



DEPARTMENT OF ENGINEERING

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

**West Las Positas Boulevard Multimodal Reconstruction Project
Phase 1 – Hopyard Road to Stoneridge Drive
CIP No. 11514**

Bid Opening Date – January 09, 2026

2:00 p.m.

To be used in conjunction with the City Standard Specifications and Details dated July 2024, the State Standard Specifications and Plans dated 2024 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

Adam Nelkie
City Engineer
No. 78830
Expires: 9/30/2025

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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 15, 2026**, for work as described in the Plans and Specifications entitled:

West Las Positas Boulevard Multimodal Reconstruction Project Phase 1 – Hopyard Road to Stoneridge Drive CIP No. 11514

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

Please review the City website and/or Bid Net Direct for addendum(s) prior to submission.

Scope of Work and Project Location

The City of Pleasanton proposes to reconstruct sections of West Las Positas Boulevard and implement the Bike and Pedestrian Master Plan improvements, from Hopyard Road in the west to Stoneridge Drive in the east. The project will rehabilitate or reconstruct pavement, construct new hardscape and landscape medians, construct protected landscape buffers on both sides of West Las Positas Boulevard, provide protected intersections and crossing treatments for bicycles and pedestrians at existing signalized intersections, upgrade ADA curb ramps and driveways, and modify existing bus stops.

The project will also construct spot repairs and replacements for existing wet utilities, including existing stormwater, sewer, and water mains and laterals.

The contractor shall furnish all labor, materials, equipment, incidentals, transportation and other necessary services to complete the work in accordance with these Project Plans and Special Provisions.

The Engineer's cost estimate for the project is **\$30.51 million**.

Copies of Plans and Specifications

In order to be an eligible bidder, plans, specifications and all bid proposal and contract documents must adhere to the latest version of all bid documents as amended through any addendums. Plans may be purchased from the Engineering Department of the City of Pleasanton, Civic Center, 200 Old Bernal Avenue, at a cost of **\$30 per set** plus shipping. Plans will be electronically available on the City's website and bidnetdirect.com at no charge. The City requests all parties interested in this bid opportunity to email the City to be added to the plan holder list. Any addenda will be sent electronically to those on the plan holder list prior to the bid opening date. To request plans or to be added to the plan holder list, please email: kroberts@cityofpleasantonca.gov and hho@cityofpleasantonca.gov.

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.

Bid Forms

The Contractor is responsible for reviewing the City of Pleasanton's City Bids website (and/or bidnetdirect.com) to ensure they have the latest addendums and utilize all updated documents issued through addendum. Bidders must complete bid proposal and submit it in its entirety. Failure to do so will cause the bid to be deemed nonresponsive.

City of Pleasanton's City Bids Website: <http://www.cityofpleasantonca.gov/business/bids.asp>

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-12 Earthwork and Paving** 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 **hho@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: _____

By: _____
Jocelyn Kwong, City Clerk

BID PROPOSAL

**West Las Positas Boulevard Multimodal Reconstruction Project
Phase 1 – Hopyard Road to Stoneridge Drive
CIP No. 11514**

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 **WEST LAS POSITAS BOULEVARD MULTIMODAL RECONSTRUCTION PROJECT-PHASE 1- HOPYARD ROAD TO STONERIDGE DRIVE, CIP NO. 11514**, 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.

Liquidated Damages.

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 one hundred twenty-five **(125) working days** after start of work. Bidder shall pay as liquidated damages in the sum of **\$2,500 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:

<u>No.</u>	<u>Date</u>	<u>No.</u>	<u>Date</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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	Unit Price	Total
1	1	LS	MOBILIZATION		
2	1	LS	CONSTRUCTION AREA SIGNS		
3	1	LS	TRAFFIC CONTROL SYSTEM		
4	1	LS	JOB SITE MANAGEMENT		
5	1	LS	PREPARE CONSTRUCTION EQUIPMENT STAGING PLANS AND SPECIFICATIONS		
6	1	LS	CLEARING AND GRUBBING		
7	1	LS	TREE PROTECTION		
8	172	EA	TREE REMOVAL		
9	1	LS	CONSTRUCTION STAKING		
10	1	LS	PREPARE STORM WATER POLLUTION PREVENTION PLAN		
11	1	LS	TRENCH SHORING		
12	16,200	TON	HOT MIX ASPHALT (TYPE A)		
13	7,280	CY	CLASS 2 AGGREGATE BASE		
14	690	CY	CLASS 2 PERMEABLE MATERIAL		
15	7,830	SQFT	DIGOUT		
16	191,000	SQFT	PAVEMENT PULVERIZATION (14") - RECYCLED AGGREGATE BASE		
17	191,000	SQFT	RECYCLED AGGREGATE		

Item No.	Quantity (Approximate)	Unit of Measure	Item Description	Unit Price	Total
			BASE PLACEMENT (14")		
18	3,470	CY	PAVEMENT EXCAVATION & DISPOSAL (16" EXISTING SUBGRADE/LIME TREATED BASE)		
19	10,200	CY	PAVEMENT EXCAVATION & DISPOSAL (18" ASPHALT CONCRETE+AGGREGATE BASE)		
20	9,690	CY	PAVEMENT EXCAVATION & DISPOSAL (12" ASPHALT CONCRETE+AGGREGATE BASE)		
21	184,000	SQFT	LIME TREATMENT AND GRADING (18")		
22	70,700	SQFT	LIME TREATMENT AND GRADING (16")		
23	49,500	SQYD	SUBGRADE ENHANCEMENT GEOGRID		
24	10,300	SQFT	STAMPED ASPHALT CONCRETE PAVEMENT		
25	5,910	CY	ROADWAY EXCAVATION (LANDSCAPE MEDIAN)		
26	5,530	CY	ROADWAY EXCAVATION (BIORETENTION AREA)		
27	9,230	LF	REMOVE EXISTING MEDIAN CURB		
28	79,400	SQFT	REMOVE CONCRETE (CURB & GUTTER, SIDEWALK, DRIVEWAY, CURB RAMP)		
29	13,100	SQFT	REMOVE PAVER PEDESTRIAN CROSSWALK		
30	17,900	SQFT	REMOVE LIGHTWEIGHT CELLULAR CONCRETE		
31	2,000	LF	CONSTRUCT 42" MEDIAN VERTICAL		

Item No.	Quantity (Approximate)	Unit of Measure	Item Description	Unit Price	Total
			CURB		
32	5,320	LF	CONSTRUCT 36" MEDIAN VERTICAL CURB		
33	1,710	LF	CONSTRUCT 24" MEDIAN VERTICAL CURB		
34	450	LF	CONSTRUCT BUS STOP CURB		
35	8,020	LF	CONSTRUCT BIORETENTION VERTICAL CURB		
36	7,430	LF	CONSTRUCT BIORETENTION VERTICAL CURB (6" GUTTER PAN)		
37	1,000	LF	CONSTRUCT CURB AND GUTTER		
38	1,370	LF	CONSTRUCT CURB AND GUTTER (MODIFIED)		
39	2,320	LF	CONSTRUCT RETAINING CURB		
40	437	EA	CONSTRUCT CURB OPENING		
41	155	EA	CONSTRUCT BIORETENTION CONCRETE TIE BEAM		
42	92,100	SQFT	BIORETENTION PVC LINER		
43	10,800	SQFT	CONSTRUCT DG BUFFER (2" DECOMPOSED GRANITE +8" AGGREGATE BASE)		
44	48,450	SQFT	CONSTRUCT CONCRETE SIDEWALK		
45	5,250	SQFT	CONSTRUCT CONCRETE ADA CURB RAMP		
46	3,600	SQFT	CONSTRUCT CONCRETE BIKE RAMP		
47	5,100	SQFT	CONSTRUCT CONCRETE BUS PAD		
48	6,400	SQFT	CONSTRUCT CONCRETE HARDSCAPE		
49	1,900	SQFT	CONSTRUCT CONCRETE (COLORIZED)		
50	2,700	SQFT	CONSTRUCT STAMPED		

Item No.	Quantity (Approximate)	Unit of Measure	Item Description	Unit Price	Total
			CONCRETE DRIVEWAY		
51	1,620	SQFT	INSTALL DETECTABLE WARNING SURFACE		
52	23,300	SQFT	MINOR CONCRETE (DRIVEWAY)		
53	15,400	SQYD	COLD PLANE ASPHALT CONCRETE PAVEMENT		
54	20,000	LF	TEMPORARY CONCRETE K-RAIL		
55	23	EA	TEMPORARY CRASH CUSHION		
56	1	LS	CMS SIGNS		
57	1	LS	COMPACTION GROUTING (WEST LAS POSITAS & STONERIDGE)		
58	79	EA	TEMPORARY DRAINAGE INLET PROTECTION		
59	445	LF	TEMPORARY CHECK DAM		
60	10	EA	BIKE LANE BOLLARD WITH FLEXIBLE POST (TYPE K71)		
61	1,880	SQFT	THERMOPLASTIC PAVEMENT MARKING		
62	7,150	SQFT	COLOR CYCLE LANE (GREEN BIKE LANE PAVEMENT MARKING)		
63	2,500	LF	THERMOPLASTIC TRAFFIC STRIPE (12")		
64	12,500	LF	THERMOPLASTIC TRAFFIC STRIPE (DETAIL 9)		
65	40	LF	THERMOPLASTIC TRAFFIC STRIPE (DETAIL 22)		
66	25	LF	THERMOPLASTIC TRAFFIC STRIPE (24 CURB)		
67	10,300	LF	THERMOPLASTIC TRAFFIC STRIPE (DETAIL 25)		
68	530	LF	THERMOPLASTIC TRAFFIC STRIPE (DETAIL 27B)		
69	4,500	LF	THERMOPLASTIC		

Item No.	Quantity (Approximate)	Unit of Measure	Item Description	Unit Price	Total
			TRAFFIC STRIPE (DETAIL 38)		
70	425	LF	THERMOPLASTIC TRAFFIC STRIPE (DETAIL 38A)		
71	1,270	LF	THERMOPLASTIC TRAFFIC STRIPE (DETAIL 39)		
72	3,000	LF	THERMOPLASTIC TRAFFIC STRIPE (DETAIL 39A)		
73	370	LF	THERMOPLASTIC TRAFFIC STRIPE (DETAIL 44)		
74	16	EA	INSTALL ROADSIDE SIGN AND POST		
75	8	EA	INSTALL SIGN (STRAP AND SADDLE BRACKET METHOD)		
76	21	EA	RELOCATE ROADSIDE SIGN		
77	14	EA	REMOVE ROADSIDE SIGN		
78	24	EA	RESET ROADSIDE SIGN		
79	5	EA	ADJUST MONUMENT COVER TO GRADE		
80	6	EA	RESET MONUMENT		
81	1,050	LF	RECTANGULAR STEEL TUBE PIPE		
82	120	LF	15" REINFORCED CONCRETE PIPE		
83	605	LF	18" REINFORCED CONCRETE PIPE		
84	13	LF	21" REINFORCED CONCRETE PIPE		
85	205	LF	24" REINFORCED CONCRETE PIPE		
86	30	LF	30" REINFORCED CONCRETE PIPE		
87	36	LF	42" REINFORCED CONCRETE PIPE		
88	955	LF	48" REINFORCED CONCRETE PIPE		
89	6,910	LF	4" PERFORATED PVC PIPE		
90	8,020	LF	6" PERFORATED PVC PIPE		

Item No.	Quantity (Approximate)	Unit of Measure	Item Description	Unit Price	Total
91	1,050	LF	6" PVC PIPE (BIORETENTION)		
92	10	LF	4" PVC PIPE (WATER)		
93	125	LF	6" PVC PIPE (WATER)		
94	25	LF	8" PVC PIPE (WATER)		
95	975	LF	10" PVC PIPE(WATER)		
96	90	LF	12" PVC PIPE(WATER)		
97	39	EA	FLEXIBLE COUPLING		
98	2	EA	POWERMAX COUPLING		
99	13	CY	INSTALL COBBLESTONE SPLASH PAD (BIORETENTION AREA)		
100	1	EA	INSTALL 6" WATER VALVE		
101	12	EA	INSTALL 10" WATER VALVE		
102	7	EA	CONVERT DRAINAGE INLET TO MANHOLE		
103	1	EA	CONVERT DRAINAGE INLET TO OVERFLOW INLET		
104	16	EA	REMOVE DRAINAGE INLET		
105	7	EA	CITY OF PLEASANTON DRAINAGE INLET (TYPE II)		
106	26	EA	CALTRANS TYPE G1 OVERFLOW INLET		
107	67	EA	CLEANOUT		
108	118	EA	6" BEEHIVE OVERFLOW DRAIN		
109	16	EA	ADJUST STORM DRAIN MANHOLE TO GRADE		
110	1	EA	CITY OF PLEASANTON STORM DRAIN MANHOLE (TYPE I)		
111	1	EA	CITY OF PLEASANTON STORM DRAIN MANHOLE (TYPE II)		
112	1	EA	RECONSTRUCT BOX AND GRATE		
113	110	LF	6" VITRIFIED CLAY PIPE		
114	555	LF	8" VITRIFIED CLAY PIPE		
115	35	EA	UTILITY TRENCH CUTOFF		
116	1	EA	ADJUST STREETLIGHT		

Item No.	Quantity (Approximate)	Unit of Measure	Item Description	Unit Price	Total
			BOX		
117	18	EA	ADJUST SANITARY SEWER MANHOLE TO GRADE		
118	2	EA	ADJUST FIRE HYDRANT TO GRADE		
119	43	EA	ADJUST WATER VALVE COVER TO GRADE		
120	10	LF	REMOVE 16" DUCTILE IRON PIPE		
121	105	LF	ABANDON 16" DUCTILE IRON PIPE		
122	110	LF	16" DUCTILE IRON PIPE		
123	4	EA	16" DIP FITTING		
124	7,145	EA	SHRUBS AND GROUNDCOVER - 1 GAL		
125	2,951	EA	SHRUBS - 5 GAL		
126	166	EA	TREES - 15 GAL		
127	118	EA	TREES - 24 BOX		
128	2,170	CY	BIORETENTION SOIL MEDIA (BSM), 24" Depth		
129	6,140	CY	IMPORTED TOPSOIL, 24" Depth		
131	1	LS	PLANT ESTABLISHMENT WORK (90 DAYS)		
132	770	CY	WOOD MULCH FOR PLANTING AREA, 3" Depth		
133	270	CY	NON-FLOATING MULCH FOR BIORETENTION AREA, 3" Depth		
134	10,990	LF	ROOT BARRIER		
135	1	LS	CHECK AND TEST EXISTING IRRIGATION FACILITIES		
136	1	LS	IRRIGATION WATER SERVICE CHARGES		
137	22	EA	1" REMOTE CONTROL VALVE		
138	2	EA	MASTER VALVE - 1 1/2" REMOTE CONTROL VALVE		
	1	EA	48 STATION IRRIGATION		

Item No.	Quantity (Approximate)	Unit of Measure	Item Description	Unit Price	Total
			CONTROLLER		
139	82,880	SQFT	SUBSURFACE DRIP IRRIGATION FOR PLANTING AREA (INCLUDE DRIPINES, FLUSH VALVES, AND AIR RELIEF VALVES		
140	29,320	SQFT	SUBSURFACE DRIP IRRIGATION FOR BIORETENTION AREA (INCLUDE DRIPINES, FLUSH VALVES, AND AIR RELIEF VALVES		
141	2	EA	1 1/2" BACKFLOW PREVENTER ASSEMBLY		
142	2	EA	1" FLOW SENSOR		
143	568	EA	TREE BUBBLER ASSEMBLY		
144	69	EA	DRIP VALVE ASSEMBLY		
145	11	EA	2 1/2" GATE VALVE		
146	29,980	LF	LATERAL LINE (SCHEDULE 40 PVC)		
147	14,200	LF	IRRIGATION MAINLINE (SCHEDULE 80 PVC)		
148	94	EA	1" QUICK COUPLING VALVE		
149	4,900	LF	SLEEVE (SCHEDULE 80 PVC)		
150	1	LS	HOPYARD & W LAS POSITAS TRAFFIC SIGNAL MODIFICATIONS		
151	1	LS	WILLOW & W LAS POSITAS TRAFFIC SIGNAL MODIFICATIONS		
152	1	LS	HACIENDA & W LAS POSITAS TRAFFIC SIGNAL MODIFICATIONS		
153	1	LS	STONERIDGE & W LAS POSITAS TRAFFIC SIGNAL MODIFICATIONS		
154	1	LS	W LAS POSITAS LIGHTING MODIFICATIONS		

Item No.	Quantity (Approximate)	Unit of Measure	Item Description	Unit Price	Total
TOTAL				\$	

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

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.

<div>Name of Bidder</div>	<div>Contractor's License Number</div>
<div>Signature of Bidder</div>	<div>Expiration Date</div>
<div>Print Name</div>	<div>Address of Bidder</div>
<div>Title of Signatory</div>	<div>()</div>
<div>State of Incorporation</div>	<div>Telephone Number</div>
<div>DIR Registration Number</div>	<div>Contractor's Email Address</div>

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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, _____ ("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, ("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 Principal's bid for the work
required for the project, described below,

**WEST LAS POSITAS BOULEVARD MULTIMODAL RECONSTRUCTION PROJECT-PHASE 1-
HOPYARD ROAD TO STONERIDGE DRIVE
CIP NO. 11514**

shall be accepted and the proposed contract awarded to Principal, and if 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, 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 _____, 20__.

Principal

By:

Surety:

By:

(Notarization of Surety's signature required)

(corporate seal)

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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.

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

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 2.1 – 1.10 of the Caltrans Standard Specifications and § 4100 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-12 Earthwork and Paving** 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.

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CONTRACT

WEST LAS POSITAS BOULEVARD MULTIMODAL RECONSTRUCTION PROJECT-PHASE 1- HOPYARD ROAD TO STONERIDGE DRIVE CIP NO. 11514

THIS CONTRACT is made and entered into this ____ day of _____, 20__ 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 **WEST LAS POSITAS BOULEVARD MULTIMODAL RECONSTRUCTION PROJECT-PHASE 1- HOPYARD ROAD TO STONERIDGE DRIVE, CIP NO. 11514**

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:

The project will rehabilitate or reconstruct pavement, construct new hardscape and landscape medians, construct protected landscape buffers on both sides of West Las Positas Boulevard, provide protected intersections and crossing treatments for bicycles and pedestrians at existing signalized intersections, upgrade ADA curb ramps and driveways, and modify existing bus stops.

The project will also construct spot repairs and replacements for existing wet utilities, including existing stormwater, sewer, and water mains and laterals.

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 **WEST LAS POSITAS BOULEVARD MULTIMODAL RECONSTRUCTION PROJECT-PHASE 1- HOPYARD ROAD TO STONERIDGE DRIVE, CIP NO. 11514** 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, the 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. The 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, the 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: _____
Gerry Beaudin, City Manager

ATTEST:

Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney

CONTRACTOR'S BOND FOR FAITHFUL PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENTS:

Whereas, The City Council of the City of Pleasanton, State of California, and _____ (“Principal”) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20____, and identified as **WEST LAS POSITAS BOULEVARD MULTIMODAL RECONSTRUCTION PROJECT-PHASE 1- HOPYARD ROAD TO STONERIDGE DRIVE, CIP NO. 11514**, is hereby referred to and made a part hereof; and

Whereas, Said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, Principal and _____ (“Surety”), are held and firmly bound unto the City of Pleasanton, in the penal sum of _____ dollars (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, Principal’s heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on Principal’s part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City of Pleasanton, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

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

In witness whereof, this instrument has been duly executed by the Principal(s) and Surety above named, on _____, 20____..

Contractor	Surety
By: _____	By: _____
By: _____	By: _____
Date Signed: _____	_____
	Surety Address

	Surety's Phone No.

(attach acknowledgments)

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Pleasanton, State of California, and _____ (“Principal”) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, dated _____, 20____, and identified as **WEST LAS POSITAS BOULEVARD MULTIMODAL RECONSTRUCTION PROJECT-PHASE 1- HOPYARD ROAD TO STONERIDGE DRIVE, CIP NO. 11514**, is hereby referred to and made a part hereof; and

Whereas, Under the terms of the 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 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

Now, therefore, Principal and the undersigned as corporate surety, are held firmly bound unto the City of Pleasanton and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the 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 this work or labor, that the 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 of Pleasanton in successfully enforcing this 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 inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 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 the 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 Principal and surety above named, on _____, 20____.

Principal

Surety

By: _____

By: _____

(Signature of Principal and Surety must be notarized)

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CONTRACTOR'S BOND FOR ONE YEAR MAINTENANCE

WEST LAS POSITAS BOULEVARD MULTIMODAL RECONSTRUCTION PROJECT-PHASE 1- HOPYARD ROAD TO STONERIDGE DRIVE CIP NO. 11514

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, Contractor and _____ (“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 **WEST LAS POSITAS BOULEVARD MULTIMODAL RECONSTRUCTION PROJECT-PHASE 1- HOPYARD ROAD TO STONERIDGE DRIVE, CIP NO. 11514** 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 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

Surety

By:

By: _____

By:

By: _____

Date Signed

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 2024 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 2024 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 the 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

The 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

The 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.

The 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 the 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 the 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 the 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 the 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 the 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 the Contractor disputes City's written response, or City fails to respond within 45 days of receipt of the Claim with, the 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 the Contractor fails to dispute City's response in writing within the specified time, the 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 the 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. The Contractor bears the burden of proving entitlement to and the amount of any claimed damages. The Contractor is not entitled to damages calculated on a total cost basis, but must prove actual damages. The 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. The 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 July 2024)

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.

REQUIRED FEDERAL-AID CONTRACT SPECIAL PROVISIONS

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Under 49CFR26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49CFR26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49CFR26). To ensure equal participation of DBEs provided in 49CFR26.5, the Agency shows a contract goal for DBEs. Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: <https://dot.ca.gov/programs/business-and-economic-opportunity/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49CFR26.55(d)(1) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the

- transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

a. DBE Commitment Submittal

Submit the Exhibit 15-G *Construction Contract DBE Commitment*, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, all bidders must complete and submit Exhibit 15-G to the Agency. The DBE Commitment form must be received by the Agency within five (5) days of bid opening.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

b. Good Faith Efforts Submittal

Exhibit 15-H: Proposer/Contractor Good Faith Efforts is due to the local agency within five (5) days of bid opening. Days means calendar days. In computing any period of time described in this part, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or federal holiday, the period extends to the next day that is not a Saturday, Sunday, or federal holiday. Similarly, in circumstances where the recipient's offices are closed for all or part of the last day, the period extends to the next on which the agency is open. Only good faith efforts directed towards obtaining participation and meeting or exceeding the DBE contract goal will be considered.

Submittal of good faith efforts documentation within the specified time protects your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide

sufficient time to allow DBEs to respond.

3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments from other bidders when determining whether the low bidder made good faith efforts to meet or exceed the DBE goal.

c. Exhibit 15-G - Construction Contract DBE Commitment

Complete and sign Exhibit 15-G *Construction Contract DBE Commitment* included in the contract documents regardless of whether DBE participation is reported. Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, please submit a copy of the joint venture agreement.

d. Subcontractor and Disadvantaged Business Enterprise Records

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of subcontractors (DBE and Non-DBE)*, and Exhibit 15-G *Construction Contract DBE Commitment* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-0, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report — Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*. Submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

e. Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if the bidder shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
 2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
 3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
 4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
 5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
 6. Listed DBE is ineligible to work on the project because of suspension or debarment.
 7. Listed DBE becomes bankrupt or insolvent.
 8. Listed DBE voluntarily withdraws with written notice from the Contract
 9. Listed DBE is ineligible to receive credit for the type of work required.
 10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
 11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from you to the DBE regarding the request.
3. Notices from the DBEs to you regarding the request.

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

The contractor or consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor or subconsultant obtains the agency's written consent. Unless the agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the *Exhibit 15-G. Construction Contract DBE Commitment*.

2. BID OPENING The Agency publicly opens and reads bids at the time and place shown on the *Notice to Bidders*.
3. BID RIGGING The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous.. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.
4. CONTRACT AWARD If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.
5. CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

6. CHANGED CONDITIONS

a. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

b. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not

an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of 60 WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City of Pleasanton the sum of \$2,000 per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];

2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
 2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

9. QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP.

10. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency, unless as agreed to in writing by the prime contractor and subcontractor, pursuant to Section 7108.5 of the Business and Professions Code and Section 10262 of the California Public Contract Code. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

**FHWA-1273 -- Revised May 1, 2012 REQUIRED
CONTRACT PROVISIONS FEDERAL-AID
CONSTRUCTION CONTRACTS**

EXHIBIT 12-G: REQUIRED FEDERAL-AID CONTRACT LANGUAGE

(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts.
The following language, with minor edits, was taken from the Code of Federal Regulations.

**MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS
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1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. An adequate GFE means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

If the DBE goal is not met, the contractor needs to complete and submit the DBE GFE documentation as described in Local Assistance Procedures Manual (LAPM) Chapter 9, Section 9.8 within 5 (five) days of bid opening.

It is the prime contractor's responsibility to verify that the DBE firm is certified as a DBE on the date of bid opening by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and Work Code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document this verification by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at:

<https://dot.ca.gov/programs/civil-rights/dbe-search>.

DBE participation will only count toward the California Department of Transportation's federally mandated statewide overall DBE goal if the DBE performs a commercially useful function under 49 CFR 26.55.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

A. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

B. Contract Assurance

Under 49 CFR 26.13(b): The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

C. Prompt Progress Payment

In accordance with California Business and Professions Code section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

D. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 1: No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the

contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 2: No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

E. Termination and Replacement of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

Termination of DBE Subcontractors

After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the Agency:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law, or is not properly registered with the California Department of Industrial Relations as a public works contractor.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to

perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).

5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

To terminate a DBE or to terminate a portion of a DBE's work, the contractor must use the following procedures:

1. Send a written notice to the DBE of Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Agency. The written notice to the DBE must request they provide any response within five (5) business days to both the Contractor and the Agency by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within 5 business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice.
3. Submit Contractor's DBE termination request by written letter to the Agency and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice
 - The DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.

The Agency shall respond in writing to Contractor's DBE termination request within 5 business days.

Replacement of DBE Subcontractors

After receiving the Agency's written authorization of DBE termination request, the Contractor must obtain the Agency's written agreement for DBE replacement. The Contractor must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the Agency which must include:
 - a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Quote for bid item work and description of work to be performed
 - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Subcontracting Request form
 - Revised Exhibit 15-G: Construction Contract DBE Commitment
2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's GFEs

to use DBE replacement firms within 7 days of Agency's authorization to terminate the DBE. The Contractor may request the Agency's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:

- Search results of certified DBEs available to perform the original DBE work identified and/or other work the Contractor had intended to self-perform, to the extent needed to meet the DBE commitment
- Solicitations of DBEs for performance of work identified
- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide Contractor's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the Agency may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports the GFE

The Agency shall respond in writing to the Contractor's DBE replacement request within five (5) business days. The Contractor must submit a revised Subcontracting Request form if the replacement plan is authorized by the Agency.

F. Commitment and Utilization

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall complete and sign Exhibit 15-G: Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. LAPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 15-G: Construction Contract DBE Commitment unless they receive written authorization for a termination or replacement from the Agency.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each DBE (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

G. Running Tally of Attainments

For projects awarded on or after March 1, 2020, but before September 1, 2023:

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects that are awarded on or after September 1, 2023:

Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the prime contractor must now submit Exhibit 9-P to the Local Agency administering the contract. If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P.

H. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF. Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

The Contractor must perform CUF evaluation for each DBE company working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work, and continue to monitor the performance of CUF for the duration of the project.

The Contractor must provide written notification to the AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, the Contractor shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
 - Purchase orders
 - Bills of lading
 - Invoices
 - Proof of payment
-

The Contractor must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. The Contractor must submit to the AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three (3) months of work.

The Contractor must notify the AGENCY immediately if the Contractor believes the DBE may not be performing a CUF.

The AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional AGENCY evaluations. The AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The AGENCY will provide written notice to Contractor and DBE at least two (2) business days prior to any evaluation. The Contractor and DBE must participate in the evaluation. Upon completing the evaluation, the AGENCY must share the evaluation results with the Contractor and DBE. An evaluation could include items that must be remedied upon receipt. If the AGENCY determines the DBE is not performing a CUF the Contractor must suspend performance of the noncompliant work.

The Contractor and DBEs must submit any additional CUF related records and documents within five (5) business days of AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If the Contractor and/or the AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, immediately suspend performance of the noncompliant portion of the work. The AGENCY may deny payment for the noncompliant portion of the work. The AGENCY will ask the Contractor to submit a corrective action plan (CAP) to the AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the Contractor will correct the noncompliance findings for the remaining portion of the DBE's work. The AGENCY has five (5) days to review the CAP in conjunction with the prime contractor's review. The Contractor must implement the CAP within five (5) days of the AGENCY's approval. The AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a CUF on the Contract, then the Contractor may have good cause to request termination of the DBE.

I. Use of Joint Checks

A joint check may be used between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if the contractor obtains prior approval from the LPA for the proposed use of joint check upon submittal of the LAPM 9-K: DLA Disadvantaged Business Enterprises (DBE) Joint Check Agreement Request form.

To use a joint check, the following conditions must be met:

- All parties, including the Contractor, must agree to the use of a joint check
 - Entity issuing the joint check acts solely to guarantee payment
 - DBE must release the check to the material supplier
 - LPA must authorize the request before implementation
 - Any party to the agreement must provide requested documentation within 10 days of the LPA's request for the documentation
 - Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier
-

A request for a joint check agreement may be initiated by any party. If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

Failure to comply with the above requirements disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

2. BID OPENING

The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.

3. BID RIGGING

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424- 9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. CONTRACT AWARD

If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (23 CFR 635.110).

6. CHANGED CONDITIONS

A. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.
[This provision may be omitted by the Local Agency, at their option.]

B. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of 125 WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County of Pleasanton the sum of \$ 2,500 per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or \$2,500, materials produced outside the United States may be used if authorized.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

Construction Materials

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products such as:
 - [2.1 Polyvinylchloride](#)
 - [2.2 Composite Building Materials](#)
3. Glass
4. Fiber optic cable (including drop cable)
5. Optical fiber
6. Lumber
7. Engineered wood
8. Drywall

All manufacturing processes for these materials as defined in 2 CFR 184.6 must occur in the United States.

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States. Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

Waivers

If Buy America waivers are granted, use the following language to include in the contract:

The following steel and iron products, manufactured products, or construction materials have received an approved Buy America waiver for this contract, and therefore, are not subject to Buy America requirements:

1. _____
2. _____

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT**A. FROM THE AGENCY TO THE CONTRACTORS**

The Local Agency shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor on a construction contract. If the Local Agency fails to pay promptly, the Local Agency shall pay interest to the Contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the Local Agency shall act in accordance with both of the following:

1. The Local Agency shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The Local Agency must return any payment request deemed improper by the Local Agency to the Contractor as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. SUBMITTAL OF EXHIBIT 9-P

For projects awarded on or after September 1, 2023:

The Contractor must submit Exhibit 9-P to the Local Agency administering the contract by the 15th of the month following the month of any payment(s). If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The Local Agency must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfall to the DBE commitment and prompt payment issues until the end of the project. The Local Agency must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the Contractor.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

[Form FHWA-1273 must be physically inserted into the contract without modification, excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS.]

*[The current version of Form FHWA-1273 is accessible at FHWA's website:
<https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>]*

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization (45 Fed Reg 65984 (10/3/1980)) are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties:	28.9
	7120 Salinas-Seaside-Monterey, CA CA Monterey	25.6
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	7400 San Jose, CA CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA CA Santa Cruz	14.9
	7500 Santa Rosa CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	17.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
177	Sacramento, CA: SMSA Counties:	16.1
	6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties	14.3
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	
178	Stockton-Modesto, CA: SMSA Counties:	12.3
	5170 Modesto, CA CA Stanislaus 8120 Stockton, CA	24.3
	CA San Joaquin Non-SMSA Counties	19.8
	CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	
179	Fresno-Bakersfield, CA SMSA Counties:	19.1
	0680 Bakersfield, CA CA Kern	
	2840 Fresno, CA CA Fresno	26.1
	Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6

180	Los Angeles, CA:	
	SMSA Counties:	
	0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange	
	4480 Los Angeles-Long Beach, CA	28.3
	CA Los Angeles	
	6000 Oxnard-Simi Valley-Ventura, CA CA	21.5
	Ventura	
	6780 Riverside-San Bernardino-Ontario, CA	19.0
	CA Riverside; CA San Bernardino	19.7
181	7480 Santa Barbara-Santa Maria-Lompoc, CA	
	CA Santa Barbara	24.6
	Non-SMSA Counties	
	CA Inyo; CA Mono; CA San Luis Obispo	
	San Diego, CA:	
	SMSA Counties	
	7320 San Diego, CA	16.9
	CA San Diego	
	Non-SMSA Counties	18.2
	CA Imperial	

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

[The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E.

Note: Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.]

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the

Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title

VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
 - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such
-

programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
 - The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
-

Federal Trainee Program Special Provisions (to be used when applicable)

14. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is _____.

This section applies if a number of trainees or apprentices is [shown on the Notice of Bidders](#).

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of _____:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City/County of _____ approval for this submitted information before the prime contractor starts work. The City/County of _____ credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower-level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of _____ reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
 - a. Contribute to the cost of the training
 - b. Provide the instruction to the apprentice or trainee
 - c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee a:

1. Copy of the training plan approved by the U.S. Department of Labor or a training plan for trainees approved by both Caltrans and FHWA
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting contractor's performance under this section.

15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

SPECIAL PROVISIONS

(These Special Provisions are to be used in conjunction with the City Standard Specifications and Standard Details, and the 2024 State Standard Specifications and Standard Plans)

All work shall be constructed in accordance with the City of Pleasanton Standard Specifications and Details, dated July 2024, 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

1-06 Protection of Existing Utilities and Property

Add:

All irons and utility vaults belonging to PG&E, AT&T, Lumen, Verizon, Zayo and Comcast shall be adjusted to grade by each corresponding utility owner. The Contractor shall contact and coordinate adjustments (lower/raise) and relocations with the utility companies at no additional cost to the City.

1-09 Dust Control

Add:

City requires the use of recycle water where available (fill location within 2 miles of jobsite) for street sweepers on this project.

1-18 Working Hours

Add:

Working hours shall be restricted to 8:00 a.m. - 5:00 p.m., Monday to Friday.

This project requires day and nighttime working hours. The Contractor will be limited to performing work on only one shift. There shall not be day and nighttime work occurring on the same day unless approved by the Engineer. For nighttime work, Monday night times shall start on Sunday night at the allowed time.

See Section 2-01E Traffic Control Restrictions for additional impact to working hours.

1-20 Permits and Licenses

Add:

Prior to the start of any work for this project, the Contractor shall apply and obtain a “no fee” encroachment permit from the City of Pleasanton’s Engineering Department at 200 Old Bernal, Pleasanton, CA 94566.

The Contractor shall also have a current City of Pleasanton business license in order to operate in the City of Pleasanton.

Zone 7 Encroachment Permit

Special Provisions to be added at 100%.

Full compensation for conforming to the provisions herein, including but not limited to the City Business License fee shall be considered as included in the contract prices paid for the various contract items of work and no separate payment shall be allowed therefor.

1-25L Payment

Add:

The contract lump sum price paid for Prepare Stormwater Pollution Prevention Plan shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved stormwater management and discharge control including stormwater annual report, as specified in City Standard Specifications, State Standard Specifications, these special provisions, and as directed by the engineer, and no additional payment shall be made therefor.

1-33 Measurement and Payment

Add:

The contract lump sum price paid for Job Site Management shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved job site management including but not limited to spill prevention and control, material management, waste management, non-stormwater management, as specified in City Standard Specifications, State Standard Specifications, these special provisions, and as directed by the engineer, and no additional payment shall be made therefor.

1-35 Construction Equipment Staging

Contractor shall submit the Construction Equipment Staging Plans and Specifications to the City for review and approval prior to the start of construction. The Specifications will include, at a minimum, the following requirements:

- All equipment and materials, while not actively engaged in construction activities, shall be either stored on property owned or leased by the Contractor or other property where the Contractor has been granted written permission to store such equipment and material prior to issue the Notice to Proceed for the project.
- The staging area shall be located on an existing, non-pervious surface.
- The staging area shall be included in the Contractor's Stormwater Pollution Prevention Plan (SWPPP).
- The staging area shall not be located in an environmentally or culturally sensitive area and/or impact water resources.
- The staging area will not be located in a regulatory floodway or within the base of 100-year floodplain.
- The staging area will not affect access to properties or driveways
- All selected Construction Equipment Staging Areas shall comply with Best Management Practices (BMPs), Material Storage, Spill Prevention and Control,

Vehicle/Equipment Cleaning, Fueling and maintenance, etc. as outlined in Section 1-25-25, Storm Water Management and Discharge Control, of the City of Pleasanton Standard Specifications.

SECTION 2. TRAFFIC CONTROL

2-01A Public Convenience and Safety

Add:

Upon completion of each day's work, the Contractor shall be responsible for leaving the work area free of hazards and shall provide all necessary temporary signs, warning devices and barricades at no additional cost to the city. Access is to be provided for all adjacent residences and businesses during construction hours.

2-01B Construction Area Traffic Control Devices

Add:

Changeable Message Sign

Seven (7) Changeable Message Sign (CMS) devices are required to complete this project. Two (2) PCMS are required on West Las Positas Blvd, two (2) on Hopyard Road, one (1) on Hacienda Drive, and two (2) on Stoneridge Drive.

The CMS signs shall be delivered and be in operation at least 7 days in advance of the work and shall be maintained in continuous operation until completion of the resurfacing operation. The Contractor shall modify the message on the CMS devices to reflect accurate and current construction messages. The City reserves the right to direct the Contractor to change the locations of the CMS devices at no additional cost to the City.

The Contractor shall be responsible for maintenance of any and all traffic control devices that are required by the Traffic Control Plan. The Contractor shall ensure that all devices are maintained in the proper location during holidays, overnight, and on weekends.

Should it become necessary to use city forces to maintain the traffic control devices, the Contractor will be billed at the overtime rate for two technicians and a vehicle, with a minimum of two hours per incident/call.

Temporary Concrete K-Rail

This work includes specifications for placing, maintaining, repairing, and removing temporary concrete K-Rail as shown on the plans. Temporary Concrete K-Rail shall conform to provisions in Section 12-3.20 "Temporary Barrier Systems" of the State Standard Specifications.

The payment quantity for types of temporary Concrete K-Rail is the length measured along the top of the barrier segments.

The contract unit price paid per linear foot for Temporary Concrete K-Rail includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in placing, maintaining, repairing, and removing temporary

barrier system as shown on the plans and as specified in these Special Provisions, and as directed by the Engineer, and no additional payment shall be made therefor.

Alternative Temporary Crash Cushion

This work includes furnishing, installing, maintaining, and removing the Alternative Temporary Crash Cushion as shown on the plans. Alternative Temporary Crash Cushion must be in conformance with State Standard Plans and Specifications, and the California MUTCD.

Alternative Temporary Crash Cushions shall be water filled.

The contract unit price paid per each for Alternative Temporary Crash Cushion includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in furnishing, installing, maintaining, and removing the Alternative Temporary Crash Cushion as shown on the plans and as specified in these Special Provisions, and as directed by the Engineer, and no additional payment shall be made therefor.

2-01D Traffic Control Plan

Add:

The Contractor shall provide a detailed traffic control plan for review and comment by the City Traffic Engineer. No work shall commence until the traffic control plan has been reviewed/commented on by the City Traffic Engineer. These plans shall be prepared by qualified professionals (Traffic Engineers, Civil Engineers, or by Traffic Control Specialists).

2-01E Traffic Control Restriction

Add:

General

All traffic control shall be in conformance with the State Standard Specifications and Revised Standard Specifications, issued April 2025 Your attention is directed to sec 7-1.03 Public Convenience; 7-1.04 Public Safety, Section 12, Temporary Traffic Control

All work within 500 feet of a school, when in session, shall be restricted between the bell schedules of the school as shown on the Pleasanton Unified School District website.

The Contractor is responsible for providing a smooth and efficient flow of traffic while maintaining safety through the roadway work zone. Intersection and driveway access shall be maintained for traffic with intermittent disruption.

The Contractor shall provide continuous access (ADA-compliant) through the work area by providing temporary pedestrian crossings and flaggers where shown on the plans and installing advance directional/warning signs informing pedestrian of construction activities.

The contractor shall notify the Engineer/Traffic Engineering Division, 48 hours in advance of the actual lane closures of any lane closures which will restrict the number of traffic lanes.

Work within signalized arterial intersections

In order to maintain reasonable traffic flows the paving operations within the intersections of Stoneridge Drive and West Las Positas, Hacienda Drive and West Las Positas, Willow Road and West Las Positas, and Hopyard Road and West Las Positas will be required to be done as evening work after 8 p.m. and prior to 6 a.m. For the purpose of this contract the intersection shall be defined as all area within the projections of the crossing streets plus 200 feet north and south of the intersection with the exception of those lanes needed for detour as indicated below.

Traffic control for the intersections of Stoneridge Drive, Hopyard Road, Willow Road and Hacienda Drive

Pavement grinding and other preparation work for paving shall not be done between the peak hours of 7 a.m. to 9 a.m. or 4 p.m. to 6:30 p.m. All existing lanes on Stoneridge Drive, Hopyard Road, Willow Road, and Hacienda Drive shall be maintained open to traffic during these hours except during approved long term closures for the work east of

Willow Road through Hacienda Drive. During long term closures, the Contractor shall implement approved detour plans.

Between the hours of 9 a.m. and 4 p.m. Traffic on Stoneridge Drive, Hopyard Road, Willow Road, and Hacienda Drive may be intermittently interrupted for grinding and preparation work not to exceed five minutes. The Contractor shall provide uniformed flaggers to assist in traffic direction for any work in signalized intersections.

Detour route for Hacienda Drive intersection work.

Hacienda Drive may be detoured for placement of pavement between the hours of 8 p.m. and 6 a.m. by routing eastbound traffic east on Gibraltar Drive, east on Stoneridge Drive, and east on W Las Positas Boulevard. Route westbound traffic west on Gibraltar Drive, south on Willow Road and west on W Las Positas Boulevard. For access from W Las Positas to Hacienda Drive, route both eastbound and westbound traffic north on Willow Road, east on Gibraltar Drive and south on Hacienda Drive. Alternative westbound route north on Stoneridge Drive and south on Hacienda Drive.

SECTION 3. CLEARING AND GRUBBING

Add:

3-03J Temporary Fencing

Temporary 6' fences shall be furnished, constructed, and maintained around the perimeter of the on and/or off-site storage area(s) and laydown yard(s) located throughout the project and later removed as specified in these special provisions, and as directed by the Engineer. The Contractor shall cover trench excavations in the sidewalk with plywood or traffic steel plates at night as approved by the Engineer. If existing vegetation outside the limits of work is damaged, mitigation shall be performed by the Contractor, as directed by the Engineer, at no additional cost to the City.

Used materials may be used providing such used materials are good, sound, and are suitable for the purpose intended.

Temporary fence is to be supported in concrete or metal post blocks on the ground surface.

Temporary fences that are damaged from any cause during the progress of the work shall be repaired or replaced by the Contractor at their expense.

When no longer required for the work as determined by the Engineer, temporary fences shall be removed. Removed facilities shall become the property of the Contractor and shall be removed from the site of the work, except as otherwise provided in this section.

Full compensation for maintaining, removing, and disposing of temporary fences shall be considered as included in the price paid for the various contract items of work and no separate payment shall, therefore, be allowed.

SECTION 4. ROADWORK EXCAVATION AND GRADING

4-02D Lime

Lime stabilized soil shall conform to the provisions in Section 24-2, “Lime Stabilized Soil” of the State Standard Specifications.

Add:

This specification covers the mixing of in-place soil with dry quicklime and water. The work includes spreading, mixing, and compacting the mixture to the lines, grades and dimensions shown on the plans and as specified in these specifications or special provisions.

Materials

For native soil and embankment other than imported borrow, remove rocks or solids larger than 1/3 of the layer thickness. Regardless of the layer thickness, remove rocks and solids greater than 4 inches. Removing soil clods is not required. Notify the Engineer if you encounter rocks or solids greater than 1/3 of the layer thickness. Removing rocks and solids is change order work.

Preparing Basement Material

Compact the basement material to at least 90 percent relative compaction. Grading of the basement material to be stabilized to be within 0.08 foot of the lines and grades shown.

Quicklime

Quicklime shall meet ASTM C 977, and State Std. Specs; Section 24. Sampling shall conform to ASTM C 50. The Quicklime shall be protected from moisture until used, and be sufficiently dry to flow freely when handled. Quicklime shall be furnished in bulk.

Quicklime shall meet the requirements shown in the following table:

Lime Quality

Quality characteristic	Test method	Requirement
Available calcium and magnesium oxide (min, %)	ASTM C25 or ASTM C1301 and C1271	High calcium quicklime: CaO > 90 Dolomitic quicklime: CaO > 55 and CaO + MgO > 90
Loss on ignition (max, %)	ASTM C25	7 (total loss) 5 (carbon dioxide) 2 (free moisture)
Slaking rate	ASTM C110	30 °C rise in 8 minutes

A 0.50 lb sample of lime dry-sieved in a mechanical sieve shaker for 10 minutes \pm 30 seconds must comply with the percentage passing for the sieve size shown in the following table:

Lime Gradation

Sieve sizes	Percentage passing
1/8 inch	98–100

Water

Water shall be clean and potable and shall be added as needed during mixing and re-mixing operations, during compacting, and during the curing period.

Proportioning / Spreading

The Engineer determines the final application rate for each lime product proposed from the samples submitted based on California Test 373. Wherever the basement material to be stabilized changes, the Engineer changes the application rate. The Engineer provides the optimum moisture content determined under California Test 373 for each application rate.

The Quicklime shall be spread in one operation to the required width, grade and cross section. Quicklime shall be evenly spread at the designated rate and **shall not vary more than 5 percent** on any area. Only a calibrated spreader able to provide a uniform distribution of the Quicklime throughout the treatment area shall spread the Quicklime. The Quicklime shall be added in a dry state and every precaution shall be taken to prevent dusting.

Tailgate spreading of the Quicklime will not be permitted. Tailgating is defined as having manual control of the spread rate, instead of automatic. The spreader truck shall demonstrate the ability to maintain a consistent spread rate over variable travel speeds.

The contractor will demonstrate the consistency of the spread rate by conducting multiple pan tests. The test is 3 pans in a row with readings in tolerance.

No traffic other than the mixing equipment or other related construction equipment will be allowed to pass over the spread Quicklime until after completion of mixing.

Initial Mixing

Mixing equipment shall be equipped with a visible depth indicator showing mixing depth, an odometer to indicate travel speed and a controllable water additive system for regulating water added to the mixture. The initial mix shall be done while introducing water through a controllable pump on the mixing machine.

Mixing equipment shall be the type that can mix to the full depth of the desired thickness and leave a relatively smooth bottom of the treated section. Mixing and re-mixing, regardless of equipment used, will continue until the material is uniformly mixed, free of streaks or pockets of unhydrated Quicklime. Moisture content shall be a minimum of **3 percent** over the treated soils design optimum after the initial mixing.

Mix lime on the same day it is applied. After the initial mixing, allow **a mellowing period for at least 36 hours before final mixing**. You may add water and mix during the mellowing period. Moisture content during the mellowing period must be at least 3 percent higher than the optimum moisture content.

Complete all the initial mixing work within 7 days of the initial application of lime. Before compaction, the mixed material excluding rock must be within the percentage passing limits for the sieve sizes shown in the following table:

Mixed Material Gradation

Sieve sizes	Percentage passing
1"	98–100
No. 4	60–100

Treated material shall not be mixed or spread while the atmospheric or soil temperature is below 35 F or below 1.67 C.

No color reaction of the treated material, exclusive of one inch or larger clods, when tested with the standard phenolphthalein alcohol indicator, will be considered evidence of inadequate mixing.

Compacting

The Quicklime treated soils shall be compacted to a minimum 95% relative compaction determined by CT-231, CT-226 or ASTM 1557 or by Sand Cone. The maximum compacted thickness of a single layer may be any thickness the contractor can demonstrate to the Engineer that his equipment and method of operation will provide the required compacted density throughout the layer.

Initial compaction shall be performed by means of sheepfoot compactor. Final rolling shall be by means of steel - drum or pneumatic - tired rollers. Areas inaccessible to rollers

shall be compacted to the required compaction by other means satisfactory to the Engineer.

4-05 Payment

Add:

The contract unit price per square foot of Lime Treatment and Grading (18”) and Lime Treatment and Grading (16”) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing lime stabilized soil, including preparing material and spreading and mixing lime, all necessary grading, and compacting lime-stabilized subbase/basement material, as shown on the plans, as specified in the City Specifications, State Standard Specifications, these Special Provisions, and as directed by the Engineer, and no additional payment shall be made therefor.

The contract price for Pavement Excavation & Disposal (16” Existing Subgrade/Lime Treated Base), Pavement Excavation & Disposal (18” Existing Subgrade/Lime Treated Base), and Pavement Excavation & Disposal (12” Asphalt Concrete+Aggregate Base) shall include full compensation for excavation, removal and disposal of unsuitable and or surplus subbase/basement material, and placement of select material in resulting voids; testing of materials; grading of the roadway prism; watering, compaction of subbase/basement material; grading conform cut; and finishing roadway work and testing.

Add:

The contract price for Roadway Excavation includes removal and disposal of the existing underdrain pipes.

SECTION 7. AGGREGATE BASE

7-02B Recycled Aggregate Base

The existing asphalt concrete and aggregate base materials can be reused as select recycled material provided the material is carefully separated from the underlying subgrade and is processed such that the particles are no larger than 3 inches in diameter. The recycled materials should have a minimum R-value of 50. Chemical stabilization can be used to obtain an R-Value of 50, if necessary. The Recycled materials should be compacted to a minimum of 95 percent compaction at near optimum moisture content.

7-02C Class 2 Permeable Material

Class 2 Permeable Material shall conform to the provisions in Section 68 “Subsurface Drains” of the State Standard Specifications.

7-03 Measurement

Add:

The quantity of recycled aggregate base used under roadway, including the placement of it, shall be measured by square foot.

7-05 Payment

Add:

The contract price for Pavement Pulverization (14") - Recycled Aggregate Base and Recycled Aggregate Base Placement (14") shall include full compensation for supplying, pulverizing, spreading, and compacting recycled aggregate base material.

The contract price for Class 2 Permeable Material shall include full compensation for supplying, spreading, and compacting Class 2 Permeable Material.

SECTION 8. ASPHALT CONCRETE, LIQUID ASPHALT, AND ASPHALTIC EMULSION

Add:

8-06 Compensation Adjustment For Price Index Fluctuation

The provision of this section shall apply only to the following contract items

<u>Item No.</u>	<u>Item Description</u>
1.	Hot Mix Asphalt (Type A)

The compensation payable for paving asphalt used in asphalt concrete will be increased or decreased in conformance with the provisions of this section for paving asphalt price fluctuations exceeding 10 percent ((Iu/Ib) is greater than 1.10 or less than 0.90), which occur during performance of the work.

The adjustment in compensation will be determined in conformance with the following formula when the items of asphalt concrete, asphalt concrete leveling, pavement repairs are included in a progress payment:

- A. Total monthly adjustment = AQ
- B. For an increase in paving asphalt price index exceeding 10 percent:
$$A = (((Iu/Ib - 1.10) \times (Ib) \times (1+T/100))$$
- C. For a decrease in paving asphalt price index exceeding 10 percent:
- D. $A = ((Iu/Ib - 0.90) \times (Ib) \times (1+T/100))$ here:

A = Adjustment in dollars per ton of paving asphalt used to produce asphalt concrete rounded to the nearest \$0.01.

Iu = The California Statewide Paving Asphalt Price Index which is in effect on the first business day of the month within the pay period in which the quantity subject to adjustment was included in the estimate.

Ib = The California Statewide Paving Asphalt Price Index for the month in which the bid opening for the project occurred.

Q = Quantity in ton of paving asphalt that was used in producing the quantity of asphalt concrete or rubberized chip seal. As determined by the Engineer.

T = Sales and tax rate, express as percent, currently in effect in tax Jurisdiction where material is placed.

The quantity of paving asphalt used in asphalt concrete will be calculated by the Engineer using the percentage of asphalt binder determined by the Engineer multiplied by the tons of asphalt concrete shown on certified load weight slips. Quantities of asphalt concrete wasted or disposed of will not be included in any adjustment of compensation. The Contractor shall provide a weight slip, certified by a weigh master, for each load of asphalt concrete.

The adjustment in compensation will also be subject to the following:

- A. The compensation adjustments provided herein will be shown separately on progress payment estimates. The Contractor shall be liable to the City for decreased compensation adjustments and the City may deduct the amount thereof from moneys due or that may become due to the Contractor.
- B. In the event of an overrun of contract time, adjustment in compensation for paving asphalt included in estimates during the overrun period will be determined using the California Statewide Paving Asphalt Price Index in effect of the first business day of the month within the pay period in which the overrun began.

The California Statewide Paving Asphalt Price Index is determined each month on the first business day of the month by the State of California, Department of Transportation using the median of posted prices in effect as posted by Chevron, Mobil, and Unocal for the Buena Vista, Huntington Beach, Kern River, Long Beach, Midway Sunset, and Wilmington fields.

In the event that the companies discontinue posting their prices for a field, the City will determine index from the remaining posted prices. The City reserves the right to include in the index determinations of the posted prices of additional fields.

SECTION 9. HOT MIX ASPHALT PAVING

9-01 General

Add:

Cold Plane Asphalt Concrete Pavement: Removal of existing asphalt concrete pavement by milling.

Prior to the start of work, Contractor shall submit to the Engineer for review and approval the following submittals:

- HMA Mix design and proposed QC plan
- Traffic Control Plans
- Schedule
- Good Neighbor Letter
- Contractor's safety program
- Debris Containment and Collection Program
- All materials to be used include subgrade enhancement geogrid, tack coat, **traffic loop**, striping paint/thermoplastic/markers, color cycle lane, concrete mix, water/monument/traffic box & cover, etc.
- Certificate of Compliance of all materials to be used.

Digout must comply with requirements in Section 39-3.05 "Remove Base and Surfacing" of the State Standard Specifications.

9-02 Material

Add:

Section 9-02C Subgrade Enhancement Geogrid

Subgrade Enhancement Geogrid must comply with requirements in Section 19-10 “Subgrade Enhancement Geosynthetic” of the State Standard Plans and Specifications.

The contract unit price per square yard for Subgrade Enhancement Geogrid shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing subgrade enhancement geogrids, complete in place, as shown on the plans, and as specified in State Standard Specifications, these Special Provisions, and as directed by the Engineer, and no additional payment shall be made therefor.

9-03 Construction

Sequence of Work

The Contractor is required to submit a detailed construction schedule/staging plans to the Engineer for review and approval. The schedule/staging plans shall be prepared in order or sequence to minimize the impacts the traffic and the resident’s access & on street parking.

The contractor shall perform all work in the following sequence (if required):

- New drainage and utility replacements
- Lower utility iron (if required)
- Roadway excavation
- Lime treatment and compaction grouting of existing soils
- Subgrade enhancement and engineered fill
- Traffic signal and lighting modifications
- Construct concrete curbs, bio-retention swales, and flatwork
- Pavement cold planing
- Base Repair (if required)
- Hot mix asphalt leveling (if required)
- Traffic detector loop
- Hot mix asphalt placement within 10 calendar days from the day grinding/CIR on each section
- Raising irons
- Striping and signing
- Landscape planting

The contractor shall sweep and/or broom sidewalks, driveways, median islands, etc., of all aggregate that is generated daily, prior to each of their sweeping operations and shall review after sweeping operations all debris has been removed, at no additional cost to the satisfaction of the Engineer.

The contractor shall remove any oil marks/tracking from driveways, sidewalks, median islands, striping, etc., within 48 hours of occurring, at no additional cost, to the satisfaction of the Engineer.

Contractor shall take measures to reduce project track out on adjacent streets. No staging of trucks on side streets that are not scheduled for surface treatment except for haul route streets. Contractor shall protect existing striping, concrete, pavers, etc. from track out oils. Contractor shall replace all damaged surfaces/stripping from track out markings at no cost to the owner.

The contractor shall remove no parking barricades/signage no later than the day of paving and within 24 hours after expiration of the signage. Barricades shall not be placed on private property, sidewalks or driveways blocking pedestrian and vehicular traffic unless approved by the Engineer.

The contractor shall remove all temporary stripping including 3M tape and 3M tabs immediately after permanent striping/marker has been placed.

9-03B.5.2 Grinding and Milling of HMA Pavement

Add:

The cold planing machine shall be capable of planing the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

Pavement planing shall consist of cold planing a continuous width of asphalt concrete pavement, to the limit shown or specified in the Contract. The depth of planing below gutter lips shall be equal to the specified thickness of hot mix asphalt overlay less 1/4 inch and shall slope smoothly at the specified cross slope to the street centerline or identified crown. The final cut shall result in a uniform surface conforming to the depth, width, shape and cross slope as shown on the Project Plans. The outside lines of the planed area shall be neat and uniform.

The cold-plane depth shown on the Project Plans are approximate and varies. The cold-plane depth is to be adjusted as necessary to provide a uniform surface and to provide a best fit to field conditions as directed by the Engineer. The Contractor shall be responsible for providing grade checking during the cold-plane operation.

At the end of each working day, there shall not be any elevation difference between the planed and un-planed pavement in the travel vehicle lanes. Any elevation differences that parallel the centerline of the street shall be sloped by either temporary asphalt concrete tapers or additional planing to produce a bevel within the planed pavement. The slope of either temporary asphalt concrete tapers or the bevel shall not be greater than one inch vertically and twelve inches horizontally. Elevation differences between the planed pavement and lips of gutters are not required to be sloped except at driveways or walkways.

Elevation differences perpendicular to the centerline of the street or between the planed street and cross streets shall be lessened with a temporary asphalt concrete taper.

When temporary asphalt concrete tapers are used, the asphalt concrete taper shall be commercial quality and can be spread and compacted by any method that produces a smooth riding surface. Warning signage shall be installed. Temporary asphalt concrete tapers and all loose material shall be completely removed before overlay operation.

Intermediate longitudinal joints shall have no larger differential than 1.75 inches before opening to traffic. Joints taller than 1.75 inches shall be ramped. All intersections and ADA ramps shall have temporary joints ramped to remove any differential

Contractor shall provide a means for temporary lane delineation, including centerline (yellow) and lane line (white), between the planing operations and roadway paving, as specified in Section 2-01A Public Convenience and Safety of these Specifications.

The Contractor shall remove and dispose of all existing paving fabric if encountered within the cold plane section and as direct by the Engineer at no additional cost to the City.

9-03B.6.5 Adjusting Irons

All utility irons within the cold-plane limit shall be lowered prior to cold plane operation. The iron is to be protected and covered with a temporary plate and cutback/asphalt. Upon the completion of paving operation, all iron is to be raised to match finished roadway grade.

9-03B.8 Cold Plane Asphalt Concrete Pavement

The Contractor shall remove existing asphalt concrete pavement by milling (cold plane) to the depth and grade shown on the Plans.

9-04 Measurement

Add:

-The basis measurement for pavement cold planning asphalt concrete pavement shall be measured by square yard.

-The basis of measurement for lowering existing iron within pavement reconstruction and cold plane asphalt concrete pavement limits shall be measured by each.

9-05 Payment

Add:

Cold Plane Asphalt Concrete Pavement shall be paid for at the contract unit price per square yard adjusted by the pay factor. This amount shall be full compensation for all work necessary within the dimensions, depth and grade shown on the Plans or specified herein, including but not limited to milling, off haul of excessive materials, screening, and for all materials, labor, tools, equipment, hauling permits, mobilization, temporary lane edge taper/transitional treatment, and any incidentals necessary to complete the work.

The contract unit price per square foot of Digout includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing digout, including but not limited to removing base and surfacing to a depth of at least 6 inches below the grade of the existing surfacing and placement of Hot Mix Asphalt (Type A) as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional payment shall be made therefor.

SECTION 11. TRENCH EXCAVATION AND BACKFILL

11-02C Upper Trench Backfill Material

Replace entire paragraph to:

Upper trench backfill material shall be recycled Class II aggregate base.

11-03A Excavation

Add:

Soil; aggregate subbase; and aggregate base spoils can be disposed of outside of the City right of way. The Contractor shall follow the designated truck route shown on the Project Plans and shall provide any required SWPPP measures and adequate measures to prevent tracking.

Asphalt concrete and Portland cement concrete spoils from trenching and surfacing removals shall become the property of the Contractor and be disposed of outside of the City right of way.

11-03A.2 Trench Length, Width and Depth

Add:

The Contractor shall restore the trench to the surface daily and reopen to traffic. Trench plates, if used, shall have a non-skid coating and are limited to no more than 250 feet of open trench at any one location unless approved by the City. They shall be anchored to prevent shifting and wedged to minimize rattling and noise. All trench plates to remain at the end of the day, in pedestrian areas, or in place for more than 48 hours shall be flush with the pavement surface. Trench plates shall be limited on sidewalks to no more than 4 calendar days with the sidewalk being restored by Friday of each week (restored weekly), whichever comes first. For all other areas, the plates may rest above the trench contingent cut back is used around the plates to prevent tire damage.

It is the intent of the City to limit the impacts to the sidewalks. Plates/boards shall be limited to minimal size required and shall be ADA-compliant with ramps/wedges along all sides. Sidewalks shall be open to pedestrians by 11:00 am every day.

SECTION 12. STORM DRAIN

Add:

12-03I – Cobblestones Splash Pad

Cobblestones must be uniform in color.

Cobblestone mulch must be clean, obtained from a single source, and comply with the requirements shown in the following table:

Gradation Requirements

Screen size (inches)	Percentage passing
<u>4</u>	100
<u>2</u>	20–50
<u>1</u>	0–20

Cobblestone that is exposed on the finished surface must be smooth, round, and without jagged edges or chipped areas showing.

Add:

12-03J – Cleanouts (Storm Drain)

Storm drain cleanouts shall be AB & I two-way wye branch fittings of the same diameter as the storm drain line with an internal baffle. Storm drain cleanouts at the driveway culvert shall be six-inch (6") diameter with an internal baffle.

Six-inch (6") cleanouts shall be cast iron.

Cleanout boxes shall be Christy F8 box with Christy V1-71C Grate marked "D" or "stormdrain."

Add:

12-03K – Rectangular Steel Tube Pipe

Rectangular steel tube pipe shall conform to ASTM A500 (Grade B or C) or ASTM A513 standards and shall conform to the provisions in Section 66 "Corrugated Metal Pipe" of the State Standard Specifications.

Add:

12-03L – Polyvinyl Chloride Pipe (PVC)

PVC pipe shall conform to the provisions in section 64 "Plastic Pipe" of the State Standard Specifications.

Add:

12-03M – Remove Drainage Inlet

Removal of drainage inlets shall conform to the provisions in Section 14 "Existing Facilities" of the State Standard Specifications.

12-05 – Payment

Add:

The contract unit price per cubic yard of Install Cobblestones Splash Pad (Bioretention Area) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing cobblestones, as shown on the plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional payment shall be made therefor.

The contract unit price per linear foot of 6" Perforated PVC Pipe includes the filter fabric wrap as shown on the plans.

SECTION 13. SANITARY SEWER

Add:

13-03N – Removal

This work includes removing existing ductile iron pipes. The work shall comply with Section 15 "Existing Facilities" of the State Standard Specifications.

Removing ductile iron pipes shall be measured on the basis of linear feet. The contract price paid for removing ductile iron pipe shall include all the work involved in removing

and disposing iron ductile pipe, as shown on the plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional payment shall be made therefor.

13-05 – Payment

Add:

The contract price of new sanitary sewer pipes and laterals include temporary sewer bypassing.

SECTION 14. WATER

14.02B Ductile Iron Pipe

Add to the end of the section:

All ductile iron pipe shall be pressure class 350, U.S. Pipe type HDSS or approved equal.

All pipe shall be wrapped with polyethylene wrap in accordance with AWWA C-105.

Joint restraint for push-on joint pipe installation is required. Restrained push-on joint pipe and fittings utilizing Ductile Iron components shall be provided

Restrained joint pipe shall be Ductile Iron manufactured in accordance with the requirements of ANSI/AWWA C151/A21.51. Push-on joints for such pipe shall be in accordance with ANSI/AWWA C111/A21.11 "Rubber-Gasket Joints for Ductile-Iron Pipe and Fittings." Pipe thickness shall be designed in accordance with ANSI/AWWA C150/A21.50 "Thickness Design of Ductile-Iron Pressure Pipe," and shall be based on laying conditions and internal pressures as stated in the project plans and specifications.

Restrained joint fittings and the restraining components shall be manufactured of Ductile Iron per grade 70-50-05 in accordance with applicable requirements of ANSI/AWWA C110/A21.10 and/or C153/A21.53 with the exception of the manufacturer's proprietary design dimensions. Push-on joints for such fittings shall be in accordance with ANSI/AWWA C111/A21.11.

Restrained push-on joints for pipe and fittings shall utilize individual Ductile-iron locking segments that are inserted through a single slot in the bell face and be easily removed. The pressure rating of the joint shall equal the pressure rating of the pipe when deflected to its maximum joint deflection. Restrained joint pipe shall be U.S. Pipe's HDSS Pipe, or approved equal. Restraint of field cut pipe shall be provided with U.S. Pipe's HDSS Pipe field weldments or approved equal.

Cement mortar lining and seal coating for pipe and fittings, where applicable, shall be in accordance with ANSI/AWWA C104/A21.4. Asphaltic outside coating shall be in accordance with ANSI/AWWA C151/A21.51 for pipe and ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53 for fittings.

14.02B.1 Joints

Replace section with:

Buried pipe shall all have restrained push-on joints unless specified otherwise. At fittings and tie-ins, pipe shall have restrained push-on joints, restrained mechanical joints, or flanged joints as shown on the project drawings. Restrained mechanical joints may be used for closures, subject to meeting thrust restraint requirements. Flanged ends, or plain ends with restrained couplings, shall be used for piping above ground.

For restrained mechanical joints, dimensional and material requirements for pipe ends, glands, bolts, nuts and gaskets shall conform to ANSI A21.11 (AWWA C111).

For flanged joints, ends of pipe and fittings shall be provided with ductile iron flanges conforming to ANSI A21.10 and A21.15 (AWWA C110 and C115), as applicable. All flanged connections shall use gaskets capable of withstanding pressures up to 350 psi.

14.02B.2 Fittings

Add:

All fittings shall be ductile iron type. Fittings for ductile iron mechanical joints shall be restrained mechanical joints with EBAA Iron Megalug 1100 restraining gland or locking segment push on joint type, TR FLEX or equal, unless noted otherwise. Each fitting shall be wrapped with polyethylene wrap per AWWA.

Where shown, provide locking segment push-on joint type, TR FLEX or equal connections to valves and fittings using compatible locking segment push-on joint fittings or flange by locking segment push-on joint connecting piece adapters.

14-03 Construction

Add:

Existing valves to be removed and/or to be replaced shall be assumed to be encased in non-formed concrete. The contractor shall be required to remove the surrounding concrete encasement to a minimum of two feet measured from the outside of the valve in every direction.

The contractor shall provide a plan and required fittings, piping and backflows with certifications as necessary for pressure testing, chlorination and flushing of the piping.

14-03E.2 Interruption of Service

Add:

Hours of water service shutdowns shall only be between 8:00 a.m. and 4:00 p.m., unless a different time is authorized in writing by the City Engineer.

14-03K Cutting Asbestos Cement Pipe

Handling, including cutting, removal, disposal or abandoning in place of any asbestos cement pipe shall be in conformance with Title 8 CCR 1529 – Asbestos in Construction and the responsibility of the Contractor. If handling asbestos cement pipe, Contractor shall:

1. Possess appropriate state registration and certification
2. Use employees trained in performing work inside regulated work areas for Class II Asbestos work.
3. Perform work such that air fiber concentrations do not exceed Department of Occupational Safety and Health's permissible exposure limits for asbestos outside of established regulated areas.
4. Perform all work in accordance with applicable local, state, and federal regulations.
5. Contractor shall submit evidence of proper licensure and certifications prior to performing any work associated with Asbestos Cement Pipe.

Preparing or cutting asbestos cement pipe or transite pipe shall only be performed with a snap type cutter.

Disposal of asbestos/transite pipe shall be included in the contract prices paid for the various items of work and no additional compensation shall be allowed.

14-03H.1 General

Add:

Temporary blowoffs, backflows and connections may require restrained fittings and concrete thrust blocks.

Contractor shall stage flushing operation per the Project Plans and shall discharge water into the sanitary sewer unless otherwise noted.

SECTION 15. CONCRETE IMPROVEMENTS

Add:

Structural Concrete and reinforcements shall conform to the requirements in Section 90 "Concrete" and Section 52 "Reinforcement" of the State Standard Specifications.

15-03I – Finishes

Add:

Colored and textured concrete surfaces shall conform to the requirements in Section 73-4 “Textured Concrete and Colored Concrete Surfaces” of the State Standard Specifications.

Submittal

Submit technical data, manufacturer's specifications, and a work plan for mixing, delivery, placement, finishing, and curing of concrete with integral color.

Submit 5-pound sample of each specialty aggregate.

Quality Control

Construct a test panel for each combination of color, texture, and finish requirements as shown under section 51-1.01D(2)(c), except test panel size must be at least 3 by 3 feet by 3 inches deep.

Test panels for Minor Concrete (Colorized) (XXXXX #XXX by Davis Colors), and Minor Concrete (Hardscape) (XXXXX #XXX by Davis Colors) must match the Department's sample panel no. _____. The Department's sample panel is available at District _____ office located _____.

Test panels must be authorized at least 5 business days before starting work.

Obtain authorization before disposing of any test panel.

Acceptance

The City accepts combinations of color and textures based on a visual comparison with the test panel.

Materials

Integral color for minor concrete must be a fade resistant, mineral oxide, or synthetic type color.

Construction

Protect the surrounding exposed surfaces during the placement, finishing, and curing of colored concrete.

Mix integral concrete coloring agent uniformly and homogeneously with the concrete.

If shown, place welded wire reinforcement or bar reinforcing steel.

Place and consolidate the concrete such that the coarse aggregate remains uniformly distributed throughout the concrete.

Screed the concrete to the grade and cross section shown and strike off and compact the concrete until a layer of mortar is brought to the surface. Wood float the concrete to produce a uniform surface.

Concrete finish, texture and color must be uniform in appearance.

Do not expose aggregate or place texture within the detectable warning surface on a curb ramp.

Add:

15-01J - Curb Opening

Add:

The contract unit price per each for Construct Curb Opening shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and doing all of the work involved in constructing curb opening, including cobblestones, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional payment shall be made therefor.

Add:

15-03K - Removal

This work includes removing existing concrete curb and gutter, sidewalk, and driveways as shown on the plans. The work shall comply with Section 15-3 "Concrete Removal" of the State Standard Specifications.

Care shall be taken when removing Concrete adjacent to existing facilities.

15-05 – Payment

Add:

The contract unit price per square foot of Remove Concrete (Curb & Gutter, Sidewalk, Driveway, Curb Ramp) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in removing concrete curb, gutter, driveway, curb ramp, and sidewalk including removing base material and grinding lips, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional payment shall be made therefor.

The contract unit price per square foot of Remove Lightweight Cellular Concrete includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in removing lightweight Cellular Concrete, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional payment shall be made therefor.

The contract unit price per linear foot of Remove Existing Median Curb includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in removing existing median curbs, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional payment shall be made therefor.

Concrete tie beam for bioretention areas will be measured by the unit from actual count. The contract unit price for Construct Bioretention Concrete Tie Beam shall include full

compensation for forms, reinforcement, adhesive, dowels, Portland cement concrete, water testing, final finish work and curing of concrete complete in place.

SECTION 17. TRAFFIC STRIPES AND PAVEMENT MARKINGS

17-03 Construction

Add:

Color cycle lane (Green Thermoplastic Bike Lane Surface) coating application shall be placed per manufacture's guidelines & recommendations. Two coats minimum is required.

Color cycle pavement boxes adjacent to the Detail 39A striping should be in line with each Detail 39A dash. i.e., each box shall be 4 feet long, spaced 8 feet apart, and as wide as the bike lane.

Color cycle lane shall not be placed on existing concrete gutter.

17-04 Measurement

Add:

The basic measurement for color cycle lane (Green Thermoplastic Bike Lane Surface) shall be the actual area of asphalt pavement where Thermoplastic Bike Lane Surface coating has been applied measured in square feet.

17-03 Payment

Add:

The contract unit price for color cycle lane (Green Thermoplastic Bike Lane Surface) shall include full compensation for providing all labor, material, tools, equipment and incidentals, and for doing all the work involved in coating of color cycle lane (Green Thermoplastic Bike Lane Surface) to asphalt pavement.

SECTION 18. STREET LIGHTING

Replace all references to Section 86 of the State Standard Specifications with Division X of the State Standard Specifications.

18-01 - General

Remove:

The locations of PG&E service drops are shown on the Project Plans.

SECTION 20. PLANTS AND PLANTING

Add:

20-02E - Mulch

'Non-Floating' mulch shall be per the Alameda Countywide Clean Water Program C.3 Stormwater Technical Guidance, dated May 19, 2024.

Add:

20-02M - Bioretention Soil Mix

Bioretention soil shall achieve a long-term, in-place infiltration rate of at least 5 inches per hour. Bioretention soil shall also support vigorous plant growth. Bioretention Soil shall be a mixture of 60%-70% fine sand, and 30%-40% compost, measured on a volume basis complete in place and compacted:

1. Sand: shall be free of wood, waste, coating such as clay, stone dust, carbonate, etc., or any other deleterious material. All aggregate passing the No. 200 sieve size shall be non-plastic. Sand for bioretention soil shall be analyzed by an accredited lab using #200, #100, #40, #30, #16, #8, #4, and 3/8 inch sieves (ASTM D 422 or as approved by City), and meet the following gradation.

Sieve Size	Percent Passing (by weight)	
	Min	Max
3/8 inch	100	100
No. 4	90	100
No. 8	70	100
No. 16	40	95
No. 30	15	70
No. 40	5	55
No. 100	0	15
No. 200	0	5

Note: all sands complying with ASTM C33 for fine aggregate comply with the above gradation requirements.

2. Compost: shall be a well decomposed, stable, weed free organic matter source derived from waste materials including yard debris, wood wastes or other organic materials not including manure or biosolids meeting the standards developed by the US Composting Council (USCC). The product shall be certified through the USCC Seal of Testing Assurance (STA) Program (a compost testing and information disclosure program). Compost for Bioretention Soils shall be analyzed by an accredited lab using #200, 1/4 inch, 1/2 inch, and 1 inch sieves (ASTM D 422 or as approved by City), and meet the following gradation:

Sieve Size	Percent Passing (by weight)	
	Min	Max
1 inch	99	100
1/2 inch	90	100
1/4 inch	40	90
No. 200	2	10

3. Compost Quality Analysis: Before delivery of the soil, the supplier shall submit a copy of lab analysis performed by a laboratory that is enrolled in the US Composting Council's Compost Analysis Proficiency (CAP) program and using approved Test Methods for the Evaluation of Composting and Compost (TMECC). The lab report shall verify:

- Feedstock Materials shall be specified and include one or more of the following: landscape/yard trimmings, grass clippings, food scraps, and agricultural crop residues.
- Organic Matter Content: 35% - 75% by dry wt.
- Carbon and Nitrogen Ratio: C:N < 25:1 and C:N > 15:1
- Maturity/Stability: shall have a dark brown color and a soil-like odor. Compost exhibiting a sour or putrid smell, containing recognizable grass or leaves, or is hot (120F) upon delivery or rewetting is not acceptable. In addition any one of the following is required to indicate stability:
 - Oxygen Test < 1.3 O₂ /unit TS /hr
 - Specific oxy. Test < 1.5 O₂ / unit BVS /
 - Respiration test < 8 C / unit VS / day
 - Dewar test < 20 Temp. rise (°C) e.
 - Solvita® > 5 Index value
- Toxicity: any one of the following measures is sufficient to indicate non-toxicity.
 - NH₄- : NO₃-N < 3
 - Ammonium < 500 ppm, dry basis
 - Seed Germination > 80 % of control
 - Plant Trials > 80% of control
 - Solvita® > 5 Index value
- Salinity: Must be reported; < 6.0 mmhos/cm
 - Total Nitrogen content 0.9% or above
 - Boron: Total shall be <80 ppm; Soluble shall be <2.5 ppm
- pH shall be between 6.5 and 8.
- Bulk density: shall be between 500 and 1100 dry lbs/cubic yard
- Moisture Content shall be between 30% - 55% of dry solids.
- Inerts: compost shall be relatively free of inert ingredients, including glass, plastic and paper, < 1 % by weight or volume.
- Weed seed/pathogen destruction: provide proof of process to further reduce pathogens (PFRP). For example, turned windrows must reach min. 55C for 15 days with at least 5 turnings during that period.

- Select Pathogens: Salmonella <3 MPN/4grams of TS, or Coliform Bacteria <10000 MPN/gram.
- Trace Contaminants Metals (Lead, Mercury, Etc.) Product must meet US EPA, 40 CFR 503 regulations.

The compost supplier will test all compost products within 120 calendar days prior to application. Samples will be taken using the STA sample collection protocol. (The sample collection protocol can be obtained from the U.S. Composting Council, 4250 Veterans Memorial Highway, Suite 275, Holbrook, NY 11741 Phone: 631-737-4931, www.compostingcouncil.org). The sample shall be sent to an independent STA Program approved lab. The compost supplier will pay for the test.

4. Class 2 Permeable Material: See Section 7
5. Perforated Underdrain Pipe: See Section 12
6. PVC Linear See Section 24

Add:

20-03N - Bioretention Soil Mix Placement

Bioretention Soil Mix Incorporation: After all planting areas have been excavated and drainage rock placed, a eighteen-inch layer of bioretention topsoil shall be uniformly distributed over these areas. The remaining six-inch layer of bioretention topsoil shall then be uniformly distributed in the planting areas and compacted in place to 85% compaction.

SECTION 23. SIGNALS AND LIGHTING

23-01 - Reference Specifications and Standards

Remove:

The controller cabinet schematic wiring diagram and intersection sketch shall be combined into one drawing, so that, when the cabinet door is fully open, the drawing is oriented with the intersection. The Contractor shall furnish a maintenance manual for all controller units, auxiliary equipment, and vehicle detector sensor units, control units and amplifiers. The maintenance manual and operation manual may be combined into one manual. The maintenance manual or combined maintenance and operation manual shall be submitted at the time the controllers are delivered for testing or, if ordered by the Engineer, previous to purchase. The maintenance manual shall include, but need not be limited to, the following items:

- (a) Specifications
- (b) Design characteristics
- (c) General operation theory
- (d) Function of all controls
- (e) Trouble shooting procedure (diagnostic routine)

- (f) Block circuit diagram
- (g) Geographical layout of components
- (h) Schematic diagrams
- (i) List of replaceable component parts with stock numbers

Remove:

The controller cabinet and its components shall be tested and certified by the cabinet manufacturer prior to delivery to the CITY for testing.

23-04 - Order of Work

Remove:

When microwave detection is used, the CONTRACTOR shall arrange to have a signal technician, qualified to work on the microwave detection and employed by the microwave detection manufacturer or their representative, present at the time the traffic signal is turned on, or when any video detection is activated on an existing signal.

23-08 - Conduit

Remove:

All fiber optic and signal interconnect pull boxes shall employ a maximum of thirty-degree- (30°) conduit sweeps. Conduit shall be rigid, nonmetallic type, schedule 40 or HDPE schedule 80. All new fiber optic or signal interconnect conduit shall be a minimum of three inches (3") unless otherwise noted in the project plans. Conduit shall be installed so that a straight cable pulling path may be maintained.

Remove:

Conduit to be placed beneath railroad tracks shall comply with the following: The conduit shall be either Type 1 or 2, one-and-one-half inch (1.5") minimum and shall be placed to a minimum depth of three feet (3') below bottom of tie. The near side of each conduit jacking pit shall be constructed not less than thirteen feet (13') from the centerline of track. When the jacking pit is to be left overnight, the pit shall be covered with substantial planking.

23-09 – Pull Boxes

Pull box size shall be No. 5 for traffic signals, No. 3-1/2 for streetlights, No. 6 for homeruns unless otherwise shown on the Drawings. The cover shall be polymer concrete. Where pull boxes are to be placed in areas subject to traffic loads, a steel or cast-iron cover shall be used in lieu of the concrete cover.

Maximum pull box spacing shall be one-hundred feet (100') for traffic signals, two-hundred feet (200') for streetlights unless otherwise noted on the plans.

Remove:

Interconnect pull boxes shall have lids embossed with "INTERCONNECT," streetlight pull box lids with "STREET LIGHTING," and traffic signal pull boxes with "TRAFFIC SIGNAL." All thirty inch by forty-eight inch (30"x48") double lid pull boxes shall read "CITY OF PLEASANTON FIBER OPTIC".

23-10 - Conductors and Wiring

Remove entire INTERCONNECT CABLE section.

SECTION 24. MISCELLANEOUS

24.01A Monuments

Add:

The contract unit price per each for Adjust Monument to Grade shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and doing all of the work involved in adjusting existing monuments to grade as specified in the City Standard Details and State Standard Specification, and as directed by the Engineer.

The contract unit price per each for Reset Monument shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and doing all of the work involved in removing and resetting existing monuments, including licensed surveyor, as specified in the City Standard Details and State Standard Specification, and as directed by the Engineer.

Add:

24-01J Decomposed Granite Paving

These Technical Specifications are part of the plans and shall include all labor, materials, equipment, reasonable incidentals, and services necessary to the execution of the work.

The extent of work in this section includes the provision of materials and labor for the construction of all stabilized decomposed granite paving.

Unless otherwise shown or specified, all materials and methods shall conform to the appropriate current sections of:

- a. The State of California, Department of Transportation Standard Specifications (DTSS).
- b. Applicable ASTM Specifications as they reasonably apply to this work.

Tolerances for subgrade, subbase, and finish grade shall be as specified by DTSS except that Contractor shall deliver the full decomposed granite thickness shown. No combination of high and low tolerances that compromise the section will be permitted.

Submittals

- a. Soil Sterilant: Submit written recommendation from a State of California appropriately licensed individual along with complete product data from proposed manufacturer, for review by City Inspector and/or City's appropriately licensed individual.
- b. Decomposed Granite: A one-quart sample with supplier and source clearly indicated of decomposed granite to be used shall be submitted to the Engineer for approval prior to delivery to the site.

- c. Mixing Facilities: Method or supplier source for paving product shall be submitted to the Engineer with sufficient notice so inspection of batching and mixing operations can be made.
- d. Samples: The Contractor shall demonstrate to the satisfaction of the Engineer that the contractor or their subcontractor possesses sufficient skills and experience to perform the work in all aspects required. A five-square-foot sample of decomposed granite paving shall be installed at the site for the Engineer's review and approval. The Contractor shall meet or exceed that quality of work in all subsequent work. Contractor shall be responsible for the removal of the sample at the completion of work.

Contractor shall stake and layout all paving areas for review by the Engineer prior to excavation.

Decomposed granite, hereafter referred to as "DG", shall be a material with a 3/8" minus gradation, per the following specifications:

<u>Sieve Size</u>	<u>Percent Passing</u>
3/8"	100%
No. 4	85% - 95%
No. 8	65% - 75%
No. 16	45% - 55%
No. 30	35% - 45%
No. 50	25% - 35%
No. 100	15% - 25%
No. 200	10% - 20%

The yellow-brown color of decomposed granite is a requirement for this material.

Stabilizer shall be per plans.

Soil sterilant shall be chlorate-borate material with not less than forty percent sodium chlorate and soluble in water to the extent of 3.5 lbs. of product per gallon of water ("Chipman-Chlorax 40", Atrazine 80W, or approved equal). Sterilant shall be applied to the subgrade soil of areas to be paved prior to baserock operations; uniformly applied per manufacturer's recommendations; minimum rate of 2.5 to 3.0 lbs./1000 square feet and watered with a minimum of 3 gallons/100 square feet. Contractor shall take all precautions necessary to avoid spray onto or runoff into planting areas.

Headerboard shall be per plans.

Materials shall be pre-mixed at the plant before being delivered to the site. No bucket mixing or on-site mixing will be allowed.

DG mixture shall be deposited in such a manner as to minimize the necessity for spotting, picking up, or otherwise shifting the mixture. The mixture shall be compacted by use of light roller. The mixture shall not be screeded off or finished by floating. No steel

tooling of edges shall be done. The finished surface of the paving shall be kept moist for five days. Any cracks or wash-outs shall be filled in immediately.

All waste incurred as a result of DG paving construction shall be removed from the site and disposed of legally. All excess DG shall be removed from planting area.

The contract unit price per square foot of Construct DG Buffer (2" Decomposed Granite +8" Aggregate Base) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in stabilized decomposed granite as shown on the plans, and as specified in these special provisions and in the Standard Specifications. The contract unit price per square foot of Construct DG Buffer (2" Decomposed Granite +8" Aggregate Base) includes constructing aggregate based under Decomposed Granite per provisions in Section 7 of the City's Standard Specifications, State Standard Specifications, and these Special Provisions.

Add:

24-01K Utility Trench Cutoff

Utility Trench Cutoff shall be placed at wet utilities where service lines extend past the pavement structural section or as directed on the plans.

Sand-Cement Slurry Mix

Sand-Cement Slurry shall conform to the provisions in Section 19-03.02E "Slurry Cement Backfill" of the State Standard Specifications.

The contract unit price paid per each for Utility Trench Cutoff includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in constructing utility trench cutoff, including constructing the Hot Mix Asphalt, Aggregate Base, and Sand-Cement Slurry, and as shown on the plans and as specified in these Special Provisions, State Standard Specifications, and as directed by the Engineer, and no additional payment shall be made therefor.

Add:

24-01L Bioretention PVC Liner

The thickness of the bioretention PVC Liner shall be 30 mm.

Payment

The contract unit price per square foot of Bioretention PVC Liner shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installation of PVC Liner as shown on the plans and as specified in these Special Provisions, and as directed by the Engineer, and no additional payment shall be made therefore.

24-1M Good Neighbor Letter

Attached and made part of these special provisions are samples of "Good Neighbor" letters, informing the public of pending construction activity. These letters are required for distribution a minimum of 48-hours before the start of construction. The contractor is required to submit a draft letter to the City for review and approval at least ten (10) days

in advance and prior to the start of any work. The Contractor will be required to send one of the two different versions of the letter, depending on the roadway treatment.

These letters are required and are in addition to the “No parking” signs required under section “2-01 E Traffic Control Restrictions.” These letters are to be distributed 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 shall not be allowed to work on any roadways that have not been notified by the good neighbor letter(s). The Contractor shall schedule their work accordingly.

(SAMPLE LETTERS ON FOLLOWING PAGES)

REQUIRED GOOD NEIGHBOR LETTER (48 HR Notice)

(on Contractor's Letterhead)

Date: ____/____/____

Contractor Name

Street Address

City, State, Zip code

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

Dear Resident:

Re: Notice - West Las Positas Boulevard Multimodal Reconstruction Project

_____ has been awarded a construction contract with the City of Pleasanton Department of Engineering for reconstruction of sections of West las Positas Boulevard.

Please be advised that heavy construction activity on or near your street 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.

The construction activities consists of multiple operations, including but not limited to reconstruction of the pavement sections, construction of new hardscape and landscape medians, protected landscape buffers, protected intersections and crossing treatments for bicycles and pedestrians, upgrading ADA curb ramps and driveways, and modifying existing bus stops.

You may have limited or no vehicle access to your driveway while work occurs in front of your home or residence. A-frame barricades will be placed at locations that parking will be restricted 48 hours before the start of work. Please do not park your vehicle on the street when scheduled for construction as posted on the barricade. Pedestrian access to all properties will be maintained during this period. It is recommended that garbage container(s) to be put out the night before your scheduled pick-up as it is going to be arranged for earlier morning pick-up.

During paving, your street will be closed to vehicle traffic. Typically, this work will occur between the hours of 8:00am and 5:00 p.m.- If you need access to your vehicle during this period, it is suggested that you park your vehicle on adjacent streets not under construction.

Emergency vehicle access will be accommodated at all times. Your cooperation is greatly appreciated. If you have any questions, or special access needs, please call us at - _____ or City's Inspector, Mr. _____ directly at _____.

Sincerely,

Contractor Name