

**PUBLIC WORKS DEPARTMENT, ENGINEERING DIVISION**

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

**VALLEY AVENUE SOUNDWALL REPAIR  
PROJECT NO. 18437**

**Bid Opening Date – July 9, 2025**

**11:30 a.m.**

To be used in conjunction with the City Standard Specifications and Details dated July 2024, the State Standard Specifications and Plans dated 2023 and all updates at the time of bid, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

**APPROVED**

Adam M. Nelkie, City Engineer

No. 78830

Expires: 9/30/2025



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# NOTICE TO BIDDERS

## Proposals Sought; Time for Receipt

Sealed Bid Proposals will be received by the City Clerk's Office of the City of Pleasanton, Civic Center, in-person at 123 Main Street (or by mail to P.O. Box 520), Pleasanton, CA 94566, until 11:30 a.m., **July 9, 2025**, for work as described in the Plans and Specifications entitled:

## **VALLEY AVENUE SOUNDWALL REPAIR PROJECT NO. 18437**

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

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

## Scope of Work and Project Location

In general, this work consists of repairs to existing soundwalls including placement of new tube steel in drilled piers; connection to existing precast concrete soundwall panels with expansion anchors in drilled holes; sidewalk removal and replacement; landscape removal; and placement of new wood cladding.

The project is located along Eastbound and Westbound Valley Avenue from west of Blackbird Drive to East of Greenwood Road.

The Engineer's cost estimate for the project is \$1,800,000.

## Copies of Plans and Specifications

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

[kroberts@cityofpleasantonca.gov](mailto:kroberts@cityofpleasantonca.gov) and [gparco@cityofpleasantonca.gov](mailto:gparco@cityofpleasantonca.gov)

## Bid Security and Contract Bonds

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

#### Bid Forms

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

City of Pleasanton's City Bids Website:

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

#### Bids Received After Deadline

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

#### Rejection of Bids

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

#### Contractor's License Classification

As provided in California Business & Professions Code Section 7028.15, the City has determined that at the time of bid, the Contractor shall possess a valid **Class A General Engineering Contractor or C-13 Fencing Contractor** license. The Contractor's failure to possess the specified license shall render the Bid as non-responsive and shall act to bar award of the contract to any Bidder not possessing said license at the time of bid, unless exempted by federal or state law.

#### Contractor's Department of Industrial Relations Registration

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

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

Substitution of Securities in Lieu of Retention

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

Prevailing Wage

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

Labor Nondiscrimination


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

Questions

Questions should be directed to the project engineer either in-person at 200 Old Bernal Avenue, Pleasanton, California, by mail at P.O. Box 520, Pleasanton, California 94566-0802, by phone at (925) 931-5676, or by email at [gparco@cityofpleasantonca.gov](mailto:gparco@cityofpleasantonca.gov). Questions will only be answered by reference to particular sections of these bid documents. If interpretation is deemed necessary, then the question shall be addressed in writing and a clarification shall be given to all prospective Bidders through addenda. To allow time for issuance of addenda, questions shall only be accepted prior to seven (7) calendar days before the bid opening date.

CITY OF PLEASANTON

Date: 5/23/25

By:   
Jocelyn Kwong, City Clerk

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# BID PROPOSAL

## ANNUAL SEWER COLLECTION SYSTEM IMPROVEMENTS PROJECT NO. 18437

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 **VALLEY AVENUE SOUNDWALL REPAIR, PROJECT NO. 18437**, City of Pleasanton, having examined the Plans and Specifications and related documents and the premises of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and supplies, declares that this proposal is made without collusion with any other person, firm or corporation and agrees to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Bid Proposal is a part.

Bidder shall agree to commence work under this Contract within fifteen (15) calendar days after the date of written "Notice to Proceed" and fully complete the project within **one hundred and sixty-five (165)** working days after start of work. 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 to perform all of the work described in the Contract Documents for the total bid amount entered.

| Item No.     | Quantity (Approximate) | Unit of Measure | Item Description                     | Unit Price | Total |
|--------------|------------------------|-----------------|--------------------------------------|------------|-------|
| 1            | 1                      | LS              | Mobilization                         |            |       |
| 2            | 1                      | LS              | Clear & Grub                         |            |       |
| 3            | 1                      | LS              | Traffic and Pedestrian Control       |            |       |
| 4            | 12,270                 | SF              | Remove and Replace Concrete Sidewalk |            |       |
| 5            | 1.066                  | EA              | Install HSS Post in Drilled Pier     |            |       |
| 6            | 6,396                  | LF              | 16" Diameter Drilled Pier            |            |       |
| 7 (F)        | 6,400                  | LB              | Miscellaneous Metal                  |            |       |
| 8            | 1,066                  | EA              | Install Redwood Cladding             |            |       |
| <b>TOTAL</b> |                        |                 |                                      | \$         |       |

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



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

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

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

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

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

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

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



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## BID BOND FORM

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

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

Contractor’s Bid        \$ \_\_\_\_\_  
10% Bid Bond        \$ \_\_\_\_\_

The above amount to be paid to the CITY OF PLEASANTON as follows: If Principal’s bid for the work required for the project, described below,

### VALLEY AVENUE SOUNDWALL REPAIR PROJECT NO. 18437

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

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

IN WITNESS WHEREOF, we hereunto set our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By:

\_\_\_\_\_  
Surety:

\_\_\_\_\_  
By:

(Notarization of Surety's signature required)

(corporate seal)

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## **CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS**

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

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

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

## BIDDER'S CONTRACT EXPERIENCE

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

1.

|           |                 |
|-----------|-----------------|
| Project   | Amount          |
| Owner     | Contact         |
| Telephone | Completion Date |

2.

|           |                 |
|-----------|-----------------|
| Project   | Amount          |
| Owner     | Contact         |
| Telephone | Completion Date |

3.

|           |                 |
|-----------|-----------------|
| Project   | Amount          |
| Owner     | Contact         |
| Telephone | Completion Date |

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

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

## BIDDER'S Labor Classifications

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

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



B. BIDDER'S FINANCIAL RESPONSIBILITY

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

1. Name of Bank \_\_\_\_\_  
Address \_\_\_\_\_
2. Name of Bank \_\_\_\_\_  
Address \_\_\_\_\_
3. Surety Company \_\_\_\_\_  
Address \_\_\_\_\_
4. Surety Company \_\_\_\_\_  
Address \_\_\_\_\_

C. LIST OF SUBCONTRACTORS

In conformance with Section 2.1 – 1.10 of the Caltrans Standard Specifications and § 4100 of California Public Contract Code, the Bidder shall provide the following information for each Subcontractor to whom the Bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total Bid Proposal OR \$10,000, whichever is greater.

1. Name of Subcontractor \_\_\_\_\_  
Contractor License Number \_\_\_\_\_  
Address \_\_\_\_\_ Phone No. \_\_\_\_\_  
Individual, Partnership or Corporation \_\_\_\_\_  
Dollar Value of work to be Performed \_\_\_\_\_  
Work to be Performed \_\_\_\_\_  
Labor Classification/s \_\_\_\_\_  
DIR Registration # \_\_\_\_\_  
CSLB# \_\_\_\_\_ Email \_\_\_\_\_

2. Name of Subcontractor \_\_\_\_\_

Contractor License Number \_\_\_\_\_

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

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

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

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

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

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

CSLB# \_\_\_\_\_ Email \_\_\_\_\_

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

Contractor License Number \_\_\_\_\_

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

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

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

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

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

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

CSLB# \_\_\_\_\_ Email \_\_\_\_\_

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

Contractor License Number \_\_\_\_\_

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

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

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

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

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

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

CSLB# \_\_\_\_\_ Email \_\_\_\_\_

5. Name of Subcontractor \_\_\_\_\_

Contractor License Number \_\_\_\_\_

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

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

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

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

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

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

CSLB# \_\_\_\_\_ Email \_\_\_\_\_

6. Name of Subcontractor \_\_\_\_\_

Contractor License Number \_\_\_\_\_

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

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

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

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

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

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

CSLB# \_\_\_\_\_ Email \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

# INSTRUCTIONS TO BIDDERS

## General

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

## Bid Proposal Form

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

## Delivery of Bid Proposal

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

## Opening of Bid Proposals

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

## Modifications and Alternative Proposals

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

### Contractor's Department of Industrial Relations Registration

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

### Discrepancies in Bid Proposals

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

### Bid Security

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

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

### Miscellaneous

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

# AWARD AND EXECUTION OF CONTRACT

## General

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

## Award of Contract

The City reserves the right to reject for any reason any or all Bid Proposals.

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

In accordance with the provisions of California Business & Professions Code Section 7028.5, the City has determined that at the time that a bid is submitted, the bidder shall possess a valid **Class A General Engineering Contractor or C-13 Fencing Contractor** license. Failure to possess the specified license shall render the bid as non-responsive and shall act to bar award of the Contract to any Bidder not possessing said license at the time of bid.

## Execution of Contract

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

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

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

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# CONTRACT

## VALLEY AVENUE SOUNDWALL REPAIR PROJECT NO. 18437

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by and between \_\_\_\_\_, ("Contractor"), whose address 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 **VALLEY AVENUE  
SOUNDWALL REPAIR, PROJECT NO. 18437**

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

1. Work to be Performed. In general, this work consists of repairs to existing soundwalls including placement of new tube steel in drilled piers; connection to existing precast concrete soundwall panels with expansion anchors in drilled holes; sidewalk removal and replacement; landscape removal; and placement of new wood cladding.

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

- A. Approved Plans and Specifications entitled **VALLEY AVENUE SOUNDWALL REPAIR, PROJECT NO. 18437**, and addenda thereto, if any.
  - B. Contract Change Orders approved by the City Engineer, done in accordance with the Standard Specifications.
  - C. The elements of the proposal submitted to the City by the Contractor, which the City has accepted.
2. Compensation. The City shall pay the Contractor for work actually performed at the unit prices set out in the Contractor's proposal to the City as set forth in Exhibit A of this agreement and incorporated herein. The quantities of work stated therein are estimates only; actual quantities will be measured for payment in accordance with the specifications.



3. Method of Payment.
  - A. Progress Payments. As of the twentieth day of each month, the Contractor may submit for review a request for progress payment, listing the amount and value of work actually performed during the preceding month, or part thereof. Upon the City Engineer's review and approval, including adjustments if any, City shall make a progress payment to the Contractor.
  - B. 5% Retention. Five percent (5%) of the amount due shall be retained by the City as retention. The City shall retain five percent (5%) of the contract amount for thirty-five (35) days after the Notice of Completion for the work is recorded. The Contractor may elect to receive 100 percent of payments due under the contract documents from time to time, without retention from any portion of the payment by the City, by depositing securities of equivalent value with the City in accordance with the provisions of Section 22300 of the California Public Contract Code. Such securities, if deposited by the Contractor, shall be valued by the City, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in Section 16430 of the California Government Code.
  - C. Time of Payment. Requests submitted promptly as of the 20th day of each month will be paid by the 10th day of the following month.
4. Incorporation of Contract Documents. This Contract expressly incorporates all terms and conditions contained in the Contract Documents. In the event there is any conflict between this Contract and the Contract Documents, this Contract shall control.
5. **Indemnification. Contractor shall indemnify, save and hold harmless from and defend the City, members of the City Council and their agents, servants and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or other detriment or liability arising from or out of acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Contract or any amendments thereto.**
6. Certification re: Workers' Compensation. In accordance with Section 1861 of the California Labor Code, each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in

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

7. Department of Industrial Relations: Pursuant to Labor Code section 1771.1, the Bidder and its Subcontractors must be registered and qualified to perform public work pursuant to section 1725.5 of the Labor Code, subject to limited legal exceptions.
8. Independent Contractor. The Contractor is an independent contractor retained by the City to perform the work described herein. All personnel employed by the Contractor, including subcontractors, and personnel of said subcontractors, are not and shall not be employees of the City.
9. Warranty Against Defects. The Contractor hereby warrants all work done under this contract against all defects in materials and workmanship for a period of 12 months following City's acceptance of said work. If any defects occur within said 12 months, the Contractor shall be solely responsible for the correction of those defects.

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

CONTRACTOR:

By: \_\_\_\_\_  
Its Authorized Agent

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

CITY OF PLEASANTON:

By: \_\_\_\_\_  
Gerry Beaudin, City Manager

ATTEST:

\_\_\_\_\_  
Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Daniel G. Sodergren, City Attorney

## CONTRACTOR'S BOND FOR FAITHFUL PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENTS:

Whereas, The City Council of the City of Pleasanton, State of California, and \_\_\_\_\_ (“Principal”) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated \_\_\_\_\_, 20\_\_, and identified as **VALLEY AVENUE SOUNDWALL REPAIR, PROJECT NO. 18437**, is hereby referred to and made a part hereof; and

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

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

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

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

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

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

Contractor

Surety

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Surety Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Surety's Phone No.

(attach acknowledgments)

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## 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 **VALLEY AVENUE SOUNDWALL REPAIR PROJECT NO. 18437**, 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**

### **VALLEY AVENUE SOUNDWALL REPAIR PROJECT NO. 18437**

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 **VALLEY AVENUE SOUNDWALL REPAIR, PROJECT NO. 18437**, and related facilities, then the above obligation shall be void; otherwise to remain in full force and effect.

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

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



Bond No. \_\_\_\_\_

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

Contractor

Surety

By:

By: \_\_\_\_\_

By:

By: \_\_\_\_\_

\_\_\_\_\_  
Date Signed

Surety Address:

\_\_\_\_\_

\_\_\_\_\_

Surety Phone No. (    ) \_\_\_\_\_

(attach acknowledgments)

## GENERAL PROVISIONS

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

### SECTION 1. DEFINITIONS AND TERMS

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

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

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

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

City: The City of Pleasanton.

City Standard Specifications and Standard Details: Means the July 2024 edition of the City's Standard Specifications and Standard Details.

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

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

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

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

Project Plans: Drawings specifically prepared for a particular project.

Special Provisions: Specifications specifically prepared for a particular project.

State Standard Specifications and Standard Plans: Means the 2023 edition of the Standard Specifications and Standard Plans of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office or officer shall be interpreted to refer to the City or its corresponding agency, office or officer acting under this contract.

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

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

## SECTION 2. SCOPE OF WORK

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

## SECTION 3. CONTROL OF WORK AND MATERIALS

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

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

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

## SECTION 4. LEGAL RELATIONS AND RESPONSIBILITY

### 4-01. Travel and Subsistence Payments:

- (a) As required by Section 1773.1 of the California Labor Code the Contractor shall pay travel and subsistence payments to each worker needed to execute the Work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.
- (b) To establish such travel and subsistence payments, the representative of any craft, classification, or type of worker needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within 10 days after their execution and thereafter shall establish such travel and subsistence payments whenever filed 30 days prior to the call for bids.

### 4-02. State Wage Determination:

- (a) As required by Sections 1770 et seq., of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the City's Engineering Counter, which copies shall be made available to any interested party on request. The Contractor shall post a copy of such determination at each job site.
- (b) As provided in Section 1775 of the California Labor Code, the Contractor shall, as a penalty to the City, forfeit \$50.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the City Engineer for such work or craft in which such worker is employed for any public work done under the contract by it or by any subcontractor under it.

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

- (a) As required under the provisions of Section 1776 of the California Labor Code, each Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.
- (b) The payroll records enumerated in Paragraph 4-03(a), herein, shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
  - 1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
  - 2. A certified copy of all payroll records enumerated in Paragraph 4-03(a), herein, shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
  - 3. A certified copy of all payroll records enumerated in Paragraph 4-03(a), herein, shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to subparagraph 4-03(b2), herein, the requesting party shall pay the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of the Contractor.
- (c) Each Contractor shall file a certified copy of the records, enumerated in Paragraph 4-03(a) with the entity that requested the records within 10 days after receipt of a written request.
- (d) Any copy of records made available for inspection and copies furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of

the Contractor awarded the contract or performing the contract shall not be marked or obliterated.

- (e) The Contractor shall inform the body awarding the contract of the location of the records enumerated under Paragraph 4-03(a) including the street address, city and county, and shall, within five (5) working days, provide a notice of change of location and address.
- (f) In the event of noncompliance with the requirements of this Article, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Article. Should noncompliance still be evident after the 10-day period, the Contractor shall, as a penalty to the state or political subdivision on whose behalf the Contract is made or awarded, forfeit \$25.00 dollars for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with these Paragraphs 4-03(a) through 4-03(f) lies with the Contractor.
- (g) In conformance with State Bill 854 all contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) as of projects awarded on or after April 1, 2015 unless exempted by federal or state law.

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

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

4-06. Workers' Compensation:

- (a) In accordance with the provisions of Section 1860 of the California Labor Code, the Contractor's attention is directed to the requirement that in accordance with the provisions of Section 3700 of the California Labor Code, every contractor will be required to secure the payment of compensation of his or her employees.
- (b) In accordance with the provisions of Section 1861 of the California Labor Code, each Contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

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

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

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

(a) Minimum Scope of Insurance

Coverage shall be at least as broad as:

- 1. Insurance Services Office form number CG 00 01 (ED. 1/96) covering Commercial General Liability and name the City as additional insured.
- 2. Insurance Services Office form number CA 00 01 (Ed. 12/93) covering Automobile Liability, Code 1 "any auto."

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

(b) Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$2,000,000 per accident.

(c) Deductibles and Self-Insured Retentions

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

(d) Other Insurance Provisions

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

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



- b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. The specific coverage obligations set forth in this Section 4-07 are minimums only, and the Contractor shall have the obligation to provide the minimum coverages stated in these Specifications or such greater or broader coverage, if available in the Contractor's policies.
- d. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- e. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

(e) Acceptability of Insurers

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

(f) Verification of Coverage

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

substituted. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require insurance policies, at any time.

(g) Subcontractors

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

4-09. Department of Industrial Relations: **This Contract** will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations, pursuant to Labor Code section 1771.4 Attention is directed to Section 1725.5 of the California Labor Code. To insure compliance and complete understanding of the law regarding contractor registration the Contractor (and subcontractors) should, where some question exists, contact the Department of Industrial Relations prior to submission of bid. Responsibility for compliance with this Section lies with the Contractor and 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 Section 9 of the Standard Specifications and the following modification, all of which are applicable to this Contract:

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

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

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

6-02. Substitution of Securities in Lieu of Retention: Pursuant to Section 22300 of the Public Contract Code, the Contractor may substitute securities for any money held by the City to insure performance of the contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City or federally-chartered banks as an escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to written agreement in accordance with the provisions of Section 22300. The City shall not certify that the contract has been completed until at least 35 days after

filing by the City of a Notice of Completion. Securities shall be limited to those listed in Section 16430 of the California Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon by the Contractor and the City.

## SECTION 7. DISPUTE RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) A chronology of relevant events;

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

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

(4) Summary of issues and damages.

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

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

(C) *Submission Deadlines.*

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

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

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

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

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

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

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

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

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

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

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

(D) *Submission to Mediation.* If the Claim or any portion remains in dispute following the meet and confer conference, within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in dispute, the disputed portion(s) will be submitted for mediation, as set forth below.

7-05. Mediation and Government Code Claims.

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

(B) *Government Code Claims.*

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

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

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

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

7-08. Damages. The Contractor bears the burden of proving entitlement to and the amount of any claimed damages. The Contractor is not entitled to damages calculated on a total cost basis, but must prove actual damages. The Contractor is not entitled to recovery of any alleged home office overhead. The Eichleay Formula or similar formula may not be used for any recovery under the Contract. The Contractor is not entitled to consequential damages, including home office overhead or any form of overhead not directly incurred at the Worksite; lost profits; loss of productivity; lost opportunity to



work on other projects; diminished bonding capacity; increased cost of financing for the Project; extended capital costs; non-availability of labor, material or equipment due to delays; or any other indirect loss arising from the Contract.

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

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

# **ATTENTION BIDDERS:**

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

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

## ***CITY STANDARD SPECIFICATIONS AND DETAILS (Approved July 2024)***

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

**Call (925) 931-5651 to request a copy of the**  
*City Standard Specifications and Details.*

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

## **SPECIAL PROVISIONS**

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

All work shall be constructed in accordance with the City of Pleasanton Standard Specifications and Details dated July 2024, and as augmented by these Special Provisions. The Sections noted are those in the Standard Specifications except for the new Section(s) added. Where conflict exists between these documents and existing conditions, request clarification from the Project Engineer.

## SECTION 1. GENERAL

### 1-08 Site Protection

*Add:*

Streets shall be swept by a power sweeper at a minimum of once per week, unless otherwise specified by the Engineer. All sidewalks shall be swept clean daily.

*Add:*

The Contractor shall provide temporary support of existing soundwall panels prior to the start of work at each panel location. The support system shall remain in place until completion of work at each location which includes construction of piers and connection of new posts to existing soundwall panels and when concrete piers have obtained a minimum compressive strength of 2500 psi.

Work, including required submittals, shall be in accordance with Section 48-3, "Temporary Supports," of the State Specifications. The contractor shall be responsible for restoring any areas disturbed by temporary support installation or removal.

### 1-09 Dust Control

*Replace the third paragraph with the following:*

Recycled water shall be used for dust control operations. Refer to Special Provision 1-35 for availability and requirements for using recycled water.

### 1-12 Storage

*Add:*

The contractor may have conditional use of Valley Avenue pullouts for construction staging and material storage by requesting "No Parking" signs from the City.

The contractor will be responsible to maintain pedestrian access on the sidewalk within the public right-of-way. The contractor will be responsible to replace any damaged sidewalk and curb and gutter. A temporary 6' construction fence with screening shall be installed around each material storage area. The contractor shall install and maintain all necessary general housekeeping and stormwater Best Management Practices (BMPS) and take extra precaution to prevent any dust from leaving the material storage area. In the event that the City has to notify the contractor more than three times of being a "good neighbor" (i.e. dust, noise, trash, etc.) the contractor will lose use of the materials storage areas, and will be responsible at their cost to procure a new construction staging area site and relocate to the new site. The area shall be restored to existing condition which will include removal of all materials.

## 1-15 Easements, Right of Way, and Right of Entry

*Add:*

All work shall be performed from City's Right of Way, which shall be assumed to be the street side of soundwall at all locations.

The Contractor shall not enter or occupy any property on the private side of the soundwall without first obtaining a right of entry agreement with the property owner.

## 1-16 Lines and Grades and Construction Staking

*Replace with the following:*

The Contractor shall be responsible for establishing all lines and grades for the project as shown and indicated in the Contract Documents, including all construction staking. The Contractor shall be responsible for the accuracy of all construction staking.

All work shall be done in accordance with the lines, grades and elevations shown on the Plans. Staking and marking shall be provided in accordance with Section 5-1.26, "Construction Surveys," of the State Standard Specifications. Stakes and marks shall be carefully preserved by the Contractor.

The Plans have been developed using City GIS data, including utility information and aerial imagery. The Contractor shall follow the process below to validate the horizontal and vertical alignment along the pipeline alignments.

1. Call in Underground Service Alert to identify existing utilities.
2. Review Plans, mark out proposed pier locations and develop pothole plan. Submit pothole plan and schedule to City.
3. Excavate potholes to verify utility and its horizontal and vertical location.
4. Using the pothole data, verify pier locations defined in the Plans and submit proposed modifications to the City for approval. Allow 10 working days for City review and approval.

## 1-20 Permits and Licenses

*Replace the section entirely as follows:*

Contractor shall be responsible for obtaining and paying for all necessary permits, including all required City permits. The Contractor and all subcontractors shall also be required to obtain City of Pleasanton Business Licenses. Prior to the start of any work for this project, the contractor shall apply for and obtain a "no fee" encroachment permit from the City of Pleasanton's Department Engineering, at 200 Old Bernal, Pleasanton, CA.

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

### 1-33 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 unit 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 for the various items of work shall not apply.

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

**Furnishing all labor, supervision, materials, tools, equipment, and incidentals for the following work shall be considered as included in the various bid items involving sanitary sewer work including but not limited to pipe replacement and installation, manholes, structures, demolition, alteration, reconstruction abandonment and restoration, and no additional compensation will be made therefore:**

1. All property coordination and notification to residents, businesses, public transit officials, emergency service officials and other affected entities; protection of existing facilities and improvements; pre-construction documentation, reporting and preservation; all permit acquisitions.
2. Planning, designing, engineering, preparation of submittals, furnishing, installing, and constructing and removing and disposing of all temporary sheeting, shoring, and bracing of excavations as required but not limited to the provisions of any permits, in accordance with the requirements of OSHA, the Construction Safety Orders of the State of California, and pursuant to the provisions of Sections 6700 through 6708 of the California Labor Code.
3. Any necessary potholing and excavation to locate existing utilities potentially affected by the excavation, and horizontal directional drilling work.
4. Preparation of submittals and resubmittals, maintaining and preparing record drawings.
5. Construction and project signage; dust control; street sweeping; restoring existing roadways, sidewalks, and fields to pre-construction conditions.

### **Pay Item No. 1: Mobilization**

The contract lump sum (LS) price paid for Mobilization shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals and for doing all work involved in Mobilization preparatory work and operations, including but not limited to: those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site; acquiring and securing construction staging area and laydown yard, and installation and removal of temporary 6' perimeter fence with green screen compliant with BMPs; USA notification and removal of USA markings; surveying and staking; gravity pipe alignment and profile verification; general housekeeping at the end of each day; as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

### **Pay Item No. 2: Clear and Grub**

The contract lump sum (LS) price paid for Clear and Grub shall include full compensation for excavation, removal and disposal of material required to complete the work and protection of existing improvements to remain.

### **Pay Item No. 3: Traffic and Pedestrian Control**

The contract lump sum (LS) price paid for Traffic and Pedestrian Control shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals and for doing all work involved in developing and implementing Traffic and Pedestrian Control Plans, complete in place, including but not limited to: preparing the traffic control plans and pedestrian access plans for City approval, coordinating with and providing construction notifications to City and other agencies; haul plan; implementation of the Traffic Control Plan including furnishing and placing barricades, warning devices, signage, flaggers, and other traffic control elements to control pedestrian, bicycle, and vehicle traffic around and through construction areas as may be required by the Contract Documents and the encroachment permits under which the work is being performed, maintaining access to businesses and residences, and public amenities at all times during construction. Work shall also include establishing and maintaining pedestrian detours throughout construction and measures to ensure business driveway access is maintained open at all times during construction. Traffic Control Plans are required for work affecting public roads and pedestrian access ways.

### **Pay Item No. 4: Remove and Replace Sidewalk**

The contract unit price paid per square foot (SF) of Sidewalk shall include all work involved in the removal and replacement of the sidewalk to nearest scoreline per CSDs 101, 102, or 103, complete in place, including saw cutting, aggregate base, forms, reinforcement, adhesive, dowels, Portland cement concrete, asphalt concrete, scoring, water-testing, final finish work, and curing of concrete surface improvements.



#### **Pay Item No. 5: Install HSS Post in Drilled Pier**

The contract unit price paid each (EA) installed HSS Post shall include full compensation for all work involved in providing material, drilling holes for bolts and anchors, capping, galvanizing and installing the post in drilled piers. Work also includes temporary support bracing of existing soundwall panels prior to and for the full duration of work at each panel and restoration of any areas disturbed by temporary support installation or removal.

#### **Pay Item No. 6: Install HSS Post in Drilled Pier**

The contract unit price paid per linear foot (LF) of drilled pier shall include full compensation for all work involved in drilling piers, disposing of spoils, cleaning of holes, and pouring concrete at each pier location.

#### **Pay Item No. 7: Miscellaneous Metal**

The contract unit price paid per pound (LB) of miscellaneous metal shall include full compensation for all work involved furnishing and installing bolts and expansion anchors as shown on the contract plans. This is a Final Pay Item as defined in Section 1-1.07, "Definitions" of the State Standard Specifications.

#### **Pay Item No. 8: Install Redwood Cladding**

The contract unit price paid per each (EA) location of installed redwood cladding shall include full compensation for all work involved in furnishing and installing redwood timber cladding as shown on the contract plans including all blocking and fasteners.

*Add new section as follows:*

#### **1-35 Recycled Water**

The City of Pleasanton requires the use of recycled water for all applicable construction activities including but not limited to: dust control, milling machines, construction water trucks, water buffalo and street sweeping.

Recycled water is available within the City of Pleasanton and accessed through a recycled water fire hydrant and available in the Ken Mercer Sports park. The Contractor shall complete and submit the City of Pleasanton Water Meter Activity Form, which includes the Terms and Conditions for Commercial Recycled Water Use, and copy of recycled water use train certificate if Contractor has not already obtained one.

## **SECTION 2. TRAFFIC CONTROL**

### 2-01A Public Convenience and Safety

*Add:*

Upon completion of each day's work, the contractor shall be responsible for leaving the work area free of hazards and shall provide all necessary temporary signs, warning devices, plating of trenches and barricades at no additional cost to the city. Access is to be provided for all adjacent businesses at all times including non-construction hours. Maintain access for pedestrian and disabled persons at all times including non-construction hours.

Contractor shall allow access to driveways and parking lots at all times, unless previously coordinated with facility owner.

### 2-01B Construction Area Traffic Control Devices

*Add:*

Construction signs shall not block sidewalks or bike lanes wherever feasible.

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

Should it be necessary to use City forces to maintain the traffic control devices, the contractor will be billed at the overtime rate for two (2) technicians and a vehicle, with a minimum of two (2) hours per incident/call.

### 2-01C Haul Routes

*Replace with:*

Haul routes to access the location of work are included in the Project Plans.

### 2-01D Traffic Control Plan

*Add:*

For work in City streets, the Contractor shall provide a detailed site-specific traffic control plan including pedestrian, bicyclist, and disabled person's accessibility plan for review and comment by the City Traffic Engineer. No work shall commence until the traffic control plans have been reviewed and commented by the City Traffic Engineer.

The time frame for city review and comment on the Traffic Control Plan shall be 14 calendar days for each Plan submitted.

## 2-01E Traffic Control Restrictions

*Add:*

The City reserves the right to adjust the traffic control including lane closure hours and the number of traffic lanes closed.

When school is in session as defined by the Pleasanton Unified School District calendar, one traffic lane may be closed within Valley Avenue from 9 a.m. to 2 p.m. No lane closure is permitted outside of these hours.

When school is not in session as defined by the Pleasanton Unified School District, one traffic lane may be closed within Valley Avenue from 8 a.m. to 5 p.m. No lane closure is permitted outside of these hours.

School calendars can be accessed at <https://www.pleasantonusd.net/>

One sidewalk shall be available for pedestrians at all times. Pedestrian routing requiring crossing of Valley Avenue shall occur at the nearest crosswalk.

## **SECTION 3. CLEARING AND GRUBBING**

### 3-03B Extent of Work

*Replace with:*

Existing landscaping shall be removed to the minimum extent possible to access the work. All removed materials shall be properly disposed of in accordance with Section 17-2.03D, "Disposal of Materials," of the State Specifications.

## **SECTION 15. CONCRETE IMPROVEMENTS**

### 15-02A Portland Cement Concrete

*Replace 2<sup>nd</sup> paragraph with:*

Concrete shall meet the requirements as included on Sheet S-1 of the Contract Plans and section 15-02A of the City Standard Specifications.

Concrete removal shall be to the nearest score line per section 15-03B of the City Standard Specifications.

## **SECTION 19. IRRIGATION**

### 19-01D Damage to Property

*Add:*

Repairs and Restoration of Irrigation System and Components: Prior to the start of construction the Contractor shall coordinate with Public Works Department/Parks Division staff to verify the condition of the existing irrigation system. The Contractor shall repair or replace to match or better irrigation systems and components that are damaged during construction or by Contractor activities. Work in repairing irrigation systems and components shall be in accordance with the City Standard Specifications and as required for existing irrigation systems. 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.

Contractor shall submit a list of irrigation system materials and components for City review and approval prior to procuring these materials and components. Submittals shall meet the requirements of the City Standard Specifications and these Special Provisions.

Contractor shall request that the City test the irrigation system as specified in the City Standard Specifications. Planting or laying sod shall not commence until the irrigation system has been tested successfully.

## **SECTION 23. MISCELLANEOUS**

### 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. This letter is required for distribution a minimum of 48 hours before the start of construction. The contractor is required to submit a draft letter to the City for review and approval prior to the start of any work. 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 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)

*Add:*

23-01J Structural Steel

Structural steel shall conform to the requirements of Section 55, “Steel Structures” of the State Standard Specifications and the requirements as included on Sheet S-1 of the Contract Plans.

23-01J Wood Construction

Furnish and install all carpentry work as shown and specified, including but not limited to, the following:

1. Wood cladding

All lumber and wood shall conform to the following standards:

1. All lumber and wood shall be pressure treated redwood, species *Sequoia sempervirens*
2. Except as noted, other limiting provisions shall be in accordance with "Standard Grading Rules for West Coast Lumber".
3. Written certificates stating quality, type, grade, and origin of all materials shall be delivered to the Owner’s Representative before the material is used on the site. Specific certification of the moisture content for all lumber after preservative treatment will be required to be delivered to the Owner’s Representative before the material is used on site.
4. All woodwork shall be clearly stamped with the grade required. Grade markings for exposed wood shall be placed on a concealed surface.

Lumber delivered to the site shall be carefully piled off the ground in such a manner as to insure proper drainage, ventilation, and protection from the weather.

- A. Redwood: Redwood shall be free of knots and shall conform to the grades certified by California Redwood Association in accordance with the following:
  1. Construction Heart: N/A.
  2. Merchantable: Cladding components.

- B. Hardware: All nails and miscellaneous fittings shall be hot dipped, galvanized steel, unless noted otherwise (stainless steel and aluminum alloy acceptable). Finishing nails shall be used on all visible nailings unless noted otherwise. Bolts shall be hot dipped galvanized.

Contractor shall be responsible for all necessary field measurements at the construction site after locations, orientations, and elevations have been established by City. All carpentry work shall be accurately fitted, vertical work shall be accurately fitted, vertical members installed plumb and evenly spaced, and end cuts made clean and square. All cladding shall be installed

Contractor's Letterhead)

## **REQUIRED GOOD NEIGHBOR LETTER (48 HRS Notice)**

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

RE: **VALLEY AVENUE SOUNDWALL REPAIR PROJECT**

CIP No.18437

Dear Resident:

Please be advised that construction activity will be taking place at the \_\_\_\_\_ for the Annual Sewer Collection System Improvements 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 8am to 5pm.

During this time period you may have limited access to your driveway while work occurs in front of your business. Sidewalk will be closed where new sewer laterals are placed. Pedestrian access to all businesses will be maintained during this period.

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

*Add new sections as follows:*

#### 23-01J Potholing

Potholing locations at all utility crossings (shown in drawings, USA markings), pipe connections, etc. shall be as directed by the field Engineer in order to ascertain horizontal and vertical locations of existing underground facilities that may impact final placement of proposed facilities. During potholing operations, measurements shall be taken and recorded by the contractor in order to ascertain the dimensions, shape, material, and any special features of the existing underground facilities including the outer diameter. The potholing locations shall include but not limited to utility crossings and vaults, and all storm drain pipeline and drainage inlets crossings.

Potholing operations shall only be started after the Underground Service Alert has been contacted and all of the utilities have been marked in the field. Traffic control shall be approved by the traffic engineer and shall be properly installed and maintained throughout the duration of the potholing operations.

All potholes shall be backfilled and capped with cutback.

The contractor shall be held responsible for damages to existing improvements, above ground or underground, shown or not shown on the plans, both private and public, due to contractor's operation. It is understood that the Contractor shall repair and/or replace any such damaged improvements according to the requirements of the Engineer at no additional cost to the City.