00700 for allowable modifications to the correction period start date for portions of the Work that the Port has taken possession or prior to Final Acceptance.
- G. The Port may specify in the Contract Documents that the Contractor must complete portions of the Work, including electrical and mechanical systems or separate structures, on milestone dates prior to Substantial Completion of all of the Work. The Contractor must notify the Port in writing when the Contractor considers any such part of the Work ready for its intended use and Substantially Complete and may request the Port to issue a Certificate of Substantial Completion for that part of the Work.

## 1.21 SITE SANITATION AND CLEANUP

Refer to Document 00700, Section 16.1, *Use of Site/Sanitary Rules*, in particular Subsections 16.1.1 and 16.1.3, and Section 16.2, *Protection of Work, Persons, and Property*.

The Contractor must:

- A. Maintain the work site in a clean and orderly condition during the Contract.
- B. Provide and maintain at the Site, flush toilets for the Contractor's and Subcontractors' employees.
- C. Legally remove and dispose of spoils and debris resulting from the Work.
- D. As per Subsection 16.2.1 of Document 00700, the Contractor must abate, on a daily basis if necessary, any vandalism at the Site.
- E. Ensure that all materials and equipment are properly secured and the Site is left in a clean and orderly condition at the end of each work day and whenever the Contractor leaves the Site.
- F. Provide all necessary labor and equipment to fully collect, contain and legally dispose of all solid wastes generated by the Work of this contract.

## 1.22 PROJECT COMPLETION, CLOSEOUT, AND WARRANTIES

For Substantial Completion, Final Completion, Contract Closeout, and Warranty requirements, refer to Section 9.3, *Correction of Defective Work* of Document 00700, Section 01770, *Contract Closeout*, and Section 01780, *Project Record Documents*.

- A. As per Subsection 9.3.3 of Document 00700, the minimum correction period for all Work is one (1) year after the date of Final Acceptance. Refer also to Subsection 9.3.4 of Document 00700 and Article 1.20 F of this Section.
- B. As per the Technical Specifications, specific materials, equipment, or installations may have special warranties that exceed the terms of those stated in Section 9.3 of Document 00700.

## 1.23 PROJECT ADDRESS

For permitting and other purposes, the address associated with this project is 2151 W 14<sup>th</sup> Street, Oakland, CA 94607

## 1.24 (NOT USED)

## **PART 2 - PRODUCTS**

### **2.01 CONTRACTOR-FURNISHED PRODUCTS**

Unless otherwise stated, as per Subsection 9.1.1 of Document 00700, Contractor-supplied manufactured products must be new, and the Contractor must be able to produce an original bill of sale for any product so to provide proof that the product is authentic and new, and other proof to prove that the product is not re-conditioned for sale as new.

## **PART 3 - EXECUTION**

**Not applicable to this section.**

**END OF SECTION**

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## SECTION 01331

### LIST OF SUBMITTALS

**The following submittals shall be numbered as indicated below.**

Submittal Number	Specification Section	Document Title and/or Comments *
1.	01320 Construction Schedules and Reports	Interim Baseline Construction Schedule (IBCS) Baseline Construction Schedule (BCS)
2.	01320 Construction Schedules and Reports	Monthly CPM Schedule Update (MUCS)
3.	01310 Job Site Administration	Information Regarding Contractor's Project Management Team
4.	01330 Submittals	Schedule of Submittals
5.	01340 Safety and Environmental Submittals	Health and Safety Plan for Identified Hazardous Waste Operations
6.	01340 Safety and Environmental Submittals	Asbestos Abatement Program
7.	01340 Safety and Environmental Submittals	Lead Compliance Program
8.	01340 Safety and Environmental Submittals	Soil and Groundwater Management Plan
9.	01340 Safety and Environmental Submittals	Storm Water Pollution Prevention Plan (SWPPP), Debris Containment Plan
10.	01340 Safety and Environmental Submittals	Dust Control Plan
11.	01340 Safety and Environmental Submittals	Air Pollution and Equipment Idling Plan
12.	01345 Storm Water Pollution Prevention, Erosion and Sediment Control	Storm Water Pollution Prevention Plan (SWPPP)

**\* The Contractor shall ensure that all submittals required by the technical specification sections and other Contract Documents, whether or not listed herein, are submitted in accordance with Section 01330. The Contractor shall refer to the individual specifications sections for complete and detailed information for all submittals listed in the specifications.**

Submittal Number	Specification Section	Document Title and/or Comments *
13.	01200 Measurement and Payment	Schedule of Values

**\* The Contractor shall ensure that all submittals required by the technical specification sections and other Contract Documents, whether or not listed herein, are submitted in accordance with Section 01330. The Contractor shall refer to the individual specifications sections for complete and detailed information for all submittals listed in the specifications.**

**Submittals: Technical Sections/Project Record Documents**

The following submittals are listed in the order in which they appear in the Project Manual.

For the submittals listed below, submittal numbers shall be assigned by the Contractor at the time of submittal. Submittals listed below shall be numbered in the order in which they are submitted, beginning with the number " 14. "

Submittal Number	Specification Section	Document Title and/or Comments *
	01780 Project Record Documents	Project Record Documents
	02220 General Construction Demolition	Schedule of Selective Demolition Activities, Inventory of Items to be Removed and Salvage, Demolition Plans
	02240 Dewatering	Dewatering Control Plan, Water Testing Plan, Daily Field Reports for Dewatering Activities
	02260 Excavation Support Systems	Trench Safety Plans, Structural and Topographical Protection Plan
	02300 Earthwork	Lab Tests, Geotextile Product Information, Crushed Rock Product Information, Compaction Quality Control Tests
	02300 Earthwork	Pulverize QC Plan per State Specification Section 30-2
	02300 Earthwork	Testing and Sampling Reports for Asphalt Pulverize Work
	02315 Trench Excavation and Backfill	Imported Material Samples, Imported Material Test Results
	02316 Controlled Low Strength Material	CLSM Certification
	02580 Pavement Markings	Paint Product SDS, Glass Beads SDS, Striping Machine Specifications
	02630 Storm Drainage	Product Data, Shop Drawings
	02635 Bioretention Facilities	Bioretention Soils Product Information
	02635 Bioretention Facilities	Filter Fabric Sample
	02635 Bioretention Facilities	Maintenance Schedule and Sample Warranty
	02635 Bioretention Facilities	Certificate of Compliance02722

\* The Contractor shall ensure that all submittals required by the technical specification sections and other Contract Documents, whether or not listed herein, are submitted in accordance with Section 01330. The Contractor shall refer to the individual specifications sections for complete and detailed information for all submittals listed in the specifications.

Submittal Number	Specification Section	Document Title and/or Comments *
	02722 Aggregate Base	Laboratory Test Results
	02740 Asphalt Concrete Pavement	Asphalt Concrete Mix Design, Testing and Sampling Reports
	02744 Slurry Seal – Polymer Modified	Mix Design Report
	03200 Reinforcing Steel	Certifications, Shop Drawings
	03302 Non-Structural Concrete	Mix Design
	03400 Pre Cast Concrete Barriers	Mix Design for Pre Cast Elements, Test Data, Manufacturer's Quality Control Program
		Crack Seal Certificate of Compliance

END OF SECTION

**\* The Contractor shall ensure that all submittals required by the technical specification sections and other Contract Documents, whether or not listed herein, are submitted in accordance with Section 01330. The Contractor shall refer to the individual specifications sections for complete and detailed information for all submittals listed in the specifications.**



## SECTION 02744

### SLURRY SEAL – POLYMER MODIFIED

#### PART 1 – GENERAL

##### 1.01 SUMMARY

This Section includes the requirements for furnishing and installing slurry seal. Slurry seal is a mixture of polymer-modified emulsified asphalt, graded aggregate, mineral filler, water, and other additives, properly proportioned, mixed, and spread on a paved surface. The slurry seal treatments can be used to seal pavement surfaces, improve pavement ride quality and skid resistance, and fill wheelpath ruts. The mix must be capable of being spread in a uniform thickness cross section. The end product must maintain a skid-resistant surface throughout the service life of the slurry seal. The mix is required to be a quick-traffic system that will be able to accept straight rolling traffic in a minimum of 1 hour after application.

The Table of Contents for this Section is as follows:

- 1.01 Summary
- 1.02 References
  
- 2.01 Equipment
- 2.02 Materials
  
- 3.01 Installing Slurry Seal Treatment
- 3.02 Quality Control and Assurance
- 3.03 Measurement and Payment

##### 1.02 REFERENCES

The following references are incorporated into the requirements of the Work as described and modified herein. The limits and scope of these references will be as per Section 01420, *References and Definitions*.

- A. *Standard Specifications*, (State Specifications) Business, Transportation and Housing Agency, State of California Department of Transportation
- B. ASTM International (ASTM)
- C. California Test Methods (CTM), California Department of Transportation (Caltrans)
- D. American Association of State Highway and Transportation Officials (AASHTO)
- E. Asphalt Institute (AI) MS-22, *Construction of Hot Mix Asphalt Pavements*
- F. International Slurry Surfacing Association

## **PART 2 – PRODUCTS**

### **2.01 EQUIPMENT**

Provide equipment that is specifically designed for mixing and spreading slurry seal. Truck mounted equipment is acceptable. Provide equipment as follows:

#### **A. Slurry Seal Paver**

Provide fully automated self-propelled continuous flow type equipment that is specifically designed, equipped, calibrated, and operated for mixing and spreading slurry seal and conforming to the approved mix design and application rate. Immediately correct defects that adversely affect the functioning of the equipment or quality of the mixture. Perform calibration in the presence of the Resident Engineer. Ensure that the documentation includes an individual calibration of each material at various settings that can be related to the machine metering devices. Any component replacement affecting material proportioning requires that the machine be recalibrated. Do not use a machine on the project until the calibration has been completed and accepted.

#### **B. Mixing Equipment**

Ensure that the machine is specifically designed and manufactured to mix slurry seal materials. Mix the material in an automatic-sequenced, self-propelled slurry seal mixing machine. Ensure that it is a continuous-flow mixing unit that accurately proportions and delivers the mix components, within 2% of the required amount as per the mix design, into a revolving multiblade double-shafted mixer. Sufficient storage capacity for all mix components is required to maintain an adequate supply to the proportioning controls.

Ensure that the continuous-run machine is equipped to provide the operator with full control of the forward and reverse speeds during application and is equipped with opposite-side driver stations to assist in alignment. Ensure that the self-loading device, opposite-side driver stations, and forward and reverse speed controls are of original-equipment-manufacturer design.

Provide material control devices, readily accessible and so placed that the inspector may determine the amount of each material used at any time.

Provide a machine with a water pressure system and a nozzle-type spray bar to provide a water spray ahead of and outside the spreader box.

Locate mineral filler feed so the proper amount of mineral filler is dropped on the aggregate before discharge into the mixer.

#### **C. Spreading Equipment**

Provide spreading equipment that agitates and spreads the mixture uniformly in the surfacing box by means of twin shafted paddles or spiral augers fixed in the spreader box. Ensure that a front seal is provided such that there is no loss of the mixture at the road contact point. Ensure that there is an adjustable rear seal which will act as a final strike-off. Ensure that the spreader box and rear strike-off

are designed and operated so that a uniform consistency is achieved and a free flow of material is provided to the rear strike-off. Ensure that the spreader box has suitable means provided to side shift the box to compensate for variations in the pavement geometry.

Ensure that a secondary strike-off is provided to improve surface texture. Ensure that the secondary strike-off is adjustable to match the width of the spreader box and allows for varying pressures to control the surface texture.

**D. Electronic Mix Control and Diagnostic (EMCAD) System**

Ensure the paver is equipped with a computer mix control and diagnostic system that records, displays, and prints the following:

- Individual sensor counts for emulsion, aggregate, mineral filler, water, and additive
- Aggregate, emulsion, and mineral filler output in pounds per minute
- Spread rate in pounds per square yard
- Percentages of emulsion, mineral filler, water, and additive
- Cumulative total quantities of aggregate, emulsion, mineral filler, water, and additive
- Scale factor for all materials

Ensure the computer system is functional and capable of printing reports.

**E. Rut, Longitudinal Joint, or Rumble Strip Filling Equipment**

Provide rut filling equipment with a steel V-configuration screed rut box commercially designed and manufactured to fill ruts as required. Ensure that the rut box can be adjusted to provide a mixture spread width of between 2 feet and 6 feet and have a moveable steel strike-off to control crown.

**F. Small Tools**

Provide hand squeegees, shovels, and other equipment necessary to perform the work.

**G. Cleaning Equipment**

Provide cleaning equipment such as power brooms, air compressors, water flushing equipment, and hand brooms adequate for surface preparation.

## 2.02 MATERIALS

### A. Composition of the Mixture

Ensure that the slurry seal mixture components conform to the following:

1. Slurry Seal Emulsion. Provide a quick-setting, polymer-modified emulsified asphalt conforming to the requirements specified in AASHTO M 208 and ASTM D2397 for CSS-1h and CQS-1h as listed in Table 1. The cement mixing test shall be waived for this product. The polymer material shall be co-milled into the asphalt or added to the emulsifier solution prior to the emulsification process. The amount of polymer modifier shall not be less than 3.0% polymer solids based on the asphalt content (by weight) and will be certified by the emulsified asphalt supplier. The Resident Engineer may waive the 5-day settlement test, provided job-stored emulsified asphalt is used within 36 hours from the time of the shipment or the stored material has had additional emulsified asphalt blended into it prior to use.
  - a. Ensure that the polymer material is milled or blended into the asphalt prior to the emulsification process by an emulsion manufacturer approved by the Resident Engineer.
  - b. Ensure that the polymer modifier and any additives enable the slurry seal material to receive normal traffic within 1 hour without causing damage to the surface.
  - c. Ensure that the emulsified asphalt and the emulsified asphalt residue material conform to the requirements in Table 1.
  - d. Ensure that the emulsified asphalt and the emulsified asphalt residue meet all of the quality test criteria in Table 1.

**Table 1. Quality Tests for CQS-1h and CSS-1h**

Tests	Test Method	Requirements	
		Min.	Max.
Furol Viscosity at 25°C (77°F), sec.	AASHTO T 59	20	100
Residue from Distillation, % by weight	AASHTO T 59	62	
Sieve Test (% retained on 850 µm [No. 20])	AASHTO T 59		0.30
Particle Charge Test (Cationic)	AASHTO T 59	Positive	
Storage Stability; 1-Day Settlement	AASHTO T 59		1%
<b>Residue from Evaporation</b>	California Test 331	57	
Penetration 0.1 mm	AASHTO T 49	40	90
<b>Elastic Recovery</b>	AASHTO T 301	<b>50</b>	
Softening point by ring and ball, °F	AASHTO T 53	135	

2. Aggregate. Use an aggregate consisting of 100% crushed granite. To ensure the material is 100% crushed, the parent aggregate will be larger than the largest stone in the gradation used. Ensure that the aggregate meets the minimum requirements listed in Table 2.

**Table 2. Quality Tests for Aggregate**

Test No.		Aggregate Property	Specification Requirements
AASHTO T 176	ASTM D2419	Sand Equivalent	60 Minimum
AASHTO T 104	ASTM C88	Soundness	15% Maximum using Na <sub>2</sub> SO <sub>4</sub> or 25% Maximum using MgSO <sub>4</sub>
AASHTO T 96	ASTM C131	Abrasion Resistance <sup>1</sup>	30% Maximum
1. The abrasion test will be performed on the parent aggregate.			

When tested in accordance with AASHTO T 27 and AASHTO T 11, the target (mix design) aggregate gradation, including the mineral filler, shall be within the gradation range for a Type I, Type II, or Type III mixture shown in Table 3.

**Table 3. Aggregate Gradation Requirements**

Sieve Size	Type I Mix Design Range Percent Passing	Type II Mix Design Range Percent Passing	Type III Mix Design Range Percent Passing	Stockpile Tolerance from Mix Design Percent Passing
3/8"	100	100	100	N/A
No. 4	100	90–100	70–90	± 5
No. 8	90–100	65–90	45–70	± 5
No. 16	65–90	45–70	28–50	± 5
No. 30	40–65	30–50	19–34	± 5
No. 50	25–42	18–30	12–25	± 4
No. 100	15–30	10–21	7–18	± 3
No. 200	10–20	5–15	5–15	± 2

The aggregate will be accepted from the stockpile. The stockpile will be accepted based on five quality control gradation tests conducted in accordance with AASHTO T 2 and one sand equivalency test conducted in accordance with AASHTO T 176. If the average of the five gradation tests is within the stockpile tolerances shown in Table 3 for all of the sieve sizes, and the one sand equivalent test meets the requirement shown in Table 2, the stockpile is accepted. If the average of the five gradation tests is not within the stockpile tolerances shown in Table 3 for any sieve size, remove the stockpiled material and replace it with new aggregate or blend other aggregate sources with the stockpiled material. Aggregates used in

blending must meet the quality tests shown in Table 2 before blending and must be blended in a manner to produce a consistent gradation and sand equivalent value. If the sand equivalent quality control test does not meet the criteria shown in Table 2, remove the stockpiled material and replace it with new aggregate. If new aggregate is obtained or blending of aggregates is performed, resulting in an aggregate that is not represented by the mix design, submit a new mix design to the Resident Engineer for approval prior to production of the mix.

The Resident Engineer may obtain stockpile samples at any time. If the average of five gradation tests conducted in accordance with AASHTO T 2 is not within the gradation tolerances shown in Table 3 for any sieve size, or if the sand equivalent value does not meet the requirements shown in Table 2, cease production until the problem is corrected to the satisfaction of the Resident Engineer.

All stockpiled aggregates shall be screened at the stockpile area prior to delivery to the paving machine to remove oversize material and non-desirable particles. The screened aggregate will be placed directly into the slurry surfacing mixing machine. Screened aggregate may not be placed on the ground prior to mixture laydown.

3. Mineral Filler. Utilize non-air-entrained Portland cement or hydrated lime that conforms to ASTM D242 and is free of lumps. The owner will accept the mineral filler by certificate of compliance. The type and amount of mineral filler shall be determined by a laboratory mix design and will be considered as part of the aggregate gradation. An increase or decrease of less than 1% mineral filler may be permitted during production if it is found to result in better consistency or set times. Any changes to the percentage of mineral filler must meet the requirements in Table 5.
4. Water. Use water in mixing or curing of concrete that is free of oil, salt, acid, alkali, sugar, vegetable, or other substances injurious to the finished product. Ensure that water conforms to AASHTO T 26. The Contractor may use water known to be of potable quality without testing. If the source of water is shallow, enclose the intake to exclude silt, mud, grass, or other foreign materials.
5. Other Additives. The Contractor may use other additives to provide control of the break/set time in the field. Ensure that the type of additive is specified in the mix design and is compatible with the other components of the mix.

**B. Mix Design of Slurry Seal Mixture**

1. Mix Design Requirements. Ensure that an AASHTO-accredited lab, with at least five successfully completed slurry seal projects greater than 5,000 square yards each, performs the mix design. When requested by the Resident Engineer, the mix design shall be verified by an independent laboratory not affiliated with the emulsion supplier or the contractor. Verification shall include confirmation of the mix design results for wet cohesion and 1-hour wet track abrasion loss.

Submit the mix design and certified test results of the slurry seal mixture for approval in accordance with the provisions of ASTM D3910, Standard Practice for Design, Testing, and Construction of Slurry Seal, and the following:

- a. Ensure that the aggregate used in the job mix formula is from the same source and representative of the material proposed for use on the project.
- b. Ensure that the compatibility of the aggregate, slurry seal emulsion, water, mineral filler, and other additives is evaluated in the mix design. Perform the mix design using materials consistent with those supplied by the contractor for the project. Ensure the slurry seal mix conforms to the requirements as specified in Table 4.

Allow the Resident Engineer a maximum of one week to either conditionally verify or reject the mix design. Meet the requirements in Table 4. After the mix design has been approved, no substitutions to the mix design will be permitted, unless approved by the Resident Engineer. The Resident Engineer will consider inadequate field performance of a mix as sufficient evidence that the properties of the mix related to the mix design have changed. The project will be stopped until it is demonstrated that those properties, or issues, have been sufficiently addressed.

**Table 4. Slurry Seal Mixture Requirements**

<b>Tests</b>	<b>ISSA Test Method</b>	<b>Specification</b>
Mix Time @ 77°F Mix Time @ 100°F	TB 113	Controllable to 120 seconds minimum Controllable to 35 seconds minimum
Slurry Seal Consistency	TB 106	0.79 to 1.18 inches
Wet Cohesion @ 30 minutes minimum (set) @ 60 minutes minimum (traffic)	TB 139	12 kg-cm minimum 20 kg-cm or near spin minimum
Wet Stripping	TB 114	90% minimum
Wet-Track Abrasion Loss 1-hour soak 6-day soak	TB 100	50 g/ft <sup>2</sup> (538 g/m <sup>2</sup> ) maximum 75 g/ft <sup>2</sup> (807 g/m <sup>2</sup> ) maximum
Lateral Displacement	TB 147	5% maximum
Specific Gravity after 1,000 Cycles of 125 Pounds (56.71 kg)	TB 147	2.10 maximum
Excess Asphalt by LWT Sand Adhesion	TB 109	50 g/ft <sup>2</sup> (538 g/m <sup>2</sup> ) maximum
Classification Compatibility	TB 144	11 grade points minimum (AAA, BAA)

- c. Ensure proportioning of the mix design is within the limits shown in Table 5.

**Table 5. Mix Design Component Material Requirements**

Component Materials	Specification Requirements
Residual Asphalt	Type I: 10%–16% Type II: 7.5%–13.5% Type III: 6.5%–12% (based on dry weight of aggregate)
Mineral Filler	0.5%–3.0% (by dry weight of aggregate)
Polymer-Based Modifier	Minimum of 3.0% (solids based on asphalt weight content)
Additives	As needed
Water	As required to produce proper mix consistency

- d. Ensure that the proportions of aggregate and mineral filler are provided and within the limits shown in Table 3.

**C. Mix Design Report**

Submit the final mix design in the following format:

1. Source of Each Individual Material
2. Aggregate:
  - a. Gradation
  - b. Sand Equivalent
  - c. Abrasion Resistance
  - d. Soundness
3. Field Simulation Tests:
  - a. Wet Stripping Test
  - b. Wet Track Abrasion Loss
  - c. Classification Compatibility
  - d. Trial Mix Time @ 77°F and 100°F
4. Interpretation of Results and the Determination of a Job Mix Formula (JMF):
  - a. Percentage of Mineral Filler (minimum and maximum)
  - b. Percentage of Water, including aggregate moisture (minimum and maximum)
  - c. Percentage of Mix Set Additive (if required)
  - d. Percentage of Modified Emulsion
  - e. Residual Content of Modified Emulsion
  - f. Percentage of Residual Asphalt
  - g. Combined Aggregate Gradation (JMF)
5. Signature and date



## **PART 3 – EXECUTION**

### **3.01 INSTALLING SLURRY SEAL TREATMENT**

#### **A. Slurry Seal Plan**

At least 20 days before beginning placement of slurry seal, submit a detailed plan of operation to the Resident Engineer for approval that includes the following:

1. Slurry seal contractors' superintendent qualifications with a list of at least five successful projects, including project owner contact information.
2. Size and description of crew.
3. Number, type, model of equipment and material control/metering devices, along with the current calibration documentation.
4. Lighting plan for nighttime operations.
5. Safety and traffic control plan.
6. Method of locating, protecting, and maintaining manholes, inlets, and other utilities.
7. Paving procedures for maintaining continuous operation as specified.
8. Paving sequence. Ensure that the slurry seal is constructed for the full lane width as a single paving operation as required in the plans and specifications.
9. Schedule, hours of operation, and production rates for the project.
10. Plant or stockpile locations for aggregate, emulsion, mineral filler, and any additives.
11. Method of maintaining slurry seal modified emulsion temperature during transportation.
12. Method of constructing joints.
13. Quality control plan outlining the material testing, number, and frequency planned in order to ensure compliance.
14. Mix design of the mixture, the AASHTO-accredited laboratory used, and the test results of the mixture.

Do not begin slurry seal until the Resident Engineer approves this plan. Submit an adjusted slurry seal plan before making adjustments to the operation.

**B. Weather Limitations**

If within the 3 hours of slurry seal, the National Weather Service locally forecasts a 50% chance or greater of precipitation during the scheduled placement, postpone the placement of slurry seal. Do not place slurry seal if it is precipitating and when precipitation is imminent. The Contractor may resume slurry seal operations when the chance of precipitation is less than 50% and the surface is dry.

Do not apply slurry seal if either the pavement or the air temperature is below 50°F and falling or if there is a possibility of freezing temperatures within 24 hours after application.

The mixture shall not be applied when weather conditions prevent opening to traffic within a reasonable amount of time, as determined by the Resident Engineer.

**C. Test Strip**

Construct a test strip of at least 500 feet in length on the roadway before initial placement commences. Ensure that the tack coat has been placed as specified. Ensure the test strip is performed during weather and sunlight conditions which will represent project production placement of the slurry seal mixture. The intention of the test strip is to ensure adequate workmanship and aesthetics and that the cure time of the mixture is achievable when applied with the personnel, equipment, and materials intended for use during execution of the project. While constructing the test strip, record the following information and submit to the Resident Engineer:

1. Ambient Temperature. Measure the ambient temperature at the beginning and end of each day's slurry seal operation.
2. Base Temperature. Measure the surface temperature of the existing pavement at the beginning and end of each day's operation.
3. Weather Conditions. Document the wind speed, amount of direct sunlight, and humidity at the time of placement.
4. Tack Coat. Measure to verify the proper application rate, coverage, and temperature of the tack coat for compliance.
5. Slurry Seal Mixture. Measure to verify the proper proportions of emulsion, cement, aggregate, additives (if any), and temperature of the slurry seal mixture during placement. Measure to verify the proper application rate of the slurry seal mixture for compliance.
6. Roller Pattern. Provide details on the number of rollers, type, and number of passes used on the test strip.
7. Initial Set Time. Record the initial time of placement. Verify that the slurry seal mixture has achieved initial set within 30 minutes of placement.
8. Performance Under Traffic. Verify that the slurry seal shows no visual signs of distress when exposed to traffic after curing for 1 hour.

Submit test strip results to the Resident Engineer. The Resident Engineer will analyze the test strip results in conjunction with the Resident Engineer's results to approve the test strip. Do not proceed with production placement of the slurry seal until receiving written permission from the Resident Engineer.

If the test strip does not meet requirements, make adjustments and construct a second test strip. If the second test strip does not meet requirements, suspend operations until written approval to proceed is received.

Before making adjustments to the operations, notify the Resident Engineer in writing. The Resident Engineer may require a new test strip to verify the performance of the adjusted operations.

**D. Surface Preparation**

Remove traffic tape and thermoplastic traffic markings. Clean the surface of existing pavement using a self-propelled power broom equipped with a vacuum collection system before placing the slurry seal. Seal all the cracks with width greater than 1/8-inch. Immediately prior to applying the slurry seal, clear the surface of all loose material, silt spots, vegetation, and other material that will negatively affect the quality of the slurry seal, utilizing any standard cleaning method. If water is used for cleaning, allow any unsealed cracks to dry thoroughly before applying slurry seal. Use a suitable method to protect manholes, valve boxes, drop inlets, and other service entrances from the slurry seal mixture. The Resident Engineer will approve the surface preparation prior to placement of the slurry seal. No loose aggregate, either spilled from the laydown machine or existing on the road, will be permitted. Any crack filling material must cure per manufacturer's recommendation prior to application of the slurry seal.

Place a tack coat on all concrete or brick pavement prior to constructing a slurry seal course. In general, the asphalt pavements will not require a tack coat except in areas that are extremely dry or raveled, as determined by the Resident Engineer. If directed by the Resident Engineer, apply water to dry areas. If required, the tack coat should be type SS, type CSS, or slurry seal emulsified asphalt. It may consist of one part emulsified asphalt to three parts water and should be applied with a standard distributor. The distributor shall be capable of applying the dilution evenly at a rate of 0.05 to 0.15 gallons per square yard.

**E. Application**

1. Surface Application. The average single application rate, as measured by the Contractor, shall be in accordance with Table 6 unless otherwise specified in the plans. Full-width application rates must be maintained within plus or minus 2 pounds per square yard of the specified rate. Application rates are based on the weight of dry aggregate in the mixture.

**Table 6. Rate of Application**

<b>Aggregate Type</b>	<b>Location</b>	<b>Suggested Application Rate<sup>1</sup></b>
Type I	Low ESAL roads	8–12 lbs/yd <sup>2</sup>
Type II	Collectors, local roads, airport runways	10–18 lbs/yd <sup>2</sup>
Type III	High ESAL roads, storage areas	16–22 lbs/yd <sup>2</sup>
1. Suggested application rates are based on the weight of dry aggregate in the mixture.		

Pre-wet the surface by fogging ahead of the spreader box with potable water. Adjust the rate of application of the fog spray to suit temperatures, surface texture, humidity, and dryness of the pavement. The slurry seal shall be of the desired consistency upon leaving the mixer.

Carry a sufficient amount of material, at all times, in all parts of the spreader box, so complete coverage is obtained. Water may be sprayed into the spreader box to facilitate spreading without harming the mix. No lumping, balling, or unmixed aggregate is permitted in the finished surface.

Adjustments to the additive may be required for slow setting where hand spreading is needed. Use squeegees and lutes to spread the mixture in areas inaccessible to the spreader box and in areas requiring hand spreading. When hand spreading, pour the mixture in a small winnow along one edge of the surface to be covered and then spread uniformly with a hand squeegee or lute. Make a neat-appearing seam where two passes join. The maximum overlap of longitudinal lane line joints is 3 inches. Remove excess material from the ends of each run immediately.

Do not leave streaks, such as those caused by oversized aggregate, in the finished surface. If excess streaking develops, stop the job and propose a solution to the Resident Engineer. Excessive streaking is defined as more than four drag marks greater than 0.5 inch wide and 4 inches long, or 1 inch wide and 3 inches long, in any 30-square-yard area. Do not permit transverse ripples or longitudinal streaks of 0.25 inch in depth or greater, when measured by placing a 10-foot straightedge over the surface. Do not resume placing the slurry seal until approved by the Resident Engineer.

Operate spreading equipment to prevent the loss of the mixture on super-elevated curves. Spread the mixture to fill cracks and minor surface irregularities, and leave a uniform high skid-resistant application of aggregate and asphalt on the surface. Operate the spreader box so a uniform consistency is achieved without causing skips, lumps, or tears in the finished surface. The maximum speed of the slurry machine shall not exceed 270 feet per minute.

Spread the mixture to fill ruts and shallow potholes and leave a uniform surface. Take care when filling ruts to restore the designed profile of the pavement cross section. Ruts which are 0.5 inch or less can be filled with a single full lane operation. Ruts which are greater than 0.5 inch in depth

require filling with a separate rut-filling operation in each wheelpath, as needed. Ruts which are greater than 1.5 inches in depth may require multiple applications with the rut-filling spreader box. Avoid excess crowning (overfilling) of rut areas. All rut-filling and level-up material should cure under traffic for at least 24 hours before additional material is placed.

2. Joints. Prevent excessive buildup, uncovered areas, or unsightly appearance on longitudinal and transverse joints. Use suitable-width spreading equipment to produce a minimum number of longitudinal joints throughout the project. Place longitudinal joints on lane lines, where possible. Use half passes and odd-width passes only when absolutely necessary. Do not apply a half pass as the last pass of any area. Do not overlap longitudinal lane line joints by more than 6 inches. Construct longitudinal joints so that water is not held at the joint. Construct transverse joints at the beginning and end project limits so that the elevation difference between the slurry seal and the adjacent pavement is a smooth transition and does not exceed 0.25 inch.
3. Mix Stability. Produce a slurry seal mixture that possesses sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. The mixture shall be free of excess water or emulsified asphalt and free of segregation of the emulsified asphalt and aggregate fines from the coarser aggregate. Do not spray water directly into the spreader box while applying slurry seal material under any circumstances.
4. Handwork. Use hand squeegees to provide complete and uniform coverage of slurry sealed areas that cannot be reached with the paver. Lightly dampen the area to be handworked prior to mix placement, if necessary. Care shall be exercised to leave no unsightly appearance from handwork. When performing handwork, provide the same type of finish as that applied by the spreader box.
5. Lines. Construct straight lines along curbs and shoulders. Do not permit runoff on these areas. Keep lines at intersections straight to ensure a good appearance. If necessary, use a suitable material to mask off the ends of streets to provide straight lines. Edge lines shall not vary by more than 2 inches horizontally.
6. Cleanup. Remove slurry seal mixture from all areas such as manholes, gutters, drainage structures, and rumble strips, and as otherwise specified by the Resident Engineer. On a daily basis, remove any debris resulting from the performance of the work.
7. Post Sweeping. If required by the Resident Engineer, broom the surface of any loose material within 48 hours after the completion of the slurry seal. If directed by the Resident Engineer, perform this operation again approximately 7 to 10 days after completion of the slurry seal as needed. Additionally, clean the surface, as necessary, prior to application of the final pavement markings.

8. Opening to Traffic. Allow the material sufficient curing time before opening to traffic. Remove loose material from the traveled way before opening to traffic. If the material becomes damaged by allowing vehicles to ride on it before it has cured, or if it becomes damaged, replace the damaged area. Ensure all rut-filling and leveling material cures under traffic for at least 24 hours before placing additional material.

**F. Surface Quality Requirements**

Ensure that the surface does not show any excess buildup, uncovered areas, or rough areas, including on the longitudinal or transverse joints. The Resident Engineer may use a 10-foot straightedge to verify transverse profiles of all finished surfaces. Correct areas that have more than 0.25-inch deviation between any two contact points of the straightedge in a manner approved by the Resident Engineer. Following correction, retest the area to verify conformance with this requirement.

**3.02 QUALITY CONTROL AND ASSURANCE.**

**A. General**

Produce a mixture that will meet the mix design and the quality control (QC) tolerances specified in Table 7. Notify the Resident Engineer immediately if QC test results exceed the tolerances specified in Table 7, and stop mix production. Identify the cause of the deviation and determine the corrective action necessary to bring the mixture into compliance. Obtain the Resident Engineer's approval before resuming work. The Resident Engineer reserves the right to verify, at agency cost, QC test accuracy by an independent laboratory not heretofore associated with the project. If the Resident Engineer identifies a condition that causes an unsatisfactory slurry seal treatment, immediately stop production work and correct the defect at no additional cost.

**Table 7. Slurry Seal Quality Control Tolerances**

<b>Aggregate Gradation Tolerances (±)</b>							
Sieve Size	No. 4	No. 8	No. 16	No. 30	No. 50	No. 100	No. 200
Tolerance	5.0%	5.0%	5.0%	5.0%	4.0%	3.0%	2.0%
<b>General Quality Control Tolerances (±)</b>							
<b>Parameter</b>					<b>Tolerance</b>		
Asphalt Cement Content Single Test					0.5% from mix design		
Asphalt Cement Content Daily Average					0.2% from mix design		
Application Rate (as determined by 1,000-foot yield checks)					2 lb/yd <sup>2</sup>		
Sand Equivalent Test (ASTM D2419)					7% from mix design but not less than 60		

Use aggregate, including mineral filler, which conforms to the gradation shown in Table 3.

**B. Contractor's Quality Control Plan**

Provide and follow a quality control plan that will maintain QC for production and construction processes. Provide the Resident Engineer with a copy of the plan for review and approval before the preconstruction meeting. Include, at a minimum, the following items:

- The source materials used on the project
- Sampling and testing methods used to determine compliance with material specifications
- The equipment to be used on the project
- Calibration method used to determine compliance with the mix design
- Pavement cleaning and preparation procedure
- Plan for protecting slurry seal mixture from damage by traffic
- Procedure for monitoring initial acceptance requirements
- An action plan demonstrating adjustments of the slurry seal operation for adverse environmental conditions

**C. Minimum Sampling and Testing Frequency**

1. Aggregate Gradation. Sample aggregate from the project stockpile and test for gradation and sand equivalency. The Resident Engineer will perform sampling and testing of the aggregate at least 10 days prior to the start of work. The Resident Engineer will sample aggregate from stockpiles designated and constructed for each mixture type on the project. The Resident Engineer will sample the aggregate according to AASHTO T 2 and test according to AASHTO T 11 and T 27 using the following sampling frequency:
  - a. When the project quantity for the specified mixture type is less than 500 tons, designate the entire quantity as one lot and divide into three equal sublots for sampling. Obtain one sample from each subplot and submit to the Resident Engineer for testing. The Resident Engineer will randomly select only one of the three samples and test for compliance with Table 3. If the sample tested meets the specification, the entire lot is acceptable for use on the project. If the sample fails, the Resident Engineer will test the remaining two samples. If the two samples both meet specification, the entire lot is acceptable for use on the project. If either of the two additional samples fails to meet the specification, the entire lot is rejected.
  - b. When the project quantity for the specified mixture type is 500 tons or greater, divide the aggregate into equal lots at the

discretion of the Resident Engineer, but in no case is the lot size to exceed 1,000 tons. Divide each lot into three equal sublots and obtain one sample for each subplot. The Resident Engineer will randomly select only one of the three samples and test for compliance with Table 3. If the sample tested meets the specification, the entire lot is acceptable for use on the project. If the sample fails, the Resident Engineer will test the remaining two samples. If the two samples both meet specification, the entire lot is acceptable for use on the project. If either of the two additional samples fails to meet the specification, the entire lot is rejected.

Take precautions to ensure that approved stockpiles of aggregate do not become contaminated at the jobsite. Screen oversize aggregate or foreign materials from the aggregate prior to delivery to the mixer.

2. Asphalt Content. Calculate the percent asphalt content of the mixture at least two times per day. The owner's on-site representative shall randomly determine the timing for the readings used to calculate asphalt content.

During the slurry seal application, in the presence of the inspector, sample the mixture from the pugmill discharge chute. Use a rectangular non-absorptive container, such as a loaf pan, of sufficient size to obtain a sample from the entire cross section of the mixture being discharged. Ensure that an AASHTO-accredited lab, with at least five successfully completed slurry seal projects greater than 5,000 square yards each, analyzes the mix for binder content and compliance with specifications. Submit certified results to the Resident Engineer. To ensure mix compliance, the Resident Engineer may perform independent testing. Ensure that the asphalt content is within the limits shown in Table 7. If the asphalt content is outside of the allowable tolerance, recalibrate or adjust the mixing machine. The Resident Engineer may stop the slurry seal operation if two or more samples fail to conform to the tolerance. Take corrective action or redesign the slurry seal mixture. Resume operations only after the Resident Engineer has approved the corrective action.

D. Application Rate

Calculate the yield of the course placed at least two times per day. The owner's on-site representative shall randomly determine the timing for the readings used to calculate application rate. Use Table 6 as a guide for application rates. The Resident Engineer will have the authority to adjust application rates in the field.

E. Documentation

Complete a daily report that includes the following information:

- Job number
- Route/street name(s)
- Owner's on-site representative



- Date
- Air temperature – minimum/maximum (during application)
- Unit weight of emulsified asphalt (pounds per gallon)
- Beginning and ending application locations
- Counter readings (beginning, ending, and total difference)
- Total area (square yards)
- Aggregate weight
- Gallons of emulsified asphalt
- Application rate (pounds per square yard)
- Contractor's authorized signature
- QC aggregate properties (if required)
- Asphalt emulsified asphalt bill(s) of lading

F. Acceptance

Allow the Resident Engineer access to in-progress work for quality assurance review and testing. Upon completion of work, schedule an inspection with the Resident Engineer. The Resident Engineer will note deficiencies. Any deficiencies identified during this process will be addressed by the Contractor at no additional cost.

3.03 MEASUREMENT AND PAYMENT

All shall reference Section 01200, *Measurement and Payment*, of the base contract for the general rules of Bid Item measurement and adjustment.

**END OF SECTION**

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# 4279-Addendum 2

Final Audit Report

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