

**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

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

**Annual Curb & Gutter for Street Resurfacing Project
Project No. 24509**

Bid Opening Date – January 24, 2024

2:00 p.m.

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

APPROVED



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



TABLE OF CONTENTS

	<u>PAGE NO.</u>
NOTICE TO BIDDERS	1
BID PROPOSAL.....	5
BID BOND FORM	10
CERTIFICATION OF BIDDER'S	11
EXPERIENCE AND QUALIFICATIONS.....	11
BIDDER'S CONTRACT EXPERIENCE	12
BIDDER'S Labor Classifications	13
INSTRUCTIONS TO BIDDERS.....	17
AWARD AND EXECUTION OF CONTRACT	19
CONTRACT	20
CONTRACTOR'S BOND FOR FAITHFUL PERFORMANCE	25
LABOR AND MATERIAL BOND.....	27
CONTRACTOR'S BOND FOR ONE YEAR MAINTENANCE.....	29
GENERAL PROVISIONS.....	31
SECTION 1. DEFINITIONS AND TERMS.....	31
SECTION 2. SCOPE OF WORK.....	32
SECTION 3. CONTROL OF WORK AND MATERIALS.....	32
SECTION 4. LEGAL RELATIONS AND RESPONSIBILITY	33
SECTION 5. PROSECUTION AND PROGRESS	39
SECTION 6. MEASUREMENT AND PAYMENT	39
SECTION 7. DISPUTE RESOLUTION.....	41
SPECIAL PROVISIONS	48
SECTION 1. GENERAL.....	48
SECTION 2. TRAFFIC CONTROL	49
SECTION 3. CLEARING AND GRUBBING.....	50
SECTION 7. AGGREGATE BASE.....	51
SECTION 8. ASPHALT CONCRETE, LIQUID ASPHALT AND ASPHALTIC EMULSION.....	51
SECTION 15. CONCRETE SURFACE IMPROVEMENTS.....	51
SECTION 16. STREET NAME AND TRAFFIC SIGNS	58
SECTION 23. MISCELLANEOUS	58
REQUIRED GOOD NEIGHBOR LETTER (48 HRS Notice).....	59
EXHIBIT A: Property Entry Agreement.....	60

NOTICE TO BIDDERS

Proposals Sought; Time for Receipt

Sealed Bid Proposals will be received by the City Clerk's Office of the City of Pleasanton, Civic Center, in-person at 123 Main Street (or by mail to P.O. Box 520), Pleasanton, CA 94566, until 2:00 p.m., **January 24, 2024**, for work as described in the Plans and Specifications entitled:

Annual Curb & Gutter for Street Resurfacing Project Project No. 24509

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

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

Scope of Work and Project Location

The project replaces concrete in preparation for the City's annual resurfacing program and will consist of, but is not limited to, 41 pedestrian ramps, 11 pedestrian refuge/passageway islands, approximately 9,700 square feet of sidewalk and driveways, approximately 1,400 linear feet of curb and gutter, 90 linear feet of valley gutter, installation of 2 glue-down ADA domes, and grinding the curb lip flush as well as associated work.

Additionally, the work will consist of but is not limited to, all work associated with the removal and replacement of valley gutter including excavation of existing roadway, traffic control, and roadway restoration, complete in-place, in conformance with the plans and specifications, and all within the city of Pleasanton.

The Engineer's cost estimate for the project is \$870,000.

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 requires all parties interested in this bid opportunity to email the City and request to be added to the plan holder list. Any addenda will be sent electronically to those on the plan holder list prior to the bid opening date. To request plans or to be added to the plan holder list, please email:

kroberts@cityofpleasantonca.gov and nguyen@cityofpleasantonca.gov.

Bid Security and Contract Bonds

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

Bid Forms

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

City of Pleasanton's City Bids Website:

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

Bids Received After Deadline

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

Rejection of Bids

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

Contractor's License Classification

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

Contractor's Department of Industrial Relations Registration

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

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

Substitution of Securities in Lieu of Retention

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

Prevailing Wage

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

Labor Nondiscrimination

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

Questions

Questions should be directed to the project engineer either in-person at 200 Old Bernal Avenue, Pleasanton, California, by mail at P.O. Box 520, Pleasanton, California 94566-0802, by phone at (925) 931-5662, or by email at snguyen@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: January 3, 2024

By: Jocelyn Kwong
Jocelyn Kwong, City Clerk

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BID PROPOSAL

Annual Curb & Gutter for Street Resurfacing Project Project No. 24509

DATE: _____

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

Ladies and Gentlemen:

The Bidder, in compliance with the invitation for bids for the **ANNUAL CURB & GUTTER FOR STREET RESURFACING PROJECT, PROJECT NO. 24509**, 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 **70** working days after start of work. Bidder shall pay as liquidated damages in the sum of **\$1,500.00** per calendar day should the successful Bidder fail to complete the work within this time limit unless the successful Bidder is granted a time extension.

Bidder acknowledges receipt of the following addendum:

<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.

Bid Items on next page.

Item No.	Quantity (Approximate)	Unit of Measure	Item Description	Unit Price	Total
1.	19	EA	Remove and Replace (R/R) Case “ ” (all cases) ADA Ramp		
2.	11	EA	Remove and Replace (R/R) Case “ ” (all cases) Oversize (OS) ADA Ramp		
3.	5	EA	Remove and Replace (R/R) Cases “ ” (all cases) with Blended Transition ADA Ramp		
4.	6	EA	Remove and Replace (R/R) Cases “ ” (all cases) with Blended Transition ADA Ramp with Island		
5.	1	LS	Modify (3) existing Refuge/Passageway Islands at Hopyard/Stoneridge Intersection		
6.	1	LS	Modify (1) existing Refuge/Passageway Island at Hopyard/Inglewood Intersection		
7.	1	LS	Modify (1) existing Refuge/Passageway Island at Hopyard/W. Las Positas Intersection		
8.	1	LS	Modify (2) existing Refuge/Passageway Islands at Hopyard/Parkside Intersection		
9.	1	LS	Modify (2) existing Refuge/Passageway Islands at Hopyard/Valley Intersection		
10.	1,400	LF	Remove and Replace Curb and Gutter (C/G) Regardless of Type		
11.	8,052	SF	Remove and Replace (R/R) Sidewalk		
12.	565	SF	Remove and Replace (R/R) Driveway Type “C”		
13.	1	EA	Grind Lip and Install ADA Domes		
14.	2	EA	Install ADA Domes		
15.	1	LS	Valley Avenue and Via Del Los Milagros Valley Gutter Improvements per drawing A3-1		
16.	1	LS	Traffic Control		
TOTAL				\$	

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

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

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

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

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

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

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

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

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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,

ANNUAL CURB & GUTTER FOR STREET RESURFACING PROJECT PROJECT NO. 24509

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)

CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS

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

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

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

BIDDER'S CONTRACT EXPERIENCE

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

1.

_____	_____
Project	Amount
_____	_____
Owner	Contact
_____	_____
Telephone	Completion Date

2.

_____	_____
Project	Amount
_____	_____
Owner	Contact
_____	_____
Telephone	Completion Date

3.

_____	_____
Project	Amount
_____	_____
Owner	Contact
_____	_____
Telephone	Completion Date

Name of Bidder _____

Signed this _____ day of _____, 20_____.

BIDDER'S Labor Classifications

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

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

B. BIDDER'S FINANCIAL RESPONSIBILITY

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

1. Name of Bank _____
Address _____
2. Name of Bank _____
Address _____
3. Surety Company _____
Address _____
4. Surety Company _____
Address _____

C. LIST OF SUBCONTRACTORS

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

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

2. Name of Subcontractor _____

Contractor License Number _____

Address _____ Phone No. _____

Individual, Partnership or Corporation _____

Dollar Value of work to be Performed _____

Work to be Performed _____

Labor Classification/s _____

DIR Registration # _____

CSLB# _____ Email _____

3. Name of Subcontractor _____

Contractor License Number _____

Address _____ Phone No. _____

Individual, Partnership or Corporation _____

Dollar Value of work to be Performed _____

Work to be Performed _____

Labor Classification/s _____

DIR Registration # _____

CSLB# _____ Email _____

4. Name of Subcontractor _____

Contractor License Number _____

Address _____ Phone No. _____

Individual, Partnership or Corporation _____

Dollar Value of work to be Performed _____

Work to be Performed _____

Labor Classification/s _____

DIR Registration # _____

CSLB# _____ Email _____

5. Name of Subcontractor _____

Contractor License Number _____

Address _____ Phone No. _____

Individual, Partnership or Corporation _____

Dollar Value of work to be Performed _____

Work to be Performed _____

Labor Classification/s _____

DIR Registration # _____

CSLB# _____ Email _____

6. Name of Subcontractor _____

Contractor License Number _____

Address _____ Phone No. _____

Individual, Partnership or Corporation _____

Dollar Value of work to be Performed _____

Work to be Performed _____

Labor Classification/s _____

DIR Registration # _____

CSLB# _____ Email _____

Signature of Bidder: _____

INSTRUCTIONS TO BIDDERS

General

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

Plan Holder List

The City requires all Bidders to be on the project's plan holder list prior to submitting the Bid Proposal. Please see Notice to Bidders for instructions on how to request to be added to the plan holder list.

Bid Proposal Form

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

Delivery of Bid Proposal

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

Opening of Bid Proposals

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

Modifications and Alternative Proposals

Each Bidder represents that his or her Bid Proposal is based upon the materials and equipment described in the Contract Documents. Unauthorized conditions, limitations or provisions attached to a Bid Proposal will render it non-responsive and may cause its rejection. The completed Bid Proposal forms shall be without interlineations, alterations or erasures. Alternative Bid Proposals will not be considered unless written request has been submitted to the Engineer for approval at least seven (7) calendar days prior to the

date for receipt of Bids. The request shall include the name of substitute material or equipment drawings, cut sheets, performance and test dates and any other data or information necessary for complete evaluation. If the Engineer approves any proposed substitution, such approval shall be set forth in an Addendum. Oral, telegraphic, or telephonic Bid Proposals or modifications will not be considered.

Contractor's Department of Industrial Relations Registration

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

Discrepancies in Bid Proposals

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

Bid Security

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

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

Miscellaneous

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

AWARD AND EXECUTION OF CONTRACT

General

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

Award of Contract

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

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

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

Execution of Contract

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

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

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

CONTRACT

ANNUAL CURB & GUTTER FOR STREET RESURFACING PROJECT PROJECT NO. 24509

THIS CONTRACT is made and entered into this _____ day of _____, 20__
by and between _____, ("Contractor"), whose address is _____
_____, and telephone number is _____
and the CITY OF PLEASANTON, a municipal corporation ("City").

WITNESSETH:

WHEREAS, the City has awarded to the Contractor a contract for **ANNUAL CURB & GUTTER FOR STREET RESURFACING PROJECT, PROJECT NO. 24509,**

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

1. Work to be Performed. The work will generally consist of:

The project replaces concrete in preparation for the City's annual resurfacing program and will consist of, but is not limited to, 41 pedestrian ramps, 11 pedestrian refuge/passageway islands, approximately 9,700 square feet of sidewalk and driveways, approximately 1,400 linear feet of curb and gutter, 90 linear feet of valley gutter, installation of 2 glue-down ADA domes, and grinding the curb lip flush as well as associated work.

Additionally, the work will consist of but is not limited to, all work associated with the removal and replacement of valley gutter including excavation of existing roadway, traffic control, and roadway restoration, complete in-place, in conformance with the plans and specifications, and all within the city of Pleasanton.

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

- A. Approved Plans and Specifications entitled the **ANNUAL CURB & GUTTER FOR STREET RESURFACING PROJECT, PROJECT NO. 24509,** 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, Pleasanton's Unified School District, 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.
10. Counterparts and Electronic Signatures. This contract may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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

CONTRACTOR:

By: _____
Its Authorized Agent

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

CITY OF PLEASANTON:

By: _____
Gerry Beaudin, City Manager

ATTEST:

Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney

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CONTRACTOR'S BOND FOR FAITHFUL PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENTS:

Whereas, The City Council of the City of Pleasanton, State of California, and _____ (“Principal”) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20__, and identified as **ANNUAL CURB & GUTTER FOR STREET RESURFACING PROJECT, PROJECT NO. 24509**, is hereby referred to and made a part hereof; and

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

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

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

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

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

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

Contractor

Surety

By: _____

By: _____

By: _____

By: _____

Date Signed: _____

Surety Address

Surety's Phone No.

(attach acknowledgments)

LABOR AND MATERIAL BOND

Whereas, the City Council of the City of Pleasanton, State of California, and _____ (“Principal”) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, dated _____, 20____, and identified as **ANNUAL CURB & GUTTER FOR STREET RESURFACING PROJECT, PROJECT NO. 24509**, is hereby referred to and made a part hereof; and

Whereas, Under the terms of the agreement, Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Pleasanton to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

Now, therefore, Principal and the undersigned as corporate surety, are held firmly bound unto the City of Pleasanton and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of _____ dollars (\$ _____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney’s fees, incurred by City of Pleasanton in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

In witness whereof, this instrument has been duly executed by Principal and surety above named, on _____, 20____.

Principal

Surety

By: _____

By: _____

(Signature of Principal and Surety must be notarized)

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CONTRACTOR'S BOND FOR ONE YEAR MAINTENANCE
ANNUAL CURB & GUTTER FOR STREET RESURFACING PROJECT
PROJECT NO. 24509

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 **ANNUAL CURB & GUTTER FOR STREET RESURFACING PROJECT, PROJECT NO. 24509** and related facilities, then the above obligation shall be void; otherwise to remain in full force and effect.

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

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

Bond No. _____

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

Contractor

Surety

By:

By: _____

By:

By: _____

Date Signed

Surety Address:

Surety Phone No. () _____

(attach acknowledgments)

GENERAL PROVISIONS

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

SECTION 1. DEFINITIONS AND TERMS

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

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

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

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

City: The City of Pleasanton.

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

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

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

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

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

Project Plans: Drawings specifically prepared for a particular project.

Special Provisions: Specifications specifically prepared for a particular project.

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

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

Work: Material, equipment and labor to be provided to City by 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.
- f. The Contractor's insurance shall include Pleasanton Unified School District as Additional Insured.

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 November 2016)

is a separate document that is
available at the City of Pleasanton
Engineering Division,
Civic Center

200 Old Bernal Avenue (physical
location) or

P.O. Box 520 (mailing address)
for a non-refundable cost of \$20.

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

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

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SPECIAL PROVISIONS

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

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

SECTION 1. GENERAL

1-06 Protection of Existing Utilities and Property

Add:

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

1-16 Lines and Grades and Construction Staking

Replace: 'In the case of City projects, the City will provide the staking and marking' with 'The Contractor shall provide the staking and markings.'

1-18 Working Hours

Work on Dorman Road in front of Donlon Elementary School shall be completed when school is not in session or on Saturdays. Contractor shall review Pleasanton Unified School District academic calendar for dates when school is not in session.

See traffic control restrictions for additional potential impacts to working hours.

1-20 Permits and Licenses

The contractor shall notify Pleasanton Unified School District's (PUSD) 7 days prior to starting work on Dorman Road. Contact Arley Hill, Coordinator of Maintenance, at 4665 Bernal Ave., Pleasanton, CA 94566, (925) 426-5500. The contractor shall also notify Principal of Donlon Elementary School, Janet Gates at (925) 426-4220.

Some work on 4150 Dorman Road (PUSD) and on 5050 Hopyard Road requires Right-of-Entry. The City has entered a "Property Entry Agreement" with the property owners (see Exhibit "A").

SECTION 2. TRAFFIC CONTROL

2-01D Traffic Control Plan

Add:

The contractor shall provide the Engineer with traffic control plans (TCP) and Pedestrian Access Plan on Hopyard Road and on Valley Avenue.

2-01E Traffic Control Restrictions

Add:

Any work within a school zones (750 feet of a school) that impacts the vehicular and pedestrian travel lanes and sidewalk/ramps shall only be allowed while school is in session (between the bell schedule on the Pleasanton Unified School District's website at <https://www.pleasantonusd.net/>) or between 9:00 am to 2:00 pm whichever is more restrictive. Modifications of restrictions shall be subject to review by the Engineer on a case-by-case basis. If the school is not in session (spring break, summer break, holidays, weekends, etc.) lane restrictions are allowed between 8:00 am to 5:00 pm. See Section 1-18 for additional details.

Driveway/Private Road access shall be maintained at all times maintaining a 10-foot wide vehicle access. The contractor shall provide a plan showing how they plan to keep the access open per Engineer's request and the plan may include but not limited to the use of plating, high early strength concrete and/or performing the work phased.

Concrete at driveways shall be protected for a minimum of three days before vehicular traffic can be restored unless the use of high early strength concrete is utilized, and concrete reaches a minimum 2,500 PSI compressive strength. Residential driveways upon confirmation from property owner (confirmation shall be submitted to City) may be closed for three days if street parking is available in front of the residence.

Commercial/business driveways shall utilize high early-strength concrete to reopen within 3 days.

2-02 Pedestrian Access Plan

The contractor is to provide a pedestrian/ADA access plan for various construction phases. The site-specific pedestrian circulation plans are typically requested at high pedestrian accumulation areas such as near schools, businesses, etc., at the discretion of the Engineer. No demolition work for pedestrian access is to be initiated until a pedestrian access plan is approved and all detour measures are in place and operational.

The Contractor shall pay special attention to pedestrian access at work within the school area. Contractor shall schedule work for only one ramp to be under construction at any time in an intersection when school is in session to allow safe pedestrian travel, unless approved otherwise by Engineer.

A minimum of 11-foot-wide travel lanes in all directions shall be maintained at all times during construction.

The contractor shall always maintain pedestrian/ADA path on Hopyard Road at all times. Work on multiple ADA ramps and/or refuge islands at the same time that will restrict pedestrians' path will not be allowed.

ADA curb ramp and refuge/passageway island on Hopyard Road are restricted as follows:

-Hopyard Road & Gibraltar intersection: Two curb ramps either on west side or on east side of Hopyard Road are allowed for replacement and completion at the same time.

-Hopyard Road & Clorox Way: Two curb ramps are allowed for replacement and completion at the same time.

-Hopyard Road & Stoneridge Drive intersection: Only one intersection corner is allowed for replacement and completion of curb ramp and passage island prior to commencement the work on other corners.

-Hopyard Road & Inglewood Drive intersection: Work on this intersection is restricted to 1) Two curb ramps on the south side of Hopyard Road are allowed for work at the same time, 2) Only one intersection corner, either northwest or northwest of intersection corner, is allowed for replacement of curb ramp and completion prior to commencement the work on other corners.

-Hopyard Road & Arthur/North Valley Trail intersection: Work on this intersection is restricted to one curb ramp for replacement and completion prior to commencement of the work on other corners.

-Hopyard Road & Parkside/South Valley Trail intersection: Work on this intersection is restricted to one curb ramp or passage island for replacement and completion prior to commencement of the work on other corners.

-Hopyard Road & Valley Avenue intersection: Work on this intersection is restricted to one Passage Island for replacement and completion prior to commencement of the work on other corners.

2-05 Payment

Add:

Payment for traffic control for this project shall also include Pedestrian Access Plans.

SECTION 3. CLEARING AND GRUBBING

3-04 Measurement

Revise:

Clearing and grubbing shall not be a measured item of work.

3-05 Payment

Revise:

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

SECTION 7. AGGREGATE BASE

7-05 Payment

Payment for aggregate base material used for this project shall be considered included in the various contract items of work and no separate payment shall be allowed.

SECTION 8. ASPHALT CONCRETE, LIQUID ASPHALT AND ASPHALTIC EMULSION

8-04 Measurement

Asphalt concrete, liquid asphalt and asphaltic emulsion shall not be a measured item with regards to the removal and replacement of curb, gutter, sidewalk, center median curb, raised island (pork-chop island), driveway and access ramp construction including the 1-foot curb cut or conform as shown on the plans. Asphalt concrete, liquid asphalt and asphaltic emulsion associated with work with lump sum work shall not be a measured item.

SECTION 15. CONCRETE SURFACE IMPROVEMENTS

15-02E Reinforcement and Dowels

Add:

Where more than 2 flags of sidewalk are removed, installing #4 rebar 16-inches on center, is required.

15-03 Construction

15-03B Saw cutting Existing Concrete

Replace section.

Where a portion of existing concrete surface improvements is to be removed and replaced, the section to be removed shall be sawcut with an approved concrete saw to a minimum depth of 2 inches. For sidewalks and driveways, the limit of the saw cut shall be at a minimum the first score line beyond the limits of the areas to be replaced. For ADA access ramps the limit of area to be replaced shall be extended to the first score line beyond the limits of area to replace unless it falls within 6 inches of the existing score line in which the saw cut may be made at top of new ramp wing. If existing groove lines at top of existing ramps are not included in areas of removal the limit shall be moved to

include groove lines. For curb and gutter, the limit of the sawcut shall be per the marked location in the field verified by contractor and approved project inspector.

Add:

15-03K Stamps and Markings

All curb through-drains, sewer lateral stamps (“s”), water valve markings (“w” & “rw”), address markings and colored curb markings destroyed or removed during the removal or replacement of curb shall be replaced in kind regardless if identified on the plans.

15-03L Sequence of Work

Concrete shall be placed and completed within four (4) working days from the day demolition work begins at each location unless otherwise directed by the Engineer. All sidewalk and ADA ramps shall be re-opened to the public prior to any Holiday weekends. All work within school zones shall be completed without more than 24 hours between operations unless approved by Engineer.

15-03M Special Instructions/Considerations

The project plans only show schematic drawings of the proposed access ramps. The plans may also show an access ramp centerline being adjusted to fit the current situation with an approximate adjustment value. Not all of the existing utility boxes are shown on the plans, however, it is anticipated that these utility boxes shown or not shown may need adjustment to fit the proposed ramp.

The project plans show the approximant location of curb and gutter removal limits. Actual limits shall be marked in the field and verified by contractor prior to saw cutting,

Some of the ramps that are located at the intersection of sloping streets (typically anything greater than 5%) will generally require enlargement of the side areas of the ramp or extension of the ramp “wing” to ensure meeting ADA and City Standards. This longer wing requirement typically happens only on one side of the ramp, however, it can occasionally also happen on both sides of the ramp, depending on the actual terrain and location of the ramp. At these locations, the final grades will be confirmed and/or provided by the engineer during construction and shall be considered by the contractor when submitting their bids. The City shall limit the wing length on each side of the ramp to a maximum of 15 feet, plus the additional length to the nearest control/score joint. The enlargement or extension of ramp wings (to the above-mentioned limit) typically only happens at sloped streets and shall be considered part of the limit of work for the ramp; no separate payment shall be allowed.

ADA ramps that are to be removed shall include the removal of existing groove marks and shall be considered part of the limits of work for the ramp; no separate payment shall be allowed.

At some locations, ADA ramps and/or passageway island replacement on Hopyard Road involve the removal and resetting existing brick paver on cross walk. The Contractor shall remove and salvage these brick pavers for resetting upon the completion of ADA ramps replacement. Limited brick pavers are available at the City’s Operation Service Center for resetting if needed. The limit of pavers removal and resetting varies from 1

foot to 3 foot from the ADA curb ramp and/or passageway island to provide a smooth conform at a cross slope not greater than 4%.

Where existing traffic and/or street light poles are within the new concrete improvement, concrete shall be poured to the bottom of the existing base of the traffic signal and/or streetlight with an expansion joint around existing pole foundation. Non-Shrink grout shall be placed between traffic and/or streetlight base plate and new concrete pad and/or existing traffic/lighting footing. No separate payment shall be allowed.

The contractor is made aware that the existing concrete curb and gutter or concrete valley gutter proposed for removal and replacement generally have water ponding issues. It is therefore important that the contractor, prior to the removal of the concrete as called out on the plans, complete the field verification by using a leveling instrument of their choice, that there shall be a positive flow achieved with the proposed removal and replacement of the existing concrete curb and gutter and/or the concrete valley gutter. Any discrepancies between the field verification and the proposed work as identified on the plans shall be brought to the attention of the Engineer. The objective is to remove the low points and high points that cause water ponding; however, it is also necessary and important to make sure that ponding is not just transferred or shifted to an adjacent area. The only final product meeting this positive flow verification requirement shall be considered for payment.

It is understood that field conditions may necessitate that the curb reveal height or curb face is adjusted between 4 and 10 inches per the direction of the Engineer. It is also understood that the type or class of access ramp may be changed or revised in the field as deemed appropriate by the Engineer.

At some locations, the existing ADA ramp may already conform to the latest ADA requirement pertaining to slopes and minimum widths, etc., except for missing truncated domes and presence of the concrete lip. At such location(s) shown on the plans and/or as field directed by the Engineer, the contractor shall install surface-applied truncated domes per the manufacturer's recommendation and grind the concrete lip flush with the flowline as approved by the Engineer.

Where the existing curb ramp will be replaced with "Blended Transition Ramp With Island", the existing curb return radius will be widened to 43.5 feet measured from new face of curb. The widening of curb return radius resulted in additional removal and installation of concrete sidewalk/ramp. The contractor shall saw cut and tie to existing sidewalk at these locations as shown on the Project Plans.

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

Where existing asphalt concrete roadway or driveway is to be removed in conjunction with the construction of pedestrian ramp/passageway, curb/valley gutter, and driveway, the asphalt concrete surfacing outline for the AC saw cut shall be measured 12 inches from and along the lip of gutter or as shown on the project plans and shall be saw cut to a minimum depth of 3 inches and maximum depth of 6 inches with a power driven saw before removing the asphalt concrete surface. These areas shall be excavated to a minimum depth of 6 inches and replaced with full depth hot mix asphalt (HMA).

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

Locations identified on plans for tree root inspection by City Arborist shall be coordinated through the project inspector a minimum of 48 hours prior to the concrete removal and shall be included in the 3 weeks look ahead schedule. All the concrete shall be removed from the area and tree roots larger than 2 inches that is requested to be removed or grinded shall be marked with paint. The City will attempt to review the removed sections daily. However, the City will guarantee the areas will be inspected within 48 hours after receiving notification in writing the area is ready for inspection. The contractor shall maintain the area per their approved pedestrian traffic control plan and may require temporary ramping and grading to allow pedestrian traffic through the removed area if alternative routing is not available. Locations in which tree removal (by City) is required due to the required root removal a minimum of two weeks may be required.

15-04 Measurement

Add:

Remove and Replace (R/R) Curb and Gutter (C/G) Regardless of type shall be measured on basis of linear feet including driveway.

Remove and Replace (R/R) Sidewalk (S/W) and/or Driveway (D/W) shall be measured on the basis of square feet.

Remove and Replace (R/R) Case ____ (regardless of case) ADA Ramp shall be measured as complete unit in place per each location.

Remove and Replace (R/R) Case ____ (regardless of case) Oversize (OS) ADA Ramp shall be measured as complete unit in place per each location.

Remove and Replace (R/R) Case ____ (regardless of case) with Blended Transition ADA Ramp shall be measured as complete unit in place per each location.

Remove and Replace (R/R) Case ____ (regardless of case) with Blended Transition ADA Ramp with island shall be measured per each location. At these locations, some quantities shown on the plan are estimated surface improvements associated with curb ramp replacement and provided for information purposes only.

Modification of the existing pedestrian Refuge/Passageway Island on Hopyard Road shall be measured as lump sum basic **per** intersection as shown on the project plans. The number of refuge/passageway islands modification at each intersection varies from 1 to 4 each.

Grind Lip and Install ADA Domes regardless of width on existing access ramps shall be measured as a complete unit per each location.

Installation of ADA Domes regardless of width shall be measured as a complete unit per each location.

Pouring new concrete to the bottom of the existing base of the traffic signal and/or streetlight, grout and expansion joint; shall not be considered a bid item and no separate payment shall be allowed.

All work as detailed out on Valley Avenue and Via Del Los Milagros per drawing A3-1 shall be measured as lump sum.

All work and delays associated with the Tree Root Inspection by City Arborist including maintaining the area after removal before placement shall NOT be a measured item.

Installing #4 rebars shall not be a measured item.

Curb through drains shall NOT be a measured item. All curb through drains may not be shown on plans.

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

Coordination work with property owners, utility companies, clearing and grubbing of hedges, lawns and decorative stones including tying in on existing irrigation system, modifying existing irrigation system, installing new irrigation system and the installation of a new lawn, landscape or new concrete surfacing shall NOT be a measured item.

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

Painting of the new curb face or to match existing shall NOT be a measured item.

Saw cutting of concrete and asphalt concrete for the construction of curb and gutter, driveway and access ramps shall NOT be a measured item.

All work associated with verifying and checking for positive drainage flow for curb and gutter construction is NOT a measured item of work and payment shall be considered as included in the various contract items of work requiring such removal and replacement and no separate payment shall be allowed.

Asphalt concrete (AC/HMA) used in conjunction with the construction of curb and gutter, driveway, access ramps shall NOT be a measured item.

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

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

At locations where the concrete/decorative materials between the back of curb and sidewalk are required to be removed for the installation of the access ramps, these areas are to be considered as included in the access ramp construction and shall not be measured.

Access ramp construction with 15-foot wings plus the concrete to the nearest score joint(s) shall be measured as a complete unit and shall be considered part of the access ramp construction. Additional concrete sidewalk removed as directed by the Engineer that is beyond the score joint(s) mentioned above shall be measured as part of sidewalk construction.

15-05 Payment

Add:

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in the construction of , refuge island, center median island nosing, sidewalk, driveway, curb and gutter, valley gutter, bulb out, ADA ramp regardless of the type or class of ramp being constructed, including but not limited to the removal and disposal of hedges, lawns and decorative rocks, tying in on existing irrigation systems, adjusting existing irrigation system, installing new irrigation system, and the installation of new lawn, landscape and new concrete surfacing, asphalt pavement, resetting pavers, rebars, coordinating with fronting property owners, curb re-painting if needed, shifting the centerline of the new ramp, adjusting and coordinating the relocation of utility boxes, replacement of utility boxes if damaged during removal, re-setting of street poles and signs, re-setting of pedestrian barricades, measurement of area for proper drainage, potential enlargement at some locations of the side areas or “wing” of an access ramp construction to the nearest concrete joint/score line, etc., shall all be considered included in the various contract items of work and no additional compensation shall be allowed therefore.

The contract price for Remove and Replace (R/R) Case “ “ (all case) ADA Ramp shall include full compensation for all Work shown on project plans and these Special Provisions including but not limited to installation of fronting curb and gutter, pavement conform with HMA of standard 1 foot slot cut or as shown on the plans, the ADA domes (regardless of width), the retaining curb(s) at the back or at the sides, restoration, adjust utility box to grade, moving signs and the potential enlargement of the side areas up to the nearest control joints and all other associated work.

The contract price for Remove and Replace (R/R) Case “ “ (all case) with Oversize (OS) ADA Ramp shall include full compensation for all Work shown on project plans and these Special Provisions including but not limited to installation of fronting curb and gutter, pavement conform with HMA of standard 1 foot slot cut or as shown on the plans, the ADA domes (regardless of width), removal and resetting brick pavers, the retaining

curb(s) at the back or at the sides, restoration, adjust utility box to grade, moving signs and the potential enlargement of the side areas up to the nearest control joints and all other associated work.

The contract price for Remove and Replace (R/R) Case “ “ (all case) with Blended Transition ADA Ramp shall include full compensation for all Work shown on project plans and these Special Provisions including but not limited to It shall include the front curb and gutter, pavement conform with HMA (1 foot slot- cut or as shown on the plans), removal and resetting brick pavers, the ADA domes (regardless of width), the retaining curb(s) at the back, restoration, adjust utility box to grade, moving signs and the potential enlargement of the side areas up to the nearest control joints and all other associated work.

The contract price for Remove and Replace (R/R) Case “ “ (all case) with Blended Transition ADA Ramp with Island shall include full compensation for all Work shown on project plans and these Special Provisions including but not limited to installation of front curb and gutter, pavement conform with HMA (1 foot slot- cut or as shown on the plans), the ADA domes (regardless of width), the retaining curb(s) at the back, island curb with cobble paving and red painting on island curb face, widening of existing curb return radius, restoration, adjust utility box to grade, moving signs, and the potential enlargement of the side areas up to the nearest control joints and all other associated work.

The contract price for Modify of existing pedestrian refuge/passageway island(s) per intersection shall include full compensation for all Work shown on project plans and these Special Provisions including but not limited to the replacement of existing passageway, curb and gutter, retaining curb, pavement conform with HMA (1 foot slot-cut or as shown on the plans), removal and resetting brick pavers, the ADA domes (regardless of width), restoration, adjust utility box to grade, and all other associated work.

The contract price for Valley Gutter improvement at Valley Avenue and Via Del Los Milagros shall include full compensation for all Work shown on project plans and these Special Provisions including but not limited to the replacement of existing valley gutter, HMA pavement conform, dowels, and all other associated work.

Pouring new concrete to the bottom of the existing base of the traffic signal and/or streetlight with expansion joint around pole foundation; shall be considered in sidewalk, ramp, or related passageway island bid item and no separate payment shall be allowed.

All existing utilities that are damaged during construction shall be completely restored to the satisfaction of the City Engineer, all at contractor's sole expense.

SECTION 16. STREET NAME AND TRAFFIC SIGNS

16-04 Measurement

Replace with:

The relocation of existing street name signs and/or traffic signs with poles that are in conflict with the construction of any concrete work including supplying new posts if needed and adding additional signs, shall not be a measured item.

16-05 Payment

Replace with:

For locations requiring the relocation of existing street name signs and traffic signs that is in conflict with the work, including supplying new post if needed and signs, the pole(s) shall be relocated as directed by the Engineer and payment shall be considered included in the various items of work requiring such relocation and no separate payment shall be allowed.

SECTION 23. MISCELLANEOUS

23-01 E Good Neighbor Letter and/or Door Knocker

Attached and made part of these special provisions is a sample of a “Good Neighbor Letter,” informing the public of upcoming construction activity. The letters are required, a minimum of 48 hours before work and within a 250-foot radius of the upcoming work locations. The contractor is required to submit the draft letters to the City for review and approval prior to the start of any work. The Contractor shall also confirm in writing and with detail that letters have been sent by indicating on a map the location of distribution with addresses of mail destinations, accompanied by a copy of the typical letters sent.

Similarly, a door knocker can also be used in addition to a good neighbor letter at the discretion of the Engineer. A door knocker shall be distributed a minimum of 48 hours in advance of an upcoming work and shall be distributed within 250 feet on either side of a work location. The contractor is required to submit a draft of the door knocker to the City for review and approval prior to their distribution and start of any work.

These letters and door knockers are required and are in addition to the “No Parking” signs required under section “2-01 E Traffic Control Restrictions.” The letters and door knockers are to be distributed to all entities, businesses and residents that are directly impacted when access to their property may be impeded, and may also include other areas affected which is not restricted to the project’s limit of work.

(SAMPLE LETTER ON FOLLOWING PAGE)

REQUIRED GOOD NEIGHBOR LETTER (48 HRS Notice)

Date: ___/___/___

Contractor Name
Street Address
City, State, Zip code

RE: Annual Curb and Gutter, CIP 24509

Dear Resident:

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

During this time period, you may have limited or no vehicle access to your driveway while work occurs in front of your home or residence. Pedestrian access to all properties will be maintained during this period.

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

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

Sincerely,

Contractor Name

EXHIBIT A: Property Entry Agreement

PROPERTY ENTRY AGREEMENT
ONTO PREMISES KNOWN AS
Donlon Elementary, 4150 Dorman Road, Pleasanton, CA 94588

This Property Entry Agreement (the "Agreement") is made and entered into by and between the CITY OF PLEASANTON, a municipal corporation (the "City"), and Pleasanton Unified School District (the "Owner"). City and Owner may be collectively referred to herein as the "parties."

RECITALS

- A. The Owner is the owner of the real property located in the City of Pleasanton, generally known as Donlon Elementary at 4150 Dorman Road, Pleasanton, CA 94588 and more particularly shown on Exhibit A, attached and incorporated by this reference (the "Premises").
- B. The City has requested permission from the Owner to enter the Premises for the purposes identified in this Agreement, in return for the City's agreement to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

- 1. PERMISSION TO ENTER. The Owner grants permission to the City (including its officers, employees, and agents) to enter the premises within the area shown as Temporary Construction Easement on Exhibit A for the purpose of constructing sidewalk and driveway improvements.
- 2. TERM. The term of this Agreement shall commence upon full execution of this Agreement by the parties, and shall terminate on construction of the sidewalk and driveway per City project plans approved by the City Engineer.
- 3. INDEMNIFICATION. The City shall indemnify, hold harmless, and defend the Owner from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) resulting or arising from the City's negligent performance under this Agreement.
- 4. NOTICES. All notices required or contemplated by this Agreement shall be in writing and shall be personally delivered or mailed to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below.

TO: City

Attn: Adam Nelkie, City Engineer
City of Pleasanton
200 Old Bernal Ave.
Pleasanton, CA 94546

To: Owner

Attn: Ahmad Sheikholeslami
Pleasanton Unified School District
4665 Bernal Ave.
Pleasanton, CA 94566

5. SEVERABILITY. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.
6. GOVERNING LAW, JURISDICTION, AND VENUE. The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.
7. ATTORNEY'S FEES. In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
8. OBLIGATIONS RUN WITH THE LAND. This Agreement, and any portion thereof, shall run with the land. Prior to any transfer of ownership of the Premises, the Owner shall provide written notice to the City regarding the identity of the proposed new property owner, and the Owner shall provide written notice to the proposed new property owner regarding the terms of this Agreement.
9. MODIFICATIONS. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
10. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the work described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.
11. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Owner and the City.

This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart

CITY OF PLEASANTON – PROPERTY ENTRY AGREEMENT
Donlon Elementary, 4150 Dorman Road, Pleasanton, CA 94588

so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the City and Owner do hereby agree to the full performance of the terms set forth herein.

CITY OF PLEASANTON

OWNER

Pleasanton Unified School District

Gerry Beaudin, City Manager

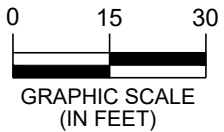
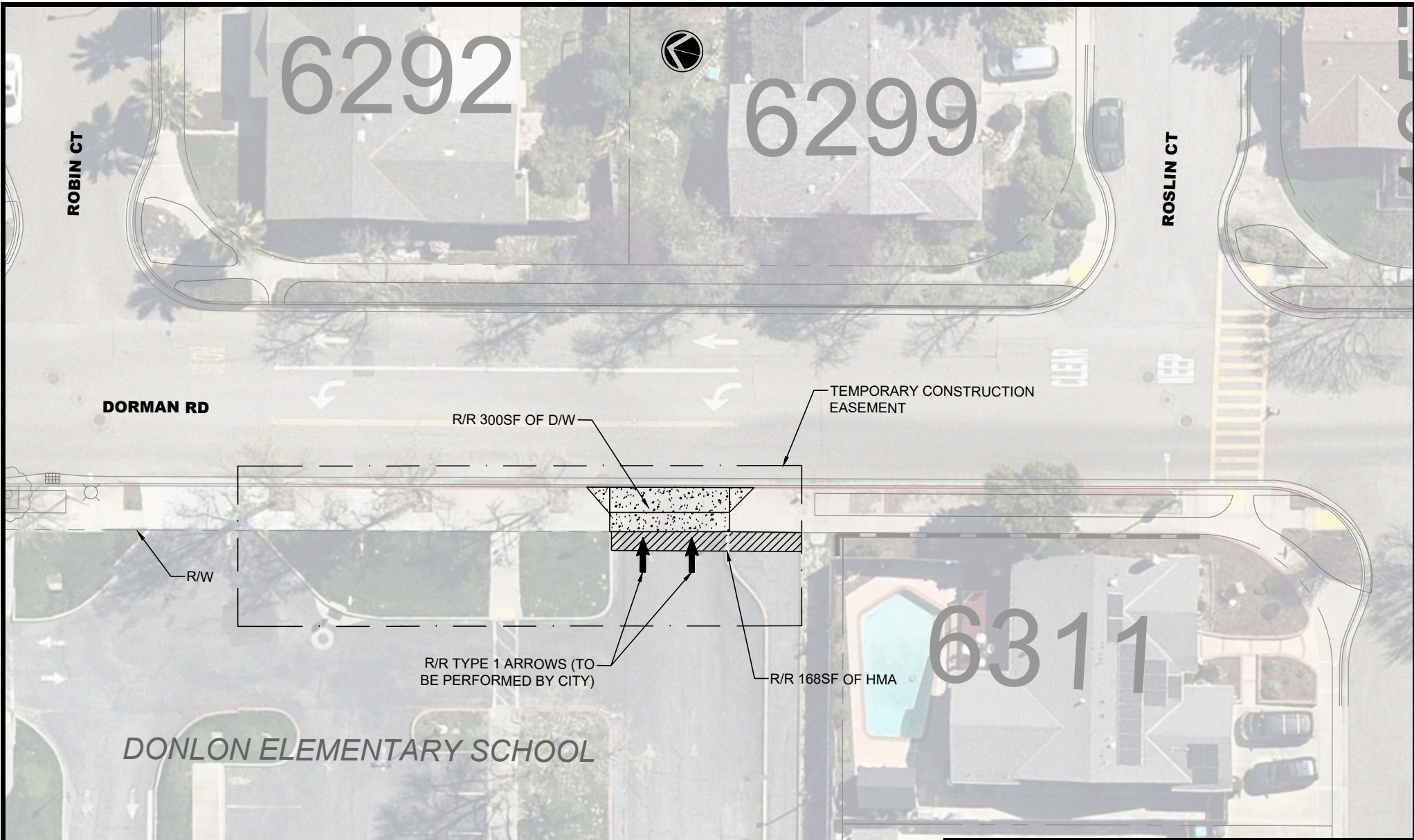
By: Ahmad Sheikholeslami
Title: Assistant Superintendent
of business Services

Attest:

Jocelyn Kwong, City Clerk

Approved as to Form:

Daniel G. Sodergren, City Attorney



**ANNUAL CURB AND GUTTER FOR STREET
RESURFACING PROJECTS, CIP-24509**

**EXHIBIT A: TEMPORARY CONSTRUCTION
EASEMENT AT DONLON ELEMENTARY**



CITY OF PLEASANTON
Department of Public Works

PROPERTY ENTRY AGREEMENT
ONTO PREMISES KNOWN AS
Hacienda MD LLC, 5050 Hopyard Road, Pleasanton, CA 94588

This Property Entry Agreement (the "Agreement") is made and entered into by and between the CITY OF PLEASANTON, a municipal corporation (the "City"), and Hacienda MD LLC (the "Owner"). City and Owner may be collectively referred to herein as the "parties."

RECITALS

A. The Owner is the owner of the real property located in the City of Pleasanton, generally known as Hacienda MD LLC at 5050 Hopyard Road, Pleasanton, CA 94588 and more particularly shown on Exhibit A, attached and incorporated by this reference (the "Premises").

B. The City has requested permission from the Owner to enter the Premises for the purposes identified in this Agreement, in return for the City's agreement to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. PERMISSION TO ENTER. The Owner grants permission to the City (including its officers, employees, and agents) to enter the premises within the area shown as Temporary Construction Easement on Exhibit A for the purpose of constructing ADA ramps, installation of ADA domes, curb and gutter and sidewalk improvements.

2. TERM. The term of this Agreement shall commence upon full execution of this Agreement by the parties, and shall terminate on construction of the sidewalk and driveway per City project plans approved by the City Engineer.

3. INDEMNIFICATION. The City shall indemnify, hold harmless, and defend the Owner from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) resulting or arising from the City's negligent performance under this Agreement.

4. NOTICES. All notices required or contemplated by this Agreement shall be in writing and shall be personally delivered or mailed to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below.

TO: City

Attn: Adam Nelkie, City Engineer
City of Pleasanton
200 Old Bernal Ave.
Pleasanton, CA 94546

To: Owner

Attn:
Hacienda MD LLC
5050 Hopyard Road
Pleasanton, CA 94588

5. SEVERABILITY. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

6. GOVERNING LAW, JURISDICTION, AND VENUE. The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

7. ATTORNEY'S FEES. In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

8. OBLIGATIONS RUN WITH THE LAND. This Agreement, and any portion thereof, shall run with the land. Prior to any transfer of ownership of the Premises, the Owner shall provide written notice to the City regarding the identity of the proposed new property owner, and the Owner shall provide written notice to the proposed new property owner regarding the terms of this Agreement.

9. MODIFICATIONS. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

10. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the work described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

11. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Owner and the City.

12. REIMBURSEMENTS: The owner shall reimburse the City for improvements within the private property as outlined in Exhibit A.

This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act

CITY OF PLEASANTON – PROPERTY ENTRY AGREEMENT
Hacienda MD LLC, Hopyard Road, Pleasanton, CA 94588

of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the City and Owner do hereby agree to the full performance of the terms set forth herein.

CITY OF PLEASANTON

OWNER
Hacienda MD LLC

Gerry Beaudin, City Manager

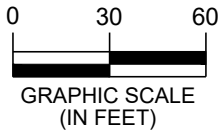
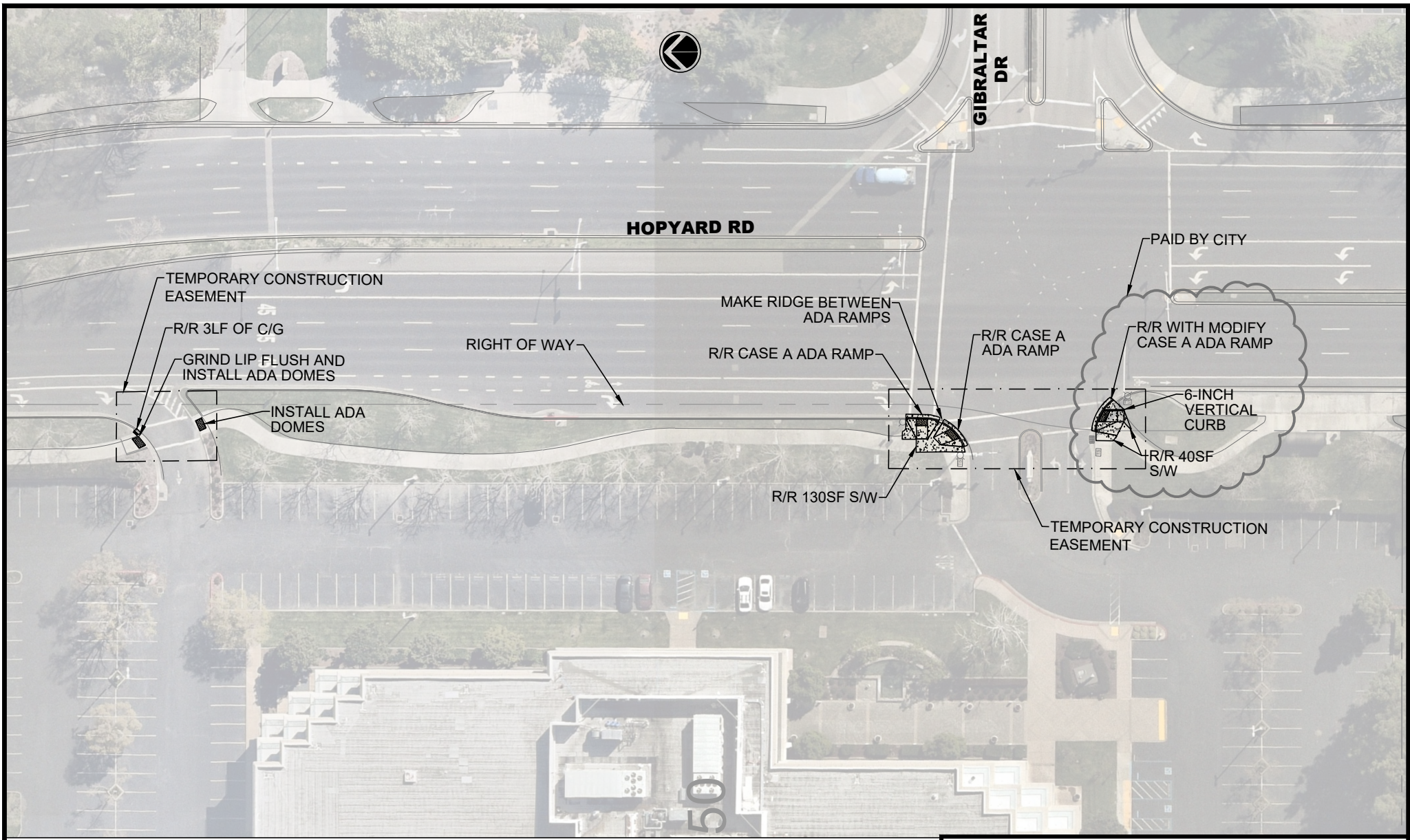
By:
Title:

Attest:

Jocelyn Kwong, City Clerk

Approved as to Form:

Daniel G. Sodergren, City Attorney



ANNUAL CURB AND GUTTER FOR STREET REPLACEMENT PROJECT, CIP-24509

EXHIBIT A: TEMPORARY CONSTRUCTION EASEMENT AT 5050 HOPYARD ROAD

THE CITY OF PLEASANTON

CITY OF PLEASANTON
Public Works Department