

**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

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

2024 Geologic Hazard Abatement District (GHAD) Maintenance

Bid Opening Date – Wednesday October 23, 2024

2:00 p.m.

To be used in conjunction with the City Standard Specifications and Details dated July 2024, the State Standard Specifications and Plans dated 2018 and all updates at the time of bid, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

APPROVED

Adam Nelkie
City Engineer
No. 78830

Expires: 9/30/2025



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NOTICE TO BIDDERS

Proposals Sought; Time for Receipt

Sealed Bid Proposals will be received by the City Clerk's Office of the City of Pleasanton, Civic Center, in-person at 123 Main Street (or by mail to P.O. Box 520), Pleasanton, CA 94566, until 2:00 p.m., **October 23, 2024**, for work as described in the Plans and Specifications entitled:

2024 Geotechnical Hazard Abatement District (GHAD) Maintenance

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 City of Pleasanton is seeking bids for geologic hazard abatement district (GHAD) maintenance services at the City's four GHAD districts.

In general, the services include (but may not be limited to) the following work in undeveloped open space areas with limited equipment or vehicle access:

- Removal of weeds, leaves, soil, moss, and debris within and adjacent to concrete-lined drainage ditches;
- Trimming and removal of vegetation to clear drainage swales and provide downward flow without ponding;
- Correction of surficial erosion or landslide scars on graded slopes including placement of soil, installation of fiber rolls, and/or installation of erosion control blanket on exposed soil;
- Filling/regrading of rodent burrows that obstruct storm flow patterns;
- Cleaning/clearing/dewatering of stormwater inlets and openings that serve hillside ditch networks;
- Minor repairs to concrete structures such as ditches, storm inlets, or retaining walls where non-structural cracking or displacement has occurred;
- Removal and legal disposal of trash and debris;
- Demolition of minor concrete, drainage ditches and sidewalk;
- Installation of concrete drainage ditches;
- Installation of new sidewalk;
- Relocation of existing landscape irrigation;
- Installation of grated curb drain;
- Filling/regrading of soil to restore graded slopes to drain
- Installation of asphalt concrete berm/curb;

There are four GHADs within the City of Pleasanton, all located on the west side of Foothill Road (see Vicinity Map included as Exhibit A). The four GHADs provide services to a combined total of 275 parcels as follows:

- Laurel Creek GHAD (121 parcels),
- Moller Ranch GHAD (100 parcels),
- Lemoine Ranch GHAD (12 parcels), and
- Oak Tree Farm GHAD (42 parcels).

A GHAD is a property assessment district that is formed to fund annual geologic and storm drainage infrastructure monitoring, to perform annual maintenance and to repair slope stabilization infrastructure, significant landslides or other geologic movement, should it occur within the District. Each District is defined by a geographic boundary. The source of funding for GHADs is an annual tax assessment from each property within the District. GHADs are authorized by California Public Resources Code §26500. The four GHADs were established prior to the approval of Proposition 218 in 1996. The funding is therefore limited to the amounts collected as tax assessments each year.

The Engineer’s cost estimate for the project is as follows:

Item No.	Quantity (Approximate)	Unit of Measure	Item Description	Unit Price	Total
1.	1	Lump Sum	Laurel Creek GHAD maintenance	\$70,000	\$70,000
2.	200	LF	Laurel Creek – Items LC-37 & LC-46, New Concrete V-Ditches	\$75.00	\$15,000
3.	1	Lump Sum	Laurel Creek – Item LC-37, New Grated Curb Drain & Sidewalk	\$5,000	\$5,000
4.	1	Lump Sum	Moller Ranch GHAD maintenance	\$30,000	\$30,000
5.	1	Lump Sum	Lemoine Ranch GHAD maintenance	\$50,000	\$50,000
6.	1	Lump Sum	Oak Tree Farm GHAD maintenance	\$10,000	\$10,000
TOTAL					\$180,000

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 **\$25 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 tnguyen@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 (10%) 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-27 Landscaping** 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) 931-5661, or by email at tnguyen@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: 9/19/24

By: Jocelyn Kwong
Jocelyn Kwong, City Clerk

BID PROPOSAL

2024 Geotechnical Hazard Abatement District (GHAD) Maintenance e

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 **2024 Geotechnical Hazard Abatement District (GHAD) Maintenance**, 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 **sixty (60) working days** after start of work. Bidder shall pay as liquidated damages in the sum of **\$1,000.00 per calendar day** should the successful Bidder fail to complete the work within this time limit unless the successful Bidder is granted a time extension.

Bidder acknowledges receipt of the following addendum:

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

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

Item No.	Quantity (Approximate)	Unit of Measure	Item Description	Unit Price	Total
1.	1	Lump Sum	Laurel Creek GHAD maintenance		
2.	200	LF	Laurel Creek – Items LC-37 & LC-46, New Concrete V-Ditches		
3.	1	Lump Sum	Laurel Creek – Item LC-37, New Grated Curb Drain & Sidewalk		
4.	1	Lump Sum	Moller Ranch GHAD maintenance		
5.	1	Lump Sum	Lemoine Ranch GHAD maintenance		
6.	1	Lump Sum	Oak Tree Farm GHAD maintenance		
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 evidence of insurance within ten (10) working days after receiving written notice of the award of the contract. If bidder fails to contract as provided herein or fails to provide the bonds and/or evidence of insurance, the City may at its option, determine the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this Bid Proposal shall operate and the same shall be the property of the City of Pleasanton.

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

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

Bidders are required by law to be licensed and regulated by the California 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,

2024 Geotechnical Hazard Abatement District (GHAD) Maintenance

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

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

IN WITNESS WHEREOF, we hereunto set our hands and seals this ___ day of _____, 20__.

Principal

By:

Surety:

By:

(Notarization of Surety's signature required)

(corporate seal)

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CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS

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

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

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

BIDDER'S CONTRACT EXPERIENCE

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

1.

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

2.

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

3.

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

Name of Bidder _____

Signed this _____ day of _____, 20_____.

BIDDER'S Labor Classifications

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

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

B. BIDDER'S FINANCIAL RESPONSIBILITY

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

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

C. LIST OF SUBCONTRACTORS

In conformance with Section 2.1 – 1.10 “Subcontractor List” 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 _____

Signature of Bidder: _

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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 "Bidding" 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 C27 Landscape Contractor** license. Failure to possess the specified license shall render the bid as non-responsive and shall act to bar award of the Contract to any Bidder not possessing said license at the time of bid.

Execution of Contract

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

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

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

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CONTRACT

2024 Geotechnical Hazard Abatement District (GHAD) Maintenance

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

W I T N E S S E T H:

WHEREAS, the City has awarded to the Contractor a contract for:

2024 Geotechnical Hazard Abatement District (GHAD) Maintenance

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

1. Work to be Performed.

In general, the services include geologic hazard abatement district (GHAD) maintenance services at the City's four GHAD districts (Laurel Creek, Moller Ranch, Lemoine Ranch, and Oak Tree Farm) generally described as follows within undeveloped open space areas with limited equipment or vehicle access:

- Removal of weeds, leaves, soil, moss, and debris within and adjacent to concrete-lined drainage ditches;
- Trimming and removal of vegetation to clear drainage swales and provide downward flow without ponding;
- Correction of surficial erosion or landslide scars on graded slopes including placement of soil, installation of fiber rolls, and/or installation of erosion control blanket on exposed soil;
- Filling/regrading of rodent burrows that obstruct storm flow patterns;
- Cleaning/clearing/dewatering of stormwater inlets and openings that serve hillside ditch networks;
- Minor repairs to concrete structures such as ditches, storm inlets, or retaining walls where non-structural cracking or displacement has occurred;
- Removal and legal disposal of trash and debris;
- Demolition of minor concrete, drainage ditches and sidewalk;
- Installation of concrete drainage ditches;
- Installation of new sidewalk;
- Relocation of existing landscape irrigation;
- Installation of grated curb drain;
- Filling/regrading of soil to restore graded slopes to drain
- Installation of asphalt concrete berm/curb;

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 **2024 Geotechnical Hazard Abatement District (GHAD) Maintenance** 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.
5. Incorporation of Contract Documents. This Contract expressly incorporates all terms and conditions contained in the Contract Documents. In the event there is any conflict between this Contract and the Contract Documents, this Contract shall control.

5. Indemnification. Contractor shall indemnify, save and hold harmless from and defend the City, members of the City Council and their agents, servants and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or other detriment or liability arising from or out of acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Contract or any amendments thereto.
6. Certification re: Workers' Compensation. In accordance with Section 1861 of the California Labor Code, each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
7. Department of Industrial Relations: Pursuant to Labor Code section 1771.1, the Bidder and its Subcontractors must be registered and qualified to perform public work pursuant to section 1725.5 of the Labor Code, subject to limited legal exceptions.
8. Independent Contractor. The Contractor is an independent contractor retained by the City to perform the work described herein. All personnel employed by the Contractor, including subcontractors, and personnel of said subcontractors, are not and shall not be employees of the City.
9. Warranty Against Defects. The Contractor hereby warrants all work done under this contract against all defects in materials and workmanship for a period of 12 months following City's acceptance of said work. If any defects occur within said 12 months, the Contractor shall be solely responsible for the correction of those defects.
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

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

2024 Geotechnical Hazard Abatement District (GHAD) Maintenance

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 **2024 Geotechnical Hazard Abatement District (GHAD) Maintenance** 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 Title3 (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)

Bond No. _____

CONTRACTOR'S BOND FOR ONE YEAR MAINTENANCE

2024 Geotechnical Hazard Abatement District (GHAD) Maintenance

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 **2024 Geotechnical Hazard Abatement District (GHAD) Maintenance** 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 acknowledgment(s)

GENERAL PROVISIONS

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

SECTION 1. DEFINITIONS AND TERMS

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

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

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

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

City: The City of Pleasanton.

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

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

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

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

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

Project Plans: Drawings specifically prepared for a particular project.

Special Provisions: Specifications specifically prepared for a particular project.

State Standard Specifications and Standard Plans: Means the 2018 edition of the Standard Specifications and Standard Plans of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office or officer shall be interpreted to refer to the City or its corresponding agency, office or officer acting under this contract.

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

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

SECTION 2. SCOPE OF WORK

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

SECTION 3. CONTROL OF WORK AND MATERIALS

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

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

In accordance with Section 4552 of the Government Code, the Bidder shall conform to the following requirements: In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all

rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchase of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.

SECTION 4. LEGAL RELATIONS AND RESPONSIBILITY

4-01. Travel and Subsistence Payments:

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

4-02. State Wage Determination:

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

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

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

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

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

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

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

4-06. Workers' Compensation:

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

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

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

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

(a) Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

(b) Minimum Limits of Insurance

Contractor shall maintain limits no less than:

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

(c) Deductibles and Self-Insured Retentions

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

(d) Other Insurance Provisions

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

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

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

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

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

(e) Acceptability of Insurers

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

(f) Verification of Coverage

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

(g) Subcontractors

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

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

SECTION 5. PROSECUTION AND PROGRESS

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

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

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

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

SECTION 6. MEASUREMENT AND PAYMENT

6-01. Payments: Attention is directed to Section 9-1.16, "Progress Payments," and 9-1.17, "Payment After Contract 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.

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ATTENTION BIDDERS:

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

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

CITY STANDARD SPECIFICATIONS AND DETAILS (Approved July 2024)

is a separate document that is available at the City of Pleasanton Engineering 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: Our Government, Public Works, Engineering, Standard
Specifications & Details July 2024)*

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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 July 2024, and as augmented by these Special Provisions. The Sections noted are those in the Standard Specifications except for the new Section(s) added. Where conflict exists between these documents and existing conditions, request clarification from the Project Engineer.

SECTION 1. GENERAL

Add New Paragraph to Section 1-15 “Easements, Rights of Way, and Right of Entry”

Each GHAD location will require easements, rights of way, gate access and coordination by the Contractor with the private property owners prior to start of work.

Add New Paragraph to Section 1-17 “Cleanup”

Refer to City of Pleasanton Standard Specification Sections 3-03G “Spoil Area and Off-Haul”, as well as State Standard Specification Section 4-1.13 “Cleanup” completing work generally described as follows:

- Removal and legal disposal of trash and debris.

Any waste and/or rubbish materials resulting from the work that cannot be converted to duff and/or spread in open space areas shall be legally disposed of off-site at an appropriate disposal facility. All equipment and excess materials shall be removed from the site. Any damage caused by work under this contract to either public or private property shall be repaired to the satisfaction of the owner using comparable materials and methods at no cost to the City.

Add to First Paragraph of Section 1-33 “Measurement and Payment”

General items, including but not limited to Traffic Control; Water Pollution Control; Environmental Stewardship; hauling and disposal of debris, soil, sediment, or any other material, shall not be considered measured items and no separate payment shall be allowed. Payment for all General Items shall be considered included in the contract prices for various items and no separate payment shall be allowed, therefore.

Add New Section 1-35 “Sequence of Work”

Start project at location identified as “LC-37” 5926 Laurel Creek Concrete V-ditch work.

Add New Section 1-36 “Work Description”

The work under Bid Items 1 through 6 is described on the following documents:

Exhibit A “Vicinity Map” shows the general locations of each of the four geologic hazard abatement districts (GHADs) relative to surrounding roadway network within the City of Pleasanton. All four GHADs are located west of Foothill Road.

Exhibit B “GHAD Maps” shows the work locations with identification numbers (ID). The numbers are intended to show the general work location, and should be construed to include the work upstream and downstream of each drainage feature, as well as all areas surrounding the feature that are described in the Work Tables included as Exhibit C.

Exhibit C “Work Tables” includes a listing of the ID numbers within each GHAD that correlate to a description of the “Site Condition” discovered at each location followed by a “Description of Work” to be completed under this contract. The Work Tables also include the date of the inspection during which each Site Condition was documented.

Exhibit D “Representative Photographs” includes photographs that represent the condition of various features at the time of inspection. The photographs include an ID number that correlates with the GHAD Maps (Exhibit B) and the Work Tables (Exhibit C). The photographs are a visual representation of the type of work that may be encountered, but are not intended to be a comprehensive depiction of each location. Conditions may have changed since the photograph was taken, so bidders must visit each work location prior to bid submission to assess the effort needed to address the site conditions and work needed within each GHAD.

Exhibit E “Applicable Standard Plans” includes standard details for the project.

SECTION 3. CLEARING AND GRUBBING

Add New Section 3-01.B “Work Description”

Refer to State Standard Specification Section 15 “Existing Facilities” and 17-2 “Clearing and Grubbing” for completing work generally described as follows:

- Removal of weeds, leaves, soil, moss, and debris within and adjacent to concrete-lined drainage ditches;
- Soil that is removed may be spread in open areas with slopes not exceeding 10% down slope of V-ditch;
- Trimming and removal of woody vegetation to clear drainage swales and provide downward flow without ponding;

In lieu of removing and disposing of removed vegetative materials, you may process the materials into duff in accordance with State Standard Specification

Section 21-2.02B. The generated duff may then be evenly spread within the work areas as wood mulch assuming the resulting chips have a maximum thickness of ½ inch, and the surface on which they are spread has a maximum slope inclination of 10%. For slopes greater than 10%, erosion control materials must be used as described below.

Amend First Paragraph of Section 3-04 “Measurement”

Clearing and grubbing is considered incidental and included within the lump sump price listed on Bid Items 1 through 6.

Amend Third Paragraph of Section 3-04 “Measurement”

Tree Protection is considered incidental and included with the lump sump price listed on Bid Items 1 through 6.

Remove Fourth Paragraph of Section 3-04 “Measurement”

Add New Paragraph to Section 3-05 “Payment”

Payment for work under Bid Item No. 1, 4, 5, 6 shall be lump sum price paid and considered included in the contract prices for various items and no separate payment shall be allowed, therefore.

SECTION 5. EROSION AND SEDIMENTATION CONTROL

Replace Section 5-02 “Not Included” with Section 05-02 “Work Description for Slope Stabilization”

Refer to State Standard Specification Section 21 “Erosion Control” and State Standard Details H51 and H52 for completing work generally described as follows:

- Correction of surficial erosion or landslide scars on graded slopes including placement of soil, installation of fiber rolls, and/or installation of erosion control blanket on exposed soil;

No specific erosion and sedimentation control plan is required. No compost, seed, fertilizer, or tackifier is required. Minor grading shall be performed in accordance with State Standard Specification Section 19-1 “Earthwork - General”. Erosion control blankets must conform to State Standard Specification Section 21-2.02O(4). Fiber rolls must conform to Section 21-2.02P. Blankets and rolls that utilize plastic monofilament netting are specifically prohibited. Fasteners must conform to Section 21-2.02R. All materials must be biodegradable excepting steel staples for blanket fastening. Installation of blankets and Type 1 fiber rolls shall conform to State Standard Plan H51 and H52, with parallel spacing of rolls not greater than 10 feet. All bare slopes must be fully covered.

Replace Section 5-03 “Not Included” with Section 05-03 “Work Description for Storm Inlet Cleaning”

Refer to Cal OSHA confined space regulations, specifically Title 8 CCR Article 108 Section 5158 for completing the work generally described as follows:

- Cleaning/clearing of stormwater inlets and openings that serve hillside ditch networks;
- Dewatering/clearing of debris in stormwater inlets and openings may require a vacuor truck and equipment as needed (see work items on Exhibit C for additional information);

If the stormwater inlet to be cleaned is deeper than 4 feet, it shall be considered a confined space as regulated by Cal OSHA. If the stormwater inlet is 4 feet or shallower, the cleaning shall be accomplished with hand tools. The intent is to remove rocks, soil, or similar deleterious materials which would not otherwise wash downstream by stormwater flows alone. Removed rocks and soil can be spread evenly on nearby open space areas with slope inclinations not exceeding 10%.

SECTION 12. STORM DRAIN

Amend Paragraph 12-02D – “Curb Through Drains”

Item “LC-37” - Follow grated curb through drain details within Exhibit E. Curb through drain shall be Standard Duty 12” clear space bolted trench grate with trench banding by Grating Pacific [Model No. TSA-12-EZ(B)] or approved equal.

Add Paragraph to Section 12-04 – “Measurement”

Measurement for work under Bid Item No. 3 shall be measured on a lump sum basis.

SECTION 15. CONCRETE IMPROVEMENTS

Add Section 15-03K “Minor Concrete Repairs”

Refer to State Standard Specification 13-9 “Temporary Concrete Washouts” and 71 “Existing Drainage Facilities” for completing work generally described as follows:

- Minor repairs to concrete structures such as ditches, storm inlets, or retaining walls where non-structural cracking or displacement has occurred;

Surface preparation of concrete with bonding adhesive such as Quikrete bonding adhesive #9901, 9902 or approved equal. Follow manufacturer’s recommendations for surface preparation and installation.

Use a non-shrink grout that complies with ASTM C928 such as Quikrete Commercial Grade FastSet Non-Shrink Grout #1585-09 or approved equal to implement the needed concrete repairs. Comply with manufacturer's recommendations. Mix the grout with clean water to achieve a 3 to 6 inch slump. Assure that the crack or void is cleaned of any deleterious material that could impede adhesion off the grout. Apply the grout to the crack or void using a trowel, forcing the grout into the full depth of the repair area. Trowel the surface smooth to conform to the surrounding structure. Use sponges or wet rags to blend the grout at the margins. Clean all equipment within a temporary concrete washout. Wash water shall be legally disposed of.

For cracks too narrow for proper grout penetration, use an elastomeric joint sealant that complies with ASTM C920 such as Sikaflex Polyurethane or approved equal.

Add Section 15-03L “Laurel Creek, LC-37, Concrete V-Ditch and Sidewalk drain”

Refer to City of Pleasanton Standard Specification Section 12-02E.7 “Inlet Frames and Grates”, 19-03B “General Requirements for Piping”, Caltrans Standard Specification Section 51-7 “Minor Structures”, Section 75-2 “Miscellaneous Iron and Steel”, as well as details within Exhibit E, completing work generally described as follows:

- Demolition of existing sidewalk
- Clear and grub landscaping, vegetation, removal of existing tree
- Relocation/sleeving of existing irrigation lines and bubblers
- Excavation, subgrade preparation, aggregate base, regrade and compact slopes to drainage
- Installation of concrete v-ditch and transition v-ditch
- Installation of sidewalk drain grate
- Installation of lampblack fiber-mesh reinforcing concrete sidewalk
- Site restoration including but not limited to replanting of removed landscaping along frontage

Any excavated material can be used to regrade the existing site and open space to drain to the concrete V-ditch. Any waste and/or rubbish materials resulting from the work that cannot be converted to duff and/or spread in open space areas shall be legally disposed of off-site at an appropriate disposal facility. All equipment and excess materials shall be removed from the site. Any damage caused by work under this contract to either public or private property shall be repaired to the satisfaction of the owner using comparable materials and methods at no cost to the City.

Add Paragraph to Section 15-04 – “Measurement”

Concrete v-ditch work under Bid Item No. 2 shall be measured on the basis of linear feet (LF). Curb drain grate, sidewalk demolition, new sidewalk under Bid Item No. 3 shall be measured on a Lump Sum basis.

Add Paragraphs to Section 15-05 – “Payment”

Payment for work under Bid Item No. 2 shall be on a unit price (LF) basis. Payment for work under Bid Item 3 shall be on a Lump Sum basis. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in the installation of concrete v-ditch shall be considered included in the unit price bid and no additional compensation shall be, therefore, allowed.

Incidentals include but not limited to: Clear and grubbing (bushes, tree(s), vegetation, etc...), excavation, grading, fill, aggregate and subgrade prep, concrete v-ditch install, sidewalk demolition, panel with curb through drainage. Existing 3" PVC irrigation lines may need to be lowered, sleeved, relocated or repaired.

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EXHIBIT A

Vicinity Map

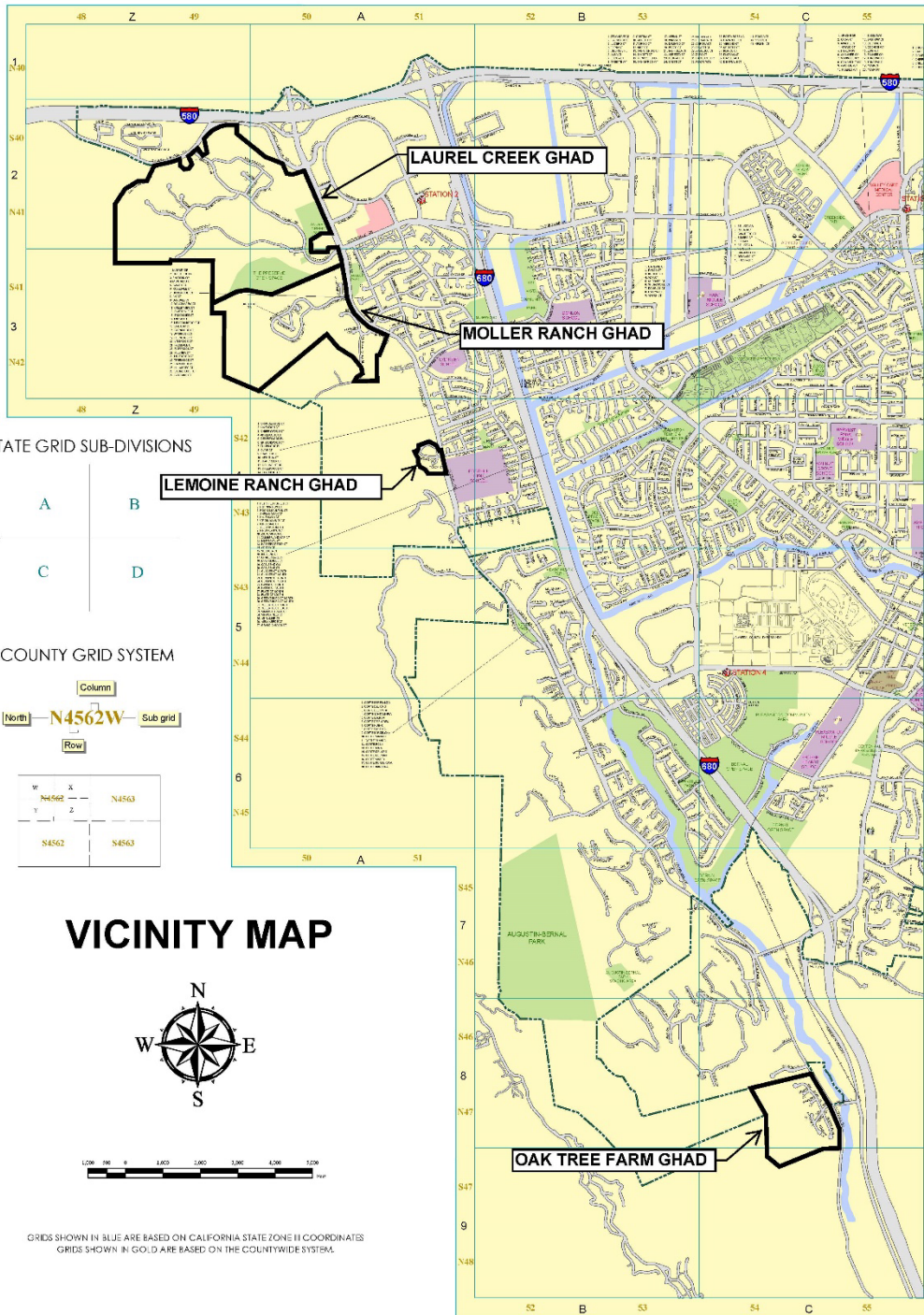
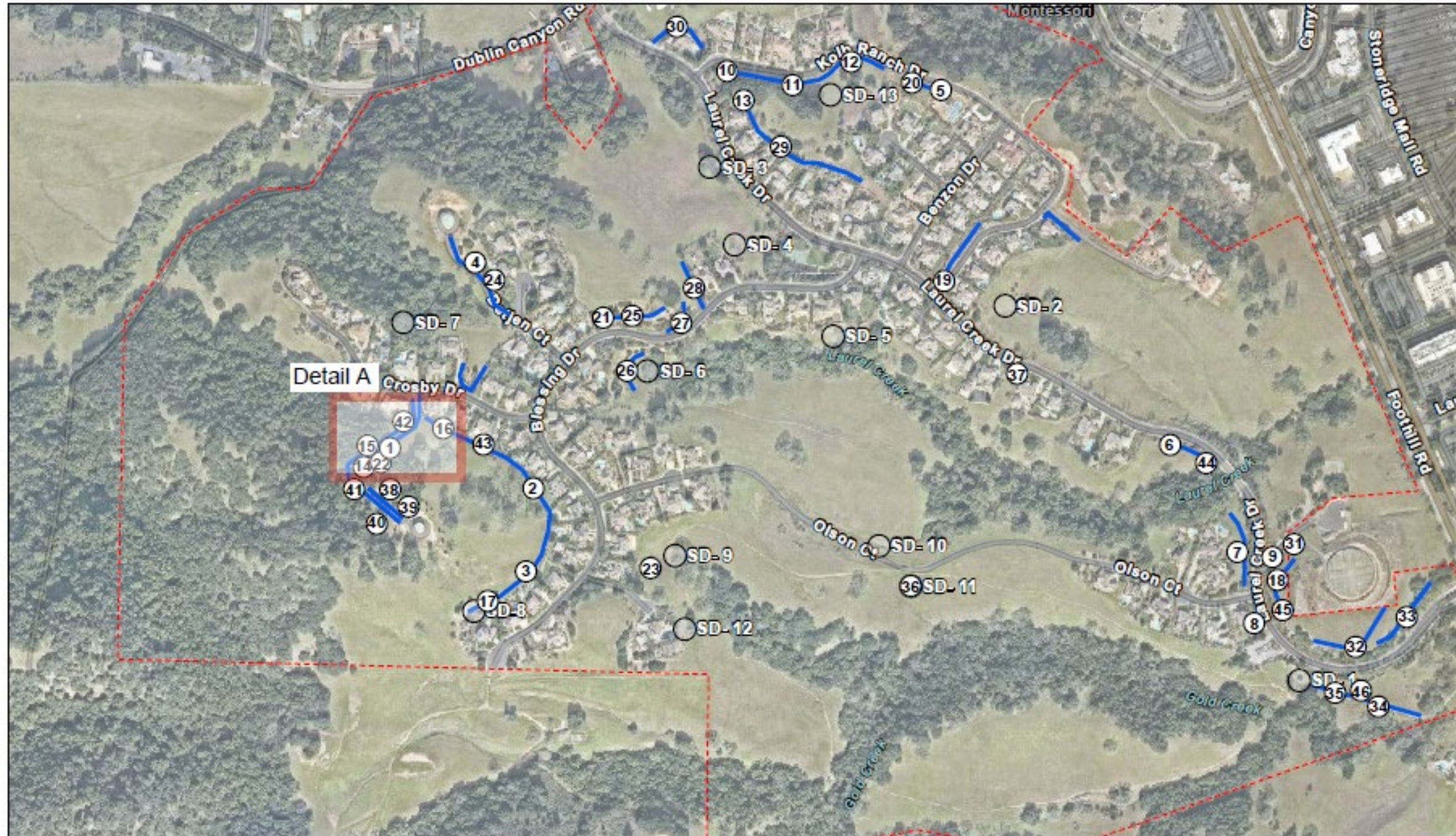


EXHIBIT B

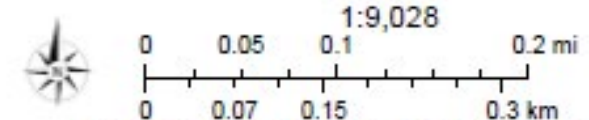
GHAD Maps

Laurel Creek GHAD



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- Subdrain Outlet
- Laurel Creek "LC" Site Condition Fall 2024
- Concrete Lined Drainage Ditches
- - - GHAD Boundary



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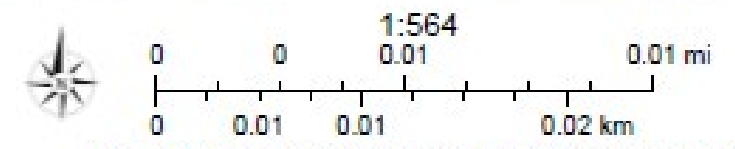
Laurel Creek GHAD Detail A



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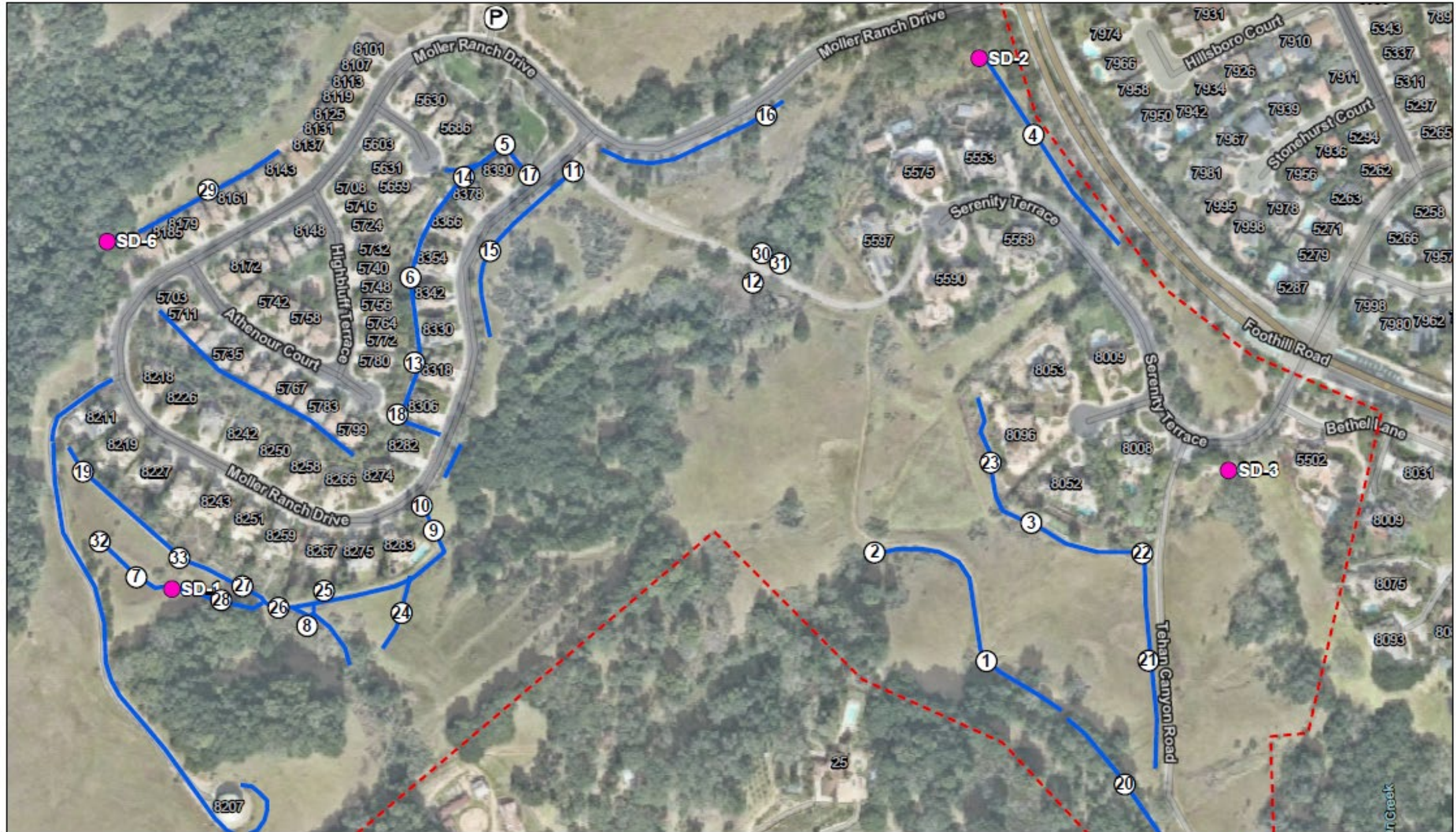
- Concrete Lined Drainage Ditches
- - - GHAD Boundary

○ Laurel Creek "LC" Site Condition Fall 2024



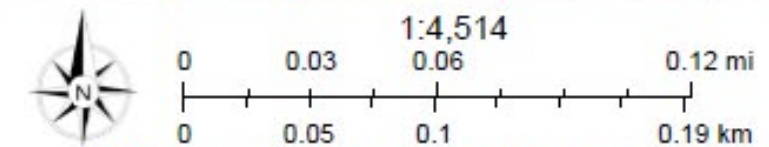
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Moller Ranch GHAD



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- Subdrain Outlet
- Concrete Lined Drainage Ditches
- Moller Ranch "MR" Site Condition Fall 2024
- Subdrain Outlet
- GHAD Boundary



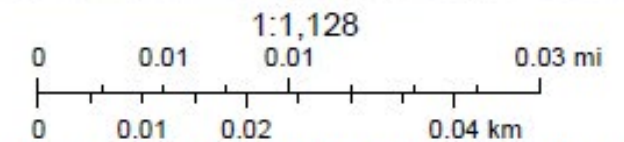
Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates, Esri Community Maps contributors, Map layer by Esri, Maxar

Lemoine Ranch GHAD



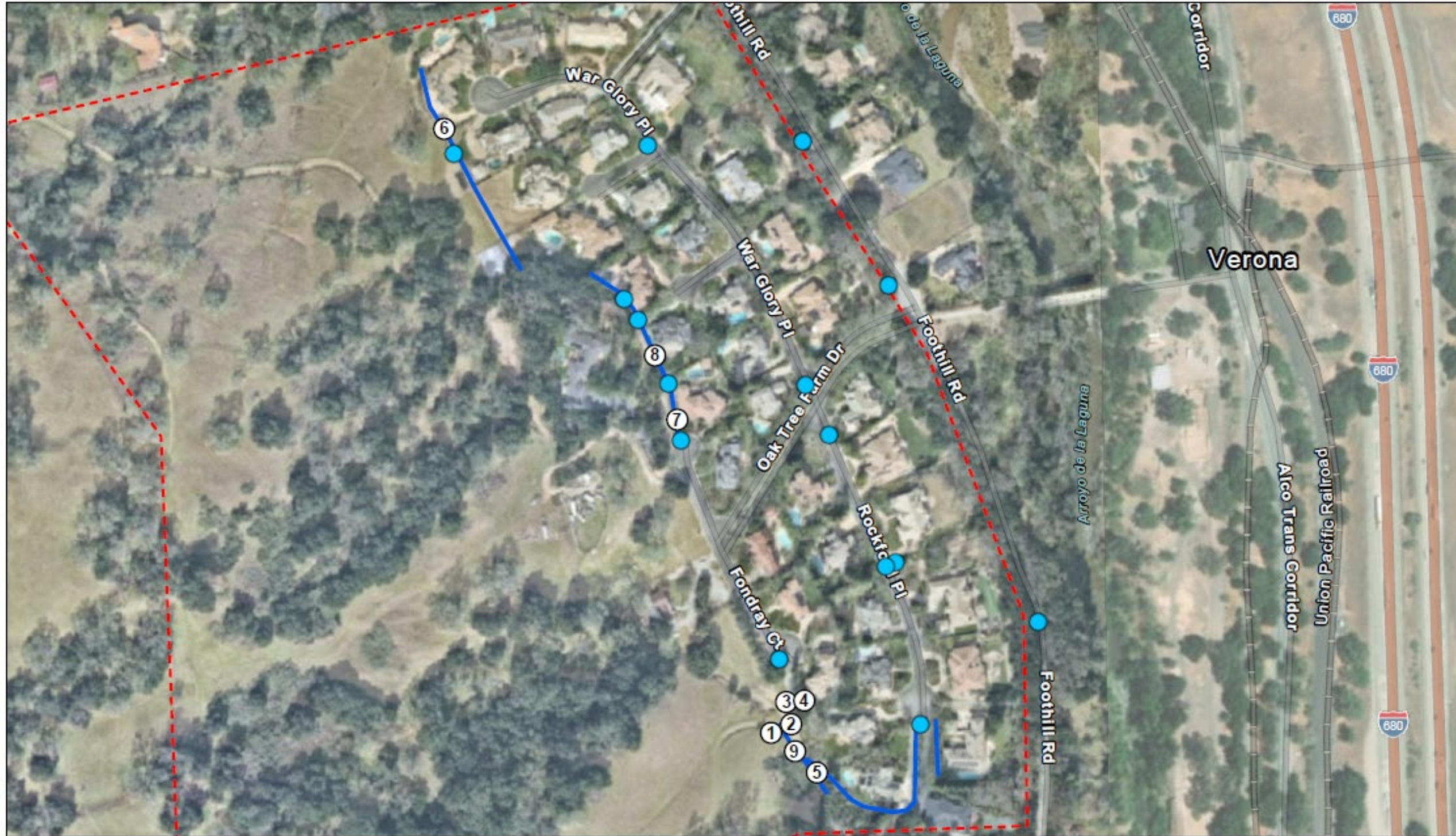
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- Subdrain Outlet
- Concrete Lined Drainage Ditches
- Earthen Lined Drainage Ditch
- GHAD Boundary
- Lemoine Ranch "LR" Site Condition Fall 2024



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Oak Tree Farm GHAD



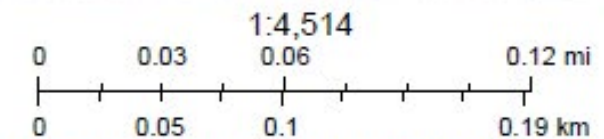
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V4 Oak Tree Aerial Imagery (Nearmap 0224)

- Red: Band_1
- Green: Band_2
- Blue: Band_3

- Storm Drain Inlet
- Concrete Lined Drainage Ditches
- GHAD Boundary

○ Oak Tree Farm "OTF" Site Condition Fall 2024



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Web AppBuilder for ArcGIS

EXHIBIT C

Work Tables

Laurel Creek GHAD (1 of 2)

Project ID #	Site Condition	Description of Work	Reference Sheet
LC-1	Leaves accumulating in concrete-lined drainage ditch.	Remove leaves from concrete-lined drainage ditch to allow proper flow.	Detail A
LC-2	Trimmed grasses accumulated in concrete-lined drainage ditch.	Remove grasses to allow proper drainage. Approx 150'	1st Page Site Plan
LC-3	Trimmed grasses accumulated in concrete-lined drainage ditch.	Remove grasses to allow proper drainage.	1st Page Site Plan
LC-4	Leaves, trimmed grasses accumulated in concrete-lined drainage ditch.	Remove debris, grasses & leaves to allow proper drainage. Approx 150'	1st Page Site Plan
LC-5	Erosion above concrete-lined drainage ditch.	Remove existing wattles and install new wattles.	1st Page Site Plan
LC-6	Leaves accumulated in concrete-lined drainage ditch.	Remove leaves to allow proper flow. Entire Concrete V-ditch approx. 250'	1st Page Site Plan
LC-7	Overgrown grasses & leaves accumulated in concrete-lined drainage ditch.	Trim back grasses and remove leaves to allow proper flow for entire concrete v-ditch. Approx 350'	1st Page Site Plan
LC-8	Pile of sand on accumulating on sidewalk from burrowing.	Remove accumulated soil and re-fill void next to sidewalk.	1st Page Site Plan
LC-9	Soil slumping into concrete drainage ditch and drain inlet.	Remove wattle and re-install wattle to keep soil from flowing into ditch and obstructing drainage.	1st Page Site Plan
LC-10	Slow drainage of catch basin during rain events.	Cleanout catch basin with vactor truck and place riprap around basin to promote drainage.	1st Page Site Plan
LC-11	Slow drainage of catch basin during rain events.	Cleanout catch basin with vactor truck and jet.	1st Page Site Plan
LC-12	Slow drainage of catch basin during rain events.	Cleanout catch basin with vactor truck and jet.	1st Page Site Plan
LC-13	Slow drainage of catch basin during rain events. Leaves, branches debris around catch basin.	Cleanout catch basin with vactor truck and jet. Re-grade area around catch basin.	1st Page Site Plan
LC-14	Leaves accumulating in concrete-lined drainage ditch.	Remove leaves from concrete-lined drainage ditch to allow proper flow. Remove soil from ditch to allow proper flow. Approx 50'	Detail A
LC-15	Expansion joint in pavement along concrete-lined drainage ditch.	Patch pavement to prevent water infiltration beneath drainage ditch. Approx 75'	Detail A
LC-16	Leaves accumulated in concrete-lined drainage ditch.	Remove leaves to allow proper drainage.	Detail A
LC-17	Leaves and soil accumulating in concrete-lined drainage ditch.	Remove leaves and soil from concrete-lined drainage ditch to allow proper flow. Approx 200'	1st Page Site Plan
LC-18	Overgrown vegetation on sides of V-ditch. Leaves and grass accumulated in concrete-lined drainage ditch.	Trim overgrown vegetation. Remove leaves and grass to allow proper flow. Approx 350'	1st Page Site Plan
LC-19	Leaves accumulated in concrete-lined drainage ditch.	Remove leaves to allow proper flow. Approx 100'	1st Page Site Plan
LC-20	Soil and leaves accumulated in concrete-lined drainage ditch.	Remove soil and leaves to allow proper flow.	1st Page Site Plan
LC-21	Leaves accumulated in concrete-lined drainage ditch.	Remove leaves to allow proper flow. Entire V-Ditch. Approx. 370' Limited access in this area. No equipment or vehicles.	1st Page Site Plan
LC-22	Cracking and distress on access road.	Seal cracks to prevent water infiltration below subgrade. Approx 50'	Detail A
LC-23	Drainage inlet in open space is clogged, standing water in DI.	Unclog inlet and restore proper flow. Limited access in this area. No equipment or vehicles.	1st Page Site Plan
LC-24	Leaves accumulated in concrete-lined drainage ditch.	Remove leaves to allow proper flow.	1st Page Site Plan
LC-25	Catch basin filled with Debris	Clean outside and inside of Catch Basin	1st Page Site Plan
LC-26	Leaves accumulated in drainage ditch.	Remove leaves to allow proper flow. For approx. 100'	1st Page Site Plan
LC-27	Leaves accumulated in drainage ditch.	Remove leaves to allow proper flow. For entire concrete v-ditch. Approx. 200'	1st Page Site Plan
LC-28	Grass clippings accumulated in concrete drainage ditch.	Remove debris, leaves & grass clippings to allow proper drainage. Entire Concrete V-Ditch approx. 225'	1st Page Site Plan
LC-29	Branches accumulated in concrete drainage ditch.	Remove debris, leaves, branches to allow proper drainage for majority of concrete v-ditch. Approx. 250'	1st Page Site Plan

Laurel Creek GHAD (2 of 2)

Project ID #	Site Condition	Description of Work	Reference Sheet
LC-30	Leaves accumulated in concrete drainage ditch.	Remove leaves to allow proper drainage. Clean entire concrete V-ditch will need to be cleaned out. Approx. 300'	1st Page Site Plan
LC-31	Erosion on slope depositing soil in concrete drainage ditch.	Remove soil from ditch to allow proper flow.	1st Page Site Plan
LC-32	Concrete drainage ditch overgrown with grasses and weeds, soil accumulated in v-ditch	Trim back grasses, remove soil, remove leaves, debris to allow property flow for approx. 400' Access to this location will be limited. No vehicles or equipment.	1st Page Site Plan
LC-33	Leaves accumulated in drainage ditch blocking DI.	Trim back grasses, remove soil, remove leaves, debris to allow property flow for approx. 350' Access to this location will be limited. No vehicles or equipment.	1st Page Site Plan
LC-34	Concrete drainage ditch overgrown with grasses and weeds.	Trim back grasses and vegetation, soil, leaves, debris to allow proper flow in V-ditch. Approx 500' Access to this location will be limited. No vehicles or equipment.	1st Page Site Plan
LC-35	Grasses and vegetation overgrown in concrete drainage ditch and access road.	Trim back grasses, pull weeds on access road. Approx 250'	1st Page Site Plan
LC-36	Erosion at outfall of SD-11, area overgrown with dense grasses and weeds.	Place rip rap apron at outfall to prevent further incising into open space. Trim grasses and weeds to allow proper access for monitoring. Access to this location will be limited. No vehicles or equipment. Olson Court road access but located approx. 100' from Olson Court.	1st Page Site Plan
LC-37	5926 Laurel Creek -New concrete V-ditch required with sidewalk walk curb through drain.	Approx 200'. Concrete V-ditch to trench curb drain. Clear and Grub (trees, bushes, etc...) excavation, grading, fill, subgrade prep, concrete v-ditch install, demo of existing sidewalk, installation of new sidewalk panel with curb through drainage. (see attached details). Existing 1-1/2" PVC irrigation lines may need to be lowered, sleeved, relocated or repaired.	1st Page Site Plan
LC-38	East Side - Debris, gravel, soils, leaves in Concrete V-Ditch	Clean V-Ditch for entire length. Approx. 250'	1st Page Site Plan
LC-39	East Side - Straw wattle damaged.	Remove existing and install new wattles at existing location. Approx 40'	1st Page Site Plan
LC-40	West Side - Debris, gravel, soils, leaves in Concrete V-Ditch	Clean V-Ditch. Approx. 100'	1st Page Site Plan
LC-41	West Side - Debris, gravel, soils, leaves in Concrete V-Ditch	Clean V-Ditch for Approx. 20'	1st Page Site Plan
LC-42	Expansion joint in pavement along concrete-lined drainage ditch.	West Side - Patch pavement to prevent water infiltration beneath drainage ditch. for approx. 250'	Detail A
LC-43	Debris & Trimmed grasses accumulated in concrete-lined drainage ditch.	Clean Debris & remove grasses accumulated for proper drainage. Approx 400' to DI	1st Page Site Plan
LC-44	Leaves accumulated in Catch Basin	Clean out Catch Basin	1st Page Site Plan
LC-45	Leaves accumulated in Catch Basin	Clean out Catch Basin	1st Page Site Plan
LC-46	Existing concrete V-ditch is damaged or missing	Install new concrete V-ditch for approx. 10'. Equipment and vehicle access to this area will be difficult.	1st Page Site Plan

Moller Ranch GHAD (1 of 1)

Project ID #	Site Condition	Description of Work	Notes
MR-1	Leaves accumulated in concrete-lined drainage ditch.	Remove leaves to allow proper flow. Approx 600'	
MR-2	Dirt swale at capacity.	Re-grade earthen swale to promote drainage.	
MR-3	Leaves, grass & debris accumulated in concrete drainage ditch for entire v-ditch.	Remove leaves, grass & debris to allow proper flow for entire concrete V-ditch. Approx 600'	
MR-4	Earthen swale completely overgrown and filled with soil.	Mow back vegetation and re-grade earthen swale to promote drainage. Approx 150' north side to SD-2	
MR-5	Leaves accumulated in concrete-lined drainage ditch.	Remove leaves to allow proper drainage.	
MR-6	Cracking in concrete-lined drainage ditch.	Seal cracks at the bottom of the concrete drainage ditch to prevent water infiltration. Approx 20' Longitudinally	
MR-7	Soil deposited in drainage ditch from animal burrowing.	Remove soil from ditch to allow proper flow. Approx 20'	
MR-8	Standing water in drainage ditch and vegetation growing through cracks.	Remove vegetation and seal cracks to promote positive flow and prevent water infiltration below ditch. Approx 400'	
MR-9	Ditch segment buried with soil and vegetation.	Expose ditch segment to allow proper flow. Limited access at this location. 5' High Retaining wall on Moller Ranch Drive.	
MR-10	Slow drainage during rain events.	Clear out catch basin with vector truck.	
MR-11	Slow drainage during rain events.	Clear out catch basin with vector truck, remove roots clogging drainage.	
MR-12	Outfall in pond overgrown and inlet clogged.	Expose outfall and clear inlet with vector and jetting.	
MR-13	Previous concrete patches are cracking on concrete v-ditch	Re-patch concrete v-ditch. Repair is approx. 20' longitudinally	
MR-14	Cracking at the bottom of concrete-lined drainage ditch.	Seal cracks at the bottom of the concrete drainage ditch to prevent water infiltration. Approx 40'	
MR-15	Debris, grass, leaves, branches accumulated in concrete drainage ditch.	Remove debris, grass, leaves, branches to prevent obstruction of drainage. Approx 550'	
MR-16	Leaves accumulated in concrete-lined drainage ditch.	Remove leaves to allow proper drainage.	
MR-17	Leaves accumulated in concrete-lined drainage ditch.	Remove leaves to allow proper drainage.	
MR-18	Cracking and offset in concrete-lined drainage ditch. Soil accumulated in concrete-lined drainage ditch.	Seal crack to prevent water infiltration beneath ditch, remove soil to allow proper flow. Approx 20 locations for 2' laterally	
MR-19	Debris accumulated at drain inlet.	Remove debris to allow proper drainage. Approx 10'	
MR-20	Grass, leaves and debris accumulated in concrete-lined drainage ditch.	Remove grass, leaves, debris to allow proper drainage. Approx 400'	
MR-21	Vegetation overgrown, trimmed grass leaves and debris accumulated in concrete-lined drainage ditch.	Trim back vegetation, remove trimmed grass, leaves and clear debris to allow proper flow. Entire V-ditch approx. 650'	
MR-22	Debris, branches inside DI/CB	Clean out Catch Basin.	
MR-23	Overgrown vegetation along concrete drainage ditch and vegetation growing through cracks in ditch.	Trim vegetation to allow proper monitoring access and seal cracks in concrete ditch.	
MR-24	Area overgrown with dense vegetation.	Trim vegetation and clear debris from concrete drainage ditch for entire concrete V-ditch. Approx 225'	
MR-25	Cracking in concrete drainage ditch allowing water to actively flow under ditch.	Seal cracks and voids in concrete ditch to prevent water infiltration below ditch. Approx 200'	
MR-26	Concrete drainage ditch blocked with vegetation growing through cracks, standing water in ditch.	Remove vegetation, trimmed grass (approx. 300') and seal cracks to allow flow through drainage ditch.	
MR-27	Standing water, drainage blocked by vegetation growing in ditch.	Remove vegetation, trimmed grass, debris from the drainage ditch and seal cracks. Approx 200'	
MR-28	Standing water, drainage ditch blocked with vegetation.	Trim back vegetation, overgrown, trimmed grass, leaves and clear debris to allow proper flow. Approx 50'	
MR-29	Vegetation overgrown, trimmed grass leaves and debris accumulated in concrete-lined drainage ditch.	Trim back vegetation, overgrown, trimmed grass, leaves and clear debris to allow proper flow. Entire V-ditch approx. 375'	
MR-30	Debris accumulated at drain inlet on north side of road.	Clean debris from CB to allow proper flow	
MR-31	Road on north side has debris, leaves, soil etc.. Along curb long.	Clean Debris along curb line to allow drainage. Approx 100'	
MR-32	Debris accumulated at drain inlet.	Clean CB.	
MR-33	Trimmed grass and debris accumulated in concrete-lined drainage ditch.	Remove trimmed grass and debris to allow proper drainage. Approx 100'	

Lemoine Ranch GHAD (1 of 1)

Project ID #	Site Condition	Description of Work	Notes
LR-1	Animal burrowing created a void behind wall.	Backfill voids and compact soil behind wall. At one location. Hole is approx. 6" by 6"	
LR-2	Excessive burrowing and erosion exposing footing of wall	Re-grade, backfill and compact voids behind wall. Approx 10' of backfill and re-grading	
LR-3	Minor soil buildup & standing water in concrete-lined drainage ditch.	Remove soil to allow proper flow.	
LR-4	Minor leaves accumulated in earthen swale.	Remove leaves to promote proper drainage. Regrade from curb opening 30' between rock line swale.	
LR-5	Earthen swale filled in with soil from erosion and burrowing activity.	Remove growing organics from swale, re-grade earthen swale and line with rock to restore drainage.	
LR-6	Catch basin blocked, draining slowly during rain events.	Clear out and jet catch basin to unclog the line. Regrade from curb opening to CB for proper flow. 12" or 18" wide flow lines	
LR-7	Existing grade does not drain to gutter pan.	Regrade about 1' cut @ high spot 20' SE from Gutter Pan	
LR-8	Cracking in concrete drainage ditch & CB patching	Sack V-ditch. North and south side & grout fill west side of CB	
LR-9	Catch basin not completely poured. Southside missing wall.	At South side of inlet, remove plywood & form & pour closure	
LR-10	Burrowing and erosion between footing and concrete v-ditch. Stucco has popped off approximate dimension 3'x4' of retaining wall	Add backfill between wall footing & v-ditch. Patch stucco on retaining wall	
LR-11	Earthen swale filled in with soil from erosion and burrowing activity.	Re-grade earthen swale and line with rock to restore drainage.	
LR-12	Area of subsidence adjacent to earthen ditch.	Backfilling settled area to avoid standing water accumulation.	
LR-13	Deep erosion gully and collapsing soil along wall. Debris around and inside drain inlet.	Place riprap around drain inlet to allow proper flow, consider backfilling erosion gully. Remove debris around and inside drain inlet	
LR-14	Drain inlet offset from concrete-lined drainage ditch. Debris inside CB	Continue to monitor area for distress to concrete. Concrete sack North and South Sides & Grout Fill West side of CB. Remove debris from CB.	
LR-15	Erosion gully forming along retaining wall.	Backfill gully and create positive drainage towards the concrete-lined drainage ditch. Approx 25'	
LR-16	Leaves and branches accumulated in earthen ditch.	Remove leaves and branches to allow proper drainage. Approx 200'	
LR-17	Overgrown vegetation along drainage ditch.	Trim vegetation to allow proper flow. Approx 450'	
LR-18	Debris, weeds, leaves accumulated in drainage ditch. For majority of V-ditch	Remove debris to allow proper drainage. Approx 450'	
LR-19	Sand bags installed around field inlet	Remove sandbags, install tensor geogrid slope stabilization (or approved equal) approx. 15'x6' and 12" to 18" cobblestones in place of sandbags around inlet/headwall	

Oak Tree Farm GHAD (1 of 1)

Project ID #	Site Condition	Description of Work	Notes
OTF-1	Erosion rill on slope and access road, jute fabric placed on slope for erosion control.	Re-grade, compact and reinforce erosional rill.	
OTF-2	Storm drain clogged.	Jet manhole to clear line. Need to jet from pipe inlet #2 to SDMH #3 to FI#2 and to Rockford place SWI#5 & SDMH #2. Approx 300' of 36" RCP from DI to SDMH on Rockford Place.	
OTF-3	Wrong SDMH Lid Installed	Change existing 24" SDMH Lid to traffic rated 24" slotted drain lid (Cast Iron).	
OTF-4	Current sandbags runoff directly from private access road above FI#2. Steep Hill	Install 6" AC Berm/Curb on east side of SDMH#3 and FI#2 for along access road for approx. 35'	
OTF-5	Overgrown vegetation.	Trim back vegetation to allow drainage within concrete V-Ditch approx. 200'	
OTF-6	Degraded wattle along drainage ditch. Debris in V-ditch	Remove degraded straw wattle to prevent debris from blocking ditch. Approx 10' Also clean debris in V-ditch to allow proper drainage approx. 5'	
OTF-7	Leaves and soil accumulated in drainage ditch.	Remove leaves to allow proper drainage. Entire V-ditch approx. 300'	
OTF-8	Access road erosion.	Access road needs to regrade and compact to drain to concrete V-ditch. Approx 5' width by 75' along east side closer to the ditch.	
OTF-9	Leaves accumulated in concrete drainage ditch.	Remove leaves to allow proper drainage. V-ditch approx. 200'	

EXHIBIT D

Representative Photographs

Laurel Creek GHAD Photographs of Representative Conditions

ID LC-9: Soil slumping into concrete drainage ditch and drain inlet.



ID LC-10: Slow drainage of catch basin during rain events.



Laurel Creek GHAD Photographs of Representative Conditions

ID LC-13: Slow drainage of catch basin during rain events. Leaves, branches debris around catch basin.



ID LC-14: Leaves accumulating in concrete-lined drainage ditch.



Laurel Creek GHAD Photographs of Representative Conditions

ID LC-15: Expansion joint in pavement along concrete-lined drainage ditch.



ID LC-18: Overgrown vegetation on sides of V-ditch. Leaves and grass accumulated in concrete-lined drainage ditch.



Laurel Creek GHAD Photographs of Representative Conditions

ID LC-22: Cracking and distress on access road.



ID LC-23: Drainage inlet in open space is clogged, standing water in DI.

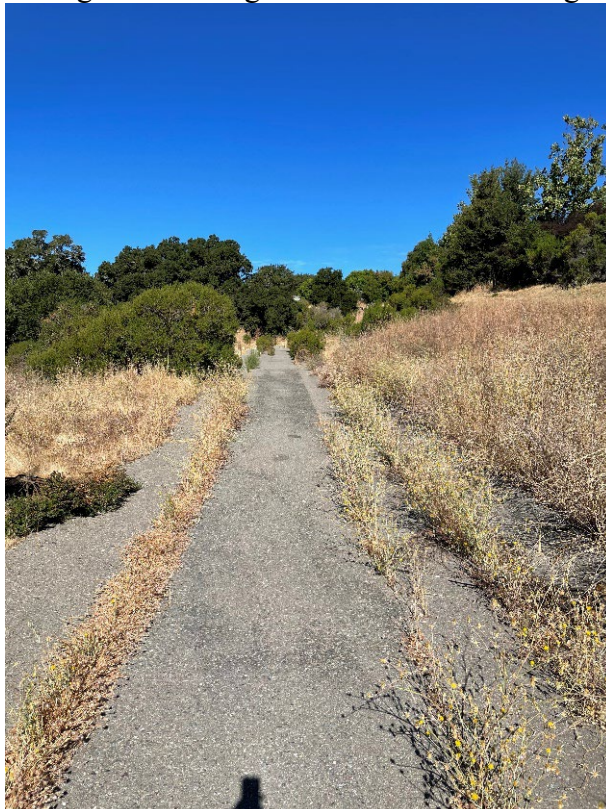


Laurel Creek GHAD Photographs of Representative Conditions

ID LC-32: Concrete drainage ditch overgrown with grasses and weeds, soil accumulated in v-ditch



ID LC-35: Grasses and vegetation overgrown in concrete drainage ditch and access road.



Laurel Creek GHAD Photographs of Representative Conditions

ID LC-36: Erosion at outfall of SD-11, area overgrown with dense grasses and weeds.



ID LC-37: New Concrete V-Ditch Required



Laurel Creek GHAD Photographs of Representative Conditions

ID LC-39: Straw wattle damaged.



ID LC 40: Debris, gravel, soils, leaves in Concrete V-Ditch



Laurel Creek GHAD Photographs of Representative Conditions

ID LC 43: Debris & Trimmed grasses accumulated in concrete-lined drainage ditch.



Moller Ranch GHAD Photographs of Representative Conditions

ID MR-3: Leaves, grass & debris accumulated in concrete drainage ditch for entire v-ditch.



ID MR-4: Earthen swale completely overgrown and filled with soil.



Moller Ranch GHAD Photographs of Representative Conditions

ID MR-6: Cracking in concrete-lined drainage ditch.



ID MR-9: Ditch segment buried with soil and vegetation.



Moller Ranch GHAD Photographs of Representative Conditions

ID MR-12: Outfall in pond overgrown and inlet clogged.



ID MR-18: Cracking and offset in concrete-lined drainage ditch. Soil accumulated in concrete-lined drainage ditch.



Moller Ranch GHAD Photographs of Representative Conditions

ID MR-21: Vegetation overgrown, trimmed grass leaves and debris accumulated in concrete-lined drainage ditch.



ID MR-22: Debris, branches inside DI/CB.



Moller Ranch GHAD Photographs of Representative Conditions

ID MR-25: Cracking in concrete drainage ditch allowing water to actively flow under ditch.



ID MR-26: Concrete drainage ditch blocked with vegetation growing through cracks, standing water in ditch.



Moller Ranch GHAD Photographs of Representative Conditions

ID MR-30: Debris accumulated at drain inlet on north side of road.



MR 31: Road on north side has debris, leaves, soil etc.. Along curb long.



Lemoine Ranch GHAD Photographs of Representative Conditions

ID LR-1: Animal burrowing created a void behind wall.



ID LR-2: Excessive burrowing and erosion exposing footing of wall

Lemoine Ranch GHAD Photographs of Representative Conditions



ID LR-7: Existing grade does not drain to gutter pan.



ID LR-13: Deep erosion gully and collapsing soil along wall. Debris around and inside drain inlet.

Lemoine Ranch GHAD Photographs of Representative Conditions



ID LR-16: Leaves and branches accumulated in earthen ditch.



Lemoine Ranch GHAD Photographs of Representative Conditions

ID LR-17: Overgrown vegetation along drainage ditch.



ID LR-18: Debris, weeds, leaves accumulated in drainage ditch. For majority of V-ditch



Lemoine Ranch GHAD Photographs of Representative Conditions

ID LR-19: Sand bags installed around field inlet



Oak Tree Farm GHAD Photographs of Representative Conditions

ID OTF-1: Erosion rill on slope and access road, jute fabric placed on slope for erosion control.

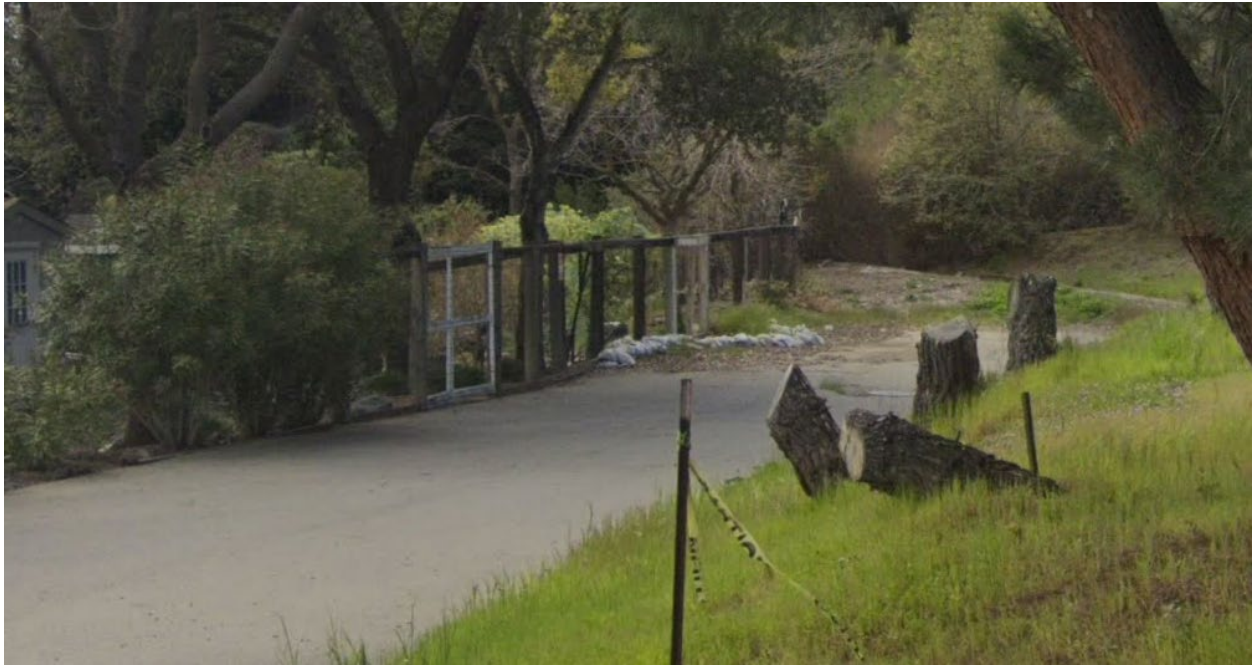


ID OTF-2: Storm drain clogged.



ID OTF-4: Current sandbags runoff directly from private access road above FI#2. Steep Hill

Oak Tree Farm GHAD Photographs of Representative Conditions



ID OTF-5: Overgrown vegetation.

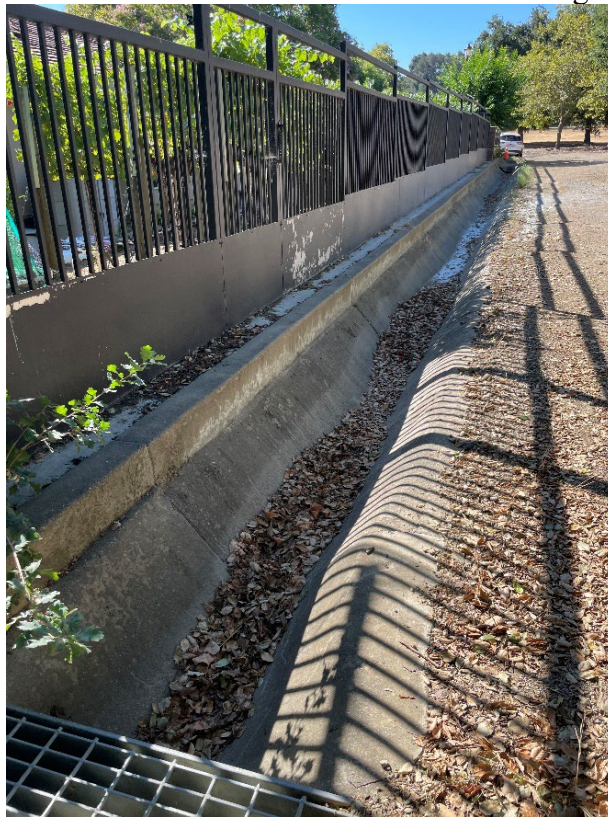


Oak Tree Farm GHAD Photographs of Representative Conditions

ID OTF-6: Degraded wattle along drainage ditch. Debris in V-ditch

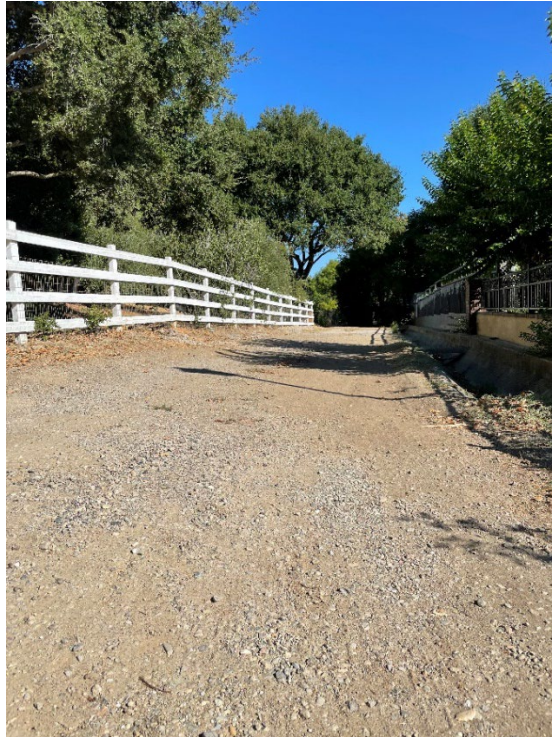


ID OTF-7: Leaves and soil accumulated in drainage ditch.



Oak Tree Farm GHAD Photographs of Representative Conditions

ID OTF-8: Access road erosion.



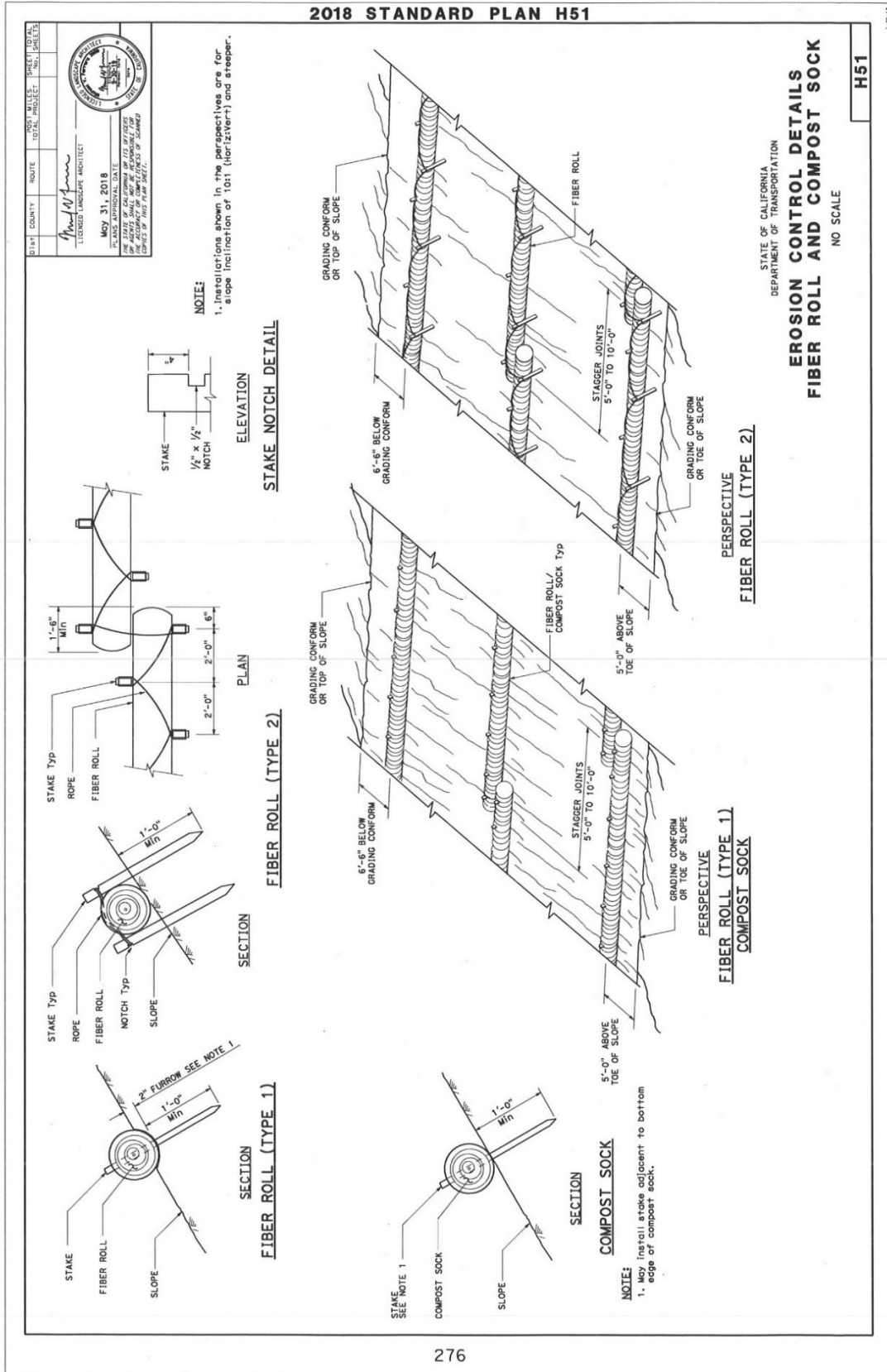
ID OTF-9: Leaves accumulated in concrete drainage ditch.



EXHIBIT E

Applicable Standard Plans

2018 Caltrans STD N51 – Erosion Control



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

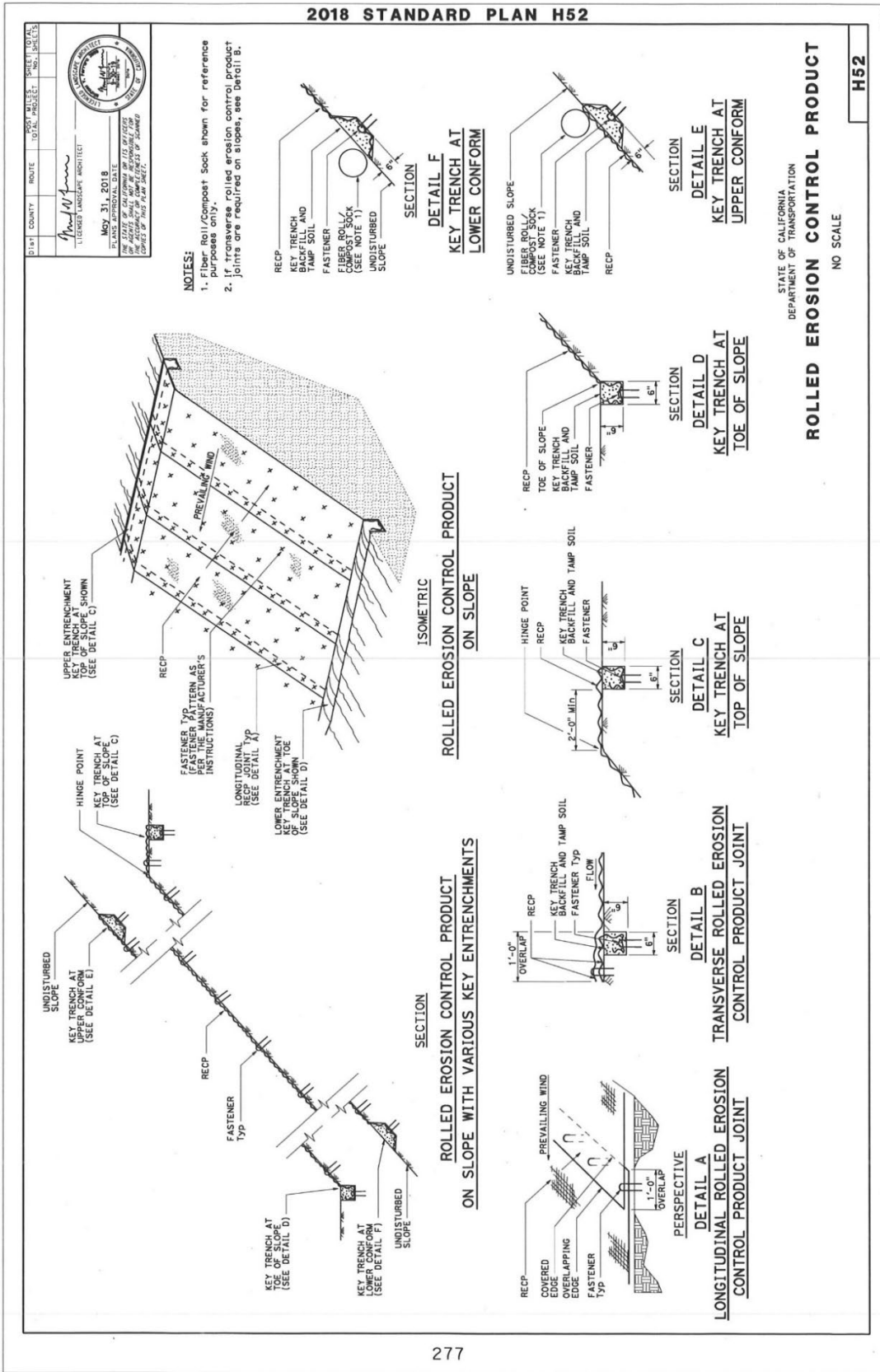
EROSION CONTROL DETAILS
FIBER ROLL AND COMPOST SOCK

NO SCALE

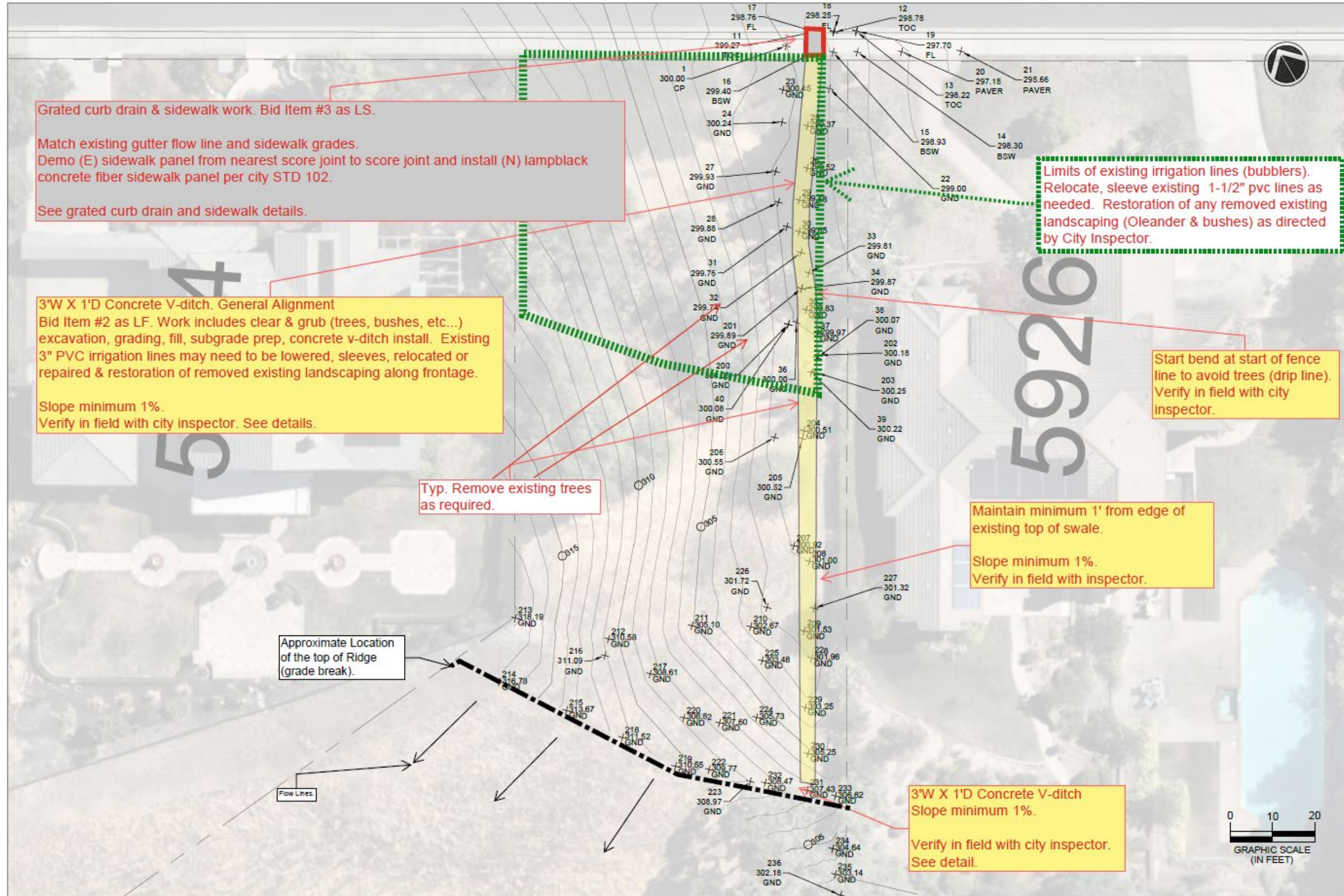
H51

Return to Table of Contents

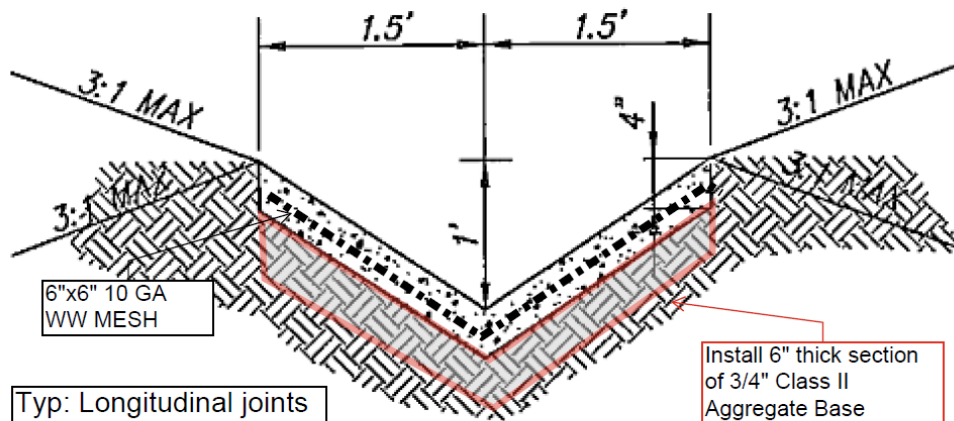
2018 Caltrans STD N52 Rolled Erosion Control Product



Laurel Creek Project ID# 37 Existing Site Survey and General Alignment of Concrete V-Ditch



Laurel Creek Project ID# 37 Detail Sheets



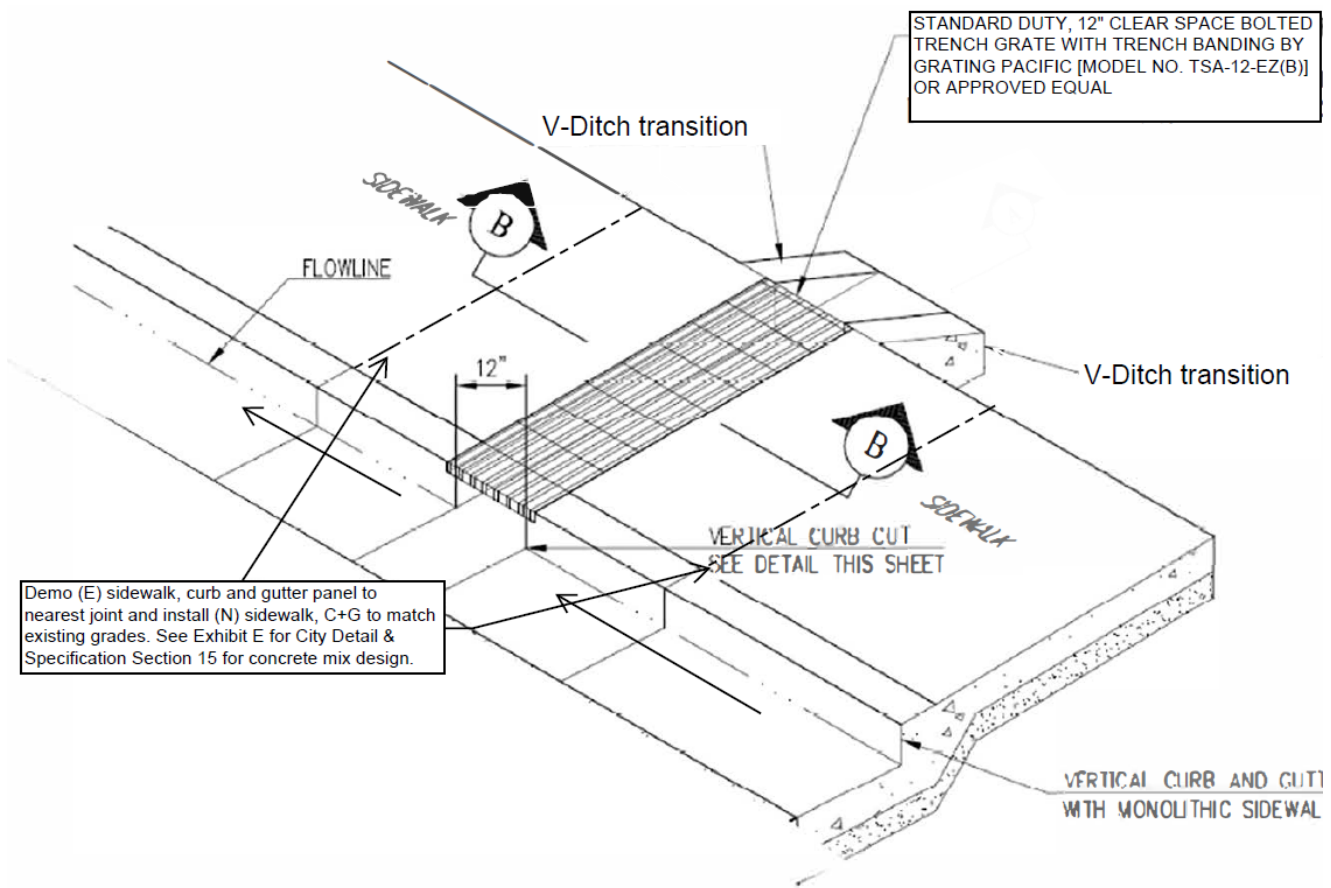
6"x6" 10 GA
WW MESH

Typ: Longitudinal joints
shall be maximum 10'

Install 6" thick section
of 3/4" Class II
Aggregate Base
compact to 95% ASTM
D1557.

**3' WIDE
CONCRETE V-DITCH**

NOT TO SCALE

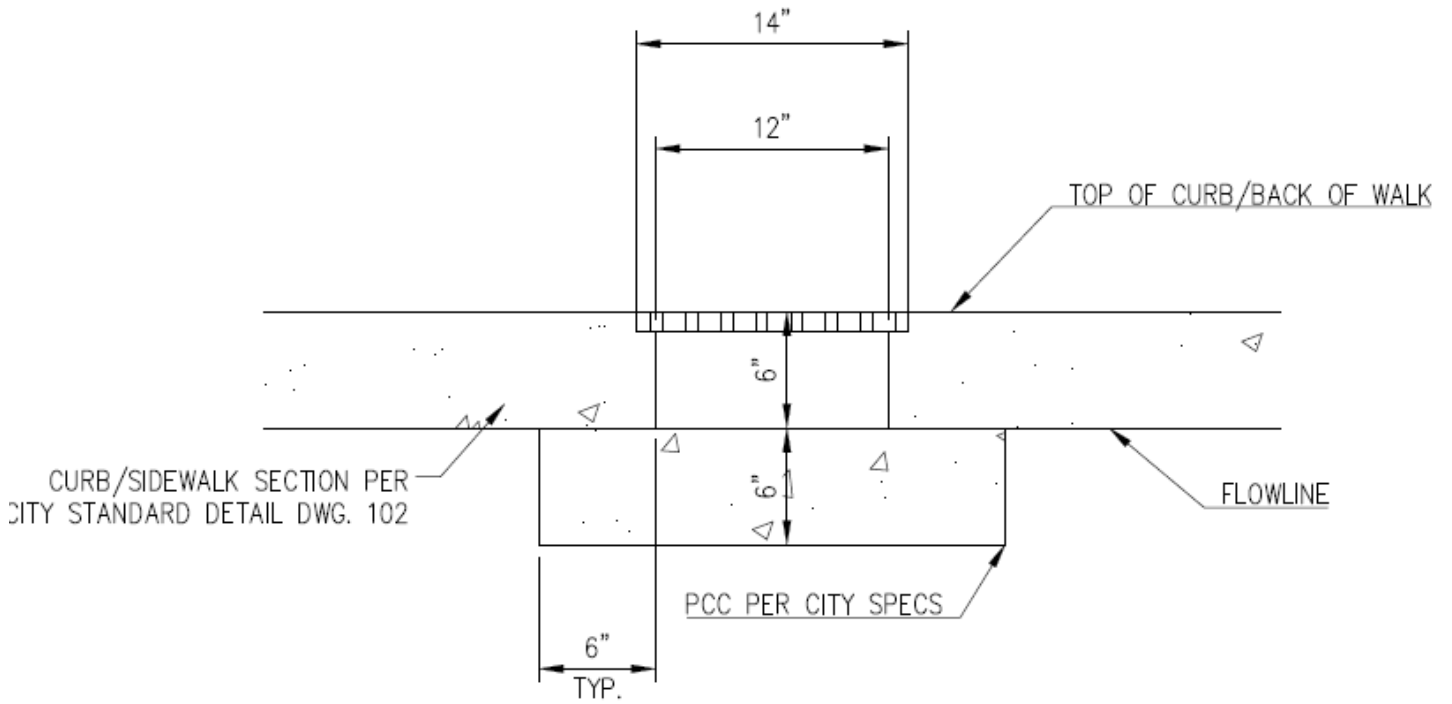


STANDARD DUTY, 12" CLEAR SPACE BOLTED
TRENCH GRATE WITH TRENCH BANDING BY
GRATING PACIFIC [MODEL NO. TSA-12-EZ(B)]
OR APPROVED EQUAL

Demo (E) sidewalk, curb and gutter panel to
nearest joint and install (N) sidewalk, C+G to
match existing grades. See Exhibit E for City Detail &
Specification Section 15 for concrete mix design.

GRATED CURB CUT DETAIL

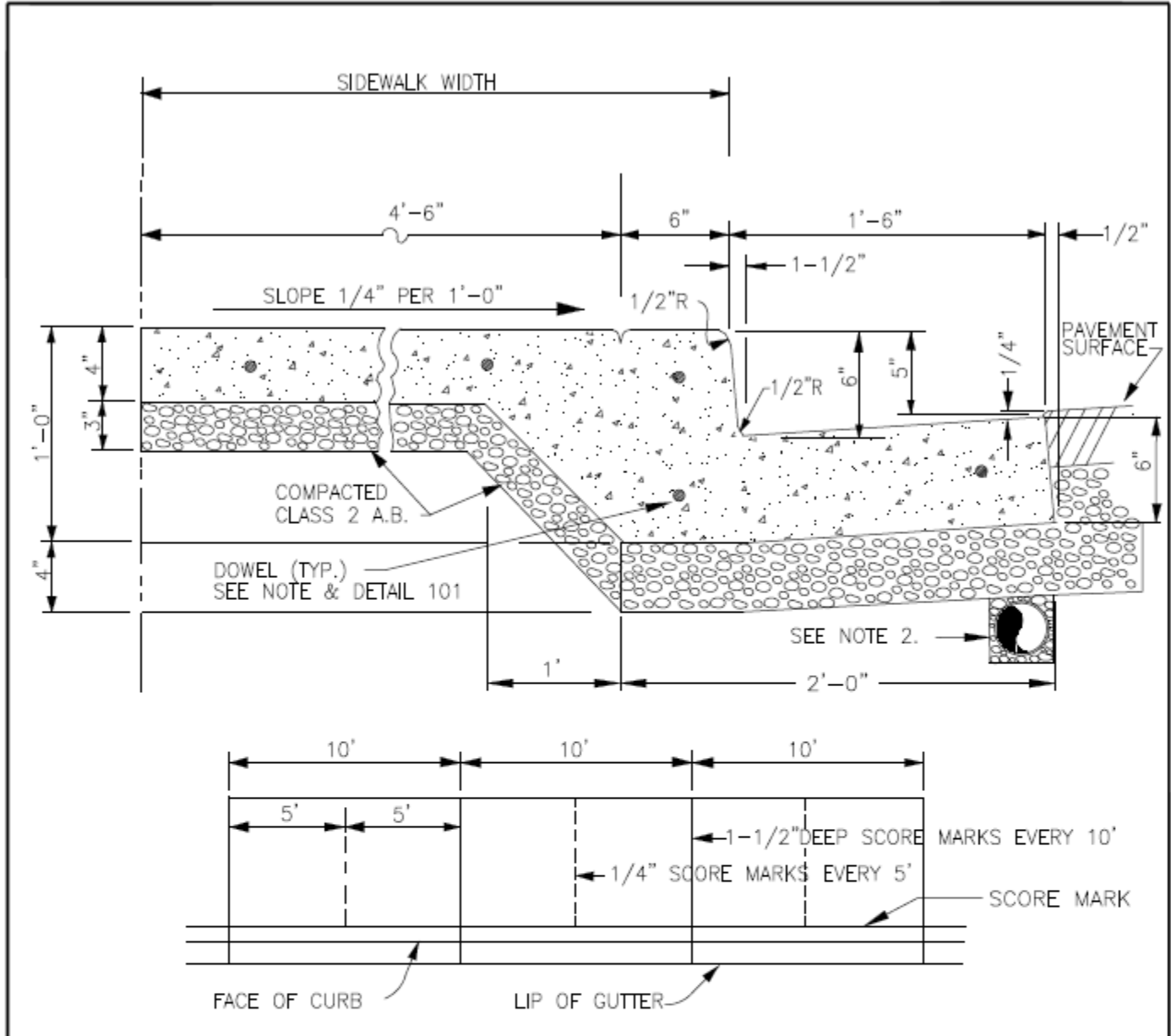
NOT TO SCALE



GRATED CURB CUT SECTION B-B

NOT TO SCALE

City of Pleasanton Standard Detail No. 102



TYPICAL SCORE MARKING DETAIL FOR 5' WIDE SIDEWALK OR LESS

NOTES:

- SEE DETAIL 101 FOR GENERAL CURB, GUTTER & SIDEWALK NOTES.
- INSTALL A SUBDRAIN IN ACCORDANCE WITH DETAIL 209 AS DETERMINED BY THE CITY ENGINEER.

			CITY OF PLEASANTON STANDARD DETAILS TYPE "B" MONOLITHIC CURB, GUTTER AND SIDEWALK		
DRAWN BY: STAFF					DATE : 10/16 DWG NO. 102
CHECKED BY: AN					
SCALE: N.T.S.					