CLAYTON CITY COUNCIL
REGULAR MEETING AGENDA

TUESDAY, JULY 7, 2026
7:00 PM
Hoyer Hall, Clayton Community Library
6125 Clayton Road, Clayton, CA 94517

Members of the public may participate virtually in the Clayton City Council meeting and provide public comment, please join via Zoom. However, the City cannot guarantee that the public's access to teleconferencing technology will be uninterrupted, and technical difficulties may occur from time to time. In the event of these difficulties, the City will comply with the Brown Act and its Disruption Policy, which may mean public meetings will continue despite technical difficulties for participants using the teleconferencing option.

We do not recommend watching the meeting on YouTube if you plan to speak, as the livestream may be delayed.

At the time and date of the meeting, please click this URL to join the webinar:
https://us02web.zoom.us/j/87013308207?pwd=Cseb8FiFZXHszhqXSPA1SHLTAjNzoM.1
Meeting ID: 870 1330 8207 | Meeting Password: 121212
Dial 669-444-9171 to join by phone

Remote Public Comments: When the Mayor invites public comment for the item on which you would like to comment, please use the "raise hand" feature (or press *9 if connecting via telephone only and press *6 to unmute/mute) to alert staff you have a public comment to provide.

Jeff Wan, Mayor

Richard Enea, Vice Mayor — Jim Diaz, Councilmember
Holly Tillman, Councilmember — Kim Trupiano, Councilmember

---

1. CALL TO ORDER AND ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT ON NON-AGENDA ITEMS

Members of the public may address the City Council on non-agendized items within the Council's jurisdiction in person by submitting a Speaker Card to the City Clerk or via Zoom by following the instructions provided at the top of the agenda. To ensure an orderly meeting and an equal opportunity for everyone, each speaker is limited to three (3) minutes, or the time established by the Mayor. In accordance with State Law, no action may take place on any item not appearing on the posted agenda. The Council may respond to statements made or questions asked or may at its discretion request staff to report back at a future meeting concerning the matter.

Public comment and input on other agenda items will be allowed when each item is considered by the Council.

4. INTERVIEWS - PLANNING COMMISSIONERS

(a) Select Interview Questions and Conduct Interviews to Fill Three Vacancies on the Planning Commission for a Two-year Term, Ending June 30, 2028

5. CONSENT CALENDAR

The Consent Calendar includes routine items that are to be enacted by one motion. There will be no separate discussion of these items. If discussion is requested, the item will be removed from the Consent Calendar and considered separately.

(a) Approve June 16, 2026 Regular Meeting Minutes and June 29, 2026 Special Meeting Minutes

(b) Adopt Resolution No. 26-2026 Revising the City of Clayton's Appropriations (Gann) Limits Applicable During Fiscal Year 2025-26 and Approving the City's Gann Limit for Fiscal Year 2026-27

(c) Adopt Resolution No. 27-2026 Adopting the 2028 Neighborhood Paving Project for Fiscal Year 2027-28 Funded by *SB 1: The Local Road Repair and Accountability Act of 2017* for Submission to the State to Access Road Maintenance and Rehabilitation Account (RMRA) funds

(d) Authorize the City Manager to Sign Amendment #1 with Brightview Tree Service, Extending the Term of the Contract to June 30, 2027, and increasing the Not to Exceed Amount to $240,000, this is an increase of $120,000 for tree trimming and removal services for FY2026-27.

(e) Authorize the City Manager to sign Amendment #1 with Verdanta for weed abatement services, extend the contract from August 20, 2026 to June 30, 2027, and increase the "not to exceed" limit to $240,000; this is an increase of $120,000 for weed abatement services for FY2026-27.

(f) Authorize the City Manager to sign Amendment #1 with Bel Air Mechanical, Inc. to extend the contract from July 16, 2026 to June 30, 2027, and increase the "not to exceed" limit to $60,000; this is an increase of $40,000 for heating, ventilation and air conditioning (HVAC) maintenance and repair services for FY2026-27.

6. RECOGNITIONS AND PRESENTATIONS

7. REPORTS

(a) City Manager's Report

(b) City Council/Committees Reports

8. PUBLIC HEARINGS

(a) Conduct a Public Hearing and Consider Approval of Resolution No. 28-2026 on the Proposed Annual Levy of Assessments for the Diablo Estates at Clayton Benefit Assessment District for Fiscal Year 2026/27

(b) Conduct a Public Hearing and Consider Adopting Resolution No. 29-2026 to Call a General Municipal Election and Consolidate with the Statewide General Election to Extend the term of the Landscape and Maintenance District (LMD) until June 30, 2037 and the Levy of Assessments based on a Revised Rate and Method of Apportionment (RMA) for the existing LMD and setting rules and deadlines for submittal of arguments for and against the tax measure

9. ACTION ITEMS

(a) Appoint Council Members to an Ad Hoc Committee to Author Direct and Rebuttal Arguments for the Landscape and Maintenance District (LMD) extension to June 30, 2037 and the revised Rate and Method of Apportionment of the assessment for the November General Election Ballot.

(b) Adopt Resolution No. 30-2026 Appointing Three (3) Individuals to the Planning Commission for a Two-Year Term, ending June 30, 2028.

(c) Adopt Resolution No. 31-2026 Approving the Engineer's Report and Proposed Assessments for the Operation & Maintenance of Streetlights in the Streetlight Assessment District for Fiscal Year 2026/27

(d) Award of a Construction Contract to Bay Cities Paving and Grading, Inc. from Concord, CA in an amount not to exceed $2,383,114 for the 2026 Clayton Neighborhood Street Rehabilitation Program (CIP Project No. 2026P)

(e) Introduction of Ordinance No. 504, Adding Section 2.02.040 to the City of Clayton Municipal Code, Under Title 2 Administration and Personnel Chapter 2.02 – General Municipal Election, Relating to the Electronic Filing of Fair Political Practices Commission Campaign Disclosure Statements

10. ADJOURNMENT

The next regularly scheduled meeting will be August 18, 2026. For meeting information and materials, please visit the City's website.

Meeting Information and Access

- A complete packet of information containing staff reports and exhibits related to each public item is available for public review in City Hall located at 6000 Heritage Trail and on the City's website.
- Agendas are posted at: 1) City Hall, 6000 Heritage Trail; 2) Library, 6125 Clayton Road; 3) Ohm's Bulletin Board, 1028 Diablo Street, Clayton; and 4) City's website.
- Any writings or documents provided to a majority of the City Council after distribution of the agenda packet and regarding any public item on this agenda will be made available for public inspection in the City Clerk's office located at 6000 Heritage Trail during normal business hours and is available for review on the City's website.
- If you have a physical impairment requiring special accommodation to participate, please call the City Clerk's office at least 72 hours (about 3 days) before the meeting at (925) 673-7300.
- E-mail Public Comments: Public comment may also be sent to the City Clerk by 12:00 p.m. on the day of the meeting. All e-mailed public comments will be forwarded to the entire committee and made part of the official meeting file.

Each person attending the meeting who wishes to speak on an agendized or non-agendized matter (within the council's jurisdiction), shall have a set amount of time to speak as determined by the Mayor.

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Kris Lofthus, City Manager

DATE: July 7, 2026

SUBJECT: Select Interview Questions and Conduct Interviews to Fill Three Vacancies on the Planning Commission for a Two-year Term, Ending June 30, 2028

BACKGROUND

Four candidates have applied for the three available seats on the Planning Commission. The four applicants are Maria Shulman, Nate Brzovich, Tony Lozoya and Charlie Schmidt.

ATTACHMENTS

1. ATT A - Planning Commission Applications

CITY OF CLAYTON

Founded 1857 .. Incorporated 1964

APPLICATION FOR APPOINTMENT TO CITY BOARDS AND COMMISSIONS

NOTE: ***Committee members / Commissioners may be required to file Statements of Economic Interest disclosing investments, interest in real property, income, loans, etc., as well as mailing address and telephone number.***

INDICATE YOUR PREFERENCE

(X) PLANNING COMMISSION*

( ) FINANCIAL SUSTAINABILITY COMMITTEE*

( ) TRAILS AND LANDSCAPING COMMTTEE*

( ) CONTRA COSTA ADVISORY COUNCIL ON AGING

( ) CONTRA COSTA COUNTY LIBRARY COMMISSION

( ) CONTRA COSTA COUNTY MOSQUITO & VECTOR CONTROL DISTRICT

( ) CONTRA COSTA TRANSPORTATION AUTHORITY CITIZENS ADVISORY COMMITTEE

* SUPPLEMENTAL QUESTIONS MAY BE REQUIRED

This application is public record. Return form to City Hall, 6000 Heritage Trail, Clayton, CA 94517.

Name of Applicant (please print) Nate Brzovich

I hereby apply for appointment to Planning Commision

(Name of Committee / Commission)

1. General Employment Experience:

Occupation Vice President of Sales

Present employer Retiree First

2. Education and special training

B.S. Business Administration - Saint Mary's College of California

Life & Health Agent License

AHIP Certified

3. Organization and Community Activity Experience:

Planning Commissioner - February 2025 to Present

Ygnacio Valley Christian School Board Member - January 2024 to June 2025

Clayton Valley Little League Board Member - December 2025 to Present

4. Other experience which you feel would be helpful to bring to the attention of the City Council in making this appointment.

See attachment for response.

5. Statement of philosophy relating to the responsibilities of this committee/ commission:(Attach additional sheets if necessary)

See attachment for response

6. Please answer the following questions:

- Do you reside within the city limits? x YES ____ NO
- Length of residency in Clayton 11 Years
- Do you have business and/or investments which may result in a possible conflict of interest?
  _____ YES x NO

  If YES, please explain:

7. Why are you interested in serving on this Committee?

See attachment for response

8. In your opinion, what are the greatest community needs within the scope of the Committee?

See attachment for response

Other interests and hobbies:

See attachment for response

List two references with phone numbers:

Angus Cannon - 831-214-6840

Mike McGrath - 650-670-0102

Signature of Applicant: [signature]

Date: 6/10/2026

Reasonable Accommodation Clause:
The City of Clayton will make reasonable efforts to accommodate persons with disabilities.
Please advise the City of Clayton of any special needs in advance by calling:
(925) 673-7300



CITY OF CLAYTON
PUBLIC CONTACT FORM FOR
COMMITTEE AND COMMISSION APPLICANTS

Name of Committee or Commission: Planning Commission

Name of Applicant / Appointee: Nate Brzovich

Address of Applicant / Appointee: [redacted]

Home Telephone Number: _____

Work Telephone Number: N/A

Cell Telephone Number: 925-949-3024

Email Address: [redacted]

Mark at least one (1) public phone number:

My home telephone number(s) may be released for public contact:
_____ YES X NO

My work phone number(s) may be released for public contact:
_____ YES X NO

My cell phone number(s) may be released for public contact:
X YES _____ NO

My e-mail address may be released for public contact:
_____ YES X NO

My address above may be released to the public: ____ YES X NO

CITY OF CLAYTON

Founded 1857 – Incorporated 1964

Supplemental Question(s) for

PLANNING COMMISSION

Name of Applicant (please print) Nate Brzovich

What do you consider to be the role of a City Planning Commissioner?

See attachment for response

Question 4: Other experience which you feel would be helpful to bring to the attentionof the City Council in making this appointment.

A: Over the past year and a half serving on the Clayton Planning Commission, I have gained valuable experience evaluating land use applications, interpreting municipal policies, and balancing community interests with the City's long-term planning objectives. This experience has strengthened my understanding of the Commission's role in supporting thoughtful, consistent, and transparent decision-making while ensuring projects are evaluated on their merits and in accordance with established regulations and planning principles.

In my professional role with RetireeFirst, I work extensively with public sector organizations, including cities, counties, school districts, and other governmental entities throughout California and across the country. This experience has provided me with a broad perspective on public administration, governance, stakeholder engagement, and the importance of responsible stewardship of public resources. It has also reinforced the value of collaboration, accountability, and strategic planning in serving the needs of residents and taxpayers.

Together, these experiences have equipped me to continue contributing a practical, balanced, and community-focused perspective to the Planning Commission while supporting the City's efforts to preserve Clayton's character and thoughtfully plan for its future.

Question 5: Statement of philosophy relating to the responsibilities of thiscommittee/ commission

A: I believe the Planning Commission's responsibility is to ensure that land use and development decisions are made fairly, consistently, and in accordance with the City's General Plan and Municipal Code. The Commission must balance the rights of property owners with the interests of the broader community while preserving the character, safety, and quality of life that make Clayton a desirable place to live. Thoughtful planning requires considering both current needs and the long-term impact of decisions on future generations.

Question 7: Why are you interested in serving on this Committee?

A: Serving on the Planning Commission has been a rewarding opportunity to give back to the Clayton community and help guide decisions that affect the City's future. During my time on the Commission, I have developed a greater appreciation for the importance of thoughtful planning, community engagement, and objective decision-making.

I am seeking reappointment because I believe I can continue to make a meaningful contribution through the experience I have gained during my current term, my professional work with public sector organizations, and my commitment to preserving the character and quality of life that make Clayton such a desirable community. I would be honored to continue serving the residents of Clayton in this role.

Question 8: In your opinion, what are the greatest community needs within the scope of the Committee?

A: Within the Planning Commission's scope, one of the greatest community needs is ensuring that Clayton continues to plan thoughtfully for its future while preserving the character, quality of life, and small-town atmosphere that residents value. The Commission plays an important role in balancing local priorities with evolving state requirements, including housing objectives established by the California Department of Housing and Community Development (HCD).

As Clayton works to meet its housing obligations, it is important that growth be planned responsibly, with careful consideration given to infrastructure, traffic, public safety, environmental impacts, and neighborhood compatibility. Equally important is ensuring that development proposals and planning initiatives are evaluated consistently and objectively in accordance with the City's General Plan and Municipal Code, while maintaining meaningful community engagement throughout the planning process so residents have the opportunity to provide input on decisions that affect the future of the City.

The Planning Commission's responsibility is to help ensure that Clayton remains a vibrant and desirable community while thoughtfully balancing state mandates, local needs, and the long-term interests of current and future residents.

Other interests and hobbies

I enjoy spending time with my wife, coaching my daughters' softball teams, and taking walks with our dog, Seger. Coaching youth sports has become one of my favorite activities, as it allows me to support young athletes, connect with local families, and give back to a community that has given so much to my family. When time permits, I also enjoy golfing, hunting, fishing, and watching sports.

What do you consider to be the role of a City Planning Commissioner?

Having served as a Planning Commissioner, I believe the role is to help guide the City's growth and development in a manner that is consistent with the General Plan, Municipal Code, and long-term vision of the community. A Planning Commissioner must evaluate land use proposals objectively, consider public input, and weigh the potential impacts of decisions on residents, businesses, infrastructure, public safety, and the environment.

The role also requires a commitment to preparation and due diligence. Commissioners should thoroughly review meeting materials, come prepared to ask questions, and seek clarification when additional information is needed to fully evaluate a proposal. Thoughtful planning decisions should be based on a complete understanding of the facts and potential impacts, ensuring that recommendations and determinations are made carefully rather than in haste.

In addition, Planning Commissioners must balance local priorities with evolving state requirements, including housing and land use mandates, while preserving the character and quality of life that residents value. Equally important is ensuring that decisions are made fairly, transparently, and based on established policies rather than personal preferences.

Ultimately, a Planning Commissioner serves as a steward of the community, helping ensure that growth, development, and planning decisions are thoughtful, well-informed, and aligned with both the City's immediate needs and its long-term vision for future generations.

CITY OF CLAYTON

Founded 1857 .. Incorporated 1964

APPLICATION FOR APPOINTMENT TO CITY BOARDS AND COMMISSIONS

NOTE: ***Committee members / Commissioners may be required to file Statements of Economic Interest disclosing investments, interest in real property, income, loans, etc., as well as mailing address and telephone number.***

INDICATE YOUR PREFERENCE

( ) PLANNING COMMISSION*

( ) FINANCIAL SUSTAINABILITY COMMITTEE*

( ) TRAILS AND LANDSCAPING COMMTTEE*

( ) CONTRA COSTA ADVISORY COUNCIL ON AGING

( ) CONTRA COSTA COUNTY LIBRARY COMMISSION

( ) CONTRA COSTA COUNTY MOSQUITO & VECTOR CONTROL DISTRICT

( ) CONTRA COSTA TRANSPORTATION AUTHORITY CITIZENS ADVISORY COMMITTEE

* SUPPLEMENTAL QUESTIONS MAY BE REQUIRED

This application is public record. Return form to City Hall, 6000 Heritage Trail, Clayton, CA 94517.

Name of Applicant (please print) Tony Lozoya

I hereby apply for appointment to Planning Commision

(Name of Committee / Commission)

1. General Employment Experience:

Occupation Califiornia General Manager & VP

Present employer Newtron Electrical & Instrumentation

2. Education and special training

State of NY - Bachelors of Science Electrical & Instrumentation

MIT - PE Certification in Sustainability

Manage two offices (Bay Area & LA Basin) in California (300 employees) in a implementing projects in challenging CA energy sector

3. Organization and Community Activity Experience:

Past Turtle Creek HOA Treasurer - 2 terms

Past Usher - Bay Church - 5 Years

Secular fraternity - Freemason - 25 years

4. Other experience which you feel would be helpful to bring to the attention of the City Council in making this appointment.

Notary Public - 12 years

Instructor at local Trade school - 2007-2014

5. Statement of philosophy relating to the responsibilities of this committee/ commission:(Attach additional sheets if necessary)

Navigating emotional and heated topics regardiing community planning requires de-escalation, active listening, and emotional regulation.

6. Please answer the following questions:

- Do you reside within the city limits? X YES ____ NO
- Length of residency in Clayton 17 Years
- Do you have business and/or investments which may result in a possible conflict of interest?
  _____ YES X NO

If YES, please explain:

7. Why are you interested in serving on this Committee?

Giving back to the community strengthens social bonds and fosters a profound sense of purpose.

8. In your opinion, what are the greatest community needs within the scope of the Committee?

The greatest needs in California's small communities center on diverse housing, accessible healthcare, economic diversification, and reliable infrastructure.

Other interests and hobbies:

Vintage automobiles and hyper-performance motor sports —

List two references with phone numbers:

Mike Deffe - 409-790-9157

Rick Egner - 208-421-6156

Signature of Applicant: _____

Date: 5/25/2026

Reasonable Accommodation Clause:
The City of Clayton will make reasonable efforts to accommodate persons with disabilities.
Please advise the City of Clayton of any special needs in advance by calling:
(925) 673-7300



CITY OF CLAYTON
PUBLIC CONTACT FORM FOR
COMMITTEE AND COMMISSION APPLICANTS

Name of Committee or Commission: Planning Commission

Name of Applicant / Appointee: Tony Lozoya

Address of Applicant / Appointee: [redacted]

Home Telephone Number: _____

Work Telephone Number: 925-229-2030

Cell Telephone Number: 925-595-7007

Email Address: [redacted]

Mark at least one (1) public phone number:

My home telephone number(s) may be released for public contact:
X YES _____ NO

My work phone number(s) may be released for public contact:
X YES _____ NO

My cell phone number(s) may be released for public contact:
X YES _____ NO

My e-mail address may be released for public contact:
_____ YES X NO

My address above may be released to the public: _____ YES X NO

CITY OF CLAYTON

Founded 1857 . . . Incorporated 1964

Supplemental Question(s) for

PLANNING COMMISSION

Name of Applicant (please print) Tony Lozoya

What do you consider to be the role of a City Planning Commissioner?

In small communities, the planning commission fosters resilience, unites residents around a shared vision, and aligns limited resources with local character. Planners act as "swiss army knives" by balancing zoning, economic development, and infrastructure to ensure the town thrives without losing its unique charm. The primary point of a Planning Commissioner is personal development and community development. The role should aim to build a better society by developing the moral character of its citizens and uniting them in dedicated community service. The Commission should focus on grassroots civic engagement, promoting social harmony, and providing continuous cordial communication for improvement within all local neighborhoods.

C Schmidt

CITY OF CLAYTON
Founded 185 .. Incorporated 1964

APPLICATION FOR APPOINTMENT TO CITY BOARDS AND COMMISSIONS

NOTE: ***Committee members / Commissioners may be required to file Statements of Economic Interest disclosing investments, interest in real property, income, loans, etc., as well as mailing address and telephone number.***

INDICATE YOUR PREFERENCE

(✓) PLANNING COMMISSION*

( ) FINANCIAL SUSTAINABILITY COMMITTEE*

( ) TRAILS AND LANDSCAPING COMMTTEE*

( ) CONTRA COSTA ADVISORY COUNCIL ON AGING

( ) CONTRA COSTA COUNTY LIBRARY COMMISSION

( ) CONTRA COSTA COUNTY MOSQUITO & VECTOR CONTROL DISTRICT

( ) CONTRA COSTA TRANSPORTATION AUTHORITY CITIZENS ADVISORY COMMITTEE

* SUPPLEMENTAL QUESTIONS MAY BE REQUIRED

This application is public record. Return form to City Hall, 6000 Heritage Trail, Clayton, CA 94517.

Name of Applicant (please print) Charles Schmidt
I hereby apply for appointment to Planning Commission
(Name of Committee / Commission)

1. General Employment Experience:
Occupation Chemist
Present employer United Chemical Technologies (UCT)

2. Education and special training
Bachelor's in Chemistry & Biology
Master's in Biochemistry
Ph.D. Analytical Chemistry (ABD)
28 years LTC (ret) Army Plans & Operations

3. Organization and Community Activity Experience:
Clayton Community & Business Assoc (22 yrs)
Oktoberfest (22) yrs
Clayton Clean Up (5 yrs)
Trails and Landscape Committee (1 yr)

C Schmidt

4. Other experience which you feel would be helpful to bring to the attention of the City Council in making this appointment.
As a military officer and planner, I feel this experience would serve the committee well

5. Statement of philosophy relating to the responsibilities of this committee/ commission:(Attach additional sheets if necessary)
I understand this role and responsibilities associated with this role. This is an advisory role to advise the city council on matters related to Rezonings and other development related items

6. Please answer the following questions:

- Do you reside within the city limits? ✓ YES ___ NO
- Length of residency in Clayton 24 years
- Do you have business and/or investments which may result in a possible conflict of interest?
  ___ YES ✓ NO

If YES, please explain:

7. Why are you interested in serving on this Committee?
I feel it is my duty and responsibility to give back to the community

8. In your opinion, what are the greatest community needs within the scope of the Committee?
The greatest community needs within the scope of the committee is communication. To listen to all interested parties, formulate sound advice based on sound facts and communicate that clearly to the city council

Other interests and hobbies:
Hiking to local trails and volunteering for many local community events

List two references with phone numbers:
Jane Mele 925 381 8971
Nancy Cox 925 808 1977

Signature of Applicant: [signature]
Date: 29 July 26

Reasonable Accommodation Clause:
The City of Clayton will make reasonable efforts to accommodate persons with disabilities.
Please advise the City of Clayton of any special needs in advance by calling:
(925) 673-7300

C Schmidt

CITY OF CLAYTON
Founded 1857 .. Incorporated 1964

CITY OF CLAYTON
PUBLIC CONTACT FORM FOR
COMMITTEE AND COMMISSION APPLICANTS

Name of Committee or Commission: Planning Commission

Name of Applicant / Appointee: Charlie Schmidt

Address of Applicant / Appointee: 1038 Feather Circle

Home Telephone Number: 925·849-2603

Work Telephone Number: 925·849-2603

Cell Telephone Number: 925·849·2603

Email Address: charlie.d.schmidt@gmail.com

Mark at least one (1) public phone number:

My home telephone number(s) may be released for public contact:
✓ YES _____ NO

My work phone number(s) may be released for public contact:
✓ YES _____ NO

My cell phone number(s) may be released for public contact:
✓ YES _____ NO

My e-mail address may be released for public contact:
✓ YES _____ NO

My address above may be released to the public: ✓ YES ____ NO

CITY OF CLAYTON

Founded 1857 .. Incorporated 1964

APPLICATION FOR APPOINTMENT TO CITY BOARDS AND COMMISSIONS

NOTE: ***Committee members / Commissioners may be required to file Statements of Economic Interest disclosing investments, interest in real property, income, loans, etc., as well as mailing address and telephone number.***

INDICATE YOUR PREFERENCE

X PLANNING COMMISSION*

( ) FINANCIAL SUSTAINABILITY COMMITTEE*

( ) TRAILS AND LANDSCAPING COMMITTEE*

( ) CONTRA COSTA ADVISORY COUNCIL ON AGING

( ) CONTRA COSTA COUNTY LIBRARY COMMISSION

( ) CONTRA COSTA COUNTY MOSQUITO & VECTOR CONTROL DISTRICT

( ) CONTRA COSTA TRANSPORTATION AUTHORITY CITIZENS ADVISORY COMMITTEE

* SUPPLEMENTAL QUESTIONS MAY BE REQUIRED

This application is public record. Return form to City Hall, 6000 Heritage Trail, Clayton, CA 94517.

Name of Applicant (please print) Maria Shulman
I hereby apply for appointment to the Clayton Planning Commission
(Name of Committee / Commission)

1. **General Employment Experience:**

Occupation ___Registered Nurse Clinical Supervisor
Present employer__RO Healthcare Inc.

2. **Education and special training**

Temple University, Bachelor's in Criminal Justice with a minor in Mental Health
Germantown Hospital & Medical Center School of Nursing, Diploma in Nursing
University of Texas at Arlington, Bachelor's of Nursing Public Health, & Master's in Healthcare Administration
Institute for Local Government. CEQA & How It Impacts Wildfire Risk Reduction Efforts

3. **Organization and Community Activity Experience:**

Board member for the Clayton Community Library Foundation
Volunteer at local Clayton community clean-ups, & day of service
Educational Trainer for RO Healthcare Inc.
Volunteer for Oktoberfest, Art&Wine & Holidays in the Grove, decorating the PD 4x4
An active member of the American Organization for Nurse Leadership
Active patient advocate for Solace Inc.

4. **Other experience which you feel would be helpful to bring to the attention of the City Council in making this appointment**

Active member of the California County Planning Commissioners Association (CCPCA)
I bring a commitment to continuous learning -researching, planning trends, zoning law, and Sustainable development practices, to ensure my decisions on the commission reflect both current best practices and our community's evolving needs now and in the future.

5. **Statement of philosophy relating to the responsibilities of this committee/ commission:(Attach additional sheets if necessary)**

A planning commissioner's role is to serve as a steward of the community's long-term interests, balancing growth, and development with the preservation of neighborhood character, environmental responsibility, and quality of life. My philosophy rests on three principles: informed decision-making, grounded in data, staff expertise, and applicable codes rather than personal preference; transparent and inclusive process, ensuring residents, developers, and other stakeholders all have a genuine voice before decisions are made; and long-term thinking, weighing not just a projects immediate impact but it's cumulative effect on infrastructure, housing affordability, and community identity for years to come. Ultimately, I see this role as a public trust, one that requires humility, continuous learning, and a commitment to decisions that serve the community as a whole, not just the loudest or most influential voices.

6. **Please answer the following questions:**

- Do you reside within the city limits? X YES ____ NO
- Length of residency in Clayton__17 years
- Do you have business and/or investments which may result in a possible conflict of interest?
  _____ YES. X NO

If YES, please explain:

7. **Why are you interested in serving on this Committee?**

I want to continue to serve on the planning commission because decisions made here shape the community for decades, how neighborhoods grow, whether infrastructure keeps pace with development, and whether people can afford to live here. Not only do I see it as a civic duty, but my professional background as a nurse has also trained me to assess

situations carefully, weigh evidence over assumptions, and be an advocate. I pay attention to detail, have a calm head under pressure, and a genuine commitment to decisions that protect the community's well-being.

8. **In your opinion, what are the greatest community needs within the scope of the Committee?**

A few clear needs stand out where a commissioner can have a direct impact, including balancing growth with community character and infrastructure capacity. For example, traffic, stormwater, and emergency access conditions are attached to development approvals.
Also, recently been brought to the commission's attention that the city lacks an evacuation plan. Evacuation plans are not a function of the planning commission; reviewing CEQA documents and development plans for projects in high fire zones and near wildland-urban interface should be scrutinized for road width, secondary access points, and proposed density, which would bottleneck evacuation routes during a fire, is in the commissioner's scope of practice.

Other interests and hobbies:

Always expanding my knowledge base for current laws, regulations, and mandates imposed by the state and federal government. Being an advocate for the city of Clayton when taking part in professional groups and off time, travel, gardening, hiking, and swimming.

List two references with phone numbers:
Dorthy Selgrath 267-730-2509

Amy Taxdahl 510-409-6344

Signature of Applicant: Maria Stilman

Date: 6/16/2026

Reasonable Accommodation Clause:
The City of Clayton will make reasonable efforts to accommodate persons with disabilities.
Please advise the City of Clayton of any special needs in advance by calling: (925) 673-7300



CITY OF CLAYTON
PUBLIC CONTACT FORM FOR
COMMITTEE AND COMMISSION APPLICANTS

Name of Committee or Commission: Clayton Planning Commission

Name of Applicant / Appointee: Maria Shulman

Address of Applicant / Appointee: [redacted]

Home Telephone Number: [redacted]

Work Telephone Number: 925-276-0464

Cell Telephone Number: [redacted]

Email Address: [redacted]

Mark at least one (1) public phone number:

My home telephone number(s) may be released for public contact:
_____ YES _____X NO

My work phone number(s) may be released for public contact:
_____x YES _____ NO

My cell phone number(s) may be released for public contact:
_____ YES X_____ NO

My e-mail address may be released for public contact:
_____ YES X_____ NO

My address above may be released to the public:___ YES **X** NO

CITY OF CLAYTON

Supplemental Question(s) for

PLANNING COMMISSION

Name of Applicant (please print) Maria Shulman

What do you consider to be the role of a City Planning Commissioner?

The role of a planning commissioner is to advise the city council on land-use and development decisions. Commissioner's to be effective require a blend of analytical, legal, and interpersonal competencies: the ability to interpret technical documents such as staff reports, environmental reviews, and traffic studies; working knowledge of land use law, including CEQA, The Housing Accountability Act, and Brown Act procedural requirements; Impartial evidence based decision making that distinguishes personal preference from adopted code standards; composure and fairness in managing public hearings; spacial literacy to interpret site plans and design proposals. Possess negotiation skills to secure meaningful project conditions and long-term systems thinking to weigh individual projects against their cumulative impact on infrastructure, housing, and community character.

Simply, a planning commissioner's role is to guide responsible growth and improve quality of life within the bounds of local, state, and federal law. They communicate honestly, avoid overpromising and build public consensus through clear public engagement. Commissioners are visionaries who see the community's bigger picture and challenges.

MINUTES OF THE
CLAYTON CITY COUNCIL
REGULAR MEETING
TUESDAY, JUNE 16, 2026

---

1. **CALL TO ORDER AND ROLL CALL** – The meeting was called to order at 7:00 p.m. by Mayor Wan held in-person and broadcast from Hoyer Hall, Clayton Community Library, 6125 Clayton Road, Clayton, California. Councilmembers present: Councilmembers: Trupiano, Tillman, Diaz; Vice Mayor Enea, and Mayor Wan. Staff present: City Manager, Kris Lofthus; Administrative Services Director, Dennis Bozanich; City Clerk Melissa Rhodes

2. **PLEDGE OF ALLEGIANCE** – Led by Mayor for the day Kaycee Dal Porto

3. **PUBLIC COMMENT ON NON-AGENDA ITEMS**

   Members of the public may address the City Council on non-agendized items within the Council's jurisdiction. To ensure an orderly meeting and an equal opportunity for everyone, each speaker is limited to three (3) minutes, or the time established by the Mayor. In accordance with State Law, no action may take place on any item not appearing on the posted agenda. The Council may respond to statements made or questions asked or may at its discretion request staff to report back at a future meeting concerning the matter.

   Public comment and input on other agenda items will be allowed when each item is considered by the Council.

   Mayor for the day Kaycee Dal Porto shared a few comments.

   Item #5 (a) Mayor of the Day Presentation was taken out of order.

   Mayor Wan presented Kaycee Dal Porto with Mayor of the Day Certificate.

   Representative from La Veranda presented Kaycee Dal Porto with a gift certificate.

4. **CONSENT CALENDAR**

   The Consent Calendar includes routine items that are to be enacted by one motion. There will be no separate discussion of these items. If discussion is requested, the item will be removed from the Consent Calendar and considered separately.

   (a) Approve June 2, 2026 Minutes

(b) Direct the City Clerk and City Attorney to Coordinate Biennial Review of the Conflict of Interest Code of Employees and Commission Members for Consideration Before October 1, 2026

(c) Authorize the City Manager to Sign a Contract, not to exceed $60,000, with Brenna Howell Emergency Management for the City of Clayton's Emergency Operations Plan (EOP) Update and Training

Councilmembers requested additional information regarding the contract. Staff provided clarification on:

- *The scope of the training to be provided*
- *The price of the contract*
- *Staffing and project management*

No public comment was given.

(d) Authorize the City Manager to Sign a Contract, not to exceed $139,800, with Keep IT Simple and Verkada Inc to install security system and cameras for City Hall facilities, The Grove, and Clayton Community Park

Councilmembers requested additional information regarding the contract. Staff provided clarification on:

- *Camera system replacement and additions*
- *Cost associated with replacing the non-functioning infrastructure*

No public comment was given.

Councilmember Diaz made a motion to approve, with Councilmember Trupiano seconding. The motion carried 5-0

5. RECOGNITIONS AND PRESENTATIONS

(a) Mayor of the Day Presentation

Item was taken out of order and presented after the public comment portion of the agenda.

6. REPORTS

(a) City Manager's Report

City Manager Kris Loftus introduced two new staff members:

- *City Clerk/Assistant to the City Manager – Melissa Rhodes*
- *Public Works Director – Craig Blythe*

(b) City Council/Committees Reports

7. ACTION ITEMS

(a) Adopt Resolution No. 10-2026 Amending the City of Clayton's Salary Schedule Effective July 1, 2026, per Police Officers Association, Chief of Police, Miscellaneous Employee Group, and Management Employee Group Agreements in Conformance with CalPERS Requirements to Provide a Publicly Available Salary Schedule

Item was presented and it was noted:

- *The purpose of this item is to update the City's salary schedules per the Memorandum of Understanding (MOU)*
- *This action is a CalPERS requirement*
- *This is the last year of contracts, all contracts expire June 30, 2027*

No public comment was given.

Councilmember Diaz made a motion to approve, with Councilmember Trupiano seconding. The motion carried 5-0

(b) Adopt Resolution No. 11-2026, Ordering the levy and collection of special taxes and setting the special tax rate for Fiscal Year 2026/27 for Community Facilities District 2006-1 (Downtown Park Operation and Maintenance)

Staff presented the item.

Discussion included confirming the estimated revenue was sufficient to meet the City's needs.

No public comment was given.

Vice Mayor Enea made a motion to approve, with Councilmember Tillman seconding. The motion carried 5-0

(c) Adopt Resolution No. 15-2026, Ordering the Levying of a Special Tax for Fiscal Year 2026/27 Within the High Street Permanent Road Division for the Repayment of Funds Advanced for the Reconstruction of the Bridge and Future Maintenance Pursuant to the Streets and Highway Code, Article 3, Section 1173, et seq.

Staff presented the item.

No public comment was given.

Vice Mayor Enea made a motion to approve, with Councilmember Trupiano seconding. The motion carried 5-0

(d) Adopt Resolution No. 16-2026, Confirming the Levy of Assessments for Fiscal Year 2026/27 Within the Lydia Lane Sewer Assessment District for the

Repayment of Bonds Issued for the Construction of Municipal Sanitary Sewers

Staff presented the item.

No public comment was given.

Councilmember Tillman made a motion to approve, with Councilmember Trupiano seconding. The motion carried 5-0

(e) Adopt Resolution No. 17-2026, Confirming the Levying of Assessments for Fiscal Year 2026/27 within the Oak Street Sewer Assessment District for the Repayment of Bonds Issued for the Construction of Municipal Sanitary Sewers

Staff presented the item.

Discussion included clarification regarding the funding and maintenance once it is paid off.

No public comment was given.

Councilmember Trupiano made a motion to approve, with Councilmember Tillman seconding. The motion carried 5-0

(f) Adopt Resolution No. 18-2026, Ordering the Levy of a Special Tax for Fiscal Year 2026/27 Within the Oak Street Permanent Road Division for the Repayment of Funds Advanced for the Reconstruction of the Bridge and Future Maintenance Pursuant to the Streets and Highway Code, Article 3, Section 1173, et seq.

Staff presented the item.

Discussion included clarification regarding the assessment allocation for a split lot.

No public comment was given.

Councilmember Trupiano made a motion to approve, with Councilmember Tillman seconding. The motion carried 5-0

(g) Adopt Resolution No. 19-2026, Approving the Engineer's Report, and Declaring the Intent to Levy and Collect Real Property Assessments for the Diablo Estates at Clayton Benefit Assessment District for Fiscal Year 2026/27, and Giving Notice of a Public Hearing to be held on July 7, 2026 at 7:00PM at the City of Clayton Hoyer Hall on the Levy of the Proposed Assessments

Staff presented the item.

Discussion included:

- *Clarification regarding the allowable uses of reserve funds*
- *Clarification regarding who the project manager is*
- *Concerns or dissatisfaction expressed by residents*
- *Questions about whether a formal mechanism exists for residents to provide feedback*
- *Outreach conducted to community members regarding the upcoming public hearing*

No public comment was given.

Vice Mayor Enea made a motion to approve, with Councilmember Trupiano seconding. The motion carried 5-0

(h) Adopt Resolution No. 21-2026 to Call for Placement of a General Tax Measure on the November 3, 2026, General Election Ballot, Adopt Resolution 22-2026 Requesting the Board of Supervisors to Consolidate the General Municipal Election with the Statewide General Election, and Resolution 23-2026 Providing for the Filing of Direct and Rebuttal Arguments Regarding the General Tax Measure

Staff presented the item.

Discussion included responses addressing concerns and skepticism expressed by residents.

Vice Mayor Enea noted that the City of Clayton has not had a tax increase in 62 years.

Lauren Kindorf spoke in support of the general tax measure.

Vice Mayor Enea made a motion to approve, with Councilmember Trupiano seconding. The motion carried 5-0

(i) Appoint Council Members to an Ad Hoc Committee to Author Direct and Rebuttal Arguments for the Sales Tax Measure on the November General Election Ballot.

Staff presented the item.

Discussion included clarification regarding the procedural steps after City Clerk processing.

Councilmember Trupiano volunteered to serve on the ad hoc committee and proposed including two members of the Financial Sustainability Committee. The City

Attorney clarified that the City Council is authorized to appoint only two Councilmembers to the ad hoc committee.

Mayor Wan nominated Councilmember Tillman to serve on the ad hoc committee, and Councilmember Tillman accepted the nomination.

Councilmember Diaz proposed that Mayor Wan and Councilmember Tillman be appointed to serve on the committee.

Mayor Wan expressed that he considered Councilmember Trupiano to be a better fit for the position.

Discussion included clarification regarding the timeline.

No public comment was received.

Vice Mayor Enea made a motion to approve, with Mayor Wan seconding. The motion carried 4-1 (Diaz - Abstain)

8. ADJOURNMENT – Mayor Wan adjourned the meeting at 8:22 p.m.

Please note that the Minutes of this meeting set forth all actions taken by City Council on the matters stated, but not necessarily in the chronological sequence in which the matters were taken up.

MINUTES OF THE
CLAYTON CITY COUNCIL
SPECIAL MEETING
Monday June 29, 2026

---

1. **CALL TO ORDER AND ROLL CALL** – The meeting was called to order at 6:00 p.m. by Vice Mayor Enea held in-person and broadcast from Hoyer Hall, Clayton Community Library, 6125 Clayton Road, Clayton, California. Councilmembers present: Councilmembers: Trupiano, Diaz; Vice Mayor Enea. Councilmembers absent: Tillman; Mayor Wan. Staff present: City Manager, Kris Lofthus; Administrative Services Director, Dennis Bozanich; City Clerk Melissa Rhodes

2. **PLEDGE OF ALLEGIANCE**

4. **CONSENT CALENDAR**

The Consent Calendar includes routine items that are to be enacted by one motion. There will be no separate discussion of these items. If discussion is requested, the item will be removed from the Consent Calendar and considered separately.

(a) Adopt Resolutions 24-2026 and 25-2026 to Initiate the Process for Conducting the City of Clayton's General Municipal Election on November 3, 2026

No public comment was given.

Councilmember Trupiano made a motion to approve, with Councilmember Diaz seconding. The motion carried 3-0 [Councilmember Tillman, Mayor Wan – Absent]

8. **ADJOURNMENT** – Vice Mayor Enea adjourned the meeting at 6:03 p.m.

Please note that the Minutes of this meeting set forth all actions taken by City Council on the matters stated, but not necessarily in the chronological sequence in which the matters were taken up.

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Dennis Bozanich, Administrative Services Director

DATE: July 7, 2026

SUBJECT: Adopt Resolution No. 26-2026 Revising the City of Clayton's Appropriations (Gann) Limits Applicable During Fiscal Year 2025-26 and Approving the City's Gann Limit for Fiscal Year 2026-27

RECOMMENDATION
Staff recommends that the City Council approve Resolution No. 26-2026 that revises the City's Appropriation Limit for FY26 and establishes the Appropriation Limit for FY27.

BACKGROUND
The city's auditor identified the transposition of a number in the calculation of the Gann Limit adopted by the City Council (Resolution 34-2024) on July 16, 2024 for FY2024-25 which created an error in calculation for the FY2025-26 Gann Limit. These were resolved on April 7, 2026, when the City Council approved Resolution No. 3-2026 correcting both Gann Limit calculations. However, during the recent interim audit, it was brought to our attention that the FY2025-26 calculation still wasn't correct due to the use of the wrong population increase factor.

ANALYSIS
The corrected FY2025-26 Gann Limit is $45,167 less than provided in April's resolution (on $15,548,218.) Regarding the approval of the FY2026-27 Gann Appropriation Limit, the FY27 Adjusted Budget is in compliance with the calculated appropriation limit. The appropriation limit grew by nearly $717,000 from FY2025-26. The auditor has verified that Exhibits A and B (attached) are the correct amounts.

CEQA
Not applicable

FISCAL IMPACT
No fiscal impact from correcting the error. The City has a significant annual tax gap (estimated appropriations below the limit) of over $8.6 million.

ATTACHMENTS
1. ATT A - Reso 26-2026 Revising Gann Limit for FY26 and approving FY27
2. Exhibit A - Revised FY26 Appropriation Limit Schedule

3. Exhibit B - FY27 Appropriation Limit Schedule

RESOLUTION NO. 26-2026

A RESOLUTION REVISING THE APPROPRIATIONS LIMIT APPLICABLE TO THE CITY OF CLAYTON DURING FISCAL YEAR 2025-26 AND APPROVING THE FISCAL YEAR 2026-27 APPROPRIATIONS LIMIT

THE CITY COUNCIL
City of Clayton, California

WHEREAS, by Resolution No. 34-2024, enacted on July 16, 2024, the City of Clayton (City) used an incorrect amount of $14,104,285 for the FY2023-24 Appropriation Limit, rather than the correct amount, which was to have been $14,104,258, a difference of twenty-seven dollars; and

WHEREAS, as a result of that error, Resolution No. 34-2024, established an incorrect Appropriations Limit applicable to the City during the Fiscal Year (FY) 2024-25 of $14,632,351, rather than the correct Appropriations Limit for FY2024-25 of $14,632,370; and

WHEREAS, Resolution No. 03-2026 revised FY 2024-25 Appropriations Limit applicable to the City during the Fiscal Year (FY) 2024-25 of $14,632,370, the City's FY2025-26 Appropriations Limit, adopted on July 15, 2025, requires a revision to $15,548,218; and

WHEREAS, the need for further correction and restatement of the FY2025-26 Appropriations Limit was identified by the City's outside audit firm on June 11, 2026; and

WHEREAS, the reduction of the FY2025-26 Appropriations Limit by $45,167 was caused using the wrong year's population growth factor (0.9954 is correct, 0.9983 is wrong), as shown in Exhibit A; and

WHEREAS, the FY2026-27 were correctly calculated following the revision of the FY2025-26 Appropriation Limit, as shown in Exhibit B, and

WHEREAS, Article XIIIB of the California Constitution and Sections 7902 (b) and 7910 of the Government Code require that each local agency subject thereto establish by resolution the applicable appropriations limit for each Fiscal Year by applying to the limit for the previous Fiscal Year the factors, as issued by the California Department of Finance reflecting changes in the California per capita personal income and in the local agency's population.

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Clayton that the corrected appropriations limit for Fiscal Year 2025-26 is hereby established as $15,503,051.

NOW BE IT FURTHER RESOLVED by the City Council of the City of Clayton that the approved Appropriations Limit for Fiscal Year 2026-27 is hereby established as $16,220,014.

PASSED, APPROVED, AND ADOPTED by the City Council of Clayton, California at a regular public meeting of thereof, held on the 7th day of July 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

THE CITY COUNCIL OF CLAYTON, CA

_____
Jeff Wan, Mayor

ATTEST:

_____
Melissa Rhodes, City Clerk

Exhibit A
City of Clayton
FY2025-26 Appropriation Limit - Revised

	Amount
A. Appropriations limit for the fiscal year ended June 30, 2025	$ 14,632,370
B. Calculation Factors:	
1. Population increase %	0.9954
2. Inflation increase %	1.0644
3. Total adjustment factor %	1.0595
C. Annual Adjustment Increase	870,681
D. Other Adjustments:	
Loss responsibility (-)	-
Transfers to private (-)	-
Transfers to fees (-)	-
Assumed responsibility (+)	-
E. Total Adjustments	870,681
F. Appropriations limit for the fiscal year ending June 30, 2026	$ 15,503,051

Exhibit B
City of Clayton
FY2026-27 Appropriation Limit - New

	Amount
A. Appropriations limit for the fiscal year ended June 30, 2026	$ 15,503,051
B. Calculation Factors:	
1. Population increase %	0.9969
2. Inflation increase %	1.0495
3. Total adjustment factor %	1.0462
C. Annual Adjustment Increase	716,963
D. Other Adjustments:	
Loss responsibility (-)	-
Transfers to private (-)	-
Transfers to fees (-)	-
Assumed responsibility (+)	-
E. Total Adjustments	716,963
F. Appropriations limit for the fiscal year ending June 30, 2027	$ 16,220,014

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Dennis Bozanich, Administrative Services Director

DATE: July 7, 2026

SUBJECT: Adopt Resolution No. 27-2026 Adopting the 2028 Neighborhood Paving Project for Fiscal Year 2027-28 Funded by *SB 1: The Local Road Repair and Accountability Act of 2017* for Submission to the State to Access Road Maintenance and Rehabilitation Account (RMRA) funds

---

BACKGROUND

The Road Repair and Accountability Act of 2017 (SB1-Beall) continues to be a significant $5.2 billion per year statewide investment in California's transportation systems. The Act increased per gallon fuel excise taxes, diesel fuel sales taxes and vehicle registration taxes, stabilized the price-based fuel tax rates and provides for inflationary adjustments to rates in future years. This legislation more than doubles local streets and road funds allocated through the Highway Users Tax Account (HUTA), distributing funds from new taxes through the RMRA account.

Annually, the City of Clayton, along with all other eligible California agencies, submits a work plan to the California Transportation Commission (CTC) committing the following fiscal years RMRA funding to a specific pavement preservation project in the coming year or a future year if the City desires.

ANALYSIS

The submission of the work plan maintains the City's eligibility to garner RMRA funding during the forthcoming fiscal year. Without this commitment of RMRA funds the City loses its eligibility to collect RMRA funding through the State Controller's Office (SCO). The City of Clayton typically performs a biennial pavement rehabilitation project in order to accrue funding over two years with potential grants to develop a project that is larger in scale to benefit from economies of scale and minimize design and advertisement costs.

CEQA

There is no CEQA impact from approving the FY 2026-27 RMRA street list. The pavement rehabilitation project typically falls under a CEQA exemption.

FISCAL IMPACT

The projection for FY 2026/27 provided by California City Finance is up to $304,000. The City Council would begin to consider programming the FY 2026-27, along with FY2027-28, RMRA revenue during the Spring of 2027.

ATTACHMENTS

1. ATT A - Reso No. 27-2026 FY27 SB1-RMRA Project List Resolution (1) (1)

RESOLUTION NO. 27-2026

RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2026-27 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

THE CITY COUNCIL
City Of Clayton, California

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated $305,000 in RMRA funding in Fiscal Year 2026-27 from SB 1; and

WHEREAS, this is the tenth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate streets throughout the City this year and multiple similar projects into the future; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an "good" condition, and this revenue will help us maintain the overall quality of our road system and over the next decade will allow our streets and roads to maintain "good" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive business and residents statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Clayton, State of California, as follows:

1. The foregoing recitals are true and correct.

2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2026-27 Road Maintenance and Rehabilitation Account revenues:

   Project Title: 2028 Clayton Paving Project
   Project Description: Biennial paving project for citywide streets to be repaved and/or resurfaced including required ADA upgrades for curb ramps and minor drainage improvements. Street segment selection is to be determined.
   Project Location: Citywide Clayton
   Estimated Project Schedule: Start (03-2028)– Completion (08-2028) based on the component being funded with RMRA funds
   Estimated Project Useful Life: Fifteen years

3. The following previously proposed and adopted projects may also utilize Fiscal Year 2026-27 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

   Project Title: 2026 Clayton Paving Project
   Project Description: Biennial paving project for citywide streets to be repaved and/or resurfaced including required ADA upgrades for curb ramps and minor drainage improvements. Street segment selection is to be determined.

Project Location: Citywide Clayton
Estimated Project Schedule: Start (07-2024)– Completion (12-2026) based on the component being funded with RMRA funds
Estimated Project Useful Life: Fifteen years

PASSED, APPROVED, AND ADOPTED by the City Council of Clayton, California at a regular public meeting of thereof, held on the 7th day of July 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABTSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

_____
Jeff Wan, Mayor

ATTEST:

_____
Melissa Rhodes, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Dennis Bozanich, Administrative Services Director

DATE: July 7, 2026

SUBJECT: Authorize the City Manager to Sign Amendment #1 with Brightview Tree Service, Extending the Term of the Contract to June 30, 2027, and increasing the Not to Exceed Amount to $240,000, this is an increase of $120,000 for tree trimming and removal services for FY2026-27.

STAFF RECOMMENDATION
Staff recommends approving this authorization for the City Manager to sign contract Amendment #1 to extend the contract from August 20, 2026 to June 30, 2027, and increase the "not to exceed" limit to $240,000; this is an increase of $120,000 for tree trimming and removal services for FY2026-27.

BACKGROUND
During the spring of 2025, staff conducted a Request for Proposals process for tree services. Brightview was the successful respondent. The contract includes a provision that the contract can be renewed for up to three years by mutual consent of the City and the vendor. Both parties expressed their desire to continue.

ANALYSIS
Brightview Tree Services has provided excellent services to the City. As such, the City would like to amend their contract for another year and "reset" the "not to exceed" by an additional $120,000 for FY2026-27 for a total not to exceed $240,000.

FISCAL ANALYSIS
This amount has been budgeted for FY 2026-27 in the General Fund and in the Landscape Maintenance District.

CEQA
na

ATTACHMENTS
None

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Dennis Bozanich, Administrative Services Director

DATE: July 7, 2026

SUBJECT: Authorize the City Manager to sign Amendment #1 with Verdanta for weed abatement services, extend the contract from August 20, 2026 to June 30, 2027, and increase the "not to exceed" limit to $240,000; this is an increase of $120,000 for weed abatement services for FY2026-27.

STAFF RECOMMENDATION
Staff recommends approving this authorization for the City Manager to sign contract Amendment #1 to extend the contract from August 20, 2026 to June 30, 2027, and increase the "not to exceed" limit to $240,000; this is an increase of $120,000 for weed abatement services for FY2026-27. NOTE: Staff is recommending a separate amendment (Amendment #2) on the Oakhurst Geological Hazard Abatement District to add v-ditch cleaning services to the GHAD budget not to exceed $60,000.

BACKGROUND
During the spring of 2025, staff conducted a Request for Proposals process for weed abatement services. S2S/Verdantas was the successful respondent. The contract includes a provision that the contract can be renewed for up to three years by mutual consent of the City and the vendor. Both parties expressed their desire to continue.

ANALYSIS
S2S/Verdantas has provided excellent services to the City. As such, the City would like to amend their contract for another year and "reset" the "not to exceed" by an additional $120,000 for FY2026-27 for a total not to exceed $240,000.

During the GHAD Board meeting, staff recommended a separate amendment (Amendment #2) on the Oakhurst Geological Hazard Abatement District to add v-ditch cleaning services to the GHAD budget not to exceed $60,000.

FISCAL ANALYSIS
This amount has been budgeted for FY 2026-27 in the General Fund and in the Landscape Maintenance District.

ATTACHMENTS
None

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Dennis Bozanich, Administrative Services Director

DATE: July 7, 2026

SUBJECT: Authorize the City Manager to sign Amendment #1 with Bel Air Mechanical, Inc. to extend the contract from July 16, 2026 to June 30, 2027, and increase the "not to exceed" limit to $60,000; this is an increase of $40,000 for heating, ventilation and air conditioning (HVAC) maintenance and repair services for FY2026-27.

STAFF RECOMMENDATION
Staff recommends approving this authorization for the City Manager to sign contract Amendment #1 to extend the contract from July 16, 2026 to June 30, 2027, and increase the "not to exceed" limit to $60,000; this is an increase of $40,000 for HVAC maintenance and repair services for FY2026-27.

BACKGROUND
During the spring of 2025, staff conducted a Request for Proposals process for HVAC maintenance and repair services. Bel Air Mechanical was the successful respondent. The contract includes a provision that the contract can be renewed for up to three years by mutual consent of the City and the vendor. Both parties expressed their desire to continue.

ANALYSIS
Bel Air Mechanical has provided excellent services to the City. As such, the City would like to amend their contract for another year and "reset" the "not to exceed" by an additional $40,000 for FY2026-27 for a total not to exceed $60,000.

FISCAL ANALYSIS
This amount has been budgeted for FY 2026-27 in the General Fund and Endeavor Hall fund.

ATTACHMENTS
None

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM:

DATE: July 7, 2026

SUBJECT: City Manager's Report

ATTACHMENTS
None

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Melissa Rhodes, City Clerk

DATE: July 7, 2026

SUBJECT: City Council/Committees Reports

Councilmember Trupiano:

- Weekly meetings with the City Manager, Kris Loftus
- Ongoing planning for the 4th of July parade
- Saturday, June 20th, Grand Opening of Woof Gang Bakery & Grooming, Clayton Station Shopping Center
- Monday, June 22nd, East Contra Costa Habitat Conservancy Board meeting
- Saturday, June 27th, Concerts in the Grove
- Monday, June 29th, Special Meeting City Council
- Tuesday, June 30th, Planning Meeting for 4th of July parade
- Saturday, July 4, 4th of July parade

Councilmember Tillman:

- 6/18 - As the city council delegate, I attended the Association of Bay Area Governments (ABAG) General Assembly meeting in San Francisco. In addition to voting for the next President and Vice President, another valuable part of the day was an early preview of the upcoming 7th cycle of the Regional Housing Needs Allocation (RHNA) process. This preview covered the phases, timeline, and notable statutory changes ahead of the cycle's official kickoff in early 2027, giving cities and counties a head start in understanding what to expect and how to prepare. We also discussed how cities can work together to meet state housing requirements while preserving the character of our communities. For example, opportunities for greater regional collaboration and the option to form subregions. State law allows two or more jurisdictions to form a subregion to allocate their share of regional housing needs to participating jurisdictions. As we look ahead to this next RHNA cycle, I'll continue advocating for approaches that allow us to meet our housing obligations without losing the qualities that make Clayton such a special place to live.

- 6/20 - I had the honor of joining the Grand Opening of Woof Gang Bakery ribbon cutting ceremony in the Clayton Station shopping center. This new addition was a hit that morning for dogs and their owners with treats, bling and grooming services on display. Please be sure

to stop in and support this new business.

- 6/25- I participated in the League of California East Bay Division's CitiPac Cornhole Tournament. Per Sam Brightman, our Regional Public Affairs Manager, the tournament is a fundraiser in support of CitiPAC, the League of California Cities' political action committee. Cal Cities needs the financial capacity to advocate for cities at the ballot box, and CitiPAC has been central to the success of protecting local democracy and tax dollars in past elections. The 2018 election, for example, demonstrates why CitiPAC is so impactful to California cities as Cal Cities supported a series of ballot measures that improves neighborhoods and the quality of life for California city residents. The measures included investments to affordable housing and homelessness and constitutionally protecting transportation funding. In the last election cycle CitiPAC supported the voter approved Prop. 4 Climate Bond and Prop. 36 that resoundingly passed by voters.

  I had several conversations with residents in the Keller Ridge Firewise neighborhood regarding weed abatement and evacuation and emergency procedures. One of the neighbors has been working on our behalf to create a community forum meeting to learn more regarding the latter. A tentative date is set for July 30th. Once the agenda is finalized and attendees are set, I will share the information more broadly.

Councilmember Diaz:

- **06-18-2026:** Attended County Connection Board Meeting:
  - Received a Report on Status of Job Vacancies per Assembly Bill 2561
  - Received the County Connection FY 2027 Operating and Capital Budget
  - Received Update on the CARB Amend to the Cap & Invest Regulation
  - Received a Report on the AHSC Implementation & Cooperation Agreement for Route No. 4
  - Received a Report on the Adjustment to the Non-Represented Administrative Employee Compensation
  - Voted to approve the FY 2027 Budget and Forecast
  - Received an update on the Youth Ride Free Program
  - Received an on the Regional Mapping & Wayfinding Project
  - Appointed Members to our Advisory Committee from Orinda and Pleasant Hill, and Re-appointed the Pleasant Hill Advisory Alternate Member
- **06-21-2026:** Observed Father's Day
- **06-24-2026:** Produced and attended the second 2026 Clayton Classic Car Show
- **06-25-2026:** Attended the CBCA Social and Attended Pittsburg Car Show
- **06-27-2026:** Set-Up, Attended, Take-Down Third Concert in the Grove
- **06-29-2026:** Attended Special City Council Meeting
- **06-30-2026:** Attended the Celebration of Life for the wife of Contra Costa Water District Board President (a Clayton Resident).
- **07-04-2026:** Attended the Rotary Pancake Breakfast and Attended and Participated in the 2026 Clayton Annual 4th Parade
- **07-07-2026:** Met with the Clayton City Manager

Vice Mayor Enea:

- Met with City Manager

- Went to grand opening of Woof Bakery
- Went to the Clayton Car Show
- Went to Concerts in the Grove
- Met with various city residents

ATTACHMENTS
None

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Dennis Bozanich, Administrative Services Director

DATE: July 7, 2026

SUBJECT: Conduct a Public Hearing and Consider Approval of Resolution No. 28-2026 on the Proposed Annual Levy of Assessments for the Diablo Estates at Clayton Benefit Assessment District for Fiscal Year 2026/27

RECOMMENDATION

Staff recommends that the City Council open the public hearing, receive public comments, close the public hearing, and adopt Resolution No. 28-2026 approving the annual levy of assessments for the Diablo Estates Benefit Assessment District (District) for Fiscal Year 2026/27.

BACKGROUND

On April 7, 2026, the City Council initiated the annual levy proceedings for the District by directing the preparation of the annual Engineer's Report. On June 16, 2026, the City Council approved the Engineer's Report, declared its intention to levy and collect assessments for Fiscal Year 2026/27, and set a public hearing for July 7, 2026. Notice of the public hearing was mailed to all property owners within the District.

The Fiscal Year 2026/27 assessment rate is proposed to remain at the same level as the Fiscal Year 2025/26 assessment rate of $4,142.06 per parcel. Pursuant to the assessment methodology approved by the property owners at the time of District formation, the maximum annual assessment rate may be increased annually in an amount tied to the Consumer Price Index for Urban Consumers (CPI) for the San Francisco Bay Area as of April of each succeeding year, with the maximum annual increase not to exceed 4%. For Fiscal Year 2026/27, the maximum allowable assessment rate increased by 3.80%, from $4,507.48 to $4,678.65 per parcel. The proposed assessment rate of $4,142.06 per parcel remains below the maximum allowable assessment rate. The Engineer's Report provides an overview of the proposed expenditures for the District and identifies the reserve funding targets and improvements for which reserve funds are being accumulated.

DISCUSSION

Staff is recommending that the City Council conduct the public hearing and consider adoption of the resolution approving the annual levy of assessments for the District for Fiscal Year 2026/27. The proposed assessment is $4,142.06 per parcel for each of the 24 single-family residential lots within the District, resulting in a total annual assessment levy of $99,409.44. The proposed assessment rate is unchanged from Fiscal Year 2025/26 and remains below the maximum allowable assessment rate of $4,678.65.

FISCAL IMPACT

If the annual assessment rate is approved as recommended, the City will continue to manage the maintenance duties specified in the Engineer's Report on behalf of the benefited real property. The District fund balance will cover the costs until receipt of the first payment from the County in December. Therefore, this action will not impact the City's General Fund.

CEQA IMPACT

None

ATTACHMENTS

1. ATT A - Reso No 28-2026 Diablo Estates BAD Public Hearing
2. ATT B - Diablo Estates BAD FY26-27 Engineer Report

RESOLUTION NO. 28-2026

A RESOLUTION CONFIRMING ASSESSMENTS FOR THE OPERATION AND MAINTENANCE OF IMPROVEMENTS WITHIN THE DIABLO ESTATES AT CLAYTON BENEFIT ASSESSMENT DISTRICT FOR FISCAL YEAR 2026/27

THE CITY COUNCIL
City of Clayton, California

WHEREAS, by adoption of Resolution No. 19-2026 on June 16, 2026, the Clayton City Council approved the Engineer's Report on the proposed assessment levy for maintaining various improvements within the Diablo Estates at Clayton Benefit Assessment District during Fiscal Year 2026/27, and set a public hearing thereon for July 7, 2026, to be held at the regular meeting place of the Clayton City Council; and

WHEREAS, notice of said hearing and the adoption of Resolution No. 19-2026 was duly given as required; and

WHEREAS, on July 7, 2026, the City Council held the noticed public hearing on the proposed assessment for the Fiscal Year 2026/27 and heard and considered all oral statements and written communications made and filed thereon by interested persons;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Clayton, California, does hereby.

1. Proposed maximum assessment rate per parcel for Fiscal Year 2026/27 is proposed to be $4,678.65 which includes a 3.80% increase over the existing Fiscal Year 2025/26 maximum assessment rate of $4,507.48 per parcel. The City Council has elected to levy below the Fiscal Year 2026/27 maximum amount and hereby orders the levy of an assessment in the amount of $4,142.06 on each lot within the Diablo Estates at Clayton Benefit Assessment District and this Resolution shall constitute the levy and confirmation of such assessment for Fiscal Year 2026/27.

2. The City Clerk shall immediately file a certified copy of this Resolution, together with any required diagrams and a list of lots assessed, with both the Tax Collector and the Auditor of Contra Costa County, with the Assessment to thereafter be collected in the same manner as the property taxes are collected.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California, at a regular public meeting thereof held on the 7th day of July 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

Jeff Wan, Mayor

ATTEST:

Melissa Rhodes, City Clerk

Diablo Estates at Clayton
Benefit Assessment District

Fiscal Year 2026-27
Final Engineer's Report

July 7, 2026

Prepared by

FRANCISCO AND ASSOCIATES

Where Innovative Strategies
Fund Tomorrow's Communities

Table of Contents

Page No.

Certificate ii

Section I - Introduction 1

Section II – Engineer's Report 2

Part A – Plans and Specifications 4

Part B – Estimate of Cost 5

Part C – Assessment District Diagram 7

Part D – Method of Apportionment of Assessments 9

Part E - Assessment Roll 13

Appendix

Appendix A – Assessment Roll

ENGINEER'S REPORT
CITY OF CLAYTON
DIABLO ESTATES AT CLAYTON BENEFIT ASSESSMENT DISTRICT
FISCAL YEAR 2026-27

The undersigned, acting on behalf of Francisco & Associates respectfully submits the enclosed Engineer's Report as directed by the Clayton City Council pursuant to the provisions of Article XIIID, Section 4 of the California Constitution, provisions of the Benefit Assessment Act of 1982 of the California Government Code being Section 54716 et. Seq (the "1982 Act"), and complies with the annual provisions outlined in the Landscape and Lighting Act of 1972 being Section 22500 et al of the California Streets and Highways Code (the "1972 Act"). The undersigned certifies that he is a Professional Engineer, registered in the State of California.

Dated: June 23, 2026

By: _____
Eduardo Espinoza, P.E.
RCE # 83709



SECTION I

INTRODUCTION

In 2012, at the request of Toll Brothers, the developer of the Diablo Estates at Clayton project (Subdivision 8719), property owners were noticed and balloted, and the property owners supported the formation of an assessment district and the City Council approved the formation with Resolution No. 04-2012.

The purpose of forming the Diablo Estates at Clayton Benefit Assessment District (the "District") is to levy and collect special assessments annually to fund the maintenance and operation of landscaping, street lighting, drainage and stormwater treatment improvements that are of benefit to the properties in the Diablo Estates at Clayton subdivision.

The District is approximately 19-acres and is generally southeast of Regency Drive, northeast of Rialto Drive, and along Seminary Ridge Place. A reduced copy of the Assessment Diagram showing the exterior boundaries of the District is provided in Part C of this Report.

The District was formed under the Benefit Assessment Act of 1982 (Section 54703 et seq. of the California Government Code), and was intended to comply with the annual provisions outlined in the Landscape and Lighting Act of 1972 (Section 22500 et seq. of the Streets and Highways Code). While the Benefit Assessment Act of 1982 does not require further action annually to levy and collect assessments, the Landscaping and Lighting Act of 1972 requires the annual preparation of an Engineer's Report and Council approval to levy and collect assessments.

SECTION II

ENGINEER'S REPORT PREPARED FOR THE CITY OF CLAYTON DIABLO ESTATES AT CLAYTON BENEFIT ASSESSMENT DISTRICT FISCAL YEAR 2026-27

Pursuant to the Benefit Assessment Act of 1982 (Part 1 of Division 2 of Title 5 of the Government Code of the State of California), and in compliance with the Landscaping and Lighting Act of 1972 (Part 2 of Division 15 of the Streets and Highways Code of the State of California), I, Eduardo Espinoza, the duly appointed Engineer of Work, Assessment Engineer for the City of Clayton Diablo Estates at Clayton Benefit Assessment District (the "District") submit the following Report, consisting of Section I (Introduction), and this, Section II, which consists of five (5) parts as follows:

PART A: PLANS AND SPECIFICATIONS

This part describes the improvements maintained by the District. Plans and specifications for the improvements are on file in the Office of the Director of Public Works of the City of Clayton and are incorporated herein by reference.

PART B: ESTIMATE OF COST

This part contains an estimate of the cost of the proposed improvements to be maintained for Fiscal Year 2026-27, including incidental costs and expenses in connection therewith. The estimate is attached hereto and is on file in the Office of the Director of Public Works of the City of Clayton.

PART C: ASSESSMENT DISTRICT DIAGRAM

This part incorporates a Diagram of the District showing the exterior boundaries of the District, the boundaries of any zones within the District and the lines and dimensions of each lot or parcel of land within the District. This Diagram has been prepared by the Engineer of Work and is on file in the Office of the Director of Public Works of the City of Clayton.

The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Contra Costa County Assessor for the year when this Report was prepared. The Assessor's maps and records are incorporated by reference herein and made a part of this Report.

PART D: METHOD OF APPORTIONMENT OF ASSESSMENTS

This part describes the method of apportionment of assessments, based upon each parcel's classification within the District in proportion to the estimated special benefits to be received.

PART E: ASSESSMENT ROLL

This part contains an assessment of the estimated cost of the improvements apportioned to each benefited parcel of land within the District. The Assessment Roll is filed in the Office of the City Clerk of the City of Clayton and is incorporated in this Report. The list is keyed to the records of the Contra Costa County Assessor, which are incorporated herein by reference.

PART A

PLANS AND SPECIFICATIONS

The work and improvements proposed to be undertaken by the City and the District, and the costs thereof paid from the levy of annual assessments, provides special benefit to Assessor Parcels within the District. The work, services, and improvements maintained and funded by the District are generally described as follows:

> *Maintenance and servicing of public improvements, including but not limited to, storm drain systems, landscape and lighting and all necessary appurtenances, and labor, materials, supplies, utilities and equipment, and incidental costs as applicable, for property in the District that is owned or maintained by the City of Clayton.*

As applied herein, the term "maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing, of any improvement, including repair, removal or replacement of all or any part of any improvement; providing for the life, health, and beauty of landscaping, including cultivation, irrigation, trimming spraying, fertilizing, or treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste; the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti; the cleaning and replacement of storm drain pipes, drop inlets, catch basins and manholes.

"Servicing" means the cost of maintaining any facility used to provide any service, the furnishing of electric current, or energy, gas, or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements; or water for the irrigation of any landscaping, or the maintenance of any other improvements.

Drawings showing the specific locations of the improvements are on file in the City's Public Works Department and are made a part of this report by reference.

PART B

ESTIMATE OF COSTS

All eligible improvements within the District are maintained and serviced on a regular basis. The proposed cost estimate for the District is shown herein. This includes an estimate of the costs of utilities, operations, services, administration, and maintenance associated with the improvements, including all labor, personnel, equipment, materials, and administrative expenses. The summary also shows estimates of reserves and the projected fund balances based upon the estimated expenditures and assessment revenue.

City of Clayton
Diablo Estates at Clayton
Benefit Assessment District

Fiscal Year 2026-27 Cost Estimate

Projected Beginning Fund Balance (7/1/2026)	**$450,000**
Projected Revenues	
Assessment Revenues	$99,409
Interest Earnings	$0
Total Projected Revenues	**$99,409**
Estimate of Expenditures	
Administrative/Management Costs	$15,000
PG&E Service	$500
Water Service	$10,000
Legal Notices	$0
Property Tax and County Collection Fees	$350
Engineering/Inspection Service	$2,500
Weed Abatement Services	$13,000
Other Professional Services	$56,065
Total Estimate of Expenditures	**$97,415**
Estimate of Reserves	
Operating Reserves[1]	$48,708
Capital Reserves	$403,287
Total Estimate of Reserves	**$451,994**
Projected Surplus Ending Fund Balance (6/30/2027)	**$0**

[1]Operating Reserves are estimated to be 50% of the annual expenditures.

The purpose of the various reserves is to ensure the District will have funds available for cashflow purposes and to repair or reconstruct the improvements that are the responsibility of the District.

The Operating Reserve target is fifty percent (50%) of the projected expenditures. Maintaining a fully funded Operating Reserve eliminates the need for the City to transfer funds from non-District accounts to pay for operational expenses during the first half of the fiscal year and provides the District with sufficient funds to address any unforeseen or unusual expenditures that may occur during the year.

The purpose of collecting and holding funds in a Capital Reserve is so that when and if improvements need to be replaced or expenditures that are greater than can be conveniently raised from a single year's assessment, funds are available so that the District can respond and address the need promptly.

A summary of the improvements initially constructed that may require replacement at the end of their useful life, an estimate of the cost for each improvement, an estimate of the service life of each improvement, and the targeted annual collection amount for each improvement follows:

Item	Quantity	Unit	Unit Cost	Total Cost Estimate	Estimate of Service Life (Years)	Target Annual Collection Amount
Tree Replacement	33	EA	$285	$9,405	40	$235
Entry Monument Replacement	1	EA	$4,000	$4,000	25	$160
V-Ditch Repair/Replacement	2,038	LF	$50	$101,900	25	$4,076
Vortsentry Replacement	1	EA	$100,000	$100,000	100	$1,000
Stormwater Basin Replacement	48	EA	$2,000	$96,000	10	$9,600
CB/MH/SD Pipe Replacement	1	LS	$79,000	$79,000	100	$790
General	-	-	-	-	-	$2,000
Total				**$390,305**		**$17,861**

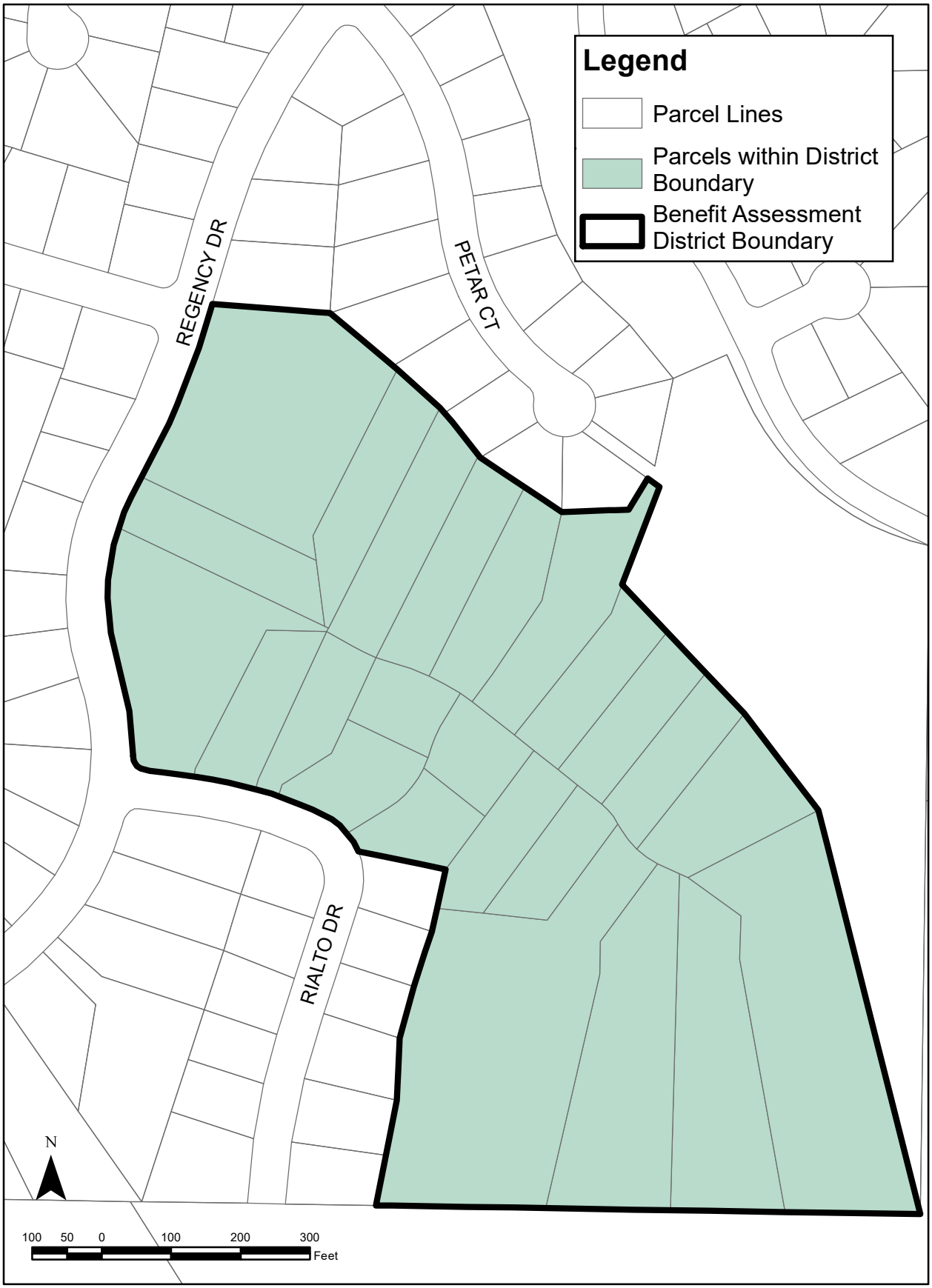
PART C

ASSESSMENT DISTRICT DIAGRAM

The boundaries of the District are shown herein. The lines and dimensions of each parcel within the District are those lines and dimensions shown on the maps of the Contra Costa County Assessor for the year in which this Report was prepared and are incorporated by reference herein and made part of this Report.

A reduced copy of the Assessment Diagram is shown on the following page.

City of Clayton
Diablo Estates at Clayton
Benefit Assessment District



PART D

METHOD OF APPORTIONMENT OF ASSESSMENTS

General

The 1982 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements and property related services which include the construction, maintenance and servicing of drainage, flood control, street lighting, streets, roadways, and appurtenant facilities. Section 54711 of the 1982 Act further requires that the cost of these improvements be levied according to benefit conferred upon properties rather than assessed value. This Section states:

> *"The amount of the assessment imposed on any parcel of property shall be related to the benefit to the parcel which will be derived from the provision of the service."*

In addition, the 1982 Act permits the designation of zones or areas of benefit within any individual assessment district. Thus, the 1982 Act requires the levy of a true "assessment" rather than a "special tax."

Article XIIID, Section 4(a) of the California Constitution (also known as Proposition 218, approved by the California voters in November 1996) limits the amount of any assessment to the proportional special benefit conferred on the property.

> *"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."*

Article XIIID provides that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment. Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts and public parkways, and that portion of public property that is not developed and used for business purposes similar to private residential, commercial, industrial, and institutional activities.

Discussion of Benefit

The District consists of all Assessor Parcels within the boundaries of the District. The method of apportioning costs and assessing properties is based upon the proportional special benefits to be conferred by the improvements and services to the properties within the boundaries of the District that are over and above the general benefits conferred to property or the public at large. The apportioning of special benefit is a two-step process: the first step is to identify the types of special benefits arising from the improvements and services, and the second step is to allocate the costs and assign assessments to property based on the estimates of the special benefit being conferred to each property.

In summary, the assessments can only be levied based on the special benefit to property. This benefit is received by property over and above any general benefits. Moreover, such benefit is not based on any one property owner's use of the District's storm drain system, streets and sidewalks, corridor landscaping, lighting, or a property owner's specific demographic status. With reference to the requirements for assessments the following benefit categories summarize the types of special benefit to residential, commercial, industrial, and other lots and parcels resulting from the installation, maintenance, and servicing of the improvements to be provided with the assessment proceeds. These categories of special benefit are derived in part from the statutes passed by the California Legislature and other studies which describe the types of special benefit received by property from the installation, maintenance, and servicing of improvements such as those proposed by the District. These types of special benefit are summarized as follows:

- Creation of individual lots for residential use that, in absence of the services and improvements to be funded by the assessments, would not be created.
- Improved utility and usability of property.
- Improved safety and security lighting for property.
- Enhanced visual experience, and desirability of the area.
- Protection of views, scenery and other resources, values and environmental benefits enjoyed by residents and guests and preservation of public assets maintained by the City.
- Moderation of temperatures, dust control, and other environmental benefits.

These benefits when conferred to property in the District, specifically increase the utility of the property within the District. For example, the assessments will provide funding to maintain lighting that improves safety and access to the property after dark and landscaping that provides visual and environmental benefits to the properties within the District. Such improved and well-maintained public facilities enhance the overall usability, quality, desirability, and safety of the properties. Moreover, funding for the maintenance and servicing of such public facilities is a condition of development of Diablo Estates at Clayton that is needed to mitigate the negative impacts of this development on the City. Without the District, this condition of development would not have been satisfied, which may have affected the approval of new homes on the property. This is another special benefit to the properties in the District.

General versus Special Benefit

The proceeds from the District would be used to fund improvements and increased levels of maintenance to the public facilities that serve and benefit the properties in the District. In the absence of the District, such improvements would not be properly maintained. Therefore, the District is specifically proposed to ensure that the necessary and beneficial public facilities for property in the District are properly maintained and repaired over time. The assessments will ensure that landscaping and street lighting within and adjacent to the District are functional, well maintained, clean and safe. These public resources directly benefit the property in the District and will confer distinct and special benefits to the properties within the District.

In absence of the assessments, a condition of development would not have been met and home construction in the District may have been denied. The creation of residential lots and the approval for the construction of homes in Diablo Estates at Clayton is the overriding clear and distinct special benefit conferred exclusively on property in the District and not enjoyed by other properties outside the District. Moreover, benefits to the public at large, if any, will be offset by benefits residents within the District receive from the use of other similar public facilities not funded by the District. Therefore, the assessments solely provide special benefit to property in the District (100% special benefit) over and above the general benefits conferred to the public at large or properties outside the District.

Method of Assessment

This process of apportioning assessments for each property involves determining the relative benefit received by each property in relation to a single family home, or, in other words, on the basis of Single Family Equivalent dwelling units (SFE). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefit and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. For the purposes of this Engineer's Report, all properties are designated an SFE value, which is each property's relative benefit in relation to a single family home on one parcel. In this case, the "benchmark" property is the single family detached dwelling which is one Single Family Equivalent unit or one SFE.

Assessment Apportionment

The proposed improvements and services provide direct and special benefit to properties in the District. Diablo Estates at Clayton is a residential single family development project consisting of a total of 24 single family homes, each on a separate parcel. As such, each residential property receives similar benefit from the proposed Improvements. Therefore, the Engineer at the time of formation determined that the appropriate method of apportionment of the benefits derived by all parcels is on a dwelling unit or single family residence basis. All improved properties or properties proposed for development are assigned an SFE factor equal to the number of dwelling units developed or planned for the property. In other words, developed parcels and vacant parcels with proposed development will be assessed 1 SFE.

It was recognized that the cost of maintaining the District improvements and providing services would increase slightly each year because of inflation. For this reason, the property owners approved a formula for increasing assessments for each future fiscal year to offset increases in costs due to inflation. Therefore, the maximum annual assessment rate may be increased annually in an amount tied to the Consumer Price Index for Urban Consumers (CPI-U) for the San Francisco Bay Area as of April of each succeeding year, with the maximum annual increase not to exceed 4%. In the event that the annual change in the CPI exceeds 4%, any percentage change in excess of 4% can be cumulatively reserved and can be added to the annual change in the CPI for years in which the CPI change is less than 4%.

The change in the CPI from April 2025 to April 2026 was 3.80%. There is an Unused CPI balance of 0.00%, therefore the maximum assessment rate will be increased by 3.80%.

The maximum assessment rate for Fiscal Year 2026-27 is increased by 3.80% over the maximum assessment rate for Fiscal Year 2025-26. The maximum assessment rate for Fiscal Year 2025-26 was $4,507.48 which equates the maximum assessment rate for Fiscal Year 2026-27 to $4,678.65. The cost estimate in this Engineer's Report proposes an applied assessment rate of $4,142.06, which is the same rate that was levied in Fiscal Year 2025-26. The Fiscal Year 2026-27 proposed assessment rate is below the Fiscal Year 2026-27 maximum assessment rate.

The assessments are listed on the Assessment Roll in Appendix A.

Appeals and Interpretations

Any property owner who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with City Engineer or his or her designee. Any such appeal is limited to correction of an assessment during the then current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the City Engineer or his or her designee will promptly review the appeal and any information provided by the property owner. If the City Engineer or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the City Engineer or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any property owner who disagrees with the decision of the City Engineer or her or his designee may refer their appeal to the City Council of the City of Clayton and the decision of the City Council of the City of Clayton shall be final.

PART E

ASSESSMENT ROLL

A list of names and addresses of the owners of all parcels, and the description of each parcel within the District is shown on the last equalized Secured Property Tax Roll of the Contra Costa County Assessor, which by reference is hereby made a part of this Report.

This list is keyed to the Assessor's Parcel Numbers as shown on the Assessment Roll, which includes the proposed amount of assessments for Fiscal Year 2026-27 apportioned to each parcel. The Assessment Roll is on file in the Public Works Department of the City and is shown in this Report as Appendix "A".

The total proposed assessment for Fiscal Year 2026-27 is $99,409.44**.**

APPENDIX "A"

ASSESSMENT ROLL

DIABLO ESTATES AT CLAYTON
BENEFIT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27

Assessor's Parcel Number	Property Address	Assessment Amount
119-630-003	22 SEMINARY RIDGE PL	$4,142.06
119-630-004	18 SEMINARY RIDGE PL	$4,142.06
119-630-005	14 SEMINARY RIDGE PL	$4,142.06
119-630-006	10 SEMINARY RIDGE PL	$4,142.06
119-630-008	15 SEMINARY RIDGE PL	$4,142.06
119-630-009	19 SEMINARY RIDGE PL	$4,142.06
119-630-010	23 SEMINARY RIDGE PL	$4,142.06
119-630-012	27 SEMINARY RIDGE PL	$4,142.06
119-630-013	26 SEMINARY RIDGE PL	$4,142.06
119-630-014	9 SEMINARY RIDGE PL	$4,142.06
119-640-001	6 SEMINARY RIDGE PL	$4,142.06
119-640-004	7 PROMONTORY PL	$4,142.06
119-640-010	16 PROMONTORY PL	$4,142.06
119-640-011	12 PROMONTORY DR	$4,142.06
119-640-012	8 PROMONTORY PL	$4,142.06
119-640-013	4 PROMONTORY PL	$4,142.06
119-640-016	2 SEMINARY RIDGE PL	$4,142.06
119-640-017	3 SEMINARY RIDGE PL	$4,142.06
119-640-018	11 PROMONTORY PL	$4,142.06
119-640-019	17 PROMONTORY PL	$4,142.06
119-640-020	21 PROMONTORY PL	$4,142.06
119-640-021	24 PROMONTORY PL	$4,142.06
119-640-022	20 PROMONTORY PL	$4,142.06
119-640-023	5 SEMINARY RIDGE PL	$4,142.06
Parcel Count:	**24**	**$99,409.44**

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Dennis Bozanich, Administrative Services Director

DATE: July 7, 2026

SUBJECT: Conduct a Public Hearing and Consider Adopting Resolution No. 29-2026 to Call a General Municipal Election and Consolidate with the Statewide General Election to Extend the term of the Landscape and Maintenance District (LMD) until June 30, 2037 and the Levy of Assessments based on a Revised Rate and Method of Apportionment (RMA) for the existing LMD and setting rules and deadlines for submittal of arguments for and against the tax measure

---

STAFF RECOMMENDATION

Staff recommends opening and closing a public hearing to consider adopting Resolution No. 29-2026 to call a municipal election, consolidate the municipal election with the November 3, 2026 Statewide General Election to extend the term of Landscape Maintenance District (Community Facilities District No. 2007-1) to June 30, 2037, and alter the rate and method of apportionment and set the rules and deadlines for the submission of arguments for and against the tax measure.

BACKGROUND

Since 2007, the Landscape and Maintenance District (LMD) has been renewed every ten years and the special tax levied to provide landscape maintenance services along the City's major roadways and weed abatement for City trails and open space. The LMD's current term and its authority to levy the special tax will expire on June 30, 2027.

ANALYSIS

The expiration of the LMD would reduce revenue used for maintenance of the landscaping on major roadways and for trails and open spaces by $1.3 million each year. There is insufficient General Fund dollars available to backfill this special tax revenue. Adding to the challenge, is that the weed abatement, funded with the special tax revenue, is required and enforced by the Contra Costa County Fire Protection District.

The LMD does have a mechanism to increase the special tax annually based on a "cost of living" formula that is capped at a 3% increase per year. The LMD has seen its purchasing power diminish over the past ten years due to inflation rates above the 3% annual COLA cap. The ballot measure includes a one-time 10% increase in the tax to address this inflation-driven gap.

The tax measure is proposed to maintain its ten-year renewal period and fiscal oversight by the Trails and Landscape Committee.

CEQA
NA

FISCAL IMPACT
With the 10% one-time increase, the maximum residential assessment in FY2027-28 will be $354.45 per parcel and $354.45 per acre or fraction thereof. This will raise approximately $1.5 million for district landscape maintenance operations, an increase of approximately $150,000.

ATTACHMENTS
1. ATT A - Reso No 29-2026 Calling Election LMD

RESOLUTION NO. 29-2026

A RESOLUTION CALLING A GENERAL MUNICIPAL ELECTION TO BE CONSOLIDATED WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON NOVEMBER 3, 2026 TO EXTEND THE TERM FOR TEN (10) YEARS AND ALTER THE RATE AND METHOD OF APPORTIONMENT OF THE EXISTING SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2007-1 (CITYWIDE LANDSCAPE MAINTENANCE) AND SETTING RULES AND DEADLINES FOR THE SUBMITTAL OF ARGUMENTS FOR AND AGAINST THE TAX MEASURE

THE CITY COUNCIL
City of Clayton, CA
Community Facilities District No. 2007-1
(Citywide Landscape Maintenance)

WHEREAS, the City of Clayton has established Community Facilities District No. 2007-1 (Citywide Landscape Maintenance), City of Clayton, County of Contra Costa, State of California ("CFD"), authorized the levy of a special tax on real property within the CFD and established an initial appropriations limit for the CFD; and

WHEREAS, the special tax levied within the CFD is set to expire in Fiscal Year 2026/2027; and

WHEREAS, on June 2, 2026, the City Council adopted Resolution No. 13-2026, a Resolution of Consideration, to (i) extend the term of the existing special tax within the CFD for ten (10) years from Fiscal Year 2027/2028 (i.e., beginning July 1, 2027) through Fiscal Year 2036/2037 (i.e., ending June 30, 2037) and (ii) to alter the CFD's rate and method of apportionment of the special tax ("Rate and Method of Apportionment") during those ten (10) years; and

WHEREAS, the City Council scheduled a public hearing on such proposed special tax extension and rate adjustment for July 7, 2026 at which time and place all persons interested, including taxpayers and property owners were invited to appear and be heard, and the City Council considered all written and oral protests made against this proposal; and

WHEREAS, the City Clerk provided due notice of the public hearing as required by Government Code sections 53322 and 53335; and

WHEREAS, at the duly noticed public hearing, less than a majority of the registered voters and less than a majority of the property owners included in the CFD and not exempt from the special tax filed written protests against the proposed extension of the term and alteration of the Rate and Method of Apportionment; and

WHEREAS, at least twelve (12) persons have been registered to vote within the CFD for each of the ninety (90) days preceding the close of the public hearing and, therefore, the vote shall be by registered voters of the CFD, with each voter having one (1) vote; and

WHEREAS, therefore, the City Council wishes to submit the proposed special tax measure ("Measure") to the voters of the CFD as required by Government Code section 53338; and

WHEREAS, the City Council desires to consolidate the General Municipal Election for the Measure described herein with the Statewide General Election to be held on November 3, 2026; and

WHEREAS, the City Council further desires to set rules and deadlines for the submittal of written arguments and rebuttals for and against the Measure.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLAYTON THAT:

SECTION 1. Findings and Background. The City Council finds that the preceding recitals are correct and are incorporated into this Resolution.

SECTION 2. Determinations. It is hereby determined by this City Council that:

A. All prior proceedings pertaining to the formation of the CFD and extension and alteration of the Rate and Method of Apportionment proposed herein were valid and taken in conformity with the requirements of the law, and specifically the provisions of the Mello-Roos Community Facilities Act of 1982 (commencing with Government Code section 53311 *et seq.*) (the "Act").

B. The written protests received, if any, do not represent a majority protest as defined by the applicable provisions of the Act and, therefore, the special tax proposed to be extended and altered has not been precluded by majority protest pursuant to Section 53337 of the Government Code.

C. The City Council now submits the question of whether to extend the term and alter the Rate and Method of Apportionment within the CFD as set forth herein to the registered voters of the CFD as required by Government Code section 53326. Each registered voter residing within the CFD shall be entitled to one vote. The Measure will be approved if two-thirds of the votes cast upon the question are in favor thereof.

D. The City of Clayton boundaries are the same as those in the previous City election and there are no proposed changes the authorized services to be provided by the CFD.

SECTION 3. Election. The City Council, pursuant to its right and authority as contained in the California Elections and Government Codes and all other laws governing general law cities, hereby calls a General Municipal Election to be held and consolidated with the Statewide General Election on Tuesday, November 3, 2026 and submits the extension of the term and alteration of the Rate and Method of Apportionment of the existing special tax within the CFD to the qualified electors of the CFD at said General Municipal Election. As set forth in the Resolution of Consideration, Resolution No. 13-2026, the City Council proposes extending the term of the existing special tax for ten (10) years from Fiscal Year 2027/2028 through Fiscal Year 2036/2037, and altering the Rate and Method of Apportionment of the special tax ("Special Tax" or "Measure"). The altered Rate and Method of Apportionment for the Special Tax, is more particularly set forth in attached Exhibit "A".

SECTION 4. Election Consolidation. In accordance with Section 10403 of the California Elections Code, the City requests the Contra Costa County Board of Supervisors consolidate the General Municipal Election on the Special Tax with the Statewide General Election and all other elections being held in the same territory on November 3, 2026. The City requests and authorizes the Contra Costa County elections official to provide the services necessary to implement the election and to consolidate the election on the November 3, 2026 Election Ballot for the County of Contra Costa. The elections official is hereby authorized to take any and all steps necessary for holding the above election. The ballots to be used at the election shall be in the form and content as required by law. The elections official shall perform and render all services and proceedings incidental to and connected with the conduct of the election, including but not limited to, the following:

A. Make such publications as are required by law in connection with the election.

B. Prepare and furnish the necessary election supplies for the conduct of the election.

C. Establish or appoint precincts, voting centers, and election officers for the conduct of the election.

D. Cause to be printed the requisite number of official ballots, sample ballots, voter information guides, tally sheets and other necessary forms.

E. Furnish ballots and voter information guides for the qualified electors of the CFD.

F. Cause the official ballots to be presented to the qualified electors, as required by law.

G. Receive the returns of the election and supplies.

H. Sort and assemble the election material and supplies in preparation for the canvassing of the returns.

I Canvass the returns of the election.

J. Furnish a tabulation of the number of votes given in the election.

K. Conduct and handle all other matters relating to the proceedings and conduct of the election in the manner and form as required by law.

SECTION 5. Ballot Question for the Measure. The City Council, pursuant to its right and authority under California law, does hereby order that the ballot question shall be presented and printed upon the ballot submitted to the qualified voters in the manner and form set forth in this Section 5. On the ballot to be submitted to the qualified voters at the election to be held at the General Municipal Election to be consolidated with the Statewide General Election on Tuesday, November 3, 2026, in addition to any other matters required by law, there shall be printed substantially the following ballot question:

CITY OF CLAYTON - MEASURE: ____.		
CITYWIDE LANDSCAPE MAINTENANCE EXTENSION AND ALTERATION OF RATE OF EXISTING SPECIAL TAX Shall the measure to fund on-going trail system operations and maintenance, roadway landscaping, open space weed abatement, and related services of the Clayton Community Facility District No. 2007-1 (Citywide Landscape Maintenance) by extending the special tax for ten years and amending its rate and method of apportionment of the special tax to $354.54/year per residential and $354.54/acre per non-residential parcels, for FYs 2027-2037, including annual inflationary adjustments to the special tax rates not to exceed 3% per year, and subject to continued citizen's committee oversight, be approved?	**YES** **NO**	

SECTION 6. Impartial Analysis. Pursuant to Government Code section 53327 and Elections Code section 9280, the City Clerk shall transmit a copy of the Measure to the City Attorney, who shall prepare an impartial analysis of the Measure, not to exceed 500 words in length, showing the effect of the Measure on existing law and the operation of the Measure. The City Attorney shall transmit such impartial analysis to the City Clerk's

Office, who shall cause the analysis to be published in the voter information guide along with the ballot measure as provided by law. The impartial analysis shall be filed with the City Clerk by **Wednesday, August 19, 2026**. The impartial analysis shall include a statement indicating whether the Measure was placed on the ballot by a petition signed by the requisite number of votes by the City Council. In the event the entire text of the Measure is not printed on the ballot, nor in the voter information portion of the sample ballot, there shall be printed immediately below the impartial analysis, in no less than 10-font bold type, the following: "**The above statement is an impartial analysis of Measure ____. If you desire a copy of the Measure, please call the election official's office at (925) 673-7300 and a copy will be mailed at no cost to you.**"

SECTION 7. Ballot Arguments and Rebuttals.

A. The City Council authorizes (i) the City Council or any member(s) of the City Council, (ii) any individual voter eligible to vote on the above Measure, (iii) a bona fide association of such citizens, or (iv) any combination of voters and associations, to file a written argument in favor of or against the City Measure, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California and may change the argument until and including **Wednesday, August 19, 2026**, after which no arguments for or against the Measure may be submitted to the City Clerk. Arguments in favor of or against the Measure shall each not exceed 300 words in length. Each argument shall be filed with the City Clerk, signed, and include the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument.

B. The City Clerk shall comply with all provisions of law establishing priority of arguments for printing and distribution to the voters, and shall take all necessary actions to cause the selected arguments to be printed and distributed to the voters.

C. That pursuant to section 9285 of the Elections Code of the State of California, when the City Clerk's Office has selected the arguments for and against the Measure which will be printed and distributed to the voters, the City Clerk's Office shall send copies of the argument in favor of the Measure to the authors of the argument against, and copies of the argument against to the authors of the argument in favor. The authors or persons designated by them may prepare and submit rebuttal arguments not exceeding 250 words. The rebuttal arguments shall be filed with the City Clerk's Office not later than **Monday, August 24, 2026**. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

D. That the provisions herein shall apply only to the election to be held on November 3, 2026, and shall then be repealed.

SECTION 8. Special Tax Accountability Measures. Pursuant to and in compliance with the provisions of Government Code Section 50075.1, this City Council hereby establishes the following accountability measures pertaining to the levy by the CFD of the proposed Special Tax:

A. The Special Tax shall be levied for the specific purposes set forth in the Resolution of Consideration and Section 9 below.

B. The proceeds of the levy of such Special Tax shall be applied only to the specific applicable purposes set forth in the Resolution of Consideration (Resolution No. 13-2026) and Section 9 below.

C. The City shall establish a separate account into which the proceeds of the Special Tax shall be deposited.

D. The City Manager or his or her designee, acting for and on behalf of the CFD, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

SECTION 9. Additional Actions. The City Manager and City Clerk are hereby authorized and directed to take all necessary and appropriate steps to place the Measure on the ballot. The City may recover the costs of the election and related procedures to place the Special Tax on the ballot from the proceeds of such Special Tax or the existing special tax as an incidental expense of the CFD. The City Council hereby amends Exhibit "A" of Resolution No. 06-2007 to clarify that the election expenses set forth in this Section as permissible costs of the operation and maintenance of the CFD.

SECTION 10. Effective Date. This Resolution shall become effective immediately upon its adoption.

SECTION 11. Public Examination. Pursuant to Section 9295 of the Elections Code, the Measure will be available for public examination for no fewer than ten (10) calendar days prior to being submitted for printing in the voter information guide. The election official shall post notice in the election official's office of the specific dates that the examination period will run.

SECTION 12. Delivery of Resolution to County. The City Clerk's Office shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions. The City Council directs the City Clerk's Office to deliver copies of this Resolution, including the Measure attached hereto as Exhibit "A", to the Clerk of the Board of Supervisors of Contra Costa County and to the Registrar of Voters of Contra Costa County not later than 88 days prior to the General Municipal Election.

SECTION 13. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Clayton, California, at a regular public meeting thereof held on the 7th day of July 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

ATTEST:

_____
Jeff Wan, Mayor

_____
Melissa Rhodes, City Clerk

I certify that the foregoing resolution was duly and regularly passed by the City Council of the City Clayton at a regular meeting held on July 7, 2026.

_____
Melissa Rhodes, City Clerk

EXHIBIT "A"

City of Clayton, CA
Community Facilities District No. 2007-1
(Citywide Landscape Maintenance)

Rate and Method of Apportionment of Special Tax

CITY OF CLAYTON
Community Facilities District 2007-1
(Citywide Landscape Maintenance)
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A special tax will be levied annually on each taxable parcel of land not defined below as an "Exempt Parcel" within the Community Facilities District 2007-1 (Citywide Landscape Maintenance) (the "CFD") and collected in the same manner as ordinary ad-valorem property taxes or in such manner as the City of Clayton City Council or its designee shall determine, including City-originated billing of the affected property owners.

Definitions

The terms hereinafter set forth have the following meanings:
"Taxable Parcels" - Parcels of land within the boundaries of the District that are not included in the "Exempt Parcel" category listed below.
"Exempt Parcels" - Parcels of land owned by a public agency, right-of-way parcels, schools, hospitals, cemeteries, mortuaries, libraries, parks, mineral rights, private roads, pipelines, public parking facilities and common areas.
"Residential Parcels" - Taxable Parcels of land that are classified as either single-family, condominium, townhouse, multi-family or rural residential parcels.
"Non-residential Parcels" - Taxable Parcels that are not classified as "Residential Parcels."
"Special Tax" - The Special Tax allowed to be levied on a property within the CFD, calculated pursuant to the Rate and Method of Apportionment of Special Tax.

Special Tax Formula

A. **Residential Parcels -** An annual Special Tax will be levied on all Residential Parcels, as defined above, at the per parcel tax rate for each Fiscal Year 2027/28 through 2036/37. The annual Special Tax Rate established for Fiscal Year 2027/28 is $354.45 per parcel.

B. **Non-residential Parcels -** An annual Special Tax will be levied on all Non-residential Parcels, as defined above, at the per acre rate for each Fiscal Year 2027/28 through 2036/37. The annual Special Tax Rate established for Fiscal Year 2027/28 is $354.45 per acre or fraction thereof.

Parcel Classification	FY 2027/28 Maximum Rate (1)(2)	Rate Per
Residential Parcels	$354.45	Parcel
Non-residential Parcels	$354.45	Acre or fraction thereof

(1) Actual levy amount is rounded to the nearest even cent for County tax submittal purposes.
(2) Rate subject to the Special Tax Escalation Factor.

Duration of Special Tax Levy

Per Measure B, the Special Tax will be levied annually for a period of ten (10) years commencing with Fiscal Year 2007/08 through and including Fiscal Year 2016/17. Per Measure H, the Special Tax with the same rate methodology was extended for ten (10) years commencing with Fiscal Year 2017/18 through and including Fiscal Year 2026/27. After Fiscal Year 2026/27 the Special Tax may no longer be collected unless extended pursuant to applicable laws, except that a Special Tax that was lawfully levied in or before the final tax year and that remains delinquent may be collected in subsequent years.

Special Tax Escalation Factor

In Fiscal Years 2028/29 through 2036/37, the Special Annual Tax rate may be increased annually by the City of Clayton City Council in an amount not to exceed the full annual adjustment (April to April) in the Consumer Price Index – All Urban Consumers, San Francisco-Oakland-Hayward, CA Area (Base Period 1982-84 = 100) (the "CPI increase"). This escalation factor is applicable if determined by the City to be necessary due to expected or actual increases in the operational and maintenance expenses attributable to the District. Such determination shall be made by action of the City of Clayton City Council, which must occur at a regular public meeting thereof accompanied by a prior recommendation of the citizens' Trails and Landscaping Committee established by the City Council in February 2006 (City Resolution No. 08-2006). In no event shall each annual Special Tax rate in any fiscal year increase by more than three percent (3%) over the previous year.

Relationship to Special Tax of Community Facilities District 1997-1

The District was created to replace Community Facilities District 1997-1 as the new district to levy an annual Special Tax for Citywide Landscape Maintenance purposes for a duration of 10 years, until Measure H extended the total duration to 20 years. The Community Facilities District 1997-1 had a maturity date of June 30, 2007. In order to continue landscaping maintenance for the City of Clayton, the City adopted and approved Resolution 06-2007 on February 20, 2007.

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Kris Lofthus, City Manager

DATE: July 7, 2026

SUBJECT: Appoint Council Members to an Ad Hoc Committee to Author Direct and Rebuttal Arguments for the Landscape and Maintenance District (LMD) extension to June 30, 2037 and the revised Rate and Method of Apportionment of the assessment for the November General Election Ballot.

RECOMMENDATION

Appoint Two Council Members to an Ad Hoc Committee to author direct and rebuttal arguments for the November 2026 General Election Ballot in support of the extension of the LMD until June 30, 2037, and the revised Rate and Method of Apportionment.

ATTACHMENTS

None

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Kris Lofthus, City Manager

DATE: July 7, 2026

SUBJECT: Adopt Resolution No. 30-2026 Appointing Three (3) Individuals to the Planning Commission for a Two-Year Term, ending June 30, 2028.

RECOMMENDATION

Adopt Resolution No. 30-2026 appointing three (3) individuals to the Planning Commission for a two-year term, Ending June 30, 2028

BACKGROUND

Earlier on the agenda, the City Council conducted interviews of the four candidates wishing to be appointed or reappointed to the Planning Commission. The appointments are conducted as an action item and will be voted on by the full council after discussion and public comment.

DISCUSSION

The City Council may appoint up to three (3) individuals to the Planning Commission each serving a two (2) year term.

FISCAL IMPACT

Planning Commission stipend was approved in Fiscal Year 2026-2027 Budget.

CEQA IMPACT

Adopting this resolution is an administrative action that is exempt from CEQA.

ATTACHMENTS

1. Attachment A - Resolution 30-2026 Appointing Three Planning Commissioners

RESOLUTION NO. 30-2026

A RESOLUTION APPOINTING THREE CITIZENS TO THE CITY OF CLAYTON PLANNING COMMISSION

THE CITY COUNCIL
City of Clayton, California

WHEREAS, in 1964 the City Council of Clayton adopted Ordinance No. 20 establishing the City of Clayton Planning Commission with five (5) members; and

WHEREAS, three vacancies will be created with the June 30, 2026, term end date of the commission seats held by Commissioners Daniel Peterson, Maria Shulman and Nate Brzovich. Staff advertised the vacancies of the appointive positions on the Planning Commission and set a deadline of June 30, 2026 to submit an application to seek appointment or reappointment to serve on the commission; and

WHEREAS, four interested citizens submitted timely applications expressing willingness to serve in this appointed capacity; and

WHEREAS, on July 7, 2026, the Clayton City Council publicly interviewed the candidates;

NOW, THEREFORE, BE IT RESOLVED that the City Council of Clayton, California, does hereby appoint the following individuals to the Planning Commission of the City of Clayton for the full two-year terms of office:

_____ : July 7, 2025 through June 30, 2028
_____ : July 7, 2025 through June 30, 2028
_____ : July 7, 2025 through June 30, 2028

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California at a regular public meeting thereof held the 7th day of July 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

THE CITY COUNCIL OF CLAYTON, CA

_____
Jeff Wan, Mayor

ATTEST:

_____
Melissa Rhodes, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Dennis Bozanich, Administrative Services Director

DATE: July 7, 2026

SUBJECT: Adopt Resolution No. 31-2026 Approving the Engineer's Report and Proposed Assessments for the Operation & Maintenance of Streetlights in the Streetlight Assessment District for Fiscal Year 2026/27

RECOMMENDATION

Staff recommends City Council approve Resolution No. 31-2026 authorizing the assessments for the operation and maintenance of streetlights in the Streetlight Assessment District (District) for Fiscal Year 2026/27.

BACKGROUND

The District was formed prior to 1979 pursuant to the provisions of the Street Lighting Act of 1919. As residential development occurred throughout the City, individual subdivisions were annexed into the District so that the costs associated with operating, maintaining, and servicing neighborhood streetlights could be funded through assessments levied on benefited properties.

The District provides funding for electricity, maintenance, repair, administration, and related costs associated with the streetlight system serving residential neighborhoods throughout the City. Assessments within the District are levied in accordance with the methodology established when the District was originally formed and have historically provided a source of funding for these services.

The assessment rates for the District do not include an authorized annual escalator and therefore have remained unchanged since the District was formed. In 2001, the City conducted Proposition 218 assessment ballot proceedings to increase the assessment rates in response to rising operating costs.

The proposed increase was not approved by property owners. Assessment revenues have remained relatively constant while the costs of electricity, maintenance, administration, and other operational expenses have continued to increase.

To help maintain streetlight operations and offset the growing gap between revenues and expenditures, the City historically utilized Gas Tax revenues to supplement District funding. However, those funds have since been exhausted and are no longer available to support District operations. As a result, assessment revenues alone are insufficient to fully fund the ongoing costs of operating and maintaining the streetlight system.

DISCUSSION

The Fiscal Year 2026/27 Engineer's Report projects assessment revenues of $126,122 and expenditures of approximately $139,000. The District's financial challenges are largely attributable to assessment rates that have remained unchanged since District formation, increasing electricity and maintenance costs, and the depletion of Gas Tax revenues previously used to offset a portion of the District's costs. As costs continue to increase, the City will evaluate long-term funding solutions during Fiscal Year 2026/27 to ensure the continued operation and maintenance of the streetlight system.

FISCAL IMPACT

If assessments for the District are not levied, there would be an estimated revenue loss of $126,122 for Fiscal Year 2026/27 to fund the maintenance and operations associated with the streetlights within the District.

CEQA IMPACT

None

ATTACHMENTS

1. ATT B - Clayton Street Light FY27 Engineer's Report
2. ATT A - Reso 31-2026 FY27 Streetlight District

CITY OF CLAYTON

Founded 185[illegible] ... Incorporated 1964

Streetlight Assessment District

Fiscal Year 2026-27
Engineer's Report

July 7, 2026

Prepared by

FRANCISCO AND ASSOCIATES

Where Innovative Strategies
Fund Tomorrow's Communities

Table of Contents

Page No.

Certificate ii

Section I - Introduction 1

Section II – Engineer's Report 3

Part A – Plans and Specifications 5

Part B – Estimate of Cost 6

Part C – Assessment District Diagram 8

Part D – Method of Apportionment of Assessments 10

Part E - Assessment Roll 13

Appendix

Appendix A – Assessment Roll

ENGINEER'S REPORT
CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
FISCAL YEAR 2026-27

The undersigned, acting on behalf of Francisco & Associates respectfully submits the enclosed Engineer's Report pursuant to the provisions of the Street Lighting Act of 1919 and Section 18091 of the California Streets and Highways Code. The undersigned certifies that he is a Professional Engineer, registered in the State of California.

Dated: June 23, 2026

By: _____
Eduardo Espinoza, P.E.
RCE # 83709



SECTION I

INTRODUCTION

Background

Prior to 1979, the City of Clayton (the "City") formed the Streetlight Assessment District ("District"). Subdivisions within the City annexed into the District as development occurred. Today, the District consists of the each lot within the following subdivision numbers: 2556, 2572, 3434, 3576, 3659, 4011, 4012, 4013, 4014, 4015, 4016, 4017, 4018, 4019, 4240, 4343, 4403, 4449, 4451, 4499, 4504, 4515, 4543, 4643, 4654, 4798, 4805, 4827, 4956, 5048, 5049, 5050, 5267, 5722, 6001, 6990, 7065, 7066, 7249, 7255, 7256, 7257, 7260, 7261, 7262, 7263, 7264, 7303, 7311, 7766, 7767, 7768, 7769, 7887, 8215, 8355, 8358 and 8719. Copies of the subdivision maps are on file at the City and with the Contra Costa County Recorder's Office.

A reduced copy of the Assessment Diagram showing the boundaries of the parcels within the District is provided in Part C of this Report.

In 2001, the City attempted to increase the assessment rates to offset increasing electrical costs. The Proposition 218 proceedings that followed were defeated by approximately 60% of the ballots returned, weighted by assessment.

As a result, the City continues to annually levy and collect special assessments on parcels within the District to pay for and maintain streetlight improvements in the residential areas within the District.

Compliance with the California Constitution

Assessments are levied annually within the District pursuant to the Street Lighting Act of 1919, Part 1 of Division 14 of the California Streets and Highways Code ("1919 Act"). All assessments described in this Report and approved by the City Council are prepared in accordance with the 1919 Act and are compliant with the provisions of the California Constitution Article XIIID ("Article XIIID"), which was enacted with the passage of Proposition 218 in November 1996. Pursuant to Article XIIID Section 5, certain existing assessments are exempt from the substantive and procedural requirements of Article XIIID Section 4. Specifically, Article XIIID Section 5(a) exempted:

> *"Any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control. Subsequent increases in such assessments shall be subject to the procedures and approval process set forth in Section 4."*

The City has determined that the annual assessments originally established for the District were for the maintenance and operation of streetlights within the public street rights-of-way. As such, pursuant to Article XIIID Section 5(a), the pre-existing assessment amount has been exempted from the procedural requirements of Article XIIID Section 4 since the amount of the assessment has not increased since the passage of Proposition 218.

Any future increase in the assessment rate or substantial changes in the services provided would require that the District be brought into compliance with all the requirements of Article XIIID and would require the approval of the property owners subject to the assessment based upon a mailed ballot which would be sent to each property owner.

SECTION II

ENGINEER'S REPORT PREPARED PURSUANT TO THE PROVISIONS OF STREET LIGHTING ACT OF 1919 SECTION 18000 THROUGH 18193 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

CITY OF CLAYTON

STREETLIGHT ASSESSMENT DISTRICT
FISCAL YEAR 2026-27

Pursuant to the Street Lighting Act of 1919 (Part 1 Division 14 of the Streets and Highways Code of the State of California, commencing with Section 18000), I, Eduardo Espinoza, the duly appointed Engineer of Work, Assessment Engineer for the City of Clayton Streetlight Assessment District (the "District") submit the following Report, consisting of Section I (Introduction), and this, Section II, which consists of five (5) parts as follows:

PART A: PLANS AND SPECIFICATIONS

This part describes the improvements maintained by the District. Plans and specifications for the improvements are on file in the Office of the Director of Public Works of the City of Clayton and are incorporated herein by reference.

PART B: ESTIMATE OF COST

This part contains an estimate of the cost of the proposed improvements to be maintained for Fiscal Year 2026-27, including incidental costs and expenses in connection therewith. The estimate is attached hereto and is on file in the Office of the Director of Public Works of the City of Clayton.

PART C: ASSESSMENT DISTRICT DIAGRAM

This part incorporates a Diagram of the District showing the parcels within the boundaries of the District, the boundaries of any zones within the District and the lines and dimensions of each lot or parcel of land within the District. This Diagram has been prepared by the Engineer of Work and is on file in the Office of the Director of Public Works of the City of Clayton.

The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Contra Costa County Assessor for the year when this Report was prepared. The Assessor's maps and records are incorporated by reference herein and made a part of this Report.

PART D: METHOD OF APPORTIONMENT OF ASSESSMENTS

This part describes the method of apportionment of assessments, based upon commonly accepted assessment engineering practices and have been calculated and proportionately spread to each parcel based on the special benefits received as approved by the City Council at the time the District was formed.

PART E: ASSESSMENT ROLL

This part contains an assessment of the estimated cost of the improvements apportioned to each benefited parcel of land within the District. The Assessment Roll is filed in the Office of the City Clerk of the City of Clayton and is incorporated in this Report. The list is keyed to the records of the Contra Costa County Assessor, which are incorporated herein by reference.

PART A

PLANS AND SPECIFICATIONS

The District provides for the continued maintenance and servicing of the street lighting system on residential streets within the subdivisions of the District. The street lighting system that is operated, maintained, and serviced by the District is within the public right-of-way and public easements within the boundaries of the District and includes those streetlights that may be mounted on PG&E poles or on City-owned poles (either wood, metal, or concrete). Streetlights and appurtenant facilities include, but are not limited to poles, fixtures, bulbs, conduits, equipment, including guys, anchors, posts, pedestals, and metering devices, as required to provide safe lighting within the boundaries of the District.

Drawings showing the specific locations of the improvements are on file in the City's Public Works Department and are made a part of this report by reference.

PART B

ESTIMATE OF COSTS

All streetlights and other appurtenant improvements within the District are maintained and serviced on a regular basis. The proposed cost estimate for the District is shown herein. This includes an estimate of the costs of utilities, operations, services, administration, and maintenance associated with the improvements, including all labor, personnel, equipment, materials, and administrative expenses. The summary also shows the projected beginning and ending fund balances based upon the estimated expenditures and assessment revenue.

City of Clayton
Streetlight Assessment District
(Neighborhood Streetlight Assessment District Fund 214)

Fiscal Year 2026-27 Cost Estimate

Projected Revenues	
Assessment Revenues	$126,122
Interest Earnings	$0
Total Projected Revenues	**$126,122**
Estimate of Expenditures	
PG&E	$90,000
Streetlight Maintenance	$25,000
Transfer to the General Fund for City Administration	$15,000
Administration and County Collection Fees	$4,000
Engineering/Inspection	$5,000
Total Estimate of Expenditures	**$139,000**
Fund Balance Information	
Beginning Balance - Projected July 1, 2026	($100,000)
FY 2026-27 Reserve Collection Increase/(Decrease)	($12,878)
Ending Balance - Projected June 30, 2027	($112,878)
Reserves Information	
Recommended Operating Reserves	$69,500
Available Operating Reserves	($112,878)
Available Capital Reserves	$0

The purpose of the various reserve accounts is to ensure the District will have funds available for cashflow purposes and to repair or reconstruct the facilities that are the responsibility of the District.

The Operating Reserve target is fifty percent (50%) of the projected expenditures. Maintaining a fully funded Operating Reserve eliminates the need for the City to transfer funds from non-District accounts to pay for operational expenses during the first half of the fiscal year and provides the District with sufficient funds to address any unforeseen or unusual expenditures that may occur during the year.

The purpose of collecting and holding funds in a Capital Reserve is so that when and if improvements need to be replaced or expenditures that are greater than can be conveniently raised from a single year's assessment, funds are available so that the District can respond and address the need promptly.

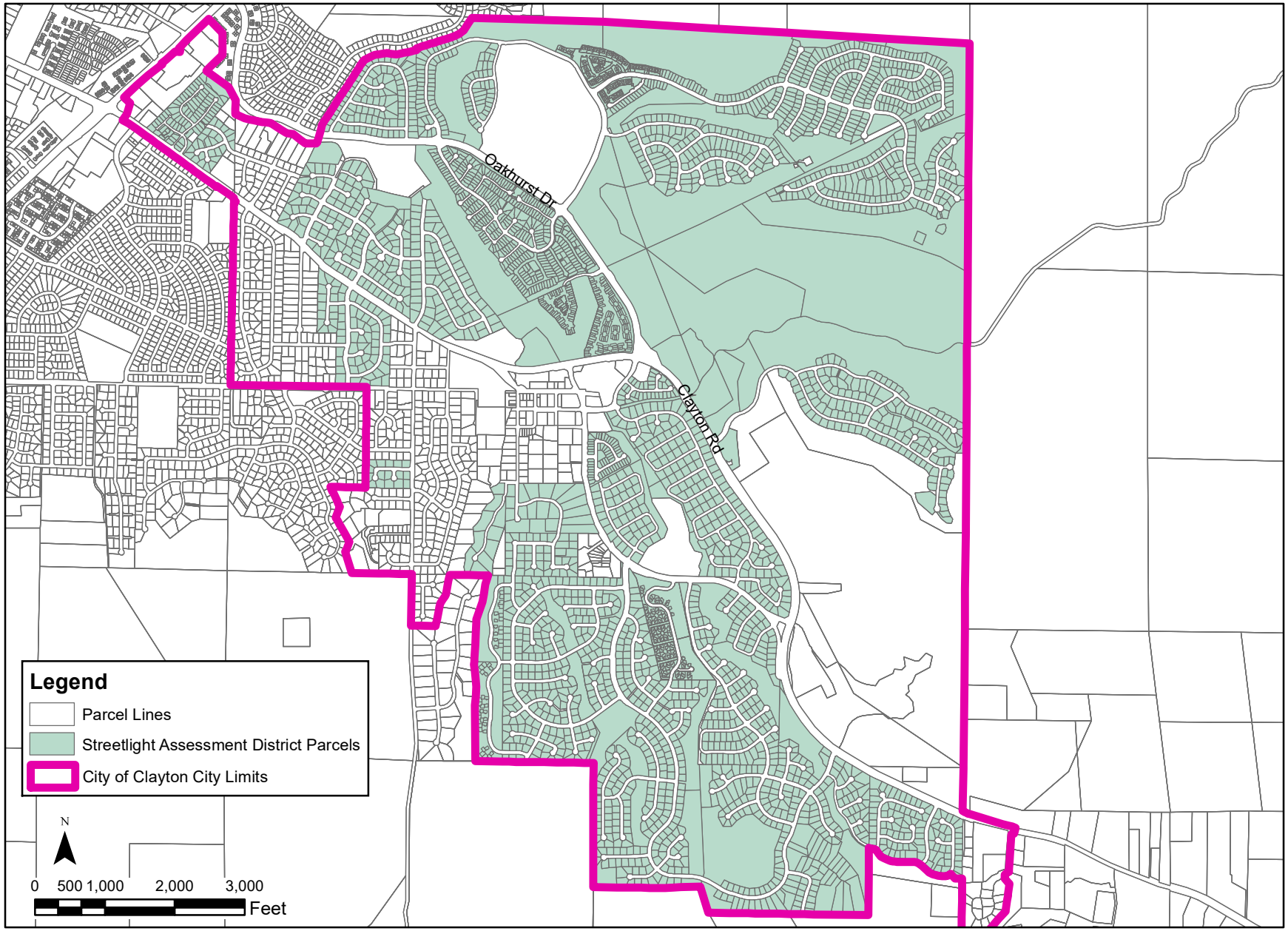
PART C

ASSESSMENT DISTRICT DIAGRAM

The boundaries of the District are shown herein. The lines and dimensions of each parcel within the District are those lines and dimensions shown on the maps of the Contra Costa County Assessor for the year in which this Report was prepared and are incorporated by reference herein and made part of this Report.

A reduced copy of the Assessment Diagram is shown on the following page.

City of Clayton
Streetlight Assessment District
Boundaries



PART D

METHOD OF APPORTIONMENT OF ASSESSMENTS

General

The 1919 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of public street lighting systems and appurtenant facilities. The 1919 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value.

Benefit Analysis

Each of the improvements have been carefully reviewed by the City, and the assessments and methods of apportionment described in this Report utilize commonly accepted assessment engineering practices and have been calculated and proportionately spread to each parcel based on the special benefits received as approved by the City Council at the time the District was formed.

General Benefits – In reviewing each of the District improvements, the proximity of those improvements to both properties within the District and those outside the District, as well as the reasons for installing and constructing such improvements, it is evident that the improvements are solely the result of developing properties within the District and the ongoing maintenance and operation of these improvements will directly affect the properties within the District. Although the improvements include public areas, easements, rights-of-way, and other areas available or visible to the public at large, the construction and installation of these improvements were only necessary for the development of properties within the District and were not required, nor necessarily desired by any properties or developments outside the District boundary and any public use of the improvements by others is incidental. Therefore, it has been determined that the improvements and the ongoing maintenance, servicing and operation of those improvements provide no measurable general benefit to properties outside the District or to the public at large, but clearly provide distinct and special benefits to properties within the District.

Special Benefits – The method of apportionment (method of assessment) established herein is based on the premise that each assessed parcel within the District receives special benefits from the improvements and the desirability of those properties enhanced by the presence of well-lit areas near those properties.

Furthermore, since this District only provides funding for residential street lighting within specific subdivisions, the finding of a special benefit is relatively simple. Those occupied properties located on a lighted public street receive a special benefit relative to those properties located on unlit streets and sidewalks. This benefit may be described as additional protection for residents from criminal activity and, to a lesser extent, vehicular

traffic. It should be noted that streetlights protect pedestrians from vehicular traffic by increasing the pedestrian's sight and subsequent ability to avoid danger more than it increases their visibility to others (drivers). Lastly, it has been determined that the lack of funding to properly service and maintain the District improvements would have a negative impact on the properties within the District.

Non-Assessable Properties – Within the boundaries of the District, there are several types of properties that are considered to receive no special benefit from the District improvements and are therefore not assessed. These parcels include:

1) Publicly owned parcels that are reserved as public open space or are developed as City Parks for active recreation and are maintained and serviced by the District;
2) Publicly owned wetland parcels;
3) Certain public utility parcels;
4) Privately owned open space parcels; and
5) Privately owned "sliver" parcels that have resulted from a lot line adjustment with an adjacent larger parcel. The adjacent larger parcel, of which these "sliver" parcels are a part, are assessed at the residential rate.

Assessment Methodology

The special benefits received by each parcel within the District and each parcel's proportional annual assessment are calculated as follows. In detached, single family subdivisions with public streets, the special benefit conferred to property from the streetlights is equal to the number of lots, regardless of size, and the assessment should, therefore, be equal for every lot and will be assigned an assessment unit of one.

In subdivisions with private streets that are served or traversed by lighted public streets, the property owners already pay for a share of their private street lighting and the ratio of lots to the number of public lights is higher than those in subdivisions with all public streets. In order to provide equity in these circumstances assessment units of one-half have been assigned to privately held single family and duet subdivisions (Oak Hollow, Black Diamond, and Diablo Pointe) and one-quarter to privately held multi-family subdivisions (Diablo Ridge, Chaparral Springs, and Marsh Creek Villas).

There are publicly owned parcels (open space) that front along lighted public streets. However, since these properties are not occupied, no benefit, either special or general, is received.

A summary of the assessments by subdivision and the respective rates follows.

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
Fiscal Year 2026/27
SUMMARY OF PROPOSED ASSESSMENTS

Subd. Name	Subdivision No.	No. of Lots	Type	Public Street	Assessment Unit (A.U.) per Lot	Total A.U.	Assessment per A.U.	Assessment per Lot	Total ($)
Cardinet Glen I	2556	24	SF	Y	1	24.00	$43.54	$43.54	$1,044.96
Cardinet Glen II	2572	30	SF	Y	1	30.00	$43.54	$43.54	$1,306.20
Glen Almond	3434	23	SF	Y	1	23.00	$43.54	$43.54	$1,001.42
Dana Hills I	3576	30	SF	Y	1	30.00	$43.54	$43.54	$1,306.20
Mission Manor	3659	25	SF	Y	1	25.00	$43.54	$43.54	$1,088.50
Dana Hills II	4011	54	SF	Y	1	54.00	$43.54	$43.54	$2,351.16
Dana Hills III	4012	50	SF	Y	1	50.00	$43.54	$43.54	$2,177.00
Dana Hills IV	4013	93	SF	Y	1	93.00	$43.54	$43.54	$4,049.22
Dana Hills V	4014	50	SF	Y	1	50.00	$43.54	$43.54	$2,177.00
Dana Hills VI	4015	30	SF	Y	1	30.00	$43.54	$43.54	$1,306.20
Dana Hills VII	4016	65	SF	Y	1	65.00	$43.54	$43.54	$2,830.10
Dana Hills VIII	4017	47	SF	Y	1	47.00	$43.54	$43.54	$2,046.38
Dana Hills IX	4018	32	SF	Y	1	32.00	$43.54	$43.54	$1,393.28
Dana Hills X	4019	52	SF	Y	1	52.00	$43.54	$43.54	$2,264.08
Marsh Creek	4240	109	MF	N	0.25	27.25	$62.56	$15.64	$1,704.76
Regency Woods I	4343	77	SF	Y	1	77.00	$43.54	$43.54	$3,352.58
St. James Place	4403	16	SF	Y	1	16.00	$43.54	$43.54	$696.64
Casey Glen	4449	24	SF	Y	1	24.00	$43.54	$43.54	$1,044.96
Briarwood I	4451	19	SF	Y	1	19.00	$43.54	$43.54	$827.26
Jeffry Ranch	4499	68	SF	Y	1	68.00	$43.54	$43.54	$2,960.72
Dana Ridge	4504	86	MF	N	0.25	21.50	$62.56	$15.64	$1,345.04
Clayton Greens	4515	78	SF	Y	1	78.00	$43.54	$43.54	$3,396.12
Regency Woods II	4543	71	SF	Y	1	71.00	$43.54	$43.54	$3,091.34
Regency Woods III	4643	37	SF	Y	1	37.00	$43.54	$43.54	$1,610.98
Briarwood II	4654	40	SF	Y	1	40.00	$43.54	$43.54	$1,741.60
Regency Woods IV	4798	145	SF	Y	1	145.00	$43.54	$43.54	$6,313.30
Easley Estates I	4805	48	SF	Y	1	48.00	$43.54	$43.54	$2,089.92
Silver Creek I	4827	26	SF	Y	1	26.00	$43.54	$43.54	$1,132.04
Silver Creek II	4956	94	SF	Y	1	94.00	$43.54	$43.54	$4,092.76
Easley Estates II	5048	51	SF	Y	1	51.00	$43.54	$43.54	$2,220.54
Easley Estates III	5049	40	SF	Y	1	40.00	$43.54	$43.54	$1,741.60
Easley Estates IV	5050	55	SF	Y	1	55.00	$43.54	$43.54	$2,394.70
Douglas Court	5267	9	SF	Y	1	9.00	$43.54	$43.54	$391.86
Regency Meadows	5722	96	SF	Y	1	96.00	$43.54	$43.54	$4,179.84
Westwood	6001	65	SF	Y	1	65.00	$43.54	$43.54	$2,830.10
Westwood	6001	4	MF	Y	0.5	2.00	$31.28	$15.64	$62.56
Windmill Canyon I	6990	92	SF	Y	1	92.00	$43.54	$43.54	$4,005.68
Black Diamond I	7065	108	Duet	N	0.5	54.00	$62.56	$31.28	$3,378.24
Chaparral Springs I	7066	117	MF	N	0.25	29.25	$33.36	$8.34	$975.78
Peacock Creek I	7249	69	SF	Y	1	69.00	$33.38	$33.38	$2,303.22
Peacock Creek II	7255	72	SF	Y	1	72.00	$33.38	$33.38	$2,403.36
Eagle Peak I	7256	70	SF	Y	1	70.00	$43.54	$43.54	$3,047.80
Eagle Peak II	7257	60	SF	Y	1	60.00	$43.54	$43.54	$2,612.40
Falcon Ridge I	7260	75	SF	Y	1	75.00	$33.38	$33.38	$2,503.50
Falcon Ridge II	7261	70	SF	Y	1	70.00	$43.54	$43.54	$3,047.80
Windmill Canyon II	7262	99	SF	Y	1	99.00	$43.54	$43.54	$4,310.46
Windmill Canyon III	7263	101	SF	Y	1	101.00	$43.54	$43.54	$4,397.54
Windmill Canyon IV	7264	102	SF	Y	1	102.00	$33.38	$33.38	$3,404.76
Chaparral Springs II	7303	52	MF	N	0.25	13.00	$33.36	$8.34	$433.68
Black Diamond II	7311	118	Duet	N	0.5	59.00	$62.56	$31.28	$3,691.04
Diablo Ridge I	7766	60	MF	N	0.25	15.00	$33.36	$8.34	$500.40
Oak Hollow	7766	35	SF	N	0.5	17.50	$33.36	$16.68	$583.80
Diablo Ridge II	7767	76	MF	N	0.25	19.00	$33.36	$8.34	$633.84
Oak Hollow IIA	7768	55	SF	N	0.5	27.50	$62.56	$31.28	$1,720.40
Oak Hollow IIB	7769	53	SF	N	0.5	26.50	$62.56	$31.28	$1,657.84
Stranahan	7887	54	SF	Y	1	54.00	$33.38	$33.38	$1,802.52
Diablo Village	8215	33	SF	Y	1	33.00	$43.54	$43.54	$1,436.82
Rachel Ranch	8355	8	SF	Y	1	8.00	$43.54	$43.54	$348.32
Bridlewood	8358	19	SF	Y	1	19.00	$43.54	$43.54	$827.26
Diablo Pointe	8719	24	SF	N	0.5	12.00	$44.36	$22.18	$532.32
TOTALS		**3,485**				**2,911.50**			**$126,121.70**

PART E

ASSESSMENT ROLL

A list of names and addresses of the owners of all parcels, and the description of each parcel within the District is shown on the last equalized Secured Property Tax Roll of the Contra Costa County Assessor, which by reference is hereby made a part of this Report.

This list is keyed to the Assessor's Parcel Numbers as shown on the Assessment Roll, which includes the proposed amount of assessments for Fiscal Year 2026-27 apportioned to each parcel. The Assessment Roll is on file in the Public Works Department of the City and is shown in this Report as Appendix "A".

The total proposed assessment for Fiscal Year 2026-27 is $126,121.70**.**

APPENDIX "A"

ASSESSMENT ROLL

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 2556

Assessor's Parcel Number	Assessment Amount
118-061-001	$43.54
118-061-002	$43.54
118-061-003	$43.54
118-061-004	$43.54
118-061-005	$43.54
118-061-006	$43.54
118-061-007	$43.54
118-062-001	$43.54
118-062-002	$43.54
118-062-003	$43.54
118-062-004	$43.54
118-062-009	$43.54
118-062-011	$43.54
118-062-010	$43.54
118-063-002	$43.54
118-063-003	$43.54
118-063-004	$43.54
118-063-005	$43.54
118-063-006	$43.54
118-063-007	$43.54
118-063-008	$43.54
118-063-009	$43.54
118-064-001	$43.54
118-064-002	$43.54
Total Parcels:	24
Total Assessment:	$1,044.96

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 2572

Assessor's Parcel Number	Assessment Amount
118-081-001	$43.54
118-081-002	$43.54
118-081-003	$43.54
118-081-004	$43.54
118-081-005	$43.54
118-081-006	$43.54
118-082-001	$43.54
118-082-002	$43.54
118-082-003	$43.54
118-082-004	$43.54
118-082-005	$43.54
118-082-006	$43.54
118-082-007	$43.54
118-082-008	$43.54
118-082-009	$43.54
118-082-010	$43.54
118-082-011	$43.54
118-082-012	$43.54
118-082-013	$43.54
118-082-014	$43.54
118-082-015	$43.54
118-083-001	$43.54
118-083-002	$43.54
118-083-003	$43.54
118-083-004	$43.54
118-083-005	$43.54
118-083-006	$43.54
118-083-007	$43.54
118-083-008	$43.54
118-083-009	$43.54
Total Parcels:	30
Total Assessment:	$1,306.20

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 3434

Assessor's Parcel Number	Assessment Amount
118-091-001	$43.54
118-091-002	$43.54
118-091-003	$43.54
118-091-004	$43.54
118-091-005	$43.54
118-091-006	$43.54
118-091-007	$43.54
118-091-008	$43.54
118-091-009	$43.54
118-091-010	$43.54
118-092-001	$43.54
118-092-002	$43.54
118-092-003	$43.54
118-092-004	$43.54
118-092-005	$43.54
118-093-001	$43.54
118-093-002	$43.54
118-093-003	$43.54
118-093-004	$43.54
118-093-005	$43.54
118-093-006	$43.54
118-093-007	$43.54
118-093-008	$43.54
Total Parcels:	23
Total Assessment:	$1,001.42

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 3576

Assessor's Parcel Number	Assessment Amount
119-151-001	$43.54
119-151-002	$43.54
119-151-003	$43.54
119-151-004	$43.54
119-151-005	$43.54
119-151-006	$43.54
119-151-007	$43.54
119-152-001	$43.54
119-152-002	$43.54
119-152-003	$43.54
119-152-004	$43.54
119-152-005	$43.54
119-152-006	$43.54
119-152-007	$43.54
119-152-008	$43.54
119-152-009	$43.54
119-152-010	$43.54
119-152-011	$43.54
119-152-012	$43.54
119-152-013	$43.54
119-152-014	$43.54
119-152-015	$43.54
119-152-016	$43.54
119-152-017	$43.54
119-152-018	$43.54
119-152-019	$43.54
119-152-020	$43.54
119-152-021	$43.54
119-152-022	$43.54
119-152-023	$43.54
Total Parcels:	30
Total Assessment:	$1,306.20

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 3659

Assessor's Parcel Number	Assessment Amount
118-101-003	$43.54
118-101-004	$43.54
118-101-005	$43.54
118-101-006	$43.54
118-101-007	$43.54
118-101-008	$43.54
118-101-009	$43.54
118-101-010	$43.54
118-101-011	$43.54
118-101-012	$43.54
118-101-013	$43.54
118-101-014	$43.54
118-101-015	$43.54
118-101-016	$43.54
118-101-017	$43.54
118-101-018	$43.54
118-101-019	$43.54
118-101-020	$43.54
118-101-021	$43.54
118-102-001	$43.54
118-102-002	$43.54
118-102-003	$43.54
118-102-005	$43.54
118-102-006	$43.54
118-102-010	$43.54
Total Parcels:	25
Total Assessment:	$1,088.50

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 4011

Assessor's Parcel Number	Assessment Amount
119-141-002	$43.54
119-141-003	$43.54
119-141-004	$43.54
119-141-005	$43.54
119-141-006	$43.54
119-141-007	$43.54
119-141-008	$43.54
119-141-009	$43.54
119-141-010	$43.54
119-141-011	$43.54
119-142-001	$43.54
119-142-002	$43.54
119-142-003	$43.54
119-142-004	$43.54
119-142-005	$43.54
119-142-006	$43.54
119-142-007	$43.54
119-142-008	$43.54
119-142-009	$43.54
119-142-010	$43.54
119-142-011	$43.54
119-142-012	$43.54
119-142-013	$43.54
119-142-014	$43.54
119-142-015	$43.54
119-142-016	$43.54
119-142-017	$43.54
119-142-018	$43.54
119-142-019	$43.54
119-143-002	$43.54
119-143-003	$43.54
119-143-004	$43.54
119-143-005	$43.54
119-143-006	$43.54
119-143-007	$43.54
119-143-008	$43.54
119-143-009	$43.54
119-152-025	$43.54
119-152-026	$43.54
119-152-027	$43.54
119-152-028	$43.54
119-152-029	$43.54
119-152-030	$43.54
119-152-031	$43.54
119-152-032	$43.54
119-152-033	$43.54
119-152-034	$43.54
119-152-035	$43.54
119-152-036	$43.54
119-153-001	$43.54
119-153-002	$43.54
119-153-003	$43.54
119-153-004	$43.54
119-153-005	$43.54
Total Parcels:	54
Total Assessment:	$2,351.16

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 4012

Assessor's Parcel Number	Assessment Amount
119-171-001	$43.54
119-171-002	$43.54
119-171-003	$43.54
119-171-004	$43.54
119-171-005	$43.54
119-171-006	$43.54
119-171-007	$43.54
119-171-008	$43.54
119-171-009	$43.54
119-171-010	$43.54
119-171-012	$43.54
119-171-013	$43.54
119-171-014	$43.54
119-171-015	$43.54
119-171-016	$43.54
119-171-017	$43.54
119-171-018	$43.54
119-171-019	$43.54
119-171-020	$43.54
119-171-021	$43.54
119-171-022	$43.54
119-171-023	$43.54
119-171-024	$43.54
119-171-025	$43.54
119-172-001	$43.54
119-172-002	$43.54
119-172-003	$43.54
119-172-004	$43.54
119-172-005	$43.54
119-172-006	$43.54
119-172-007	$43.54
119-172-008	$43.54
119-172-009	$43.54
119-172-010	$43.54
119-172-011	$43.54
119-172-012	$43.54
119-172-013	$43.54
119-172-014	$43.54
119-172-015	$43.54
119-172-016	$43.54
119-172-017	$43.54
119-172-018	$43.54
119-172-019	$43.54
119-172-020	$43.54
119-172-021	$43.54
119-172-022	$43.54
119-172-023	$43.54
119-173-001	$43.54
119-173-002	$43.54
119-173-003	$43.54
Total Parcels:	50
Total Assessment:	$2,177.00

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 4013

Assessor's Parcel Number	Assessment Amount
119-201-001	$43.54
119-201-002	$43.54
119-201-003	$43.54
119-201-004	$43.54
119-201-005	$43.54
119-201-006	$43.54
119-201-007	$43.54
119-201-008	$43.54
119-201-009	$43.54
119-201-010	$43.54
119-201-011	$43.54
119-202-001	$43.54
119-203-001	$43.54
119-203-002	$43.54
119-203-003	$43.54
119-203-004	$43.54
119-203-005	$43.54
119-211-001	$43.54
119-211-002	$43.54
119-211-003	$43.54
119-211-004	$43.54
119-211-005	$43.54
119-211-006	$43.54
119-212-001	$43.54
119-212-002	$43.54
119-212-003	$43.54
119-212-004	$43.54
119-212-005	$43.54
119-212-006	$43.54
119-212-007	$43.54
119-212-008	$43.54
119-212-009	$43.54
119-212-010	$43.54
119-212-011	$43.54
119-212-012	$43.54
119-212-013	$43.54
119-212-014	$43.54
119-212-015	$43.54
119-212-016	$43.54
119-212-017	$43.54
119-212-018	$43.54
119-212-019	$43.54
119-212-020	$43.54
119-212-021	$43.54
119-212-022	$43.54
119-212-023	$43.54
119-212-024	$43.54
119-212-025	$43.54
119-212-026	$43.54
119-212-027	$43.54
119-212-028	$43.54
119-212-029	$43.54
119-212-030	$43.54
119-212-031	$43.54
119-212-032	$43.54
119-212-033	$43.54
119-212-034	$43.54
119-212-035	$43.54
119-212-036	$43.54
119-212-037	$43.54
119-212-038	$43.54
119-221-001	$43.54
119-221-002	$43.54
119-221-003	$43.54
119-221-004	$43.54
119-221-005	$43.54
119-221-006	$43.54
119-221-007	$43.54
119-221-008	$43.54
119-221-009	$43.54
119-221-010	$43.54
119-221-011	$43.54
119-221-012	$43.54
119-221-013	$43.54
119-221-014	$43.54
119-221-015	$43.54
119-221-016	$43.54
119-221-017	$43.54
119-221-018	$43.54
119-221-019	$43.54
119-221-020	$43.54
119-221-021	$43.54
119-221-022	$43.54
119-221-023	$43.54
119-221-024	$43.54
119-221-025	$43.54
119-221-026	$43.54
119-222-001	$43.54
119-222-002	$43.54
119-222-003	$43.54
119-222-004	$43.54
119-222-005	$43.54
119-222-006	$43.54
Total Parcels:	93
Total Assessment:	$4,049.22

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 4014

Assessor's Parcel Number	Assessment Amount
119-371-001	$43.54
119-371-002	$43.54
119-371-003	$43.54
119-371-004	$43.54
119-371-005	$43.54
119-371-006	$43.54
119-371-007	$43.54
119-371-008	$43.54
119-371-009	$43.54
119-371-010	$43.54
119-371-011	$43.54
119-372-001	$43.54
119-372-002	$43.54
119-372-003	$43.54
119-372-004	$43.54
119-372-005	$43.54
119-372-006	$43.54
119-372-007	$43.54
119-372-008	$43.54
119-372-009	$43.54
119-381-002	$43.54
119-381-003	$43.54
119-381-004	$43.54
119-381-005	$43.54
119-381-006	$43.54
119-381-007	$43.54
119-381-008	$43.54
119-381-009	$43.54
119-381-010	$43.54
119-381-011	$43.54
119-381-012	$43.54
119-381-013	$43.54
119-382-001	$43.54
119-382-002	$43.54
119-382-003	$43.54
119-382-004	$43.54
119-382-005	$43.54
119-382-006	$43.54
119-382-007	$43.54
119-382-008	$43.54
119-382-009	$43.54
119-382-010	$43.54
119-382-011	$43.54
119-382-012	$43.54
119-382-013	$43.54
119-383-002	$43.54
119-383-003	$43.54
119-383-004	$43.54
119-384-001	$43.54
119-384-002	$43.54
Total Parcels:	50
Total Assessment:	$2,177.00

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 4015

Assessor's Parcel Number	Assessment Amount
119-290-001	$43.54
119-290-002	$43.54
119-290-003	$43.54
119-290-004	$43.54
119-290-005	$43.54
119-290-006	$43.54
119-290-007	$43.54
119-290-008	$43.54
119-290-009	$43.54
119-290-010	$43.54
119-290-011	$43.54
119-290-012	$43.54
119-290-013	$43.54
119-290-014	$43.54
119-290-015	$43.54
119-290-016	$43.54
119-290-017	$43.54
119-290-018	$43.54
119-290-019	$43.54
119-290-020	$43.54
119-290-021	$43.54
119-290-022	$43.54
119-290-023	$43.54
119-290-024	$43.54
119-290-025	$43.54
119-290-026	$43.54
119-290-027	$43.54
119-290-028	$43.54
119-290-029	$43.54
119-290-030	$43.54
Total Parcels:	30
Total Assessment:	$1,306.20

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 4016

Assessor's Parcel Number	Assessment Amount
119-411-001	$43.54
119-411-002	$43.54
119-412-001	$43.54
119-412-002	$43.54
119-412-003	$43.54
119-412-006	$43.54
119-412-007	$43.54
119-412-008	$43.54
119-412-009	$43.54
119-412-010	$43.54
119-412-011	$43.54
119-412-012	$43.54
119-412-013	$43.54
119-412-014	$43.54
119-412-015	$43.54
119-412-016	$43.54
119-412-017	$43.54
119-412-018	$43.54
119-412-020	$43.54
119-412-021	$43.54
119-412-022	$43.54
119-412-023	$43.54
119-412-024	$43.54
119-412-025	$43.54
119-412-028	$43.54
119-412-029	$43.54
119-412-030	$43.54
119-412-031	$43.54
119-412-032	$43.54
119-412-033	$43.54
119-412-034	$43.54
119-412-035	$43.54
119-412-037	$43.54
119-412-038	$43.54
119-412-039	$43.54
119-412-040	$43.54
119-421-001	$43.54
119-421-002	$43.54
119-421-003	$43.54
119-421-004	$43.54
119-421-005	$43.54
119-421-006	$43.54
119-421-007	$43.54
119-421-008	$43.54
119-421-009	$43.54
119-421-010	$43.54
119-421-011	$43.54
119-421-012	$43.54
119-421-013	$43.54
119-421-014	$43.54
119-421-018	$43.54
119-421-019	$43.54
119-421-020	$43.54
119-421-021	$43.54
119-421-022	$43.54
119-421-023	$43.54
119-421-024	$43.54
119-421-025	$43.54
119-421-026	$43.54
119-421-027	$43.54
119-421-028	$43.54
119-421-029	$43.54
119-422-001	$43.54
119-423-001	$43.54
119-423-002	$43.54
Total Parcels:	65
Total Assessment:	$2,830.10

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 4017

Assessor's Parcel Number	Assessment Amount
119-431-001	$43.54
119-431-002	$43.54
119-431-003	$43.54
119-431-004	$43.54
119-431-005	$43.54
119-431-006	$43.54
119-431-007	$43.54
119-431-008	$43.54
119-431-009	$43.54
119-431-010	$43.54
119-431-011	$43.54
119-431-012	$43.54
119-431-013	$43.54
119-431-014	$43.54
119-431-015	$43.54
119-431-016	$43.54
119-431-017	$43.54
119-431-018	$43.54
119-431-019	$43.54
119-432-001	$43.54
119-432-002	$43.54
119-432-003	$43.54
119-432-004	$43.54
119-432-005	$43.54
119-432-006	$43.54
119-432-007	$43.54
119-432-008	$43.54
119-432-009	$43.54
119-432-010	$43.54
119-432-011	$43.54
119-440-001	$43.54
119-440-002	$43.54
119-440-003	$43.54
119-440-004	$43.54
119-440-005	$43.54
119-440-006	$43.54
119-440-008	$43.54
119-440-009	$43.54
119-440-013	$43.54
119-440-014	$43.54
119-440-015	$43.54
119-440-016	$43.54
119-440-017	$43.54
119-440-019	$43.54
119-440-018	$43.54
119-440-020	$43.54
119-440-021	$43.54
Total Parcels:	47
Total Assessment:	$2,046.38

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 4018

Assessor's Parcel Number	Assessment Amount
119-510-004	$43.54
119-510-005	$43.54
119-510-006	$43.54
119-510-007	$43.54
119-510-008	$43.54
119-510-009	$43.54
119-510-010	$43.54
119-510-011	$43.54
119-510-012	$43.54
119-510-013	$43.54
119-510-014	$43.54
119-510-015	$43.54
119-510-016	$43.54
119-510-017	$43.54
119-510-018	$43.54
119-510-020	$43.54
119-510-021	$43.54
119-510-022	$43.54
119-520-002	$43.54
119-520-003	$43.54
119-520-004	$43.54
119-520-005	$43.54
119-520-006	$43.54
119-520-007	$43.54
119-520-008	$43.54
119-520-009	$43.54
119-520-012	$43.54
119-520-013	$43.54
119-520-014	$43.54
119-520-015	$43.54
119-520-016	$43.54
119-520-017	$43.54
Total Parcels:	32
Total Assessment:	$1,393.28

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 4019

Assessor's Parcel Number	Assessment Amount
119-490-001	$43.54
119-490-002	$43.54
119-490-003	$43.54
119-490-004	$43.54
119-490-005	$43.54
119-490-006	$43.54
119-490-007	$43.54
119-490-008	$43.54
119-490-009	$43.54
119-490-010	$43.54
119-490-011	$43.54
119-490-012	$43.54
119-490-013	$43.54
119-490-014	$43.54
119-490-015	$43.54
119-490-016	$43.54
119-490-017	$43.54
119-490-018	$43.54
119-490-019	$43.54
119-490-020	$43.54
119-490-021	$43.54
119-490-022	$43.54
119-490-023	$43.54
119-490-026	$43.54
119-490-027	$43.54
119-490-028	$43.54
119-490-029	$43.54
119-490-030	$43.54
119-490-031	$43.54
119-490-034	$43.54
119-490-035	$43.54
119-490-036	$43.54
119-490-037	$43.54
119-490-038	$43.54
119-490-039	$43.54
119-490-040	$43.54
119-490-041	$43.54
119-490-042	$43.54
119-490-043	$43.54
119-490-044	$43.54
119-490-045	$43.54
119-490-046	$43.54
119-490-047	$43.54
119-490-048	$43.54
119-490-049	$43.54
119-490-050	$43.54
119-490-051	$43.54
119-490-052	$43.54
119-490-054	$43.54
119-490-055	$43.54
119-490-056	$43.54
119-490-057	$43.54
Total Parcels:	52
Total Assessment:	$2,264.08

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 4240

Assessor's Parcel Number	Assessment Amount
119-231-001	$15.64
119-231-002	$15.64
119-231-003	$15.64
119-231-004	$15.64
119-231-005	$15.64
119-231-006	$15.64
119-231-007	$15.64
119-231-008	$15.64
119-231-009	$15.64
119-231-010	$15.64
119-231-011	$15.64
119-231-012	$15.64
119-232-002	$15.64
119-232-003	$15.64
119-232-004	$15.64
119-232-005	$15.64
119-232-006	$15.64
119-232-007	$15.64
119-232-008	$15.64
119-232-009	$15.64
119-232-010	$15.64
119-232-011	$15.64
119-232-012	$15.64
119-232-013	$15.64
119-232-014	$15.64
119-232-015	$15.64
119-232-016	$15.64
119-232-017	$15.64
119-232-018	$15.64
119-232-019	$15.64
119-232-020	$15.64
119-232-021	$15.64
119-232-022	$15.64
119-232-023	$15.64
119-232-024	$15.64
119-232-025	$15.64
119-232-026	$15.64
119-232-027	$15.64
119-232-028	$15.64
119-232-029	$15.64
119-232-030	$15.64
119-232-031	$15.64
119-232-032	$15.64
119-232-033	$15.64
119-232-034	$15.64
119-232-035	$15.64
119-232-036	$15.64
119-232-037	$15.64
119-232-038	$15.64
119-232-039	$15.64
119-232-040	$15.64
119-232-041	$15.64
119-232-042	$15.64
119-232-043	$15.64
119-232-044	$15.64
119-232-045	$15.64
119-232-046	$15.64
119-232-047	$15.64
119-232-048	$15.64
119-232-049	$15.64
119-241-002	$15.64
119-241-003	$15.64
119-241-004	$15.64
119-241-005	$15.64
119-241-006	$15.64
119-241-007	$15.64
119-241-008	$15.64
119-241-009	$15.64
119-241-010	$15.64
119-241-011	$15.64
119-241-012	$15.64
119-241-013	$15.64
119-241-014	$15.64
119-241-015	$15.64
119-242-001	$15.64
119-242-002	$15.64
119-242-003	$15.64
119-242-004	$15.64
119-242-005	$15.64
119-242-006	$15.64
119-242-007	$15.64
119-242-008	$15.64
119-242-009	$15.64
119-242-010	$15.64
119-242-011	$15.64
119-242-012	$15.64
119-242-013	$15.64
119-242-014	$15.64
119-242-015	$15.64
119-242-016	$15.64
119-242-017	$15.64
119-242-018	$15.64
119-242-019	$15.64
119-242-020	$15.64
119-242-021	$15.64
119-242-022	$15.64
119-242-023	$15.64
119-242-024	$15.64
119-242-025	$15.64
119-242-026	$15.64
119-242-027	$15.64
119-242-028	$15.64
119-242-029	$15.64
119-242-030	$15.64
119-242-031	$15.64
119-242-032	$15.64
119-242-033	$15.64
119-242-034	$15.64
119-242-035	$15.64
Total Parcels:	109
Total Assessment:	$1,704.76

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 4343

Assessor's Parcel Number	Assessment Amount
119-261-001	$43.54
119-262-001	$43.54
119-262-002	$43.54
119-262-003	$43.54
119-262-004	$43.54
119-262-005	$43.54
119-262-006	$43.54
119-262-007	$43.54
119-262-008	$43.54
119-262-009	$43.54
119-262-010	$43.54
119-262-011	$43.54
119-262-012	$43.54
119-262-013	$43.54
119-262-014	$43.54
119-262-015	$43.54
119-262-016	$43.54
119-262-017	$43.54
119-262-018	$43.54
119-262-019	$43.54
119-263-001	$43.54
119-271-001	$43.54
119-271-002	$43.54
119-271-003	$43.54
119-271-004	$43.54
119-271-005	$43.54
119-273-001	$43.54
119-273-002	$43.54
119-274-001	$43.54
119-274-002	$43.54
119-274-003	$43.54
119-274-004	$43.54
119-274-006	$43.54
119-274-007	$43.54
119-274-008	$43.54
119-275-001	$43.54
119-275-002	$43.54
119-275-003	$43.54
119-275-004	$43.54
119-275-005	$43.54
119-275-006	$43.54
119-275-007	$43.54
119-275-008	$43.54
119-275-009	$43.54
119-275-010	$43.54
119-275-011	$43.54
119-275-012	$43.54
119-275-013	$43.54
119-275-014	$43.54
119-281-001	$43.54
119-281-002	$43.54
119-281-003	$43.54
119-281-004	$43.54
119-281-005	$43.54
119-281-006	$43.54
119-281-007	$43.54
119-281-008	$43.54
119-281-009	$43.54
119-281-010	$43.54
119-281-011	$43.54
119-281-012	$43.54
119-281-013	$43.54
119-281-014	$43.54
119-281-015	$43.54
119-281-016	$43.54
119-281-017	$43.54
119-281-018	$43.54
119-281-019	$43.54
119-281-020	$43.54
119-281-021	$43.54
119-281-022	$43.54
119-281-023	$43.54
119-282-001	$43.54
119-282-002	$43.54
119-282-003	$43.54
119-283-002	$43.54
119-283-003	$43.54
Total Parcels:	77
Total Assessment:	$3,352.58

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 4403

Assessor's Parcel Number	Assessment Amount
121-082-009	$43.54
121-082-010	$43.54
121-082-011	$43.54
121-082-012	$43.54
121-082-013	$43.54
121-082-014	$43.54
121-082-015	$43.54
121-082-016	$43.54
121-082-017	$43.54
121-082-018	$43.54
121-082-019	$43.54
121-082-020	$43.54
121-082-021	$43.54
121-082-022	$43.54
121-082-023	$43.54
121-082-024	$43.54
Total Parcels:	16
Total Assessment:	$696.64

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 4449

Assessor's Parcel Number	Assessment Amount
118-211-001	$43.54
118-211-002	$43.54
118-211-003	$43.54
118-211-004	$43.54
118-211-005	$43.54
118-211-006	$43.54
118-211-007	$43.54
118-211-008	$43.54
118-211-009	$43.54
118-211-010	$43.54
118-211-011	$43.54
118-211-012	$43.54
118-211-013	$43.54
118-211-014	$43.54
118-211-015	$43.54
118-212-001	$43.54
118-212-002	$43.54
118-212-003	$43.54
118-212-004	$43.54
118-212-005	$43.54
118-212-006	$43.54
118-212-007	$43.54
118-212-008	$43.54
118-212-009	$43.54
Total Parcels:	24
Total Assessment:	$1,044.96

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 4451

Assessor's Parcel Number	Assessment Amount
119-361-002	$43.54
119-361-003	$43.54
119-361-004	$43.54
119-361-005	$43.54
119-361-006	$43.54
119-361-007	$43.54
119-361-008	$43.54
119-361-009	$43.54
119-361-010	$43.54
119-361-011	$43.54
119-362-001	$43.54
119-362-002	$43.54
119-362-003	$43.54
119-362-004	$43.54
119-362-005	$43.54
119-362-006	$43.54
119-362-007	$43.54
119-362-008	$43.54
119-362-009	$43.54
Total Parcels:	19
Total Assessment:	$827.26

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 4499

Assessor's Parcel Number	Assessment Amount
120-023-001	$43.54
120-023-002	$43.54
120-023-003	$43.54
120-023-004	$43.54
120-024-001	$43.54
120-024-002	$43.54
120-024-003	$43.54
120-024-004	$43.54
120-024-005	$43.54
120-024-006	$43.54
120-024-007	$43.54
120-024-008	$43.54
120-024-009	$43.54
120-024-010	$43.54
120-024-011	$43.54
120-025-001	$43.54
120-025-002	$43.54
120-025-003	$43.54
120-025-004	$43.54
120-025-005	$43.54
120-025-006	$43.54
120-025-007	$43.54
120-025-008	$43.54
120-025-009	$43.54
120-031-001	$43.54
120-031-002	$43.54
120-031-003	$43.54
120-031-004	$43.54
120-031-005	$43.54
120-031-006	$43.54
120-031-007	$43.54
120-031-008	$43.54
120-031-009	$43.54
120-031-010	$43.54
120-031-011	$43.54
120-031-012	$43.54
120-031-013	$43.54
120-031-014	$43.54
120-031-017	$43.54
120-031-018	$43.54
120-031-019	$43.54
120-031-020	$43.54
120-031-021	$43.54
120-031-022	$43.54
120-031-023	$43.54
120-031-024	$43.54
120-032-001	$43.54
120-032-002	$43.54
120-032-003	$43.54
120-032-004	$43.54
120-032-005	$43.54
120-032-006	$43.54
120-032-007	$43.54
120-032-008	$43.54
120-032-009	$43.54
120-033-001	$43.54
120-033-002	$43.54
120-033-003	$43.54
120-033-004	$43.54
120-033-005	$43.54
120-033-006	$43.54
120-033-007	$43.54
120-033-008	$43.54
120-033-009	$43.54
120-033-010	$43.54
120-033-011	$43.54
120-033-012	$43.54
120-033-013	$43.54
Total Parcels:	68
Total Assessment:	$2,960.72

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 4504

Assessor's Parcel Number	Assessment Amount
119-301-001	$15.64
119-301-002	$15.64
119-301-003	$15.64
119-301-004	$15.64
119-301-005	$15.64
119-301-006	$15.64
119-301-007	$15.64
119-301-008	$15.64
119-301-009	$15.64
119-301-010	$15.64
119-301-011	$15.64
119-301-012	$15.64
119-301-013	$15.64
119-301-014	$15.64
119-301-015	$15.64
119-301-016	$15.64
119-301-017	$15.64
119-301-018	$15.64
119-301-019	$15.64
119-301-020	$15.64
119-301-021	$15.64
119-301-022	$15.64
119-301-023	$15.64
119-302-002	$15.64
119-302-003	$15.64
119-302-004	$15.64
119-302-005	$15.64
119-302-006	$15.64
119-302-007	$15.64
119-302-008	$15.64
119-302-009	$15.64
119-302-010	$15.64
119-302-011	$15.64
119-302-012	$15.64
119-302-013	$15.64
119-302-014	$15.64
119-302-015	$15.64
119-302-016	$15.64
119-302-017	$15.64
119-302-018	$15.64
119-302-019	$15.64
119-302-020	$15.64
119-302-021	$15.64

Assessor's Parcel Number	Assessment Amount
119-302-022	$15.64
119-302-023	$15.64
119-302-024	$15.64
119-302-025	$15.64
119-302-026	$15.64
119-302-027	$15.64
119-302-028	$15.64
119-302-029	$15.64
119-311-002	$15.64
119-311-003	$15.64
119-311-004	$15.64
119-311-005	$15.64
119-311-006	$15.64
119-311-007	$15.64
119-311-008	$15.64
119-311-009	$15.64
119-311-010	$15.64
119-311-011	$15.64
119-311-012	$15.64
119-311-013	$15.64
119-311-014	$15.64
119-311-015	$15.64
119-311-016	$15.64
119-311-017	$15.64
119-311-018	$15.64
119-311-019	$15.64
119-311-021	$15.64
119-312-002	$15.64
119-312-003	$15.64
119-312-004	$15.64
119-312-005	$15.64
119-312-006	$15.64
119-312-007	$15.64
119-312-008	$15.64
119-312-009	$15.64
119-312-010	$15.64
119-312-011	$15.64
119-312-012	$15.64
119-312-013	$15.64
119-312-014	$15.64
119-312-015	$15.64
119-312-016	$15.64
119-312-017	$15.64

Assessor's Parcel Number	Assessment Amount
Total Parcels:	86
Total Assessment:	$1,345.04

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 4515

Assessor's Parcel Number	Assessment Amount
118-221-001	$43.54
118-221-002	$43.54
118-221-003	$43.54
118-221-004	$43.54
118-221-005	$43.54
118-221-006	$43.54
118-221-007	$43.54
118-221-008	$43.54
118-221-009	$43.54
118-221-010	$43.54
118-221-011	$43.54
118-221-012	$43.54
118-221-013	$43.54
118-221-014	$43.54
118-221-015	$43.54
118-221-016	$43.54
118-221-017	$43.54
118-221-018	$43.54
118-221-019	$43.54
118-221-020	$43.54
118-221-021	$43.54
118-221-022	$43.54
118-221-023	$43.54
118-221-024	$43.54
118-221-025	$43.54
118-221-026	$43.54
118-221-027	$43.54
118-221-028	$43.54
118-221-029	$43.54
118-221-030	$43.54
118-221-031	$43.54
118-221-032	$43.54
118-222-001	$43.54
118-222-002	$43.54
118-222-003	$43.54
118-222-004	$43.54
118-222-005	$43.54
118-222-006	$43.54
118-222-007	$43.54
118-222-008	$43.54
118-222-009	$43.54
118-222-010	$43.54
118-222-011	$43.54

Assessor's Parcel Number	Assessment Amount
118-222-012	$43.54
118-222-013	$43.54
118-222-014	$43.54
118-222-015	$43.54
118-222-016	$43.54
118-222-017	$43.54
118-222-018	$43.54
118-222-019	$43.54
118-222-020	$43.54
118-222-021	$43.54
118-222-022	$43.54
118-230-001	$43.54
118-230-003	$43.54
118-230-004	$43.54
118-230-005	$43.54
118-230-006	$43.54
118-230-007	$43.54
118-230-008	$43.54
118-230-009	$43.54
118-230-010	$43.54
118-230-011	$43.54
118-230-012	$43.54
118-230-013	$43.54
118-230-014	$43.54
118-230-015	$43.54
118-230-016	$43.54
118-230-017	$43.54
118-230-018	$43.54
118-230-019	$43.54
118-230-020	$43.54
118-230-021	$43.54
118-230-022	$43.54
118-230-023	$43.54
118-230-024	$43.54
118-230-025	$43.54
Total Parcels:	78
Total Assessment:	$3,396.12

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 4543

Assessor's Parcel Number	Assessment Amount
119-321-001	$43.54
119-321-002	$43.54
119-321-003	$43.54
119-321-004	$43.54
119-321-005	$43.54
119-321-006	$43.54
119-321-007	$43.54
119-321-008	$43.54
119-321-009	$43.54
119-321-010	$43.54
119-321-011	$43.54
119-321-012	$43.54
119-321-013	$43.54
119-321-014	$43.54
119-321-015	$43.54
119-321-016	$43.54
119-322-001	$43.54
119-322-002	$43.54
119-322-003	$43.54
119-322-004	$43.54
119-322-005	$43.54
119-322-006	$43.54
119-322-007	$43.54
119-322-008	$43.54
119-322-009	$43.54
119-322-010	$43.54
119-322-011	$43.54
119-322-012	$43.54
119-322-013	$43.54
119-322-014	$43.54
119-322-015	$43.54
119-322-016	$43.54
119-322-017	$43.54
119-322-018	$43.54
119-322-019	$43.54
119-322-020	$43.54
119-322-021	$43.54
119-322-022	$43.54
119-322-023	$43.54
119-322-024	$43.54
119-322-025	$43.54
119-322-026	$43.54
119-322-027	$43.54
119-322-028	$43.54
119-322-029	$43.54
119-331-001	$43.54
119-331-002	$43.54
119-331-003	$43.54
119-331-004	$43.54
119-331-005	$43.54
119-331-006	$43.54
119-331-007	$43.54
119-331-008	$43.54
119-331-009	$43.54
119-331-010	$43.54
119-331-011	$43.54
119-331-012	$43.54
119-331-013	$43.54
119-331-014	$43.54
119-331-015	$43.54
119-331-016	$43.54
119-331-017	$43.54
119-331-018	$43.54
119-331-019	$43.54
119-332-001	$43.54
119-332-002	$43.54
119-332-003	$43.54
119-332-004	$43.54
119-332-005	$43.54
119-332-006	$43.54
119-332-007	$43.54
Total Parcels:	71
Total Assessment:	$3,091.34

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 4643

Assessor's Parcel Number	Assessment Amount
119-351-001	$43.54
119-351-002	$43.54
119-351-003	$43.54
119-351-004	$43.54
119-351-005	$43.54
119-352-001	$43.54
119-352-002	$43.54
119-352-003	$43.54
119-352-004	$43.54
119-352-005	$43.54
119-352-006	$43.54
119-352-007	$43.54
119-352-008	$43.54
119-352-009	$43.54
119-352-010	$43.54
119-352-011	$43.54
119-352-012	$43.54
119-352-013	$43.54
119-352-014	$43.54
119-352-015	$43.54
119-352-016	$43.54
119-352-017	$43.54
119-352-018	$43.54
119-352-019	$43.54
119-352-020	$43.54
119-353-001	$43.54
119-353-002	$43.54
119-353-003	$43.54
119-353-004	$43.54
119-353-005	$43.54
119-353-006	$43.54
119-353-007	$43.54
119-353-008	$43.54
119-353-009	$43.54
119-353-010	$43.54
119-353-011	$43.54
119-353-012	$43.54
Total Parcels:	37
Total Assessment:	$1,610.98

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 4654

Assessor's Parcel Number	Assessment Amount
119-391-001	$43.54
119-391-002	$43.54
119-391-003	$43.54
119-391-004	$43.54
119-391-005	$43.54
119-391-006	$43.54
119-391-007	$43.54
119-391-008	$43.54
119-391-009	$43.54
119-391-010	$43.54
119-391-011	$43.54
119-392-001	$43.54
119-392-002	$43.54
119-392-003	$43.54
119-392-005	$43.54
119-392-007	$43.54
119-392-008	$43.54
119-392-009	$43.54
119-392-010	$43.54
119-392-011	$43.54
119-392-012	$43.54
119-392-013	$43.54
119-392-014	$43.54
119-392-015	$43.54
119-392-016	$43.54
119-392-017	$43.54
119-392-018	$43.54
119-392-019	$43.54
119-392-020	$43.54
119-392-021	$43.54
119-392-022	$43.54
119-392-023	$43.54
119-392-024	$43.54
119-392-025	$43.54
119-392-026	$43.54
119-392-027	$43.54
119-392-028	$43.54
119-392-029	$43.54
119-392-030	$43.54
119-392-031	$43.54
Total Parcels:	40
Total Assessment:	$1,741.60

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 4798

Assessor's Parcel Number	Assessment Amount
119-451-001	$43.54
119-451-002	$43.54
119-451-003	$43.54
119-451-004	$43.54
119-451-005	$43.54
119-451-006	$43.54
119-451-007	$43.54
119-451-008	$43.54
119-451-009	$43.54
119-451-010	$43.54
119-451-011	$43.54
119-451-012	$43.54
119-451-013	$43.54
119-451-014	$43.54
119-451-015	$43.54
119-451-016	$43.54
119-451-017	$43.54
119-451-018	$43.54
119-451-019	$43.54
119-451-020	$43.54
119-451-021	$43.54
119-451-022	$43.54
119-451-023	$43.54
119-451-024	$43.54
119-451-025	$43.54
119-451-026	$43.54
119-452-001	$43.54
119-452-002	$43.54
119-452-003	$43.54
119-452-004	$43.54
119-452-005	$43.54
119-452-006	$43.54
119-452-007	$43.54
119-452-008	$43.54
119-452-009	$43.54
119-452-010	$43.54
119-461-001	$43.54
119-461-002	$43.54
119-461-003	$43.54
119-461-004	$43.54
119-461-005	$43.54
119-461-006	$43.54
119-462-001	$43.54
119-462-002	$43.54
119-462-003	$43.54
119-462-004	$43.54
119-462-005	$43.54
119-462-006	$43.54
119-462-007	$43.54
119-462-008	$43.54
119-462-009	$43.54
119-462-010	$43.54
119-462-011	$43.54
119-462-012	$43.54
119-462-013	$43.54
119-462-015	$43.54
119-462-016	$43.54
119-462-017	$43.54
119-462-018	$43.54
119-462-019	$43.54
119-462-020	$43.54
119-462-021	$43.54
119-463-001	$43.54
119-463-002	$43.54
119-463-003	$43.54
119-463-004	$43.54
119-463-005	$43.54
119-463-006	$43.54
119-463-007	$43.54
119-463-008	$43.54
119-463-009	$43.54
119-463-010	$43.54
119-463-011	$43.54
119-464-001	$43.54
119-464-002	$43.54
119-464-003	$43.54
119-464-004	$43.54
119-464-007	$43.54
119-464-008	$43.54
119-464-009	$43.54
119-464-010	$43.54
119-464-011	$43.54
119-464-012	$43.54
119-464-013	$43.54
119-464-014	$43.54
119-464-015	$43.54
119-464-016	$43.54
119-464-017	$43.54
119-464-018	$43.54
119-464-019	$43.54
119-464-020	$43.54
119-472-001	$43.54
119-472-002	$43.54
119-472-003	$43.54
119-472-004	$43.54
119-472-005	$43.54
119-472-006	$43.54
119-472-007	$43.54
119-472-008	$43.54
119-472-009	$43.54
119-472-010	$43.54
119-472-011	$43.54
119-472-012	$43.54
119-472-013	$43.54
119-472-015	$43.54
119-472-016	$43.54
119-472-017	$43.54
119-472-018	$43.54
119-472-019	$43.54
119-472-020	$43.54
119-472-021	$43.54
119-472-022	$43.54
119-472-023	$43.54
119-472-024	$43.54
119-472-025	$43.54
119-472-026	$43.54
119-472-027	$43.54
119-472-028	$43.54
119-472-029	$43.54
119-473-001	$43.54
119-473-002	$43.54
119-473-003	$43.54
119-473-004	$43.54
119-473-005	$43.54
119-473-006	$43.54
119-473-007	$43.54
119-473-008	$43.54
119-473-009	$43.54
119-473-010	$43.54
119-473-011	$43.54
119-473-012	$43.54
119-473-013	$43.54
119-480-002	$43.54
119-480-003	$43.54
119-480-004	$43.54
119-480-005	$43.54
119-480-006	$43.54
119-480-007	$43.54
119-480-008	$43.54
119-480-009	$43.54
119-480-010	$43.54
119-480-011	$43.54
119-480-012	$43.54
119-480-013	$43.54
119-480-014	$43.54

Total Parcels:	145
Total Assessment:	$6,313.30

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 4805

Assessor's Parcel Number	Assessment Amount
119-551-001	$43.54
119-552-001	$43.54
119-552-002	$43.54
119-552-003	$43.54
119-552-004	$43.54
119-552-005	$43.54
119-552-006	$43.54
119-552-007	$43.54
119-552-008	$43.54
119-552-009	$43.54
119-552-010	$43.54
119-552-011	$43.54
119-553-001	$43.54
119-553-002	$43.54
119-553-003	$43.54
119-553-004	$43.54
119-553-006	$43.54
119-553-007	$43.54
119-553-008	$43.54
119-553-009	$43.54
119-553-010	$43.54
119-553-011	$43.54
119-553-012	$43.54
119-553-013	$43.54
119-553-014	$43.54
119-553-015	$43.54
119-553-016	$43.54
119-553-017	$43.54
119-553-018	$43.54
119-554-001	$43.54
119-554-002	$43.54
119-554-003	$43.54
119-554-004	$43.54
119-554-005	$43.54
119-554-006	$43.54
119-554-007	$43.54
119-554-008	$43.54
119-554-009	$43.54
119-554-010	$43.54
119-555-001	$43.54
119-555-002	$43.54
119-555-003	$43.54
119-555-004	$43.54
119-555-005	$43.54
119-555-006	$43.54
119-555-007	$43.54
119-555-008	$43.54
119-555-009	$43.54
Total Parcels:	48
Total Assessment:	$2,089.92

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 4827

Assessor's Parcel Number	Assessment Amount
118-310-001	$43.54
118-310-002	$43.54
118-310-003	$43.54
118-310-004	$43.54
118-310-005	$43.54
118-310-006	$43.54
118-310-007	$43.54
118-310-008	$43.54
118-310-009	$43.54
118-310-010	$43.54
118-310-011	$43.54
118-310-012	$43.54
118-310-013	$43.54
118-310-014	$43.54
118-310-015	$43.54
118-310-016	$43.54
118-310-017	$43.54
118-310-018	$43.54
118-310-019	$43.54
118-310-020	$43.54
118-310-021	$43.54
118-310-022	$43.54
118-310-023	$43.54
118-310-024	$43.54
118-310-025	$43.54
118-310-026	$43.54
Total Parcels:	26
Total Assessment:	$1,132.04

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 4956

Assessor's Parcel Number	Assessment Amount
118-321-001	$43.54
118-321-002	$43.54
118-321-003	$43.54
118-321-004	$43.54
118-321-005	$43.54
118-321-006	$43.54
118-321-007	$43.54
118-321-008	$43.54
118-321-009	$43.54
118-322-001	$43.54
118-322-002	$43.54
118-322-003	$43.54
118-322-004	$43.54
118-322-005	$43.54
118-322-006	$43.54
118-322-007	$43.54
118-322-008	$43.54
118-322-009	$43.54
118-322-010	$43.54
118-322-011	$43.54
118-322-012	$43.54
118-322-013	$43.54
118-322-014	$43.54
118-322-015	$43.54
118-322-016	$43.54
118-322-017	$43.54
118-322-018	$43.54
118-322-019	$43.54
118-322-020	$43.54
118-322-021	$43.54
118-322-022	$43.54
118-322-023	$43.54
118-322-024	$43.54
118-322-025	$43.54
118-322-026	$43.54
118-322-027	$43.54
118-322-028	$43.54
118-322-029	$43.54
118-322-030	$43.54
118-323-001	$43.54
118-323-002	$43.54
118-323-008	$43.54
118-323-009	$43.54
118-323-010	$43.54
118-323-011	$43.54
118-323-012	$43.54
118-324-001	$43.54
118-324-002	$43.54
118-324-003	$43.54
118-324-004	$43.54
118-324-005	$43.54
118-324-006	$43.54
118-324-007	$43.54
118-324-008	$43.54
118-324-009	$43.54
118-324-010	$43.54
118-324-011	$43.54
118-324-012	$43.54
118-331-001	$43.54
118-331-002	$43.54
118-331-003	$43.54
118-331-004	$43.54
118-331-005	$43.54
118-331-006	$43.54
118-331-007	$43.54
118-331-008	$43.54
118-331-009	$43.54
118-331-010	$43.54
118-331-011	$43.54
118-331-012	$43.54
118-331-013	$43.54
118-331-014	$43.54
118-331-017	$43.54
118-331-018	$43.54
118-331-019	$43.54
118-332-001	$43.54
118-332-002	$43.54
118-332-003	$43.54
118-332-004	$43.54
118-332-005	$43.54
118-332-006	$43.54
118-332-007	$43.54
118-332-008	$43.54
118-332-009	$43.54
118-332-010	$43.54
118-332-011	$43.54
118-332-012	$43.54
118-332-013	$43.54
118-332-014	$43.54
118-332-015	$43.54
118-332-016	$43.54
118-332-017	$43.54
118-332-018	$43.54
118-332-019	$43.54
Total Parcels:	94
Total Assessment:	$4,092.76

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 5048

Assessor's Parcel Number	Assessment Amount
119-530-001	$43.54
119-530-002	$43.54
119-530-003	$43.54
119-530-004	$43.54
119-530-005	$43.54
119-530-006	$43.54
119-530-007	$43.54
119-530-008	$43.54
119-530-009	$43.54
119-530-010	$43.54
119-530-011	$43.54
119-530-012	$43.54
119-530-013	$43.54
119-530-014	$43.54
119-530-015	$43.54
119-530-016	$43.54
119-530-017	$43.54
119-530-018	$43.54
119-530-019	$43.54
119-530-020	$43.54
119-530-021	$43.54
119-530-022	$43.54
119-541-001	$43.54
119-541-002	$43.54
119-541-003	$43.54
119-541-004	$43.54
119-541-005	$43.54
119-542-001	$43.54
119-542-002	$43.54
119-542-003	$43.54
119-542-004	$43.54
119-542-005	$43.54
119-542-006	$43.54
119-542-007	$43.54
119-542-008	$43.54
119-542-009	$43.54
119-542-010	$43.54
119-542-011	$43.54
119-542-012	$43.54
119-542-013	$43.54
119-542-014	$43.54
119-542-015	$43.54
119-542-016	$43.54
119-542-017	$43.54
119-542-018	$43.54
119-542-019	$43.54
119-542-020	$43.54
119-542-021	$43.54
119-542-022	$43.54
119-542-023	$43.54
119-542-024	$43.54
Total Parcels:	51
Total Assessment:	$2,220.54

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 5049

Assessor's Parcel Number	Assessment Amount
119-591-001	$43.54
119-591-002	$43.54
119-591-003	$43.54
119-591-004	$43.54
119-591-005	$43.54
119-591-006	$43.54
119-591-007	$43.54
119-591-008	$43.54
119-591-009	$43.54
119-591-010	$43.54
119-591-011	$43.54
119-591-012	$43.54
119-591-013	$43.54
119-591-014	$43.54
119-591-015	$43.54
119-591-016	$43.54
119-592-001	$43.54
119-592-002	$43.54
119-592-003	$43.54
119-592-004	$43.54
119-592-005	$43.54
119-592-006	$43.54
119-592-007	$43.54
119-592-008	$43.54
119-592-009	$43.54
119-592-010	$43.54
119-593-001	$43.54
119-593-002	$43.54
119-593-003	$43.54
119-593-004	$43.54
119-593-005	$43.54
119-594-001	$43.54
119-594-002	$43.54
119-594-003	$43.54
119-594-004	$43.54
119-594-005	$43.54
119-594-006	$43.54
119-594-007	$43.54
119-594-008	$43.54
119-594-009	$43.54
Total Parcels:	40
Total Assessment:	$1,741.60

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 5050

Assessor's Parcel Number	Assessment Amount
119-572-001	$43.54
119-572-002	$43.54
119-572-003	$43.54
119-572-004	$43.54
119-572-005	$43.54
119-572-006	$43.54
119-572-007	$43.54
119-572-008	$43.54
119-572-009	$43.54
119-573-001	$43.54
119-573-002	$43.54
119-573-003	$43.54
119-573-004	$43.54
119-573-005	$43.54
119-573-006	$43.54
119-573-007	$43.54
119-573-008	$43.54
119-573-009	$43.54
119-573-010	$43.54
119-573-011	$43.54
119-573-012	$43.54
119-573-013	$43.54
119-573-014	$43.54
119-573-015	$43.54
119-581-001	$43.54
119-581-002	$43.54
119-581-003	$43.54
119-581-004	$43.54
119-581-005	$43.54
119-581-006	$43.54
119-581-007	$43.54
119-581-008	$43.54
119-581-009	$43.54
119-581-010	$43.54
119-581-011	$43.54
119-581-012	$43.54
119-581-013	$43.54
119-582-001	$43.54
119-582-002	$43.54
119-582-003	$43.54
119-582-004	$43.54
119-582-005	$43.54
119-582-006	$43.54
119-582-007	$43.54
119-582-008	$43.54
119-582-009	$43.54
119-582-010	$43.54
119-582-011	$43.54
119-582-012	$43.54
119-583-001	$43.54
119-583-002	$43.54
119-583-003	$43.54
119-583-004	$43.54
119-583-005	$43.54
119-583-006	$43.54
Total Parcels:	55
Total Assessment:	$2,394.70

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 5267

Assessor's Parcel Number	Assessment Amount
119-560-003	$43.54
119-560-004	$43.54
119-560-005	$43.54
119-560-006	$43.54
119-560-007	$43.54
119-560-008	$43.54
119-560-009	$43.54
119-560-015	$43.54
119-560-016	$43.54
Total Parcels:	9
Total Assessment:	$391.86

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 5722

Assessor's Parcel Number	Assessment Amount
119-600-001	$43.54
119-600-002	$43.54
119-600-003	$43.54
119-600-004	$43.54
119-600-005	$43.54
119-600-006	$43.54
119-600-007	$43.54
119-600-008	$43.54
119-600-009	$43.54
119-600-010	$43.54
119-600-011	$43.54
119-600-012	$43.54
119-600-013	$43.54
119-600-014	$43.54
119-600-015	$43.54
119-600-016	$43.54
119-600-017	$43.54
119-600-018	$43.54
119-600-019	$43.54
119-600-020	$43.54
119-600-021	$43.54
119-600-022	$43.54
119-600-023	$43.54
119-600-024	$43.54
119-600-025	$43.54
119-600-026	$43.54
119-600-027	$43.54
119-600-028	$43.54
119-600-029	$43.54
119-600-030	$43.54
119-600-031	$43.54
119-600-032	$43.54
119-600-033	$43.54
119-600-034	$43.54
119-600-035	$43.54
119-600-036	$43.54
119-600-037	$43.54
119-600-038	$43.54
119-600-039	$43.54
119-600-040	$43.54
119-600-041	$43.54
119-600-042	$43.54
119-600-043	$43.54
119-600-044	$43.54
119-600-045	$43.54
119-600-046	$43.54
119-600-047	$43.54
119-600-048	$43.54
119-600-049	$43.54
119-600-050	$43.54
119-600-051	$43.54
119-600-052	$43.54
119-600-053	$43.54
119-600-054	$43.54
119-600-055	$43.54
119-600-056	$43.54
119-600-057	$43.54
119-600-058	$43.54
119-600-059	$43.54
119-600-060	$43.54
119-600-061	$43.54
119-600-062	$43.54
119-610-001	$43.54
119-610-002	$43.54
119-610-005	$43.54
119-610-006	$43.54
119-610-007	$43.54
119-610-008	$43.54
119-610-009	$43.54
119-610-010	$43.54
119-610-011	$43.54
119-610-012	$43.54
119-610-013	$43.54
119-610-014	$43.54
119-610-015	$43.54
119-610-016	$43.54
119-610-017	$43.54
119-610-018	$43.54
119-610-019	$43.54
119-610-020	$43.54
119-610-021	$43.54
119-610-022	$43.54
119-610-023	$43.54
119-610-024	$43.54
119-610-025	$43.54
119-610-026	$43.54
119-610-027	$43.54
119-610-028	$43.54
119-610-029	$43.54
119-610-030	$43.54
119-610-031	$43.54
119-610-032	$43.54
119-610-033	$43.54
119-610-034	$43.54
119-610-035	$43.54
119-610-036	$43.54
Total Parcels:	96
Total Assessment:	$4,179.84

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 6001

Assessor's Parcel Number	Assessment Amount
118-163-001	$43.54
118-163-002	$43.54
118-163-003	$43.54
118-164-001	$43.54
118-164-002	$43.54
118-164-003	$43.54
118-164-004	$43.54
118-164-005	$43.54
118-164-006	$43.54
118-164-007	$43.54
118-164-008	$43.54
118-164-009	$43.54
118-164-010	$43.54
118-164-011	$43.54
118-164-012	$43.54
118-164-013	$43.54
118-164-014	$43.54
118-164-015	$43.54
118-164-016	$43.54
118-164-017	$43.54
118-164-018	$43.54
118-164-019	$43.54
118-164-020	$43.54
118-164-021	$43.54
118-164-022	$43.54
118-164-023	$43.54
118-164-024	$43.54
118-164-025	$43.54
118-164-026	$43.54
118-164-027	$43.54
118-164-028	$43.54
118-164-029	$43.54
118-164-030	$43.54
118-164-031	$43.54
118-164-032	$43.54
118-164-033	$43.54
118-164-034	$43.54
118-164-035	$43.54
118-164-036	$43.54
118-164-037	$43.54
118-164-038	$43.54
118-164-039	$43.54
118-164-040	$43.54
118-164-041	$43.54
118-164-042	$43.54
118-164-043	$43.54
118-164-045	$43.54
118-164-046	$43.54
118-164-047	$43.54
118-164-048	$43.54
118-164-049	$43.54
118-164-050	$43.54
118-164-051	$43.54
118-164-052	$43.54
118-164-053	$43.54
118-164-054	$43.54
118-164-055	$43.54
118-164-056	$43.54
118-164-057	$43.54
118-164-058	$43.54
118-164-059	$43.54
118-164-060	$43.54
118-164-061	$43.54
118-164-062	$43.54
118-164-076	$43.54
Total Parcels:	65
Total Assessment:	$2,830.10

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 6001A

Assessor's Parcel Number	Assessment Amount
118-164-080	$15.64
118-164-081	$15.64
118-164-085	$15.64
118-164-086	$15.64
Total Parcels:	4
Total Assessment:	$62.56

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 6990

Assessor's Parcel Number	Assessment Amount
118-381-001	$43.54
118-381-002	$43.54
118-381-003	$43.54
118-381-004	$43.54
118-381-005	$43.54
118-381-006	$43.54
118-381-007	$43.54
118-381-008	$43.54
118-381-009	$43.54
118-381-010	$43.54
118-381-011	$43.54
118-381-012	$43.54
118-381-017	$43.54
118-381-018	$43.54
118-381-019	$43.54
118-381-020	$43.54
118-381-021	$43.54
118-381-022	$43.54
118-381-023	$43.54
118-381-024	$43.54
118-381-025	$43.54
118-381-026	$43.54
118-381-027	$43.54
118-381-028	$43.54
118-381-029	$43.54
118-381-030	$43.54
118-381-036	$43.54
118-381-037	$43.54
118-381-038	$43.54
118-381-039	$43.54
118-382-001	$43.54
118-382-002	$43.54
118-382-003	$43.54
118-382-004	$43.54
118-382-005	$43.54
118-382-006	$43.54
118-382-007	$43.54
118-382-008	$43.54
118-382-009	$43.54
118-382-010	$43.54
118-382-011	$43.54
118-382-012	$43.54
118-382-013	$43.54
118-382-014	$43.54
118-382-015	$43.54
118-382-016	$43.54
118-382-017	$43.54
118-382-018	$43.54
118-382-019	$43.54
118-382-020	$43.54
118-382-021	$43.54
118-382-022	$43.54
118-391-001	$43.54
118-391-002	$43.54
118-391-003	$43.54
118-391-004	$43.54
118-391-005	$43.54
118-391-006	$43.54
118-391-007	$43.54
118-391-008	$43.54
118-391-009	$43.54
118-391-010	$43.54
118-391-011	$43.54
118-391-012	$43.54
118-391-013	$43.54
118-391-014	$43.54
118-391-015	$43.54
118-391-016	$43.54
118-391-017	$43.54
118-391-018	$43.54
118-391-019	$43.54
118-391-020	$43.54
118-391-021	$43.54
118-391-022	$43.54
118-391-023	$43.54
118-391-024	$43.54
118-392-001	$43.54
118-392-002	$43.54
118-392-003	$43.54
118-392-004	$43.54
118-392-005	$43.54
118-392-006	$43.54
118-392-007	$43.54
118-392-008	$43.54
118-392-009	$43.54
118-392-010	$43.54
118-392-011	$43.54
118-392-012	$43.54
118-392-013	$43.54
118-392-014	$43.54
118-392-015	$43.54
118-392-016	$43.54
Total Parcels:	92
Total Assessment:	$4,005.68

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 7065

Assessor's Parcel Number	Assessment Amount
118-401-001	$31.28
118-401-002	$31.28
118-401-003	$31.28
118-401-004	$31.28
118-401-005	$31.28
118-401-006	$31.28
118-401-007	$31.28
118-401-008	$31.28
118-401-009	$31.28
118-401-010	$31.28
118-401-011	$31.28
118-401-012	$31.28
118-401-013	$31.28
118-401-014	$31.28
118-401-015	$31.28
118-401-016	$31.28
118-401-017	$31.28
118-401-018	$31.28
118-401-019	$31.28
118-401-020	$31.28
118-401-021	$31.28
118-401-022	$31.28
118-401-023	$31.28
118-401-024	$31.28
118-401-025	$31.28
118-401-026	$31.28
118-401-027	$31.28
118-401-028	$31.28
118-401-029	$31.28
118-401-030	$31.28
118-401-031	$31.28
118-401-032	$31.28
118-401-033	$31.28
118-401-034	$31.28
118-401-035	$31.28
118-401-036	$31.28
118-401-037	$31.28
118-401-038	$31.28
118-401-039	$31.28
118-401-040	$31.28
118-401-041	$31.28
118-401-042	$31.28
118-402-001	$31.28
118-402-002	$31.28
118-402-003	$31.28
118-402-004	$31.28
118-402-005	$31.28
118-402-006	$31.28
118-402-007	$31.28
118-402-008	$31.28
118-402-009	$31.28
118-402-010	$31.28
118-402-011	$31.28
118-402-012	$31.28
118-402-013	$31.28
118-402-014	$31.28
118-402-015	$31.28
118-402-016	$31.28
118-402-017	$31.28
118-402-018	$31.28
118-402-019	$31.28
118-402-020	$31.28
118-402-021	$31.28
118-402-022	$31.28
118-402-023	$31.28
118-402-024	$31.28
118-402-025	$31.28
118-402-026	$31.28
118-402-027	$31.28
118-402-028	$31.28
118-402-029	$31.28
118-402-030	$31.28
118-402-031	$31.28
118-402-032	$31.28
118-402-033	$31.28
118-402-034	$31.28
118-402-035	$31.28
118-402-036	$31.28
118-402-037	$31.28
118-402-038	$31.28
118-402-039	$31.28
118-402-040	$31.28
118-402-041	$31.28
118-402-042	$31.28
118-402-043	$31.28
118-402-044	$31.28
118-402-045	$31.28
118-402-046	$31.28
118-402-047	$31.28
118-402-048	$31.28
118-402-049	$31.28
118-402-050	$31.28
118-402-051	$31.28
118-402-052	$31.28
118-402-053	$31.28
118-402-054	$31.28
118-402-055	$31.28
118-402-056	$31.28
118-402-057	$31.28
118-402-058	$31.28
118-402-059	$31.28
118-402-060	$31.28
118-402-061	$31.28
118-402-062	$31.28
118-402-063	$31.28
118-402-064	$31.28
118-402-065	$31.28
118-402-066	$31.28
Total Parcels:	108
Total Assessment:	$3,378.24

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 7066

Assessor's Parcel Number	Assessment Amount
118-410-001	$8.34
118-410-002	$8.34
118-410-003	$8.34
118-410-004	$8.34
118-410-005	$8.34
118-410-006	$8.34
118-410-007	$8.34
118-410-008	$8.34
118-410-009	$8.34
118-410-010	$8.34
118-410-011	$8.34
118-410-012	$8.34
118-410-013	$8.34
118-410-014	$8.34
118-410-015	$8.34
118-410-016	$8.34
118-410-017	$8.34
118-410-018	$8.34
118-410-019	$8.34
118-410-020	$8.34
118-410-021	$8.34
118-410-022	$8.34
118-410-023	$8.34
118-410-024	$8.34
118-410-025	$8.34
118-410-026	$8.34
118-410-027	$8.34
118-410-028	$8.34
118-410-029	$8.34
118-410-030	$8.34
118-410-031	$8.34
118-410-032	$8.34
118-410-033	$8.34
118-410-034	$8.34
118-410-035	$8.34
118-410-037	$8.34
118-410-038	$8.34
118-410-039	$8.34
118-410-040	$8.34
118-410-041	$8.34
118-410-042	$8.34
118-410-043	$8.34
118-410-044	$8.34
118-410-045	$8.34
118-410-046	$8.34
118-410-047	$8.34
118-410-048	$8.34
118-410-049	$8.34
118-410-050	$8.34
118-410-051	$8.34
118-410-052	$8.34
118-410-053	$8.34
118-410-054	$8.34
118-410-055	$8.34
118-410-056	$8.34
118-410-057	$8.34
118-410-058	$8.34
118-410-059	$8.34
118-410-060	$8.34
118-410-061	$8.34
118-410-062	$8.34
118-410-063	$8.34
118-410-064	$8.34
118-410-065	$8.34
118-410-066	$8.34
118-410-067	$8.34
118-410-068	$8.34
118-410-069	$8.34
118-410-070	$8.34
118-410-071	$8.34
118-410-072	$8.34
118-410-073	$8.34
118-410-074	$8.34
118-410-075	$8.34
118-410-076	$8.34
118-410-077	$8.34
118-410-078	$8.34
118-410-079	$8.34
118-410-080	$8.34
118-410-081	$8.34
118-410-082	$8.34
118-410-083	$8.34
118-410-084	$8.34
118-410-085	$8.34
118-410-086	$8.34
118-410-087	$8.34
118-410-088	$8.34
118-410-089	$8.34
118-410-090	$8.34
118-410-091	$8.34
118-410-092	$8.34
118-410-093	$8.34
118-410-094	$8.34
118-410-095	$8.34
118-410-096	$8.34
118-410-097	$8.34
118-410-098	$8.34
118-410-099	$8.34
118-410-100	$8.34
118-410-101	$8.34
118-410-102	$8.34
118-410-103	$8.34
118-410-104	$8.34
118-410-105	$8.34
118-410-106	$8.34
118-410-107	$8.34
118-410-108	$8.34
118-410-109	$8.34
118-410-110	$8.34
118-410-111	$8.34
118-410-112	$8.34
118-410-113	$8.34
118-410-114	$8.34
118-410-115	$8.34
118-410-116	$8.34
118-410-117	$8.34
118-410-120	$8.34
Total Parcels:	117
Total Assessment:	$975.78

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 7249

Assessor's Parcel Number	Assessment Amount
118-480-001	$33.38
118-480-002	$33.38
118-480-003	$33.38
118-480-004	$33.38
118-480-005	$33.38
118-480-006	$33.38
118-480-007	$33.38
118-480-008	$33.38
118-480-009	$33.38
118-480-010	$33.38
118-480-011	$33.38
118-480-012	$33.38
118-480-013	$33.38
118-480-014	$33.38
118-480-015	$33.38
118-480-016	$33.38
118-480-017	$33.38
118-480-018	$33.38
118-480-019	$33.38
118-480-020	$33.38
118-480-023	$33.38
118-480-024	$33.38
118-480-025	$33.38
118-480-026	$33.38
118-480-027	$33.38
118-480-028	$33.38
118-480-029	$33.38
118-480-030	$33.38
118-480-031	$33.38
118-480-034	$33.38
118-480-035	$33.38
118-480-036	$33.38
118-480-037	$33.38
118-480-038	$33.38
118-480-039	$33.38
118-480-040	$33.38
118-480-041	$33.38
118-480-042	$33.38
118-480-043	$33.38
118-480-044	$33.38
118-480-045	$33.38
118-480-046	$33.38
118-480-047	$33.38
118-480-048	$33.38
118-490-001	$33.38
118-490-003	$33.38
118-490-005	$33.38
118-490-006	$33.38
118-490-007	$33.38
118-490-008	$33.38
118-490-009	$33.38
118-490-010	$33.38
118-490-011	$33.38
118-490-012	$33.38
118-490-013	$33.38
118-490-014	$33.38
118-490-015	$33.38
118-490-016	$33.38
118-490-017	$33.38
118-490-018	$33.38
118-490-019	$33.38
118-490-020	$33.38
118-490-021	$33.38
118-490-022	$33.38
118-490-023	$33.38
118-490-024	$33.38
118-490-025	$33.38
118-490-027	$33.38
118-490-028	$33.38
Total Parcels:	69
Total Assessment:	$2,303.22

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 7255

Assessor's Parcel Number	Assessment Amount
118-500-001	$33.38
118-500-002	$33.38
118-500-005	$33.38
118-500-006	$33.38
118-500-007	$33.38
118-500-008	$33.38
118-500-009	$33.38
118-500-010	$33.38
118-500-011	$33.38
118-500-012	$33.38
118-500-013	$33.38
118-500-014	$33.38
118-500-015	$33.38
118-500-016	$33.38
118-500-017	$33.38
118-500-018	$33.38
118-500-019	$33.38
118-500-020	$33.38
118-500-021	$33.38
118-500-022	$33.38
118-500-023	$33.38
118-500-024	$33.38
118-500-025	$33.38
118-500-026	$33.38
118-500-027	$33.38
118-500-028	$33.38
118-500-029	$33.38
118-500-030	$33.38
118-500-031	$33.38
118-500-032	$33.38
118-500-033	$33.38
118-510-001	$33.38
118-510-002	$33.38
118-510-003	$33.38
118-510-004	$33.38
118-510-005	$33.38
118-510-006	$33.38
118-510-007	$33.38
118-510-008	$33.38
118-510-009	$33.38
118-510-010	$33.38
118-510-011	$33.38
118-510-012	$33.38
118-510-013	$33.38
118-510-015	$33.38
118-510-016	$33.38
118-510-017	$33.38
118-510-018	$33.38
118-510-019	$33.38
118-510-020	$33.38
118-510-021	$33.38
118-510-022	$33.38
118-510-023	$33.38
118-510-024	$33.38
118-510-025	$33.38
118-510-026	$33.38
118-510-027	$33.38
118-510-028	$33.38
118-510-029	$33.38
118-510-030	$33.38
118-510-031	$33.38
118-510-032	$33.38
118-510-033	$33.38
118-510-034	$33.38
118-510-035	$33.38
118-510-036	$33.38
118-510-037	$33.38
118-510-038	$33.38
118-510-039	$33.38
118-510-040	$33.38
118-510-041	$33.38
118-510-042	$33.38
Total Parcels:	72
Total Assessment:	$2,403.36

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 7256

Assessor's Parcel Number	Assessment Amount
118-421-001	$43.54
118-421-002	$43.54
118-421-003	$43.54
118-422-001	$43.54
118-422-002	$43.54
118-422-003	$43.54
118-422-004	$43.54
118-422-005	$43.54
118-422-006	$43.54
118-422-007	$43.54
118-423-001	$43.54
118-423-002	$43.54
118-423-003	$43.54
118-423-004	$43.54
118-423-005	$43.54
118-423-006	$43.54
118-423-007	$43.54
118-423-008	$43.54
118-423-009	$43.54
118-423-010	$43.54
118-423-011	$43.54
118-423-012	$43.54
118-423-013	$43.54
118-423-014	$43.54
118-423-015	$43.54
118-424-001	$43.54
118-424-002	$43.54
118-424-003	$43.54
118-424-004	$43.54
118-424-005	$43.54
118-424-006	$43.54
118-424-007	$43.54
118-424-008	$43.54
118-424-009	$43.54
118-424-010	$43.54
118-424-011	$43.54
118-424-012	$43.54
118-424-013	$43.54
118-424-014	$43.54
118-424-015	$43.54
118-424-016	$43.54
118-424-017	$43.54
118-424-018	$43.54
118-424-019	$43.54
118-431-001	$43.54
118-431-002	$43.54
118-431-003	$43.54
118-431-004	$43.54
118-431-005	$43.54
118-432-002	$43.54
118-432-003	$43.54
118-432-004	$43.54
118-432-005	$43.54
118-432-006	$43.54
118-432-007	$43.54
118-432-008	$43.54
118-432-009	$43.54
118-432-010	$43.54
118-432-011	$43.54
118-432-012	$43.54
118-432-013	$43.54
118-432-014	$43.54
118-432-015	$43.54
118-432-016	$43.54
118-432-017	$43.54
118-432-019	$43.54
118-432-020	$43.54
118-433-002	$43.54
118-433-003	$43.54
118-433-004	$43.54
Total Parcels:	70
Total Assessment:	$3,047.80

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 7257

Assessor's Parcel Number	Assessment Amount
118-570-001	$43.54
118-570-002	$43.54
118-570-003	$43.54
118-570-004	$43.54
118-570-005	$43.54
118-570-006	$43.54
118-570-007	$43.54
118-570-008	$43.54
118-570-009	$43.54
118-570-010	$43.54
118-570-012	$43.54
118-570-013	$43.54
118-570-014	$43.54
118-570-015	$43.54
118-570-016	$43.54
118-570-017	$43.54
118-570-018	$43.54
118-570-019	$43.54
118-570-020	$43.54
118-570-021	$43.54
118-570-022	$43.54
118-570-023	$43.54
118-570-024	$43.54
118-570-025	$43.54
118-570-026	$43.54
118-570-027	$43.54
118-570-028	$43.54
118-570-029	$43.54
118-570-030	$43.54
118-570-031	$43.54
118-570-032	$43.54
118-570-033	$43.54
118-570-034	$43.54
118-570-035	$43.54
118-570-038	$43.54
118-570-039	$43.54
118-570-040	$43.54
118-570-041	$43.54
118-570-042	$43.54
118-570-043	$43.54
118-570-044	$43.54
118-570-045	$43.54
118-570-046	$43.54
118-570-047	$43.54
118-570-048	$43.54
118-570-049	$43.54
118-570-050	$43.54
118-570-051	$43.54
118-570-052	$43.54
118-570-053	$43.54
118-570-054	$43.54
118-570-055	$43.54
118-570-056	$43.54
118-570-057	$43.54
118-570-058	$43.54
118-570-059	$43.54
118-570-060	$43.54
118-570-061	$43.54
118-570-062	$43.54
118-570-063	$43.54
Total Parcels:	60
Total Assessment:	$2,612.40

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 7260

Assessor's Parcel Number	Assessment Amount
118-640-001	$33.38
118-640-002	$33.38
118-640-003	$33.38
118-640-004	$33.38
118-640-005	$33.38
118-640-006	$33.38
118-640-007	$33.38
118-640-008	$33.38
118-640-009	$33.38
118-640-010	$33.38
118-640-011	$33.38
118-640-012	$33.38
118-640-014	$33.38
118-640-015	$33.38
118-640-016	$33.38
118-640-017	$33.38
118-640-018	$33.38
118-640-019	$33.38
118-640-020	$33.38
118-640-022	$33.38
118-640-024	$33.38
118-640-025	$33.38
118-640-026	$33.38
118-640-027	$33.38
118-640-028	$33.38
118-640-029	$33.38
118-640-030	$33.38
118-640-031	$33.38
118-640-032	$33.38
118-640-033	$33.38
118-640-034	$33.38
118-640-035	$33.38
118-640-036	$33.38
118-640-037	$33.38
118-640-038	$33.38
118-640-039	$33.38
118-640-040	$33.38
118-640-041	$33.38
118-640-042	$33.38
118-640-043	$33.38
118-640-044	$33.38
118-640-046	$33.38
118-640-047	$33.38
118-640-048	$33.38
118-650-001	$33.38
118-650-002	$33.38
118-650-003	$33.38
118-650-004	$33.38
118-650-005	$33.38
118-650-006	$33.38
118-650-007	$33.38
118-650-008	$33.38
118-650-009	$33.38
118-650-010	$33.38
118-650-011	$33.38
118-650-012	$33.38
118-650-013	$33.38
118-650-014	$33.38
118-650-015	$33.38
118-650-016	$33.38
118-650-017	$33.38
118-650-018	$33.38
118-650-019	$33.38
118-650-020	$33.38
118-650-021	$33.38
118-650-022	$33.38
118-650-023	$33.38
118-650-024	$33.38
118-650-025	$33.38
118-650-026	$33.38
118-650-027	$33.38
118-650-028	$33.38
118-650-029	$33.38
118-650-030	$33.38
118-650-031	$33.38
Total Parcels:	75
Total Assessment:	$2,503.50

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 7261

Assessor's Parcel Number	Assessment Amount
118-670-001	$43.54
118-670-002	$43.54
118-670-003	$43.54
118-670-004	$43.54
118-670-005	$43.54
118-670-006	$43.54
118-670-007	$43.54
118-670-008	$43.54
118-670-009	$43.54
118-670-010	$43.54
118-670-011	$43.54
118-670-012	$43.54
118-670-013	$43.54
118-670-014	$43.54
118-670-015	$43.54
118-670-016	$43.54
118-670-017	$43.54
118-670-018	$43.54
118-670-019	$43.54
118-670-020	$43.54
118-670-021	$43.54
118-670-022	$43.54
118-670-023	$43.54
118-670-024	$43.54
118-670-025	$43.54
118-670-026	$43.54
118-670-027	$43.54
118-670-028	$43.54
118-670-029	$43.54
118-670-030	$43.54
118-670-031	$43.54
118-670-032	$43.54
118-670-033	$43.54
118-670-034	$43.54
118-670-035	$43.54
118-670-036	$43.54
118-670-037	$43.54
118-670-038	$43.54
118-670-039	$43.54
118-670-040	$43.54
118-670-041	$43.54
118-670-042	$43.54
118-670-043	$43.54
118-670-044	$43.54
118-680-001	$43.54
118-680-002	$43.54
118-680-003	$43.54
118-680-004	$43.54
118-680-005	$43.54
118-680-006	$43.54
118-680-007	$43.54
118-680-008	$43.54
118-680-009	$43.54
118-680-010	$43.54
118-680-011	$43.54
118-680-012	$43.54
118-680-013	$43.54
118-680-014	$43.54
118-680-015	$43.54
118-680-016	$43.54
118-680-017	$43.54
118-680-018	$43.54
118-680-019	$43.54
118-680-020	$43.54
118-680-021	$43.54
118-680-022	$43.54
118-680-023	$43.54
118-680-024	$43.54
118-680-025	$43.54
118-680-026	$43.54
Total Parcels:	70
Total Assessment:	$3,047.80

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 7262

Assessor's Parcel Number	Assessment Amount
118-441-001	$43.54
118-441-002	$43.54
118-441-003	$43.54
118-441-004	$43.54
118-441-005	$43.54
118-441-006	$43.54
118-441-007	$43.54
118-441-008	$43.54
118-441-009	$43.54
118-441-010	$43.54
118-441-011	$43.54
118-441-012	$43.54
118-441-013	$43.54
118-441-014	$43.54
118-441-015	$43.54
118-441-016	$43.54
118-441-017	$43.54
118-441-018	$43.54
118-441-019	$43.54
118-441-020	$43.54
118-441-021	$43.54
118-441-022	$43.54
118-441-023	$43.54
118-441-024	$43.54
118-441-025	$43.54
118-441-026	$43.54
118-442-001	$43.54
118-442-002	$43.54
118-442-003	$43.54
118-442-004	$43.54
118-442-005	$43.54
118-442-006	$43.54
118-442-007	$43.54
118-442-008	$43.54
118-442-009	$43.54
118-442-010	$43.54
118-442-011	$43.54
118-442-012	$43.54
118-442-013	$43.54
118-442-014	$43.54
118-442-015	$43.54
118-442-016	$43.54
118-442-017	$43.54

Assessor's Parcel Number	Assessment Amount
118-443-001	$43.54
118-443-002	$43.54
118-443-003	$43.54
118-443-004	$43.54
118-443-005	$43.54
118-443-006	$43.54
118-443-007	$43.54
118-451-001	$43.54
118-451-002	$43.54
118-451-003	$43.54
118-451-004	$43.54
118-451-005	$43.54
118-451-006	$43.54
118-451-007	$43.54
118-451-008	$43.54
118-451-009	$43.54
118-451-010	$43.54
118-451-011	$43.54
118-452-001	$43.54
118-452-002	$43.54
118-452-003	$43.54
118-452-004	$43.54
118-452-005	$43.54
118-452-006	$43.54
118-452-007	$43.54
118-452-008	$43.54
118-452-009	$43.54
118-452-010	$43.54
118-452-011	$43.54
118-452-012	$43.54
118-452-013	$43.54
118-452-014	$43.54
118-452-015	$43.54
118-452-016	$43.54
118-452-017	$43.54
118-452-018	$43.54
118-452-019	$43.54
118-452-020	$43.54
118-452-021	$43.54
118-452-022	$43.54
118-452-023	$43.54
118-452-024	$43.54
118-452-025	$43.54

Assessor's Parcel Number	Assessment Amount
118-452-026	$43.54
118-452-027	$43.54
118-452-028	$43.54
118-452-029	$43.54
118-452-030	$43.54
118-452-031	$43.54
118-452-032	$43.54
118-452-033	$43.54
118-452-034	$43.54
118-452-035	$43.54
118-452-036	$43.54
118-452-037	$43.54
118-452-038	$43.54
Total Parcels:	99
Total Assessment:	$4,310.46

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 7263

Assessor's Parcel Number	Assessment Amount
118-540-001	$43.54
118-540-002	$43.54
118-540-003	$43.54
118-540-004	$43.54
118-540-005	$43.54
118-540-006	$43.54
118-540-007	$43.54
118-540-008	$43.54
118-540-009	$43.54
118-540-010	$43.54
118-540-011	$43.54
118-540-012	$43.54
118-540-013	$43.54
118-540-014	$43.54
118-540-015	$43.54
118-540-016	$43.54
118-540-017	$43.54
118-540-018	$43.54
118-540-019	$43.54
118-540-020	$43.54
118-540-021	$43.54
118-540-022	$43.54
118-540-023	$43.54
118-540-024	$43.54
118-540-025	$43.54
118-540-026	$43.54
118-540-027	$43.54
118-540-028	$43.54
118-540-029	$43.54
118-540-030	$43.54
118-540-031	$43.54
118-540-032	$43.54
118-540-033	$43.54
118-540-034	$43.54
118-540-035	$43.54
118-540-036	$43.54
118-540-037	$43.54
118-540-038	$43.54
118-540-039	$43.54
118-540-040	$43.54
118-540-041	$43.54
118-540-042	$43.54
118-540-043	$43.54
118-540-044	$43.54
118-540-045	$43.54
118-540-046	$43.54
118-540-047	$43.54
118-540-048	$43.54
118-540-049	$43.54
118-540-050	$43.54
118-540-051	$43.54
118-540-052	$43.54
118-540-053	$43.54
118-540-054	$43.54
118-540-055	$43.54
118-540-056	$43.54
118-540-057	$43.54
118-540-058	$43.54
118-540-059	$43.54
118-540-060	$43.54
118-540-061	$43.54
118-540-062	$43.54
118-540-063	$43.54
118-540-064	$43.54
118-540-065	$43.54
118-550-002	$43.54
118-550-003	$43.54
118-550-004	$43.54
118-550-005	$43.54
118-550-006	$43.54
118-550-007	$43.54
118-550-008	$43.54
118-550-009	$43.54
118-550-010	$43.54
118-550-011	$43.54
118-550-012	$43.54
118-550-013	$43.54
118-550-014	$43.54
118-550-015	$43.54
118-550-016	$43.54
118-550-017	$43.54
118-550-018	$43.54
118-550-019	$43.54
118-550-020	$43.54
118-550-021	$43.54
118-550-022	$43.54
118-550-023	$43.54
118-550-024	$43.54
118-550-025	$43.54
118-550-026	$43.54
118-550-027	$43.54
118-550-028	$43.54
118-550-029	$43.54
118-550-030	$43.54
118-550-031	$43.54
118-550-032	$43.54
118-550-033	$43.54
118-550-034	$43.54
118-550-035	$43.54
118-550-036	$43.54
118-550-038	$43.54
Total Parcels:	101
Total Assessment:	$4,397.54

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 7264

Assessor's Parcel Number	Assessment Amount
118-620-001	$33.38
118-620-002	$33.38
118-620-003	$33.38
118-620-004	$33.38
118-620-005	$33.38
118-620-006	$33.38
118-620-007	$33.38
118-620-008	$33.38
118-620-009	$33.38
118-620-010	$33.38
118-620-011	$33.38
118-620-012	$33.38
118-620-013	$33.38
118-620-014	$33.38
118-620-015	$33.38
118-620-016	$33.38
118-620-017	$33.38
118-620-018	$33.38
118-620-019	$33.38
118-620-020	$33.38
118-620-021	$33.38
118-620-022	$33.38
118-620-023	$33.38
118-620-024	$33.38
118-620-025	$33.38
118-620-026	$33.38
118-620-027	$33.38
118-620-028	$33.38
118-620-029	$33.38
118-620-030	$33.38
118-620-031	$33.38
118-620-032	$33.38
118-620-033	$33.38
118-620-034	$33.38
118-620-035	$33.38
118-620-036	$33.38
118-620-037	$33.38
118-620-038	$33.38
118-620-039	$33.38
118-620-040	$33.38
118-620-041	$33.38
118-620-042	$33.38
118-620-043	$33.38
118-620-044	$33.38
118-620-045	$33.38
118-620-046	$33.38
118-620-047	$33.38
118-620-048	$33.38
118-620-049	$33.38
118-620-050	$33.38
118-620-051	$33.38
118-620-052	$33.38
118-620-053	$33.38
118-620-054	$33.38
118-620-055	$33.38
118-620-056	$33.38
118-620-057	$33.38
118-620-058	$33.38
118-620-059	$33.38
118-620-060	$33.38
118-620-061	$33.38
118-620-062	$33.38
118-630-001	$33.38
118-630-002	$33.38
118-630-003	$33.38
118-630-004	$33.38
118-630-005	$33.38
118-630-006	$33.38
118-630-007	$33.38
118-630-008	$33.38
118-630-009	$33.38
118-630-010	$33.38
118-630-011	$33.38
118-630-012	$33.38
118-630-013	$33.38
118-630-014	$33.38
118-630-015	$33.38
118-630-016	$33.38
118-630-017	$33.38
118-630-018	$33.38
118-630-019	$33.38
118-630-020	$33.38
118-630-021	$33.38
118-630-022	$33.38
118-630-023	$33.38
118-630-024	$33.38
118-630-025	$33.38
118-630-026	$33.38
118-630-027	$33.38
118-630-028	$33.38
118-630-029	$33.38
118-630-030	$33.38
118-630-031	$33.38
118-630-032	$33.38
118-630-033	$33.38
118-630-034	$33.38
118-630-035	$33.38
118-630-036	$33.38
118-630-037	$33.38
118-630-038	$33.38
118-630-039	$33.38
118-630-040	$33.38
Total Parcels:	102
Total Assessment:	$3,404.76

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 7303

Assessor's Parcel Number	Assessment Amount
118-530-001	$8.34
118-530-002	$8.34
118-530-003	$8.34
118-530-004	$8.34
118-530-005	$8.34
118-530-006	$8.34
118-530-007	$8.34
118-530-008	$8.34
118-530-009	$8.34
118-530-010	$8.34
118-530-011	$8.34
118-530-012	$8.34
118-530-013	$8.34
118-530-014	$8.34
118-530-015	$8.34
118-530-016	$8.34
118-530-017	$8.34
118-530-018	$8.34
118-530-019	$8.34
118-530-020	$8.34
118-530-021	$8.34
118-530-022	$8.34
118-530-023	$8.34
118-530-024	$8.34
118-530-025	$8.34
118-530-026	$8.34
118-530-027	$8.34
118-530-028	$8.34
118-530-029	$8.34
118-530-030	$8.34
118-530-031	$8.34
118-530-033	$8.34
118-530-034	$8.34
118-530-035	$8.34
118-530-036	$8.34
118-530-037	$8.34
118-530-038	$8.34
118-530-039	$8.34
118-530-040	$8.34
118-530-041	$8.34
118-530-042	$8.34
118-530-043	$8.34
118-530-044	$8.34
118-530-045	$8.34
118-530-046	$8.34
118-530-047	$8.34
118-530-048	$8.34
118-530-049	$8.34
118-530-050	$8.34
118-530-051	$8.34
118-530-052	$8.34
118-530-056	$8.34
Total Parcels:	52
Total Assessment:	$433.68

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 7311

Assessor's Parcel Number	Assessment Amount
118-460-001	$31.28
118-460-002	$31.28
118-460-003	$31.28
118-460-004	$31.28
118-460-005	$31.28
118-460-006	$31.28
118-460-007	$31.28
118-460-008	$31.28
118-460-009	$31.28
118-460-010	$31.28
118-460-011	$31.28
118-460-012	$31.28
118-460-013	$31.28
118-460-014	$31.28
118-460-015	$31.28
118-460-016	$31.28
118-460-017	$31.28
118-460-018	$31.28
118-460-019	$31.28
118-460-020	$31.28
118-460-021	$31.28
118-460-022	$31.28
118-460-023	$31.28
118-460-024	$31.28
118-460-025	$31.28
118-460-026	$31.28
118-460-027	$31.28
118-460-028	$31.28
118-460-029	$31.28
118-460-030	$31.28
118-460-031	$31.28
118-460-032	$31.28
118-460-033	$31.28
118-460-034	$31.28
118-460-035	$31.28
118-460-036	$31.28
118-460-037	$31.28
118-460-038	$31.28
118-460-039	$31.28
118-460-040	$31.28
118-460-041	$31.28
118-460-042	$31.28
118-460-043	$31.28
118-460-044	$31.28
118-460-045	$31.28
118-460-046	$31.28
118-460-047	$31.28
118-460-048	$31.28
118-460-049	$31.28
118-460-050	$31.28
118-460-051	$31.28
118-460-052	$31.28
118-460-053	$31.28
118-460-054	$31.28
118-460-055	$31.28
118-460-056	$31.28
118-460-057	$31.28
118-460-058	$31.28
118-460-059	$31.28
118-460-060	$31.28
118-460-061	$31.28
118-460-062	$31.28
118-460-063	$31.28
118-460-064	$31.28
118-460-065	$31.28
118-460-066	$31.28
118-460-067	$31.28
118-460-068	$31.28
118-460-069	$31.28
118-460-070	$31.28
118-460-071	$31.28
118-460-072	$31.28
118-460-073	$31.28
118-460-074	$31.28
118-460-075	$31.28
118-460-076	$31.28
118-460-077	$31.28
118-460-078	$31.28
118-460-079	$31.28
118-460-080	$31.28
118-460-081	$31.28
118-460-082	$31.28
118-460-083	$31.28
118-460-084	$31.28
118-460-085	$31.28
118-460-086	$31.28
118-460-087	$31.28
118-460-088	$31.28
118-460-089	$31.28
118-460-090	$31.28
118-460-091	$31.28
118-460-092	$31.28
118-460-093	$31.28
118-460-094	$31.28
118-460-095	$31.28
118-460-096	$31.28
118-460-097	$31.28
118-460-098	$31.28
118-460-099	$31.28
118-460-100	$31.28
118-460-101	$31.28
118-460-102	$31.28
118-460-103	$31.28
118-460-105	$31.28
118-460-106	$31.28
118-460-107	$31.28
118-460-108	$31.28
118-460-109	$31.28
118-460-110	$31.28
118-460-111	$31.28
118-460-112	$31.28
118-460-113	$31.28
118-460-114	$31.28
118-460-115	$31.28
118-460-116	$31.28
118-460-117	$31.28
118-460-118	$31.28
118-460-121	$31.28
Total Parcels:	118
Total Assessment:	$3,691.04

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 7766

Assessor's Parcel Number	Assessment Amount
118-590-004	$8.34
118-590-005	$8.34
118-590-006	$8.34
118-590-007	$8.34
118-590-009	$8.34
118-590-010	$8.34
118-590-011	$8.34
118-590-012	$8.34
118-590-015	$8.34
118-590-016	$8.34
118-590-017	$8.34
118-590-018	$8.34
118-590-022	$8.34
118-590-023	$8.34
118-590-024	$8.34
118-590-025	$8.34
118-590-027	$8.34
118-590-028	$8.34
118-590-029	$8.34
118-590-030	$8.34
118-600-001	$8.34
118-600-002	$8.34
118-600-003	$8.34
118-600-004	$8.34
118-600-006	$8.34
118-600-007	$8.34
118-600-008	$8.34
118-600-009	$8.34
118-600-011	$8.34
118-600-012	$8.34
118-600-013	$8.34
118-600-014	$8.34
118-600-016	$8.34
118-600-017	$8.34
118-600-018	$8.34
118-600-019	$8.34
118-600-021	$8.34
118-600-022	$8.34
118-600-023	$8.34
118-600-024	$8.34
118-600-026	$8.34
118-600-027	$8.34
118-600-028	$8.34
118-600-029	$8.34
118-600-031	$8.34
118-600-032	$8.34
118-600-033	$8.34
118-600-034	$8.34
118-600-036	$8.34
118-600-037	$8.34
118-600-038	$8.34
118-600-039	$8.34
118-610-001	$8.34
118-610-002	$8.34
118-610-003	$8.34
118-610-004	$8.34
118-610-006	$8.34
118-610-007	$8.34
118-610-008	$8.34
118-610-009	$8.34
Total Parcels:	60
Total Assessment:	$500.40

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 7766A

Assessor's Parcel Number	Assessment Amount
118-580-001	$16.68
118-580-002	$16.68
118-580-003	$16.68
118-580-004	$16.68
118-580-005	$16.68
118-580-006	$16.68
118-580-007	$16.68
118-580-008	$16.68
118-580-009	$16.68
118-580-010	$16.68
118-580-011	$16.68
118-580-012	$16.68
118-580-013	$16.68
118-580-014	$16.68
118-580-015	$16.68
118-580-016	$16.68
118-580-017	$16.68
118-580-018	$16.68
118-580-019	$16.68
118-580-020	$16.68
118-580-021	$16.68
118-580-022	$16.68
118-580-023	$16.68
118-580-024	$16.68
118-580-025	$16.68
118-580-026	$16.68
118-580-027	$16.68
118-580-028	$16.68
118-580-029	$16.68
118-580-030	$16.68
118-580-031	$16.68
118-580-032	$16.68
118-580-033	$16.68
118-580-034	$16.68
118-580-035	$16.68
Total Parcels:	35
Total Assessment:	$583.80

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 7767

Assessor's Parcel Number	Assessment Amount
118-610-012	$8.34
118-610-013	$8.34
118-610-014	$8.34
118-610-015	$8.34
118-610-020	$8.34
118-610-021	$8.34
118-610-022	$8.34
118-610-023	$8.34
118-610-024	$8.34
118-610-025	$8.34
118-610-026	$8.34
118-610-027	$8.34
118-610-028	$8.34
118-610-029	$8.34
118-610-030	$8.34
118-610-031	$8.34
118-660-001	$8.34
118-660-002	$8.34
118-660-003	$8.34
118-660-004	$8.34
118-660-006	$8.34
118-660-007	$8.34
118-660-008	$8.34
118-660-009	$8.34
118-660-013	$8.34
118-660-014	$8.34
118-660-015	$8.34
118-660-016	$8.34
118-660-019	$8.34
118-660-020	$8.34
118-660-021	$8.34
118-660-022	$8.34
118-660-024	$8.34
118-660-025	$8.34
118-660-026	$8.34
118-660-027	$8.34
118-660-029	$8.34
118-660-030	$8.34
118-660-031	$8.34
118-660-032	$8.34
118-660-036	$8.34
118-660-037	$8.34
118-660-038	$8.34
118-660-039	$8.34
118-660-047	$8.34
118-660-048	$8.34
118-660-049	$8.34
118-660-050	$8.34
118-660-052	$8.34
118-660-053	$8.34
118-660-054	$8.34
118-660-055	$8.34
118-660-057	$8.34
118-660-058	$8.34
118-660-059	$8.34
118-660-060	$8.34
118-660-062	$8.34
118-660-063	$8.34
118-660-064	$8.34
118-660-065	$8.34
118-660-067	$8.34
118-660-068	$8.34
118-660-069	$8.34
118-660-070	$8.34
118-660-071	$8.34
118-660-072	$8.34
118-660-073	$8.34
118-660-074	$8.34
118-660-075	$8.34
118-660-076	$8.34
118-660-077	$8.34
118-660-078	$8.34
118-660-079	$8.34
118-660-080	$8.34
118-660-081	$8.34
118-660-082	$8.34
Total Parcels:	76
Total Assessment:	$633.84

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 7768

Assessor's Parcel Number	Assessment Amount
118-470-003	$31.28
118-470-004	$31.28
118-470-005	$31.28
118-470-006	$31.28
118-470-007	$31.28
118-470-008	$31.28
118-470-009	$31.28
118-470-010	$31.28
118-470-011	$31.28
118-470-012	$31.28
118-470-013	$31.28
118-470-014	$31.28
118-470-015	$31.28
118-470-016	$31.28
118-470-017	$31.28
118-470-018	$31.28
118-470-019	$31.28
118-470-020	$31.28
118-470-021	$31.28
118-470-022	$31.28
118-470-023	$31.28
118-470-024	$31.28
118-470-025	$31.28
118-470-026	$31.28
118-470-027	$31.28
118-470-028	$31.28
118-470-029	$31.28
118-470-030	$31.28
118-470-031	$31.28
118-470-032	$31.28
118-470-033	$31.28
118-470-034	$31.28
118-470-035	$31.28
118-470-036	$31.28
118-470-037	$31.28
118-470-038	$31.28
118-470-039	$31.28
118-470-040	$31.28
118-470-041	$31.28
118-470-042	$31.28
118-470-043	$31.28
118-470-044	$31.28
118-470-045	$31.28
118-470-046	$31.28
118-470-047	$31.28
118-470-048	$31.28
118-470-049	$31.28
118-470-050	$31.28
118-470-051	$31.28
118-470-052	$31.28
118-470-053	$31.28
118-470-054	$31.28
118-470-055	$31.28
118-470-056	$31.28
118-470-057	$31.28
Total Parcels:	55
Total Assessment:	$1,720.40

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 7769

Assessor's Parcel Number	Assessment Amount
118-470-063	$31.28
118-470-064	$31.28
118-470-065	$31.28
118-470-066	$31.28
118-470-067	$31.28
118-470-068	$31.28
118-470-069	$31.28
118-470-070	$31.28
118-470-071	$31.28
118-470-072	$31.28
118-470-076	$31.28
118-470-079	$31.28
118-470-080	$31.28
118-470-081	$31.28
118-470-082	$31.28
118-470-083	$31.28
118-470-084	$31.28
118-470-085	$31.28
118-470-086	$31.28
118-470-087	$31.28
118-470-088	$31.28
118-470-089	$31.28
118-470-090	$31.28
118-470-091	$31.28
118-470-092	$31.28
118-470-093	$31.28
118-470-094	$31.28
118-470-095	$31.28
118-470-096	$31.28
118-470-097	$31.28
118-470-098	$31.28
118-470-099	$31.28
118-470-100	$31.28
118-470-101	$31.28
118-470-102	$31.28
118-470-103	$31.28
118-470-104	$31.28
118-470-105	$31.28
118-470-106	$31.28
118-470-107	$31.28
118-470-108	$31.28
118-470-109	$31.28
118-470-110	$31.28
118-470-111	$31.28
118-470-112	$31.28
118-470-113	$31.28
118-470-114	$31.28
118-470-115	$31.28
118-470-118	$31.28
118-470-119	$31.28
118-470-120	$31.28
118-470-121	$31.28
118-470-122	$31.28
Total Parcels:	53
Total Assessment:	$1,657.84

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 7887

Assessor's Parcel Number	Assessment Amount
119-620-001	$33.38
119-620-002	$33.38
119-620-003	$33.38
119-620-004	$33.38
119-620-005	$33.38
119-620-006	$33.38
119-620-007	$33.38
119-620-008	$33.38
119-620-009	$33.38
119-620-010	$33.38
119-620-011	$33.38
119-620-012	$33.38
119-620-013	$33.38
119-620-014	$33.38
119-620-015	$33.38
119-620-016	$33.38
119-620-017	$33.38
119-620-018	$33.38
119-620-019	$33.38
119-620-020	$33.38
119-620-021	$33.38
119-620-022	$33.38
119-620-023	$33.38
119-620-024	$33.38
119-620-025	$33.38
119-620-026	$33.38
119-620-027	$33.38
119-620-028	$33.38
119-620-029	$33.38
119-620-030	$33.38
119-620-031	$33.38
119-620-032	$33.38
119-620-033	$33.38
119-620-034	$33.38
119-620-035	$33.38
119-620-036	$33.38
119-620-037	$33.38
119-620-038	$33.38
119-620-039	$33.38
119-620-040	$33.38
119-620-041	$33.38
119-620-042	$33.38
119-620-043	$33.38
119-620-044	$33.38
119-620-045	$33.38
119-620-046	$33.38
119-620-047	$33.38
119-620-048	$33.38
119-620-049	$33.38
119-620-050	$33.38
119-620-051	$33.38
119-620-052	$33.38
119-620-053	$33.38
119-620-054	$33.38
Total Parcels:	54
Total Assessment:	$1,802.52

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 8215

Assessor's Parcel Number	Assessment Amount
118-690-001	$43.54
118-690-002	$43.54
118-690-003	$43.54
118-690-004	$43.54
118-690-005	$43.54
118-690-006	$43.54
118-690-007	$43.54
118-690-008	$43.54
118-690-009	$43.54
118-690-010	$43.54
118-690-011	$43.54
118-690-012	$43.54
118-690-013	$43.54
118-690-014	$43.54
118-690-015	$43.54
118-690-016	$43.54
118-690-017	$43.54
118-690-018	$43.54
118-690-019	$43.54
118-690-020	$43.54
118-690-021	$43.54
118-690-022	$43.54
118-690-023	$43.54
118-690-024	$43.54
118-690-025	$43.54
118-690-026	$43.54
118-690-027	$43.54
118-690-028	$43.54
118-690-029	$43.54
118-690-030	$43.54
118-690-031	$43.54
118-690-032	$43.54
118-690-033	$43.54
Total Parcels:	33
Total Assessment:	$1,436.82

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 8355

Assessor's Parcel Number	Assessment Amount
118-212-012	$43.54
118-212-013	$43.54
118-212-014	$43.54
118-212-015	$43.54
118-212-016	$43.54
118-212-017	$43.54
118-212-018	$43.54
118-212-019	$43.54
Total Parcels:	8
Total Assessment:	$348.32

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 8358

Assessor's Parcel Number	Assessment Amount
118-700-001	$43.54
118-700-002	$43.54
118-700-003	$43.54
118-700-004	$43.54
118-700-005	$43.54
118-700-006	$43.54
118-700-007	$43.54
118-700-008	$43.54
118-700-009	$43.54
118-700-010	$43.54
118-700-011	$43.54
118-700-012	$43.54
118-700-013	$43.54
118-700-014	$43.54
118-700-015	$43.54
118-700-016	$43.54
118-700-017	$43.54
118-700-018	$43.54
118-700-019	$43.54
Total Parcels:	19
Total Assessment:	$827.26

CITY OF CLAYTON
STREETLIGHT ASSESSMENT DISTRICT
ASSESSMENT ROLL
FISCAL YEAR 2026-27
SUBDIVISION NO. 8719

Assessor's Parcel Number	Assessment Amount
119-630-003	$22.18
119-630-004	$22.18
119-630-005	$22.18
119-630-006	$22.18
119-630-008	$22.18
119-630-009	$22.18
119-630-010	$22.18
119-630-012	$22.18
119-630-013	$22.18
119-630-014	$22.18
119-640-001	$22.18
119-640-004	$22.18
119-640-010	$22.18
119-640-011	$22.18
119-640-012	$22.18
119-640-013	$22.18
119-640-016	$22.18
119-640-017	$22.18
119-640-018	$22.18
119-640-019	$22.18
119-640-020	$22.18
119-640-021	$22.18
119-640-022	$22.18
119-640-023	$22.18
Total Parcels:	24
Total Assessment:	$532.32

RESOLUTION NO. 31-2026

A RESOLUTION APPROVING THE ENGINEER'S REPORT AND LEVYING ASSESSMENTS FOR OPERATION AND MAINTENANCE OF STREETLIGHTS IN THE STREETLIGHT ASSESSMENT DISTRICT FOR FISCAL YEAR 2026/27

THE CITY COUNCIL
City of Clayton, California

WHEREAS, in order to levy assessments for the operation and maintenance of the streetlights in residential subdivisions, the City Engineer has requested the preparation of, and submitted to the City Council, an Engineer's Report for Fiscal Year 2026/27; and

WHEREAS, the Engineer's Report recommends the annual assessments remain unchanged from last fiscal year;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Clayton, California, does hereby.

1. The Engineer's Report for Fiscal Year 2026/27 is hereby approved.

2. The City Council orders the levy of an assessment in the amounts shown per subdivision lot on "Exhibit A", attached hereto and incorporated herein as if fully set forth, on each of the lots within the following subdivisions in the Streetlight Assessment District, and this Resolution shall constitute the levy and confirmation of such assessment for Fiscal Year 2026/27. The total subdivision lots so assessed are 3,485 and consist of each lot within the following subdivision numbers: 2556, 2572, 3434, 3576, 3659, 4011, 4012, 4013, 4014, 4015, 4016, 4017, 4018, 4019, 4240, 4343, 4403, 4449, 4451, 4499, 4504, 4515, 4543, 4643, 4654, 4798, 4805, 4827, 4956, 5048, 5049, 5050, 5267, 5722, 6001, 6990, 7065, 7066, 7249, 7255, 7256, 7257, 7260, 7261, 7262, 7263, 7264, 7303,7311, 7766, 7767, 7768, 7769, 7887, 8215, 8355, 8358 and 8719 as such maps appear of record in the Contra Costa County Recorder's Office.

3. The City will pay from the Special District Augmentation monies, gas tax or other City funds, the cost of operation for the streetlights on arterial streets. The herein mentioned assessment levy is to pay for the cost of operation and maintenance for the streetlights along the public streets within or adjacent to the above described subdivisions.

4. The City Clerk shall immediately file a certified copy of this Resolution, together with any required diagrams and a list of lots so assessed, with the Auditor of Contra Costa County, with the Assessment to thereafter be collected in the same manner as the property taxes are collected.

PASSED, APPROVED AND ADOPTED by the City Council of Clayton, California, at a regular public meeting thereof held on the 7th day of July 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CA

_____

Jeff Wan, Mayor

ATTEST:

_____

Melissa Rhodes, City Clerk

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Dennis Bozanich, Administrative Services Director

DATE: July 7, 2026

SUBJECT: Award of a Construction Contract to Bay Cities Paving and Grading, Inc. from Concord, CA in an amount not to exceed $2,383,114 for the 2026 Clayton Neighborhood Street Rehabilitation Program (CIP Project No. 2026P)

RECOMMENDATION

Award the construction contract to Bay Cities Paving and Grading, Inc. of Concord, CA, for the total bid amount of $1,985,928.00; authorize project expenditure up to $2,383,114 (includes a 20% contingency); approve project construction plans in accordance with the design immunity requirements listed under California Government Code 830.6; and authorize the City Manager to execute the contract on behalf of the City.

BACKGROUND

The proposed pavement rehabilitation project includes streets that were originally selected in 2025. The project this summer and fall is to rehabilitate the following streets by performing digouts of potholes, crack sealing, stripping, and placement of micro-surfacing treatment, including ADA curb ramp upgrades.

Segment #	Street Name	Start/End	Proposed Treatment
1	Eagle Peak Ave.	Keller Ridge Dr. to Oakhurst Dr.	3" mill & fill up to 5"
2	North Mitchell Canyon Road	Clayton Rd. to the end	3" mill * fill up tp 3"
3	Marsh Creek Road	El Molino Dr. to Clayton/Marsh Creek	Dig out, crack seal & s
4	El Portol Drive	Regency Dr. to El Pueblo Pl.	3" mill & fill up to 5"
5	Herriman Drive	Mitchell Canyon Rd. to Tiffin Drive	2" mill & fill up to 2"
6	Mountaire Parkway	Marsh Creek to Mountaire Circle	Dig-out, crack seal & s
7	Main Street	Oak St. to Marsh Creek	5" mill and fill up to 6"

The traveling public should expect delays and detours. Staff will work with the contractor to limit impacts to school traffic during the portion of work.

DISCUSSION

The project bid documents were advertised in the City's Public Purchase portal beginning May 19, 2026 with the bid due date of June 8, 2026 at 5:00 p.m. Bids were received electronically and in person and were opened shortly after the deadline. (ATT A - Summary) Five bids were received as noted below:

Bidder	Total Bid
Ghilotti	$2,280,223
Bay Cities Paving	$1,985,928
Goodfellow Brothers	$2,035,078
DeSilva Gates Construction	$2,344,123
McGuire and Hester	$2,131,666

The apparent low bidder, Bay Cities Paving and Grading, Inc. of Concord, CA submitted the lowest bid of $1,985,928. Staff has reviewed (ATT B - Bid Tab) the bid documents and determined that Bay Cities Paving and Grading to be responsible and their bid to be responsive to contract requirements and therefore recommends that the contract be awarded to their firm.

The construction plans which were part of the bid package are attached (ATT C - Bay Cities Paving Bid and Plan). The City Council, as the legislative body of the public agency, approves these plans in accordance with the design immunity defense requirements listed under California Government Code 830.6.

Staff has provided the original bid documents (ATTs - D through F) for reference only.

NEXT STEPS

Upon approval of the award of the construction contract, the contract will be delivered to the contractor for signature, submittal of performance and payment bonds, and evidence of insurance coverage naming the City as additional insured. Upon completion of all required elements of the contract, the City Manager will execute the contract on behalf of the City. Project construction is estimated to begin in August 2026 and be completed in early November 2026.

FISCAL IMPACT

The total bid amount for the construction contract with Rapid Grading Services is $1,985,928. Staff is recommending authorization of the total construction contract expenditures up to $2,383,114 which is a 20% contingency budget (~$397,185) for

necessary change orders or unforeseen changes in condition.

Project Expenditure Budget

Design Support during Construction		$ 11,000
Construction Contract		$ 1,985,928
Contingency		$ 397,185
	Total	$ 2,394,113

Project Funding per the CIP

Cap Improvement Fund (Fund 303)	$ 884,000
RMRA gas tax revenue	$ 850,000
Measure J	$ 576,000
Restricted grants	$ 50,000
HUTA gas tax	$ 50,000
	$ 2,410,000

As shown, the anticipated construction expenditures for the project are within the allocated funds in the Capital Improvement Plan. At the conclusion of the work and acceptance of the project, any remaining unused funds will be returned to the City's Gas Tax RMRA Fund 202 to be used for other future roadway projects.

CEQA IMPACT

Notice of Exemption were filed for Categorical Exemption to CEQA by the City.

ATTACHMENTS

1. ATT A - Clayton paving bid tab Summary
2. ATT B - Clayton 2026 paving bid tab
3. ATT C - BCPG_Proposal
4. ATT D - Bid Plan set - Clayton 2026 Street Rehab
5. ATT E - Bid Plan Set Technical Spec
6. ATT F - Front End Spec - Clayton 2026 Street Rehab

Bid Tab Summary – Paving Project

Bidder	Total Bid	Difference from Low	% Above Low	Rank
Ghilotti	$2,280,223	$294,295	14.82%	4
Bay City Paving	$1,985,928	$0	0.00%	1
Goodfellow Brothers	$2,035,078	$49,150	2.47%	2
DeSilva Gates Construction	$2,344,123	$358,195	18.04%	5
McGuire and Hester	$2,131,666	$145,738	7.34%	3

Engineer's Estimate	$2,354,628.02
Source Bid Schedule	Attached bid schedule table, pages 1–2 (29 items).
Note	The City is revoking Line Item 22 and Line Item 23 from the bid. City is planning to geo-political conditions in the Middle East.

Notes
Apparent low bidder

on a 15% contingency due

City of Clayton Bid Tabulation – Paving Project

Based on attached 29-item bid schedule

No.	Item Description	Unit	Est. Qty.	Engineer Unit	Engineer Ext.	Ghilotti Unit	Ghilotti Ext.	Bay City Paving Unit	Bay City Paving Ext.	Goodfellow Brothers Unit	Goodfellow Brothers Ext.	DeSilva Gates Construction Unit	DeSilva Gates Construction Ext.	McGuire and Hester Unit	McGuire and Hester Ext.
1	Mobilization	LS	1	$107,027	$107,027	$240,000	$240,000	$220,000	$220,000	$185,000	$185,000	$290,000	$290,000	$200,000	$200,000
2	Traffic Control	LS	1	$107,027	$107,027	$163,000	$163,000	$127,186	$127,186	$168,900	$168,900	$460,000	$460,000	$307,421	$307,421
3	Water Pollution Control	LS	1	$40,000	$40,000	$5,000	$5,000	$20,975	$20,975	$21,300	$21,300	$25,489	$25,489	$5,000	$5,000
4	Adjust Monument Box to Grade	EA	26	$1,500	$39,000	$950	$24,700	$1,850	$48,100	$2,100	$54,600	$1,850	$48,100	$1,000	$26,000
5	Adjust Manhole to Grade (Sanitary Sewer)	EA	15	$1,500	$22,500	$1,300	$19,500	$1,300	$19,500	$1,400	$21,000	$1,300	$19,500	$1,300	$19,500
6	Adjust Manhole to Grade (Storm Drain)	EA	3	$1,500	$4,500	$1,300	$3,900	$1,300	$3,900	$1,400	$4,200	$1,300	$3,900	$1,300	$3,900
7	Adjust Valve Box to Grade (Gas, by other)	EA	3	$0	$0	$950	$2,850	$950	$2,850	$1,100	$3,300	$950	$2,850	$950	$2,850
8	Adjust Valve Box to Grade (Water, by other)	EA	12	$0	$0	$950	$11,400	$950	$11,400	$1,100	$13,200	$950	$11,400	$950	$11,400
9	Concrete Demolition	SF	7,350	$8	$58,800	$12	$88,200	$5	$34,913	$13	$94,815	$10	$73,500	$5	$36,750
10	PCC Sidewalk & Curb Ramp	SF	5,392	$25	$134,800	$43	$231,856	$28	$148,280	$14	$72,792	$13	$70,096	$28	$148,280
11	Detectable Warning Surface	SF	405	$50	$20,250	$40	$16,200	$67	$27,135	$33	$13,527	$30	$12,150	$67	$27,135
12	PCC Curb & Gutter	LF	806	$110	$88,660	$25	$20,150	$100	$80,600	$152	$122,512	$110	$88,660	$100	$80,600
13	PCC Valley Gutter	SF	282	$30	$8,460	$30	$8,460	$45	$12,690	$39	$10,998	$35	$9,870	$45	$12,690
14	Reset Pull Box	EA	13	$1,000	$13,000	$170	$2,210	$300	$3,900	$1,000	$13,000	$500	$6,500	$300	$3,900
15	Base Failure Repair (4" Digout)	SF	2,602	$6	$15,612	$10	$26,020	$16	$41,632	$15	$39,030	$12	$31,224	$16	$41,632
16	Crack Seal (Type 2)	TN	4	$4,000	$16,000	$6,800	$27,200	$5,000	$20,000	$8,800	$35,200	$7,500	$30,000	$6,000	$24,000
17	Slurry Seal (Type II)	SY	22,468	$4	$89,872	$3	$58,417	$4	$86,502	$3	$67,404	$3	$56,170	$3	$67,404
18	Cold Planing (2" Thick)	SY	3,778	$6	$22,668	$6	$22,668	$4	$15,679	$7	$24,557	$7	$26,446	$5	$18,890
19	Cold Planing (3" Thick)	SY	23,089	$9	$207,801	$6	$126,990	$6	$141,997	$4	$92,356	$11	$253,979	$5	$115,445
20	Cold Planing (5" Thick)	SY	3,133	$15	$46,995	$10	$29,764	$10	$32,427	$9	$28,197	$15	$46,995	$9	$28,197
21	Type A Hot Mix Asphalt	TN	6,397	$150	$959,550	$160	$1,023,520	$119	$758,045	$125	$799,625	$100	$639,700	$124	$793,228
22	Fiber Reinforced Asphalt Concrete (Revoked)	TN	6,397	$20	$127,940		$0		$0		$0		$0		$0
23	Paving Mat (Revoked)	SY	15,322	$5	$76,610		$0		$0		$0		$0		$0
24	Sign Post	EA	2	$500	$1,000	$350	$700	$350	$700	$411	$822	$350	$700	$350	$700
25	Roadside Sign	EA	10	$501	$5,010	$325	$3,250	$325	$3,250	$381	$3,810	$325	$3,250	$325	$3,250
26	Remove Traffic Stripes, Markings and Markers	LS	1	$15,000	$15,000	$20,625	$20,625	$20,625	$20,625	$24,200	$24,200	$30,000	$30,000	$45,100	$45,100
27	Thermoplastic Traffic Stripes	LF	26,680	$3	$80,040	$2	$53,360	$2	$53,360	$2	$62,698	$2	$53,360	$2	$50,692
28	Thermoplastic Traffic Markings	SF	3,843	$12	$46,116	$13	$49,959	$13	$49,959	$15	$57,645	$13	$49,959	$14	$53,802
29	Two-Way Reflective FH Blue Marker	EA	13	$30	$390	$25	$325	$25	$325	$30	$390	$25	$325	$300	$3,900
	TOTAL BID				**$2,354,628**		**$2,280,223**		**$1,985,928**		**$2,035,078**		**$2,344,123**		**$2,131,666**
	Rank						**4**		**1**		**2**		**5**		**3**
	15% contingency				$353,194		$342,033		$297,889		$305,262		$351,618		$319,750
	Total Contract				**$2,707,822**		**$2,622,256**		**$2,283,817**		**$2,340,340**		**$2,695,741**		**$2,451,416**

00 41 43 – BID FORMS

1.1 Bid.

Bids will be received at the City of Clayton, 6000 Heritage Trail, Clayton, California 94517, until 1:00 p.m. on Monday, June 8, 2026.

NAME OF BIDDER: Bay Cities Paving & Grading, Inc.

City of Clayton
6000 Heritage Trail
Clayton, California 94517

The undersigned hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any for the following Project:

2026 NEIGHBORHOOD STREET REHABILIATION PROGRAM

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project, as described and in strict conformity with the Drawings, and these Specifications for TOTAL BID PRICE indicated herein.

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

Addenda No. ONE, TWO

1. Attached is the required Bid Guarantee in the amount of not less than 10% of the Total Bid Price.
2. Attached is the completed Designation of Subcontractors form.
3. Attached is the fully executed Noncollusion Declaration form.
4. Attached is the completed Iran Contracting Act Certification form.
5. Attached is the completed Public Works Contractor Registration Certification form.
6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
7. Attached is the completed Bidder Information and Experience form.

A. BID SCHEDULE

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1	Mobilization	LS	1	$ 220,000.00	$ 220,000.00
2	Traffic Control	LS	1	$ 127,185.60	$ 127,185.60
3	Water Pollution Control	LS	1	$ 20,975.00	$ 20,975.00
4	Adjust Monument Box to Grade	EA	26	$ 1,850.00	$ 48,100.00
5	Adjust Manhole to Grade (Sanitary Sewer)	EA	15	$ 1,300.00	$ 19,500.00
6	Adjust Manhole to Grade (Storm Drain)	EA	3	$ 1,300.00	$ 3,900.00
7	Adjust Valve Box to Grade (Gas, by other)	EA	3	$ 950.00	$ 2,850.00
8	Adjust Valve Box to Grade (Water, by other)	EA	12	$ 950.00	$ 11,400.00
9	Concrete Demolition	SF	7,350	$ 4.75	$ 34,912.50
10	PCC Sidewalk & Curb Ramp	SF	5,392	$ 27.50	$ 148,280.00
11	Detectable Warning Surface	SF	405	$ 67.00	$ 27,135.00
12	PCC Curb & Gutter	LF	806	$ 100.00	$ 80,600.00
13	PCC Valley Gutter	SF	282	$ 45.00	$ 12,690.00
14	Reset Pull Box	EA	13	$ 300.00	$ 3,900.00
15	Base Failure Repair (4" Digout)	SF	2,602	$ 16.00	$ 41,632.00
16	Crack Seal (Type 2)	TN	4	$ 5,000.00	$ 20,000.00
17	Slurry Seal (Type II)	SY	22,468	$ 3.85	$ 86,501.80
18	Cold Planing (2" Thick)	SY	3,778	$ 4.15	$ 15,678.70

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
19	Cold Planing (3" Thick)	SY	23,089	$ 6.15	$ 141,997.35
20	Cold Planing (5" Thick)	SY	3,133	$ 10.35	$ 32,426.55
21	Type A Hot Mix Asphalt	TN	6,397	$ 118.50	$ 758,044.50
22	Fiber Reinforced Asphat Concrete (Revocable)	TN	6,397	$ 12.10	$ 77,403.70
23	Paving Mat (Revocable)	SY	15,322	$ 10.15	$ 155,518.30
24	Sign Post	EA	2	$ 350.00	$ 700.00
25	Roadside Sign	EA	10	$ 325.00	$ 3,250.00
26	Remove Traffic Stripes, Markings and Markers	LS	1	$ 20,625.00	$ 20,625.00
27	Thermoplastic Traffic Stripes	LF	26,680	$ 2.00	$ 53,360.00
28	Thermoplastic Traffic Markings	SF	3,843	$ 13.00	$ 49,959.00
29	Two-Way Reflective FH Blue Marker	EA	13	$ 25.00	$ 325.00

The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

In case of discrepancy between the Unit Price and the Item Cost set forth for a unit basis item, the unit price shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the “Item Cost” column, then the amount set forth in the “Item Cost” column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

For purposes of evaluating Bids, the City will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the City makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the Unit Price.

B. TOTAL BID PRICE:

TOTAL BID PRICE BASED ON BID SCHEDULE TOTAL OF UNIT PRICES
FOR **2026 NEIGHBORHOOD STREET REHABILIATION PROGRAM**

$ 2,218,850.00
Total Bid Price in Numbers

$two million two hundred eighteen thousand eight hundred fifty dollars and zero cents
Total Bid Price in Written Form

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned agrees that this Bid Form constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the Bid opening, or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.

[USE NEXT PARAGRAPH AND SCHEDULE IF ALTERNATES ARE USED - DELETE OTHERWISE**]**

If the Contract Documents specify Alternate Bid items, the following Alternate Bid amounts shall be added to or deducted from the Total Bid Price entered above (please check the appropriate box), in the City's sole discretion. The City can choose to include any, all, or none of the Alternate Bid items in the Work. If the City selects any of the Alternate Bid items, the corresponding Alternate Bid prices shall be added to or deducted from Base Bid Price for the Work. The City can award/select Alternate Bid items at any time(s).

ALTERNATE BIDS	BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
ALTERNATE #1 ☐ Add ☐ Deduct		
ALTERNATE #2 ☐ Add ☐ Deduct		
ALTERNATE #3 ☐ Add ☐ Deduct		
ALTERNATE #4 ☐ Add ☐ Deduct		
ALTERNATE #5 ☐ Add ☐ Deduct		
ALTERNATE #6		

☐ Add ☐ Deduct		

The successful bidder hereby agrees to sign the contract and furnish the necessary bonds and certificates of insurance within ten (10) working days after the City provides the successful bidder with the Notice of Award.

Upon receipt of the signed contract and other required documents, the contract will be executed by the City, after which the City will prepare a letter giving Contractor Notice to Proceed. The official starting date shall be the date of the Notice to Proceed, unless otherwise specified. The undersigned agrees to begin the Work within ten (10) working days of the date of the Notice to Proceed, unless otherwise specified.

The undersigned has examined the location of the proposed work and is familiar with the Drawings and Specifications and the local conditions at the place where work is to be done.

If awarded the contract, the undersigned agrees that there shall be paid by the undersigned and by all subcontractors to all laborers, workers and mechanics employed in the execution of such contract no less than the prevailing wage rate within Contra Costa County for each craft, classification, or type of worker needed to complete the Work contemplated by this contract as established by the Director of the Department of Industrial Relations. A copy of the prevailing rate of per diem wages are on file at the City's Administration Office and shall be made available to interested parties upon request.

Enclosed find cash, bidder's bond, or cashier's or certified check No. _____ from the Bidder's Bond Bank in the amount of 10%, which is not less than ten percent (10%) of this bid, payable to City of Clayton as bid security and which is given as a guarantee that the undersigned will enter into a contract and provide the necessary bonds and certificates of insurance if awarded the Work.

The bidder furthermore agrees that in case of bidder's default in executing said contract and furnishing required bonds and certificates of insurance, the cash, bidder's bond, or cashier's or certified check accompanying this proposal and the money payable thereon shall become and shall remain the property of the City of Clayton.

Bidder is an individual _____, or corporation X, or partnership _____, organized under the laws of the State of California.

Bidder confirms license(s) required by California State Contractor's License Law for the performance of the subject project are in full effect and proper order. The following are the Bidder's applicable license number(s), with their expiration date(s) and class of license(s):

238650, 6/30/2027, Class A, C21, HAZ

If the Bidder is a joint venture, each member of the joint venture must include the required licensing information.

Sureties that will furnish the Faithful Performance Bond and the Labor and Material Payment Bond, in the form specified herein, in an amount equal to one hundred percent (100%) of the

contract price within ten (10) working days from the date the City provides the successful bidder the Notice of Award. Sureties must meet all of the State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and must be authorized by the State of California.

The insurance company or companies to provide the insurance required in the contract documents must have a Financial Strength Rating of not less than "A-" and a Financial Size Category of not less than "Class VII" according to the latest Best Key Rating Guide. At the sole discretion of the City, the City may waive the Financial Strength Rating and the Financial Size Category classifications for Workers' Compensation insurance.

(signatures continued on next page)

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Executed at Concord, CA, on this 5th day of June, 2026.

(Bidders Name – Print or Type)

Daniel Rodriguez, Vice President
(Name and Title)

(Corporate Seal)

(Signature)

Names of individual members of firm or names and titles of all officers of corporation and their addresses are listed below:

Name Ben Rodriguez Jr. Title President

Complete Address P.O. Box 6227 Concord, CA 94524

Phone 925-687-6666 FAX 925-687-2122

Name Ruby Athwal Title Secretary/Treasurer

Complete Address P.O. Box 6227 Concord, CA 94524

Phone 925-687-6666 FAX 925-687-2122

Name Daniel Rodriguez Title Vice President

Complete Address P.O. Box 6227 Concord, CA 94524

Phone 925-687-6666 FAX 925-687-2122

Name _____ Title _____

Complete Address _____

Phone _____ FAX _____

1.2 Bid Bond

[Note: Not required when other form of Bidder's Security, e.g. cash, certified check or cashier's check, accompanies bid.]

The makers of this bond are, Bay Cities Paving & Grading, Inc., as Principal, and Travelers Casualty and Surety Company of America, as Surety and are held and firmly bound unto the City of Clayton, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated June 8th, 20 26, for **2026 NEIGHBORHOOD STREET REHABILIATION PROGRAM.**

If the Principal does not withdraw its Bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

By their signatures hereunder, Surety and Principal hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 3rd. day of June, 2026, the name and corporate seal of each corporation.

(Corporate Seal)

Bay Cities Paving & Grading, Inc.
Contractor/ Principal

By

Title Daniel Rodriguez / Vice President

Rosas

Travelers Casualty and Surety Company of America
Surety

(Corporate Seal)

By

Attorney-in-Fact Lucy M. Dunham

Title Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)

On June 4, 2026 before me, Michael Phan, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Daniel Rodriguez
Name(s) of Signer(s)

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MICHAEL PHAN
Notary Public - California
Alameda County
Commission # 2489687
My Comm. Expires May 9, 2028

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)

On 6-27-2016 before me, Yvonne Roncagliolo, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Lucy M. Dunham
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

YVONNE RONCAGLIOLO
Notary Public - California
San Francisco County
Commission # 2455415
My Comm. Expires Aug 24, 2027

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Lucy M Dunham** of **SAN FRANCISCO**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

SEAL SEAL SEAL

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

ANNA P NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 3rd. day of June ,2026 .

SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verifythe authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

See Attached Notary Acknowledgment

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF BID BOND

1.3 List of Subcontractors

In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the Public Contract Code of the State of California and any amendments thereof, Bidder shall set forth below: (a) the name and the location of the place of business, (b) the California contractor license number, (c) the DIR public works contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under this Contract in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or $10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If a Bidder fails to specify a subcontractor or if a contractor specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of Work
Striping	Chrisp Company	Fremont, CA	374600	1000000306	7.8%
Construction Area Signs	Farwest Safety, Inc.	Lodi, CA	523187	1000001371	1.2%
Minor Concrete	Rosas Brothers Construction	Oakland, CA	848835	1000004001	14.6%
Grinder	Anrak Corporation	Sacramento, CA	256390	1000002952	2.9%

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of Work
Crack Seal Slurry Seal	Pavement Coatings, Co.	Jurupa Valley, CA	303609	1000003382	4.8%
Paving Mat	Pacific Northwest Oil	Stockton, CA	705296	1000377635	6.9%
Utility Adjustment	Johnson Construction Company (JCC)	Concord, CA	981209	1000002380	3.5%

(Attach additional sheets if necessary)

Name of Bidder Bay Cities Paving & Grading, Inc.

Signature _____

Name and Title Daniel Rodriguez, Vice President

Dated 6/5/2026

1.4 Bidder Information and Experience Form

ARTICLE 1. INFORMATION ABOUT BIDDER

(Indicate not applicable ("N/A") where appropriate.)

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: Bay Cities Paving & Grading, Inc.

2.0 Type, if Entity: Corporation

3.0 Bidder Address: P.O. Box 6227 Concord, CA 94524

925-687-2122 (Facsimile Number) 925-687-6666 (Telephone Number)

estimating@baycities.us (Email Address)

4.0 How many years has Bidder's organization been in business as a Contractor? 80

5.0 How many years has Bidder's organization been in business under its present name? 80

5.1 Under what other or former names has Bidder's organization operated? N/A

6.0 If Bidder's organization is a corporation, answer the following:

6.1 Date of Incorporation: 10/14/1946

6.2 State of Incorporation: California

6.3 President's Name: Ben Rodriguez Jr.

6.4 Vice-President's Name(s): Daniel Rodriguez

6.5 Secretary's Name: Ruby Athwal

6.6 Treasurer's Name: Ruby Athwal

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: N/A

7.2 Name and address of all partners (state whether general or limited partnership):

N/A

8.0 If other than a corporation or partnership, describe organization and name principals:

N/A

9.0 List other states in which Bidder's organization is legally qualified to do business.

N/A

10.0 What type of work does the Bidder normally perform with its own forces?

Grading/Paving/Utilities

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

No

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

No

13.0 List Trade References:

Vulcan Materials - Crystal O'Bannon - 209-628-8800

Columbia Electric, Inc. - Gerrodd Scruggs - 510-488-6407

Western Traffic Supply, Inc. - Ryan Ibanez - 925-400-3049

Anrak Corporation - Kathy Jackson - 916-383-5030

14.0 List Bank References (Bank and Branch Address):

California Bank of Commerce

2999 Oak Road, Suite 910 Walnut Creek, CA 94597

15.0 Name of Bonding Company and Name and Address of Agent:

Travelers Casualty and Surety Company of America

100 California Street Suite 725 San Francisco, CA 94111

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

ARTICLE 2. LIST OF CURRENT PROJECTS (BACKLOG)

[**Duplicate Page if needed for listing additional current projects.**]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work
PLEASE SEE ATTACHED			

Bay Cities Ongoing Construction Projects

Type of Work	Location	Value	% Complete	Scheduled Completion Date	For Whom
OVERLAY	UNION CITY	$17,049,000	98.5%	10/31/25	CITY OF UNION CITY
SITE DEVEL	EMERYVILLE	$5,927,489	98.0%	12/31/25	CITY OF EMERYVILLE
OVERLAY	CONCORD	$7,563,000	97.4%	10/31/25	CITY OF CONCORD
ANCHOR	SUNOL/SAN RAMON	$175,969,550	95.4%	10/31/25	CALTRANS/DEPT. OF TRANSPORTATI
ANCHOR	CROCKETT	$55,089,000	95.3%	01/31/26	CALTRANS/DEPT. OF TRANSPORTATI
OTHER HWY	FIREBAUGH	$13,443,175	94.3%	09/30/25	CALTRANS/DEPT. OF TRANSPORTATI
SITE DEVEL	STOCKTON	$1,345,478	90.9%	09/30/25	OTTO CONSTRUCTION, INC.
OVERLAY	BERKELEY	$11,238,000	89.4%	01/31/25	CITY OF BERKELEY
ANCHOR	FREMONT	$76,445,361	89.3%	12/31/25	CALTRANS/DEPT. OF TRANSPORTATI
OVERLAY	PLEASANTON	$4,183,298	85.1%	11/30/25	CITY OF PLEASANTON
SITE DEVEL	SAN RAFAEL	$2,373,945	84.4%	12/31/25	ALTEN CONSTRUCTION LLC
ANCHOR	SAN PABLO	$35,010,000	79.4%	12/01/25	CALTRANS/DEPT. OF TRANSPORTATI
SITE DEVEL	VALLEJO	$750,000	78.9%	09/30/25	BHM CONSTRUCTION INC
OTHER HWY	ALAMEDA COUNTY	$8,009,357	77.9%	03/31/26	VANGUARD CONSTRUCTION
ANCHOR	STOCKTON	$101,114,963	76.9%	07/31/26	CALTRANS/DEPT. OF TRANSPORTATI
SITE DEVEL	SAN RAFAEL	$705,619	73.1%	09/30/25	ALTEN CONSTRUCTION LLC
OTHER HWY	STOCKTON	$17,382,378	71.3%	07/31/26	CALTRANS/DEPT. OF TRANSPORTATI
SITE DEVEL	SUNNYVALE	$257,195	64.4%	06/30/25	XL CONSTRUCTION
OTHER HWY	LIVERMORE/PLEASANTON	$1,524,597	63.5%	10/31/25	CALTRANS/DEPT. OF TRANSPORTATI
SITE DEVEL	OAKLAND	$931,050	60.8%	11/30/25	WICKMAN DEVELOPMENT & CONSTRUC
SITE DEVEL	TRACY	$4,271,400	54.5%	04/30/26	ROEBBELEN CONTRACTING, INC.
OTHER HWY	NOVATO	$9,755,877	51.6%	11/30/25	CALTRANS/DEPT. OF TRANSPORTATI
OTHER HWY	MODESTO	$12,319,903	48.1%	08/31/26	CITY OF MODESTO
OVERLAY	ALAMEDA	$14,768,247	37.8%	06/30/26	CITY OF ALAMEDA
OTHER HWY	SAN FRANCISCO	$5,065,177	36.7%	09/30/26	GOLDEN STATE BRG / OBAYASHI JV
OVERLAY	MODESTO/CERES/TURLOCK	$5,650,006	27.7%	12/31/26	COUNTY OF STANISLAUS
OTHER HWY	CONTRA COSTA COUNTY	$4,950,981	18.0%	04/30/26	CALTRANS/DEPT. OF TRANSPORTATI
OVERLAY	CONCORD	$5,978,462	15.1%	01/31/26	CITY OF CONCORD
SITE DEVEL	RICHMOND	$1,889,405	10.7%	08/31/26	OVERAA CONSTRUCTION
SITE DEVEL	SAN FRANCISCO	$17,358,495	10.1%	06/30/27	AUSTIN WEBCOR
ANCHOR	STANISLAUS COUNTY	$90,368,996	8.6%	02/28/28	COUNTY OF STANISLAUS
OVERLAY	MODESTO	$1,606,112.86	0.008	4/30/2026	MYERS & SONS CONSTRUCTION
OTHER HWY	SAN FRANCISCO	$15,498,388.00	0.001	8/31/2026	CALTRANS/DEPT. OF TRANSPORTATI
OTHER HWY	STANISLAUS COUNTY	$2,074,558.00	0%	6/30/2026	GOLDEN STATE BRIDGE, INC
OTHER HWY	VALLEJO	$6,870,000.00	0%	12/31/2025	CALTRANS/DEPT. OF TRANSPORTATI
OVERLAY	BERKELEY	$11,203,498.17	0%	1/31/2026	CITY OF BERKELEY
OTHER HWY	ANTIOCH	$285,815.00	0%	12/31/2026	VANGUARD CONSTRUCTION
Emergency	PINOLE VALLEY	$452,500.00	0%	8/31/2025	CALTRANS/DEPT. OF TRANSPORTATI
OVERLAY	ALAMEDA	$7,280,921.92	0%	12/31/2026	CITY OF ALAMEDA
ANCHOR	VALLEJO	$24,980,108.76	0%	7/31/2026	CALTRANS/DEPT. OF TRANSPORTATI
ANCHOR	OAKLAND & ALAMEDA	$95,207,833.25	0%	12/31/2028	CALTRANS/DEPT. OF TRANSPORTATI
OTHER	WOODLAND	$1,779,057.81	0%	8/31/2026	CALTRANS/DEPT. OF TRANSPORTATI
SITE DEVEL	ALAMEDA/CONTRA COSTA	$93,523,406.06	0%	12/31/2028	CALTRANS/DEPT. OF TRANSPORTATI
SITE DEVEL	TRACY	$1,213,630.00	0%	7/31/2026	DIEDE CONSTRUCTION, INC
OTHER	SAN MATEO	$81,172,488.07	0%	7/31/2027	CALTRANS/DEPT. OF TRANSPORTATI
OVERLAY	SAN FRANCISCO	$1,050,000.00	0%	12/31/2026	SKANSKA USA BUILDING INC.

ARTICLE 3. LIST OF COMPLETED PROJECTS – LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work
PLEASE SEE ATTACHED			

Bay Cities Completed Jobs last 5 Years				
Year	**Type of Work**	**Value of Work**	**Location**	**For Whom**
2025	OTHER HWY	$19,852,699	FREMONT	CALTRANS/DEPT. OF TRANSPORTATI
2025	SITE DEVEL	$1,714,094	MOUNTAIN VIEW	BOBO CONSTRUCTION
2025	SITE DEVEL	$2,178,721	SACRAMENTO	OTTO CONSTRUCTION, INC.
2025	Emergency	$1,537,800	FREMONT	CALTRANS/DEPT. OF TRANSPORTATI
2025	OTHER HWY	$1,314,117	WEST SACRAMENTO	BRIDGEWAY CIVIL CONSTRUCTORS
2025	SITE DEVEL	$1,055,211	CONTRA COSTA COUNTY	HIGHWAY SPECIALTY CO, INC.
2025	OVERLAY	$3,041,616	CONCORD	CITY OF CONCORD
2025	Emergency	$234,114	PATTERSON	CALTRANS/DEPT. OF TRANSPORTATI
2025	SITE DEVEL	$1,685,070	LAFAYETTE	CALTRANS/DEPT. OF TRANSPORTATI
2025	SITE DEVEL	$1,522,007	SACRAMENTO	OTTO CONSTRUCTION, INC.
2025	ANCHOR	$101,660,065	MODESTO	CITY OF MODESTO
2025	OTHER HWY	$18,431,184	SAN MATEO	CALTRANS/DEPT. OF TRANSPORTATI
2025	OVERLAY	$154,625	HAYWARD	OTTO CONSTRUCTION, INC.
2025	SITE DEVEL	$184,837	French Camp	BROWARD BUILDERS, INC.
2025	ANCHOR	$62,349,476	ATWATER	CALTRANS/DEPT. OF TRANSPORTATI
2025	OTHER HWY	$3,471,724	EL DORADO	BRIDGEWAY CIVIL CONSTRUCTORS
2025	SITE DEVEL	$6,561,561	OAKLAND	FOCON, INC.
2025	OTHER HWY	$14,335,648	FREMONT	CALTRANS/DEPT. OF TRANSPORTATI
2025	SITE DEVEL	$914,430	HERCULES	SOLTEK PACIFIC CONSTRUCTION CO
2025	OVERLAY	$2,560,162	SONOMA	SPEEDWAY MOTORSPORTS
2025	OTHER HWY	$6,678,795	STOCKTON	CALTRANS/DEPT. OF TRANSPORTATI
2025	SITE DEVEL	$1,593,905	CONCORD	THE WALSH GROUP
2025	SITE DEVEL	$1,389,039	OAKLAND	ARNTZ BUILDERS
2025	SITE DEVEL	$1,101,296	MARTINEZ	ALTEN CONSTRUCTION LLC
2025	OTHER HWY	$315,346	MERCED	HIGHWAY SPECIALTY CO, INC.
2025	SITE DEVEL	$2,207,492	FREMONT	RODAN BUILDERS INC
2025	SITE DEVEL	$1,018,822	LIVERMORE	RORE, INC.
2025	OTHER HWY	$2,723,968	RIO VISTA	CALTRANS/DEPT. OF TRANSPORTATI
2024	SITE DEVEL	$1,250,091	FAIRFIELD	W.A. THOMAS CO., INC.
2024	SITE DEVEL	$4,710,729	SACRAMENTO	BHM CONSTRUCTION INC
2024	Emergency	$388,000	FREMONT	CALTRANS/DEPT. OF TRANSPORTATI
2024	SITE DEVEL	$9,857,502	DUBLIN	BHM CONSTRUCTION INC
2024	SITE DEVEL	$439,683	VALLEJO	OTTO CONSTRUCTION, INC.
2024	SITE DEVEL	$3,228,712	SAN PABLO	PERLO CONSTRUCTION
2024	SITE DEVEL	$1,675,397	STOCKTON	OTTO CONSTRUCTION, INC.
2024	SITE DEVEL	$1,299,355	WOODLAND	LATHROP CONSTRUCTION ASSOC.
2024	OVERLAY	$5,920,513	BERKELEY	CITY OF BERKELEY
2024	OVERLAY	$5,635,799	CONCORD	CITY OF CONCORD
2024	SITE DEVEL	$816,273	RICHMOND	W.E. LYONS CONSTRUCTION CO

2024	SITE DEVEL	$318,307	PLEASANT HILL	ZOLEMAN CONSTRUCTION, INC.
2024	SITE DEVEL	$1,465,106	STOCKTON	OTTO CONSTRUCTION, INC.
2024	SITE DEVEL	$856,497	SACRAMENTO	OTTO CONSTRUCTION, INC.
2024	OVERLAY	$16,373,134	HAYWARD	CITY OF HAYWARD
2024	ANCHOR	$70,796,766	CONTRA COSTA COUNTY	CONTRA COSTA TRANS AUTHORITY
2024	OTHER HWY	$6,991,901	CONCORD	BROSAMER & WALL, INC.
2024	SITE DEVEL	$1,479,348	STOCKTON	OTTO CONSTRUCTION, INC.
2024	OTHER HWY	$5,375,084	HERCULES	VANGUARD CONSTRUCTION
2024	OTHER HWY	$4,059,692	STORY RD	SANTA CLARA VALLEY TRANS AUTH
2024	Emergency	$236,519	RICHMOND	CITY OF RICHMOND
2024	OTHER HWY	$17,932,233	SANTA ROSA	CITY OF SANTA ROSA
2024	Emergency	$1,276,761	CONTRA COSTA COUNTY	CALTRANS/DEPT. OF TRANSPORTATI
2024	Emergency	$1,443,947	VARIOUS	CALTRANS/DEPT. OF TRANSPORTATI
2024	SITE DEVEL	$1,218,368	LIVERMORE	OVERAA CONSTRUCTION
2024	SITE DEVEL	$658,525	MARTINEZ	REC SOLAR COMMERICIAL CORP
2024	OTHER HWY	$1,538,250	CONTRA COSTA COUNTY	CALTRANS/DEPT. OF TRANSPORTATI
2024	OTHER HWY	$2,161,279	BERKELEY	GOLDEN STATE BRIDGE, INC
2024	OTHER HWY	$1,560,949	MODESTO	BRIDGEWAY CIVIL CONSTRUCTORS
2024	OTHER HWY	$1,888,795	MERCED	CALTRANS/DEPT. OF TRANSPORTATI
2024	OVERLAY	$5,285,306	SAN LEANDRO	CITY OF SAN LEANDRO
2024	OTHER HWY	$1,450,970	BRENTWOOD	CALTRANS/DEPT. OF TRANSPORTATI
2024	OVERLAY	$6,497,010	CONCORD	CITY OF CONCORD
2024	OVERLAY	$5,529,897	CONTRA COSTA COUNTY	CONTRA COSTA COUNTY
2024	OVERLAY	$1,029,565	PITTSBURG	CITY OF PITTSBURG
2024	OVERLAY	$1,721,517	PITTSBURG	CITY OF PITTSBURG
2024	SITE DEVEL	$4,381,940	ORINDA	BRANAGH DEVELOPMENT INC
2024	OTHER HWY	$1,248,890	STOCKTON	BRIDGEWAY CIVIL CONSTRUCTORS
2024	OTHER HWY	$7,762,618	SAN FRANCISCO	VANGUARD CONSTRUCTION
2024	OVERLAY	$9,022,396	HAYWARD	CITY OF HAYWARD
2024	Emergency	$88,779	SAN MATEO	CALTRANS/DEPT. OF TRANSPORTATI
2023	OVERLAY	$9,435,584	OAKLAND	CITY OF OAKLAND
2023	OVERLAY	$1,257,233	VALLEJO	CITY OF VALLEJO
2023	Emergency	$533,649	ALMEDA	CALTRANS/DEPT. OF TRANSPORTATI
2023	ANCHOR	$55,247,855	SAN MATEO	KIEWIT INFRASTRUCTURE WEST CO.
2023	OTHER HWY	$989,401	MORAGA	BRIDGEWAY CIVIL CONSTRUCTORS
2023	SITE DEVEL	$1,007,443	VALLEJO	OTTO CONSTRUCTION, INC.
2023	OVERLAY	$3,461,716	ORINDA	CITY OF ORINDA
2023	OVERLAY	$2,230,247	ALBANY	CITY OF ALBANY
2023	Emergency	$24,775	BERKELEY	GOLDEN STATE BRIDGE, INC
2023	ANCHOR	$25,458,401	SACRAMENTO	COUNTY OF SACRAMENTO
2023	OTHER HWY	$1,238,597	CONTRA COSTA COUNTY	CALTRANS/DEPT. OF TRANSPORTATI

2023	OVERLAY	$2,012,060	CASTRO VALLEY	COUNTY OF ALAMEDA
2023	OVERLAY	$4,427,747	ALMEDA	COUNTY OF ALAMEDA
2023	OVERLAY	$3,284,637	MARTINEZ	CITY OF MARTINEZ
2023	OVERLAY	$4,157,874	BERKELEY	CITY OF BERKELEY
2023	SITE DEVEL	$1,862,342	VALLEJO	OTTO CONSTRUCTION, INC.
2023	SITE DEVEL	$2,254,870	TIBURON	ALTEN CONSTRUCTION LLC
2023	SITE DEVEL	$161,465	WOODLAND	BROWARD BUILDERS, INC.
2023	Emergency	$58,065	FREMONT	THE PRESSURE GROUT COMPANY
2023	Emergency	$14,791	ORINDA	CITY OF ORINDA
2023	OTHER HWY	$668,283	SANTA CLARA COUNTY	VANGUARD CONSTRUCTION
2023	OTHER HWY	$19,105,679	SACRAMENTO	CALTRANS/DEPT. OF TRANSPORTATI
2023	OTHER HWY	$1,460,950	CONCORD	VANGUARD CONSTRUCTION
2023	OTHER HWY	$942,403	SAN JOSE	VANGUARD CONSTRUCTION
2023	ANCHOR	$114,257,867	CALTRANS	CALTRANS/DEPT. OF TRANSPORTATI
2023	SITE DEVEL	$1,218,137	LIVERMORE	ROEBBELEN CONTRACTING, INC.
2022	OTHER HWY	$7,092,339	SONOMA	CALTRANS/DEPT. OF TRANSPORTATI
2022	SITE DEVEL	$1,898,828	VACAVILLE	F&H CONSTRUCTION
2022	SITE DEVEL	$13,000	STOCKTON	BROWARD BUILDERS, INC.
2022	SITE DEVEL	$13,000	BRENTWOOD	BROWARD BUILDERS, INC.
2022	OVERLAY	$757,074	CLAYTON	CITY OF CLAYTON
2022	Emergency	$537,602	ALAMEDA COUNTY	CALTRANS/DEPT. OF TRANSPORTATI
2022	OTHER HWY	$2,926,306	CALTRANS	CALTRANS/DEPT. OF TRANSPORTATI
2022	OTHER HWY	$10,713,193	CALTRANS	CALTRANS/DEPT. OF TRANSPORTATI
2022	SITE DEVEL	$5,168,075	AMERICAN CANYON	LATHROP CONSTRUCTION ASSOC.
2022	SITE DEVEL	$1,041,532	SAN RAMON	D.L. FALK CONSTRUCTION
2022	SITE DEVEL	$678,892	VALLEJO	OTTO CONSTRUCTION, INC.
2022	OVERLAY	$4,309,634	BERKELEY	CITY OF BERKELEY
2022	OTHER HWY	$1,638,626	BERKELEY	VANGUARD CONSTRUCTION
2022	SITE DEVEL	$511,926	FAIRFIELD	AMERICAN RIVER CONSTRUCTION
2022	OTHER HWY	$1,238,580	BYRON	CALTRANS/DEPT. OF TRANSPORTATI
2022	OVERLAY	$11,216,838	SACRAMENTO	COUNTY OF SACRAMENTO
2022	OVERLAY	$6,916,656	RICHMOND	CITY OF RICHMOND
2022	OVERLAY	$728,250	PITTSBURG	CITY OF PITTSBURG
2022	OTHER HWY	$27,170	LAFAYETTE	CASE PACIFIC
2022	SITE DEVEL	$16,570	HAYWARD	OTTO CONSTRUCTION, INC.
2022	OTHER HWY	$15,750,917	OAKLAND	CALTRANS/DEPT. OF TRANSPORTATI
2022	OTHER HWY	$3,886,501	BAY POINT	CONTRA COSTA COUNTY
2022	ANCHOR	$51,878,357	MILPITAS TO OAKLAND	BAY AREA INFRASTRUCTURE FINANC
2022	OTHER HWY	$2,137,198	SAN JOSE/SANTA CLARA	CALTRANS/DEPT. OF TRANSPORTATI
2022	OTHER HWY	$3,392,505	SAN FRANCISCO	CALTRANS/DEPT. OF TRANSPORTATI
2022	SITE DEVEL	$2,790,211	SOUTH SAN FRANCISCO	TILTON PACIFIC CONSTUCTION

2022	OVERLAY	$2,620,741	SOUTH SAN FRANCISCO	CITY OF SOUTH SAN FRANCISCO
2022	OTHER HWY	$2,085,836	CONTRA COSTA COUNTY	CALTRANS/DEPT. OF TRANSPORTATI
2022	SITE DEVEL	$203,086	HAYWARD	D.L. FALK CONSTRUCTION
2022	SITE DEVEL	$2,689,165	PLEASANTON	NORTHERN CALIFORNIA CARPENTER
2022	SITE DEVEL	$2,588,000	DUBLIN	ARNTZ BUILDERS
2022	SITE DEVEL	$525,356	SAN LEANDRO	JL CONSTRUCTION, INC.
2022	OVERLAY	$2,257,759	ALAMEDA COUNTY	COUNTY OF ALAMEDA
2022	OVERLAY	$971,072	ALAMEDA COUNTY	COUNTY OF ALAMEDA
2022	SITE DEVEL	$877,026	FAIRFIELD	F&H CONSTRUCTION
2022	Emergency	$359,777	CONTRA COSTA COUNTY	CALTRANS/DEPT. OF TRANSPORTATI
2022	SITE DEVEL	$547,111	VALLEJO	SNP ELECTRIC
2022	SITE DEVEL	$2,143,160	ALAMEDA	LATHROP CONSTRUCTION ASSOC.
2022	SITE DEVEL	$1,965,620	OAKLAND	BUILD GROUP INC
2022	SITE DEVEL	$566,592	ALAMEDA	LATHROP CONSTRUCTION ASSOC.
2022	SITE DEVEL	$839,359	SAN LEANDRO	JL CONSTRUCTION, INC.
2022	OTHER HWY	$117,738	OAKLAND & ORINDA	BENTANCOURT BROS. CONSTRUCTION
2021	SITE DEVEL	$2,950,148	PITTSBURG	BHM CONSTRUCTION INC
2021	SITE DEVEL	$3,669,675	SAN JOSE	TILTON PACIFIC CONSTUCTION
2021	SITE DEVEL	$1,970,192	RICHMOND	LATHROP CONSTRUCTION ASSOC.
2021	SITE DEVEL	$60,400	VALLEJO	OTTO CONSTRUCTION, INC.
2021	ANCHOR	$30,272,923	CALTRANS	CALTRANS/DEPT. OF TRANSPORTATI
2021	OVERLAY	$11,702,733	HEALDSBURG	CITY OF HEALDSBURG
2021	OTHER HWY	$19,287,738	BRENTWOOD	CONTRA COSTA TRANS AUTHORITY
2021	SITE DEVEL	$1,651,118	HAYWARD	VILA CONSTRUCTION CO.
2021	OTHER HWY	$10,985,270	CALTRANS	CALTRANS/DEPT. OF TRANSPORTATI
2021	SITE DEVEL	$35,499	PITTSBURG	3834 HAPPY VALLEY ROAD LLC
2021	SITE DEVEL	$3,299,084	HAYWARD	BHM CONSTRUCTION INC
2021	Emergency	$1,560,135	SAN JOAQUIN	CALTRANS/DEPT. OF TRANSPORTATI
2021	SITE DEVEL	$686,238	RICHMOND	LATHROP CONSTRUCTION ASSOC.
2021	OTHER HWY	$3,315,429	FREMONT	CALTRANS/DEPT. OF TRANSPORTATI
2021	SITE DEVEL	$1,540,052	MORGAN HILL	LATHROP CONSTRUCTION ASSOC.
2021	OVERLAY	$4,041,450	BERKELEY	CITY OF BERKELEY
2021	OVERLAY	$1,645,346	PITTSBURG	CITY OF PITTSBURG
2021	SITE DEVEL	$1,119,845	DAVIS	OTTO CONSTRUCTION, INC.
2021	OTHER HWY	$12,792,696	STOCKTON	CALTRANS/DEPT. OF TRANSPORTATI
2021	SITE DEVEL	$3,080,865	MARTINEZ	LATHROP CONSTRUCTION ASSOC.
2021	OVERLAY	$1,482,579	MORAGA	TOWN OF MORAGA
2021	OVERLAY	$1,223,509	MARTINEZ	CITY OF MARTINEZ
2021	OVERLAY	$4,162,575	PLEASANTON	CITY OF PLEASANTON
2021	SITE DEVEL	$92,800	NAPA	ATLAS PEAK CONSTRUCTION
2021	SITE DEVEL	$577,810	LIVERMORE	D.L. FALK CONSTRUCTION

2021	SITE DEVEL	$3,091,276	NAPA	BHM CONSTRUCTION INC
2021	SITE DEVEL	$742,018	SAN LEANDRO	JL CONSTRUCTION, INC.
2021	OTHER HWY	$50,979	FREMONT	KAPSCH TRAFFICCOM
2021	OVERLAY	$5,713,859	ORINDA	CITY OF ORINDA
2021	SITE DEVEL	$441,400	MARTINEZ	FIRST VANGUARD RENTALS & SALES
2021	SITE DEVEL	$3,976,445	NAPA	DEACON CONSTRUCTION LLC
2021	SITE DEVEL	$2,065,806	FREMONT	F&H CONSTRUCTION
2021	OTHER HWY	$1,488,779	SONOMA & MARIN COUNTIES	CALTRANS/DEPT. OF TRANSPORTATI
2021	OVERLAY	$283,050	ALBANY	CITY OF ALBANY
2021	SITE DEVEL	$246,445	ALAMEDA	LATHROP CONSTRUCTION ASSOC.
2021	SITE DEVEL	$687,264	CUPERTINO	LATHROP CONSTRUCTION ASSOC.
2021	OTHER HWY	$2,795,878	FREMONT	CALTRANS/DEPT. OF TRANSPORTATI
2021	SITE DEVEL	$175,300	NAPA	REYNOLDS FAMILY WINERY
2021	SITE DEVEL	$221,850	NAPA	NAPA VALLEY HOLDINGS LLC
2021	SITE DEVEL	$341,931	SAN LEANDRO	JL CONSTRUCTION, INC.
2021	SITE DEVEL	$1,298,068	MOUNTAIN VIEW	SJ AMOROSO CONSTRUCTION
2021	SITE DEVEL	$955,818	SACRAMENTO	WL BUTLER
2021	SITE DEVEL	$494,490	NAPA	DPR CONSTRUCTION, INC.

ARTICLE 4. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

Aj Rikli - Project Manager - 45%

Sam Olivas - Project Engineer - 55%

2. Summarize each person's specialized education:

Bachelor of Science - Construction Management/Civil Engineering

Bachelor of Science - Civil Engineering

3. List each person's years of construction experience relevant to the project:

10+ years

3+ years

4. Summarize such experience:

Managed multiple projects from start to finish, tracking budget, project completion, communicated between owner & operations teams,
Support project manager with submittals, RFIs, budget tracking
Assisted field teams with communication between operations and subcontractors

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

Changes Occuring Since Prequalification

If any substantive changes have occurred since Bidder submitted its prequalification package for this Project, Bidder shall list them below. If none are listed, Bidder certifies that no substantive changes have occurred.

N/A

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

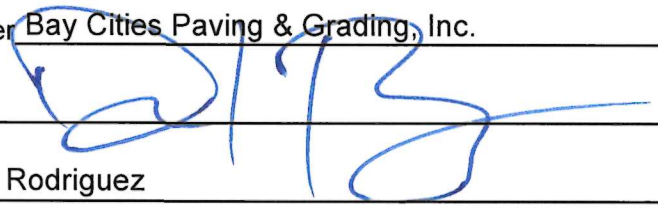
N/A

ARTICLE 5. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder Bay Cities Paving & Grading, Inc.

Signature 

Name Daniel Rodriguez

Title Vice President

Date 6/5/2026

1.5 Non-Collusion Declaration

The undersigned declares:

I am the Vice President of Bay Cities Paving & Grading, Inc., the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 6/5/2026 [date], at Concord [city], CA [state].

Name of Bidder Bay Cities Paving & Grading, Inc.

Signature

Name Daniel Rodriguez

Title Vice President

1.6 Iran Contracting Act Certification.
(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

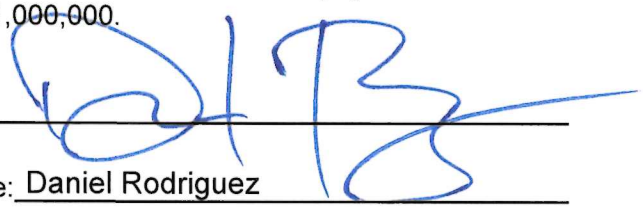
☒ The Contractor is not:

(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) a financial instruction that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

Signature: 

Printed Name: Daniel Rodriguez

Title: Vice President

Firm Name: Bay Cities Paving & Grading, Inc.

Date: 6/5/2026

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

1.7 Public Works Contractor Registration Certification

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Bidder: Bay Cities Paving & Grading, Inc.

DIR Registration Number: 1000005981

DIR Registration Expiration: 6/30/2028

Small Project Exemption: _____ Yes or __X__ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder Bay Cities Paving & Grading, Inc.

Signature _____

Name and Title Daniel Rodriguez, Vice President

Dated 6/5/2026

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

1.8 Contractor's Certificate Regarding Workers' Compensation.

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.

Name of Bidder Bay Cities Paving & Grading, Inc.

Signature

Name Daniel Rodriguez

Title Vice President

Dated 6/5/2026

Access Report
Agency **City of Clayton (CA)**
Bid Number **01-2026**
Bid Title **2026 NEIGHBORHOOD STREET REHABILIATION**

Vendor Name	Accessed First Time	Most Recent Access
samsearch	2026-05-20 07:32 AM PDT	2026-05-20 07:32 AM PDT
Ghilotti Bros., Inc.	2026-06-02 12:39 PM PDT	2026-06-02 03:19 PM PDT
Metropolitan Planning Grop	2026-05-22 01:45 PM PDT	2026-05-26 11:13 AM PDT
ConstructConnect	2026-05-21 12:57 AM PDT	2026-05-21 02:41 AM PDT
DF Interactive LLC	2026-05-20 06:26 AM PDT	2026-06-03 07:13 AM PDT
ELITE TEXTILE TRADING LLC	2026-05-20 09:08 AM PDT	2026-05-21 01:08 AM PDT
Dodge Data & Analytics	2026-05-22 09:07 AM PDT	2026-05-22 09:07 AM PDT
Central Striping Service, Inc	2026-06-02 02:33 PM PDT	2026-06-02 02:35 PM PDT
Pale Horse Asphalt Engineering	2026-06-03 01:58 PM PDT	2026-06-03 02:05 PM PDT
The Bid Lab	2026-05-19 11:57 PM PDT	2026-06-02 11:03 PM PDT
CSG Consultants, Inc.	2026-05-20 12:42 PM PDT	2026-05-20 12:42 PM PDT
Goodfellow Bros. California, LL	2026-05-20 11:31 AM PDT	2026-06-03 10:13 AM PDT
S Kwok Engineers, Inc.	2026-06-01 04:55 PM PDT	2026-06-01 04:55 PM PDT
Chrisp Company	2026-05-29 01:47 PM PDT	2026-05-29 01:48 PM PDT
Bay Area Builders Exchange	2026-05-21 10:23 AM PDT	2026-06-03 01:15 PM PDT
Reed Construction Data	2026-05-27 12:48 PM PDT	2026-05-27 12:48 PM PDT
Brunson Construction	2026-05-20 02:21 PM PDT	2026-06-02 10:56 PM PDT
Montauk	2026-05-27 03:29 AM PDT	2026-05-27 03:30 AM PDT
McGuire and Hester	2026-05-26 10:20 AM PDT	2026-06-03 03:13 PM PDT
Construction Software Technol	2026-06-02 02:05 PM PDT	2026-06-03 02:30 AM PDT
Desilva Gates Construction LP	2026-05-22 10:37 AM PDT	2026-06-03 01:32 PM PDT
Dodge Data & Analytics	2026-05-20 03:53 PM PDT	2026-06-03 03:53 PM PDT
H & G Construction	2026-05-30 05:55 PM PDT	2026-05-30 05:55 PM PDT
VSS International, Inc.	2026-05-22 11:38 AM PDT	2026-06-02 02:56 PM PDT
Pavement Coatings Co	2026-05-20 07:55 AM PDT	2026-06-03 10:04 AM PDT
iSqFt	2026-05-21 06:27 AM PDT	2026-06-03 02:43 AM PDT
Near Space Labs	2026-05-20 02:32 AM PDT	2026-06-03 01:57 AM PDT
Perkens WS Corporation	2026-05-19 07:10 PM PDT	2026-06-02 07:26 PM PDT
Union Pavement Services, Inc.	2026-05-22 08:07 AM PDT	2026-06-03 03:00 PM PDT
Nor-Cal Concrete	2026-06-03 10:28 AM PDT	2026-06-03 10:45 AM PDT
Bay Cities Paving & Grading	2026-06-01 09:24 AM PDT	2026-06-01 10:04 AM PDT

PROGRAM

Documents	Most Recent Response Date
Signed Bid Set Plan - Clayton 2026 Street Rehab.pdfBid Set Technical Spec - Clayton	
Signed Bid Set Plan - Clayton 2026 Street Rehab.pdfBid Set Technical Spec - Clayton	
Signed Bid Set Plan - Clayton 2026 Street Rehab.pdfBid Set Technical Spec - Clayton	
Signed Bid Set Plan - Clayton 2026 Street Rehab.pdfBid Set Technical Spec - Clayton	
Front End Spec - Clayton 2026 Street Rehab.pdf	
Signed Bid Set Plan - Clayton 2026 Street Rehab.pdfFront End Spec - Clayton 2026 St	
Signed Bid Set Plan - Clayton 2026 Street Rehab.pdfBid Set Technical Spec - Clayton	
Signed Bid Set Plan - Clayton 2026 Street Rehab.pdfBid Set Technical Spec - Clayton	
Bid Set Technical Spec - Clayton 2026 Street Rehab.pdfSigned Bid Set Plan - Clayton	
Signed Bid Set Plan - Clayton 2026 Street Rehab.pdfBid Set Technical Spec - Clayton	
Signed Bid Set Plan - Clayton 2026 Street Rehab.pdfBid Set Technical Spec - Clayton	
Signed Bid Set Plan - Clayton 2026 Street Rehab.pdfBid Set Technical Spec - Clayton	
Signed Bid Set Plan - Clayton 2026 Street Rehab.pdfBid Set Technical Spec - Clayton	
Front End Spec - Clayton 2026 Street Rehab.pdfBid Set Technical Spec - Clayton 2026	
Signed Bid Set Plan - Clayton 2026 Street Rehab.pdfBid Set Technical Spec - Clayton	
Signed Bid Set Plan - Clayton 2026 Street Rehab.pdfBid Set Technical Spec - Clayton	
Signed Bid Set Plan - Clayton 2026 Street Rehab.pdfBid Set Technical Spec - Clayton	
Signed Bid Set Plan - Clayton 2026 Street Rehab.pdfBid Set Technical Spec - Clayton	
Front End Spec - Clayton 2026 Street Rehab.pdfBid Set Technical Spec - Clayton 2026	
Front End Spec - Clayton 2026 Street Rehab.pdfSigned Bid Set Plan - Clayton 2026 St	
Front End Spec - Clayton 2026 Street Rehab.pdfSigned Bid Set Plan - Clayton 2026 St	
Signed Bid Set Plan - Clayton 2026 Street Rehab.pdf	
Signed Bid Set Plan - Clayton 2026 Street Rehab.pdfBid Set Technical Spec - Clayton	

BID ADDENDUM #2

Due to a mistake by staff, bids for the City of Clayton 2026 Neighborhood Pavement Maintenance Program:

- Can be submitted until 5:00PM on Monday, June 8, 2026,
- Can be submitted online at the Public Purchase portal OR in person at 6000 Heritage Trail, Clayton, CA 94517, and
- Will be opened after 5:00PM on June 8, 2026 and a Notice of Intent to Award will be sent out upon competition of scoring.

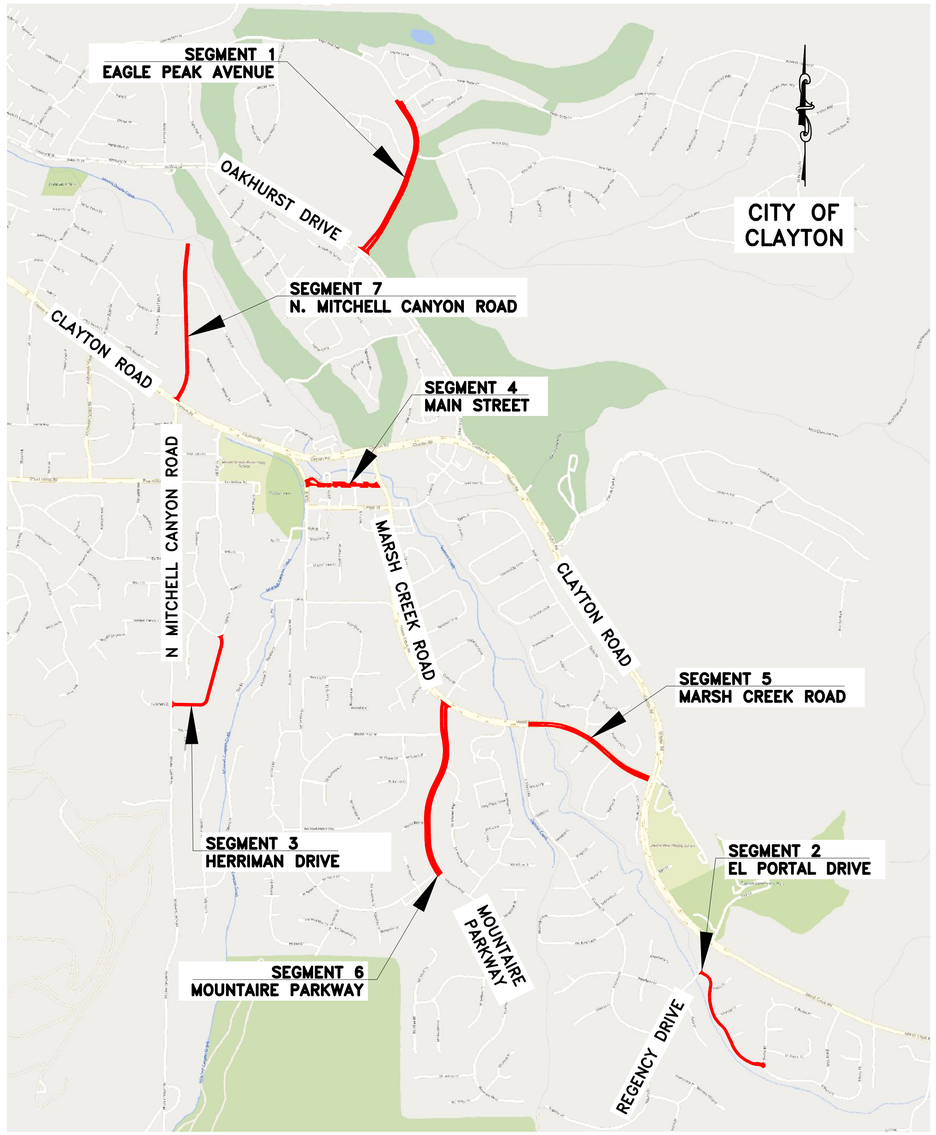
CITY OF CLAYTON
PUBLIC WORKS DEPARTMENT

PLANS FOR
2026 NEIGHBORHOOD STREET REHABILITATION PROGRAM

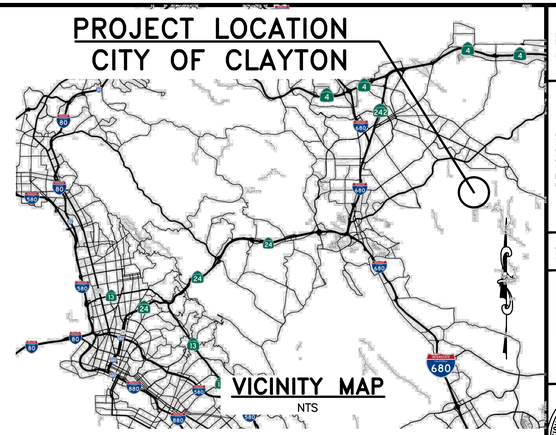
GENERAL NOTES

1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE CITY'S STANDARD DETAILS, STANDARD SPECIFICATIONS, AND GENERAL REQUIREMENTS.
2. CONTRACTOR SHALL SECURE AN ENCROACHMENT PERMIT FROM THE CITY ENGINEERING DEPARTMENT AND PAY APPROPRIATE FEE PRIOR TO COMMENCEMENT OF WORK. ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE DONE UNDER A SINGLE ENCROACHMENT PERMIT.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL EXISTING UTILITIES WITH THE APPROPRIATE UTILITY AGENCIES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. CONTRACTOR SHALL NOTIFY ALL PUBLIC AND PRIVATE UTILITY OWNERS 48 HOURS PRIOR TO COMMENCEMENT OF WORK ADJACENT TO THE UTILITY. CONTACT UNDERGROUND SERVICE ALERT (USA) AT 811 OR 800-227-2600.
4. THE CONTRACTOR SHALL NOTIFY, BY CIRCULAR, ALL BUSINESS ESTABLISHMENTS AND RESIDENCES LOCATED IN AREAS AFFECTED BY THE WORK AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO START OF CONSTRUCTION. CIRCULAR SHALL BE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.
5. UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER IN THE FIELD: AT EACH LOCATION WHERE NEW CURB/GUTTER IS TO BE INSTALLED ON AN EXISTING STREET (DRIVEWAY INSTALLATION, DRIVEWAY ABANDONMENT, CURB RAMP INSTALLATION, CURB FACE DRAINAGE INSTALLATION, ETC.) PAVEMENT RECONSTRUCTION SHALL BE REQUIRED. AN 18-INCH WIDE BAND OF PAVEMENT SHALL BE REMOVED AND REPLACED ALONG THE ENTIRE LENGTH OF CURB/GUTTER INSTALLATION. REMOVAL DEPTH (SAW CUTS REQUIRED) SHALL BE TO THE BOTTOM OF BASE MATERIAL MATCH EXISTING PAVEMENT.
6. ALL SIDEWALK, CURB, AND GUTTER DAMAGED AS A RESULT OF THE PROJECT SHALL BE REMOVED AND REPLACED TO THE NEAREST SCORE MARK OR AS DIRECTED BY THE CITY ENGINEER. INSTALLATION OF NEW SIDEWALK, CURB AND GUTTER AGAINST EXISTING IMPROVEMENTS SHALL REQUIRE A SIDEWALK CONTACT JOINT (DOWELS REQUIRED).
7. PARTIAL REPLACEMENT OF A DRIVEWAY IS NOT ALLOWED. A DRIVEWAY THAT HAS BEEN CUT OR DAMAGED MUST BE REPLACED IN ITS ENTIRETY. THE NEW REPLACEMENT DRIVEWAY MUST MEET CURRENT CITY STANDARDS WHICH MAY AFFECT ON-SITE IMPROVEMENTS AND/OR REQUIRE A SIDEWALK EASEMENT.
8. SLURRY SEAL SHALL BE REQUIRED ON ALL NEW STREET PAVEMENT (E.G., TRENCH WORK, POTHOLES, AND STREET WIDENINGS). SLURRY SEAL SHALL EXTEND TWELVE INCHES BEYOND THE LIMIT OF PAVEMENT RECONSTRUCTION.
9. ALL MANHOLES, VALVE BOXES, MONUMENT BOXES, AND OTHER STRUCTURES IN THE PAVEMENT AREA SHALL BE ADJUSTED TO FINISH GRADE BEFORE PAVING FINAL LIFT.
10. GRADE BREAKS ON CURBS AND SIDEWALKS ARE TO BE ROUNDED OFF ON FORM WORK AND FINISHED SURFACING.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION AND/OR PERPETUATION OF EXISTING SURVEY MONUMENTS (CURB TAGS, IRON PIPES, STREET MONUMENTS, ETC.) NOTED ON THE PLANS OR FOUND DURING CONSTRUCTION PER SECTION 8771 OF THE CALIFORNIA BUSINESS AND PROFESSIONS CODE. IF A SURVEY MONUMENT HAS THE POTENTIAL OF BEING DISTURBED OR WITHIN 3 FEET OF THE WORK, THE MONUMENT SHALL BE LOCATED, REFERENCED, AND A CORNER RECORD SHALL BE FILED WITH THE COUNTY SURVEYOR, AND A DUPLICATE OF THE CORNER RECORD SHALL BE SUBMITTED TO THE CITY ENGINEER PRIOR TO THE START OF CONSTRUCTION. SHOULD ANY SURVEY MONUMENT BE DAMAGED OR DESTROYED DURING CONSTRUCTION, THE CONTRACTOR SHALL RE-ESTABLISH SAID MONUMENT PER CITY STANDARD, FILE A CORNER RECORD WITH THE COUNTY SURVEYOR, AND SUBMIT A DUPLICATE OF THE CORNER RECORD TO THE CITY ENGINEER PRIOR TO FINAL PROJECT NOTICE OF COMPLETION ISSUED BY THE DEPARTMENT OF PUBLIC WORKS. THE CONTRACTOR SHALL, AT HIS/HER EXPENSE, HIRE A LICENSED PROFESSIONAL CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING OR LAND SURVEYOR TO PERFORM THE WORK.
12. ALL SURPLUS AND UNSUITABLE MATERIAL SHALL BE REMOVED FROM PUBLIC RIGHT-OF-WAY.
13. CONTRACTOR SHALL PROVIDE ADEQUATE DUST CONTROL AND KEEP MUD AND DEBRIS OFF THE PUBLIC RIGHT-OF-WAY AT ALL TIMES.
14. ALL TRENCHES AND EXCAVATIONS SHALL BE CONSTRUCTED IN STRICT COMPLIANCE WITH THE APPLICABLE SECTIONS OF CALIFORNIA AND FEDERAL O.S.H.A. REQUIREMENTS AND OTHER APPLICABLE SAFETY ORDINANCES. CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR TRENCH SHORING DESIGN AND INSTALLATION.
15. EXISTING UTILITIES SHOWN ARE BASED UPON RECORD INFORMATION AND ARE APPROXIMATE IN LOCATION AND DEPTH. THE CONTRACTOR SHALL POTHOLE ALL EXISTING UTILITIES THAT MAY BE AFFECTED BY NEW FACILITIES IN THIS CONTRACT, VERIFY ACTUAL LOCATION AND DEPTH, AND REPORT POTENTIAL CONFLICTS TO THE ENGINEER PRIOR TO EXCAVATING FOR NEW FACILITIES.
16. CONTRACTOR SHALL PERFORM HIS CONSTRUCTION AND OPERATION IN A MANNER, WHICH WILL NOT ALLOW HARMFUL POLLUTANTS TO ENTER THE STORM DRAIN SYSTEM. TO ENSURE COMPLIANCE, THE CONTRACTOR SHALL IMPLEMENT THE APPROPRIATE BEST MANAGEMENT PRACTICE (BMP) AS APPROVED BY THE ENGINEER, TO SUIT THE CONSTRUCTION SITE AND JOB CONDITION.
17. OVERNIGHT PARKING OF CONSTRUCTION EQUIPMENT IN THE PUBLIC RIGHT-OF-WAY SHALL NOT BE PERMITTED, EXCEPT AT LOCATION(S) APPROVED BY THE CITY TRAFFIC ENGINEER.
18. ALL SANITARY SEWER AND/OR STORM DRAIN MAINS TO BE ABANDONED SHALL BE FILLED WITH SAND OR CONTROLLED DENSITY FILL (CDF) AND PLUGGED AT EACH END WITH A 6" THICK WALL OF CLASS "A" P.C.C.
19. ABANDONMENT OF SANITARY SEWER LATERAL AT THE PROPERTY LINE SHALL INCLUDE THE COMPLETE REMOVAL OF THE CHRISTY BOX, ALL VERTICAL PIPES AND THE 45° WYE. THE REMAINING LATERAL ENDS SHALL BE PLUGGED WITH 6" THICK WALL OF CLASS "A" P.C.C., ENSURING NO CONCRETE ENTERS THE MAIN. ABANDONMENT OF SANITARY SEWER LATERAL AT THE MAIN WILL OCCUR WHEN LATERAL CONNECTS AT A MANHOLE OR AS DETERMINED BY THE CITY. PLUG THE LATERAL END WITH 6" THICK WALL OF CLASS "A" P.C.C., AND FILL LATERAL WITH SAND OR CONTROLLED DENSITY FILL (CDF), MAKING A SMOOTH TROWEL FINISH ON THE INSIDE WALL OF THE MANHOLE FOR MANHOLE CONNECTIONS.
20. UNLESS OTHERWISE NOTED, CLASS 2 A.B. UNDER CURB, GUTTER, AND STREET SECTIONS PAVED WITH ASPHALT CONCRETE SHALL BE COMPACTED TO 95% RELATIVE COMPACTION
21. NEAR COMPLETION OF THE PROJECT, CONTRACTOR SHALL REPLACE DAMAGED CURB AND GUTTER ALONG PROJECT FRONTAGE AS DIRECTED BY THE CITY ENGINEER.

811 Know what's below. Call before you dig.



LOCATION MAP
NTS



VICINITY MAP
NTS

INDEX OF SHEETS:

SHEET NO.	SHEET DESCRIPTION
1	TITLE SHEET
2	TYPICAL CROSS SECTIONS
3-9	PAVEMENT IMPROVEMENT PLAN
10-16	SIGNING AND STRIPING PLAN
17-25	CURB RAMP PLAN
26	SURVEY CONTROL PLAN
27-29	CONSTRUCTION DETAILS
30	QUANTITY SHEET

ABBREVIATIONS

AC	ASPHALT CONCRETE	N	NEW
AB	AGGREGATE BASE	OC	ON CENTER
BC	BACK OF CURB	PB	PULL BOX
BW	BACK OF WALK	PG&E	PACIFIC GAS AND ELECTRIC
C&G	CURB AND GUTTER	R	RADIUS
CJ	CONSTRUCTION JOINT	PPB	PEDESTRIAN PUSH BUTTON
CONC	CONCRETE	RHMA	RUBBERIZED HOT MIX ASPHALT
DET	DETAIL	R&R	REMOVE & REPLACE
DWS	DETECTABLE WARNING SURFACE	SD	STORM DRAIN
DWY	DRIVEWAY	SDMH	STORM DRAIN MANHOLE
EP	EDGE OF PAVEMENT	SS	SANITARY SEWER
EX	EXISTING	SSMH	SANITARY SEWER MANHOLE
FC	FACE OF CURB	SW	SIDEWALK
FL	FLOWLINE	STD	STANDARD
FH	FIRE HYDRANT	TBD	TO BE DETERMINED
GV	GAS VALVE	TC	TOP OF CURB
GVB	GAS VALVE BOX	TYP	TYPICAL
HMA	HOT MIX ASPHALT	VC	VERTICAL CURB
HP	HIGH POINT	WV	WATER VALVE
L	LEFT	WVB	WATER VALVE BOX
LG	LIP OF GUTTER	WCW	WHITE CROSSWALK
MON	MONUMENT	YCW	YELLOW CROSSWALK
NTS	NOT TO SCALE		

CITY OF CLAYTON
REVIEWED FOR GENERAL CONFORMANCE WITH THE CITY OF CLAYTON STANDARD PLANS, SPECIFICATIONS, AND ORDINANCES

DATE: 5/15/2026

KRIS LOFTHUS
CITY MANAGER

CSG CONSULTANTS, INC.
PREPARED BY, OR UNDER THE DIRECT SUPERVISION OF, THE FOLLOWING REGISTERED ENGINEER

REGISTERED PROFESSIONAL ENGINEER — DAVID SETO No. C78138 — CIVIL — STATE OF CALIFORNIA

DATE: 5/15/2026

DAVID SETO R.C.E. 78138
PROJECT ENGINEER

DATE	REVISIONS	NO.

SCALE: AS SHOWN | DRAWN: HM/JG | DESIGNED: DS | CHECKED: LL

REGISTERED PROFESSIONAL ENGINEER — DAVID SETO No. C78138 — CIVIL — STATE OF CALIFORNIA

PREPARED BY:
CSG CONSULTANTS, INC.
550 PILGRIM DRIVE
FOSTER CITY, CA 94404
PHONE: (650) 522-2500
FAX: (650) 522-2599
EMPLOYEE-OWNED

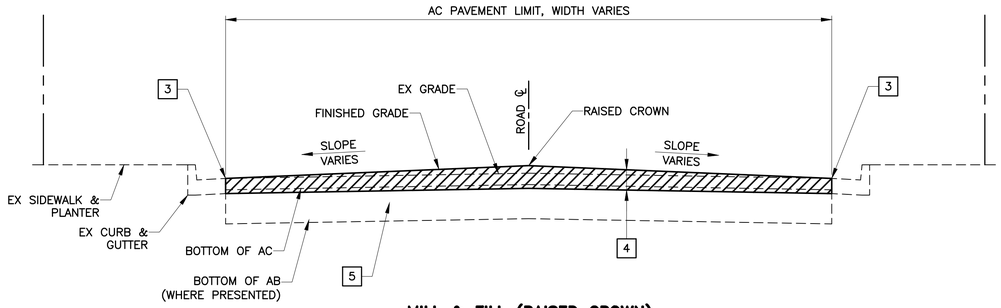
PREPARED FOR:
CITY OF CLAYTON
CONTRA COSTA COUNTY - CALIFORNIA

TITLE:
2026 NEIGHBORHOOD STREET REHABILITATION PROJECT
TITLE SHEET

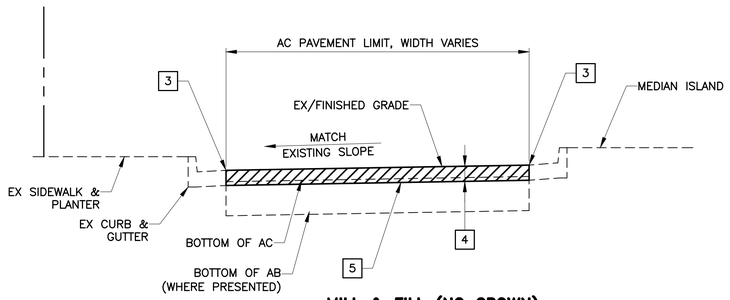
SHEET: 1 OF 30

DATE: 05/08/26

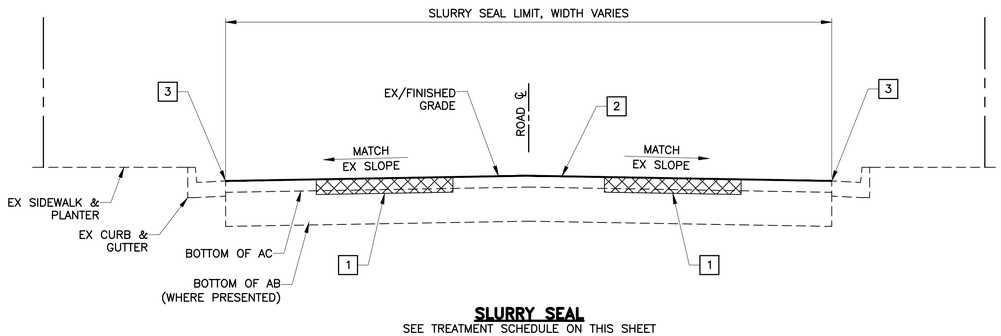
JOB#: 26.839



MILL & FILL (RAISED CROWN)
SEE TREATMENT SCHEDULE ON THIS SHEET



MILL & FILL (NO CROWN)
SEE TREATMENT SCHEDULE ON THIS SHEET



SLURRY SEAL
SEE TREATMENT SCHEDULE ON THIS SHEET

LEGEND

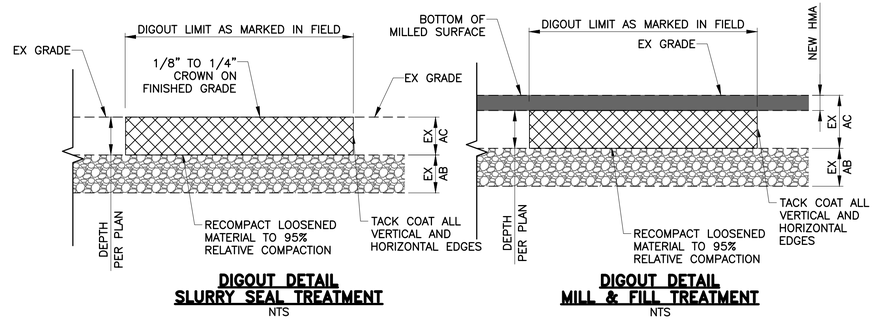
- EX ASPHALT CONCRETE (AC)
- BASE FAILURE REPAIR (HMA DIGOUT)
- TYPE 2 SLURRY SEAL
- MILL & FILL
- CITY RIGHT OF WAY

PROJECT NOTES

1. BASE FAILURE REPAIR (HMA DIGOUT) WHERE SHOWN ON PLAN, SEE DIGOUT THICKNESS SCHEDULE ON THIS SHEET.
2. TYPE 2 SLURRY SEAL. CRACK SEAL REQUIRED MINIMUM 7 DAYS PRIOR TO SURFACE SEAL TREATMENT.
3. CONFORM TO LIP OF GUTTER. DO NOT SPILL INTO GUTTER.
4. COLD PLANING EXISTING AC AND FILL WITH NEW HMA TO THE DEPTH SPECIFIED. WHERE APPLICABLE, RAISE EXISTING CROWN AND INSTALL PAVING MAT BETWEEN LIFTS IN EQUAL THICKNESS. SEE PAVEMENT TREATMENT ON THIS SHEET.
5. COMPACT EXISTING AGGREGATE BASE TO AT LEAST 95% RELATIVE COMPACTION.

PAVEMENT TREATMENT, COLD PLANING THICKNESS, NEW HMA THICKNESS, AND DIGOUT THICKNESS SCHEDULE

Seg #	Street Name	Pavement Treatment	Cold Planing Thickness	New HMA Thickness	Fiber Reinforced AC	Paving Mat	Digout Thickness
1	Eagle Peak Ave	Mill 3" & Fill up to 5" HMA + Paving Mat	3"	3" at Conform & 5" at Crown	Yes	Yes	-
2	El Portal Drive	Mill 3" & Fill up to 4" HMA	3"	3" at Conform & 4" at Crown	Yes	No	-
3	Herriman Drive	Mill 2" & Fill up to 2" HMA & Digout	2"	2"	Yes	No	4"
4	Main Street	Mill 5" & Fill up to 6" HMA + Paving Mat	5"	5" at Conform & 6" at Crown	Yes	Yes	-
5	Marsh Creek Road	Slurry Seal, Crack Seal & Digout	-	-	-	No	4"
6	Mountaire Pkwy	Slurry Seal, Crack Seal & Digout	-	-	-	No	4"
7	North Mitchell Canyon Road	Mill 3" & Fill 3" HMA	3"	3"	Yes	No	-



DIGOUT DETAIL SLURRY SEAL TREATMENT
NTS

DIGOUT DETAIL MILL & FILL TREATMENT
NTS

NOTES (DIGOUT):

1. BASE FAILURE REPAIR (HMA DIGOUT) LOCATIONS WERE MARKED IN THE FIELD AND ARE SHOWN HEREON IN THEIR APPROXIMATE LOCATION. THE CONTRACTOR SHALL REFERENCE EACH DIGOUT LOCATION PRIOR TO START OF WORK. EACH DIGOUT SHALL BE REVIEWED AND AGREED UPON WITH THE ENGINEER PRIOR TO THE START OF CONSTRUCTION.
2. DIGOUT THICKNESS SHALL BE AS SHOWN ON PLAN, UNLESS OTHERWISE APPROVED BY THE ENGINEER. REPLACE FULL DEPTH EXISTING AC SECTION IS REQUIRED. LOOSENED MATERIAL SHALL BE COMPACTED TO 95% RELATIVE COMPACTION FOR A MIN DEPTH OF 6 INCHES.
3. DIGOUT SHALL BE PERFORMED AFTER WEDGE GRIND, CONFORM GRIND OR FULL WIDTH GRINDING. DEPTH OF DIGOUT SHALL BE MEASURED FROM THE MILLED SURFACE.
4. SAWCUT AC PAVEMENT. TACK COAT ALL VERTICAL EDGES AND HORIZONTAL SURFACES. THE USE OF GRINDER TO REMOVE ASPHALT PAVEMENT SHALL BE APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL USE EQUIPMENT THAT ACCOMMODATES BOTH AC OR AB REMOVAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY EXCESS QUANTITIES RESULTING FROM THE USE OF A LARGER GRINDING MACHINE WHICH EXTENDS GRINDING BEYOND THE LIMITS SHOWN ON THE PLAN AND MARKED ON THE FIELD (IF APPLICABLE).
5. DIGOUTS INVOLVING PRUNING OF TREE ROOTS SHALL BE APPROVED BY THE ENGINEER.
6. FINISHED DIGOUT SURFACE SHALL MATCH EXISTING FLOW PATTERN. NO SAG OR DEPRESSION AFTER COMPACTION IS ALLOWED.

811 Know what's below. Call before you dig.

DATE	REVISIONS	NO.

SCALE: AS SHOWN DRAWN: HM/JG DESIGNED: DS CHECKED: LL

REGISTERED PROFESSIONAL ENGINEER DAVID SETO No. 76738 CIVIL STATE OF CALIFORNIA

PREPARED BY:
CSG CONSULTANTS, INC.
550 PILGRIM DRIVE
FOSTER CITY, CA 94404
PHONE: (650) 522-2500
FAX: (650) 522-2599
EMPLOYEE-OWNED

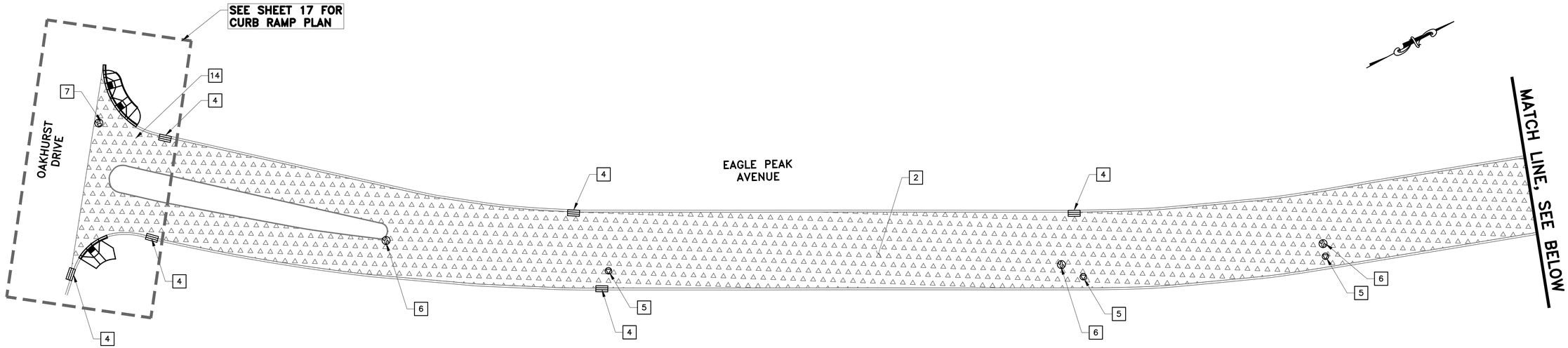
PREPARED FOR:
CITY OF CLAYTON
Founded 1857 Incorporated 1964
CONTRA COSTA COUNTY – CALIFORNIA

TITLE:
2026 NEIGHBORHOOD STREET REHABILITATION PROJECT
TYPICAL CROSS SECTIONS

SHEET: 2 OF 30

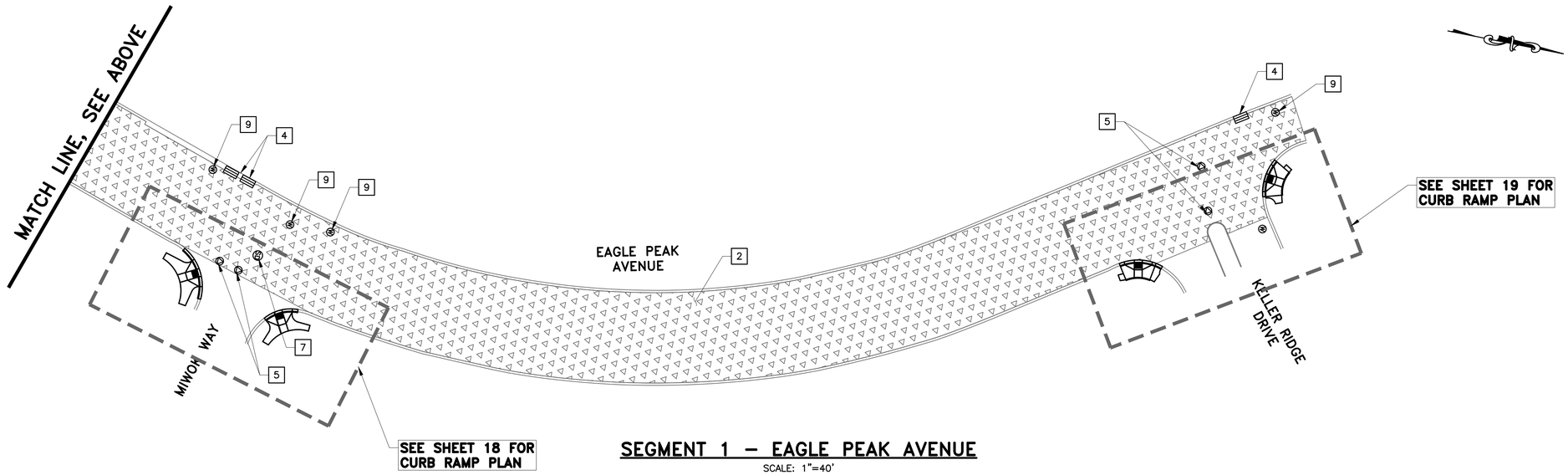
DATE: 05/08/26

JOB#: 26.839



SEGMENT 1 – EAGLE PEAK AVENUE

SCALE: 1"=40'



SEGMENT 1 – EAGLE PEAK AVENUE

SCALE: 1"=40'

LEGEND:

SYMBOL	ITEM DESCRIPTION
SS	EX SANITARY SEWER MANHOLE
SD	EX STORM DRAIN MANHOLE
T	EX TELEPHONE MANHOLE
W	EX WATER BOX
	EX MONUMENT
	EX FIRE HYDRANT
	EX DRAIN INLET
E	EX ELECTRICAL VAULT

SYMBOL	ITEM DESCRIPTION
	TYPE II SLURRY SEAL
	HMA MILL & FILL
	HMA DIGOUT (SEE PROJECT NOTE 3)
	EX BRICK PAVERS

811 Know what's below. Call before you dig.

GRAPHIC SCALE
40 0 40 80

PROJECT NOTES:

1. TYPE II SLURRY SEAL TREATMENT. CRACK SEAL REQUIRED PRIOR TO SURFACE SEAL TREATMENT.
2. SEE PAVEMENT TREATMENT SCHEDULE ON SHEET 2.
3. BASE FAILURE REPAIR WITH HMA DIGOUT PER DIGOUT THICKNESS SCHEDULE AND DETAILS ON ON SHEET 2.
4. TEMPORARY DRAINAGE INLET PROTECTION PER CALTRANS STD PLAN T62.
5. ADJUST MONUMENT BOX TO GRADE. PROTECT EXISTING MONUMENT AND PROVIDE PRE-CONSTRUCTION CORNER RECORD. IF MONUMENT IS DAMAGED, RESET MONUMENT AND FILE POST-CONSTRUCTION CORNER RECORD.
6. ADJUST SANITARY SEWER MANHOLE TO GRADE PER CITY DETAIL S-15.
7. ADJUST STORM DRAIN MANHOLE TO GRADE PER CITY DETAIL S-15.
8. ADJUST TELEPHONE MANHOLE TO GRADE PER UTILITY AGENCY REQUIREMENT (BY OTHERS).
9. ADJUST WATER VALVE BOX TO GRADE PER CITY DETAIL S-15.
10. CONFORM TO EXISTING PG&E VAULT BOX. NEW PAVEMENT SURFACE MUST BE FLUSH WITH EDGE OF THE BOX.
11. REPLACE CURB AND GUTTER PER CITY DETAIL S-8.
12. REPLACE DRIVEWAY APPROACH CURB & GUTTER PER CITY DETAIL S-11.
13. PROTECT AND COVER EXISTING BRICK PAVERS DURING CONSTRUCTION.
14. REPLACE SIGNAL LOOP DETECTORS.

CONSTRUCTION NOTES

1. LOCATION OF BASE FAILURES ARE ACCURATE ON THE PLAN AND APPROXIMATE AS MARKED IN THE FIELD, AND MAY CHANGE TO FIT FIELD CONDITION. DIGOUT REPAIR SHALL BE COMPLETED AFTER THE MILLING OF THE SURFACE. EACH DIGOUT SHALL BE REVIEWED AND AGREED WITH THE ENGINEER PRIOR TO THE START OF CONSTRUCTION.
2. ALL UTILITIES SHOWN ARE SCHEMATIC AND ARE NOT COMPLETE. CONTRACTOR SHALL FIELD VERIFY AND INVENTORY ALL UTILITY AND OTHER FEATURES PRIOR TO BEGINNING CONSTRUCTION. PROTECT IN PLACE ALL EXISTING UTILITIES UNLESS OTHERWISE NOTED.
3. ALL EXISTING VALVES AND MANHOLES SHALL BE RESTORED TO ORIGINAL CONDITION, FLUSH WITH ADJACENT PAVEMENT AND SHALL BE FREE OF DEBRIS RESULTING FROM THE PAVING PROCESS.
4. EXISTING PAVEMENT STRIPES AND MARKING SHALL BE REMOVED PRIOR TO SLURRY SEAL TREATMENT. REMOVAL OF YELLOW STRIPES IS REQUIRED PRIOR TO COLD MILLING.
5. LIMITS OF PAVEMENT ARE SCHEMATIC. CONTRACTOR SHALL FIELD VERIFY EXISTING EDGE OF PAVEMENT BEFORE START OF CONSTRUCTION.

DATE	REVISIONS	NO.

SCALE: AS SHOWN
DRAWN: HM/JG
DESIGNED: DS
CHECKED: LL

PROFESSIONAL ENGINEER * REGISTERED * DAVID SETO No. 87638 * STATE OF CALIFORNIA *

PREPARED BY:
CSG CONSULTANTS, INC.
550 PILGRIM DRIVE
FOSTER CITY, CA 94404
PHONE: (650) 522-2500
FAX: (650) 522-2599
EMPLOYEE-OWNED

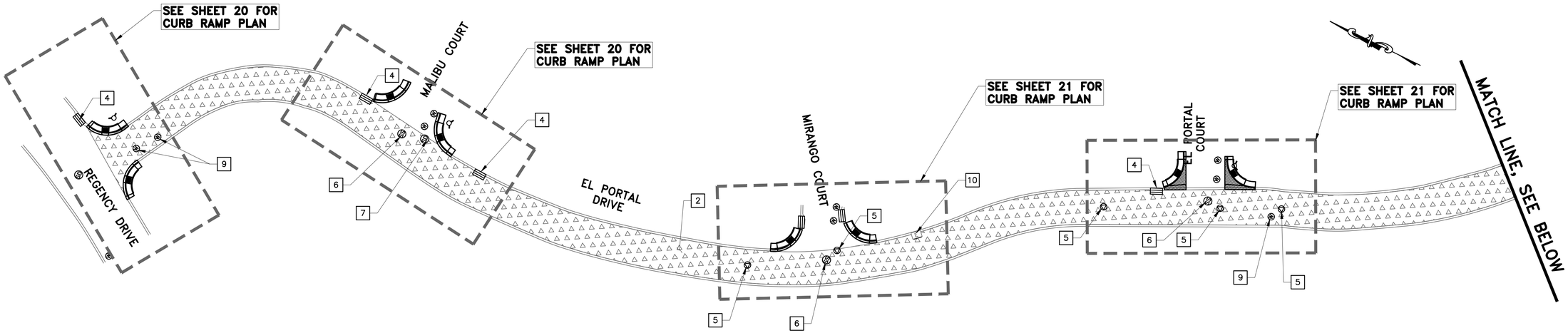
PREPARED FOR:
CITY OF CLAYTON
Founded 1857 Incorporated 1964
CONTRA COSTA COUNTY – CALIFORNIA

TITLE:
2026 NEIGHBORHOOD STREET REHABILITATION PROJECT
PAVEMENT IMPROVEMENT PLAN

SHEET: 3 OF 30

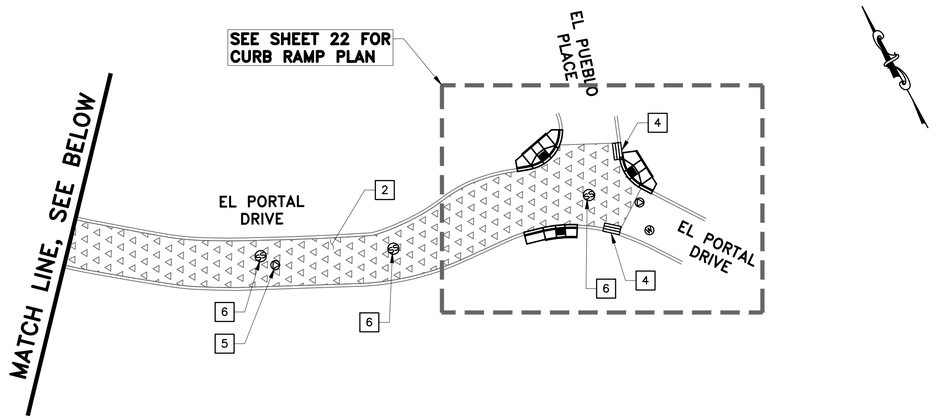
DATE: 05/08/26

JOB#: 26.839



SEGMENT 2 – EL PORTAL DRIVE

SCALE: 1"=40'



SEGMENT 2 – EL PORTAL DRIVE

SCALE: 1"=40'

LEGEND:

SYMBOL	ITEM DESCRIPTION
SS	EX SANITARY SEWER MANHOLE
SD	EX STORM DRAIN MANHOLE
T	EX TELEPHONE MANHOLE
W	EX WATER BOX
	EX MONUMENT
	EX FIRE HYDRANT
	EX DRAIN INLET
E	EX ELECTRICAL VAULT

SYMBOL	ITEM DESCRIPTION
	TYPE II SLURRY SEAL
	HMA MILL & FILL
	HMA DIGOUT (SEE PROJECT NOTE 3)
	EX BRICK PAVERS

811 Know what's below. Call before you dig.

GRAPHIC SCALE
40 0 40 80

PROJECT NOTES:

1. TYPE II SLURRY SEAL TREATMENT. CRACK SEAL REQUIRED PRIOR TO SURFACE SEAL TREATMENT.
2. SEE PAVEMENT TREATMENT SCHEDULE ON SHEET 2.
3. BASE FAILURE REPAIR WITH HMA DIGOUT PER DIGOUT THICKNESS SCHEDULE AND DETAILS ON ON SHEET 2.
4. TEMPORARY DRAINAGE INLET PROTECTION PER CALTRANS STD PLAN T62.
5. ADJUST MONUMENT BOX TO GRADE. PROTECT EXISTING MONUMENT AND PROVIDE PRE-CONSTRUCTION CORNER RECORD. IF MONUMENT IS DAMAGED, RESET MONUMENT AND FILE POST-CONSTRUCTION CORNER RECORD.
6. ADJUST SANITARY SEWER MANHOLE TO GRADE PER CITY DETAIL S-15.
7. ADJUST STORM DRAIN MANHOLE TO GRADE PER CITY DETAIL S-15.
8. ADJUST TELEPHONE MANHOLE TO GRADE PER UTILITY AGENCY REQUIREMENT (BY OTHERS).
9. ADJUST WATER VALVE BOX TO GRADE PER CITY DETAIL S-15.
10. CONFORM TO EXISTING PG&E VAULT BOX. NEW PAVEMENT SURFACE MUST BE FLUSH WITH EDGE OF THE BOX.
11. REPLACE CURB AND GUTTER PER CITY DETAIL S-8.
12. REPLACE DRIVEWAY APPROACH CURB & GUTTER PER CITY DETAIL S-11.
13. PROTECT AND COVER EXISTING BRICK PAVERS DURING CONSTRUCTION.
14. REPLACE SIGNAL LOOP DETECTORS.

CONSTRUCTION NOTES

1. LOCATION OF BASE FAILURES ARE ACCURATE ON THE PLAN AND APPROXIMATE AS MARKED IN THE FIELD, AND MAY CHANGE TO FIT FIELD CONDITION. DIGOUT REPAIR SHALL BE COMPLETED AFTER THE MILLING OF THE SURFACE. EACH DIGOUT SHALL BE REVIEWED AND AGREED WITH THE ENGINEER PRIOR TO THE START OF CONSTRUCTION.
2. ALL UTILITIES SHOWN ARE SCHEMATIC AND ARE NOT COMPLETE. CONTRACTOR SHALL FIELD VERIFY AND INVENTORY ALL UTILITY AND OTHER FEATURES PRIOR TO BEGINNING CONSTRUCTION. PROTECT IN PLACE ALL EXISTING UTILITIES UNLESS OTHERWISE NOTED.
3. ALL EXISTING VALVES AND MANHOLES SHALL BE RESTORED TO ORIGINAL CONDITION, FLUSH WITH ADJACENT PAVEMENT AND SHALL BE FREE OF DEBRIS RESULTING FROM THE PAVING PROCESS.
4. EXISTING PAVEMENT STRIPES AND MARKING SHALL BE REMOVED PRIOR TO SLURRY SEAL TREATMENT. REMOVAL OF YELLOW STRIPES IS REQUIRED PRIOR TO COLD MILLING.
5. LIMITS OF PAVEMENT ARE SCHEMATIC. CONTRACTOR SHALL FIELD VERIFY EXISTING EDGE OF PAVEMENT BEFORE START OF CONSTRUCTION.

DATE	REVISIONS	NO.

SCALE: AS SHOWN | DRAWN: HM/JG | DESIGNED: DS | CHECKED: LL

REGISTERED PROFESSIONAL ENGINEER DAVID SETO No. C71638 STATE OF CALIFORNIA

PREPARED BY:
CSG CONSULTANTS, INC.
550 PILGRIM DRIVE
FOSTER CITY, CA 94404
PHONE: (650) 522-2500
FAX: (650) 522-2599
EMPLOYEE-OWNED

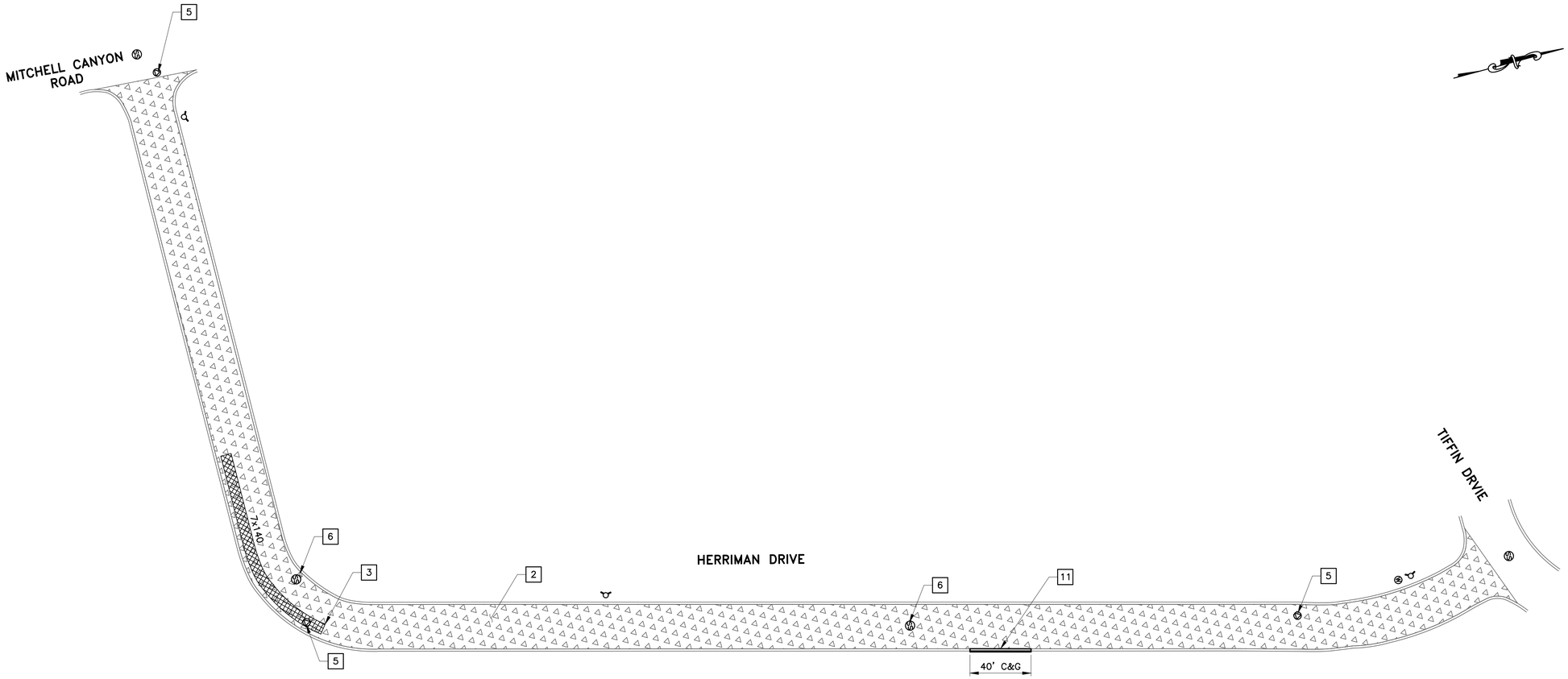
PREPARED FOR: CITY OF CLAYTON — CONTRA COSTA COUNTY – CALIFORNIA

TITLE: 2026 NEIGHBORHOOD STREET REHABILITATION PROJECT
PAVEMENT IMPROVEMENT PLAN

SHEET: 4 OF 30

DATE: 05/08/26

JOB#: 26.839



SEGMENT 3 – HERRIMAN DRIVE

SCALE: 1"=40'

LEGEND:

SYMBOL	ITEM DESCRIPTION
SS	EX SANITARY SEWER MANHOLE
SD	EX STORM DRAIN MANHOLE
T	EX TELEPHONE MANHOLE
W	EX WATER BOX
	EX MONUMENT
	EX FIRE HYDRANT
	EX DRAIN INLET
E	EX ELECTRICAL VAULT

SYMBOL	ITEM DESCRIPTION
	TYPE II SLURRY SEAL
	HMA MILL & FILL
	HMA DIGOUT (SEE PROJECT NOTE 3)
	EX BRICK PAVERS

811 Know what's below. Call before you dig.

GRAPHIC SCALE
40 0 40 80

PROJECT NOTES:

1. TYPE II SLURRY SEAL TREATMENT. CRACK SEAL REQUIRED PRIOR TO SURFACE SEAL TREATMENT.
2. SEE PAVEMENT TREATMENT SCHEDULE ON SHEET 2.
3. BASE FAILURE REPAIR WITH HMA DIGOUT PER DIGOUT THICKNESS SCHEDULE AND DETAILS ON ON SHEET 2.
4. TEMPORARY DRAINAGE INLET PROTECTION PER CALTRANS STD PLAN T62.
5. ADJUST MONUMENT BOX TO GRADE. PROTECT EXISTING MONUMENT AND PROVIDE PRE-CONSTRUCTION CORNER RECORD. IF MONUMENT IS DAMAGED, RESET MONUMENT AND FILE POST-CONSTRUCTION CORNER RECORD.
6. ADJUST SANITARY SEWER MANHOLE TO GRADE PER CITY DETAIL S-15.
7. ADJUST STORM DRAIN MANHOLE TO GRADE PER CITY DETAIL S-15.
8. ADJUST TELEPHONE MANHOLE TO GRADE PER UTILITY AGENCY REQUIREMENT (BY OTHERS).
9. ADJUST WATER VALVE BOX TO GRADE PER CITY DETAIL S-15.
10. CONFORM TO EXISTING PG&E VAULT BOX. NEW PAVEMENT SURFACE MUST BE FLUSH WITH EDGE OF THE BOX.
11. REPLACE CURB AND GUTTER PER CITY DETAIL S-8.
12. REPLACE DRIVEWAY APPROACH CURB & GUTTER PER CITY DETAIL S-11.
13. PROTECT AND COVER EXISTING BRICK PAVERS DURING CONSTRUCTION.
14. REPLACE SIGNAL LOOP DETECTORS.

CONSTRUCTION NOTES

1. LOCATION OF BASE FAILURES ARE ACCURATE ON THE PLAN AND APPROXIMATE AS MARKED IN THE FIELD, AND MAY CHANGE TO FIT FIELD CONDITION. DIGOUT REPAIR SHALL BE COMPLETED AFTER THE MILLING OF THE SURFACE. EACH DIGOUT SHALL BE REVIEWED AND AGREED WITH THE ENGINEER PRIOR TO THE START OF CONSTRUCTION.
2. ALL UTILITIES SHOWN ARE SCHEMATIC AND ARE NOT COMPLETE. CONTRACTOR SHALL FIELD VERIFY AND INVENTORY ALL UTILITY AND OTHER FEATURES PRIOR TO BEGINNING CONSTRUCTION. PROTECT IN PLACE ALL EXISTING UTILITIES UNLESS OTHERWISE NOTED.
3. ALL EXISTING VALVES AND MANHOLES SHALL BE RESTORED TO ORIGINAL CONDITION, FLUSH WITH ADJACENT PAVEMENT AND SHALL BE FREE OF DEBRIS RESULTING FROM THE PAVING PROCESS.
4. EXISTING PAVEMENT STRIPES AND MARKING SHALL BE REMOVED PRIOR TO SLURRY SEAL TREATMENT. REMOVAL OF YELLOW STRIPES IS REQUIRED PRIOR TO COLD MILLING.
5. LIMITS OF PAVEMENT ARE SCHEMATIC. CONTRACTOR SHALL FIELD VERIFY EXISTING EDGE OF PAVEMENT BEFORE START OF CONSTRUCTION.

NO.	REVISIONS	DATE

SCALE: AS SHOWN
DRAWN: HM/JG
DESIGNED: DS
CHECKED: LL

REGISTERED PROFESSIONAL ENGINEER DAVID SETO No. 26738 STATE OF CALIFORNIA

PREPARED BY:
CSG CONSULTANTS, INC.
550 PILGRIM DRIVE
FOSTER CITY, CA 94404
PHONE: (650) 522-2500
FAX: (650) 522-2599
EMPLOYEE-OWNED

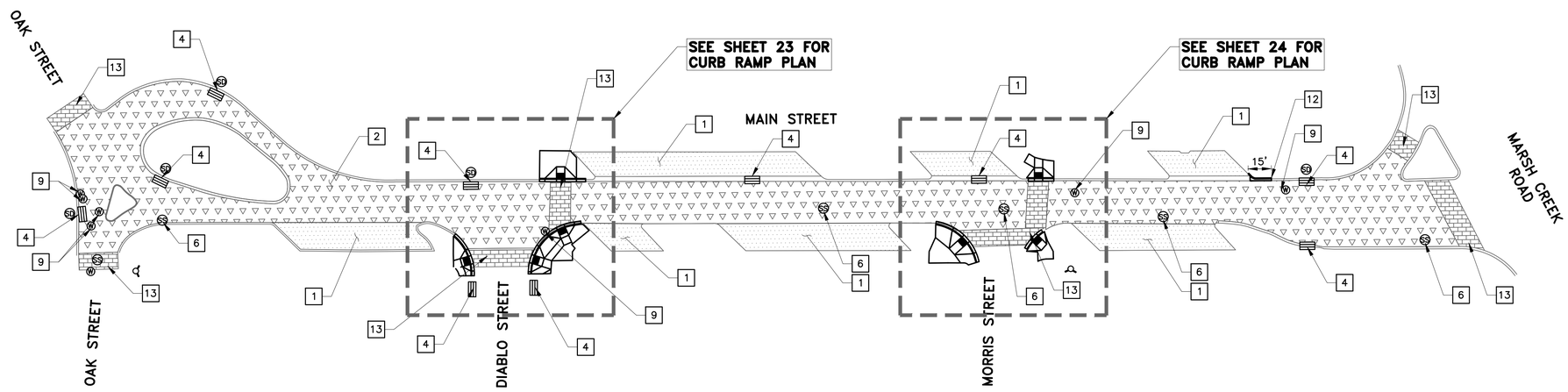
PREPARED FOR: CITY OF CLAYTON
CONTRA COSTA COUNTY – CALIFORNIA

TITLE: 2026 NEIGHBORHOOD STREET REHABILITATION PROJECT
PAVEMENT IMPROVEMENT PLAN

SHEET: 5 OF 30

DATE: 05/08/26

JOB#: 26.839



SEGMENT 4 – MAIN STREET

SCALE: 1"=40'

LEGEND:

SYMBOL	ITEM DESCRIPTION
SS	EX SANITARY SEWER MANHOLE
SD	EX STORM DRAIN MANHOLE
T	EX TELEPHONE MANHOLE
W	EX WATER BOX
M	EX MONUMENT
	EX FIRE HYDRANT
	EX DRAIN INLET
E	EX ELECTRICAL VAULT

SYMBOL	ITEM DESCRIPTION
	TYPE II SLURRY SEAL
	HMA MILL & FILL
	HMA DIGOUT (SEE PROJECT NOTE 3)
	EX BRICK PAVERS

811 Know what's below. Call before you dig.

GRAPHIC SCALE
40 0 40 80

PROJECT NOTES:

1. TYPE II SLURRY SEAL TREATMENT. CRACK SEAL REQUIRED PRIOR TO SURFACE SEAL TREATMENT.
2. SEE PAVEMENT TREATMENT SCHEDULE ON SHEET 2.
3. BASE FAILURE REPAIR WITH HMA DIGOUT PER DIGOUT THICKNESS SCHEDULE AND DETAILS ON ON SHEET 2.
4. TEMPORARY DRAINAGE INLET PROTECTION PER CALTRANS STD PLAN T62.
5. ADJUST MONUMENT BOX TO GRADE. PROTECT EXISTING MONUMENT AND PROVIDE PRE–CONSTRUCTION CORNER RECORD. IF MONUMENT IS DAMAGED, RESET MONUMENT AND FILE POST–CONSTRUCTION CORNER RECORD.
6. ADJUST SANITARY SEWER MANHOLE TO GRADE PER CITY DETAIL S–15.
7. ADJUST STORM DRAIN MANHOLE TO GRADE PER CITY DETAIL S–15.
8. ADJUST TELEPHONE MANHOLE TO GRADE PER UTILITY AGENCY REQUIREMENT (BY OTHERS).
9. ADJUST WATER VALVE BOX TO GRADE PER CITY DETAIL S–15.
10. CONFORM TO EXISTING PG&E VAULT BOX. NEW PAVEMENT SURFACE MUST BE FLUSH WITH EDGE OF THE BOX.
11. REPLACE CURB AND GUTTER PER CITY DETAIL S–8.
12. REPLACE DRIVEWAY APPROACH CURB & GUTTER PER CITY DETAIL S–11.
13. PROTECT AND COVER EXISTING BRICK PAVERS DURING CONSTRUCTION.
14. REPLACE SIGNAL LOOP DETECTORS.

CONSTRUCTION NOTES

1. LOCATION OF BASE FAILURES ARE ACCURATE ON THE PLAN AND APPROXIMATE AS MARKED IN THE FIELD, AND MAY CHANGE TO FIT FIELD CONDITION. DIGOUT REPAIR SHALL BE COMPLETED AFTER THE MILLING OF THE SURFACE. EACH DIGOUT SHALL BE REVIEWED AND AGREED WITH THE ENGINEER PRIOR TO THE START OF CONSTRUCTION.
2. ALL UTILITIES SHOWN ARE SCHEMATIC AND ARE NOT COMPLETE. CONTRACTOR SHALL FIELD VERIFY AND INVENTORY ALL UTILITY AND OTHER FEATURES PRIOR TO BEGINNING CONSTRUCTION. PROTECT IN PLACE ALL EXISTING UTILITIES UNLESS OTHERWISE NOTED.
3. ALL EXISTING VALVES AND MANHOLES SHALL BE RESTORED TO ORIGINAL CONDITION, FLUSH WITH ADJACENT PAVEMENT AND SHALL BE FREE OF DEBRIS RESULTING FROM THE PAVING PROCESS.
4. EXISTING PAVEMENT STRIPES AND MARKING SHALL BE REMOVED PRIOR TO SLURRY SEAL TREATMENT. REMOVAL OF YELLOW STRIPES IS REQUIRED PRIOR TO COLD MILLING.
5. LIMITS OF PAVEMENT ARE SCHEMATIC. CONTRACTOR SHALL FIELD VERIFY EXISTING EDGE OF PAVEMENT BEFORE START OF CONSTRUCTION.

DATE

REVISIONS

NO.

SCALE: AS SHOWN
DRAWN: HM/JG
DESIGNED: DS
CHECKED: LL

REGISTERED PROFESSIONAL ENGINEER DAVID SETO No. C 76738 STATE OF CALIFORNIA

PREPARED BY:
CSG CONSULTANTS, INC.
550 PILGRIM DRIVE
FOSTER CITY, CA 94404
PHONE: (650) 522–2500
FAX: (650) 522–2599
EMPLOYEE–OWNED

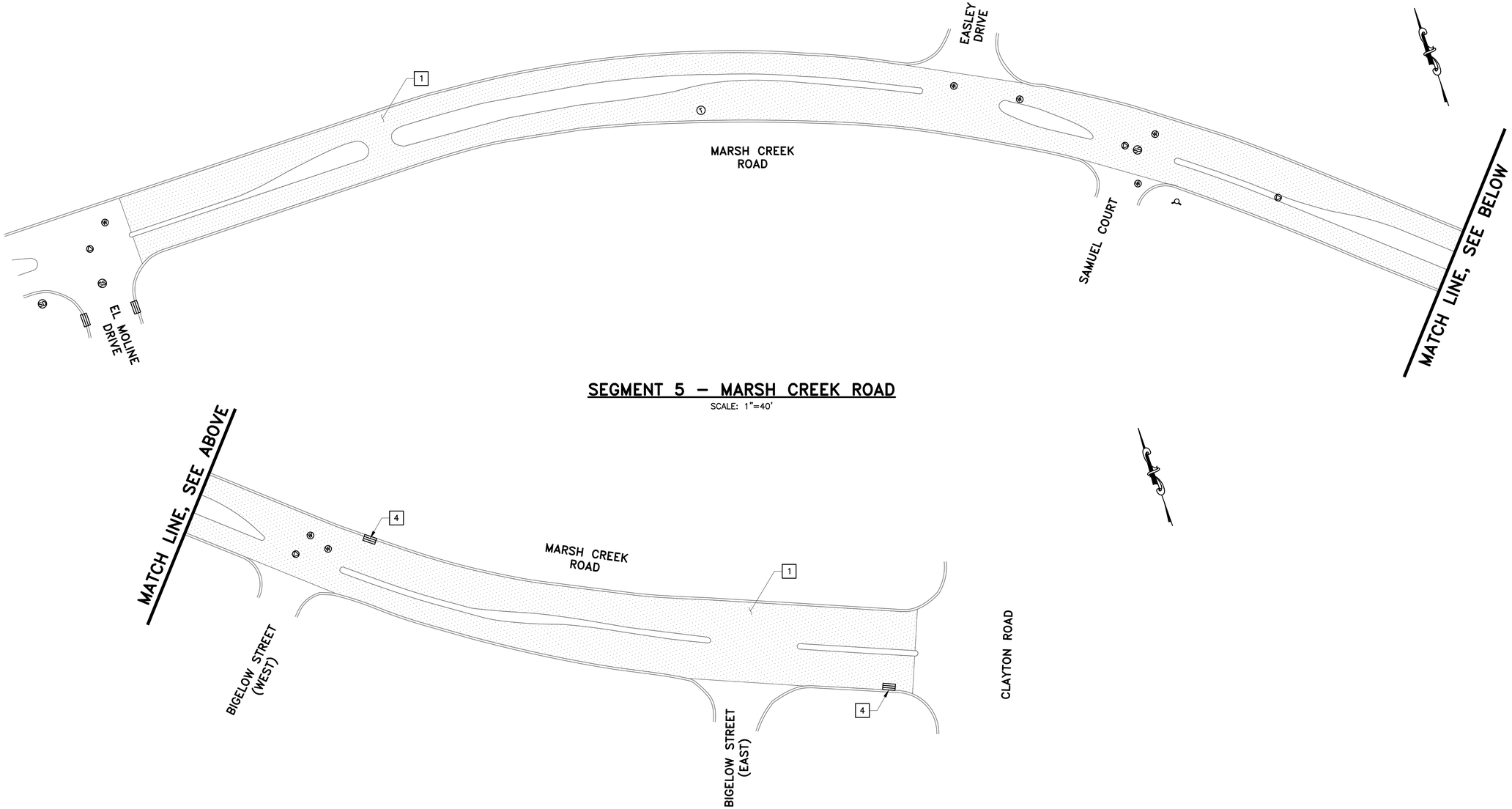
PREPARED FOR:
CITY OF CLAYTON
Founded 1857 Incorporated 1964
CONTRA COSTA COUNTY – CALIFORNIA

TITLE:
2026 NEIGHBORHOOD STREET REHABILITATION PROJECT
PAVEMENT IMPROVEMENT PLAN

SHEET: 6 OF 30

DATE: 05/08/26

JOB#: 26.839



SEGMENT 5 – MARSH CREEK ROAD

SCALE: 1"=40'

SEGMENT 5 – MARSH CREEK ROAD

SCALE: 1"=40'

LEGEND:

SYMBOL	ITEM DESCRIPTION
SS	EX SANITARY SEWER MANHOLE
SD	EX STORM DRAIN MANHOLE
T	EX TELEPHONE MANHOLE
W	EX WATER BOX
	EX MONUMENT
	EX FIRE HYDRANT
	EX DRAIN INLET
E	EX ELECTRICAL VAULT

SYMBOL	ITEM DESCRIPTION
	TYPE II SLURRY SEAL
	HMA MILL & FILL
	HMA DIGOUT (SEE PROJECT NOTE 3)
	EX BRICK PAVERS

811 Know what's below. Call before you dig.

GRAPHIC SCALE
40 0 40 80

PROJECT NOTES:

1. TYPE II SLURRY SEAL TREATMENT. CRACK SEAL REQUIRED PRIOR TO SURFACE SEAL TREATMENT.
2. SEE PAVEMENT TREATMENT SCHEDULE ON SHEET 2.
3. BASE FAILURE REPAIR WITH HMA DIGOUT PER DIGOUT THICKNESS SCHEDULE AND DETAILS ON ON SHEET 2.
4. TEMPORARY DRAINAGE INLET PROTECTION PER CALTRANS STD PLAN T62.
5. ADJUST MONUMENT BOX TO GRADE. PROTECT EXISTING MONUMENT AND PROVIDE PRE-CONSTRUCTION CORNER RECORD. IF MONUMENT IS DAMAGED, RESET MONUMENT AND FILE POST-CONSTRUCTION CORNER RECORD.
6. ADJUST SANITARY SEWER MANHOLE TO GRADE PER CITY DETAIL S-15.
7. ADJUST STORM DRAIN MANHOLE TO GRADE PER CITY DETAIL S-15.
8. ADJUST TELEPHONE MANHOLE TO GRADE PER UTILITY AGENCY REQUIREMENT (BY OTHERS).
9. ADJUST WATER VALVE BOX TO GRADE PER CITY DETAIL S-15.
10. CONFORM TO EXISTING PG&E VAULT BOX. NEW PAVEMENT SURFACE MUST BE FLUSH WITH EDGE OF THE BOX.
11. REPLACE CURB AND GUTTER PER CITY DETAIL S-8.
12. REPLACE DRIVEWAY APPROACH CURB & GUTTER PER CITY DETAIL S-11.
13. PROTECT AND COVER EXISTING BRICK PAVERS DURING CONSTRUCTION.
14. REPLACE SIGNAL LOOP DETECTORS.

CONSTRUCTION NOTES

1. LOCATION OF BASE FAILURES ARE ACCURATE ON THE PLAN AND APPROXIMATE AS MARKED IN THE FIELD, AND MAY CHANGE TO FIT FIELD CONDITION. DIGOUT REPAIR SHALL BE COMPLETED AFTER THE MILLING OF THE SURFACE. EACH DIGOUT SHALL BE REVIEWED AND AGREED WITH THE ENGINEER PRIOR TO THE START OF CONSTRUCTION.
2. ALL UTILITIES SHOWN ARE SCHEMATIC AND ARE NOT COMPLETE. CONTRACTOR SHALL FIELD VERIFY AND INVENTORY ALL UTILITY AND OTHER FEATURES PRIOR TO BEGINNING CONSTRUCTION. PROTECT IN PLACE ALL EXISTING UTILITIES UNLESS OTHERWISE NOTED.
3. ALL EXISTING VALVES AND MANHOLES SHALL BE RESTORED TO ORIGINAL CONDITION, FLUSH WITH ADJACENT PAVEMENT AND SHALL BE FREE OF DEBRIS RESULTING FROM THE PAVING PROCESS.
4. EXISTING PAVEMENT STRIPES AND MARKING SHALL BE REMOVED PRIOR TO SLURRY SEAL TREATMENT. REMOVAL OF YELLOW STRIPES IS REQUIRED PRIOR TO COLD MILLING.
5. LIMITS OF PAVEMENT ARE SCHEMATIC. CONTRACTOR SHALL FIELD VERIFY EXISTING EDGE OF PAVEMENT BEFORE START OF CONSTRUCTION.

NO.	REVISIONS	DATE

SCALE: AS SHOWN
DRAWN: HM/JG
DESIGNED: DS
CHECKED: LL

PROFESSIONAL ENGINEER * REGISTERED * No. C71638 * STATE OF CALIFORNIA
DAVID SETO

PREPARED BY:
CSG CONSULTANTS, INC.
550 PILGRIM DRIVE
FOSTER CITY, CA 94404
PHONE: (650) 522-2500
FAX: (650) 522-2599
EMPLOYEE-OWNED

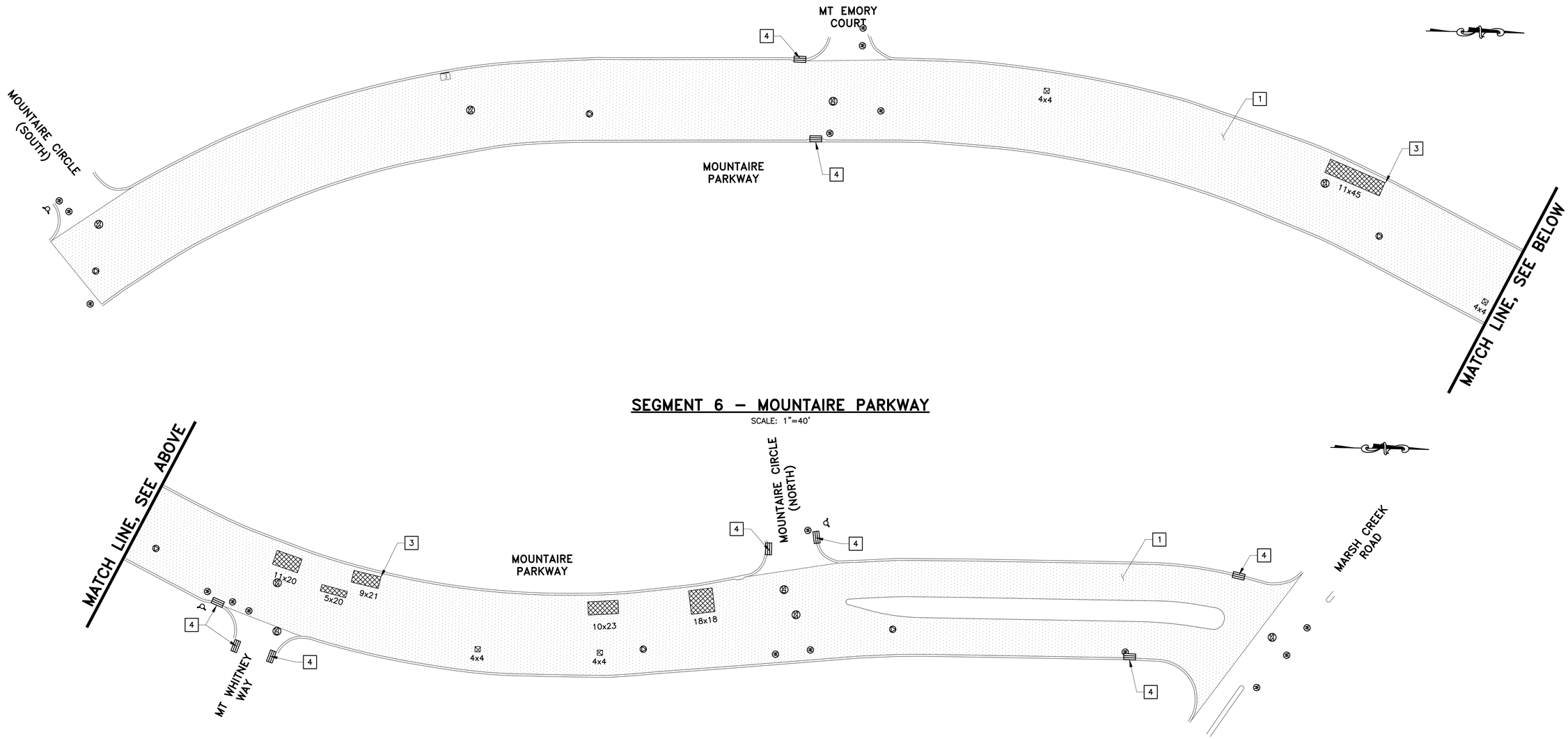
PREPARED FOR:
CITY OF CLAYTON
Founded 1857 Incorporated 1964
CONTRA COSTA COUNTY – CALIFORNIA

TITLE:
2026 NEIGHBORHOOD STREET REHABILITATION PROJECT
PAVEMENT IMPROVEMENT PLAN

SHEET: 7 OF 30

DATE: 05/08/26

JOB#: 26.839



SEGMENT 6 – MOUNTAIRE PARKWAY

SCALE: 1"=40'

LEGEND:

SYMBOL	ITEM DESCRIPTION
SS	EX SANITARY SEWER MANHOLE
SD	EX STORM DRAIN MANHOLE
T	EX TELEPHONE MANHOLE
W	EX WATER BOX
	EX MONUMENT
	EX FIRE HYDRANT
	EX DRAIN INLET
E	EX ELECTRICAL VAULT

SYMBOL	ITEM DESCRIPTION
	TYPE II SLURRY SEAL
	HMA MILL & FILL
	HMA DIGOUT (SEE PROJECT NOTE 3)
	EX BRICK PAVERS

811 Know what's below. Call before you dig.

GRAPHIC SCALE
40 0 40 80

PROJECT NOTES:

1. TYPE II SLURRY SEAL TREATMENT. CRACK SEAL REQUIRED PRIOR TO SURFACE SEAL TREATMENT.
2. SEE PAVEMENT TREATMENT SCHEDULE ON SHEET 2.
3. BASE FAILURE REPAIR WITH HMA DIGOUT PER DIGOUT THICKNESS SCHEDULE AND DETAILS ON ON SHEET 2.
4. TEMPORARY DRAINAGE INLET PROTECTION PER CALTRANS STD PLAN T62.
5. ADJUST MONUMENT BOX TO GRADE. PROTECT EXISTING MONUMENT AND PROVIDE PRE-CONSTRUCTION CORNER RECORD. IF MONUMENT IS DAMAGED, RESET MONUMENT AND FILE POST-CONSTRUCTION CORNER RECORD.
6. ADJUST SANITARY SEWER MANHOLE TO GRADE PER CITY DETAIL S-15.
7. ADJUST STORM DRAIN MANHOLE TO GRADE PER CITY DETAIL S-15.
8. ADJUST TELEPHONE MANHOLE TO GRADE PER UTILITY AGENCY REQUIREMENT (BY OTHERS).
9. ADJUST WATER VALVE BOX TO GRADE PER CITY DETAIL S-15.
10. CONFORM TO EXISTING PG&E VAULT BOX. NEW PAVEMENT SURFACE MUST BE FLUSH WITH EDGE OF THE BOX.
11. REPLACE CURB AND GUTTER PER CITY DETAIL S-8.
12. REPLACE DRIVEWAY APPROACH CURB & GUTTER PER CITY DETAIL S-11.
13. PROTECT AND COVER EXISTING BRICK PAVERS DURING CONSTRUCTION.
14. REPLACE SIGNAL LOOP DETECTORS.

CONSTRUCTION NOTES

1. LOCATION OF BASE FAILURES ARE ACCURATE ON THE PLAN AND APPROXIMATE AS MARKED IN THE FIELD, AND MAY CHANGE TO FIT FIELD CONDITION. DIGOUT REPAIR SHALL BE COMPLETED AFTER THE MILLING OF THE SURFACE. EACH DIGOUT SHALL BE REVIEWED AND AGREED WITH THE ENGINEER PRIOR TO THE START OF CONSTRUCTION.
2. ALL UTILITIES SHOWN ARE SCHEMATIC AND ARE NOT COMPLETE. CONTRACTOR SHALL FIELD VERIFY AND INVENTORY ALL UTILITY AND OTHER FEATURES PRIOR TO BEGINNING CONSTRUCTION. PROTECT IN PLACE ALL EXISTING UTILITIES UNLESS OTHERWISE NOTED.
3. ALL EXISTING VALVES AND MANHOLES SHALL BE RESTORED TO ORIGINAL CONDITION, FLUSH WITH ADJACENT PAVEMENT AND SHALL BE FREE OF DEBRIS RESULTING FROM THE PAVING PROCESS.
4. EXISTING PAVEMENT STRIPES AND MARKING SHALL BE REMOVED PRIOR TO SLURRY SEAL TREATMENT. REMOVAL OF YELLOW STRIPES IS REQUIRED PRIOR TO COLD MILLING.
5. LIMITS OF PAVEMENT ARE SCHEMATIC. CONTRACTOR SHALL FIELD VERIFY EXISTING EDGE OF PAVEMENT BEFORE START OF CONSTRUCTION.

DATE	REVISIONS	NO.

SCALE: AS SHOWN | DRAWN: HM/JG | DESIGNED: DS | CHECKED: LL

REGISTERED PROFESSIONAL ENGINEER DAVID SETO No. 76738 STATE OF CALIFORNIA

PREPARED BY:
CSG CONSULTANTS, INC.
550 PILGRIM DRIVE
FOSTER CITY, CA 94404
PHONE: (650) 522-2500
FAX: (650) 522-2599
EMPLOYEE-OWNED

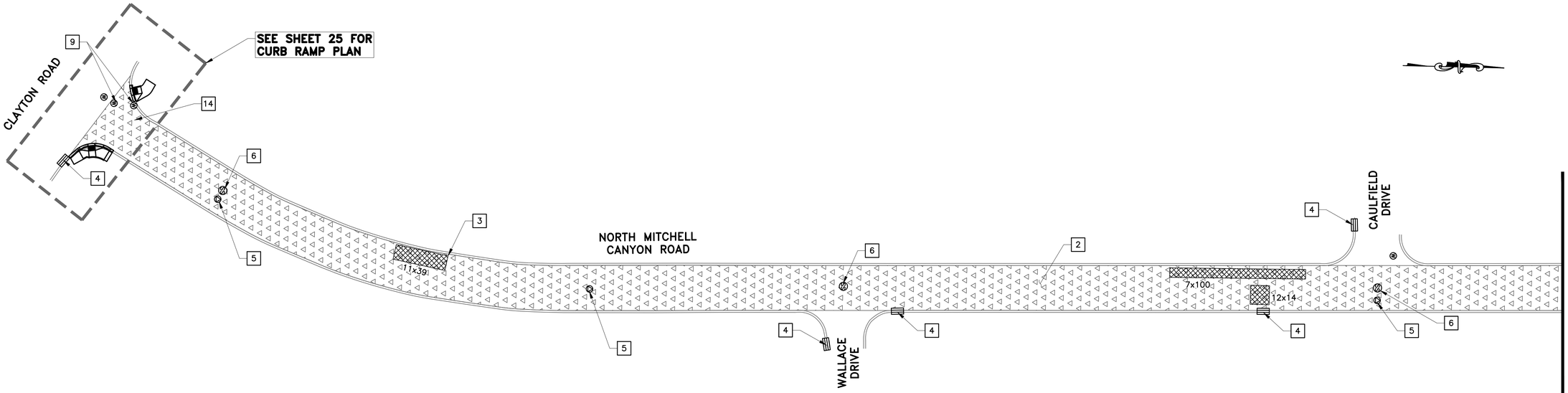
PREPARED FOR:
CITY OF CLAYTON
Founded 1857 Incorporated 1964
CONTRA COSTA COUNTY – CALIFORNIA

TITLE:
2026 NEIGHBORHOOD STREET REHABILITATION PROJECT
PAVEMENT IMPROVEMENT PLAN

SHEET: 8 OF 30

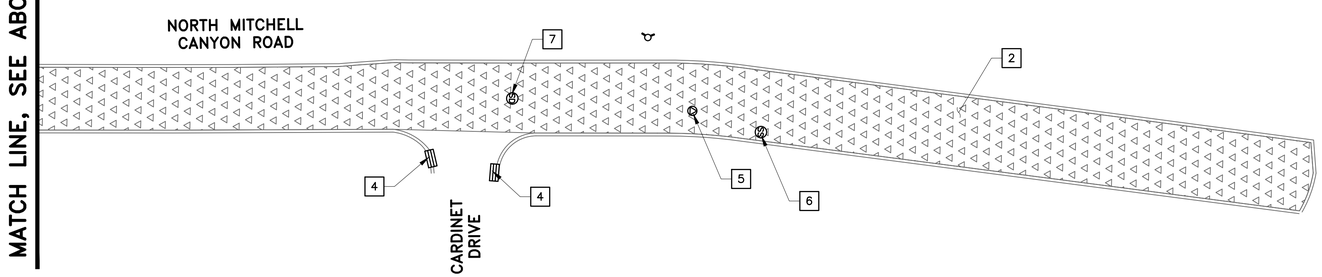
DATE: 05/08/26

JOB#: 26.839



SEGMENT 7 – NORTH MITCHELL CANYON ROAD

SCALE: 1"=40'



SEGMENT 7 – NORTH MITCHELL CANYON ROAD

SCALE: 1"=40'

LEGEND:

SYMBOL	ITEM DESCRIPTION
SS	EX SANITARY SEWER MANHOLE
SD	EX STORM DRAIN MANHOLE
T	EX TELEPHONE MANHOLE
W	EX WATER BOX
	EX MONUMENT
	EX FIRE HYDRANT
	EX DRAIN INLET
E	EX ELECTRICAL VAULT

SYMBOL	ITEM DESCRIPTION
	TYPE II SLURRY SEAL
	HMA MILL & FILL
	HMA DIGOUT (SEE PROJECT NOTE 3)
	EX BRICK PAVERS

811 Know what's below. Call before you dig.

GRAPHIC SCALE
40 0 40 80

PROJECT NOTES:

1. TYPE II SLURRY SEAL TREATMENT. CRACK SEAL REQUIRED PRIOR TO SURFACE SEAL TREATMENT.
2. SEE PAVEMENT TREATMENT SCHEDULE ON SHEET 2.
3. BASE FAILURE REPAIR WITH HMA DIGOUT PER DIGOUT THICKNESS SCHEDULE AND DETAILS ON ON SHEET 2.
4. TEMPORARY DRAINAGE INLET PROTECTION PER CALTRANS STD PLAN T62.
5. ADJUST MONUMENT BOX TO GRADE. PROTECT EXISTING MONUMENT AND PROVIDE PRE-CONSTRUCTION CORNER RECORD. IF MONUMENT IS DAMAGED, RESET MONUMENT AND FILE POST-CONSTRUCTION CORNER RECORD.
6. ADJUST SANITARY SEWER MANHOLE TO GRADE PER CITY DETAIL S-15.
7. ADJUST STORM DRAIN MANHOLE TO GRADE PER CITY DETAIL S-15.
8. ADJUST TELEPHONE MANHOLE TO GRADE PER UTILITY AGENCY REQUIREMENT (BY OTHERS).
9. ADJUST WATER VALVE BOX TO GRADE PER CITY DETAIL S-15.
10. CONFORM TO EXISTING PG&E VAULT BOX. NEW PAVEMENT SURFACE MUST BE FLUSH WITH EDGE OF THE BOX.
11. REPLACE CURB AND GUTTER PER CITY DETAIL S-8.
12. REPLACE DRIVEWAY APPROACH CURB & GUTTER PER CITY DETAIL S-11.
13. PROTECT AND COVER EXISTING BRICK PAVERS DURING CONSTRUCTION.
14. REPLACE SIGNAL LOOP DETECTORS.

CONSTRUCTION NOTES

1. LOCATION OF BASE FAILURES ARE ACCURATE ON THE PLAN AND APPROXIMATE AS MARKED IN THE FIELD, AND MAY CHANGE TO FIT FIELD CONDITION. DIGOUT REPAIR SHALL BE COMPLETED AFTER THE MILLING OF THE SURFACE. EACH DIGOUT SHALL BE REVIEWED AND AGREED WITH THE ENGINEER PRIOR TO THE START OF CONSTRUCTION.
2. ALL UTILITIES SHOWN ARE SCHEMATIC AND ARE NOT COMPLETE. CONTRACTOR SHALL FIELD VERIFY AND INVENTORY ALL UTILITY AND OTHER FEATURES PRIOR TO BEGINNING CONSTRUCTION. PROTECT IN PLACE ALL EXISTING UTILITIES UNLESS OTHERWISE NOTED.
3. ALL EXISTING VALVES AND MANHOLES SHALL BE RESTORED TO ORIGINAL CONDITION, FLUSH WITH ADJACENT PAVEMENT AND SHALL BE FREE OF DEBRIS RESULTING FROM THE PAVING PROCESS.
4. EXISTING PAVEMENT STRIPES AND MARKING SHALL BE REMOVED PRIOR TO SLURRY SEAL TREATMENT. REMOVAL OF YELLOW STRIPES IS REQUIRED PRIOR TO COLD MILLING.
5. LIMITS OF PAVEMENT ARE SCHEMATIC. CONTRACTOR SHALL FIELD VERIFY EXISTING EDGE OF PAVEMENT BEFORE START OF CONSTRUCTION.

DATE | REVISIONS | NO.

SCALE: AS SHOWN | DRAWN: HM/JG | DESIGNED: DS | CHECKED: LL

PROFESSIONAL ENGINEER * REGISTERED * No. C 76738 * DAVID SETO * STATE OF CALIFORNIA

PREPARED BY:
CSG CONSULTANTS, INC.
550 PILGRIM DRIVE
FOSTER CITY, CA 94404
PHONE: (650) 522-2500
FAX: (650) 522-2599
EMPLOYEE-OWNED

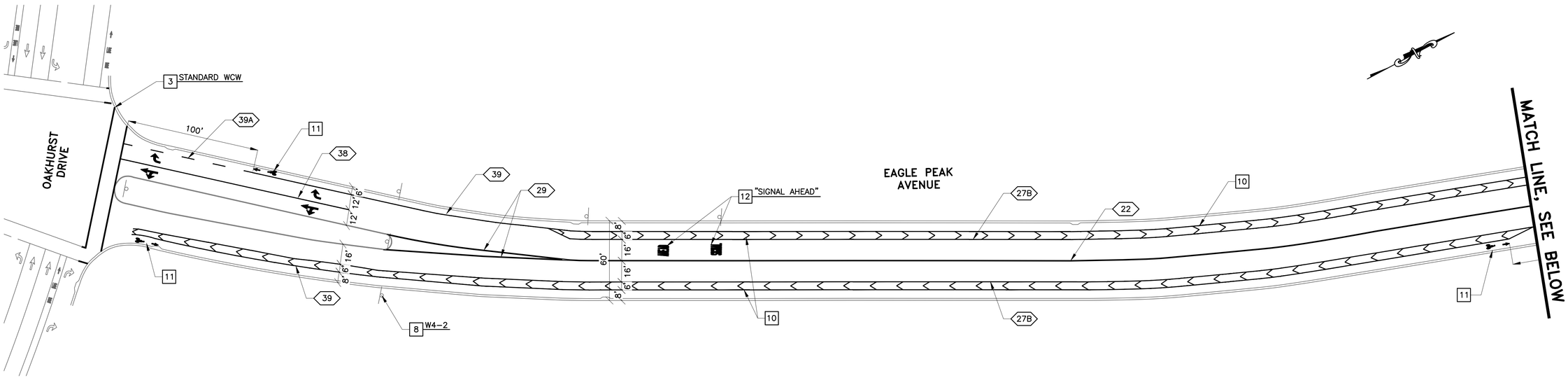
PREPARED FOR:
CITY OF CLAYTON
Founded 1857 Incorporated 1964
CONTRA COSTA COUNTY – CALIFORNIA

TITLE:
2026 NEIGHBORHOOD STREET REHABILITATION PROJECT
PAVEMENT IMPROVEMENT PLAN

SHEET: 9 OF 30

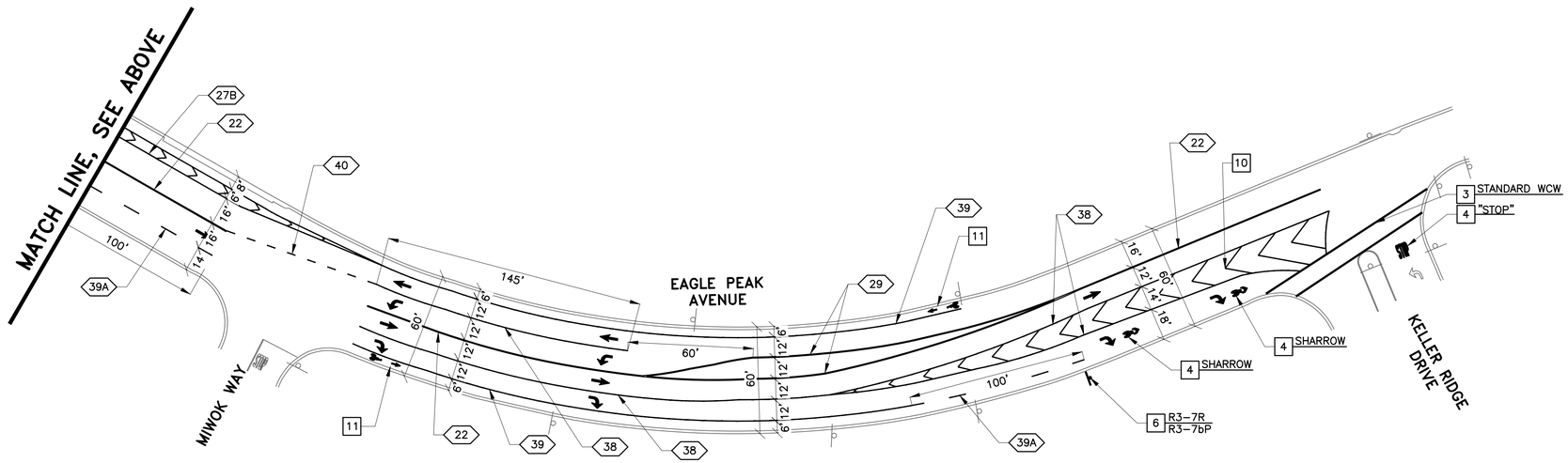
DATE: 05/08/26

JOB#: 26.839



SEGMENT 1 – EAGLE PEAK AVENUE

SCALE: 1"=40'



SEGMENT 1 – EAGLE PEAK AVENUE

SCALE: 1"=40'

LEGEND:

SYMBOL	ITEM DESCRIPTION
	LIMIT LINE
	CROSSWALK – STANDARD, LADDER
	PAVEMENT MARKINGS
	TWO-WAY REFLECTIVE BLUE PAVEMENT MARKER
	EX FIRE HYDRANT
	EX LIGHT POLE
	EX SIGN
	NEW SIGN
XX	CALTRANS STRIPING DETAIL NUMBER

811 Know what's below. Call before you dig.

GRAPHIC SCALE
40 0 40 80

PROJECT NOTES:

1. PROTECT IN PLACE.
2. 12" LIMIT LINE PER DETAIL S3 ON SHEET 29.
3. THERMOPLASTIC CROSSWALK PER DETAIL S1 ON SHEET 29.
4. PAVEMENT MARKING PER CALTRANS STD. DETAILS A24A–A24E, & A24G.
5. ACCESSIBLE SINGLE PARKING STALL PER CALTRANS STD. DETAILS A90A.
6. SIGN POST PER COUNTY STD DETAIL CRS1.
7. TWO-WAY REFLECTIVE BLUE PAVEMENT MARKER.
8. REMOVE EXISTING SIGN.
9. INSTALL SIGN ON EXISTING LIGHT POLE.
10. CHEVRON MARKING PER DETAIL S5 ON SHEET 29.
11. BIKE ARROW AND SYMBOL PER DETAIL S2 ON SHEET 29.
12. PAVEMENT MARKING PER DETAIL S4 ON SHEET 29.

SIGNING & STRIPING NOTES:

1. THE CONTRACTOR SHALL INSTALL A BLUE REFLECTOR ON FIRE HYDRANT SIDE AT ALL FIRE HYDRANT LOCATIONS, REGARDLESS OF SHOWN ON THE PLAN OR NOT, PER CA–MUTCD, SECTION 3B.11 AND FIGURE 3B–102.
2. ALL PAVEMENT MARKINGS, STRIPING AND CROSSWALKS SHALL BE THERMOPLASTIC.
3. STRIPING AND MARKINGS SHALL CONFORM TO THE CALTRANS SPECIFICATIONS (LATEST EDITION) SECTION 84 AND THE CA–MUTCD (LATEST EDITION).
4. SIGNAGE SHALL CONFORM TO THE CA–MUTCD (LATEST EDITION) AND CALTRANS SPECIFICATIONS (LATEST EDITION) SECTION 82.
5. THE CONTRACTOR SHALL REMOVE ANY EXISTING SIGNS IN CONFLICT WITH THESE PLANS AS DIRECTED BY THE CITY TRAFFIC ENGINEER. EXISTING STRIPING AND MARKINGS IN CONFLICT WITH THESE PLANS SHALL BE REMOVED BY THE CONTRACTOR. PAVEMENT SHALL BE REPAIRED IF DAMAGED IN CONJUNCTION WITH REMOVAL OF MARKERS.
6. REMOVAL OF EXISTING PAVEMENT MARKINGS AND STRIPING SHALL BE REMOVED BY GRINDING PER CALTRANS STANDARD SPECIFICATIONS SECTION 84.
7. THE CONTRACTOR SHALL NOTIFY THE ENGINEER A MINIMUM OF TWO (2) WORKING DAYS IN ADVANCE TO VERIFY THE LAYOUT AND CAT–TRACKING OF THE PROPOSED IMPROVEMENTS. CAT–TRACKING TO BE APPROVED BY TRAFFIC ENGINEERING PRIOR TO FINAL ACCEPTANCE OF STRIPING AND PAVEMENT MARKINGS.
8. THE CONTRACTOR SHALL ENSURE THAT THE APPROPRIATE STRIPING AND PAVEMENT MARKINGS ARE IN PLACE AT ALL TIMES. TEMPORARY STRIPING AND/OR PAVEMENT MARKINGS SHALL BE INSTALLED TO REPLACE ANY EXISTING STRIPING OR MARKINGS WHICH HAVE BEEN REMOVED. ANY CONFLICTING STRIPING SHALL BE REMOVED IMMEDIATELY BY THE CONTRACTOR PRIOR TO REOPENING THE STREET TO TRAFFIC.
9. ALL DIMENSIONS SHOWN ARE FROM FACE OF CURB, UNLESS OTHERWISE NOTED.
10. THE CONTRACTOR SHALL REPLACE ANY PAVEMENT DELINEATION AND TRAFFIC MARKINGS THAT ARE DAMAGED DURING THE COURSE OF WORK AT NO ADDITIONAL COST TO THE CITY.
11. REFRESH EXISTING CURB PAINT MATCHING EXISTING COLOR, REGARDLESS OF SHOWN ON THE PLAN OR NOT.

DATE	REVISIONS	NO.	SCALE: AS SHOWN
			DRAWN: HM/JG
			DESIGNED: DS
			CHECKED: LL

REGISTERED PROFESSIONAL ENGINEER DAVID SETO No. C 76738 STATE OF CALIFORNIA

PREPARED BY:
CSG CONSULTANTS, INC.
550 PILGRIM DRIVE
FOSTER CITY, CA 94404
PHONE: (650) 522–2500
FAX: (650) 522–2599
EMPLOYEE–OWNED

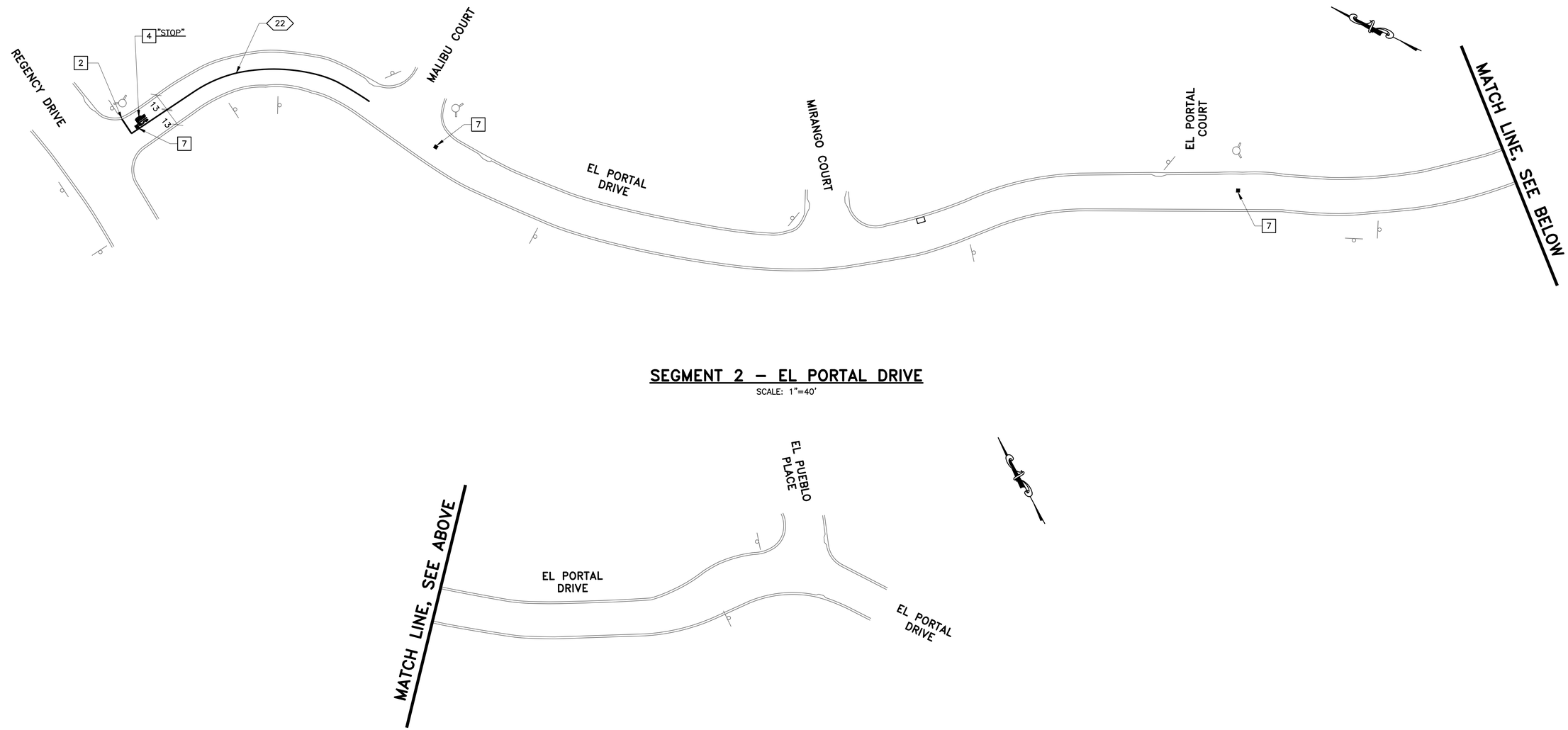
PREPARED FOR:
CITY OF CLAYTON
CONTRA COSTA COUNTY – CALIFORNIA

TITLE:
2026 NEIGHBORHOOD STREET REHABILITATION PROJECT
SIGNING AND STRIPING PLAN

SHEET: 10 OF 30

DATE: 05/08/26

JOB#: 26.839



SEGMENT 2 – EL PORTAL DRIVE

SCALE: 1"=40'

SEGMENT 2 – EL PORTAL DRIVE

SCALE: 1"=40'

LEGEND:

SYMBOL	ITEM DESCRIPTION
	LIMIT LINE
	CROSSWALK – STANDARD, LADDER
	PAVEMENT MARKINGS
■	TWO–WAY REFLECTIVE BLUE PAVEMENT MARKER
	EX FIRE HYDRANT
	EX LIGHT POLE
	EX SIGN
	NEW SIGN
XX	CALTRANS STRIPING DETAIL NUMBER

811 Know what's below. Call before you dig.

GRAPHIC SCALE
40 0 40 80

PROJECT NOTES:

1. PROTECT IN PLACE.
2. 12" LIMIT LINE PER DETAIL S3 ON SHEET 29.
3. THERMOPLASTIC CROSSWALK PER DETAIL S1 ON SHEET 29.
4. PAVEMENT MARKING PER CALTRANS STD. DETAILS A24A–A24E, & A24G.
5. ACCESSIBLE SINGLE PARKING STALL PER CALTRANS STD. DETAILS A90A.
6. SIGN POST PER COUNTY STD DETAIL CRS1.
7. TWO–WAY REFLECTIVE BLUE PAVEMENT MARKER.
8. REMOVE EXISTING SIGN.
9. INSTALL SIGN ON EXISTING LIGHT POLE.
10. CHEVRON MARKING PER DETAIL S5 ON SHEET 29.
11. BIKE ARROW AND SYMBOL PER DETAIL S2 ON SHEET 29.
12. PAVEMENT MARKING PER DETAIL S4 ON SHEET 29.

SIGNING & STRIPING NOTES:

1. THE CONTRACTOR SHALL INSTALL A BLUE REFLECTOR ON FIRE HYDRANT SIDE AT ALL FIRE HYDRANT LOCATIONS, REGARDLESS OF SHOWN ON THE PLAN OR NOT, PER CA–MUTCD, SECTION 3B.11 AND FIGURE 3B–102.
2. ALL PAVEMENT MARKINGS, STRIPING AND CROSSWALKS SHALL BE THERMOPLASTIC.
3. STRIPING AND MARKINGS SHALL CONFORM TO THE CALTRANS SPECIFICATIONS (LATEST EDITION) SECTION 84 AND THE CA–MUTCD (LATEST EDITION).
4. SIGNAGE SHALL CONFORM TO THE CA–MUTCD (LATEST EDITION) AND CALTRANS SPECIFICATIONS (LATEST EDITION) SECTION 82.
5. THE CONTRACTOR SHALL REMOVE ANY EXISTING SIGNS IN CONFLICT WITH THESE PLANS AS DIRECTED BY THE CITY TRAFFIC ENGINEER. EXISTING STRIPING AND MARKINGS IN CONFLICT WITH THESE PLANS SHALL BE REMOVED BY THE CONTRACTOR. PAVEMENT SHALL BE REPAIRED IF DAMAGED IN CONJUNCTION WITH REMOVAL OF MARKERS.
6. REMOVAL OF EXISTING PAVEMENT MARKINGS AND STRIPING SHALL BE REMOVED BY GRINDING PER CALTRANS STANDARD SPECIFICATIONS SECTION 84.
7. THE CONTRACTOR SHALL NOTIFY THE ENGINEER A MINIMUM OF TWO (2) WORKING DAYS IN ADVANCE TO VERIFY THE LAYOUT AND CAT–TRACKING OF THE PROPOSED IMPROVEMENTS. CAT–TRACKING TO BE APPROVED BY TRAFFIC ENGINEERING PRIOR TO FINAL ACCEPTANCE OF STRIPING AND PAVEMENT MARKINGS.
8. THE CONTRACTOR SHALL ENSURE THAT THE APPROPRIATE STRIPING AND PAVEMENT MARKINGS ARE IN PLACE AT ALL TIMES. TEMPORARY STRIPING AND/OR PAVEMENT MARKINGS SHALL BE INSTALLED TO REPLACE ANY EXISTING STRIPING OR MARKINGS WHICH HAVE BEEN REMOVED. ANY CONFLICTING STRIPING SHALL BE REMOVED IMMEDIATELY BY THE CONTRACTOR PRIOR TO REOPENING THE STREET TO TRAFFIC.
9. ALL DIMENSIONS SHOWN ARE FROM FACE OF CURB, UNLESS OTHERWISE NOTED.
10. THE CONTRACTOR SHALL REPLACE ANY PAVEMENT DELINEATION AND TRAFFIC MARKINGS THAT ARE DAMAGED DURING THE COURSE OF WORK AT NO ADDITIONAL COST TO THE CITY.
11. REFRESH EXISTING CURB PAINT MATCHING EXISTING COLOR, REGARDLESS OF SHOWN ON THE PLAN OR NOT.

DATE	REVISIONS	NO.

SCALE: AS SHOWN
DRAWN: HM/JG
DESIGNED: DS
CHECKED: LL

REGISTERED PROFESSIONAL ENGINEER DAVID SETO No. 76738 STATE OF CALIFORNIA

PREPARED BY:
CSG CONSULTANTS, INC.
550 PILGRIM DRIVE
FOSTER CITY, CA 94404
PHONE: (650) 522–2500
FAX: (650) 522–2599
EMPLOYEE–OWNED

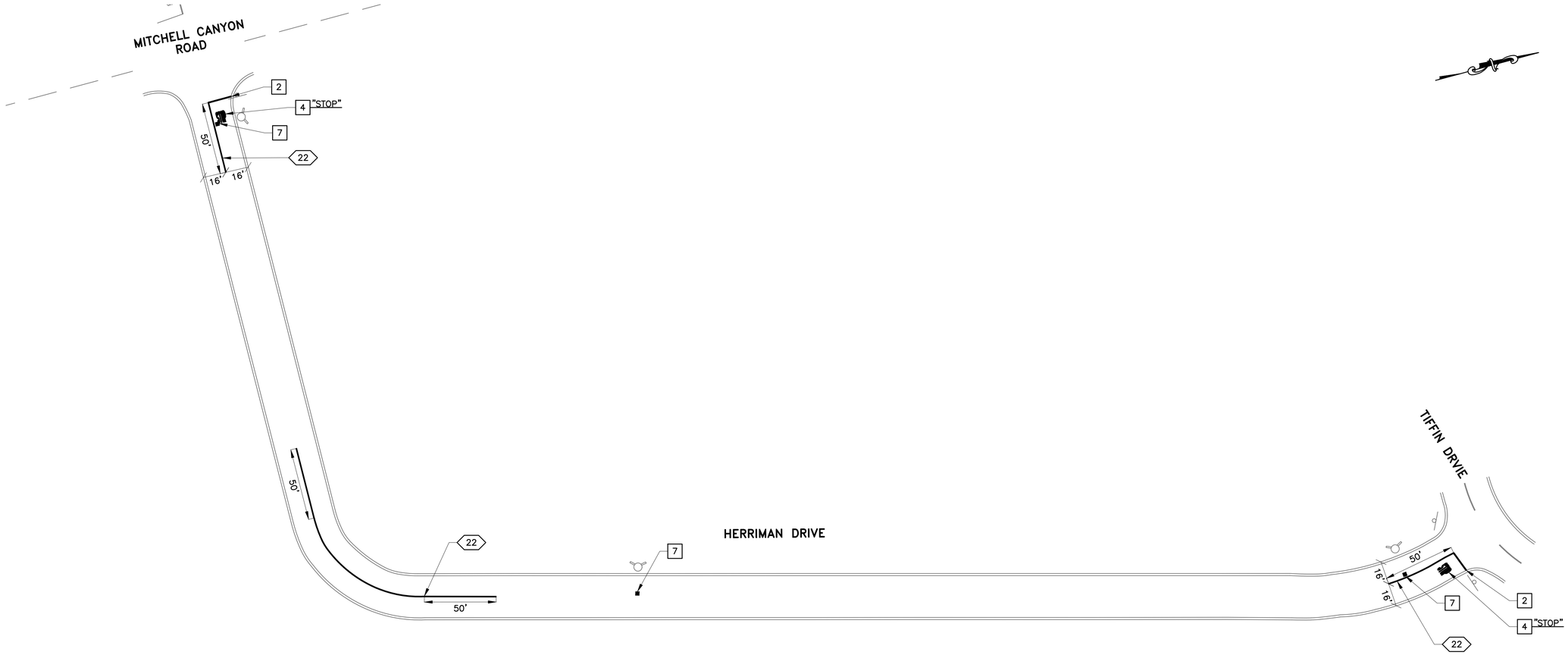
PREPARED FOR:
CITY OF CLAYTON
CONTRA COSTA COUNTY – CALIFORNIA

TITLE:
2026 NEIGHBORHOOD STREET REHABILITATION PROJECT
SIGNING AND STRIPING PLAN

SHEET: 11 OF 30

DATE: 05/08/26

JOB#: 26.839



SEGMENT 3 – HERRIMAN DRIVE

SCALE: 1"=40'

LEGEND:

SYMBOL	ITEM DESCRIPTION
———	LIMIT LINE
IIIIII	CROSSWALK – STANDARD, LADDER
STOP	PAVEMENT MARKINGS
▪	TWO–WAY REFLECTIVE BLUE PAVEMENT MARKER
	EX FIRE HYDRANT
	EX LIGHT POLE
	EX SIGN
	NEW SIGN
XX	CALTRANS STRIPING DETAIL NUMBER

811 Know what's below. Call before you dig.

GRAPHIC SCALE

40 0 40 80

PROJECT NOTES:

1. PROTECT IN PLACE.
2. 12" LIMIT LINE PER DETAIL S3 ON SHEET 29.
3. THERMOPLASTIC CROSSWALK PER DETAIL S1 ON SHEET 29.
4. PAVEMENT MARKING PER CALTRANS STD. DETAILS A24A–A24E, & A24G.
5. ACCESSIBLE SINGLE PARKING STALL PER CALTRANS STD. DETAILS A90A.
6. SIGN POST PER COUNTY STD DETAIL CRS1.
7. TWO–WAY REFLECTIVE BLUE PAVEMENT MARKER.
8. REMOVE EXISTING SIGN.
9. INSTALL SIGN ON EXISTING LIGHT POLE.
10. CHEVRON MARKING PER DETAIL S5 ON SHEET 29.
11. BIKE ARROW AND SYMBOL PER DETAIL S2 ON SHEET 29.
12. PAVEMENT MARKING PER DETAIL S4 ON SHEET 29.

SIGNING & STRIPING NOTES:

1. THE CONTRACTOR SHALL INSTALL A BLUE REFLECTOR ON FIRE HYDRANT SIDE AT ALL FIRE HYDRANT LOCATIONS, REGARDLESS OF SHOWN ON THE PLAN OR NOT, PER CA–MUTCD, SECTION 3B.11 AND FIGURE 3B–102.
2. ALL PAVEMENT MARKINGS, STRIPING AND CROSSWALKS SHALL BE THERMOPLASTIC.
3. STRIPING AND MARKINGS SHALL CONFORM TO THE CALTRANS SPECIFICATIONS (LATEST EDITION) SECTION 84 AND THE CA–MUTCD (LATEST EDITION).
4. SIGNAGE SHALL CONFORM TO THE CA–MUTCD (LATEST EDITION) AND CALTRANS SPECIFICATIONS (LATEST EDITION) SECTION 82.
5. THE CONTRACTOR SHALL REMOVE ANY EXISTING SIGNS IN CONFLICT WITH THESE PLANS AS DIRECTED BY THE CITY TRAFFIC ENGINEER. EXISTING STRIPING AND MARKINGS IN CONFLICT WITH THESE PLANS SHALL BE REMOVED BY THE CONTRACTOR. PAVEMENT SHALL BE REPAIRED IF DAMAGED IN CONJUNCTION WITH REMOVAL OF MARKERS.
6. REMOVAL OF EXISTING PAVEMENT MARKINGS AND STRIPING SHALL BE REMOVED BY GRINDING PER CALTRANS STANDARD SPECIFICATIONS SECTION 84.
7. THE CONTRACTOR SHALL NOTIFY THE ENGINEER A MINIMUM OF TWO (2) WORKING DAYS IN ADVANCE TO VERIFY THE LAYOUT AND CAT–TRACKING OF THE PROPOSED IMPROVEMENTS. CAT–TRACKING TO BE APPROVED BY TRAFFIC ENGINEERING PRIOR TO FINAL ACCEPTANCE OF STRIPING AND PAVEMENT MARKINGS.
8. THE CONTRACTOR SHALL ENSURE THAT THE APPROPRIATE STRIPING AND PAVEMENT MARKINGS ARE IN PLACE AT ALL TIMES. TEMPORARY STRIPING AND/OR PAVEMENT MARKINGS SHALL BE INSTALLED TO REPLACE ANY EXISTING STRIPING OR MARKINGS WHICH HAVE BEEN REMOVED. ANY CONFLICTING STRIPING SHALL BE REMOVED IMMEDIATELY BY THE CONTRACTOR PRIOR TO REOPENING THE STREET TO TRAFFIC.
9. ALL DIMENSIONS SHOWN ARE FROM FACE OF CURB, UNLESS OTHERWISE NOTED.
10. THE CONTRACTOR SHALL REPLACE ANY PAVEMENT DELINEATION AND TRAFFIC MARKINGS THAT ARE DAMAGED DURING THE COURSE OF WORK AT NO ADDITIONAL COST TO THE CITY.
11. REFRESH EXISTING CURB PAINT MATCHING EXISTING COLOR, REGARDLESS OF SHOWN ON THE PLAN OR NOT.

DATE	REVISIONS	NO.

SCALE: AS SHOWN | DRAWN: HM/JG | DESIGNED: DS | CHECKED: LL

REGISTERED PROFESSIONAL ENGINEER DAVID SETO No. 76738 STATE OF CALIFORNIA

PREPARED BY:
CSG CONSULTANTS, INC.
550 PILGRIM DRIVE
FOSTER CITY, CA 94404
PHONE: (650) 522–2500
FAX: (650) 522–2599
EMPLOYEE–OWNED

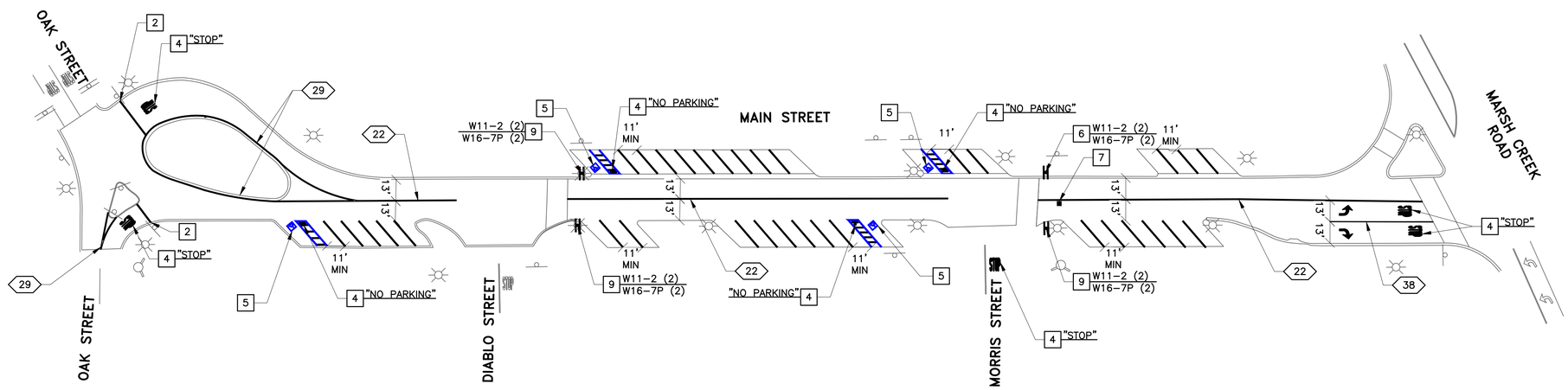
PREPARED FOR: CITY OF CLAYTON
CONTRA COSTA COUNTY – CALIFORNIA

TITLE: 2026 NEIGHBORHOOD STREET REHABILITATION PROJECT
SIGNING AND STRIPING PLAN

SHEET: 12 OF 30

DATE: 05/08/26

JOB#: 26.839



SEGMENT 4 – MAIN STREET

SCALE: 1"=40'

LEGEND:

SYMBOL	ITEM DESCRIPTION
	LIMIT LINE
	CROSSWALK – STANDARD, LADDER
SP	PAVEMENT MARKINGS
▪	TWO-WAY REFLECTIVE BLUE PAVEMENT MARKER
	EX FIRE HYDRANT
	EX LIGHT POLE
	EX SIGN
	NEW SIGN
XX	CALTRANS STRIPING DETAIL NUMBER

811 Know what's below. Call before you dig.

GRAPHIC SCALE
40 0 40 80

PROJECT NOTES:

1. PROTECT IN PLACE.
2. 12" LIMIT LINE PER DETAIL S3 ON SHEET 29.
3. THERMOPLASTIC CROSSWALK PER DETAIL S1 ON SHEET 29.
4. PAVEMENT MARKING PER CALTRANS STD. DETAILS A24A–A24E, & A24G.
5. ACCESSIBLE SINGLE PARKING STALL PER CALTRANS STD. DETAILS A90A.
6. SIGN POST PER COUNTY STD DETAIL CRS1.
7. TWO-WAY REFLECTIVE BLUE PAVEMENT MARKER.
8. REMOVE EXISTING SIGN.
9. INSTALL SIGN ON EXISTING LIGHT POLE.
10. CHEVRON MARKING PER DETAIL S5 ON SHEET 29.
11. BIKE ARROW AND SYMBOL PER DETAIL S2 ON SHEET 29.
12. PAVEMENT MARKING PER DETAIL S4 ON SHEET 29.

SIGNING & STRIPING NOTES:

1. THE CONTRACTOR SHALL INSTALL A BLUE REFLECTOR ON FIRE HYDRANT SIDE AT ALL FIRE HYDRANT LOCATIONS, REGARDLESS OF SHOWN ON THE PLAN OR NOT, PER CA–MUTCD, SECTION 3B.11 AND FIGURE 3B–102.
2. ALL PAVEMENT MARKINGS, STRIPING AND CROSSWALKS SHALL BE THERMOPLASTIC.
3. STRIPING AND MARKINGS SHALL CONFORM TO THE CALTRANS SPECIFICATIONS (LATEST EDITION) SECTION 84 AND THE CA–MUTCD (LATEST EDITION).
4. SIGNAGE SHALL CONFORM TO THE CA–MUTCD (LATEST EDITION) AND CALTRANS SPECIFICATIONS (LATEST EDITION) SECTION 82.
5. THE CONTRACTOR SHALL REMOVE ANY EXISTING SIGNS IN CONFLICT WITH THESE PLANS AS DIRECTED BY THE CITY TRAFFIC ENGINEER. EXISTING STRIPING AND MARKINGS IN CONFLICT WITH THESE PLANS SHALL BE REMOVED BY THE CONTRACTOR. PAVEMENT SHALL BE REPAIRED IF DAMAGED IN CONJUNCTION WITH REMOVAL OF MARKERS.
6. REMOVAL OF EXISTING PAVEMENT MARKINGS AND STRIPING SHALL BE REMOVED BY GRINDING PER CALTRANS STANDARD SPECIFICATIONS SECTION 84.
7. THE CONTRACTOR SHALL NOTIFY THE ENGINEER A MINIMUM OF TWO (2) WORKING DAYS IN ADVANCE TO VERIFY THE LAYOUT AND CAT–TRACKING OF THE PROPOSED IMPROVEMENTS. CAT–TRACKING TO BE APPROVED BY TRAFFIC ENGINEERING PRIOR TO FINAL ACCEPTANCE OF STRIPING AND PAVEMENT MARKINGS.
8. THE CONTRACTOR SHALL ENSURE THAT THE APPROPRIATE STRIPING AND PAVEMENT MARKINGS ARE IN PLACE AT ALL TIMES. TEMPORARY STRIPING AND/OR PAVEMENT MARKINGS SHALL BE INSTALLED TO REPLACE ANY EXISTING STRIPING OR MARKINGS WHICH HAVE BEEN REMOVED. ANY CONFLICTING STRIPING SHALL BE REMOVED IMMEDIATELY BY THE CONTRACTOR PRIOR TO REOPENING THE STREET TO TRAFFIC.
9. ALL DIMENSIONS SHOWN ARE FROM FACE OF CURB, UNLESS OTHERWISE NOTED.
10. THE CONTRACTOR SHALL REPLACE ANY PAVEMENT DELINEATION AND TRAFFIC MARKINGS THAT ARE DAMAGED DURING THE COURSE OF WORK AT NO ADDITIONAL COST TO THE CITY.
11. REFRESH EXISTING CURB PAINT MATCHING EXISTING COLOR, REGARDLESS OF SHOWN ON THE PLAN OR NOT.

NO.	REVISIONS	DATE

SCALE: AS SHOWN
DRAWN: HM/JG
DESIGNED: DS
CHECKED: LL

REGISTERED PROFESSIONAL ENGINEER DAVID SETO No. C76738 STATE OF CALIFORNIA

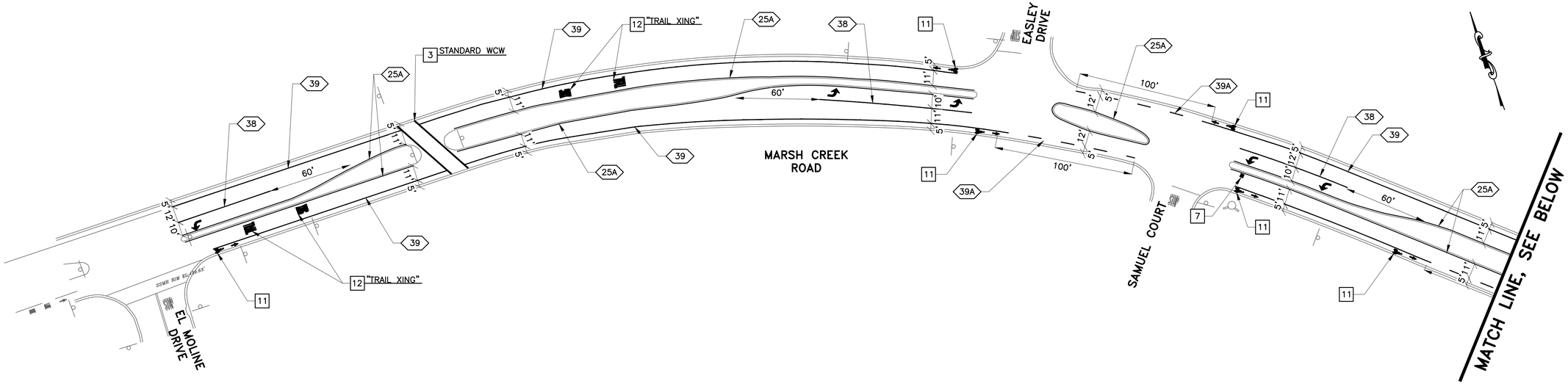
PREPARED BY:
CSG CONSULTANTS, INC.
550 PILGRIM DRIVE
FOSTER CITY, CA 94404
PHONE: (650) 522–2500
FAX: (650) 522–2599
EMPLOYEE–OWNED

PREPARED FOR:
CITY OF CLAYTON
CONTRA COSTA COUNTY – CALIFORNIA

TITLE:
2026 NEIGHBORHOOD STREET REHABILITATION PROJECT
SIGNING AND STRIPING PLAN

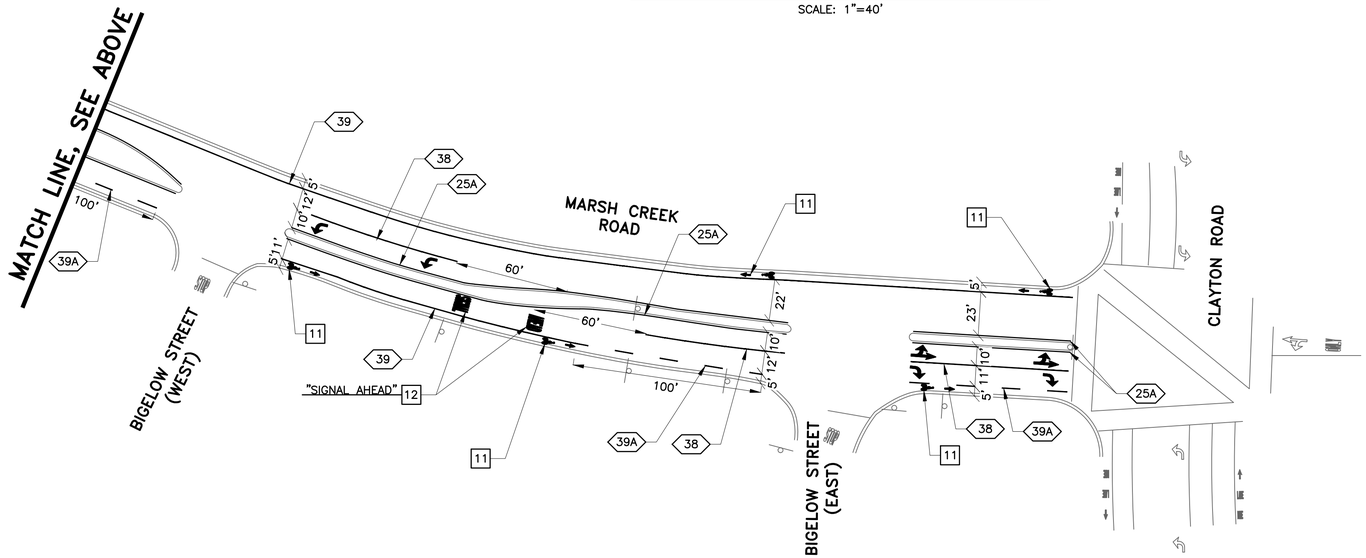
SHEET: 13 OF 30
DATE: 05/08/26
JOB#: 26.839

\\SERVER2\clients\DESIGN\26.839 – Clayton 2026 Neighborhood Street Rehabilitation\PLANS\10–16–STRIPING PLAN–839.dwg@ 05/15/26 @ 10:13:47 AM



SEGMENT 5 – MARSH CREEK ROAD

SCALE: 1"=40'



SEGMENT 5 – MARSH CREEK ROAD

SCALE: 1"=40'

LEGEND:

SYMBOL	ITEM DESCRIPTION
	LIMIT LINE
	CROSSWALK – STANDARD, LADDER
	PAVEMENT MARKINGS
	TWO–WAY REFLECTIVE BLUE PAVEMENT MARKER
	EX FIRE HYDRANT
	EX LIGHT POLE
	EX SIGN
	NEW SIGN
XX	CALTRANS STRIPING DETAIL NUMBER

811 Know what's below. Call before you dig.

GRAPHIC SCALE
40 0 40 80

PROJECT NOTES:

1. PROTECT IN PLACE.
2. 12" LIMIT LINE PER DETAIL S3 ON SHEET 29.
3. THERMOPLASTIC CROSSWALK PER DETAIL S1 ON SHEET 29.
4. PAVEMENT MARKING PER CALTRANS STD. DETAILS A24A–A24E, & A24G.
5. ACCESSIBLE SINGLE PARKING STALL PER CALTRANS STD. DETAILS A90A.
6. SIGN POST PER COUNTY STD DETAIL CRS1.
7. TWO–WAY REFLECTIVE BLUE PAVEMENT MARKER.
8. REMOVE EXISTING SIGN.
9. INSTALL SIGN ON EXISTING LIGHT POLE.
10. CHEVRON MARKING PER DETAIL S5 ON SHEET 29.
11. BIKE ARROW AND SYMBOL PER DETAIL S2 ON SHEET 29.
12. PAVEMENT MARKING PER DETAIL S4 ON SHEET 29.

SIGNING & STRIPING NOTES:

1. THE CONTRACTOR SHALL INSTALL A BLUE REFLECTOR ON FIRE HYDRANT SIDE AT ALL FIRE HYDRANT LOCATIONS, REGARDLESS OF SHOWN ON THE PLAN OR NOT, PER CA–MUTCD, SECTION 3B.11 AND FIGURE 3B–102.
2. ALL PAVEMENT MARKINGS, STRIPING AND CROSSWALKS SHALL BE THERMOPLASTIC.
3. STRIPING AND MARKINGS SHALL CONFORM TO THE CALTRANS SPECIFICATIONS (LATEST EDITION) SECTION 84 AND THE CA–MUTCD (LATEST EDITION).
4. SIGNAGE SHALL CONFORM TO THE CA–MUTCD (LATEST EDITION) AND CALTRANS SPECIFICATIONS (LATEST EDITION) SECTION 82.
5. THE CONTRACTOR SHALL REMOVE ANY EXISTING SIGNS IN CONFLICT WITH THESE PLANS AS DIRECTED BY THE CITY TRAFFIC ENGINEER. EXISTING STRIPING AND MARKINGS IN CONFLICT WITH THESE PLANS SHALL BE REMOVED BY THE CONTRACTOR. PAVEMENT SHALL BE REPAIRED IF DAMAGED IN CONJUNCTION WITH REMOVAL OF MARKERS.
6. REMOVAL OF EXISTING PAVEMENT MARKINGS AND STRIPING SHALL BE REMOVED BY GRINDING PER CALTRANS STANDARD SPECIFICATIONS SECTION 84.
7. THE CONTRACTOR SHALL NOTIFY THE ENGINEER A MINIMUM OF TWO (2) WORKING DAYS IN ADVANCE TO VERIFY THE LAYOUT AND CAT–TRACKING OF THE PROPOSED IMPROVEMENTS. CAT–TRACKING TO BE APPROVED BY TRAFFIC ENGINEERING PRIOR TO FINAL ACCEPTANCE OF STRIPING AND PAVEMENT MARKINGS.
8. THE CONTRACTOR SHALL ENSURE THAT THE APPROPRIATE STRIPING AND PAVEMENT MARKINGS ARE IN PLACE AT ALL TIMES. TEMPORARY STRIPING AND/OR PAVEMENT MARKINGS SHALL BE INSTALLED TO REPLACE ANY EXISTING STRIPING OR MARKINGS WHICH HAVE BEEN REMOVED. ANY CONFLICTING STRIPING SHALL BE REMOVED IMMEDIATELY BY THE CONTRACTOR PRIOR TO REOPENING THE STREET TO TRAFFIC.
9. ALL DIMENSIONS SHOWN ARE FROM FACE OF CURB, UNLESS OTHERWISE NOTED.
10. THE CONTRACTOR SHALL REPLACE ANY PAVEMENT DELINEATION AND TRAFFIC MARKINGS THAT ARE DAMAGED DURING THE COURSE OF WORK AT NO ADDITIONAL COST TO THE CITY.
11. REFRESH EXISTING CURB PAINT MATCHING EXISTING COLOR, REGARDLESS OF SHOWN ON THE PLAN OR NOT.

NO.	REVISIONS	DATE

SCALE: AS SHOWN
DRAWN: HM/JG
DESIGNED: DS
CHECKED: LL

REGISTERED PROFESSIONAL ENGINEER DAVID SETO No. 76738 STATE OF CALIFORNIA

PREPARED BY:
CSG CONSULTANTS, INC.
550 PILGRIM DRIVE
FOSTER CITY, CA 94404
PHONE: (650) 522–2500
FAX: (650) 522–2599
EMPLOYEE–OWNED

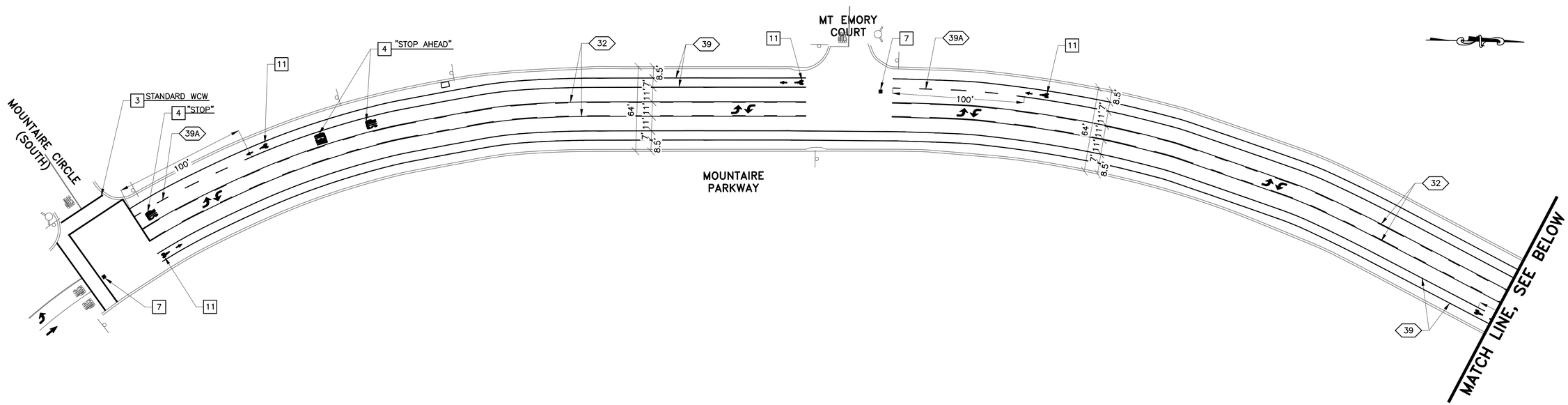
PREPARED FOR:
CITY OF CLAYTON
Founded 1857 Incorporated 1964
CONTRA COSTA COUNTY – CALIFORNIA

TITLE:
2026 NEIGHBORHOOD STREET REHABILITATION PROJECT
SIGNING AND STRIPING PLAN

SHEET: 14 OF 30

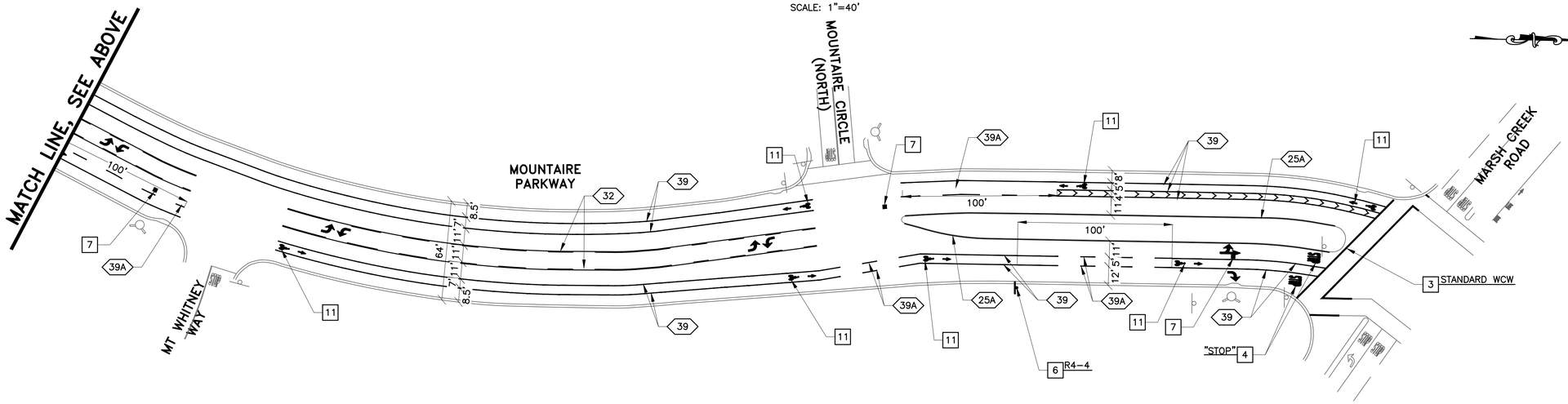
DATE: 05/08/26

JOB#: 26.839



SEGMENT 6 – MOUNTAIRE PARKWAY

SCALE: 1"=40'



SEGMENT 6 – MOUNTAIRE PARKWAY

SCALE: 1"=40'

LEGEND:

SYMBOL	ITEM DESCRIPTION
	LIMIT LINE
	CROSSWALK – STANDARD, LADDER
	PAVEMENT MARKINGS
	TWO–WAY REFLECTIVE BLUE PAVEMENT MARKER
	EX FIRE HYDRANT
	EX LIGHT POLE
	EX SIGN
	NEW SIGN
XX	CALTRANS STRIPING DETAIL NUMBER

811 Know what's below. Call before you dig.

GRAPHIC SCALE
40 0 40 80

PROJECT NOTES:

1. PROTECT IN PLACE.
2. 12" LIMIT LINE PER DETAIL S3 ON SHEET 29.
3. THERMOPLASTIC CROSSWALK PER DETAIL S1 ON SHEET 29.
4. PAVEMENT MARKING PER CALTRANS STD. DETAILS A24A–A24E, & A24G.
5. ACCESSIBLE SINGLE PARKING STALL PER CALTRANS STD. DETAILS A90A.
6. SIGN POST PER COUNTY STD DETAIL CRS1.
7. TWO–WAY REFLECTIVE BLUE PAVEMENT MARKER.
8. REMOVE EXISTING SIGN.
9. INSTALL SIGN ON EXISTING LIGHT POLE.
10. CHEVRON MARKING PER DETAIL S5 ON SHEET 29.
11. BIKE ARROW AND SYMBOL PER DETAIL S2 ON SHEET 29.
12. PAVEMENT MARKING PER DETAIL S4 ON SHEET 29.

SIGNING & STRIPING NOTES:

1. THE CONTRACTOR SHALL INSTALL A BLUE REFLECTOR ON FIRE HYDRANT SIDE AT ALL FIRE HYDRANT LOCATIONS, REGARDLESS OF SHOWN ON THE PLAN OR NOT, PER CA–MUTCD, SECTION 3B.11 AND FIGURE 3B–102.
2. ALL PAVEMENT MARKINGS, STRIPING AND CROSSWALKS SHALL BE THERMOPLASTIC.
3. STRIPING AND MARKINGS SHALL CONFORM TO THE CALTRANS SPECIFICATIONS (LATEST EDITION) SECTION 84 AND THE CA–MUTCD (LATEST EDITION).
4. SIGNAGE SHALL CONFORM TO THE CA–MUTCD (LATEST EDITION) AND CALTRANS SPECIFICATIONS (LATEST EDITION) SECTION 82.
5. THE CONTRACTOR SHALL REMOVE ANY EXISTING SIGNS IN CONFLICT WITH THESE PLANS AS DIRECTED BY THE CITY TRAFFIC ENGINEER. EXISTING STRIPING AND MARKINGS IN CONFLICT WITH THESE PLANS SHALL BE REMOVED BY THE CONTRACTOR. PAVEMENT SHALL BE REPAIRED IF DAMAGED IN CONJUNCTION WITH REMOVAL OF MARKERS.
6. REMOVAL OF EXISTING PAVEMENT MARKINGS AND STRIPING SHALL BE REMOVED BY GRINDING PER CALTRANS STANDARD SPECIFICATIONS SECTION 84.
7. THE CONTRACTOR SHALL NOTIFY THE ENGINEER A MINIMUM OF TWO (2) WORKING DAYS IN ADVANCE TO VERIFY THE LAYOUT AND CAT–TRACKING OF THE PROPOSED IMPROVEMENTS. CAT–TRACKING TO BE APPROVED BY TRAFFIC ENGINEERING PRIOR TO FINAL ACCEPTANCE OF STRIPING AND PAVEMENT MARKINGS.
8. THE CONTRACTOR SHALL ENSURE THAT THE APPROPRIATE STRIPING AND PAVEMENT MARKINGS ARE IN PLACE AT ALL TIMES. TEMPORARY STRIPING AND/OR PAVEMENT MARKINGS SHALL BE INSTALLED TO REPLACE ANY EXISTING STRIPING OR MARKINGS WHICH HAVE BEEN REMOVED. ANY CONFLICTING STRIPING SHALL BE REMOVED IMMEDIATELY BY THE CONTRACTOR PRIOR TO REOPENING THE STREET TO TRAFFIC.
9. ALL DIMENSIONS SHOWN ARE FROM FACE OF CURB, UNLESS OTHERWISE NOTED.
10. THE CONTRACTOR SHALL REPLACE ANY PAVEMENT DELINEATION AND TRAFFIC MARKINGS THAT ARE DAMAGED DURING THE COURSE OF WORK AT NO ADDITIONAL COST TO THE CITY.
11. REFRESH EXISTING CURB PAINT MATCHING EXISTING COLOR, REGARDLESS OF SHOWN ON THE PLAN OR NOT.

DATE	REVISIONS	NO.

SCALE: AS SHOWN | DRAWN: HM/JG | DESIGNED: DS | CHECKED: LL

PROFESSIONAL ENGINEER * REGISTERED * DAVID SETO No. 76738 * STATE OF CALIFORNIA *

PREPARED BY:
CSG CONSULTANTS, INC.
550 PILGRIM DRIVE
FOSTER CITY, CA 94404
PHONE: (650) 522–2500
FAX: (650) 522–2599
EMPLOYEE–OWNED

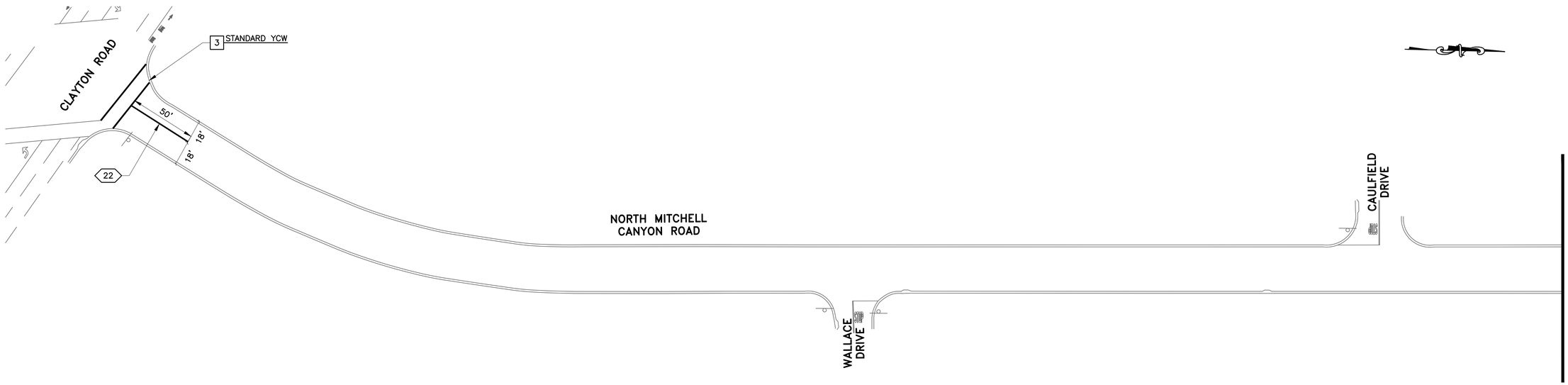
PREPARED FOR:
CITY OF CLAYTON
Founded 1857 Incorporated 1964
CONTRA COSTA COUNTY – CALIFORNIA

TITLE:
2026 NEIGHBORHOOD STREET REHABILITATION PROJECT
SIGNING AND STRIPING PLAN

SHEET: 15 OF 30

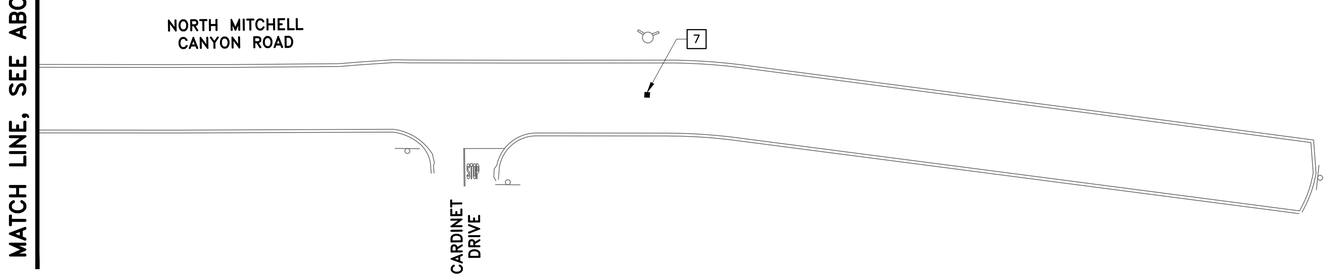
DATE: 05/08/26

JOB#: 26.839



SEGMENT 7 – NORTH MITCHELL CANYON ROAD

SCALE: 1"=40'



SEGMENT 7 – NORTH MITCHELL CANYON ROAD

SCALE: 1"=40'

LEGEND:

SYMBOL	ITEM DESCRIPTION
	LIMIT LINE
	CROSSWALK – STANDARD, LADDER
	PAVEMENT MARKINGS
	TWO–WAY REFLECTIVE BLUE PAVEMENT MARKER
	EX FIRE HYDRANT
	EX LIGHT POLE
	EX SIGN
	NEW SIGN
XX	CALTRANS STRIPING DETAIL NUMBER

811 Know what's below. Call before you dig.

GRAPHIC SCALE
40 0 40 80

PROJECT NOTES:

1. PROTECT IN PLACE.
2. 12" LIMIT LINE PER DETAIL S3 ON SHEET 29.
3. THERMOPLASTIC CROSSWALK PER DETAIL S1 ON SHEET 29.
4. PAVEMENT MARKING PER CALTRANS STD. DETAILS A24A–A24E, & A24G.
5. ACCESSIBLE SINGLE PARKING STALL PER CALTRANS STD. DETAILS A90A.
6. SIGN POST PER COUNTY STD DETAIL CRS1.
7. TWO–WAY REFLECTIVE BLUE PAVEMENT MARKER.
8. REMOVE EXISTING SIGN.
9. INSTALL SIGN ON EXISTING LIGHT POLE.
10. CHEVRON MARKING PER DETAIL S5 ON SHEET 29.
11. BIKE ARROW AND SYMBOL PER DETAIL S2 ON SHEET 29.
12. PAVEMENT MARKING PER DETAIL S4 ON SHEET 29.

SIGNING & STRIPING NOTES:

1. THE CONTRACTOR SHALL INSTALL A BLUE REFLECTOR ON FIRE HYDRANT SIDE AT ALL FIRE HYDRANT LOCATIONS, REGARDLESS OF SHOWN ON THE PLAN OR NOT, PER CA–MUTCD, SECTION 3B.11 AND FIGURE 3B–102.
2. ALL PAVEMENT MARKINGS, STRIPING AND CROSSWALKS SHALL BE THERMOPLASTIC.
3. STRIPING AND MARKINGS SHALL CONFORM TO THE CALTRANS SPECIFICATIONS (LATEST EDITION) SECTION 84 AND THE CA–MUTCD (LATEST EDITION).
4. SIGNAGE SHALL CONFORM TO THE CA–MUTCD (LATEST EDITION) AND CALTRANS SPECIFICATIONS (LATEST EDITION) SECTION 82.
5. THE CONTRACTOR SHALL REMOVE ANY EXISTING SIGNS IN CONFLICT WITH THESE PLANS AS DIRECTED BY THE CITY TRAFFIC ENGINEER. EXISTING STRIPING AND MARKINGS IN CONFLICT WITH THESE PLANS SHALL BE REMOVED BY THE CONTRACTOR. PAVEMENT SHALL BE REPAIRED IF DAMAGED IN CONJUNCTION WITH REMOVAL OF MARKERS.
6. REMOVAL OF EXISTING PAVEMENT MARKINGS AND STRIPING SHALL BE REMOVED BY GRINDING PER CALTRANS STANDARD SPECIFICATIONS SECTION 84.
7. THE CONTRACTOR SHALL NOTIFY THE ENGINEER A MINIMUM OF TWO (2) WORKING DAYS IN ADVANCE TO VERIFY THE LAYOUT AND CAT–TRACKING OF THE PROPOSED IMPROVEMENTS. CAT–TRACKING TO BE APPROVED BY TRAFFIC ENGINEERING PRIOR TO FINAL ACCEPTANCE OF STRIPING AND PAVEMENT MARKINGS.
8. THE CONTRACTOR SHALL ENSURE THAT THE APPROPRIATE STRIPING AND PAVEMENT MARKINGS ARE IN PLACE AT ALL TIMES. TEMPORARY STRIPING AND/OR PAVEMENT MARKINGS SHALL BE INSTALLED TO REPLACE ANY EXISTING STRIPING OR MARKINGS WHICH HAVE BEEN REMOVED. ANY CONFLICTING STRIPING SHALL BE REMOVED IMMEDIATELY BY THE CONTRACTOR PRIOR TO REOPENING THE STREET TO TRAFFIC.
9. ALL DIMENSIONS SHOWN ARE FROM FACE OF CURB, UNLESS OTHERWISE NOTED.
10. THE CONTRACTOR SHALL REPLACE ANY PAVEMENT DELINEATION AND TRAFFIC MARKINGS THAT ARE DAMAGED DURING THE COURSE OF WORK AT NO ADDITIONAL COST TO THE CITY.
11. REFRESH EXISTING CURB PAINT MATCHING EXISTING COLOR, REGARDLESS OF SHOWN ON THE PLAN OR NOT.

DATE	REVISIONS	NO.

SCALE: AS SHOWN
DRAWN: HM/JG
DESIGNED: DS
CHECKED: LL

REGISTERED PROFESSIONAL ENGINEER DAVID SETO No. 76738 STATE OF CALIFORNIA

PREPARED BY:
CSG CONSULTANTS, INC.
550 PILGRIM DRIVE
FOSTER CITY, CA 94404
PHONE: (650) 522–2500
FAX: (650) 522–2599
EMPLOYEE–OWNED

PREPARED FOR:
CITY OF CLAYTON
CONTRA COSTA COUNTY – CALIFORNIA

TITLE:
2026 NEIGHBORHOOD STREET REHABILITATION PROJECT
SIGNING AND STRIPING PLAN

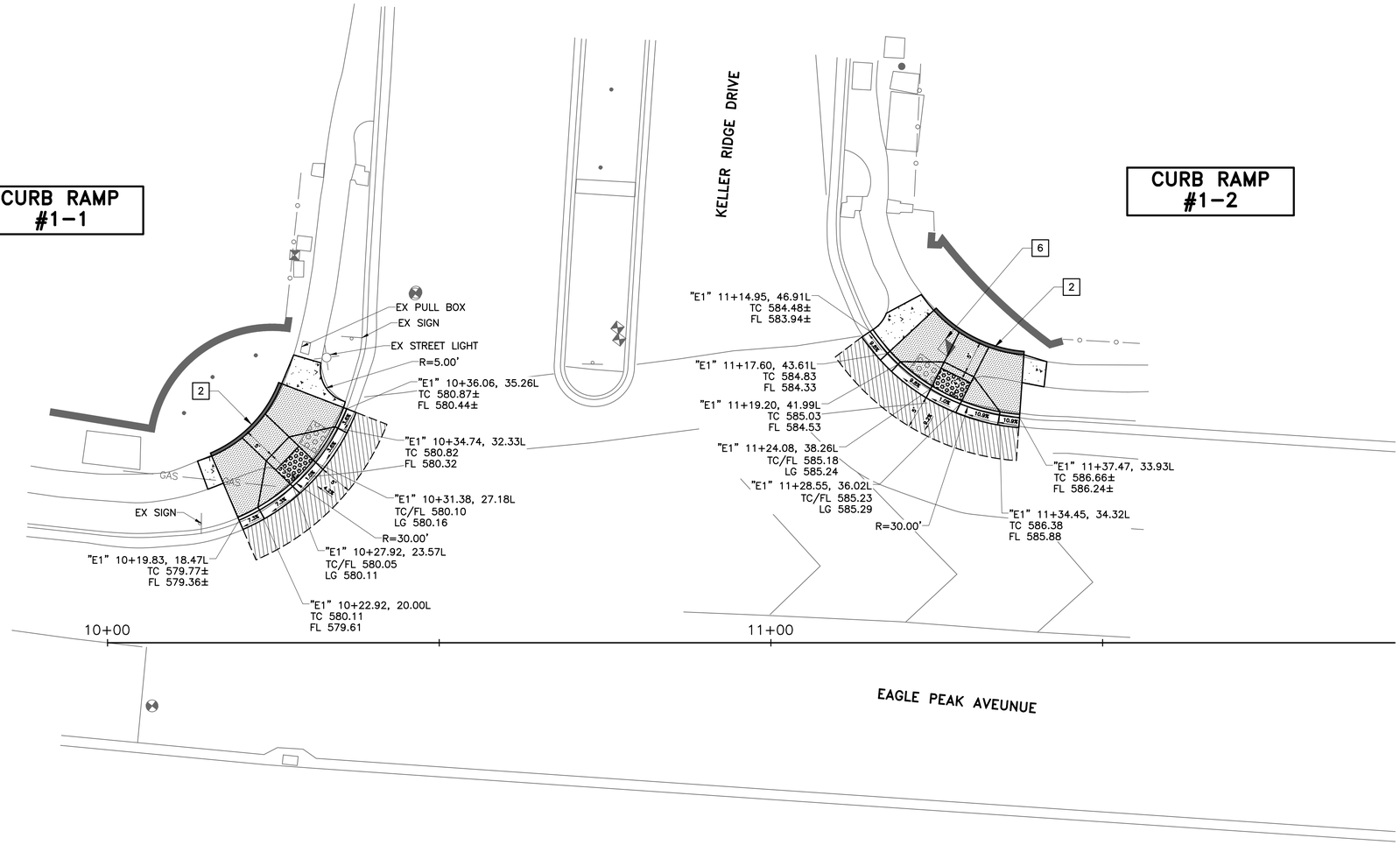
SHEET: 16 OF 30

DATE: 05/08/26

JOB#: 26.839

LEGEND:

SYMBOL	DESCRIPTION
	PCC SIDEWALK
	PCC ADA CURB RAMP
	DETECTABLE WARNING SURFACE (DWS)
	PCC VALLEY GUTTER
	HMA CONFORM
	RETAINING CURB
	CURB & GUTTER (C&G)
— — — —	SAWCUT



EAGLE PEAK AVENUE & KELLER RIDGE DRIVE

SCALE: 1"=10'

PROJECT NOTES:

1. SEE CONSTRUCTION DETAIL CASE A CURB RAMP ON SHEET 28.
2. SEE CONSTRUCTION DETAIL CASE B CURB RAMP ON SHEET 28.
3. SEE CONSTRUCTION DETAIL CASE C CURB RAMP ON SHEET 28.
4. SEE CONSTRUCTION DETAIL CASE G CURB RAMP ON SHEET 28.
5. RESET PULL BOX.
6. ADJUST GAS VALVE BOX TO BRADE (BY OTHER).
7. RESET PAVER BRICK.
8. RESET OR RELOCATE SIGN.
9. RESET BENCH.
10. ADJUST WATER VALVE BOX TO GRADE (BY OTHER).
11. RESET TRASH BIN.

CONSTRUCTION NOTES:

1. ALL IMPROVEMENT SHALL BE WITHIN CITY RIGHT OF WAY, UNLESS OTHERWISE NOTED.
2. PROTECT ALL EXISTING FACILITIES IN PLACE, REGUARDLESS SHOWN ON THE PLAN OR NOT.
3. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE WITH IMPACTED UTILITY COMPANIES PRIOR TO THE START OF WORK.
4. CURB RAMP SHALL COMPLY WITH THE MAXIMUM SLOPES, MINIMUM DIMENSIONS, DETECTABLE WARNING SURFACE, AND OTHER MISCELLANEOUS REQUIREMENTS PER CITY STANDARD.
5. CURB RAMP TYPE IS SUBJECT TO CHANGE TO BEST SUIT FIELD CONDITION UPON APPROVAL FROM THE ENGINEER.
6. MAINTAIN EXISTING CURB RETURN ALIGNMENT. CONFORM TO EXISTING SIDEWALK, CURB & GUTTER AT NEAREST CONSTRUCTION JOINT. SCORE LINE PATTERNS ON NEW SIDEWALK SHALL MATCH ADJACENT EXISTING SIDEWALK.
7. CONTRACTOR TO RESTORE DISTURBED LANDSCAPING, LAWN, IRRIGATION SYSTEM, RESET STONES AND BRICK PAVERS TO FIX NEW CURB RAMP LAYOUT.
8. ALL NEW OR EXISTING MANHOLES, VALVES, AND PULL BOXES WITHIN THE LIMIT OF CONCRETE IMPROVEMENT SHALL BE ADJUSTED TO FLUSH WITH FINAL GRADE.
9. DETECTABLE WARNING SURFACE SHOULD BE ONE PIECE AND ORIENTED IN THE DIRECTION OF TRAVEL. CUTTING OF NEW DETECTABLE WARNING SURFACE MUST BE APPROVED BY THE ENGINEER.
10. RETAINING CURB SHALL BE PLACED AT THE BACK OF SIDEWALK WHENEVER FEASIBLE.
11. HMA CONFORM SHOULD BE 6 INCHES MINIMUM THICKNESS OR UP TO THE TOP OF EXISTING AGGREGATE BASE, WHICHEVER IS GREATER.
12. ALL CURB MARKING AFFECTED BY NEW CURB RAMP SHALL BE REPAINTED.

811 Know what's below. Call before you dig.

GRAPHIC SCALE
10 0 10 20

DATE				
REVISIONS				
NO.				
SCALE: AS SHOWN	DRAWN: HM/JG	DESIGNED: DS	CHECKED: LL	

REGISTERED PROFESSIONAL ENGINEER DAVID SETO No. 26738 STATE OF CALIFORNIA

PREPARED BY:
CSG CONSULTANTS, INC.
550 PILGRIM DRIVE
FOSTER CITY, CA 94404
PHONE: (650) 522-2500
FAX: (650) 522-2599
EMPLOYEE-OWNED

PREPARED FOR:
CITY OF CLAYTON
CONTRA COSTA COUNTY – CALIFORNIA

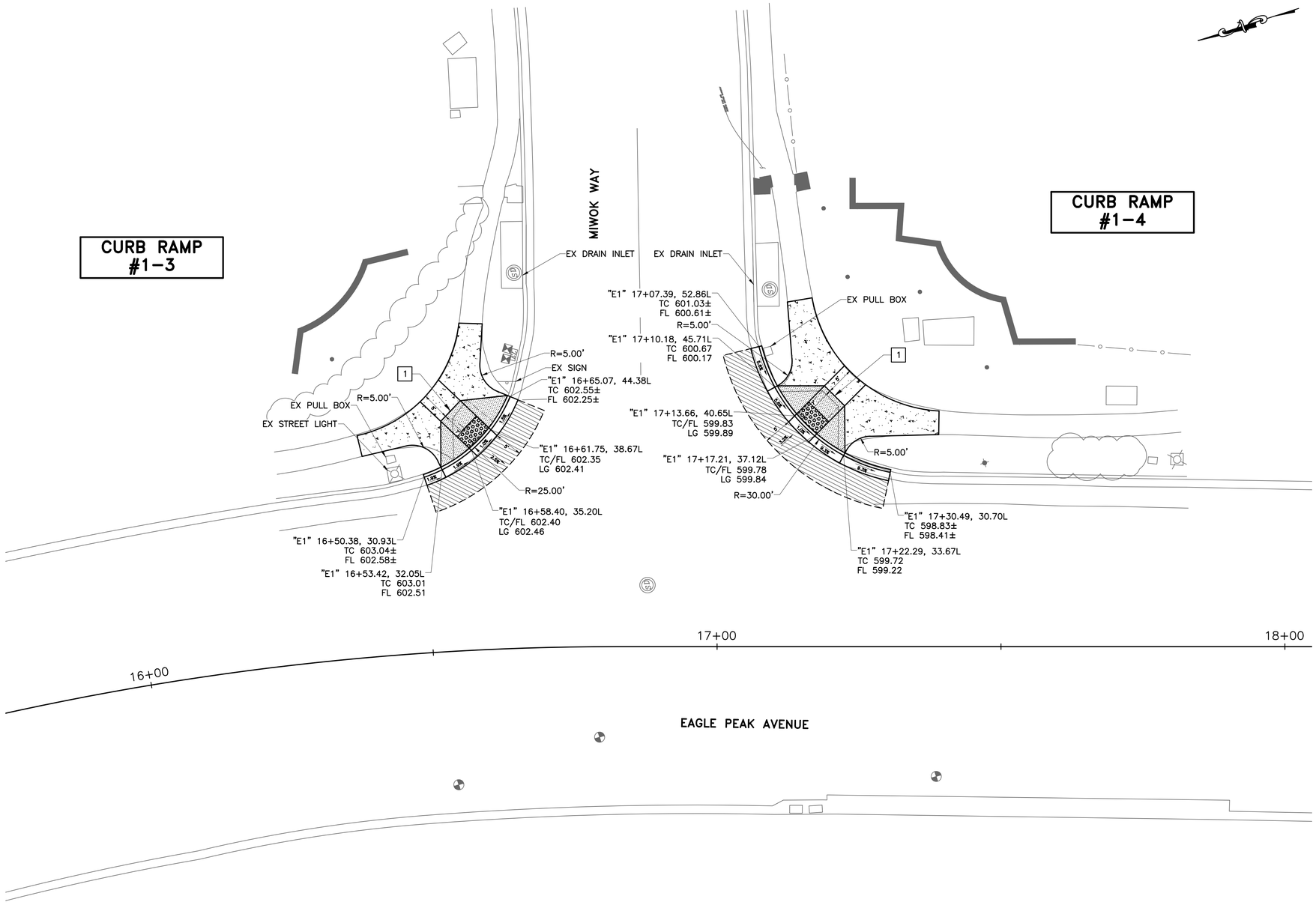
TITLE:
2026 NEIGHBORHOOD STREET REHABILITATION PROJECT
CURB RAMP PLAN

SHEET: 17 OF 30

DATE: 05/08/26

JOB#: 26.839

\\SERVER2\clients\DESIGN\26.839 – Clayton 2026 Neighborhood Street Rehabilitation\PLANS\17–25–CURB RAMP PLAN–839.dwg@ 05/15/26 @ 10:16:25 AM



EAGLE PEAK AVENUE & MIWOK WAY

SCALE: 1"=10'

LEGEND:

SYMBOL	DESCRIPTION
	PCC SIDEWALK
	PCC ADA CURB RAMP
	DETECTABLE WARNING SURFACE (DWS)
	PCC VALLEY GUTTER
	HMA CONFORM
	RETAINING CURB
	CURB & GUTTER (C&G)
— — — —	SAWCUT

PROJECT NOTES:

1. SEE CONSTRUCTION DETAIL CASE A CURB RAMP ON SHEET 28.
2. SEE CONSTRUCTION DETAIL CASE B CURB RAMP ON SHEET 28.
3. SEE CONSTRUCTION DETAIL CASE C CURB RAMP ON SHEET 28.
4. SEE CONSTRUCTION DETAIL CASE G CURB RAMP ON SHEET 28.
5. RESET PULL BOX.
6. ADJUST GAS VALVE BOX TO BRADE (BY OTHER).
7. RESET PAVER BRICK.
8. RESET OR RELOCATE SIGN.
9. RESET BENCH.
10. ADJUST WATER VALVE BOX TO GRADE (BY OTHER).
11. RESET TRASH BIN.

CONSTRUCTION NOTES:

1. ALL IMPROVEMENT SHALL BE WITHIN CITY RIGHT OF WAY, UNLESS OTHERWISE NOTED.
2. PROTECT ALL EXISTING FACILITIES IN PLACE, REGUARDLESS SHOWN ON THE PLAN OR NOT.
3. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE WITH IMPACTED UTILITY COMPANIES PRIOR TO THE START OF WORK.
4. CURB RAMP SHALL COMPLY WITH THE MAXIMUM SLOPES, MINIMUM DIMENSIONS, DETECTABLE WARNING SURFACE, AND OTHER MISCELLANEOUS REQUIREMENTS PER CITY STANDARD.
5. CURB RAMP TYPE IS SUBJECT TO CHANGE TO BEST SUIT FIELD CONDITION UPON APPROVAL FROM THE ENGINEER.
6. MAINTAIN EXISTING CURB RETURN ALIGNMENT. CONFORM TO EXISTING SIDEWALK, CURB & GUTTER AT NEAREST CONSTRUCTION JOINT. SCORE LINE PATTERNS ON NEW SIDEWALK SHALL MATCH ADJACENT EXISTING SIDEWALK.
7. CONTRACTOR TO RESTORE DISTURBED LANDSCAPING, LAWN, IRRIGATION SYSTEM. RESET STONES AND BRICK PAVERS TO FIX NEW CURB RAMP LAYOUT.
8. ALL NEW OR EXISTING MANHOLES, VALVES, AND PULL BOXES WITHIN THE LIMIT OF CONCRETE IMPROVEMENT SHALL BE ADJUSTED TO FLUSH WITH FINAL GRADE.
9. DETECTABLE WARNING SURFACE SHOULD BE ONE PIECE AND ORIENTED IN THE DIRECTION OF TRAVEL. CUTTING OF NEW DETECTABLE WARNING SURFACE MUST BE APPROVED BY THE ENGINEER.
10. RETAINING CURB SHALL BE PLACED AT THE BACK OF SIDEWALK WHENEVER FEASIBLE.
11. HMA CONFORM SHOULD BE 6 INCHES MINIMUM THICKNESS OR UP TO THE TOP OF EXISTING AGGREGATE BASE, WHICHEVER IS GREATER.
12. ALL CURB MARKING AFFECTED BY NEW CURB RAMP SHALL BE REPAINTED.

GRAPHIC SCALE
10 0 10 20

811 Know what's below. Call before you dig.

DATE | REVISIONS | NO.

SCALE: AS SHOWN | DRAWN: HM/JG | DESIGNED: DS | CHECKED: LL

REGISTERED PROFESSIONAL ENGINEER DAVID SETO No. 26738 STATE OF CALIFORNIA

PREPARED BY:
CSG CONSULTANTS, INC.
550 PILGRIM DRIVE
FOSTER CITY, CA 94404
PHONE: (650) 522-2500
FAX: (650) 522-2599
EMPLOYEE-OWNED

PREPARED FOR:
CITY OF CLAYTON
CONTRA COSTA COUNTY – CALIFORNIA

TITLE:
2026 NEIGHBORHOOD STREET REHABILITATION PROJECT
CURB RAMP PLAN

SHEET: 18 OF 30

DATE: 05/08/26

JOB#: 26.839

LEGEND:

SYMBOL	DESCRIPTION
	PCC SIDEWALK
	PCC ADA CURB RAMP
	DETECTABLE WARNING SURFACE (DWS)
	PCC VALLEY GUTTER
	HMA CONFORM
	RETAINING CURB
	CURB & GUTTER (C&G)
— — — —	SAWCUT

PROJECT NOTES:

1. SEE CONSTRUCTION DETAIL CASE A CURB RAMP ON SHEET 28.
2. SEE CONSTRUCTION DETAIL CASE B CURB RAMP ON SHEET 28.
3. SEE CONSTRUCTION DETAIL CASE C CURB RAMP ON SHEET 28.
4. SEE CONSTRUCTION DETAIL CASE G CURB RAMP ON SHEET 28.
5. RESET PULL BOX.
6. ADJUST GAS VALVE BOX TO BRADE (BY OTHER).
7. RESET PAVER BRICK.
8. RESET OR RELOCATE SIGN.
9. RESET BENCH.
10. ADJUST WATER VALVE BOX TO GRADE (BY OTHER).
11. RESET TRASH BIN.

CURB RAMP #1-5

CURB RAMP #1-6

EAGLE PEAK AVENUE

EX VALVE BOX
5
R=10.00'
EX PPB & SIGNAL POLE
"E1" 28+77.87, 42.19R
TC 452.73±
FL 452.29±
"E1" 28+85.61, 45.84R
TC 452.65
FL 452.15
"E1" 28+87.41, 46.93R
TC 452.60
FL 452.10
2
EX PPB & SIGNAL POLE
"E1" 28+92.34, 50.50R
TC/FL 452.00
LG 452.06
"E1" 28+96.05, 53.85R
TC/FL 451.95
LG 452.01
R=10.00'
R=51.00'
EX DRAIN INLET
5
"E1" 29+00.10, 58.39R
TC 452.27
FL 451.77
"E1" 29+00.81, 59.31R
TC 452.24
FL 451.74
"E1" 29+10.40, 81.74R
TC 451.47±
FL 451.08±
"E1" 29+04.11, 64.27R
TC/FL 451.56
LG 451.62
"E1" 29+09.55, 77.64R
TC 451.76
FL 451.26
"E1" 29+06.42, 68.71R
TC/FL 451.51
LG 451.57
"E1" 29+08.03, 72.66R
TC 451.71 (4" CURB)
FL 451.38
"E1" 29+08.79, 74.91R
TC 451.74 (5" CURB)
FL 451.32

29+00

29+34

EX PPB & SIGNAL POLE
5
R=18.00'
2
"E1" 28+83.08, 45.10L
TC 452.68±
FL 452.24±
"E1" 28+88.58, 49.01L
TC 452.64
FL 452.14
EX PULL BOX
EX PULL BOX
"E1" 28+92.90, 53.34L
TC/FL 452.05
LG 452.11
"E1" 28+95.87, 57.36L
TC/FL 452.00
LG 452.06
R=38.00'
EX DRAIN INLET
"E1" 28+99.59, 64.83L
TC 452.24±
FL 451.76±
"E1" 28+98.76, 62.75L
TC 452.33
FL 451.83

OAKHURST DRIVE

EAGLE PEAK AVENUE & OAKHURST DRIVE

SCALE: 1"=10'

CONSTRUCTION NOTES:

1. ALL IMPROVEMENT SHALL BE WITHIN CITY RIGHT OF WAY, UNLESS OTHERWISE NOTED.
2. PROTECT ALL EXISTING FACILITIES IN PLACE, REGUARDLESS SHOWN ON THE PLAN OR NOT.
3. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE WITH IMPACTED UTILITY COMPANIES PRIOR TO THE START OF WORK.
4. CURB RAMP SHALL COMPLY WITH THE MAXIMUM SLOPES, MINIMUM DIMENSIONS, DETECTABLE WARNING SURFACE, AND OTHER MISCELLANEOUS REQUIREMENTS PER CITY STANDARD.
5. CURB RAMP TYPE IS SUBJECT TO CHANGE TO BEST SUIT FIELD CONDITION UPON APPROVAL FROM THE ENGINEER.
6. MAINTAIN EXISTING CURB RETURN ALIGNMENT. CONFORM TO EXISTING SIDEWALK, CURB & GUTTER AT NEAREST CONSTRUCTION JOINT. SCORE LINE PATTERNS ON NEW SIDEWALK SHALL MATCH ADJACENT EXISTING SIDEWALK.
7. CONTRACTOR TO RESTORE DISTURBED LANDSCAPING, LAWN, IRRIGATION SYSTEM. RESET STONES AND BRICK PAVERS TO FIX NEW CURB RAMP LAYOUT.
8. ALL NEW OR EXISTING MANHOLES, VALVES, AND PULL BOXES WITHIN THE LIMIT OF CONCRETE IMPROVEMENT SHALL BE ADJUSTED TO FLUSH WITH FINAL GRADE.
9. DETECTABLE WARNING SURFACE SHOULD BE ONE PIECE AND ORIENTED IN THE DIRECTION OF TRAVEL. CUTTING OF NEW DETECTABLE WARNING SURFACE MUST BE APPROVED BY THE ENGINEER.
10. RETAINING CURB SHALL BE PLACED AT THE BACK OF SIDEWALK WHENEVER FEASIBLE.
11. HMA CONFORM SHOULD BE 6 INCHES MINIMUM THICKNESS OR UP TO THE TOP OF EXISTING AGGREGATE BASE, WHICHEVER IS GREATER.
12. ALL CURB MARKING AFFECTED BY NEW CURB RAMP SHALL BE REPAINTED.

811 Know what's below. Call before you dig.

GRAPHIC SCALE
10 0 10 20

DATE | REVISIONS | NO.
SCALE: AS SHOWN | DRAWN: HM/JG | DESIGNED: DS | CHECKED: LL

REGISTERED PROFESSIONAL ENGINEER — DAVID SETO — No. 26738 — STATE OF CALIFORNIA

PREPARED BY:
CSG CONSULTANTS, INC.
550 PILGRIM DRIVE
FOSTER CITY, CA 94404
PHONE: (650) 522-2500
FAX: (650) 522-2599
CSG CONSULTANTS
EMPLOYEE-OWNED

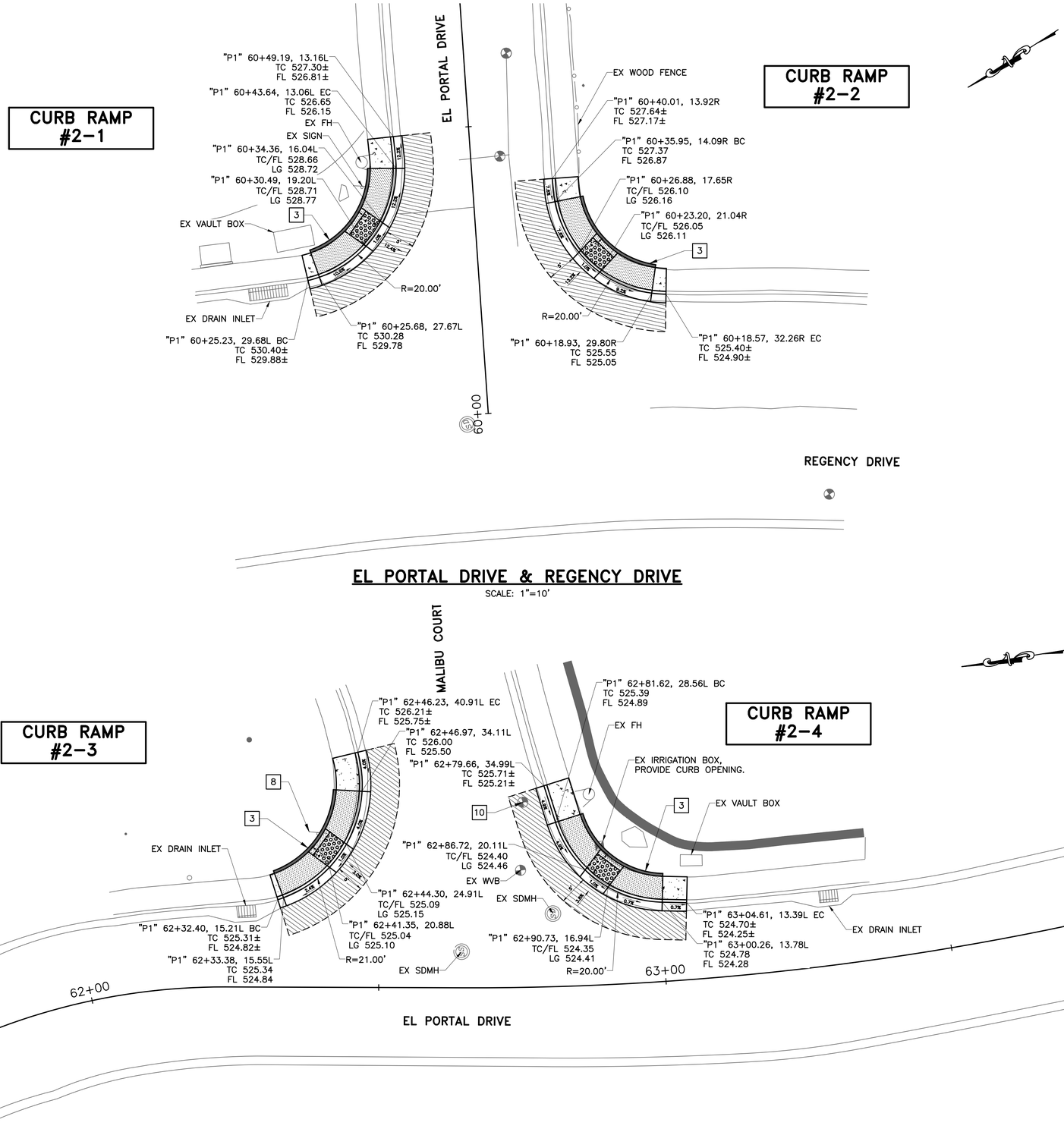
PREPARED FOR:
CITY OF CLAYTON
Incorporated 1963
CONTRA COSTA COUNTY — CALIFORNIA

TITLE:
2026 NEIGHBORHOOD STREET REHABILITATION PROJECT
CURB RAMP PLAN

SHEET: 19 OF 30

DATE: 05/08/26

JOB#: 26.839



EL PORTAL DRIVE & REGENCY DRIVE

SCALE: 1"=10'

EL PORTAL DRIVE & MALIBU COURT

SCALE: 1"=10'

LEGEND:

SYMBOL	DESCRIPTION
	PCC SIDEWALK
	PCC ADA CURB RAMP
	DETECTABLE WARNING SURFACE (DWS)
	PCC VALLEY GUTTER
	HMA CONFORM
	RETAINING CURB
	CURB & GUTTER (C&G)
— — — —	SAWCUT

PROJECT NOTES:

1. SEE CONSTRUCTION DETAIL CASE A CURB RAMP ON SHEET 28.
2. SEE CONSTRUCTION DETAIL CASE B CURB RAMP ON SHEET 28.
3. SEE CONSTRUCTION DETAIL CASE C CURB RAMP ON SHEET 28.
4. SEE CONSTRUCTION DETAIL CASE G CURB RAMP ON SHEET 28.
5. RESET PULL BOX.
6. ADJUST GAS VALVE BOX TO BRADE (BY OTHER).
7. RESET PAVER BRICK.
8. RESET OR RELOCATE SIGN.
9. RESET BENCH.
10. ADJUST WATER VALVE BOX TO GRADE (BY OTHER).
11. RESET TRASH BIN.

CONSTRUCTION NOTES:

1. ALL IMPROVEMENT SHALL BE WITHIN CITY RIGHT OF WAY, UNLESS OTHERWISE NOTED.
2. PROTECT ALL EXISTING FACILITIES IN PLACE, REGUARDLESS SHOWN ON THE PLAN OR NOT.
3. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE WITH IMPACTED UTILITY COMPANIES PRIOR TO THE START OF WORK.
4. CURB RAMP SHALL COMPLY WITH THE MAXIMUM SLOPES, MINIMUM DIMENSIONS, DETECTABLE WARNING SURFACE, AND OTHER MISCELLANEOUS REQUIREMENTS PER CITY STANDARD.
5. CURB RAMP TYPE IS SUBJECT TO CHANGE TO BEST SUIT FIELD CONDITION UPON APPROVAL FROM THE ENGINEER.
6. MAINTAIN EXISTING CURB RETURN ALIGNMENT. CONFORM TO EXISTING SIDEWALK, CURB & GUTTER AT NEAREST CONSTRUCTION JOINT. SCORE LINE PATTERNS ON NEW SIDEWALK SHALL MATCH ADJACENT EXISTING SIDEWALK.
7. CONTRACTOR TO RESTORE DISTURBED LANDSCAPING, LAWN, IRRIGATION SYSTEM. RESET STONES AND BRICK PAVERS TO FIX NEW CURB RAMP LAYOUT.
8. ALL NEW OR EXISTING MANHOLES, VALVES, AND PULL BOXES WITHIN THE LIMIT OF CONCRETE IMPROVEMENT SHALL BE ADJUSTED TO FLUSH WITH FINAL GRADE.
9. DETECTABLE WARNING SURFACE SHOULD BE ONE PIECE AND ORIENTED IN THE DIRECTION OF TRAVEL. CUTTING OF NEW DETECTABLE WARNING SURFACE MUST BE APPROVED BY THE ENGINEER.
10. RETAINING CURB SHALL BE PLACED AT THE BACK OF SIDEWALK WHENEVER FEASIBLE.
11. HMA CONFORM SHOULD BE 6 INCHES MINIMUM THICKNESS OR UP TO THE TOP OF EXISTING AGGREGATE BASE, WHICHEVER IS GREATER.
12. ALL CURB MARKING AFFECTED BY NEW CURB RAMP SHALL BE REPAINTED.

811 Know what's below. Call before you dig.

GRAPHIC SCALE
10 0 10 20

DATE	REVISIONS	NO.

SCALE: AS SHOWN | DRAWN: HM/JG | DESIGNED: DS | CHECKED: LL

REGISTERED PROFESSIONAL ENGINEER DAVID SETO No. 26738 CIVIL STATE OF CALIFORNIA

PREPARED BY:
CSG CONSULTANTS, INC.
550 PILGRIM DRIVE
FOSTER CITY, CA 94404
PHONE: (650) 522-2500
FAX: (650) 522-2599
EMPLOYEE-OWNED

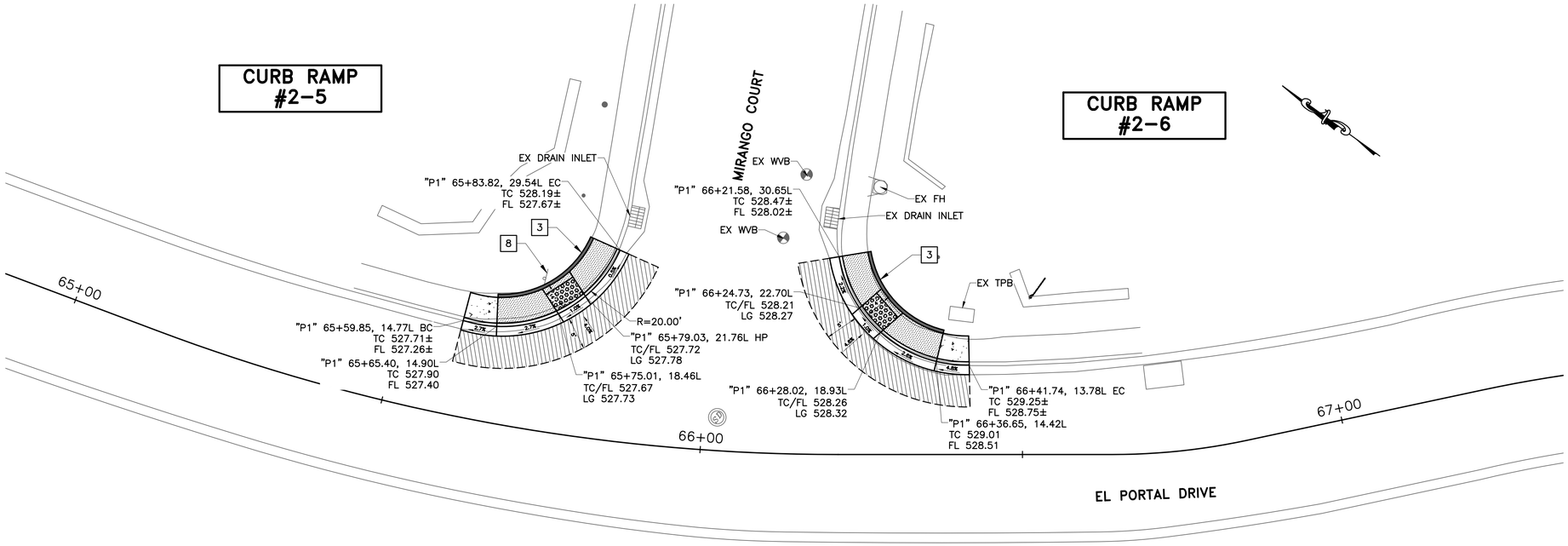
PREPARED FOR:
CITY OF CLAYTON
CONTRA COSTA COUNTY — CALIFORNIA

TITLE:
2026 NEIGHBORHOOD STREET REHABILITATION PROJECT
CURB RAMP PLAN

SHEET: 20 OF 30

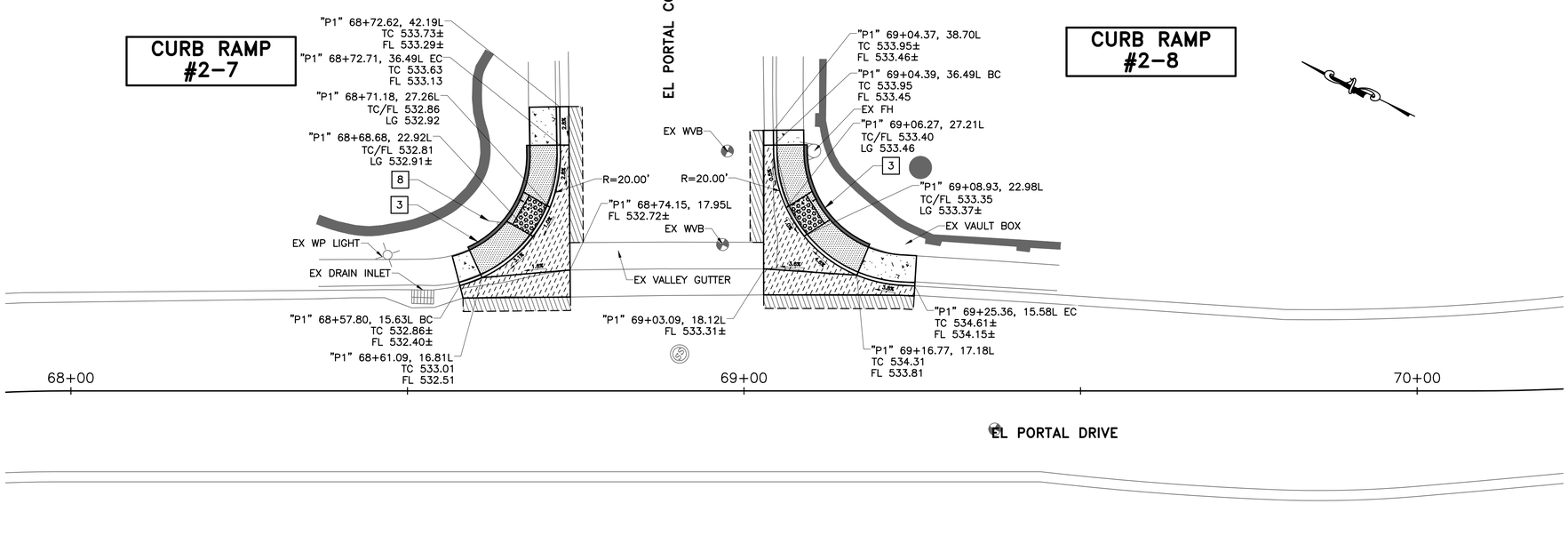
DATE: 05/08/26

JOB#: 26.839



EL PORTAL DRIVE & MIRANGO COURT

SCALE: 1"=10'



EL PORTAL DRIVE & EL PORTAL COURT

SCALE: 1"=10'

811 Know what's below. Call before you dig.

GRAPHIC SCALE
10 0 10 20

LEGEND:

SYMBOL	DESCRIPTION
	PCC SIDEWALK
	PCC ADA CURB RAMP
	DETECTABLE WARNING SURFACE (DWS)
	PCC VALLEY GUTTER
	HMA CONFORM
	RETAINING CURB
	CURB & GUTTER (C&G)
	SAWCUT

PROJECT NOTES:

1. SEE CONSTRUCTION DETAIL CASE A CURB RAMP ON SHEET 28.
2. SEE CONSTRUCTION DETAIL CASE B CURB RAMP ON SHEET 28.
3. SEE CONSTRUCTION DETAIL CASE C CURB RAMP ON SHEET 28.
4. SEE CONSTRUCTION DETAIL CASE G CURB RAMP ON SHEET 28.
5. RESET PULL BOX.
6. ADJUST GAS VALVE BOX TO BRADE (BY OTHER).
7. RESET PAVER BRICK.
8. RESET OR RELOCATE SIGN.
9. RESET BENCH.
10. ADJUST WATER VALVE BOX TO GRADE (BY OTHER).
11. RESET TRASH BIN.

CONSTRUCTION NOTES:

1. ALL IMPROVEMENT SHALL BE WITHIN CITY RIGHT OF WAY, UNLESS OTHERWISE NOTED.
2. PROTECT ALL EXISTING FACILITIES IN PLACE, REGUARDLESS SHOWN ON THE PLAN OR NOT.
3. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE WITH IMPACTED UTILITY COMPANIES PRIOR TO THE START OF WORK.
4. CURB RAMP SHALL COMPLY WITH THE MAXIMUM SLOPES, MINIMUM DIMENSIONS, DETECTABLE WARNING SURFACE, AND OTHER MISCELLANEOUS REQUIREMENTS PER CITY STANDARD.
5. CURB RAMP TYPE IS SUBJECT TO CHANGE TO BEST SUIT FIELD CONDITION UPON APPROVAL FROM THE ENGINEER.
6. MAINTAIN EXISTING CURB RETURN ALIGNMENT. CONFORM TO EXISTING SIDEWALK, CURB & GUTTER AT NEAREST CONSTRUCTION JOINT. SCORE LINE PATTERNS ON NEW SIDEWALK SHALL MATCH ADJACENT EXISTING SIDEWALK.
7. CONTRACTOR TO RESTORE DISTURBED LANDSCAPING, LAWN, IRRIGATION SYSTEM. RESET STONES AND BRICK PAVERS TO FIX NEW CURB RAMP LAYOUT.
8. ALL NEW OR EXISTING MANHOLES, VALVES, AND PULL BOXES WITHIN THE LIMIT OF CONCRETE IMPROVEMENT SHALL BE ADJUSTED TO FLUSH WITH FINAL GRADE.
9. DETECTABLE WARNING SURFACE SHOULD BE ONE PIECE AND ORIENTED IN THE DIRECTION OF TRAVEL. CUTTING OF NEW DETECTABLE WARNING SURFACE MUST BE APPROVED BY THE ENGINEER.
10. RETAINING CURB SHALL BE PLACED AT THE BACK OF SIDEWALK WHENEVER FEASIBLE.
11. HMA CONFORM SHOULD BE 6 INCHES MINIMUM THICKNESS OR UP TO THE TOP OF EXISTING AGGREGATE BASE, WHICHEVER IS GREATER.
12. ALL CURB MARKING AFFECTED BY NEW CURB RAMP SHALL BE REPAINTED.

DATE | REVISIONS | NO.

SCALE: AS SHOWN | DRAWN: HM/JG | DESIGNED: DS | CHECKED: LL

PROFESSIONAL ENGINEER — REGISTERED — DAVID SETO — No. 76738 — STATE OF CALIFORNIA

PREPARED BY:
CSG CONSULTANTS, INC.
550 PILGRIM DRIVE
FOSTER CITY, CA 94404
PHONE: (650) 522-2500
FAX: (650) 522-2599
EMPLOYEE-OWNED

PREPARED FOR:
CITY OF CLAYTON
CONTRA COSTA COUNTY — CALIFORNIA

TITLE:
2026 NEIGHBORHOOD STREET REHABILITATION PROJECT
CURB RAMP PLAN

SHEET: 21 OF 30

DATE: 05/08/26

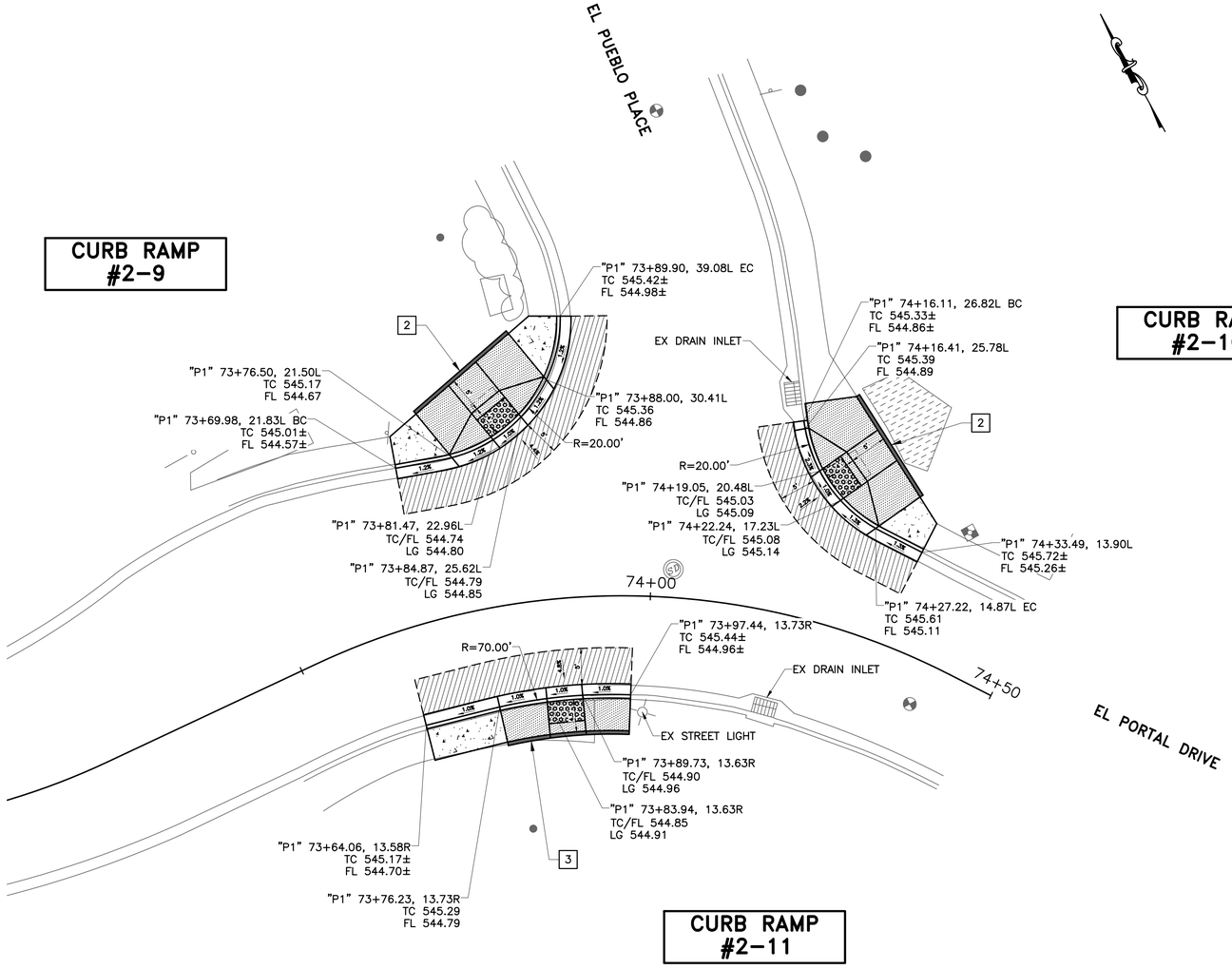
JOB#: 26.839

LEGEND:

SYMBOL	DESCRIPTION
	PCC SIDEWALK
	PCC ADA CURB RAMP
	DETECTABLE WARNING SURFACE (DWS)
	PCC VALLEY GUTTER
	HMA CONFORM
	RETAINING CURB
	CURB & GUTTER (C&G)
— — — —	SAWCUT

PROJECT NOTES:

1. SEE CONSTRUCTION DETAIL CASE A CURB RAMP ON SHEET 28.
2. SEE CONSTRUCTION DETAIL CASE B CURB RAMP ON SHEET 28.
3. SEE CONSTRUCTION DETAIL CASE C CURB RAMP ON SHEET 28.
4. SEE CONSTRUCTION DETAIL CASE G CURB RAMP ON SHEET 28.
5. RESET PULL BOX.
6. ADJUST GAS VALVE BOX TO BRADE (BY OTHER).
7. RESET PAVER BRICK.
8. RESET OR RELOCATE SIGN.
9. RESET BENCH.
10. ADJUST WATER VALVE BOX TO GRADE (BY OTHER).
11. RESET TRASH BIN.



EL PORTAL DRIVE & EL PUEBLO PLACE

SCALE: 1"=10'

CONSTRUCTION NOTES:

1. ALL IMPROVEMENT SHALL BE WITHIN CITY RIGHT OF WAY, UNLESS OTHERWISE NOTED.
2. PROTECT ALL EXISTING FACILITIES IN PLACE, REGUARDLESS SHOWN ON THE PLAN OR NOT.
3. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE WITH IMPACTED UTILITY COMPANIES PRIOR TO THE START OF WORK.
4. CURB RAMP SHALL COMPLY WITH THE MAXIMUM SLOPES, MINIMUM DIMENSIONS, DETECTABLE WARNING SURFACE, AND OTHER MISCELLANEOUS REQUIREMENTS PER CITY STANDARD.
5. CURB RAMP TYPE IS SUBJECT TO CHANGE TO BEST SUIT FIELD CONDITION UPON APPROVAL FROM THE ENGINEER.
6. MAINTAIN EXISTING CURB RETURN ALIGNMENT. CONFORM TO EXISTING SIDEWALK, CURB & GUTTER AT NEAREST CONSTRUCTION JOINT. SCORE LINE PATTERNS ON NEW SIDEWALK SHALL MATCH ADJACENT EXISTING SIDEWALK.
7. CONTRACTOR TO RESTORE DISTURBED LANDSCAPING, LAWN, IRRIGATION SYSTEM. RESET STONES AND BRICK PAVERS TO FIX NEW CURB RAMP LAYOUT.
8. ALL NEW OR EXISTING MANHOLES, VALVES, AND PULL BOXES WITHIN THE LIMIT OF CONCRETE IMPROVEMENT SHALL BE ADJUSTED TO FLUSH WITH FINAL GRADE.
9. DETECTABLE WARNING SURFACE SHOULD BE ONE PIECE AND ORIENTED IN THE DIRECTION OF TRAVEL. CUTTING OF NEW DETECTABLE WARNING SURFACE MUST BE APPROVED BY THE ENGINEER.
10. RETAINING CURB SHALL BE PLACED AT THE BACK OF SIDEWALK WHENEVER FEASIBLE.
11. HMA CONFORM SHOULD BE 6 INCHES MINIMUM THICKNESS OR UP TO THE TOP OF EXISTING AGGREGATE BASE, WHICHEVER IS GREATER.
12. ALL CURB MARKING AFFECTED BY NEW CURB RAMP SHALL BE REPAINTED.

811 Know what's below. Call before you dig.

GRAPHIC SCALE
10 0 10 20

DATE				
REVISIONS				
NO.				
SCALE: AS SHOWN	DRAWN: HM/JG	DESIGNED: DS	CHECKED: LL	

PREPARED BY:
CSG CONSULTANTS, INC.
550 PILGRIM DRIVE
FOSTER CITY, CA 94404
PHONE: (650) 522-2500
FAX: (650) 522-2599
EMPLOYEE-OWNED

PREPARED FOR:
CITY OF CLAYTON
CONTRA COSTA COUNTY – CALIFORNIA

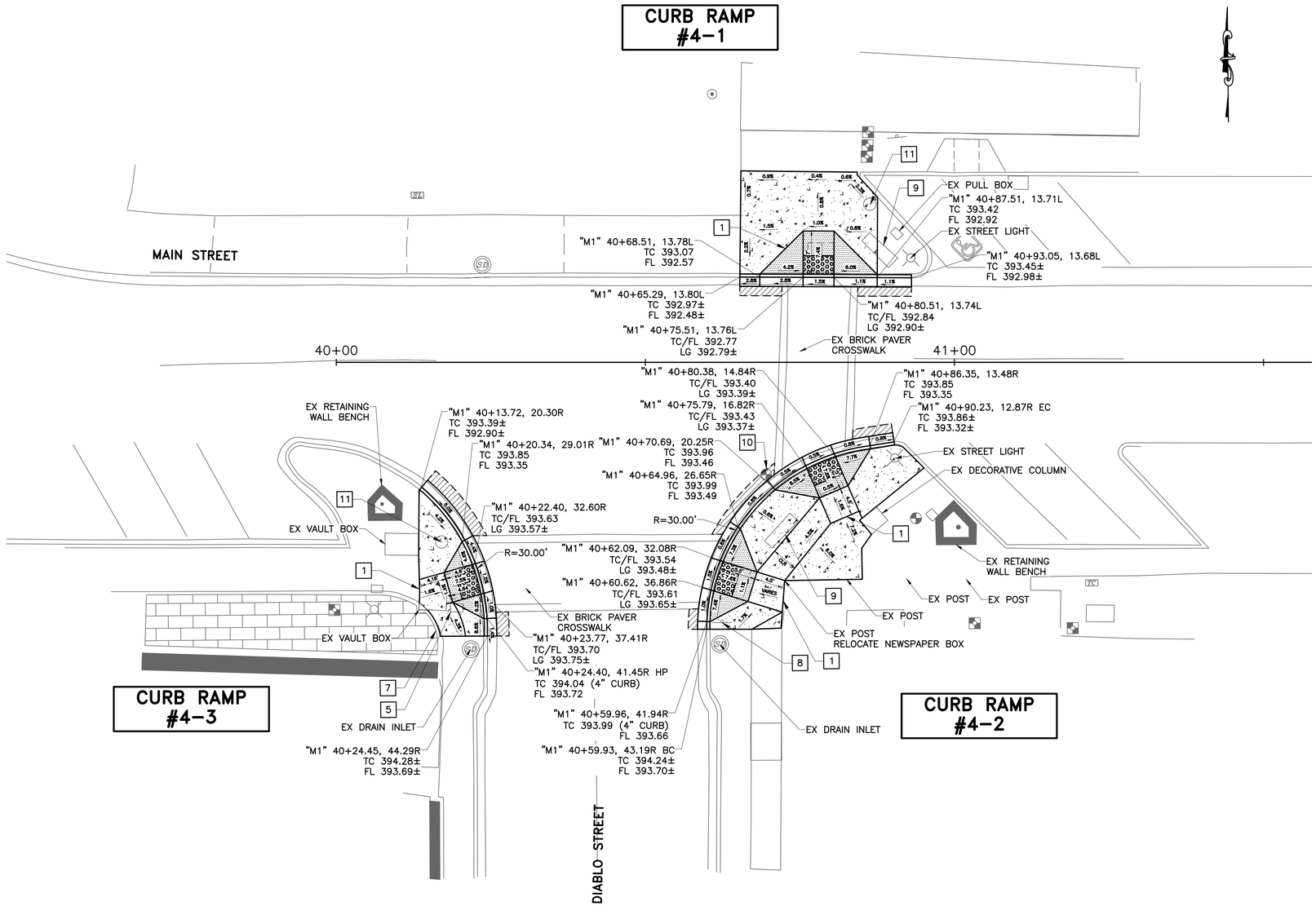
TITLE:
2026 NEIGHBORHOOD STREET REHABILITATION PROJECT
CURB RAMP PLAN

SHEET: 22 OF 30

DATE: 05/08/26

JOB#: 26.839

\\SERVER2\clients\DESIGN\26.839 – Clayton 2026 Neighborhood Street Rehabilitation\PLANS\17-25-CURB RAMP PLAN-839.dwg@ 05/15/26 @ 10:16:57 AM



MAIN STREET & DIABLO STREET

SCALE: 1"=10'

LEGEND:

SYMBOL	DESCRIPTION
	PCC SIDEWALK
	PCC ADA CURB RAMP
	DETECTABLE WARNING SURFACE (DWS)
	PCC VALLEY GUTTER
	HMA CONFORM
	RETAINING CURB
	CURB & GUTTER (C&G)
— — — —	SAWCUT

PROJECT NOTES:

1. SEE CONSTRUCTION DETAIL CASE A CURB RAMP ON SHEET 28.
2. SEE CONSTRUCTION DETAIL CASE B CURB RAMP ON SHEET 28.
3. SEE CONSTRUCTION DETAIL CASE C CURB RAMP ON SHEET 28.
4. SEE CONSTRUCTION DETAIL CASE G CURB RAMP ON SHEET 28.
5. RESET PULL BOX.
6. ADJUST GAS VALVE BOX TO BRADE (BY OTHER).
7. RESET PAVER BRICK.
8. RESET OR RELOCATE SIGN.
9. RESET BENCH.
10. ADJUST WATER VALVE BOX TO GRADE (BY OTHER).
11. RESET TRASH BIN.

CONSTRUCTION NOTES:

1. ALL IMPROVEMENT SHALL BE WITHIN CITY RIGHT OF WAY, UNLESS OTHERWISE NOTED.
2. PROTECT ALL EXISTING FACILITIES IN PLACE, REGUARDLESS SHOWN ON THE PLAN OR NOT.
3. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE WITH IMPACTED UTILITY COMPANIES PRIOR TO THE START OF WORK.
4. CURB RAMP SHALL COMPLY WITH THE MAXIMUM SLOPES, MINIMUM DIMENSIONS, DETECTABLE WARNING SURFACE, AND OTHER MISCELLANEOUS REQUIREMENTS PER CITY STANDARD.
5. CURB RAMP TYPE IS SUBJECT TO CHANGE TO BEST SUIT FIELD CONDITION UPON APPROVAL FROM THE ENGINEER.
6. MAINTAIN EXISTING CURB RETURN ALIGNMENT. CONFORM TO EXISTING SIDEWALK, CURB & GUTTER AT NEAREST CONSTRUCTION JOINT. SCORE LINE PATTERNS ON NEW SIDEWALK SHALL MATCH ADJACENT EXISTING SIDEWALK.
7. CONTRACTOR TO RESTORE DISTURBED LANDSCAPING, LAWN, IRRIGATION SYSTEM. RESET STONES AND BRICK PAVERS TO FIX NEW CURB RAMP LAYOUT.
8. ALL NEW OR EXISTING MANHOLES, VALVES, AND PULL BOXES WITHIN THE LIMIT OF CONCRETE IMPROVEMENT SHALL BE ADJUSTED TO FLUSH WITH FINAL GRADE.
9. DETECTABLE WARNING SURFACE SHOULD BE ONE PIECE AND ORIENTED IN THE DIRECTION OF TRAVEL. CUTTING OF NEW DETECTABLE WARNING SURFACE MUST BE APPROVED BY THE ENGINEER.
10. RETAINING CURB SHALL BE PLACED AT THE BACK OF SIDEWALK WHENEVER FEASIBLE.
11. HMA CONFORM SHOULD BE 6 INCHES MINIMUM THICKNESS OR UP TO THE TOP OF EXISTING AGGREGATE BASE, WHICHEVER IS GREATER.
12. ALL CURB MARKING AFFECTED BY NEW CURB RAMP SHALL BE REPAINTED.

811 Know what's below. Call before you dig.

GRAPHIC SCALE
10 0 10 20

DATE | REVISIONS | NO.

SCALE: AS SHOWN | DRAWN: HM/JG | DESIGNED: DS | CHECKED: LL

REGISTERED PROFESSIONAL ENGINEER — DAVID SETO — No. 76738 — STATE OF CALIFORNIA

PREPARED BY:
CSG CONSULTANTS, INC.
550 PILGRIM DRIVE
FOSTER CITY, CA 94404
PHONE: (650) 522-2500
FAX: (650) 522-2599
EMPLOYEE-OWNED

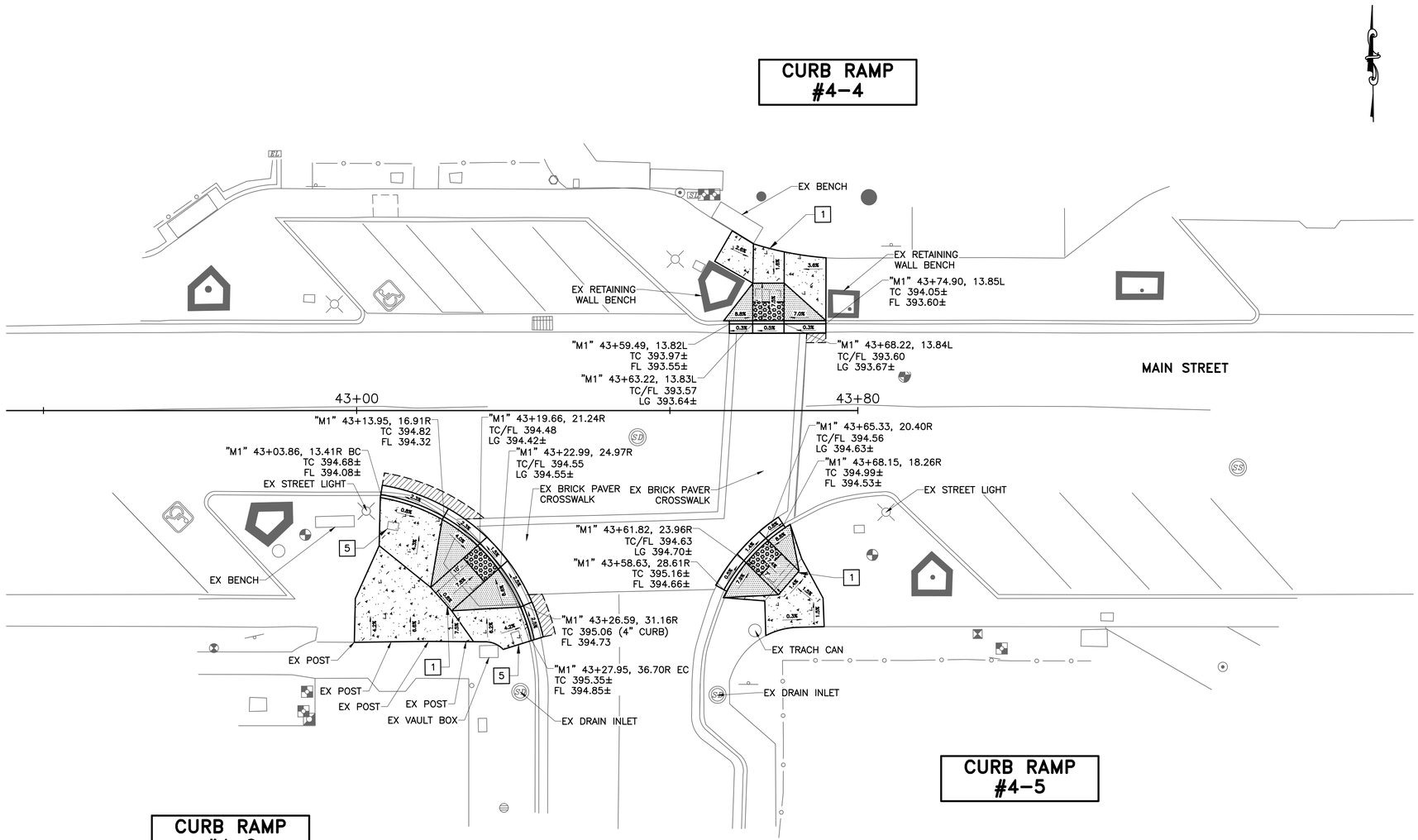
PREPARED FOR:
CITY OF CLAYTON
CONTRA COSTA COUNTY — CALIFORNIA

TITLE:
2026 NEIGHBORHOOD STREET REHABILITATION PROJECT
CURB RAMP PLAN

SHEET: 23 OF 30

DATE: 05/08/26

JOB#: 26.839



MAIN STREET & MORRIS STREET

SCALE: 1"=10'

GRAPHIC SCALE

10 0 10 20

811 Know what's below. Call before you dig.

LEGEND:

SYMBOL	DESCRIPTION
	PCC SIDEWALK
	PCC ADA CURB RAMP
	DETECTABLE WARNING SURFACE (DWS)
	PCC VALLEY GUTTER
	HMA CONFORM
	RETAINING CURB
	CURB & GUTTER (C&G)
— — — —	SAWCUT

PROJECT NOTES:

1. SEE CONSTRUCTION DETAIL CASE A CURB RAMP ON SHEET 28.
2. SEE CONSTRUCTION DETAIL CASE B CURB RAMP ON SHEET 28.
3. SEE CONSTRUCTION DETAIL CASE C CURB RAMP ON SHEET 28.
4. SEE CONSTRUCTION DETAIL CASE G CURB RAMP ON SHEET 28.
5. RESET PULL BOX.
6. ADJUST GAS VALVE BOX TO BRADE (BY OTHER).
7. RESET PAVER BRICK.
8. RESET OR RELOCATE SIGN.
9. RESET BENCH.
10. ADJUST WATER VALVE BOX TO GRADE (BY OTHER).
11. RESET TRASH BIN.

CONSTRUCTION NOTES:

1. ALL IMPROVEMENT SHALL BE WITHIN CITY RIGHT OF WAY, UNLESS OTHERWISE NOTED.
2. PROTECT ALL EXISTING FACILITIES IN PLACE, REGUARDLESS SHOWN ON THE PLAN OR NOT.
3. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE WITH IMPACTED UTILITY COMPANIES PRIOR TO THE START OF WORK.
4. CURB RAMP SHALL COMPLY WITH THE MAXIMUM SLOPES, MINIMUM DIMENSIONS, DETECTABLE WARNING SURFACE, AND OTHER MISCELLANEOUS REQUIREMENTS PER CITY STANDARD.
5. CURB RAMP TYPE IS SUBJECT TO CHANGE TO BEST SUIT FIELD CONDITION UPON APPROVAL FROM THE ENGINEER.
6. MAINTAIN EXISTING CURB RETURN ALIGNMENT. CONFORM TO EXISTING SIDEWALK, CURB & GUTTER AT NEAREST CONSTRUCTION JOINT. SCORE LINE PATTERNS ON NEW SIDEWALK SHALL MATCH ADJACENT EXISTING SIDEWALK.
7. CONTRACTOR TO RESTORE DISTURBED LANDSCAPING, LAWN, IRRIGATION SYSTEM. RESET STONES AND BRICK PAVERS TO FIX NEW CURB RAMP LAYOUT.
8. ALL NEW OR EXISTING MANHOLES, VALVES, AND PULL BOXES WITHIN THE LIMIT OF CONCRETE IMPROVEMENT SHALL BE ADJUSTED TO FLUSH WITH FINAL GRADE.
9. DETECTABLE WARNING SURFACE SHOULD BE ONE PIECE AND ORIENTED IN THE DIRECTION OF TRAVEL. CUTTING OF NEW DETECTABLE WARNING SURFACE MUST BE APPROVED BY THE ENGINEER.
10. RETAINING CURB SHALL BE PLACED AT THE BACK OF SIDEWALK WHENEVER FEASIBLE.
11. HMA CONFORM SHOULD BE 6 INCHES MINIMUM THICKNESS OR UP TO THE TOP OF EXISTING AGGREGATE BASE, WHICHEVER IS GREATER.
12. ALL CURB MARKING AFFECTED BY NEW CURB RAMP SHALL BE REPAINTED.

DATE | REVISIONS | NO.

SCALE: AS SHOWN | DRAWN: HM/JG | DESIGNED: DS | CHECKED: LL

REGISTERED PROFESSIONAL ENGINEER — DAVID SETO — No. 76738 — STATE OF CALIFORNIA

PREPARED BY:
CSG CONSULTANTS, INC.
550 PILGRIM DRIVE
FOSTER CITY, CA 94404
PHONE: (650) 522-2500
FAX: (650) 522-2599
EMPLOYEE-OWNED

PREPARED FOR:
CITY OF CLAYTON
Founded 1857 Incorporated 1964
CONTRA COSTA COUNTY — CALIFORNIA

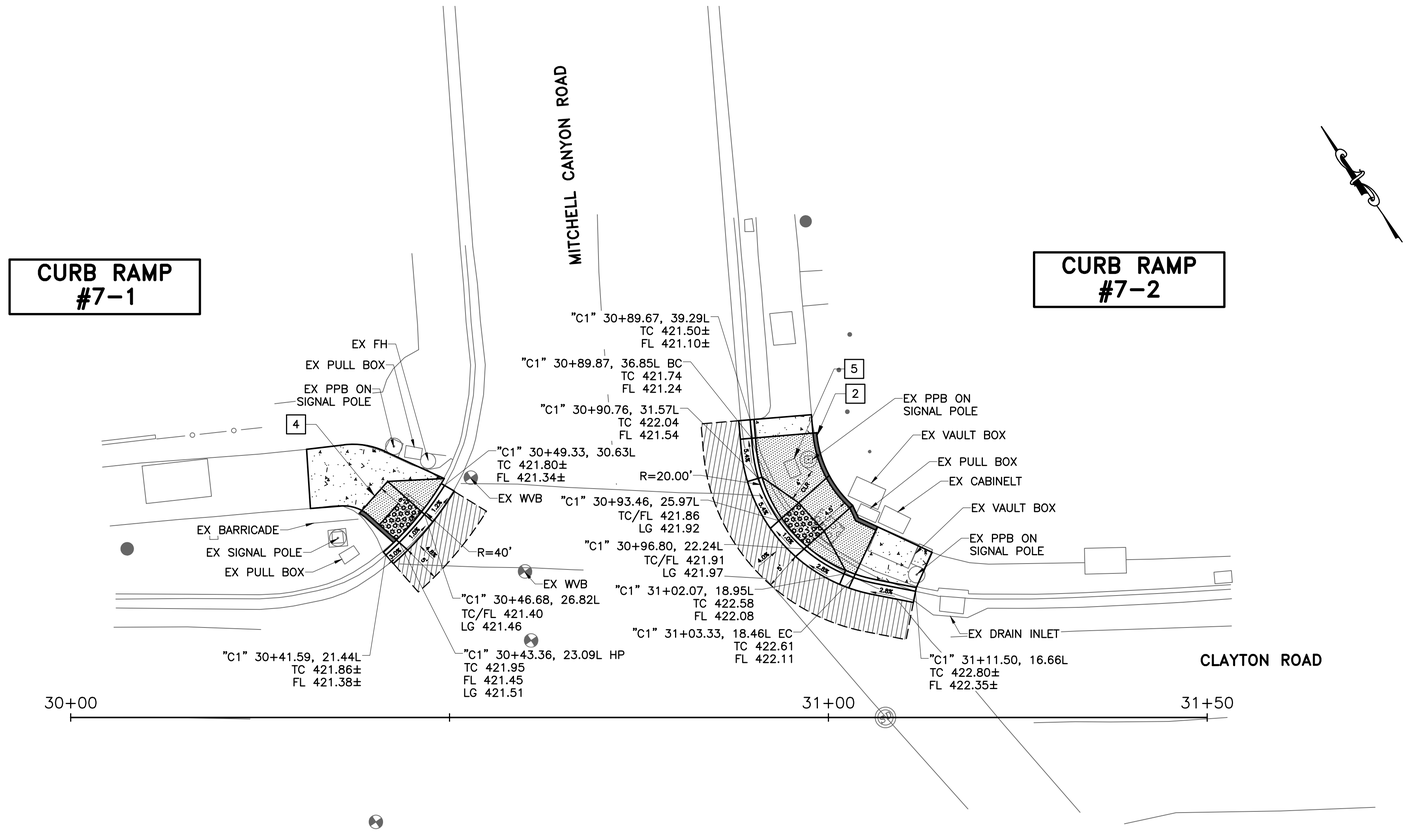
TITLE:
2026 NEIGHBORHOOD STREET REHABILITATION PROJECT
CURB RAMP PLAN

SHEET: 24 OF 30

DATE: 05/08/26

JOB#: 26.839

\\SERVER2\clients\DESIGN\26.839 – Clayton 2026 Neighborhood Street Rehabilitation\PLANS\17-25-CURB RAMP PLAN-839.dwg@ 05/15/26 @ 10:17:09 AM



MITCHELL CANYON ROAD & CLAYTON ROAD

SCALE: 1"=10'

LEGEND:

SYMBOL	DESCRIPTION
	PCC SIDEWALK
	PCC ADA CURB RAMP
	DETECTABLE WARNING SURFACE (DWS)
	PCC VALLEY GUTTER
	HMA CONFORM
	RETAINING CURB
	CURB & GUTTER (C&G)
— — — —	SAWCUT

PROJECT NOTES:

1. SEE CONSTRUCTION DETAIL CASE A CURB RAMP ON SHEET 28.
2. SEE CONSTRUCTION DETAIL CASE B CURB RAMP ON SHEET 28.
3. SEE CONSTRUCTION DETAIL CASE C CURB RAMP ON SHEET 28.
4. SEE CONSTRUCTION DETAIL CASE G CURB RAMP ON SHEET 28.
5. RESET PULL BOX.
6. ADJUST GAS VALVE BOX TO BRADE (BY OTHER).
7. RESET PAVER BRICK.
8. RESET OR RELOCATE SIGN.
9. RESET BENCH.
10. ADJUST WATER VALVE BOX TO GRADE (BY OTHER).
11. RESET TRASH BIN.

CONSTRUCTION NOTES:

1. ALL IMPROVEMENT SHALL BE WITHIN CITY RIGHT OF WAY, UNLESS OTHERWISE NOTED.
2. PROTECT ALL EXISTING FACILITIES IN PLACE, REGUARDLESS SHOWN ON THE PLAN OR NOT.
3. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE WITH IMPACTED UTILITY COMPANIES PRIOR TO THE START OF WORK.
4. CURB RAMP SHALL COMPLY WITH THE MAXIMUM SLOPES, MINIMUM DIMENSIONS, DETECTABLE WARNING SURFACE, AND OTHER MISCELLANEOUS REQUIREMENTS PER CITY STANDARD.
5. CURB RAMP TYPE IS SUBJECT TO CHANGE TO BEST SUIT FIELD CONDITION UPON APPROVAL FROM THE ENGINEER.
6. MAINTAIN EXISTING CURB RETURN ALIGNMENT. CONFORM TO EXISTING SIDEWALK, CURB & GUTTER AT NEAREST CONSTRUCTION JOINT. SCORE LINE PATTERNS ON NEW SIDEWALK SHALL MATCH ADJACENT EXISTING SIDEWALK.
7. CONTRACTOR TO RESTORE DISTURBED LANDSCAPING, LAWN, IRRIGATION SYSTEM. RESET STONES AND BRICK PAVERS TO FIX NEW CURB RAMP LAYOUT.
8. ALL NEW OR EXISTING MANHOLES, VALVES, AND PULL BOXES WITHIN THE LIMIT OF CONCRETE IMPROVEMENT SHALL BE ADJUSTED TO FLUSH WITH FINAL GRADE.
9. DETECTABLE WARNING SURFACE SHOULD BE ONE PIECE AND ORIENTED IN THE DIRECTION OF TRAVEL. CUTTING OF NEW DETECTABLE WARNING SURFACE MUST BE APPROVED BY THE ENGINEER.
10. RETAINING CURB SHALL BE PLACED AT THE BACK OF SIDEWALK WHENEVER FEASIBLE.
11. HMA CONFORM SHOULD BE 6 INCHES MINIMUM THICKNESS OR UP TO THE TOP OF EXISTING AGGREGATE BASE, WHICHEVER IS GREATER.
12. ALL CURB MARKING AFFECTED BY NEW CURB RAMP SHALL BE REPAINTED.

GRAPHIC SCALE
10 0 10 20

811 Know what's below. Call before you dig.

DATE | REVISIONS | NO.
SCALE: AS SHOWN | DRAWN: HM/JG | DESIGNED: DS | CHECKED: LL

PROFESSIONAL ENGINEER * REGISTERED * DAVID SETO No. 76738 * STATE OF CALIFORNIA *

PREPARED BY:
CSG CONSULTANTS, INC.
550 PILGRIM DRIVE
FOSTER CITY, CA 94404
PHONE: (650) 522-2500
FAX: (650) 522-2599
EMPLOYEE-OWNED

PREPARED FOR:
CITY OF CLAYTON
Founded 1857 Incorporated 1964
CONTRA COSTA COUNTY – CALIFORNIA

TITLE:
2026 NEIGHBORHOOD STREET REHABILITATION PROJECT
CURB RAMP PLAN

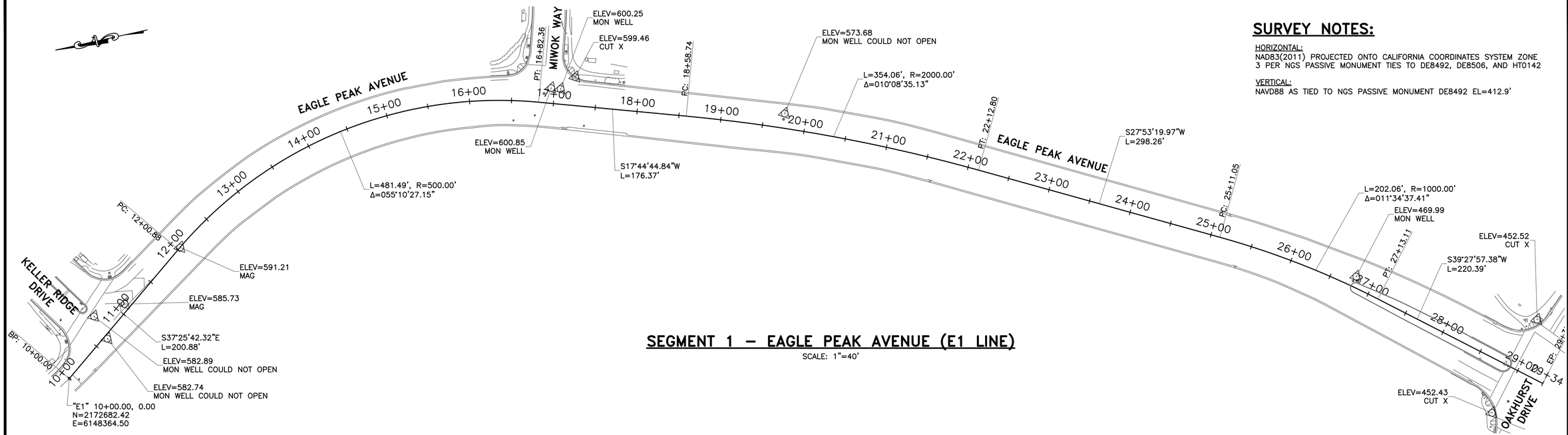
SHEET: 25 OF 30
DATE: 05/08/26
JOB#: 26.839

\\SERVER2\clients\DESIGN\26.839 – Clayton 2026 Neighborhood Street Rehabilitation\PLANS\17-25-CURB RAMP PLAN-839.dwg@ 05/15/26 @ 10:17:15 AM

SURVEY NOTES:

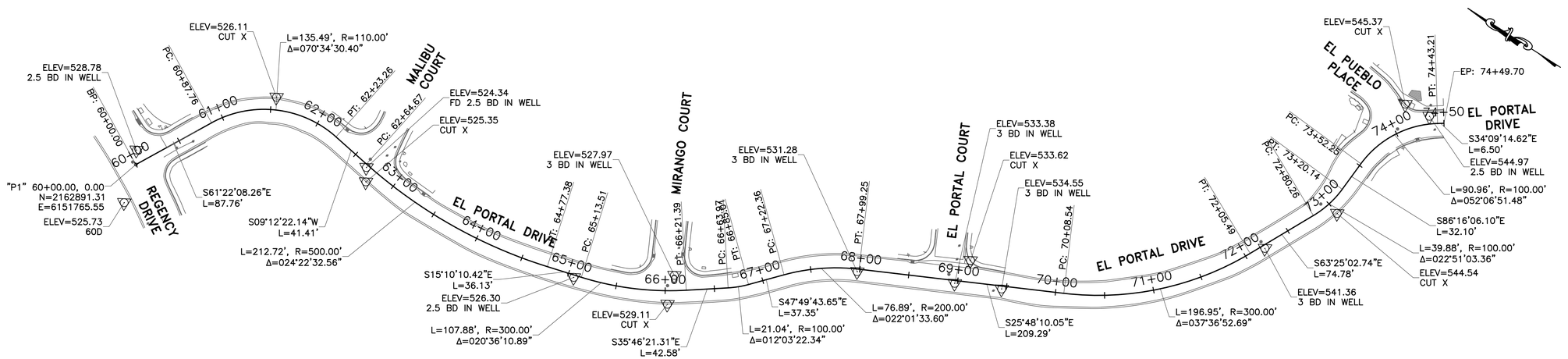
HORIZONTAL:
NAD83(2011) PROJECTED ONTO CALIFORNIA COORDINATES SYSTEM ZONE 3 PER NGS PASSIVE MONUMENT TIES TO DE8492, DE8506, AND HT0142

VERTICAL:
NAVD88 AS TIED TO NGS PASSIVE MONUMENT DE8492 EL=412.9'



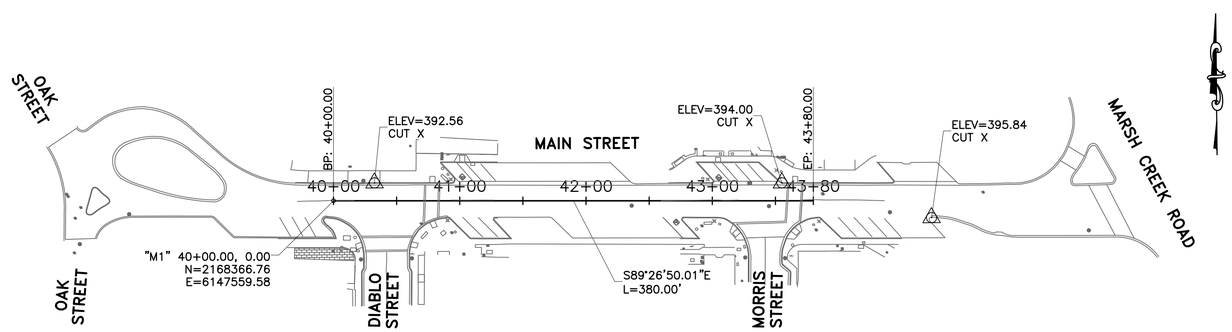
SEGMENT 1 – EAGLE PEAK AVENUE (E1 LINE)

SCALE: 1"=40'



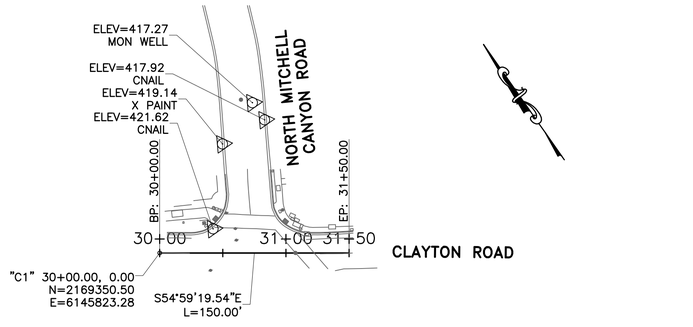
SEGMENT 2 – EL PORTAL DRIVE (P1 LINE)

SCALE: 1"=40'



SEGMENT 4 – MAIN STREET (M1 LINE)

SCALE: 1"=40'



SEGMENT 7 – NORTH MITCHELL CANYON ROAD (C1 LINE)

SCALE: 1"=40'

811 Know what's below. Call before you dig.

PREPARED BY:
CSG CONSULTANTS, INC.
550 PILGRIM DRIVE
FOSTER CITY, CA 94404
PHONE: (650) 522-2500
FAX: (650) 522-2599
EMPLOYEE-OWNED

PREPARED FOR:
CITY OF CLAYTON
CONTRA COSTA COUNTY – CALIFORNIA

TITLE:
2026 NEIGHBORHOOD STREET REHABILITATION PROJECT
SURVEY CONTROL PLAN

SHEET: 26 OF 30

DATE: 05/08/26

JOB#: 26.839

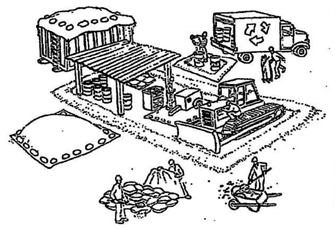
NO.	REVISIONS	DATE

SCALE: AS SHOWN
DRAWN: HM/JG
DESIGNED: DS
CHECKED: LL

REGISTERED PROFESSIONAL ENGINEER DAVID SETO No. 26738 STATE OF CALIFORNIA

Contra Costa Clean Water Program

Program Participants: Antioch, Brentwood, Clayton, Concord, Danville, El Cerrito, Hercules, Lafayette, Martinez, Moraga, Orinda, Pinole, Pittsburg
Pleasant Hill, Richmond, San Pablo, San Ramon, Walnut Creek, Contra Costa County and Contra Costa Flood Control and Water Conservation District



Pollution Prevention — It's Part of the Plan

Make sure your crews and subs do the job right!

Runoff from streets and other paved areas is a major source of pollution in San Francisco Bay and Delta. Construction activities can directly affect the health of the Bay unless contractors and crews plan ahead to keep dirt, debris and other construction waste away from storm drains and local creeks. Following these guidelines will help ensure your compliance with local agency stormwater ordinance requirements.

Materials storage + spill cleanup

Non-hazardous materials management

- ✓ Sand, dirt and similar materials must be stored at least 10 feet from catch basins and covered with a tarp during wet weather or when rain is forecast.
- ✓ Use (but don't overuse) reclaimed water for dust control as needed.
- ✓ Sweep streets and other paved areas daily. Do not wash down streets or work areas with water.
- ✓ Recycle all asphalt, concrete and aggregate base material from demolition activities.
- ✓ Check dumpsters regularly for leaks and to make sure they don't overflow. Repair or replace leaking dumpsters promptly. Cover dumpsters during wet weather.

Hazardous materials management

- ✓ Label all hazardous materials and wastes (such as pesticides, paints, thinners, solvents, fuel, oil and antifreeze) in accordance with local agency, state and federal regulations.
- ✓ Store hazardous materials and wastes in secondary containment and cover them during wet weather.
- ✓ Follow manufacturer's application instructions for hazardous materials and be careful not to use more than necessary. Do not apply chemicals outdoors when rain is forecast within 24 hours.
- ✓ Be sure to arrange for appropriate disposal of all hazardous wastes.

Spill prevention and control

- ✓ Keep a stockpile of spill cleanup materials (rags, absorbents, etc.) available at the construction site at all times.
- ✓ When spills or leaks occur, contain them immediately and be particularly careful to prevent leaks and spills from reaching the gutter, street or storm drain. Never wash spilled material into a gutter, street, storm drain or creek !
- ✓ Report any hazardous materials spills immediately.

Vehicle and equipment maintenance + cleaning



- ✓ Inspect vehicles and equipment for leaks frequently. Use drip pans to catch leaks until repairs are made; repair leaks promptly.
- ✓ Fuel and maintain vehicles on-site only in a bermed area or over a drip pan that is big enough to prevent runoff.
- ✓ If you must clean vehicles or equipment on-site, clean with water only in a bermed area that will not allow rinsewater to run into gutters, streets, storm drains or creeks.
- ✓ Do not clean vehicles or equipment on-site using soaps, solvents, degreasers, steam cleaning equipment, etc.

Earthwork + contaminated soils

- ✓ Keep excavated soil on the site where it is least likely to collect in the street. Transfer to dump trucks should take place on the site, not in the street.
- ✓ Use straw bales, silt fences or other control measures to minimize the flow of silt off the site.



- ✓ Avoid scheduling earth moving activities during the rainy season if possible. If grading activities during wet weather are allowed in your permit, be sure to implement all control measures necessary to prevent erosion.

  Mature vegetation is the best form of erosion control. Minimize disturbance to existing vegetation whenever possible.

  If you disturb a slope during construction, prevent erosion by securing the soil with erosion control fabric, seed with fast-growing grasses or other appropriate erosion control measures.
- ✓ If you suspect contamination (from site history, discoloration, odor, texture, abandoned underground tanks or pipes, or buried debris) call the local agency.

Dewatering operations



- ✓ Reuse water for dust control, irrigation or another on-site purpose to the greatest extent possible.
- ✓ Be sure to call the local agency before discharging water to a street, gutter or storm drain. Filtration or diversion through a basin, tank or sediment trap may be required.
- ✓ In areas of known contamination, testing is required prior to reuse or discharge of groundwater. Consult with the local agency to determine what testing to do and to interpret results. Contaminated groundwater must be treated or hauled off-site for proper disposal.

Saw cutting

- ✓ Always completely cover or barricade storm drain inlets when saw cutting. Use filter fabric, straw bales, sand bags or fine gravel dams to keep slurry out of the storm drain system.
- ✓ Shovel, absorb or vacuum saw cut slurry and pick up all waste as soon as you are finished in one location or at the end of each work day (whichever is sooner !)
- ✓ If saw cut slurry enters a catch basin, clean it up immediately.

Paving/asphalt work



- ✓ Do not pave during wet weather or when rain is forecast.
- ✓ Always cover storm drain inlets and manholes when paving or applying seal coat, tack coat, slurry seal or fog seal.
- ✓ Place drip pans or absorbent material under paving equipment when not in use.
- ✓ Protect gutters, ditches and drainage courses with straw bales, sand bags or earthen berms.
- ✓ Do not sweep or wash down excess sand from sand sealing into gutters, storm drains or creeks. Collect sand and return it to the stockpile or dispose of it as trash.

Do not use water to wash down fresh asphalt or concrete pavement.

Concrete, grout and mortar storage + waste disposal

- ✓ Be sure to store concrete, grout and mortar under cover and away from drainage areas. These materials must never reach a storm drain.
- ✓ Wash out concrete equipment/trucks off-site or designate an on-site area for washing where water will flow onto dirt or into a temporary pit in a dirt area. Let the water seep into the soil and dispose of hardened concrete with trash.



- ✓ If a suitable dirt area is not available, collect the wash water and remove it for appropriate disposal off-site.
- ✓ Divert water from washing exposed aggregate concrete to a dirt area where it will not run into a gutter, street or storm drain. If a suitable dirt area is not available, filter the wash water before discharging to a storm drain.

Painting



- ✓ Never rinse paint brushes or materials in a gutter or street !
- ✓ Paint out excess water-based paint before rinsing brushes, rollers or containers in a sink. If you can't use a sink, direct wash water to a dirt area and spade it in.
- ✓ Paint out excess oil-based paint before cleaning brushes in thinner.
- ✓ Filter paint thinners and solvents for re-use whenever possible Dispose of oil-based paint sludge and unusable thinner as hazardous waste.

Local Agencies: Antioch(925)779-7035; Brentwood(925)634-6920; Clayton(925)672-6690; Concord(925)671-3127; Danville(925)314-3310; El Cerrito(510)215-4382; Hercules(510)799-8247; Lafayette:(925)284-1951; Martinez(925)372-3515; Moraga(925)376-2590; Orinda(925)253-4231
Pinole(510)724-9010; Pittsburg(925)439-4961; Pleasant Hill(925)671-5264; Richmond(510)307-8091; San Pablo (510)215-3030; San Ramon (925)275-2250; Walnut Creek(925)943-5834; Contra Costa County(925)313-2238; Contra Costa Clean Water Program(925)313-2392

Storm drain polluters may be liable for fines of up to $10,000 per day plus $10 per gallon!

811 Know what's below. Call before you dig.

NO.	REVISIONS	DATE

SCALE: AS SHOWN | DRAWN: HM/JG | DESIGNED: DS | CHECKED: LL

REGISTERED PROFESSIONAL ENGINEER DAVID SETO No. 76738 CIVIL STATE OF CALIFORNIA

PREPARED BY:
CSG CONSULTANTS, INC.
550 PILGRIM DRIVE
FOSTER CITY, CA 94404
PHONE: (650) 522-2500
FAX: (650) 522-2599
EMPLOYEE-OWNED

PREPARED FOR: CITY OF CLAYTON
CONTRA COSTA COUNTY – CALIFORNIA

TITLE: 2026 NEIGHBORHOOD STREET REHABILITATION PROJECT
POLLUTION PREVENTION PLAN

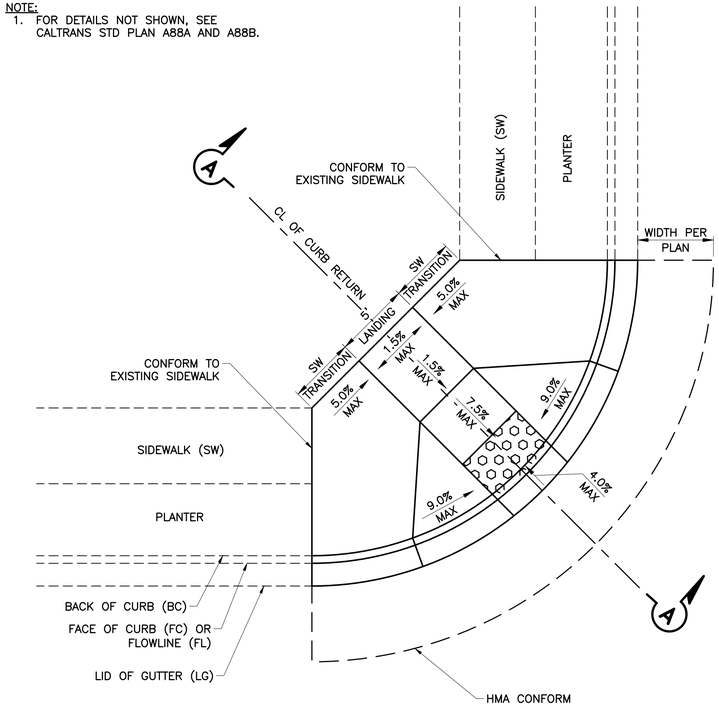
SHEET: 27 OF 30

DATE: 05/08/26

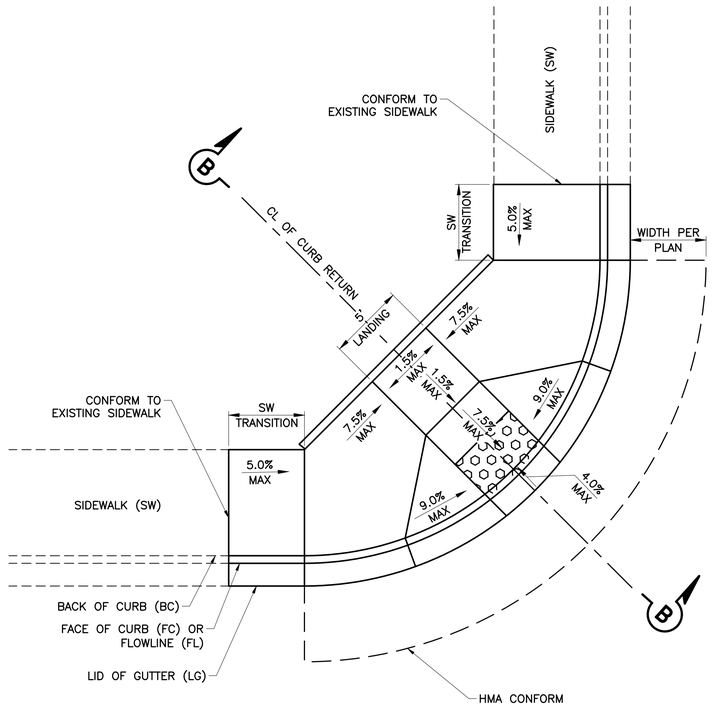
JOB#: 26.839

\\SERVER2\clients\DESIGN\26.839 – Clayton 2026 Neighborhood Street Rehabilitation\PLANS\27-29-CONSTRUCTION DETAILS-839.dwg@ 05/15/26 @ 10:20:12 AM

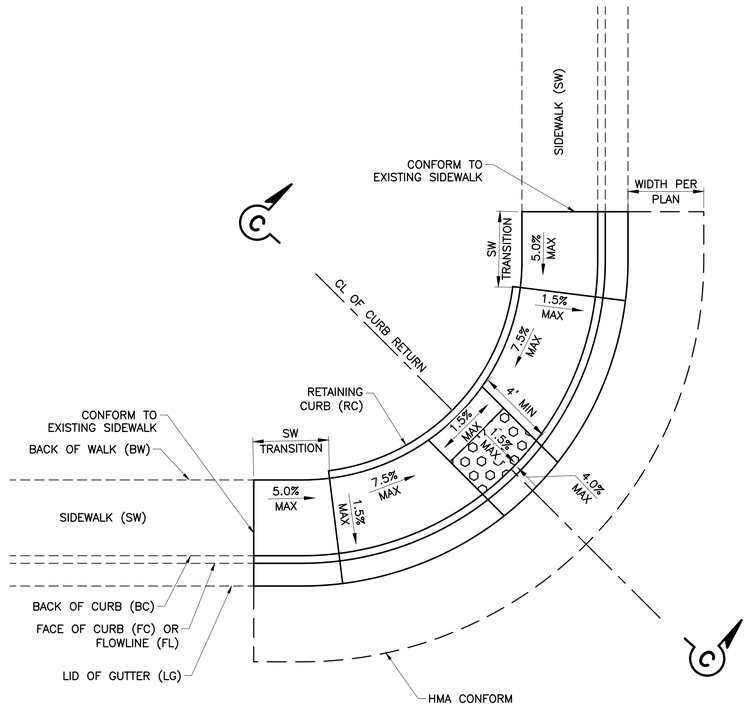
NOTE:
1. FOR DETAILS NOT SHOWN, SEE CALTRANS STD PLAN A88A AND A88B.



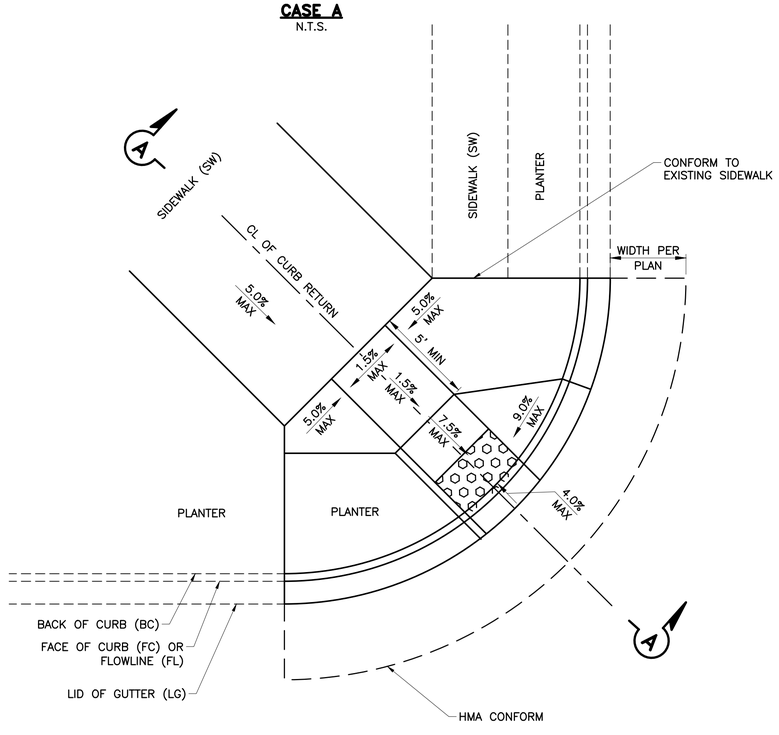
CASE A
N.T.S.



CASE B
N.T.S.

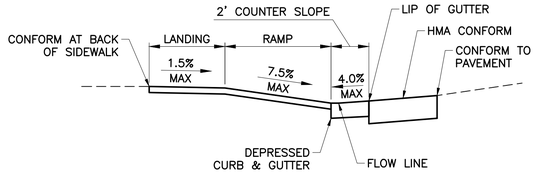


CASE C
N.T.S.

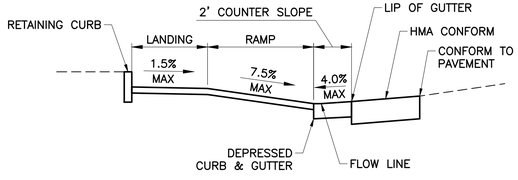


CASE G
N.T.S.

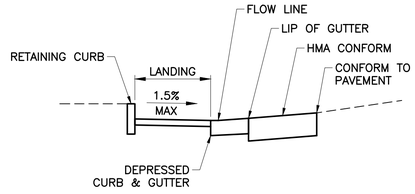
811 Know what's below. Call before you dig.



SECTION A–A
N.T.S.



SECTION B–B
N.T.S.



SECTION C–C
N.T.S.

DATE				
REVISIONS				
NO.				
SCALE: AS SHOWN	DRAWN: HM/JG	DESIGNED: DS	CHECKED: LL	

PREPARED BY:
CSG CONSULTANTS, INC.
550 PILGRIM DRIVE
FOSTER CITY, CA 94404
PHONE: (650) 522-2500
FAX: (650) 522-2599
EMPLOYEE-OWNED

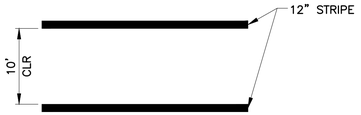
PREPARED FOR:
CITY OF CLAYTON
CONTRA COSTA COUNTY – CALIFORNIA

TITLE:
2026 NEIGHBORHOOD STREET REHABILITATION PROJECT
CONSTRUCTION DETAILS

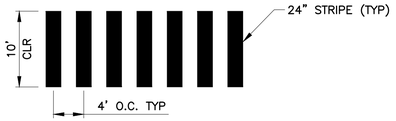
SHEET: 28 OF 30

DATE: 05/08/26

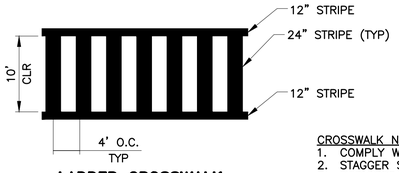
JOB#: 26.839



STANDARD CROSSWALK



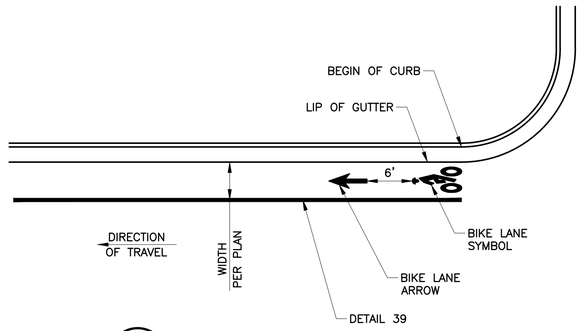
CONTINENTAL CROSSWALK



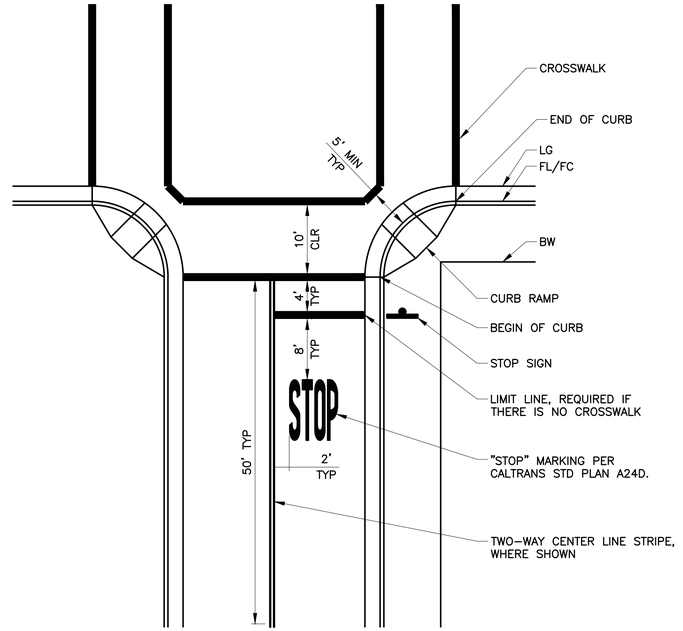
LADDER CROSSWALK

CROSSWALK NOTES:
1. COMPLY WITH CALTRANS STD PLAN A24F.
2. STAGGER STRIPE MARKING TO AVOID WHEEL PATHS.
3. MARKINGS SHALL BE YELLOW NEAR SCHOOL ZONES, AND WHITE EVERYWHERE ELSE.
4. ALIGN THE CROSSWALK STRIPE CLOSEST TO THE INTERSECTION BY USING THE EXTENSION OF FACE OF CURB. THEN MARK THE BACK CROSSWALK STRIPE WITH 10-FOOT OF CLEAR SPACE. FULL RAMP LANDING MUST BE WITHIN THE CROSSWALK AND ALIGNED TO THE CENTER OF CURB RAMP. FINAL CROSSWALK LAYOUT SHALL BE APPROVED BY THE ENGINEER.

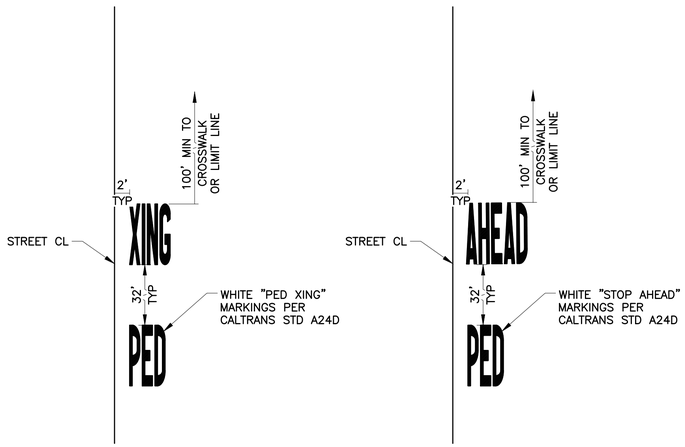
S1 — CROSSWALK MARKING
N.T.S.



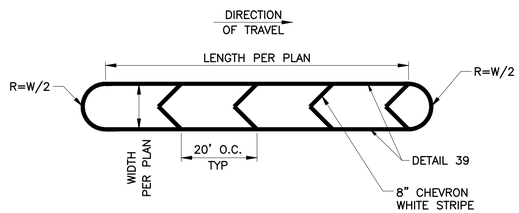
S2 — BIKE LANE SYMBOL MARKING
N.T.S.



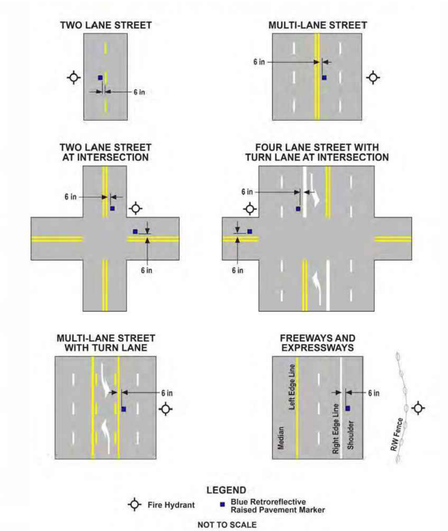
S3 — TYPICAL INTERSECTION MARKING
N.T.S.



S4 — PAVEMENT MARKINGS
N.T.S.



S5 — BIKE LANE CHEVRON DETAIL
N.T.S.



S6 — FH BLUE MARKER DETAIL
N.T.S.

811 Know what's below. Call before you dig.

DATE | REVISIONS | NO.

SCALE: AS SHOWN | DRAWN: HM/JG | DESIGNED: DS | CHECKED: LL

PREPARED BY:
CSG CONSULTANTS, INC.
550 PILGRIM DRIVE
FOSTER CITY, CA 94404
PHONE: (650) 522-2500
FAX: (650) 522-2599
EMPLOYEE-OWNED

PREPARED FOR:
CITY OF CLAYTON
CONTRA COSTA COUNTY — CALIFORNIA

TITLE:
2026 NEIGHBORHOOD STREET REHABILITATION PROJECT
CONSTRUCTION DETAILS

SHEET: 29 OF 30

DATE: 05/08/26

JOB#: 26.839

STRIPING AND MARKINGS

SEG NO.					1	2	3	4	5	6	7
					Eagle Peak Ave	El Portal Drive	Herriman Drive	Main Street	Marsh Creek Road	Mountaire Parkway	North Mitchell Canyon Road
TRAFFIC STRIPES	UNIT	UNIT LENGTH	QTY	ITEM TOTAL	LF	LF	LF	LF	LF	LF	LF
Thermoplastic Stripe - Detail 22	LF	1	2,418	2,418	1,114	90	233	931			50
Thermoplastic Stripe - Detail 25A	LF	1	3,045	3,045					2,491	554	
Thermoplastic Stripe - Detail 27B	LF	1	2,061	2,061	1,998			63			
Thermoplastic Stripe - Detail 29	LF	1	786	786	786						
Thermoplastic Stripe - Detail 32	LF	1	2,879	2,879						2,879	
Thermoplastic Stripe - Detail 38	LF	1	2,025	2,025	1,193				511	321	
Thermoplastic Stripe - Detail 39	LF	1	11,753	11,753	3,093				2,216	6,444	
Thermoplastic Stripe - Detail 39A	LF	1	1,490	1,490	280				476	734	
Thermoplastic Stripe - Detail 40	LF	1	90	90	90						
Thermoplastic Stripe - Chevron	EA	6	133	798	112					21	
		TOTAL		26,457	8,666	90	233	994	5,694	10,953	50

TRAFFIC MARKINGS	UNIT	UNIT AREA	QTY	ITEM TOTAL	SF	SF	SF	SF	SF	SF	SF
Thermoplastic Marking - "STOP"	SF	22	14	308	44	22	44	110		88	
Thermoplastic Marking - "SIGNAL"	SF	32	2	64	32				32		
Thermoplastic Marking - "XING"	SF	21	2	42					42		
Thermoplastic Marking - "AHEAD"	SF	31	3	93	31				31	31	
Thermoplastic Marking - "TRAIL"	SF	30	2	60					60		
Thermoplastic Marking - "NO PARKING"	SF	2	4	8				8			
Thermoplastic Marking - ISA MARKING	SF	14	4	56				56			
Thermoplastic Marking - Shared Roadway Bicycle (Sharrow)	SF	12	2	23	23						
Thermoplastic Marking - Bike Lane Arrow	SF	4	26	91	18				39	35	
Thermoplastic Marking - Bike Lane Symbol with Person	SF	7	26	182						70	
Thermoplastic Marking - Type I Arrow 10'	SF	14	7	98	84					14	
Thermoplastic Marking - Type IV Arrow	SF	15	35	525	120			30	135	240	
Thermoplastic Marking - Type VI Arrow	SF	42	4	168	168						
Thermoplastic Marking - Type VII Arrow	SF	27	5	135	54				54	27	
Thermoplastic White Crosswalk	SF	1	910	910	346				104	460	
Thermoplastic Yellow Crosswalk	SF	1	97	97							97
Thermoplastic Limit Lines	SF	1	136	136	15	13	30	40		38	
Thermoplastic Parking	SF	1	682	682				682			
Thermoplastic Parking ISA	SF	1	277	277				277			
		TOTAL		3,955	935	35	74	1,203	497	1,003	97

DIGOUT REPAIR

Segment 3 - Herriman Drive			
No.	Width (Ft)	Length (Ft)	Total
1	7	140	980
		Total	980

Segment 6 - Mountaire Pkwy			
No.	Width (Ft)	Length (Ft)	Total
1	4	4	16
2	11	45	495
3	4	4	16
4	11	20	220
5	9	21	189
6	5	20	100
7	18	18	324
8	4	4	16
9	4	4	16
10	10	23	230
Total			1,622

CURB RAMP IMPROVEMENTS

SEG NO.	SEGMENT NAME	CROSS STREET	RAMP ID	REMOVE CONCRETE (SF)	CURB RAMP (EA)	CURB RAMP (SF)	DWS (SF)	SIDEWALK (SF)	CURB & GUTTER (LF)	RETAINING CURB (LF)	VALLEY GUTTER (SF)	HMA CONFORM (SF)	RESET PULL BOX (EA)	ADJUST GV BOX (EA)	ADJUST WV BOX (EA)	RESET BENCH (EA)	RESET SIGN (EA)	RESET TRASH CAN (EA)
1	Eagle Peak Ave	Keller Ridge Dr	1-1	294	1	196	15	42	24	16		136						
			1-2	282	1	170	15	50	27	16		152		1				
		Miwok Way	1-3	309	1	80	15	185	22			125						
			1-4	380	1	78	15	234	34			192						
		Oakhurst Dr	1-5	536	2	337	30	75	54	32		290	4					
			1-6	357	1	78	15	225	27			145	3					
TOTAL				2,158	7	939	105	811	188	64	0	1,040	7	1	0	0	0	0
2	El Portal Dr	Regency Dr	2-1	192	1	87	15	29	33	19		190						
			2-2	185	1	87	15	24	32	19		186						
		Malibu Ct	2-3	191	1	86	15	29	33	19		192					1	
			2-4	213	1	87	15	44	36	19		204			1			
		Mirango Ct	2-5	173	1	84	15	20	30	18		174					1	
			2-6	180	1	83	15	18	35	18		172						
		El Portal Ct	2-7	331	1	86	15	35	34	19	132	73					1	
			2-8	359	1	86	15	41	36	19	150	78						
		El Pueblo Pl	2-9	296	1	150	15	67	35	17		200						
			2-10	249	1	158	15	30	26	17		149						
			2-11	195	1	80	15	48	29	17		150						
TOTAL				2,560	11	1,074	165	385	359	201	282	1,768	0	0	1	0	3	0
4	Main St	Diablo St	4-1	417	1	84	15	277	28			24	1			1		1
			4-2	620	2	119	30	405	48			36			1	1	1	
			4-3	233	1	44	15	133	28			33	2					1
		Morris St	4-4	204	1	64	15	108	16			5						
			4-5	180	1	76	15	74	15									
			4-6	516	1	121	15	323	36			46	2					
TOTAL				2,170	7	508	105	1,320	171	0	0	144	5	0	1	2	1	2
7	N. Mitchel Canyon Road	Clayton RD	7-1	167	1	47	15	93	12	6		67						
			7-2	295	1	147	15	68	36	16		202	1					
		Cardinet Dr	7-3															
			7-4															
TOTAL				462	2	194	30	161	48	22	0	269	1	0	0	0	0	0

811 Know what's below. Call before you dig.

ALL QUANTITIES ARE FOR INFORMATION ONLY, CONTRACTOR SHALL VERIFY ALL QUANTITIES SHOWN.

DATE | REVISIONS | NO.

SCALE: AS SHOWN | DRAWN: HM/JG | DESIGNED: DS | CHECKED: LL

REGISTERED PROFESSIONAL ENGINEER — DAVID SETO — No. 26838 — STATE OF CALIFORNIA

PREPARED BY:
CSG CONSULTANTS, INC.
550 PILGRIM DRIVE
FOSTER CITY, CA 94404
PHONE: (650) 522-2500
FAX: (650) 522-2599
EMPLOYEE-OWNED

PREPARED FOR: CITY OF CLAYTON
CONTRA COSTA COUNTY – CALIFORNIA

TITLE:
2026 NEIGHBORHOOD STREET REHABILITATION PROJECT
QUANTITY SHEET

SHEET: 30 OF 30

DATE: 05/08/26

JOB#: 26.839

TECHNICAL SPECIFICATIONS

Table of Contents

SECTION 01 – SUMMARY OF WORK 3
SECTION 02 – PROJECT MEETINGS 5
SECTION 03 – SUBMITTALS 7
SECTION 04 – CONSTRUCTION SCHEDULE 10
SECTION 05 – ADJACENT PROPERTY OWNERS 12
SECTION 06 – EXISTING FACILITIES 15
SECTION 07 – SUMMARY OF BID ITEMS 19
SECTION 08 – MOBILIZATION 21
SECTION 09 – TRAFFIC CONTROL 24
SECTION 10 – WATER POLLUTION CONTROL 31
SECTION 11 – TREE PROTECTION 37
SECTION 12 – CONSTRUCTION SURVEYS 39
SECTION 13 – MONUMENT PRESERVATION 41
SECTION 14 – MANHOLE COVER AND VALVE BOX ADJUSTMENT 43
SECTION 15 – CONCRETE CURBS AND SIDEWALKS 47
SECTION 16 – BASE FAILURE REPAIR (DIGOUT) 56
SECTION 17 – CRACK TREATMENTS 59
SECTION 18 – SLURRY SEAL 62
SECTION 19 – REMOVE EXISTING ASPHALT CONCRETE PAVEMENT 67
SECTION 20 – TYPE A HOT MIX ASPHALT 69
SECTION 21 – GEOSYNTHETIC PAVEMENT INTERLAYER 76
SECTION 22 – SIGNS AND MARKERS 78
SECTION 23 – TRAFFIC STRIPES, MARKINGS AND MARKERS 81

SECTION 01 – SUMMARY OF WORK

PART 1 - GENERAL

Scope of Work

The work to be done consists of the curb ramp, curb & gutter, sidewalk, surface facility adjustment, slurry seal, digout, crack seal, hot mix asphalt mill and fill, paving mat, fiber reinforced asphalt concrete, signing and striping, signal loop replacement and all other work necessary to construct the project complete and in satisfactory condition, all as shown on the Contract Documents and/or as specified herein.

Location

1. Eagle Peak Ave from Keller Ridge Drive to Oakhurst Drive
2. El Portal Drive from Regency Drive to City limit/El Pueblo Place
3. Herriman Drive from Mitchell Canyon Road to Tiffin Drive
4. Main Street from Oak Street to March Creek
5. Marsh Creek Road from El Molino Drive to Marsh Creek Road / Clayton Road
6. Mountaire Pkwy from Marsh Creek Road to Mountaire Circle
7. North Mitchell Canyon Road from Clayton Road to End

Start of Work

Contractor shall not start work until after a receipt of a Notice to Proceed issued by the Project Manager. The Contractor shall notify the City at least two weeks prior to the intended start date.

Hours of work shall conform to the Special Conditions.

The Contractor must control operations such that the following conditions can be met:

1. All work shall be coordinated with the Traffic Control Plan, Project Schedule, Submittals and other requirements of the Contract Documents.
2. Any modification to the traffic control shall be approved in writing in advance by the Engineer.

Permits

The Contractor shall ensure that all necessary permits and licenses have been granted prior to commencing work. The Contractor shall not proceed to work in areas requiring permits or licenses until such are obtained.

The Contractor shall not hold the City liable for any delays in obtaining any and all permits, licenses or permissions to construct as long as the Contractor has items of work that could be accomplished besides those items that require permits. Additional working days may be allowed due to permit delays at the discretion of the Engineer. Payment for any work and/or coordination related to obtaining permits and for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed. However, the City shall pay all permit fees.

The Contractor shall notify the Engineer in writing of pending permit delays five (5) working days before the delay will affect progress of work. If the Engineer approves the request for permit delays, additional working day calculations will only be allowed to start five (5) days after Contractor notifies the Engineer in writing of pending permit delays.

Electric Power

The Contractor shall furnish electric power required to perform the work.

The Contractor shall be responsible to coordinate with PG&E to energize all electrical systems for the project. The Contractor shall be responsible for payment of electricity costs until all electrical facilities are accepted by the City. The Contractor is responsible for maintenance of the electrical systems until acceptance of the entire project by the City.

PART 2 - MATERIALS

Not Used

PART 3 - EXECUTION

Not Used

PART 4 - PAYMENT

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to perform all work required to conform to this Section shall be considered as included in the Contract prices paid for the various bid items of work involved and no additional compensation will be allowed.

SECTION 02 – PROJECT MEETINGS

PART 1 - GENERAL

Preconstruction Conference

Upon receipt of the Notice to Proceed, or at an earlier time if mutually agreeable, the Engineer will arrange a preconstruction conference to be attended by the Contractor's superintendent or other project representative authorized to commit on the behalf of the Contractor.

The purpose of this conference will be to establish a working relationship and understanding between the parties and to discuss subjects as may be pertinent for the execution of the work

The Contractor shall be prepared to discuss the following subjects, as a minimum:

1. Required schedules.
2. Status of Bonds and Insurance.
3. Sequencing of critical path work items.
4. Progress payment procedure.
5. Project changes and clarifications.
6. Use of site, access, office and storage areas, security and temporary facilities.
7. Major product delivery and priorities.
8. Contractor's safety plan and representative.

Progress Meetings

The Engineer will arrange and conduct progress meetings. The Engineer will prepare and circulate a draft agenda of each meeting. The Contractor may add items as appropriate to the draft agenda.

Progress meetings will be conducted on a regular basis, at such frequency as the Engineer and Contractor may mutually agree. Progress meetings shall be attended by the Engineer, Operations personnel, Contractor's superintendent or other project representatives, and representatives of all subcontractors involved in the work at the time of the meeting, required by the Contractor, or requested by the Engineer.

The purpose of the meetings will be to facilitate the work of the Contractor and any subcontractor or other organization that is not up to schedule, resolve conflicts, identify and resolve any potential delays or necessary changes in the work and in general, coordinate and facilitate the execution of the work.

The agenda of progress meetings shall include review of work progress, the latest Construction Schedule submittal (monthly), potential project delays, and the status of key shop drawings, submittal reviews, information requests, safety concerns, record drawings, and extra work items.

PART 2 - MATERIALS

Not Used

PART 3 - EXECUTION

Not Used

PART 4 - PAYMENT

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed.

SECTION 03 – SUBMITTALS

PART 1 - GENERAL

Scope of Work

After the notice to proceed is issued, but prior to the start of construction, the Contractor shall submit to the City, for approval, all required permits and verification of the location and depth of all existing utilities and underground facilities within the project limits. The Contractor shall notify the Engineer of any discrepancies between the conditions in the field and the project plans.

Submittal requirements specified in this section include shop drawings, product data, samples, and miscellaneous work-related submittals.

The Contractor shall submit to the City for approval, prior to the start of construction, the following:

1. Emergency Phone Number List
2. Temporary Traffic Control Plan
3. Storm Water Pollution Prevention Plan
4. Construction Schedule
5. Haul Route Proposal
6. Proof of Agreement for Staging Area
7. Resume of Proposed Project Superintendent

The Contractor shall submit to the City for approval, prior to beginning any work associated with these submittals, the following:

1. Class 2 Aggregate Base
2. Concrete Mix Design
3. Concrete Cure
4. Hot Mix Asphalt (HMA) Mix Design
5. Slurry Seal (Type II)
6. Crack Seal (Type II)
7. Paving Mat
8. Fiber Reinforced Asphalt Concrete
9. Backfill Material
10. Detectable Warning Surface (DWS)

Engineer’s Review:

The Engineer will have a minimum of ten (10) working days to review each submittal. It is the responsibility of the Contractor to organize submittals in order of importance and need. The Contractor shall submit electronic copies of all submittals; however the City may request hard copies as needed.

The Engineer’s review of shop drawings will be general and shall not be construed:

1. As relieving Contractor of responsibility for omissions or errors, including details, dimensions, materials, etc.;
2. That review of a separate item indicates acceptance of an assembly in which the item functions.

Quality Assurance

Each submittal shall have a Certificate of Compliance signed by the manufacturer of the material or the manufacturer of the assembled materials and shall state that the materials involved comply in all respects with the requirements of these technical specifications.

Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of the responsibility of incorporating material in the work which conforms to the requirements of the plans and specifications, and any material not conforming to the requirements will be subject to rejection whether in place or not. The City reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.

Materials will be inspected at destination to assure compliance with the specified requirements. Any materials that are found to be defective or that do not meet the requirements of the specifications must be replaced.

The Contractor must schedule the Work to allow time for Quality Assurance Testing.

Haul Route Approval

The Contractor shall familiarize himself/herself with the condition of the local streets and roads that may be used for hauling material and equipment to and from the job site. Some existing roads may have inadequate pavement sections to support fully loaded trucks or other heavy equipment.

The proposed haul route shall be submitted prior to the start of construction for review and approval by the Engineer.

PART 2 - MATERIALS

Not Used

PART 3 - EXECUTION

Contractor’s Responsibilities

Provide permanent marking on each submittal to identify Project, date, Contractor, subcontractor, submittal name, and similar information to distinguish it from other submittals.

Each submittal shall be submitted with the cover sheet.

Number all submittals.

Sign and date, with Contractor’s review stamp on each sheet of submitted material indicating that submittal is in conformance with Contract Documents

Include sufficient data to permit a detailed study of product or system submitted.

Mark each item submitted with the applicable page and paragraph number of the Specification Section and/or the detail and sheet number of the Contract Drawings.

Include manufacturer's installation instructions and test reports where applicable.

Engineer's Responsibilities

Engineer's Action: Engineer will review each submittal, mark with "Action" and return within ten (10) calendar days from date of receipt.

Where submittal must be held for coordination with other submittals, Contractor will be so advised without delay.

Action markings shall be interpreted as follows:

1. "No Exception Taken" - Work may proceed, provided it complies with Contract Documents.
2. "Exceptions Noted" - Work may proceed, provided it complies with notations and corrections on submittal and with Contract Documents.
3. "Revise and Resubmit" or "Rejected" - Do not proceed with Work. Revise submittal in accordance with notations thereon, and resubmit without delay to obtain a different action marking

PART 4 - PAYMENT

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed.

SECTION 04 – CONSTRUCTION SCHEDULE

PART 1 - GENERAL

Scope of Work

The work specified in this Section includes the Contractor's preparation, submittal, maintenance and use of a computerized Critical Path Method (CPM) Construction Schedule to plan and monitor construction progress for the project.

The computerized CPM schedule shall be completed using Microsoft Project for Windows or another software package acceptable to the Engineer.

Preparation and Submittal Procedure

The Contractor's on-site construction supervisor (superintendent, project manager, etc.) shall be directly involved in preparation of the Construction Schedule.

The Construction Schedule shall be completed and submitted to the Engineer within 30 days after Notice to Proceed.

By preparing and submitting the Construction Schedule the Contractor represents that the Contractor can and intends to execute the work and portions thereof within the specified times and constraints and that the Contractor's bid covers the costs associated with the execution of work in accordance with the Construction Schedule.

At the time of submittal of the Construction Schedule, Contractor's on-site construction supervisor shall review the schedule with Engineer's construction project representative.

If the initial Construction Schedule submittal is not acceptable to the Engineer, it shall be revised in coordination with observations and comments from the Engineer and resubmitted within 7 days of the return of the schedule to the Contractor.

Construction Schedule Review

The Construction Schedule will be reviewed monthly during an agreed upon progress meeting to verify at a minimum:

1. Actual start and finish dates of completed activities since the last progress meeting.
2. Durations and progress of all activities not completed.
3. Critical submittals/materials delivery problems.
4. Potential project delays.
5. Any activity behind schedule and Contractor's plan to bring it back on schedule.

Reason, logic, time, and cost data for Change Order work that is to be incorporated into the Construction Schedule or payment request form.

Payment due to the Contractor based on percentage complete of items in the submittal payment request form

City Trucks and Buses

Contractor shall schedule construction operations such that trash pickup services are not interrupted or affected. Contractor shall coordinate with the Disposal Company/City to prevent any conflicts or interruptions in trash pickup services.

The Contractor shall not impede or impair waste haulers, recycling operations and buses within the project area. It is the Contractor's responsibility to determine which waste haulers, recycling operators and buses are scheduled to work/run in the project area and to develop a project schedule that will not impede or impair their operations.

PART 2 - MATERIALS

Not Used

PART 3 - EXECUTION

Not Used

PART 4 - PAYMENT

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed.

SECTION 05 – ADJACENT PROPERTY OWNERS

PART 1 - GENERAL

Adjacent Property Owners

The Contractor shall give written notice seven (7) calendar days in advance of construction to notify all property owners and their tenants indicating the date(s) of construction within or adjacent to their property. Property owners shall also be notified of fences, mailboxes, etc., that will be temporarily removed for construction or relocated. The Contractor shall submit to the Engineer a sample letter of notification for approval three (3) working days prior to distribution to property owners. The Contractor may obtain a list of property owners and their addresses from the City.

The Contractor shall provide for continuous vehicular and pedestrian ingress and egress to private properties and residential/commercial driveways adjacent to work through the period of construction.

Limits of Work

The street right of way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way for purposes which are not necessary to perform the required work.

Use of the Contractor's work areas and other City-owned property shall be at the Contractor's own risk, and the City shall not be held liable for any damage to or loss of materials or equipment located within such areas.

The Contractor shall remove all equipment, materials, and rubbish from the work areas and other City-owned property which the Contractor occupies and shall leave the areas in a presentable condition, in accordance with the provisions in Section 4-1.13, "Cleanup," of the Caltrans Standard Specifications.

The Contractor shall secure at his own expense any area required for plant sites, storage of equipment or materials, or for other purposes if sufficient area is not available to him within the contract limits, or at the sites designated on the plans outside the contract limits.

In the areas of City right of way not designated for the exclusive use by the Contractor, the Contractor shall coordinate with adjacent project and property owners to ensure that storage of materials will not restrict access for those projects or properties. If stored materials must be relocated to provide access, the Contractor shall relocate the stored material at his own expense and no claim for costs to relocate the stored materials will be allowed.

The Contractor shall limit his operations to the areas within the existing City right-of-way or in areas the City has acquired a temporary construction easement. Where the specific limits of work are not designated on the plans or specified in these Specifications, the Contractor shall limit his operation to the existing road rights of way.

All existing structures, residences, operating utilities, power poles, and other devices within the work area shall be maintained at all times during construction.

Use of Owner's Facilities

The Contractor may use existing facilities or equipment in the Work for construction purposes, only if the Owner's written permission is obtained.

Restore existing facilities and equipment to original condition in a manner satisfactory to the Owner.

PART 2 - MATERIALS

Not Used

PART 3 - EXECUTION

Notice to Affected Parties

At ten (10) working days and again at two (2) working days prior to mobilizing to a site or performing any action which affects residents, schools or businesses, the Contractor shall distribute an approved written, "door hanger" type notice to all adjoining residents and businesses, property owners, tenants and applicable parties. Such notice shall state that all vehicles and equipment need to be moved off of the street and include the expected date for start of construction, a general description of the construction activity to take place, expected duration of the activity, traffic delays, alternative routes, driveway closures and the name, address, and a 24-hour local telephone number of the Contractor. The Contractor shall check for messages hourly from 7:00 a.m. to 6:00 p.m. and at least once every twelve (12) hours during nights, weekends and holidays. The Contractor shall respond promptly to all messages.

A draft copy of the notice shall be provided to the Engineer for approval, prior to distribution. The Contractor shall notify all residents and businesses within at least 300 feet of the work. It is the Contractor's responsibility to keep all affected residents, schools and businesses notified of the work and work schedule, and to provide whatever facilities are necessary to assure the minimum possible inconvenience to their lives and operations.

The Contractor shall provide the Engineer a copy of the proposed written notification prior to mailing or delivery for approval at least five (5) days prior to their distribution. The Contractor shall provide a copy of the written notification as mailed or delivered, as well as a list of all recipients of such notifications. The Contractor shall maintain an updated and chronological record at the job site of all written notifications along with a list of recipients. Such records shall be made available to the engineer upon request. All information shall be submitted to the Engineer for inclusion on the City Web Page.

Five (5) working days prior to construction activities, the following parties shall also be notified:

1. School District
2. Transit
3. Postal Service
4. Police Department
5. Disposal Company
6. Fire Department
7. Others

Delays in performing the work or changes in the construction schedule, for any reason, shall require the Contractor to provide written re-notification to residents, businesses, City services and the local newspaper within 24 hours that any delay or change is reported to or discovered by the Engineer. If the local paper publishes an incorrect schedule, The Contractor shall re-publish the correct schedule to run the following two (2) consecutive days.

Failure to properly notify residents will necessitate the Contractor to reschedule his work with no additional working days to be added to the Contract and additional liquidated damages applied.

PART 4 - PAYMENT

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed.

SECTION 06 – EXISTING FACILITIES

PART 1 - GENERAL

Scope of Work

Existing facilities above and below ground that are not designated to be removed shall be protected from injury or damage. The Contractor, if ordered by the Engineer, shall provide and install suitable safeguards, approved by the Engineer, to protect such objects from injury or damage. If such objects are injured, damaged, or removed by reason of the Contractor's operations, they shall be immediately replaced or restored to the satisfaction of the Engineer at the Contractor's expense.

It is not the intent of the plans to show the exact location of existing or relocated utilities, and the Engineer assumes no responsibility therefor. Whenever such utilities are indicated thereon, the Contractor shall be responsible for verifying their actual location and depth in the field.

If the Contractor learns of the existence or location of any underground utility omitted from or shown incorrectly on the Plans or not properly marked, the Contractor shall immediately notify the Engineer. The fact that any underground facility is not shown upon the plans shall not relieve the Contractor of his responsibility under Section 5-1.36D, "Non-Highway Facilities," of the Caltrans Standard Specifications. It shall be the Contractor's responsibility, pursuant thereto, to ascertain the location of such underground improvements or facilities which may be subject to damage by the construction operations.

Specifications

Comply with Section 5-1.36, "Property and Facility Preservation," Section 7-1.05 "Indemnification," Section 7-1.06, "Insurance," and Section 15, "Existing Facilities," of the Caltrans Standard Specifications.

Nothing in these Specifications shall relieve the Contractor from his/her responsibility in conformance with the provisions in Section 7-1.04, "Public Safety," of the Caltrans Standard Specifications.

Existing Utilities

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include but are not limited to the following:

Notification Center	Telephone Number
USA North 811	1-800-642-2444

If such facilities are not located on the plans in both alignment and elevation, no work shall be performed in the vicinity of said facilities until the owner, or representative, has located the facility by potholing, probing, or other means that will locate and identify the facility.

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 6 inches in diameter or pipelines operating at pressures greater than 60 psi gauge; underground electric supply system conductors or cables, with potential to ground of more than 300 volts, either directly buried or in duct or conduit which do not have concentric grounded conductors or other effectively grounded metal shields or sheaths.

The Contractor shall cooperate completely with all utility companies having facilities within the project area. Any delay caused by the utility companies in completion of their work will not entitle the Contractor to additional compensation.

This project includes work on streets with overhead utility and service lines. In some locations, these utility and service lines may have minimal vertical clear distance or clearance above the existing elevations within the limits of work. It is the Contractor's responsibility to conduct operations around the facilities such that the work is accomplished without damage to these facilities. The Contractor shall notify each utility owner at least two (2) working days prior to the planned work operation around these overhead facilities, and shall satisfy all requirements and safety standards for working in close proximity to these utility and service lines, as required.

Existing Utilities Contacts

The following utilities may have facilities within the Project area:

1. Pacific Gas and Electric (PG&E)
2. Contra Costa Water District (CCWD)
3. AT&T
4. Comcast

Existing Trees

Attention is directed to Section 5-1.36, "Property and Facility Preservation," of the Caltrans Standard Specifications.

This project includes work on streets with mature trees adjacent to the roadway and sidewalk. In some locations, the tree canopy may extend over the roadway. It is the responsibility of the Contractor to conduct construction operations around said tree canopy such that the work is accomplished without damaging or injuring tree or tree limbs in any way. If existing trees or shrubs encroach into the public right-of-way and threaten to obstruct the Contractor's operations, the Contractor shall request permission to trim existing trees or shrubs, at least five (5) working days prior to the date of scheduled tree trimming. All tree and shrub trimming must have prior approval of the Engineer and shall be performed by a Contractor possessing a C-27 or C-61 license.

A special notice pertaining to the tree trimming shall be delivered to the adjacent homes or businesses at least two working days before the tree is trimmed. The notice shall be reviewed and approved by the Engineer before delivery.

When permitted by the Engineer, tree pruning shall be performed by a Certified Arborist and in accordance with “Pruning Standards,” published by the Western Chapter of the International Society of Arboriculture. The Arborist can be a person in the employment of the Contractor as long as the person has been certified by the Western Chapter of the International Society of Arboriculture. The Certified Arborist shall be approved in advance by the Engineer, and all pruning shall be done in the presence of the Engineer.

Existing Detector Loops

The work performed in connection with Existing Detector Loops shall conform to Section 15, “Existing Facilities,” of the Caltrans Standard Specifications and these Technical Provisions. At least two (2) working days prior to any planned work operation involving any roadway surface damage or removal, including cold planing, wedge grinding, or any other destructive work in the vicinity of any signalized intersection, the Contractor shall notify Underground Service Alert (USA).

Existing loops remain in place.

1. The Contractor shall make every effort to protect the existing traffic signal inductive loop conductors that are to remain in place. If these detector loops are damaged or become inoperative, the Contractor shall notify the Engineer immediately and the Contractor must replace the loops before the end of the working period, unless otherwise directed by the Engineer.
2. If any part of the loop conductor, including the portion leading to the adjacent pull box, is damaged by the Contractor’s operations, the entire detector loop shall be replaced at the Contractor’s expense. If any adjacent loop is damaged during replacement, that loop shall also be replaced at the Contractor’s expense and in conformance with City Standards.

Existing loops to be removed and/or replaced.

1. At locations where detector loops are to be removed and/or replaced the Contractor shall notify the Engineer at least two (2) working days in advance of the detector loop removal operation. The loops to be replaced as indicated on the Plans and in these Technical Specifications shall be done in conformance with City Standards and the provisions of the Technical Specification Section, “Traffic Signal Detector Loops.” The detector loops shall be replaced within 48 hours of being disturbed, damaged, removed, or becoming inoperative.

Existing Traffic Striping, Markings, and Markers

The Contractors’ attention is directed to Section 5-1.36, “Property and Facility Preservation,” of the Caltrans Standard Specifications. Existing traffic stripes, pavement markings and pavement markers that are outside the areas of the asphalt concrete pavement overlay and/or slurry seal that are to remain in place shall be protected from wheel marks and other damage by the Contractor. Damaged traffic stripes, pavement markings and pavement markers shall be cleaned or replaced as approved by the Engineer. The restoration of such objects will be at the Contractor’s expense and in conformance with City Standards.

Reset Existing Sign

Street Signs may require resetting or relocating on new foundation as a result of the project improvements as indicated on the plans and as directed by the Engineer. Existing foundation shall be removed completely.

Reset Existing Facilities

Reset existing trash can, benches, and other facilities as a result of the project improvements as indicated on the plans and as directed by the Engineer.

PART 2 - MATERIALS

Not Used

PART 3 – EXECUTION

Not Used

PART 4 - PAYMENT

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed.

Any delays to the Contractor's operations as a direct result of utility or other non-highway facilities not being arranged due to a strike or labor dispute shall entitle the Contractor to an extension of time as provided in Section 8- 1.07B, "Time Adjustments," of the Caltrans Standard Specifications. The Contractor shall be entitled to no other compensation for that delay.

Any delay caused by the utility companies in completion of their work will not entitle the Contractor to additional compensation.

SECTION 07 – SUMMARY OF BID ITEMS

PART 1 - GENERAL

Bid Schedule

Payment for the various items of the Bid Schedule, as further specified herein and in their respective section, shall include full compensation to be received by the Contractor for furnishing all labor, materials, tools, equipment and services necessary to perform all work for the construction, maintenance, testing, and placing of all items of work being described, including all appurtenances thereto and including the costs of all permits and the cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various items of work.

The bid item descriptions listed in the Bid Schedule of the proposal are not intended to be exclusive and comprehensive descriptions of all the work categories and scope necessary to complete the project. As such, the Contractor shall determine, segregate and include in his/her pricing for each bid item the cost for furnishing and installing all labor, materials, tools, equipment and other incidentals necessary to complete all the contract work involved in the project, as described by the Contract Documents, complete in place.

Unless otherwise noted, estimated quantities on the bid schedule are believed to be accurate, however, the Contractor should self-verify the quantities as it relates to ordering sufficient material and scheduling work. Actual field measured quantities, complete in place, not the quantities listed in the bid schedule, will govern final payment.

All materials designated to be removed shall become the property of the Contractor, unless otherwise noted, and shall be disposed of in accordance with local, state, and federal laws and ordinances.

Full compensation for performing the work in these specifications shall be included in the prices paid for the various contract items of work and no additional compensation will be allowed.

Increase Or Decrease Quantities

The City reserves the right to make such alterations, deviations, additions to, or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work or to omit any item or portion of the work, as may be deemed by the Engineer to be necessary or advisable and to require such extra work as may be determined by the Engineer to be required for the proper completion or construction of the whole work contemplated, without adjustment in the unit price as bid. Section 9-1.06B and Section 9-1.06C of the Caltrans Specifications shall not apply.

Any such changes will be set forth in a contract change order, which will specify, in addition to the work to be done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A contract change order will not become effective

until approved by the Public Works Director. The City Manager and/or City Council approval may be necessary depending on the amount of the change order.

Revocable Bid Item

The use of term “Revocable” if used in bid items, implies the bid item may be increased or decreased from work at the option of the City. The City reserves the right to make such alterations, deviations, additions to, or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work or to omit any item or portion of the work, as may be deemed by the Engineer to be necessary or advisable and to require such extra work as may be determined by the Engineer to be required for the proper completion or construction of the whole work contemplated, without adjustment in the unit price as bid.

PART 2 - MATERIALS

Not Used

PART 3 - EXECUTION

Not Used

PART 4 - PAYMENT

Full compensation for furnishing all transportation, temporary facilities and utilities, labor, materials, tools, equipment, and incidentals necessary to perform all work required to conform to this Section shall be considered as included in the Contract prices paid for the various bid items of work involved and no additional compensation will be allowed.

SECTION 08 – MOBILIZATION

PART 1 - GENERAL

Scope of Work

Mobilization shall consist of preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, including administration, overhead, bonds, insurance and incidentals; for the establishment of all facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various Contract items on the project site. Mobilization shall include de-mobilization of equipment and personnel upon completion of construction.

The Contractor shall ensure that adequate existing sanitation facilities are available, or the Contractor shall provide and maintain adequate sanitation facilities. All waste and refuse from sanitary facilities provided by the Contractor's operations shall be disposed of away from the site in accordance with all laws and regulations pertaining thereto.

Demobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the removal of personnel, equipment, supplies, temporary storm inlet protection measures, and incidentals from the project site and for all other work and operations which must be performed, or costs incurred after completion of the various contract items on the project site.

Specifications

Comply to the applicable provisions in Section 9-1.16D, "Mobilization," of the Caltrans Standard Specifications.

PART 2 - MATERIALS

Not Used

PART 3 - EXECUTION

Staging

The Contractor shall prepare a Staging Plan that includes every phase of construction. The Staging Plan shall be submitted to the Engineer within 10 days of the Notice to Proceed. Work shall not proceed without the Engineer's advance approval of the Staging Plan.

It is the responsibility of the Contractor to locate a staging area for office setup, construction laydown areas, or the like, and is an appropriate area for mixing and storing materials and equipment. The staging area may be located inside or outside the City Limits. Temporary utility controls shall be arranged solely by the Contractor. It is the Contractor's responsibility to inspect the site to determine its suitability for his operations to execute this contract. Contractor is required to obtain and show proof of all permits required by the State and/or local agencies for use of the staging area.

The Contractor shall not use any private driveways or property to turn around or for temporary stockpile of material or staging areas unless written permission is obtained from the property owner by the Contractor.

The Contractor shall survey the area for construction staging point locations and shall negotiate the use of private property with the property owner. The Contractor shall show proof of an agreement prior to using any private property for a staging area and the City shall approve the conditions of the agreement. No staging or storage of materials will be allowed on the public right of way unless specifically requested by the Contractor and approved in writing by the Engineer.

The staging plan needs to consider the locations of schools and other facilities that have high volumes of traffic that will be affected by the construction. The Contractor shall schedule his operations to minimize the impact on traffic.

The City is not responsible for providing said staging area. Temporary chain link fencing with privacy screening will be required on-site and shall be provided by the Contractor.

Upon completion of the project or as specified in the staging agreement and plan, the Contractor shall clean the site and return the site to its original condition. The Contractor shall replace with like materials any improvement damaged by the Contractor's staging operations. Should the Contractor fail to perform these duties, the Engineer, at the Engineer's sole discretion, may elect to have City, or contract forces, perform the duties, deducting the expenses incurred from any moneys that are due, or become due, to the Contractor. By exercising this option, the Contractor is in no way relieved of the responsibility to perform these duties.

The staging area(s) shall be maintained throughout the duration of the project such that it is not construed as visual blight in the opinion of the Engineer/Inspector. All adjoining streets, sidewalks and gutters shall be swept free of construction materials tracked onto them at the end of each day. Failure to do so will result in City forces cleaning the area at the Contractor's expense.

Construction Sequence

The Contractor shall prepare and submit at the pre-construction meeting a phasing plan identifying the sequence of construction work and traffic control needed to complete the project. The staging and phasing plan shall be subject to review and approval by the city, prior to the start of construction.

At any one intersection, the time taken to install improvements once demolition has occurred shall not exceed two (2) weeks. Ramp construction shall be sequenced to maintain ADA access at all times.

Concrete work shall be completed before placing the final layer of hot mix asphalt adjacent to the concrete work.

The uppermost layer of new pavement shall not be placed until all underlying conduits and loop detectors have been installed.

Complying with this section may require multiple mobilizations by all trades. Full compensation for conforming to the requirements of this section is included in the contract prices paid under Mobilization and no additional compensation will be allowed therefor.

Audio/Video Survey

The Contractor shall perform a pre-construction audio/video survey in order to adequately document the condition of existing improvements and supplement it by still photographs as needed. It is the responsibility of the Contractor to adequately document the condition of existing improvements and the Contractor may be held liable for any damage or condition whose pre-existence he/she is unable to document. No additional compensation for such video tape survey and still photographs will be allowed. A copy of this audio/video documentation shall be provided to the City prior to construction.

The contractor shall photograph or video the entire site, each driveway, and each private improvement prior to construction. Deliver to engineer prior to beginning work.

Sanitary Restroom Facilities

Sanitary restroom facilities shall be provided and maintained by the Contractor. The Contractor's proposed locations for restroom facilities shall be reviewed with the Engineer/Inspector prior to delivery of the restroom facility. If the Contractor and/or subcontractors are working at multiple sites simultaneously, then a restroom facility will be required at each site. Failure to provide sanitary restroom facilities is grounds for suspension of work. The contractor shall note that the count of working days will continue.

PART 4 - PAYMENT

Bid Item #1 - Mobilization

Mobilization shall be measured by lump sum, as determined on the percentage of work completed by the Engineer at the time the progress payment is prepared and paid for in accordance with these special provisions.

The work associated with Mobilization shall include full compensation for furnishing all transportation, labor, materials, tools, equipment, and incidentals necessary to perform all work involved in Mobilization, including but are not limited to: obtaining bonds, insurance, and financing; schedule preparation and schedule updates; fees; obtaining and paying for all permits by other agencies (if applicable); movement of personnel, equipment, supplies to the site; protection of employees and the public; preparation, submission, and re-submission of submittals, public notification, "as-built" plans, cleaning and site maintenance, survey layout, and all construction facilities, temporary controls final cleaning and restoration of the job site; demobilization and turnover of the project to the City, as specified in this section, as described in the Contract Documents, and as directed by the Engineer.

Mobilization shall not exceed 10% of the total bid amount excluding mobilization. Upon completion of all work on the project, payment of any amount for mobilization in excess of 10% of the original contract bid amount, excluding mobilization will be paid in final payment.

SECTION 09 – TRAFFIC CONTROL

PART 1 - GENERAL

Scope of Work

A minimum of five (5) working days prior to the pre-construction meeting, the Contractor shall submit for the Engineer's approval, a traffic control plan for the routing of traffic during construction, including the location of advance warning signs. These detailed plans shall also include the location of public convenience and advance warning signs to be used during the construction.

Traffic control shall be coordinated for the minimum inconvenience and maximum safety of the public during the construction period. The Contractor shall bear full responsibility for maintaining traffic control during the construction period. Contractor shall maintain traffic circulation at all times during the project.

The Contractor shall provide for safe movement of vehicular, bicycle and pedestrian traffic through and around construction operations. Traffic control requirements are set forth herein and as shown on the Drawings are the minimum requirements imposed. The Contractor shall be solely responsible for providing all protective measures necessary.

"No Parking" signs shall be posted seventy-two (72) hours prior to start of work.

The Contractor shall clean up the site each day after completing work and remove all traffic hazards. Daily traffic control measures shall continue until cleanup activities have been satisfactorily completed and all of the Contractor's equipment has been removed from the traveled way area.

Specifications

Traffic and access control shall conform to California Manual on Uniform Traffic Control Devices (CA MUTCD), Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and Section 12, "Temporary Traffic Control," of the Caltrans Standard Specifications, and to the provisions in "Public Safety" of these Technical Specifications. Nothing in these Technical Specifications shall be construed as relieving the Contractor from the responsibilities specified in Caltrans Standard Specifications Section 7-1.04 "Public Safety."

Traffic Control Supervisor

The Traffic Control System shall be placed, maintained, and removed under the direct supervision of a person who is certified by either the Institute of Transportation Studies (ITS), the American Traffic Safety Services Association (ATSSA), the International Municipal Signal Association, the State of California Department of Transportation (Caltrans) or other agency as approved by the Engineer as having successfully completed training in the design and operation of work zone traffic control.

The Contractor shall designate in writing the person who shall have the responsibility for supervising the activities associated with the Traffic Control System. This designation, along with proof of certification, shall be provided to the Engineer for approval, two (2) working days in

advance of any planned activity that requires traffic control. The person designated shall have the authority to stop the work if necessary.

Failure of the designated person to be present at the job site when any part of the Traffic Control System is in place shall be considered as failure on the part of the Contractor to perform a provision of the contract, and as such, the Engineer may, in accordance with Section 8-1.06, “Suspensions,” of the Caltrans Standard Specifications suspend all work until such time satisfactory arrangements have been made to have a certified person on the job site at all times when the Traffic Control System is in place. No additional compensation or additional working days will be allowed by reason of such suspension. The days on which the suspension is in effect shall be considered working days if such days are considered working days within the meaning of the definition set forth in Section 1-1.07, “Definitions,” of the Caltrans Standard Specifications.

PART 2 - MATERIALS

Construction Signs

Construction signs shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in Section 12, “Temporary Traffic Control,” of the Caltrans Standard Specifications, Manual on Uniform Traffic Control Devices and these Technical Specifications.

All signs used during hours of darkness shall be reflectorized or illuminated.

Flashing Arrow Signs

Flashing arrow signs are to conform to the requirements of Section 12-3.30, “Flashing Arrow Signs,” of the Caltrans Standard Specifications. Flashing arrow signs shall be Type II.

Cones Or Delineators

Traffic Control devices shall conform to the standards of the CA Manual on Uniform Traffic Control Devices.

Changeable Message Sign (CMS)

Provide one (1) portable Changeable Message Sign (CMS) at each direction of traffic. A minimum of two (2) CMS is required for each street.

PART 3 - EXECUTION

Maintaining Traffic

The Contractor shall notify local authorities of the Contractor’s intent to begin work at least 5 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make arrangements relative to keeping the working area clear of parked vehicles.

Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at

25-foot intervals to a point not less than 25 foot past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a portable sign stand with flags. The sign shall be placed where designated by the Engineer.

No existing pavement shall be removed until all necessary traffic control devices have been installed to route traffic onto other paved portions of the roadway and such removal has been approved by the Engineer.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location. All traffic control items required by the Engineer to maintain traffic shall be furnished and installed by the Contractor.

Contractor's Operations

When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic. The Contractor's trucks or other mobile equipment which leave a traveled lane, that is open to public traffic, to enter the construction area, shall slow down gradually in advance of the location of the turnoff to give following public traffic an opportunity to slow down.

The Contractor shall not use any private driveways or property to turn around or for temporary stockpile of material or staging areas unless written permission is obtained from the property owner by the Contractor. Copies of such permission shall be provided to the Engineer prior to the use of the private property.

If the Contractor does not furnish and maintain all signs, traffic control devices, or surfacing in accordance with these Specifications, the City shall temporarily suspend the work in accordance with the Caltrans Standard Specifications until deficiencies are corrected or shall perform the required operations and bill the Contractor at double the rate of all City expenses.

The full width of the traveled way shall be open for use by public traffic when construction operations are not actively in progress.

Reopening

A closed lane cannot be reopened to public traffic until temporary or permanent pavement delineation is in place.

Pedestrian Access

Bicyclists may be accommodated by keeping the bike lanes open whenever possible and using the sidewalk when the bike lanes are closed. Sidewalks will remain open to pedestrians whenever possible and if they need to be closed all pedestrians will be detoured to the opposite side of the street. Sidewalk related work will only be allowed to occur on one side of the street at a time. The Contractor will need to establish an acceptable travel route for pedestrians.

No Parking Signs

The no parking signs shall include the time of the work, date, type of work as well as name of the general contractor or sub-contractor that is doing the work. Signs shall be posted 72 hours in advance of work. If scheduled work is delayed or postponed, reposting is required with 72 hours notice. The contractor will be required to repost the “No Parking” sign if any of the information is missing on the signs. The duration of the “No Parking” signs is limited to the time that the contractor needs to complete work. Contractor is not allowed to post “No Parking” signs longer than a week and the contractor must provide justification to the city if it is required to have “No Parking” signs at any locations longer than a week. The contractor shall assume separate postings for concrete work, grind and overlay and slurry seal. All signs must be removed immediately after the work requiring the parking restriction has been completed.

“No Parking” signs shall be posted with a maximum of 100 feet spacing.

Work Near School Zone

Before work begins within 300 feet of schools, the Contractor shall notify the School District Superintendent and School Principals. The Contractor shall coordinate and cooperate with school drop-off and pick-up schedules and any special events that prohibit construction taking place in front or nearby the school.

Coordination With Others

It is the responsibility of the Contractor to install and coordinate the traffic control plan with other contractors and utility companies working on adjacent roadways, businesses, and cemeteries to avoid delays and conflicts to other projects (if any) and this project.

Limitation on Working Hours

Contractor shall only implement traffic control and restrictions within the area that is estimated to be completed that day before 4:00 P.M, unless otherwise indicated or authorized by the Public Works Director. If night work is necessary, Contractor shall submit a request in writing to the Public Works Director a least two weeks in advance. Written request must highlight closest intersections that need to be on flashing red, start and end time of flashing red and dates. Notify the residents and businesses at least 48 hours prior to any construction during night time if approved by the Public Works Director. No extra pay or premium pay will be allowed for night work.

Access To Private Property

When construction work occurs within the City’s right-of-way, provisions shall be made for the safe passage of vehicular and pedestrian traffic around the work area at all times.

Access to private residences and businesses shall be maintained at all times. When private driveways and entrances must be blocked for the completion of work, contractor shall make every effort to minimize the time it takes to complete such work and shall notify the occupants/business owners and the City of the required access closures in accordance with Section 7-1.03 of the Caltrans Standard Specifications.

Before obstructing any private driveway entrance on public streets with equipment or other barriers, for any prolonged period, the Contractor shall notify the occupants of the property to allow for the removal of vehicles.

The contractor shall provide and maintain pedestrian access to and from the property with blocked access. During non-working hours, no driveway, house or parking lot shall be denied access to a public roadway.

Road Closures and Detours

The contractor is required to keep one lane open in each direction of travel, at all times during construction. The Contractor will be required to show how this requirement will be adhered to and implemented in the Construction Phasing and Traffic Control Plans required under Section 12-4 “Maintaining Traffic” of the Caltrans Standard Specifications.

Street closures will not be permitted except under very special circumstances, and not without written approval of the Public Works Director.

The Contractor shall establish and maintain detours and conduct his construction operations in such a manner so as to minimize the hazard, inconvenience and disruption to the public. The Contractor shall direct and detour traffic through, around and adjacent to construction operations, as specified herein or in accordance with approved traffic control plans.

Emergency Vehicle Access Through Detours

During all detours the Contractor shall provide for the movement of emergency vehicles through the work area. When temporary traffic control is provided by flaggers, they shall be instructed to give immediate passage to emergency vehicles that have activated their lights or sirens.

Flaggers

The Contractor shall employ flaggers as required for each specific detour and at all locations on the construction site where barricades and warning signs cannot control the movement of traffic. Where flaggers are required, they shall be logically placed in relation to the equipment or operation so as to give adequate warning and shall be placed in accordance with the Contract Documents, the CA MUTCD, and the approved Traffic Control Plan.

Flaggers shall utilize high-visibility, reflective safety apparel and hand-paddle signs at all times. Provide flaggers with two-way radios for communication when necessary. Red flags shall only be used for traffic control in emergency situations.

The Contractor shall pay fully the cost of furnishing all flaggers, including transporting flaggers, to provide for passage of public traffic.

Notice To Agencies

The Contractor shall be responsible for keeping all affected agencies, businesses and residents informed of restrictions or limitations to either public or private roads caused by his operations, including but not limited to the City Police and Fire Departments, US Postal Service, Transit Services and Garbage Companies.

Contractor shall obtain required Encroachment Permits prior to commencing any construction activities.

Traffic Control During Non-Working Days and Hours

The full width on the traveled way shall be open for public use on non-working days and hours, which are to be defined as night shift work, Saturdays, Sundays, designated City holidays, after 3:00 p.m. on Fridays, the day preceding designated legal holidays, and when construction operations are not actively in progress.

The Contractor shall not be permitted to maintain any lane or road closure during non-working days and hours without first obtaining written approval of the Public Works Director. As necessary, the Contractor shall restore travel lanes to their original alignment and configuration by means of backfilling and placing temporary pavement or bridging with steel plates.

The fact that rain or other causes may force suspension or delay of the work shall not relieve the Contractor of his responsibility for maintaining traffic around the project and providing access as specified herein. The Contractor shall at all times keep on the job such materials and equipment as may be necessary to keep streets and driveways within the project area open to traffic and in good repair.

The work site shall be cleaned each day, to the satisfaction of the Public Works Director, in order to remove all traffic hazards. Daily traffic control shall continue to remain in place until cleanup activities have been satisfactorily completed and all of the Contractor's equipment has been removed from the traveled way.

Parking Restrictions

Contractor shall furnish and distribute written notices to area residents and businesses in accordance with Section 7-1.03 “Public Convenience” of the Caltrans Standard Specifications.

The Contractor shall furnish and install “No Parking, Tow-Away” signs on the front and back of Type II barricade at least 72-hours prior to starting construction work in that area. Barricades shall be placed at distances along the roadway of no greater than 100-feet.

Should the construction work not occur on the specified day, new “No Parking – Tow Away” signs shall be posted by the Contractor indicating a revised date. The Contractor may schedule work for the following working day, however, the “No Parking, Tow-Away” signs must be dated and re-posted 72-hours in advance for the restriction to be enforceable.

PART 4 - PAYMENT

Bid Item #2 – Traffic Control

Traffic Control shall be measured by lump sum, as determined on the percentage of work completed by the Engineer at the time the progress payment is prepared and paid for in accordance with these special provisions.

The work associated with traffic control shall include full compensation for furnishing all transportation, labor, materials, tools, equipment, and incidentals necessary to perform all work involved in traffic control, including but are not limited to preparing and implementing the traffic

control plan for all work in construction zones throughout the duration of the project, installing and maintaining traffic control, temporary pavement delineation and markings, barricades, warning devices, signage, flaggers, moving to new locations, disposing of the components of the Traffic Control System, as specified in this section, as described in the Contract Documents, and as directed by the Engineer.

All flagging costs associated with the project are to be paid by the Contractor.

The adjustment provisions in Section 4-1.05, “Changes and Extra Work,” of the Caltrans Standard Specifications shall not apply to the item of traffic control system. Adjustments in compensation for traffic control system will be made only for increased or decreased traffic control system required by changes ordered by the Engineer and will be made on the basis of the cost of the increased or decreased traffic control necessary. The adjustment will be made on a force account basis as provided in Section 9-1.03, “Force Account,” of the Caltrans Standard Specifications for increased work and estimated on the same basis in the case of decreased work.

For each **5-minute interval**, or fraction thereof past the time specified to reopen the lane closure, **$100** per interval will be deducted from payment due or that may become due to the Contractor under the contract.

SECTION 10 – WATER POLLUTION CONTROL

PART 1 - GENERAL

Scope of Work

This section includes specifications for water pollution control.

The Contractor is required to prepare a Storm Water Pollution Prevention Plan (SWPPP) and implement the plan once approved by the Engineer.

The intent of these requirements is to enforce federal, state and local laws, ordinances, codes and regulations that pertain to storm water pollution attributable to construction projects. Storm drains discharge directly to creeks without treatment. Therefore, discharge of pollutants (i.e. any substance, material or waste other than uncontaminated storm water) into the storm drain system is strictly prohibited.

For the purpose of eliminating storm water pollution, the Contractor shall implement effective control measures over the entire project. There are several publications which provide guidance on selecting and implementing effective control measures known as Best Management Practices (BMPs). BMPs include, but are not limited to, schedules of activities, prohibition of practices, general good housekeeping practices, operational practices, pollution prevention practices, maintenance procedures and other management procedures designed to prevent the discharge of pollutants directly or indirectly to the storm drain system. BMPs also include the construction of some facilities which may be required to prevent, control and abate storm water pollution. The reference publications are as follows:

1. California Storm Water Best Management Practices Handbook - Industrial/Commercial
2. California Storm Water Best Management Practices Handbook - Construction Activity

The Contractor must comply with the State of California's General Permit for Stormwater Discharges associated with construction activities (order no. 2009-0009-DWQ).

Specifications

Comply to the applicable provisions in Section 13, "Water Pollution Control" of the Caltrans Standard Specifications.

PART 2 - MATERIALS

All materials used for Best Management Practices (BMPs) shall be featured in the SWPPP and shall be acceptable methods of storm water management and pollution control.

Material Storage

Storage and exposure of raw materials, by-products, finished products, and containers shall be controlled as described below:

1. All construction materials shall be stored at least ten (10) feet away from inlets, catch basins, and curb returns. The Contractor shall not allow any material to enter the storm

drain system. At the end of each working day, the Contractor shall collect and dispose of all scrap, debris, and waste material.

2. During wet weather or when rain is forecast, the Contractor shall store materials that can contaminate rainwater or be transported by storm water or other runoff to the storm drain system inside a building or cover them with a tarp or other waterproof material secured with weighted tires or sandbags to prevent contact with rain.

The Contractor is reminded that storage and disposal of all hazardous materials such as paints, thinners, solvents, and fuels; and all hazardous wastes such as waste oil must meet all federal, state and local standards and requirements.

PART 3 - EXECUTION

De-Watering Operations

All groundwater removed from the trench or excavations must be removed and disposed of off-site in accordance with local and state requirements and through methods and procedures described in the California Storm Water Best Management Practice Handbook - Construction Activity (latest edition). A sampling and analysis program for non-visible storm water pollutants must be implemented if required. Sampling & analysis guidance can be found in the Fact Sheet of the National Pollutant Discharge Elimination System (NPDES) General Permit for Discharge of Storm Water associated with construction activities Order No. 99-08-DWQ (8/27/04) from the following link:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/docs/finalconstpermit.pdf

If there is suspicion of soil amendments (such as lime, fly ash, etc.) are being used and they will be exposed to storm water, a sampling and analysis program must be implemented.

Pavement Saw-Cutting Operations

The Contractor shall prevent any saw-cutting debris from entering the storm drain system. The Contractor, preferably, shall use dry cutting techniques and sweep up residue. If wet methods are used, the Contractor shall vacuum slurry as cutting proceeds or collect all wastewater by constructing a sandbag sediment barrier. The bermed area shall be of adequate size to collect all wastewater and solids. The Contractor shall allow collected water to evaporate if the wastewater volume is minimal and if maintaining the ponding area does not interfere with public use of the street area or create a safety hazard. If approved by the Engineer, the Contractor may direct or pump saw-cutting wastewater to a dirt area and allow to infiltrate. The dirt area shall be adequate to contain all the wastewater. After wastewater has infiltrated, all remaining saw-cutting residue must be removed and disposed of properly. Remaining silt and debris from the ponding or bermed area shall be removed or vacuumed and disposed of properly.

If a suitable dirt area is not available or discharge to the sanitary sewer is not feasible, with the approval of the Engineer, County Flood Control Department & Water Conservation District (WCD), the Contractor shall filter the saw-cutting wastewater through filtering materials and methods meeting ABAG Standards for Erosion and Sedimentation Control Measures (latest edition) before discharging to the storm drain.

Pavement Operations

The Contractor shall prevent the discharge of pollutants from paving operations by using measures to prevent run-on and run-off pollution, disposing of wastes properly, and by implementing the procedures in the Best Management Practices Handbook. In addition, the Contractor shall observe the following guidelines:

Paving during wet weather:

1. No paving while it is raining.
2. No paving of the top lift of asphalt concrete (AC) on any day that experiences 1/4" of rain in a twenty-four (24) hour period.
3. No paving of bottom lift if previous seventy-two (72) hour period experienced more than 1/2" rain, unless directed by the Engineer or his designee.

Store materials as required under this section.

1. Cover inlets and manholes when applying asphalt, seal coat, tack coat, slurry seal, fog seal, etc.
2. Place drip pans or absorbent materials under paving equipment when not in use. During wet weather, store contaminated paving equipment indoors, or cover with tarp or other waterproof covering.
3. Sweep site daily using mechanical methods to prevent sand, gravel or excess asphalt from entering or being transported by rain into the storm drain system.
4. Keep ample supplies of drip pans or absorbent materials on-site.
5. If paving involves Portland cement concrete, refer to section F below.

All of the above is at the discretion of the Engineer or his designee.

Concrete Operations

Do not wash out concrete trucks into storm drains, open ditches, streets, streams, etc. The Contractor shall prevent the discharge of pollutants from concrete operations by using measures to prevent run-on and run-off pollution, properly disposing of wastes, and by implementing the following BMPs:

1. Store all materials in waterproof containers or under cover away from drain inlets or drainage areas.
2. Avoid mixing excess amounts of Portland cement materials. Dispose of any excess materials properly.
3. Whenever possible, perform washout of concrete trucks off-site where discharge is controlled and not permitted to discharge to the storm drain system. For on-site washout:
4. Locate washout area at least fifty (50) feet from storm drains, open ditches or other water bodies, preferably in a dirt area. Confine run-off from this area by constructing a temporary pit or bermed area large enough for the liquid and solid waste.
5. Wash out concrete wastes into the temporary pit where the concrete can set, be broken up and then disposed of properly. If the volume of water is greater than what will allow

concrete to set, allow the wash water to infiltrate and/or evaporate, if possible. Remove or vacuum the remaining silt and debris from the ponding or bermed area and dispose of it properly.

6. Dispose of wastewater from washing of exposed aggregate to dirt area. The dirt area shall be adequate to contain all the wastewater and once the wastewater has infiltrated, any remaining residue must be removed.
7. Collect and return sweepings from exposed aggregate concrete to a stockpile or dispose of the waste in trash container.

Grading and Excavation Operations

The erosion and sedimentation control materials and methods shall be in accordance with ABAG Standards for Erosion and Sediment Control Measures and/or the procedures and methods described in the California Storm Water Best Management Practice Handbook - Construction Activity (latest edition) and the City's grading ordinance.

Sedimentation and erosion control/filter materials shall be placed in a manner that will retain any debris or sediment from flowing into the storm drain system. The Contractor shall have labor, tools, equipment and materials needed, at the job site, to provide the erosion control measures necessary as a result of earthwork or trenching before beginning or continuing these construction activities. Sand bags and straw wattle shall be stockpiled adjacent to the locations of activity and ready to be installed when the rainfall forecast for 48 hours is 40% or greater or when directed by the Engineer.

The Contractor shall install siltation control devices around catch basins prior to starting construction. These devices shall be maintained at all times during the construction period, and shall be removed when construction is complete.

The Contractor shall not be allowed to block existing drainage flowing onto the work area. The Contractor shall install temporary drainage facilities, if necessary. There shall be no extra compensation to the Contractor for keeping existing drainage open. The Contractor is responsible for any damage to property or existing improvements resulting from blocking existing drainage.

The Contractor shall inspect the sites of work at the beginning and once every 24-hour period through the duration of each storm to assure that inlets and pipes are not blocked with silt or debris and shall be prepared to make repairs to the erosion control devices and take any other remedial measures as directed by the Engineer. At the end of a storm event all depressions with ponded water, the water in catch basins, and the check dam ponds shall be pumped dry and all silt and debris removed. This work shall be completed within twenty-four (24) hours after the end of each storm.

Spill Prevention and Control

The Contractor shall take any and all precautions to prevent accidental spills during the work under this contract. However, in the event of a spill:

1. The Contractor shall immediately contain and prevent leaks and spills from entering the storm drain system, and properly clean-up and dispose of the waste and clean-up materials. If waste is hazardous, the Contractor shall comply with all federal, state and local hazardous waste requirements. All work vehicles should be equipped with spill response kits.
2. The Contractor shall not wash any spilled material into the streets, gutters, storm drains, or creeks.
3. The Contractor shall report any hazardous material spills immediately to the Engineer and the City Police Department, as per hazardous material response protocol.

Vehicle/Equipment Cleaning

The Contractor shall not perform vehicle or equipment cleaning or maintenance on-site or in the street using soaps, solvents, de-greasers, steam cleaning equipment or equivalent methods. The Contractor shall perform vehicle or equipment cleaning with water only in a designated, bermed area that will not allow rinse water to run off-site or into the storm drain system. The rinse-water shall be permitted to infiltrate in dirt area or shall be discharged to the sanitary sewer with the approval of the Engineer.

The Contractor shall dispose of wash water from the cleaning of water base paint equipment and tools to the sanitary sewer.

If using oil based paint, to the maximum extent practicable, the Contractor shall filter the paint thinner and solvents for reuse and dispose of the waste thinner and solvent, and sludge from cleaning of equipment and tools as hazardous waste. No disposal of oil base materials is allowed into the City sewer system.

Contractor Training and Awareness

The Contractor shall train all employees on the water pollution prevention requirements contained in these specifications. The Contractor shall inform all subcontractors of the water pollution prevention contract requirements and include appropriate subcontract provisions to ensure that these requirements are met.

The Contractor shall comply with City Standard Specification as the work relates to labeling of inlets, all cost associated with the labeling of inlets shall be considered as included in the various bid items of work on this project and no additional compensation will be allowed.

Good Housekeeping Practices

In addition to the practices and procedures discussed above, the Contractor shall implement the following applicable good housekeeping practices.

1. Store materials that have the potential to be transported to the storm drain system by storm run-off or by a spill under cover in a contained area or in sealed waterproof containers.
2. Use tarps on the ground to collect fallen debris or splatters that could contribute to storm water pollution.

3. Secure opened bags of cement, and other light or powdered materials which can be transported by wind.
4. Pick up litter, construction debris and other wastes daily from outside areas including the sidewalk area, gutter, street pavement and storm drains impacted by the project. All wastes shall be stored in covered containers or disposed of or recycled immediately.
5. Dispose of wash water to the sanitary sewer with the approval of Engineer or recycle wash water (refer to Section I).
6. Inspect vehicles and equipment arriving on-site for leaking fluids and promptly repair leaking vehicles and equipment. Vehicles leaking fluids will not be allowed on the construction site and if not repaired, must be removed.
7. Avoid spills by handling materials carefully. Keep a stockpile of spill control materials, such as rags or absorbents, readily accessible on-site. Clean up all spills immediately to prevent any material from being discharged to the storm drain (refer to Section H).
8. Train employees regularly on good housekeeping practices and BMPs. Assign responsibility to specific employees on BMPs, good housekeeping practices, and what to do in the event of a spill (refer to Section J).
9. Maintain and replace all sediment and water pollution control devices as necessary to ensure that said controls are working effectively (e.g. inspect all sediment ponds or filtering systems after each rain. Remove accumulated sediment and debris and replace or repair damaged sandbags immediately).

PART 4 - PAYMENT

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed.

SECTION 11 – TREE PROTECTION

PART 1 - GENERAL

Scope of Work

This section includes specifications for tree branches trimming, tree root trimming and tree removal.

Specifications

Comply to the provisions in Section 17-2, “Clearing and Grubbing,” of the Caltrans Standard Specifications.

PART 2 - MATERIALS

Not Used.

PART 3 - EXECUTION

Underground Service Alert (USA)

The Contractor will contact USA North 811 Call Before You Dig in accordance with all applicable requirements.

Trimming Tree Branches

The project may include work adjacent to existing mature trees where the canopy of the trees extends over or interferes with the work. It shall be the responsibility of the Contractor to conduct construction operations around said tree canopies such that the work is accomplished without damaging or injuring trees or tree limbs in any way. Where called for on the plans, place storm fence or other approved protective barriers around trees as necessary.

Tree trimming, when called for on the plans and approved by the City approved Arborist, shall be performed to balance the crown and eliminate hazards. The main work performed shall be to reduce the sail effect through thinning, reducing end weights, shortening long heavy limbs, removing deadwood, weak limbs and sucker growth. Limbs shall be pruned back to an appropriate lateral branch.

All final cuts shall be made at the outer edge of the branch collar. The pruning work shall be performed in a safe and proper manner, adhering to CAL-OSHA and ANSI Standards.

Trimming Tree Roots

The contractor shall cut and remove tree roots found within the excavation limits that are less than 2 inches in diameter. The excavation limit extends a minimum of 6” on each side of the area excavated for removal/ replacement of curb & gutter and shall extend to a depth of at least 12” below the finished concrete surface.

The roots found within the excavation limits which are greater than or equal to 2 inches shall be left intact until a licensed arborist has inspected and approved removal of the roots by Contractor. A minimum of twenty-four hours prior notice shall be required for removal of these roots. No claim from the contractor for tree root-related delays shall be allowed. If the stability of

the tree is threatened by cutting said roots, the contractor will be given written notification to remove said tree.

PART 4 - PAYMENT

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed.

SECTION 12 – CONSTRUCTION SURVEYS

PART 1 - GENERAL

Scope of Work

This section includes specifications for construction surveying and staking.

Specifications

Comply with Section 5-1.24, “Construction Surveys”, of Caltrans Standard Specifications.

PART 2 - MATERIALS

Not Used.

PART 3 - EXECUTION

General

Contractor shall conform to existing grades while conforming to The American with Disabilities Act and preventing ponding. If the grades do not comply with these requirements, the Contractor shall propose a grade that will be reviewed by the Engineer.

Stakes or marks will be set by a California Licensed Surveyor or a California Registered Civil Engineer to establish the lines and grades required for the completion of the work specified in these specifications and on the plans. Contractor shall be responsible for providing such stakes or marks a reasonable length of time in advance of starting operations that require such stakes or marks.

Stakes and marks set by the Contractor’s Surveyor or Engineer shall be carefully preserved by the Contractor. In case such stakes and marks are destroyed or damaged they will be replaced as soon as possible by the Surveyor. The Contractor will be responsible for the cost to replace and restore the stakes and marks.

The Contractor shall be fully responsible for the accuracy of the construction staking. Construction stakes and marks shall be furnished and set with accuracy to assure that the completed work conforms to the lines, grades, and section shown on the plans. All computations necessary to establish the exact position of the work from control points shall be performed by the Contractor. All computation, survey notes, and other records necessary to accomplish the work shall be neat, legible and accurate. Such computations, notes and other records shall be made available to the Engineer upon request and shall become the property of the City and delivered to the Engineer before acceptance of the project. Construction stakes shall be removed from the site of the work when no longer needed.

It shall be the Contractor's responsibility to notify the Engineer of any discrepancies found between field conditions and grades and notes shown on the plans.

PART 4 - PAYMENT

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed.

SECTION 13 – MONUMENT PRESERVATION

PART 1 - GENERAL

Scope of Work

This section includes specifications for installing new monuments, adjusting existing monument boxes and installing new box over existing monument.

Contractor shall coordinate and notify City surveyor of any monument found within the project limit within 7 days prior to start of work. Contractor shall be responsible for installation of monument boxes and adjustment of monument boxes to final grade. Do not disturb a survey monument without authorization.

The Contractor shall be responsible for the preservation and/or perpetuation of existing survey monuments (curb tags, iron pipes, street monuments, etc.) noted on the plans or found during construction per Section 8771 of the California Business and Professions Code. If a survey monument has the potential of being disturbed, the monument shall be located, referenced, and a corner record shall be filed with the County Surveyor, and a duplicate of the corner record shall be submitted to the Engineer prior to the start of construction. Should any survey monument be damaged or destroyed during construction, the contractor shall re-establish said monument per City standard, file a corner record with the County Surveyor, and submit a duplicate of the corner record to the Engineer prior to final project notice of completion issued by the Department of Public Works. The contractor shall, at his/her expense, hire a licensed professional civil engineer authorized to practice land surveying or land surveyor to perform the work.

All monument work will be inspected by the city surveyor.

Specifications

Comply with Section 78-2, “Survey Monuments”, of the Caltrans Standard Specifications.

PART 2 - MATERIALS

Not Used.

PART 3 - EXECUTION

Existing Monument

Pre-construction survey is required prior to start of work on adjusting or resetting monument box.

Locate and tie (mark) all existing monument boxes within the project area by semi-permanent mark of paint/ink on the concrete gutter surface or sidewalk if the curb is to be replaced nearest to the monument boxes being marked prior to starting any work. All monument boxes or monuments without boxes are to be tied off in a minimum of two (2) locations for triangulation.

Where monument boxes are raised, adjust monument boxes to grade using locking grade rings. Where a monument box must be lowered, and where a monument does not have a box, or

where an old style box exists, install a new monument box and cover after asphaltic concrete paving operations. Do not disturb the survey monument within the monument box. Place the new monument box so that the top of the monument box is set at the new finished grade of the asphaltic concrete pavement. Form the fresh concrete inside the monument box, just below the cast iron ring, so that concrete does not contact the monument cover's legs (ears) when hardened. Do not use the monument cover as a mold to form the concrete.

Do not disturb the survey monument within the monument box. Place the new monument box so that the top of the monument box is set at the new finished grade of the asphaltic concrete pavement. Form the fresh concrete inside the monument box, just below the cast iron ring, so that concrete does not contact the monument cover's legs (ears) when hardened.

Any monument displaced or damaged by the Contractor so as to make it unusable, as determined by the Engineer, must be removed and replaced with a new standard monument, complete with box and cover, and a Corner Record filed with the County Surveyor, at the expense of the Contractor.

Should it prove impossible to replace a damaged monument, the City will deduct from moneys due or that may become due to the Contractor under the contract the sum of ten thousand dollars ($10,000). This sum is a way of ascertaining and fixing the amount of damages, and not a penalty.

PART 4 - PAYMENT

Bid Item #4 – Adjusting Monument Box

Adjusting Monument Box shall be measured by each and paid for in accordance with these special provisions.

The work associated with Adjusting Monument Box shall include, but are not limited to, full compensation for furnishing all transportation, labor, materials, tools, equipment, and incidentals necessary to perform all work involved in Adjusting Monument Box, including but not limited to: pre and post construction survey, protect existing monument, adjusting monument box, file corner records and all related work, complete in place, as specified in this section, as described in the Contract Documents, and as directed by the Engineer.

Contractor shall protect-in-place the monument, and ensure that the monument is not disturbed. If the monument is disturbed or damaged, the Contractor shall be responsible to reset the monument, including filing new corner records with County as required per Monument Preservation.

Replacement units furnished by the Contractor for unserviceable units will be considered extra work for materials only. Full compensation for handling replacement units is considered as included in the contract unit price paid and no separate payment will be made.

SECTION 14 – MANHOLE COVER AND VALVE BOX ADJUSTMENT

PART 1 - GENERAL

Scope of Work

This section includes specifications for adjusting utility valve boxes, frames, covers, and manholes, including city and/or privately owned facilities.

City owned facilities consist of, but not limited to:

1. Storm Drain Manholes
2. Sanitary Sewer Manholes and Cleanouts

Privately owned facilities consist of, but not limited to:

1. Water Valves (CCWD)
2. Gas Valves (PG&E)
3. Electric Pull Boxes and Vaults (PG&E)

Privately owned facilities agencies reserve the right to perform the work using their own forces after the contract is awarded. These bid items shall be revoked if they elect to perform their own work. A written document shall be provided by the utility owner approving the work to be completed by the Contractor.

Specifications

Comply with Section 15, “Existing Facilities”, of the Caltrans Standard Specifications.

PART 2 - MATERIALS

Manhole adjustment ring shall be precast concrete.

Valve Box and Cover shall be Christy Model G-5, or approved equal.

Submit certificates from suppliers stating compliance of materials with the requirement of this section.

PART 3 - EXECUTION

General

Notify Underground Service Alert (USA) at least two (2) working days prior to start of work.

Because of the damage to public streets and the inconvenience to the public caused by incomplete street work, the city will not tolerate paving over the existing boxes. All utility facilities must be adjusted in a timely and orderly manner as specified.

Referencing Existing Facilities

The Contractor shall reference and set points for all affected utilities. The Contractor shall submit a plan to the Engineer at least forty-eight (48) hours in advance of cold planing or

excavation operations, showing all reference points and offset distance set for each affected facility.

All reference points made by the Contractor shall be protected and remain undisturbed until project completion. The Contractor shall cooperate with all utility companies and shall coordinate the paving schedule with the affected utility agencies.

Adjust Manhole Frame and Cover

Lower manholes before cold planing.

Raise manholes to final grade after final pavement surface has been completed. Locate and tie-out these utilities prior to paving. Pave over these manholes except for a five (5”) inch diameter plug left out of the center of each manhole in order to locate the manhole later. Backfill the (5”) inch diameter plug with red mortar so as to identify the location of the manhole.

Provide and install precast concrete grade rings for storm drain, sanitary sewer or other manhole structures. The city will not provide grade rings. Do not use adjustable extension rings.

Before opening the lane to traffic, either (1) complete permanent paving or (2) temporarily fill any depression with HMA.

Adjust Valve Box

Lower valve boxes before cold planing.

Raise valve box to final grade after final pavement surface has been completed. When valve boxes are raised to grade, backfill shall be sand to the grading plane.

Furnish and install adjusting rings. The City will not furnish the adjusting rings. Cast iron extension grade rings used to adjust valve boxes must be new, and be sized appropriately (1-inch, 1-1/2-inch, or 2-inch). Install and secure the grade rings with three bolts immediately following spreading the asphaltic concrete, prior to compaction.

Where asphaltic concrete is spread and compacted in a single lift, install rings of proper thickness during the paving operations. Where asphaltic concrete is spread and compacted in multiple lifts, place rings matching the lift thickness as each lift is paved. Where the valve box is in an area to receive asphalt failure repair (deeplift), remove and reset the box with a new concrete collar.

Privately Owned Facilities

The Contractor shall coordinate all adjustments with the privately owned utilities.

Contractor shall provide written notices to the appropriate utility agencies at least two (2) weeks in advance of start of work. Notification shall include all relevant project information including locations, size, scope and schedule of affected facilities. Contractor shall provide written notice at least two (2) working days in advance of changes in schedules.

If Contractor fails to provide notice to the appropriate utility agencies pursuant to these procedures prior to conducting work, if the Contractor buries, lowers, fills-in, paves over, or

otherwise damages the facilities, Contractor will be responsible for the cost of repairing its facilities.

Upon completion of utility adjustments done by the Contractor, the Contractor shall provide written documentation from utility agencies regarding each utility's acceptance of the facility work.

Unknown Surface Facilities

Any unknown surface facilities shall be adjusted to final grade by the Contractor. The Contractor shall coordinate with the Engineer and determine if the unknown facility is abandoned or active. Contractor shall assume "active" and adjust accordingly.

PART 4 - PAYMENT

Bid Item #5 – Adjust Manhole Cover to Grade (Sanitary Sewer)

Bid Item #6 – Adjust Manhole Cover to Grade (Storm Drain)

Adjust Manhole Cover to Grade shall be measured by each, regardless of the type of manhole and paid for in accordance with these special provisions.

The work associated with Adjust Manhole Cover to Grade shall include full compensation for furnishing all transportation, labor, materials, tools, equipment, and incidentals necessary to perform all work involved in Adjust Manhole Cover to Grade, including but not limited to: locating utilities, coordinating and obtaining approval from utility owners, contacting underground service USA (811), excavating and backfilling, removal and disposal, protecting existing utilities, provide adjustment rings, adjust manhole frame and cover, complete in place, as specified in this section, as described in the Contract Documents, and as directed by the Engineer.

For each unit lowered before cold planing and raised after paving to finished grade after paving are considered one (1) adjustment.

Replacement units furnished by the Contractor for unserviceable units will be considered extra work for materials only. Full compensation for handling replacement units is considered as included in the contract unit price paid and no separate payment will be made.

The City reserves the right to delete portions or all of the aforementioned bid items after the contract is awarded to the Contractor, depending on the utility agencies' acceptance and/or rejection of the unit prices provided by the Contractor. Therefore, no price negotiation shall be made for the deletion of a portion of, or the entirety of, each bid item. No compensation will be allowed for any adjustments performed by the owners of the facilities.

Bid Item #7 – Adjust Valve Box to Grade (Gas)

Bid Item #8 – Adjust Valve Box to Grade (Water)

Adjust Valve Box to Grade shall be measured by each, regardless of the type of valve box and paid for in accordance with these special provisions.

The work associated with Adjust Valve Box to Grade shall include full compensation for furnishing all transportation, labor, materials, tools, equipment, and incidentals necessary to perform all work involved in Adjust Valve Box to Grade, including but not limited to: locating utilities, coordinating and obtaining approval from utility owners, contacting underground service USA (811), excavating and backfilling, removal and disposal, protecting existing utilities, adjusting water valve box, complete in place, as specified in this section, as described in the Contract Documents, and as directed by the Engineer.

For each unit lowered before cold planing and raised after paving to finished grade after paving are considered one (1) adjustment.

Replacement units furnished by the Contractor for unserviceable units will be considered extra work for materials only. Full compensation for handling replacement units is considered as included in the contract unit price paid and no separate payment will be made.

The City reserves the right to delete portions or all of the aforementioned bid items after the contract is awarded to the Contractor, depending on the utility agencies' acceptance and/or rejection of the unit prices provided by the Contractor. Therefore, no price negotiation shall be made for the deletion of a portion of, or the entirety of, each bid item. No compensation will be allowed for any adjustments performed by the utility owner.

SECTION 15 – CONCRETE CURBS AND SIDEWALKS

PART 1 - GENERAL

Scope of Work

This section includes specifications for constructing concrete curbs, gutters, sidewalks, driveways, valley gutters and curb ramps.

Construction of curb ramp, sidewalk, curb and gutter must meet the standards and requirements of the Americans with Disabilities Act (ADA). Should the Work fail to meet ADA standards and requirements, the Contractor shall redo the Work at its own expense until the ADA standards and requirements are met.

The curb ramp shall be adjusted to fit field conditions. Any adjustment shall be approved by the Engineer.

Summary of critical design elements:

Element	Design Criteria (+ or -)	ADA Maximum
Pedestrian Path Cross Slope	1.5%	2.0% (1/50)
Pedestrian Path Parallel Slope	4.5%	5.0% (1/20)
Ramp Slope	7.5%	8.33% (1/12)
Vertical discontinuity (bump)	0” (Flush)	0.50” Max. with taper
Horizontal gap (opening)	0.25”	0.50”

Specifications

Comply to Section 73, “Concrete Curbs and Sidewalk,” and Section 90, “Concrete,” of the Caltrans Standard Specifications and these Specifications.

Attention is directed to Section 15, “Existing Facilities,” of the Caltrans Standard Specifications for existing facilities requiring adjustment to grade, removal, and/or resetting.

Submittals

1. Submit concrete mix design for each concrete type per ACI 301:
    - Mix proportions
    - Concrete materials
    - Admixtures
    - Water test results
2. Curing methods and product data per ACI 301.
3. Repair procedures for repair per ACI 224.1 and ACI 301.
4. Special procedures for hot weather concreting.
5. Special procedures for cold weather concreting.
6. Special procedures for mass concrete.

PART 2 - MATERIALS

Portland Cement Concrete (PCC)

PCC for curbs, gutters, sidewalks, driveways, valley gutters and curb ramps must be minor concrete containing at least 505 pounds of cementitious material per cubic yard, complying to Section 90, "Concrete", of the Caltrans Standard Specifications.

Aggregate shall have a maximum size of coarse aggregate of three-quarters inch (3/4").

Certification of the concrete shall be received from the vendor and delivered to the City Inspector at the time the concrete is poured.

Admixtures containing calcium chloride are not allowed.

No hand mixing is allowed unless approved by the Engineer.

Hot Mixed Asphalt Conform

When required, Hot Mix Asphalt (HMA) used in connection with curb & gutter reconstruction, shall be Type A with 1/2" Aggregate and shall be produced at a central mixing plant. Asphalt binder shall be PG 64-10.

Joint Filler

Pre-molded joint fillers shall conform to specifications of ASTM Designation D1751 and shall be at least three-eighths of an inch (3/8") wide.

Dowels

Steel dowels shall conform to ASTM Designation A615.

Reinforcement

Reinforcement shall conform to Section 52, "Reinforcement," of the Caltrans Standard Specifications.

Aggregate

Aggregate shall be Class 2 Aggregate Base.

Aggregate base shall be placed in lifts no greater than eight (8) inches in loose thickness and in a manner that avoids segregation, moisture conditioned as necessary and compacted to at least ninety-five percent (95%) relative compaction.

Detectable Warning Surfaces

The Detectable Warning Surface (DWS) shall be wet-set and prefabricated flushing with the adjacent surface. The DWS shall consist of a single piece material oriented in the direction of travel with dimension of 3' minimum from the back of curb.

The Detectable Warning Surface shall be yellow color no. 33538 of FED-STD-595.

Submit a 5-year manufacturer's replacement warranty against defects in a prefabricated detectable warning surface. The 5-year manufacturer's replacement warranty for a prefabricated

detectable warning surface must cover defects in dome shape, color fastness, sound-on-cane acoustic quality, resilience, and attachment. The 5-year warranty period starts at Contract acceptance.

Color Concrete

Color concrete shall match existing color.

PART 3 - EXECUTION

Demolition

Removal limits shall be depicted per Plan in the field and as directed by the Engineer. The Contractor shall verify the limits and notify the Engineer a minimum of 48 hours prior to starting Work at any given location. Any saw cut or removal performed without prior approval of the Engineer shall be at the Contractor's sole expense.

The Contractor shall remove concrete improvements to its full depth. No additional compensation shall be provided for varying thickness.

The Contractor shall exercise care in removing existing concrete so as not to damage adjoining areas which are to remain in place and any damages so caused shall be replaced by the Contractor at their sole expense. Sawcut line shall be smooth and straight.

When Work is performed adjacent to the existing drain inlet(s), the Contractor shall protect and not damage the existing drain inlet(s). The downstream drain inlet shall also be protected. In no case shall the residue be allowed to enter the storm drain system. Any damage to the existing drain inlet(s) shall be the responsibility of the Contractor. The cost of repairing the existing drain inlet(s) shall be at the Contractor's sole expense.

All concrete removal shall be sawcut unless directed otherwise by the Engineer. Concrete shall be removed to the extents of proposed limits. Removed materials shall be the Contractor's property.

Asphalt concrete pavement removed in connection with curb ramp shall be completely replaced within 48 hours of pouring new concrete.

Preparation

Construction shall not be commenced until the applicable submittals have been approved by the Engineer.

Subgrade Preparation

The subgrade shall be constructed true to grade and cross-section, as shown on the Plans. The required thickness of aggregate base shall be placed in accordance with the Standard Details and compacted to ninety-five percent (95%) relative compaction under the curb, gutter, sidewalk and driveway areas in conformance with Test Method No. California 216.

Existing Improvement

Where the Plans provide for the reconstruction of a portion of an existing curb, gutter, sidewalk or driveway, the existing section shall be cut to a minimum depth of one and one-half inches (1-1/2”) with an abrasive-type saw at the first scoring line at or beyond the planned joint and the entire section to be reconstructed shall be removed. The new work shall adjoin the old work at this line. If the old work is damaged beyond this line in removing the old concrete, a new line shall be cut at the next score line beyond the line of damage and the damaged concrete shall be removed and replaced. Where new concrete work conforms to existing concrete work, steel dowels consisting of No. 4 reinforcement bars shall be placed in existing curb, sidewalk and driveway sections.

Placing Concrete

No concrete shall be placed until the forms have been checked by the Engineer and unless the Engineer is present. No concrete shall be placed when the air temperature is below forty degrees Fahrenheit (40°F) or during rain. During weather when frosts may be expected, the Contractor shall carefully cover recently deposited concrete with burlap, straw or provide for other approved curing method. No concrete shall be placed within three (3) hours of sunset. Before placing concrete, the aggregate base shall be properly moistened with water, and the form faces shall be oiled.

Concrete shall be placed and compacted in forms without segregation. After placing, the concrete shall be consolidated sufficiently to produce a dense mass, struck off and floated. Final finishing operations shall not proceed until all bleed water has evaporated from the surface. Sprinkling of dry cement to absorb excessive surface moisture shall not be allowed.

The area around utility poles, electroliers, wooden street sign posts, drop inlets and hydrants shall be blocked out during the initial placing of concrete.

Expansion Joints, Control Joints and Score Marks

Expansion joints shall be placed in the concrete curbs, gutters, sidewalks at not more than fifty foot (50’) intervals and at each side of the driveways and in all returns. Expansion joints shall be placed at right angles to the curb or sidewalk line and extend through the entire thickness of the concrete. Where sidewalk is constructed against concrete curbs, the joints shall be in line with the joints through the curb. Concrete adjacent to expansion joints shall be finished with an edger tool.

Expansion joints shall be placed around utility poles, drop inlets and hydrants so that no concrete is in contact with the appurtenance.

Where existing sidewalks and/or curb and gutter are to be removed and replaced with a driveway, no expansion joints will be required at the cold joints.

Where electroliers are located at the back of sidewalk, expansion joint material shall be placed at the back of walk between the sidewalk and the electrolier base.

Bases for electroliers within the sidewalk shall be completely separated from the sidewalk by felt roofing paper.

Locations for wooden street signposts, including street name signs which are to be installed in concrete sidewalk or island cap areas, shall be blocked out in accordance with the Standard Details.

Control joints, scored at least one-fifth (1/5) the depth of concrete being placed shall be constructed at intervals not to exceed ten feet (10') in concrete curbs, gutters, sidewalks, centerline of driveways and island caps. The width of the control joints shall not exceed one-fourth inch (1/4") and the edges of control joints shall be finished with a "T" bar. All joints shall be scored at right angles to the curb or sidewalk line.

The sidewalk between control joints shall be divided by transverse score marks placed at nominal thirty-inch (30") intervals and longitudinal score marks placed at uniform intervals not to exceed thirty-six inches (36"), unless otherwise shown on the Plans or directed by the Engineer. All score marks shall be straight, uniformly spaced, one-fourth inch (1/4") in depth and left in a cleanly rounded condition.

Maximum delay between successive pours shall not exceed the time of initial set unless a construction joint is installed.

Curing

As soon as the concrete is set, it shall be cured for a period of at least seventy-two (72) hours by applying a suitable cover that will keep all exposed surfaces continually damp or by spraying with an approved impervious membrane curing compound.

The Contractor shall protect from damage, including graffiti marks, all completed Work. Special emphasis shall be placed on protecting the edge of the gutter from being damaged or gouged during grading operations. The Contractor shall keep all equipment off new or existing sidewalks. Repairs shall be made by removing and replacing the entire unit between score lines or joints. All discolored concrete shall be cleaned to a uniform color. Repairs and cleaning of new concrete shall be at the expense of the Contractor.

Sidewalk, Driveway, and Valley Gutter

Sidewalks, driveways, island caps and valley gutters shall be formed in place. The fresh concrete shall be struck off and compacted until a layer of mortar has been brought to the surface. The surface shall be finished to grade and cross-section with a wood or aluminum float, troweled to a dense, hard, smooth finish with a steel trowel, and finished with a fine, wet and soft brush with brush strokes transverse to the line of traffic.

The finished surface shall not vary more than 0.01 foot from a ten- foot (10') straight edge, except at grade changes, and the finished surface shall be free from blemishes.

When the existing sidewalk is to be removed and replaced, the new concrete is to be tied to the remaining concrete curb, sidewalk and driveway sections with dowels. The dowels shall be No. 4's with a minimum length of nine inches (9") and shall be installed at eighteen inches (18") on center along the back of the remaining walk and/or three feet (3') on center on the back of the remaining curb. The dowels are to be inserted to a minimum penetration of four inches (4") into the remaining sidewalk and/or curb and shall fit tightly into the existing concrete.

Three No. 4 steel reinforcing bars shall be placed as longitudinal reinforcement in all valley gutters.

Where the new curb and new gutter are shown on the Plans adjacent to new sidewalk, the curb, gutter and sidewalk (monolithic pour) shall be constructed together as a unit.

Curb Ramp

Portland Cement Concrete Curb Ramp shall be constructed as specified in the City Standard Drawings, these Specifications, and per direction of the Engineer.

The Contractor shall perform all necessary Work to install a compliant ADA Portland Cement Concrete curb ramp within the limits of Work as shown on the Plan. All Work on Portland Cement Concrete Curb Ramp along the flowline from the Beginning of Curb Return (BCR) to the End of Curb Return (ECR) and projected perpendicular from the lip of gutter to the back of retaining curb or back of sidewalk shall be considered as included in this item of Work.

It is the Contractor's responsibility to lay out the proposed improvements to ensure that the limits of Work will produce an ADA compliant facility. The Contractor shall be wholly responsible for layout in compliance with the ADA requirements contained in these Specifications and other referenced documents. The Engineer shall be notified a minimum of 48 hours prior to starting any demolition in order to review the proposed improvement layout. The Contractor shall perform all Work necessary to install a compliant curb ramp.

Length of the sidewalk transition and ramp varies. The Contractor shall extend the sidewalk transition to the nearest score mark, expansion joint, or weakened joint if the transition is within five (5) feet of an existing joint or score mark.

Portland Cement Concrete removal limits shall be adjusted to include the removal of existing groove border areas, including adjacent curb, and gutter.

At any given time, no more than two (2) corners/quadrants at the intersection shall be under construction and at least one side of sidewalk shall remain open for pedestrian's use while under construction. A path of travel for passing shall be always provided.

Hot Mix Asphalt (HMA) Conform

When required, the Contractor shall replace the HMA for a minimum 6 inches or the thickness of existing asphalt concrete, whichever is greater. HMA shall be placed in lifts of 1.5 inches minimum thick and no greater than 2.5 inches. The HMA shall be placed and compacted to ninety-five percent (95%) relative compaction density and shall meet the elevation of the existing pavement contour and lip of gutter at ramp. Areas inaccessible to rollers shall be compacted by use of a power compactor of the high impact, vibrating plate type, capable of attaining the same compaction as the rolled areas. Relative compaction will be determined by California Test 375. Laboratory specimens will be compacted in conformance with California Test 304. HMA shall be placed only when the atmospheric temperature is a minimum of 50 degrees Fahrenheit and rising.

Prior to the placement of the HMA, The Contractor shall apply a tack coat to the horizontal and vertical faces of the existing asphalt pavement.

The Contractor shall not excavate any more area of asphalt concrete replacement than can be completed by the end of the workday. All excavations shall be backfilled with the final asphalt section by the end of each working day.

Surface Facilities Adjustment

The Contractor shall be responsible for adjusting to new finish grades, all utility boxes, public or private. The Contractor shall coordinate with affected agencies as necessary.

Reset or replace existing pull box within the concrete improvement or as directed by the Engineer. New pull box shall be adjusted to finish grade. Any conduits and wires in the pull box shall be lowered as necessary to accommodate the placement of new pull box. Adjust pull box orientation to avoid placing in grade break.

Landscaping, drain pipes, sprinkler heads and irrigation lines located near the existing back of sidewalk or sidewalk ramp shall be protected from damage. Sprinkler systems damaged by the Contractor shall be repaired to the Engineer's satisfaction and tested for functionality at the Contractor's expense.

Protect all surface facilities unless otherwise noted. The Contractor shall protect such facilities during construction. Damage to such facilities and required repairs to return functionality shall be at the Contractor's expense.

PART 4 - PAYMENT

Bid Item #9 – Concrete Demolition

Concrete Demolition shall be measured by square foot, regardless of the type of materials and thickness, and paid for in accordance with these special provisions.

The work associated with Concrete Demolition shall include full compensation for furnishing all transportation, labor, materials, tools, equipment, and incidentals necessary to perform all work involved in Concrete Demolition, including but not limited to: saw cutting, grinding, removing and disposal of materials, including concrete, rebar, aggregate base, sub-grade, soil, mulches or asphalt concrete, complete in place, as specified in this section, as described in the Contract Documents, and as directed by the Engineer.

Bid Item #10 – PCC Sidewalk & Curb Ramp

PCC Sidewalk & Curb Ramp shall be measured by square foot, including Class 2 Aggregate Base, and paid for in accordance with these special provisions.

The work associated with PCC Sidewalk & Curb Ramp shall include full compensation for furnishing all transportation, labor, materials, tools, equipment, and incidentals necessary to perform all work involved in PCC Sidewalk & Curb Ramp, including but not limited to: preparation, saw cutting; root cutting, excavation, demolition, removal and disposal of materials, concrete, Class 2 aggregate base, curing, forms, dowels, reinforcement, expansion joints, surveying, lines, grades, testing, adjust surface facilities, adjust irrigation and landscaping,

repairing damages, complete in place, as specified in this section, as described in the Contract Documents, and as directed by the Engineer.

Retaining curb and color concrete shall be considered as included in the contract unit price paid to various bid items and no additional compensation will be allowed.

Bid Item #11 – Detectable Warning Surface

Detectable Warning Surface shall be measured by square foot and paid for in accordance with these special provisions.

The work associated with Detectable Warning Surface shall include full compensation for furnishing all transportation, labor, materials, tools, equipment, and incidentals necessary to perform all work involved in Detectable Warning Surface, including but not limited to: detectable warning surface, compliant with ADA requirements, repairing any damage, complete in place, as specified in this section, as described in the Contract Documents, and as directed by the Engineer.

Bid Item #12 – PCC Curb & Gutter

PCC Curb & Gutter shall be measured by linear foot, regardless of the type of curb, including Class 2 Aggregate Base, and paid for in accordance with these special provisions.

The work associated with PCC Curb & Gutter, include, but are not limited to, full compensation for furnishing all transportation, labor, materials, tools, equipment, and incidentals necessary to perform all work involved in PCC Curb & Gutter, including but not limited to: preparation, saw cutting; root cutting, excavation, demolition, removal and disposal of materials, concrete, Class 2 aggregate base, curing, forms, dowels, reinforcement, expansion joints, surveying, lines, grades, testing, adjust surface facilities, adjust irrigation and landscaping, repairing damages, complete in place, as specified in this section, as described in the Contract Documents, and as directed by the Engineer.

HMA conform replaced in front of the gutter shall be considered as included in the contract unit price paid to various bid items and no additional compensation will be allowed.

Bid Item #13 – PCC Valley Gutter

PCC Valley Gutter shall be measured by square foot, including Class 2 Aggregate Base, and paid for in accordance with these special provisions.

The work associated with PCC Valley Gutter shall include full compensation for furnishing all transportation, labor, materials, tools, equipment, and incidentals necessary to perform all work involved in PCC Valley Gutter, including but not limited to: preparation, saw cutting; root cutting, excavation, demolition, removal and disposal of materials, concrete, Class 2 aggregate base, curing, forms, dowels, reinforcement, expansion joints, surveying, lines, grades, testing, adjust surface facilities, adjust irrigation and landscaping, repairing damages, complete in place, as specified in this section, as described in the Contract Documents, and as directed by the Engineer.

HMA conform replaced in front of the gutter shall be considered as included in the contract unit price paid to various bid items and no additional compensation will be allowed.

Bid Item #14 – Reset Pull Box

Reset Pull Box shall be measured by each and paid for in accordance with these special provisions.

The work associated with Reset Pull Box shall include full compensation for furnishing all transportation, labor, materials, tools, equipment, and incidentals necessary to perform all work involved in Reset Pull Box, including but not limited to: locating utilities, coordinating and obtaining approval from utility owners, contacting underground service USA (811), excavating and backfilling, removal and disposal, protecting existing utilities, adjusting, mortar, concrete, reinforcement and acceptance testing, complete in place, as specified in this section, as described in the Contract Documents, and as directed by the Engineer.

Replacement units furnished by the Contractor for unserviceable units will be considered extra work for materials only. Full compensation for handling replacement units is considered as included in the contract unit price paid and no separate payment will be made.

The City reserves the right to delete portions or all of the aforementioned bid items after the contract is awarded to the Contractor, depending on the utility agencies' acceptance and/or rejection of the unit prices provided by the Contractor. Therefore, no price negotiation shall be made for the deletion of a portion of, or the entirety of, each bid item. No compensation will be allowed for any adjustments performed by the utility owner.

SECTION 16 – BASE FAILURE REPAIR (DIGOUT)

PART 1 - GENERAL

Scope of Work

This section includes specifications for replacing asphalt concrete surfacing (digout).

Specifications

Comply with Section 19, “Earthwork”, of the Caltrans Standard Specifications.

Comply with Section 39-3, “Existing Asphalt Concrete”, of the Caltrans Standard Specifications.

PART 2 - MATERIALS

Digout shall be Type A HMA with 1/2-inch maximum size aggregate. Aggregates must be clean and free from deleterious substances.

Asphalt binder must be PG 64-10 or PG 64-16.

Tack coat shall be SS-1h or CSS-1h, comply with section 39-2.01B(10).

PART 3 - EXECUTION

General

Where replace asphalt concrete surfacing (AC Digout) is shown, remove and replace with new HMA for the full depth of asphalt concrete or a minimum depth of 4-inch, whichever is greater. The Engineer determines the exact limits of asphalt concrete surfacing to be replaced.

Replace asphalt concrete in a lane before the lane is specified to be opened to traffic.

Pavement repair work shall not commence unless the ambient temperature is above 55 degrees F and has not been below 35 degrees F during the previous twenty-four (24) hours.

Mark Boundary:

1. Extend the limits 1’ minimum beyond the distressed area.
2. Mark straight boundary lines with areas as rectangular as possible.
3. Extend boundary to lane lines and pavement edge and avoid boundary lines in the wheel path.
4. Use Full-depth sawcuts with diamond saw blades. Circular hand saws not acceptable.

Base Repair:

1. Remove material starting at a location away from the boundary.
2. Undercut subgrade if necessary to remove saturated soil and replace with suitable backfill material or granular base to make the patch as strong as the surrounding pavement.
3. Remove all distressed pavement for both partial and full depth patches.
4. Do not leave a small area between repairs.
5. Compact base material to 95% relative compaction.

6. Repair areas affected by standing water or saturated materials with HMA.
7. Asphalt Concrete edges shall be vertical, radiused edges resulting from the sue of a circular milling drum is not acceptable.

Applying Tack Coat

Before placing HMA, apply a tack coat as specified in section 39-2.01C(3)(f).

Tack coats shall not be applied when the surface to be coated is wet or contains an excess of moisture.

Apply to all vertical edges and bottom surface.

Placing HMA & Compaction

1. Mix temperature must be > 250F.
2. Each Lift of new HMA shall not exceed 2” or as directed by the Engineer.
3. Use a paver to place asphalt mix that involves large area.
4. Place HMA using method compaction as specified in section 39-2.01C(2)(c).
5. Compact surface with steel wheel roller. No vibration compaction is allowed.
6. Complete a minimum of 3 passes (one pass is up and back)
7. Running the rollers no faster than 3 mph.
8. Remove excess material beyond patch boundaries.
9. The finished surface of asphalt concrete shall have a slight crown of approximately 1/8-inch to 1/4-inch.

Clean-Up

Remove all excess debris.

Unsuitable Material

It is possible that upon removal of the existing pavement it may be discovered that the subgrade is excessively soft or pumping. Should such a determination be made by the Engineer, the Engineer may order removal of additional subgrade, for minimum of 12 inches and backfill of the additional excavation with Class 2 aggregate base per the requirements of this section.

The moisture content of material to be compacted to at least 95 percent must be such that the specified relative compaction is attained, and it is in a firm and stable condition.

Do not compact material that contains excessive moisture until the material is dry enough.

Maintaining Access

Maintain access to driveways at all times, unless authorized by the Engineer. At locations which have more than one driveway, break up the deep lift sections so as to provide access to at least one driveway at all times. At locations with one driveway, schedule deep lift work in such a manner that only half of the driveway is blocked at all times.

Once the pavement is removed, diligently complete the work so that the deep lift is in place within the same working day. There must not be a drop off greater than 0.1' (one-tenth of a foot) in the pavement overnight.

PART 4 - PAYMENT

Bid Item #15 – Base Failure Repair (4” Thick Digout)

Base Failure Repair (4” Thick Digout) shall be measured by **square foot** over the areas and thickness specified on the plans, regardless of the number of passes required to obtain the depth specified, include removal and replacement with HMA, and in accordance with these special provisions.

The work associated with Base Failure Repair (4” Thick Digout) shall include full compensation for furnishing all transportation, labor, materials, tools, equipment, and incidentals necessary to perform all work involved in base failure repair, including but not limited to: surface preparation, utility coordination, saw cutting, excavation, removal and disposal of existing asphalt, base and sub-base materials, preparing subgrade, prime coat, tack coat, providing, placing, spreading, compacting of hot mix asphalt, repair of poor workmanship or damage, and clean-up, complete in place, as specified in this section, as described in the Contract Documents, and as directed by the Engineer.

Additional excavation and backfill depth as ordered by the Engineer due to unsuitable sub-grade conditions shall be paid by prorating from Base Failure Repair bid item(s). Any removal and replacement done outside of the areas marked by the Engineer or to depths greater than the maximum depth specified will be at the expense of the Contractor.

Disposal of milled asphalt with fabric shall include full compensation for the increase in fees associated with disposal of pavement fabric in grinding material. The Contractor shall notify the Engineer immediately upon discovering pavement fabric and anytime that the limits of the fabric are reached so that the Engineer can measure limits properly.

SECTION 17 – CRACK TREATMENTS

PART 1 - GENERAL

Scope of Work

This section includes specifications for treating cracks in asphalt concrete pavement.

All crack treatment shall be completed a minimum of one week prior to surface treatment.

All crack treatment shall be flushed with the pavement with routing as necessary.

Specifications

Comply with Section 37-6, “Crack Treatments”, of the Caltrans Standard Specifications.

Submittals

Submit a certificate of compliance including:

1. Manufacturer's name
2. Production location
3. Brand or trade name
4. Designation
5. Batch or lot number
6. Crack treatment material type
7. Contractor or subcontractor name
8. Contract number
9. Lot size
10. Shipment date
11. Manufacturer's signature

Quality Assurance

Hot-applied crack treatment material must be sampled at least once per project in the Engineer's presence. Collect two 3-pounds-minimum samples of crack treatment material from the dispensing wand into silicone release boxes.

Crack treatment acceptance is based on visual inspection for uniform filling of cracks throughout the work limits including:

1. Crack treatment is not more than a 1/4 inch below the specified level
2. Sealant failures
3. Crack re-opening
4. Crack overbanding is less than 3 inches wide

PART 2 - MATERIALS

Crack Sealing

Crack sealing shall be Type 2 or approved equal.

Sand

Sand applied to tacky crack treatment material must be clean, free of clay, and comply with the gradation shown in the following table:

Quality characteristic Gradation (% passing by weight) sieve size:	Test method	Requirement
No. 4	California Test 202	100
No. 50		0–30
No. 200		0–5

Contact Herbicide

Herbicide must be approved by the City Arborist prior to start of work. The contractor shall add coloring to the herbicide for application verification by the City Inspector.

The approved herbicide shall be sprayed in all cracks at least 10 calendar days prior to the application of sealant. Application shall be subject to applicable State and City requirements.

PART 3 - EXECUTION

Treat cracks from 1/4 to 1 inch in width for the entire length of the crack. Fill or repair cracks wider than 1 inch as ordered.

If treating cracks on a traffic lane adjacent to a shoulder, treat the cracks on the shoulder.

For hot-applied crack treatment material, rout cracks or saw cut to form a reservoir.

Cracks must be clean and dry before treatment. Before treating, blast cracks with oil-free compressed air at a pressure of at least 90 psi.

If the pavement temperature is below 40 degrees F or if there is evidence of moisture in the crack, use a hot air lance immediately before applying crack treatment. The hot air lance must not apply flame directly on the pavement.

Heat and apply hot-applied crack treatment material under with the manufacturer's instructions.

Apply crack treatment with a nozzle inserted into the crack. Fill the crack flush. If after 2 days the crack treatment is more than 1/4 inch below the specified level, the sealant fails, or the crack re-opens, re-treating the crack.

Immediately remove crack treatment material that is spilled or deposited on the pavement surface.

Before opening to traffic, apply sand or the manufacturer's recommended detackifying agent to tacky crack treatment material on the traveled way. Sweep up excess sand before opening to traffic.

PART 4 - PAYMENT

Bid Item #16 – Crack Sealing (Type 2)

Crack Sealing (Type 2) shall be measured by square yard of street area and paid for in accordance with these special provisions.

The work associated with Crack Sealing (Type 2) shall include full compensation for furnishing all transportation, labor, materials, tools, equipment, and incidentals necessary to perform all work involved in Crack Sealing (Type 2), including but not limited to: coordinate with manufacturer, surface preparation, pressure cleaning, routing, herbicide application, crack sealing, sanding, sweeping, and clean-up, protecting the treatment until it has set, repair of poor workmanship or damage, and cleanup, complete in place, as specified in this section, as described in the Contract Documents, and as directed by the Engineer.

SECTION 18 – SLURRY SEAL

PART 1 - GENERAL

Scope of Work

This section includes general specifications for applying slurry seals.

Applying a slurry seal consists of spreading a mixture of asphaltic emulsion or polymer modified asphaltic emulsion, aggregate, additives, and water on a surface or pavement.

Crack seal treatment is required and must be completed a minimum of seven (7) days prior to slurry seal treatment.

Specifications

Comply with Section 37-3.02, “Slurry Seals”, of the Caltrans Standard Specifications.

PART 2 - MATERIALS

Slurry Seal

Slurry Seal shall be Type II.

Mix Design

1. At least 7 working days before slurry seal placement commences, the Contractor shall submit to the Engineer for approval a laboratory report of tests and proposed mix design covering the specific materials to be used on the project.
2. The tests and mix design shall be performed by a laboratory deemed by the Engineer capable of performing the applicable American Society for Testing and Materials (ASTM), Caltrans and International Slurry Seal Association (ISSA) tests.

PART 3 - EXECUTION

Mixing and Spreading Equipment

Mixing and spreading equipment shall be in accordance with the Caltrans Standard Specifications, Section 37-3.01C(3), and as specified herein.

The slurry seal spreading and mixing equipment shall be equipped with the following:

1. A burlap drag not shorter than 18 inches or longer than 24 inches in length. The drag shall be replaced when it loses its flexibility.
2. A calibrated emulsion tank with a stick gauge or other measuring device that allows for quick accurate measurement of the volume.
3. Gages or approved means of measurement shall be provided on the equipment so that the proportional rates of aggregate, water and asphalt emulsion can be checked at intervals determined by the Engineer.

Calibration/Demonstration

1. The Contractor shall calibrate the spreader vehicle(s) to be used on the project to the approved mix design prior to their arrival at the job site and shall furnish the Engineer a copy of the calibration settings for each vehicle. Thereafter, no adjustments in the aggregate and emulsion settings shall be made without the approval of the Engineer.
2. The Contractor shall demonstrate the ability to mix and apply slurry in a satisfactory manner and to the approved mix design with each spreader vehicle. The Contractor may not begin work until the ability to apply slurry as specified is demonstrated to the Engineer.

Surface Preparation

1. Surface to receive slurry seal shall be prepared in accordance with the requirements specified for preparing surfaces to receive asphaltic emulsion as specified in Section 37-3.01C(4), “Surface Preparation,” of the Standard Specifications.
2. Power sweepers shall be required to sweep from face of curb to face of curb. This shall involve a minimum of three passes with a power broom street sweeper (Mobile or equivalent). Pavement missed by or inaccessible to broom sweepers shall be swept clean by other approved methods. The contractor shall provide whatever flushing, compressed air, or other cleaning methods necessary to remove all dirt and loose material from the pavement.
3. All existing raised pavement markers and thermoplastic stripes and markings shall be removed and disposed of by the contractor. Said removal shall not occur sooner than two (2) days prior to the day that the sealing is performed.

Application and Workmanship

The slurry seal shall be mixed, spread, and placed in accordance with the provisions of Section 37-3.01C of the Caltrans Standard Specifications, with the following exceptions and additions:

1. The slurry seal shall not be applied when either atmospheric or pavement temperature is 55°F and falling but may be applied when either atmospheric or pavement is 45°F and rising. The slurry seal shall not be applied during periods of abnormally high relative humidity. Slurry seal shall not be applied when raining or foggy.
2. The slurry seal mixture shall not be applied prior to 8:00 A.M. Also, the slurry seal mixture shall not be applied after 3:00 P.M. unless approved by the Engineer. Approval of applications after 3:00 P.M. will only be for the purpose of completing the section of work then underway. Beginning a new section of work after 3:00 P.M. will not be permitted.
3. The surface shall be logged with water directly proceeding the spreader. The slurry mixture shall be of the desired consistency when deposited on the surface. Total time of mixing shall not exceed four (4) minutes. A sufficient amount of slurry shall be carried in all parts of the spreader at all times so that complete coverage is obtained. No lumping, batting or unmixed aggregate shall be permitted. No segregation of the emulsion and aggregate fines from the coarse aggregate will be permitted. If coarse aggregate settles to the bottom of the mix, the slurry will be removed from the pavement. No excessive

breaking of the emulsion will be allowed in the spreader box. No streaks, such as caused by oversize aggregate will be left in the finished pavement. Ridges (especially at existing raised pavement markers) and wash-boarding in the finished product will not be allowed.

4. The slurry seal shall be placed at a rate to produce 8 to 12 pounds of aggregate per square yard for Type I, 14 to 18 pounds of aggregate per square yard for Type II slurry and, 20 to 25 pounds of aggregate per square yard for Type III slurry, unless approved by the Engineer prior to start of work. The completed mixture shall be such that the slurry seal mixture has proper workability and will permit traffic flow within one hour after placement without the occurrence of bleeding, raveling, polishing, separation or other distress, and prevent the development of bleeding, raveling, polishing, separation, or other distress within 30 days after its placement.
5. Asphaltic emulsion shall be added at a rate of between 13 to 18 percent by weight of the dry aggregate. The quality of asphaltic emulsion to be used in the slurry seal mixture will be determined from the design asphalt binder content, as approved by the Engineer, and the asphalt solids content of the asphaltic emulsion finished.
6. The slurry seal mixture shall be applied to overlap the lip of gutter; this overlap shall maintain a straight line and is not to exceed beyond two inches (2") from the lip of gutter toward the face of curb. On streets that have no concrete gutter, the slurry seal shall extend to the face of curb. Any application or spillage beyond this two-inch limit shall be removed or cleaned up by the Contractor to the satisfaction of the Engineer. Gutter spills shall be cleaned immediately.
7. The seal coat shall be applied in such a manner that the joint between the new and existing surface is neat and uniform in appearance true to the line shown on the typical cross section and established by the Engineer. Roofing paper or a comparable substitute shall be used at all ends of slurry seal limits to provide for a clean, neat, and straight definition of the end of the slurry.
8. Longitudinal joints shall be at the crown of the street or at the edge of travel lanes.
9. No excessive buildup or unsightly appearance shall be permitted on longitudinal or transverse joints. Burlap drags shall be used.
10. Approved squeegees shall be used to spread slurry in non-accessible areas to the slurry mixer. Care shall be exercised in leaving no unsightly appearance from hand work.
11. At any time, the quality of the mix or workmanship is not to the satisfaction of the Engineer, the job shall be discontinued until a correction is made which is satisfactory to the Engineer.
12. A sand blotter shall be spread at selected intersections and where required by the Engineer, to accommodate pedestrian or vehicular traffic until slurry sets. Sand blotter shall be placed by broadcasting slurry aggregate lightly so not to cause any displacement of wet slurry seal. Sand blotters at intersections shall be swept within 24 hours of placement or sooner if directed by the Engineer.
13. Any traffic control devices (barricades, cones, or signs) which are moved in the process of applying the slurry are to be returned to a proper position by the Contractor as soon as possible.

14. Wheel tracks, footprints, and other undesired markings in the slurry seal shall be repaired to the satisfaction of the Engineer.
15. Treated areas will be allowed to cure until such time as the Engineer permits their opening to traffic.

Preservation of Property

Immediately preceding the seal application, the Contractor shall cover all grates, slotted manholes, and other appurtenances on and adjacent to the pavement that would allow the entry of the sealing materials; mask with roofing paper, all closed manhole covers, water and gas valve box covers, monuments, monument boxes, etc.; and remove all existing raised pavement markers, paint and thermoplastic pavement markings.

Drainage inlets shall be uncovered and cleaned to the satisfaction of the Engineer as soon as the seal sets. The other surface utilities shall be uncovered and cleaned the following day after completion of the slurry seal at each location. If they are not uncovered within this time frame, no additional seal shall be placed until they are uncovered.

Gutters, curbs, sidewalks, driveways, shoulders and other structures adjacent to the pavement to be slurry sealed shall be cleaned of excess seal to the satisfaction of the Engineer.

Asphalt pavement, concrete curb, gutter, sidewalk, and other concrete surface structures along existing City streets damaged by the Contractor's operations, including but not limited to walkways, lawns and other landscaping, fences, gates, driveways, walls and mailboxes shall be replaced in kind by the Contractor.

Full compensation for protecting and repairing property as specified herein shall be considered as included in the price paid for other items of work, and no additional compensation will be allowed.

Testing

Samples of the slurry seal will be taken directly from the microsurfacing unit(s) at a minimum rate of one sample per mixing unit per each day’s use. Consistency and residual asphalt content tests shall be made on the samples and compared to the specifications. Tests will be run by the contractor and at the expense of the contractor. If any two successive tests on the mix from the same machine fail, the use of the machine shall be suspended. It will be the responsibility of the contractor, at his own expense, to prove to the Engineer that the problems have been corrected and that the machine is working properly.

When tests for an area indicate that the application is outside the specified limits, then one of the following remedies shall be applied unless approved otherwise by the Engineer:

1. A deduction shall be made from the bid amount paid per square yard for the area. or
2. The area shall receive an additional treatment at the Contractor's expense.

PART 4 - PAYMENT

Bid Item #17 – Slurry Seal (Type II)

Slurry Seal (Type II) shall be measured by square yard and paid for in accordance with these special provisions.

The work associated with Slurry Seal (Type II) shall include full compensation for furnishing all transportation, labor, materials, tools, equipment, and incidentals necessary to perform all work involved in Slurry Seal (Type II), including but not limited to: surface and site preparation, locating and covering surface facility covers and lids, testing, mixing and spreading, prevent spill on to gutter, sweeping, and clean-up, protecting the treatment until it has set, repair of poor workmanship or damage, and cleanup, complete in place, as specified in this section, as described in the Contract Documents, and as directed by the Engineer.

Field sample testing may be completed at the City's discretion. The Contractor will be responsible for testing costs and retesting of noncompliant sections.

SECTION 19 – REMOVE EXISTING ASPHALT CONCRETE PAVEMENT

PART 1 - GENERAL

Scope of Work

This section includes specifications for cold planing existing asphalt concrete pavement with or without pavement fabric, and excavation of asphalt pavement surface and base.

Specifications

Comply with Section 19-2, “Roadway Excavation”, and Section 39-3, “Existing Asphalt Concrete”, of the Caltrans Standard Specifications.

PART 2 - MATERIALS

Not Used.

PART 3 - EXECUTION

Cold Planing

Contractor shall notify Engineer (in writing) at least 48 hours prior to cold planing. Work shall not proceed until the Engineer has approved cold planing schedule.

Contractor shall schedule work to minimize length of time traffic is on cold planed roadway surface. New HMA must be placed on the same day as cold planing if no base failure repair is required. If based failure repair work is necessary, the time between the pavement is cold planed and the new HMA is placed shall not exceed one (1) working day.

When working at signalized intersections where the traffic signal detector loops may be affected by the work, the Contractor must notify the Engineer at least 72 hours prior to start of work in that area.

Protective coverings shall be provided to protect the exposed portions of culverts, curbs, gutters, concrete pavers, posts, guard fences, road signs, and any other structures from splashing oil and asphalt from the paving operations. Remove any oil, asphalt, dirt, or other undesirable matter that may come upon these structures due to the paving operations. Take precautions to ensure that the adjacent lip of gutter is not damaged during the cold planing operation. Replace any portion of the adjacent gutter that is damaged in conformance with City Standard prior to placing the final asphaltic concrete surfacing.

The Contractor is responsible for cold planing around utilities and curb returns, by hand, if necessary.

The material cold planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, shall be immediately removed from the site of the work and disposed of, unless otherwise directed by the Engineer. All material removed by cold planing, including pavement fabric (if present), shall be cleaned up and legally disposed of outside of the City limits. Recycling of the material shall be in compliance with the City recycling ordinance. The Contractor shall notify the Engineer immediately upon discovering pavement

fabric and anytime that the limits of the fabric are reached so that the Engineer can measure limits properly.

Removal of yellow thermoplastic stripes and markings is required prior to cold planing.

Immediately sweep and clean all loose materials after cold milling. Load all milled materials directly into trucks, stockpiling of materials for any time length is not allowed. The use of "transfer trucks" to transport (off haul) milled material is prohibited.

Pavement Excavation

This work includes excavating existing asphalt concrete pavement, base and/or sub-base materials to the depth specified in the plan.

All excavated material shall be loaded for off-haul from the site as it is generated. Material will not be allowed to accumulate within the right-of-way.

The existing aggregate base shall be compacted to a relative compaction of not less than ninety-five (95) percent for a minimum depth of zero point six inches below the grading plane (sub-grade plane) for a full width of the area to be paved.

The existing asphalt concrete pavement shall be neatly saw cut to the depth specified.

PART 4 - PAYMENT

Bid Item #18– Cold Planing (2” Thick)

Bid Item #19 – Cold Planing (3” Thick)

Bid Item #20 – Cold Planing (5” Thick)

Cold Planing (2”, 3” & 5” Thick) shall be measured by square yard over the areas and thickness specified on the plans, regardless of the number of passes required, and paid in accordance with these special provisions.

The work associated with Cold Planing (2”, 3” & 5” Thick) shall include full compensation for furnishing all transportation, labor, materials, tools, equipment, and incidentals necessary to perform all work involved in Cold Planing (2”, 3” & 5” Thick), including but not limited to: roadway preparation, protect existing surface facilities, trimming tree branches, pruning tree root, saw cutting, grinding, milling, cold planing, conform cutting, excavating, removing and disposing of asphalt concrete, base and/or sub-base material, and disposal of asphalt concrete with non-recyclable fabric (if found), complete in place, as specified in this section, as described in the Contract Documents, and as directed by the Engineer.

Disposal of milled asphalt with fabric shall include full compensation for the increase in fees associated with disposal of pavement fabric in grinding material. The Contractor shall notify the Engineer immediately upon discovering pavement fabric and anytime that the limits of the fabric are reached so that the Engineer can measure limits properly.

SECTION 20 – TYPE A HOT MIX ASPHALT

PART 1 - GENERAL

Scope of Work

This section includes general specifications for producing and placing Type A Hot Mix Asphalt for paving.

Specifications

Comply with Section 39-2.02, “Type A Hot Mix Asphalt”, of the Caltrans Standard Specification.

Submittals

Provide Job Mix Formular (JMF) and Quality Control Plan per Section 39-2.01A(3), “Submittals”, of the Caltrans Standard Specifications.

Quality Assurance

Comply with Section 39-2.01A(4), “Quality Assurance”, of the Caltrans Standard Specification.

PART 2 - MATERIALS

Hot Mixed Asphalt (HMA)

HMA shall be Type A HMA with 1/2” maximum aggregate size. Aggregates must be clean and free from deleterious substances.

Asphalt Binder

The grade of asphalt binder shall be PG 64-10, comply with Section 92, “Asphalt Binders”, of the Caltrans Standard Specifications.

Tack Coat

Tack coat shall be SS-1h or CSS-1h, comply with Section 94, “Asphaltic Emulsions”, of the Caltrans Standard Specifications.

Reclaimed Asphalt Pavement (RAP)

Substitute RAP for part of the virgin aggregate in a quantity up to 25 percent of the aggregate blend.

Fiber Reinforced Asphalt Concrete (FRAC)

FRAC shall be manufactured by FORTA-FI® or approved equal. Contact Alex Kotrotsios at (949) 610-2627 or akotrotsios@fortacorp.com. Follow the manufacturer’s requirements and recommendations for FRAC.

PART 3 - EXECUTION

In accordant with Section 39-2.01C, “Construction”, of the Caltrans Standard Specifications.

Surface Preparation

Prepare subgrade to receive HMA under the sections for the material involved. Subgrade must be free of loose and extraneous material.

Before placing HMA, remove loose paving particles, dirt, and other extraneous material by any means.

The full-width of a surface to which a tack coat is to be applied shall be cleaned with a self-propelled, truck-mounted sweeper equipped with both power brooms and a vacuum system to remove loose dirt, sand, dust and other objectionable material. The surface to which the tack coat is to be applied shall be dry prior to application.

Tack Coat

Prior to applying tack coat, submit calculations for the minimum spray rate required to achieve the minimum residual rate.

Apply a tack coat:

1. To existing pavement including planed surfaces
2. Between HMA layers
3. To vertical surfaces of:
    a. Curbs
    b. Gutters
    c. Construction joints

The surfaces of structures and trees adjacent to the areas being treated shall be protected to prevent their being splashed or damaged.

Equipment for the application of tack coat must comply with section 37-1.03B of the Caltrans Standard Specifications.

For gore points and other areas not accessible to a truck distributor bar apply by hand spraying.

Close areas receiving tack coat to traffic. Do not allow the tracking of tack coat onto pavement surfaces beyond the job site.

If use an asphalt binder for tack coat, the asphalt binder temperature must be from 285 to 350 degrees F when applied.

A certificate of compliance for each truckload of emulsion or asphalt binder shall be provided to the Engineer before the application of tack coat starts. The Engineer may obtain and retain samples for testing.

Immediately after cleaning the surface, except if water was used, apply a tack coat in one application at the minimum residual rate shown in the table. If water is used, do not apply a tack coat until immediately after the surface is dry. The distributor truck spray bar shall be

pressurized during application and discharge tack coat material in a fan shape (spray cone) from each nozzle. The spray bar shall be set at a height above the existing pavement which results in each interior spray cone overlapping a minimum of twice before coming into contact with the underlying pavement. Streaking or streaked applications will not be accepted.

Tack Coat Application Rates for HMA

HMA over:	Minimum residual rates[1] (gallons/square yard)		
	CSS-1/CSS-1h, SS-1/SS-1h and QS-1h/CQS-1h asphaltic emulsion	CRS-1/CRS-2, RS-1/RS-2 and QS-1/CQS-1 asphaltic emulsion	Asphalt binder and PMRS-2/PMCRS-2 and PMRS-2h/PMCRS-2h asphaltic emulsion
New HMA (between layers)	0.02	0.03	0.02
Concrete pavement and existing asphalt concrete surfacing	0.03	0.04	0.03
Cold Milled/Micro-Milled/Cold Planed Pavement	0.05	0.06	0.04

[1]The residual application rate will be verified in accordance with ASTM D2995.

Following the application of tack coat, the surface shall be allowed to cure without being disturbed for period of time necessary to permit setting of the tack coat. A tack coat shall be applied only as far in advance of the placing of the overlying layer as required for that day's operation. The treated surface shall be protected from damage until the succeeding course of pavement is placed.

Apply a tack coat to vertical surfaces with a residual rate that will thoroughly coat the vertical face without running off.

Notify the Engineer if water is used in dilute asphaltic emulsion. The weight ratio of added water to asphaltic emulsion must not exceed 1 to 1.

Measure added water either by weight or volume under section 9-1.02 of the Caltrans Standard Specifications or use water meters from water agencies. If measuring water by volume, apply a conversion factor to determine the correct weight.

With each dilution, submit:

1. Weight ratio of water to bituminous material in the original asphaltic emulsion
2. Weight of asphaltic emulsion before diluting
3. Weight of added water
4. Final dilution weight ratio of water to asphaltic emulsion

If authorized, change tack coat rates.

Immediately in advance of placing HMA, apply additional tack coat to damaged areas or where loose or extraneous material is removed.

Placement

The Engineer will meet daily with the Contractor on days when paving occurs to ensure the Contractor’s operations are continuous and non-stop.

Deliver HMA to the site in a thoroughly mixed condition and spread by a self-propelled asphalt paving machine.

HMA shall not be placed when the air temperature is below 50°F unless using an approved WMA technology.

HMA with WMA water injection technology shall be spread at a mix temperature of not less than 260°F, or not less than 250°F if a WMA additive technology is used.

No placement will be allowed when the roadway is moist, damp or when it is raining. For the purpose of this provision, "raining" means any weather condition that causes the roadway to become moist or damp. In the case of sudden precipitation, all paving work must stop immediately, all HMA on site not yet placed and all HMA in transit from the plant will be rejected and no payment will be allowed.

Deposit HMA in a windrow and load it in the paver if:

1. Paver is equipped with a hopper that automatically feeds the screed
2. Loading equipment can pick up the windrowed material and deposit it in the paver hopper without damaging base material
3. Activities for depositing, pickup, loading, and paving are continuous

Do not use petroleum products such as kerosene or diesel fuel to release HMA from trucks, spreaders, or compactors.

Where the pavement thickness shown is 0.30 foot or greater, place HMA in multiple lifts not less than 0.15 foot each. If placing HMA in multiple lifts:

1. Aggregate gradation must comply with the requirements shown in the following table:

Aggregate Gradation Requirements

HMA lift thickness	Gradation
0.15 to less than 0.20 foot	1/2 inch
0.20 foot to less than 0.25 foot	3/4 inch
0.25 foot or greater	3/4 inch

2. Apply a tack coat before placing a subsequent lift
3. The Engineer evaluates each HMA lift individually for compliance

If the ambient air temperature is below 60 degrees F, cover the loads in trucks with tarpaulins. If the time for HMA discharge to truck at the HMA plant until transfer to paver's hopper is 90 minutes or greater and if the ambient air temperature is below 70 degrees F, cover the loads in trucks with tarpaulins, unless the time from discharging to the truck until transfer to the paver's hopper or the pavement surface is less than 30 minutes. The tarpaulins must completely cover the exposed load until transfer of the mixture to the paver's hopper or the pavement surface.

Spread HMA with WMA at the ambient air and surface temperatures shown in the following table:

Minimum Ambient Air and Surface Temperatures

Lift thickness (feet)	Ambient air (°F)		Surface (°F)	
	Unmodified asphalt binder	Modified asphalt binder	Unmodified asphalt binder	Modified asphalt binder
HMA produced with WMA water injection technology				
<0.15	55	50	60	55
≥0.15	45	45	50	50
HMA produced with WMA additive technology				
<0.15	45	45	50	45
≥0.15	40	40	40	40

Longitudinal Joints

Longitudinal joints in the top layer must match lane lines. Alternate the longitudinal joint offsets in the lower layers at least 0.5 foot from each side of the lane line. Other longitudinal joint placement patterns are allowed if authorized.

A vertical longitudinal joint of more than 0.15 foot is not allowed at any time between adjacent lanes open to traffic.

For an HMA thickness of 0.15 foot or less, the distance between the ends of the adjacent surfaced lanes at the end of each day's work must not be greater than can be completed in the following day of normal paving.

For an HMA thickness greater than 0.15 foot, must place HMA on adjacent traveled way lanes or shoulder such that at the end of each work shift the distance between the ends of HMA layers on adjacent lanes is from 5 to 10 feet. Place additional HMA along the transverse edge at each lane's end and along the exposed longitudinal edges between adjacent lanes. Hand rake and compact the additional HMA to form temporary conforms. Place kraft paper or other authorized release agent under the conform tapers to facilitate the taper removal when paving activities resume.

If placing HMA against the edge of existing pavement, saw cut or grind the pavement straight and vertical along the joint and remove extraneous material.

Compaction

Start rolling at the lower edge and progress toward the highest part except when compacting layers which exceed 4 inches in compacted thickness. For layers which exceed 4 inches in compacted thickness, start rolling in the middle of the mat, and advance gradually to both edges. Roll supported edges (edges along concrete curbs and gutters, or headers) before unsupported edges. If approved, delay rolling of an unsupported edge if the required density is achieved on the remainder of the mat after the completion of finish rolling.

Complete finish rolling activities before the pavement surface temperature is:

1. Below 150 degrees F for HMA with unmodified binder
2. Below 140 degrees F for HMA with modified binder

Rolling must leave the completed surface compacted and smooth without tearing, cracking, or shoving.

If a vibratory roller is used as a finish roller, turn the vibrator off.

HMA, after the completion of rolling, shall be compacted to not less than 92 percent and not more than 97 percent of the maximum theoretical density (MTD) as determined in accordance with AASHTO T 209.

Do not open new HMA pavement to traffic until its mid depth temperature is below 160 degrees F.

If the surface to be paved is both in sunlight and shade, pavement surface temperatures are taken in the shade.

Smoothness

The HMA pavement top layer must not vary from the lower edge of a 12-foot-long straightedge:

1. More than 0.01 foot when the straight edge is laid parallel with the centerline
2. More than 0.02 foot when the straightedge is laid perpendicular to the centerline and extends from edge to edge of a traffic lane
3. More than 0.02 foot when the straightedge is laid within 24 feet of a pavement conform

Quality Control

HMA Density

1. The Contractor shall demonstrate that their equipment and operation can achieve the required density on a test strip not less than 200 feet long and 12 feet wide in accordance with California Test 375. The Contractor is responsible for the quality control process necessary to achieve the required density.
2. The test strip construction may be on the same day as production testing or the first day of paving. If on the first day of paving, the Engineer will issue a notice to proceed for paving after the completion of the test strip. Contractors are fully responsible for achieving the required in-place density both prior to, and after, determination of the theoretical maximum density.

In-Place Density

1. The Engineer determines the percent of theoretical maximum density by determining the in-place density by nuclear gauge and dividing by the theoretical maximum density.
2. The Engineer will determine the field density by a nuclear gauge calibrated from cores taken from the test strip in accordance with California Test 375. Nuclear gauge asphalt testing devices will be re-correlated whenever there is a change in lift thickness of 1/2 inch or greater, underlying material, materials source, or mix design.

PART 4 - PAYMENT

Bid Item #21 – Type A Hot Mix Asphalt

Type A Hot Mix Asphalt shall be measured by tonnage, as determined on the actual weight tags collected, regardless of the size of the aggregate, thickness of the total pavement section or the number of passes required to pave the compacted depth specified and paid in accordance with these special provisions.

The work associated with Type A Hot Mix Asphalt shall include full compensation for furnishing all transportation, labor, materials, tools, equipment, and incidentals necessary to perform all work involved in Type A Hot Mix Asphalt, including but not limited to: surface and site preparation, protecting existing surface facilities, tack coat, placing, spreading and compacting HMA, repair damage, sweeping, and clean up, complete in place, as specified in this section, as described in the Contract Documents, and as directed by the Engineer.

Contractor shall furnish weight tags for HMA to the Engineer daily for acceptance and shall indicate where on the site(s) at which the material was used.

Field density testing shall be completed by Contractor. The Contractor will be responsible for testing costs and retesting of noncompliant sections.

Bid Item #22 – Fiber Reinforced Asphalt Concrete (Revocable Bid Item)

Fiber Reinforced Asphalt Concrete is a revocable bid item and shall be measured by tonnage and paid in accordance with these special provisions.

The work associated with Fiber Reinforced Asphalt Concrete shall include full compensation for furnishing all transportation, labor, materials, tools, equipment, and incidentals necessary to perform all work involved in Fiber Reinforced Asphalt Concrete, including but not limited to: coordination with manufacturers, FRAC, submittals, tests, complete in place, as specified in this section, as described in the Contract Documents, and as directed by the Engineer.

SECTION 21 – GEOSYNTHETIC PAVEMENT INTERLAYER

PART 1 - GENERAL

Scope of Work

This section includes specifications for installing geosynthetic pavement interlayers, including paving mat or fabric.

Specifications

Comply with Section 96, “Geosynthetics” of the Caltrans Standard Specifications.

PART 2 - MATERIALS

Geosynthetic pavement interlayer shall be GlasPave50, manufactured by Tensar, or approved equal. The paving mat must be millable and recyclable. Submit documentation that certifies the product is millable and recyclable.

The asphalt binder must be PG 70-10, comply with Section 92, “Asphalt Binders” of the Caltrans Standard Specifications.

PART 3 - EXECUTION

Where shown, place geosynthetic pavement interlayer over a coat of asphalt binder and in compliance with the manufacturer's instructions. Do not place the interlayer on a wet or frozen surface. If the interlayer, in compliance with the manufacturer's instructions, does not require asphalt binder, do not apply asphalt binder before placing the interlayer.

Before placing the interlayer or asphalt binder:

1. Repair cracks 1/4 inch and wider, spalls, and holes in the pavement.
2. Clean the pavement of loose and extraneous material.

If the interlayer requires asphalt binder, immediately before placing the interlayer, apply asphalt binder at a rate specified by the interlayer manufacturer; at 0.25 ± 0.03 gal per square yard of interlayer; or at a rate that just saturates the interlayer; whichever is greater. Apply asphalt binders the width of the interlayer plus 3 inches on each side. At an interlayer overlap, apply asphalt binder on the lower interlayer the same overlap distance as the upper interlayer.

If asphalt binder tracked onto the interlayer or brought to the surface by construction equipment causes interlayer displacement, cover it with a small quantity of HMA.

If the interlayer placement does not require asphalt binder, apply tack coat prior to placing HMA at the application rates specified under section 39-2.01C(3)(f) based on the condition of the underlying surface on which the interlayer was placed.

Align and place the interlayer with no overlapping wrinkles, except a wrinkle that overlaps may remain if it is less than 1/2 inch thick. If the overlapping wrinkle is more than 1/2 inch thick, cut the wrinkle out and overlap the interlayer no more than 2 inches.

Overlap the interlayer borders between 6 to 12 inches. In the direction of paving, overlap the following roll with the preceding roll at any break.

Use rolling equipment to correct distortions or wrinkles in the interlayer. Before placing HMA on the interlayer, do not expose the interlayer to:

1. Traffic, except for crossings under traffic control and only after you place a small HMA quantity
2. Sharp turns from construction equipment
3. Damaging elements

Pave HMA on the interlayer during the same work shift. The minimum HMA thickness over the interlayer must be 1.5-inch-thick including conform tapers.

Placing over Milled Surface

When placing paving mat or fabric on a smooth milled surface, a pneumatic tire roller shall be used to facilitate full adhesion. Smooth milled surface is defined as a surface that has no groove or sharp vertical surfaces greater than 1/4" (6mm) in depth or width. The milling equipment should have no missing "teeth" and that they are properly spaced, and the equipment is operated at a speed slow enough to achieve the smooth mill as defined.

PART 4 - PAYMENT

Bid Item #23 – Paving Mat (Revocable Bid Item)

Paving Mat is revocable bid item and shall be measured by square yard and paid for in accordance with these special provisions.

The work associated with Paving Mat shall include full compensation for furnishing all transportation, labor, materials, tools, equipment, and incidentals necessary to perform all work involved in Paving Mat, including but not limited to: surface and site preparation, coordination with manufacturer, repair cracks, tack coat, paving mat or fabric, repair of poor workmanship or damage, sweeping, and clean up, complete in place, as specified in this section, as described in the Contract Documents, and as directed by the Engineer.

SECTION 22 – SIGNS AND MARKERS

PART 1 - GENERAL

Scope of Work

This section includes specifications for roadside sign, post and markers.

Signs and Markers must comply with the California MUTCD, California Sign Specifications, and the FHWA publication Standard Highway Signs and Markings. For the California Sign Specifications, go to the State's Traffic Operations website.

Specifications

Comply with section 82, "Signs and Markers", of the Caltrans Standard Specifications.

PART 2 - MATERIALS

Sign Panel

Sign panels shall be of the type, size, shape, and pattern designated or called for on the plans and detail drawings. Where sign sizes are not specified in the plans, the designated Standard size sign in accordance with the California MUTCD shall be used.

Signs must comply with the California Sign Specifications and the federal Standard Highway Signs and Markings Book.

Submit a certificate of compliance for:

1. Aluminum sheeting
2. Retroreflective sheeting
3. Screened-process colors
4. Nonreflective, opaque, black film

Sign panels shall be constructed of aluminum, unless otherwise specified on plans. Aluminum panels shall conform to the requirements in Section 82-2.02 "Materials" of the Caltrans Standard Specifications, and the Caltrans Standard Plans.

Retroreflective sign sheeting shall conform to the requirements in Section 82- 2.02C "Retroreflective Sheeting" of the Caltrans Standard Specifications and Part 2 of the California MUTCD.

Sign information must be imprinted in 1/4-inch upper case letters and numerals. Locate this information on the back, lower right of each sign panel. Sign information must include:

1. Month and year of fabrication
2. Type of retroreflective sheeting
3. Sheeting manufacturer's identification and lot number for the retroreflective sheeting

Mounting hardware for signs shall conform to the details shown or called for on the plans. Mounting hardware for signal or electrolier standards or metal posts shall conform to the applicable requirements and specifications shown and noted on Plan RS4 of the Caltrans

Standard Plans and Section 82-3.02E “Sign Panel Fastening and Mounting Hardware” of the Caltrans Standard Specifications.

Sign Post

Sign post shall be 2-inch by 2-inch galvanized perforated square steel tube post and square steel anchor sleeve, comply to Section 82-3.02B, “Metal Posts”, of the Caltrans Standard Specifications.

Sign Foundation

Concrete bases for traffic control sign posts shall be Portland Cement Concrete (PCC) of the shape and dimensions shown or called for on the plans and detail drawings and shall conform to Section 90-2 “Minor Concrete” of the Caltrans Standard Specifications.

PART 3 - EXECUTION

General

Roadside signs shall be installed at locations shown on the plans per City Standard.

Installation of roadside signs on street light poles shall not damage or scratch the paint of the street light. Any damage to the street light pole shall be repaired by the Contractor at his own cost.

Any damage to the relocated sign shall be repaired by the Contractor to the satisfaction of the Engineer and all costs of such repair shall be the sole responsibility of the Contractor.

All newly installed roadside signs shall be continuously covered from view, as directed by the Engineer, until they are required to control traffic. The Engineer shall direct the Contractor when the new signs are to be uncovered.

Existing roadside signs, at locations shown on the plans to be salvaged, shall be removed and salvaged. Salvaged signs shall be delivered to the City.

Each multi-post or single post sign with one or more sign panels mounted on the post shall be considered a single unit for measurement and payment purposes.

Remove signs only when replacement signs are installed or when the existing signs are no longer required for traffic. Reset each sign the same day it is removed.

Reset roadside signs using existing posts. If an existing post is deteriorated or broken, replace it with a new post and foundation.

If sign post is reset or relocated, remove the existing sign post and foundation completely and backfill hole with materials matching existing. Cutting post on existing concrete is not allowed.

Existing signs removed or damaged shall be replaced in kind.

Existing landscaping or planting removed, damaged or disturbed shall be replaced in kind.

PART 4 - PAYMENT

Bid Item #24 – Sign Post

Sign Post shall be measured by each sign post installed, regardless the number of signs on the same post, including post and foundation, and paid for in accordance with these special provisions.

The work associated with Sign Post shall include, but are not limited to, full compensation for furnishing all transportation, labor, materials, tools, equipment, and incidentals necessary to perform all work involved in Sign Post, including but not limited to: sign post, and foundation, complete in place, as specified in this section, as described in the Contract Documents, and as directed by the Engineer.

Bid Item #25 – Roadside Sign

Roadside Sign shall be measured by each sign installed and paid for in accordance with these special provisions.

The work associated with Roadside Sign shall include, but are not limited to, full compensation for furnishing all transportation, labor, materials, tools, equipment, and incidentals necessary to perform all work involved in Roadside Sign, including but not limited to: sign, and mounting hardware, complete in place, as specified in this section, as described in the Contract Documents, and as directed by the Engineer.

SECTION 23 – TRAFFIC STRIPES, MARKINGS AND MARKERS

PART 1 - GENERAL

Scope of Work

This section includes specifications for traffic stripes, markings and markers.

Traffic Stripes, markings, and markers must comply with the California MUTCD, California Sign Specifications, and the FHWA publication Standard Highway Signs and Markings.

Specifications

Pavement markers shall comply with Section 81-3, “Pavement Markers”, of the Caltrans Standard Specification.

Traffic stripes and markings shall comply with Section 84, “Markings”, of the Caltrans Standard Specification.

PART 2 - MATERIALS

Temporary Pavement Markers

Short term, temporary pavement markers shall be day/night retroreflective raised pavement markers conforming to the requirements of Section 12 of the Caltrans Standard Specifications and Part 6 of the California MUTCD.

Pavement Markers

Pavement markers shall be retroreflective with smooth faces and contain 1 or 2 retroreflective faces of the specified color.

Adhesives for pavement markers shall be either epoxy or hot melt bituminous adhesive.

Submit certificates of compliance showing conformance with these specifications for each load of pavement markers delivered to the job site.

Thermoplastic

Traffic stripes and markings shall be extruded thermoplastic, complying with Caltrans Specification PTH-02HYDRO, or PTH-02ALKYD.

Thermoplastic stripes and markings shall have a minimum skid friction value of BPN = 35.

Submit certificates of compliance showing conformance with this specification for each load of material delivered to the job site.

Glass Beads

Glass beads shall be Type 2 glass beads and must comply with AASHTO M 247. At least 75 percent of the beads by count must be true spheres that are colorless and do not exhibit dark spots, air inclusions, or surface scratches when viewed under 20X magnification.

Glass beads must be surface-treated, according to the bead and the material manufacturer's instructions, to promote adhesion with the specified material.

Paint

Curb paint shall be Ennis-Flint Fast Dry waterborne traffic paint, or an approved equivalent, and shall be prepared and applied in accordance with manufacturer guidelines.

PART 3 - EXECUTION

Remove Traffic Stripes and Markings

Removal of traffic stripes shall be by grinding. Removal by sandblasting shall not be permitted.

Contractor’s attention is directed to the State Health and Safety and Cal-OSHA regulations and requirements regarding the removal, handling and disposal of yellow thermoplastic and painted traffic striping and pavement markings. The Contractor is responsible for any additional requirements necessary to comply with the regulations.

When removing the thermoplastic and yellow painted traffic stripes and markings, the removed residue, including dust, shall be contained and collected immediately. Sweeping equipment shall not be used. Collection shall be by a high efficiency particulate air (HEPA) filter equipped vacuum attachment operated concurrently with the removal operations or other equally effective methods approved by the Engineer.

Refer to Section 14-11.12 “Removal of Yellow Traffic Stripe and Pavement Marking with Hazardous Waste Residue” of the Caltrans Standard Specifications for removing existing yellow thermoplastic and yellow painted traffic stripe and pavement marking. The residue from the removal of this material is a City generated hazardous waste.

Remove Pavement Markers

Remove pavement markers and the underlying adhesive by methods that cause the least possible damage to the pavement or surfacing.

When removing ceramic-type pavement markers, use screens or other protective devices to contain fragments.

Remove fragments from the removal work before opening the lanes to traffic.

Temporary Pavement Markers

Temporary pavement markers shall be installed and replaced as directed.

If permanent pavement markers cannot be installed immediately, short term, temporary pavement markers shall be installed on new roadways before the street will be opened for traffic.

Temporary pavement markers, at a minimum, shall be placed at 24 feet on centers in the appropriate colors to delineate centerlines and travel lanes on multi-lane roadways except that edge lines shall not be simulated with raised pavement markers.

Thermoplastic Stripes and Markings

Thermoplastic stripes and markings shall be applied hot in conformance with the manufacturer's recommended instructions and the applicable requirements of Section 84-2 “Traffic Stripes and Pavement Markings” of the Caltrans Standard Specifications.

Use mechanical wire brushing to remove dirt, contaminants, and loose material from the pavement surface that is to receive the traffic stripes or markings.

Use abrasive blast cleaning to remove laitance and curing compound from the surface of new concrete pavement that is to receive the traffic stripes or markings.

Apply a traffic stripe or a marking to a dry surface during a period of favorable weather when the pavement surface is above 50 degrees F.

Apply extruded thermoplastic at a temperature from 400 to 425 degrees F, unless a different temperature is instructed by the manufacturer.

Apply glass beads to the surface of the molten thermoplastic at a rate of at least 8 lb/100 sq ft. Glass beads must be embedded in the coat or thermoplastic to a depth of 1/2 their diameters.

Apply extruded thermoplastic for a traffic stripe at a rate of at least 0.20 lb/ft of 4- inch wide solid stripe. The applied thermoplastic traffic stripe must be at least 0.06 inch thick. An applied thermoplastic pavement marking must be 0.10 to 0.15 inch thick.

Pavement Markers

Pavement markers shall be installed in conformance with the requirements of Section 81-3 “Pavement Markers” of the Caltrans Standard Specifications.

Remove undesirable material from the pavement surface. Clean the pavement surface by abrasive blast cleaning when directed by the Engineer.

Markers shall be installed accurately to the line established by the Engineer. No markers shall be installed until the surface and layout have been approved by the Engineer.

Painted Curb

Application shall consist of two separate coats of traffic paint of the appropriate color applied to the face and top of the curb.

Use mechanical wire brushing to remove dirt, contaminants, and loose material from the surface that is to receive the curb paint.

Use abrasive blast cleaning to remove laitance and curing compound from the surface of new concrete that is to receive the curb paint.

If painted red curb is removed and replaced with new curb, Contractor shall paint new curb in the same color and length as the removed curb. Contractor shall also paint red curb as shown to the color and length shown on the plans.

Cleanup

Upon completion of the installation of traffic stripes and markings, Contractor shall thoroughly clean the work site of all waste, rubbish and construction debris of any nature.

PART 4 - PAYMENT

Bid Item #26 – Remove Traffic Stripes, Markings and Markers

Remove Traffic Stripes, Markings and Markers shall be measured by lump sum, as determined on the percentage of work completed as determined by the Engineer at the time the progress payment is prepared and paid for in accordance with these special provisions.

The work associated with Remove Traffic Stripes, Markings and Markers shall include full compensation for furnishing all transportation, labor, materials, tools, equipment, and incidentals necessary to perform all work involved in Remove Traffic Stripes, Markings and Markers , including but not limited to: removal and disposal of traffic stripes, markings, and markers, sweeping and clean up, complete in place, as specified in this section, as described in the Contract Documents, and as directed by the Engineer.

Yellow stripes and markings that contains lead are considered hazardous waste and must be removed and disposed safely and legally per Section 7-1.02K(6)(j)(ii) “Lead Compliance Plan” of the Caltrans Standard Specifications.

Bid Item #27 – Thermoplastic Traffic Stripes

Thermoplastic Traffic Stripes shall be measured by linear foot, along the entire length of stripe, including gaps and markers, and regardless of the color or type of detail, and paid for in accordance with these special provisions.

The work associated with Thermoplastic Traffic Stripes shall include full compensation for furnishing all transportation, labor, materials, tools, equipment, and incidentals necessary to perform all work involved in Thermoplastic Traffic Stripes, including but not limited to: cat tracks, dribble lines, layout work, placement, removal and disposal of any conflicting striping and markings, repair of poor workmanship or damage, sweeping and clean up, complete in place, as specified in this section, as described in the Contract Documents, and as directed by the Engineer.

Traffic stripes consisting of two or more stripes, with or without reflective markers, is measured as one (1) traffic stripe and is included in the price of this bid item.

Bid Item #28 – Thermoplastic Traffic Markings

Thermoplastic Traffic Markings shall be measured by square foot of area installed, excluding gaps or spacing, and regardless of the color or type, and paid for in accordance with these special provisions.

The work associated with Thermoplastic Traffic Markings shall include full compensation for furnishing all transportation, labor, materials, tools, equipment, and incidentals necessary to perform all work involved in Thermoplastic Traffic Markings, including but not limited to: cat tracks, dribble lines, layout work, placement, removal and disposal of any conflicting striping and markings, repair of poor workmanship or damage, sweeping and clean up, complete in place, as specified in this section, as described in the Contract Documents, and as directed by the Engineer.

Bid Item #29 – Two-way Reflective Blue Marker

Two-way Reflective Blue Marker shall be measured by each, regardless of the type of marker, and paid for in accordance with these special provisions.

The work associated with Two-way Reflective Blue Marker shall include full compensation for furnishing all transportation, labor, materials, tools, equipment, and incidentals necessary to perform all work involved in Two-way Reflective Blue Marker, including but not limited to: surface and site preparation, locate existing fire hydrants, two-way reflective blue marker, repair of poor workmanship or damage, sweeping and clean up, complete in place, as specified in this section, as described in the Contract Documents, and as directed by the Engineer.

CITY OF CLAYTON

CLAYTON, CALIFORNIA

CONTRACT DOCUMENTS AND SPECIFICATIONS FOR

2026 NEIGHBORHOOD STREET REHABILITATION PROGRAM

TABLE OF CONTENTS

Page

00 11 16 – NOTICE INVITING BIDS 5
00 21 13 – INSTRUCTIONS TO BIDDERS 8
ARTICLE 1. SECURING DOCUMENTS 8
ARTICLE 2. EXAMINATION OF SITE AND CONTRACT DOCUMENTS 8
ARTICLE 3. INTERPRETATION OF DRAWINGS AND DOCUMENTS 8
ARTICLE 4. PRE-BID CONFERENCE 9
ARTICLE 5. ADDENDA 9
ARTICLE 6. ALTERNATE BIDS 9
ARTICLE 7. COMPLETION OF BID FORMS 9
ARTICLE 8. MODIFICATIONS OF BIDS 9
ARTICLE 9. SUBCONTRACTORS 10
ARTICLE 10. LICENSING REQUIREMENTS 10
ARTICLE 11. BID GUARANTEE (BOND) 10
ARTICLE 12. IRAN CONTRACTING ACT OF 2010 10
ARTICLE 13. NONCOLLUSION DECLARATION 11
ARTICLE 14. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION 11
ARTICLE 15. BIDDER INFORMATION AND EXPERIENCE FORM 11
ARTICLE 16. WORKERS' COMPENSATION CERTIFICATION 11
ARTICLE 17. SIGNING OF BIDS 12
ARTICLE 18. SUBMISSION OF SEALED BIDS 12
ARTICLE 19. OPENING OF BIDS 12
ARTICLE 20. WITHDRAWAL OF BID 13
ARTICLE 21. BIDDERS INTERESTED IN MORE THAN ONE BID 13
ARTICLE 22. SUBSTITUTION OF SECURITY 13
ARTICLE 23. PREVAILING WAGES 13
ARTICLE 24. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS 13
ARTICLE 25. INSURANCE REQUIREMENTS 14
ARTICLE 26. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS 14
ARTICLE 27. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES 14
ARTICLE 28. PERMIT AND INSPECTION FEE ALLOWANCE 14
ARTICLE 29. FILING OF BID PROTESTS 14
ARTICLE 30. BASIS OF AWARD; BALANCED BID 15

TABLE OF CONTENTS
(Continued)

Page

ARTICLE 31. AWARD PROCESS 15
ARTICLE 32. EXECUTION OF CONTRACT 15
ARTICLE 33. QUESTIONS 15
00 41 43 – BID FORMS 17
ARTICLE 1. INFORMATION ABOUT BIDDER 29
ARTICLE 2. LIST OF CURRENT PROJECTS (BACKLOG) 32
ARTICLE 3. LIST OF COMPLETED PROJECTS – LAST THREE YEARS 33
ARTICLE 4. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE 34
ARTICLE 5. VERIFICATION AND EXECUTION 35
00 52 13 – CONTRACT 40
00 61 13 – BOND FORMS 44
00 72 13 – GENERAL CONDITIONS 54
ARTICLE 1. DEFINED TERMS 54
ARTICLE 2. CONTRACT DOCUMENTS 58
ARTICLE 3. PRECONSTRUCTION AND CONSTRUCTION COMMUNICATION 58
ARTICLE 4. CONTRACT DOCUMENTS: COPIES & MAINTENANCE 59
ARTICLE 5. EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK 59
ARTICLE 6. MOBILIZATION 59
ARTICLE 7. EXISTENCE OF UTILITIES AT THE WORK SITE 60
ARTICLE 8. SOILS INVESTIGATIONS 61
ARTICLE 9. CONTRACTOR'S SUPERVISION 62
ARTICLE 10. WORKERS 62
ARTICLE 11. INDEPENDENT CONTRACTORS 62
ARTICLE 12. SUBCONTRACTS 62
ARTICLE 13. VERIFICATION OF EMPLOYMENT ELIGIBILITY 63
ARTICLE 14. REQUESTS FOR SUBSTITUTION 63
ARTICLE 15. SHOP DRAWINGS 64
ARTICLE 16. SUBMITTALS 65
ARTICLE 17. MATERIALS 65
ARTICLE 18. PERMITS AND LICENSES 66
ARTICLE 19. TRENCHES 66
ARTICLE 20. TRAFFIC CONTROL 67

TABLE OF CONTENTS
(Continued)

Page

ARTICLE 21. DIVERSION OF RECYCLABLE WASTE MATERIALS 68
ARTICLE 22. REMOVAL OF HAZARDOUS MATERIALS 68
ARTICLE 23. SANITARY FACILITIES 68
ARTICLE 24. AIR POLLUTION CONTROL 68
ARTICLE 25. LAYOUT AND FIELD ENGINEERING 69
ARTICLE 26. TESTS AND INSPECTIONS 69
ARTICLE 27. PROTECTION OF WORK AND PROPERTY 69
ARTICLE 28. CONTRACTOR'S MEANS AND METHODS 70
ARTICLE 29. AUTHORIZED REPRESENTATIVES 70
ARTICLE 30. HOURS OF WORK 70
ARTICLE 31. PAYROLL RECORDS; LABOR COMPLIANCE 71
ARTICLE 32. PREVAILING RATES OF WAGES 72
ARTICLE 33. PUBLIC WORKS CONTRACTOR REGISTRATION 73
ARTICLE 34. EMPLOYMENT OF APPRENTICES 73
ARTICLE 35. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY 74
ARTICLE 36. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS 74
ARTICLE 37. LABOR/EMPLOYMENT SAFETY 75
ARTICLE 38. INSURANCE 75
ARTICLE 39. FORM AND PROOF OF CARRIAGE OF INSURANCE 78
ARTICLE 40. TIME FOR COMPLETION AND LIQUIDATED DAMAGES 79
ARTICLE 41. COST BREAKDOWN AND PERIODIC ESTIMATES 80
ARTICLE 42. PROGRESS ESTIMATES AND PAYMENT 81
ARTICLE 43. SECURITIES FOR MONEY WITHHELD 82
ARTICLE 44. CHANGES AND EXTRA WORK. 82
ARTICLE 45. FINAL ACCEPTANCE AND PAYMENT 97
ARTICLE 46. OCCUPANCY 98
ARTICLE 47. INDEMNIFICATION 98
ARTICLE 48. PROCEDURE FOR RESOLVING DISPUTES 99
ARTICLE 49. CITY'S RIGHT TO TERMINATE CONTRACT 103
ARTICLE 50. WARRANTY AND GUARANTEE OF WORK 105
ARTICLE 51. DOCUMENT RETENTION & EXAMINATION 108
ARTICLE 52. SEPARATE CONTRACTS 108
ARTICLE 53. NOTICE AND SERVICE THEREOF 108
ARTICLE 54. NOTICE OF THIRD PARTY CLAIMS 109

TABLE OF CONTENTS
(Continued)

Page

ARTICLE 55. STATE LICENSE BOARD NOTICE 109
ARTICLE 56. INTEGRATION 109
ARTICLE 57. ASSIGNMENT OF CONTRACT 109
ARTICLE 58. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY 109
ARTICLE 59. ASSIGNMENT OF ANTITRUST ACTIONS 110
ARTICLE 60. PROHIBITED INTERESTS 110
ARTICLE 61. CONTROLLING LAW 110
ARTICLE 62. JURISDICTION; VENUE 110
ARTICLE 63. LAWS AND REGULATIONS 110
ARTICLE 64. PATENTS 110
ARTICLE 65. OWNERSHIP OF CONTRACT DOCUMENTS 111
ARTICLE 66. NOTICE OF TAXABLE POSSESSORY INTEREST 111
ARTICLE 67. SURVIVAL OF OBLIGATIONS 111
00 73 13 – SPECIAL CONDITIONS 112
01 00 00 – GENERAL REQUIREMENTS 117
EXHIBIT "A" CHANGE ORDER FORM 1

00 11 16 – NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the City of Clayton ("City") invites and will receive sealed Bids up to but not later than 1:00 p.m. on Monday, June 8, 2026 at the office of the Public Works Director, located at 6000 Heritage Trail, Clayton, California 94517, for the furnishing to City of all labor, equipment, materials, tools, services, transportation, permits, utilities, and all other items necessary for **2026 NEIGHBORHOOD STREET REHABILIATION PROGRAM** (the "Project"). At said time, Bids will be publicly opened and read aloud at City Hall, 6000 Heritage Trail, Clayton, CA 94517. Bids received after said time shall be returned unopened. Bids shall be valid for a period of 90 calendar days after the Bid opening date.

The work to be done consists of the curb ramp, curb & gutter, sidewalk, surface facility adjustment, slurry seal, digout, crack seal, hot mix asphalt mill and fill, paving mat, fiber reinforcement asphalt concrete, signing and striping, signal loop replacement and all other work necessary to construct the project complete and in satisfactory condition, all as shown on the Contract Documents and/or as specified herein.

Locations:

1. Eagle Peak Ave from Keller Ridge Drive to Oakhurst Drive
2. El Portal Drive from Regency Drive to City limit/El Pueblo Place
3. Herriman Drive from Mitchell Canyon Road to Tiffin Drive
4. Main Street from Oak Street to March Creek
5. Marsh Creek Road from El Molino Drive to Marsh Creek Road / Clayton Road
6. Mountaire Pkwy from Marsh Creek Road to Mountaire Circle
7. North Mitchell Canyon Road from Clayton Road to End

It is the responsibility of each prospective bidder to download and print all Bid Documents for review and to verify the completeness of Bid Documents before submitting a bid. Any Addenda will be posted on https://www.publicpurchase.com. It is the responsibility of each prospective bidder to check https://www.publicpurchase.com on a daily basis through the close of bids for any applicable addenda or updates. The City does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the Bid Documents. Information on https://www.publicpurchase.com may change without notice to prospective bidders. The Contract Documents shall supersede any information posted or transmitted by https://www.publicpurchase.com.

Each Bid shall be accompanied by cash, a certified or cashier's check, or Bid Bond secured from a surety company satisfactory to the City, the amount of which shall not be less than ten percent (10%) of the submitted Total Bid Price, made payable to City of Clayton as bid security. The bid security shall be provided as a guarantee that within five (5) working days after the City provides the successful bidder the Notice of Award, the successful Bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful Bidder fails to comply within said time. No interest will be paid on funds deposited with City.

A NON-MANDATORY Pre-Bid Conference is scheduled for 1:00 PM on Monday, June 1, 2026 at Clayton City Hall, 6000 Heritage Trail, Clayton, CA 94517, First Floor Conference Room to review the Project's existing conditions. Representatives of the City and consulting engineers, if any, will be present. Questions asked by Bidders at the Pre-Bid Conference not specifically addressed

within the Contract Documents shall be answered in writing, and shall be sent to all Bidders present at the Pre-Bid Conference.

The successful Bidder will be required to furnish a Faithful Performance Bond and a Labor and Material Payment Bond each in an amount equal to one hundred percent (100%) of the Contract Price. Each bond shall be in the forms set forth herein, shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120, and that is a California admitted surety insurer.

Pursuant to Section 22300 of the Public Contract Code of the State of California, the successful Bidder may substitute certain securities for funds withheld by City to ensure its performance under the contract.

Pursuant to Labor Code Section 1773, City has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in Contra Costa County from the Director of the Department of Industrial Relations for each craft, classification, or type of worker needed to execute this contract. A copy of these prevailing wage rates may be obtained via the internet at: www.dir.ca.gov/dlsr/

In addition, a copy of the prevailing rate of per diem wages is available at the City's Public Works Department and shall be made available to interested parties upon request. The successful bidder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory upon the Bidder to whom the Contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the Contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No Bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its Bid.

Unless otherwise provided in the Instructions for Bidders, each Bidder shall be a licensed contractor pursuant to sections 7000 et seq. of the Business and Professions Code in the following classification(s) throughout the time it submits its Bid and for the duration of the contract: **Class "A" General Engineering**.

Substitution requests shall be made within 35 calendar days after the award of the contract. Pursuant to Public Contract Code Section 3400(b), the City may make findings designating that certain additional materials, methods or services by specific brand or trade name other than those

listed in the Standard Specifications be used for the Project. Such findings, if any, as well as the materials, methods or services and their specific brand or trade names that must be used for the Project may be found in the Special Conditions.

City shall award the contract for the Project to the lowest responsive, responsible Bidder as determined by the City from the Base Bid. City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

For further information, contact Dennis Bozanich, Administrative Services Director at DennisB@Claytonca.gov or 925-673-7308.

END OF NOTICE INVITING BIDS

00 21 13 – INSTRUCTIONS TO BIDDERS

ARTICLE 1. SECURING DOCUMENTS

Bids must be submitted to the City on the Bid Forms which are a part of the Bid Package for the Project. Bid and Contract Documents may be obtained from https://www.publicpurchase.com in the Notice Inviting Bids. Any charge for the Contract Documents is stated in the Notice Inviting Bids.

The City may also make the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Please Note: Prospective Bidders who choose to review the Contract Documents at a plan room must contact the City to obtain the required Contract Documents if they decide to submit a bid for the Project.

Any Addenda will be posted on https://www.publicpurchase.com**.** Failure to acknowledge addenda may make a bid nonresponsive and not eligible for award of the contract.

ARTICLE 2. EXAMINATION OF SITE AND CONTRACT DOCUMENTS

At its own expense and prior to submitting its Bid, each Bidder shall visit the site of the proposed work and fully acquaint itself with the conditions relating to the construction and labor required so that the Bidder may fully understand the work, including but not limited to difficulties and restrictions attending the execution of the work under the contract. Each Bidder shall carefully examine the Drawings, and shall read the Specifications, Contract, and all other documents referenced herein. Each Bidder shall also determine the local conditions which may in any way affect the performance of the work, including local tax structure, contractors' licensing requirements, availability of required insurance, the prevailing wages and other relevant cost factors, shall familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work, and shall make such surveys and investigations, including investigations of subsurface or latent physical conditions at the site or where work is to be performed as may be required. Bidders are responsible for consulting the standards referenced in the Contract. The failure or omission of any Bidder to receive or examine any contract documents, forms, instruments, addenda, or other documents, or to visit the site and acquaint itself with conditions there existing shall in no way relieve any Bidder from any obligation with respect to its Bid or to the contract and no relief for error or omission will be given except as required under State law. The submission of a Bid shall be taken as conclusive evidence of compliance with this Article.

ARTICLE 3. INTERPRETATION OF DRAWINGS AND DOCUMENTS

Prospective Bidders unclear as to the true meaning of any part of the Drawings, Specifications or other proposed contract documents may submit to the Engineer of the City a written request for interpretation. The prospective Bidder submitting the request is responsible for prompt delivery. Interpretation of the Drawings, Specifications or other proposed contract documents will be made only by a written addendum duly issued and a copy of such addenda will be mailed or delivered to each prospective Bidder who has purchased a set of Drawings and Specifications. The City will not be responsible for any other explanation or interpretations of the proposed documents. If a Prospective Bidders becomes aware of any errors or omissions in any part of the Contract Documents, it is the obligation of the Prospective Bidder to promptly bring it to the attention of the City.

ARTICLE 4. PRE-BID CONFERENCE

A Non-Mandatory Pre-Bid Conference is scheduled to review the Project's existing conditions on Monday, June 1, 2026 at Clayton City Hall, 6000 Heritage Trail, Clayton, CA 94517, First Floor Conference Room. Representatives of the City and consulting engineers, if any, will be present. Questions asked by Bidders at the Pre-Bid Conference not specifically addressed within the Contract Documents shall be answered in writing, and shall be sent to all Bidders present at the Pre-Bid Conference**.**

ARTICLE 5. ADDENDA

The City reserves the right to revise the Contract Documents prior to the Bid opening date. Revisions, if any, shall be made by written Addenda. All Addenda issued by the City shall be included in the Bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the City issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of Bids, the City will extend the deadline for submission of Bids. The City may determine, in its sole discretion, whether an Addendum warrants postponement of the Bid submission date. Each prospective Bidder shall provide City a name, address, email address, and facsimile number to which Addenda may be sent, as well as a telephone number by which the City can contact the Bidder. Copies of Addenda will be furnished by email, facsimile, first class mail, express mail or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided such current information. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each Bidder should contact the Administrative Services Department to verify that it has received all Addenda issued, if any, prior to the Bid opening. The Bidder shall indicate the Addenda received prior to bidding in the space provided in the Bid Form. Failure to indicate all Addenda may be sufficient cause for rejecting the Bid.

ARTICLE 6. ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, the time required for completion of the alternate bid items has already been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The City may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work. Accordingly, each bidder must ensure that each bid item contains a proportionate share of profit, overhead, and other costs or expenses which will be incurred by the bidder.

ARTICLE 7. COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute Bid Forms other than clear and correct photocopies of those provided by the City will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting “N/A” where applicable), and initial all interlineations, alterations, or erasures to the Bid Forms. Deviations in the Bid Forms may result in the Bid being deemed non-responsive.

ARTICLE 8. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions

or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall not delete, modify, or supplement the printed matter on the Bid Forms, or make substitutions thereon. Oral, telephonic and electronic modifications will not be considered.

ARTICLE 9. SUBCONTRACTORS

Bidder shall set forth the name, address of the place of business, and contractor license number of each subcontractor who will perform work, labor, furnish materials or render services to the bidder on said contract and each subcontractor licensed by the State of California who, under subcontract to bidder, specially fabricates and installs a portion of the Work described in the Drawings and Specifications in an amount in excess of one half of one percent (0.5%) of the total bid price, and shall indicate the portion of the work to be done by such subcontractor in accordance with Public Contract Code Section 4104.

ARTICLE 10. LICENSING REQUIREMENTS

Pursuant to Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Business and Professions Code Section 7028.5, the City shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the City shall reject the Bid. The City shall have the right to request, and Bidders shall provide within ten (10) calendar days, evidence satisfactory to the City of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

Notwithstanding anything contained herein, if the Work involves federal funds, the Contractor shall be properly licensed by the time the Contract is awarded, pursuant to the provisions of Public Contract Code section 20103.5.

ARTICLE 11. BID GUARANTEE (BOND)

Each bid shall be accompanied by: (a) cash; (b) a certified or cashier's check made payable to City of Clayton; or (c) a Bid Bond secured from a surety company satisfactory to the City, the amount of which shall not be less than ten percent (10%) of the Total Bid Price, made payable to City of Clayton as bid security. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The bid security shall be provided as a guarantee that within ten (10) working days after the City provides the successful bidder the Notice of Award, the successful bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The bid security will be declared forfeited if the successful bidder fails to comply within said time, and City may enter into a contract with the next lowest responsive responsible bidder, or may call for new bids. No interest shall be paid on funds deposited with the City. City will return the security accompanying the bids of all unsuccessful bidders no later than 60 calendar days after award of the contract.

ARTICLE 12. IRAN CONTRACTING ACT OF 2010

In accordance with Public Contract Code Section 2200 *et seq*., the City requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the City with respect to goods or services of one million dollars ($1,000,000) or more, certify at the

time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

The form of such Iran Contracting Certificate is included with the bid package and must be signed and dated under penalty of perjury.

ARTICLE 13. NONCOLLUSION DECLARATION

Bidders on all public works contracts are required to submit a declaration of noncollusion with their bid. This form is included with the bid package and must be signed and dated under penalty of perjury.

ARTICLE 14. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors form.

ARTICLE 15. BIDDER INFORMATION AND EXPERIENCE FORM

Each Bidder shall complete the questionnaire provided herein and shall submit the questionnaire along with its Bid. Failure to provide all information requested within the questionnaire along with the Bid may cause the bid to be rejected as non-responsive. The City reserves the right to reject any Bid if an investigation of the information submitted does not satisfy the Engineer that the Bidder is qualified to properly carry out the terms of the contract.

ARTICLE 16. WORKERS' COMPENSATION CERTIFICATION

In accordance with the provisions of Labor Code Section 3700, Contractor shall secure the payment of compensation to its employees. Contractor shall sign and file with the City the following certificate prior to performing the work under this 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.

The form of such Workers' Compensation Certificate is included as part of this document.

ARTICLE 17. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

ARTICLE 18. SUBMISSION OF SEALED BIDS

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials, in a sealed envelope, addressed and delivered or mailed, postage prepaid, to the Engineering Department of the City before the time and day set for the receipt of bids. The envelope shall bear the title of the work and the name of the bidder. No oral or telephonic bids will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by the City as provided herein. Bids received after the time and day set for the receipt of bids shall be returned to the bidder unopened. The envelope shall also contain the following in the lower left-hand corner thereof:

Bid of _____(Bidder's Name)_____
for the 2026 NEIGHBORHOOD STREET REHABILIATION PROGRAM

Only where expressly permitted in the Notice Inviting Bids may bidders submit their bids via electronic transmission pursuant to Public Contract Code sections 1600 and 1601. Any acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. City may reject any bid not strictly complying with City's designated methods for delivery.

ARTICLE 19. OPENING OF BIDS

At the time and place set for the opening and reading of bids, or any time thereafter, each and every bid received prior to the time and day set for the receipt of bids will be publicly opened and read. The City will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the bidder. It is the bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the date(s) and time(s) indicated.

The public reading of each bid will include the following information:

A. The name and business location of the bidder.

B. The nature and amount of the bid security furnished by bidder.

C. The bid amount.

Bidders or their representatives and other interested persons may be present at the opening of the bids. The City may, in its sole discretion, elect to postpone the opening of the submitted Bids. The City reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid.

ARTICLE 20. WITHDRAWAL OF BID

Any bid may be withdrawn either personally or by written request, incurring no penalty, at any time prior to the scheduled closing time for receipt of bids. Requests to withdraw bids shall be worded so as not to reveal the amount of the original bid. Withdrawn bids may be resubmitted until the time and day set for the receipt of bids, provided that resubmitted bids are in conformance with the instructions herein.

Bids may be withdrawn after bid opening only by providing written notice to City within five (5) working days of the bid opening and in compliance with Public Contract Code Section 5100 *et seq*., or as otherwise may be allowed with the consent of the City.

ARTICLE 21. BIDDERS INTERESTED IN MORE THAN ONE BID

No Bidder shall be allowed to make, file or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders. No person, firm, corporation, or other entity may submit a sub-proposal to a Bidder, or quote prices of materials to a Bidder, when also submitting a prime Bid on the same Project.

ARTICLE 22. SUBSTITUTION OF SECURITY

The Contract Documents call for monthly progress payments based upon the percentage of the Work completed. The City will retain a percentage of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the City will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

ARTICLE 23. PREVAILING WAGES

The City has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are available at the Administrative Services Department of the City or may be obtained online at http://www.dir.ca.gov. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

ARTICLE 24. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code Sections 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a

subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

ARTICLE 25. INSURANCE REQUIREMENTS

Prior to commencing work, the successful bidder shall purchase and maintain insurance as set forth in the General Conditions.

ARTICLE 26. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

The successful bidder will be required to furnish a Labor and Material Payment Bond and a Faithful Performance Bond each in an amount equal to one hundred percent (100%) of the contract price. Each bond shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and is admitted by the State of California. Each bond shall be accompanied, upon the request of City, with all documents required by California Code of Civil Procedure Section 995.660 to the extent required by law. All bonding and insurance requirements shall be completed and submitted to City within ten (10) working days from the date the City provides the successful bidder with the Notice of Award.

ARTICLE 27. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the Work will be located, unless otherwise expressly provided by the Contract Documents.

ARTICLE 28. PERMIT AND INSPECTION FEE ALLOWANCE

Notwithstanding anything contained herein, the Bid Form contains an allowance for the Contractor's cost of acquiring traffic control permits and for construction inspection fees that may be charged to the Contractor by the Agency of Jurisdiction. The allowance is included within the Bid Form to eliminate the need by bidders to research or estimate the costs of traffic control permits and construction inspection fees prior to submitting a bid. The allowance is specifically intended to account for the costs of traffic control permits and construction inspection fees charged by the local Agency of Jurisdiction only. No other costs payable by Contractor to the Agency of Jurisdiction are included within the allowance.

ARTICLE 29. FILING OF BID PROTESTS

Bidders may file a "protest" of a Bid with the City Clerk. In order for a Bidder's protest to be considered valid, the protest must:

A. Be filed in writing within five (5) calendar days after the bid opening date;

B. Clearly identify the specific irregularity or accusation;

C. Clearly identify the specific City staff determination or recommendation being protested;

D. Specify in detail the grounds for protest and the facts supporting the protest; and

E. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, the City may reject the protest without further review.

If the protest is timely and complies with the above requirements, the City Clerk], or other designated City staff member, shall review the protest, any response from the challenged Bidder(s), and all other relevant information. The City Clerk will provide a written decision to the protestor.

The procedure and time limits set forth in this Article are mandatory and are the sole and exclusive remedy in the event of a Bid protest. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

ARTICLE 30. BASIS OF AWARD; BALANCED BID

The City shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. The lowest Bid will be determined on the basis of the Base Bid Price.

The City may reject any Bid which, in its opinion when compared to other Bids received or to the City's internal estimates, does not accurately reflect the cost to perform the Work. The City may reject as non-responsive any Bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

ARTICLE 31. AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the City may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment Bond; and (3) the required insurance certificates and endorsements. Once the City notifies the Bidder of the award, the Bidder will have ten (10) working days from the date of this notification to execute the Contract and supply the City with all of the required documents and certifications. Regardless of whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run twenty (20) working days from the date of the notification. Once the City receives all of the properly drafted and executed documents and certifications from the Bidder, the City shall issue a Notice to Proceed to that Bidder.

ARTICLE 32. EXECUTION OF CONTRACT

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The City may require appropriate evidence that the persons executing the Contract are duly empowered to do so. The Contract and bond forms to be executed by the successful Bidder are included within these Specifications and shall not be detached.

ARTICLE 33. QUESTIONS

Questions regarding this Notice Inviting Bids may be directed to Dennis Bozanich, Aministrative

Services Director at dennisB@claytonCA.gov or 925-673-7308. No other members of the City's staff or governing body should be contacted about this procurement during the bidding process. Any and all inquiries and comments regarding this Bid must be communicated in writing, unless otherwise instructed by the City. The City may, in its sole discretion, disqualify any Bidder who engages in any prohibited communications.

00 41 43 – BID FORMS

1.1 Bid.

Bids will be received at the City of Clayton, 6000 Heritage Trail, Clayton, California 94517, until 1:00 p.m. on Monday, June 8, 2026.

NAME OF BIDDER: _____

City of Clayton
6000 Heritage Trail
Clayton, California 94517

The undersigned hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any for the following Project:

2026 NEIGHBORHOOD STREET REHABILIATION PROGRAM

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project, as described and in strict conformity with the Drawings, and these Specifications for TOTAL BID PRICE indicated herein.

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

Addenda No. _____

1. Attached is the required Bid Guarantee in the amount of not less than 10% of the Total Bid Price.

2. Attached is the completed Designation of Subcontractors form.

3. Attached is the fully executed Noncollusion Declaration form.

4. Attached is the completed Iran Contracting Act Certification form.

5. Attached is the completed Public Works Contractor Registration Certification form.

6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.

7. Attached is the completed Bidder Information and Experience form.

A. BID SCHEDULE

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
1	Mobilization	LS	1		
2	Traffic Control	LS	1		
3	Water Pollution Control	LS	1		
4	Adjust Monument Box to Grade	EA	26		
5	Adjust Manhole to Grade (Sanitary Sewer)	EA	15		
6	Adjust Manhole to Grade (Storm Drain)	EA	3		
7	Adjust Valve Box to Grade (Gas, by other)	EA	3		
8	Adjust Valve Box to Grade (Water, by other)	EA	12		
9	Concrete Demolition	SF	7,350		
10	PCC Sidewalk & Curb Ramp	SF	5,392		
11	Detectable Warning Surface	SF	405		
12	PCC Curb & Gutter	LF	806		
13	PCC Valley Gutter	SF	282		
14	Reset Pull Box	EA	13		
15	Base Failure Repair (4" Digout)	SF	2,602		
16	Crack Seal (Type 2)	TN	4		
17	Slurry Seal (Type II)	SY	22,468		
18	Cold Planing (2" Thick)	SY	3,778		

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM COST
19	Cold Planing (3" Thick)	SY	23,089		
20	Cold Planing (5" Thick)	SY	3,133		
21	Type A Hot Mix Asphalt	TN	6,397		
22	Fiber Reinforced Asphat Concrete (Revocable)	TN	6,397		
23	Paving Mat (Revocable)	SY	15,322		
24	Sign Post	EA	2		
25	Roadside Sign	EA	10		
26	Remove Traffic Stripes, Markings and Markers	LS	1		
27	Thermoplastic Traffic Stripes	LF	26,680		
28	Thermoplastic Traffic Markings	SF	3,843		
29	Two-Way Reflective FH Blue Marker	EA	13		

The costs for any Work shown or required in the Contract Documents, but not specifically identified as a line item are to be included in the related line items and no additional compensation shall be due to Contractor for the performance of the Work.

In case of discrepancy between the Unit Price and the Item Cost set forth for a unit basis item, the unit price shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the “Item Cost” column, then the amount set forth in the “Item Cost” column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

For purposes of evaluating Bids, the City will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the City makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the Unit Price.

B. TOTAL BID PRICE:

TOTAL BID PRICE BASED ON BID SCHEDULE TOTAL OF UNIT PRICES
FOR **2026 NEIGHBORHOOD STREET REHABILIATION PROGRAM**

$_____
Total Bid Price in Numbers

$_____
Total Bid Price in Written Form

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned agrees that this Bid Form constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the Bid opening, or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.

[USE NEXT PARAGRAPH AND SCHEDULE IF ALTERNATES ARE USED - DELETE OTHERWISE**]**

If the Contract Documents specify Alternate Bid items, the following Alternate Bid amounts shall be added to or deducted from the Total Bid Price entered above (please check the appropriate box), in the City's sole discretion. The City can choose to include any, all, or none of the Alternate Bid items in the Work. If the City selects any of the Alternate Bid items, the corresponding Alternate Bid prices shall be added to or deducted from Base Bid Price for the Work. The City can award/select Alternate Bid items at any time(s).

ALTERNATE BIDS	BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
ALTERNATE #1 ☐ Add ☐ Deduct		
ALTERNATE #2 ☐ Add ☐ Deduct		
ALTERNATE #3 ☐ Add ☐ Deduct		
ALTERNATE #4 ☐ Add ☐ Deduct		
ALTERNATE #5 ☐ Add ☐ Deduct		
ALTERNATE #6		

☐ Add ☐ Deduct		

The successful bidder hereby agrees to sign the contract and furnish the necessary bonds and certificates of insurance within ten (10) working days after the City provides the successful bidder with the Notice of Award.

Upon receipt of the signed contract and other required documents, the contract will be executed by the City, after which the City will prepare a letter giving Contractor Notice to Proceed. The official starting date shall be the date of the Notice to Proceed, unless otherwise specified. The undersigned agrees to begin the Work within ten (10) working days of the date of the Notice to Proceed, unless otherwise specified.

The undersigned has examined the location of the proposed work and is familiar with the Drawings and Specifications and the local conditions at the place where work is to be done.

If awarded the contract, the undersigned agrees that there shall be paid by the undersigned and by all subcontractors to all laborers, workers and mechanics employed in the execution of such contract no less than the prevailing wage rate within Contra Costa County for each craft, classification, or type of worker needed to complete the Work contemplated by this contract as established by the Director of the Department of Industrial Relations. A copy of the prevailing rate of per diem wages are on file at the City's Administration Office and shall be made available to interested parties upon request.

Enclosed find cash, bidder's bond, or cashier's or certified check No. _____ from the _____ Bank in the amount of _____, which is not less than ten percent (10%) of this bid, payable to City of Clayton as bid security and which is given as a guarantee that the undersigned will enter into a contract and provide the necessary bonds and certificates of insurance if awarded the Work.

The bidder furthermore agrees that in case of bidder's default in executing said contract and furnishing required bonds and certificates of insurance, the cash, bidder's bond, or cashier's or certified check accompanying this proposal and the money payable thereon shall become and shall remain the property of the City of Clayton.

Bidder is an individual _____, or corporation _____, or partnership _____, organized under the laws of the State of _____.

Bidder confirms license(s) required by California State Contractor's License Law for the performance of the subject project are in full effect and proper order. The following are the Bidder's applicable license number(s), with their expiration date(s) and class of license(s):

_____

_____

_____

If the Bidder is a joint venture, <u>each</u> member of the joint venture must include the required licensing information.

Sureties that will furnish the Faithful Performance Bond and the Labor and Material Payment Bond, in the form specified herein, in an amount equal to one hundred percent (100%) of the

contract price within ten (10) working days from the date the City provides the successful bidder the Notice of Award. Sureties must meet all of the State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and must be authorized by the State of California.

The insurance company or companies to provide the insurance required in the contract documents must have a Financial Strength Rating of not less than "A-" and a Financial Size Category of not less than "Class VII" according to the latest Best Key Rating Guide. At the sole discretion of the City, the City may waive the Financial Strength Rating and the Financial Size Category classifications for Workers' Compensation insurance.

(signatures continued on next page)

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Executed at _____, on this ____ day of _____, _____.

(Bidders Name – Print or Type)

_____
(Name and Title)

(Corporate Seal)

_____
(Signature)

Names of individual members of firm or names and titles of all officers of corporation and their addresses are listed below:

Name_____ Title_____

Complete Address_____

Phone_____ FAX_____

Name_____ Title_____

Complete Address_____

Phone_____ FAX_____

Name_____ Title_____

Complete Address_____

Phone_____ FAX_____

Name_____ Title_____

Complete Address_____

Phone_____ FAX_____

1.2 Bid Bond

[Note: Not required when other form of Bidder's Security, e.g. cash, certified check or cashier's check, accompanies bid.]

The makers of this bond are, _____, as Principal, and _____, as Surety and are held and firmly bound unto the City of Clayton, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 20 ____, for **2026 NEIGHBORHOOD STREET REHABILIATION PROGRAM.**

If the Principal does not withdraw its Bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

By their signatures hereunder, Surety and Principal hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporation.

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

_____
Surety

(Corporate Seal)

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title_____

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory
Name(s) of Signer(s)

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF BID BOND

1.3 List of Subcontractors

In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the Public Contract Code of the State of California and any amendments thereof, Bidder shall set forth below: (a) the name and the location of the place of business, (b) the California contractor license number, (c) the DIR public works contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under this Contract in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or $10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If a Bidder fails to specify a subcontractor or if a contractor specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of Work

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number	% of Work

(Attach additional sheets if necessary)

Name of Bidder_____

Signature_____

Name and Title_____

Dated_____

1.4 Bidder Information and Experience Form

ARTICLE 1. INFORMATION ABOUT BIDDER

(Indicate not applicable ("N/A") where appropriate.)

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: _____

2.0 Type, if Entity: _____

3.0 Bidder Address: _____

_____

_____

Facsimile Number Telephone Number

_____

Email Address

4.0 How many years has Bidder's organization been in business as a Contractor? _____

5.0 How many years has Bidder's organization been in business under its present name? _____

5.1 Under what other or former names has Bidder's organization operated?_____

6.0 If Bidder's organization is a corporation, answer the following:

6.1 Date of Incorporation: _____

6.2 State of Incorporation: _____

6.3 President's Name: _____

6.4 Vice-President's Name(s): _____

_____

6.5 Secretary's Name: _____

6.6 Treasurer's Name: _____

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: _____

7.2 Name and address of all partners (state whether general or limited partnership):

_____

_____

_____

8.0 If other than a corporation or partnership, describe organization and name principals:

_____

_____

9.0 List other states in which Bidder's organization is legally qualified to do business.

_____

_____

_____

10.0 What type of work does the Bidder normally perform with its own forces?

_____

_____

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

_____

_____

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

_____

_____

13.0 List Trade References:

_____

_____

_____

_____

14.0 List Bank References (Bank and Branch Address):

_____

_____

_____

_____

15.0 Name of Bonding Company and Name and Address of Agent:

_____

_____

_____

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

ARTICLE 2. LIST OF CURRENT PROJECTS (BACKLOG)

[**Duplicate Page if needed for listing additional current projects.**]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work

ARTICLE 3. LIST OF COMPLETED PROJECTS – LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work

ARTICLE 4. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

_____

_____

_____

2. Summarize each person's specialized education:

_____

_____

_____

3. List each person's years of construction experience relevant to the project:

_____

_____

_____

4. Summarize such experience:

_____

_____

_____

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

Changes Occuring Since Prequalification

If any substantive changes have occurred since Bidder submitted its prequalification package for this Project, Bidder shall list them below. If none are listed, Bidder certifies that no substantive changes have occurred.

_____

_____

_____

_____

_____

_____

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

_____
_____
_____
_____
_____
_____

ARTICLE 5. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder_____

Signature_____

Name_____

Title_____

Date_____

1.5 Non-Collusion Declaration

The undersigned declares:

I am the _____ of _____, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Name of Bidder_____

Signature_____

Name_____

Title_____

1.6 Iran Contracting Act Certification.
(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq*.) is true and correct:

☐ The Contractor is not:

(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(2) a financial instruction that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

Signature:_____

Printed Name:_____

Title:_____

Firm Name:_____

Date:_____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

1.7 Public Works Contractor Registration Certification

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Bidder:_____

DIR Registration Number:_____

DIR Registration Expiration:_____

Small Project Exemption: _____ Yes or _____ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder_____

Signature_____

Name and Title_____

Dated_____

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

1.8 Contractor's Certificate Regarding Workers' Compensation.

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.

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

00 52 13 – CONTRACT

This CONTRACT, No. _____ is made and entered into this ____ day of _____, _____, by and between City of Clayton, sometimes hereinafter called "City," and _____, sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

a. **SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Section (e), below, for the following Project:

2026 NEIGHBORHOOD STREET REHABILIATION PROGRAM

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

b. **TIME FOR COMPLETION.** Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **Ninety (90)** working days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

c. **CONTRACT PRICE.** The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of _____ Dollars ($_____). Payment shall be made as set forth in the General Conditions.

d. **LIQUIDATED DAMAGES.** In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum set forth in Section 00 73 13, Article 1.11 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

e. **COMPONENT PARTS OF THE CONTRACT.** The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Form
Bid Bond
Designation of Subcontractors
Information Required of Bidders

Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Special Conditions
Technical Specifications
Addenda
Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

f. **PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

g. **INDEMNIFICATION.** Contractor shall provide indemnification and defense as set forth in the General Conditions.

h. **PREVAILING WAGES.** Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Administrative Office or may be obtained online at http://www.dir.ca.gov and which must be posted at the job site.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF CLAYTON

By: _____
[INSERT NAME]
[INSERT TITLE]

[INSERT NAME OF CONTRACTOR]

By: _____

Its: _____

Printed Name: _____

ATTEST:

By: _____
City Clerk

(CONTRACTOR'S SIGNATURE MUST BE NOTARIZED AND CORPORATE SEAL AFFIXED, IF APPLICABLE)

END OF CONTRACT

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

00 61 13 – BOND FORMS

1.1 Performance Bond.

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Clayton, (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for **Contract No.**_____, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its 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 agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, 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 therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

iii. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way 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 Contract Documents or to the Project.

By their signatures hereunder, Surety and Contractor hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is $_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____
_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

END OF PERFORMANCE BOND

1.2 Payment Bond (Labor and Materials).

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Clayton (hereinafter designated as the "City"), by action taken or a resolution passed _____ , 20____, has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: **Contract No.**_____ (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any

fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

By their signatures hereunder, Surety and Principal hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

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

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title_____

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF PAYMENT BOND

00 72 13 – GENERAL CONDITIONS

ARTICLE 1. DEFINED TERMS

Whenever used in the Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined below, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

A. Act of God – An earthquake of magnitude of 3.5 or higher on the Richter scale or a tidal wave.

B. Addenda -- Written or graphic instruments issued prior to the submission of Bids which clarify, correct, or change the Contract Documents.

C. Additional Work -- New or unforeseen work will be classified as "Additional Work" when the City's Representative determines that it is not covered by the Contract.

D. Applicable Laws -- The laws, statutes, ordinances, rules, codes, regulations, permits, and licenses of any kind, issued by local, state or federal governmental authorities or private authorities with jurisdiction (including utilities), to the extent they apply to the Work.

E. Bid -- The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices and other terms for the Work to be performed.

F. Bidder -- The individual or entity who submits a Bid directly to the City.

G. Change Order ("CO") -- A document that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Contract, in accordance with the Contract Documents and in the form contained in the Contract Documents.

H. Change Order Request ("COR") -- A request made by the Contractor for an adjustment in the Contract Price and/or Contract Times as the result of a Contractor-claimed change to the Work. This term may also be referred to as a Change Order Proposal ("COP"), or Request for Change ("RFC").

I. City -- The City of Clayton.

J. City's Representative -- The individual or entity as identified in the Special Conditions to act as the City's Representative.

K. Claim -- A demand or assertion by the City or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

L. Contract -- The entire integrated written agreement between the City and Contractor concerning the Work. "Contract" may be used interchangeably with "Agreement" in the

Contract Documents. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral, and includes all Contract Documents.

M. Contract Documents -- The documents listed in Section 00 52 13, Article 5. Some documents provided by the City to the Bidders and Contractor, including but not limited to reports and drawings of subsurface and physical conditions are not Contract Documents.

N. Contract Price -- Amount to be paid by the City to the Contractor as full compensation for the performance of the Contract and completion of the Work, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs.

O. Contract Times -- The number of days or the dates stated in the Contract Documents to: achieve defined Milestones, if any; and to complete the Work so that it is ready for final payment.

P. Contractor -- The individual or entity with which the City has contracted for performance of the Work.

Q. Contractor's Designated On-Site Representative -- The Contractor's Designated On-Site Representative will be as identified in Section 00 72 13, Article 3 and shall not be changed without prior written consent of the City.

R. Daily Rate -- The Daily Rate stipulated in the Contract Documents as full compensation to the Contractor due to the City's unreasonable delay to the Project that was not contemplated by the parties.

S. Day -- A calendar day of 24 hours measured from midnight to the next midnight.

T. Defective Work -- Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referenced in the Contract Documents.

U. Demobilization -- The complete dismantling and removal by the Contractor of all of the Contractor's temporary facilities, equipment, and personnel at the Site.

V. Drawings -- That part of the Contract Documents prepared by of the Engineer of Record which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

W. Effective Date of the Contract -- The date indicated in the Contract on which it becomes effective, but if no such date is indicated, it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.

X. Engineer, whenever not qualified, shall mean the [**INSERT TITLE**] of the City, acting either directly or through properly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them. On all questions concerning the acceptance of materials, machinery, the classifications of material, the

execution of work, conflicting interest of the contractors performing related work and the determination of costs, the decision of the Engineer, duly authorized by the City, shall be binding and final upon both parties.

Y. Engineer of Record -- The individual, partnership, corporation, joint venture, or other legal entity named as such in Section 00 73 13, Article 1.1. or any succeeding entity designated by the City.

Z. Green Book -- The current edition of the Standard Specifications for Public Works Construction.

AA. Hazardous Waste -- The term "Hazardous Waste" shall have the meaning provided in Section 104 of the Solid Waste Disposal Act (42 U.S.C. § 6903) as amended from time to time or, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a class I, class II, or class III disposal site in accordance with provisions of existing law, whichever is more restrictive.

BB. Holiday – The Holidays occur on:

New Year's Day - January 1
President's Day – Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Veteran's Day - November 11
Thanksgiving Day - Fourth Thursday in November
Friday after Thanksgiving
Christmas Eve – December 24
Christmas Day - December 25
Day After Christmas – December 26
New Year's Eve – December 31

If any Holiday listed above falls on a Saturday, Saturday and the preceding Friday are both Holidays. If the Holiday should fall on a Sunday, Sunday and the following Monday are both Holidays.

CC. Notice of Award -- The written notice by the City to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, the City will sign and deliver the Contract.

DD. Notice of Completion -- The form which may be executed by the City and recorded by the county where the Project is located constituting final acceptance of the Project.

EE. Notice to Proceed -- A written notice given by the City to Contractor fixing the date on which the Contractor may proceed with the Work and when Contract Times will commence to run.

FF. Project -- The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

GG. Recyclable Waste Materials -- Materials removed from the Site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.

HH. Schedule of Submittals -- A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to facilitate scheduled performance of related construction activities.

II. Shop Drawings -- All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

JJ. Specifications -- That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

KK. Stop Payment Notice -- A written notice as defined in Civil Code section 8044.

LL. Subcontractor -- An individual or entity other than a Contractor having a contract with any other entity than the City for performance of any portion of the Work at the Site.

MM. Submittal -- Written and graphic information and physical samples prepared and supplied by the Contractor demonstrating various portions of the Work.

NN. Successful Bidder -- The Bidder submitting a responsive Bid to whom the City makes an award.

OO. Supplier -- A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment used in the performance of the Work or to be incorporated in the Work.

PP. Underground Facilities -- All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

QQ. Unit Price Work -- Work to be paid for on the basis of unit prices as provided by the Contractor in its bid or as adjusted in accordance with the Contract Documents.

RR. Warranty -- A written guarantee provided to the City by the Contractor that the Work will remain free of defects and suitable for its intended use for the period required by the Contract Documents or the longest period permitted by the law of this State, whichever is longer.

SS. Work -- The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce

such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 2. CONTRACT DOCUMENTS

A. **Contract Documents.** The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.

B. **Interpretations.** The Contract Documents are intended to be fully cooperative and complementary. If the Contractor observes that any documents are in conflict, the Contractor shall promptly notify the Engineer in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:

1. Change Orders
2. Addenda
3. Special Conditions
4. Technical Specifications
5. Plans (Contract Drawings)
6. Contract
7. General Conditions
8. Instructions to Bidders
9. Notice Inviting Bids
10. Contractor's Bid Forms
11. Standard Specifications for Public Works Construction (Sections 1-9 Excluded)
12. Applicable Local Agency Standards and Specifications
13. Standard Drawings
14. Reference Documents

With reference to the Drawings, the order of precedence shall be as follows:

1. Figures govern over scaled dimensions
2. Detail drawings govern over general drawings
3. Addenda or Change Order drawings govern over Contract Drawings
4. Contract Drawings govern over Standard Drawings
5. Contract Drawings govern over Shop Drawings

C. **Conflicts in Contract Documents.** Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard, higher quality, and most expensive shall always apply.

D. **Organization of Contract Documents.** Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing Project Work among subcontractors or in establishing the extent of Work to be performed by any trade.

ARTICLE 3. PRECONSTRUCTION AND CONSTRUCTION COMMUNICATION

Before any Work at the site is started, a conference attended by the City, Contractor, City's Representative, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to herein, procedures for

handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

At this conference the City and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

ARTICLE 4. CONTRACT DOCUMENTS: COPIES & MAINTENANCE

Contractor will be furnished, free of charge, **five (5)** copies of the Contract Documents. Additional copies may be obtained at cost of reproduction.

Contractor shall maintain a clean, undamaged set of Contract Documents, including submittals, at the Project site.

ARTICLE 5. EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK

A. **Examination of Contract Documents.** Before commencing any portion of the Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site, and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Engineer of any potential error, inconsistency, ambiguity, conflict, or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.

B. **Additional Instructions.** After notification of any error, inconsistency, ambiguity, conflict, or lack of detail or explanation, the Engineer will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.

C. **Quality of Parts, Construction and Finish.** All parts of the Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish.

D. **Contractor's Variation from Contract Document Requirements.** If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the Engineer may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

ARTICLE 6. MOBILIZATION

A. When a bid item is included in the Bid Form for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate ("Initial Mobilization"). When no bid item is

provided for “Initial Mobilization,” payment for such costs will be deemed to be included in the other items of the Work.

B. Payment for Initial Mobilization based on the lump sum provided in the Bid Form, which shall constitute full compensation for all such Work. No payment for Initial Mobilization will be made until all of the listed items have been completed to the satisfaction of the Engineer. The scope of the Work included under Initial Mobilization shall include, but shall not be limited to, the following principal items:

1. Obtaining and paying for all bonds, insurance, and permits.

2. Moving on to the Project site of all Contractor’s plant and equipment required for the first month’s operations.

3. Installing temporary construction power, wiring, and lighting facilities, as applicable.

4. Establishing fire protection system, as applicable.

5. Developing and installing a construction water supply, if applicable.

6. Providing and maintaining the field office trailers for the Contractor, if necessary, and the Engineer (if specified), complete, with all specified furnishings and utility services.

7. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.

8. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer’s specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.

9. Arranging for and erection of Contractor’s work and storage yard.

10. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.

11. Full-time presence of Contractor’s superintendent at the job site as required herein.

12. Submittal of Construction Schedule as required by the Contract Documents.

ARTICLE 7. EXISTENCE OF UTILITIES AT THE WORK SITE

A. The City has endeavored to determine the existence of utilities at the Project site from the records of the owners of known utilities in the vicinity of the Project. The positions of these utilities as derived from such records are shown on the Plans.

B. Unless indicated otherwise on the Plans and Specifications, no excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the Plans. Water service connections may be shown on the Plans showing general locations of such connections. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities. The Contractor shall immediately notify the City in writing of any utility discovered in a different position than shown on the Plans or which is not shown on the Plans.

C. If applicable, all water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor. Locations of existing utilities shown on the Plans are approximate and may not be complete. The Contractor shall be responsible for coordinating its Work with all utility companies during the construction of the Work.

D. Notwithstanding the above, pursuant to section 4215 of the Government Code, the City has the responsibility to identify, with reasonable accuracy, main or trunkline facilities on the plans and specifications. In the event that main or trunkline utility facilities are not identified with reasonable accuracy in the plans and specifications made a part of the invitation for Bids, the City shall assume the responsibility for their timely removal, relocation, or protection.

E. Contractor, except in an emergency, shall contact the appropriate regional notification center, **California Underground Service Alert** at 811 or 1-800-227-2600 or on-line at www.digalert.org at least two working days prior to commencing any excavation if the excavation will be performed in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the City, and obtain an inquiry identification number from that notification center. No excavation shall be commenced or carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the City has been given the identification number by the Contractor.

ARTICLE 8. SOILS INVESTIGATIONS

A. Reports and Drawings. The Special Conditions identify:

1. those reports known to the City of explorations and tests of subsurface conditions at or contiguous to the site; and

2. those drawings known to the City of physical conditions relating to existing surface or subsurface structures at the site (except Underground Facilities).

B. Limited Reliance by Contractor on Technical Data Authorized. Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, which were expressly not created or obtained to evaluate or assist in the evaluation of constructability, and are not Contract Documents. Contractor shall make its own interpretation of the "technical data" and shall be solely responsible for any such

interpretations. Except for reliance on the accuracy of such "technical data," Contractor may not rely upon or make any claim against the City, City's Representative, or Engineer of Record, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including without limitation any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, conclusions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

ARTICLE 9. CONTRACTOR'S SUPERVISION

Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent acceptable to the City. Superintendent must be able to proficiently speak, read and write in English and shall have the authority to make decisions on behalf of the Contractor. Contractor shall continuously provide efficient supervision of the Project.

ARTICLE 10. WORKERS

A. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.

B. Any person in the employ of the Contractor whom the City may deem incompetent or unfit shall be dismissed from the Work and shall not be employed on this Project.

ARTICLE 11. INDEPENDENT CONTRACTORS

Contractor shall be an independent contractor for the City and not an employee. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, or agents of City and are not entitled to benefits of any kind normally provided employees of City, including but not limited to, state unemployment compensation or workers' compensation. Contractor assumes full responsibility for the acts and omissions of its employees or agents related to the Work.

ARTICLE 12. SUBCONTRACTS

A. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of the Work. Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the City.

B. The City reserves the right to accept all subcontractors. The City's acceptance of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.

C. Prior to substituting any subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

ARTICLE 13. VERIFICATION OF EMPLOYMENT ELIGIBILITY

By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors, sub-subcontractors and consultants to comply with the same. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor and that any of the following shall be grounds for the City to terminate the Contract for cause: (1) failure of the Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in this Article; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

ARTICLE 14. REQUESTS FOR SUBSTITUTION

A. For the purposes of this provision, the term "substitution" shall mean the substitution of any material, method or service substantially equal to or better in every respect to that indicated in the Standard Specifications or otherwise referenced herein.

B. Pursuant to Public Contract Code section 3400(b), the City may make a finding that is described in the Notice Inviting Bids that designates certain products, things, or services by specific brand or trade name.

C. Unless specifically designated in the Special Conditions, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, process, or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer for substitution any material, process, or article which may be substantially equal to or better in every respect to that so indicated or specified in the Contract Documents. However, the City has adopted uniform standards for certain materials, processes, and articles.

D. The Contractor shall submit substitution requests, together with substantiating data, for substitution of any "or equal" material, process, or article no later than thirty-five (35) calendar days after award of Contract. Provisions regarding submission of substitution requests shall not in any way authorize an extension of time for the performance of this Contract. If a substitution request is rejected by the City, the Contractor shall provide the material, method or service specified herein. The City shall not be responsible for any costs incurred by the Contractor associated with substitution requests. The burden of proof as to the equality of any material, process,

or article shall rest with the Contractor. The Engineer has the complete and sole discretion to determine if a material, process, or article is substantially equal to or better than that specified and to approve or reject all substitution requests.

E. Substantiating data as described above shall include, at a minimum, the following information:

1. A signed affidavit from the Contractor stating that the material, process, or article proposed as a substitution is substantially equal to or better than that specified in every way except as may be listed on the affidavit.

2. Illustrations, specifications, catalog cut sheets, and any other relevant data required to prove that the material, process, or article is substantially equal to or better than that specified.

3. A statement of the cost implications of the substitution being requested, indicating whether and why the proposed substitution will reduce or increase the amount of the contract.

4. Information detailing the durability and lifecycle costs of the proposed substitution.

F. Failure to submit all the required substantiating data detailed above in a timely manner so that the substitution request can be adequately reviewed may result in rejection of the substitution request. The Engineer is not obligated to review multiple submittals related the same substitution request resulting from the Contractor's failure to initially submit a complete package.

G. Time limitations within this Article shall be strictly complied with and in no case will an extension of time for completion of the contract be granted because of Contractor's failure to provide substitution requests at the time and in the manner described herein.

H. The Contractor shall bear the costs of all City work associated with the review of substitution requests.

I. If substitution requests approved by the Engineer require that Contractor furnish materials, methods or services more expensive than that specified, the increased costs shall be borne by Contractor.

ARTICLE 15. SHOP DRAWINGS

A. Contractor shall check and verify all field measurements and shall submit with such promptness as to provide adequate time for review and cause no delay in its own Work or in that of any other contractor, subcontractor, or worker on the Project, six (6) copies of all shop drawings, calculations, schedules, and materials list, and all other provisions required by the Contract Documents. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Engineer. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the transmittal letter of the submittal.

B. Contractor shall make any corrections required by the Engineer, and file with the Engineer six (6) corrected copies each, and furnish such other copies as may be needed for completion of the Work. Engineer's acceptance of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called Engineer's attention to such deviations at time of submission and has secured the Engineer's written acceptance. Engineer's acceptance of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

ARTICLE 16. SUBMITTALS

A. Contractor shall furnish to the Engineer for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the Contract Documents. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.

B. Contractor will provide samples and submittals, together with catalogs and supporting data required by the Engineer, to the Engineer within a reasonable time period to provide for adequate review and avoid delays in the Work.

C. These requirements shall not authorize any extension of time for performance of this Contract. Engineer will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

ARTICLE 17. MATERIALS

A. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.

B. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.

C. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work.

D. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all work to deliver the Project, to the City free from any claims, liens, or charges.

E. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the City or any independent contractor.

F. Contractor shall verify all measurements, dimensions, elevations, and quantities before ordering any materials or performing any Work, and the City shall not be liable for Contractor's failure to so. No additional compensation, over and above payment for the actual quantities at the prices set out in the Bid Form, will be allowed because of differences between actual measurements, dimension, elevations and quantities and those indicated on the Plans and in the Specifications. Any difference therein shall be submitted to the Engineer for consideration before proceeding with the Work.

ARTICLE 18. PERMITS AND LICENSES

A. City will apply and pay for the review of necessary encroachment permits for Work within the public rights-of-way. Contractor shall obtain all other necessary permits and licenses for the construction of the Project, including encroachment permits, and shall pay all fees required by law and shall comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of public health and safety. Before acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the City.

B. The Bid Form contains an allowance for the Contractor's cost of acquiring traffic control permits and for construction inspection fees that may be charged to the Contractor by the Agency of Jurisdiction. The allowance is included within the Bid Form to eliminate the need by bidders to research or estimate the costs of traffic control permits and construction inspection fees prior to submitting a bid. The allowance is specifically intended to account for the costs of traffic control permits and construction inspection fees charged by the local Agency of Jurisdiction only. No other costs payable by Contractor to the Agency of Jurisdiction are included within the allowance. Payment by City to Contractor under the Permit and Inspection Allowance Bid Item shall be made based on actual cost receipts only and in accordance with the provisions of these specifications.

ARTICLE 19. TRENCHES

A. **Trenches Five Feet or More in Depth.** Contractor shall submit to the Engineer at the preconstruction meeting, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from hazards of caving ground during the excavation of any trench or trenches five feet or more in depth. If such plan varies from shoring system standards established by the Construction Safety Orders of the California Code of Regulations, Department of Industrial Relations, the plan shall be prepared by a California registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations. The Contractor shall designate in writing the "competent person" as defined in Title 8, California Code of Regulations, who shall be present at the Work Site each day that trenching/excavation is in progress. The "competent person" shall prepare and provide daily trenching/excavation inspection reports to the Engineer. Contractor shall also submit a copy of its annual California Occupational Safety and Health Administration (Cal/OSHA) trench/excavation permit.

B. **Excavations Deeper than Four Feet.** If the Work involves excavating trenches or other excavations that extend deeper than four feet below the surface, Contractor shall

promptly, and before the excavation is further disturbed, notify the City in writing of any of the following conditions:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those indicated.

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract

The City shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a change order under the procedures described in the Contract Documents.

In the event that a dispute arises between the City and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

ARTICLE 20. TRAFFIC CONTROL

A. Traffic control plan(s) for the Work may be required by the Agency(s) of Jurisdiction. Traffic control plans, if required, shall be prepared at Contractor's expense, and traffic control shall be performed at Contractor's expense in accordance with the requirements of the Agency(s) of Jurisdiction. The Permit and Inspection Allowance included within the Bid Form includes the cost of required traffic control permit(s) and construction inspection by the Agency(s) of Jurisdiction only. The Permit and Inspection Allowance does not include costs for preparation of any required traffic control plans, implementation of any traffic control requirements or for any traffic signal services that may be required. Costs for traffic control plans, implementation of traffic control, or traffic signal services required by the Agency(s) of Jurisdiction shall be included in the Contractor's Bid.

B. All warning signs and safety devices used by the Contractor to perform the Work shall conform to the requirements contained in the State of California, Department of Transportation's current edition of "Manual of Traffic Controls for Construction and Maintenance Work Zones" or to the requirements of the local agency. The Contractor shall also be responsible for all traffic control required by the agency having jurisdiction over the project on the intersecting streets. Contractor must submit a traffic control plan to the agency having jurisdiction over the project for approval prior to starting work.

C. The Contractor's representative on the site responsible for traffic control shall produce evidence that he/she has completed training acceptable to the California Department of Transportation for safety through construction zones. All of the streets in which the Work will occur shall remain open to traffic and one lane of traffic maintained at all times unless otherwise directed by the agency of jurisdiction. Businesses and residences adjacent to the Work shall be notified forty-eight (48) hours in advance of closing of driveways. The Contractor shall make every effort to minimize the amount of public parking temporarily eliminated due to construction in areas fronting businesses. No stockpiles of pipe or other material will be allowed in traveled right-of-ways after working hours unless otherwise approved by the Engineer.

ARTICLE 21. DIVERSION OF RECYCLABLE WASTE MATERIALS

In compliance with the applicable City's waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers as required for compliance with the local jurisdiction's waste diversion ordinances. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. Contractor shall complete and execute any certification forms required by City or other applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.

ARTICLE 22. REMOVAL OF HAZARDOUS MATERIALS

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected Project site and shall report the condition to the City in writing. The City shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the Project site(s), and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor.

ARTICLE 23. SANITARY FACILITIES

Contractor shall provide sanitary temporary toilet buildings and hand washing facilities for the use of all workers. All toilets and hand washing facilities shall comply with all applicable federal, state and local laws, codes, ordinances, and regulations. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets and hand washing facilities shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by Cal/OSHA regulations. The toilets and hand washing facilities shall be maintained in a sanitary condition at all times. Use of toilet and hand washing facilities in the Work under construction shall not be permitted. Any other Sanitary Facilities required by Cal/OSHA shall be the responsibility of the Contractor.

ARTICLE 24. AIR POLLUTION CONTROL

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

ARTICLE 25. LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out the Work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense.

ARTICLE 26. TESTS AND INSPECTIONS

A. If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority requires any part of the Work to be tested or Approved, Contractor shall provide the Engineer at least two (2) working days' notice of its readiness for observation or inspection. If inspection is by a public authority other than the City, Contractor shall promptly inform the City of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for City testing and City inspection shall be paid by the City. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.

B. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.

C. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the City, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.

D. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the City so that the City may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into the Work.

E. If the manufacture of materials to be inspected or tested will occur in a plant or location greater than sixty (60) miles from the City, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.

F. Reexamination of Work may be ordered by the City. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the City shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

ARTICLE 27. PROTECTION OF WORK AND PROPERTY

A. The Contractor shall be responsible for all damages to persons or property that occurs as a result of the Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by the City. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes

to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.

B. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the Engineer or the City. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by the City and the Contractor.

ARTICLE 28. CONTRACTOR'S MEANS AND METHODS

Contractor is solely responsible for the means and methods utilized to perform the Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

ARTICLE 29. AUTHORIZED REPRESENTATIVES

The City shall designate representatives, who shall have the right to be present at the Project site at all times. The City may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

ARTICLE 30. HOURS OF WORK

A. As provided in Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, Contractor stipulates that eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract is limited and restricted to eight (8) hours during any one calendar day and 40 hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

B. The Contractor and every subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of the City and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

C. The Contractor shall pay to the City a penalty of twenty-five dollars ($25.00) for each worker employed in the execution of this 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 calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

D. Any work necessary to be performed after regular working hours, or on Saturdays and Sundays or other holidays, shall be performed without additional expense to the City.

E. City will provide inspection during normal working hours from 7:00 a.m. to 3:30 p.m. Monday through Friday. Inspection before or after this time will be charged to the Contractor as reimbursable inspection time. Inspections on weekends requires two days' notice for review and approval. Upon written request and approval the 8.5 hour working day may be changed to other limits subject to city/county ordinance.

F. It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project site, other than between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on the City-observed holidays, unless otherwise approved by the City:

1. Powered Vehicles

2. Construction Equipment

3. Loading and Unloading Vehicles

4. Domestic Power Tools

ARTICLE 31. PAYROLL RECORDS; LABOR COMPLIANCE

A. Pursuant to Labor Code section 1776, Contractor and all subcontractors shall maintain weekly certified payroll records, showing the names, addresses, Social Security numbers, work classifications, 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 them in connection with the Work under this Contract. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

B. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on the specified interval and format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

C. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any

applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

D. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the City. The Contractor shall also provide the following:

1. A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

2. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the DIR.

E. Unless submitted electronically, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.

F. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, the City, 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.

G. In the event of noncompliance with the requirements of this Article, the Contractor shall have ten (10) calendar 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 such 10-day period, the Contractor shall pay a penalty of one hundred dollars ($100.00) to the City 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, such penalties shall be withheld from progress payment then due.

H. The responsibility for compliance with this Article shall rest upon the Contractor.

ARTICLE 32. PREVAILING RATES OF WAGES

A. The Contractor is aware of the requirements of Labor Code sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, Section 16000 *et seq.* ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov. In the alternative, the Contractor may view a copy of the prevailing rate of per diem wages

which are on file at the City's Administration Office and shall be made available to interested parties upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.

B. The Contractor shall forfeit as a penalty to the City not more than Two Hundred Dollars ($200.00), pursuant to Labor Code section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the Department of Industrial Relations 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. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

C. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

ARTICLE 33. PUBLIC WORKS CONTRACTOR REGISTRATION

Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its subcontractors must be registered with the Department of Industrial Relations prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

ARTICLE 34. EMPLOYMENT OF APPRENTICES

A. Contractor and all subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices.

B. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

C. Knowing violations of Labor Code section 1777.5 will result in forfeiture not to exceed one hundred dollars ($100.00) for each calendar day of non-compliance pursuant to Labor Code section 1777.7.

D. The responsibility for compliance with this Article shall rest upon the Contractor.

ARTICLE 35. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

Pursuant to Labor Code section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law.

Employment Eligibility; Contractor. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Contract, and shall not violate any such law at any time during the term of the Contract. Contractor shall avoid any violation of any such law during the term of this Contract by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for or referred to herein.

Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any part of the Work or of this Contract to make the same verifications and comply with all requirements and restrictions provided for herein.

Employment Eligibility; Failure to Comply. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Contract for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for herein; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

ARTICLE 36. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

Contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and

a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

ARTICLE 37. LABOR/EMPLOYMENT SAFETY

The Contractor shall comply with all applicable laws and regulations of the federal, state, and local government, including Cal/OSHA requirements and requirements for verification of employees' legal right to work in the United States.

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 *et seq.*), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. The Contractor shall ensure the availability of emergency medical services for its employees in accordance with California Code of Regulations, Title 8, Section 1512.

The Contractor shall submit the Illness and Injury Prevention Program and a Project site specific safety program to the City prior to beginning Work at the Project site. Contractor shall maintain a confined space program that meets or exceeds the City Standards. Contractor shall adhere to the City's lock out tag out program.

ARTICLE 38. INSURANCE

The Contractor shall obtain, and at all times during performance of the Work of Contract, maintain all of the insurance described in this Article. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required hereunder. Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Article. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause. Contractor shall furnish City with original certificates of insurance and endorsements effective coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms acceptable to the City. All certificates and endorsements must be received and approved by the City before Work commences.

A. **Additional Insureds; Waiver of Subrogation**. The City, its officials, officers, employees, agents and authorized volunteers shall be named as Additional Insureds on Contractor's All Risk policy and on Contractor's and its subcontractors' policies of Commercial General Liability and Automobile Liability insurance using, for Contractor's policy/ies of Commercial General Liability insurance, ISO CG forms 20 10 and 20 37 (or endorsements providing the exact same coverage, including completed operations), and, for subcontractors' policies of Commercial General Liability insurance, ISO CG form 20 38 (or endorsements providing the exact same coverage). Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, all available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as

Additional Insureds hereunder. Contractor and its insurance carriers shall provide a Waiver of Subrogation in favor of those parties.

B. **Workers' Compensation Insurance**. The Contractor shall provide workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Site, and, in case of any sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. The Contractor shall file with the City certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the City, if in the form and coverage as set forth in the Contract Documents.

C. **Employer's Liability Insurance**. Contractor shall provide Employer's Liability Insurance, including Occupational Disease, in the amount of at least one million dollars ($1,000,000.00) per person per accident. Contractor shall provide City with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the City.

D. **Commercial General Liability Insurance**. Contractor shall provide "occurrence" form Commercial General Liability insurance coverage at least as broad as the most current ISO CGL Form 00 01, including but not limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury which may arise from or out of Contractor's operations, use, and management of the Site, or the performance of its obligations hereunder. The policy shall not contain any exclusion contrary to this Contract including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 39); or (2) cross-liability for claims or suits against one insured against another. Policy limits shall not be less than $1,000,000 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. Defense costs shall be paid in addition to the limits.

1. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the City, and shall not preclude the City from taking such other actions available to the City under other provisions of the Contract Documents or law.

2. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.

3. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions relating to liability for injury to or death of persons and damage to property.

4. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the City may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.

5. All policies of general liability insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

E. **Automobile Liability Insurance**. Contractor shall provide "occurrence" form Automobile Liability Insurance at least as broad as ISO CA 00 01 (Any Auto) in the amount of, at least, one million dollars ($1,000,000) per accident for bodily injury and property damage. Such insurance shall provide coverage with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible, in a form and with insurance companies acceptable to the City. All policies of automobile insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

F. **Builder's Risk ["All Risk"]**

1. It is the Contractor's responsibility to maintain or cause to be maintained Builder's Risk ["All Risk"] extended coverage insurance on all work, material, equipment, appliances, tools, and structures that are or will become part of the Work and subject to loss or damage by fire, and vandalism and malicious mischief, in an amount to cover 100% of the replacement cost. The City accepts no responsibility for the Work until the Work is formally accepted by the City. The Contractor shall provide a certificate evidencing this coverage before commencing performance of the Work.

2. The named insureds shall be Contractor, all Subcontractors of any tier (excluding those solely responsible for design work), suppliers, and City, its elected officials, officers, employees, agents and authorized volunteers, as their interests may

appear. Contractor shall not be required to maintain property insurance for any portion of the Work following acceptance by City.

3. Policy shall be provided for replacement value on an "all risk" basis. There shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site. Such insurance shall be on a form acceptable to City to ensure adequacy and sublimit.

4. In addition, the policy shall meet the following requirements:

   a. Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.

   b. Coverage shall include all materials stored on site and in transit.

   c. Coverage shall include Contractor's tools and equipment.

   d. Insurance shall include boiler, machinery and material hoist coverage.

G. **Contractor's Pollution Liability Coverage**. Contractor shall provide pollution liability insurance in an amount not less than $1,000,000 per occurrence and $2,000,000 aggregate.

H. Contractor shall require all tiers of sub-contractors working under this Contract to provide the insurance required under this Article unless otherwise agreed to in writing by City. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the City harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the City as a result thereof.

ARTICLE 39. FORM AND PROOF OF CARRIAGE OF INSURANCE

A. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the City's Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VII. Insurance deductibles or self-insured retentions must be declared by the Contractor. At the election of the City the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall

provide a "follow form" endorsement satisfactory to the City indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.

B. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or cancelled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, officers, agents, employees, and volunteers.

C. The Certificates(s) and policies of insurance shall contain or shall be endorsed to contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) days written notice be given to the City prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the City may terminate the Contract or stop the Work in accordance with the Contract Documents, unless the City receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Site, or commence operations under this Contract until the City has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Article. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

D. The Certificate(s) of Insurance, policies and endorsements shall so covenant and shall be construed as primary, and the City's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

E. City reserves the right to adjust the monetary limits of insurance coverages during the term of this Contract including any extension thereof if, in the City's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.

F. Contractor shall report to the City, in addition to the Contractor's insurer, any and all insurance claims submitted by the Contractor in connection with the Work under this Contract.

ARTICLE 40. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

A. **Time for Completion/Liquidated Damages.** Time is of the essence in the completion of the Work. Work shall be commenced within ten (10) Days of the date stated in the City's Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. The City is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the City's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the City (including but not limited to indirect, general,

administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If the Work is not completed as stated in the Contract Documents, it is understood that the City will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each calendar day of delay until the Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.

B. **Inclement Weather.** Contractor shall abide by the Engineer's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule.

C. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify the City in writing of causes of delay. The City shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.

D. **No Damages for Reasonable Delay.** The City's liability to Contractor for delays for which the City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the City be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable City delay, including delays caused by items that are the responsibility of the City pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

ARTICLE 41. COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by the City:

A. Within ten (10) Days of Notice to Proceed with the Contract, a detailed estimate giving a complete breakdown of the Contract price, if the Contract amount is a lump sum.

B. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for the City to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.

C. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the Engineer, for unit price items listed, if any, in the Bid Form.

D. Following the City's Acceptance of the Work, the Contractor shall submit to the City a written statement of the final quantities of unit price items for inclusion in the final payment request.

E. The City shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

ARTICLE 42. PROGRESS ESTIMATES AND PAYMENT

A. By the tenth (10th) Day of the following calendar month, Contractor shall submit to Engineer a payment request which shall set forth in detail the value of the Work done for the period beginning with the date work was first commenced and ending on the end of the calendar month for which the payment request is prepared. Contractor shall include any amount earned for authorized extra work. From the total thus computed, a deduction shall be made in the amount of five percent (5%) for retention, except where the City has adopted a finding that the Work done under the Contract is substantially complex, and then the amount withheld as retention shall be the percentage specified in the Notice Inviting Bids. From the remainder a further deduction may be made in accordance with Section B below. The amount computed, less the amount withheld for retention and any amounts withheld as set forth below, shall be the amount of the Contractor's payment request.

B. The City may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in his judgment may be necessary to cover:

1. Payments which may be past due and payable for just claims against Contractor or any subcontractors for labor or materials furnished in and about the performance of work on the Project under this Contract.

2. Defective work not remedied.

3. Failure of Contractor to make proper payments to his subcontractor or for material or labor.

4. Completion of the Contract if there is a reasonable doubt that the Work can be completed for balance then unpaid.

5. Damage to another contractor or a third party.

6. Amounts which may be due the City for claims against Contractor.

7. Failure of Contractor to keep the record ("as-built") drawings up to date.

8. Failure to provide update on construction schedule as required herein.

9. Site cleanup.

10. Failure to comply with Contract Documents.

11. Liquidated damages.

12. Legally permitted penalties.

C. The City may apply such withheld amount or amounts to payment of such claims or obligations at its discretion with the exception of subsections (B)(1), (3), and (5) of this Article, which must be retained or applied in accordance with applicable law. In so doing, the City shall be deemed the agent of Contractor and any payment so made by the City shall be considered as a payment made under contract by the City to Contractor and the City shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. The City will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.

D. Upon receipt, the Engineer shall review the payment request to determine whether it is undisputed and suitable for payment. If the payment request is determined to be unsuitable for payment, it shall be returned to Contractor as soon as practicable but not later than seven (7) Days after receipt, accompanied by a document setting forth in writing the reasons why the payment request is not proper. The City shall make the progress payment within 30 calendar days after the receipt of an undisputed and properly submitted payment request from Contractor, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code section 8132. The number of days available to the City to make a payment without incurring interest pursuant to this paragraph shall be reduced by the number of days by which the Engineer exceeds the seven (7) Day requirement.

E. A payment request shall be considered properly executed if funds are available for payment of the payment request and payment is not delayed due to an audit inquiry by the financial officer of the City.

ARTICLE 43. SECURITIES FOR MONEY WITHHELD

Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor may request the City to make retention payments directly to an escrow agent or may substitute securities for any money withheld by the City to ensure performance under the contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a state or federally chartered bank as the escrow agent who shall return such securities to Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement substantially in the form provided in section 22300 of the Public Contract Code.

ARTICLE 44. CHANGES AND EXTRA WORK.

A. **Contract Change Orders**.

1. The City, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, and the Contract Price and

Contract Time shall be adjusted accordingly. Except as otherwise provided herein, all such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract Price or the Contract Time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.

2. Contractor shall promptly execute changes in the Work as directed in writing by the City even when the parties have not reached agreement on whether the change increases the scope of Work or affects the Contract Price or Contract Time. All claims for additional compensation to the Contractor shall be presented in writing. No claim will be considered after the Work in question has been done unless a written Change Order has been issued or a timely written notice of claim has been made by Contractor.

3. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions, and provisions of the original Contract.

4. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done.

5. No dispute, disagreement, or failure of the parties to reach agreement on the terms of the Change Order shall relieve the Contractor from the obligation to proceed with performance of the work, including Additional Work, promptly and expeditiously.

6. Contractor shall make available to the City any of the Contractor's documents related to the Project immediately upon request of the City, as set forth in Article 52.

7. Any alterations, extensions of time, Additional Work, or any other changes may be made without securing consent of the Contractor's surety or sureties.

B. **Contract Price Change**.

1. Process for Determining Adjustments in Contract Price.

a. Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract Price or Contract Time, within seven (7) Days after receipt of a scope of a proposed change order initiated by the City, unless the City requests that proposals be submitted in less than seven (7) Days.

b. Contractor Initiated Change. The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.

c. Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the City.

d. Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the City, including but not limited to estimates and quotations from subcontractors or material suppliers, as the City may reasonably request. Contractor shall certify the accuracy of all Change Order Requests under penalty of perjury.

e. If the Contractor fails to submit a complete cost proposal within the seven (7) Day period (or as requested), the City has the right to order the Contractor in writing to commence the Work immediately on a time and materials basis and/or issue a lump sum change to the Contract Price and/or Contract Time in accordance with the City's estimate. If the change is issued based on the City's estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that the City's estimate was in error.

2. Unit Price Change Orders.

a. When the actual quantity of a Unit Price item varies from the Bid Form, compensation for the change in quantity will be calculated by multiplying the actual quantity by the Unit Price. This calculation may result in either an additive or deductive Final Change Order pursuant to the Contract Documents.

b. No Mark up for Overhead and Profit. Because the Contract Unit Prices provided in the Bid Form include Overhead and Profit as determined by Contractor at the time of Bid submission, no mark up or deduction for Overhead and Profit will be included in Unit Price Change Orders.

c. Bid items included on the Bid Form may be deducted from the Work in their entirety without any negotiated extra costs.

d. Contractor acknowledges that unit quantities are estimates and agrees that the estimated unit quantities listed on the Bid Form will be adjusted to reflect the actual unit quantities which may result in an adjustment to the Contract Unit Prices. Such an adjustment will be made by execution of a final additive or deductive Change Order following Contractor's completion of the Work. Upon notification, Contractor's failure to respond within seven (7) Days will result in City's issuance of a unit quantity adjustment to the Contract Unit Prices and/or Contract Time in accordance with the Contract Documents.

e. The City or Contractor may make a Claim for an adjustment in the Unit Price in accordance with the Contract Documents if:

i. the quantity of any item of Unit Price Work performed by Contractor differs by twenty-five percent (25%) or more from the estimated quantity of such item indicated in the Contract; and

ii. there is no corresponding adjustment with respect to any other item of Work; and

iii. Contractor believes that Contractor is entitled to an increase in Unit Price as a result of having incurred additional expense or the City believes that the City is entitled to a decrease in Unit Price and the parties are unable to agree as to the amount of any such increase or decrease..

3. Lump Sum Change Orders. Contractor shall incorporate the provisions of this Section into all agreements with Subcontractors. Compensation for Lump Sum Change Orders shall be limited to expenditures necessitated specifically by the Additional Work, and shall be according to the following:

   a. Overview. The Contractor will submit a properly itemized Lump Sum Change Order Proposal covering the Additional Work and/or the work to be deleted. This proposal will be itemized for the various components of the Additional Work and segregated by labor, material, and equipment in a detailed format satisfactory to the City. The City will require itemized change orders on all change order proposals from the Contractor, subcontractors, and sub-subcontractors regardless of tier. Details to be submitted will include detailed line item estimates showing detailed materials quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item or by drawing as applicable).

   b. Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the Additional Work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the Additional Work cost will not be permitted unless the Contractor establishes the necessity for such new classifications. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

      Estimated labor hours must only include hours for those workmen and working foremen directly involved in performing the change order work. Supervision above the level of working foremen (such as general foremen, superintendent, project manager, etc.) is considered to be included in the markup percentages as outlined below. Note that no separate allowances for warranty expense will be allowed as a direct cost of a change order. Costs attributed to warranty expenses will be considered to be covered by the markup.

   c. Labor Burden. Labor burden allowable in change orders shall be defined as employer's net actual cost of payroll taxes (FICA, Medicare, SUTA, FUTA), net actual cost for employer's cost of union benefits (or other usual and customary fringe benefits if the employees are not union employees), and net actual cost to employer for worker's compensation insurance taking into consideration adjustments for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, etc. Contractor shall reduce their standard payroll tax percentages to properly reflect the effective cost reduction due to the estimated impact of the annual

maximum wages subject to payroll taxes. An estimated percentage for labor burden may be used for pricing change orders. However, the percentage used for labor burden to price change orders will be examined at the conclusion of the Project and an adjustment to the approved change orders will be processed if it is determined that the actual labor burden percentage should have been more or less than the estimated percentage used.

d. Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight, and delivery. Materials costs shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the City shall determine the materials cost, at its sole discretion. Estimated material change order costs shall reflect the Contractor's reasonably anticipated net actual cost for the purchase of the material needed for the change order work. Estimated material costs shall reflect cost reductions available to the Contractor due to "non-cash" discounts, trade discounts, free material credits, and/or volume rebates. "Cash" discounts (i.e., prompt payment discounts of 2% or less) available on material purchased for change order work shall be credited to the City if the Contractor is provided the City funds in time for Contractor to take advantage of any such "cash" discounts. The portion of any "cash" discounts greater than 2% will not be considered "non-cash" discount for purposes of this provision. Price quotations from material suppliers must be itemized with unit prices for each specific item to be purchased. "Lot pricing" quotations will not be considered sufficient substantiating detail.

e. Tool and Equipment Use. Costs for the use of small tools, which are tools that have a replacement value of $1,000 or less, shall be considered included in the Overhead and Profit mark-ups established below. Allowable change order estimated costs may include appropriate amounts for rental of major equipment specifically needed to perform the change order work (defined as tools and equipment with an individual purchase cost of more than $750). For Contractor owned equipment, the "bare" equipment rental rates allowed to be used for pricing change order proposals shall be 75% of the monthly rate listed in the most current publication of The AED Green Book divided by 176 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the change order work. Further, for Contractor owned equipment, the aggregate equipment rent charges for any single piece of equipment used in all change order work shall be limited to 50% of the fair market value of the piece of equipment when the first change order is priced involving usage of the piece of equipment. Fuel necessary to operate the equipment will be considered as a separate direct cost associated with the change order work.

f. Maximum Markup Percentage Allowable on Self-Performed Work. With respect to pricing change orders, the maximum markup percentage to be paid to any Contractor or subcontractor (regardless of tier) on self-performed work shall be a single markup percentage not-to-exceed fifteen percent (15%) of the net direct cost of (1) direct labor and allowable labor burden costs applicable to the change in the Work; (2) the net cost of material and installed equipment incorporated into the change in the Work, and (3) net rental cost of major

equipment and related fuel costs necessary to complete the change in the Work. The markup computed using the above formula shall be considered to be allocated 2/3 to cover applicable overhead costs directly attributable to the field overhead costs related to processing, supervising and performing, the change order work, and the remaining 1/3 to cover home office overhead costs and profit

g. Maximum Markup Percentages Allowable on Work Performed by Lower Tier Subcontractors. With respect to pricing the portion of change order proposals involving Work performed by lower tier contractors, the maximum markup percentage allowable to the Contractor or subcontractor supervising the lower tier subcontractor's work shall not exceed five percent (5%) of the net of all approved change order work performed by all subcontractors combined for any particular change order proposal. The markup computed using the above formula shall be considered to be allocated 2/3 to cover applicable overhead costs directly attributable to the field overhead costs related to processing, supervising and performing the change order work, and the remaining 1/3 to cover home office overhead costs and profit.

h. No Markup on Bonds and Liability Insurance Costs. Change order cost adjustments due to increases or decreases in bond or insurance costs (if applicable) shall not be subject to any markup.

i. Direct and Indirect Costs Covered by Markup Percentages. As a further clarification, the agreed upon markup percentage set forth above is intended to cover the Contractor's profit and all indirect costs associated with the change order work. Items intended to be covered by the markup percentage include, but are not limited to: home office expenses, branch office and field office overhead expense of any kind, project management, superintendents, general foremen, estimating, engineering, coordinating, expediting, purchasing, detailing, legal, accounting, data processing or other administrative expenses, shop drawings, permits, auto insurance and umbrella insurance, pick-up truck costs, and warranty expense costs. The cost for the use of small tools is also to be considered covered by the markup percentage established above. Small tools shall be defined as tools and equipment (power or non-power) with an individual purchase cost of less than $750.

j. Deduct Change Orders and Net Deduct Changes. The application of the markup percentages referenced above will apply to both additive and deductive change orders. In the case of a deductive change order, the credit will be computed by applying the sliding scale percentages as outlined above so that a deductive change order would be computed in the same manner as an additive change order. In those instances where a change involves both additive and deductive work, the additions and deductions will be netted and the markup percentage adjustments will be applied to the net amount.

k. Contingency. In no event will any lump sum or percentage amounts for "contingency" be allowed to be added as a separate line item in change order estimates. Unknowns attributable to labor hours will be accounted for when

estimating labor hours anticipated performing the work. Unknowns attributable to material scrap and waste will be estimated as part of material costs.

l. Insurance and Bonds. In the event the Contractor has been required to furnish insurance and/or bonds as part of the base contract price, a final contract change order will be processed to account for the Contractor's net increase or decrease in insurance costs and/or bond premium costs associated with change orders to Contractor's base Contract Price.

4. Time and Materials Change Orders.

a. General. The term Time and Materials means the sum of all costs reasonably and necessarily incurred and paid by Contractor for labor, materials, and equipment in the proper performance of Additional Work. Except as otherwise may be agreed to in writing by the City, such costs shall be in amounts no higher than those prevailing in the locality of the Project, and shall include only the following items.

b. Timely and Final Documentation.

i. T&M Daily Sheets. Contractor must submit timesheets, materials invoices, records of equipment hours, and records of rental equipment hours to the City's Representative for an approval signature **each day** Additional Work is performed. Failure to get the City's Representative's approval signature each Day shall result in a waiver of Contractor's right to claim these costs. The City's Representative's signature on time sheets only serves as verification that the Work was performed and is not indicative of City's agreement to Contractor's entitlement to the cost.

ii. T&M Daily Summary Sheets. All documentation of incurred costs ("T&M Daily Summary Sheets") shall be submitted by Contractor within **three (3) Days** of incurring the cost for labor, material, equipment, and special services as Additional Work is performed. Contractor's actual costs shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and special services. Each T&M Daily Summary Sheet shall include Contractor's actual costs incurred for the Additional Work performed that day and a cumulative total of Contractor's actual costs incurred for the Additional Work. Contractor's failure to provide a T&M Daily Summary Sheet showing a total cost summary within three (3) Days but within five (5) Days of performance of the Work will result in the Contractor's otherwise allowable overhead and profit being reduced by 50% for that portion of Additional Work which was not documented in a timely manner. Contractor's failure to submit the T&M Daily Summary Sheet within five (5) Days of performance of the Work will result in a total waiver of Contractor's right to claim these costs.

iii. T&M Total Cost Summary Sheet. Contractor shall submit a T&M Total Cost Summary Sheet, which shall include total actual costs, within **seven (7) Days** following completion of City approved Additional Work. Contractor's total actual cost shall be presented in a summary table in an electronic

spreadsheet file by labor, material, equipment, and special services. Contractor's failure to submit the T&M Total Cost Summary Sheet within seven (7) Days of completion of the Additional Work will result in Contractor's waiver for any reimbursement of any costs associated with the T&M Summary Sheets or the performance of the Additional Work.

c. Labor. The Contractor will be paid the cost of labor for the workers used in the actual and direct performance of the Work. The cost of labor will be the sum of the actual wages paid (which shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes) substantiated by timesheets and certified payroll for wages prevailing for each craft or type of workers performing the Additional Work at the time the Additional Work is done, and the labor surcharge set forth in the Department of Transportation publication entitled *Labor Surcharge and Equipment Rental Rates*, which is in effect on the date upon which the Work is accomplished and which is a part of the Contract. The labor surcharge shall constitute full compensation for all payments imposed by Federal, State, or local laws and for all other payments made to, or on behalf of, the workers, other than actual wages.

   i. Equipment Operator Exception. Labor costs for equipment operators and helpers shall be paid only when such costs are not included in the invoice for equipment rental.

   ii. Foreman Exception. The labor costs for foremen shall be proportioned to all of their assigned work and only that applicable to the Additional Work shall be paid. Indirect labor costs, including, without limitation, the superintendent, project manager, and other labor identified in the Contract Documents will be considered Overhead.

d. Materials. The cost of materials reported shall be itemized at invoice or lowest current price at which materials are locally available and delivered to the Project site in the quantities involved, plus the cost of sales tax, freight, delivery, and storage.

   i. Trade discounts available to the purchaser shall be credited to the City notwithstanding the fact that such discounts may not have been taken by Contractor.

   ii. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the City's Representative.

   iii. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on Additional Work items or the current wholesale price for such materials delivered to the Project site, whichever price is lower.

iv. If, in the opinion of the City's Representative, the cost of materials is excessive, or Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the total quantity concerned delivered to the Project site less trade discounts.

v. The City reserves the right to furnish materials for the Additional Work and no Claim shall be allowed by Contractor for costs of such materials or Indirect Costs or profit on City furnished materials.

e. Equipment.

i. Rental Time. The rental time to be paid for equipment on the Project site shall be the time the equipment is in productive operation on the Additional Work being performed and, in addition, shall include the time required to move the equipment to the location of the Additional Work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except that moving time will not be paid if the equipment is used on other than the Additional Work, even though located at the site of the Additional Work.

(a) Rental Time Not Allowed. Rental time will not be allowed while equipment is inoperative due to breakdowns.

(b) Computation Method. The following shall be used in computing the rental time of equipment on the Project site.

(i) When hourly rates are paid, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.

(ii) When daily rates are paid, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation, and any part of an hour in excess of 4 hours will be considered one day of operation.

ii. Rental Rates. Contractor will be paid for the use of equipment at the lesser of (i) the actual rental rate, or (ii) the rental rate listed for that equipment in the California Department of Transportation publication entitled *Labor Surcharge and Equipment Rental Rates*, which is in effect on the date upon which the Contract was executed. Such rental rates will be used to compute payments for equipment whether the equipment is under Contractor's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate (i.e., daily, monthly) resulting in the least total cost to the City for the total period of use. If it is deemed necessary by Contractor to use equipment not listed in the publication, an equitable rental rate for the equipment will be established by the City's Representative.

Contractor may furnish cost data which might assist the City's Representative in the establishment of the rental rate.

iii. Contractor-Owned Equipment.

(a) For Contractor-owned equipment, the allowed equipment rental rate will be limited to the monthly equipment rental rate using a utilization rate of 173 hours per month.

(b) For Contractor-owned equipment, the rental time to be paid for equipment on the Site shall be the time the equipment is in productive operation, unless, in the instance of standby time, the equipment could be actively used by Contractor on another project, then City shall pay for the entirety of the time the equipment is on Site. It shall be Contractor's burden to demonstrate to the City that the equipment could be actively used on another project.

iv. All equipment shall, in the opinion of the City's Representative, be in good working condition and suitable for the purpose for which the equipment is to be used.

v. Before construction equipment is used on the Additional Work, Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the City's Representative, in duplicate, a description of the equipment and its identifying number and the scheduled Additional Work activities planned.

vi. Unless otherwise specified, manufacturer's rating and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

f. Special Services. Special work or services are defined as that Additional Work characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry.

i. Invoices for Special Services. When the City's Representative and Contractor determine that a special service is required which cannot be performed by the forces of Contractor or those of any of its Subcontractors, the special service may be performed by an entity especially skilled in the Additional Work. Invoices for special services based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs, after validation of market values by the City's Representative.

ii. Discount and Allowance. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of Overhead and Profit specified herein, a total

allowance not to exceed fifteen percent (15%) for Overhead and Profit will be added to invoices for Special Services.

iii. When the City determines, in its sole discretion, that competitive bidding is necessary for certain special services, Contractor shall solicit competitive bids for those special services.

g. Excluded Costs. The term Time and Material shall not include any of the following costs or any other home or field office overhead costs, all of which are to be considered administrative costs covered by Contractor's allowance for Overhead and Profit.

i. Overhead Cost. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, timekeepers, clerks, and other personnel employed by Contractor whether at the Site or in Contractor's principal office or any branch office, material yard, or shop for general administration of the Additional Work;

ii. Office Expenses. Expenses of Contractor's principal and branch offices;

iii. Capital Expenses. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Additional Work and charges against Contractor for delinquent payments;

iv. Negligence. Costs due to the negligence of Contractor or any Subcontractor or Supplier, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including without limitation the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property;

v. Other. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in the Contract Documents;

vi. Small Tools. Cost of small tools valued at less than $1,000 and that remain the property of Contractor;

vii. Administrative Costs. Costs associated with the preparation of Change Orders (whether or not ultimately authorized), cost estimates, or the preparation or filing of Claims;

viii. Anticipated Lost Profits. Expenses of Contractor associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings, or unpaid retention;

ix. Home Office Overhead. Costs derived from the computation of a "home office overhead" rate by application of the *Eichleay, Allegheny*, burden fluctuation, or other similar methods;

x. Special Consultants and Attorneys. Costs of special consultants or attorneys, whether or not in the direct employ of Contractor, employed for services specifically related to the resolution of a Claim, dispute, or other matter arising out of or relating to the performance of the Additional Work.

h. Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:

i. "Net Cost" is defined as consisting of costs of labor, materials, and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up. Contractor shall provide City with documentation of the costs, including, but not limited to, payroll records, invoices, and such other information as City may reasonably request.

ii. For Work performed by the Contractor's forces, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the Net Cost of the Work.

iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the subcontractor's Net Cost of the Work to which the Contractor may add five percent (5%) of the subcontractor's Net Cost.

iv. For Work performed by a sub-subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the sub-subcontractor's Net Cost for Work to which the subcontractor and general contractor may each add an additional five percent (5%) of the Net Cost of the lower tier subcontractor.

v. No additional mark-up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by City exceed twenty-five percent (25%) of the Net Cost as defined herein, of the party that performs the Work.

5. All of the following costs are included in the markups for overhead and profit described above, and Contractor shall not receive any additional compensation for: Submittals, drawings, field drawings, Shop Drawings, including submissions of drawings; field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; computer services; reproduction services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables; Temporary On-Site facilities (Offices, Telephones, High Speed Internet Access, Plumbing, Electrical Power, Lighting; Platforms, Fencing, Water), Jobsite and Home office overhead or other expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal

fees; Final Cleanup; Other Incidental Work; Related Warranties; insurance and bond premiums.

6. For added or deducted Work by subcontractors, the Contractor shall furnish to the City the subcontractor's signed detailed record of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors

7. For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the City a detailed record of the cost to the Contractor, signed by such vendor or supplier.

8. Any change in the Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an increase in the Contract Price; overhead and profit allowances shall not be applied if the net total cost is a deduction to the Contract Price. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.

9. Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the Change Order for Work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the City's change order form in an attempt to reserve additional rights.

10. If the City disagrees with the proposal submitted by Contractor, it will notify the Contractor and the City will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the City, a Change Order will be issued by the City. If no agreement can be reached, the City shall have the right to issue a unilateral Change Order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the City within fifteen (15) Days of the issuance of the unilateral Change Order, disputing the terms of the unilateral Change Order, and providing such supporting documentation for its position as the City may require.

C. **Change of Contract Times**.

1. The Contract Times may only be changed by a Change Order.

2. All changes in the Contract Price and/or adjustments to the Contract Times related to each change shall be included in Contractor's COR pursuant to this Article. No cost or time will be allowed for cumulative effects of multiple changes. All Change Orders must state that the Contract Time is not changed or is either increased or decreased by a specific number of days. Failure to include a change to time shall waive any change to the time unless the parties mutually agree in writing to postpone a determination of the change to time resulting from the Change Order.

3. Notice of the amount of the request for adjustment in the Contract Times with supporting data shall be delivered within seven (7) Days after such start of occurrence, unless City's Representative allows an additional period of time to ascertain more accurate data in support of the request. No extension of time or additional compensation shall be given for a delay if the Contractor failed to give notice in the manner and within the time prescribed.

4. City may elect, at City's sole discretion, to grant an extension in Contract Times, without Contractor's request, because of delays or other factors.

5. Use of Float and Critical Path.

    a. Float is for the benefit of the Project. Float shall not be considered for the exclusive use or benefit of either the City or the Contractor.

    b. Contractor shall not be entitled to compensation, and City will not compensate Contractor, for delays which impact early completion. Any difference in time between the Contractor's early completion and the Contract Time shall be considered a part of the Project float.

6. Contractor's entitlement to an extension of the Contract Times is limited to a City-caused extension of the critical path, reduced by the Contractor's concurrent delays, and established by a proper time impact analysis. No time extension shall be allowed unless, and then only to the extent that, the City-caused delay extends the critical path beyond the previously approved Contract Time. If approved, the increase in time required to complete the Work shall be added to the Contract Time.

    a. Contractor shall not be entitled to an adjustment in the Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

    b. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, pandemic, abnormal weather conditions (as determined by the City), Acts of God, acts or failures to act of utility owners not under the control of City, or other causes not the fault of and beyond control of City and Contractor, then Contractor shall be entitled to an time extension when the Work stopped is on the critical path. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays. Contractor must submit a timely request in accordance with the requirements of this Article.

    c. Utility-Related Delays.

        i. Contractor shall immediately notify in writing the utility owner and City's Representative of its construction schedule and any subsequent changes in the construction schedule which will affect the time available for protection, removal, or relocation of utilities. Requests for extensions of

time arising out of utility relocation or repair delays shall be filed in accordance with this Article.

ii. Contractor shall not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, as noted in the Contract Documents or by the Underground Service Alert survey.

7. Content for Requests for Contract Extension. Contractor's justification for entitlement shall be clear and complete citing specific Contract Document references and reasons on which Contractor's entitlement is based. At a minimum, each request for a time extension must include:

   a. Each request for an extension of Contract Time must identify the impacting event, in narrative form, providing a description of the delay event and sufficient justification as to why the Contractor is entitled to a time extension. Contractor must demonstrate that the delay arises from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and any Subcontractors or Suppliers, or any other persons or organizations employed by any of them or for whose acts any of them may be liable, and that such causes in fact lead to performance or completion of the Work, or specified part in question, beyond the corresponding Contract Times, despite Contractor's reasonable and diligent actions to guard against those effects.

   b. Each request for an extension of Contract Time must include a time impact analysis in CPM format, using the Contemporaneous Impacted As-Planned Schedule Analysis to calculate the impact of the delay event.

8. No Damages for Reasonable Delay.

   a. City's liability to Contractor for delays for which City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall City be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs.

   b. Damages caused by unreasonable City delay that impact the critical path, including delays caused by items that are the responsibility of the City pursuant to Government Code section 4215, shall be compensated at the Daily Rate established in the Special Conditions. No other calculations, proportions or formulas shall be used to calculate any delay damages.

   c. City and City's Representative, and the officers, members, partners, employees, agents, consultants, or subcontractors of each of them, shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

9. Contractor's failure, neglect, or refusal to comply with the requirements of the Contract Documents, or any portion thereof, shall bar Contractor's request for extensions of the Contract Times. Such failure, neglect, or refusal prejudices City's and City's Representative's ability to recognize and mitigate delay, and such failure, neglect, or refusal prevent the timely analysis of requests for extensions of Contract Times, and whether such extensions may be warranted. Contractor hereby waives all rights to extensions of Contract Times due to delays or accelerations that result from or occur during periods of time for which Contractor fails, neglects, or refuses to fully comply with the requirements of this Article.

ARTICLE 45. FINAL ACCEPTANCE AND PAYMENT

A. The acceptance of the Work on behalf of the City will be made by the Engineer. Such acceptance by the City shall not constitute a waiver of defects. When the Work has been accepted there shall be paid to Contractor a sum equal to the contract price less any amounts previously paid Contractor and less any amounts withheld by the City from Contractor under the terms of the contract. The final five percent (5%), or the percentage specified in the notice inviting bids where the City has adopted a finding of substantially complete, shall not become due and payable until five (5) calendar days shall have elapsed after the expiration of the period within which all claims may be filed under the provisions of Civil Code section 9356. If the Contractor has placed securities with the City as described herein, the Contractor shall be paid a sum equal to one hundred percent (100%) of the contract price less any amounts due the City under the terms of the Contract.

B. Unless Contractor advises the City in writing prior to acceptance of the final five percent (5%) or the percentage specified in the notice inviting bids where the City has adopted a finding of substantially complete, or the return of securities held as described herein, said acceptance shall operate as a release to the City of all claims and all liability to Contractor for all things done or furnished in connection with this work and for every act of negligence of the City and for all other claims relating to or arising out of this work. If Contractor advises the City in writing prior to acceptance of final payment or return of the securities that there is a dispute regarding the amount due the Contractor, the City may pay the undisputed amount contingent upon the Contractor furnishing a release of all undisputed claims against the City with the disputed claims in stated amounts being specifically excluded by Contractor from the operation of the release. No payments, however, final or otherwise, shall operate to release Contractor or its sureties from the Faithful Performance Bond, Labor and Material Payment Bond, or from any other obligation under this contract.

C. In case of suspension of the contract any unpaid balance shall be and become the sole and absolute property of the City to the extent necessary to repay the City any excess in the cost of the Work above the contract price.

D. Final payment shall be made no later than 60 days after the date of acceptance of the Work by the City or the date of occupation, beneficial use and enjoyment of the Work by the City including any operation only for testing, start-up or commissioning accompanied by cessation of labor on the Work, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code section 8136. In

the event of a dispute between the City and the Contractor, the City may withhold from the final payment an amount not to exceed 150% of the disputed amount.

E. Within ten (10) calendar days from the time that all or any portion of the retention proceeds are received by Contractor, Contractor shall pay each of its subcontractors from whom retention has been withheld each subcontractor's share of the retention received. However, if a retention payment received by Contractor is specifically designated for a particular subcontractor, payment of the retention shall be made to the designated subcontractor if the payment is consistent with the terms of the subcontract.

ARTICLE 46. OCCUPANCY

The City reserves the right to occupy or utilize any portion of the Work at any time before completion, and such occupancy or use shall not constitute acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

ARTICLE 47. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall immediately defend (with counsel of the City's choosing), indemnify and hold harmless the City, officials, officers, agents, employees, and representatives, and each of them from and against:

A. Any and all claims, demands, causes of action, costs, expenses, injuries, losses or liabilities, in law or in equity, of every kind or nature whatsoever, but not limited to, injury to or death, including wrongful death, of any person, and damages to or destruction of property of any person, arising out of, related to, or in any manner directly or indirectly connected with the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses, however caused, regardless of whether the allegations are false, fraudulent, or groundless, and regardless of any negligence of the City or its officers, employees, or authorized volunteers (including passive negligence), except the sole negligence or willful misconduct or active negligence of the City or its officials, officers, employees, or authorized volunteers.

B. Contractor's defense and indemnity obligation herein includes, but is not limited to damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's Work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Contractor's construction of the improvements.

C. Any and all actions, proceedings, damages, costs, expenses, fines, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;

D. Any and all losses, expenses, damages (including damages to the Work itself), attorney's fees, and other costs, including all costs of defense which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Contractor shall immediately defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its officials, officers, agents, employees and representatives. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse the City, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code section 2782.

ARTICLE 48. PROCEDURE FOR RESOLVING DISPUTES

Contractor shall timely comply with all notices and requests for changes to the Contract Time or Contract Price, including but not limited to all requirements of Article 44, Changes and Extra Work, as a prerequisite to filing any claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the Contract Price or Contract Time, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

A. **Intent.** Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Article is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with said statutes.

B. **Claims.** For purposes of this Article, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with Article 44 "Changes and Extra Work" has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. Claims governed by this Article may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the procedures contained in Article 44, Changes and Extra Work, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Article must be filed no later than the date of final payment. The claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the

filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

C. **Supporting Documentation.** The Contractor shall submit all claims in the following format:

1. Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

2. List of documents relating to claim:

   a. Specifications

   b. Drawings

   c. Clarifications (Requests for Information)

   d. Schedules

   e. Other

3. Chronology of events and correspondence

4. Analysis of claim merit

5. Analysis of claim cost

6. Time impact analysis in CPM format

7. If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

D. **City's Response.** Upon receipt of a claim pursuant to this Article, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 Days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 Days after the City issues its written statement.

1. If the City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City's governing body does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three Days following the next duly publicly noticed meeting of the City's governing

body after the 45-Day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

2. Within 30 Days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor. The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 Days (if the claim is less than $15,000, within 15 Days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

E. **Meet and Confer.** If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 Days of receipt of the City's response or within 15 Days of the City's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

F. **Mediation.** Within 10 business Days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 Days after the City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business Days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

1. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

2. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

4. The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

G. **Procedures After Mediation.** If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

H. **Civil Actions.** The following procedures are established for all civil actions filed to resolve claims of $375,000 or less:

1. Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

I. **Government Code Claims.** In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra Work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Sections 900, et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra Work, disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. **A**

Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

J. **Non-Waiver.** The City's failure to respond to a claim from the Contractor within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the claim being deemed rejected in its entirety.

ARTICLE 49. CITY'S RIGHT TO TERMINATE CONTRACT

A. **Termination for Cause by the City:**

1. In the sole estimation of the City, if the Contractor refuses or fails to prosecute the Work or any separable part thereof with such diligence as will insure its completion within the time specified by the Contract Documents, or any extension thereof, or fails to complete such Work within such time, or if the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or the Contractor or any of its subcontractors should violate any of the provisions of this Contract, the City may serve written notice upon the Contractor and its Surety of the City's intention to terminate this Contract. This notice of intent to terminate shall contain the reasons for such intention to terminate this Contract, and a statement to the effect that the Contractor's right to perform this Contract shall cease and terminate upon the expiration of ten (10) calendar days unless such violations have ceased and arrangements satisfactory to the City have been made for correction of said violations.

2. In the event that the City serves such written notice of termination upon the Contractor and the Surety, the Surety shall have the right to take over and perform the Contract. If the Surety does not: (1) give the City written notice of Surety's intention to take over and commence performance of the Contract within 15 calendar days of the City's service of said notice of intent to terminate upon Surety; and (2) actually commence performance of the Contract within 30 calendar days of the City's service of said notice upon Surety; then the City may take over the Work and prosecute the same to completion by separate contract or by any other method it may deem advisable for the account and at the expense of the Contractor.

3. In the event that the City elects to obtain an alternative performance of the Contract as specified above: (1) the City may, without liability for so doing, take possession of and utilize in completion of the Work such materials, appliances, plants and other property belonging to the Contractor that are on the site and reasonably necessary for such completion (A special lien to secure the claims of the City in the event of such suspension is hereby created against any property of Contractor taken into the possession of the City under the terms hereof and such lien may be enforced by sale of such property under the direction of the City without notice to Contractor. The proceeds of the sale after deducting all expenses thereof and connected therewith shall be credited to Contractor. If the net credits shall be in

excess of the claims of the City against Contractor, the balance will be paid to Contractor or Contractor's legal representatives.); and (2) Surety shall be liable to the City for any cost or other damage to the City necessitated by the City securing an alternate performance pursuant to this Article.

B. **Termination for Convenience by the City:**

1. The City may terminate performance of the Work called for by the Contract Documents in whole or, from time to time, in part, if the City determines that a termination is in the City's interest.

2. The Contractor shall terminate all or any part of the Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the City, the extent of termination, and the Effective Date of such termination.

3. After receipt of Notice of Termination, and except as directed by the City's Representative, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

   a. Stop Work as specified in the Notice.

   b. Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.

   c. Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Document is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.

   d. Terminate all subcontracts to the extent that they relate to the portions of the Work terminated.

   e. Place no further subcontracts or orders, except as necessary to complete the continued portion of the Contract.

   f. Submit to the City's Representative, within ten (10) calendar days from the Effective Date of the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the City's exercise of its right to terminate this Contract pursuant to this clause, which costs the contractor is authorized under the Contract documents to incur, shall: (1) be submitted to and received by the Engineer no later than 30 calendar days after the Effective Date of the Notice of Termination; (2) describe the costs incurred with particularity; and (3) be conspicuously identified as "Termination Costs occasioned by the City's Termination for Convenience."

4. Termination of the Contract shall not relieve Surety of its obligation for any just claims arising out of or relating to the Work performed.

5. In the event that the City exercises its right to terminate this Contract pursuant to this clause, the City shall pay the Contractor, upon the Contractor's submission of the documentation required by this clause and other applicable provisions of the Contract Documents, the following amounts:

    a. All actual reimbursable costs incurred according to the provisions of this Contract.

    b. A reasonable allowance for profit on the cost of the Work performed, provided Contractor establishes to the satisfaction of the City's Representative that it is reasonably probable that Contractor would have made a profit had the Contract been completed and provided further, that the profit allowed shall in no event exceed fifteen (15%) percent of the costs.

    c. A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of the Contract under this Article.

C. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the City may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the City or the Contract is terminated.

ARTICLE 50. WARRANTY AND GUARANTEE OF WORK

A. Contractor hereby warrants that materials and Work shall be completed in conformance with the Contract Documents and that the materials and Work provided will fulfill the requirements of this Warranty. Contractor hereby agrees to repair or replace, at the discretion of the City, any or all Work that may prove to be defective in its workmanship, materials furnished, methods of installation or fail to conform to the Contract Document requirements together with any other Work which may be damaged or displaced by such defect(s) within a period of one (1) year from the date of the Notice of Completion of the Project without any expense whatever to the City, ordinary wear and tear and unusual abuse and neglect excepted. Contractor shall be required to promptly repair or replace defective equipment or materials, at Contractor's option. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor.

B. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected Work. The reinstatement of the one (1) year warranty shall apply only to that portion of work that was corrected. Contractor shall perform such tests as City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. In the event of Contractor's failure to comply with the above-mentioned conditions within ten (10) calendar days after being notified in writing of

required repairs, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder immediately upon demand.

C. In addition to the warranty set forth in this Article, Contractor shall obtain for City all warranties that would be given in normal commercial practice and assign to City any and all manufacturer's or installer's warranties for equipment or materials not manufactured by Contractor and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the warranty period set forth in this Article. Contractor shall furnish the City with all warranty and guarantee documents prior to final Acceptance of the Project by the City as required.

D. When specifically indicated in the Contract Documents or when directed by the Engineer, the City may furnish materials or products to the Contractor for installation. In the event any act or failure to act by Contractor shall cause a warranty applicable to any materials or products purchased by the City for installation by the Contractor to be voided or reduced, Contractor shall indemnify City from and against any cost, expense, or other liability arising therefrom, and shall be responsible to the City for the cost of any repairs, replacement or other costs that would have been covered by the warranty but for such act or failure to act by Contractor.

E. The Contractor shall remedy at its expense any damage to City-owned or controlled real or personal property.

F. The City shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) calendar days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the City shall have the right to replace, repair or otherwise remedy the defect, or damage at the Contractor's expense.

G. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the City may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.

H. Acceptance of Defective Work.

1. If, instead of requiring correction or removal and replacement of Defective Work, the City prefers to accept it, City may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to City's evaluation of and determination to accept such Defective Work and for the diminished value of the Work.

2. If any acceptance of defective work occurs prior to release of the Project Retention, a Change Order will be issued incorporating the necessary revisions in the

Contract Documents with respect to the Work, and City shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work and all costs incurred by City.

3. If the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to City.

4. If the acceptance of Defective Work occurs after release of the Project Retention, an appropriate amount will be paid by Contractor to City.

I. City May Correct Defective Work.

1. If Contractor fails within a reasonable time after written notice from City's Representative to correct Defective Work, or to remove and replace rejected Work as required by City, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, City may, after seven (7) Days' written notice to Contractor, correct, or remedy any such deficiency.

2. In connection with such corrective or remedial action, City may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which City has paid Contractor but which are stored elsewhere. Contractor shall allow City and City's Representative, and the agents, employees, other contractors, and consultants of each of them, access to the Site to enable City to exercise the rights and remedies to correct the Defective Work.

3. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by City correcting the Defective Work will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions into the Contract Documents with respect to the Work; and City shall be entitled to an appropriate decrease in the Contract Price.

4. Such claims, costs, losses and damages will include, but not be limited to, all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Defective Work.

5. If the Change Order is executed after all payments under the Contract have been paid by City and the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to City.

6. If the Change Order is executed after release of the Project Retention, an appropriate amount will be paid by Contractor to City.

7. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to City correcting Defective work.

J. Nothing in the Warranty or in the Contract Documents shall be construed to limit the rights and remedies available to City at law or in equity, including, but not limited to, Code of Civil Procedure section 337.15.

ARTICLE 51. DOCUMENT RETENTION & EXAMINATION

A. In accordance with Government Code section 8546.7, records of both the City and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.

B. Contractor shall make available to the City any of the Contractor's other documents related to the Project immediately upon request of the City.

C. In addition to the State Auditor rights above, the City shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the City, for a period of four (4) years after final payment.

ARTICLE 52. SEPARATE CONTRACTS

A. The City reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.

B. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the Work in place or discrepancies with the Contract Documents.

C. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the City in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Engineer shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The City shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project site.

ARTICLE 53. NOTICE AND SERVICE THEREOF

All notices shall be in writing and either served by personal delivery or mailed to the other party

as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to City shall be addressed to the City as designated in the Notice Inviting Bids unless City designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) calendar days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

ARTICLE 54. NOTICE OF THIRD PARTY CLAIMS

Pursuant to Public Contract Code section 9201, the City shall provide the Contractor with timely notification of the receipt of any third-party claims relating to the Contract. The City is entitled to recover reasonable costs incurred in providing such notification.

ARTICLE 55. STATE LICENSE BOARD NOTICE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

ARTICLE 56. INTEGRATION

A. **Oral Modifications Ineffective.** No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.

B. **Contract Documents Represent Entire Contract.** The Contract Documents represent the entire agreement of the City and Contractor.

ARTICLE 57. ASSIGNMENT OF CONTRACT

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the rights or title of interest of any or all of this contract without the prior written consent of the City. Any assignment or change of Contractor's name of legal entity without the written consent of the City shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

ARTICLE 58. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City in order that proper steps may be taken to have the change reflected on the Contract and all related documents. No change of Contractor's name or nature will affect City's rights under the Contract, including but not limited to the bonds.

ARTICLE 59. ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Public Contract Code section 7103.5, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC, Section 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 the purchase of goods, services, or materials pursuant to this contract or any subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties.

ARTICLE 60. PROHIBITED INTERESTS

No City official or representative who is authorized in such capacity and on behalf of the City to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

ARTICLE 61. CONTROLLING LAW

Notwithstanding any subcontract or other contract with any subcontractor, supplier, or other person or organization performing any part of the Work, this Contract shall be governed by the law of the State of California excluding any choice of law provisions.

ARTICLE 62. JURISDICTION; VENUE

Contractor and any subcontractor, supplier, or other person or organization performing any part of the Work agrees that any action or suits at law or in equity arising out of or related to the bidding, award, or performance of the Work shall be maintained in the Superior Court of Contra Costa County, California, and expressly consent to the jurisdiction of said court, regardless of residence or domicile, and agree that said court shall be a proper venue for any such action.

ARTICLE 63. LAWS AND REGULATIONS

A. Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, it shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, it shall bear all costs arising therefrom.

B. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA regulations.

ARTICLE 64. PATENTS

Contractor shall hold and save the City, officials, officers, employees, and authorized volunteers

harmless from liability of any nature or kind of claim therefrom including costs and expenses for or on account of any patented or unpatented invention, article or appliance manufactured, furnished or used by Contractor in the performance of this contract.

ARTICLE 65. OWNERSHIP OF CONTRACT DOCUMENTS

All Contract Documents furnished by the City are City property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to the City on request at completion of the Work.

ARTICLE 66. NOTICE OF TAXABLE POSSESSORY INTEREST

In accordance with Revenue and Taxation Code section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

ARTICLE 67. SURVIVAL OF OBLIGATIONS

All reresentations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

END OF GENERAL CONDITIONS

00 73 13 – SPECIAL CONDITIONS

1.1 Engineer of Record.

A. For purposes of this Project, the Engineer of Record or Engineer shall be: _____.

1.2 Location of the Project.

A. The Project is located _____.

B. The general location of the Project is shown on City Drawing No. _____.

1.3 Shared Cost Savings for Reductions in Contract Price; Value Engineering. Should the cost of construction be less than the agreed upon Contract Price, then the savings shall be shared between the Contractor and the City. The Contractor shall receive twenty-five percent (25%) of any reductions realized in the Contract Price, and the City shall receive the remaining seventy-five percent (75%) of the savings.

1.4 Status of the Project Area and Rights-of-Way.

A. City, at its expense, will provide all rights-of-way or permits, or both, covering the crossing of private property and public and private rights-of-way necessary for the permanent Work; provided, however, Contractor shall, at its expense, obtain any bonds or insurance policies or pay any fees and enter into any agreements required by a controlling authority, *e.g.*, Caltrans or Union Pacific Railroad Company, before Contractor enters upon any property or right-of-way under the jurisdiction of any such controlling authority for the purpose of performing Work.

B. City has acquired or is negotiating to acquire any rights-of-way, or both, necessary for the permanent Work.

C. If such permits are required, all operations of Contractor shall conform to the restrictions, regulations, and requirements set forth in said permits, copies of which will be included in the Contract Documents.

D. Contractor may be required, as a condition for receiving final payment, to obtain, and provide City's Representative with copies of, executed damage releases from the owners of public and private property whose property has been damaged by the Work. The damage releases will be on a form provided by City.

E. Contractor shall, also, as a condition for receiving final payment, obtain, and provide City's Representative with copies of, executed damage releases from the owners of certain public and private property or areas which have been crossed by the Work or otherwise affected by the Work. The damage releases will be on a form provided by City.

1.5 Site Data.

A. The data provided herein is for the information of Contractor and is subject to all limitations and conditions set forth in the Contract Documents.

B. Subsurface Exploration Data. The following data are included in the Project Manual:

1. _____

C. Other Site Data. The following data are available for inspection at City's office:

1. _____

Copies of these reports, drawings and other materials may be examined at City's office during regular business hours.

1.6 Pre-Purchased or Pre-Negotiated Material.

[NOT USED.]

OR

*** INSERT THIS PARAGRAPH WHEN CITY HAS PRE-PURCHASED OR PRE-NEGOTIATED PRICES FOR MATERIAL OR EQUIPMENT FOR INCORPORATION INTO THE PROJECT***]

A. City has [**INSERT "pre-purchased" OR "pre-negotiated prices for"**] the following equipment and/or material to be incorporated into the Project:

- ___
- ___
- ___

B. Contractor is responsible for coordination with manufacturer and complete installation of the equipment and/or material as if Contractor had purchased it directly.

1.7 Designation of City's Representative.

A. Unless otherwise modified by City, City's Representative shall be _____.

1.8 Modification of Hours of Work.

[NOT USED.]

OR

INSERT PERMISSIBLE HOURS OF WORK IF NOT 7:00 a.m. and 3:30 p.m. M – F. CONSIDER ANY NOISE RESTRICTIONS FOR BLASTING OR CRUSHING AND ANY TRAFFIC RESTRICTIONS FOR ROAD CLOSURES]

1.9 Project Retention

In accordance with Public Contract Code § 7201, City will withhold 5% of each progress payment as retention on the Project.

[OR]

In accordance with Public Contract Code § 7201, City has approved a finding that the Project is substantially complex and will withhold 10% of each progress payment as retention on the Project. A copy of City's finding is attached as **Attachment A** to the Contract Documents.

1.10 Reverse Liquidated Damages Due to Unreasonable City Delay.

A. In compliance with the provisions of California Public Contract Code § 7102, the Contractor will be compensated for damages incurred due to delays in completing the Work due solely to the fault of the City, where such delay is unreasonable under the circumstances and not contemplated by the parties and such delay is not the result of Additional Work. The Contractor and City agree that determining actual damages is impracticable and extremely difficult. As such, the Contractor shall be entitled to the appropriate time extension and to payment of liquidated damages in the sum of **$[INSERT AMOUNT]** per Day of delay in excess of the time specified for the Completion of the Work. Such amount shall constitute the only payment allowed and shall necessarily include all overhead (direct or indirect), all profit, all administrative costs, all bond costs, all labor, materials, equipment and rental costs, and any other costs, expenses and fees incurred or sustained as a result of such delay. The Contractor expressly agrees to be limited solely to the liquidated damages for all such delays as defined in this subsection.

1.11 Liquidated Damages Due to Contractor Delay.

A. Time is of the essence. Should Contractor fail to complete all or any part of the Work within the time specified in the Contract Documents, City will suffer damage, the amount of which is difficult, if not impossible, to ascertain and, pursuant to the authority of Government Code section 53069.85, City shall therefore be entitled to $[INSERT AMOUNT] per Day as liquidated damages for each Day or part thereof that actual completion extends beyond the time specified.

B. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent City, in case of Contractor's default, from terminating the Contractor.

1.12 Utility Outages – Notices to Residents.

A. Should Contractor's operations require interruption of any utility service, Contractor shall notify City at least ten (10) Days prior to the scheduled outage. Contractor will notify all impacted residents on a form provided by City at least seven (7) Days prior to the scheduled outage.

B. Contractor shall be responsible for providing, at its cost, any temporary utility or facilities necessitated by the utility outage.

1.13 Schedule Constraints.

NOT USED.

OR

A. It is anticipated that the Contractor will be unable to [***INSERT SCOPE OF CONSTRAINT, FOR EXAMPLE "access the Site," OR "perform certain construction activities"] because [INSERT SCHEDULE CONSTRAINTS SUCH AS NESTING PERIODS, TRAFFIC RESTRICTIONS, COMMUNITY EVENTS IMPACTING SITE, ETC.***] on the following dates:

[INSERT DATES]

B. City has considered these Schedule Constraints when determining the Contract Times and no additional time or compensation will be added to the Contract due to these Constraints.

1.14 Noise Restrictions

NOT USED.

OR

A. Contractor shall use only such equipment on the Work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by Cal/OSHA.

B. Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements.

C. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

OR

[***CITY TO INSERT SPECIFIC NOISE RESTRICTIONS, INCLUDING ANY RESTRICTIONS MANDATED BY PROJECT ENVIRONMENTAL DOCUMENT. RESTRICTIVE LANGUAGE SHOULD BE INCLUDED IF PROJECT AFFECTS RESIDENTIAL AREA ***]

1.15 Safety Programs.

[NOT USED.

OR

A. In addition to all other safety requirements of the Contract Documents, Contractor must comply with [INSERT NAME OF SAFETY PROGRAM] at all times during the completion of the Work.

B. City has considered these Safety Programs when determining the Contract Times and no additional time or compensation will be added to the Contract due to these Programs.]

1.16 Coordination with Other Contractors.

NOT USED.

OR

A. In addition to the Contract requirements relating to other work at the Site, City anticipates that other contractors will be performing work within the Site. Specifically:

[INSERT NAME OF CONTRACTOR (IF KNOWN), DATES OF WORK AND LOCATION OF WORK]

B. City has considered these other contractors when determining the Contract Times and no additional time or compensation will be added to the Contract due to these other contractors.

END OF SPECIAL CONDITIONS

01 00 00 – GENERAL REQUIREMENTS

PART 1 -- GENERAL

1.1 DESCRIPTION

A. To be added

1.2 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION

3.1 LAYOUT OF WORK AND QUANTITY SURVEYS

A. General. The Contractor shall utilize a properly licensed surveyor to perform all layout surveys required for the control and completion of the Work, and all necessary surveys to compute quantities of Work performed.

City and/or the Engineer of Record has established primary control to be used by the Contractor for establishing lines and grades required for the Work.

Primary control consists of benchmarks and horizontal control points in the vicinity of the Work. A listing and identification of the primary control is provided on the Drawings. Before beginning any layout work or construction activity, the Contractor shall check and verify primary control, and shall advise the City Representative of any discrepancies.

B. Quantity surveys. The Contractor shall perform such surveys and computations as are necessary to determine quantities of Work performed or placed during each progress payment period, and shall perform all surveys necessary for the City Representative to determine final quantities of Work in place. The City Representative will determine final quantities based upon the survey data provided by the Contractor, and the design lines and grades. If requested by the City Representative, the Contractor shall provide an electronic copy of data used for quantity computations.

All surveys performed for measurement of final quantities of Work and material shall be subject to approval of City's Representative. Unless waived by City's Representative in each specific case, quantity surveys made by the Contractor shall be made in the presence of City's Representative.

C. Surveying

1. Accuracy. Degree of accuracy shall be an order high enough to satisfy tolerances specified for the Work and the following:

(a) Right-of-way and alignment of tangents and curves shall be within 0.1 foot.

(b) Structure points shall be set within 0.01 foot, except where operational function of the special features or installation of metalwork and equipment require closer tolerances. When formwork has been placed and is ready for concrete, the Contractor shall check the formwork for conformance with the drawings and to ensure that the forms are sufficiently within the tolerance limits for the completed work.

(c) Cross-section points shall be located within 0.1 foot, horizontally and vertically.

(d) Aerial Mapping shall meet National Mapping Standards for 2-foot contour intervals.

D. Records. Survey data shall be recorded in accordance with recognized professional surveying standards. Original field notes, computations, and other surveying data shall be recorded on electronic data collectors or in standard field books and must be of sufficient quality to enable the Contractor to prepare accurate record drawings as required by the Contract Documents.

E. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required for surveys for the layout of work and quantity surveys shall be included in the Schedule of Pay Items for items of work requiring the surveys. No additional compensation shall be made to the Contractor for this Work.

3.2 SCHEDULE

A. Estimated Schedule. Within 14 Days after the issuance of the Notice to Proceed, Contractor shall prepare a Project schedule and shall submit this to the Engineer for Approval. The receipt or Approval of any schedules by the Engineer or the City shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time period. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the Engineer.

B. Schedule Contents. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Project within the time specified for completion. The overall Project Schedule duration shall be within the Contract time.

C. Schedule Updates. Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the Engineer monthly when requested to do so by Engineer. Contractor shall also submit schedules showing a three week detailed look-ahead at bi-weekly meetings conducted

with the City. The Engineer may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

3.3 TEMPORARY FIELD OFFICE

NOT USED.

OR

A. Inspector's Field Office. Contractor shall be responsible for providing the inspector's field office. The office shall be a substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key type lock or padlock clasp. The office shall have heating and air conditioning and shall be equipped with a telephone, a telephone answering machine, high-speed internet connection, and a fax machine at Contractor's expense. A table satisfactory for the study of plans and two chairs shall be provided by Contractor. Contractor shall provide and pay for adequate electric lights, local telephone service, and adequate heat and air conditioning for the field office until authorized removal.

B. Utility Services. Contractor, at its expense, shall arrange for, develop and maintain all utilities, including but not limited to water, electric power, sewage disposal and telephone communications, at the Site to meet the requirements of the Work.

C. Sanitation. The Contractor shall provide sanitary facilities for all persons working on the project. These facilities shall be kept clean and shall not be unsightly or produce odors.

3.4 PROTECTION OF WORK AND PROPERTY

A. All traffic detector loops, fences, walls, culverts, property line monuments, or other obstructions (except property line monuments within five (5) feet of the centerline of the mains) which are removed, damaged, or destroyed in the course of the Work, shall be replaced or repaired to the original condition. If Contractor provides the City with reasonable notice of the need for such repair or replacement, it shall be performed by the City. If the Contractor fails to provide the City with reasonable notice, the repair or replacement shall be performed by and at the expense of the Contractor to the satisfaction of the City, whether or not those obstructions have been shown on the Plans, unless otherwise stated herein. It is then the Contractor's responsibility to employ at its expense a Licensed Land Surveyor to restore all property line monuments located more than five (5) feet from the centerline of the mains, which are destroyed or obliterated. Property line monuments located within five (5) feet of the centerline of the mains will be replaced by the City at no expense to the Contractor, provided the City is notified at least 48 hours before the property line monuments are damaged.

B. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.

C. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by the Work operations. Contractor shall:

1. Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.

2. Provide substantial barricades around any shrubs or trees indicated to be preserved.

3. Deliver materials to the Project site over a route designated by the Engineer.

4. Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the City shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.

5. Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the Engineer. Contractor shall not unreasonably encumber the Project site with its materials.

6. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by a civil engineer or land surveyor acceptable to the City, at no cost to the City.

7. Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the City.

8. Preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs that have been placed within the right-of-way.

9. At the completion of work each day, leave the Project site in a clean, safe condition.

10. Comply with any stage construction and traffic control plans. Access to residences and businesses shall be maintained at all times, unless otherwise permitted in writing by the City.

D. These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the Work involved in the preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefore.

E. Should damage to persons or property occur as a result of the Work, Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The

City shall be entitled to inspect and copy any such documentation, video, or photographs.

3.5 SITE CONDITIONS SURVEYS

A. Work Included.

Contractor shall conduct thorough pre-construction and post-construction site condition surveys of the entire project area. Site Conditions surveys shall include written documentation of the conditions found, as well as photographs and video recordings of the area within at least 80 feet of any construction area and staging area. The written notes, photographs, and video shall be suitable for forensic purposes to resolve any damage claims that may arise as a result of construction.

B. Submittals.

1. Written documentation of site condition survey at pre-construction and post-construction.

2. Photographs as described herein of pre-construction and post-construction conditions.

3. Video recordings as described herein of pre-construction and post-construction conditions.

4. Submittals shall be made within three days of the surveys. All post-construction data shall be submitted prior to the final project inspection.

C. Site Condition Written Documentation.

Written documentation shall include the time, date, and conditions under which the site survey was made. The documentation shall note the condition of structures, pavement, sidewalks, utilities, fences, and etc. within the work areas.

D. Photographs.

1. General – Contractor shall take enough photographs during each site survey to provide a record of conditions existing prior to construction and conditions after construction. Pre-construction photographs shall be taken prior to any construction or mobilization of equipment, but not more that one week prior to actual start of work. The pre-construction photographs may be staged at different times to match the progression of the Work.

2. The photographs shall document existing damage to public and private facilities, both prior to and after construction. Conditions to be documented include, but are not limited to: sidewalk cracks, broken curbs, separated property walls, improvements within public right-of-ways, access roads used, utility covers and markings, signs, pavement striping, pavement, unique or unusual conditions, adjacent driveways, landscaping, survey markers, and any feature directed by the Engineer. Private property that is adjacent to the public right-of-way shall be documented to the extent visible from the public right-of-way.

3. Photographs shall include items to indicate scale, as needed. In particular, scales or other items shall be laid next to close ups of structural cracks and other damaged areas being recorded. Scaling shall also be used to document elevation differences, as needed.

4. One set of color prints shall be submitted. Additional sets shall be available for reviewing in settling any construction disputes. A set of photos shall also be furnished in electronic format. The resolution shall be at least equal to 7 mega-pixels. All photos shall be documented as to time and date taken, photographer, project number, location, and orientation. Documentation shall include a brief description of objects photographed.

E. Video Recording.

1. Video recordings shall document the conditions of the entire area affected by construction, as well as nearby structures and facilities. The general documentation requirements for videos are the same as for photographs. Video recorders shall accurately and continuously record the time and date.

2. Video recordings shall include an audio portion made simultaneously during the videoing. The audio recording shall describe the location, time, orientation, and objects being recorded. Special commentary shall be provided for unusual conditions or damage noted.

3. Video equipment shall be capable of producing high resolution images and shall have zoom capabilities.

4. Video recordings shall provide an overall picture of the sites and shall provide detailed images of damaged areas. Video shall extend to the maximum height of structures.

5. The Engineer shall have the right to reject any audio video recordings submitted with unintelligible audio, uncontrolled pan or zoom, or of poor quality. Video recordings shall be repeated when rejected.

6. Video recordings shall be submitted with labels indicating the project, date, recorder, and other pertinent information. Recordings shall be submitted on standard DVDs in a standard format.

F. Timing.

Contractor shall provide written notice of the time scheduled for the site conditions survey and the place it is to begin. Contractor shall obtain the Engineer's concurrence prior to beginning the condition survey. The Engineer reserves the right to cancel the survey due to weather conditions or other problems. Videoing shall be done during times of good visibility and no videoing or photography shall be done during periods of visible precipitation or when standing water obscures pavement. Contractor shall provide the Engineer with an opportunity to have a representative present when taking the photos and provide guidance during photographing.

G. Site Surveyor.

The site condition surveyor(s) shall be experienced in construction and potential damage concerns. The site condition surveyor(s) shall be familiar with the photography and video equipment being used.

H. Field Quality Control.

Prior to submitting videos and photographs, the Contractor shall spot check the photos and videos in the field to insure they accurately reflect the actual conditions and to insure they are correctly labeled.

I. Soils Compaction Testing.

1. All soils compaction testing will be done by a licensed geotechnical engineer furnished by the City. Soils compaction testing will be done for all footings and foundations prior to placement of rebar or concrete.

2. For pipeline construction, soil compaction testing will be done at 100-foot intervals at the bottom of the trench prior to placement of pipe bedding; at the top of the pipe bedding above the pipe; every two vertical feet of trench backfill; at the top of the trench backfill, which sould be the bottom of the pavement section; and at the top of the aggregate base prior to pavement construction.

3.6 SUBMITTAL REQUIREMENTS FOR MANUALS AND RECORD DRAWINGS

A. General. The Contractor shall furnish all materials and perform all Work required for furnishing submittals to City in accordance with Contract Documents.

B. Technical Manuals.

1. The Contractor shall submit technical operation and maintenance information for each item of mechanical, electrical and instrumentation equipment in an organized manner in the Technical Manual. It shall be written so that it can be used and understood by City's operation and maintenance staff.

2. The Technical Manual shall be subdivided first by specification section number; second, by equipment item; and last, by "Category." "Categories" shall conform to the following (as applicable):

(a) Category 1 - Equipment Summary:

(1) Summary: A summary table shall indicate the equipment name, equipment number, and process area in which the equipment is installed.

(b) Category 2 - Operational Procedures:

(1) Procedures: Manufacturer-recommended procedures on the following shall be included in Part 2:

a. Installation

b. Adjustment

c. Startup

d. Location of controls, special tools, equipment required, or related instrumentation needed for operation

e. Operation procedures

f. Load changes

g. Calibration

h. Shutdown

i. Troubleshooting

j. Disassembly

k. Reassembly

l. Realignment

m. Testing to determine performance efficiency

n. Tabulation of proper settings for all pressure relief valves, low and high pressure switches, and other protection devices

o. List of all electrical relay settings including alarm and contact settings

(c) Category 3 - Preventive Maintenance Procedures:

(1) Procedures: Preventive maintenance procedures shall include all manufacturer-recommended procedures to be performed on a periodic basis, both by removing and replacing the equipment or component, and by leaving the equipment in place.

(2) Schedules: Recommended frequency of preventive maintenance procedures shall be included. Lubrication schedules, including lubricant SAE grade, type, and temperature ranges, shall be covered.

(d) Category 4 - Parts List:

(1) Parts List: A complete parts list shall be furnished, including a generic description and manufacturer's identification number for each part. Addresses and telephone numbers of the nearest supplier and parts warehouse shall be included.

(2) Drawings: Cross-sectional or exploded view drawings shall accompany the parts list.

(e) Category 5 - Wiring Diagrams:

(1) Diagrams: Part 5 shall include complete internal and connection wiring

diagrams for electrical equipment items.

(f) Category 6 - Shop Drawings:

(1) Drawings: This part shall include approved shop or fabrication drawings, complete with dimensions.

(g) Category 7 - Safety:

(1) Procedures: This part describes the safety precautions to be taken when operating and maintaining the equipment or working near it.

(h) Category 8 - Documentation:

(1) All equipment warranties, affidavits, and certifications required by the Technical Specifications shall be placed in this part.

3. The Contractor shall furnish to City six (6) identical Technical Manuals. Each set shall consist of one or more volumes, each of which shall be bound in a standard binder.

C. Spare Parts List - The Contractor shall furnish to City six (6) identical sets of spare parts information for all mechanical, electrical, and instrumentation equipment. The spare parts list shall include the current list price of each spare part. The spare parts list shall include those spare parts which each manufacturer recommends be maintained by City in inventory. Each manufacturer or supplier shall indicate the name, address, and telephone number of its nearest outlet of spare parts to assist City in ordering. The Contractor shall cross-reference all spare parts lists to the equipment numbers designated in the Contract Documents. The spare parts lists shall be bound in standard size, 3-ring binder.

D. Record Drawings

1. The Contractor shall maintain one record set of Drawings at the Site. On these, it shall mark all Project conditions, locations, configurations, and any other changes or deviations which may vary from the information represented in the original Contract Documents, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Drawings. Said record drawings shall be supplemented by any detailed sketches as necessary or directed to fully indicate the Work as actually constructed. These master record drawings of the as-built conditions, including all revisions made necessary by Addenda and Change Orders shall be maintained up-to-date during the progress of the Project. Red ink shall be used for alterations and notes. Notes shall identify relevant Change Orders by number and date.

2. For all Projects involving the installation of any pipeline, Contractor shall survey and record the top of the pipe at a minimum of every 100 linear feet, and at each bend, recording both the horizontal and vertical locations.

3. Record drawings shall be accessible to City's Representative at all times during the construction period. Failure on the Contractor's part to keep record drawings current could result in withholding partial payment.

4. Upon Completion of the Project and as a condition of final acceptance, the Contractor shall finalize and deliver a complete set of Record Drawings to City's Representative. The information submitted by the Contractor will be assumed to be correct, and the Contractor shall be responsible for, and liable to City, for the accuracy of such information, and for any errors or omissions which may or may not appear on the Record Drawings.

E. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete the Manuals and Record Drawings shall be included in Contractor's bid and distributed in the Schedule of Pay. No additional compensation shall be made to the Contractor for this Work.

3.7 MATERIALS

A. Materials to be Furnished by the Contractor

1. Inspection of Materials. Materials furnished by the Contractor which will become a part of the Project shall be subject to inspection at any one or more of the following locations, as determined by City's Representative: at the place of production or manufacture, at the shipping point, or at the site of the Work. To allow sufficient time to provide for inspection, the Contractor shall submit to City's Representative, at the time of issuance, copies of purchase orders or other written instrument confirming procurement of the materials, including drawings and other pertinent information, covering materials on which inspection will be made.

2. No later than fourteen (14) Days prior to manufacture of material, Contractor shall inform City's Representative, in writing, the date the material is to be manufactured.

3. Contractors Obligations. The inspection of materials at any of the locations specified above or the waiving of the inspection thereof shall not impact whether the materials and equipment conform to the Contract Documents. Contractor will not be relieved from furnishing materials meeting the requirements of the Contract Documents due to City's inspection or lack of inspection of the equipment or materials. Acceptance of any materials will be made only after materials are installed in the Project.

4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to accommodate City's testing efforts, including any travel required by Contractor's forces, shall be included in Contractor's bid and distributed in the Schedule of Pay Items related to the materials requiring testing. No additional compensation shall be made to the Contractor for this Work.

3.8 LOCAL CONDITIONS AND REQUIREMENTS

A. Access to Work and Haul Routes

1. General. All work on the rights-of-way necessary for access to the Site shall be performed by the Contractor.

2. Access, Damage, Restoration. The Contractor shall make his own investigation of the condition of available public or private roads and of clearances, restrictions, bridge-load limits, permit or bond requirements, and other limitations that affect or may affect transportation and ingress or egress at the Site. Claims for changes in Contract Price or Contract Times arising out of the unavailability of transportation facilities or limitations thereon shall not be considered by City.

3. The Contractor shall maintain and repair any damage arising out of Contractor's operations to all roads used during construction of the Project, and upon completion of all Work, but prior to final acceptance, the roads shall be restored to their original condition. Prior to using any road for access to the Site, the Contractor shall conduct a photograph and/or video survey of the roadway with a copy submitted to City's Representative.

4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

B. Power. Contractor shall provide at its own expense all necessary power required for operations under the contract. The Contractor shall provide and maintain in good order such modern equipment and installations as shall be adequate in the opinion of the Engineer to perform in a safe and satisfactory manner the Work required by the contract.

C. Construction Water.

1. Construction water shall not be used for purposes other than those required to satisfactorily complete the contract.

2. All connections to the City's water system used for the purposes of obtaining construction water shall utilize a temporary construction meter and backflow prevention device supplied by the City. The City-furnished backflow prevention device shall be tested immediately after installation and the construction meter and backflow prevention device shall not be placed into service until the backflow prevention device passes such tests. Backflow prevention device testing shall be performed in accordance with applicable standards, and test results shall be provided to the Engineer. If the temporary construction meter and backflow prevention device are moved to alternate location(s) during construction, the backflow prevention device shall again be tested as described above immediately after re-installation.

3. For each temporary construction meter requested by the Contractor for the performance of work under this contract, an amount equivalent to the deposit requirement for temporary construction meters listed in the current approved version of the City's Policies and Procedures Manual shall be withheld from the final contract payment until the temporary construction meters are returned.

D. Operation of Existing Water Facilities

1. The Contractor shall not operate any of the existing water systems, including pumps, motors, and hydrants, but shall contact the City two (2) working days in advance with a list and location of the water system facilities that will require operating, opening, stopping, or closure by the City.

2. At the option of the Engineer, the Contractor may be permitted to operate valves for the purpose of making connections to existing mains. The City will perform all notification to existing customers regarding temporary loss of service.

3. Contractor shall submit a request on City's standard form for any shut-down of existing water facilities.

4. [**INSERT CONTRACTOR'S NOTICE (DOOR HANGERS) REQUIREMENTS, IF ANY**].

E. Construction at Existing Utilities

1. General. Where the Work to be performed crosses or otherwise interferes with water, sewer, gas, or oil pipelines; buried cable; or other public or private utilities, the Contractor shall perform construction in such a manner so that no damage will result to either public or private utilities. It shall be the responsibility of the Contractor to determine the actual locations of, and make accommodates to maintain, all utilities.

2. Permission, Notice and Liability. Before any utility is taken out of service, permission shall be obtained by the Contractor from the owner. The owner, any impacted resident or business owner and the City Representative will be advised of the nature and duration of the utility outage as well as the Contractor's plan for providing temporary utilities if required by the owner. The Contractor shall be liable for all damage which may result from its failure to maintain utilities during the progress of the Work, and the Contractor shall indemnify City as required by the Contract Documents from all claims arising out of or connected with damage to utilities encountered during construction; damages resulting from disruption of service; and injury to persons or damage to property resulting from the negligent, accidental, or intentional breaching of utilities.

3. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

F. Traffic Control

1. General. Contractor shall abide by traffic control plans approved by the appropriate jurisdiction.

2. Protections. Roads subject to interference by the Work shall be kept open or suitable temporary passages through the Work shall be provided and maintained by the Contractor. The Contractor shall provide, erect, and maintain all necessary

barricades, suitable and sufficient flasher lights, flag persons, danger signals, and signs, and shall take all necessary precautions for the protection of the Work and the safety of the public. No construction work along public or private roads may proceed until the Contractor has proper barricades, flasher lights, flag persons, signals, and signs in place at the construction site.

3. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

G. Cleaning Up

1. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Contractor shall also clean all asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment. The use of water, resulting in mud on streets, will not be permitted as substitute for sweeping or other methods. Dust control may require having a water truck onsite for the duration of the project, and/or use of temporary hoses and pipelines to convey water.

2. Contractor shall fully clean up the site at the completion of the Work. If the Contractor fails to immediately clean up at the completion of the Work, the City may do so and the cost of such clean up shall be charged back to the Contractor.

3.9 ENVIRONMENTAL QUALITY PROTECTION

A. Environmental Conditions

NOT USED.

OR

1. Contractor must comply with all applicable environmental laws, Project conditions, and constraints, including, but not limited to:

[LIST ALL ENVIRONMENTAL DOCUMENTS AND PERMITS APPLICABLE TO THE PROJECT]

2. City has considered these Environmental Conditions when determining the Contract Times and no additional time or compensation will be added to the Contract due to these Conditions.

B. Landscape and Vegetation Preservation

1. General. The Contractor shall exercise care to preserve the natural landscape and vegetation, and shall conduct operations so as to prevent unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the Work.

2. Damage and Restoration. Movement of crews and equipment within the rights-of-way and over routes provided for access to the Work shall be performed in a manner to prevent damage to property. When no longer required, construction roads shall be restored to original contours.

3. Upon completion of the Work, and following removal of construction facilities and required cleanup, land used for construction purposes and not required for the completed installation shall be scarified and regraded, as required, so that all surfaces are left in a condition that will facilitate natural revegetation, provide for proper drainage, and prevent erosion.

4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this Work, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

C. Protected Species

1. General. If, in the performance of the Work, evidence of the possible occurrence of any Federally listed threatened or endangered plant or animal is discovered, the Contractor shall notify the City Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to City within 2 Days.

2. Procedures. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the endangered plant or animal.

   If directed by the City Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Any City directed changes to the Work as a result of a siting will be pursuant to the Contract Documents.

3. False Siting. Any costs or delays incurred by City or the Contractor due to unreasonable or false notification of an endangered plant or animal will be borne by the Contractor.

4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

D. Preservation of Historical and Archeological Resources

1. General. If, in the performance of the Work, Contractor should unearth cultural resources (for example, human remains, animal bones, stone tools, artifacts and/or midden deposits) through excavation, grading, watering or other means, the Contractor notify the Construction/Archeological Monitor and/or the City Representative immediately, giving the location and nature of the findings.

Written confirmation of the evidence, location and nature of the findings shall be forwarded to the Construction/Archeological Monitor and/or City within 2 Days.

2. Procedures. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the cultural resource.

   If directed by the City Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or re-sequence and/or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Should the presence of cultural resources be confirmed, the Contractor will assist the City Representative and the Construction/Archeological Monitor in the preparation and implementation of a data recovery plan. The Contractor shall provide such cooperation and assistance as may be necessary to preserve the cultural resources for removal or other disposition. Any City directed changes to the Work as a result of the cultural resource will be pursuant to the Contract Documents.

3. Contractor's Liability. Should Contractor, without permission, injure, destroy, excavate, appropriate, or remove any cultural resource on or adjacent to the Site, it will be subject to disciplinary action, arrest and penalty under applicable law. The Contractor shall be principally responsible for all costs of mitigation and/or restoration of cultural resources related to the unauthorized actions identified above. Contractor shall be required to pay for unauthorized damage and mitigation costs to cultural resources (historical and archeological resources) as a result of unauthorized activities that damage cultural resources and shall indemnify City pursuant to the Contract Documents.

4. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

E. Dust and Pollution Control

1. Contractor shall provide all necessary material, equipment and labor to prevent and control the emission of dust and any other potential pollutant on site.

2. Contractor shall not discharge into the atmosphere from any source smoke, dust or other air contaminants in violation of the law, rules, and regulations of the governing agency.

3. Cost. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to comply with this paragraph, shall be included in Contractor's bid and distributed in the Schedule of Pay Items. No additional compensation shall be made to the Contractor for this Work.

F. Fugitive Dust

NOT USED.

OR

1. In addition to all other environmental and air quality requirements of the Contract Documents, Contractor must also comply with the most recent version of any rules implemented by the Air Quality Management District (AQMD) with jurisdiction over the Project in order to reduce the amount of particulate matter entrained in the ambient air as a result of the Project. All equipment shall be AQMD compliant and permitted, as needed.

2. City has considered these other requirements when determining the Contract Times and no additional time or compensation will be added to the Contract due to these requirements.

G. Management of Storm, Surface and Other Waters

1. Storm water, surface water, groundwater, and nuisance, or other waters may be encountered at various times during construction of the Project. Federal and State laws require the City and its contractors to manage such waters pursuant to the requirements of California State Water Resources Control Board Order Number 2009-0009-DWQ, the Federal Clean Water Act, and the California Porter Cologne Water Quality Control Act. Contractor acknowledges that it has investigated the risk arising from such waters in conjunction with the Project, and assumes any and all risks and liabilities arising therefrom.

2. The Contractor shall perform all construction operations in such a manner as to comply, and ensure all subcontractors to comply, with all applicable Federal, State, and local laws, orders, and regulations concerning the control and abatement of water pollution; and all terms and conditions of any applicable permits issued for the Project. In the event there is a conflict between Federal, State, and local laws, regulations, and requirements, the most stringent shall apply.

3. Contractor violations. If noncompliance should occur, the Contractor shall report this to the City Representative immediately, with the specific information submitted in writing within 2 Days. Consistent violations of applicable Federal, State, or local laws, orders, regulations, or Water Quality Standards may result in City stopping all site activity until compliance is ensured. The Contractor shall not be entitled to any change in Contract Price or Contract Times, claim for damage, or additional compensation by reason of such a work stoppage. Corrective measures required to bring activities into compliance shall be at the Contractor's expense.

4. Compliance with Construction General Storm water Permit. Contractor shall be required to comply with all aspects of the State Water Resources Control Board (State Board) Water Quality Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity (Permit) for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common area of development.

   (a) Contractor shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) for the Project site based on the appropriate Risk Level requirements, and draft and coordinate submittal of all Permit related

documents with City's Legally Responsible Person and/or Authorized Signatory as those terms are defined in the Permit. The Contractor shall submit the SWPPP to the City Representative for review not less than fifteen (15) Days prior to the start of on- site construction work. City will file the Notice of Intent and pay the filing fee.

(b) The SWPPP shall be developed by a Qualified SWPPP Developer and implemented by a Qualified SWPPP Practitioner as those terms are defined in the Permit and shall include industry standard requirements for water quality control including but not be limited to the following:

(1) Sediment and erosion control measures to manage sediment and erosion including vegetative practices, structural control, silt fences, straw dikes, sediment controls or operator controls as appropriate. Storm water management measures shall be instituted as required, including velocity dissipaters, and solid waste controls shall address controls for building materials and offsite tracking of sediment.

(2) Wastewater and storm water management controls to divert offsite surface flows around the Project site and to divert surface flows within the Project area away from areas of open earth or stockpiles of building and other materials. Wastewater from general construction activities, such as drain water collection, aggregate processing, concrete batching, drilling, grouting, or other construction operations, shall not enter flowing or dry watercourses without having met the authorized non-storm water discharge requirements listed in State Board Water Quality Order No. 2009-0009-DWQ, Section III.C., including proper notification to the Regional Water Board.

(3) Pollution prevention measures including methods of dewatering, unwatering, excavating, or stockpiling earth and rock materials which include prevention measures to control silting and erosion, and which will intercept and settle any runoff of sediment-laden waters.

(4) Turbidity prevention measures for prevention of excess turbidity including, but are not restricted to, intercepting ditches, settling ponds, gravel filter entrapment dikes, flocculating processes, recirculation, combinations thereof, or other approved methods that are not harmful to aquatic life. All such wastewaters discharged into surface waters, shall contain the least concentration of settleable material possible, and shall meet all conditions of section 402, the National Pollutant Discharge Elimination System (NPDES) permit.

(5) Overall construction site management measures to address changes at the Project site as the Project moves through different phases and changes that account for rainy and dry season management practices.

(6) Pollution control measures and construction activity methods that will prevent entrance, or accidental spillage, of solid matter, contaminants, debris, or other pollutants or wastes, into streams, flowing or dry watercourses, lakes, wetlands, reservoirs, or underground water sources. Such pollutants and wastes include, but are not restricted to: refuse, garbage, cement, sanitary waste, industrial waste, hazardous

materials, radioactive substances, oil and other petroleum products, aggregate processing, tailings, mineral salts, and thermal pollution.

(7) Control measures for stockpiled or deposited materials prohibiting the stockpile or deposit of excavated materials, or other construction materials, near or on stream banks, lake shorelines, or other watercourse perimeters where they can be washed away by high water or storm runoff, or can, in any way, encroach upon the watercourse.

(8) Develop and implement a Rain Event Action Plan (REAP), if required, that must be designed and implemented to protect all exposed portions of the site 48 hours prior to any likely precipitation event.

(9) Monitoring, reporting and record keeping, as necessary to achieve compliance with applicable Permit requirements, including but not limited to annual reports and rain event reports.

(c) Before any Permit related documents, including the SWPPP, rain event reports, or annual reports may be submitted to the State Board or implemented on the Project site, they must first be reviewed and approved by City.

(d) City retains the right to procure and maintain coverage under the Permit for the Project site if the Contractor fails to draft a SWPPP or other Permit related document, or fails to proceed in a manner that is satisfactory to City. City reserves the right to implement its own SWPPP at the Project site, and hire additional contractors to maintain compliance. Whether Contractor has adequately maintained compliance with the Permit shall be City's sole determination. In the event that Contractor has failed or is unable to maintain compliance with the Permit, any costs or fines incurred by City in implementing a SWPPP, or otherwise maintaining compliance with the Construction General Permit shall be paid by the Contractor.

(e) Failure to implement the SWPPP or otherwise comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify City as required by the Contract Documents for any noncompliance or alleged noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of City. City may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit.

5. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, district, drainage district, flood control district, and other local agencies regarding discharges of storm water, surface water, groundwater or other nuisance waters off of the Project site.

6. Oil storage tanks management.

(a) Storage tank placement. All oil or other petroleum product (hereinafter referred to collectively as oil) storage tanks shall be placed at least 20 feet from streams, flowing or dry watercourses, lakes, wetlands, reservoirs, and any other water source.

(b) Storage area dikes. Storage areas shall be diked at least 12 inches high or graded and sloped to permit safe containment of leaks and spills equal to the capacity of all tanks and/or containers located within each area, plus a sufficient amount of freeboard to contain the 25-year rainstorm.

(c) Diked area barriers. Diked areas shall have an impermeable barrier at least 10 mils thick. Areas used for refueling operations shall have an impermeable liner at least 10 mils thick buried under 2 to 4 inches of soil.

(d) Spill Prevention Control and Countermeasure Plan (SPCC). Where the location of a construction site is such that oil from an accidental spillage could reasonably be expected to enter into or upon the navigable waters of the United States or adjoining shorelines, and the aggregate storage of oil at the site is over 1,320 gallons or a single container has a capacity in excess of 660 gallons, the Contractor shall prepare an SPCC Plan. The Contractor shall submit the SPCC Plan to the Engineer at least 30 days prior to delivery or storage of oil at the site. The Plan must have been reviewed and certified by a registered professional engineer in accordance with 40 C.F.R., part 112

7. Underground tank prohibition. The Contractor shall not use underground storage tanks.

8. Construction safety standards. The Contractor shall comply with the sanitation and potable water requirements of Section 7 of United States Bureau of Reclamation's publication “Reclamation Safety And Health Standards.”

9. Other Permits.

   (a) Other permits applicable to the Project are listed in the Special Conditions. The Contractor shall obtain all other necessary licenses and permits.

   (b) Monitoring. The Contractor is required to conduct monitoring in order to meet the requirements of the permits, which may include sampling, testing and inspections.

   (c) Recordkeeping. The Contractor shall retain all records and data required by the permits for the time specified in the contract.

10. Cost. Except as specified herein, the cost of complying with this section shall be included in the Schedule of Pay Items for work which necessitate the water pollution prevention measures required by this paragraph.

END OF GENERAL REQUIREMENTS

EXHIBIT "A"
CHANGE ORDER FORM

City of Clayton

6000 Heritage Trail
Clayton, California 94517

Contract Change Order #

Project:

Change Order No.:

Orig. Contract Amt.: $ Days

Contract No.:

Contractor:

Prev. Appvd. Changes: $ Days

Owner: City of Clayton

This Change: $ Days

Revised Contract Amt.: $ Days

This Change Order covers changes to the subject contract as described herein. The Contractor shall construct, furnish equipment and materials, and perform all work as necessary or required to complete the Change Order items for a lump sum price agreed upon between the Contractor and City of Clayton, otherwise referred to as Owner.

Item No.	Description of Changes	Increase/ (Decrease) in Contract Amount	Contract Time Extension, Days
1			
2			
	Totals	**$**	

This Contract Change Order consists of **2 pages** and any exhibits attached to this Contract Change Order shall not be part of the Contract Change Order unless specifically initialed by or on behalf of both the Contractor and the City of Clayton.

Contract Change Order #_____ Page 1 of 2

The amount of the contract will be increased by the sum of $_____and the contract time shall be extended by working days. The undersigned Contractor approves the foregoing Change Order # as to the changes, if any, in the contract price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in work, and as to the extension of time allowed, if any, for completion of the entire work on account of said Change Order #. The Contractor agrees to furnish all labor and materials and perform all other necessary work, inclusive of the directly or indirectly related to the approved time extension, required to complete the Change order items. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the Owner.

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising out of or related to the subject of this Change Order and acknowledges that the compensation (time and cost) set forth herein comprises the total compensation due for the work or change defined in the Change Order, including all impact on any unchanged work. By signing this Change Order, the Contractor acknowledges and agrees that the stipulated compensation includes payment for all Work contained in the Change Order, plus all payment for any acceleration or interruption of schedules, extended overhead costs, delay, and all impact or cumulative impact on all Work under this Contract. The signing of this Change Order acknowledges full mutual accord and satisfaction for the change and that the stated time and/or cost constitute the total equitable adjustment owed the Contractor as a result of the change. The Contractor hereby releases and agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of, or as a result of, this Change Order and/or its impact on the remainder of the Work under the Contract.

Accepted:

_____ _____
(Signature) Contractor's Authorized Representative Date

Recommended:

_____ _____
(Signature) [**INSERT NAME, TITLE**] Date

Approved:

_____ _____
(Signature) [**INSERT NAME, TITLE**] Date

Item No.	Justification for Change(s)
1	
2	

This Contract Change Order consists of **2 pages** and any exhibits attached to this Contract Change Order shall not be part of the Contract Change Order unless specifically initialed by or on behalf of both the Contractor and the City of Clayton.

STAFF REPORT

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: Kris Lofthus, City Manager

DATE: July 7, 2026

SUBJECT: Introduction of Ordinance No. 504, Adding Section 2.02.040 to the City of Clayton Municipal Code, Under Title 2 Administration and Personnel Chapter 2.02 – General Municipal Election, Relating to the Electronic Filing of Fair Political Practices Commission Campaign Disclosure Statements

---

RECOMMENDATION

Introduction of Ordinance No. 504 Adding Section 2.02.040 to the City of Clayton Municipal Code, Under Title 2 Administration and Personnel Chapter 2.02 – General Municipal Election, Relating to the Electronic Filing of Fair Political Practices Commission Campaign Disclosure Statements

BACKGROUND

Public access to campaign disclosure information is a vital and integral component of a fully informed electorate. Transparency in campaign financing is critical to maintain public trust and support of the political process.

The Political Reform Act of 1974 requires specified candidates, committees, slate mailer organizations, and lobbyists to file campaign statements and reports online or electronically with the Secretary of State. The Act also requires certain entities to file campaign statements and reports with local filing officers as specified.

On January 1, 2013, Assembly Bill 2452 went into effect -- adding §84615 to the California Government Code Title 9. Political Reform, Chapter 4.6 Online Disclosure Act of 1997 -- which allows local government agencies to require an elected officer, candidate, committee, or other person to file statements, reports, or other documents online or electronically with its local filing officer, if the filer receives contributions or makes expenditures totaling $2,000 or more in a calendar year (Attachment III). This bill further authorizes the City Clerk to accept electronic filings in lieu of paper filings.

City Council candidates and campaign committees have traditionally filed paper copies of required campaign statements and reports. Once filed, the documents are made available for review by the public. The City Clerk's Office spends a significant amount of staff time making

paper filings readily available to the public, online and in person.

The proposed ordinance will allow for electronic and paperless filing and review of California Fair Political Practices Commission (FPPC) campaign disclosure statements.

DISCUSSION

Government Code §84615 requires local jurisdictions that accept electronic campaign form filings to enact an ordinance, with required findings, approving the use of an electronic system, which includes that the system will operate securely and effectively and will not unduly burden filers. The proposed ordinance will also designate the filings received electronically by the City Clerk's Office as the filings of record for the City.

Pursuant to California Government Code §84615, the City Council must adopt an Ordinance memorializing its approval to require and authorize the submission of electronic campaign disclosure forms with the City Clerk, as the local filing officer for the City of Clayton. The system must operate securely and effectively, be at no cost to filers, be available to the public to view filings, not place an undue burden on filers, and include procedures for filers to comply with the requirement that they sign statements and reports under penalty of perjury.

By adopting the proposed Ordinance, the City of Clayton will conserve resources and provide the public with more timely access to campaign statements and reports. Adoption of the Ordinance supports the City Clerk's goal of providing quality services and organizational effectiveness.

FISCAL IMPACT

Cost of the services are budgeted in FY 2026/27

CEQA IMPACT

Adopting these resolutions is an administrative action that is exempt from CEQA.

ATTACHMENTS

1. ATT A - ORD 504
2. ATT B - GOVERNMENT CODE - GOV TITLE 9. POLITICAL REFORM 81000

ORDINANCE NO. 504

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CITY OF CLAYTON ADDING SECTION 2.02.040 TO THE CITY OF CLAYTON MUNICIPAL CODE, UNDER TITLE 2 ADMINISTRATION AND PERSONNEL CHAPTER 2.02 – GENERAL MUNICIPAL ELECTION, RELATING TO THE ELECTRONIC FILING OF FAIR POLITICAL PRACTICES COMMISSION CAMPAIGN DISCLOSURE DOCUMENTS

THE CITY COUNCIL
City Of Clayton, California

The City Council of the City of Clayton DOES ORDAIN as follows:

WHEREAS, California Government Code Section 84615 provides that a legislative body of a local government agency may adopt an ordinance that requires an elected officer, candidate, committee, or other person required to file statements, reports or other documents required by Chapter 4 of the Political Reform Act, except those whose contributions received and expenditures made each total less than Two Thousand Dollars ($2,000) in a calendar year, to file such statements, reports, or other documents online or electronically with the City Clerk;

WHEREAS, the City Clerk will operate the electronic filing system in compliance with the requirements of California Government Code Section 84615 and any other applicable laws; and

WHEREAS, the City Council expressly finds and determines that the electronic filing system will operate securely and effectively and will not unduly burden filers. Specifically: (1) the system will ensure the integrity of the data and includes safeguards against efforts to tamper with, manipulate, alter, or subvert the data; (2) the system will only accept a filing in the standardized record format developed by the Secretary of State and compatible with the Secretary of State's system for receiving an online or electronic filing; and (3) the system will be available free of charge to filers and to the public for viewing filings.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLAYTON DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The Recitals above are true, correct, adopted, incorporated herein and made a part hereof.

SECTION 2. Title 2, Chapter 2.02 of the Clayton Municipal Code is hereby amended to add the following Section:

SECTION 2.02.040 - ELECTRONIC FILING OF CAMPAIGN DISCLOSURE DOCUMENTS

A. Any elected officer, candidate, committee or other person required to file statements, reports, or other documents with the City Clerk as required by Chapter 4 of the Political Reform Act (California Government Code Section 84100 et. seq.) and that has received contributions or made expenditures of $2,000 or more, shall

electronically file such statements, reports, or other documents using the City Clerk' s online system according to procedures established by the City Clerk.

B. Once an elected officer, candidate, committee member or other person has electronically filed any statement, report, or other document pursuant to subsection A, all subsequent statements, reports, or other documents on behalf of that filer shall be filed electronically to ensure reporting continuity.

C. Any elected officer, candidate, committee member or other person who has electronically filed a statement, report, or other document using the City Clerk' s online system is not required to file a copy of that statement in paper format with the City Clerk.

D. In any instance in which an original statement, report, or other document must be filed with the Secretary of State and a copy of that statement, report, or other document is required to be filed with the City Clerk, the filer may, but is not required to, file the copy electronically.

E. If the City Clerk' s online system cannot accept a particular type of statement, report, or other document, an elected officer, candidate, committee member or other person shall file that statement, report, or other document in paper format with the City Clerk.

F. The City Clerk' s office shall maintain, for a period of at least 10 years commencing from the date filed, a secured, official version of each online or electronic statement which shall serve as the official version of that record for purpose of audits.

SECTION 3. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Clayton hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof is declared invalid or unenforceable.

SECTION 4. EFFECTIVE DATE AND PUBLICATION. This ordinance shall take effect thirty (30) days after adoption. The City Clerk is directed to publish the title once and post a complete copy thereof on the City Council Chamber bulletin board for five (5) days prior to adoption.

* * * * *

The foregoing Ordinance was introduced at a regular public meeting of the City Council of Clayton, California held on the 7th day of July, 2026, by the following vote:

AYE:

NAY:

ABSENT:

ABSTAIN:

PASSED, ADOPTED AND ORDERED posted by the City Council of Clayton, California at a regular public meeting thereof on August 18, 2026, by the following vote:

AYE:

NAY:

ABSENT:

ABSTAIN:

THE CITY COUNCIL OF CLAYTON, CALIFORNIA

_____
Jeff Wan, Mayor

ATTEST:

_____
Melissa Rhodes, City Clerk

APPROVED AS TO FORM:

_____
Malathy Subramanian, City Attorney

APPROVED BY ADMINISTRATION

_____
Kris Lofthus, City Manager

GOVERNMENT CODE - GOV

TITLE 9. POLITICAL REFORM [81000 - 91014] *(Title 9 added June 4, 1974, by initiative Proposition 9.)*

CHAPTER 4.6. Online Disclosure Act of 1997 [84600 - 84616] *(Chapter 4.6 added by Stats. 1997, Ch. 866, Sec. 1.)*

84600. This chapter may be known and may be cited as the Online Disclosure Act.

(Amended by Stats. 2001, Ch. 917, Sec. 1. Effective October 14, 2001.)

84601. The Legislature finds and declares as follows:

(a) The people of California enacted one of the nation's most comprehensive campaign and lobbying financial disclosure laws when they voted for Proposition 9, the Political Reform Act of 1974, an initiative statute.

(b) Public access to campaign and lobbying disclosure information is a vital and integral component of a fully informed electorate.

(c) Advances in technology have made it necessary for the State of California to develop a new, data-driven online filing and disclosure system that provides public disclosure of campaign finance and lobbying information in a user-friendly, easily understandable format.

(d) Members of the public, including voters, journalists, and researchers, should be able to access campaign finance and lobbying information in a robust and flexible manner, including through searches and visual displays such as graphs and maps.

(Amended by Stats. 2016, Ch. 845, Sec. 1. (SB 1349) Effective January 1, 2017.)

84602. (a) To implement the Legislature's intent, the Secretary of State, in consultation with the Commission, notwithstanding any other provision of this code, shall do all of the following:

(1) Develop online and electronic filing processes for use by persons and entities specified in Section 84605 that are required to file statements and reports with the Secretary of State's office pursuant to Chapter 4 (commencing with Section 84100), Chapter 5 (commencing with Section 85100), and Chapter 6 (commencing with Section 86100). Those processes shall each enable a user to comply with all of the disclosure requirements of this title and shall include, at a minimum, both of the following:

(A) A means or method whereby filers subject to this chapter may submit required filings free of charge. Any means or method developed pursuant to this subparagraph shall not provide any additional or enhanced functions or services that exceed the minimum requirements necessary to fulfill the disclosure provisions of this title.

(B) The definition of a nonproprietary standardized record format or formats using industry standards for the transmission of the data that is required of those persons and entities specified in Section 84605 and that conforms with the disclosure requirements of this title. The Secretary of State shall hold public hearings before development of the record format or formats as a means to ensure that affected entities have an opportunity to provide input into the development process.

(2) Accept test files from software vendors and others wishing to file reports electronically, for the purpose of determining whether the file format is in compliance with the standardized record format developed pursuant to paragraph (1) and is compatible with the Secretary of State's system for receiving the data. A list of the software and service providers who have submitted acceptable test files shall be published by the Secretary of State and

made available to the public. Acceptably formatted files shall be submitted by a filer in order to meet the requirements of this chapter.

(3) Develop a system that provides for the online or electronic transfer of the data specified in this section using telecommunications technology that ensures the integrity of the data transmitted and that creates safeguards against efforts to tamper with or subvert the data.

(4) Make all the data filed available on the internet in an easily understood format that provides the greatest public access. The data shall be made available free of charge and as soon as possible after receipt. All late contribution and late independent expenditure reports, as defined by Sections 84203 and 84204, respectively, shall be made available on the internet within 24 hours of receipt. The data made available on the internet shall not contain the street name and building number of the persons or entity representatives listed on the electronically filed forms or any bank account number required to be disclosed pursuant to this title.

(5) Develop a procedure for filers to comply with the requirement that they sign under penalty of perjury pursuant to Section 81004.

(6) Maintain all filed data online for 10 years after the date it is filed, and then archive the information in a secure format.

(7) Provide assistance to those seeking public access to the information.

(8) Implement sufficient technology to seek to prevent unauthorized alteration or manipulation of the data.

(9) Provide the Commission with necessary information to enable it to assist agencies, public officials, and others with the compliance with, and administration of, this title.

(b) (1) To implement the Legislature's intent, as described in Section 84601, the Secretary of State, in consultation with the Commission, shall develop an online filing and disclosure system for use by persons and entities specified in Section 84605 that are required to file statements and reports with the Secretary of State's office pursuant to Chapter 4 (commencing with Section 84100), Chapter 5 (commencing with Section 85100), and Chapter 6 (commencing with Section 86100). The system shall enable a user to comply with all of the disclosure requirements of this title and shall include, at minimum, all of the following:

(A) A data-driven means or method that allows filers subject to this chapter to submit required filings free of charge in a manner that facilitates public searches of the data and does all of the following:

(i) Enables a filer to comply with all of the disclosure requirements of this title, including by entering or uploading requisite data or by indicating that the filer had no reportable activity during a particular reporting period.

(ii) Retains previously submitted data so that a filer can access that data to amend disclosures or prepare future disclosures. The system shall permit a filer to enter a contribution or independent expenditure transaction once and have the transaction appear on both a transactional report required by Section 84203, 84204, 84204.5, 84309, or 85500 and a periodic campaign statement required by this title.

(iii) Ensures the security of data entered and stored in the system.

(iv) To the extent feasible, is compatible with potential future capability to accept statements from filers specified in subdivisions (b) to (e), inclusive, of Section 84215.

(B) The definition of a nonproprietary standardized record format or formats using industry standards for the transmission of the data that is required of those persons and entities specified in Section 84605 and that conforms with the disclosure requirements of this title.

(2) The Secretary of State shall do all of the following with respect to the online filing and disclosure system developed pursuant to this subdivision:

(A) Accept test files from software vendors and others wishing to file reports electronically for the purpose of determining whether the file format is in compliance with the standardized record format developed pursuant to this subdivision and is compatible with the Secretary of State's system for receiving the data. The Secretary of State shall publish and make available to the public a list of the software and service providers who have submitted acceptable test files. A filer shall submit acceptably formatted files in order to meet the requirements of this chapter.

(B) Make the data filed available on the internet as follows:

(i) In a user-friendly, easily understandable format that provides the greatest public access, including online searches and machine-readable downloads of all data contained in the system, except as specified in clause (iii).

(ii) Free of charge and as soon as possible after receipt, or, in the case of late contribution, late in-kind contribution, and late independent expenditure reports, as defined by Sections 84203, 84203.3, and 84204, respectively, within 24 hours of receipt.

(iii) Not containing the street name or building number of the persons or entity representatives listed on the electronically filed forms or any bank account number required to be disclosed pursuant to this title, except that a nonresidential address of a committee under Section 82013 may be made available on the internet.

(iv) In a manner that allows the public to track and aggregate contributions from the same contributor across filers using a permanent unique identifier assigned by the Secretary of State for this purpose. The Secretary of State shall assign this identifier to, at minimum, each contributor who makes contributions totaling ten thousand dollars ($10,000) or more in a calendar year to, or at the behest of, candidates or committees that file electronically with the Secretary of State pursuant to subdivision (a) of Section 84215 or who files with the Secretary of State as a major donor committee under subdivision (c) of Section 82013.

(C) Develop a procedure for filers to comply electronically with the requirement to sign under penalty of perjury pursuant to Section 81004. The electronic signature procedure shall allow the filer to file with the Secretary of State and shall not require an original signature to be filed.

(D) Maintain all filed data online for at least 20 years after the date it is filed, and then archive the information in a secure format.

(E) Provide assistance to those seeking public access to the information.

(F) Implement sufficient technology to seek to prevent unauthorized alteration or manipulation of the data.

(G) Provide the Commission with necessary information to enable it to assist agencies, public officials, and others in complying with and administering this title.

(3) The Secretary of State shall do all of the following with respect to developing the online filing and disclosure system and record format pursuant to this subdivision:

(A) Consult with the Assembly Committee on Elections and Redistricting, the Senate Committee on Elections and Constitutional Amendments, the Commission, users, filers, and other stakeholders, as appropriate, about functions of the online filing and disclosure system.

(B) In consultation with the Commission, and no later than July 31, 2017, hold at least one public hearing to receive input about developing the online filing and disclosure system and record format.

(C) No later than December 31, 2017, submit a report to the Assembly Committee on Elections and Redistricting and the Senate Committee on Elections and Constitutional Amendments that includes a plan for the online filing and disclosure system, describes how members of the public will be able to query and retrieve data from the system, and includes a plan for integrating statements as specified in clause (iv) of subparagraph (A) of paragraph (1).

(4) The Secretary of State shall make the online filing and disclosure system developed pursuant to this subdivision available for use no later than February 2021.

(5) The Secretary of State may accept any funds, services, equipment, or grants to further this subdivision, provided that the Secretary of State shall notify the Assembly Committee on Elections and Redistricting and the Senate Committee on Elections and Constitutional Amendments upon accepting any amount valued at one hundred thousand dollars ($100,000) or more.

(6) Because the provisions of this chapter need to be implemented as expeditiously as possible, the information technology procurement requirements described in Chapter 5.6 (commencing with Section 11545) of Part 1 of Division 3 of Title 2 of this code, and in Section 12100 of the Public Contract Code, do not apply to development of the online filing and disclosure system pursuant to this subdivision. The Secretary of State shall consult with

the Department of Technology, as appropriate, in developing the online filing and disclosure system, in order to maximize project success, minimize life-cycle costs, and ensure the security of the system and its data.

(7) (A) Before making the system developed pursuant to this subdivision available for public use, the Secretary of State, in consultation with the Commission, shall test the system to ensure its functionality and then certify that the system meets all the requirements of this subdivision. The Secretary of State may consult with the Department of Technology as needed to fulfill the secretary's duties under this paragraph.

(B) After the system developed pursuant to this subdivision is certified, the system described in subdivision (a) shall no longer accept reports and filings, unless otherwise directed by the Secretary of State and the Commission. The system described in subdivision (a) shall continue to allow public access to past disclosures unless the Secretary of State migrates that data into the system described in this subdivision. To facilitate data conversion during migration, the Secretary of State may make minor technical modifications or corrections to the migrated data.

(c) On or before December 31, 2017, and on or before every April 15, July 15, October 15, and January 15 thereafter, the Secretary of State shall submit to the chairs of the Joint Legislative Budget Committee and the fiscal committees of the Legislature a quarterly report on the progress of the Cal-Access Project. Specifically, the Secretary of State shall certify whether the secretary (1) anticipates making or has made any changes to the project's scope, schedule, or budget and (2) considers any problems to be a risk to the project's completion according to the approved project schedule and budget. This reporting requirement shall end upon the completion or termination of the Cal-Access Project.

(Amended by Stats. 2019, Ch. 315, Sec. 9. (AB 946) Effective January 1, 2020.)

84602.1. (a) The Secretary of State shall, on or before June 30, 2007, fully implement this chapter as specified in Section 84602, including completing online lobbying registration forms so that all forms can be filed online as specified in Section 84602.

(b) On or before February 1, 2007, the Secretary of State shall report to the Legislature on all of the following:

(1) The implementation and development of the online and electronic filing and disclosure requirements of this chapter, with specific emphasis on the status of the development of a means or method described in paragraph (1) of subdivision (a) of Section 84602.

(2) Whether and to what extent any means or method has been deployed that allows filers to submit required filings free of charge, with an emphasis on the types of filers who are not yet able to complete all required online or electronic filings free of charge, what aspects of the filings are missing that prevent those filers from being able to complete all required online or electronic filings free of charge, the costs to those filers, and, if applicable, why a means or method has not yet been deployed and when one is likely to be deployed.

(3) What resources are necessary to complete efforts to allow filers to submit required filings free of charge, when completion is expected, and an explanation of why the original full allocation of requested funding did not provide the statutorily required free filing system.

(c) Additional reports to the Legislature pursuant to subdivision (b) shall be due on July 1, and December 1, of each year, until a means or method has been deployed that allows all filers who are required to file reports online or electronically to file those reports free of charge.

(Added by Stats. 2006, Ch. 69, Sec. 19. Effective July 12, 2006.)

84602.3. The Secretary of State shall conspicuously post on the Secretary of State's internet website hyperlinks to the internet website of any local government agency that contains publicly-disclosed campaign finance information. The Secretary of State shall update these hyperlinks no later than December 31 of each year.

(Amended by Stats. 2021, Ch. 50, Sec. 171. (AB 378) Effective January 1, 2022.)

84602.5. The Secretary of State shall disclose online pursuant to this chapter an index of the identification numbers, as assigned pursuant to subdivision (a) of Section 84101, of every person, entity, or committee that is obligated to make a disclosure pursuant to Chapter 4. This index shall be updated monthly except for the six-week period preceding any statewide regular or special election, during which period the index shall be updated weekly.

(Added by Stats. 1999, Ch. 208, Sec. 1. Effective January 1, 2000.)

84603. The Secretary of State, once all state-mandated development, procurement, and oversight requirements have been met, shall make public their availability to accept reports online or electronically. Any filer may then commence voluntarily filing online or electronically any required report or statement that is otherwise required to be filed with the Secretary of State pursuant to Chapter 4 (commencing with Section 84100) or Chapter 6 (commencing with Section 86100) of this title.

(Amended by Stats. 1999, Ch. 433, Sec. 3. Effective September 16, 1999.)

84605. (a) The following persons shall file online or electronically with the Secretary of State:

(1) Any candidate, including superior court, appellate court, and Supreme Court candidates and officeholders, committee, or other persons who are required, pursuant to Chapter 4 (commencing with Section 84100), to file statements, reports, or other documents in connection with a state elective office or state measure, provided that the total cumulative reportable amount of contributions received, expenditures made, loans made, or loans received is twenty-five thousand dollars ($25,000) or more. In determining the cumulative reportable amount, all controlled committees, as defined by Section 82016, shall be included. For a committee subject to this title prior to January 1, 2000, the beginning date for calculating cumulative totals is January 1, 2000. For a committee that is first subject to this title on or after January 1, 2000, the beginning date for calculating cumulative totals is the date the committee is first subject to this title. A committee, as defined in subdivision (c) of Section 82013, shall file online or electronically if it makes contributions of twenty-five thousand dollars ($25,000) or more in a calendar year.

(2) Any general purpose committees, as defined in Section 82027.5, including the general purpose committees of political parties, and small contributor committees, as defined in Section 85203, that cumulatively receive contributions or make expenditures totaling twenty-five thousand dollars ($25,000) or more to support or oppose candidates for any elective state office or state measure. For a committee subject to this title prior to January 1, 2000, the beginning date for calculating cumulative totals is January 1, 2000. For a committee that first is subject to this title on or after January 1, 2000, the beginning date for calculating cumulative totals is the date the committee is first subject to this title.

(3) Any slate mailer organization with cumulative reportable payments received or made for the purposes of producing slate mailers of twenty-five thousand dollars ($25,000) or more. For a slate mailer organization subject to this title prior to January 1, 2000, the beginning date for calculating cumulative totals is January 1, 2000. For a slate mailer organization that first is subject to this title on or after January 1, 2000, the beginning date for calculating cumulative totals is the date the organization is first subject to this title.

(4) Any lobbyist, lobbying firm, lobbyist employer, or other persons required, pursuant to Chapter 6 (commencing with Section 86100), to file statements, reports, or other documents, provided that the total amount of any category of reportable payments, expenses, contributions, gifts, or other items is two thousand five hundred dollars ($2,500) or more in a calendar quarter.

(b) The Secretary of State shall also disclose on the Internet any late contribution or late independent expenditure report, as defined by Sections 84203 and 84204, respectively, not covered by paragraph (1), (2), or (3) of subdivision (a) or any other provision of law.

(c) Committees and other persons that are not required to file online or electronically by this section may do so voluntarily.

(d) Once a person or entity is required to file online or electronically, subject to subdivision (a) or (c), the person or entity shall be required to file all subsequent reports online or electronically.

(e) It shall be presumed that online or electronic filers file under penalty of perjury.

(f) Persons filing online or electronically shall also continue to file required disclosure statements and reports in paper format. The paper copy shall continue to be the official filing for audit and other legal purposes until the Secretary of State, pursuant to Section 84606, determines the system is operating securely and effectively.

(g) The Secretary of State shall maintain at all times a secured, official version of all original online and electronically filed statements and reports required by this chapter. Upon determination by the Secretary of State, pursuant to Section 84606, that the system is operating securely and effectively, this online or electronic version shall be the official version for audit and other legal purposes.

(h) Except for statements related to a local elective office or a local ballot measure filed by a candidate for local elective office who is also a candidate for elective state office, a copy of a statement, report, or other document filed by online or electronic means with the Secretary of State shall not be filed with a local filing officer.

(Amended by Stats. 2010, Ch. 18, Sec. 6. (AB 1181) Effective January 1, 2011. Superseded on operative date of amendment by Stats. 2018, Ch. 662.)

84605. (a) The following persons shall file online or electronically with the Secretary of State:

(1) Any candidate, including superior court, appellate court, and Supreme Court candidates and officeholders, committee, or other persons who are required, pursuant to Chapter 4 (commencing with Section 84100) and Chapter 5 (commencing with Section 85100), to file statements, reports, or other documents in connection with a state elective office or state measure.

(2) Any state general purpose committees, as defined in Section 82027.5, including the general purpose committees of political parties, as defined in Section 85205, and small contributor committees, as defined in Section 85203.

(3) Any slate mailer organization that produces one or more slate mailers supporting or opposing candidates or measures voted on in a state election or in more than one county.

(4) Any lobbyist, lobbying firm, lobbyist employer, or other persons required, pursuant to Chapter 6 (commencing with Section 86100), to file statements, reports, or other documents.

(5) Any elected local government officer or candidate for elective local government office filing with the Secretary of State pursuant to Section 84226.

(b) The Secretary of State shall also disclose on the internet any late contribution or late independent expenditure report, as defined by Sections 84203 and 84204, respectively, not covered by paragraph (1), (2), or (3) of subdivision (a) or any other provision of law.

(c) It shall be presumed that online or electronic filers file under penalty of perjury.

(d) The Secretary of State shall maintain at all times a secured, official version of all original online and electronically filed statements and reports required by this chapter, which shall be the official version for audit and other legal purposes.

(e) Except for statements related to a local elective office or a local ballot measure filed by a candidate for local elective office who is also a candidate for elective state office, and for filings subject to Section 84226, a copy of a statement, report, or other document filed by online or electronic means with the Secretary of State shall not be filed with a local filing officer.

(Amended (as amended by Stats. 2018, Ch. 662, Sec. 25) by Stats. 2022, Ch. 500, Sec. 2. (AB 2528) Effective January 1, 2023. Conditionally operative as prescribed by its own provisions.)

84606. The Secretary of State shall determine and publicly disclose when the online and electronic disclosure systems are operating effectively. In making this determination, the Secretary of State shall consult with the commission, the Department of Information Technology, and any other appropriate public or private entity. The online or electronic disclosure system shall not become operative until the Department of Information Technology approves the system. Upon this determination, filers required by this chapter to file online or electronically will no longer be required to file a paper copy or with local filing officers. Furthermore, the date that a filer transmits an online or electronic report shall be the date the filed report is received by the Secretary of State.

(Amended by Stats. 1999, Ch. 433, Sec. 6. Effective September 16, 1999. Superseded on operative date of amendment by Stats. 2018, Ch. 662.)

84606. The date that a filer transmits an online or electronic report shall be the date the filed report is received by the Secretary of State.

(Amended by Stats. 2018, Ch. 662, Sec. 26. (SB 1239) Effective January 1, 2019. Conditionally operative on date prescribed by Stats. 2018, Ch. 662, Sec. 44.)

84607. Pursuant to Section 8314, no employee or official of a state or local government agency shall utilize, for political or campaign purposes, public facilities or resources to retrieve or maintain any of the data produced by the requirements of this chapter.

(Added by Stats. 1997, Ch. 866, Sec. 1. Effective October 11, 1997.)

84612. If the Secretary of State rejects a filing made under this chapter, the Secretary of State shall immediately notify the filer, by electronic mail, of the reason or reasons for rejection using plain, straightforward language, avoiding technical terms as much as possible, and using a coherent and easily readable style. The notice shall be written or displayed so that the meaning will be easily understood by those persons directly affected by it.

(Added by Stats. 2001, Ch. 79, Sec. 1. Effective January 1, 2002. Superseded on operative date of amendment by Stats. 2018, Ch. 662.)

84612. If the Secretary of State rejects a filing made under this chapter, the Secretary of State shall immediately notify the filer, by email, of the reason or reasons for rejection using plain, straightforward language, avoiding technical terms as much as possible, and using a coherent and easily readable style. The notice shall be written or displayed so that the meaning will be easily understood by those persons directly affected by it. The Cal-Access Replacement System may contain required fields in which information must be entered in order to submit a report or statement, as determined by the Secretary of State and the Commission.

(Amended by Stats. 2018, Ch. 662, Sec. 27. (SB 1239) Effective January 1, 2019. Conditionally operative on date prescribed by Stats. 2018, Ch. 662, Sec. 44.)

84613. (a) The Political Disclosure, Accountability, Transparency, and Access Fund is hereby established in the State Treasury. Moneys collected pursuant to Section 84101.5 and one-half of the moneys collected pursuant to Section 86102 shall be deposited in the Political Disclosure, Accountability, Transparency, and Access Fund.

(b) (1) Moneys deposited in the Political Disclosure, Accountability, Transparency, and Access Fund are subject to appropriation by the Legislature and shall be expended for the maintenance, repair, and improvement of the online or electronic disclosure program implemented by the Secretary of State pursuant to this chapter.

(2) In addition to paragraph (1), the Secretary of State may also use moneys deposited in the Political Disclosure, Accountability, Transparency, and Access Fund for purposes of implementing the act that added this section.

(c) Any expenditure of moneys from the Political Disclosure, Accountability, Transparency, and Access Fund for the purposes described in paragraph (1) of subdivision (b) is subject to the project approval and oversight process established by the California Technology Agency pursuant to Section 11546.

(Added by Stats. 2012, Ch. 506, Sec. 2. (SB 1001) Effective January 1, 2013.)

84615. A local government agency may require an elected officer, candidate, committee, or other person required to file statements, reports, or other documents required by Chapter 4 (commencing with Section 84100), except an elected officer, candidate, committee, or other person who receives contributions totaling less than one thousand dollars ($1,000), and makes expenditures totaling less than one thousand dollars ($1,000), in a calendar year, to file those statements, reports, or other documents online or electronically with a local filing officer. A local government agency that requires online or electronic filing pursuant to this section shall comply with all of the following:

(a) The legislative body for the local government agency shall adopt an ordinance approving the use of online or electronic filing, which shall include a legislative finding that the online or electronic filing system will operate securely and effectively and would not unduly burden filers. The ordinance adopted by the legislative body for the local government agency may, at the discretion of that legislative body, specify that the electronic or online filing requirements apply only to specifically identified types of filings or are triggered only by identified monetary thresholds. In any instance in which the original statement, report, or other document is required to be filed with the Secretary of State and a copy of that statement, report, or other document is required to be filed with the local government agency, the ordinance may permit, but shall not require, that the copy be filed online or electronically.

(b) The online or electronic filing system shall only accept a filing in the standardized record format that is developed by the Secretary of State pursuant to paragraph (2) of subdivision (a) of Section 84602 and that is compatible with the Secretary of State's system for receiving an online or electronic filing.

(c) The online or electronic filing system shall ensure the integrity of the data transmitted and shall include safeguards against efforts to tamper with, manipulate, alter, or subvert the data.

(d) (1) The local filing officer shall issue to a person who files a statement, report, or other document online or electronically an electronic confirmation that notifies the filer that the statement, report, or other document was received. The confirmation shall include the date and the time that the statement, report, or other document was received by the filing officer and the method by which the filer may view and print the data received by the filing officer.

(2) A copy retained by the filer of a statement, report, or other document that was filed online or electronically and the confirmation issued pursuant to paragraph (1) that shows the filer timely filed the statement, report, or other document shall create a rebuttable presumption that the filer timely filed the statement, report, or other document.

(e) The date of filing for a statement, report, or other document that is filed online or electronically shall be the day that it is received by the local filing officer.

(f) The local filing officer shall make all the data filed available on the Internet in an easily understood format that provides the greatest public access. The data shall be made available free of charge and as soon as possible after receipt. The data made available on the Internet shall not contain the street name and building number of the persons or entity representatives listed on the electronically filed forms or any bank account number required to be disclosed by the filer. The local filing officer shall make a complete, unredacted copy of any statement, report, or other document filed pursuant to this section, including any street names, building numbers, and bank account numbers disclosed by the filer, available to any person upon request.

(g) The online or electronic filing system shall include a procedure for filers to comply with the requirement that they sign statements and reports under penalty of perjury pursuant to Section 81004.

(h) The local government agency shall enable filers to complete and submit filings free of charge.

(i) The local filing officer shall maintain, for a period of at least 10 years commencing from the date filed, a secured, official version of each online or electronic statement, report, or other document filed pursuant to this section, which shall serve as the official version of that record for purpose of audits and any other legal purpose. Data that has been maintained for at least 10 years may then be archived in a secure format.

(j) Notwithstanding any other provision of law, any statement, report, or other document filed online or electronically pursuant to this section shall not be required to be filed with the local filing officer in paper format.

(Added by Stats. 2012, Ch. 126, Sec. 1. (AB 2452) Effective January 1, 2013. Superseded on operative date of amendment by Stats. 2018, Ch. 662.)

84615. A local government agency may require an elected officer, candidate, committee, or other person required to file statements, reports, or other documents required by Chapter 4 (commencing with Section 84100), except an elected officer, candidate, committee, or other person who receives contributions totaling less than two thousand dollars ($2,000), and makes expenditures totaling less than two thousand dollars ($2,000) in a calendar year, to file those statements, reports, or other documents online or electronically with a local filing officer. A local government agency that requires online or electronic filing pursuant to this section shall comply with all of the following:

(a) The legislative body for the local government agency shall adopt an ordinance approving the use of online or electronic filing, which shall include a legislative finding that the online or electronic filing system will operate securely and effectively and would not unduly burden filers. The ordinance adopted by the legislative body for the local government agency may, at the discretion of that legislative body, specify that the electronic or online filing requirements apply only to specifically identified types of filings or are triggered only by identified monetary thresholds. In any instance in which the original statement, report, or other document is required to be filed with the Secretary of State and a copy of that statement, report, or other document is required to be filed with the local government agency, the ordinance may permit, but shall not require, that the copy be filed online or electronically.

(b) The online or electronic filing system shall accept a filing in the standardized record format that was developed by the Secretary of State pursuant to paragraph (2) of subdivision (a) of Section 84602, or the local government agency may transition to the Cal-Access Replacement System format, and then the system shall accept a filing in the new standardized record format developed by the Secretary of State pursuant to subdivision (b) of Section 84602, and that is compatible with the Secretary of State's system for receiving an online or electronic filing.

(c) The online or electronic filing system shall ensure the integrity of the data transmitted and shall include safeguards against efforts to tamper with, manipulate, alter, or subvert the data.

(d) (1) The local filing officer shall issue to a person who files a statement, report, or other document online or electronically an electronic confirmation that notifies the filer that the statement, report, or other document was received. The confirmation shall include the date and the time that the statement, report, or other document was received by the filing officer and the method by which the filer may view and print the data received by the filing officer.

(2) A copy retained by the filer of a statement, report, or other document that was filed online or electronically and the confirmation issued pursuant to paragraph (1) that shows the filer timely filed the statement, report, or

other document shall create a rebuttable presumption that the filer timely filed the statement, report, or other document.

(e) The date of filing for a statement, report, or other document that is filed online or electronically shall be the day that it is received by the local filing officer.

(f) The local filing officer shall make all the data filed available on the Internet in an easily understood format that provides the greatest public access. The data shall be made available free of charge and as soon as possible after receipt. The data made available on the Internet shall not contain the street name and building number of the persons or entity representatives listed on the electronically filed forms or any bank account number required to be disclosed by the filer. The local filing officer shall make a complete, unredacted copy of any statement, report, or other document filed pursuant to this section, including any street names, building numbers, and bank account numbers disclosed by the filer, available to any person upon request.

(g) The online or electronic filing system shall include a procedure for filers to comply with the requirement that they sign statements and reports under penalty of perjury pursuant to Section 81004.

(h) The local government agency shall enable filers to complete and submit filings free of charge.

(i) The local filing officer shall maintain, for a period of at least 10 years commencing from the date filed, a secured, official version of each online or electronic statement, report, or other document filed pursuant to this section, which shall serve as the official version of that record for purpose of audits and any other legal purpose. Data that has been maintained for at least 10 years may then be archived in a secure format.

(j) Notwithstanding any other provision of law, any statement, report, or other document filed online or electronically pursuant to this section shall not be required to be filed with the local filing officer in paper format.

(Amended by Stats. 2018, Ch. 662, Sec. 28. (SB 1239) Effective January 1, 2019. Conditionally operative on date prescribed by Stats. 2018, Ch. 662, Sec. 44.)

84616. (a) Within 72 hours of each applicable filing deadline, a local government agency shall post on its internet website a copy of any statement, report, or other document required by Chapter 4 (commencing with Section 84100) that is filed with that agency in paper format. If the final day of the 72-hour period is a Saturday, Sunday, or holiday, the period is extended to the next day that is not a Saturday, Sunday, or holiday. Before posting, the local filing officer shall redact the street name and building number of the persons or entity representatives listed on any statement, report, or document, or any bank account number required to be disclosed by the filer. Providing a link on the agency's internet website to the statement, report, or other document satisfies this subdivision.

(b) A statement, report, or other document posted pursuant to this section shall be made available for four years from the date of the election associated with the filing.

(Added by Stats. 2020, Ch. 214, Sec. 1. (AB 2151) Effective January 1, 2021.)