

**PUBLIC WORKS DEPARTMENT, ENGINEERING DIVISION**

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

**Puri Court Storm Drain Improvements  
Project No. 25415**

**Bid Opening Date – March 26, 2025**

**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 2023 and all updates at the time of bid, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.



APPROVED


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



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# NOTICE TO BIDDERS

## Proposals Sought; Time for Receipt

Sealed Bid Proposals will be received by the City Clerk's Office of the City of Pleasanton, Civic Center, in-person at 123 Main Street (or by mail to P.O. Box 520), Pleasanton, CA 94566, until 2:00 p.m., **March 26, 2025**, for work as described in the Plans and Specifications entitled:

### **Puri Court Storm Drain Improvements Project No. 25415**

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 proposes to make storm drain improvements at the portion of Foothill Road and Puri Court.

This work will consist of, but is not limited to, replacing existing storm drain with approximately 415 LF of 48" RCP storm drain and 52 LF of variable sized box culvert, storm drain manhole replacements, headwall replacement, minor concrete work including sidewalk, curb and gutter, valley gutter, and driveway, landscaping and irrigation, and surface restoration.

The Engineer's cost estimate for the project is \$1.3 million.

There will be no pre-bid meeting for this project.

## 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 Public Works Department, Engineering Division of the City of Pleasanton, Civic Center, 200 Old Bernal Avenue, at a cost of **\$35 per set** (with 11x17 plans) or **\$100 per set** (with full-sized plans) 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 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: [ssaklaen@cityofpleasantonca.gov](mailto:ssaklaen@cityofpleasantonca.gov) and [kroberts@cityofpleasantonca.gov](mailto:kroberts@cityofpleasantonca.gov).

## Bid Security and Contract Bonds

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

### Bid Forms

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

City of Pleasanton's City Bids Website:

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

### Bids Received After Deadline

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

### Rejection of Bids

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

### Contractor's License Classification

As provided in California Business & Professions Code Section 7028.15, the City has determined that at the time of bid, the Contractor shall possess a valid **Class A General Engineering Contractor** 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) 931-5658, or by email at [ssaklaen@cityofpleasantonca.gov](mailto:ssaklaen@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: 2/27/25

By:   
Jocelyn Kwong, City Clerk

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# BID PROPOSAL

## Puri Court Storm Drain Improvements Project No. 25415

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 **PURI COURT STORM DRAIN IMPROVEMENTS, PROJECT NO. 25415**, 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.

"Notice for Design & Procurement" will be issued within two (2) calendar days following the execution of the contract.

The project has two distinct Liquidated Damages

1) Storm Drain System Completion (Milestone #1)

The Bidder shall agree to complete all work required and specified for Storm Drain System Completion to be completed no later than **October 15, 2025**. The City will be awarding the contract on April 15, 2025. Bidder shall pay liquidated damages in the sum of **\$5,000 per calendar day** should the successful Bidder fail to complete the required work of Milestone #1 as described herein.

2) General Contract Liquidated Damages.

Bidder shall agree to commence work under this Contract within fifteen (15) calendar days after the date of written "Notice to Proceed" and fully complete the project within **seventy (70) working days** after the start of work. Bidder shall pay as liquidated damages in the sum of **\$2,500 per calendar day** should the successful Bidder fail to complete the work within this time limit unless the successful Bidder is granted a time extension.

Bidder acknowledges receipt of the following addendum:

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

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

Item No.	Quantity (Approximate)	Unit of Measure	Item Description	Unit Price	Total
1	415	LF	48" RCP		
2	52	LF	Box Culvert		
3	2	EA	Type III Storm Drain Manhole (6'-8' Deep)		
4	1	EA	Type III Storm Drain Manhole (8'-10' Deep)		
5	2	EA	Type III Storm Drain Manhole (10'-12' Deep)		
6	1	LS	Headwall w/ Fence		
7	2	EA	Replace 4" Sanitary Sewer Lateral		
8	1	EA	Remove & Replace Catch Basin		
9	3	EA	Trench Dam		
10	85	LF	Remove & Replace Curb & Gutter		
11	2,860	SF	Remove & Replace Sidewalk		
12	1	EA	Remove & Replace ADA Ramp		
13	150	SF	Valley Gutter		
14	645	SF	Exposed Aggregate Driveway		
15	6600	SF	Slurry Seal		
16	1	LS	Striping/Markings		
17	1	LS	Landscaping & Irrigation		
18	1	LS	Remove & Reinstall Major Street Light		
19	1	LS	Traffic Control Plan		



Item No.	Quantity (Approximate)	Unit of Measure	Item Description	Unit Price	Total
20	1	LS	Temporary Construction Easement Implementation		
21	1	LS	BMPs/Storm Water Pollution Control Plan		
22	1	LS	Trench Shoring		
<b>TOTAL</b>				\$	

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

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

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

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

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

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

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

_____ 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,

### PURI COURT STORM DRAIN IMPROVEMENTS PROJECT NO. 25415

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

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

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

\_\_\_\_\_  
Principal

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

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

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

(Notarization of Surety's signature required)

(corporate seal)

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

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

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

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

## BIDDER'S CONTRACT EXPERIENCE

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

1.

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

2.

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

3.

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

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

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

## BIDDER'S LABOR CLASSIFICATIONS

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

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

B. BIDDER'S FINANCIAL RESPONSIBILITY

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

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

C. LIST OF SUBCONTRACTORS

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# INSTRUCTIONS TO BIDDERS

## General

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

## Bid Proposal Form

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

## Delivery of Bid Proposal

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

## Opening of Bid Proposals

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

## Modifications and Alternative Proposals

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

## Contractor's Department of Industrial Relations Registration

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

## Discrepancies in Bid Proposals

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

## Bid Security

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

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

## Miscellaneous

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

## AWARD AND EXECUTION OF CONTRACT

### General

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

### Award of Contract

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

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

In accordance with the provisions of California Business & Professions Code Section 7028.5, the City has determined that at the time that a bid is submitted, the bidder shall possess a valid **Class A General Engineering Contractor** 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

## PURI COURT STORM DRAIN IMPROVEMENTS PROJECT NO. 25415

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

### WITNESSETH:

WHEREAS, the City has awarded to the Contractor a contract for **PURI COURT STORM DRAIN IMPROVEMENTS, PROJECT NO. 25415,**

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

1. Work to be Performed

The City of Pleasanton proposes to make storm drain improvements at the portion of Foothill Road and Puri Court.

This work will consist of, but is not limited to, replacing existing storm drain with approximately 415 LF of 48" RCP storm drain and 52 LF of variable sized box culvert, storm drain manhole replacements, headwall replacement, minor concrete work including sidewalk, curb and gutter, valley gutter, and driveway, landscaping and irrigation, and surface restoration.

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 **PURI COURT STORM DRAIN IMPROVEMENTS, PROJECT NO. 25415,** and addenda thereto, if any.
- B. Contract Change Orders approved by the City Engineer, done in accordance with the Standard Specifications.
- C. The elements of the proposal submitted to the City by the Contractor, which the City has accepted.

2. Compensation. The City shall pay the Contractor for work actually performed at the unit prices set out in the Contractor's proposal to the City as set forth in Exhibit A of this agreement and incorporated herein. The quantities of work

stated therein are estimates only; actual quantities will be measured for payment in accordance with the specifications.

3. Method of Payment.

- A. Progress Payments. As of the twentieth day of each month, the Contractor may submit for review a request for progress payment, listing the amount and value of work actually performed during the preceding month, or part thereof. Upon the City Engineer's review and approval, including adjustments if any, City shall make a progress payment to the Contractor.
  
- B. 5% Retention. Five percent (5%) of the amount due shall be retained by the City as retention. The City shall retain five percent (5%) of the contract amount for thirty-five (35) days after the Notice of Completion for the work is recorded. The Contractor may elect to receive 100 percent of payments due under the contract documents from time to time, without retention from any portion of the payment by the City, by depositing securities of equivalent value with the City in accordance with the provisions of Section 22300 of the California Public Contract Code. Such securities, if deposited by the Contractor, shall be valued by the City, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in Section 16430 of the California Government Code.
  
- C. Time of Payment. Requests submitted promptly as of the 20th day of each month will be paid by the 10th day of the following month.



4. Incorporation of Contract Documents. This Contract expressly incorporates all terms and conditions contained in the Contract Documents. In the event there is any conflict between this Contract and the Contract Documents, this Contract shall control.
5. **Indemnification. Contractor shall indemnify, save and hold harmless from and defend the City, members of the City Council and their agents, servants and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or other detriment or liability arising from or out of acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Contract or any amendments thereto.**
6. Certification re: Workers' Compensation. In accordance with Section 1861 of the California Labor Code, each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
7. Department of Industrial Relations: Pursuant to Labor Code section 1771.1, the Bidder and its Subcontractors must be registered and qualified to perform public work pursuant to section 1725.5 of the Labor Code, subject to limited legal exceptions.
8. Independent Contractor. The Contractor is an independent contractor retained by the City to perform the work described herein. All personnel employed by the Contractor, including subcontractors, and personnel of said subcontractors, are not and shall not be employees of the City.

9. Warranty Against Defects. The Contractor hereby warrants all work done under this contract against all defects in materials and workmanship for a period of 12 months following City's acceptance of said work. If any defects occur within said 12 months, the Contractor shall be solely responsible for the correction of those defects.

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

CONTRACTOR:

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

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

CITY OF PLEASANTON:

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

ATTEST:

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

APPROVED AS TO FORM:

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

**CONTRACTOR'S BOND FOR FAITHFUL PERFORMANCE**

KNOW ALL PERSONS BY THESE PRESENTS:

Whereas, The City Council of the City of Pleasanton, State of California, and \_\_\_\_\_ (“Principal”) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated \_\_\_\_\_, 20\_\_, and identified as **PURI COURT STORM DRAIN IMPROVEMENTS, PROJECT NO. 25415**, 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 **PURI COURT STORM DRAIN IMPROVEMENTS, PROJECT NO. 25415**, is hereby referred to and made a part hereof; and

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

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

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

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

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

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

Principal

Surety

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

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

(signature of Principal and Surety must be notarized)

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## CONTRACTOR'S BOND FOR ONE YEAR MAINTENANCE

### PURI COURT STORM DRAIN IMPROVEMENTS PROJECT NO. 25415

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 **PURI COURT STORM DRAIN IMPROVEMENTS, PROJECT NO. 25415**, and related facilities, then the above obligation shall be void; otherwise to remain in full force and effect.

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

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

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

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

Contractor

Surety

By:

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

By:

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

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

Surety Address:

\_\_\_\_\_

\_\_\_\_\_

Surety Phone No. (\_\_\_\_) \_\_\_\_\_

(attach acknowledgments)



## GENERAL PROVISIONS

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

### SECTION 1. DEFINITIONS AND TERMS

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

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

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

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

City: The City of Pleasanton.

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

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

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

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

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

Project Plans: Drawings specifically prepared for a particular project.

Special Provisions: Specifications specifically prepared for a particular project.

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

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

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

## SECTION 2. SCOPE OF WORK

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

## SECTION 3. CONTROL OF WORK AND MATERIALS

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

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

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

#### SECTION 4. LEGAL RELATIONS AND RESPONSIBILITY

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

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

##### 4-02. State Wage Determination:

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

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

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

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

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

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

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

4-06. Workers' Compensation:

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

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

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

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

(a) Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

(b) Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: **\$5,000,000** 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, property owners granted temporary easement ,and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
  - b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers.

Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

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

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

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

(e) Acceptability of Insurers

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

(f) Verification of Coverage

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



(g) Subcontractors

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

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

## SECTION 5. PROSECUTION AND PROGRESS

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

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

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

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

## SECTION 6. MEASUREMENT AND PAYMENT

6-01. Payments: Attention is directed to Section 9-1.16, "Partial Payments," and 9-1.17, "Payment After Acceptance," of the State Standard Specifications and these City General Provisions.

As of the 20th day of each month, requests for progress payment listing amount and value of work performed during that month may be submitted for review. Upon review and approval or adjustment by the Engineer, progress payment will be made, retaining five percent (5%) of the amount due. Requests submitted promptly as of the twentieth of the month will be paid normally by the tenth of the following month.

The Bidder's attention is directed to the provisions of Section 9 of the Standard Specifications and the following modification, all of which are applicable to this Contract:

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

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

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

6-02. Substitution of Securities in Lieu of Retention: Pursuant to Section 22300 of the Public Contract Code, the Contractor may substitute securities for any money held by the City to insure performance of the contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City or federally-chartered banks as an escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to written agreement in accordance with the provisions of Section 22300. The City shall not certify that the contract has been completed until at least 35 days after filing by the City of a Notice of Completion. Securities shall be limited to those listed in Section 16430 of the California Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon by the Contractor and the City.

## SECTION 7. DISPUTE RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) A chronology of relevant events;

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

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

(4) Summary of issues and damages.

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

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

(C) *Submission Deadlines.*

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

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

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

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

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

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

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

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

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

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

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

(D) *Submission to Mediation*. If the Claim or any portion remains in dispute following the meet and confer conference, within ten working days after the City issues the written statement identifying any portion(s) of the Claim remaining in

dispute, the disputed portion(s) will be submitted for mediation, as set forth below.

7-05. Mediation and Government Code Claims.

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

(B) *Government Code Claims.*

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

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

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

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

7-08. Damages. The Contractor bears the burden of proving entitlement to and the amount of any claimed damages. The Contractor is not entitled to damages calculated on a total cost basis, but must prove actual damages. The Contractor is not entitled to recovery of any alleged home office overhead. The Eichleay Formula or similar formula may not be used for any recovery under the Contract. The Contractor is not entitled to consequential damages, including home office overhead or any form of overhead not directly incurred at the Worksite; lost profits; loss of productivity; lost opportunity to work on other projects; diminished bonding capacity; increased cost of financing for the Project; extended capital costs; non-availability of labor, material or equipment due to delays; or any other indirect loss arising from the Contract.

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

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

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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: Government, Departments, Engineering, Standard Specifications & Details)*

## **SPECIAL PROVISIONS**

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

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

### Good Neighbor Letter and/or Door Knocker

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

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

The letters and door knockers are to be distributed to all entities, businesses and residents that are directly impacted when access to their property may be impeded, and may also include other areas affected which is not restricted to the project’s limit of work.

(SAMPLE LETTER ON FOLLOWING PAGE)

**REQUIRED GOOD NEIGHBOR LETTER (48 HRS Notice)**  
***On Contractor's Letterhead***

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

RE: City Project Name and CIP No. \_\_\_\_\_

Dear Resident:

Please be advised that construction activity will be taking place for the PURI COURT STORM DRAIN IMPROVEMENTS, CIP No. 25415.

Work will begin at [(Time of Day: \_\_\_\_\_) on (Day of week: \_\_\_\_\_), (Date, \_\_\_/\_\_\_/\_\_\_)]. It is anticipated that this work will be completed by (Time of Day: \_\_\_\_\_) on (Day of week: \_\_\_\_\_), (Date, \_\_\_/\_\_\_/\_\_\_), weather permitting. The work will take place Monday thru Friday from XX to XX.

During this time period you may have limited access to your driveway while work occurs in front of your business.

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

Sincerely,

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

Attachment(s): None/List of affected streets  
Sincerely,

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

## 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, 2023 Edition)

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, The contractor shall request clarification from the Project Engineer.

### SECTION 1. GENERAL

#### 1-06 Protection of Existing Facilities and Property

*Add:*

Prior to commencing construction activities and in the presence of the City, the Contractor shall record and document existing conditions along the project alignment and facility sites. Suitable digital photograph and videography shall be captured by the Contractor, including voiceover commentary as appropriate, and submitted for approval by the City.

The photographic and video documentation shall capture existing street striping and markings that will be replaced after final paving. The Contractor shall use the photographic and video documentation to prepare striping and marking plans for each intersection and to locate the striping between intersections prior to installing thermoplastic striping and marking material and reflectors.

The Contractor shall provide the City with a duplicate of the photographic and video documentation once complete.

The Contractor shall repair any damaged irrigation within twenty-four (24) hours of being notified of the incident and make complete restoration within thirty (30) days.

The Contractor shall be responsible for the care and hand watering of trees and plants at the front yard of 3901 Foothill Road during the period of construction.

**The contractor shall review and implement all items outlined in the Temporary Construction Easements (TCE) in Appendix A. The TCE dictates the allowable working hours and conditions for a particular property.**

The City has made arrangements with the residents of Puri Court to allow for one car for each home to park in the temporary parking area to be created and maintained by the contractor in the front yard of 3901 Foothill Road as outlined in TCE for 3901 Foothill Road. The contractor shall ensure that access to and from the homes to the temporary parking at all times while Puri Court is closed to vehicular traffic. The sidewalk along the frontage will

be used as a temporary driveway and will require the contractor to provide a flagger when a resident wants to move a vehicle to and from the temporary parking area.

#### 1-08 Site Protection

*Add:*

The street shall be swept by a street sweeper capable of self-containing debris (no power brooming) when necessary and at least a minimum of once per week.

The Contractor shall be responsible for providing necessary signages and warning devices for site safety for pedestrian and motorist entering and exiting the project site including the Foothill Road sidewalk and the staging area for the entire duration of the construction. The Contractor shall submit a site-specific safety plan for the city's review and approval.

#### 1-12 Storage

*Replace with the following:*

Contractor shall store materials in accordance with Section 6. "Control of Materials," of the State Standard Specifications and Section 1-25B, "Materials and Storage," of these City Standard Specifications.

The City identified the following Potential staging areas as outlined in the TCE exhibits:

- Portion of area located at 2 Puri Court; private residence
- Portion of area located at 3901 Foothill Road; private residence

The Contractor shall not be allowed to stockpile any waste materials on the project site beyond the day on which the waste was generated.

The Contractor will be responsible for installing any necessary access ramps/ driveway entrances and maintaining pedestrian access on the sidewalk within the public right-of-way.

The Contractor will be responsible for replacing any damaged sidewalk and curb and gutter.

The Contractor shall be responsible for installing green privacy screen and secure temporary 6' tall fencing with a locking mechanism at access gate of the staging area in the 3901 Foothill Road and 2 Puri Court.

The Contractor shall install and maintain all necessary general housekeeping and stormwater Best Management Practices (BMP) and take extra precaution to prevent any dust from leaving the construction staging area, laydown yard and project site. In the event the City has to notify the Contractor more than three times of being a "good neighbor" (i.e. dust, noise, trash, etc.) the Contractor will lose use of the construction staging area and

laydown yard site, and will be responsible at their cost to procure a new construction staging area site and relocate the construction laydown yard. The area shall be restored to existing conditions which will include the removal of all construction related materials.

#### 1-16 Lines and Grades and Construction Staking

*Replace with the following:*

The Contractor shall be responsible for establishing all lines and grades for the project as shown and indicated in the Contract Documents, including, but not limited to all construction staking. The Contractor shall be responsible for the accuracy of all construction staking.

All work shall be done in accordance with the lines, grades and elevations shown on the Plans. Staking and marking shall be provided in accordance with Section 5-1.26, "Construction Surveys," of the State Standard Specifications. Stakes and marks shall be carefully preserved by the Contractor. In case such stakes and marks are destroyed or damaged, they will be replaced by the Engineer at the expense of the Contractor.

The Plans were developed using a topographic survey, including utility information. The Contractor shall follow the process below to validate the horizontal and vertical alignment along the pipeline alignments.

1. Call in Underground Service Alert to identify existing utilities.
2. Review Plans, mark out proposed alignment and develop pothole plan. Submit pothole plan and schedule to City.
3. Excavate potholes to verify utility and its horizontal and vertical location.
4. Using the pothole data, verify pipeline alignment and profile defined in the Plans and submit proposed modifications to the City for approval. Allow 10 working days for City review and approval.
5. Proposed modifications may include realignment space permitting.
6. Stake the pipeline alignment prior to initiating pipeline construction.

#### 1-18 Working Hours

*Add:*

Work-hour restrictions also apply to receipt of material and equipment deliveries to staging areas and no equipment shall be operated within staging areas prior to 8:00 a.m.

1-20 Permits and Licenses

*Replace the section entirely as follows:*

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

## 1-21 Progress Schedule

### *Add:*

The general sequence of events as discussed with the residents. Changes to the sequence shall be approved by the engineer.

Stage 1: Mobilization on site and set up staging, pothole and utility verification.

Stage 2: Install pipe, box culvert, manholes, construct new outfall, restore driveway and pavement for access in the vicinity of 4 Puri Court.

Stage 3: Install new pipe, manholes, sanitary sewer laterals, and AC pavement repair at Puri Court.

Stage 4: Install new pipe and manholes, remove and replace street light, rebuild curb and gutter at Foothill Road & Puri Court.

Stage 5: Landscaping and final surface restoration, site demobilization.

Contractor shall submit details of construction activities and timelines to complete each task to the city for review and approval.

Key Schedule Items:

### 4 Puri Court Driveway Closure

The City has worked with the residents of 4 Puri Court to close the driveway for the duration of up to one month to complete all work that will impact the residents to utilize their garage. The month shall start at the beginning of the month, and during that time, the resident may relocate from the home. Changes to the schedule are solely up to the discretion of the owner and shall be asked a minimum of 10 weeks prior to the closure through the City. Emergency access shall be maintained at all times. All work from 14+00 to 14+92 shall be completed during this closure, including all restoration work, with the exception of the installation of fencing on top of the headwall at 14+82. The closure is expected to be from August 4 through 29<sup>th</sup>.

### Special Event at 3901 Foothill Road

3901 Foothill Road will be having a special event between September 27 to October 19, 2025, and no work shall be done on the property, and the staging area will be closed for use. The driveway for 3901 shall always be open unless a closure is approved by the owner. Request for closure shall be made a minimum of 72 hours in advance, with the request routed through the City inspector. The contractor shall plan for the parking of impacted residents who won't have access to their driveway on Puri Court during working hours. The contractor shall continue dust control of the 3901 staging area throughout the duration of the closure period. The contractor



shall remove all stored materials, equipment and stockpiled materials from the staging area. The owner may allow final landscape restoration work to be completed during this period if the area can be fully restored prior to October 10<sup>th</sup> but only upon approval of the owner. Request for landscaping work is solely up to the owner, and request for restoration work in the yard during the closure period shall be made a minimum of 14 days prior to the closure period. The contractor shall assume adjustments to the screened fencing around the staging area will be required in preparation for the event and returned to the approved layout following the event. Storm drain work along Foothill Road from station 10+00 to 10+62 will be allowed from September 27 to October 15, 2025 with no temporary street closures allowed between October 15 through October 19<sup>th</sup>.

### Milestone 1 – Storm Drain System Completion

The contractor shall complete the installation of the storm drain system and outfall modifications from Station 10+00 to 14+92 by October 15<sup>th</sup>, 2025, to have a complete storm drain system operational prior to the start of the rainy season.

### 1-33 Measurement and Payment

*Replace the section entirely as follows:*

Measurement and payment for bid items are described in this section. Full compensation for Work not appearing as a specific bid item but required by the Contract Documents shall be considered as included in the contract unit price paid for the various items of work and no additional compensation will be allowed, therefore. Measurement and payment descriptions within the various sections of the City Standard Specifications, not specifically identified in these Special Provisions, for the various items of work shall still apply.

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

The following work shall be considered as included in the various bid items and no additional compensation will be made therefore:

1. Furnishing all labor, supervision, materials, tools, equipment, and incidentals.
2. Performing earthwork and grading including clearing and grubbing.
3. Potholing and excavation at least 10 working days in advance to locate marked existing utilities along the pipe alignment; requesting utility locating, marking out and receiving approval for potholes, sawcutting pavement, removing existing pavement, excavating and stockpiling soil material, identifying and documenting existing outer diameter of utility, locating the utility horizontally and vertically, placing and compacting backfill material, pavement restoration with temporary asphalt, all restoration; repairing damage, making modifications to or replacing

existing utilities damaged by the Contractor's potholing operations. This is inclusive of all potholes either shown or not shown on the plans.

4. Saw-cutting operation to install the storm drain pipe, storm drain structures, sanitary sewer laterals and second saw-cutting operation (T-Cut) to restore asphalt concrete (AC); trench excavation; cutting and removing of tree roots 4-inches of diameter or less and rock/boulders encountered during excavation; off-hauling and disposing of all excavated material during trench excavation; dewatering and proper disposal of water if encountered; installation of the storm drain/appurtenances with cover as shown on the plans; import, placement and compaction of trench backfill material with specified materials; two-sack slurry between utilities excavation, disposal, and backfill of all abandonments; temporary pavements, sand sealing trench lines; final roadway and surface restoration including asphalt concrete.
5. All coordination, including shutdown coordination with utility companies, garbage collection company, City, residents, public transit, emergency services and other affected agencies; protection of existing facilities and improvements; pre-construction documentation (photographic/video documentation), reporting, and preservation; all required permit acquisitions; obtaining and paying for recycled water for construction including fees and meters; implementing safety equipment, materials, and measures to include but not limited to cut-back, lighted barricades, cones, caution tape, night-lights, project safety signs, daily sweeping, and trench plates to keep the jobsite safe during demolition and construction; daily general housekeeping; USA notification and removal of USA; project signs per CSD 604.
6. Preparation of submittals and resubmittals, maintaining and preparing record drawings.

**Bid Item 1 – 48-inch RCP**

The contract unit price paid per linear foot (LF) of 48-inch RCP measured along the centerline of pipe less the distance between the ends of the pipe in manholes and inlets through which the pipe does not continuously pass shall include all work involved in the installation of the storm drain per Section 12, complete in place, including but not limited to, removal and disposal of the existing 24" storm drain to permit installation; installation of new pipe, gaskets, seals, joint grouting, connection to drainage structures, dewatering, television inspections beyond the initial inspection.

This bid item shall also include installation of up to 15 LF of new 4" PVC storm drain and necessary bends, couplings, sleeves to realign 4" drain into SDMH 205.

This bid item shall also include installation of up to 10 LF of new 12" RCP to reconnect the existing drains to the new manholes.

### **Bid Item 2 – Box Culvert**

The contract unit price paid per linear foot (LF) of Box Culvert measured along the centerline of culvert between the drainage structures shall include all work involved in the design, fabrication, and installation of the culvert per Section 12, complete in place, including but not limited to, removal and disposal of the existing 30" storm drain; 4'x5' to 3'x5' box culvert transition section as shown on the plans (either precast or cast-in-place), 3' x 5' box culvert, joint grouting, gaskets, seals, connection to drainage structures, dewatering, television inspections beyond the initial inspection.

### **Bid Item 3 – Type III SD Manhole (6'-8' Deep)**

The contract unit price paid per each (EA) Type III SD Manhole (6'-8' Deep) shall include all work involved in the design, fabrication, and installation of the storm drain manhole between 6 and 8 ft deep as measured between the rim elevation and the manhole invert per Section 12 and CSD 205, complete in place, including but not limited to, removal and disposal of the existing storm drain manhole; installation of new drain rock, Ramneck, formwork, cast-in-place concrete, steel reinforcement, precast barrel sections, shimming materials, concrete collar, manhole frame and cover per CSD 207, dewatering, television inspections beyond the initial inspection.

### **Bid Item 4 – Type III SD Manhole (8'-10' Deep)**

The contract unit price paid per each (EA) Type III SD Manhole (8'-10' Deep) shall include all work involved in the design, fabrication, and installation of the storm drain manhole between 8 and 10 ft deep as measured between the rim elevation and the manhole invert per Section 12 and CSD 205, complete in place, including but not limited to, removal and disposal of the existing storm drain manhole; installation of new drain rock, Ramneck, formwork, cast-in-place concrete, steel reinforcement, precast barrel sections, shimming materials, concrete collar, manhole frame and cover per CSD 207, dewatering, television inspections beyond the initial inspection.

### **Bid Item 5 – Type III SD Manhole (10'-12' Deep)**

The contract unit price paid per each (EA) Type III SD Manhole (10'-12' Deep) shall include all work involved in the design, fabrication, and installation of the storm drain manhole between 10 and 12 ft deep as measured between the rim elevation and the manhole invert per Section 12 and CSD 205, complete in place, including but not limited to, removal and disposal of the existing storm drain manhole; installation of new drain rock, Ramneck, formwork, cast-in-place concrete, steel reinforcement, precast barrel sections, shimming materials, concrete collar, manhole frame and cover per CSD 207, dewatering, television inspections beyond the initial inspection.

#### **Bid Item 6 – Headwall w/ Fence**

The contract lump sum (LS) price paid for Headwall w/ Fence shall include all work involved in the design, fabrication, and installation of the headwall and fence per Section 12, Plans C2.1, S1.1 and S2.1 and these specifications, complete in place, including but not limited to, removal and disposal of the existing headwall structure and fencing; installation of new backfill material, foundation preparation, concrete, steel reinforcement, formwork, culvert connection, chain link fence/posts/gate, wall drainage system (subdrain pipe, fabric, ¾" drain rock), placement and compaction of backfill behind wall, extension/reconnection of existing 3" pipe, dewatering.

#### **Bid Item 7 – Replace 4" Sanitary Sewer Lateral**

The contract unit price paid per each (EA) Replace 4" Sanitary Sewer Lateral shall include all work involved in replacing the existing sewer lateral per Section 13 and CSD 408, complete in place, potholing to locate the existing lateral; removal and disposal of the existing lateral; capping the existing lateral at the sewer main connection point; new lateral including up to 40 LF of 4" PVC pipe, bends, and fitting to connect to the existing sanitary sewer, boxes, new cleanout.

#### **Bid Item 8 – Remove & Replace Catch Basin**

The contract unit price paid per each (EA) Remove & Replace Catch Basin shall include all work involved in the design, fabrication, and installation of the catch basin per Section 12 and CSDs 201A, 201C, 201D, and 201E, complete in place, including but not limited to, removal and disposal of the existing catch basin; installation of new drain rock, formwork, cast-in-place concrete, steel reinforcement, frame and grate, weep holes, metal, dewatering,

#### **Bid Item 9 – Trench Dam**

The contract unit price paid per each (EA) Trench Dam shall include all work involved in installing the trench dam per Detail 1, Plan C2.1, complete in place, including controlled density fill up to 14 feet deep.

#### **Bid Item 10 – Remove & Replace Curb and Gutter**

The contract unit price paid per linear foot (LF) of Remove & Replace Curb & Gutter shall include all work involved in the removal and replacement of the curb and gutter per Section 15 and CSD 101, complete in place, including saw cutting, removal and replacement of existing curb and gutter, aggregate base, forms, reinforcement, adhesive, dowels, Portland cement concrete, scoring, water-testing, final finish work, and curing of concrete surface improvements.

### **Bid Item 11 – Remove & Replace Sidewalk**

The contract unit price paid per square foot (SF) of Remove & Replace Sidewalk shall include all work involved in removing and replacing sidewalk complete in place, including sawcutting, removal/disposal of concrete/aggregate base, providing Class 2 aggregate base, forming, placing of concrete; dowelling into existing concrete, and finish concrete surface, as shown on the plans, as specified in the Standard Specifications and special provisions, and as directed by the Engineer.

### **Bid Item 12 – Remove & Replace ADA Ramp**

The contract unit price paid per each (EA) Remove & Replace ADA Ramp shall include all work involved in the removal and replacement of the ADA Ramp complete in place, including sawcutting, removal/disposal of concrete/aggregate base, providing Class 2 aggregate base, forming, placing of concrete; as shown on the plans, as specified in the Standard Specifications and special provisions, and as directed by the Engineer.

### **Bid Item 13 – Valley Gutter**

The contract unit price paid per square foot (SF) of Valley Gutter shall include all work involved in constructing the valley gutter per Section 15 and MCSD 109, complete in place, including saw cutting, aggregate base, forms, reinforcement, adhesive, dowels, Portland cement concrete, scoring, water-testing, final finish work, and curing of concrete surface improvements.

### **Bid Item 14 – Exposed Aggregate Driveway**

The contract unit price paid per square foot (SF) of Exposed Aggregate Driveway shall include all work involved in constructing the driveway to match existing conditions per Section 15 and CSD 106, complete in place, including saw cutting, aggregate base, forms, reinforcement, adhesive, dowels, Portland cement concrete, scoring, water-testing, final finish work, and curing of concrete surface improvements. For bidding purposes assume a 6" concrete section over 4" aggregate base.

### **Bid Item 15 – Type II Slurry Seal**

The contract unit price paid per square foot (SF) of Type II Slurry Seal shall include all work involved in slurry seal placement per Section 10, complete in place, including sweeping and clearing all debris from the roadway prior to the slurry seal (including pavement delineators), striping removal (thermoplastic, buttons, markers, and markings); installation of the slurry seal, placement of "No Parking" signs a minimum of 72 hours in advance, and hand carried notification to nearby residents a minimum five (5) working days prior to application of the slurry seal, protection of existing utility appurtenances such as gate valve covers, utility vaults, storm drains, and clean-up of slurry sand and any construction related materials related to the slurry seal.

No adjustments of the unit price shall be made for any increase or decrease in the quantity required by these specifications and project plans, regardless for the reason for such increase or decrease. The Provisions in 9-1.06B, "Increase of More than 25 Percent" and Section 9-1.06C, "Decreases of More than 25 Percent" of the State Standard Specifications shall not apply.

**Bid Item 16 – Striping/Markings**

The contract lump sum (LS) price paid for Striping/Markings shall include all work involved in the removal and replacement of the striping and markings per applicable Caltrans Standard Details and Section 17, complete in place, including but not limited to referencing existing striping / pavement markings; installing and maintaining temporary striping, pavement markings and delineators; cleaning street prior to markings, final striping and pavement markings, disturbed or damaged striping/pavement shall restored using paint.

**Bid Item 17 – Landscaping & Irrigation**

The contract lump sum (LS) price paid for Landscape & Irrigation shall include all work involved in landscaping and irrigation system, tree removal and replacement, soil preparation, complete in place, as shown on the plans, as specified in the Standard Specifications and special provisions and as directed by the Engineer.

**Bid Item 18 – Remove & Reinstall Major Street Light**

The contract lump sum (LS) price paid for Remove & Reinstall Major Street Light shall include all work involved in removal and reinstallation of the street light per Section 18 and CSD 501 to permit storm drain pipe installation, complete in place, including removal and salvage of the existing street light; removal and disposal of the existing footing; reinstalling the street light at the location shown on the plans, new concrete footing, electrical conduit/wiring reconfigurations/connections, temporary light pole with City furnished temporary light fixtures.

**Bid Item 19 – Traffic Control Plan**

The contract lump sum (LS) price paid for Traffic Control Plan shall include all work involved in developing and implementing the traffic control plan per Sections 2 and 12, complete in place, including but not limited to preparing the traffic control plans and pedestrian access plans, coordinating with and providing construction notifications; haul plan; implementation of the traffic control plan including furnishing and placing barricades, warning devices, signage, flaggers, 2 portable message boards, and other traffic control elements to control pedestrian, bicycle and vehicle traffic around and through construction areas as may be required by the Contract Documents and the encroachment permits under which the work is being performed.

### **Bid Item 20 – Temporary Construction Easement (TCE) Implementation**

The contract lump sum (LS) price paid for Temporary Construction Easement Implementation shall include all work involved in following terms and condition included in the TCE agreement and implementing plan as required by the Contract Documents.

### **Bid Item 21 – BMPs/Storm Water Pollution Control Plan**

The contract lump sum (LS) price paid for BMPs/Storm Water Pollution Control Plan shall include all work involved in developing and implementing storm water pollution control measures per Sections 1 and 5, complete in place, including but not limited to, temporary fence at construction yard, preparing and implementing a SWPCP for approval by the City, clean up, all best management practices.

### **Bid Item 22 – Trench Shoring**

The contract lump sum (LS) price paid for Trench Shoring shall include all work involved in implementing, installing, maintaining, protecting, and removing shoring of excavations associated with this project per Section 11, complete in place, including conforming to all applicable laws and safety orders; providing a trench shoring plan prepared by a civil or structural engineer California Labor Code 6705; maintaining and submitting all required permits per California Code of Regulations 341.

Acknowledgement of the submissions for this bid item by the City or Engineer does not constitute review or approval of the designs, design assumptions or criteria, completeness of submission, applicability to areas of intended use or implementation of the plan, all of which are solely the responsibility of the Contractor.

## **SECTION 2. TRAFFIC CONTROL**

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

*Add:*

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

All trenches shall be plated every night, with the exception of the 4 Puri Court driveway, during the closure period. All plates shall be pinned unless otherwise approved by the engineer. If nighttime closures are used, lighted traffic control shall be used.

The Contractor shall allow access to driveways along Puri Court outside of working hours with the exception of 4 Puri Court driveway during the closure period.

The Contractor shall provide a public safety monitor/flagger for traffic control, pedestrian safety, and parking assistance as needed or requested by residence and users of the sidewalk and temporary parking area at the front of 3901 Foothill Road.

The Contractor shall provide a public safety monitor/flagger when interrupting the intersection of Foothill Road and Puri Court. During school commute time when residents are moving their vehicles from the parked area the contract shall provide a monitor/flagger a minimum of 30 minutes before and after the Foothill Highschool bell schedule for start and stop of the day. See Pleasanton Unified School District bell schedule. The Contractor shall provide safety escort for pedestrians (especially the elderly and handicapped) if requested, to gain access to the Puri Court homes during construction hours. The contractor shall maintain a minimum of a 4' pedestrian walkway along the length of Puri Court at all times that is clearly delineated.

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

*Add:*

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

Two (2) Changeable Message Sign (CMS) devices are required on this project to be placed on Foothill road. The CMS shall be delivered and be in operation at least 14 days in advance of the start of work and shall be maintained in continuous operation until project completion. The contractor shall modify the message on the CMS devices to convey accurate messages. The City reserves the right to direct the contractor to relocate locations of CMS devices at no additional cost to the City.

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

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

#### 2-01C Haul Routes

*Replace:*

Haul routes are included in the Project Plans.



## 2-01D Traffic Control Plan

### *Add:*

For all portions of the work, the Contractor shall provide a detailed site-specific traffic control plan including pedestrian, bicyclist, and disabled person's accessibility plan for review and comment by the City Traffic Engineer. No work shall commence until the traffic control plans have been reviewed and commented on by the City Traffic Engineer. These plans shall be prepared by qualified professionals (Traffic Engineers, Civil Engineers, or by Traffic Control Specialists).

Typical traffic control plan shall be submitted for work between intersections. Typical plans shall be prepared for the various lane configurations/geometry that will be encountered throughout the project limits. Traffic control plans shall conform to the most current California MUTCD and State Standard Plan, and traffic control plan must include provisions for driveway access, pedestrians, bicyclist, and ADA requirements.

The Traffic Control Plan shall be prepared and submitted along with the pothole plan for validation of alignment and profile as described in Section 1-16, Lines and Grades and Construction Staking, as modified by these Special Provisions.

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

## 2-01E Traffic Control Restrictions

### *Add:*

The City reserves the right to adjust the traffic control including lane closure hours and the number of traffic lanes closed. A City approved traffic control plan is required prior to the start of work.

When Pleasanton Unified School District Foothill High School is in session, no lane restrictions can be placed on Foothill Road until 30 minutes after the morning bell schedule, and all lane restrictions shall be removed from the roadway 30 minutes prior to the afternoon bell schedule. See the PUSD bell schedule for hours, as there are different bell schedules depending on the day.

When school is in session, work that requires lane restrictions on Foothill Road (work associated with Sta 10+00 to 10+80) shall be permitted to be completed on Saturday from 8 am to 4:30 pm upon the sole discretion of the City. The contractor shall make the request with City a minimum of one week prior.

When Pleasanton Unified School District Foothill High School is not in session, the contractor can reduce traffic lanes between the hours of 9 am to 4 pm.

A minimum of one 10 feet (distance between the edge of cones) in each direction (two-way traffic) and the closure of the turn pocket is allowed during the allowable hours of restriction. Temporary closure (15 minutes or less) of a lane shall be done with a minimum of two flaggers and in accordance with the approved traffic control plan.

Encroachment permits from various entities shall be obtained for the work. Refer to Section 1-20, Permits and Licenses, of these special provisions. Traffic control requirements and restrictions contained in the encroachment permits, if any, shall be accommodated in traffic control planning and execution.

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

#### **3-01 General**

*Add:*

The existing trees indicated on the plans to be saved shall be protected during construction. The contractor is to mark with orange fence the drip line of these trees, and this area under the trees is not to be considered a staging area for equipment or materials.

*Add new section as follows:*

#### **3-03J Temporary Fencing**

Temporary 6' Screen fences shall be furnished, constructed, and maintained around the perimeter of the on and/or off-site storage area(s) and laydown yard(s) located throughout the project and later removed as specified in these special provisions, and as directed by the Engineer.

The Contractor shall cover trench excavations in sidewalk with plywood or traffic steel plates at night as approved by the Engineer.

If existing vegetation outside the limits of work is damaged, mitigation shall be performed by the Contractor, as directed by the Engineer, at no additional cost to the City.

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

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

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

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

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

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

### 8-02A.1 Type

*Replace the entire sentence to:*

Asphalt concrete shall be HMA Type A and shall be produced under the Standard Construction Process.

### 8-03C Asphaltic Emulsion

*Add:*

A paint binder of asphaltic emulsion SS-1 tack coat shall be applied to all vertical surfaces of pavement, curbs, gutters, and construction joints in the surfacing against which additional material is to be placed and to pavement surface prior to overlay. The area to which prime coat or paint binder has been applied shall be closed to public traffic and construction traffic shall be kept off the surface as much as possible. Care shall be taken to avoid tracking of binder material onto existing pavement surfaces beyond the limit of construction. The surface shall be free of water, foreign material, or dust, when the tack coat is applied.

## **SECTION 11. TRENCH EXCAVATION AND BACKFILL**

### 11-02C Upper Trench Backfill Material

*Replace entire paragraph to:*

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

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

*Add:*

The Contractor shall restore the trench as necessary to reopen to traffic daily and backfill and temporary pave/cutback by the end of every week with exception of 4 Puri Court.

Trench plates, if used, shall have a non-skid coating and shall be anchored (pinned) to prevent shifting and wedged to minimize rattling and noise with all edges raped with cutback. All trench plates to remain at the end of the day, in pedestrian areas, shall be flush with the pavement surface.

It is the intent of the City to limit the impacts to the sidewalks. Plates/boards shall be limited to minimal size required and shall be ADA compliant with ramps/wedges along all sides.

## **SECTION 24. MISCELLANEOUS**

*Add new sections as follows:*

### 24-01E – Chain Link Fence & Gate

New chain link fence on the headwall shall be 4 ft high.

Fabric: 48" high galvanized steel 9-gauge core, 8-gauge finish type IV, Class B, Fire Bonded Black PVC coated (2" diamond size) chain link fabric. Bottom shall be knuckle-barbed.

Top, Bottom Rails, Gate Frame: 1-7/8" OD galvanized domestic SS 40 pipe with Black PVC coated finish.

Gate and Line Post: 2-3/8" PD galvanized domestic SS 40 pipe with press steel line tops, Black PVC coated finish. Gate shall be equipped with a 1" plunger rod.

Gate Hinge: 180-degree hinge (2 hinges per leaf) with Black PVC coated finish.

Fence & Gate Fittings: All heavy hot dipped galvanized steel line tops, tension bands, brace bands, post caps, tension bars, rain ends, truss rod tighteners and 3/8" x 1 1/2" galvanized carriage bolts with nuts. All fence fittings to have Black PVC coated finish – bolts and nuts to be painted.

### 24-01J Potholing

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

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

All potholes shall be backfilled and capped with hot mix asphalt within 48 hours.

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

#### 24-01K Construction Sequencing and Constraints

The Contractor must adhere to the following requirements and include in the work schedule.

A. Construction Sequencing:

1. Potholing shall be the first order of work and be completed before any storm drain installation to permit ample time to make necessary elevation / horizontal adjustments to the storm drain alignment. The Contractor shall have Traffic Control Plan reviewed prior to pothole operation.

B. Trench AC patch paving of T-cut shall occur within two weeks of completion of storm drain pipeline construction, including pipe embedment zone and trench zone backfill.

C. Trench restoration temporary paving/scut back shall meet the same expectations as if it was the final paving for the project. The paving shall match or exceed the quality of pavement surface and rideability as the adjacent pavement and shall be free from: depressions (greater than ½"), high spots/swells (greater than ¼"), dips, gouges, potholes, waves, rutting, unevenness, raveling, cracking, bleeding, and settlement.

D. Pedestrian access shall be maintained during construction and flaggers with radio equipment shall be present to direct traffic and assist pedestrian when necessary. A minimum 4 feet wide path shall be delineated by using cones or channelizers at Puri Court.

E. For residence access assistance, the contractor shall assist with the residents or pedestrians to safely enter and exit the walkway during active construction.

F. In the event of an emergency, the contractor shall provide steel plates over the construction area to provide emergency access (fire, ambulance, etc.), if necessary and halt construction activities. **These steel plates for emergency use shall be stored on-site and within quick access and deployment.**

G. The Contractor shall not park in resident driveways without consent from the property owner.

H. The Contractor shall follow the terms and conditions set forth on the temporary construction easement documents.

24-01L Controlled Density Fill

Controlled density fill shall consist of a fluid, workable mixture or aggregate, cement, and water. The aggregate cement and water shall be proportioned by weight. 188 pounds of cement shall be used for each cubic yard of material. The water content shall be sufficient to produce a fluid, workable mix that will flow and can be pumped without aggregate segregation while being placed.

The controlled density fill mix should have a 28-day compressive strength of no more than 300 psi. The aggregate (sand) shall conform to ASTM C33 (for gradation) and shall have a sand equivalent of no less than 75.

# Appendix A

TEMPORARY CONSTRUCTION EASEMENT (DRAFT)

**RIGHT OF ENTRY FOR CONSTRUCTION  
&  
TEMPORARY CONSTRUCTION EASEMENT**  
(3901 Foothill Road, Pleasanton, CA)

This Right of Entry for Construction (the "Agreement") is entered into this \_\_\_\_\_, 2025, between the City of Pleasanton ("City") and Rennie & Diane Bowers (the "Owner"), the owner of real property described in this Agreement.

*RECITALS*

WHEREAS, City is planning storm drain improvements at the Puri Court (the "project"), which is adjacent to Owner's real property commonly known as 3901 Foothill Road (the "Property", APN (941-2766-41)); and

WHEREAS, City's improvements to the Puri Court includes replacing existing storm drain with 48 inches reinforced concrete pipe storm drain and variable sized box culvert, storm drain manhole replacements, headwall replacement, sewer lateral replacement, minor concrete work including curb and gutter, valley gutter, and driveway, landscaping modification and surface restoration; and

WHEREAS, City will also make improvements to Owner's Property as described in this Agreement; and

WHEREAS, Owner is willing to allow City to enter onto portions of the Property to make improvements for the project, as well as make improvements to Owner's Property, subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. Improvements to Owner's Property. Without cost to Owner, the City, its employees and contractors will make the following improvements to Owner's Property as follows:

- a. Clear and grub portion of the front yard to allow for six (6) temporary parking stalls and staging area;
- b. Remove and replace sidewalk, curb and gutter necessary for stabilized entrance and exit to utilize temporary parking stalls and staging area;
- c. Make landscaping modification as per landscaping, planting and irrigation plan;
- d. Remove and replace sewer lateral and connect to city sewer main;
- e. Replace any damaged plantings and irrigation restoring to existing or improved condition within the temporary construction easement area;
- f. As generally shown in Exhibit A and Exhibit B

After completion of the improvements to Owner's Property as described in this Section 1, the City has no further obligations for landscape maintenance or repair of



such improvements except for: 1) city owned utilities and city-maintained facilities, and 2) any defects in materials and workmanship for a period of 12 months following completion of said improvements.

2. Right of Entry for Construction.

a. Owner gives to City, its employees, and contractors a non-exclusive temporary right of entry for construction over, upon and across as shown in Exhibit A and Exhibit B:

- i. the portions of the Property needed to install the improvements described in Section 1, above; and

for the purpose of the City, at City's sole cost and expense, making improvements at the 3901 Foothill Road generally shown in Exhibit A and Exhibit B.

b. City shall not commence work until Owner is given ten (10) business days advance notice. Construction of the Project is anticipated to be completed within three months but may take longer.

c. City shall utilize its best efforts to repair and restore the front yard at extent feasible by September 26, 2025 . The work is estimated to start on or before July 01, 2025. City's contractor shall not perform work in the front yard of 3901 Foothill Road between September 27, 2025, to October 17, 2025.

d. City's contactor to repair damaged irrigation within twenty-four (24) hours of being notified of the incident and make complete restoration within thirty (30) days. City's contactors shall be responsible for hand watering trees and plants during the period of construction of the storm drain improvement and front yard of 3901 Foothill Road.

e. The construction hours for the project anticipated to be from 8:00 a.m. to 5:00 p.m. Monday to Friday. In the event of major changes to the construction working hours, the property owner will be notified by City and/or contractor.

f. City shall not permit any liens to be placed against the Property arising from the work described in this Agreement.

g. Upon completion of the work, City shall, at its expense, repair, replace or restore any damage that the City, its employees or contractors caused to existing improvements on the Property or any other property (real or personal) incident to the work, to a condition of said property immediately prior to it being damaged by City, its employees or contractors.

3. Indemnity and Insurance. City shall indemnify, defend and hold harmless the Owner from any loss, claims, liability, or expenses, including reasonable attorney's fees and costs, for personal injury or death, or property damage, arising out of or in connection with the activities of City, its employees or contractors under this Agreement.

City shall maintain or cause its contractor to maintain a general liability and property damage insurance policy in the minimum amount of \$5,000,000 combined single limit, insuring against all liability in connection with its activities under this Agreement and the indemnity obligations under this Section 3.

4. Notice. Any notice which either party gives to the other shall be in writing and shall be delivered personally upon the other or be sent by mail to the respective parties as follows and with a courtesy copy by email:

OWNER: Rennie & Diane Bowers  
3901 Foothill Road  
Pleasanton, CA 94588  
[arbeez@comcast.net](mailto:arbeez@comcast.net)

CITY: Adam Nelkie  
City of Pleasanton  
123 Main Street  
P.O. Box 520  
Pleasanton, CA 94566  
[anelkie@cityofpleasantonca.gov](mailto:anelkie@cityofpleasantonca.gov)

Either party may, from time to time, designate any other address for this purpose by written notice to the other party, given ten (10) business day notice.

5. Termination. Either party may terminate this Agreement at any time by providing sixty (60) days written notice to the other party.

6. Venue. The venue for any action to interpret or enforce this Agreement shall be the appropriate court in Alameda County, California.

7. Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), Cal. 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 as of the date written above.

**CITY OF PLEASANTON**

**OWNER:**

\_\_\_\_\_  
Gerry Beaudin, City Manager

ATTEST:

\_\_\_\_\_  
Rennie Bowers

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Jocelyn Kwong, City Clerk

---

Diane Bowers

APPROVED AS TO FORM:

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Daniel Sodergren, City Attorney

Exhibit Lists:

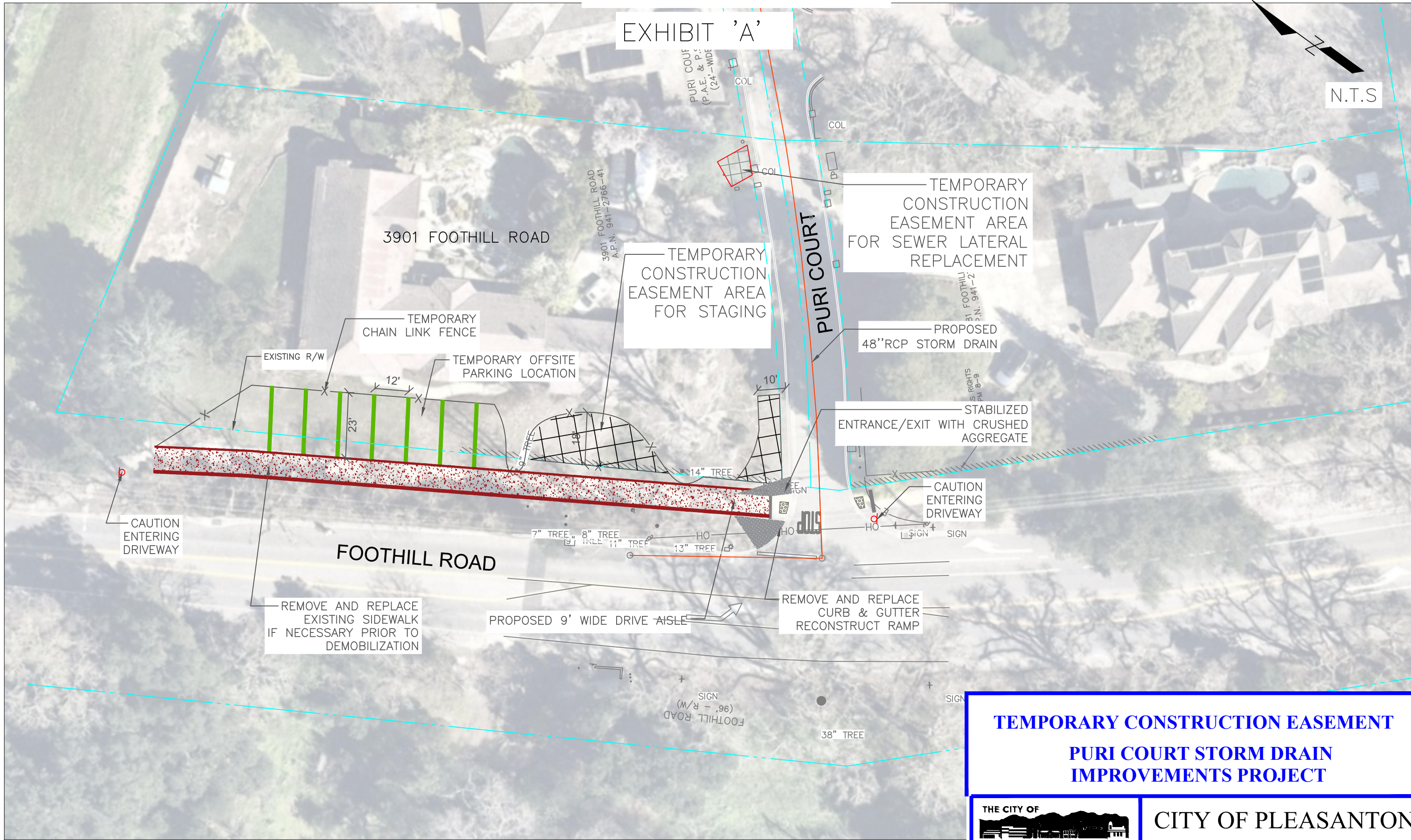
EXHIBIT A – Temporary Construction Easement

EXHIBIT B- Landscaping Plan

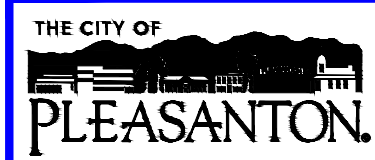
# 3901 FOOTHILL ROAD

## EXHIBIT 'A'

N.T.S

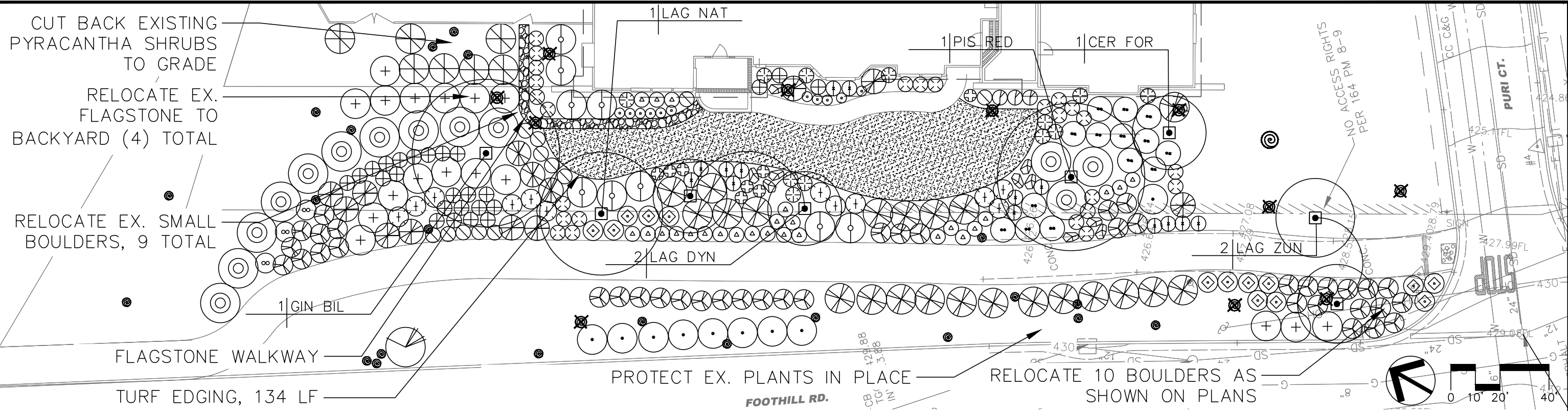


### TEMPORARY CONSTRUCTION EASEMENT PURI COURT STORM DRAIN IMPROVEMENTS PROJECT



CITY OF PLEASANTON  
PUBLIC WORKS DEPARTMENT

Exhibit "B"



**PLANT LEGEND**

- TURF FROM SOD
- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- PROPOSED TREE
- PLANT CALLOUT
- SHRUB MASS
- BOULDER, RELOCATED (10 TOTAL)

**PLANT LIST**

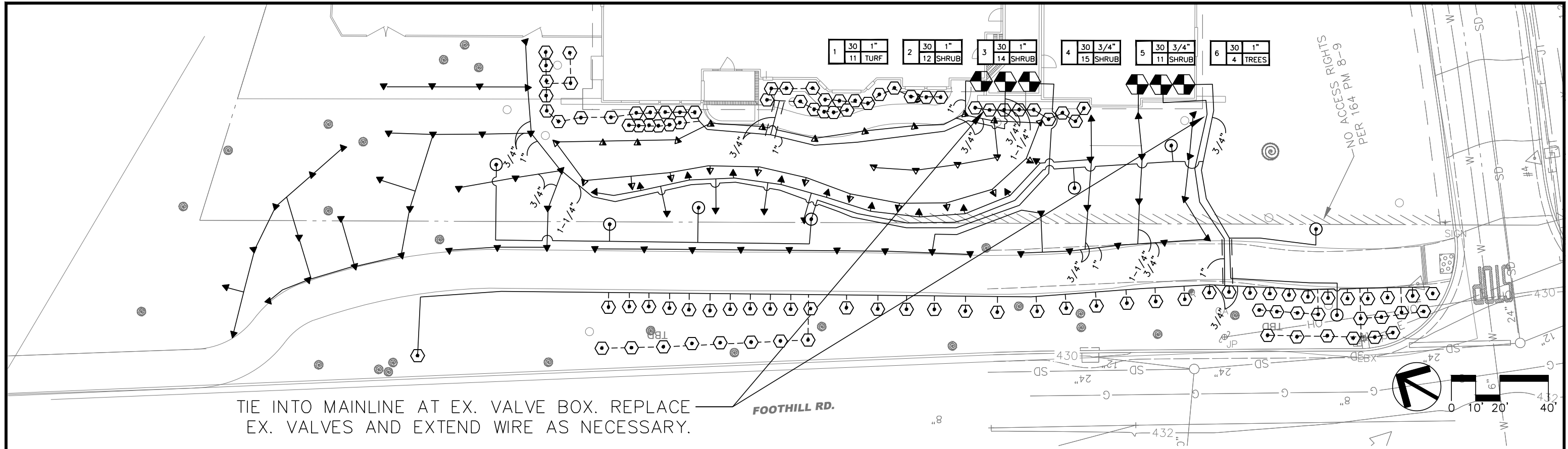
ABBREV.	BOTANICAL NAME	COMMON NAME	SIZE	WATER NEEDS	SPACING	QUANTITY
<b>SHRUBS</b>						
CER CAN	CERCIS CANADENSIS 'FOREST PANSY'	FOREST PANSY REDBUD	15 GAL	M	AS SHOWN	1
GIN BIL	GINKGO BILOBA 'PRINCETON SENTRY'	PRINCETON SENTRY GINKGO	15 GAL	M	AS SHOWN	1
LAG DYN	LAGERSTROEMIA 'DYNAMITE'	DYNAMITE CRAPE MYRTLE	15 GAL	L	AS SHOWN	2
LAG NAT	LAGERSTROEMIA 'NATCHEZ'	NATCHEZ CRAPE MYRTLE	15 GAL	L	AS SHOWN	1
LAG ZUN	LAGERSTROEMIA 'ZUNI'	ZUNI CRAPE MYRTLE	15 GAL	L	AS SHOWN	2
PIS RED	PISTACIA 'RED PUSH'	RED PUSH PISTACHE	15 GAL	L	AS SHOWN	1
<b>GROUNDCOVERS/ROSES</b>						
ACH MIL	ACHILLEA MILLEFOLIUM 'MOONSHINE'	MOONSHINE YARROW	1 GAL	L	2'-0" O.C.	11
BAC PIL	BACCHARIS PILULARIS 'TWIN PEAKS'	DWARF COYOTE BRUSH	1 GAL	L	6'-0" O.C.	17
LIR MUS	LIRIOPE MUSCARI 'MAJECTIC'	MAJECTIC BIG BLUE LILY TURF	1 GAL	M	3'-0" O.C.	12
ROSA CV.	ROSA CV. FLOWER CARPET 'WHITE'	WHITE FLWOER CARPET ROSE	2 GAL	M	3'-0" O.C.	14
ROSA ICE	ROSA 'ICEBERG'	ICEBERG FLORIBUNDA ROSE	2 GAL	M	3'-0" O.C.	12
ROSA OFF	ROSMARINUS OFFICINALIS 'PROSTRATUS'	PROSTRATE ROSEMARY	4-INCH	L	4'-0" O.C.	41
WES LOW	WESTRINGIA FRUTICOSA 'LOW HORIZON'	LOW HORIZON COAST ROSEMARY	1 GAL	L	4'-0" O.C.	14
ACA COU	ACACIA COGNATA 'COUSIN ITT'	COUSIN ITT ACACIA	1 GAL	L	3'-0" O.C.	3
ALS THE	ALSTOEMERIA 'THE THIRD HARMONIC'	THE THIRD HARMONIC PERUVIAN LILY	1 GAL	M	4'-0" O.C.	12
ANI BUS	ANIGOZANTHOS 'RUBY VELVET'	RUBY VELVET KANGAROO PAW	1 GAL	L	2'-6" O.C.	8
CAL LIT	CALLISTEMON 'LITTLE JOHN'	LITTLE JOHN BOTTLEBRUSH	1 GAL	L	3'-0" O.C.	26
COL PUL	COLEONEMA PULCHRUM 'SUNSET GOLD'	SUNSET GOLD BREATH OF HEAVEN	1 GAL	M	5'-0" O.C.	13
HYP MOR	HYPERICUM MORIANUM	GOLD FLOWER	1 GAL	M	3'-0" O.C.	25
LEU SAL	LEUCADENDRON SALIGNUM 'WINTER RED'	WINTER RED CONEBUSH	1 GAL	L	4'-0" O.C.	3
LOR PUR	LOROPETALUM CHI. 'PURPLE MAJESTY'	PURPLE MAJESTY FRINGE FLOWER	5 GAL	L	6'-0" O.C.	9
LOR JAZ	LOROPETALUM CHI. 'JAZZ HANDS'	JAZZ HANDS FRINGE FLOWER	1 GAL	L	5'-0" O.C.	14
OLE LIT	OLEA EUROPAEA 'LITTLE OLLIE'	LITTLE OLLIE OLIVE	1 GAL	VL	8'-0" O.C.	13
PHO FRA	PHOTINIA X FRASERII	FRASIER'S PHOTINIA	5 GAL	M	6'-0" O.C.	7
POL FRU	POLYGALA FRUTICOSA 'PETITE BUTTERFLIES'	PETITE SWEET PEA	1 GAL	M	3'-0" O.C.	25
PRU CAR	PRUNUS CAROLINIANA 'COMPACTA'	COMPACT CAROLINA CHERRY LAUREL	5 GAL	L	6'-0" O.C.	9
RHA CAL	RHAMNUS CAL. 'MOUND SAN BRUNO'	MOUND SAN BRUNO COFFEEBERRY	5 GAL	L	8'-0" O.C.	1
WES BLU	WESTRINGIA FRUTICOSA 'BLUE GEM'	BLUE GEM COAST ROSEMARY	1 GAL	L	6'-0" O.C.	22

**PLANTING NOTES**

- MULCH:** CONTRACTOR SHALL INSTALL A 3-INCH LAYER OF WALK-ON BROWN MULCH IN ALL NEW PLANTING AREAS AND IN THE EXISTING PLANTING AREA BETWEEN THE SIDEWALK AND STREET.
- EXISTING PLANT MATERIAL:** REMOVE ALL DEAD SHRUBS FROM THE PROPOSED PLANTING AREA. PROTECT ALL OTHER EXISTING PLANT MATERIAL (SHRUBS AND TREES) TO REMAIN. REPAIR ANY DAMAGES INCURRED AS A DIRECT RESULT OF THIS CONTRACT TO THE CITY'S SATISFACTION AT NO ADDITIONAL COST.
- GROUNDCOVER:** PROVIDE GROUNDCOVER AT INDICATED ON-CENTER SPACING THROUGHOUT ALL AREAS TO BE PLANTED. GROUNDCOVER SHALL BE PROVIDED UP TO THE WATERING BASIN OF ALL TREES/ SHRUBS.
- QUANTITIES:** THE QUANTITIES SHOWN ON THE LABELS ARE NOT TO BE CONSTRUED AS THE COMPLETE AND ACCURATE LIMITS OF THE CONTRACT. FURNISH AND INSTALL ALL PLANTS SHOWN SCHEMATICALLY ON THE DRAWINGS.
- TOPSOIL:** ALL PLANTING AREAS TO RECEIVE A SIX INCH LAYER OF NATIVE TOPSOIL PER CITY STD. SPECS.
- STANDARDS:** INSTALL ALL PLANTING AND IRRIGATION PER CITY OF PLEASANTON STANDARD DETAILS AND SPECIFICATIONS.
- TREE REMOVAL:** ALL TREES REMOVAL SHALL BE PER CITY STANDARD SPECIFICATIONS.
- TURF FROM SOD:** TURF FROM SOD SHALL BE 90/10 TALL FESCUE MIX, AVAILABLE FROM DELTA BLUEGRASS, OR APPROVED EQUAL. 1,210 SF TOTAL.
- BOULDER INSTALLATION:** INSTALL THE BOULDERS PER THE DIRECTION OF THE CITY LANDSCAPE ARCHITECT SO THAT 1/4 TO 1/3 OF THE BOULDER IS BURIED IN THE GROUND.
- SOILS TESTING:** CONTRACTOR SHALL COLLECT TWO SOIL SAMPLES ONCE THE GRADE HAS BEEN RESTORED TO THE NATIVE GRADE. ONE SAMPLE SHALL BE FOR THE TURF AREA AND ONE FOR THE SHRUBS AND GROUNDCOVER AREA. CONTRACTOR TO AMEND SOILS PER RECOMMENDATIONS FOR THE TEST RESULTS.
- TURF EDGING:** REFER TO THE SITE CONSTRUCTION PLAN.

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<b>REV.</b>	<b>DATE</b>	<b>DESCRIPTION</b>	<p><b>CITY OF PLEASANTON</b> PUBLIC WORKS DEPARTMENT</p>	<p>ADAM M. NELKIE CITY ENGINEER NO. 78830 EXP. 9/30/25</p>	<p><b>PLANTING PLAN</b></p> <p>PURRI COURT STORM DRAIN IMPROVEMENTS</p>	<p>DESIGN: MG</p> <p>DRAWN: SN</p> <p>CHECKED: AN</p> <p>TRAFFIC ENGINEER: MT</p>	<p>SCALE: AS SHOWN</p> <p>PROJECT NO.: 25415</p> <p>DATE: FEB 10, 2025</p>	<p>DWG NO. <b>L3</b></p> <p>10 OF 10</p>
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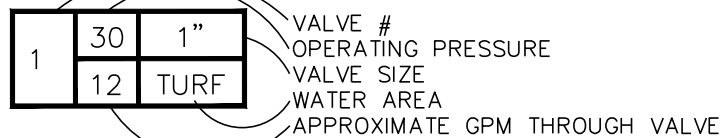
### WATER BUDGET CALCULATIONS

Maximum Applied Water Allowance (MAWA)	Project Type	ETo	ETAF	Special Landscape Area (SLA)	Total Landscape Area including SLA	MAWA (gal/yr)
	Residential	46.2	0.55		8,356	131,842
MAWA = (ETo) * (0.82) * (ETAF) * (LA) + ((1-ETAF) * SLA)						
Estimated Total Water Use (ETWU)		ETo	(SF * PF) / IE	SLA	ETWU (gal/yr)	
		46.2	4.291	-	125,770	
ETWU = (ETo) * (0.82) * ((SF * PF) / IE) * SLA						
Difference between MAWA and ETWU				5,872	Project meets water budget.	

ETWU Calculation (Regular landscape areas)	Zone #	Description	Select Irrigation	Square Feet (SF)	Plant Factor (PF)	Irrigation Efficiency (IE)	(SF * PF) / IE
	1	Parkway	Bubbler	1,918	0.20	0.81	474
Add Hydrozone	2	Turf	Spray	1,200	0.70	0.75	1,128
	3	Shrub	Spray	6,200	0.40	0.75	2,780
	4					#REF!	
Landscape area (not including SLA)				8,308			4,391

### IRRIGATION LEGEND

- ▲ TURF SPRAY, HUNTER, PROS-06-PRS30-MP1000, ARC AS REQUIRED
- ▲ SHRUB SPRAY, HUNTER, PROS-12-PRS30-MP1000, ARC AS REQUIRED
- LATERAL LINE, SCH 40 PVC, SIZE PER PLAN, 3/4" SIZE MINIMUM
- FLEXIBLE PVC PIPE, IPS, 1/2-INCH SIZE
- ⊙ TREE BUBBLER, RAINBIRD 1401, EACH SYMBOL REPRESENTS 2 BUBBLERS PER TREE
- ⊙ SHRUB BUBBLER, RAINBIRD 1401, EACH SYMBOL REPRESENTS 1 BUBBLER PER SHRUB
- SLEEVE, SCH 40 PVC, SIZE AS REQUIRED, MINIMUM OF 2X COMBINED PIPE SIZE
- ◻ REMOTE CONTROL VALVE, HUNTER, ICV SERIES, SIZE PER PLAN

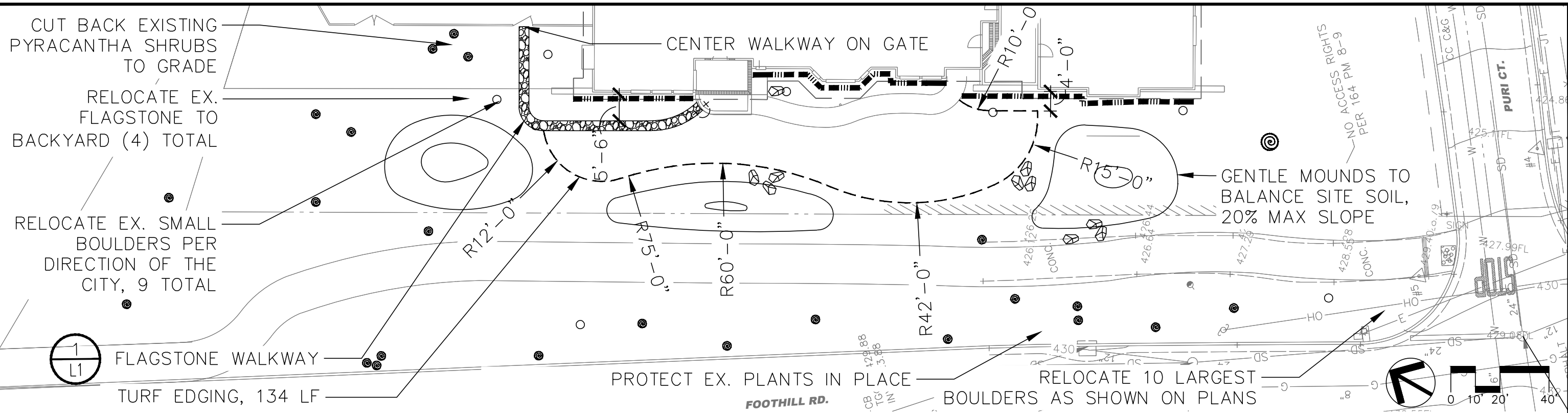


### IRRIGATION NOTES

- SPECIFICATIONS:** SEE IRRIGATION SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- VERIFICATION:** SYSTEM DESIGN IS BASED ON AN ASSUMED PRESSURE OF 30 PSI AND A MAX FLOW RATE OF 15 GPM. VERIFY SAME AND NOTIFY CITY'S REPRESENTATIVE IF SUCH DATA ADVERSELY AFFECTS THE OPERATION OF THE SYSTEM. SUCH NOTICE SHALL BE MADE IN WRITING AND PRIOR TO COMMENCING ANY IRRIGATION WORK.
- UTILITIES:** VERIFY LOCATION OF ALL ON-SITE UTILITIES. RESTORATION OF DAMAGED UTILITIES SHALL BE MADE AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE CITY.
- SCHEMATIC:** SYSTEM FEATURES ARE SHOWN SCHEMATICALLY FOR GRAPHIC CLARITY. INSTALL ALL PIPING AND VALVES IN COMMON TRENCHES WHERE FEASIBLE AND INSIDE PLANTING AREAS WHENEVER POSSIBLE. ALL VALVES SHALL BE LOCATED IN GROUND COVER OR SHRUB AREAS WHENEVER POSSIBLE.
- CODES:** IRRIGATION SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH ALL LOCAL CODES AND MANUFACTURER'S SPECIFICATIONS. NOTIFY CITY'S REPRESENTATIVE BY TELEPHONE AND IN WRITING OF ANY CONFLICTS PRIOR TO INSTALLATION.
- SLEEVING:** CONTRACTOR SHALL INSTALL NEW SLEEVES WHEREVER SHOWN ON PLANS OR REQUIRED FOR THE IRRIGATION.
- MAINLINE BREAK:** SHOULD THE EXISTING MAINLINE BREAK OR BE SHUT OFF FOR ANY REASON DURING THE COURSE OF CONSTRUCTION THE CONTRACTOR SHALL HAND WATER ALL TREES, SHRUBS, TURF, AND GROUND COVER THAT THE EXISTING IRRIGATION SYSTEM WATERS. CONTINUE TO DO SO UNTIL THE IRRIGATION SYSTEM IS OPERABLE.
- EXISTING IRRIGATION MODIFICATION AND TESTING:** CONTRACTOR SHALL REVIEW THE LAYOUT OF THE EXISTING IRRIGATION TO BE MODIFIED WITH THE CITY AND HOMEOWNER PRIOR TO MODIFYING EQUIPMENT. CONTRACTOR SHALL ENSURE THAT ALL EXISTING IRRIGATION SYSTEMS ARE IN WORKING CONDITION AND NOT DAMAGED DURING CONSTRUCTION.
- CERTIFICATE OF COMPLETION:** THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE CITY WITH A CERTIFICATE OF COMPLETION FOR THE PROJECT PER THE WATER EFFICIENT LANDSCAPE ORDINANCE, INCLUDING A 3RD PARTY IRRIGATION AUDIT, PRIOR TO THE SUBSTANTIAL COMPLETION WALK THROUGH.

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REV.	DATE	DESCRIPTION	 <b>CITY OF PLEASANTON</b> PUBLIC WORKS DEPARTMENT	ADAM M. NELKIE CITY ENGINEER NO. 78830 EXP. 9/30/25	<b>IRRIGATION PLAN</b>  PURI COURT STORM DRAIN IMPROVEMENTS	DESIGN: MG	SCALE: AS SHOWN	DWG NO.
						DRAWN: SN	PROJECT NO.: 25415	<b>L2</b>
						CHECKED: AN	DATE: FEB 10, 2025	9 OF 10
						TRAFFIC ENGINEER: MT		



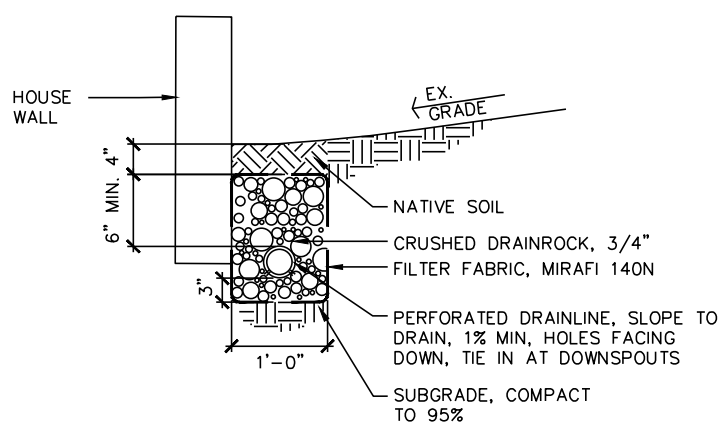
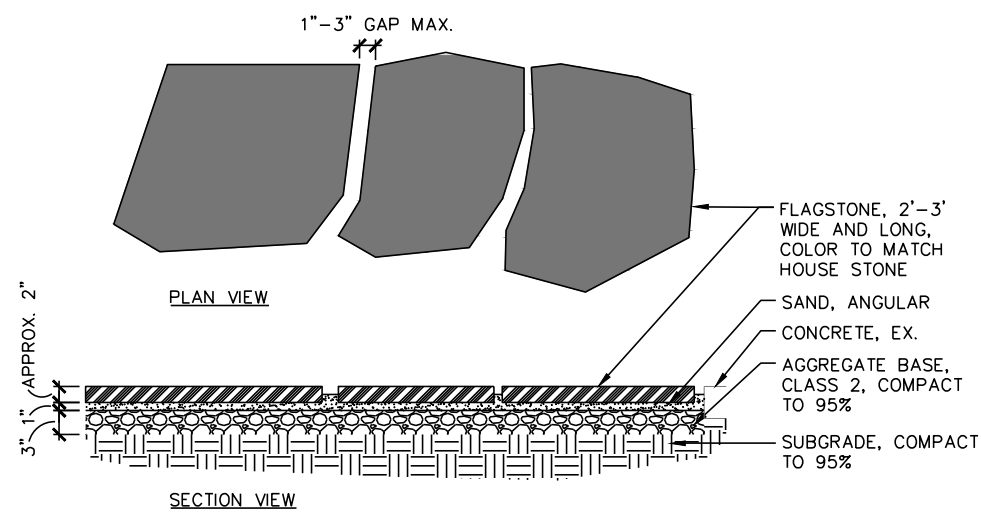
**SITE CONSTRUCTION AND GRADING LEGEND**

- ⊙ EXISTING TREE TO REMAIN
- ⊗ EXISTING TREE TO BE REMOVED
- ⊕ FLUSH CONDITION
- ▨ FRENCH DRAIN
- ⊖ BOULDER, RELOCATED (10 TOTAL)

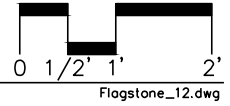
**SITE CONSTRUCTION AND GRADING NOTES**

1. **GRADING AND DRAINAGE:** ALL PROPOSED PAVING AND PLANTING AREAS SHALL SMOOTHLY CONFORM TO EXISTING ADJACENT FEATURES TO REMAIN. PROVIDE POSITIVE DRAINAGE ON ALL PAVING AND THROUGHOUT ALL PLANTING AREAS. FLOOD PAVED AREAS UPON COMPLETION AND RECONSTRUCT ANY LOW SPOTS AS DIRECTED.
2. **TOPSOIL STOCKPILE:** STRIP AND STOCKPILE NATIVE TOPSOIL IN AN AMOUNT SUFFICIENT TO INSTALL A 6 INCH LAYER OF TOPSOIL IN ALL PROPOSED PLANTING AREAS. STOCKPILE LOCATION(S) TO BE DETERMINED DURING CONSTRUCTION.
3. **TOPSOIL PLACEMENT:** CROSS-RIP ALL ROUGH-GRADED PLANTING AREA SUBSOILS AS SPECIFIED PRIOR TO TOPSOIL PLACEMENT.
4. **BACKFILL:** EXCAVATED MATERIAL NOT SUITABLE FOR BACKFILLING SHALL BE REMOVED AND LEGALLY DISPOSED OF OFF-SITE
5. **EXISTING STORM DEBRIS:** THE EXISTING ROCK AND DEBRIS THAT WAS WASHED ON SITE SHALL BE REMOVED AND TAKEN DOWN TO THE NATIVE GRADE PRIOR TO AMENDING THE SOILS. ASSUME 60 CY OF OFFHAUL. CONFIRM EXTENT OF THE OFFHAUL AREA WITH THE CITY PRIOR TO REMOVING DEBRIS.
6. **STANDARDS:** ALL IMPROVEMENTS SHALL BE PER CITY OF PLEASANTON STANDARD DETAILS AND SPECS.
7. **TURF EDGING:** SHALL BE PERMALOC CLEANLINE OR APPROVED EQUAL, BLACK COLOR, INSTALL PER MANUFACTURER'S RECOMMENDATIONS. REVIEW LAYOUT WITH CITY PRIOR TO INSTALLATION.

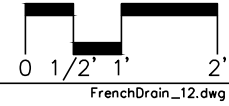
NOTE: INSTALL FLAGSTONE FLUSH WITH ADJACENT PAVEMENT



1 L1 FLAGSTONE WALKWAY



2 L1 FRENCH DRAIN



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REV.	DATE	DESCRIPTION		<b>CITY OF PLEASANTON</b> PUBLIC WORKS DEPARTMENT	ADAM M. NELKIE CITY ENGINEER NO. 78830 EXP. 9/30/25	<b>SITE CONSTRUCTION AND FINE GRADING PLAN</b>  PURI COURT STORM DRAIN IMPROVEMENTS	DESIGN: MG	SCALE: AS SHOWN	DWG NO.
							DRAWN: SN	PROJECT NO.: 25415	<b>L1</b>
							CHECKED: AN	DATE: FEB 10, 2025	8 OF 10
							TRAFFIC ENGINEER: MT		



## RIGHT OF ENTRY FOR CONSTRUCTION

2 Puri Court

This Right of Entry for Construction (the "Agreement") is entered into this \_\_\_\_\_, 2024, between the City of Pleasanton ("City") and Hong Chen & Tao Wang (the "Owner"), the owner of real property described in this Agreement.

### RECITALS

WHEREAS, City is planning storm drain improvements at the Puri Court (the "project"), which is adjacent to Owner's real property commonly known as 2 Puri Court (the "Property", APN 941-2766-40); and

WHEREAS, City's improvements to the Puri Court includes replacing existing storm drain with 48 inches reinforced concrete pipe storm drain and variable sized box culvert, storm drain manhole replacements, headwall replacement, sewer lateral replacement, minor concrete work including curb and gutter, valley gutter, and driveway, and surface restoration; and

WHEREAS, City will also make improvements to Owner's Property as described in this Agreement; and

WHEREAS, Owner is willing to allow City to enter onto portions of the Property to make improvements for the project, as well as make improvements to Owner's Property, subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. Improvements to Owner's Property. Without cost to Owner, the City, its employees and contractors will make the following improvements to Owner's Property as follows:

- a. Remove and replace existing mulch with new mulch (minimum 3-inches cover) in the staging area. Mulch color to be dark brown;
- b. Remove and replace sewer lateral and connect to city sewer main
- c. Remove and replace portion of broken fence and install a metal access gate.
- d. Replace any damaged plantings and irrigation restoring to existing or improved condition within the temporary construction easement area;
- e. As generally shown in Exhibit A.

After completion of the improvements to Owner's Property as described in this Section 1, the City has no further obligations for landscape maintenance or repair of such improvements except city owned utilities and city-maintained facilities.

2. Right of Entry for Construction.

a. Owner gives to City, its employees, and contractors a non-exclusive temporary right of entry for construction over, upon and across as shown in Exhibit A:

- i. the portions of the Property needed to install the improvements described in Section 1, above; and

for the purpose of the City, at City's sole cost and expense, making improvements at the 2 Puri Court generally shown in Exhibit A.

b. City shall not commence work until Owner is given ten (10) business days advance notice. Construction of entire project is anticipated to be completed within three months.

c. City's contractor to repair damaged irrigation within twenty-four (24) hours of being notified of the incident and make complete restoration within thirty (30) days.

d. The construction hours for the project anticipated to be from 8:00 a.m. to 5:00 p.m. Monday to Friday. In the event of major changes to the construction working hours, the property owner will be notified by City and/or contractor.

e. City shall not permit any liens to be placed against the Property arising from the work described in this Agreement.

f. Upon completion of the work, City shall, at its expense, repair, replace or restore any damage that the City, its employees or contractors caused to existing improvements on the Property or any other property (real or personal) incident to the work, to a condition of said property immediately prior to it being damaged by City, its employees or contractors.

3. Indemnity and Insurance. City shall indemnify, defend and hold harmless the Owner from any loss, claims, liability, or expenses, including reasonable attorney's fees and costs, for personal injury or death, or property damage, arising out of or in connection with the activities of City, its employees or contractors under this Agreement.

City shall maintain or cause its contractor to maintain a general liability and property damage insurance policy in the minimum amount of \$2,000,000 combined single limit, insuring against all liability in connection with its activities under this Agreement and the indemnity obligations under this Section 3.

4. Notice. Any notice which either party gives to the other shall be in writing and shall be delivered personally upon the other or be sent by mail to the respective parties as follows:

OWNER: Hong Chen & Tao Wang  
2 Puri Court  
Pleasanton, CA 94588

CITY: City Manager  
City of Pleasanton  
123 Main Street  
P.O. Box 520  
Pleasanton, CA 94566

Either party may, from time to time, designate any other address for this purpose by written notice to the other party, given ten (10) business day notice.

5. Termination. Either party may terminate this Agreement at any time by providing sixty (60) days written notice to the other party.

6. Venue. The venue for any action to interpret or enforce this Agreement shall be the appropriate court in Alameda County, California.

7. Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), Cal. 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 as of the date written above.

**CITY OF PLEASANTON**

\_\_\_\_\_  
Gerry Beaudin, City Manager

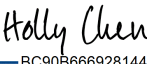
ATTEST:

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

APPROVED AS TO FORM:


\_\_\_\_\_  
Daniel Sodergren, City Attorney

**OWNER:**

Signed by:  
  
BC90B6669281444...  
\_\_\_\_\_  
Authorized Representative

Holly Chen

\_\_\_\_\_  
Name

DocuSigned by:  
  
76994484E62470...  
\_\_\_\_\_  
Authorized Representative

Ian Wong

\_\_\_\_\_  
Name

Exhibit Lists:

EXHIBIT A – Temporary Construction Easement

2 PURI COURT

EXHIBIT 'A'



2 PURI COURT

TEMPORARY CONSTRUCTION  
EASEMENT AREA  
FOR STAGING

INSTALL NEW  
MULCH FOR LANDSCAPING

PROTECT EXISTING TREE

2 PURI COURT  
A.P.N. 941-2766-40

PROPOSED  
48" RCP STORM DRAIN

TEMPORARY CHAINLINK  
FENCING

INSTALL NEW METAL GATE  
AND REPAIR  
BROKEN METAL FENCE

4 PURI COURT  
-2766-39

PURI COURT  
(P.A.E. & P.S.E.)  
(24'-WIDE)

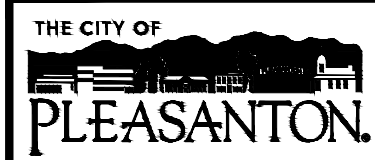
EXISTING FIRE HYDRANT

PURI COURT

TEMPORARY  
CONSTRUCTION  
EASEMENT AREA  
FOR SEWER LATERAL  
REPLACEMENT

3 PURI COURT  
A.P.N. 941-2766-

**TEMPORARY CONSTRUCTION EASEMENT  
PURI COURT STORM DRAIN  
IMPROVEMENTS PROJECT**



**CITY OF PLEASANTON  
PUBLIC WORKS DEPARTMENT**

**RIGHT OF ENTRY FOR CONSTRUCTION  
&  
TEMPORARY CONSTRUCTION EASEMENT  
(4 Puri Court, Pleasanton, CA)**

This Right of Entry for Construction and Temporary Construction Easement (the "Agreement") is entered into on December \_\_\_\_, 2024, between the City of Pleasanton (the "City") and Earl and Maria Holloway (the "Owner"), the owner of real property described in this Agreement.

*RECITALS*

WHEREAS, the City will be constructing storm drain improvements (the "Project") on Puri Court and also on Owner's real property commonly known as 4 Puri Court (the "Property", APN 941-2766-39); and

WHEREAS, the City will construct improvements within Puri Court including but not limited to, replacing the existing storm drain with a 48-inch reinforced concrete pipe storm drain, installing a variable sized box culvert, replacing storm drain manholes, headwalls, and sewer laterals, performing minor concrete work including curb and gutter, valley gutter, driveway and surface restoration; and

WHEREAS, the City will also make improvements to Owner's Property as described in this Agreement; and

WHEREAS, Owner is willing to allow City to enter onto portions of the Property to make improvements for the Project, as well as improvements to Owner's Property, subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. Improvements to Owner's Property. Without cost to Owner, the City and/or its contractors will make the following improvements to Owner's Property as generally depicted in Exhibit A and B:

- a. Remove a portion of Owner's driveway within the Public Service Easement and Temporary Construction Easement, replace removed portion with sanded aggregate concrete finish and salvaged existing decorative bricks; and
- b. Install a valley gutter in Owner's driveway to improve drainage; and
- c. Replace any damaged plantings and irrigation and restore the area to its prior condition.

After completion of the improvements to Owner's Property as described herein, the City shall have no further obligations for landscape maintenance or repair of such improvements except city-owned utilities and city-maintained facilities.

2. Right of Entry for Construction.

a. Owner gives to City, its employees, and contractors a non-exclusive temporary right of entry for construction and temporary construction easement over, upon and across the Property as shown in Exhibit A and B:

b. City shall give Owner a minimum of ten (10) business days advance notice before commencing work. Construction of the Project is anticipated to be completed within three months but may take longer.

c. City shall utilize its best efforts to repair and replace the driveway to provide access within the four weeks. The work shall start on or about July 01, 2025, with an anticipated completion date of July 31, 2025.

d. City's contractor will use its best efforts to repair any damaged irrigation within twenty-four (24) hours of being notified of the incident and shall make complete restoration within thirty (30) days.

e. The anticipated construction hours for the project are from 8:00 a.m. to 5:00 p.m. Monday to Friday. In the event of major changes to the construction working hours, the Owner will be notified by City and/or the City's contractor.

f. The City's contractor shall not permit any liens to be placed against the Property arising from the work described in this Agreement.

g. Upon completion of the work, the City (or its contractor) shall, at its expense, repair or restore, to their prior condition, any improvements on the Property that were damaged by the City and/or its contractor.

3. Indemnity and Insurance. City and its contractor shall hold harmless, indemnify, and defend Owner from any loss, claims, liability, or expenses, including reasonable attorney's fees and costs, for personal injury or death, or property damage, arising out of or in connection with the work being performed as part of the Project.

City shall cause its contractor to maintain a general liability and property damage insurance policy in the minimum amount of \$5,000,000 combined single limit, insuring against all liability in connection with its activities under this Agreement and the indemnity obligations herein.

4. Notice. Any notice which either party gives to the other shall be in writing and shall be delivered personally upon the other or be sent by mail to the respective parties as follows and with a courtesy copy by email:

OWNER: Earl L & Maria C Holloway  
4 Puri Court  
Pleasanton, CA 94588  
mch5531@aol.com

CITY: Adam Nelkie  
City of Pleasanton  
123 Main Street  
P.O. Box 520  
Pleasanton, CA 94566  
anelkie@cityofpleasantonca.gov

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

6. Owner acknowledges in lieu of installing temporary access path and grants easement as shown on Exhibit B, Owner accepts \$6,000 (six thousand dollars).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written above.

**CITY OF PLEASANTON**

**OWNER:**

\_\_\_\_\_  
Gerry Beaudin, City Manager

Attest:

\_\_\_\_\_  
Earl Holloway

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

\_\_\_\_\_  
Maria Holloway

Approved as to form:

\_\_\_\_\_  
Daniel Sodergren, City Attorney

Exhibit Lists:

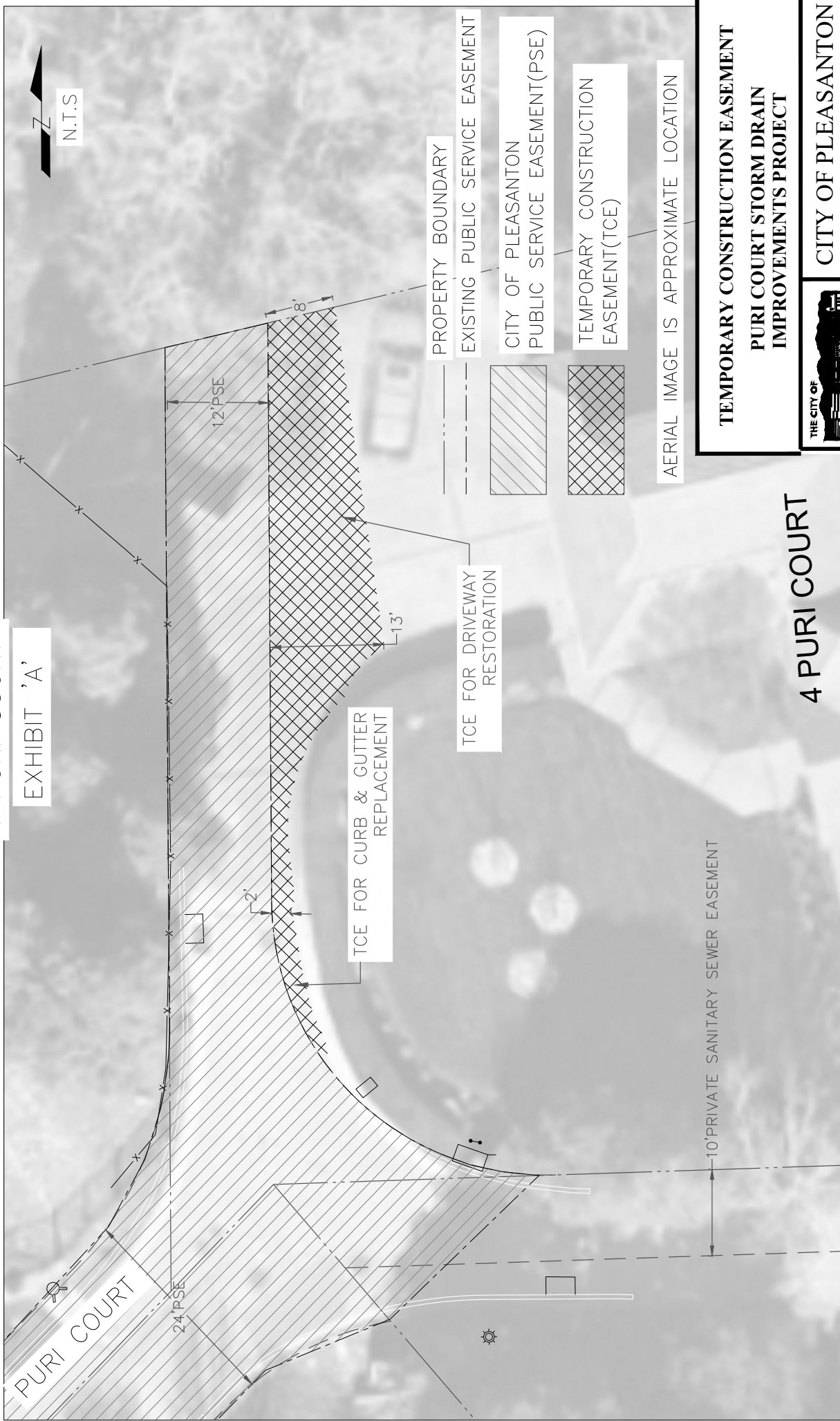
EXHIBIT A – Temporary Construction Easement

EXHIBIT B – Proposed Improvements



4 PURI COURT

EXHIBIT 'A'



- PROPERTY BOUNDARY
- EXISTING PUBLIC SERVICE EASEMENT
- CITY OF PLEASANTON PUBLIC SERVICE EASEMENT(PSE)
- TEMPORARY CONSTRUCTION EASEMENT(TCE)

AERIAL IMAGE IS APPROXIMATE LOCATION

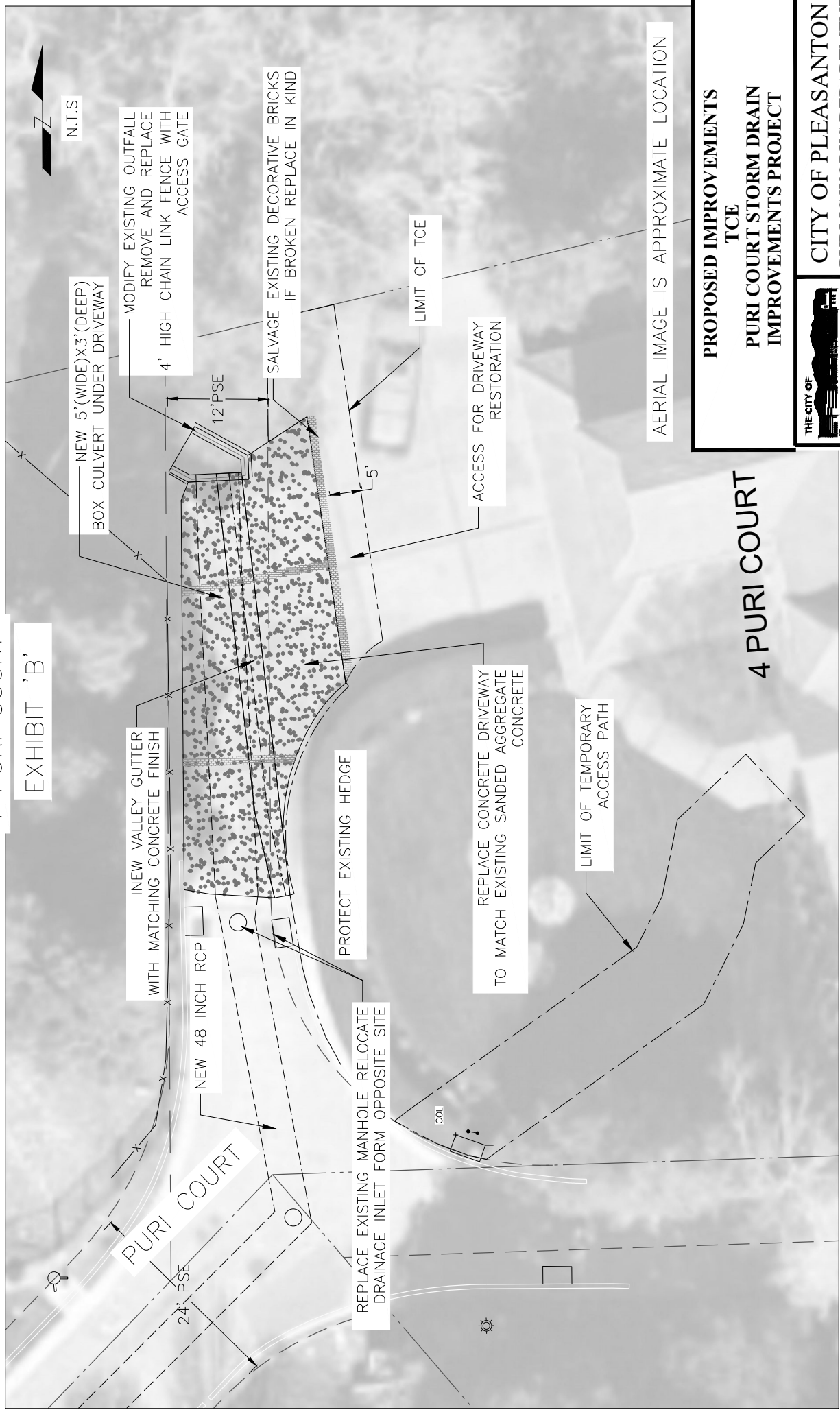
**TEMPORARY CONSTRUCTION EASEMENT**  
**PURI COURT STORM DRAIN IMPROVEMENTS PROJECT**

**CITY OF PLEASANTON**  
 PUBLIC WORKS DEPARTMENT

4 PURI COURT

4 PURI COURT

EXHIBIT 'B'



**PROPOSED IMPROVEMENTS**  
**TCE**  
**PURI COURT STORM DRAIN**  
**IMPROVEMENTS PROJECT**



**CITY OF PLEASANTON**  
 PUBLIC WORKS DEPARTMENT

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