



**REQUEST FOR PROPOSALS**  
**FOR**  
**FIRE ALARM AND COMMUNICATION SYSTEM**  
**RETROFIT PROJECT**  
**AT MULTIPLE CITY BUILDINGS**  
**PROJECT NO. 23457**

**Date Released: June 13, 2025**

**Department of Public Works**  
**Engineering Division**  
**City of Pleasanton**  
**P.O. Box 520, 200 Old Bernal Avenue**  
**Pleasanton, CA 94566**

Signed by:

*Michael Stella*

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**Michael Stella, Acting City Engineer**

**Proposals are due prior to 11:00 a.m. Wednesday, July 16, 2025**

**REQUEST FOR PROPOSALS**  
**FOR**  
**FIRE ALARM AND COMMUNICATION SYSTEM**  
**RETROFIT PROJECT**  
**AT MULTIPLE CITY BUILDINGS**

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## REQUEST FOR PROPOSAL NOTICE

The City of Pleasanton is seeking a Request for Proposals for a turnkey solution for the retrofit and replacement of the City's existing fire alarm systems at the Public Works Department Corporation Yard, the Library, and the Police Station totaling 12 buildings and approximately 140,000 square feet. The work does not anticipate changes to the fire sprinkler systems but may require minor changes if compliance issues are found during the review. The existing fire alarm control systems are outdated and no longer in a serviceable condition and will require replacement of the panels, alarms, horns and other associated equipment with relocation of devices to meet current standards. A paging/communication system will be added for the Corporation Yard and Library facilities. The work shall include but not be limited to: review of existing systems, design of updated systems, fire alarm panel replacements, strobes, annunciators, pull handles, electrical feed to relocated panels, conduit, conductors, patching and painting of existing walls and ceilings for device relocations where necessary and raising the fire sprinkler exterior main backflow device above ground at the Library. The work will take place while buildings are occupied by staff and the public with extra care and special working hours required. The estimated project cost is \$1.7 million for all three locations.

The City of Pleasanton (City) anticipates working with a single qualified bidder through these milestones of activity:

1. Investigation, design, and permits; estimated duration is **three months** after City Council award of contract and written Notice of Award.
2. Scheduling, shop drawings, fabrication, mobilization, and installation; estimated duration is **five months** after written Notice to Proceed.
3. Testing and Fire Marshal approval; estimated duration is **one month**.
4. Acceptance by City Council, filing Notice of Completion, and release of retention and bonds; estimated duration is **three months**.

Submit bid proposal in a sealed package marked with the delivery due date and "RFP – Fire Alarm Retrofit Project No. 23457" prior to **11:00 a.m. Wednesday, July 16, 2025**. Proposals will be received by the City of Pleasanton City Clerk's office:

- In-person, Civic Center, at 123 Main Street, Pleasanton, CA 94566
- By mail to City Clerk, City of Pleasanton, P.O. Box 520, Pleasanton, CA 94566
- By Express Courier only, send to City Clerk's Office 123 Main Street

Proposals will not be opened at the time of submission. Proposals will be opened by the Evaluation Committee and results will be made public on the City's bid website.

Proposals received after the time and date specified above will be considered nonresponsive and will be returned to the bidder. Incomplete proposal documents, unsigned proposals, or proposals signed by an individual not authorized to bind the prospective bidder will be considered non-responsive and rejected.

In the event the sealed package is unavoidably held up with shipping, the City will deem an electronic submission with electronic signatures received by the submission deadline as meeting the deadline. The sealed package delivered will serve as the official proposal.

Please submit electronic copies with the subject line “RFP – Fire Alarm Retrofit Project No. 23457” to the City Clerk email: [pleasantoncityclerk@cityofpleasantonca.gov](mailto:pleasantoncityclerk@cityofpleasantonca.gov)

Any proposals received prior to the time and date specified above may be withdrawn or modified by the written request of the bidder to the City Clerk. To be considered, however, the modified Proposal must be received prior to the submission deadline.

A pre-bid meeting is mandatory for prospective bidders to submit a proposal for this project. Subcontractors are not required but are welcome to attend. Two pre-bid meetings are scheduled, and prospective bidders must attend one of the meetings to submit a proposal. The pre-bid meeting will include a mandatory walk through all three locations. Public parking is available. Each location requires individual security access procedures, and the meeting will start promptly at the time identified to sign into the location and verify identification. Photographs will not be allowed at the Police Station. Attendees will be required to sign out at each location.

- A pre-bid meeting is scheduled on **Thursday, June 19, 2025, at 8:00 a.m.** Attendees will meet outside the Library main entrance, 400 Old Bernal Ave, Pleasanton. After meeting at the Library and Police Station, driving directions will be given to continue the meeting at the Public Works Department Corporation Yard. The meeting should conclude between 11:30 a.m. and 12:00 p.m.
- A pre-bid meeting is scheduled on **Tuesday, June 24, 2025, at 8:00 a.m.** Attendees will meet outside the Library main entrance, 400 Old Bernal Ave, Pleasanton. After meeting at the Library and Police Station, driving directions will be given to continue the meeting at the Public Works Department Corporation Yard. The meeting should conclude between 11:30 a.m. and 12:00 p.m.

Any questions related to this RFP shall be submitted in writing. No oral question or inquiry about this RFP shall be accepted. Questions shall be submitted before **4:00 p.m. Wednesday, July 9, 2025**, to the attention of Tom Mucha, Associate Engineer, via email at [tmucha@cityofpleasantonca.gov](mailto:tmucha@cityofpleasantonca.gov).

This Request for Proposal (RFP) describes the Scope of Services, the necessary Qualifications and Experience, the Submittal and Selection Process, and a sample copy of the City Construction Contract and bonds.

Addenda to this RFP, if issued, will be sent to all prospective bidders that the City has specifically e-mailed a copy of the RFP to and will be posted on the City of Pleasanton bids website at: <http://www.cityofpleasantonca.gov/business/bids.asp>  
It shall be the bidder's responsibility to check the City of Pleasanton website to obtain any addenda that may be issued.

This RFP does not commit the City of Pleasanton to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City of Pleasanton reserves the right to accept or reject any or all proposals received because of this request, to negotiate with any qualified bidder, or to modify or

cancel in part or in its entirety the RFP if it is in the best interests of the City to do so. Furthermore, a contract award may not be made based solely on price.

The prospective bidder is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved by the City Council and fully executed by the City of Pleasanton.

All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract. Bidders who wish to release information regarding the selection process, contract award, or data provided by the City at any Public Hearing, must receive prior written approval from the City before disclosing such information to the public.

The City reserves the right to request additional information and/or clarification from any or all respondents to this RFP.

Contractor's Department of Industrial Relations Registration:

Bidder and its Subcontractors must be registered at the time of bid opening 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.

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 Specifications Section 7-1.01A(4) "Labor Nondiscrimination" under this contract.

Thank you for your interest in this opportunity with the City of Pleasanton.

Sincerely,



Michael Stella  
Acting City Engineer,  
Public Works Department

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## DESCRIPTION AND BACKGROUND

### **City Description:**

Located at the “tri-valley” junction of the I-580 and I-680 freeway interchange and incorporated in 1894, Pleasanton is a community with a population of about 80,000 people in 24.2 square miles near the major business markets of Silicon Valley, San Francisco, and the Central Valley. Pleasanton supports a thriving business community ranging from software to biotechnology to professional services.

### **Project Background:**

The City of Pleasanton identified the need to replace the fire alarm systems from three City owned and maintained locations that support the community. These locations were combined into one retrofit project that includes **12 occupied buildings** totaling just under 140,000 square feet. Two locations will proceed after the contract is executed, and the third location will be a bid alternate that may be added later to the contract as a change order.

The largest location is the Operations Service Center (OSC), 3333 Busch Road, which is the corporation yard and office campus built in 1991 for the Public Works departments including Administration, Environmental Services, Facilities, Fleet, Utilities (OSC PW), and the Pleasanton Police Department training and storage buildings (OSC PD). These eight buildings have fire sprinklers and are connected to a single zoned fire alarm system (Autocall Merlin) with a control panel that is no longer functioning and underground conduits connecting the buildings. Also, at the OSC location are two Livermore Pleasanton Fire Department (LPFD) buildings built in 1988 that do not have fire sprinklers and are connected underground to a single unmonitored fire alarm system (Simplex 2120) that includes control of the LPFD Training Tower for live burn activities. The remaining structures, emergency generator, and fuel tanks on the campus are not connected to the fire alarm or fire sprinkler systems and are not included in this project scope of work.

The second location is the city Library, 400 Old Bernal Avenue, built in 1988 with an office remodel in 2019. This building is the City’s largest single building and has fire sprinklers and an active original zoned fire alarm system (Simplex) which is monitored remotely by cellular to a third-party. The fire sprinkler main service backflow is in an exterior underground vault that leaks and is difficult to maintain. This project scope includes raising the backflow assembly. There is an adjacent storage building that is not included in the project scope.

The third location, and bid alternate, is the Pleasanton Police Department building (PPD), 4833 Bernal Avenue, built in 1983 with 1997 additions and some interior remodels. The location is adjacent to the Library. This building has an elevator, fire sprinklers, and an active original fire alarm system (FCI 7200) that is monitored by

Police Dispatch. The emergency generator and fuel station located at this site are not included in this project scope.

See Attachment 1 for a campus map of the buildings at the Operations Service Center.

## **SCOPE OF SERVICES**

### **General:**

The City of Pleasanton Public Works Department (Department) will review the qualifications, experience, and proposals of bidders in the design and installation of the latest California State Fire Marshal (CSFM) and Underwriters Laboratory (UL) listed addressable fire alarms, sprinkler monitoring, occupancy notification, and one-way voice communication systems (Systems) within multiple existing occupied buildings. The design, installation, and testing of the Systems shall comply with Title 19 of the California Code of Regulations (CCR) and shall meet the requirements for the Department to maintain the Systems. At the Library, the project scope includes work on the exterior fire sprinkler backflow assembly. The OSC PW shall be the priority location for design and installation due to the condition of the existing fire alarm system.

All work shall conform to the City of Pleasanton Standard Specifications and Details, July 2024 edition, available on the Department website:  
<https://www.cityofpleasantonca.gov/our-government/public-works/engineering/>

See Attachment 2 Special Provisions for additional project scope detail and site access requirements.

### **Design Services:**

The following is a general scope of work for design services. The Department is not providing engineering services and is expecting the qualified bidder to design complete approved systems that will meet the total budget identified, based on the bidder's experience with similar projects. All design work product for this project scope of work shall become property of the City. Under the contract, the bidder will take responsibility for the investigation and design process; and indemnify and hold harmless the City against design claims.

1. Investigate and record existing conditions, including underground conduits. Select copies of the original fire alarm system drawings and original building floor plan drawings are available. Refer to information on Attachment 1. The drawing copies may not reflect remodeled conditions.
2. Develop digital software drawings for each building and site compatible with the Department's standard AutoCAD/Civil 3D 2025. The Department has scanned copies and does not have digital software drawings for the OSC buildings and the PPD building. The Department has digital software (AutoCAD) drawings of the



Library floor plan and reflected ceiling plan available for use by the contractor and subcontractor.

- 2.1. No guarantees are made regarding the accuracy of digital software drawings provided by the Department and the user shall field verify conditions to develop their documents.
- 2.2. Use of the Department digital software drawings by the user requires as-built drawings returned in the same digital software format in addition to any required scanned and paper as-built copies.
3. Design new addressable fire alarm systems to meet CSFM, UL, the 2022 California Electrical Code Title 24 Part 3 (CEC), 2022 California Fire Code Title 24 Part 9 (CFC), and the 2022 National Fire Alarm and Signaling Code (NFPA 72).
4. Submit plans, shop drawings, battery calculations, and modifications to electrical and fire sprinkler backflow for City building permit and LPFD Fire Marshal approval.
5. Plenum rated conductors are acceptable and the specification and mounting to new seismically braced j-hooks shall be submitted for review and approval by the Department and Fire Marshal.
6. The new Systems shall not be proprietary and shall allow factory-trained independent services to meet current Department maintenance procedures and standards. The Systems shall be Notifier, or equal.

### **Installation Services:**

The following is a general scope of work for construction. Refer to General Provisions and Special Provisions for additional project construction requirements.

1. Submit a phased implementation schedule for City approval. Allow time for approvals of submittals, fabrication lead time, working in an occupied environment, scheduling vacancy of rooms for installing above ceiling, and scheduling of inspections.
2. Mobilize and install the new Systems by building.
3. Reuse existing conduits where feasible and install new conduits, boxes, and finish trim as needed for a complete system that meets the Electrical Code and the Building Code.
4. Existing conduit within the project scope of work that are not used for the new system shall remain in place with the conductors. The conductor ends shall be labeled and location noted on the as-build documents.
5. Provide UL fire rated penetrations for new conduit and backboxes through existing rated assemblies. This project scope of work does not include penetration upgrades to existing conduits or backboxes in rated assemblies.
6. All related work to access the infrastructure and components above the ceiling or behind walls shall be included in the proposal.
7. Finishes modified or damaged shall be returned to their pre-construction condition.

### **Testing Services:**

The following is a general scope of services for completion of the installation.

1. City acceptance of each completed building will follow the training by the system manufacturer and the system pre-test with Department staff.
2. After City acceptance, the LPFD Fire Marshal will perform a final fire alarm system test of each completed building.
3. Each final test will include a review of submitted as-built documents.
4. Final record documents for this project will be required in paper copies and electronic copies from the original contractor marked documents.
5. The entire OSC campus will be tested together at the end of the project with the LPFD Fire Marshal for final approval.

### **Project Management and Onsite Expectations:**

The qualified bidder will be required to maintain a Project Manager for the duration of this project that is acceptable to the Department. During installation and testing a project superintendent is required to be onsite.

Refer to Special Provisions for contractor personnel background check requirements. Temporary contractor job site office and sanitary facilities are not required. The Department will have a Project Engineer assigned to this project.

## **QUALIFICATIONS AND EXPERIENCE**

### **Contractor's License Classification:**

Class A General Engineering,  
Class B General Building Contractor,  
C-10 Electrical Contractor,  
C-16 Fire Protection Contractor

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 contractor license with one of the above classifications. 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.

### **Design Personnel:**

NICET Level 2 Certification,  
CA Professional Engineer License

The City has determined that the fire alarm system shall be designed by a professional with the above National Institute for the Certification in Engineering Technologies (NICET) or State of California (CA) qualifications.

Refer to Appendix A – Proposal Evaluation.

### **Proposal Evaluation of Minimum Qualifications:**

Respondents will be evaluated on the following minimum qualifications criteria to participate in the City's RFP selection process:

- Contractor completion of the Bid Proposal including addendum acknowledgement, license number, DIR number, and Bid Bond.
- Contractor past history.
- Contractor attendance at mandatory bid walk.
- Fire Alarm Subcontractor license number and DIR number.

Failure to provide these items may deem the Proposal non-responsive.

### **Proposal Evaluation of Experience:**

Respondents will be evaluated and provided points on the following experience criteria to determine the ranking of the proposal:

- Contractor experience and references from three (3) similar fire alarm projects in California completed within the past seven (7) years. Preference will be given for those similar fire alarm projects for a municipal agency, covering multiple buildings, buildings occupied during construction, and replacing the existing system completely.
- Fire Alarm Subcontractor experience and references from three (3) similar projects in California completed within the past seven (7) years which included the installation of a complete fire alarm system in multiple buildings. Preference will be given for those similar projects for a municipal agency, covering multiple buildings, and included the design of the fire alarm system.
- Preference will be given for Contractor experience on the above projects contracting with the fire alarm subcontractor identified in Bid Proposal.

### **Proposal Evaluation of Contractor's Bid:**

Respondents will be evaluated and provided points on the following Bid criteria to determine the ranking of the proposal:

- Total Base Bid amount,
- Alternate Bid Item A1 (OSC-LPFD) amount.
- Alternate Bid Item A2 (PPD) amount.

## **SUBMITTAL AND SELECTION PROCESS**

See Attachment 3 for the Bid Proposal submittal forms.

### **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 with all signature blocks signed by the Bidder in ink. 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 the delivery due date.

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.

### **Bid Security:**

Each Bid Proposal shall be accompanied by a bid security amounting to not less than **ten percent** of the bid by way of either a Bid Bond for that amount and payable in the form contained in this bid package, or cash, a cashier's check, or a certified check payable to the order of the City of Pleasanton.

The amount so posted shall be forfeited to the City if the successful bidder does not enter into a contract with the City for the work within ten (10) working days, not including Saturday, Sunday and legal holidays, after the date of postage of written notice that the contract has been awarded.

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 qualified bidder.

### **Bid Addendum:**

The Contractor is responsible for reviewing the City of Pleasanton's City Bids website to ensure they have the latest addenda and utilize all updated documents issued through addendum.

### **City of Pleasanton's City Bids Website:**

<http://www.cityofpleasantonca.gov/business/bids>

**Bid Withdrawal After Deadline:**

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.

**Selection Process:**

Refer to Appendix B – RFP Schedule.

All proposals received by the deadline will be reviewed and considered by the City Selection Committee (Committee). The Committee may be composed of City of Pleasanton staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposals as identified in Appendix A. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee.

The Committee will evaluate each proposal meeting the qualification and experience requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the City's requirements as set forth in this RFP.

**Notification:**

Results of the Committee selection shall be made public on the City Bids Website. The Project Engineer will notify the contact listed for the selected contractor. The project will be added to the City Council agenda requesting the award of a contract to the selected Proposal within 90 days of RFP submittal due date.

## **AWARD AND EXECUTION OF CONTRACT**

See Attachment 4 for a copy of the City of Pleasanton Construction Contract and Bonds.

### **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.

### **Execution of Contract:**

Within ten (10) working days, not including Saturday, Sundays and legal holidays, after the date of postage of mailed Notice of Award to the selected contractor, the following documents shall be submitted by the contractor to the City.

- Contract signed by the contractor
- 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 construction portion of the 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 Security.

### **Start of Work:**

Following full execution of the contract, the Project Engineer will notify the Contractor to proceed with the design for the fire alarm systems and schedule a Design Conference.

The City and Contractor shall collaborate on the Notice to Proceed for the mobilization and start date of working days for construction. A Pre-Construction Conference will be scheduled by the Project Engineer just prior to the Notice to Proceed.

## APPENDIX A – PROPOSAL EVALUATION

### **Evaluation Criteria:**

Proposals will be evaluated according to each Evaluation Criteria and scored as identified. Failure to provide the minimum qualifications may deem the Proposal non-responsive. The scores for all the Experience and Bid Ranking will be added to determine an overall final score for each proposal. A proposal with a high total will be deemed of higher quality than a proposal with a lesser total. The maximum final score for any proposal is thirty (30) points.

**Name of Bidder:** \_\_\_\_\_

### **Minimum Qualifications:**

NR	Non-Responsive	Fails to meet RFP minimum requirements. For a mandatory requirement this will result in disqualification of the proposal.
R	Responsive	Proposal has provided the information requested.

NR     R     Proposal includes Bidder's CSLB Number / Classification, DIR Registration Number, and Bid Bond

NR     R     Proposal includes Bidder's past history

NR     R     Proposal includes Bidder's attendance at mandatory Pre-bid Meeting at the three locations

NR     R     Proposal includes Fire Alarm Subcontractor's CSLB Number / Classification and DIR Registration Number

\_\_\_\_\_ **Total Score Below** (30 Total Possible for Experience and Bid Ranking)

**Experience Score:**

0		No Experience identified in Proposal.
1		Experience included in Proposal.

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**Experience Score (23 Total Possible)**

0	1	Bidder's Project #1 included a reference from a municipal agency
0	1	Bidder's Project #1 included multiple bldgs.
0	1	Bidder's Project #1 included work within occupied bldgs.
0	1	Bidder's Project #1 replaced the existing FA system
0	1	Bidder's Project #2 included a reference from a municipal agency
0	1	Bidder's Project #2 included multiple bldgs.
0	1	Bidder's Project #2 included work within occupied bldgs.
0	1	Bidder's Project #2 replaced the existing FA system
0	1	Bidder's Project #3 included a reference from a municipal agency
0	1	Bidder's Project #3 included multiple bldgs.
0	1	Bidder's Project #3 included work within occupied bldgs.
0	1	Bidder's Project #3 replaced the existing FA system
0	1	Fire Alarm Subcontractor's Project #1 included an agency reference
0	1	Fire Alarm Subcontractor's Project #1 included multiple bldgs.
0	1	Fire Alarm Subcontractor's Project #1 included design of the fire alarm
0	1	Fire Alarm Subcontractor's Project #2 included an agency reference
0	1	Fire Alarm Subcontractor's Project #2 included multiple bldgs.
0	1	Fire Alarm Subcontractor's Project #2 included design of the fire alarm
0	1	Fire Alarm Subcontractor's Project #3 included an agency reference
0	1	Fire Alarm Subcontractor's Project #3 included multiple bldgs.
0	1	Fire Alarm Subcontractor's Project #3 included design of the fire alarm
0	1	Fire Alarm Subcontractor has worked with Bidder on 2 or more projects
0	1	Design personnel have certification or license



**Bid Ranking:**

\_\_\_\_\_ **Bid Ranking Score** (7 Total Possible)

	<b>\$ Value</b>	<b>Total Base Bid Ranking</b>
3		The Proposal with the lowest Total Base Bid Amount
2		The Proposal with the second lowest Total Base Bid Amount
1		The Proposal with the third lowest Total Base Bid Amount
0		All Proposals with higher Total Base Bid Amount

	<b>\$ Value</b>	<b>Alternate Bid Item A1 Ranking</b>
2		The Proposal with the lowest Unit Price Bid Amount
1		The Proposal with the second lowest Unit Price Bid Amount
0		All Proposals with higher Unit Price Bid Amount

	<b>\$ Value</b>	<b>Alternate Bid Item A2 Ranking</b>
2		The Proposal with the lowest Unit Price Bid Amount
1		The Proposal with the second lowest Unit Price Bid Amount
0		All Proposals with higher Unit Price Bid Amount

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## APPENDIX B – RFP SCHEDULE

The anticipated RFP and selection schedule is as follows:

Advertise:	June 13, 2025
Mandatory Bid Walk:	June 19, 2025, 8:00 a.m.
Mandatory Bid Walk:	June 24, 2025, 8:00 a.m.
Last date for Questions to be submitted:	July 9, 2025, 4:00 p.m.
<b>RFP Due:</b>	<b>July 16, 2025, 11:00 a.m.</b>
RFP review and evaluation:	July 17 – July 18, 2025
Notification of evaluation results:	July 21 – July 23, 2025
City Council Award:	August 19, 2025
Contract execution:	August 20 – September 16, 2025
Proceed with Design (est):	September 17, 2025

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## **ATTACHMENT 1 – MAPS**

### **OPERATIONS SERVICE CENTER CAMPUS MAP**

#### **REFERENCE DRAWING COPIES**

for the Operations Service Center and the Library select drawing copies are available for digital download through the City bids website:

<https://www.cityofpleasantonca.gov/business/bids/>

or the Public Work Bidnet Direct website:

<https://www.bidnetdirect.com/california/cityofpleasantonca>

#### **REFERENCE DRAWING COPIES**

for the Police Department building original drawing copies are not available for digital download through the City bids website

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## **ATTACHMENT 2 – SPECIAL PROVISIONS**

### **SPECIAL PROVISIONS**

## SPECIAL PROVISIONS

All work for this project shall be constructed in accordance with the City of Pleasanton Standard Specifications and Details, 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

#### 1-07 Location of Existing Utilities

*Replace the first sentence as follows:*

The Project Plans are to be developed under the control of the Contractor based on reference documents available and reasonable inference from physical evidence.  
*(The remaining paragraph remains unchanged.)*

#### 1-09 Dust Control

*Replace the section entirely as follows:*

Contractor shall install protective covering over existing interior materials and finishes as needed to perform the work.

Contractor shall take all measures to prevent dust and debris accumulation inside the building including the use of vacuum attachments on tools. Contractor shall prevent track-out of debris from work zone areas with dust control mats. All debris shall be removed daily and the work area hepa-vacuumed before the contractor or subcontractor leaves at the end of each day

#### 1-11 Security

*Add:*

Contractor shall not leave any locked door or gate unattended during the movement of materials in or out of the project area. Refer to Sections 1-33A and 1-35 for additional security and access constraints.

#### 1-12 Storage

*Add:*

The designated storage and staging area shall not restrict landscape maintenance and shall use temporary materials to prevent damage to the existing landscape and hardscape. The building egress and accessible path of travel shall be maintained at all times.



1. The Library and Police Station interior shall not be used for storage of materials. Contractor may use the City-owned undeveloped and unsecured lot across Old Bernal Ave. If used by the Contractor, the base bid shall include, but not limited to, the preparation of the site, tree protection, temporary facilities, traffic control flaggers, coordination with the school drop-off zone adjacent to the Library, and distribution of the “Good Neighbor Letter”.
2. Contractor is responsible for the security of temporary facilities and materials within any staging or storage area.

#### 1-14 Shop Drawings and Product Submittals

*Replace the third (Engineer review), fourth (submissions), and fifth (authentication) paragraphs with the following:*

Contractor shall submit one (1) hardcopy set of shop drawings and product data submittals stamped with Contractor’s review and a transmittal cover page along with one (1) electronic copy of all sheets (PDF format) to the Project Engineer. Shop drawings shall be included with the requirements for record as-built documents.  
*(The remaining paragraphs remain unchanged.)*

#### 1-17 Cleanup

*Add:*

Contractor shall not use the City trash enclosures or dumpsters.

#### 1-20 Permits and Licenses

*Replace the section entirely as follows:*

Contractor and their designer shall be responsible for obtaining all necessary permits, including all required City permits; and submit copies of all permits to the Project Engineer prior to the start of work.

The Contractor, all subcontractors, and designer shall be required to obtain City of Pleasanton **Business Licenses** after award of Contract and prior to the start of any work as outlined in the Award and Execution of Contract section. License information can be found by calling (925) 931-5440, or on the City’s web-page, <https://www.cityofpleasantonca.gov/business/license.asp>.

Contractor shall be responsible for obtaining a no cost **Building Permit** from City of Pleasanton’s Community Development Department following the design process and prior to the Notice to Proceed. The contractor shall submit all required documents to complete the permit application and the Waste Management Plan. Contractor may be required to use the **Green Halo Systems** for tracking of the Waste Management Plan. Green Halo Systems is a fully integrated web-based management system that provides the necessary tools for contractors, recyclers and other businesses to transparently comply with these requirements.

Prior to the start of any work on City property, the contractor shall coordinate with the Project Engineer to obtain a “no fee” **Encroachment Permit** from the City of Pleasanton’s Public Works Department, at 200 Old Bernal, Pleasanton, CA. Identify any Traffic Control Plan and Material Storage/Staging areas with the permit application.

Full compensation for conforming to the provisions herein, including but not limited to the City Business License fee, Green Halo program, etc., 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.

#### 1-28 Record Drawings

*Add:*

Marked Project Plans include the permit stamped project drawings, project specifications, shop drawings, and any change orders. The project drawings submitted as Record Drawings shall include new sheets with all clarification and change documentation added and referenced on the permit project drawings.

#### 1-32 Project Identification Signs (PIS)

*Replace the section entirely as follows:*

A minimum of one Project Identification Sign (PIS) shall be installed on every Capital Improvement Project. The City shall furnish the PIS for the general contractor to install in a location agreed by the City and contractor.

The Fire Alarm Retrofit Project will include at least one portable sign provided by the City to be used where contractor has blocked areas occupied by staff or the public.

#### 1-33 Measurement and Payment

*Replace the section entirely as follows:*

Measurement and payment for bid items are described in this section. Full compensation for Work not appearing as a specific bid item but required by the Contract Documents shall be considered as included in the contract price paid for the various items of work and no additional compensation will be allowed, therefore. Measurement and payment descriptions within the various sections of the City Standard Specifications and Details for the various items of work shall not apply. State Standard Specifications shall be the reference document for further clarification on measure and pay and additional work including specified mark-ups associated with work completed under Time and Material Basis.

*Add new sub-section as follows:*

### **1-33A Bid Item Measurement and Payment Descriptions**

**Furnishing all labor, supervision, materials, tools, equipment, and incidentals for the Scope of Work and the following work shall be considered as included in the various bid items, and no additional compensation will be made therefore:**

OSC = Operations Service Center located at 3333 Busch Road

OSC-PW = The six Public Works buildings located at the OSC

OSC-PD = The two Police Department buildings located at the OSC

OSC-LPFD = The two Livermore Pleasanton Fire Dept buildings located at the OSC

PPD = The Pleasanton Police Department building located at 4833 Bernal Avenue

#### **Base Bid Item List:**

#### **Bid Item No. 1: Investigation, Design, and Permits at OSC & Library**

The contract unit price, lump sum (LS) price paid for Bid Item No. 1, shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, travel, reimbursables, and incidentals for all work involved in the site, building, and document investigation; the design of updated systems; and the permit approval process with the City Building Dept and LPFD Fire Marshal at the following buildings:

1. OSC-PW and OSC-PD. Includes the eight (8) separate buildings totaling approximately 86,600 square feet with occupancy classification groups A, B, S, and H connected to one fire alarm system through existing underground conduits. Design shall include:
  - a. New fire alarm control panel in a new location and a new annunciator in the Administration building Lobby. Coordinate design of new and existing fire alarm system such that the building protection is continuous.
  - b. All new devices that meet current ADA and code requirements in the current locations where possible and new locations where required.
  - c. Existing doors on local smoke detection holdopens shall be connected to the new fire alarm system with new devices.
  - d. New push button alarm stations at each exhaust hood in the Administration / ESD building laboratory.
  - e. All new conductors. All devices shall be hardwired.
  - f. Reuse the existing fire sprinkler monitoring devices, tamper devices, flow switches, and bells at each building. Add new where required by current codes.
  - g. A new one-way voice communication system throughout all these buildings that may use the notification devices but secondary to the fire alarm notification. Include two microphone stations in separate buildings.
  - h. All these buildings are supported by emergency generator power.
  - i. A solution may be proposed for approval that does not use the underground conduits and is able to provide the one-way voice communication to all these buildings.
  - j. System will be remotely monitored with cellular technology by others.

2. OSC-LPFD. Includes the two (2) separate buildings totaling approximately 2,500 square feet with occupancy classification groups A and B connected to one fire alarm system through existing underground conduits. Design shall include:
  - a. New fire alarm control panel located near the first-floor entry of the LPFD Training Center.
  - b. All new devices that meet current ADA and code requirements in new locations.
  - c. All new conductors. All devices shall be hardwired.
  - d. A new one-way voice communication system throughout these buildings that can use the notification devices but secondary to the fire alarm notification. Include one microphone station in the Training Center.
  - e. Existing control panel located upstairs shall remain and supporting the Training Tower. Existing fire alarm system in the two buildings shall be disconnected from the existing control panel.
  - f. These buildings are not supported by emergency generator power and do not have fire sprinklers.
  - g. System will be remotely monitored with cellular technology by others.
3. Library. One standalone building totaling approximately 30,200 square feet with occupancy classification groups A and B. Design shall include:
  - a. New fire alarm control panel in a new location and a new annunciator in a location approved by the Fire Marshal. Coordinate design of new and existing fire alarm system such that the building protection is continuous.
  - b. All new devices that meet current ADA and code requirements in the current locations where possible and new locations where required.
  - c. Existing doors on local smoke detection holdopens shall be connected to the new fire alarm system with new devices.
  - d. All new conductors. All devices shall be hardwired.
  - e. Reuse the existing fire sprinkler monitoring devices, tamper devices, flow switches, and bells at each building. Add new where required by current codes.
  - f. A new automatic emergency voice/alarm communication system throughout the building with new devices integral with the new fire alarm system.
  - g. This building is not supported by emergency generator power.
  - h. New dedicated electrical circuits to fire alarm panels including electrical panel load readings.
  - i. System will be remotely monitored with cellular technology by others.
  - j. Raising the existing exterior underground vault fire sprinkler backflow to above grade per City Standards Detail No. 705. Existing vault frame may remain with doors removed and be filled with gravel. Existing FDC shall remain in current location. Existing PIV shall be relocated away from the building. Fire sprinkler system shall not be inoperable at the same time as the fire alarm system.
  - k. Vehicle barrier concrete filled bollards to protect the new above grade fire sprinkler backflow and PIV.

#### **Bid Item No. 2: Installation and Testing at OSC-PW & OSC-PD Buildings**

The contract unit price, lump sum (LS) price paid for Bid Item No. 2, shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals for all work involved in demolition and disposal of existing fire alarm

systems, installation of the new fire alarm, system testing, and related restoration of ceilings and walls as required. Provide firewatch or temporary systems if the design of fire alarm system replacement does not provide for continuous protection of the buildings.

The contract unit price shall include the cost for training maintenance staff and providing maintenance stock to the City equal to eight (8) complete fire alarm devices of each type.

This item is exempt from the State Standard Specifications Sections 9-1.06B “Increases of More Than 25 Percent” and 9-1.06C “Decreases of More Than 25 Percent”.

1. OSC-PW specific installation and testing requirements.
  - a. The working hours during interior installation are from **6:00 a.m. – 6:00 p.m., Monday through Friday** when Public Works staff are onsite.
  - b. Coordinate installation and testing with the times that the Administration building lobby and customer service are open to public 7:00 a.m. to 4:00 p.m.
  - c. The contract unit price shall include costs to implement multiple safe work zones to complete the replacement of the fire alarm system while occupied by staff, visitors, and the public.
  - d. Staff multi-stall restrooms are available for contractor use in the Administration building. Contractor shall keep these restrooms in an orderly manner and any misuse or excessive dirt shall be cleaned by the Contractor. The staff showers and exercise room are not to be used by the Contractor personnel.
  - e. Contractor staging and parking within the OSC site shall be coordinated with Public Works. Contractor will be required to maintain a separately secured fenced staging area within the OSC site.
2. OSC-PD specific installation and testing requirements
  - a. The working hours during interior installation and testing shall be coordinated with the Police Department after review of the design and project schedule.
  - b. Staff multi-stall restrooms are available for contractor use in the Administration building with the additional limitations noted for the OSC-PW.
  - c. Parking and staging will not be allowed within the OSC-PD separately fenced and secured site.
  - d. Refer to Section 1-35.1 **GENERAL REQUIREMENTS AND CONSTRAINTS** for additional requirements for Contractor and subcontractor personnel specific to the OSC-PD building.

### **Bid Item No. 3: Installation and Testing at the Library Building**

The contract unit price, lump sum (LS) paid for Bid Item No. 3, shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals for all work involved in the fire alarm system demolition, disposal, installation, testing, and related restoration of ceilings and walls as required; and all work involved in the fire sprinkler backflow system demolition, installation, painting, testing, and related trenching and soil restoration including repair of damaged irrigation as required. Provide firewatch or temporary systems if the design of fire alarm system and fire sprinkler backflow system replacements do not provide for continuous protection of the buildings.

The contract unit price shall include the cost for training maintenance staff and providing maintenance stock to the City equal to one (1) complete fire alarm device of each type. Existing fire sprinkler backflow devices removed as part of this project shall be turned over to Public Works staff.

This item is exempt from the State Standard Specifications Sections 9-1.06B “Increases of More Than 25 Percent” and 9-1.06C “Decreases of More Than 25 Percent”.

1. Library specific installation and testing requirements.

- a. The working hours during interior installation are from **2:00 a.m. – 9:30 a.m., Monday through Friday** before the Library is open to the public at 10:00 a.m. These hours may be shortened without additional compensation to the Contractor if work is not performed properly and needs to be monitored by Public Works staff, or noise complaints are received regarding the staging area.
- b. Public Works staff are available at 6:00 a.m.
- c. Testing of the fire alarm systems shall be performed before Library and Recreation staff occupy the building at 8:00 a.m. Custodial or maintenance may be in the building prior to this time.
- d. The contract unit price shall include costs to implement multiple safe work zones to complete the replacement of the fire alarm system while occupied by staff.
- e. Contractor shall not utilize the Library restrooms and shall provide adequate temporary facilities for workers.
- f. Parking and staging for the Contractor will be designated at the parking spaces along Old Bernal Ave. Contractor shall provide adequate fencing and security for the staging area.

**Alternate Bid Item No. A1: Add Installation and Testing at OSC-LPFD Buildings**

The contract unit price, lump sum (LS) paid for Alternate Bid Item No. A1, shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals for all work involved in demolition of existing fire alarm system, installation of the new fire alarm, system testing, and related restoration of ceilings and walls as required. Provide firewatch or temporary systems if the design of fire alarm system replacement does not provide for continuous protection of the buildings.

The contract unit price shall include the cost for training maintenance staff and providing maintenance stock to the City equal to two (2) complete fire alarm devices of each type.

This item is exempt from the State Standard Specifications Sections 9-1.06B “Increases of More Than 25 Percent” and 9-1.06C “Decreases of More Than 25 Percent”.

1. OSC-LPFD specific installation and testing requirements

- a. The working hours during interior installation and testing shall be coordinated with the LPFD after review of the design and project schedule.
- b. Staff multi-stall restrooms are available for contractor use in the Administration building with the additional limitations noted for the OSC-PW.

- c. Contractor staging and parking within the OSC site shall be coordinated with Public Works. Contractor will be required to maintain a separately secured fenced staging area within the OSC.

**Alternate Bid Item No. A2: Add Design, Installation, and Testing at PPD Building**

The contract unit price, lump sum (LS) paid for Alternate Bid Item No. A2, shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, travel, reimbursables, and incidentals for all work involved in the site, building, and document investigation; the design of updated systems; the permit approval process with the City Building Dept and LPFD Fire Marshal; the demolition and disposal of existing fire alarm system; the installation of the new fire alarm; system testing, and the related touchup and finishes of ceilings and walls as required. Provide firewatch or temporary systems if the design of fire alarm system replacement does not provide for continuous protection of the buildings.

The contract unit price shall include the cost for training maintenance staff and providing maintenance stock to the City equal to one (1) complete fire alarm device of each type.

This item is exempt from the State Standard Specifications Sections 9-1.06B “Increases of More Than 25 Percent” and 9-1.06C “Decreases of More Than 25 Percent”.

1. PPD. One standalone building totaling approximately 20,300 square feet with occupancy classification groups ‘B’, ‘S’, and ‘I’ (locked holding cells) shall include the following design considerations and the following installation and testing requirements:
  - a. New fire alarm control panel in a new location and a new annunciator in a location approved by the Fire Marshal. Coordinate design of new and existing fire alarm system such that the building protection is continuous. Provide fire watch if needed.
  - b. All new devices that meet current ADA and code requirements in the current locations where possible and new locations where required.
  - c. Existing doors on local smoke detection holdopens shall be connected to the new fire alarm system with new devices.
  - d. Existing locked holding cells on the east side of the building shall be connected to the new fire alarm system with new devices. Former holding cells on the west side of the building are permanently storage.
  - e. Existing elevator shall be connected to the new fire alarm system with new devices.
  - f. All new conductors. All devices shall be hardwired.
  - g. Reuse the existing fire sprinkler monitoring devices, tamper devices, flow switches, and bells at each building. Add new where required by current codes.
  - h. New dedicated electrical circuits to fire alarm panels including electrical panel load readings.
  - i. System will be remotely monitored with cellular technology by others.
  - e. The working hours during interior installation and testing shall be coordinated with the Police Department after review of the design and project schedule. The PPD building is staffed 24-hours every day and may have limited testing times.

- f. Jobsite office space and restrooms are available for contractor use inside the PPD building. Contractor shall keep the restrooms in an orderly manner and any misuse or excessive dirt shall be cleaned by the Contractor. The staff showers and exercise room are not to be used by the Contractor personnel.
- g. Staging will be allowed within the PPD secure fencing and require Public Works or PPD staff to monitor the movement of materials through the secure perimeter.
- h. Parking will be within the Civic Center public parking spaces.
- j. Refer to Section 1-35.1 GENERAL REQUIREMENTS AND CONSTRAINTS for additional requirements for Contractor and subcontractor personnel specific to the PPD building.

**Alternate Bid Item No. A3: Add Trenching of Existing Pavement and Underground Conduit Repair**

The contract unit price, linear foot (LF) paid for Alternate Bid Item No. A3 located at the OSC, shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals for all work involved in the sawcut, removal and disposal of existing pavement; the trenching up to three (3) feet deep; the repair of existing fire alarm conduit prior to installation of new conductors; the backfill and compaction of the trench, and the asphalt patching per City Standard Detail No. 113.

*Add new sections as follows:*

**1-35.1 GENERAL REQUIREMENTS AND CONSTRAINTS ON WORK AND SCHEDULING OF WORK**

- A. Site access for the Contractor, subcontractors, and designers will be provided by the City during the design and construction:
  - 1. Designers will be escorted through the buildings by the Project Engineer or Department staff during the design phase.
    - a. At all police buildings, designers will need to schedule with the Project Engineer to be escorted by PPD staff.
  - 2. Contractor will be provided security card access issued by the City prior to mobilization to the OSC-PW, OSC-LPFD, and the Library buildings.
  - 3. Contractor and subcontractors for the OSC-PD and PPD buildings will require all personnel to complete fingerprinting and background check prior to the City issuing identification cards and mobilization. Identification cards must be carried at all times while working in the building and will not provide building access. Personnel will need to sign in each time they enter and sign out when they exit these buildings for the duration of the project.
  - 4. Contractor and subcontractor personnel shall always be identified either by company uniform with the company name displayed, or by a safety vest worn outside other clothing with the company name displayed.



- B. General requirements and constraints on Work:
  - 1. The project buildings are critical to the City for public service. In the event of an emergency situation for the City, the Project Engineer, Public Works Inspector, or City Engineer may direct the Contractor to cease work and vacate the building and/or site.
    - a. The Library is used as a cooling center for the public during severe heat days.
    - b. The PPD and OSC are the emergency operations command centers.
  - 2. Conduct Work such that the City's ability to maintain staff and public access throughout construction is not hampered.
  - 3. Implement necessary temporary work zone safety measures during public open hours and staff only hours.

### **1-35.2 CONSTRUCTION CONSTRAINTS**

The following constraints shall be observed while working in and around the project.

- A. No work is permitted on weekends and City observed holidays.
- B. Exterior work, including mobilization and staging materials, shall comply with noise control identified in the City of Pleasanton Municipal Code.
- C. Contractor shall coordinate a minimum of one (1) week in advance with the Project Engineer for the closure of any meeting room to avoid room reservation conflicts during and after construction working hours.
- D. Contractor shall not start work within an area until all the materials are onsite to complete that portion of work in full.
- E. Contractor will be responsible to install all warning devices to adequately identify the areas closed to staff and the public including measures associated for all ages and abilities, especially those with low vision and hearing.
- F. Temporary lighting shall be provided by the contractor when lighting is out of service. The temporary lighting luminosity shall be equivalent of existing lighting condition. All cords (power, extension, etc) shall be secured for all ages and abilities, especially those with low vision. No temporary items shall hang below seven feet (7'-0") above the floor.
- G. Contractor shall not park in any accessible parking spaces.
- H. Contractor may use electrical outlets when the load is less than 15-amps. Higher amperage shall be supplied by the contractor upon approval by the City for noise and safety requirements. All cords shall be securely taped down to ADA standards.
- I. Contractor shall provide a plan for the City to review for the work areas within the building demonstrating how the area will be secured and prevent migration of dust and debris from the work zones. It shall identify any changes to the operation of the HVAC (closing vents), fire alarms, lighting, etc. necessary for completion of the work. The plan shall provide details demonstrating how the areas adjacent to the work zone will be safe to the public.

Facilities or conditions required to keep the existing buildings operational include, but are not limited to, the following:

1. Electrical power including lighting & HVAC
2. Piping for conveyance of water.
3. Instrumentation, meters, controls, and telemetry equipment.
4. Safety equipment and features.
5. Parking for City employees and the public; and spaces for delivery, operations, and maintenance vehicles.
6. Telephone and Data Systems
7. Contractor shall always maintain one staff building access open.
8. Contractor shall not block fire exits.

### **1-35.3 Safety Plans Requirements**

Within 10 calendar days of Notice to Proceed, the Contractor shall submit a site safety plan with the fundamental purpose of protecting all personnel (City, public and Contractor). Safety plan shall include but not be limited to addressing safe access by providing access tunnel and lighting.

### **1-36 Schedule of Values**

Contractor shall prepare schedule of values for each Bid Item and Alternate Bid Item identifying costs of major items of works and subcontracted items. Schedule of values shall include all quantities and prices of items which when added together equal the contract price and subdivides the work into component parts in sufficient detail to serve as the basis for progress payments during performance of the work. Such prices will include an appropriate amount of overhead and profit applicable to each item of the work. The schedule of values shall be submitted to City for review and approval prior to contractor's first billing. Contractor shall submit corrected schedule of values within 10 days upon receipt of reviewed Schedule of Values, but no later than 10 days prior to anticipated submittal of first application for payment. When the schedule is changed or revised to include added or deleted work, the schedule of values shall also be revised such that the sum total of all cost loaded activities continuously equal the current contract value.

### **1-37 Reference Drawing Copies Information**

Select reference drawing copies are available for digital download during bidding. Additional documents will be available to the Contractor for design and construction.

## **SECTION 2. TRAFFIC CONTROL**

### **2-01A Public Convenience and Safety**

*Add:*

Maintain access for pedestrian and disabled persons at all times including non-construction hours.

Contractor shall allow access to parking lots at all times, unless previously coordinated with Project Engineer.

#### 2-01C Haul Routes

*Replace with:*

The construction haul route for the OSC shall be I-580 to Isabel Ave (Route 84) to Stanley Blvd to Valley Ave to Site. The construction haul route for the Library and Police Station shall be I-680 to Bernal Ave to Site or I-680 to Sunol Blvd to Bernal Ave to Site.

#### 2-01D Traffic Control Plan

*Add:*

Contractor shall submit a Traffic Control Plan with the Encroachment Permit including, but not limited to, showing where Contractor intends to park, and the staging /storing and materials route.

### **SECTION 19. IRRIGATION**

#### 19-01D Damage to Property

*Replace the section entirely as follows:*

Prior to the start of construction, the Contractor shall coordinate with Public Works Department/ Parks Maintenance Division staff to verify and record the condition of the existing irrigation & landscaping system. The Contractor shall promptly repair or replace to City Standard Specifications and Details any damage during construction or by Contractor activities. The City shall inspect all restoration work prior to covering with soil and prior to planting and laying sod, which shall not be initiated until the irrigation system restoration work is approved.

### **SECTION 23. MISCELLANEOUS**

*Add:*

#### **23-01E Good Neighbor Letter (48 Hours Notice)**

Attached and made part of these special provisions is a sample “Good Neighbor Letter” informing the public of pending construction activity. When required, Contractor shall distribute a minimum of 48 hours before the start of mobilization. The contractor is required to submit a draft letter to the City for prior review and approval. This letter is required and is in addition to the “No parking signs” required under section “2-01E Traffic Control Restrictions.” These letters are to be distributed to all entities,

businesses or residents that are directly impacted, such as noise or when access to their property may be impeded, and this distribution is not limited only to the project's limit of work.

This is not a measured item of work, no separate payment for conforming to the provisions herein.

(SAMPLE LETTER ON FOLLOWING PAGE)

(Contractor's Letterhead)

## REQUIRED GOOD NEIGHBOR LETTER (48 HRS Notice)

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

RE: FIRE ALARM RETROFIT PROJECT, CIP No. 23457

Dear Resident:

Please be advised that construction and staging activity will be taking place at the FIRE ALARM RETROFIT PROJECT, CIP No. 23457. The work will have no anticipated impact to your property. Signs will be posted in the event of restrictive parking during active construction of the project.

Work 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 work will take place **Monday thru Friday from \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.**

This project is primarily interior work, and the City has provided an exception for construction and staging activity to start prior to the 8:00 a.m hour in the Pleasanton Municipal Code Chapter 9.04 Noise Regulations in order to avoid conflicts with after-school drop-off and with hours Library use is higher.

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

Sincerely,

\_\_\_\_\_  
Contractor Name

Attachment(s): None/List of affected streets

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## **ATTACHMENT 3 – BID FORMS**

BID PROPOSAL FORM

BID BOND FORM

CERTIFICATIONS OF BIDDER'S EXPERIENCE AND QUALIFICATIONS

# BID PROPOSAL

## FIRE ALARM AND COMMUNICATION SYSTEM RETROFIT PROJECT AT MULTIPLE CITY BUILDINGS Project No. 23457

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 **FIRE ALARM RETROFIT, PROJECT NO. 23457**, City of Pleasanton, having examined the Proposal Scope of Work and related documents and the premises of the proposed work, and being familiar with all of the conditions surrounding the design and 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 design and construct the project in accordance with the Scope of Work, 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.

The City intends to proceed with the investigation of existing conditions and to have the contractor release the design of the fire alarm systems prior to the start of working days and following the written "Notice of Award" and execution of the contract. The City and Contractor shall collaborate on the "Notice to Proceed" for the start date of working days. The mobilization shall begin within fifteen (15) calendar days from the date of the written "Notice to Proceed" and the project shall be fully completed within one hundred-twenty **(120) working days** after the start date.

Bidder shall pay as liquidated damages in the sum of **\$2,000.00** per calendar day should the successful Bidder fail to complete the work within this time limit unless the successful Bidder is granted a time extension.

Bidder acknowledges receipt of the following addendum:

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



Bidder acknowledges attendance at one of the mandatory Pre-bid Meetings:

- Attended the mandatory Pre-Bid Meeting on this date: \_\_\_\_\_
- Confirms attendance at all three locations with initials: \_\_\_\_\_
- Representative's name that signed into Pre-Bid Meeting: \_\_\_\_\_

Bidder declares that the past history below is true and correct:

1. Has the Bidder's license been suspended in the past? Yes No

If Yes, please explain: \_\_\_\_\_

2. Has the Bidder had a contract terminated by Owner in the past? Yes No

If Yes, please explain: \_\_\_\_\_

Bidder to perform all of the Scope of Services described in the Request for Proposal and detailed in the Special Provisions for the total bid amount entered.

**BASE BID ITEM LIST:**

Item No.	Quantity (Approx)	Units	Item Description	Unit Price
1.	1	LS	Investigation, Design, and Permits at OSC & Library	
2.	1	LS	Installation and Testing at OSC-PW & OSC-PD Buildings	
3.	1	LS	Installation and Testing at Library Building	
<b>TOTAL BASE BID:</b>				

Note: The Bidder acknowledges that the Total Base Bid amount set forth above is for a complete project as represented by the Scope of Work regardless of itemization.

**ADDITIVE ALTERNATES BID ITEM LIST:**

Item No.	Quantity (Approx)	Units	Item Description	Unit Price
A1	1	LS	Add Installation and Testing at OSC-LPFD Buildings	
A2	1	LS	Add Design, Installation, and Testing at PPD Building	
A3	1	LF	Add Trenching of Existing Pavement and Underground Conduit Repair	

Refer to RFP Qualifications and Experience section and RFP Appendix A – Proposal Evaluation for Bid Items to be included in the basis for selection and ranking of Proposal.

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

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

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

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

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

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

## BID BOND FORM

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

We, the undersigned, \_\_\_\_\_ (“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,

**FIRE ALARM AND COMMUNICATION SYSTEM  
RETROFIT PROJECT  
AT MULTIPLE CITY BUILDINGS  
Project No. 23457**

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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## **CERTIFICATIONS 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 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 \_\_\_\_\_

## BIDDER'S CONTRACT EXPERIENCE

The Bidder shall list below three projects completed in California in the last seven (7) years of similar size and complexity that indicate the Bidder's experience as a General Contractor providing oversight of the complete installation of a new fire alarm system in existing building(s).

1.

Project		Amount
Owner / Agency		Contact / Reference
Telephone		Completion Date
Yes	No	Project had multiple buildings
Yes	No	Building(s) were occupied during construction
Yes	No	Project replaced the existing fire alarm system

2.

Project		Amount
Owner / Agency		Contact / Reference
Telephone		Completion Date
Yes	No	Project had multiple buildings
Yes	No	Building(s) were occupied during construction
Yes	No	Project replaced the existing fire alarm system

3.

Project		Amount
Owner / Agency		Contact / Reference
Telephone		Completion Date
Yes	No	Project had multiple buildings
Yes	No	Building(s) were occupied during construction
Yes	No	Project replaced the existing fire alarm system

Name of Bidder \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

## BIDDER'S FIRE ALARM SUBCONTRACTOR EXPERIENCE

The Bidder's Fire Alarm Subcontractor shall list below three projects completed in California in the last seven (7) years of similar size and complexity that indicate the Subcontractor's experience designing and installing a complete fire alarm system in multiple existing buildings.

Name of Bidder's Fire Alarm Subcontractor \_\_\_\_\_

Number of projects Fire Alarm Subcontractor has contracted with Bidder \_\_\_\_\_

Name of proposed fire alarm system / manufacturer \_\_\_\_\_

1.

Project	Amount
Owner / Agency	Contact / Reference
General Contractor	Completion Date
Yes   No	Project included a fire alarm system that covered multiple buildings
Yes   No	Project included subcontractor designing the fire alarm system

2.

Project	Amount
Owner / Agency	Contact / Reference
General Contractor	Completion Date
Yes   No	Project included a fire alarm system that covered multiple buildings
Yes   No	Project included subcontractor designing the fire alarm system

3.

Project	Amount
Owner / Agency	Contact / Reference
General Contractor	Completion Date
Yes   No	Project included a fire alarm system that covered multiple buildings
Yes   No	Project included subcontractor designing the fire alarm system

Name of Bidder \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



## **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 Design Personnel / Company \_\_\_\_\_

License / Certificaton Number \_\_\_\_\_

Address \_\_\_\_\_ Phone No. \_\_\_\_\_

Email / Website \_\_\_\_\_

Individual, Partnership or Corporation \_\_\_\_\_

Dollar Value of work to be Performed \_\_\_\_\_

2. Name of Fire Alarm Subcontractor \_\_\_\_\_

CSLB Number / Classification \_\_\_\_\_

Address \_\_\_\_\_ Phone No. \_\_\_\_\_

Individual, Partnership or Corporation \_\_\_\_\_

Dollar Value of work to be Performed \_\_\_\_\_

Work to be Performed \_\_\_\_\_

Labor Classification/s \_\_\_\_\_

DIR Registration # \_\_\_\_\_

3. Name of Subcontractor \_\_\_\_\_

CSLB Number / Classification \_\_\_\_\_

Address \_\_\_\_\_ Phone No. \_\_\_\_\_

Individual, Partnership or Corporation \_\_\_\_\_

Dollar Value of work to be Performed \_\_\_\_\_

Work to be Performed \_\_\_\_\_

Labor Classification/s \_\_\_\_\_

DIR Registration # \_\_\_\_\_

4. Name of Subcontractor \_\_\_\_\_

CSLB Number / Classification \_\_\_\_\_

Address \_\_\_\_\_ Phone No. \_\_\_\_\_

Individual, Partnership or Corporation \_\_\_\_\_

Dollar Value of work to be Performed \_\_\_\_\_

Work to be Performed \_\_\_\_\_

Labor Classification/s \_\_\_\_\_

DIR Registration # \_\_\_\_\_

Add additional pages as needed.

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## **ATTACHMENT 4 – CONTRACT**

CONTRACT

PERFORMANCE BOND

LABOR AND MATERIAL BOND

MAINTENANCE BOND

GENERAL PROVISIONS

# CONTRACT

## FIRE ALARM AND COMMUNICATION SYSTEM RETROFIT PROJECT AT MULTIPLE CITY BUILDINGS Project No. 23457

THIS CONTRACT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2025 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 **FIRE ALARM RETROFIT, PROJECT NO. 23457**.

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:

Replacement of the fire alarm and notification systems for multiple buildings located at the Operations Service Center, 3333 Busch Road, Pleasanton, California 94566 while occupied. The scope of work includes the design and installation of complete fire alarm systems and the addition of a communication system.

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. Bidding Documents entitled the **FIRE ALARM RETROFIT, PROJECT NO. 23457**, 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 lump sum set out in the Contractor's proposal to the City as set forth in Exhibit A of this agreement and incorporated herein.
  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) calendar 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



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## 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 **FIRE ALARM RETROFIT, PROJECT NO. 23457**, 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

Contract

Fire Alarm Retrofit Project CIP 23457

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 **FIRE ALARM RETROFIT, PROJECT NO. 23457**, 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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Bond No. \_\_\_\_\_

## CONTRACTOR'S BOND FOR ONE YEAR MAINTENANCE

### FIRE ALARM AND COMMUNICATION SYSTEM RETROFIT PROJECT AT MULTIPLE CITY BUILDINGS Project No. 23457

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 **FIRE ALARM RETROFIT, PROJECT NO. 23457**, 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 State of California Standard Specifications Division 1 General Provisions 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 opening of Bids, 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, the Bid Bond, the Certifications of Bidder including the past experience, financial responsibility, list of Subcontractors, and the Instructions to Bidders.

City: The City of Pleasanton.

City Standard Specifications and Details: Means the July 2024 edition, including all updates at the time of the bid opening date, of the City of Pleasanton Standard Specifications and 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 Performance Bond, the Labor and Material Bond, the Maintenance Bond, the City General Provisions, the Special Provisions, Project Plans, the City Standard Specifications and Details, the State Standard Specifications, all Addenda issued by the City and all Change Orders executed by the City.

Department: The City of Pleasanton Public Works.

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 and Technical Specifications specifically prepared for a particular project.

Special Provisions: Specifications specifically prepared for a particular project.

State Standard Specifications: Means the 2015 edition of the Standard Specifications and the Standard Plans of the State of California, Department of Transportation, including all updates at time of the bid opening date. 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 the following documents: 1) the Special Provisions and Project Plans, 2) the City Standard Specifications and Details, 3) the State of California Standard Specifications and Standard Plans including all updates at time of bid, and 4) City-approved shop drawings. 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 Subcontractors.

## 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 the State of California Standard Specifications Section 9 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 Contract

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.

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