THE CITY OF

PLEASANTON

DEPARTMENT OF ENGINEERING

GENERAL PROVISIONS, NOTICE TO BIDDERS, SPECIAL PROVISIONS, PROPOSAL AND CONTRACT FOR

ANNUAL SIDEWALK MAINTENANCE FOOTHILL RD ALONG STONERIDGE MALL PROJECT NO. 17512

Bid Opening Date – January 30, 2018

2:00 pm

To be used in conjunction with the City Standard Specifications and Details dated November 2016, the State Standard Specifications and Plans dated 2015 and all updates at the time of bid, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

APPROVED

Stephen M. Kirkpatrick
City Engineer
No. 53367
Expires: 6/30/2019

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NOTICE TO BIDDERS

Proposals Sought; Time for Receipt

Sealed Bid Proposals will be received by the City Clerk's Office of the City of Pleasanton, Civic Center, in-person at 123 Main Street (or by mail to P.O. Box 520), Pleasanton, CA 94566, until 2:00 P.M., **January 30, 2018**, for work as described in the Plans and Specifications entitled:

ANNUAL SIDEWALK MAINTENANCE
FOOTHILL RD ALONG STONERIDGE MALL
PROJECT NO. 17512

At the above mentioned time, date and address, the Bid Proposals will be publicly opened and read.

Scope of Work and Project Location

This work will consist of removing 16,500 square feet of existing asphalt sidewalk along Foothill Road between Stoneridge Drive and Canyon Way and replacing with concrete sidewalk and five (5) ADA ramps.

The Engineer's cost estimate for the project is $300,000.

Copies of Plans and Specifications

In order to be an eligible bidder, plans, specifications and all bid proposal and contract documents must be purchased from the Engineering Department of the City of Pleasanton, Civic Center, 200 Old Bernal Avenue, at a cost of $25.00 per set.

Bid Security and Contract Bonds

Each Bid Proposal shall be accompanied by either cash, a cashier's check or a certified check, amounting to not less than ten percent of the bid, payable to the order of the City of Pleasanton or by a bond for that amount and payable in the form contained in this bid package. The successful Bidder will be required to furnish performance and payment bonds, each in an amount not less than one hundred percent (100%) of the contract price, and a maintenance bond not less than ten percent (10%) of the contract price.

Bids Received After Deadline

Bids received after the time established for receiving bids will not be considered. Except as provided in Section "Instruction to Bidders," no Bidder may withdraw a bid after the time established for receiving bids or before the award and execution of the contract, unless the award is delayed for a period of ninety (90) calendar days after the date of the City's opening of bids.

Rejection of Bids

The City reserves the right to reject any or all bids and to determine which bid is, in the City's judgment, the lowest responsive and responsible bid of a Bidder or group of Bidders. The City also reserves the right to waive any inconsequential omissions or discrepancies in any bid and to delete certain items listed in the bid as set forth therein. Costs for developing, submitting, and presenting bids are the sole responsibility of the Bidder and claims for reimbursement will not be accepted by the City.

Contractor's License Classification

As provided in California Business & Professions Code Section 7028.15, the City has determined that at the time of bid, the Contractor shall possess a valid **Class A General Engineering Contractor or C-8** Contractor license. The contractor's failure to possess the specified license shall render the Bid as non-responsive and shall act to bar award of the contract to any Bidder not possessing said license at the time of bid, unless exempted by federal or state law.

Contractor's Department of Industrial Relations Registration

Bidder and its Subcontractors must be registered and qualified to perform public work pursuant to section 1725.5 of the Labor Code, subject to limited legal exceptions under Labor Code section 1771.1.

This Contract will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations, pursuant to Labor Code section 1771.4.

Substitution of Securities in Lieu of Retention

At the successful Contractor's option, securities may be substituted for the required retention, in accordance with provisions of Section 22300 of California Public Contract Code.

Prevailing Wage

In accordance with California Labor Code Sections 1770 et seq., the Contractor shall pay general prevailing rate of per diem wages to all workers employed under this contract.

Labor Nondiscrimination

The awarded Contractor shall comply with the requirements of the State of California's Standard Specification Code Section 7-1.01A(4) "Labor Nondiscrimination" under this contract.

Questions

Questions should be directed to the project engineer either in-person at 200 Old Bernal Avenue, Pleasanton, California, by mail at P.O. Box 520, Pleasanton, California 94566-0802, by phone at (925) 931-5650, or by email at **anelkie@cityofpleasantonca.gov**. Questions will only be answered by reference to particular sections of these bid documents. If interpretation is deemed necessary, then the question shall be addressed in writing and a clarification shall be given to all prospective Bidders through addenda. To allow time for issuance of addenda, questions shall only be accepted prior to seven (7) calendar days before the bid opening date.

CITY OF PLEASANTON

Date: Jan 2, 2018

By: Karen Diaz
Karen Diaz, City Clerk

BID PROPOSAL

ANNUAL SIDEWALK MAINTENANCE
FOOTHILL RD ALONG STONERIDGE MALL
PROJECT NO. 17512

DATE: _____

Proposal of _____ (hereinafter called "Bidder") a _____ organized and existing under the laws of the State _____, doing business as _____, to the City of Pleasanton, City Clerk, 123 Main Street, Pleasanton, California (hereinafter called "City").

Ladies and Gentlemen:

The Bidder, in compliance with the invitation for bids for the **Annual Sidewalk Maintenance-Foothill Rd along Stoneridge Mall Project No. 17512,** City of Pleasanton, having examined the Plans and Specifications and related documents and the premises of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and supplies, declares that this proposal is made without collusion with any other person, firm or corporation and agrees to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Bid Proposal is a part.

Bidder shall agree to commence work under this Contract within fifteen (15) calendar days after the date of written "Notice to Proceed" and fully complete the project within twenty-five (25) working days after start of work. Bidder shall pay as liquidated damages in the sum of **$500.00** per calendar day should the successful Bidder fail to complete the work within this time limit unless the successful Bidder is granted a time extension.

Bidder acknowledges receipt of the following addendum:

No.	Date	No.	Date

Bidder to perform all of the work described in the Contract Documents for the total bid amount entered.

Item No.	Quantity (Approximate)	Unit of Measure	Item Description
1.	2	EA	INSTALL CASE A1 & C2 CURB RAMPS
2.	3	EA	INSTALL CASE G1 CURB RAMPS
3.	7	LS	ADJUST UTILITY BOX
4.	1	LS	STRIPING AND SIGNAGE
5.	1	LS	ADJUST MEDIAN ISLAND AT THE DEODAR WAY/FOOTHILL
6.	16,500	SF	REMOVE ASPHALT AND REPLACE WITH CONCRETE SIDEWALK, AND AGGREGATE BASE
	TOTAL		

Note: The Bidder acknowledges that the total amount set forth above is for tl project as represented by the Contract Documents regardless of itemization.

PLEASE NOTE: ****Contractors shall purchase plans and specifications from the City of Pleasanton to be placed on the plan holders list and be an eligible Bidder ****

Attached is a bid guaranty bond duly completed by a guaranty company authorized to carry on business in the State of California in the amount of at least ten percent (10%) of the total amount of the bid, or alternately, there is attached a certified or cashier's check payable to the City in the amount of at least ten percent (10%) of the total amount of the bid.

If this Bid Proposal is accepted, bidder agrees to sign the contract and to furnish the performance bond, labor and materials bond, maintenance bond, and the required evidences of insurance within ten (10) working days after receiving written notice of the award of the contract. If bidder fails to contract as provided herein or fails to provide the bonds and/or evidence of insurance, the City may at its option, determine the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this Bid Proposal shall operate and the same shall be the property of the City of Pleasanton.

This Bid Proposal shall be good and may not be modified, withdrawn or canceled for a period of ninety (90) calendar days after the date of the City's opening of bids.

Bidder hereby certifies that the licensing information hereinafter stated is true and correct. Bidder further agrees, if the bid is accepted and a contract for performance of the work is entered into with the City, to so plan work and to prosecute it with such diligence that the work shall be completed within the time stipulated in the agreement. Under the penalty of perjury bidder affirms that, to the best of bidder's knowledge, the representations made in this bid are true.

Bidders are required by law to be licensed and regulated by the contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board.

It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefor, except for specific cases outlined in Business and Professions Code, Section 7028.15.

_____	_____
Name of Bidder	Contractor's License Number
_____	_____
Signature of Bidder	Expiration Date
_____	_____
Print Name	Address of Bidder
_____	_____
Title of Signatory	
_____	(____)_____
State of Incorporation	Telephone Number
_____	_____
DIR Registration Number	Contractor's Email Address

BID BOND FORM

Note: Bidders must use this form if a bid bond is to be used as bidder's security. This form is not necessary if cash, cashier's check made payable to the City, or certified check made payable to the City, accompanies the bid.

We, the undersigned, _____ as PRINCIPAL, and _____ a corporation organized and existing under and by virtue of the laws of the State of _____ and authorized to do business in the State of California as a surety, as SURETY, acknowledge ourselves jointly and severally bound to the CITY OF PLEASANTON for ten percent (10%) of the total bid amount.

Contractor's Bid $_____
10% Bid Bond $_____

The above amount to be paid to the CITY OF PLEASANTON as follows: If the PRINCIPAL'S bid for the work required for the project, described below,

ANNUAL SIDEWALK MAINTENANCE
FOOTHILL RD ALONG STONERIDGE MALL
PROJECT NO. 17512

shall be accepted and the proposed contract awarded to the PRINCIPAL, and if the PRINCIPAL shall fail to execute the contract within the time specified in the Award and Execution of Contract section of this Contract Document, and to furnish the required faithful performance and labor and material bonds; otherwise, the obligation shall be void. Bid errors shall not constitute a defense to forfeiture.

If the City of Pleasanton brings suit upon this bond and judgment is recovered, the SURETY shall pay all costs incurred by the CITY OF PLEASANTON in bringing such suit, including reasonable attorney's fees.

IN WITNESS WHEREOF, we hereunto set our hands and seals this ___ day of _____, 2015.

_____
Principal

_____
By:

_____
Surety:

_____
By:

(Notarization of Surety's signature required)

(corporate seal)

CERTIFICATION OF BIDDER'S

EXPERIENCE AND QUALIFICATIONS

The undersigned Bidder certifies that the Bidder is, at the time of the bidding, and shall be, throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the contract documents. Bidder further certifies that the Bidder is skilled and regularly engaged in the general class and type of work called for in the contract documents.

The Bidder represents that the Bidder is competent, knowledgeable and has special skills in the nature, extent and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that the Bidder is aware of such peculiar risks and has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

Bidder has been engaged in the contracting business, under the present business name, for _____ years. Experience in work of a similar nature to that called for in the contract documents extends over a period of _____ years.

BIDDER'S CONTRACT EXPERIENCE

The Bidder shall list below three projects completed in the last seven (7) years of similar size and complexity that indicate the Bidder's experience as a Contractor.

1.

Project	Amount
Owner	Contact
Telephone	Completion Date

2.

Project	Amount
Owner	Contact
Telephone	Completion Date

3.

Project	Amount
Owner	Contact
Telephone	Completion Date

Name of Bidder _____

Signed this _____ day of _____, 20_____.

BIDDER'S Labor Classifications

The Bidder shall list below the anticipated labor classifications completed by Bidder. List Subcontractor's classifications under List of Subcontractors.

☐ ASBESTOS	☐ BOILERMAKER	☐ BRICKLAYERS	☐ CARPENTERS
☐ CARPET/LINOLEUM	☐ CEMENT MASONS	☐ DRYWALL FINISHER	☐ DRYWALL/LATHERS
☐ ELECTRICIANS	☐ ELEVATOR MECHANIC	☐ GLAZIERS	☐ IRON WORKERS
☐ LABORERS	☐ MILLWRIGHTS	☐ OPERATING ENG	☐ PAINTERS
☐ PILE DRIVERS	☐ PIPE TRADES	☐ PLASTERERS	☐ ROOFERS
☐ SHEET METAL	☐ SOUND/COMM	☐ SURVEYORS	☐ TEAMSTER
☐ TILE WORKERS	☐ _____	☐ _____	☐ _____

B. BIDDER'S FINANCIAL RESPONSIBILITY

Reference is hereby made to the following banks and surety companies as to the financial responsibility and general reliability of the Bidder:

1. Name of Bank _____

   Address _____

2. Name of Bank _____

   Address _____

3. Surety Company _____

   Address _____

4. Surety Company _____

   Address _____

C. LIST OF SUBCONTRACTORS

In conformance with Section 8-1.01 of the Standard Specifications and Section 4104 of California Public Contract Code, the Bidder shall provide the following information for each Subcontractor to whom the Bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total Bid Proposal OR $10,000, whichever is greater.

1. Name of Subcontractor _____

   Contractor License Number _____

   Address _____ Phone No. _____

   Individual, Partnership or Corporation _____

   Dollar Value of work to be Performed _____

   Work to be Performed _____

   Labor Classification/s _____

   DIR Registration # _____

   CSLB# _____ Email _____

2. Name of Subcontractor _____

Contractor License Number _____

Address _____ Phone No. _____

Individual, Partnership or Corporation _____

Dollar Value of work to be Performed _____

Work to be Performed _____

Labor Classification/s _____

DIR Registration # _____

CSLB# _____ Email _____

3. Name of Subcontractor _____

Contractor License Number _____

Address _____ Phone No. _____

Individual, Partnership or Corporation _____

Dollar Value of work to be Performed _____

Work to be Performed _____

Labor Classification/s _____

DIR Registration # _____

CSLB# _____ Email _____

4. Name of Subcontractor _____

Contractor License Number _____

Address _____ Phone No. _____

Individual, Partnership or Corporation _____

Dollar Value of work to be Performed _____

Work to be Performed _____

Labor Classification/s _____

DIR Registration # _____

CSLB# _____ Email _____

5. Name of Subcontractor _____

Contractor License Number _____

Address _____ Phone No. _____

Individual, Partnership or Corporation _____

Dollar Value of work to be Performed _____

Work to be Performed _____

Labor Classification/s _____

DIR Registration # _____

CSLB# _____ Email _____

6. Name of Subcontractor _____

Contractor License Number _____

Address _____ Phone No. _____

Individual, Partnership or Corporation _____

Dollar Value of work to be Performed _____

Work to be Performed _____

Labor Classification/s _____

DIR Registration # _____

CSLB# _____ Email _____

Signature of Bidder: _____

INSTRUCTIONS TO BIDDERS

General

The City of Pleasanton, hereinafter referred to as "City," will receive at the City Clerk's Office of the City of Pleasanton, Civic Center, 123 Main Street, Pleasanton, California, until the hour and day specified in the "Notice to Bidders," sealed Bid Proposals for furnishing materials, equipment and/or labor for performing the work described in these Contract Documents. All Bid Proposals shall be submitted in accordance with the provisions of the "Proposal Requirements and Conditions" set forth under Section 2 of the Standard Specifications of the State of California, except as modified herein.

Bid Proposal Form

All Bid Proposals shall be submitted on the Bid Proposal forms which are bound herein. All Bid Proposal forms shall be filled in completely in ink with all signature blocks signed by the Bidder. The completed Bid Proposal forms shall remain bound with the Contract Documents provided and shall be sealed in an envelope addressed to the City of Pleasanton, California and clearly labeled with identifying project name and number, and bid opening date.

Delivery of Bid Proposal

The Bid Proposal shall be delivered by the time and to the place set forth in the "Notice to Bidders." It is the Bidder's sole responsibility to see that his or her Bid Proposal is received in proper time. Any proposal received after the time fixed for opening of bids shall be returned to the Bidder unopened.

Opening of Bid Proposals

The Bid Proposals shall be publicly opened and read at the time and place fixed in the "Notice to Bidders."

Modifications and Alternative Proposals

Each Bidder represents that his or her Bid Proposal is based upon the materials and equipment described in the Contract Documents. Unauthorized conditions, limitations or provisions attached to a Bid Proposal will render it non-responsive and may cause its rejection. The completed Bid Proposal forms shall be without interlineations, alterations or erasures. Alternative Bid Proposals will not be considered unless written request has been submitted to the Engineer for approval at least seven (7) calendar days prior to the date for receipt of Bids. The request shall include the name of substitute material or equipment drawings, cut sheets, performance and test dates and any other data or information necessary for complete evaluation. If the Engineer approves any proposed substitution, such approval shall be set forth in an Addendum. Oral, telegraphic, or telephonic Bid Proposals or modifications will not be considered.

Contractor's Department of Industrial Relations Registration

A bid will not be accepted nor any contract entered into without proof that the bidder and its subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code Section 1725.5, subject to limited legal exceptions.

Discrepancies in Bid Proposals

In the event there is more than one bid item on a Bid Proposal form, the Bidder shall furnish a price for all items and failure to do so will render the Bid Proposal non-responsive and may cause its rejection. In the event there are unit price bid items on a Bid Proposal form and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly. In the event there is more than one bid item on the Bid Proposal form and the total indicated on the Bid Proposal form does not agree with the sum of the amounts bid on the individual items, the price bid on the individual items shall govern and the total on the proposal will be corrected accordingly.

Bid Security

Each Bid Proposal shall be accompanied by cash, a cashier's check or a certified check, amounting to ten percent (10%) of the Bid, payable to the order of the City of Pleasanton or by a bond for that amount and so payable in the form contained in this bid package. The amount so posted shall be forfeited to the City if the successful bidder does not, within ten (10) working days not including Saturday, Sunday and legal holidays after date of postage of mailed written notice that the contract has been awarded, enter into a contract with the City for the work.

After the contract is duly entered into by the successful bidder, the amount of the deposit will be returned to the Bidder. All certified checks, cashier's checks, and cash deposits of the unsuccessful bidders will be returned to the bidders within two (2) weeks after the contract is entered into by the successful bidder.

Miscellaneous

For requirements on Bidder's examination of site, withdrawal of proposals, and disqualification of bidders, refer to Section 2 of the Standard Specifications of the State of California.

AWARD AND EXECUTION OF CONTRACT

General

Award and execution of Contract shall be in accordance with "Award and Execution of Contract" set forth under Section 3 of the Standard Specifications of the State of California except as modified herein.

Award of Contract: The City reserves the right to reject for any reason any or all Bid Proposals.

No Bidder shall modify, withdraw or cancel a Bid Proposal or any part thereof for ninety (90) calendar days after the time designated for the opening of Bids in the "Notice to Bidders." Within this time period of ninety (90) days and if the City so chooses, the Contract shall be awarded to the lowest responsible Bidder.

In accordance with the provisions of California Business & Professions Code Section 7028.5, the City has determined that at the time that a bid is submitted, the bidder shall possess a valid **Class A General Engineering Contractor or C-8** Contractor license. Failure to possess the specified license shall render the bid as non-responsive and shall act to bar award of the Contract to any Bidder not possessing said license at the time of bid.

Execution of Contract: Within ten (10) working days, not including Saturday, Sundays and legal holidays, after date of postage of mailed notice of award to the lowest responsible Bidder, the following documents shall be submitted to the City.

- Executed contract
- Contract bonds as required by the forms contained herein including:
    - ◊ Faithful Performance Bond for 100% of contract price
    - ◊ Labor and Material Bond for 100% of contract price
    - ◊ Maintenance Bond for 10% of contract price
- Certificates of insurance
- Evidence of a current business license to conduct business in the City of Pleasanton

Failure to submit the above shall be just cause for forfeiture of the Bid Proposal security.

CONTRACT

ANNUAL SIDEWALK MAINTENANCE
FOOTHILL RD ALONG STONERIDGE MALL
PROJECT NO. 17512

THIS CONTRACT is made and entered into this _____ day of _____, 2016 by and between _____, ("Contractor"), whose address is _____, and telephone number is _____ and the CITY OF PLEASANTON, a municipal corporation ("City").

W I T N E S S E T H:

WHEREAS, the City has awarded to the Contractor a contract for **Annual Sidewalk Maintenance, Foothill Rd Along Stoneridge Mall, Project No. 17512,**

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Work to be Performed. The work will generally consist of:
Removing 16,500 square feet of existing asphalt sidewalk along Foothill Road between Stoneridge Drive and Canyon Way and replacing with concrete sidewalk and five (5) ADA ramps.

   Said work is more particularly shown in the following documents which are on file with the Engineering Department of the City and are incorporated herein by this reference:

   A. Approved Plans and Specifications entitled the **Annual Sidewalk Maintenance, Foothill Rd Along Stoneridge Mall, Project No. 17512,** and addenda thereto, if any.

   B. Contract Change Orders approved by the City Engineer, done in accordance with the Standard Specifications.

   C. The elements of the proposal submitted to the City by the Contractor, which the City has accepted.

2. Compensation. The City shall pay the Contractor for work actually performed at the unit prices set out in the Contractor's proposal to the City as set forth in Exhibit A of this agreement and incorporated herein. The quantities of work stated therein are estimates only; actual quantities will be measured for payment in accordance with the specifications.

3. Method of Payment.

A. Progress Payments. As of the twentieth day of each month, Contractor may submit for review a request for progress payment, listing the amount and value of work actually performed during the preceding month, or part thereof. Upon the City Engineer's review and approval, including adjustments if any, City shall make a progress payment to the Contractor.

B. 5% Retention. Five percent (5%) of the amount due shall be retained by the City as retention. The City shall retain five percent (5%) of the contract amount for thirty-five (35) days after the Notice of Completion for the work is recorded. The Contractor may elect to receive 100 percent of payments due under the contract documents from time to time, without retention from any portion of the payment by the City, by depositing securities of equivalent value with the City in accordance with the provisions of Section 22300 of the California Public Contract Code. Such securities, if deposited by the Contractor, shall be valued by the City, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in Section 16430 of the California Government Code.

C. Time of Payment. Requests submitted promptly as of the 20th day of each month will be paid by the 10th day of the following month.

4. Incorporation of Contract Documents. This Contract expressly incorporates all terms and conditions contained in the Contract Documents. In the event there is any conflict between this Contract and the Contract Documents, this Contract shall control.

5. **Indemnification. Contractor shall indemnify, save and hold harmless from and defend the City, members of the City Council and their agents, servants and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or other detriment or liability arising from or out of acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Contract or any amendments thereto.**

6. Certification re: Workers' Compensation. In accordance with Section 1861 of the California Labor Code, each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in

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

7. Department of Industrial Relations: Pursuant to Labor Code section 1771.1, the Bidder and its Subcontractors must be registered and qualified to perform public work pursuant to section 1725.5 of the Labor Code, subject to limited legal exceptions.

8. Independent Contractor. The Contractor is an independent contractor retained by the City to perform the work described herein. All personnel employed by the Contractor, including subcontractors, and personnel of said subcontractors, are not and shall not be employees of the City.

9. Warranty Against Defects. Contractor hereby warrants all work done under this contract against all defects in materials and workmanship for a period of 12 months following City's acceptance of said work. If any defects occur within said 12 months, Contractor shall be solely responsible for the correction of those defects.

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

CONTRACTOR:

By: _____
Its Authorized Agent

By: _____
Its Authorized Agent
(Second signature required if a corporation)

CITY OF PLEASANTON:

By: _____
Nelson Fialho, City Manager

ATTEST:

_____
Karen Diaz, City Clerk

APPROVED AS TO FORM:

_____
Daniel G. Sodergren, City Attorney

Bond No. _____

CONTRACTOR'S BOND FOR FAITHFUL PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENTS:

That _____ as Principal, and _____ incorporated under the laws of the State of _____, and licensed to do business in California to execute bonds and undertakings, as Surety, are held firmly bound unto the City of Pleasanton, a municipal corporation of the State of California, in the sum of:

_____ DOLLARS, ($_____)
for which payment, well and truly to be made, said Principal and Surety bind themselves, their administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal has entered into a certain contract with the City of Pleasanton to do and perform the following work or to wit:

ANNUAL SIDEWALK MAINTENANCE
FOOTHILL RD ALONG STONERIDGE MALL
PROJECT NO. 17512

as required by the plans and specifications, pursuant to the award made to said contractor by the Council of the City of Pleasanton on _____, 20__, as will more fully appear by reference to the minutes of said Council of said City of said date.

NOW, THEREFORE, if the Principal shall well and truly perform the obligations agreed to be performed under Contract, comply with all the provisions of the City Code and shall construct all the modification in a proper and workerlike manner in accordance with all of the requirements of the City of Pleasanton and to the satisfaction of the City Engineer, then the above obligation shall be void; otherwise to remain in full force and effect.

No cancellation or termination of this bond by the Surety shall be effective unless thirty (30) days prior written notice thereof has been delivered to the City Engineer, provided that no cancellation or termination shall affect any liability incurred or accrued hereunder prior to the expiration of said thirty (30) day period or any work performed under Contract prior to receipt of such notice.

Bond No. _____

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, and to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder of the plans accompanying the same shall in anyway affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

Appropriate modifications shall be made in such form if the bond is being furnished for the performance of an act not provided for by Contract.

This bond is executed in accordance with the rules, regulations, standards, specifications and policies of the City of Pleasanton.

IN WITNESS WHEREOF, the Principal(s) and Surety have caused these presents to be executed, and corporate names and seals to be hereunto attached by proper officers hereunto duly authorized, the day and year first hereinabove written.

Contractor	Surety
By: _____	By: _____
By: _____	By: _____
Date Signed: _____	_____ Surety Address
	_____
	_____
	_____ Surety's Phone No.

(attach acknowledgments)

LABOR AND MATERIAL BOND

WHEREAS, the City of Pleasanton, State of California, and _____ (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which agreement, dated _____, 20___, and identified as the **Annual Sidewalk Maintenance, Foothill Rd Along Stoneridge Mall, Project No. 17512,** is hereby referred to and made a part hereof, and

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Pleasanton to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said principal and the undersigned, as corporate surety, are held firmly bound unto the City of Pleasanton and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of _____dollars ($_____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety on the date set forth above.

Principal	Surety
By: _____	By: _____

(Signature of Principal and Surety must be notarized)

Bond No. _____

CONTRACTOR'S BOND FOR ONE YEAR MAINTENANCE

ANNUAL SIDEWALK MAINTENANCE
FOOTHILL RD ALONG STONERIDGE MALL
PROJECT NO. 17512

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Pleasanton has awarded and Contractor is about to execute a Contract for the above-referenced Project ("Contract") and the terms thereof, which are incorporated herein by reference, require the furnishing of a bond with said Contract providing for maintenance for a period of one (1) year from the date of acceptance by the City Council of said contract by the Contractor.

NOW, THEREFORE, WE, _____, as Contractor, and _____, as Surety, are held firmly bound unto the City of Pleasanton, as Agency in the penal sum of:

_____ DOLLARS, ($_____), lawful money of the United States of America, said sum being ten percent (10%) of the estimated amount payable by Agency under the terms of the contract, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if the above bounden _____, Principal(s), within a period of one (1) year after the completion and acceptance of the project fulfills the provisions of the Contract and complies with any necessary repairs or replacement of faulty materials to the **Annual Sidewalk Maintenance, Foothill Rd Along Stoneridge Mall, Project No. 17512,** and related facilities, then the above obligation shall be void; otherwise to remain in full force and effect.

No cancellation or termination of this bond by the Surety shall be effective unless thirty (30) days prior written notice thereof has been delivered to the City Engineer, provided that no cancellation or termination shall affect any liability incurred or accrued hereunder prior to the expiration of said thirty (30) day period or any work performed under any Contract issued by the City.

This bond is executed in accordance with the rules, regulations, standards, specifications and policies of the City of Pleasanton.

Bond No. _____

IN WITNESS WHEREOF, the Principal(s) and Surety have caused these presents to be executed, and corporate names and seals to be hereunto attached by proper officers hereunto duly authorized, the day and year first herein-above written.

Contractor

By:

By:

_____
Date Signed

Surety

By: _____

By: _____

Surety Address:

_____

_____

Surety Phone No. ( ) _____

(attach acknowledgments)

GENERAL PROVISIONS

Unless otherwise stated in these Contract Documents or deemed inapplicable by the Engineer, the General Provisions of the State of California Standard Specifications are hereby incorporated with the following General Provisions.

SECTION 1. DEFINITIONS AND TERMS

As used in these Contract Documents unless the context otherwise requires, the following terms have the meanings indicated:

Addenda: Are written or graphic instruments, clarifications or corrections, issued prior to the execution of the contract, which modify or interpret the Contract Documents.

Bidder: Any individual, partnership or corporation submitting a Bid Proposal for the work described in the Contract Documents.

Bidding Documents: Includes the Notice to Bidders, the Bid Proposal, Bid Bond, Contractor's Information Forms including the Contractor's past experience, financial responsibility and Subcontractors, and Instructions to Bidders.

City: The City of Pleasanton.

City Standard Specifications and Standard Details: Means the November 2016 edition of the City's Standard Specifications and Standard Details.

Contractor: Any individual, partnership or corporation that has entered into a Contract with the City to perform the work described in the Contract Documents.

Contract Documents: Includes the Bidding Documents, the Award and Execution of Contract Requirements, the Contract, the Labor and Material Bond, the Performance Bond, the Maintenance Bond, the City General Provisions, the Special Provisions, Project Plans, the City of Pleasanton Standard Specifications, and Standard Details, the State Standard Specifications and Plans, all Addenda issued by the City and all Change Orders executed by the City.

Engineer: The City Engineer of the City of Pleasanton, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

General Provisions: Those Specifications that apply to all projects unless specifically modified by Special Provisions.

Project Plans: Drawings specifically prepared for a particular project.

Special Provisions: Specifications specifically prepared for a particular project.

State Standard Specifications and Standard Plans: Means the May 2015 edition of the Standard Specifications and Standard Plans of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office or officer shall be interpreted to refer to the City or its corresponding agency, office or officer acting under this contract.

Subcontractor: Any individual, partnership or corporation that has contracted with the Contractor to provide labor, equipment and/or materials described in the Contract Documents which is an amount in excess of one-half of one (1) percent of the Contractor's total Bid.

Work: Material, equipment and labor to be provided to City by Contractor as defined by the Contract Documents.

SECTION 2. SCOPE OF WORK

The Work presented in these Contract Documents shall be done in accordance with: 1) the Special Provisions and Project Plans, 2) the City Standard Specifications and Standard Details and 3) the State Standard Specifications and Standard Plans. In case of conflicting portions, the above order of precedence shall prevail. In case of conflict between the specifications and drawings, the specifications shall prevail.

SECTION 3. CONTROL OF WORK AND MATERIALS

3-01. Protection of Workers in Trench Excavations: As required by Section 6705 of the California Labor Code and in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches 5 feet or more in depth, the Contractor shall submit for acceptance by the City or by a registered civil or structural engineer, employed by the City, to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs therefore shall be included in the price named in the Contract for completion of the Work as set forth in the Contract Documents. Nothing in this Section shall be construed to impose tort liability on the City, the Engineer, nor any of their officers, agents, representatives, or employees.

3-02. Substitution of Materials; Assignment of Certain Rights: In accordance with the provisions of Section 3400 of the California Public Contract Code, a Contractor shall be provided a period of not less than 35 days after award of the contract for submission of data substantiating a request for a substitution of "an equal" item.

In accordance with Section 4552 of the Government Code, the Bidder shall conform to the following requirements: In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchase of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.

SECTION 4. LEGAL RELATIONS AND RESPONSIBILITY

4-01. Travel and Subsistence Payments:

(a) As required by Section 1773.1 of the California Labor Code the Contractor shall pay travel and subsistence payments to each worker needed to execute the Work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.

(b) To establish such travel and subsistence payments, the representative of any craft, classification, or type of worker needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within 10 days after their execution and thereafter shall establish such travel and subsistence payments whenever filed 30 days prior to the call for bids.

4-02. State Wage Determination:

(a) As required by Sections 1770 et seq., of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the City's Engineering Counter, which copies shall be made available to any interested party on request. The Contractor shall post a copy of such determination at each job site.

(b) As provided in Section 1775 of the California Labor Code, the Contractor shall, as a penalty to the City, forfeit $50.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the City Engineer for such work or

craft in which such worker is employed for any public work done under the contract by it or by any subcontractor under it.

4-03. Payroll Records; Retention; Inspection; Compliance Penalties; Rules and Regulations

(a) As required under the provisions of Section 1776 of the California Labor Code, each Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

(b) The payroll records enumerated in Paragraph 4-03(a), herein, shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

2. A certified copy of all payroll records enumerated in Paragraph 4-03(a), herein, shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

3. A certified copy of all payroll records enumerated in Paragraph 4-03(a), herein, shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of labor Standards Enforcement. If the requested payroll records have not been provided pursuant to subparagraph 4-03(b2), herein, the requesting party shall pay the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of the Contractor.

(c) Each Contractor shall file a certified copy of the records, enumerated in Paragraph 4-03(a) with the entity that requested the records within 10 days after receipt of a written request.

(d) Any copy of records made available for inspection and copies furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, shall be marked or

obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the contract or performing the contract shall not be marked or obliterated.

(e) The Contractor shall inform the body awarding the contract of the location of the records enumerated under Paragraph 4-03(a) including the street address, city and county, and shall, within five (5) working days, provide a notice of change of location and address.

(f) In the event of noncompliance with the requirements of this Article, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Article. Should noncompliance still be evident after the 10-day period, the Contractor shall, as a penalty to the state or political subdivision on whose behalf the Contract is made or awarded, forfeit $25.00 dollars for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with these Paragraphs 4-03(a) through 4-03(f) lies with the Contractor.

(g) In conformance with State Bill 854 all contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) as of projects awarded on or after April 1, 2015 unless exempted by federal or state law.

4-04. Apprentices: Attention is directed to Sections 1777.5 and 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. To insure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, the Contractor (and subcontractors) should, where some question exists, contact the Division of Apprenticeship Standards prior to commencement of the work. Responsibility for compliance with this Section 4.04 lies with the Contractor. The City policy is to encourage the employment and training of apprentices on its construction contracts as may be permitted under local apprenticeship standards.

4-05. Working Hours. The Contractor shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. The Contractor shall, as a penalty of the City, forfeit $25.00 for each worker employed in the execution of the contract by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than 1-1/2 times the basic rate of pay.

4-06. Workers' Compensation:

(a) In accordance with the provisions of Section 1860 of the California Labor Code, the Contractor's attention is directed to the requirement that in accordance with the provisions of Section 3700 of the California Labor Code, every contractor will be required to secure the payment of compensation of his or her employees.

(b) In accordance with the provisions of Section 1861 of the California Labor Code, each Contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

4-07. Prime Contractor Job Site Postings. Pursuant to Labor Code Section 1771.4, Contractor is required to post all job site notices prescribed by law or regulation. The contractor shall comply with all applicable provisions of section 16451 (d) of California Labor Code relating to the posting of job site notices prescribed by regulation.

4-08. Insurance Requirements for Contractors: BIDDER'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Contractor shall procure and maintain for the duration of this contract, including one year maintenance period, contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, the Contractor's agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

(a) Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office form number CG 00 01 (ED. 1/96) covering Commercial General Liability and name the City as additional insured.

2. Insurance Services Office form number CA 00 01 (Ed. 12/93) covering Automobile Liability, Code 1 "any auto."

3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance, and an endorsement for waiver of subrogation.

(b) Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $2,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of $2,000,000 per accident.

(c) Deductibles and Self-Insured Retentions

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

(d) Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages

   a. The City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

   b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its

officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c. The specific coverage obligations set forth in this Section 4-07 are minimums only, and the Contractor shall have the obligation to provide the minimum coverages stated in these Specifications or such greater or broader coverage, if available in the Contractor's policies.

d. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

e. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

(e) Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

(f) Verification of Coverage

Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City. Where by statute, the City's workers' compensation-related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require insurance policies, at any time.

(g) Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for **each subcontractor. All coverages for subcontractors shall be subject** to all of the requirements stated herein.

4-09. Department of Industrial Relations: **This Contract** will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations, pursuant to Labor Code section 1771.4 Attention is directed to Section 1725.5 of the California Labor Code. To insure compliance and complete understanding of the law regarding contractor registration the Contractor (and subcontractors) should, where some question exists, contact the Department of Industrial Relations prior to submission of bid. Responsibility for compliance with this Section lies with the Contractor and Sub contractors.

SECTION 5. PROSECUTION AND PROGRESS

5-01. Removal, Relocation, or Protection of Existing Utilities: In accordance with the provisions of Section 4215 of the California Government Code, the Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the City or owner of the utility to provide for the removal or relocation of such utility facilities.

5-02. Preconstruction Conference: Following award of contract, submittal of executed contract, and approval of certificates of insurance and bonds, but before start of work, a preconstruction conference shall be held at a mutually agreed time and place. The conference shall be arranged by the City and attended by City representatives including the inspector, and the Contractor, Contractor's superintendent and major subcontractors. Contractor shall present at the conference the progress and submittal schedules, and progress payment format, and provide emergency phone numbers.

The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established.

5-03. Beginning of Work: The Contractor shall be prepared to begin work within fifteen (15) calendar days after "Notice to Proceed".

SECTION 6. MEASUREMENT AND PAYMENT

6-01. Payments: Attention is directed to Section 9-1.16, "Partial Payments," and 9-1.17, "Payment After Acceptance," of the State Standard Specifications and these City General Provisions.

As of the 20th day of each month, requests for progress payment listing amount and value of work performed during that month may be submitted for review. Upon review and approval or adjustment by the Engineer, progress payment will be made, retaining five percent (5%) of the amount due. Requests submitted promptly as of the twentieth of the month will be paid normally by the tenth of the following month.

The Bidder's attention is directed to the provisions of Section 9 of the Standard Specifications and the following modification, all of which are applicable to this Contract:

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer shall, within five (5) days, make such inspection, and when the Engineer finds the work acceptable under the Contract and the Contract fully performed, the Engineer will recommend to the City Council (at the next following Council meeting) that the Contract be accepted and a "Notice of Completion" be prepared and recorded. The entire balance found to be due the Contractor, including the retained percentage, shall be paid to the Contractor by the City within fifteen (15) days after the expiration of thirty (30) days following the date of recordation of the Notice of Completion.

Contractor shall supply with each progress payment request (with the exception of the first progress payment submittal) an email, fax or letter from each subcontractor stating: (a) the date that he/she has received his/her portion of the preceding payment; and (b) if the payment received was the total amount then due. Should the payment not include the total amount invoiced due to a dispute, the subcontractor shall include the details of such dispute in his/her letter with enough information for the City to verify that the provisions of Section 7108.5 of the CA Business and Professions Code have been met.

Before the final payment is due, the Contractor shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the work have been paid, except that in case of disputed indebtedness or liens, the Contractor may submit in lieu of evidence of payment, a surety bond satisfactory to the City guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by surety bond.

6-02. Substitution of Securities in Lieu of Retention: Pursuant to Section 22300 of the Public Contract Code, the contractor may substitute securities for any money held by the City to insure performance of the contract. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the City or federally-chartered banks as an escrow agent, who shall return such securities to the contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to written agreement in accordance with the provisions of Section 22300. The City shall not certify that the contract has been completed until at least 35 days after filing by the City of a Notice of Completion. Securities shall be limited to those listed in Section 16430 of the California Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon by the contractor and the City.

SECTION 7. DISPUTE RESOLUTION

7-01. Claims. This Section applies to and provides the exclusive procedures for any Claim arising from or related to the Contract or performance of the Work.

(A) *Definition.* "Claim" means a separate demand by Contractor, submitted in writing by registered or certified mail with return receipt requested, for change in the Contract Time, including a time extension or relief from liquidated damages, or a change in the Contract Price, that has previously been submitted to City as a Change Order in accordance with the requirements of the Contract Documents, and which has been rejected or disputed by City, in whole or in part.

(B) *Limitations.* A Claim may only include the portion of a previously rejected demand that remains in dispute between Contractor and City. With the exception of any dispute regarding the amount of money actually paid to Contractor as Final Payment, Contractor is not entitled to submit a Claim demanding a change in the Contract Time or the Contract Price, which has not previously been submitted to City in full compliance with this Section, and subsequently rejected in whole or in part by City.

(C) *Scope of Section.* This Section is intended to provide the exclusive procedures for submission and resolution of Claims of any amount, and applies in addition to the provisions of Public Contract Code Section 9204 and Sections 20104 et seq., which are incorporated by reference herein.

(D) *No Work Delay.* Notwithstanding the submission of a Claim or any other dispute between the parties related to the Project or the Contract Documents, Contractor must perform the Work and may not delay or cease Work pending resolution of the Claim or other dispute, but must continue to diligently prosecute the performance and timely completion of the Work, including the Work pertaining to the Claim or other dispute.

7-02. Claims Submission. The following requirements apply to any Claim subject to this Section:

(A) *Substantiation.* The Claim must be submitted to City in writing, clearly identified as a "Claim" submitted pursuant to this Section 7, and must include all of the documents necessary to substantiate the Claim including the Change Order request that was rejected in whole or in part, and a copy of City's written rejection that is in dispute. The Claim must clearly identify and describe the dispute, including relevant references to applicable portions of the Contract Documents, and a chronology of relevant events. Any Claim for additional payment must include a complete, itemized breakdown of all labor, materials, taxes, insurance, and subcontract, or other costs. Substantiating documentation such as payroll records, receipts, invoices, or the like, must be submitted in support of each claimed cost. Any Claim for an extension of time or delay costs must be substantiated with schedule analysis and narrative depicting and explaining claimed time impacts.

(B) *Claim Format.* A Claim must be submitted in the following format:

(1) General introduction, specifically identifying the submission as a "Claim" submitted under this Section 7.

(2) Relevant background information, including identification of the specific demand at issue, and the date of City's rejection of that demand.

(3) Detailed explanation of the issue(s) in dispute. For multiple issues, separately number and identify each issue and include the following for each separate issue:

(a) The background of the issue, including references to relevant provisions of the Contract Documents;

(b) A succinct statement of the matter in dispute, including Contractor's position and the basis for that position;

(c) A chronology of relevant events;

(d) The identification and attachment of all supporting documents (see subsection (A), above, on Substantiation); and

(e) Use of a separate page for each issue.

(4) Summary of issues and damages.

(5) The following certification, executed by Contractor's authorized representative:

"The undersigned Contractor certifies under penalty of perjury that its statements and representations in this Claim are true and correct. Contractor warrants that this Claim is comprehensive and complete as to the matters in dispute, and agrees that any costs, expenses, or delay claim not included herein are deemed waived. Contractor understands that submission of a Claim which has no basis in fact or which Contractor knows to be false may violate the False Claims Act (Government Code Section 12650 et seq.)."

(C) *Submission Deadlines.*

(1) A Claim must be submitted within 15 days of the date that City notified Contractor in writing that a request for a change in the Contract Time or Contract Price has been rejected in whole or in part.

(2) With the exception of any dispute regarding the amount of Final Payment, any Claim must be filed on or before the date of Final Payment, or will be deemed waived.

(3) A Claim disputing the amount of Final Payment must be submitted within 15 days of the effective date of Final Payment.

(4) Strict compliance with these Claim submission deadlines is necessary to ensure that any dispute may be mitigated as soon as possible, and to facilitate cost-efficient administration of the Project. *Any Claim that is not submitted within the specified deadlines will be deemed waived by Contractor.*

7-03. City's Response. City will respond within 45 days of receipt of the Claim with a written statement identifying which portion(s) of the Claim are disputed, unless the 45-day period is extended by mutual agreement of City and Contractor or as otherwise allowed under Public Contract Code section 9204. However, if City determines that the Claim is not adequately documented, City may first request in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim that City may have against the Claim. If Contractor fails to submit the additional documentation to City within 15 days of receipt of City's request, the Claim will be deemed waived.

(A) *Additional Information.* If additional information is thereafter required, it may be requested and provided upon mutual agreement of City and Contractor.

(B) *Non-Waiver.* Any failure by City to respond within the times specified above may not be construed as acceptance of the Claim in whole or in part, or as a waiver of any provision of these Contract Documents.

7-04. Meet and Confer. If Contractor disputes City's written response, or City fails to respond within 45 days of receipt of the Claim with, Contractor may notify City of the dispute in writing of the sent by registered or certified mail, return receipt requested, and demand an informal conference to meet and confer for settlement of the issues in dispute. If Contractor fails to dispute City's response in writing within the specified time, Contractor's Claim will be deemed waived.

(A) *Schedule Meet and Confer.* Upon receipt of the demand to meet and confer, City will schedule the meet and confer conference to be held within 30 days, or later if needed to ensure the mutual availability of each of the individuals that each party requires to represent its interests at the meet and confer conference.

(B) *Location for Meet and Confer.* The meet and confer conference will be scheduled at a location at or near City's principal office.

(C) *Written Statement After Meet and Confer.* Within ten working days after the meet and confer has concluded, City will issue a written statement identifying which portion(s) of the Claim remain in dispute, if any.

(D) *Submission to Mediation.* If the Claim or any portion remains in dispute following the meet and confer conference, within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in

dispute, the disputed portion(s) will be submitted for mediation, as set forth below.

7-05. Mediation and Government Code Claims.

(A) *Mediation.* Within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute following the meet and confer, City and Contractor will mutually agree to a mediator, as provided under Public Contract Code section 9204. Mediation will be scheduled to ensure the mutual availability of the selected mediator and all of the individuals that each party requires to represent its interests. The parties will share the costs of mediation equally, except costs incurred by each party for its representation by legal counsel or any other consultants.

(B) *Government Code Claims.*

(1) Timely presentment of a Government Code Claim is a condition precedent to filing any legal action based on or arising from the Contract.

(2) The time for filing a Government Code Claim will be tolled from the time Contractor submits its written Claim until the time that Claim is denied in whole or in part at the conclusion of the meet and confer process, including any period of time used by the meet and confer process. However, if the Claim is submitted to mediation, the time for filing a Government Code Claim will be tolled until conclusion of the mediation, including any continuations, if the Claim is not fully resolved by mutual agreement of the parties during the mediation or any continuation of the mediation.

7-06. Tort Claims. This Section does not apply to tort claims and nothing in this Section is intended nor will be construed to change the time periods for filing tort-based Government Code Claims.

7-07. Arbitration. It is expressly agreed, under California Code of Civil Procedure Section 1296, that in any arbitration to resolve a dispute relating to this Contract, the arbitrator's award must be supported by law and substantial evidence.

7-08. Damages. Contractor bears the burden of proving entitlement to and the amount of any claimed damages. Contractor is not entitled to damages calculated on a total cost basis, but must prove actual damages. Contractor is not entitled to recovery of any alleged home office overhead. The Eichleay Formula or similar formula may not be used for any recovery under the Contract. Contractor is not entitled to consequential damages, including home office overhead or any form of overhead not directly incurred at the Worksite; lost profits; loss of productivity; lost opportunity to work on other projects; diminished bonding capacity; increased cost of financing for the Project; extended capital costs; non-availability of labor, material or equipment due to delays; or any other indirect loss arising from the Contract.

7-09. Multiple Claims. In the interest of efficiency, City, acting in its sole discretion, may elect to process multiple Claims concurrently, in which case the applicable procedures above will be based on the total amount of such Claims rather than the amount of each individual Claim. Any such election will not operate to change or waive any other requirements of this Section.

7-10. Other Disputes. The procedures in this Section 7 will apply to any and all disputes or legal actions, in addition to Claims, arising from or related to this Contract, unless and only to the extent that compliance with a procedural requirement is expressly and specifically waived by City.

ATTENTION BIDDERS:

Your bid shall represent the cost of performing all Work described in the Contract Documents including:

Special Provisions and Project Plans,
City Standard Specifications and Details,
State Standard Specifications and Plans, and
all Addenda and Change Orders.

CITY STANDARD SPECIFICATIONS AND DETAILS
(Approved November 2016)

is a separate document that is available at the City of Pleasanton Engineering Department, Civic Center 200 Old Bernal Avenue (physical location) or P.O. Box 520 (mailing address) for a non-refundable cost of $20.

Call (925) 931-5650 to request a copy of the *City Standard Specifications and Details.*

The City Standard Specifications and Details can be viewed online at the City's Web Page, http://www.cityofpleasantonca.gov/ (Select: Government, Departments, Engineering, Standard Specifications & Details)

SPECIAL PROVISIONS

(These Special Provisions are to be used in conjunction with
the City Standard Specifications and Standard Details, and
the State Standard Specifications and Standard Plans)

All work shall be constructed in accordance with the City of Pleasanton Standard Specifications and Details dated November 2016, and as augmented by these Special Provisions. The Sections noted are those in the Standard Specifications except for the new Section(s) added. Where conflict exists between these documents and existing conditions, request clarification from the Project Engineer.

SECTION 1. GENERAL

1-18 Working Hours

Add:

It is our intent to work closely with nearby businesses to minimize impact to their daily operations. If the contractor is notified that their work is impacting businesses immediately consult with the Engineer to adjust their work schedule in order to minimize impacts to nearby businesses operations.

SECTION 2. TRAFFIC CONTROL

2-01D Traffic Control Plan

Contractor shall access job site only through City's right of way unless rights are granted by private property owner(s).

2-02 Pedestrian Access Plan

Contractor shall restore the sidewalk area to best extent possible each day and temporary ramp all drop offs and rough grade disturbed areas.

2-04 Measurement

Traffic control shall not be a measured item and no separate payment shall be allowed.

2-05 Payment

Payment for Traffic Control shall be considered in the contract prices paid for the various contract items of work and no separate payment shall be allowed therefore.

SECTION 3. CLEARING AND GRUBBING

3-03B Construction

Add:
At sidewalk and ADA ramp areas contractor shall scarify top 6" of subgrade, moisture condition and re-compact to 92% modify proctor density.

Contractor shall prune/trim trees and existing landscaping under direction of a certified arborists in conformance to section 20 Plants and Plantings of the City Standards.

3-04 Measurement

Clearing and grubbing shall not be a measured item.

3-05 Payment

Payment for clearing and grubbing shall be considered included in the contract prices paid for the various contract items of work and no separate payment shall be allowed therefore.

SECTION 7 . AGGREGATE BASE

7-04 Measurement

Aggregate base shall not be a measured item.

7-05 Payment

Payment for aggregate base shall be considered included in the contract prices paid for the various contract items of work and no separate payment shall be allowed therefore.

SECTION 8. ASPHALT CONCRETE, LIQUID ASPHALT AND ASPHALTIC EMULSION

8-04 Measurement

Asphalt concrete, liquid asphalt and asphaltic emulsion shall not be a measured item with regard to the removal and replacement of curb, gutter, sidewalk, and driveway and access ramp construction.

8-05 Payment

Payment for asphalt concrete, liquid asphalt and asphaltic emulsion shall be considered included in the contract prices paid for the various contract items of work and no separate payment shall be allowed therefore.

SECTION 15. CONCRETE SURFACE IMPROVEMENTS

15-02B Lampblack and Other Admixtures

Add: Lampblack shall not be used for the new sidewalk between Stoneridge Drive to Canyon Way. Locations other than the new sidewalk replacing small segments adjacent to existing concrete shall use lampblack.

15-02D Base Material

Replace with: Material shall be in conformance with Section 7 Aggregate Base of City Standard Specifications.

15-03K Stamps and Markings

All curb through drains, sewer lateral stamps, ("s"), water valve markings ("w"), address markings and red curb markings destroyed or removed during the removal or replacement of curb, shall be replaced in kind.

15-03L Sequence of Work

Concrete shall be placed and completed within 3 working days from the day demolition work begins at each location unless otherwise directed by the Engineer.

A penalty of $250 per calendar day shall be assessed against the Contractor for each repair location after the above-mentioned period has elapsed. The contractor shall schedule their work accordingly.

15-03M Special Instructions/Considerations

At some locations, the Contractor shall coordinate construction of the access ramp with the fronting property owners due to the removal of existing decorative stones, lawns, hedges, bushes, etc. that may interfere with the construction of the access ramps. If needed, work at such location shall also include tying in on the existing irrigation systems and may also include the installation of either a new lawn or new concrete surfacing to cover areas beyond the limit of the access ramps.

It is understood that field condition may necessitate that curb reveal height or curb face to be adjusted between 4 and 8 inches per direction by the Engineer.

Where existing asphalt concrete roadway is shown to be removed in conjunction with the construction of pedestrian ramp, and gutter, the asphalt concrete surfacing outline shall be sawcut to a minimum depth of 2 inches with a power driven saw before removing the surface. In order to attain proper compaction, the outline shall be a minimum of 12 inches measured from and along the lip of gutter. This area shall be excavated to a minimum depth of 6 inches and replaced with full depth AC.

Per direction from the Engineer, some locations may require the Contractor to remove and replace concrete curb and gutter that includes angle bars supporting curb inlets. These locations may also involve reinforcements on the gutter pan expanding the pay limit width of the drain inlet per City Standard Detail 201.

It is understood that the Contractor shall have access ramps located in the field by the Engineer and may require enlargement of the side areas up to the nearest control joint.

Contractor shall access job site only through City's right of way unless rights are granted by private property owner.

15-04 Measurement

Add :

Curb through drains shall not be a measured item.

Sewer lateral stamps, water valve markings, address markings and red curb markings shall not be a measured item.

Coordination work with property owners, clearing and grubbing of hedges, lawns and decorative stones including tying in on existing irrigation systems and the installation of a new lawn or new concrete surfacing shall not be a measured item.

Adjustments of curb reveal height or curb face shall not be a measured item.

Sawcutting of concrete and asphalt concrete for the construction of curb and gutter, and access ramps shall not be a measured item.

Asphalt concrete used in conjunction with the construction of curb and gutter, and access ramps shall not be a measured item.

Concrete curb and gutter along the construction limits of an access ramp shall not be a measured item. This shall be considered part of the access ramp construction.

Concrete curb and gutter with rebar and angle bars, valley and rolled curbs shall be measured as regular concrete curb and gutter.

Ramps shall be a measured item by each. The area considered as part of the access ramp construction from top of ramp wing to top of ramping to the nearest control joint.

15-05 Payment

Add :
Payment for curb through drains shall be considered included in the contract prices paid for the various contract items of work and no additional compensation shall be allowed therefore.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the removal and disposal of hedges, lawns and decorative rocks shall be considered included in the unit price paid for the construction of the access ramps regardless of class or type and no additional compensation shall be allowed therefore.

Payment for adjusting curb reveal height or curb faces shall be considered included in the contract prices paid for the various contract items of work requiring such adjustments and no additional compensation nor adjustments shall be allowed therefore.

Payment for asphalt concrete, and aggregate base rock used for the construction of curb and gutter and access ramps shall be considered included in the various contract items of work requiring such use and no separate payment shall be allowed therefore.

Payment for the removal and replacement of concrete curb and gutter associated with the construction of access ramp including all enlarged side areas to the nearest control joints shall be considered included in the contract price paid for each unit of access ramp, as specified in the bid proposal, completed in place, regardless of case or type, and no separate payment shall be allowed therefore.

Payment for "Remove Asphalt and Replace with Concrete Sidewalk, and Aggregate Base) shall include but not limited to: removal and disposal of existing asphalt and concrete, adjusting boxes, providing and installing utility boxes called out on plans, tree pruning/trimming, root grinding, reinforcement (fiber and rebar), aggregate base, grading, compaction, irrigation, restoration of landscaping and irrigation, wood chips, AC patch work, furnish and install concrete, curing, traffic control, and other associated work.

SECTION 16. STREET NAME AND TRAFFIC SIGNS

16-04 Measurement

Relocation of traffic signs including street name, and business signs that are in conflict with the installation of access ramp and sidewalk, furnishing and installation of pedestrian barricades and signage and other signage called out on the plans shall be measured as lump sum and shall be considered included in contract price paid for "Striping and Signage"

16-05 Payment

Full compensation for relocating traffic signs including street name, and business signs, pedestrian barricades and other signage shall be considered included in "Striping and Signage" and no separate payment shall be allowed therefore.

SECTION 17. TRAFFIC STRIPES AND PAVEMENT MARKINGS

16-04 Measurement

Replace:

Traffic stripes and legends shall be measured as lump sum and shall be considered included in contract price paid for "Striping and Signage"

SECTION 21. MISCELLANEOUS

21-01 E Good Neighbor Letter

Attached and made part of these special provisions is a sample of "Good Neighbor Letter" informing the public of the pending construction activity. The letter is required to be distributed a minimum of 48 hours in advance to all entities, businesses or residents that are directly impacted when access to their property may be impeded and not

restricted to the project's limit of work. The contractor is required to submit draft version of the letter to the City for review and approval prior to the start of any work. This letter is required and is in addition to the "No parking signs" required under section "2-01 E Traffic Control Restrictions." This is not a measured item of work and full compensation for complying with this special provision shall be considered included in the various contract items of work.

(SAMPLE LETTER ON FOLLOWING PAGE)

REQUIRED GOOD NEIGHBOR LETTER (48 HRS Notice)

Date:____/____/____
Contractor Name
Street Address
City, State, Zip code

RE: Second Notice, City Project Name and CIP No._____

Dear Resident:

Please be advised that heavy construction activity to replace sidewalk and install intersection ramps will begin at [(Time of Day: _____) on (Day of week: _____), (Date,___/___/___)]. It is anticipated that this work will be completed by (Time of Day: _____) on (Day of week: _____), (Date,___/__/___), weather permitting.

During this time period, you may have limited access to the sidewalk along Foothill Road. Pedestrian access to all properties will be maintained during this period.

If your driveway/sidewalk/curb and gutter is being replaced, your driveway may not be able to be used until the concrete has time to cure and set. Typically, this takes at least 72 hours after the concrete has been poured and you should plan accordingly. If you need to use your vehicle during this period, it is suggested that you park your vehicle in an area not affected by construction activity prior to the start of work.

If you have questions or special access needs, please feel free to contact Mr./Ms. _____ who is our construction superintendent on this project at ____ - _____. Also, you may contact the City's Inspector (Inspector assigned to project: Mr./Ms. _____ directly at 925-___-____).

Sincerely,

_____
Contractor Name

21-01 G Definition of Bid Items

The following are descriptions of the bid items that are noted in the Bid Proposal of these specifications:

Bid Item No. 1-2 – Install Access Ramps: This work shall include all the work associated with the removal of existing ramps and/or concrete surface, curbing, and installing new access ramp per City Standard Specifications. The work shall include, but is not limited to: clearing & grubbing, removing and replacing sidewalk, curb and gutter, landscaping, grading and disposal, root grinding, root barrier, base preparations, additional Class II AB where required and compacted to 95% density, dowelling and reinforcement. This work shall also include coordinating with utility companies. Access ramps shall be measured and counted as a completed unit in place and shall include the fronting curb and gutter, the truncated domes, the retaining curb(s) at the back or at the sides, and the potential enlargement of the side areas up to the nearest control joints, and asphalt concrete.

Bid Item No. 3 – Adjusting utility boxes: This work shall include all the work associated with the adjustment of existing utility boxes and furnishing and installing new utility boxes. The work shall include, but is not limited to: Adjusting all existing utility boxes to match new concrete, replacing utility boxes wherever necessary. This work shall also include coordinating with utility companies. Utility box adjustment shall be measured and counted as a lump sum and shall include adjusting, replacement of utility boxes where necessary.

Bid Item No. 4 – Striping and Signing: This work shall include all the work associated with replacement of the striping at the crosswalks at the intersections, relocation of existing signs and replacement of "No Ped Crossing.....Use Sidewalk" signs. The work shall include, but is not limited to: Removal, disposal, layout, placement of thermoplastic and paint, temporary markings. Remove old R49 signs and replace with new R49 (CA)(LT) signs with type I pedestrian barricade in the same locations. Striping and Signage shall be measured as lump sum.

Bid Item No. 5 - Adjust Island at the Deodar Way/Foothill Rd Intersection: This work shall include all the work associated with the Adjustment of island at the Deodar Way/Foothill Rd intersection. The work shall include, but is not limited to: Adjust the east island to make way for unobstructed crossing as shown on plans. The work shall include but not limited to: saw cutting and replace the asphalt concrete with matching existing pavement section, curb and gutter, cobblestone, landscaping, and painting of the curb. Adjusting of island at the Deodard Wy/Foothill Rd intersection shall be measured as lump sum.

Bid Item No. 6 - Remove All Asphalt and Replace with Concrete Sidewalk: This work shall include all the work associated with the removal of existing asphalt sidewalk and replace with concrete sidewalk per City Standards. The work shall include, but is not limited to: traffic control, clearing & grubbing, tree and landscaping trimming and pruning, layout, removal and disposal of existing asphalt sidewalk, furnish and installing concrete sidewalk, curing, root grinding, root barrier, scarification and compaction of

subbase, installation of Class II AB and compacted to 95% density , landscaping and irrigation restoration, pick up and spreading mulch material, grading and disposal, dowling and reinforcement (fiber and rebar), asphalt replacement, backing of sidewalk, additional work around trees per detail 1 Tree Root Arch and all other associated work. Work shall be paid by completed in place square foot of completed concrete.