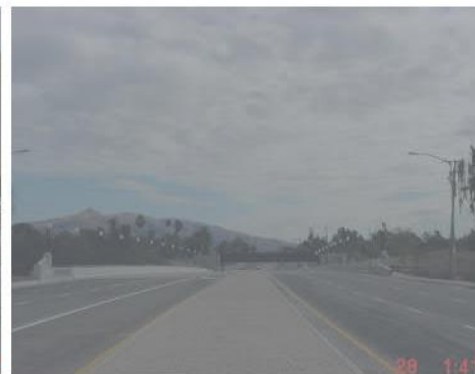




CONSTRUCTION MANAGEMENT AND ADMINISTRATION GUIDE

VERSION - 1.1

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Acronyms and Definition Terms

AAA	Advertise, Award, and Administer
ACCMA	Alameda County Congestion Management Agency
ACI	American Concrete Institute
ACTA	Alameda County Transportation Authority
ACTIA	Alameda County Transportation Improvement Authority
Alameda CTC	Alameda County Transportation Commission
ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials
BART	San Francisco Bay Area Rapid Transit District
BMP	Best Management Practices
Cal/OSHA	California Occupational Safety and Health Administration
Caltrans	California Department of Transportation
CCO(s)	Contract Change Order(s)
CFR	Code of Federal Regulations
CHP	California Highway Patrol
CM	Construction Management
CMAG	Construction Management and Administration Guide
CMT	Construction Management Team
CMPM	Construction Management Project Manager
Commission	Alameda CTC's governing body
COSP	Code of Safe Practices
COZEEP	Construction Zone Enhanced Enforcement Program
CPM	Critical Path Method
CTM	California Test Methods
CTSS	Caltrans Standard Specification
DBE	Disadvantaged Business Enterprise
DBELO	Disadvantaged Business Enterprise Liaison Officer
DIR	Department of Industrial Relations
DLAE	Caltrans District Local Assistance Engineer
DOL	U.S. Department of Labor
DOT	U.S. Department of Transportation
DRA	Dispute Resolution Advisor



DRB	Dispute Resolution Board
DTSC	California Department of Toxic Substances Control
ECR	Environmental Commitment Record
EEO	Equal Employment Opportunity
EOR	Engineer of Record
GFE	Good Faith Effort
ICE	Independent Cost Estimate
IIPP	Illness and Injury Prevention Program
LAPM	Caltrans Local Assistance Procedures Manual
LBCE Program	Local Business Contract Equity Program
LBCELO	Local Business Contract Equity Liaison Officer
LBE	Local Business Enterprise
LEP	Limited English Proficiency
LRP	Alameda CTC Legally Responsible Person
MOU	Memorandum of Understanding
MUTCD	Caltrans Manual of Uniform Traffic Control Devices
NOC	Notice of Completion
NOCC	Notice of Construction Completion
NOT	Notice of Termination
NPDES	National Pollutant Discharge Elimination System
NTB	Notice to Bidders
NTP	Notice to Proceed
OE	Office Engineer
PE	Professional Engineer (licensed)
PFE	Proposed Final Estimate
PIO	Public Information Officer
PLAC	Permits, Licenses, Agreements, and Certifications
PM	Project Manager
PPC	Alameda CTC Programs and Projects Committee
PPE	Progress Payment Estimate
PRD	Permit Registration Documents
PS&E	Plans, Specifications and Estimates
QAP	Quality Assurance Program
QA	Quality Assurance



QC	Quality Control
QMP	Quality Management Plan
RFI	Request for Information
RTL	Ready to List
RE	Resident Engineer
RWQCB	Regional Water Quality Control Board
SIQMP	Source Inspection Quality Management Plan
SLBE	Small Local Business Enterprise
SMARTS	Stormwater Multiple Application and Report Tracking System
SR	Structures Representative
SWPPP	Stormwater Pollution Prevention Plan
TMP	Traffic Management Plan
UP	Union Pacific Railroad
WDID	Waste Discharger Identification Number

Approved Signatory: A person who has been authorized by the Legally Responsible Person to sign, certify, and electronically submit State Water Board or Regional Water Board Permit Registration Documents (PRDs), Notices of Termination, and any other documents, reports, or information submitted under the California State Water Board Stormwater Multiple Application and Report Tracking System.

Caltrans Oversight Engineer: A California Department of Transportation (Caltrans) employee who performs independent quality assurance of the activities performed by the local agency Resident Engineer (RE), structure representative, and others assigned to a construction project. The Caltrans Oversight Engineer is the local agency's primary Caltrans contact. The Caltrans Oversight Engineer ensures compliance with applicable state and federal regulations, contract requirements, Caltrans standards and practices, encroachment permit, and cooperative agreement requirements.

Construction Manual: The Caltrans Construction Manual used as a resource for all personnel engaged in contract administration. The manual establishes policies and procedures for the construction phase of Caltrans projects.

Contingency: A budgeted line item in a construction contract, established in the Resolution to Award, which sets aside funds to pay for unforeseen construction issues that may arise.

Contractor: The Prime Contractor responsible for the construction of a project.

Contract Change Order (CCO): A legally binding document used to make changes to the construction contract.

Construction Contract Administrator: An Alameda County Transportation Commission (Alameda CTC) employee designated by the Commission Engineer to be Alameda CTC's responsible person for a project during the construction phase. This role may be held by the Alameda CTC Project Manager or Director of Project Delivery, depending on project size and complexity.



Construction Capital Allotment: The total budgeted (funded) amount established to award a construction contract. The Construction Allotment is equal to the total of bid items (contractor's total bid amount) + supplemental work funds + owner-furnished materials + contingency.

Construction Coordination and Communication Plan or Memorandum of Understanding: A plan or a nonbinding agreement, which identifies project-specific roles and responsibilities between Alameda CTC and partnering agencies regarding processes, procedures, and communication protocols.

Cooperative Agreement (COOP): A formal, legally binding agreement between (or among) agencies. The COOP outlines the responsibilities and respective obligations (including cost sharing) of the agencies. The COOP may address more than just the project construction.

Engineer of Record (EOR): The Professional Engineer (PE) in responsible charge during the design phase who signs the contract plans, specifications, estimates, and reports. The EOR also approves changes to contract plans and specifications and provides design support during construction operations.

Legally Responsible Person (LRP): The Commission Engineer or designee with managerial responsibility for compliance with the State Water Board or Regional Water Board Construction General Permit.

Local Agency Oversight Engineer: A local agency (City, County, Port of Oakland, etc.) representative who performs independent quality assurance of the activities performed by the Alameda CTC RE or others assigned to a construction project. The Local Agency Oversight Engineer ensures compliance with contract requirements, local agency standards, encroachment permits, and agreement requirements.

Owner-Furnished Materials: Materials to be furnished by the owner(s) and provided to the contractor for use or installation in a construction contract. Owner-furnished materials are not part of the contractor's bid but are included in the total construction allotment for a project.

Partnering: A relationship between the implementing agency and the contractor, formed to effectively complete the contract to benefit both parties. The goal is to resolve conflicts at the lowest possible level.

Payment Bond: A bond that guarantees subcontractors, laborers, and material suppliers are paid according to the terms of a contract.

Performance Bond: A bond that guarantees that the contractors performing the work will meet their contractual obligations with the owner or general contractor on the project.

Resident Engineer (RE): The PE responsible for contract administration and construction engineering of the project.

Risk Register: A tool that project teams can use to address and document project risks throughout the project life cycle; it is a living document – a comprehensive listing of risks and the manner in which they are being addressed (mitigation measures) as part of the project risk management process. The Risk Register includes information related to uncertainties in the scope, cost estimate, and schedule, and it is maintained as part of the project file.

Staff Report: A document used by Alameda CTC staff to request an action by the Commission or to provide project-related information to the Commission. It may be used to request approval of funding, contracts/contract amendments, agreements, officially establish or change a policy or procedure, or report information related to a project.

Supplemental Work: The anticipated work within the scope of the project, which is included in the Engineer's Estimate but not quantified as a contract bid item.



Time Impact Analysis (TIA): Depicts how the delay impacts the critical path of the current progress schedule. TIAs are submitted for change notices and force account directives that affect the critical path.



References and Guiding Documents

The advertisement, award, and administration of construction contracts and project closeout must be performed, at a minimum, in accordance with the applicable provisions of the following documents and web pages:

Local

- Local and/or regulatory agency permit requirements
- Project general and special provisions and project plans
- Alameda CTC Administrative Code
- Alameda County Transportation Commission Cost Estimating Guide
[Microsoft Word - 20110210 Alameda CTC Cost Estimating Guide.doc](#)
- [Alameda CTC Local Business Contract Equity Program](#)

State

- [California Public Contract Code](#)
- [California Prevailing Wage Requirements](#)
- [Cal/OSHA - Division of Occupational Safety and Health - Home Page](#) Cal/OSHA)
- [California Department of Toxic Substances Control](#) (DTSC)
- [Caltrans Local Assistance Procedures Manual](#) (LAPM)
- [Caltrans Standard Specifications & Standard Plans](#) (2018)
- [Caltrans Manual of Uniform Traffic Control Devices](#) (MUTCD)
- [Caltrans Construction Manual](#)
- [Caltrans Construction Forms](#)
- [Caltrans Stormwater Manuals](#)
- [Construction General Permit Order 2009-0009-DWQ](#)
- [Caltrans Temporary Pedestrian Access Routes Handbook](#)

Federal

- [U.S. Department of Transportation Disadvantaged Business Enterprise Program](#)
- [Davis Bacon Wage Determinations](#)



1. Introduction – Background

The Alameda County Transportation Commission (Alameda CTC) is a joint powers authority that plans, funds, and delivers transportation programs and projects that expand access and improve mobility to foster a vibrant and livable Alameda County. Alameda CTC also serves as the county's congestion management agency. It is governed by 22 elected officials representing all 14 cities in Alameda County, the five County Board of Supervisors, AC Transit, and San Francisco Bay Area Rapid Transit District (BART).

Alameda CTC is the successor to three previous agencies: Alameda County Transportation Authority (ACTA), Alameda County Transportation Improvement Authority (ACTIA), and Alameda County Congestion Management Agency (ACCMA).

Alameda CTC also serves as the managing agency for the Sunol Smart Carpool Lane Joint Powers Authority (Sunol JPA), which was created in February 2006 to plan, design, and construct, and then administer the operation of a value pricing high-occupancy vehicle program on the Sunol Grade segment of Interstate 680 in Alameda and Santa Clara counties.

Alameda CTC directly implements and oversees the delivery and management of regionally significant, multi-jurisdictional, and complex capital projects in Alameda County through various phases of delivery, from scoping through construction. To deliver its projects, Alameda CTC retains the services of qualified firms to provide professional support services, including design, construction management, surveying, and other required expertise.

In the past few years, significant new sources of funding have become available for transportation including Senate Bill 1 (April 2017), which is anticipated to provide \$54 billion in state funding through 2028 and Regional Measure 3 (June 2018), which is estimated to generate \$4.45 billion for transportation capital investments over a 25-year period. In 2014, Alameda County voters approved Measure BB, authorizing an extension and augmentation of the then-existing transportation sales tax (Measure B). Measure BB is projected to generate approximately \$8 billion in revenues from April 2015 to March 2045 for transportation improvements for Alameda County. The U.S. Department of Transportation also provides funds through its various competitive programs to help build and maintain a fast, safe, efficient, accessible, and convenient transportation system. These funds will create opportunities for many Alameda County projects to be constructed in the immediate future.

To ensure the effective and efficient delivery of Alameda CTC's construction program and to allow Alameda CTC to accept and apply external funds for construction, it is necessary to have documented agency construction administration procedures. The Alameda CTC Construction Management and Administration Guide (CMAG), as presented, is an update of the 2020 CMAG (Version 1.1). The CMAG is built on predecessor documents (ACCMA Construction Contract Administration Guide, dated January 2002, and Draft ACTA Construction Contract Administration Procedures). It incorporates clarifications and best management practices (BMPs) and reflects changing policies, laws, and procedures. The CMAG refers to numerous California Department of Transportation (Caltrans) and Federal Highway Administration (FHWA) construction policies and procedures.

1.1 Purpose

The CMAG documents Alameda CTC's procedures for the preparation of project documents to advertise, award, and administer (AAA) construction contracts, including contract acceptance and closeout requirements. The CMAG will assist Alameda CTC and its agents in effectively and efficiently



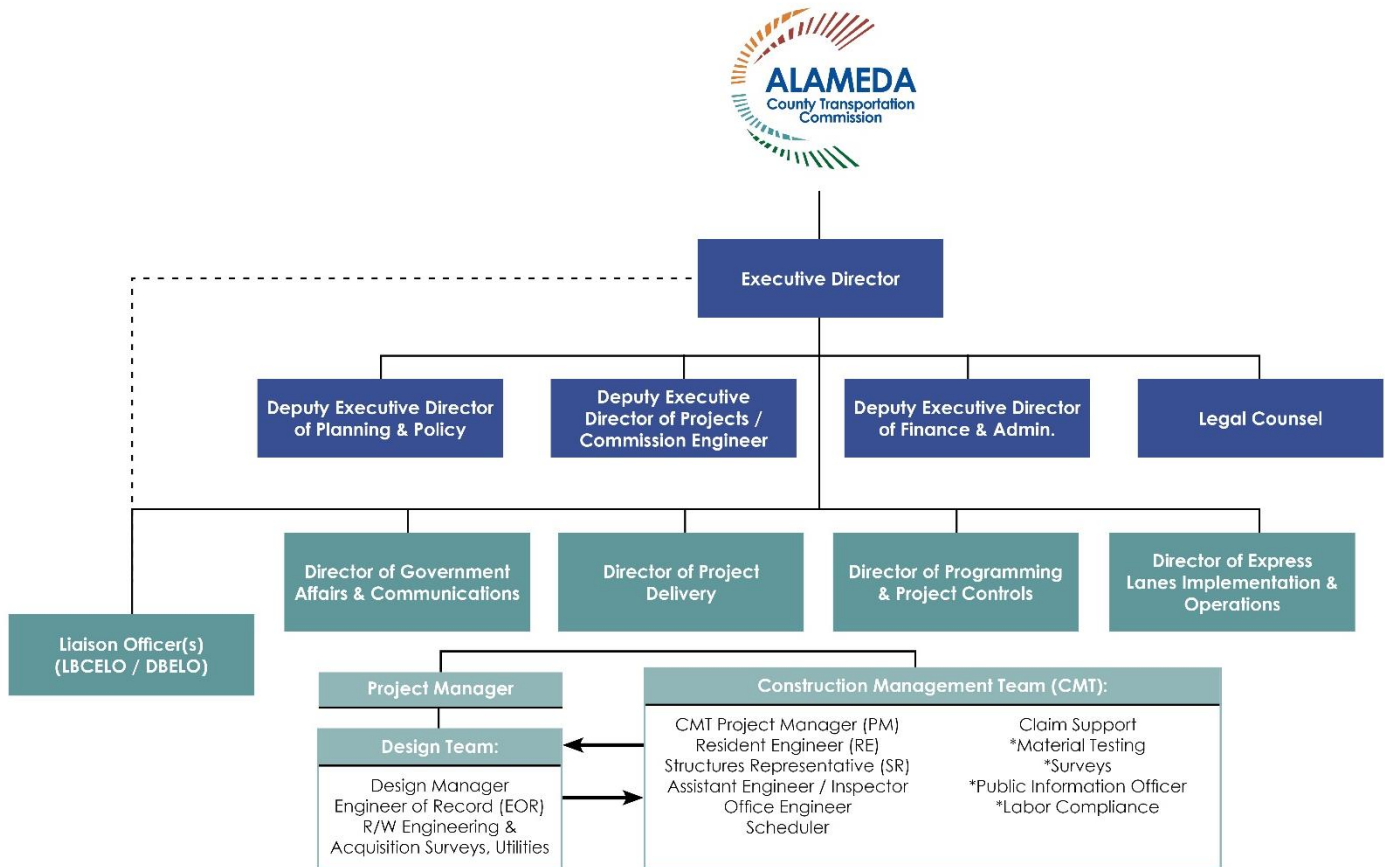
administering construction projects implemented by Alameda CTC from bidding document preparation through contract closeout.

This guide establishes policies and procedures for the construction phase of Alameda CTC's projects; however, it is not a contract document. It imposes no obligations or requirements on contractors, Resident Engineers (REs), and other Alameda CTC personnel who administer Alameda CTC construction contracts. This guide is not a substitute or supplement to the specifications and other contract requirements, nor does it relieve personnel from their professional duties, obligations, and responsibilities. Similarly, this guide does not relieve the contractors from obligation and responsibility for their means and methods, Quality Assurance and Quality Control, and compliance with contract requirements. The optimum time to have the Construction Management Team (CMT) services available is before the 95% plans, specifications, and estimates (PS&E) milestone such that the constructability review may be adequately performed. A constructability review is essential to help identify risks and challenges to project construction, before the project moves from the design phase to construction. The final constructability review is completed shortly before plan approval for the ready to list (RTL) milestone.

1.2 Roles and Responsibilities

The following summarizes the roles of the various participants in the administration of Alameda CTC construction projects.

- 1.2.1 The Commission establishes and maintains policies and programs supporting the development of capital projects in cooperation with local, regional, state, and federal agencies. The Commission also approves and delegates approvals to the Executive Director.



*May be performed under separate contract(s) or by Alameda CTC staff to most effectively deliver the project.

** The Director of Project Delivery or the Project Manager may also serve as the Construction Contract Administrator. The CMT will report to the Construction Contract Administrator.

- 1.2.2 The Executive Director or designee is responsible for executing all funding agreements and contracts and is the representative of Alameda CTC to the Commission. The Executive Director designates the following roles: Commission Engineer and authorized delegates of the Commission Engineer and Alameda CTC's Disadvantaged Business Enterprise Liaison Officer (DBELO) and Local Business Contract Equity Liaison Officer (LBCELO).

- 1.2.3 The Commission Engineer signs plans for conformance with project requirements, certifies the utilities and right-of-way, approves contract change orders (CCOs), and other documents which



require the signature of an Alameda CTC representative with a California Civil Professional Engineer (PE) license.

- 1.2.4 Authorized delegates of the Commission Engineer may also sign plans for conformance with project requirements, approve CCOs, approve and recommend for signature other documents which require the signature of an Alameda CTC representative with a California PE license. All delegations must be expressly authorized in writing by the Executive Director.
- 1.2.5 The DBELO is responsible for implementing the requirements contained in the Disadvantaged Business Enterprise (DBE) Implementation Agreement for Local Agencies between Caltrans and Alameda CTC. The DBELO has direct independent access to the Executive Director concerning DBE matters. The DBELO is required per the stewardship and oversight agreement between Caltrans and FHWA for federally funded projects.
- 1.2.6 LBCELO is the Alameda CTC representative primarily responsible for implementing all aspects of the Local Business Contract Equity (LBCE) Program. The LBCELO has direct independent access to the Executive Director concerning LBCE matters.
- 1.2.7 The Deputy Executive Director of Projects oversees Alameda CTC's Construction Program.
- 1.2.8 The Alameda CTC Construction Contract Administrator is the Director of Project Delivery or a designee of the Commission Engineer who performs public contract administration duties, including solicitation of construction contractor services, assisting in the development of contract language, overseeing and managing invoices, monitoring contract compliance, and overseeing the CMT.
- 1.2.9 The Alameda CTC Project Manager (PM) is responsible for delivery of a specific capital project or phase thereof. This person in this position may be either an Alameda CTC employee or a consultant.
- 1.2.10 The CMT will provide all construction management (CM) services necessary to assist Alameda CTC in administering the construction of a specific project. During the design phase, and as required by Alameda CTC, the CMT may provide constructability review, Independent Cost Estimates (ICEs), outreach support, and risk monitoring documentation. On large complex projects, a Construction Management Project Manager (CMPM) may be provided by the CMT to oversee and be responsible for assisting the RE with the advertisement, award, key management issues, dispute resolution, administration of the construction contract, and act as a liaison between the CMT and Alameda CTC. The RE will be the person in responsible charge of the project. Refer to Appendix A for a sample CM scope of services.
- 1.2.11 The Engineer of Record (EOR) is the registered PE responsible for stamping and sealing, plans, specifications, and estimates or reports for a project.
- 1.2.12 The Design Consultant serves as the EOR for a specific project and will provide design services during construction, complete as-built plans, and right-of-way documentation.
- 1.2.13 Alameda CTC's Legal Counsel (Legal Counsel) is responsible for the legal review of processes, procedures, and all related contracts associated with the construction administration of Alameda CTC projects.

Typical Project Delivery Lifecycle Responsibility

	PLANS, SPECIFICATIONS, ESTIMATE (PS&E) Preparation / Constructability Review	ADVERTISE Public Advertisement	AWARD Bid Opening/Bid Analysis Award Recommendation Commission Authorization/ Award	ADMINISTER Construction Begins Administration of Contract including Project Acceptance
Leading	Design Consultant	CMT		
Supporting	CMT	Design Consultant		

*Support by CMT during PS&E Preparation through Constructability Review starting at 65% or 95% PS&E, as determined by Alameda CTC Director of Project Delivery

Figure 1: Project Delivery Schedule from Design to Construction.

Specific responsibilities for the various roles in construction contract administration are further described below.

1.3 Review and Updates

This guide is intended to be a living document updated periodically to incorporate revisions, clarifications, and changing policies, laws, and procedures. The Executive Director is authorized to make administrative changes to ensure compliance with contracting laws and as required to allow Alameda CTC to comply with its construction projects' external funding requirements.

2. Document Review

Prior to construction of a project, the RE should review design-related documents and prepare necessary project-related construction documents as outlined below.

2.1 Review Resident Engineer Pending File

The CMT must review the RE's Pending File. This document is provided by the EOR and includes a set of letters, memorandums, and other data titled "RE's Pending File." This file must contain all pertinent information, comments, and advice that may be useful for the project to which the RE is assigned. A detailed list of information that should be included in the RE's Pending File is contained in the Caltrans Project Development Procedures Manual [Chapter 15, Final Project Development Procedures](#).

The RE Pending File typically includes the following information:

- Aesthetics report
- Agreements and permits
- Contract documents
- Cross sections
- Deviations from design standards
- Drainage report
- Falsework clearances and calculations
- Final environmental review and reevaluation, listing required mitigation (including Environmental Commitment Record (ECR))
- Foundation studies and geology report
- Funding allocation documents
- Hazardous waste contracts (if hazardous waste is not removed prior to construction)



- PE (designer) notes
- Pending relinquishment actions (to inform right-of-way engineering four months before completion of construction)
- Permits, licenses, agreements, certifications (PLAC) and approvals
- Project cost estimates
- Material handouts, including tests
- Right-of-way contracts and obligations
- Risk Register
- Safety review report

The CMT should work with the Alameda CTC PM to obtain the RE Pending File from the EOR.

2.2 Review Environmental Commitment Record

The CMT will review the project ECR, which will contain all relevant environmental compliance information and PLAC requirements: basic project information, including each environmental commitment, person, or unit responsible for commitment completion, timing and manner of implementation, location and a commitment reference document and other commitment requirements. The ECR is part of the RE Pending File and is necessary to oversee and track the project's environmental commitments.

2.3 Prepare Quality Management Plan

Prior to the start of construction, the RE will utilize Alameda CTC's Quality Assurance Program (QAP) as a guide to develop a project specific Quality Management Plan (QMP). Refer to the Caltrans-approved Alameda CTC QAP in Appendix B. The current Alameda CTC QAP has been approved by Caltrans and is valid for five years after approval. As part of the QMP, a Source Inspection Quality Management Plan (SIQMP) will be developed. The QMP shall be submitted to the Commission Engineer for review and approval. If work is within the Caltrans right of way and performed under a formal Cooperative Agreement (COOP), Caltrans will typically require review and approval of the SIQMP prior to issuing an encroachment permit. Therefore, the development of the QMP and SIQMP should be completed prior to the start of construction.

For additional information on Source Inspection Guidelines and the SIQMP template, refer to [Caltrans Source Inspection Guidelines for Local Agencies Manual](#).

2.4 Prepare Incident Notification Plan

In the event of a significant event, such as an unforeseen utility issue, private property encroachment, or other issues of public safety or concern, the RE is required to notify the Construction Contract Administrator and Commission Engineer immediately of the incident and will email and provide hard copies of any incident reports to the Construction Contract Administrator, Alameda CTC PM, and Commission Engineer, as soon as they are available.

As numerous additional parties may require notification, such as cities, Alameda County, Caltrans, Public Information Officer (PIO), etc., a project-specific incident notification plan will be developed by the CMT and distributed for approval prior to starting construction. The incident notification plan will be utilized by CMT staff during construction to ensure incident types and notification requirements are clearly documented and followed.

The CMT will keep the Commission Engineer apprised of the progress of incident resolution, as appropriate. Verbal notification is acceptable; however, it must be followed with formal written communications and documentation. If the media becomes involved, all contact with the media will



be in accordance with Alameda CTC procedures for addressing the media. Refer to Appendix C for an example of the incident notification format.

2.5 Public Outreach/Communication Plan

When deemed appropriate by the Alameda CTC PM, the CMT or PIO will provide a public outreach program, which may include the establishment and monitoring of a project website, social media sites (Twitter, Facebook, etc.), project hotline, flyer mail-outs notifying nearby residences and businesses of changes in traffic flow, detours, lane closures, night work and the overall status of the project; press releases to describe the general progress of work; and community meetings to address specific construction impacts and concerns. Each project will require public outreach tailored to the project's scope, location, and impact on the community and must adhere to Alameda CTC's outreach and engagement policies.

As necessary, public outreach efforts will be coordinated with other PIOs, which may include Caltrans, Alameda County, Port of Oakland, or various cities and transit operators. If the Alameda CTC PM believes that a public outreach or communication plan is needed, then the Alameda CTC PM should coordinate with the Alameda CTC's Deputy Executive Director of Planning and Policy or designee in advance. The Deputy Executive Director of Planning and Policy or designee can provide guidance on the plan and help to post information on the agency's website and social media platforms and respond to press inquiries.

The Alameda CTC PM should coordinate with the Deputy Executive Director of Planning and Policy to ensure that outreach complies with federal Title VI requirements. Title VI prohibits discrimination by recipients of federal financial assistance on the basis of race, color, and national origin, including the denial of meaningful access for people with Limited English Proficiency (LEP). As a subrecipient of federal funds, Alameda CTC must take reasonable steps to ensure meaningful access for LEP persons to its programs and activities.

To comply with Title VI, vital materials and documents should be translated into the primary languages spoken in the area, and translation services should be offered at public meetings. According to federal guidance, vital written documents include, but are not limited to, consent and compliance forms; intake and application forms with the potential for important consequences; written notices of rights; notices of denials, losses, or decreases in benefits or services; and notices advising LEP individuals of free language assistance services.

The Deputy Executive Director of Planning and Policy or designee can provide guidance as to whether the outreach materials should be translated and make translation services available if necessary.

2.6 Transportation Management Plan Review

A Transportation Management Plan (TMP) is a program of activities for minimizing or alleviating work-related traffic delays through traffic-handling practices and strategies, including public awareness campaigns, motorist information, demand management, incident management, system management, alternate route planning, and construction methods and staging. Depending on the complexity of the work or the magnitude of anticipated effects, a TMP may provide closure charts, standard special provisions for maintaining traffic, traffic control plans, and—for major projects—a separate comprehensive report. The TMP is prepared by the EOR in consultation with the design team; however, the CMT shall evaluate the TMP and use the information included as a guideline for developing public outreach plans, incident notification plans, lane closure requests, and stakeholder communication.



2.7 Prepare California Highway Patrol/Police Support Agreements

Projects involving traffic control should be evaluated for the need to utilize the California Highway Patrol (CHP) or local police departments for support during lane closures. For Caltrans projects, support with CHP is established through a Caltrans-CHP interagency agreement for the Construction Zone Enhanced Enforcement Program (COZEEP). While Alameda CTC is not a signatory to COZEEP, Alameda CTC may enter into a direct agreement with CHP or a local police department to provide these services. The cost of these services will be estimated during the design phase, and funding for this support will be included under agency-furnished materials. The CMT will coordinate with the Alameda CTC PM to establish necessary agreements with CHP and/or the local police department for COZEEP services. Additional detail for use and administration of COZEEP services is available in the [Caltrans Construction Manual Section 2-215](#).

3. Contract Advertisement

The CMT shall adhere to the applicable rules and regulations listed in the Caltrans Local Assistance Procedures Manual (LAPM), [Chapter 15, Advertise and Award Project](#), including the requirements set forth in this section.

3.1 Bidding Document Preparation

The EOR, in coordination with the CMT, will prepare the bid documents, including project plans and specifications, based on Alameda CTC's standard forms or other supplied materials. The Alameda CTC PM is responsible for the management of this effort and the administration of the EOR design services during the construction phase. The EOR could be an Alameda CTC employee or a consultant.

The bid documents shall conform to the requirements of the funding sources, incorporate the appropriate provisions from the Caltrans Division of Local Assistance Sample Boilerplate Contract Documents and include Alameda CTC LBCE Program or DBE goals, as applicable. When the Alameda CTC LBCE Program is not required, the use of local business enterprises (LBEs) and small, local business enterprises (SLBEs) shall still be encouraged. For details and discussion on DBE considerations, refer to LAPM [Chapter 9, Civil Rights & Disadvantaged Business Enterprise](#).

The Alameda CTC PM shall determine if all the constraints have been cleared and the funding in place to designate the project as RTL. Constraints will be determined by the Commission Engineer and, at a minimum, include PS&E completion, right-of-way certification, permits obtained, and funding authorizations in place. Funding for each project may vary, and all funding shall be authorized prior to the advertisement of the construction contract.

Projects that have federal Funding must conform to advertising and award requirements pursuant to LAPM [Chapter 15, Advertise and Award Project](#).

The need for a constructability review of the bid documents by the CMT will be considered by the Alameda CTC PM on a project-by-project basis. A constructability review is an independent and structured review of construction bid documents to make certain that the work requirements are clear, the documents are coordinated, and they provide clarity for contractor bidding, construction, and project administration to result in reduced risk and impacts to the project.

Items to be reviewed during a constructability review include, but are not limited to, the special provisions, plans, proposal, and draft construction contract, permits, Engineer's Estimate, easements, RE Pending Files, third-party agreements, and materials handouts. The focused review is not only on constructability (plan sheets/details/construction staging/physical improvements) but also biddability,



which entails a detailed review of the contract documents. For the most effective use of constructability review, this process should begin no later than the 65% PS&E phase in coordination with the EOR and Alameda CTC PM.

Constructability reviews are documented with sufficient detail for the design team to evaluate and respond to comments utilizing a coding system to allow tracking of rejection or incorporation of review comments. Items identified during the constructability review which are not incorporated into the contract documents may need to be included in the project Risk Register. Refer to Appendix C for an example of a constructability review and a Risk Register template.

3.1.1 Contractor Outreach

Depending on the complexity and schedule of the project, general economic conditions, or other factors (such as specialty work or funding utilization goals for DBE or LCBE participation) which may be considered as potential impacts on the competitive bidding process or the number of potential bidders, the Commission Engineer, in coordination with the Alameda CTC Construction Contract Administrator, DBELO and LBCELO, may elect to conduct a contractor outreach session prior to advertising the construction contract. The Alameda CTC PM, in coordination with the CMT and design consultant, will coordinate the process of notifying the construction community of the event and perform the overall coordination of the outreach session.

3.2 Construction Contract Insurance

During contract Special Provisions development, it is critical to evaluate all PLAC applicable to the project and/or the site to verify minimum insurance policy amounts and specific insurance requirements. This should include verification of agencies and/or jurisdictions included in the indemnification and additional insured provisions. This information needs to be identified in Section 7, LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC of the Special Provisions. The EOR and the Alameda CTC PM are responsible for including these requirements in the contract, and the CMT will verify these requirements during the constructability review.

The Executive Director may elect to purchase additional project-specific or general umbrella insurance based on a risk evaluation. The risk evaluation will be conducted by the Deputy Director of Finance and Administration in coordination with the Alameda CTC PM and CMT and shall be quantified and documented in the project Risk Register. Purchase of additional insurance will be performed by the Deputy Director of Finance and Administration.

In addition to the required insurance, the Special Provisions shall require the successful bidder to furnish two bonds:

1. Payment bond to secure the claim payments of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the contract. This bond must be equal to at least 100% of the total bid.
2. Performance bond to guarantee the faithful performance of the contract. This bond must be equal to at least 100% of the total bid.

The successful bidder for every Alameda CTC construction contract is required by contract to indemnify Alameda CTC and, if applicable, other parties and submit proof that the contractor has obtained all required insurance before the contract may be approved.



3.3 Contract Advertising and Bidding Bid Process

In consultation with the Alameda CTC PM, the CMT shall develop a bidding schedule which includes, but is not limited to, all advertise and award timelines. This schedule will establish dates for advertisement, pre-bid conference, bidder inquiry cutoff, bid opening, LBCE or DBE submission, Good Faith Effort (GFE) documentation, award recommendation, Notice of Intent to Award letter to bidders, award letter, contractor return of bonds and insurance, contract approval, Notice to Proceed (NTP), first working day, and anticipated final working day. In addition, the schedule may include Committee and Commission meetings necessary for project award. The Alameda CTC PM shall ensure that the Commission has authorized the agency to advertise and publicly open all bids received prior to advertising a contract for bids. Commission approval is also needed to receive funds from external (non-state/federal) agencies. Any additional approvals from funding agencies must also be secured prior to advertisement.

The CMT in consultation with the Alameda CTC PM shall prepare a Notice to Bidders (NTB) and will publicly advertise the project in accordance with California Public Contract Code Section 10140 and 10141. The NTB states the time and place for receiving and opening of sealed bids, describing in general terms the work to be done and that the bids will be required for the entire project and for the performance of separate designated parts of the entire project when the Alameda CTC determines that segregation is advisable.

The NTB should include the time, date, and location of a Pre-Bid Conference (see Section 3.5), if applicable. Refer to Appendix D for a sample NTB. The advertisement period officially starts on the first date of such publication.

3.4 Bidding Document Distribution

The NTB shall include instructions to prospective bidders for obtaining the bid documents from Alameda CTC, using [Bid Express](#), a secure electronic construction bidding service for government agencies and their vendors. The RE shall upload the bid documents, NTB, and applicable bid forms to Bid Express. All Bidders must be registered plan holders and have specific bidder digital identification issued through Bid Express.

3.5 Pre-Bid Conference

For all formal bidding processes, a Pre-Bid Conference will be held. The Alameda CTC PM will determine whether attendance will be required to submit a bid. The purpose of a Pre-Bid Conference is to direct attention to any critical aspects of the project, to allow those prospective bidders to ask questions, and to gauge contractor interest in the project. Low attendance at the Pre-Bid Conference may indicate a need for additional outreach efforts to ensure a sufficient number of bids are received. Minutes of the Pre-Bid Conference will be prepared (including the meeting sign-in sheet) and will be provided to all attendees and all plan holders of record and issued as a contract addendum.

3.6 Bidder Inquiries

All bidder inquiries will be processed through Bid Express. The Alameda CTC PM will be the single point of contact for bidder inquiries throughout the advertising period and provide coordination as necessary for responses with the EOR. The NTB will include specific instructions for submitting bidder inquiries. Bidder inquiries will be accepted no later than 5:00 p.m. five working days prior to the bid opening date.

As necessary, the Alameda CTC PM, in consultation with the RE and the EOR, will coordinate with any stakeholder agencies that may need to contribute to the response to bidder inquiry (e.g., cities, Alameda County, Port of Oakland, Caltrans). The Alameda CTC PM will seek input and approval from



Legal Counsel if deemed necessary. The RE, in consultation with the Alameda CTC PM and EOR, will ensure that all bidder inquiries and responses are posted on Bid Express by 5:00 p.m., no less than four working days prior to bid opening. The intent of this requirement is to provide the bidders sufficient time to address the response received in their bid documents and/or to postpone the bid submittal due date, if necessary.

3.7 Addenda

If matters or questions arise during the advertisement period that are deemed to require clarification of the bidding documents, the EOR, with appropriate input from the RE, will prepare an addendum for the Alameda CTC PM to review. Once the Alameda CTC PM and Legal Counsel (if required) have reviewed and are satisfied with the addendum, it will be transmitted to the Commission Engineer for review, approval, and signature. The Commission Engineer will provide the approved addendum to the RE, who will then issue the addendum through Bid Express. Addenda should generally be issued no later than 5:00 p.m. four working days prior to bid opening, but under no circumstances be issued less than 72 hours prior to bid opening as required by the California Public Contract Code.

For federal-aid projects, the contract Davis-Bacon wage rates must be checked for conformance with the federal 10-day rule prior to bid opening. The EOR, in consultation with the Alameda CTC PM, must monitor the federal wage rate determinations posted on [Sam.gov](http://sam.gov) to determine if the listed rates have been modified after the contract advertisement date. If federal prevailing wage rates are modified, Alameda CTC is required to issue an addendum to incorporate the modified version of the prevailing wage rates in the contract.

3.8 Bid Submittal and Receipt

The NTB will instruct bidders to submit their bids through Bid Express prior to the time specified. Bids are digitally signed by the contractor. Alameda CTC will not accept bids after the specified time. Negotiation with contractors during the period following the opening of bids and before the award of the contract shall not be permitted.

3.9 Bid Opening

The Alameda CTC Construction Contract Administrator will oversee the public opening of all bids at the time and location stated in the NTB. Changes, if any, to the originally specified bid opening time or location will only be made by addendum. All bids received in accordance with the terms of the advertisement shall be publicly opened and announced by total amount. Once the bid opening time is reached, Bid Express will automatically tabulate and analyze bids for announcement. The Commission Engineer, in coordination with the RE and Alameda CTC PM, will determine the time of bid announcement.

Bids will be opened and read aloud during in-person or virtual meetings as determined by the Commission Engineer and as stated in the NTB.

The Commission Engineer shall adhere to the rules and regulations in LAPM [Chapter 15, Advertise and Award Project](#) related to the opening of construction contract bids. The RE shall prepare a bid summary. Refer to Appendix D for a sample bid summary.

3.10 Collection of Bid Escrow Documents

If the contract specifications require Escrow Bid Documents, the lowest three bidders shall be required to submit their Escrow Bid Documents in accordance with bidder instructions.



3.11 Bid Analysis

Following the bid opening, the RE will check on the status of all bidders' contractor licenses and ensure that the bids are analyzed for irregularities (e.g., errors, discrepancies, and omissions). In consultation with the LBCELO and the DBELO, the RE will also verify conformance with Alameda CTC's LBCE Program or the Caltrans DBE requirements, as applicable, and conformance with other funding agencies' policies included in the bid documents. For projects with federal funding, the RE shall use Caltrans LAPM Form 15-I to determine if the bidders' proposals are responsive.

The bid analysis process includes an examination of the unit bid prices for reasonable conformance with the engineer's estimated prices. Beyond the comparison of prices, other factors that a bid analysis may consider are:

- Number of bids
- Distribution or range of bids
- Identity and geographic location of the bidders
- Urgency of the project
- Unbalanced bids (see below)
- Current market conditions and workloads
- Potential for savings if the project is re-advertised
- Comparison of bid prices with similar recently bid projects
- Justification for significant bid price differences
- Other factors as warranted

The two types of unbalanced bids are as follows:

- A mathematically unbalanced bid contains lump sum or unit bid items that do not reasonably reflect the actual costs (plus a reasonable profit, overhead costs, and other indirect costs) to construct the item; and
- A materially unbalanced bid generates reasonable doubt that an award to that bidder would result in the lowest ultimate cost to the agency.

To detect a mathematical unbalanced bid, the unit bid items should be evaluated for reasonable conformance with the Engineer's Estimate and compared with the other bids received. There are no definitive parameters (e.g., an amount or percent of variance from the Engineer's Estimate) that constitute an unbalanced bid. The degree of unbalancing of a bid may depend on the reason for the unbalancing. Mathematically unbalanced bids, although not desirable, may be acceptable.

There may be situations where the quantity of an item could vary due to inaccuracies in the estimating, errors in the plans, changes in site conditions or design, etc. In such situations, the bids should be further evaluated to determine if the low bidder will ultimately yield the lowest cost. If this creates a reasonable doubt that award would result in the lowest ultimate cost, the bid is materially unbalanced and should be rejected, or other steps should be taken to protect the public interest.

If any bid contains irregularities that could affect the determination of the lowest responsible and responsive bidder, the RE will notify the Construction Contract Administrator. Legal Counsel will be consulted to provide a recommendation to the Commission Engineer, who will make the final determination to accept or reject the bid. For a more detailed discussion on additional considerations, refer to LAPM [Chapter 15](#), Sections 15.5 and 15.6, which describe in detail contract bid opening and analysis procedures in detail. Refer to Appendix D for examples of bid analysis forms and tools.



Bidder DBE verification will be performed as part of the bid analysis. Should the apparent low bidder fail to meet the required DBE utilization goal, an analysis of the bidder's GFE shall be performed in accordance with the procedures outlined in Appendix E.

3.12 Bid Rejection

Upon completion of the bid analysis, the Commission Engineer may recommend the rejection of any or all bids. In addition to rejection for non-responsiveness, all bids may be rejected if all bids greatly exceed the Engineer's Estimate or if there is only one bid. The Commission Engineer, in consultation with Legal Counsel, may determine that rejection of any or all bids is in Alameda CTC's best interest. The Commission Engineer will advise the Executive Director of the staff recommendation. The Executive Director shall have the authority to reject all bids and rebid the project.

3.13 Notice of Intent to Award

Following the bid analysis, the RE will prepare a Notice of Intent to Award letter to all bidders for the Commission Engineer's signature. This notice formally notifies all bidders of Alameda CTC's intent to award the construction contract to the apparent responsible and responsive low bidder, and delivery of the Notice of Intent to Award letter marks the beginning of the bid protest period. This Notice of Intent to Award letter must be provided to all bidders in accordance with the timelines required by the Bid Protest Procedure included in Appendix D and sufficiently in advance of the target award date.

3.14 Bid Protests

Any prime bidder may protest a bid within five (5) working days after the Notice of Intent to Award letter as specified in the Alameda CTC's Bid Protest Procedure in Appendix D. Bid protests will be considered and processed in accordance with this policy. Any bid protest that fails to meet the deadlines or criteria set forth in the policy will be rejected.

4. Contract Award and Execution

The CMT shall adhere to the applicable rules and regulations listed in LAPM [Chapter 15, Advertise and Award Project](#), including the following requirements set forth in this section.

4.1 Contract Award

Following the Notice of Intent to Award Letter and resolution of any bid protests or irregularities, the Alameda CTC Construction Contract Administrator will prepare a draft staff report for the Alameda CTC PM and Commission Engineer review, recommending that the Alameda CTC Programs and Projects Committee (PPC) and Commission approve the award of the contract to the lowest cost, responsive bidder. The draft staff report will state the contract amount and will authorize the Executive Director to execute the contract in accordance with Section 4.2 as follows. The draft staff report will also recommend authorizing the Executive Director to prepare and sign any other documents necessary to execute the contract and discuss the status of the project budget and the construction allotment.

The award of the contract will be placed on the upcoming PPC agenda if not previously approved along with the approval of advertisement, and provided the PPC recommends award, the matter will be put on the agenda for the upcoming Commission meeting. However, in the event that the bid analysis and resolution of irregularities cannot be concluded prior to the mail out date for the PPC meeting, staff may bring the contract award item directly to the Commission. If the Commission provides authorization to advertise and award contracts, the Executive Director may execute contracts that are within project budget allocations without further Commission approval.



4.2 Contract Execution

Once the Commission has awarded the contract, the Alameda CTC Construction Contract Administrator, in coordination with the RE, will prepare a Notice of Contract Award Letter to the selected contractor for the Commission Engineer's signature. This letter will include the contract signature form and instructions for the contractor to submit any additional required information, including but not limited to insurance certificates and endorsements, and payment and performance bonds, within the contractually specified time frame to facilitate the execution of the construction contract. Refer to Appendix F for a sample Notice of Contract Award Letter.

The Construction Contract Administrator, with assistance from the CMT, will review all documents submitted by the contractor. Insurance and bonds will be reviewed for appropriate information including, but not limited to:

1. Required Insurance limits (see Appendix G)
2. Required types of insurance
3. Required listing of additionally insured
4. Bond forms

When all requirements have been satisfied, the Construction Contract Administrator will initiate routing of the contract for approval. Once the contract is fully executed, the Construction Contract Administrator will distribute the fully executed contract with a Contract Approval Letter (see Appendix F) to the contractor, the CMT, and any other parties that may be listed in project-specific agreements.

5. Post Award

Post award is defined as the tasks to be performed after award and before construction begins, including an NTP pursuant to the contract special provisions. The CMT shall adhere to the applicable rules and regulations listed in LAPM [Chapter 16, Administer Construction Contracts](#) and the following requirements set forth in this section.

5.1 General

Once the construction contract has been awarded, the CMT has primary responsibility to administer the construction contract, which includes providing individuals or team members to serve as a RE, Structures Representative (SR), Office Engineer (OE), schedulers, claims analysts, construction surveyors, materials testers, and field inspection staff, as necessary.

The RE will be responsible for setting up the document control and filing system and will also be the focal point of all construction contract communications. Early in the project, the RE should discuss the disposition of project records with the Alameda CTC Construction Contract Administrator (and Caltrans and/or local agencies, as directed by the Construction Contract Administrator) to ensure that an appropriate documentation system is established to collect, organize, distribute, and store project documentation.

The RE will monitor and verify that all insurance, bonds, and other materials required of the contractor are submitted in a timely manner and are kept current and will be responsible for monitoring the contractor's labor compliance practices. The RE will communicate the status of the above to the Construction Contract Administrator, who will require corrective action in accordance with the contract documents for any non-compliance.



Following contract award and through contract acceptance, the RE will be Alameda CTC's primary interface with the contractor. All routine communications with the contractor will be through the CMT, led by the RE. The CMT/RE will coordinate with surveyors, materials testers, and with other stakeholders and project participants, as necessary. The RE shall also perform a Pre-Construction Survey of the project site to confirm site conditions prior to start of work. This includes documenting the pre-existing conditions of all facilities that have the potential to be affected by the contract work. The Pre-Construction Survey may include but is not limited to written descriptions and photographs and/or video, including drone flights as appropriate, that are to supplement pre-construction documentation. The CMT must follow the rules and regulations listed in LAPM [Chapter 16, Administer Construction Contracts](#), as applicable, and/or other local jurisdiction requirements, if appropriate.

5.2 Complete Award Package (for Federally Funded Projects)

For federally funded projects, prior to submitting the first invoice for the construction phase and within 60 days of contract award, the Alameda CTC PM must forward the following information as one package to the Caltrans District Local Assistance Engineer (DLAE):

- Exhibit 15-B: RE's Construction Contract Administration Checklist
- Exhibit 15-G: Construction Contract DBE Commitment
- Exhibit 15-L: Local Agency Contract Award Checklist
- Exhibit 15-M: Detail Estimate (based on award) or LAPM 3-A: Project Authorization/Adjustment Request

The DLAE will review the documents for completeness and accuracy. In addition, the DLAE will provide the project's construction contract award date and Exhibit 15-B to the Caltrans Oversight Engineer.

The RE assigned to the project must complete and sign Exhibit 15-B. The purpose of this checklist is to assure that the RE is familiar with the federal requirements before the construction begins. Deficiencies in contract administration procedures that cannot be corrected may result in the withdrawal of federal and/or state funds from the project. If the RE is a consultant, the Alameda CTC Construction Contract Administrator must sign Exhibit 15-B. Exhibit 15-M or LAPM 3-A and must be prepared to outline all project costs by Improvement Type Code. If the award amount is more or significantly less than the amount estimated at the time of construction authorization, the award package submitted to the DLAE will be used to update the project agreements. The Authorization to Proceed (E-76) and state-issued Finance Letter will be revised to reflect the updated project cost.

For details of these requirements, refer to LAPM Section 15.7, Award Package.

5.3 Construction Project E-Construction

The CMT will be required to store all project records electronically utilizing an off-the-shelf, fully customizable electronic document management system. The CMT shall provide training as required to all users. Documents uploaded into the electronic document management system will be assigned electronic indexing called metadata, which will facilitate the searching and retrieval of documents stored in categories per the Caltrans Construction Manual, [Chapter 5-102C Description of Categories](#). All final project files must be provided to Alameda CTC in an electronic accessible and readable format, following the Caltrans established filing category system.



5.4 Pre-Construction Conference

Once the contract has been executed, the Alameda CTC Construction Contract Administrator will authorize the RE to issue a Notice of Pre-Construction Conference to the contractor. The Notice of Pre-Construction Conference may be included in the Notice of Contract Award.

The purpose of the Pre-Construction Conference is to ensure that the contractor is well informed regarding important contract issues, submittals, sanctions for non-compliance with local, state, and federal requirements, and other specific project concerns. The RE will lead the discussion and, at a minimum, address the following topics: safety, Equal Employment Opportunity (EEO), labor compliance, subcontracting, environmental/permit compliance requirements, and any potential traffic or pedestrian handling issues. Stakeholder agencies will be invited to attend the Pre-Construction Conference and may include Caltrans, Alameda County, cities, utility companies, Port of Oakland, BART, Union Pacific Railroad (UP), and other key stakeholders. The RE will prepare and distribute the minutes of the meeting within one week of the Pre-Construction Meeting.

5.5 Notice to Proceed

The Commission Engineer, in consultation with Construction Contract Administrator and RE, will issue an NTP to the contractor in accordance with the terms of the construction contract. The NTP will establish the start date for construction and the projected completion date based on the number of allowable days stated in the contract (the basis to calculate any liquidated damage penalties). The contractor is expected to start work within the timeframe specified in the contract.

5.6 Department of Industrial Relations Public Works Project Registration

After the bid opening, the Alameda CTC Construction Contract Administrator will complete and submit the Public Works Project Registration (PWC-100) form to the California Department of Industrial Relations (DIR). The completion and submission of this form fulfills the required public works project award notification as required by Labor Code sec. 1773.3 (replacing former DAS-13 notification) and 8 Cal. Code Reg. sec. 16451(a). Refer to the [DIR PWC-100 online application](#) web page.

5.7 Water Board (Waste Discharger Identification Number/SMARTS)

Projects that disturb one or more acres of soil, or projects that disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, are required to obtain coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity [Construction Stormwater Program | California State Water Resources Control Board](#). Construction activity subject to this permit includes clearing, grading and disturbances to the ground such as stockpiling or excavation, but does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility.

The CMT, on behalf of the Alameda CTC LRP, must electronically submit PRDs prior to commencement of construction activities in the . PRDs consist of the Notice of Intent, Risk Assessment, Post-Construction Calculations, a Site Map, the Storm Water Pollution Prevention Plan, a signed certification statement by the LRP, and the first annual fee. Once these components have been submitted to SMARTS, a Waste Discharger Identification (WDID) number will automatically be emailed to the LRP.

6. Construction Phase

The CMT shall adhere to the rules and regulations listed in LAPM [Chapter 16, Administer Construction Contracts](#), as applicable, and the [Caltrans Construction Manual](#).



6.1 General

During the construction phase, Alameda CTC's responsibilities under the construction contract will be administered and/or monitored primarily by the CMT. The RE shall develop a construction team communication plan to ensure stakeholders are kept informed and issues are addressed in a timely manner.

Partnering is encouraged, whether formal or informal, on all projects. Formal partnering can be most effective on large or complex projects that require the careful coordination of construction activities between groups of stakeholders, with potentially competing goals and objectives, to obtain the project results desired. If formal partnering is employed on a project, all partnering costs are shared equally between Alameda CTC and the contractor. The Alameda CTC PM will determine if formal partnering is warranted.

6.2 Project Safety

All employees working on Alameda CTC construction projects and visitors must comply with occupational safety and health standards established by federal and state laws. These laws require all employers to provide a safe place of employment, reasonably free from danger to life or health, and to maintain a written Injury and Illness Prevention Program (IIPP).

FHWA requirements and the contract's Special Provisions establish compliance with safety regulations as a contract requirement. Employers must enforce compliance with all safety regulations and Special Provisions through the use of administrative procedures.

The prime contractor's IIPP and construction Code of Safe Practices (COSP) define standard safety practices for construction activities and operations. Subcontractors generally follow the prime contractor's IIPP and COSP unless the subcontractor's IIPP and COSP are more stringent, in which case the subcontractor must follow its own IIPP and COSP.

The contractor is responsible for project field safety. While the RE is not the primary field safety representative, the RE verifies that the contractor has an IIPP and COSP for the project. The RE shall conduct occasional field review safety audits and interviews with on-site contractor personnel to ensure that safe practices are adhered to and that the contractor is following its project COSP and applicable California Occupational Safety and Health Administration (Cal/OSHA) regulations.

The RE shall also develop a project-specific CM COSP that defines the standard safety practices for the CM firm employees and subconsultants involved with the inspection of construction activities and operations. Alameda CTC staff, visitors, and guests to the project site must be aware of and comply with the appropriate project IIPP and COSP. The RE is responsible for ensuring that the CM firm staff, Alameda CTC staff, visitors, and guests comply with the IIPP and COSP and that all receive the necessary training in project safety issues prior to visiting the construction site.

All site staff and visitors will be required to use appropriate Personnel Protective Equipment while on the project site. At a minimum, this Personnel Protective Equipment shall include American National Standards Institute (ANSI) standard type II, Class G or E Hard Hat, Class 2 or 3 Reflective Safety Vests, appropriate footwear, and other task-specific Personnel Protective Equipment as determined by the RE and as defined in the [Caltrans COSP Chapter 2.3](#) (October 2021).

At a minimum, safety meetings will be held for the CMT staff every 10 working days. However, safety should be discussed at all meetings, including weekly project construction meetings and pre-operation meetings.



Work within UPRR or BART right-of-way will require applicable Railroad Worker Protection Training. Other safety training, as applicable, will be determined on a project-by-project basis and may include but is not limited to Fall Protection Training, Confined Space Training, and Respirator Training.

Additional information related to project safety protocols and requirements are to be followed as defined in the Caltrans Construction Manual, [Chapter 2, Safety and Traffic](#).

6.3 Construction Progress Meetings

The CMT will conduct weekly Construction Progress Meetings with the contractor, Alameda CTC PM, and affected agency/jurisdiction representative, as appropriate. Other members of the project team will be included on an as-needed basis. The objective of these meetings is to keep the project on track by reviewing the schedule, coordinating upcoming work, updating the status of submittals and requests for information (RFIs), and resolving issues as quickly and economically as possible.

6.4 Progress Payments and Reporting

The contractor shall submit a request for payment with all supporting documentation on a monthly basis. Upon review, verification, and approval, the RE will prepare and submit a construction Progress Payment Estimate (PPE) request and RE checklist to the Alameda CTC Construction Contract Administrator in the format shown in Appendix C for approval. The RE shall submit the construction PPE to the Construction Contract Administrator within five working days of an approved request for payment from the contractor.

The PPE will identify all work performed during the current period, the previously paid amount, and the total paid to date. The PPE will also include the segregation of contract item work paid, change order work paid, materials on hand payment, deductions, and retentions. Alameda CTC will withhold 5% of all progress payments as retention.

Unless otherwise specified in the contract, upon the RE's determination that the contractor's PPE request is complete, Alameda CTC shall issue payment within 30 days.

The RE will prepare and submit a monthly status report to the Alameda CTC Construction Contract Administrator. The report will include:

1. Status of the construction contract and work completed
2. Anticipated major activities in the month ahead
3. Contract Change Order (CCO) status for all approved and pending CCOs, including approved CCO cost, anticipated CCO cost for pending change orders, and any contract time impact as a result of the change order
4. Status of the project budget
5. Status of contract time
6. Risk Register status/update

Refer to Appendix C for a report sample.

6.5 Contract Change Orders

Requests to modify the construction contract may be made by either the contractor or Alameda CTC based on the receipt or discovery of information that changes the scope, price, schedule, level of performance, or any other facet of the contract. Alameda CTC contract changes originator is the RE or the EOR.



The RE will be responsible for reviewing all contract change requests and, in consultation with EOR and the Alameda CTC Construction Contract Administrator, determine if a CCO is required.

All CCOs will be issued or negotiated in compliance with the contract specifications. After a successful negotiation and the cost of the change is established, the change must be incorporated into the contract by issuing a CCO. The RE will submit, with each CCO, a change order package to the Construction Contract Administrator consisting of the following:

1. CCO Form
2. CCO Memorandum, which contains a complete discussion of the issue and its ramifications and the type of CCO (negotiated, unit price, or force account) proposed. The memorandum is intended for Alameda CTC and its partnering agencies' use and should be sufficiently detailed to explain and justify the change such that an auditor should be able to read and independently understand the reasons for the work and the reasonableness of the compensation and time adjustments. The EOR shall concur with the CCO Memorandum if required.
3. Engineer's ICE
4. Contract Financial Summary
5. Change Order Log
6. External agency approval/concurrence per the agreement (s), if required
7. Others as required (record of negotiations, force account report, if work done on a force account, etc.)

Only the CCO (including EOR-approved plans, specifications) and ICE can be shared with the contractor.

The EOR will be responsible for obtaining necessary technical concurrences for CCOs, and the RE will be responsible for obtaining other necessary concurrences prior to issuing a CCO that may be required from funding and/or permitting agencies as defined by any Permits, Licenses, Agreements or Certifications (PLAC's).

The RE is responsible for preparing an ICE and Time Impact Analysis (TIA) for each CCO and the Contract Financial Summary showing the current funding status of the contract, reflecting the impact of the current change. The Contract Financial Summary shall include the contract award amount, bid quantity variations, the amount of approved CCOs, the amount of anticipated CCOs, Notice of Potential Claims forecast, current contingency balance, and forecast total at completion, with and without potential risks.

The Alameda CTC Construction Contract Administrator will review the CCO package and concur with the CCO and verify that there is sufficient funding within the construction allotment for the CCO.

- After obtaining the Construction Contract Administrator's approval, the RE will forward the CCO to the contractor for signature. Once the Contractor signs and returns CCO, it will be signed by the Construction Contract Administrator/PM and Commission Engineer for full execution, and a copy is sent to the contractor and Alameda CTC Finance Department. All change orders will follow Alameda CTC's Commission-approved policy regarding CCO approvals, limits and reporting requirements.



Under certain circumstances, the contract may require a force account or time and material CCO. The RE, in consultation with the Construction Contract Administrator, can direct the contractor to proceed with work on a force account basis when:

- Changed work must start before the scope of work is fully defined or before the value of the work can be agreed on.
- The contractor's cost proposal exceeds the EOR/RE estimate plus the probable risk estimate for the work.

The RE shall be responsible for the satisfactory control of the authorized force account work. It is essential in performing force account work to maintain complete daily records of all labor, material, and equipment used in performing the work. It is mandatory that the RE check the daily force account records and make certain that the records agree with the contractor's extra work bills and are complete as required. Compensation for force account work shall only be made when all extra work bills have been satisfactorily submitted, verified for accuracy, and paired with a daily report by the CMT.

Refer to Appendix C for templates/forms including a CCO, CCO Memorandum, CCO Log, ICE, and Contract Financial Status Summary.

6.6 Labor Compliance

This section presents the guidelines for administering the labor compliance provisions of the contract. These guidelines apply to all projects, whether locally, regionally, state, or federally funded. The California Labor Code; the Code of Federal Regulations (CFR), Title 29, Part 5; laws of the California DIR, FHWA, U.S. Department of Transportation (DOT); the California CFR; and the U.S. Department of Labor (DOL) provide the basis for contract administration protocol and the statutory authority to enforce labor compliance contract provisions.

To this end, the RE will work closely with the Alameda CTC Construction Contract Administrator to verify compliance as defined in Caltrans Construction Manual [Chapter 8, Section 1, Labor Compliance](#).

During construction, the RE will perform the following labor compliance duties:

- Discuss requirements at the preconstruction meeting.
- Document labor on projects.
- Verify that change order bills match certified payrolls.
- Conduct employee interviews.
- Collect certified payrolls.
- Review employee interviews and cross check them with certified payrolls.
- Provide recommendations on project withholding for missing or inadequate payrolls.
- Forward labor compliance complaints to the Alameda CTC Construction Contract Administrator.
- Issue correspondence as necessary to the contractor with input from the Alameda CTC Construction Contract Administrator.

The Alameda CTC Construction Contract Administrator will perform the following labor compliance duties:

- Submit PWC-100 form to DIR.
- Attend Pre-Construction Conference.
- Approve recommendations on project withholding for missing or inadequate payrolls.
- Assist RE with processing labor compliance complaints.
- Represent Alameda CTC for labor compliance hearings or court proceedings.



6.7 Equal Employment Opportunity Construction Administration

California requirements for public works contractors on the subjects of non-discrimination and EEO are located in Title VI of the Civil Rights Act of 1964; California Government Code, Section 12990; Title 2 of the regulations of the Fair Employment and Housing Commission; and California Code of Regulations, Sections 11105 and 11122.

Sections 7-1.02I (2), Nondiscrimination, and 7-1.11B, FHWA-1273, of the Standard Specifications and in the required federal contract provisions of the specifications call the contractor's attention to these and other requirements. Under the terms of the contract, the contractor is responsible for its subcontractors' compliance.

The RE will be responsible for verifying that the contractor has posted appropriate EEO jobsite posters, monitoring any required Federal Aid Training Provisions, reviewing annual Federal Aid Highway Construction Annual EEO reports, and taking necessary actions for non-conformance as indicated in the contract documents and Caltrans Construction Manual [Chapter 8, Section 8-2 Equal Employment Opportunity](#).

6.8 Disadvantaged Business Enterprise/Local Business Contract Equity Program

The RE shall review the commitment forms with inspection staff before work begins to ensure that field staff knows who will be performing DBE or LBE/SLBE contract work. If the commitment form has not been provided in the award package or is incomplete, the RE must contact the Alameda CTC Construction Contract Administrator and DBELO/LBCELO. Alameda CTC is required by federal and state regulations to monitor worksites to ensure work committed to a DBE or LBE/SLBE is being performed by the respective firms and ensuring a commercially useful function. For federally funded projects, the RE must certify in writing that a field review of DBE records occurred, and the worksite was monitored by the CMT. Monitoring and enforcement requirements are further detailed in the Caltrans Construction Manual [Chapter 8, Section 304 Activities During Construction](#).

6.9 Resolution of Disputes During Construction

6.9.1 Disputes and Claim Management

It is Alameda CTC's policy to resolve disputes promptly and avoids claims. The following steps should be taken for claim prevention and avoidance:

1. Perform constructability reviews of project plans at 65% and 95% design to identify issues that could lead to disputes/potential claims during construction. The Alameda CTC PM should ensure that the RE and CMT members participate in the constructability reviews and all of the construction risks are captured in the Risk Register.
2. During the Pre-Construction Conference, the RE will set the tone and make the point that Alameda CTC is interested in resolving disputes and changes efficiently and promptly at the lowest possible level in accordance with the contract.
3. To minimize the Alameda CTC's exposure to disputes, the RE and inspection staff need to consider the following guidelines:
 - Keep accurate records (daily diaries) to provide a firm defense for incomplete or frivolous claims.
 - Administer the contract fairly and consistently and address changes and extra work that will minimize the impact on the schedule. The cumulative effect of a large number of changes may lead to delay or disruption, or a loss of productivity claim.

- Avoid or at least minimize interference with the contractor's work plan and sequence.
- Look for issues that could impair the contractor and attempt to resolve them before they cause a problem.
- When possible, do not follow the contractor's work. The inspection staff needs to be proactive and be ahead of the contractor in an effort to identify potential issues before they arise.
- Be alert to potential claims through the following actions:
 - References in correspondence to events that could be a later claim
 - Comments of contractor personnel
 - Evidence of unusual record keeping by Contractor
 - The tone of the contractor's correspondence and behavior of subcontractors
- Promptly answer in writing and properly cross-reference correspondence relating to RFIs, disputes, or potential claim records. Acknowledge receipt for further study if no immediate answer is available.
- Become thoroughly familiar with the contractor's schedule and document any known reason for non-compliance, i.e., late deliveries of materials or delays of any kind. They can be used as concurrent issues in any delay claim.
- If the contractor is not the cause of delay, determine if the contractor's activities could be shifted to another area, away from critical path activities and if so, determine the additional time it would take to do so.
- Evaluate the impact on the critical path with the scheduler, if any.
- Question the contractor during the weekly progress meetings to document and bring any disputes or claims to the surface.
- Monitor the timeliness of Alameda CTC responses to submittals, RFIs, etc.

The RE is Alameda CTC's first line of defense in managing its exposure to claims. The RE must, whenever possible, try to resolve the disputes equitably with the contractor. The RE should attempt to negotiate a resolution to potential claims before they become formal claims by taking the following steps:

- Research the potential claim and gather all related documents that could be the basis of the potential claim and determine the merit of the contractor's position.
- If necessary, set up a conference with the contractor to fully understand the contractor's position.
- Monitor the timeliness of responses in accordance with the contract.

6.9.2 Potential Claim Process

It is the contractor's responsibility to file a formal notice of potential claim in accordance with the contract provisions. Upon receipt of the formal claim notice, the RE and RE's staff must:

- Advise the Construction Contract Administrator of the potential claim and create a separate claim file. All pertinent information must be included in the file consistent with the Contract's filing system.
- Use a potential claim log to track Potential Claim Record submission and response dates.
- Respond to the potential claim in timelines identified in the contract provisions. It is critical for the RE to track timelines of receipt and responses.
- Provide responses in accordance with the contract terms.
- Continue fact-finding meetings with the contractor and explore options for claim mitigation/resolution; however, always respond within the timelines in the contract.

The RE shall gather all relevant information on the dispute or disagreement that would allow Alameda CTC to defend the claim to a third party or in court. This information may include:

- History of facts leading to the dispute (fact sheet)
- Schedule and schedule updates, including a detailed analysis of the CPM schedule when the conditions leading to the dispute arose and any subsequent schedule developments
- Correspondence to and from the RE/EOR/consultants
- Minutes of meetings
- Internal memos
- Records of telephone conversations
- Inspector reports
- Extracts from diaries
- Daily labor and equipment records
- Photographs and video recordings, including a record of the date, and time, of photographs
- Internal reports of any significance
- Relevant logs (e.g., submittal, RFI, etc.) and documents

Respond promptly and in writing to a notice of claim, even if the letter is only an acknowledgment of receipt with determination to follow. Keep the claim file until the close of the contract, even if the claim does not materialize. The RE and Construction Contract Administrator should be prepared to participate in formal Alternative Dispute Resolution (e.g., Dispute Resolution Advisor (DRA) or Dispute Resolution Board (DRB) process) should the potential claim's mitigation efforts fail to result in an agreement with the contractor. When directed by the Construction Contract Administrator, the RE will:

- Organize the first claims conference with a team of Alameda CTC representatives who the Commission Engineer selects.
- Develop required position papers for the DRB. The position paper will be reviewed by the Alameda CTC Construction Contract Administrator and Commission Engineer before submission to the DRB.
- Develop a presentation for the DRB and present a mock argument to the Alameda CTC Construction Contractor Administrator.
- Submit the position paper to the DRA/DRB in accordance with the contract provisions.
- Review contractor's position paper and understand the contractor's position.
- Provide oral arguments to the DRA/DRB.
- Review DRA/DRB findings and discuss them with the Alameda CTC Construction Contract Administrator.
- Be prepared to participate as a member of the claims team and provide whatever information may be required for the assessment and negotiation phase. The RE must provide first-hand knowledge of the existing field conditions that may have led to the current situation.

During the dispute resolution process, the RE needs to ensure that the work progresses without undue influence from the dispute. The resolution effort must be kept separate from the ongoing work.

6.9.3 Contract Schedule Disputes/Delay Claims

Delay claims can be very complex and typically require specialized assistance to achieve resolution. They can include delay costs, extended overhead costs, and acceleration costs. It is not unusual to see several types of costs combined in a single delay claim as a total cost claim.

To minimize the potential for schedule disputes, the RE must do the following:

- Hold the preconstruction scheduling conference with the contractor.
- Obtain an approved baseline schedule prior to allowing work to begin. Contract provisions require baseline approval before starting work, but working days may still begin.



- During the review of the baseline schedule, ensure work sequences are clear, logical, and durations are reasonable and in accordance with the contract provisions.
- Verify the baseline schedule includes appropriate durations and logic for Alameda CTC and other third-party activities.
- Monthly updates and narratives are submitted contemporaneously and in accordance with the contract provisions. The RE should hold required retention and/or liquidated damages if the contractor does not submit updates in accordance with the contract provisions.
- Assure owner float activities are accurately identified and float is identified in the schedule on each update.
- Any change to future logic/sequencing or durations for the critical path or near critical path work shall not be incorporated within an approved TIA.

The RE must recognize circumstances that may lead to delay or acceleration claims and take preventative steps. The RE should consider/analyze the following:

- Has the Contractor changed the construction sequence versus what was planned in the schedule?
- If the sequence was changed, was Alameda CTC notified?
- Is the claimed issue affecting the critical path, or is the contractor's action leading to this end?
- Does the existing schedule give any indication of the contractor being able to work around the issue? If so, could the float be used?
- Is the contractor experiencing subcontractor problems and/or equipment performance problems?
- Is the contractor experiencing material delays and shipping problems?
- Has there been a change in personnel? Continuous monitoring of staffing before and after the potential claim is important.
- Are any contractor resources idle because of the potential claim, and if yes, could they be used elsewhere?
- Is the disputed work item(s) receiving the same attention and level of activity as before by the contractor?
- Is any equipment sitting idle, and would it have been used had there been no dispute?

The RE and scheduler should evaluate all options for mitigative efforts for owner-caused delays, including use of owner float, directed acceleration, and resequencing of work activities.

6.9.4 Claim Resolution

In the event that a dispute during construction becomes a claim, the RE will work with the Alameda CTC Construction Contract Administrator and Legal Counsel as directed. As discussed previously, proper documentation efforts and preparation during construction will be important for a detailed claim response. The RE should prepare a draft response letter for review by the Construction Contract Administrator and Commission Engineer. Legal Counsel shall be apprised and involved in the strategy for response and resolution.

A fully executed change order is considered the claim settlement agreement for claims settled. The change order must be written in sufficient detail to clearly describe the claims being settled, adjustments in contract time, disposition of liquidated damages, and compensation amount. The change order memorandum must refer to the approved claim settlement request memorandum. The claim settlement request memorandum is an internal, confidential document protected under attorney-client communication privilege and must not be given to the contractor or included in the project files. The original claim settlement request memorandum with signatures will be kept by Legal Counsel. The RE and Construction Contract Administrator must delete or destroy all other drafts and copies of claim



settlement request memoranda and should not substitute a change order memorandum for a claim settlement request memorandum. It is critical during the claims process to ensure proper confidential communications between Alameda CTC staff, Legal Counsel, and the CMT.

6.10 Authorized Budget Amount Increases

6.10.1 Construction Capital

The CMT will be responsible for maintaining records of the actual or expected costs of all approved, pending, and potential CCOs and all potential claims and trend information to forecast potential overruns in budget or schedule. The construction contract budget will include:

- Contract bid items
- Supplemental work items
- Project contingency funds
- Agency furnished materials

On a monthly basis, the CMT will report to the Alameda CTC Construction Contract Administrator the expected combined cost of these items and the base contract with an updated Risk Register on a contract financial status Summary sheet. Refer to Appendix C for sample Risk Register and Contract Financial Status Summary templates.

The RE is responsible for managing the project construction costs within the approved budget. The RE must track project expenditures, forecast future costs, determine the need for additional funds, and immediately notify the Construction Contract Administrator of any apparent funding shortfalls. The RE must continuously update the project contingency balance as changes occur and whenever additional costs (CCOs and item overruns) are identified. The RE should try to maintain a minimum 5% contingency for all remaining work and must not allow work to proceed that would require the encumbrance of additional funds before those funds have been approved and added to the contract allotment.

When the RE determines that additional funds are needed, the RE shall consult with the Construction Contract Administrator and discuss additional funds and potential alternatives to complete the project within budget. If it is determined that the best option is to request additional funds, the RE shall prepare a Supplemental Funds Memorandum to request additional funds from the Alameda CTC PM. The memo must explain the potential overrun and provide a justification, alternatives, and financial status. The memo must clearly explain:

- Why are additional funds needed?
- What work will be performed with the additional funds?
- What alternatives have been considered to mitigate the unforeseen expenses?
- When are the additional funds needed?

An assessment of financial status must show that the existing contingency balance will prove insufficient to complete the project within the approved contract scope.

Based on the Supplemental Funds Memorandum, the Alameda CTC PM shall alert Alameda CTC management of the potential funding shortfall and required actions and their timing. At the appropriate time, the Alameda CTC PM shall prepare a staff report for additional funds from the Alameda CTC Commission and/or seek funding from other participating funding partners. Refer to Appendix C for a sample Supplemental Funds Memorandum.



6.10.2 Construction Support

The Alameda CTC PM is responsible for managing the construction support budget, including CMT and Design Support During Construction services. The Alameda CTC PM must track support expenditures, forecast future costs, determine the need for additional funds, and immediately notify the Construction Contract Administrator of any apparent funding shortfalls. When the PM determines that additional support funding is needed, the PM shall consult with the Construction Contract Administrator and discuss additional funds and potential alternatives to complete the project within budget. If it is determined that the best option is to request additional funds, the PM shall alert Alameda CTC management of the need and actions required and, at the appropriate time, follow Alameda CTCs procedures to request additional funds from the Alameda CTC Commission and/or other funding partners.

6.11 Construction Staffing

Based on the size and complexity of the project, the Alameda CTC PM, in conjunction with the CMT PM and Construction Contract Administrator, must determine the staffing required to effectively manage the project. Typically, the project CMT will have a CMPM, RE, Assistant RE, OE, and at least one inspector. Additional staffing may be necessary for large projects including an SR, scheduler, claims support, rail coordinators, utility coordinators, other specialty subject matter experts, and document control staff. For smaller projects, some roles may be combined as follows: CMPM/RE and Assistant RE/OE/Inspector.

At the discretion of the Alameda CTC PM, any, or all of the roles on a project may be deemed non-essential and eliminated or reduced to part-time support.

6.12 Materials Testing

Alameda CTC does not have in-house resources for testing and inspection of materials. Provisions of such services and requirements of the QAP (see Appendix B) must be arranged prior to advertising a project and addressed appropriately in the construction documents. The current Alameda CTC QAP has been approved by Caltrans and is valid for five years after approval.

All testing shall be performed by certified testers (as applicable for ASTM, ACI, CTM, etc.), and labs shall have current certifications. All testing results shall be reviewed by the CMT, signed, logged into searchable and traceable electronic form, and saved in appropriate contract file categories. Any failing test results will require documentation indicating corrective action.

6.13 Surveying/Construction Staking

Construction staking should be performed in accordance with the [California Surveys Manual Chapter 12](#). Depending on the specific contract requirements, construction staking may be performed by the contractor's professional land surveyor or may be provided under the CMT contract. In either case, the construction staking must be performed under the supervision of a professional land surveyor and performed in accordance with the Caltrans Surveys Manual. In the event that staking is performed under the construction contract, the CMT should include resources to perform the necessary quality assurance (QA) survey. A critical component of the QA survey will be the verification of established survey control at the beginning of the project.

The EOR will be responsible for providing all survey files in both digital and hardcopy format, including applicable roadway slope stake listings for all roadway and detour alignments.



7. Construction Contract Close-Out

The Alameda CTC Construction Contract Administrator, with assistance from the Design Consultant and CMT, will ensure that all construction project close-out activities are completed and shall adhere to the applicable rules and regulations listed in LAPM [Chapter 17, Project Completion](#) including, but not limited to the following.

7.1 Safety Review

Prior to contract acceptance, a project review will be held with a focus on safety issues associated with the newly constructed facility. The review will be led by the RE and may include the EOR and other representatives from the facility owners (e.g., Caltrans, cities, Alameda County, utilities). Items of concern that the parties agree need to be addressed will be documented and resolved to the satisfaction of all parties.

7.2 Substantial Completion and Final Inspection

When the contract work nears substantial completion, the RE will schedule a final inspection of the project. The RE will verify that the requirements of the contract and any permits and agreements have all been met. Participants, at a minimum, will include the Alameda CTC PM, CMT, the jurisdiction(s) with the ultimate ownership/maintenance/operations responsibilities, and the contractor. The RE will develop a punchlist and transmit it to the contractor with copies to all participants and interested stakeholders. All items on the punchlist must be addressed prior to contract acceptance. Refer to Appendix C for the punchlist log template/form.

7.3 Contract Acceptance and Final Payment

Once the contractor has satisfactorily completed all punchlist items and has completed all project closeout requirements in accordance with the contract and any permits and agreements, the RE will notify the Alameda CTC PM. The RE, in coordination with the Alameda CTC PM, will confirm that the contract work has been completed to the satisfaction of the affected agencies and request relief of maintenance and closeout with the permitting/owner agencies.

When the contract work is completed, the RE will prepare and submit a Proposed Final Estimate (PFE) to the contractor. The PFE should be submitted as soon as possible after completion of contract work. Prior to issuance of the PFE, the RE should encourage the contractor to submit any outstanding change order bills and any other required documents; however, the PFE should not be delayed while awaiting this documentation. The PFE will reflect any remaining payments and/or deductions as applicable. The PFE should include any force account billings the contractor has not yet submitted. It is the contractor's responsibility to either submit these bills before the PFE or list them as exceptions to the PFE. The contractor will have 30 calendar days from the date of submitted PFE to provide detailed exceptions to the PFE. The RE should not discuss or negotiate with the contractor for any payment during this 30-day period. Failure of the contractor to provide exceptions within the allotted time is deemed as the contractor's acceptance of the PFE. All contractor exceptions to the PFE will be evaluated for merit. Any non-disputed items in the contractor's exceptions to the PFE should be paid immediately on a semi-final estimate. The remaining disputed items after meetings and negotiations will be handled as a contract claim in accordance with the contract claims process.

After the completion of the PFE process, the RE will then prepare and forward the final payment request to the Alameda CTC Construction Contract Administrator for processing and final payment. The final payment should also include the appropriate final utilization reports (e.g., SLBE, LBE, DBE, etc.) as may be required by the funds used for the contract, as well as the Certificate of Final Payment and Release.



Prior to recommending final payment to the prime contractor, the Alameda CTC PM will consult with the Commission Engineer and/or Legal Counsel to ensure all matters are fully resolved.

The Alameda CTC Construction Contract Administrator, in consultation with the RE will review the contract to ensure that all contractual obligations have been met. Upon completion of all reviews, the Alameda CTC Construction Contract Administrator, with assistance from the RE, will prepare a staff report to the Commission for contract acceptance. Once accepted by the Commission, the process of Notice of Completion (NOC) and Release of Retention will commence.

7.4 Notice of Completion/Release of Retention

Within 10 days following notice to the contractor that Alameda CTC has accepted the contract work as complete, the Alameda CTC Construction Contract Administrator will record an NOC with the County Recorder.

At the expiration of the statutory period of 60 days, following the publication of the NOC, if no stop notices have been filed against the project, the Commission Engineer will authorize the release of the contractor's retention, in accordance with the contract specifications. If any liens have been filed, the Commission Engineer will authorize the release of the contractor's retention less the amount of all liens and will refer the matter to Alameda CTC's Legal Counsel for resolution.

7.5 Project Documents

Early in the project, the CMT should discuss disposition of project records with the Alameda CTC Construction Contract Administrator (and Caltrans and/or local agencies, as directed by the Alameda CTC Construction Contract Administrator) to ensure that an appropriate documentation system is established to collect, organize, distribute, and store end-of-project documentation.

If the project is within Caltrans' jurisdiction and depending on the requirements of the project cooperative agreement and encroachment permit, required project documentation may consist of the following, but is not limited to:

- Design project history file
- Construction project history file
- As-built plans
- Environmental Commitment Record
- Survey and right-of-way documents
- Materials certification
- Structure construction records

The RE verifies the list of required documents with the Caltrans Oversight Engineer.

Similarly, if the project is within local agency(s) jurisdiction, the end of project documentation should be consistent with the requirements of the agreement/permit/memorandum of understanding (MOU) with the agency(s) or based on a mutual agreement with Alameda CTC PM. The PM/RE verifies the list of required documents with the agency(s) representative.

7.6 Project Completion Report

At the conclusion of the project, the CMT will prepare and submit a Project Completion Report to the Alameda CTC Construction Contract Administrator, in accordance with the LAPM and all applicable closeout forms and documentation.



7.7 Records Retention

The CMT will retain all construction documents in the electronic document management system until further action is directed by Alameda CTC in accordance with the Alameda CTC's Document Retention Policy.

7.8 Permits and Agreements Closeout

The CMT coordinates with the Alameda CTC Construction Contract Administrator to verify that the requirements of all permits and agreements have been met. If the project is within state/federal right-of-way or local jurisdiction, the Alameda CTC PM notifies appropriate agency(s) upon completion of the requirements. The encroachment permit/license agreement and cooperative agreement requirements are typically fulfilled when all the following conditions are met:

- Construction is completed in compliance with the contract documents, cooperative agreement, and encroachment permit/license agreement.
- All required encroachment permit/license agreement and cooperative agreement project documentation is delivered to Caltrans or appropriate agency(s)
- All necessary highway/roadway right-of-way is conveyed to the appropriate State/local agency(s)
- Notice of Construction Completion (NOCC) has been submitted to the Regional Water Quality Control Board (RWQCB) once construction for projects covered by the National Pollutant Discharge Elimination System (NPDES) permit is completed and Notice of Termination (NOT) is provided through the SMARTS system.

For Caltrans encroachment projects, the general provisions of the encroachment permit or license agreement require the permittee to notify the Caltrans/agency representative when work is completed. Completing Caltrans Form TR-0128, NOC Card, provides such notification to Caltrans. The notice to the local agency should follow the requirements set forth in the encroachment permit/license agreement or the MOU.

Contract PLAC may contain additional requirements regarding notification of project completion. The RE, in coordination with the Construction Contract Administrator, will review all PLAC to verify any required completion closeout/notification requirements and ensure all requirements are met before closing out the project.



Appendix A – Sample CM Scope of Work

SERVICES RELATED TO CONSTRUCTION ADMINISTRATION

CONSULTANT shall generally provide resources to ensure projects are constructed in accordance with the PS&E and in compliance with laws, funding requirements, and other project constraints. Anticipated resources may include RE, SR, Structural Material Representative, Assistant RE, OE, Qualified Inspectors (e.g., Materials, Electrical, Structural, Roadway), Scheduler, PIO, Construction Staking, Materials Inspection, and Claims Expert to effectively administer the project through completion of the project. The construction activities should be broadly divided into pre construction, construction, and post construction activities as follows:

PRE CONSTRUCTION:

1. Constructability Review(s)

Key Deliverables: Constructability review documented in required format

2. Review of TMP

Key Deliverables: Response to any comments on TMP

3. Preparation of QMP

Key Deliverables: Development of QMP and SIQMP

4. Bid Express and E-contract setup

Key Deliverables: Upload all contract bid documents to BidExpress. Set up project e-construction website and provide necessary training on use.

5. Assist with response to bid inquiries

Key Deliverables. Distribution of bidder inquiries to required stakeholders. Provide responses to bid inquiries in BidExpress

6. Bid Analysis in conjunction with the EOR

Key Deliverables. Bid analysis forms, review checklist, analysis documentation

7. Pre construction meetings

Key Deliverables. Meeting Agendas and Minutes.

CONSTRUCTION:

- 1) Perform field inspection activities, monitor contractor's performance, and enforce all requirements of applicable codes, specifications, and contract drawings.

Key Deliverables: Daily Inspection Reports, Photos with Photo Log, Materials Releases, Quantity Calculation Sheets.

- 2) Perform all construction administrative activities, including correspondence, construction phase



records construction phase records (e.g., diaries, requests for information, notice of potential claims, statement of working days, project photos), accounting, and document control.

Key Deliverables: written letters; file all project correspondence and other documents in accordance with Caltrans filing system; file / process all RFI's and submittals while maintaining logs for each RFI and submittal; written Weekly Statement of Working Days.

- 3) Review job site safety.

Key Deliverables: Written log showing that full-time CM staff read/signed the contractor's Injury and Illness Protection Plan and COSP.

- 4) Review and monitor the construction schedule. Develop alternative schedules to expedite the work, monitor and evaluate the contractor's progress, and evaluate construction claims.

Key Deliverables: Prepare independent CPM schedule in P6 to determine appropriate number of working days; Letter to contractor with comments to the baseline schedule, monthly updates, Time Impact Analysis, change orders, and claims. Written meeting minutes for meetings related to schedule issues.

- 5) Review submittals (e.g., falsework, detours, and staging plans) from the contractor and oversee the submittal process, including obtaining necessary approvals from the designer and other impacted stakeholders as may be required (e.g., Caltrans, jurisdiction, permit agencies).

Key Deliverables: All submittals retained in files and written logs of all submittal activity.

- 6) Evaluate, negotiate, recommend, and prepare change orders.

Key Deliverables: Written ICEs or detailed written reviews of contractor's cost estimates; prepare CCO document and CCO transmittal memo; prepare/maintain a CCO log which tracks the project budget.

- 7) Prepare and recommend progress payments.

Key Deliverables: Written quantity sheets for each bid item, prepare/issue a monthly pay estimate for the contractor.

- 8) Perform Labor Compliance and Field Reviews to ensure compliance. This may also include a review of the Contractor's Certified Payroll, Labor interviews, etc.

Key Deliverables: Complete Caltrans forms for labor interviews, maintain files for certified payrolls; log of all subcontractor's working on the project each week and if certified payroll was received; written letters to contractor and ACTC for any proposed payment withholding due to labor compliance deficiencies.

- 9) Ensure contractor's compliance with the requirements of the state and local agencies, including encroachment permits, business licenses, regulations, etc. Provide proactive on-site coordination with utility owners (e.g., PG&E, AT&T, UP, etc.) and construction contractors. Coordinate installation and testing services with the utility owners and contractors, as needed.

Key Deliverables: Written letters; diaries; photos; file correspondence from permitting agencies; meeting minutes.

- 10) Implement Alameda CTC's QAP and ensure all reports, calculations, measurements, test data,



and other documentation on forms specified by or otherwise acceptable to Caltrans and Alameda CTC.

Key Deliverables: Test reports; daily reports; logs of test results.

- 11) Schedule, manage, perform, and document all field and laboratory testing services. Material testing shall conform to the requirements and frequencies as defined in the contract specifications, Caltrans Construction Manual, and Caltrans Materials Testing Manuals.

Key Deliverables: Test reports; daily reports; logs of test results.

- 12) Provide final inspection services, including testing and installed facilities.

Key Deliverables: Inspection reports; test reports; collect training manuals and warranty information and transmit to maintaining agency.

- 13) Provide specialty material testing and source inspection & testing required for materials and equipment manufactured off-site.

Key Deliverables: Prepare Source Inspection QMP; Prepare Monthly Report for Source Inspection; written inspector reports; test reports.

- 14) Prepare the red-lined as-built plans and verify that the red-line changes are incorporated by the design engineer into the final electronic version of the as-built plans.

Key Deliverables: One set of red-line as-built plans to be transmitted to ACTC or Design

- 15) Procure agency-furnished items to minimize schedule and cost impacts to the project.

Key Deliverables: Written correspondence showing contractor took possession of items; written correspondence.

- 16) Coordinate Agency Furnished Materials with material providers (e.g., Cities, Caltrans, etc.) and the contractor.

Key Deliverables: Written correspondence showing contractor took possession of items; written correspondence.

- 17) Host and/or facilitate meetings, including preparation of all materials and staffing as may be required (e.g., Contractor progress meeting, Partnering Sessions, Stakeholder progress meetings and/or field visits, resource agency site visits, and outreach to impacted property owners/communities).

Key Deliverables: written meeting minutes and action items.

POST CONSTRUCTION:

- 1) Perform project closeout activities, including preparation of the final construction project report and filing of the NOC as necessary.

Key Deliverables: Final Report; PFE; Final Estimate; Written statements or "signed off permits" from all third-party agencies stating all improvements are accepted.

EQUIPMENT/TOOLS/SUPPLIES/FACILITIES/SPECIAL CONSIDERATIONS



- 1) Secure a facility and all necessary equipment (e.g., copier, desks, etc.) nearby the project site to accommodate the CMT. This may be considered as reimbursable other direct costs if not already included in CONSULTANT overhead.

Key Deliverables: Equipment and tools of the trade required CM team.

- 2) If not provided by others (e.g., construction contractor), the CONSULTANT shall provide the necessary equipment, tools, and supplies to provide the required services. This may include cell phones, laptops, vehicles equipped for construction activities, laths, manuals, office supplies, safety gear, etc. These may be considered as reimbursable other direct costs if not already included in CONSULTANT overhead.

Key Deliverables: Equipment and tools of the trade required CM team.

- 3) As may be required, the CONSULTANT shall secure special permits, fees, and insurance to access the worksite (e.g., Union Pacific Railroad).

Key Deliverables: Required permits, insurances

Availability: The CMT shall be generally accessible during Alameda CTC's hours of operation and as dictated by the Contractor's activities which may be conducted at night and during weekends and/or holidays.

Appendix B – Alameda CTC QAP



Quality Assurance Program

1.0 Purpose

This Quality Assurance Program (QAP) is a sampling, testing and inspection program that will provide assurance that the materials and workmanship incorporated into the Alameda County Transportation Commission (Alameda CTC) street and highway construction projects are in conformance with the contract specifications.

The main elements of the QAP are procedures for:

- Inspection of workmanship and materials
- Acceptance Testing (AT)
- Independent Assurance Sampling and Testing (IAST)
- Testing of Manufactured Materials

This QAP will guide the development of a project specific QAP for each construction contract administered by the Alameda CTC. This QAP should be updated every five years or more frequent if there are changes to the testing frequencies or to the tests themselves. Changes to this QAP required by state and federal regulations shall be deemed incorporated herein.

2.0 Applicability

Alameda CTC administered projects that are:

2.1 On- National Highway System (NHS) projects are governed by Caltrans QAP detailed in the following manuals and guides:

- Construction Manual
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines
- Independent Assurance Manual

Additionally, the Caltrans Standard Specifications (CTSS) must be part of the (PS&E). Test methods used must be as specified in the CTSS and special provisions.

2.2 Off-NHS, federally funded projects are governed by the procedures in this QAP. Its use is mandatory for Federal-aid projects and is recommended for other Alameda CTC street and highway projects. This local QAP is based upon the requirements for local QAPs contained in the aforementioned Section 16.11. Federally funded projects that mix on-and-off-NHS sites will utilize the Caltrans QAP.

3.0 Responsibilities of Implementation

This QAP does not supersede any provisions in the technical specifications. The Alameda CTC Project Manager, with assistance from the Alameda CTC's Consultant Construction Management Team, will ensure that a project specific QAP is prepared and on file for the project.

The Resident Engineer (RE) will ensure that the correct criteria is used as specified in the contract and that any changes must be reflected in an approved CCO.

The Commission Engineer will ensure that Alameda CTC project delivery staff and consultants apply this QAP and that the QAP is updated as required and fulfills the requirements stated in Chapter 16 – Administer Construction Contracts of the Caltrans Local Assistance Procedures Manual (LAPM) that each local agency must adopt a QAP that has been reviewed by the Caltrans District Local Assistance Engineer for federal-aid projects off the National Highway System. Caltrans will not process a Request for Authorization for Construction without verification of an adopted QAP.

4.0 Testing Required

This local QAP describes procedures for three types of required testing, described as follows:

- a. Acceptance Testing – procedures for regular testing of materials entering a construction project to verify that the materials, or products, comply with contract specifications or standards.
- b. Independent Assurance Sampling and Testing – procedures to verify that acceptance testing is being performed correctly by:
 - 1) Verifying that equipment used for acceptance is properly calibrated and in good working condition.
 - 2) Witnessing sampling and testing by the Acceptance Tester.
 - 3) Splitting material samples and comparing the test results between the Acceptance Tester and Independent Assurance Sampler and Tester.
- c. Testing of Manufactured Materials – procedures for inspecting, accepting and testing of manufactured and prefabricated materials either by source inspection, job site inspection, or certificate of compliance.

5.0 General Procedures and Requirements

Sampling and testing shall follow these general procedures:

- 5.1 **Construction Documents.** Alameda CTC does not have in-house resources for testing and inspection of materials. Provision of such services and requirements of this QAP must be arranged prior to advertising a project and addressed appropriately in the construction documents.



5.2 Sampling and Testing Options. Alameda CTC may select from the following sources to perform sampling and testing:

- Another agency's laboratory
- Caltrans' laboratory
- Private consultant laboratory

Non-Caltrans laboratories shall have a QAP that meets LAPM-16.11 requirements.

5.3 Engineering Charge. All laboratories shall be under the responsible engineering management of a California registered professional engineer who shall certify results of tests performed under his/her supervision.

5.4 Contractor Influence. The contractor shall not select or exercise any authority over the laboratory utilized.

5.5 Certification of Laboratory Personnel. The certification requirements of LAPM-16.11 shall apply. Generally:

- Current certification is required for the following sampling and testing personnel: construction management/inspection, local agency, and consultant laboratory.
- For on-NHS projects, certification shall be a "Certificate of Proficiency for an Acceptance Tester" (MR-0111), issued to an individual by the Caltrans District Materials Engineer or his designee, based either on Caltrans training, or on submittal of evidence of non-Caltrans training, experience or certification such as the "National Institute for Certification in Engineering Technologies" (NICET).

For off-NHS projects, certification of personnel for AT and IAST shall be either Caltrans (MR-0111 or MR-0100), NICET, or certificate with equivalent information as found on form MR-0111.

- Certificates for personnel on a project shall be retained in the Resident Engineer's (RE) project files.

5.6 Laboratory Equipment Calibration. Alameda CTC shall obtain documentation of consultant laboratory's calibration of its equipment in accordance with LAPM-16.11 and nationally recognized calibration standards. The laboratory is responsible for performing the calibrations and providing such records to Alameda CTC. Calibration records shall be provided to the Caltrans District Materials Engineer upon request.

Calibration of laboratory equipment and field test equipment (e.g. sand cones, scales, moisture test, slump cones, air meters) shall occur prior to use on a construction project and on regular, appropriate intervals not exceeding one year.

5.7 Cost Recovery. Materials testing and sampling costs are eligible to be charged to the construction engineering phase of the project.



- 5.8 **Buy America Certification.** Steel and iron products incorporated into the project must comply with Buy America requirements of the Code of Federal Regulations.
- 5.9 **Compliance.** Failure to comply with the local agency QAP may result in loss of Federal funds.
- 5.10 **Records.** Alameda CTC's and CMT's QAP material records of samples and tests, material releases, and certificates of compliance for a project shall be incorporated into the RE's project file. For Federally funded projects, records must be available for inspection by Caltrans and FHWA for a period of three years after the date of the last reimbursement received.
- 5.11 **Project Certification.** Upon project completion, the RE shall complete and sign a "Materials Certificate" (Caltrans LAPM Exhibit 17-G). The Certificate shall be submitted to the Caltrans Local Assistance Engineer (for Federally funded projects) and retained in the project construction files. All non-conforming materials must be explained and justified on the Certificate.
- 6.0 **Acceptance Sampling and Testing**
 - 6.1 **Definition.** Acceptance Testing ("AT") is defined as regular testing of materials entering a construction project to verify compliance with contract specifications or standards.
 - 6.2 **Timing.** Sampling should begin as soon as materials are placed on a project. Testing should be performed promptly to enable data evaluation and necessary measures to be taken by the RE and contractor.
 - 6.3 **Test Methods.** Both California and American Society of Testing and Materials (ASTM) test methods are acceptable.
 - 6.4 **Frequency.** Sampling and testing shall occur in accordance with Caltrans "Frequency Tables" (LAPM Exhibit 16-R), except as modified in writing by the Agency Engineer for a specific project. The tables are intended as a guide; the actual quality of materials tested may justify decreasing or increasing the frequency of subsequent similar samples and tests.
 - 6.5 **Tests to be Performed.** The tests to be performed shall be in accordance with Caltrans "Sampling and Testing Frequency Table" (LAPM Exhibit 16-R), and the Caltrans Standard Specifications as modified by the project Special Provisions, or as modified by an approved CCO.
 - 6.6 **Test Result Reporting Guidelines.** Results should be submitted to the RE within three (3) working days of sampling, or as directed by the construction schedule. Results may be expedited by using fax, telephone, or e-mail.
 - 6.7 **Test Data and Summary Logs.** Acceptance Testing Results Summary Log (LAPM Exhibit 16-22) or a similar form shall be maintained by the RE for each test method performed more than once.

6.8 Minor Quantities. Relatively minor quantities of materials from a known, reliable source may be accepted without testing if:

- a. The Resident Engineer (RE) and/or the CMT performs visual examination of materials, or
- b. The manufacturer or supplier certifies that the materials furnished comply with specification requirements.

Such records of acceptance shall be placed in the RE's project files with related inspection notes.

Examples of maximum "minor quantities" include (from LAPM-16.11):

- Aggregates used for other than Portland Cement concrete: 100 tons per day or 500 tons per project.
- Bituminous mixtures (includes Hot Mix Asphalt): 50 tons per day (sample at Engineer's discretion if project total is less than 500 tons).
- Bituminous material (includes Asphalt): 100 gallons per project.

6.9 Re-testing. Failing test results require re-testing to isolate the failed area. The Log Summary shall cross-reference the retest to the initial failed test.

7.0 Independent Assurance Sampling and Testing (IAST)

7.1 Definition. The purpose of these procedures is to verify that Acceptance Testing is being performed correctly and reliably, and to ensure that equipment is properly calibrated and in good working condition.

7.2 Applicability. IAST procedures are required for Federally funded projects on and off the NHS system. For on-NHS projects, LAPM-16.11 procedures apply. For off-NHS projects, Alameda CTC Project Manager will verify that its consultant laboratory's QAP includes IAST procedures for "testing its own testers". IAST procedures are optional and may be required at the discretion of the Agency Engineer for non-Federally funded projects.

7.3 IAST Testers. Only persons holding an Independent Assurance Sampler Tester (IAST) Certificate (Caltrans Form MR-0100) may perform IAST. These may include individually certified laboratory personnel or testers. Testers shall be free of conflict of interest if also performing other testing work.

7.4 Frequency of IAST. The IAST frequency shall be as specified in the laboratory's QAP for each project where IAST is required.

8.0 Testing of Manufactured and Assembled Materials

8.1 Definition. This procedure provides methods for inspecting, accepting, and testing materials that are manufactured or prefabricated off the project site.



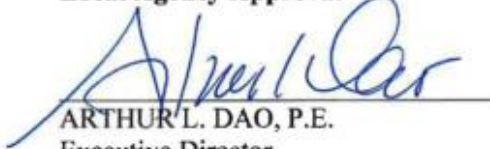
- 8.2 **Certificate of Compliance.** The Alameda CTC may accept manufactured products, materials, or assemblies if accomplished by a Certificate of Compliance, provided they do not involve structural integrity or public safety. Such Certificate shall be signed by the manufacturer and shall state that materials and workmanship conform to the specific project specifications.
- 8.3 **Source Inspection.** As an alternative to a Certificate of Compliance, Alameda CTC or its CMT, may request Caltrans to do a Source Inspection in accordance with LAPM-16.11 procedures.
- 8.4 **Applicable Materials.** Contract documents shall specify which materials require a certificate of Compliance (or optional Source Inspection). Typical materials are listed in LAPM Exhibit 16-T.
- 8.5 **Responsibility.** The RE and/or CMT shall ensure that Certificates are furnished with material deliveries and are kept in the RE's project files.
- 8.6 **Documentation.** The certified material's lot number and project number shall be identified on the certificate and on lot tags or stenciled on the material. In addition, this data shall be referenced on the inspector's daily logs and laboratory reports.
- 8.7 **Re-testing.** Certified materials may be sampled and tested again on the job site and rejected for cause whether in place or not.

9.0 References and Guides

The following documents provide more detailed guidance and examples for consideration in the development of the project specific QAP:

- Construction Manual, Chapter 6 – Sampling and Testing
- Construction Quality Assurance Program Manual
- Division of Construction Publications
- Office of Structural Materials - Local Agency Resources
- Office of Roadway Materials Testing Independent Assurance Program

Local Agency Approval

A handwritten signature in blue ink, appearing to read "Arthur L. Dao", written over a horizontal line.

ARTHUR L. DAO, P.E.

Executive Director

Alameda County Transportation Commission

Approved by Caltrans: September 2018



Appendix C – Sample Templates and Forms

Below is a list of templates and sample forms to be utilized by Alameda CTC staff in construction contract administration:

Templates

- Construction Change Order (CCO) Form
- Construction Contract Change Order (CCO) Memorandum
- Construction Progress Payment Form
- Construction Progress Payment RE Checklist
- Contract Financial Status Summary
- Contract Supplemental Fund Request Memo
- Extra Work Bill Log
- Incident Notification Communication Plan
- Potential Claim Record Log

Samples


- Constructability Review
- Construction Contract Change Order (CCO) Log
- Contract Change Order Independent Cost Estimate
- Material Testing Log
- Notice of Material to be Used Log
- Punchlist Log
- Risk Register

For editable electronic version of Templates and Sample Forms, please contact Alameda CTC Project Manager. "Samples" are typical construction forms to be modified as needed for the specific project.

Other forms can be found on the Caltrans website. <https://dot.ca.gov/programs/construction/forms>



Contract Change Order (CCO) Form Template

	Alameda CTC Project Name Contract No. _____ Federal Number: _____																
CONTRACT CHANGE ORDER NO. #		Sheet # of #															
To: _____, Contractor																	
<small>You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.</small>																	
NOTE: This change order is not effective until approved by the Alameda CTC.																	
<small>Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work at contract price, agreed price and force account. Unless otherwise stated, rates for rental equipment cover only such time as equipment is actually used and no allowance will be made for idle time. The last percentage shown is the net accumulated increase or decrease from the original quantity in the Bid Item List.</small>																	
Change requested by the [Contractor/Alameda CTC]																	
<p>The change order must be clear, concise, and explicit. When appropriate, it must include the following:</p> <ul style="list-style-type: none">a. Description of the work to be doneb. Location and limits of the workc. Applicable specification changes and references to specificationsd. Method and amount of paymente. Any adjustment to time of contract completion <p>For additional discussion and details, see LAPM Section 16.10 "Change Order (CO)".</p> <p style="text-align: center;">Estimated Cost: \$ _____ [Increase/Decrease]</p>																	
By reason of this order the time of completion will be adjusted as follows: x days																	
<table style="width: 100%;"><tr><td style="width: 60%;">Submitted by: _____</td><td style="width: 40%;">Date: _____</td></tr><tr><td style="text-align: center;">[Resident Engineer]</td><td></td></tr><tr><td>Approval Recommended: _____</td><td>Date: _____</td></tr><tr><td style="text-align: center;">[Project Manager]</td><td></td></tr><tr><td>Approved _____</td><td>Date: _____</td></tr><tr><td style="text-align: center;">[Commission Engineer]</td><td></td></tr></table> <p><small>We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.</small></p> <p>Accepted, Date _____ Contractor _____</p> <p>By _____</p> <table style="width: 100%;"><tr><td style="width: 33%; text-align: center;">Name</td><td style="width: 33%; text-align: center;">Title</td><td style="width: 33%; text-align: center;">Signature</td></tr></table> <p><small>If the contractor does not sign acceptance of this change order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.</small></p>			Submitted by: _____	Date: _____	[Resident Engineer]		Approval Recommended: _____	Date: _____	[Project Manager]		Approved _____	Date: _____	[Commission Engineer]		Name	Title	Signature
Submitted by: _____	Date: _____																
[Resident Engineer]																	
Approval Recommended: _____	Date: _____																
[Project Manager]																	
Approved _____	Date: _____																
[Commission Engineer]																	
Name	Title	Signature															

For editable electronic version, please contact Alameda CTC Project Manager.



Construction Contract Change Order (CCO) Memorandum Template

Alameda CTC Project Name _____					
Contract No. _____					
Federal Number: _____					
CHANGE ORDER MEMORANDUM. # _____				Page # of #	
TO:	[PROJECT MANAGER]			FILE:	
FROM:	[RESIDENT ENGINEER]				
CCO NO.	SUPPLEMENT NO.			CONTINGENCY BALANCE (including this change)	
##				\$ _____	
CCO AMOUNT	\$ _____ INCREASE DECREASE			CALTRANS APPROVAL REQUIRED? YES NO	
				IS REQUEST IN ACCORDANCE WITH ENVIRONMENTAL DOCUMENTS? YES NO	
ORIGINAL CONTRACT TIME: _____ DAYS	TIME ADJUSTMENT THIS CHANGE: _____ DAYS	PREVIOUSLY APPROVED TIME ADJUSTMENTS: _____ DAYS	PERCENTAGE TIME ADJUSTED (including this change) _____ DAYS	TOTAL # OF UNRECONCILED DEFERRED TIME (Including this change) _____ DAYS	
THIS CHANGE ORDER PROVIDES FOR (Add additional pages as needed):					
In a few sentences, briefly state what the change order provides. Supplemental change orders should also include a description of the original change order.					
<ul style="list-style-type: none">▪ Explain the need for the change, including the contractual basis of the change.▪ State the reasons a particular method of payment was chosen.▪ If the ordered change causes any work character change, explain the reasons.▪ State the extent of coordination and concurrence with others.▪ For major changes on federal projects of division interest projects, indicate the date of discussion and concurrence, if any, by the FHWA engineer.▪ If prior approval of the change order has been obtained, state the name of the person who granted prior approval and the date.▪ For a change order that is to be unilaterally approved, explain why the contractor will not sign or why the contractor's signature is not required.▪ Include justification for a time adjustment.▪ Attach supporting documents [e.g., independent cost calculations and time impact analysis].					
For additional discussion and details, see LAPM Section 16.10 "Change Order (CO)". Chapter 16 Administer Construction Contracts (ca.gov) and Section 5.3 "Changes" of the Caltrans Construction Manual: Chapter 5: Contract Administration, Section 3: Change Orders Caltrans					
CONCURRED BY:		ESTIMATE OF COST			
PROJECT MANAGER SIGNATURE	DATE		THIS REQUEST	TOTAL TO DATE	
OTHER	DATE	ITEMS	\$ _____	\$ _____	
OTHER	DATE	FORCE ACCOUNT	\$ _____	\$ _____	
OTHER	DATE	AGREED PRICE	\$ _____	\$ _____	
OTHER	DATE	ADJUSTMENT	\$ _____	\$ _____	
		TOTAL	\$ _____	\$ _____	
OTHER	DATE	FUNDING SOURCE	PERCENT		AMOUNT
COMMISSION ENGINEER SIGNATURE	DATE				
RESIDENT ENGINEER SIGNATURE	DATE				
FUNDING NOTES/COMMENTS: By PM's signature above, PM certifies that there is sufficient funding within the authorized contract contingency for this CCO as estimated [see CCO log attached].					

For editable electronic version, please contact Alameda CTC Project Manager.

Construction Progress Payment Request Form - Template

[illegible]

Cover sheet only. For complete document and editable electronic version, please contact Alameda CTC Project Manager.



Construction Progress Payment RE Checklist Template



RESIDENT ENGINEER'S CHECKLIST FOR PROGRESS PAYMENT NO. XX
PROJECT TITLE
ALAMEDA COUNTY TRANSPORTATION COMMISSION

P.O. No.:
Project No.:
Federal Aid No.:
Account No.:

Description:
Contractor:
Original Contract Price:
Notice to Proceed:

Billing Period

ITEM	DESCRIPTION	CONFIRMED	NOTES
1	CONTRACT PROGRESS		
	Weekly Statement of Working Days Prepared	Y/N or N/A	
	Daily Reports Prepared	Y/N or N/A	
	Pay Quantity Documents Prepared	Y/N or N/A	
	Progress Pay Estimate and Status of Funds Prepared	Y/N or N/A	
	Materials on Hand Documentation Verified	Y/N or N/A	
2	SAFETY		
	Safety Meetings Conducted	Y/N or N/A	
	Traffic Safety Enforced	Y/N or N/A	
3	LABOR COMPLIANCE		
	Weekly Listings Checked	Y/N or N/A	
	Certified Payroll Checked	Y/N or N/A	
	EEO / Wage Rate / False Statement Posters Posted	Y/N or N/A	
	Employee Interviews Conducted	Y/N or N/A	
	On Job Training: Apprentice Requirement:	Y/N or N/A	
4	DISADVANTAGED BUSINESS ENTERPRISES (DBE)		
	DBE Goal (XX%)	Y/N or N/A	
5	CONTRACT CHANGE ORDERS		
	CCO Log Updated and Filed	Y/N or N/A	
6	MATERIALS		
	Testing Performed in Accordance with Quality Assurance Program (QAP)	Y/N or N/A	
7	INSURANCE		
	Contractor Insurance in Effect	Y/N or N/A	
8	ENVIRONMENTAL STEWARDSHIP		
	Water Pollution Control Program Followed	Y/N or N/A	
9	CONTRACT DISPUTES AND POTENTIAL CLAIMS		
	Potential Claim(s) Addressed	Y/N or N/A	
10	CONTRACT TIME AND BUDGET EXPENDED		
	Contract Time Expended Through End of Period	Y/N or N/A	
	Contract Budget Expended Through End of Period	Y/N or N/A	
	Withholdings	Y/N or N/A	
	RE COMMENTS/ NOTES		

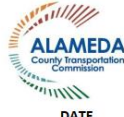
RE SIGNATURE _____

DATE _____

For editable electronic version, please contact Alameda CTC Project Manager.



Contract Financial Status Summary Template

CONTRACT FINANCIAL STATUS SUMMARY					
PROJECT NAME - Capital Funding Status				DATE	
(Contract No.)					
Engineers Estimate	\$	-			
Contractors Bid	\$	-			
Supplemental Funds	\$	-			
Agency Furnished Material (AFM)	\$	-			
Contingency Balance	\$	-			
Original Total Allotment	\$	-			
Current Construction Allotment	\$	-	(Total Allotment - AFM)		
Paid to Date as of X/XX/XXX (Month Year Estimate)	\$	-	(e)		
Current Construction Allotment					
Current Construction Allotment	\$	-			
Estimated Final Cost	\$	-	(Contractors Bid + Authorized CCOs + Estimated Item Balances)		
Current Contingency Balance	\$	-	(Should Equal the Actual Contingency Balance)		
PENDING CCO's NOT APPROVED					
CCO Number - CCO Name	CCO Cost		APPROVED CCOs	CCO Cost	
CCO ## - CCO Name	\$	-	CCO ## - CCO Name	\$	-
CCO ## - CCO Name			CCO ## - CCO Name	\$	-
CCO ## - CCO Name					
CCO ## - CCO Name					
Total Pending CCO's to Process \$ - (b)					
Total CCO's Approved \$ -					
Estimated Funding Shortfall					
Current Contingency Balance	\$	-			
Additional Funds					
Additional Funds					
Estimated Item Balances					
Total Remaining Contract Budget (REVISED)	\$	-	(a)		
Estimated Funding Shortfall = (a) - (b)					
Total Pending CCO to process - Total Remaining Contract Budget (revised)	\$	-			
Note: Positive Value = Available Funds Remaining; Negative Value = Funding Shortfall					
Estimated Final Completion Cost					
Estimated Final Cost	\$	-			
Total Pending CCO's to Process	\$	-			
Additional Funds	\$	-			
Estimated Item Balances	\$	-			
Estimated Final Completion Cost	\$	-	(d)		
Estimated Funding					
Estimated Funding	\$	-		Estimated Funding: \$	-
Replenish Contingency (5% Remaining Work)	\$	-	= 5% times (d - e)	Remaining Risk:	
Estimated Funding Need	\$	-		\$	-

Cover sheet only. For complete document and editable electronic version, please contact Alameda CTC Project Manager.



Supplemental Fund Request Memorandum Template

Date:

From: xxxxxxxx, Resident Engineer

To: xxxxxxxx, Construction Contract Administrator/Project Manager

Subject: CONSTRUCTION PHASE REQUEST FOR SUPPLEMENTAL FUNDS

It is requested that an additional \$x,xxx,xxx be allocated from the xxx Program for Contract xx-xxx on a budgeted project described below.

PROJECT NO. / FEDERAL PROJECT NO.:

PROJECT LOCATION:

PROJECT DESCRIPTION:

PROJECT CHRONOLOGY AND CONTRACT TIME

Event	Date or Days
Contract award date	
Contract approval date	
First working day	
Working days specified	
Contractual completion date	
Total CCO Days	
Total Weather Days	
Total Directors Days	
Total Other Days	
Approved Time Extensions	
Non-working days	
Extended Date for Completion	
Contract acceptance date (or target date)	

POTENTIAL OVERRUN EXPLANATION, JUSTIFICATION, AND ALTERNATIVES

Describe the type of work that caused this overrun/claim(s) in Construction Capital. Explain who, what, when, where, why, and how this overrun/claim(s) will occur.



Summarizes the project financial status and this supplemental fund request (sample below modify for project/request)

Item	Amount
Current Contingency Balance	\$XXXXXXXX
Pending CCOs	XXXXXXX
Pending EWBs	XXXXXXX
Anticipated Item Overruns	XXXXXXX
Anticipated CCO Overruns	XXXXXXX
Potential Item Adjustment Request	XXXXXXX
Punch lists and Safety Items	XXXXXXX
Subtotal Against Contingency	\$ XXXXXXXX
Anticipated Available Contingency Balance	XXXXXXX
Known Claims	XXXXXXX
Potential Additional Claims	XXXXXXX
Other Items	XXXXXXX
Subtotal	XXXXXXXX
Projected Deficit	\$(XXXXXXX)
	Say \$(ROUND)

Explain why this work cannot be completed within the existing fund allocation.

Explain to what extent the funding partners and stakeholders (if any) are willing to participate in the funding request.

Explain the consequences of not approving this request.

SUPPORT BUDGET

Provide support budget status

RISK ANALYSIS

Explain the project risks after supplement funding is approved, attach an updated Risk Register

LESSONS LEARNED

SUMMARY OF FUND REQUEST:

Questions concerning this request should be directed to xxxx, Resident Engineer, (510) xxx-xxxx, at xxxxx@alamedactc.org

For editable electronic version, please contact Alameda CTC Project Manager.

Extra Work Bill Log Template

Tracking of all Extra Work Bills is required to identify CCO number, submission date work description, amount requested, amount paid and estimate number of payment made.

[illegible]

Cover sheet only. For complete document and editable electronic version, please contact Alameda CTC Project Manager.



Incident Notification Process Template

All projects will develop an incident notification plan. This plan will be project specific and will include key contacts for emergencies. For larger projects, a comprehensive public information plan may also need to be developed in addition to the incident notification plan.

PROJECT NAME	
Project No/Contract No./Fed No.	INCIDENT NOTIFICATION COMMUNICATIONS PLAN
TYPE I: VEHICLE ENTERED CLOSURE WITHOUT INCIDENT	
1 Field staff to email project RE	
2 No further Action required	
TYPE II: PROPERTY DAMAGED DURING WORK (includes Vehicle Accidents within project Limits)	
1 Field staff to call RE	
2 RE to e-mail Alameda CTC Project Director and immediately call PIO	
TYPE III LATE LANE CLOSURE PICKUP	
1 Field staff to immediately call RE	
2 Field staff to notify affected Agency (e.g. CT Radio Room)	
3 RE to e-mail Alameda CTC Project Director and immediately call PIO.	
TYPE IV PERSONAL INJURY DURING WORK	
1 Field staff to immediately call 911 and RE	
2 RE to immediately all Alameda CTC Project Director and PIO.	
TYPE V FATALITY DURING WORK	
1 Field staff to immediately call 911 and RE	
2 RE to immediately all Alameda CTC Project Director and PIO.	
<p>Note: each incident management plan to be modified to specific project requirements. Dependent upon project, other key stakeholder notification will be added to the incident management plan to assure proper notification of any impacted agencies.</p> <p>Other Agencies that may require notification could be : Caltrans, Port of Oakland, Cities, etc.</p>	

Construction Management Team Contacts	
Construction Manager: Name	
Construction Manager: Phone #	
Construction Manager: e-mail	
Resident Engineer: Name	
Resident Engineer Phone #	
Resident Engineer e-mail	
Alameda CTC Contacts	
Project Director Name	
Project Director Phone #	
Project Director e-mail	
Public Information Officer Name	
Public Information Officer Phone #	
Public Information Officer email	
Director of Project Delivery Name	
Director of Project Delivery Phone #	
Director of Project Delivery e-mail	

For editable electronic version, please contact Alameda CTC Project Manager.



Potential Claim Record Log Template

All potential claims shall be tracked for assurance of response timelines as required by the contract documents.

Potential Claim Record Log																
FILE NO.	Potential Claim Record No.	DESCRIPTION	Initial Claim Received Date		Initial Claim Response Date		Supplemental Potential Claim Record Submitted Date		Supplemental Potential Claim Record Response Date		Final Potential Claim Record Submitted Date		Final Potential Claim Record Response Date		STATUS	Cost Impact
			Received	Response Due By	Response Sent	Response Days Left	Received	SPCR Due By	Response Sent	Response Due By	Received	FPCR Due By	Response Sent	Response Due By		
62.01	1															-
62.02	2															-
62.03	3															
62.04	4															
62.05	5															
62.06	6															
62.07	7															
62.08	8															
62.09	9															
62.10	10															
62.11	11															
62.12	12															
62.13	13															
62.14	14															
62.15	15															
62.16	16															
62.17	17															
62.18	18															
62.19	19															
62.20	20															
62.21	21															
															Total	

For editable electronic version, please contact Alameda CTC Project Manager.



Constructability Review Sample

Review: _____	Review By: _____				
Date Reviewed: _____	Response By: _____				
CONSTRUCTABILITY REVIEW AND DESIGNER RESPONSE					
Project Name Project No./Contract No. Fed No.	Submittal:				
DESIGNER CODE: A-Will Comply; B-Consultant to Evaluate; C-Will Not Incorporate; D – ACTC to Evaluate CMT CODE: Y-Incorporated; n- Not Incorporated					
Item No.	Review Comments	Designer Response	Design CODE	CMT CODE	Final Disp.
1.	This review focused on constructability issues in the %% dated xx/xx/xxxx.	Comment Noted	A	Y	
2.	Note to Designer: Please respond to each comment with a Code of A, B, C, or D, as defined above.	Comment Noted	A	Y	
CONTRACT PLANS/SPECIAL PROVISIONS/ENGINEERS ESTIMATES					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
This constructability/biddability review was performed to determine if there are impediments to the construction process and to identify areas of avoidable difficulties for the construction field forces. The object of this constructability/biddability review was to verify that the construction plans and/or specifications to be presented to contractors for bidding are: 1) Clear, concise, and coordinated; 2) Do not present unusual problems for the construction trades in regard to current construction practices, materials and equipment and 3) meet the functional requirements at a reasonable cost of construction. This constructability/biddability review is not a value engineering review, although some value analysis is included. This constructability/biddability review is separate from and does not include or in any way replace the design quality control review.					

For editable electronic version, please contact Alameda CTC Project Manager



Construction Contract Change Order (CCO) Log Sample

The CCO Log will be issued to track all approved and pending CCOs and contract item overruns/underruns. The CCO log shall track current and anticipated status of all budgets, including CCO budget, Contract Item Budget, Contingency Budget, Supplement Work Budget, and Agency Furnished Materials.

PROJECT NAME Contract Change Order Log Contract No.: Project No. / Federal Project No.:															
CCO NO.	DESCRIPTION	Agency CONCUR?	DATE TO Cont.	DATE FROM CONT SIGNED	DATE Tto ACTC	DATE ACTC APPROVE	TIME ADJUST.	SUPPL. FUNDS THIS CCO	CCO COST ESTIMATE BREAKDOWN					CCO OR ITEM ADJUSTMENT ESTIMATED AMOUNT	Remarks
									ITEMS	FORCE ACCOUNT	AGREED UNIT PRICE	LUMP SUM	ADJUST. OF COMP.		
001	CCO Name						0	\$25,000.00	\$0.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00	
002	CCO Name						0	\$8,000.00	\$0.00	\$8,000.00	\$0.00	\$0.00	\$0.00	\$8,000.00	
003	CCO Name						0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
004	CCO Name						0	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	
SUBTOTAL														\$38,000.00	

ITEM NO.	SIGNIFICANT ANTICIPATED CONTRACT ITEM OVERRUN (UNDERRUN)	UNITS	ENGINEER'S QUANTITY	CCO INCREASES / DECREASES	TOTAL QUANTITY TO DATE	PRICE PER UNIT	ENGINEER'S ESTIMATE	ACTUAL QUANTITY TO DATE	TOTAL COST TO DATE	QUANTITY OVERRUN (UNDERRUN)	ESTIMATED TOTAL PERCENT WORK TO DATE	PERCENT OVERRUN (UNDERRUN)	ESTIMATED AMOUNT OF TOTAL OVERRUN (UNDERRUN)	REMARKS
SUBTOTAL													\$0.00	

Original Bid Amount	\$27,277,849.00
Supplemental Funds	\$1,509,500.00
Original Contingency	\$4,091,676.00
Added Contingency	\$0.00
Total Budget	\$32,879,025.00

Total Supplemental Funds Assigned To Date	\$38,000.00
Total Supplemental Funds Remaining	\$1,471,500.00

Total Contingency Funds Assigned To Date	\$0.00
Total Contingency Funds Remaining	\$4,091,676.00

Cover sheet only. For complete document and editable electronic version, please contact Alameda CTC Project Manager.

CCO Independent Cost Analysis Sample

All CCOs shall include an independent Force Account Cost Analysis.

INDEPENDENT COST ESTIMATE CALCULATION SHEET										C.C.O. NO.	8	REPORT
PAGE # 1										AMOUNT AUTHORIZED		
CONTRACT _____										PREVIOUS EXPENDITURE		
CO. RT. P.M. _____										TODAY		
PN/Fed No _____										TO DATE		
WORK PERFORMED BY : Barrier Work										CONTRACTOR JOB NO.		
DESCRIPTION OF WORK : 2 night 609 lf										CONTRACTOR CCO NO.		
										TICKET NO.		

EQUIP. NO.	EQUIPMENT	REG. HOURS	OT HOURS	HOURLY RATE	OT Factor	Delay Factor	EXTENDED AMOUNTS	P.R NO.	LABOR	HOURS	HOURLY RATE	EXTENDED AMOUNTS			
						1.00	\$ -		Foreman	16	\$ 80.47	\$ 1,287.52			
						1.00	\$ -		Carpenter	48	\$ 60.77	\$ 2,916.96			
	Cat 314 E	16		\$ 55.00		1.00	\$ 880.00		Operator	16	\$ 74.79	\$ 1,196.64			
	3/4 Ton PU	32		\$ 33.00		1.00	\$ 1,056.00		Labor	64	\$ 60.77	\$ 3,889.28			
	1 Ton PU	32		\$ 35.00		1.00	\$ 1,120.00		Mason	64	\$ 60.96	\$ 3,901.44			
						1.00	\$ -					\$ -			
						1.00	\$ -					\$ -			
						1.00	\$ -					\$ -			
						1.00	\$ -					\$ -			
						1.00	\$ -					\$ -			
						1.00	\$ -					\$ -			
						1.00	\$ -		Total Reg. Time			\$ 13,191.84			
						1.00	\$ -					\$ -			
						1.00	\$ -					\$ -			
						1.00	\$ -					\$ -			
						1.00	\$ -					\$ -			
						1.00	\$ -					\$ -			
						1.00	\$ -					\$ -			
						1.00	\$ -					\$ -			
						1.00	\$ -		Total Over Time			\$ -			
SUBTOTAL COST OF EQUIPMENT							\$ 3,056.00	SUB-TOTAL				\$ 13,191.84			
MATERIAL and/or WORK done by specialists								LABOR SURCHARGE (Reg)		11%		\$ 1,451.10			
DESCRIPTION	NO	UNIT		UNIT COST				LABOR SURCHARGE (Overtime)		11%		\$ -			
Concrete	1			\$3,500.00			\$3,500.00	TRAVEL EXPENSE							
Reinforcing	1			\$2,000.00			\$2,000.00	NO. _____ @ \$							
Scuppers & Pipe	1			\$1,500.00			\$1,500.00	OTHER _____							
Night Plant	1			\$2,500.00			\$2,500.00	TOTAL COST OF LABOR			A	\$ 14,642.94			
							\$0.00								
							\$0.00								
SUBTOTAL COST OF MATERIALS:							\$9,500.00	TOTAL EQUIPMENT AND MATERIAL			B	\$ 12,556.00			
												A			
Cal.by:												35%	% MARKUP ON LABOR COST (SEE CONTRACT)	\$5,125.03	
Date:															
Check .by:												15%	% MARKUP ON EQUIP. MATERIAL & WORK COST	\$ 1,883.40	
Date:													SUB-CONTRACTOR MARKUP	10%	\$ 3,420.74
												TOTAL THIS REPORT		\$37,628.11	

Cover sheet only. For complete document and editable electronic version, please contact Alameda CTC Project Manager.



Material Testing Log Sample

On site material testing shall be tracked and logged. Any failing tests shall have corresponding passing test or documentation of acceptability.

PROJECT NAME												
PROJECT NUMBER												
CONTRACT NO. /FED NO.												
TEST NO.	BID ITEM	TEST DATE	MATERIAL TYPE	GENERAL LOCATION	SAMPLE LOCATION / TESTING LIMITS	ELEVATION	RC	RC REQ'D	PASS / FAIL	RETEST	TEST NO. OF PASSING TEST	COMMENT
1	B-060	7/16/2012	Lt. Br. Silty Clay	Abut #1 Embankment	B2R 187+00 to 188+61	10'	93	90	Pass	No	-	
2	B-060	7/16/2012	Lt. Br. Silty Clay	Abut #1 Embankment	B2R 188+61 to 190+75	18'	90	95	Fail	No	7	
3	B-060	7/16/2012	Lt. Br. Silty Clay	Abut #3 Embankment	B2R 192+20	19'	94	95	Fail	No	5	
4	B-060	7/16/2012	Lt. Br. Silty Clay	Abut #3 Embankment	B2R 193+87 to 197+00	12'	92	90	Pass	No	-	
5	B-060	7/17/2012	Lt. Br. Silty Clay	Abut #3 Embankment	B2R 192+20	19'	95	95	Pass	Yes	-	Retest of #3
6	B-060	7/17/2012	Dk. Br. Silty Clay	Abut #1 Embankment	B2R 187+00 to 188+61	18'	95	90	Pass	No	-	
7	B-060	7/17/2012	Dk. Br. Silty Clay	Abut #1 Embankment	B2R 188+61 to 191+00	18'	95	95	Pass	Yes	-	Retest of #2
8	B-060	7/17/2012	Dk. Br. Silty Clay	Abut #3 Embankment	B2R 193+87 to 197+00	16'	96	90	Pass	No	-	
9	B-060	7/18/2012	Lt. Br. Silty Clay	Abut #3 Embankment	B2R 193+00	5'	93	95	Fail	No	13	
10	B-060	7/18/2012	Lt. Br. Silty Clay	Abut #3 Embankment	B2R 193+87 to 197+00	15'	94	90	Pass	No	-	
11	B-060	7/18/2012	Lt. Br. Silty Clay	Abut #1 Embankment	B2R 187+00 to 188+61	5'	92	90	Pass	No	-	
12	B-060	7/18/2012	Lt. Br. Silty Clay	Abut #1 Embankment	B2R 188+61 to 191+01	8'	94	95	Pass	No	-	Reworked, passed after visual inspection by Andre A.
13	B-060	7/19/2012	Lt. Br. Silty Clay	Abut #3 Embankment	B2R 191+00, 193+87	6'	96	95	Pass	Yes	-	Retest of #9
14	B-060	7/19/2012	Lt. Br. Silty Clay	Abut #1 Embankment	B2R 187+00 to 188+61	3'-5'	95	90	Pass	No	-	
15	B-060	7/19/2012	Lt. Br. Silty Clay	Abut #1 Embankment	B2R 188+61 to 191+00	3'-5'	98	95	Pass	No	-	
16	B-060	7/19/2012	Lt. Br. Silty Clay	Abut #3 Embankment	B2R 193+87 to 197+00	10'	96	90	Pass	No	-	
17	B-060	7/20/2012	Lt. Br. Silty Clay	Abut #1 Embankment	B2R 187+00 to 188+61	FSG	98	90	Pass	No	-	
18	B-060	7/20/2012	Lt. Br. Silty Clay	Abut #3 Embankment	B2R 193+87 to 197+00	8'	93	90	Pass	No	-	
19	B-060	7/20/2012	Lt. Br. Silty Clay	Abut #1 Embankment	B2R 188+61 to 191+00	FSG	97	95	Pass	No	-	
20	B-060	7/20/2012	Lt. Br. Silty Clay	Abut #3 Embankment	B2R 191+00, 193+87	4'	96	95	Pass	No	-	
21	B-060	7/23/2012	Lt. Br. Silty Clay	Abut #1 Embankment	B2R 187+00 to 188+61	FSG	97	90	Pass	No	-	
22	B-060	7/23/2012	Lt. Br. Silty Clay	Abut #3 Embankment	B2R 193+87 to 197+00	6'	91	90	Pass	No	-	
23	B-060	7/23/2012	Gray Silty Clay	Abut #1 Embankment	B2R 187+00 to 188+61	5' -20'	96	95	Pass	No	-	
24	B-060	7/23/2012	Lt. Br. Silty Clay	Abut #3 Embankment	B2R 191+00, 193+87	1'	96	95	Pass	No	-	
25	B-060	7/23/2012	Lt. Br. Silty Clay	EB4 on-ramp from LTW	B2R 199+00 to 205+00	1' - 2'	93	90	Pass	No	-	

Cover sheet only. For complete document and editable electronic version, please contact Alameda CTC Project Manager.



Notice of Materials to be Used Log Sample

Notice of Materials used shall be tracked and linked to material release documents.

Notice of Materials to be used Log		PROJECT NAME AND NUMBER NOTICE OF MATERIALS TO BE USED				
ITEM NO.	BID ITEM NO.	ITEM DESCRIPTION	MANUFACTURER/PROVIDER	TL-0608 NOTICE OF MATERIALS TO BE FURNISHED	TL-028 NOTICE OF MATERIALS TO BE INSPECTED AT JOBSITE	COMMENTS
31.001	A90	Steel pipe piling (24x.500)	Trinity Manufacturing	x		
31.002	A93	Piling (Class 140)	Kia-Con	x		
31.003	B80	Piling (Class 200)	Atlas Tube Inc.	x		
31.004	A12	Temp. Construction Entrance - Stabilization Fabric	Contech Construction Products		x	
31.005	B6	Temp. Construction Entrance - Stabilization Fabric	Contech Construction Products		x	
31.006	A122	18" Alternative pipe culvert	Contech Construction Products		x	
31.007	B102	18" Alternative pipe culvert	Contech Construction Products		x	
31.008	A123	24" Alternative pipe culvert	Contech Construction Products		x	
31.009	B103	36" Alternative pipe culvert	Contech Construction Products		x	
31.010	B104	12" PVC Crossout	Contech Construction Products		x	
31.011	B105	24" PVC Crossout	Contech Construction Products		x	
31.012	B106	30" PVC Crossout	Contech Construction Products		x	
31.013	A133	18" Alternative Flared end section	Contech Construction Products		x	
31.014	A134	24" Alternative Flared end section	Contech Construction Products		x	
31.015	B111	24" Alternative Flared end section	Contech Construction Products		x	
31.016	A139	Rock slope protection fabric	Contech Construction Products		x	
31.017	B115	Rock slope protection fabric	Contech Construction Products		x	
31.018	A12	Temp. Construction Entrance - 2"x4" Aggregate	Hanson Aggregate		x	
31.019	B6	Temp. Construction Entrance - 2"x4" Aggregate	Hanson Aggregate		x	
31.020	A68	Imported material shoulder backing Class II Aggregate sub base	Hanson Aggregate		x	
31.021	B61	Imported material shoulder backing	Hanson Aggregate		x	
31.022	A77	Class 4 Aggregate sub base	Hanson Aggregate		x	
31.023	A78	Class 3 Aggregate base	County Quarry		x	
31.024	A75	12" Plastic pipe (200) supply line	R&B Company		x	
31.025	A76	8" corrugated high density polyethylene pipe conduit	R&B Company		x	
31.026	B67	8" corrugated high density polyethylene pipe conduit	R&B Company		x	
31.027	A127	8" Perforated plastic pipe under drain	R&B Company		x	
31.028	A128	3" Plastic pipe (Edge drain)	R&B Company		x	
31.029	A129	3" Plastic pipe (Edge out)	R&B Company		x	
31.030	A130	3" Plastic pipe (Approach slab drain outlet)	R&B Company		x	
31.031	B109	3" Plastic pipe (Approach slab drain outlet)	R&B Company		x	
31.032	B69	Class 3 Aggregate base	County Quarry		x	
31.033	A80	Asphalt treated permeable base	Anitoch Building Materials		x	
31.034	A81	Place hot mixed asphalt (type A)	Anitoch Building Materials		x	
31.035	B71	Place hot mixed asphalt (type A)	Anitoch Building Materials		x	
31.036	A85	Place hot mixed asphalt dike (type C)	Anitoch Building Materials		x	
31.037	A86	Place hot mixed asphalt dike (type E)	Anitoch Building Materials		x	
31.038	A87	Place hot mixed asphalt dike (type F)	Anitoch Building Materials		x	
31.039	B75	Place hot mixed asphalt dike (type C)	Anitoch Building Materials		x	
31.040	B76	Place hot mixed asphalt dike (type D)	Anitoch Building Materials		x	
31.041	B77	Place hot mixed asphalt dike (type F)	Anitoch Building Materials		x	

Cover sheet only. For complete document and editable electronic version, please contact Alameda CTC Project Manager.



Punchlist Log Sample

The preliminary and final punchlist will be tracked and documented. Preliminary punchlists will be developed by the CMT and oversight Agencies during the course of the project, and a Final Punchlist will be developed at project completion.

PRELIMINARY PUNCHLIST

PROJECT NAME

Project Name

Project No/Contract No

Fed No.

UPDATED ON:

Items	
Open	
Closed	
% Closed	

Item No.	Sheet #	Discipline	Line	Station	Description	Contract or Punchlist CCO	Status	Type	Date Cont Reported Complete	Date Accepted	Accepted By	Comments

Cover sheet only. For complete document and editable electronic version, please contact Alameda CTC Project Manager.



Risk Register Sample

For editable electronic version, please contact Alameda CTC Project Manager.

RISK REGISTER LEVEL	3	PROJECT NAME			DIST-EA	04-XXXXX (04XXXXXXX)	Project Manager	0	RISK MANAGER								TOTAL COST (Capital +Support)				\$6.00		
PROJECT PHASE	PS&E	PDT MEMBERS			RISK ASSESSMENT INFORMATION														TOTAL DAYS (Construction + Initial review (30 days)+ Closeout (60 days))				91
Risk Identification					Probability		Cost Impact (\$)				Time Impact (days)				Phase	Capital / Support	Individual Risk	Risk Response					
Status	ID #	Category	Title	Risk Statement	Current Status/ Assumptions	Prob Low	Prob High	Cost Low	Cost Most likely	Cost High	Cost Probable	Low	Most likely	High	Time Probable	ENG/ CON	C/S	Rationale	Strategy	Response Actions	Risk Owner	Updated	
Active	1	Construction	Unidentified Utility Conflicts	Unanticipated utilities may be encountered during construction leading to extra work for relocation or mitigation resulting to additional project costs and schedule delays.	Underground construction operations may conflict with existing utilities.	10	30	\$0	\$10,000	\$20,000	\$2,000	0	2	5	0	CON	C	Based on PDT's input and past projects of similar scope.	Mitigate	Project supplemental item to cover for any potential buried man-made objects (BMMO) is added in the cost estimate. RE will work with contractor to resolve unanticipated BMMO if encountered during construction.	Construction	2/10/2020	
Active	7	Construction	Allocation for unidentified risks	Contingency needs to be allocated (based on industry practice) for issues that are missed when identifying uncertain events.	Industry accepted practical recommendations for including "unknown unknowns" into probabilistic cost and schedule risk models are used.	80	100	\$0	\$0	\$0	\$0	0	0	0	0	CON	C	Size of "unknown " allowances is dependent on the novelty of the project, stage of development of the project and type of industry. This risk account for all unidentified risks that the PDT didn't anticipate.	Accept	The projects Contingency funds includes 1% for all "Unknown Unknowns". RE to tap into contingency in case of need. This project has requested for 5% in Contingency.	Construction	2/10/2020	
Active	8	Construction	Support Costs Due to weather days	When contractor is allocated a weather day, COS costs will be incurred to the department. This risk is to cover all COS incurred to the Department. There are no delay costs.	No weather days were anticipated by the design team.	80	100	\$0	\$0	\$0	\$0	0	0	0	0	CON	S	Based on CT historical data. Projects with similar working days have an average of 0% - 10% of weather days allocated.	Accept	In case of need, RE and PM to tap into G-12 support funds.	Construction	2/10/2020	
Active	9	Design	COS costs due to delay	Additional support costs will be needed if the project is delayed during design phase. Cumulative costs of all Design risks.	There are Unanticipated COS costs expended by the design team due to changes and delays to the project.	100	100	\$0	\$0	\$0	\$0	0	0	0	0	ENG	S	This is cumulative of all the active risks with "P1" of Phase column.	Accept	See individual responses if there were any to the various risks identified in phase 1 (Design) that have schedule impacts. In case of any support costs overruns PM to request for G-12 support funds.	Design	2/10/2020	
Active	10	Design	Indirect costs of Project Design/RTL Delay (Mostly Escalation Costs)	If the project gets delayed in Design phase, RTL will be delayed resulting in Escalation of project costs. This is cumulative of all costs due to delay of RTL.	Escalation costs of 5%/year is assumed for projects that get delayed in design phase.	100	100	\$0	\$0	\$0	\$0	0	0	0	0	ENG	C	This is cumulative of all the active risks with "P1" of Phase column.	Accept	See individual risk responses if there were any to the various risks identified in Phase 1 (Design).	Design	2/10/2020	
Active	11	Construction	COS costs due to delay	Cumulative costs of additional Construction COS needed due to delays in construction phase.	There are Unanticipated COS costs expended by the Construction team due to changes and delays to the project.	100	100	\$1	\$5	\$9	\$5	0	0	0	0	CON	S	This is cumulative of all the active risks with "P4" of Phase column.	Accept	See individual responses if there were any to the various risks identified in Phase 4 (Construction) that have schedule impacts. In case of any support costs overruns PM to request for G-12 support funds.	Construction	2/10/2020	
Active	12	Construction	Indirect costs of Project Construction: (TRO & TRO+ & Escalation)	Cumulative costs of delays due to any of the other risk items occurring in construction phase, these are the indirect costs associated with occurrence of any of identified risks causing a construction delay.	Has CO delay costs (TRO, TRO+ and Escalation Costs) Escalation = 5%/Year, TRO=10% of Capital Costs/Year TRO+ = 5% of Capital Costs/year	100	100	\$0	\$1	\$1	\$1	0	0	0	0	CON	C	This is cumulative of all the active risks with "P4" of Phase column.	Accept	See individual responses if there were to the various risks identified in Phase 4 (Construction).	Construction	2/10/2020	



Appendix D – Alameda CTC Bid Procedures

Alameda CTC Bid Protest Procedure

Application

The Bid Protest Procedure shall apply to Bid Protests, as such term is defined herein, relating to all contracts for the construction of public works projects and associated procurements that are to be awarded by the Alameda CTC by competitive sealed bid.

Definitions

For this procedure, the following definitions apply:

- a) "Alameda CTC" means the Alameda County Transportation Commission, located at 1111 Broadway, Suite 800, Oakland, CA 94607.
- b) "Bid Protest" means a protest filed by a Bidder on a contract in accordance with the provisions of this Policy, which protest (i) claims that one or more Bidders on the contract should be disqualified or rejected for any reason; (ii) contests an Alameda CTC staff recommendation to award the contract to a particular Bidder; or (iii) contests an Alameda CTC staff recommendation to disqualify or reject any bidder(s) on the contract. Only a Bidder on a Contract or such Bidder's authorized representative may file a Bid Protest.
- c) "Bidder" means any person or firm that submits a bid on a Contract.
- d) "Contract" means any applicable contract described in Section 1 of this Policy.
- e) "Contested Bidder" means a Bidder on a Contract which the Bid Protest claims should be disqualified or rejected.
- f) "Protesting Bidder" means a Bidder on a Contract, or such Bidder's authorized representative, who files a Bid Protest on the Contract in accordance with the provisions of the contract.
- g) "Business day" means a regular working day, excluding Saturdays, Sundays, and holidays observed by the Alameda CTC.
- h) "Written Notice" means notice to be given in writing addressed to Alameda CTC, the protesting bidder or protested bidder (as appropriate) and delivered via electronic mail (e-mail) delivery.

Notice Procedures

All notices and other communications required or desired to be given under this Policy shall be in writing and shall be deemed duly given when delivered to Alameda CTC electronic mail bid protest notice e-mail address with notices attached to e-mail in a pdf format

Additionally, in the case of notices sent by Alameda CTC, notices shall also be deemed duly given when transmitted by e-mail.

Notices addressed to the Alameda CTC under this procedure must be addressed and provided to Alameda CTC as provided below.



Electronic Mail Address: ACTC_BidProtest@alamedactc.org

SUBJECT LINE: BID PROTEST – CONTRACT NUMBER -BIDDER NAME

ATTACHMENT LETTER HEADING

BID PROTEST – CONTRACT NUMBER

c/o Alameda CTC Construction Contract Administrator

Alameda County Transportation Commission

1111 Broadway, Suite 800, Oakland, CA 94607

Notices sent to any bidder under this Procedure shall be sent to the notice or business address or electronic mail address set forth in such bidder's bid package. Any bidder may change its address for notices by giving written notice to Alameda CTC in the manner set forth above.

Form of Bid Protest

Any Bid Protest shall be in writing and shall provide the name, address, telephone number, number and e-mail address of the Protesting Bidder and shall identify the Contract to which the Bid Protest pertains, including the Contract number and the date that bids for such Contract were received by Alameda CTC. The Bid Protest shall identify and explain the factual and legal basis for the protest, and shall include by attachment to the Bid Protest, any written material that the Protesting Bidder wishes to have considered in connection with the protest. Any Bid Protest that fails to meet these requirements shall not be considered.

Submission of Bid Protest to Alameda CTC

Any Bid Protest must be received by Alameda CTC no later than 4:00 PM on the fifth (5th) business day following receipt by the Protesting Bidder of written notice from the Alameda CTC's issuance of the Notice of Intent to Award. Bid Protests received by Alameda CTC after the deadline, or which do not otherwise comply with the requirements of this procedure shall not be considered. Bid Protests shall be submitted to the e-mail address specified in Section 3-1.09, Bid Protests of the contract Special Provisions.

Investigation by Staff

If a Bid Protest is properly filed, Alameda CTC will promptly provide a copy thereof to the Protested Bidder. The Commission Engineer and staff (Alameda CTC PM, Construction Contract Administrator, and the CPM) will thereafter review the facts and circumstances of the protest. Upon request from Alameda CTC, each Bidder shall promptly provide additional information necessary for Alameda CTC to conduct its review of the Bid Protest. Alameda CTC may, but shall not be obligated to, hold a meeting or meetings in order to obtain additional information and to seek to resolve the matter. In such event, Alameda CTC shall give notice to the Protesting Bidder and the Protested Bidder, indicating the time and place of the meeting. This notice will be provided by electronic mail. If the Protesting Bidder fails to attend any meeting following not less than three (3) working days' notice, the Bid Protest will be deemed withdrawn and shall no longer be considered by Alameda CTC.

Response to Bid Protest

At the conclusion of its review, the Alameda CTC Construction Contract Administrator, in consultation with the Commission Engineer, Alameda CTC PM, and RE, will provide the Protesting Bidder and the Protested Bidder written notice of the Alameda CTC's recommendation with respect to the Bid Protest,



which notice will include a statement of Alameda CTC's recommendation and a clear explanation. The notice will be given via electronic mail. No later than 4:00 P.M. on the third (3rd) working day following the date such notice is received, if either Bidder has an objection to the recommendation, such Bidder shall provide written notice to Alameda CTC requesting a hearing on the Bid Protest. If no such notice is received, Alameda CTC's recommendation shall be deemed accepted by the parties, and the recommendation shall be forwarded to the Alameda CTC Commission for action.

If a request for a hearing is received in accordance herewith, the matter shall be referred to a Bid Protest Panel consisting of three persons knowledgeable with respect to matters related to public contracts and bid protests, and at least one person shall not be Alameda CTC staff. The Executive Director shall select the panel members and designate one panel member as the Chair. The Executive Director will endeavor to pick panelists that do not have, or have not had, financial interest or employment with either the Protesting Bidder or Protested Bidder within the past five (5) years. The Chair of the panel shall promptly convene the panel to hear the Bid Protest. The Protesting Bidder and the Protested Bidder shall be provided a minimum of five (5) working days' notice of the time and place of the hearing.

The Bid Protest and staff's recommendation regarding the Bid Protest shall be submitted to the Panel for consideration at the hearing. Following the hearing, the Panel shall do one of the following:

- a) Accept the recommendation of Alameda CTC as submitted,
- b) Amend the Alameda CTC recommendation, or
- c) Recommend the rejection of all Bids.

The decision of the Panel is final with respect to the disposition of the Bid Protest. The Panel's recommendation will be forwarded to the Commission. Thereafter, the Alameda CTC Commission's role is limited to either awarding the contract as recommended by the Panel or rejecting all Bids.



Alameda CTC Bid Forms and Samples

Advertise and Award Schedule

Each project shall include an Advertise and Award schedule. The schedule shall be developed prior to contract advertisement and needs to consider the date of Commission meetings, including PPC meeting.

Project Name:
Project Number:
Contract Number:

Updated XX/XX/XXXX

Action	Planned Date	Actual date Completed	Responsible	Comments
Coordinate Legal Advertisement	XX/XX/XXXX		CMT	Two weeks before advertisement to run in paper to run one day per week for 2 consecutive weeks.
Industry Outreach Notification	XX/XX/XXXX		ACTC	for "intent" to advertise as necessary dependent upon project.
Funding Allocation	XX/XX/XXXX		ACTC	Include date of funding allocation (e.g. CTC, Local, E-76)
Advertisement Start	XX/XX/XXXX		CMT	Through Bid Express. Bid Duration TBD by Commission Engineer
Prebid Conference	XX/XX/XXXX		ACTC / CMT	ACTC Office
Bid Inquires Deadline	XX/XX/XXXX		ACTC / CMT	The cutoff is at 2:00 PM, the fifth business day before the bid opening
Bid Opening	XX/XX/XXXX		ACTC / CMT	Opened on Bid Express/Live Meeting at ACTC Office
CMT Recommends Award to ACTC / Send Intent to Award Letters to All Bidders	XX/XX/XXXX		CMT	CMT to perform bid analysis and recommend Award (5 Business days)
Notice to Programs and Projects Committee (PPC) two weeks prior to PPC Meeting	XX/XX/XXXX		ACTC	Fourth Tuesday of the month
Program and Project Committee Authorization	XX/XX/XXXX		ACTC	Second Tuesday of the month
Notice to Commission on Results / Board Packet - two weeks before Commission meeting	XX/XX/XXXX		ACTC	Second Thursday of the month
Commission Award Contract	XX/XX/XXXX		ACTC	Fourth Thursday of the month
Award Letter to Contractor	XX/XX/XXXX		ACTC	Award letter is due within 30 days of bid opening
Contractor Return of Bonds, Insurance, and Signed Contract	XX/XX/XXXX		ACTC	Contractor to return within 10 business days of receiving the award letter
Contract Approval	XX/XX/XXXX		ACTC	ACTC to review and approve within 10 business days of receiving from the contractor
Notice to Proceed (from CMT to Contractor)	XX/XX/XXXX		CMT	Notice to proceed is due within 30 days of Contract approval.
First Working Day	XX/XX/XXXX		CMT	Contract time will commence on the 11th business day following the notice to proceed
Anticipated Final Working Day	XX/XX/XXXX		CMT	Date based on total working days (do not include weather)

For editable electronic version, please contact Alameda CTC Project Manager.



Notice to Bidders (NTB) Sample

In conjunction with the design team and Construction Contract Administrator, the CMT will develop a NTB. The NTB shall include a general work description, bidding instructions, and any special details necessary to convey to bidders.

NOTICE TO BIDDERS

Bids Submission Deadline: DATE at TIME

General work description: PROJECT WORK
DESCRIPTION under the Caltrans 2015
Standard Specifications and Standard Plans.

The Alameda CTC ("Authority") will receive
sealed bids for the PROJECT NAME("Project").

District-County-Route-Post Mile:

Alameda CTC Contract Number: XXX
Caltrans Project ID: XXXXXXXXXXXX
Federal-aid Project No. XX-XXXX/XXXX

Bid forms for this work can be found and
completed at www.bidexpress.com.

An electronic bidding process has been adopted
for this solicitation. Paper bids will not be
accepted. Electronic bids shall be submitted
through www.bidexpress.com. All bidders must
register on www.bidexpress.com and create
Digital ID through Bid Express to submit a bid.

It can take up to five (5) business days to process
your Digital ID and it is highly recommended that
a Digital ID be active 48 hours in advance of
submitting an electronic bid. Costs associated
with obtaining said Digital ID and submitting a
bid using Bid Express shall be the sole
responsibility of the bidder.

Contract Documents will be available from
www.bidexpress.com. Any addenda issued for
this project will also be available at this website.

The Contractor must have a Class A General
Engineering Contractors license.

You are prohibited from bidding on the project if
you are ineligible to perform work on a public
works project under § 1777.1 or § 1777.7 of the
Labor Code.

This project is subject to the "Buy America"
provisions of the Surface Transportation
Assistance Act of 1982 as amended by the
Intermodal Surface Transportation Efficiency Act
of 1991. Bidders must complete and include with
their bids the appropriate certification relating to
compliance with the Buy America requirements.
A bidder that submits an incomplete or incorrect

Buy America certificate may have their bid
deemed non-responsive in the sole discretion of
the Authority. Bidders are advised to review the
specific Buy America requirements contained in
the Contract Documents and under 49 CFR Part
661. Buy America requirements apply to each
acquisition of iron, steel, or manufactured goods.
Thus, unless an acquisition qualifies for a waiver
as discussed in 49 CFR Part 661.7, federal funds
may not be used to finance the acquisition of iron,
steel, or manufactured goods not in compliance
with Buy America requirements.

This contract is subject to state contract
nondiscrimination and compliance requirements
pursuant to Government Code, Section 12990.

Prior to submitting a bid, the Contractor and
subcontractors must be registered with the
Department of Industrial Relations and qualified
to perform public work pursuant to Labor Code
section 1725.5, subject to limited legal exceptions
under Labor Code section 1771.1. If awarded a
contract, the successful bidder and its
subcontractors of any tier shall maintain active
registration with the Department of Industrial
Relations for the duration of the Project.

Bids must be on a unit price basis.

The successful bidder shall complete work within
XXX working days from the commencement date
set forth in the Alameda CTC notice-to-proceed.
If the successful bidder fails to complete the work
within the above-specified time limit, the
Contractor shall pay liquidated damages to the
Alameda CTC, computed at the rate outlined in
the 2015 Caltrans Standard Specifications.
Additionally, the bidder's attention is directed to
the Special Provisions where there are provisions
related to liquidated damages associated with
missing interim milestones and late pick-up of
lane closures.

The estimated cost of construction is
\$XXXXXXXX

A pre-bid (pre-proposal) meeting is scheduled for
TIME, on DATE, and LOCATION. Prospective
bidder's attendance is HIGHLY
RECOMMENDED but not mandatory.

Bids will be opened electronically in a public
forum and read aloud at TIME on DATE at the
office of the LOCATION. Bids received after this
time will not be accepted. Bids are valid for ninety
(90) calendar days after the bid opening date.

Questions about alleged patent ambiguity of the plans, specifications, or estimate must be submitted as a bidder inquiry before bid opening. After this time, the Authority will not consider these questions as bid protests.

Submit all bidder inquiries directly through the Authority's solicitation page under the section titled "Q&A." Bidder inquiries must be received by TIME. On DATE. All responses to bidder inquiries and addenda will be available at www.bidexpress.com. It is each bidder's responsibility to check the website for these documents.

Submit your bid with bidder's security equal to at least ten percent (10%) of the bid amount. The bid security shall be in the form of cash, certified or cashier's check, electronic bond (eBond), or a bid bond in favor of the Alameda CTC. Security deposit other than electronic bond must be received by the Authority prior to the bid opening. A copy of the paper bid bond, has been included with the attachments. A paper bid bond must be submitted to the Authority's office ADDRESS, in a sealed envelope and labeled with the project name and contract number prior to bid opening.

All prime contractors are encouraged to use qualified Small Business Enterprise ("SBE") subcontractors and directly purchase goods from qualified SBEs by utilizing SBE vendors when available and the price of the goods sought is reasonable. All prime contractors are required to report on SBE usage on a quarterly basis during the term of each contract, using a form provided by the Authority.

For purposes of this bid, a SBE shall be a "small business" within the meaning of California Govt Code §14837. If the Alameda CTC LBCE Policy conflicts with any funding source's programs, policies, regulations or requirements, the Alameda CTC will make the SBE Policy consistent with said funding source's programs, policies, regulations, and requirements to the extent permissible by law.

This is a federal aid contract. The Disadvantaged Business Enterprise ("DBE") contract goal is 16%. You must meet this DBE goal and/or provide adequate Good Faith Efforts documentation as outlined in the Special Provisions and in accordance with federal DBE

regulations codified at Title 49, Part 26 of the Code of Federal Regulations. To comply with the Authority DBE Program's Good Faith Efforts requirements, the bidder must take certain actions a minimum of fifteen (15) days prior to bid opening.

The Federal minimum wage rates for this Project as determined by the United States Secretary of Labor are set forth in the *Bid* book. If the minimum wage rates as determined by the United States Secretary of Labor differs from the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the contractor and subcontractors must not pay less than the higher wage rate. The US Department of Labor does not accept lower state wage rates not specifically included in the federal minimum wage determinations. This includes helper, or other classifications based on hours of experience, or any other classification not appearing in the federal wage determinations. Where federal wage determinations do not contain the state wage rate determination otherwise available for use by the contractor and subcontractors, the contractor and subcontractors must not pay less than the federal minimum wage rate that most closely approximates the duties of the employees/workers in question.

For the Federal training program, the number of trainees or apprentices is 20.

Pursuant to Section 1770, et seq. of the California Labor Code, you, and all subcontractors under you will pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations and comply with all applicable Labor Code provisions, which include the employment of apprentices, the hours of labor and the debayment of contractors and subcontractors. Pursuant to Labor Code Section 1773, the Authority 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 Authority's offices and shall be made available to interested parties upon request.



If you are awarded a contract, you must post a copy of the prevailing wage rates at the job site.

The successful bidder and all subcontractor(s) under him, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

California Department of Transportation has made available Notices of Suspension and Proposed Debarment from the Federal Highway Administration. For a copy of the notices, go to http://www.dot.ca.gov/hq/esc/oe/contractor_info. Additional information is provided in the Excluded Parties List System at www.sam.gov.

The U.S. Department of Transportation ("DOT") provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Only registered plan holders may protest this solicitation process. Submit all solicitation process protests in writing before the deadline stated below along with a \$2,500 protest fee. The submitted protest fee shall be made payable to the "ALAMEDA CTC." The protest fee will be refunded to you only if the protest is upheld by the Authority. Written protests with the \$2,500 protest fee must be addressed to COMMISSION ENGINEER, Alameda CTC 111 Broadway Suite 800, Oakland CA 94607

You may protest the terms of this solicitation on the grounds that:

- (a) a material provision is ambiguous,
- (b) any aspect of the procurement process is contrary to express legal requirements under this procurement, or
- (c) this solicitation in whole or in part exceeds the Authority's authority.

Protests regarding this solicitation may be filed only after the registered plan holder has informally discussed the nature and basis of the protest with the Alameda CTC Project Director, NAME AND PHONE in an effort to remove the grounds for protest. Any protest regarding this solicitation must completely and clearly state the grounds for protest and include all factual and legal documentation in sufficient detail to establish the merits of the protest. Protests regarding this solicitation must be filed as soon as the basis for protest is known to you, but no later than five (5) business-days before the deadline for receipt of bids. No hearing will be held on the protest, but it will be decided, based on the written submissions, by the Alameda CTC Executive Director, whose decision will be final and conclusive. The Executive Director may, but need not, request other registered plan holders submit statements or arguments regarding the protest and may, in his/her sole and absolute discretion, discuss the protest with the protestant. A decision regarding any protest shall be in writing and, if necessary, appropriate revisions to this solicitation may be made by issuing addenda.

Failure to raise a ground for a protest regarding this solicitation will preclude consideration of that ground in any protest of a selection unless such ground was not and could not have been known to you in time to protest before the final date for such protests. The written decision on a protest will be made available to all registered plan holders. The Authority may extend the deadline for final receipt of bids to address any such protest issues.

An inadvertent error in listing a subcontractor in a bid proposal who is not registered pursuant to Labor Code section 1725.5 will not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

- a) Subcontractor is registered prior to the bid opening.
- b) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Labor Code section 1725.5.
- c) Subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

Labor compliance oversight will be conducted by the Department of Industrial Relations, Division



of Labor Standards Enforcement. You must comply with the requirements under section 1771.3 of the Labor Code and Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. In accordance, with Labor Code section 1771.4, you and each of your subcontractors must furnish the certified payroll records directly to the Department of Industrial Relations on the specified interval and format prescribed by the Department of Industrial Relations, which may include electronic submission. You must comply with all requirements and regulations from the Department of Industrial Relations relating to labor compliance monitoring and enforcement. It is your sole responsibility in submitting a bid to evaluate and include the cost of complying with all labor compliance requirements under the contract and applicable law in the bid amount.

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 your and your subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, you and your subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

Pursuant to Public Contract Code Section 22300, you may substitute certain securities for funds withheld by the Alameda CTC to ensure your performance under the contract.


Award of Contract: The Alameda CTC will award the Contract for the work to the lowest responsible bidder submitting a responsive bid as determined from the base bid alone by the Alameda CTC. The Alameda CTC reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

BY THE ORDER OF THE ALAMEDA
COUNTY TRANSPORTATION
COMMISSION:



Pre-Bid Meeting

All Prebid Meetings will have an Agenda and Meeting minutes taken and distributed to all attendees. The Prebid Meeting minutes will be issued as an Addendum to the contract bid set.



1111 Broadway, Suite 800, Oakland, CA 94607 • 510.208.7400 • www.AlamedaCTC.org

PREBID MEETING MINUTES

PROJECT	NAME
PROJECT #/CONTRACT# FEDERAL PROJECT #	
MEETING TITLE	Pre-Bid Meeting
DATE	DATE
TIME	TIME
LOCATION	Alameda CTC 1111 Broadway Suite 800 Oakland, CA 94607
ATTENDEES	See sign-in sheet

ITEMS

1.0	ALAMEDA CTC INTRODUCTION
2.0	DBE PARTICIPATION RESOURCES
3.0	PROJECT INTRODUCTION
4.0	PROJECT DESCRIPTION
5.0	ENCROACHMENT PERMITS
6.0	STORM WATER POLLUTION CONTROL REQUIREMENTS
7.0	ENVIRONMENTALLY SENSITIVE AREA
8.0	BID OPENING
9.0	BID INQUIRES
10.0	ADDENDA
11.0	PLAN HOLDER LIST
12.0	QUESTIONS

DISTRIBUTION: Addendum No. 1:

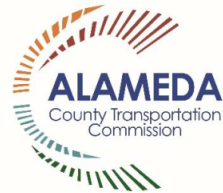
THESE MINUTES REPRESENT THE AUTHOR'S INTERPRETATION OF THE DISCUSSIONS THAT TOOK PLACE AT THE SUBJECT MEETING. IF THE READER'S INTERPRETATION DIFFERS, PLEASE CONTACT THE AUTHOR WITHIN FIVE (5) DAYS OF RECEIPT OF THESE MINUTES.

For editable electronic version, please contact Alameda CTC Project Manager.



Addendum Format Template

Addenda may be issued as necessary to modify bid documents.



ALAMEDA COUNTY TRANSPORTATION COMMISSION (Alameda CTC)

ADDENDUM #

Month, Day, Year

FOR
CONSTRUCTION OF

PROJECT NAME
FEDERAL-AID PROJECT NO. #####

Contract No. ###-####

Contract No. ##-####



The following additions, deletions, or modifications shall become part of the Contract Documents for this Project:

ADDENDUM NUMBER

ITEM NO. 1: Description #1

ITEM NO. 2: Description #2

ITEM NO. 3: Description #3

ITEM NO. 4: Description #4

APPROVED:

Name
Commission Engineer

Contract No. ##-####

For editable electronic version, please contact Alameda CTC Project Manager.



Evaluation Checklist Sample

All Bids shall be fully evaluated utilizing a bid evaluation checklist. This will provide consistency during bid evaluation and analysis and comply with all federal bidding evaluation guidelines.



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BID EVALUATION CHECKLIST

PROJECT	NAME Contract No. XX-XXXXXX Project No. XXXXXXXXXX Federal Project No.
ADVERTISE DATE	XX MONTH YEAR
BID OPENING DATE	DAY MONTH YEAR
BID OPENING TIME	2:00 PM
LOCATION	ALAMEDA CTC OFFICE 1111 Broadway, Suite 800 Oakland, CA 94607
LOW BIDDER	CONTRACTOR NAME
BID AMOUNT	\$xxxxxxx

PART ONE

BUSINESS INFORMATION	YES/NO
ACKNOWLEDGEMENT OF NUMBER OF ADDENDA ISSUED — Number of Addenda: XX	YES/NO
BID ITEM LIST	YES/NO
10Q - DISCLOSURE OF LOBBYING ACTIVITIES FORM	YES/NO
15G - CONSTRUCTION CONTRACT DBE COMMITMENT FORM (DUE BY 4 P.M. ON DATE)	YES/NO
15H - DBE INFORMATION – GOOD FAITH EFFORTS (IF REQUIRED - DUE BY 4 P.M. ON DATE)	YES/NO
LIST OF SUBCONTRACTORS	YES/NO
NONCOLLUSION DECLARATION	YES/NO
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION	YES/NO
DEBARMENT AND SUSPENSION CERTIFICATION	YES/NO
STATEMENT OF ABILITY TO OBTAIN BONDING	YES/NO
NONLOBBYING CERTIFICATION	YES/NO
IRAN CONTRACTING ACT CERTIFICATION	YES/NO
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION	YES/NO
BUY AMERICA CERTIFICATION	YES/NO
DECLARATION RE NON-DISCIPLINARY OR INVESTIGATORY ACTION	YES/NO



BID EVALUATION CHECKLIST

BIDDER'S BOND	YES/NO
 PART TWO	
WAS PROPOSAL SUBMITTED ON TIME?	YES/NO
WAS PROPOSAL PUBLICLY OPENED AND READ?	YES/NO
WAS THE PROPER BID SCHEDULE USED?	YES/NO
WAS A PRICE ENTERED FOR EVERY ITEM?	YES/NO
WAS A TOTAL BID PRICE SHOWN?	YES/NO
WERE ALL FORMS DEVOID OF IRREGULARITIES?	YES/NO
WAS AN INDEPENDENT REVIEW OF THE BID PERFORMED?	YES/NO
DOES THE BID APPEAR TO BE BALANCED?	YES/NO
WAS THE BID SCHEDULE FREE OF MATHEMATICAL ERRORS?	YES/NO
WERE ALL MATHEMATICAL ERRORS, IF ANY, RESOLVED IN ACCORDANCE WITH THE PROVISIONS OF THE PROPOSAL FORMS?	YES/NO
DID ALL BID AMOUNTS COMPLY WITH THE MINIMUM, MAXIMUM, OR EXACT AMOUNTS, IF ANY, IN THE SPECIAL PROVISIONS?	YES/NO
WAS THERE ADEQUATE COMPETITION (I.E. 3 OR MORE BIDS)? — Number of Bids: XX	YES/NO
HAS A BID TABULATION OF ALL THE BIDS BEEN PERFORMED TO VERIFY THE LOW BIDDER? — See Attached	YES/NO
WAS THE SUCCESSFUL BIDDER'S LICENSE VERIFIED ON THE STATE LICENSE BOARD WEBSITE? — See Attached	YES/NO
WAS IT VERIFIED ON THE DEPARTMENT OF INDUSTRIAL RELATIONS WEBSITE THAT THE SUCCESSFUL BIDDER IS NOT DEBARRED? — See Attached	YES/NO
WAS THE BID BOND VERIFIED? — Electronic verification through SurePath	YES/NO
WAS THE DBE GOAL (XX%) MET? — ACTUAL %	YES/NO
OTHER INFORMATION AS NECESSARY — SUMMARY OF CONVERSATION (INCLUDE NAME, DATE, TIME, SUMMARY OF DISCUSSION TOPIC)	

VERIFIED BY: **NAME**
 Resident Engineer

DATE: **DAY MONTH YEAR**

For editable electronic version, please contact Alameda CTC Project Manager.



Alameda CTC Construction Management & Administration Guide

Bid Item Evaluation Sample

All bid items shall be analyzed and compared to the Engineers Estimates for indication of either mathematical or materially unbalanced bids.

Project Name		Sample Bid Evaluation												
Project No.		Bid Opening Date												
Contract No.		Bid Item Evaluation												
Fed No.														
Item No	Item Code	Item Description	Unit of Measure	Estimated Quantity	APPARENT LOW BIDDER		APPARENT SECOND BIDDER		APPARENT THIRD BIDDER		Engineers Estimate		Average Bid	
					Bidder #1		Bidder #2		Bidder #3					
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	070012	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	LUMP SUM	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$6,000.00	\$6,000.00	\$15,000.00	\$15,000.00
1A	22835	CONTRACTOR SUPPLIED BIOLOGIST	LS	LUMP SUM	\$550,000.00	\$550,000.00	\$550,000.00	\$550,000.00	\$550,000.00	\$550,000.00	\$150,000.00	\$150,000.00	\$316,666.67	\$316,666.67
2	071325	TEMPORARY FENCE (TYPE ESA)	M	850	\$20.00	\$17,000.00	\$8.00	\$6,800.00	\$8.00	\$6,800.00	\$16.00	\$13,600.00	\$12.00	\$10,200.00
3	074016	CONSTRUCTION SITE MANAGEMENT	LS	LUMP SUM	\$1,300,000.00	\$1,300,000.00	\$35,000.00	\$35,000.00	\$100,000.00	\$100,000.00	\$35,000.00	\$35,000.00	\$478,333.33	\$478,333.33
4	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$25,000.00	\$25,000.00	\$8,666.67	\$8,666.67
5	074027	TEMPORARY EROSION CONTROL BLANKET	M2	9466	\$3.00	\$28,398.00	\$3.00	\$28,398.00	\$5.00	\$47,330.00	\$3.00	\$28,398.00	\$3.67	\$34,708.67
6	074028	TEMPORARY FIBER ROLL	M	1462	\$10.00	\$14,620.00	\$10.00	\$14,620.00	\$16.00	\$23,392.00	\$15.00	\$21,930.00	\$12.00	\$17,544.00
6A	074029	TEMPORARY SILT FENCE	M	520	\$1.00	\$5,200.00	\$20.00	\$10,400.00	\$15.00	\$7,800.00	\$70.00	\$36,400.00	\$15.33	\$7,973.33
7	074033	TEMPORARY CONSTRUCTION ENTRANCE	EA	8	\$3,200.00	\$25,600.00	\$3,500.00	\$28,000.00	\$4,800.00	\$38,400.00	\$5,000.00	\$40,000.00	\$3,833.33	\$30,666.67
8	074035	TEMPORARY CHICK DAM	M	75	\$18.00	\$1,350.00	\$22.00	\$1,650.00	\$50.00	\$3,750.00	\$50.00	\$3,750.00	\$30.00	\$2,250.00
9	074038	TEMPORARY DRAINAGE INLET PROTECTION	EA	27	\$217.00	\$5,859.00	\$250.00	\$6,750.00	\$300.00	\$8,100.00	\$330.00	\$8,910.00	\$255.67	\$6,903.00
9A	074040	TEMPORARY HYDRAULIC MULCH	M2	4200	\$2.00	\$8,400.00	\$1.50	\$6,300.00	\$2.50	\$10,500.00	\$1.50	\$6,300.00	\$2.00	\$8,400.00
10	074041	STREET SWEEPING	LS	LUMP SUM	\$300,000.00	\$300,000.00	\$50,000.00	\$50,000.00	\$100,000.00	\$100,000.00	\$30,000.00	\$30,000.00	\$150,000.00	\$150,000.00
11	074043	TEMPORARY CONCRETE WASHOUT BIN	EA	10	\$1,300.00	\$13,000.00	\$23,000.00	\$23,000.00	\$4,000.00	\$40,000.00	\$3,000.00	\$30,000.00	\$2,600.00	\$26,000.00
12	074056	RAIN EVENT ACTION PLAN	EA	42	\$100.00	\$4,200.00	\$500.00	\$21,000.00	\$500.00	\$21,000.00	\$500.00	\$21,000.00	\$366.67	\$15,400.00
13	074057	STORM WATER ANNUAL REPORT	EA	3	\$3,000.00	\$9,000.00	\$2,000.00	\$6,000.00	\$2,000.00	\$6,000.00	\$2,000.00	\$6,000.00	\$1,666.67	\$5,000.00
14	074058	STORM WATER SAMPLING AND ANALYSIS DAY	EA	25	\$400.00	\$10,000.00	\$500.00	\$12,500.00	\$1,000.00	\$25,000.00	\$1,000.00	\$25,000.00	\$633.33	\$15,833.33
15	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM	\$100,000.00	\$100,000.00	\$35,000.00	\$35,000.00	\$20,000.00	\$20,000.00	\$25,000.00	\$25,000.00	\$51,666.67	\$51,666.67
16	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM	\$125,000.00	\$125,000.00	\$75,000.00	\$75,000.00	\$150,000.00	\$150,000.00	\$250,000.00	\$250,000.00	\$116,666.67	\$116,666.67
17	120120	TYPE III BARRICADE	EA	107	\$95.00	\$10,165.00	\$100.00	\$10,700.00	\$100.00	\$10,700.00	\$127.00	\$13,589.00	\$98.33	\$10,521.67
18	120151	TEMPORARY TRAFFIC STRIPE (TAPE)	M	2914	\$18.00	\$52,452.00	\$4.00	\$11,656.00	\$10.00	\$29,140.00	\$10.50	\$30,597.00	\$10.67	\$31,082.67
19	120152	TEMPORARY PAVEMENT MARKING (TAPE)	M2	60	\$20.00	\$1,200.00	\$45.00	\$2,700.00	\$105.00	\$6,300.00	\$70.00	\$4,200.00	\$56.67	\$3,400.00
20	120165	CHANNELIZER (SURFACE MOUNTED)	EA	223	\$50.00	\$11,150.00	\$75.00	\$16,725.00	\$50.00	\$11,150.00	\$69.00	\$15,387.00	\$58.33	\$13,008.33
21	120601	TEMPORARY SIGNAL SYSTEM	LS	LUMP SUM	\$75,000.00	\$75,000.00	\$100,000.00	\$100,000.00	\$150,000.00	\$150,000.00	\$75,000.00	\$75,000.00	\$108,333.33	\$108,333.33
22	120605	TEMPORARY LIGHTING	LS	LUMP SUM	\$150,000.00	\$150,000.00	\$60,000.00	\$60,000.00	\$65,000.00	\$65,000.00	\$48,714.00	\$48,714.00	\$91,666.67	\$91,666.67
23	120650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	3	\$20,000.00	\$60,000.00	\$30,000.00	\$90,000.00	\$15,000.00	\$45,000.00	\$45,000.00	\$13,500.00	\$21,666.67	\$65,000.00
24	129000	TEMPORARY RAILING (TYPE K)	M	1658	\$70.00	\$116,060.00	\$60.00	\$99,480.00	\$145.00	\$240,410.00	\$110.00	\$182,380.00	\$91.67	\$151,983.33
25	129100A	TEMPORARY ALTERNATIVE CRASH CUSHION (TL-2)	EA	20	\$1,050.00	\$21,000.00	\$3,800.00	\$76,000.00	\$15,000.00	\$300,000.00	\$10,000.00	\$200,000.00	\$6,616.67	\$132,333.33
26	129100B	TEMPORARY ALTERNATIVE CRASH CUSHION (TL-3)	EA	1	\$1,100.00	\$1,100.00	\$5,500.00	\$5,500.00	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00	\$10,533.33	\$10,533.33
27	150208	ABANDON DECK DRAIN	EA	16	\$16,000.00	\$256,000.00	\$1,500.00	\$24,000.00	\$1,500.00	\$24,000.00	\$500.00	\$8,000.00	\$1,333.33	\$21,333.33
28	150608	REMOVE CHAIN LINK FENCE	M	91	\$5.00	\$455.00	\$50.00	\$4,550.00	\$50.00	\$4,550.00	\$32.00	\$2,912.00	\$35.00	\$3,185.00
29	150620	REMOVE GATE	EA	1	\$250.00	\$250.00	\$500.00	\$500.00	\$500.00	\$500.00	\$317.00	\$317.00	\$416.67	\$416.67
30	150662	REMOVE METAL BEAM GUARD RAILING	M	200	\$25.00	\$5,000.00	\$45.00	\$9,000.00	\$30.00	\$6,000.00	\$53.00	\$10,600.00	\$33.33	\$6,666.67
31	150685A	REMOVE AIR RELEASE VALVE	EA	2	\$120.00	\$240.00	\$1,000.00	\$2,000.00	\$260.00	\$520.00	\$293.00	\$586.00	\$460.00	\$920.00
32	150685B	REMOVE WATER METER	EA	5	\$120.00	\$600.00	\$1,000.00	\$5,000.00	\$260.00	\$1,300.00	\$512.00	\$2,560.00	\$460.00	\$2,300.00
33	150685C	REMOVE WATER METER BOX	EA	1	\$240.00	\$240.00	\$500.00	\$500.00	\$500.00	\$500.00	\$293.00	\$293.00	\$333.33	\$333.33
34	150685D	REMOVE WATER VALVE BOX	EA	3	\$240.00	\$720.00	\$500.00	\$1,500.00	\$260.00	\$780.00	\$293.00	\$879.00	\$333.33	\$1,000.00
35	150685E	REMOVE UTILITY BOX	EA	1	\$600.00	\$600.00	\$500.00	\$500.00	\$500.00	\$500.00	\$376.00	\$376.00	\$466.67	\$466.67
36	150711	REMOVE PAINTED TRAFFIC STRIPE	M	1001	\$2.00	\$2,002.00	\$1.00	\$1,001.00	\$4.00	\$4,004.00	\$2.50	\$2,502.50	\$2.33	\$2,335.67
37	150712	REMOVE PAINTED PAVEMENT MARKING	M2	35	\$75.00	\$2,625.00	\$50.00	\$1,750.00	\$22.00	\$770.00	\$25.50	\$892.50	\$49.00	\$1,715.00
38	150722	REMOVE PAVEMENT MARKER	EA	82	\$4.00	\$328.00	\$2.00	\$164.00	\$3.00	\$246.00	\$12.00	\$984.00	\$3.00	\$246.00
39	150742	REMOVE ROADSIDE SIGN	EA	15	\$100.00	\$1,500.00	\$100.00	\$1,500.00	\$250.00	\$3,750.00	\$250.00	\$3,750.00	\$150.00	\$2,250.00
208	022893	ALTERNATIVE CRASH CUSHION	EA	2	\$50,000.00	\$100,000.00	\$3,500.00	\$7,000.00	\$25,000.00	\$50,000.00	\$25,000.00	\$50,000.00	\$26,166.67	\$52,333.33
209	840513	THERMOPLASTIC PAVEMENT MARKING	M2	130	\$5.00	\$6,500.00	\$2.00	\$2,600.00	\$2.00	\$2,600.00	\$20.00	\$2,000.00	\$30.00	\$3,900.00
210	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	M	2290	\$2.00	\$4,580.00	\$4.00	\$9,160.00	\$5.00	\$11,450.00	\$3.10	\$7,090.00	\$3.67	\$8,386.67
211	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	230	\$5.00	\$1,150.00	\$7.50	\$1,725.00	\$8.00	\$1,840.00	\$8.00	\$1,840.00	\$6.83	\$1,571.67
212	860460	LIGHTING AND SIGN ILLUMINATION	LS	LUMP SUM	\$590,000.00	\$590,000.00	\$570,000.00	\$570,000.00	\$550,000.00	\$550,000.00	\$268,815.00	\$268,815.00	\$570,000.00	\$570,000.00
213	861100	RAMP METERING	LS	LUMP SUM	\$100,000.00	\$100,000.00	\$110,000.00	\$110,000.00	\$100,000.00	\$100,000.00	\$150,000.00	\$150,000.00	\$103,333.33	\$103,333.33
214	994425A	STAIRS	LS	LUMP SUM	\$140,000.00	\$140,000.00	\$35,000.00	\$35,000.00	\$80,000.00	\$80,000.00	\$200,000.00	\$200,000.00	\$85,000.00	\$85,000.00
215	994425C	ENGINEERS OFFICE FACILITIES	LS	LUMP SUM	\$250,000.00	\$250,000.00	\$50,000.00	\$50,000.00	\$70,000.00	\$70,000.00	\$200,000.00	\$200,000.00	\$123,333.33	\$123,333.33
224	999990	MOBILIZATION	LS	LUMP SUM	\$4,000,000.00	\$4,000,000.00	\$4,700,000.00	\$4,700,000.00	\$5,246,090.00	\$5,246,090.00	\$5,234,564.75	\$5,234,564.75	\$4,648,696.67	\$4,648,696.67
Total Standard Items :					\$46,183,331.00		\$49,305,345.50		\$52,492,422.00		\$52,971,517.05		\$49,327,032.83	
Note: Some rows hidden for clarity														
For additional information for bid balancing analysis refer to the following:														
https://www.ftwa.dot.gov/construction/cost/award.cfm														
https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/lapm/ch15.pdf														

For editable electronic version, please contact Alameda CTC Project Manager.



Appendix E – DBE Good Faith Effort Review Process

When a bidder fails to meet the DBE goals as specified in the contract, the Disadvantaged Business Enterprise Liaison Officer, in coordination with the Construction Contract Administrator, will evaluate the Low Bidder's Good Faith Effort (GFE) documentation. Details on requirements for a GFE evaluation can be found in Chapter 9 of the LAPM [Chapter 9 Civil Rights & Disadvantaged Business Enterprise \(ca.gov\)](#) and the Federal Highway Administration Federal-aid Essentials [Evaluating Good Faith Efforts - Civil Rights- Federal-aid Essentials for Local Public Agencies \(dot.gov\)](#). A report shall be prepared in the format and instructions contained in Exhibit 9-E "Sample Evaluation of Good Faith Efforts" of the LAPM. [Chapter 9 EXHIBIT 9-E SAMPLE EVALUATION OF GOOD FAITH EFFORTS \(ca.gov\)](#). The report shall be reviewed and approved by the Alameda CTC Executive Director or designee.

Administrative Review and Reconsideration

If it is determined that the apparent successful bidder has failed to meet the DBE goal and the GFE requirements, the apparent successful bidder will have the opportunity for administrative reconsideration in accordance with 49 CFR 26.53 as follows:

- 1) The apparent successful bidder must provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so within five working days of notification by Alameda CTC that it has failed to meet the GFE requirements.
- 2) The reconsideration will be made by Alameda CTC staff designated by the Executive Director that did not take part in the original determination that the apparent successful bidder failed to meet the goal or make adequate good faith efforts to do so.
- 3) The apparent successful bidder will have the opportunity to meet in person with the reviewer to discuss the issue of whether it met the goal or made adequate good faith efforts to do so.
- 4) The apparent successful bidder will be provided a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so.
- 5) The written decision on reconsideration is deemed final and not appealable as a Bid Protest or in any other form.



Appendix F – Award and Notice to Proceed Letter Templates

Notice of Intent to Award Letter



1111 Broadway, Suite 800, Oakland, CA 94607 • 510.208.7400 • www.AlamedaCTC.org

November 2, 2022

VIA ELECTRONIC MAIL

Mr./Ms. FirstName LastName
Title
Company
Street Address
City, State #####
E-mail Address

Subject: Notice of Intent to Award Contract No. [###-###], [Project Name]

Dear Mr./Ms. Last Name:

We appreciate your response to the invitation to submit a bid for Contract No. [###-###], [Project Name].

The Alameda County Transportation Commission (Alameda CTC) received a total of # bids by the [#:##] PM, [Month, Day, Year] bid opening time. The bids received are as follows:

Bidder No.	Company	Bid Amount
1		\$
2		\$
3		\$
4		\$
5		\$

You are hereby notified of Alameda CTC's intent to award construction Contract No. [###-###], Project Name to the lowest responsible bidder, Company.

In accordance with Alameda CTC's Bid Protest Policy, your receipt of this letter begins the five-business day period for protesting these bid results. Bid protests must be submitted in electronic e-mail in a PDF format no later than [#:##] p.m. on [Month, Day, Year].

Electronic Mail Address: ACTC_BidProtest@alamedactc.org

SUBJECT LINE: BID PROTEST – CONTRACT NUMBER -BIDDER NAME

ATTACHMENT LETTER HEADING

BID PROTEST – CONTRACT NUMBER
c/o Alameda CTC Construction Contract Administrator
Alameda County Transportation Commission
1111 Broadway, Suite 800, Oakland, CA 94607



[Addressee Name]
[Month] [Day], [Year]
Page 2

Please contact [enter name] at [phone number] if you have any questions.

Sincerely,

Name
Commission Engineer
Alameda County Transportation Commission

Enclosure: [Insert Item Name]

cc: PM's FirstName LastName, Title



Notice of Contract Award Letter



1111 Broadway, Suite 800, Oakland, CA 94607 • 510.208.7400 • www.AlamedaCTC.org

November 2, 2022

VIA ELECTRONIC MAIL

Mr./Ms. FirstName LastName
Title
Company
Street Address
City, State #####
E-mail Address

Subject: Notice of Contract Award
Contract No. [###-####] for the [Project Name]

Dear Mr./Ms. Last Name:

Congratulations! On [Month, Day, Year], the Alameda County Transportation Commission (Alameda CTC) awarded Contract No. [###-####] for construction of the [Project Name] to [Company], in accordance with your bid submitted on [Month, Day, Year].

We look forward to partnering with [Company] on this important project in Alameda County. As such, enclosed is Contract No [###-####] in accordance with project specifications. Please sign the agreement within # *(input Per Special Provisions)* business days to the Alameda CTC, along with all other documents required by the agreement including, without limitation, those documents set forth in Sections 3-1.05 and 3-1.18 of the Special Provisions. You will receive an executed agreement for your records upon full execution.

Thank you for your interest in assisting the Alameda CTC on this important project.

Sincerely,

Name
Commission Engineer
Alameda County Transportation Commission

Enclosure: Contract Form

cc: PM's FirstName LastName, Title



Notice to Proceed



1111 Broadway, Suite 800, Oakland, CA 94607 • 510.208.7400 • www.AlamedaCTC.org

November 2, 2022

VIA ELECTRONIC MAIL

Mr./Ms. FirstName LastName
Title
Company
Street Address
City, State #####
E-mail Address

Subject: Notice to Proceed
Contract No. [###-####] for the [Project Name]

Dear Mr./Ms. Last Name:

The Alameda County Transportation Commission (Alameda CTC) hereby issues this Notice to Proceed (NTP) to [Contractor]. This NTP is in accordance with the Section [XXX] (Start of Jobsite Activities) of the Contract Documents. This NTP authorizes Contractor to commence work pursuant to Section [XXX] (Start of Jobsite Activities) of the Special Provisions. The first working day shall be [enter date].

If you have any questions, please contact Alameda CTC's Resident Engineer, Name at [email address] or [phone number]. All future correspondence shall be through the Alameda CTC Resident Engineer.

Sincerely,

Name
Commission Engineer
Alameda County Transportation Commission

cc: PM's FirstName LastName, Title
RE's FirstName LastName, Title



Appendix G – Insurance Limits

NOTE: The following are excerpts and are not the complete insurance specifications for Alameda CTC Construction contracts. They are included here for the convenience to show the liability insurance limits and the documents needed to show proof of insurance. Please refer to the contract special provisions for the complete insurance specifications of your contract.

INSURANCE POLICIES

The successful bidder must submit:

- 1) Copy of its commercial general liability policy and its excess policy or binder until such time as a policy is available, including the declarations page, applicable endorsements, riders, and other modifications in effect at the time of contract execution. Standard ISO form no. CG 0001 or similar exclusions are allowed if not inconsistent with section 7-1.06. Allowance of additional exclusions is at the discretion of the Department.
- 2) Certificate of insurance showing all required coverages. Certificates of insurance, as evidence of required insurance for the auto liability and any other required policy, shall set forth deductible amounts applicable to each policy and all exclusions that are added by endorsement to each policy. The evidence of insurance shall provide that no cancellation, lapse, or reduction of coverage will occur without ten (10) days prior written notice to the Alameda CTC.

If the successful bidder uses any form of self-insurance for workers compensation in lieu of an insurance policy, it shall submit a certificate of consent to self-insure under Labor Code section 3700.



Sample Section 7-1.06D “Liability Insurance” of Contract Standard Specifications

Liability Insurance

General

Carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of providing insurance for bodily injury liability and property damage liability for the following limits and including coverage for:

- 1) Premises, operations, and mobile equipment
- 2) Products and completed operations
- 3) Broad form property damage (including completed operations)
- 4) Explosion, collapse, and underground hazards
- 5) Personal injury
- 6) Contractual liability

Liability Limits/Additional Insureds

The limits of liability must be at least the values shown in the following table:

Liability Limits				
Total bid	For each occurrence ^a	Aggregate for products/completed operation	General aggregate ^b	Umbrella or excess liability ^c
≤ \$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$5,000,000
> \$1,000,000 ≤ \$10,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$10,000,000
> \$10,000,000 ≤ \$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$15,000,000
> \$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$25,000,000

^aCombined single limit for bodily injury and property damage.

^bThis limit must apply separately to your work under this Contract.

^cThe umbrella or excess policy must contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

Note: All contracts shall be evaluated to determine the appropriate amount of insurance required. This must be done prior to project advertisement and bidding.

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