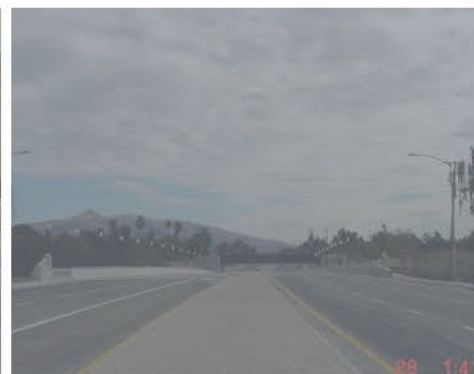




CONSTRUCTION MANAGEMENT AND ADMINISTRATION GUIDE

VERSION 2.0

DECEMBER
2024





Revision Record

Version No.	Issue/Adoption Date	Revision Update
		(Chapters-Sections Numbers)
1.0	June 17, 2019	N/A
1.1	December 1, 2022	All
2.0	December 5, 2024	Primarily addition of Chapter 4 for Alternative Delivery and renumbering of sections.



Table of Contents

Revision Record.....	RR1
Acronyms and Definition Terms.....	ADT1
References and Guiding Documents	RGD1
LOCAL	RGD1
STATE.....	RGD1
FEDERAL.....	RGD1
1. Introduction – Background.....	1
1.1 PURPOSE.....	1
1.2 ROLES AND RESPONSIBILITIES.....	2
1.1 REVIEW AND UPDATES.....	4
2. Document Review	4
2.1 REVIEW RESIDENT ENGINEER PENDING FILE	4
2.2 REVIEW ENVIRONMENTAL COMMITMENT RECORD.....	5
2.3 PREPARE QUALITY MANAGEMENT PLAN	5
2.4 PREPARE INCIDENT NOTIFICATION PLAN	5
2.5 PUBLIC OUTREACH/COMMUNICATION PLAN.....	6
2.6 TRANSPORTATION MANAGEMENT PLAN REVIEW	6
2.7 PREPARE CALIFORNIA HIGHWAY PATROL/POLICE SUPPORT AGREEMENTS.....	7
3. Design-Bid-Build Project Procedures – Pre-construction Phase	7
3.1 CONTRACT ADVERTISEMENT	7
3.1.1 BIDDING DOCUMENT PREPARATION.....	7
3.1.1.1 CONTRACTOR OUTREACH	8
3.1.1.2 CONSTRUCTION CONTRACT INSURANCE	8
3.1.3 CONTRACT ADVERTISING AND BIDDING BID PROCESS	9
3.1.4 BIDDING DOCUMENT DISTRIBUTION	9
3.1.5 PRE-BID CONFERENCE.....	9
3.1.6 BIDDER INQUIRIES	10
3.1.7 ADDENDA	10
3.1.8 BID SUBMITTAL AND RECEIPT	10
3.1.9 BID OPENING	10
3.1.10 COLLECTION OF BID ESCROW DOCUMENTS	11
3.1.11 BID ANALYSIS	11
3.1.12 BID REJECTION.....	12
3.1.13 NOTICE OF INTENT TO AWARD.....	12
3.1.14 BID PROTESTS.....	12
3.2 CONTRACT AWARD AND EXECUTION.....	12
3.2.1 CONTRACT AWARD.....	12
3.2.2 CONTRACT EXECUTION.....	13
3.3 POST AWARD	13



3.3.1	GENERAL	13
3.3.2	COMPLETE AWARD PACKAGE (FOR FEDERALLY FUNDED PROJECTS)	14
3.3.3	CONSTRUCTION PROJECT E-CONSTRUCTION	14
3.3.4	PRE-CONSTRUCTION CONFERENCE	15
3.3.5	NOTICE TO PROCEED	15
3.3.6	DEPARTMENT OF INDUSTRIAL RELATIONS PUBLIC WORKS PROJECT REGISTRATION	15
3.3.7	WATER BOARD (WASTE DISCHARGER IDENTIFICATION NUMBER/SMARTS).....	15
4.	Alternative Delivery.....	16
4.1	CM/GC PROJECT PROCEDURES: PRE-CONSTRUCTION PHASE.....	16
4.1.1	ALTERNATIVE DELIVERY EVALUATION PROCESS	16
4.1.2	PROJECT ORGANIZATION	16
4.1.3	CM/GC APPROACH – ROLES AND RESPONSIBILITIES	17
4.1.3.1	DESIGN CONSULTANT	18
4.1.3.2	INDEPENDENT COST ESTIMATOR.....	18
4.1.3.3	CONSTRUCTION MANAGEMENT TEAM.....	19
4.1.3.4	CM/GC CONTRACTOR	19
4.1.4	PROCUREMENT.....	19
4.1.4.1	PROCUREMENT OF THE INDEPENDENT COST ESTIMATOR AND CMT	19
4.1.4.2	PROCUREMENT OF THE CM/GC CONTRACTOR	19
4.1.5	CONFLICTS OF INTEREST.....	20
4.1.6	CM/GC CONTRACTOR’S SCOPE OF WORK.....	21
4.1.7	PRE-CONSTRUCTION SERVICES CONTRACTS.....	21
4.1.7.1	PRE-CONSTRUCTION SERVICES AND CONTRACTOR RESPONSIBILITIES	21
4.1.7.2	CM/GC PROJECT DELIVERY PROCESS	21
4.1.7.2.1	PROJECT KICKOFF MEETING AND PARTNERING WORKSHOP	21
4.1.7.2.2	PREPARE RISK MANAGEMENT PLAN/RISK REGISTER	21
4.1.7.2.3	PREPARE COST MODEL.....	22
4.1.7.2.4	DESIGN DEVELOPMENT AND REVIEWS.....	22
4.1.7.2.5	INNOVATION MANAGEMENT	23
4.1.7.2.6	RISK WORKSHOP	24
4.1.7.2.7	DEVELOP AND SUBMIT COST ESTIMATES AND SCHEDULE.....	24
4.1.7.2.8	PRICE RECONCILIATION MEETING.....	25
4.1.7.2.9	ADJUST COST MODEL, SCHEDULE, AND PRICING.....	25
4.1.7.2.10	SUBSEQUENT OPCCS	25
4.1.8	WORK PACKAGES.....	26
4.1.9	PRICE ANALYSIS PROCESS	26
4.1.10	PROGRESS REPORT.....	28
5.	Construction Phase	28
5.1	GENERAL	28
5.2	PROJECT SAFETY	28
5.3	CONSTRUCTION PROGRESS MEETINGS	29
5.4	PROGRESS PAYMENTS AND REPORTING	29



5.5	CONTRACT CHANGE ORDERS.....	30
5.6	LABOR COMPLIANCE.....	32
5.7	EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION ADMINISTRATION	32
5.8	DISADVANTAGED BUSINESS ENTERPRISE/LOCAL BUSINESS CONTRACT EQUITY PROGRAM	33
5.9	RESOLUTION OF DISPUTES DURING CONSTRUCTION.....	33
5.9.1	DISPUTES AND CLAIM MANAGEMENT.....	33
5.9.2	POTENTIAL CLAIM PROCESS.....	34
5.9.3	CONTRACT SCHEDULE DISPUTES/DELAY CLAIMS	35
5.9.4	CLAIM RESOLUTION	36
5.10	AUTHORIZED BUDGET AMOUNT INCREASES	36
5.10.1	CONSTRUCTION CAPITAL	36
5.10.2	CONSTRUCTION SUPPORT	37
5.11	CONSTRUCTION STAFFING	37
5.12	MATERIALS TESTING	38
5.13	SURVEYING/CONSTRUCTION STAKING	38
6.	Construction Contract Close-Out.....	38
6.1	SAFETY REVIEW	38
6.2	SUBSTANTIAL COMPLETION AND FINAL INSPECTION	39
6.3	CONTRACT ACCEPTANCE AND FINAL PAYMENT	39
6.4	NOTICE OF COMPLETION/RELEASE OF RETENTION.....	39
6.5	PROJECT DOCUMENTS	40
6.6	PROJECT COMPLETION REPORT	40
6.7	RECORDS RETENTION	40
6.8	PERMITS AND AGREEMENTS CLOSEOUT.....	40
	Appendix A – Sample CM Scope of Work	A1
	Appendix B – Alameda CTC QAP	B1
	Appendix C – Sample Templates and Forms.....	C1
	CONTRACT CHANGE ORDER (CCO) FORM TEMPLATE.....	C2
	CONSTRUCTION CONTRACT CHANGE ORDER (CCO) MEMORANDUM TEMPLATE	C3
	CONSTRUCTION PROGRESS PAYMENT REQUEST FORM - TEMPLATE.....	C4
	CONSTRUCTION PROGRESS PAYMENT RE CHECKLIST TEMPLATE	C5
	CONTRACT FINANCIAL STATUS SUMMARY TEMPLATE	C6
	SUPPLEMENTAL FUND REQUEST MEMORANDUM TEMPLATE	C7
	EXTRA WORK BILL LOG TEMPLATE	C9
	INCIDENT NOTIFICATION PROCESS TEMPLATE.....	C10
	POTENTIAL CLAIM RECORD LOG TEMPLATE	C11
	CONSTRUCTABILITY REVIEW SAMPLE.....	C12
	CCO INDEPENDENT COST ANALYSIS SAMPLE	C14
	MATERIAL TESTING LOG SAMPLE.....	C15
	NOTICE OF MATERIALS TO BE USED LOG SAMPLE	C16
	PUNCHLIST LOG SAMPLE.....	C17



RISK REGISTER SAMPLE	C18
Appendix D – Alameda CTC Bid Procedures.....	D1
ALAMEDA CTC BID PROTEST PROCEDURE	D1
APPLICATION.....	D1
DEFINITIONS.....	D1
NOTICE PROCEDURES.....	D1
FORM OF BID PROTEST.....	D2
SUBMISSION OF BID PROTEST TO ALAMEDA CTC	D2
INVESTIGATION BY STAFF	D2
RESPONSE TO BID PROTEST.....	D2
ALAMEDA CTC BID FORMS AND SAMPLES	D4
ADVERTISE AND AWARD SCHEDULE.....	D4
NOTICE TO BIDDERS (NTB) SAMPLE	D5
PRE-BID MEETING	D9
ADDENDUM FORMAT TEMPLATE	D10
EVALUATION CHECKLIST SAMPLE	D12
Appendix E – DBE Good Faith Effort Review Process	E1
ADMINISTRATIVE REVIEW AND RECONSIDERATION.....	E1
Appendix F – Award and Notice to Proceed Letter Templates.....	F1
NOTICE OF INTENT TO AWARD LETTER	F1
NOTICE OF CONTRACT AWARD LETTER	F3
NOTICE TO PROCEED	F4
Appendix G – Insurance Limits	G1
INSURANCE POLICIES.....	G1
LIABILITY INSURANCE.....	G2
GENERAL.....	G2
LIABILITY LIMITS/ADDITIONAL INSURED	G2
Appendix H – Sample CM/GC Scope of Work	H1
Appendix I – Sample Innovation Register	I1



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
CCA	Construction Contract Administrator
CCO(s)	Contract Change Order(s)
CEQA	California Environmental Quality Act
CFR	Code of Federal Regulations
CHP	California Highway Patrol
CM	Construction Management
CMAG	Construction Management and Administration Guide
CM/GC	Construction Manager/General Contractor
CMT	Construction Management Team
CMPM	Construction Management Project Manager
Commission	Alameda CTC's governing body
COSP	Code of Safe Practices
COZEPP	Construction Zone Enhanced Enforcement Program
CPM	Critical Path Method
CTM	California Test Methods
CTSS	Caltrans Standard Specification
DBB	Design-Bid-Build
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
GMP	Guaranteed Maximum Price
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
LBCE	Local Business Contract Equity
NEPA	National Environmental Policy Act
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
OPCC	Opinion of Probable Construction Cost
PCC	Public Contract Code
PDT	Project Delivery Team
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
RFP	Request for Proposals
RFQ	Request for Qualifications
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
SOQ	Statement of Qualifications
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.

Construction Method: A specific approach or technique employed to execute the construction of a project. This encompasses the processes used to transform design plans into a completed structure or facility.

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 (CCA): 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.

Construction Management Team (CMT): A group of professionals responsible for overseeing and managing the construction phase of a project to meet specified standards for quality, safety, budget, and schedule.

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.

Independent Cost Estimator: A role in the Construction Manager/General Contractor alternative delivery method provides unbiased cost assessments, working separately from the design and construction teams. They help validate budgets, analyze potential cost risks, and support financial planning, ensuring accurate and reliable cost information throughout project development.

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 Public Contract Code – CM/GC Contractor Method](#)
- [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) <https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/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 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 2022 CMAG (Version 1.1) as adopted by the Commission in December 2022. 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.

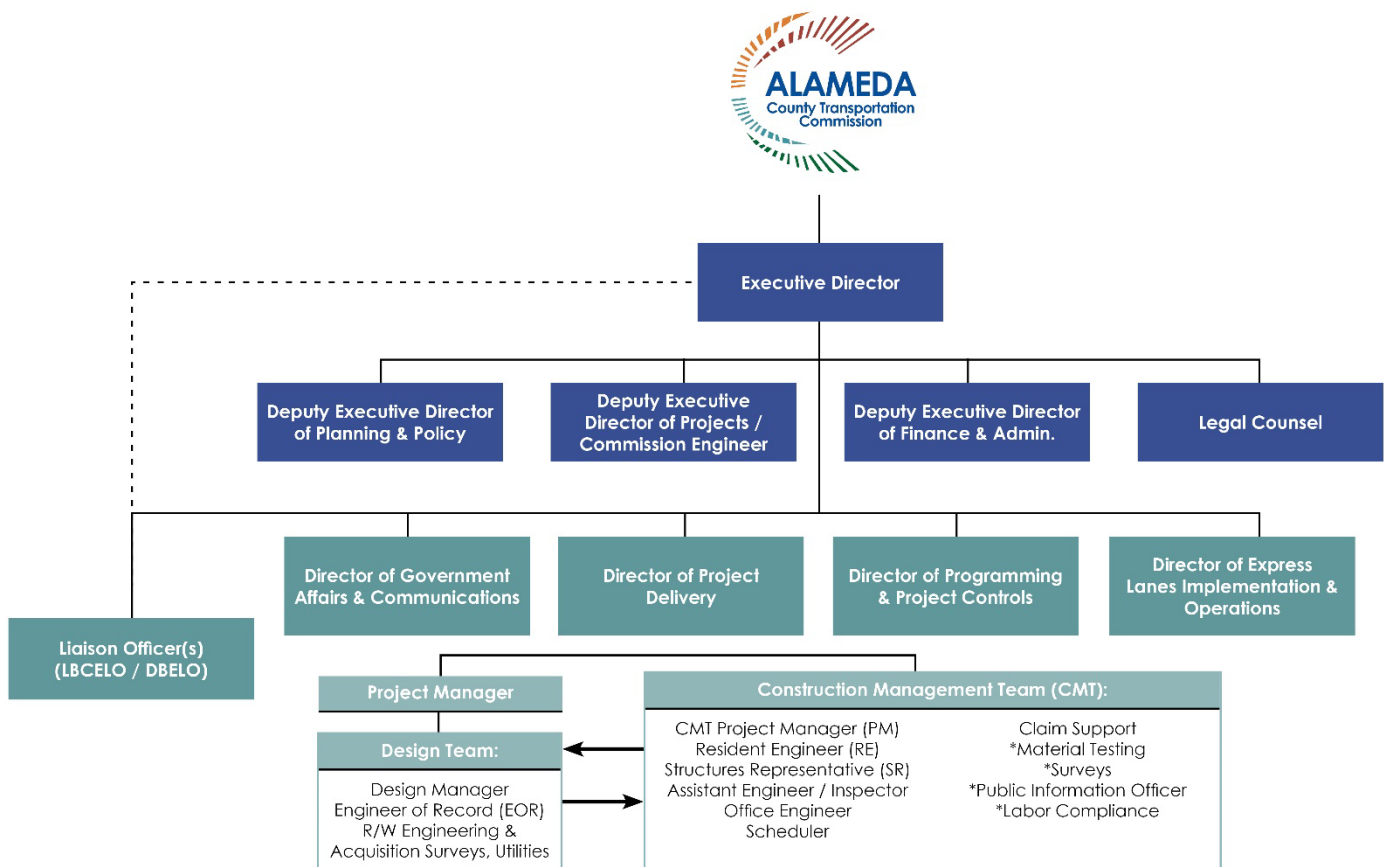
This guide establishes policies and procedures for the construction phase of Alameda CTC's projects; however, it is not a contract document. It imposes no obligations or requirements on contractors,

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.

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



*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.



approves and delegates approvals to the Executive Director. The organization chart above is for traditional Design-Bid-Build and may be modified for Alternative Delivery Methods.

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 delegees of the Commission Engineer and Alameda CTC's Disadvantaged Business Enterprise Liaison Officer (DBELO) and Local Business Contract Equity Liaison Officer (LBCELO).

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.

Authorized delegees 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.

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.

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.

The Deputy Executive Director of Projects oversees Alameda CTC's Construction Program.

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.

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.

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.

The Engineer of Record (EOR) is the registered PE responsible for stamping and sealing, plans, specifications, and estimates or reports for a project.

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.

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.

1.1 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. Design-Bid-Build Project Procedures – Pre-construction Phase

Design-Bid-Build (DBB) is a traditional project delivery method where the design and construction phases are carried out sequentially. Under DBB, Alameda CTC first completes the project design, prepares construction documents, and then solicits competitive bids from contractors, awarding the contract to the lowest responsive bidder. DBB serves as Alameda CTC's default delivery approach and will be applied for project development and construction unless the Commission specifically opts to implement the Construction Manager/General Contractor method due to project-specific needs.

3.1 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.

3.1.1 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.

3.1.1.1 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.

3.1.2 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.

3.1.3 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.

3.1.4 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.

3.1.5 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.

3.1.6 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.

3.1.7 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](https://www.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.

3.1.8 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.

3.1.9 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.

3.1.10 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.

3.1.11 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.

3.1.12 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.

3.1.13 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.

3.1.14 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.

3.2 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.

3.2.1 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.

3.2.2 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.

3.3 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.

3.3.1 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.

3.3.2 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.

3.3.3 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.

3.3.4 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.

3.3.5 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.

3.3.6 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.

3.3.7 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. 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.

4. Alternative Delivery

4.1 CM/GC Project Procedures: Pre-construction Phase

This section outlines the procedures for using the Construction Manager/General Contractor (CM/GC) project delivery method, including analysis, procurement processes, outreach, bidder management, and a detailed breakdown of the CM/GC implementation. The CM/GC method is most appropriate for projects with complex design requirements, high risk factors, or tight scheduling constraints. For Alameda CTC, CM/GC is especially beneficial in situations where early contractor involvement can significantly enhance project planning, such as in dense urban settings, projects with challenging environmental conditions, or those involving significant utility relocations. Alameda CTC has the ability to use CM/GC for “any transportation project that is not on the state highway system” since Alameda CTC is Alameda County’s local transportation authority with respect to 1986 Measure B, 2000 Measure B, and 2014 Measure BB, and is thus deemed to be a “regional transportation agency” under Public Contract Code (PCC) sections 6970-6974, and therefore eligible to use CM/GC contracting. Before Alameda CTC can actually utilize CM/GC contracting, however, PCC section 6972(b) requires that the agency first perform an “evaluation of the traditional design-bid-build method of construction and of the Construction Manager/General Contractor method,” and then the Commission is required to “affirmatively adopt [] the procurement strategy in a public meeting.”

4.1.1 Alternative Delivery Evaluation Process

Before deciding to use CM/GC procedures to deliver a specific project, Alameda CTC must conduct a thorough analysis to determine its suitability over the traditional Design-Bid-Build (DBB) method, for consideration and approval by the Commission. This analysis must consider:

- **Project Complexity:** Evaluate whether early contractor involvement during the design phase can help mitigate significant risks related to site conditions, utility relocations, or third-party coordination.
- **Schedule Optimization:** Assess whether the project would benefit from phased construction or the ability to commence early construction activities before full design completion.
- **Cost Control:** Review how early contractor collaboration in estimating costs can prevent budget overruns and reduce unforeseen costs during construction.
- **Risk Management:** Determine if the CM/GC method’s collaborative approach will better manage risks, particularly for urban or technically complex projects.
- **Historical Performance:** Examine past projects delivered under DBB and CM/GC to determine the most effective method based on previous outcomes.

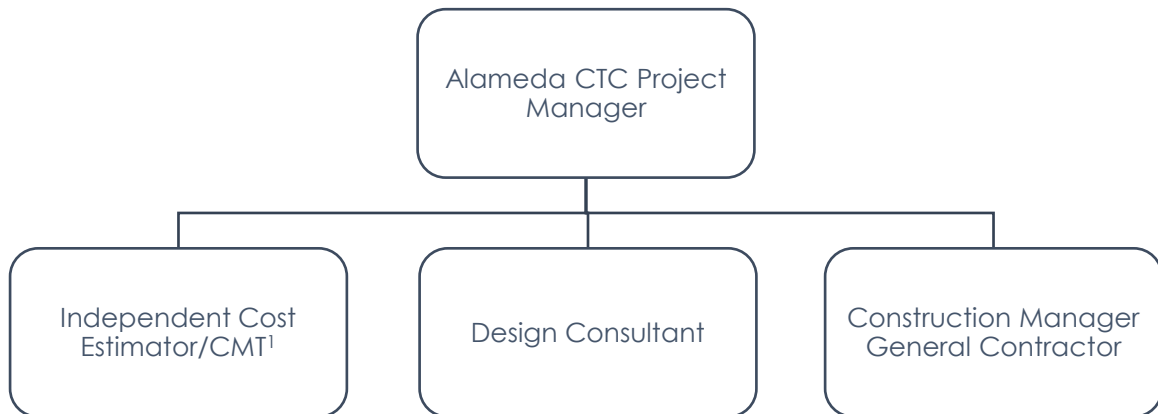
Once the analysis is complete, the decision to use CM/GC must be documented in a memo and will be reviewed and approved by Alameda CTC.

4.1.2 Project Organization

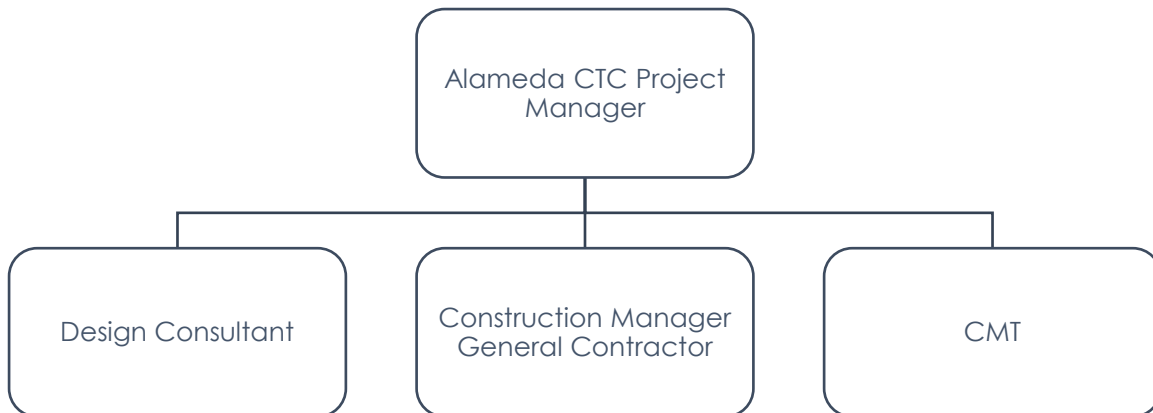
The Alameda CTC serves as the implementing agency for both the pre-construction and construction phases of the project. Based on the determination of the Construction Contract Administrator (CCA), the project will either conduct a single procurement for both the Independent Cost Estimator and CMT, or separate procurements for each. The Project Organization Chart currently shows the Independent

Cost Estimator and CMT as a single entity, suggesting that both consultants may be procured under one contract. If Alameda CTC opts to procure both the Independent Cost Estimator and CMT under a single contract, the Independent Cost Estimator must come from a different company than the CMT. Throughout both phases, the Independent Cost Estimator, CMT, Design Consultant, and CM/GC will report directly to Alameda CTC.

PRE-CONSTRUCTION PHASE



CONSTRUCTION PHASE



1. The Independent Cost Estimator and the CMT must be from separate firms, but can be part of the same consultant team.

4.1.3 CM/GC Approach – Roles and Responsibilities

The roles and responsibilities of the CM/GC contractor during the pre-construction phase are outlined below. Additionally, the CM/GC contractor will be responsible for project construction if an agreement on construction costs is reached with Alameda CTC. The specific roles and responsibilities of each entity are described in the following sections. Alameda CTC will lead the project delivery team (PDT) during the design phase. The PDT includes Alameda CTC, the Design Consultant, the Independent Cost Estimator, and the Contractor.



4.1.3.1 Design Consultant

The Design Consultant will manage all design activities, including obtaining topographic data, conducting geotechnical investigations, preparing plans, specifications, and final construction documents, coordinating utility agreements and right-of-way documents, supporting Alameda CTC's acquisition efforts, securing necessary approvals and permits, and providing public outreach support. The Design Consultant will also prepare an Engineer's Estimate using a historical bid-based approach.

During construction, the Design Consultant will provide services such as reviewing project submittals, responding to requests for information, conducting field observations, assisting with contract changes, preparing record drawings, and performing other design-related support activities.

4.1.3.2 Independent Cost Estimator

The Independent Cost Estimator plays a critical role in the successful delivery of the project by providing accurate and impartial cost estimates throughout the design process. They are responsible for preparing independent estimates at key design milestones, including preliminary design, 35%, 65%, 95%, and final design stages, depending on the timing of the procurement. These estimates are developed using a standard contractor's format that involves detailed calculations based on labor, materials, equipment, level of effort, and profit, ensuring all aspects of the construction process are considered.

The Independent Cost Estimator operates independently from the Design Engineer and prepares an estimate that is separate from the Engineer's Estimate and the estimates provided by the contractor, ensuring unbiased and reliable assessments.

The Independent Cost Estimator provides insight on cost-related matters by reviewing and reconciling estimates at various milestones. This includes comparing their independent estimates with those from the contractor and the Design Consultant to identify discrepancies and ensure accuracy. As part of this process, variance reports are prepared at each milestone by the Independent Cost Estimator to explain differences between the Independent Cost Estimator's estimate, the Engineer's Estimate, and the contractor's estimate, highlighting potential adjustments for the project team to consider regarding design choices and construction methods.

The Independent Cost Estimator also contributes to risk management by identifying cost risks and uncertainties, offering insights into how these may impact the overall budget and schedule. They work with the project team to develop strategies to mitigate these risks, ensuring the project stays on budget and on schedule. Additionally, all cost estimates, variance reports, and reconciliation activities (as described below) are documented, providing a transparent and auditable record. Regular reports are presented by the Independent Cost Estimator to the project team, stakeholders, and Alameda CTC to keep everyone informed about the cost status and any significant changes.

Maintaining open communication with all project team members, including the contractor, Design Consultant, and Alameda CTC, is another key responsibility. The Independent Cost Estimator participates in regular meetings to provide updates on cost estimates and offer insights on cost control. They must remain completely independent from the contractor and Design Consultant to ensure the objectivity of the estimates. By following relevant standards and best practices, their work must meet high levels of accuracy and reliability.

In summary, the Independent Cost Estimator is vital to the project delivery method, providing independent and accurate estimates, serving as a cost advisor, and contributing to risk management and cost control. Their role ensures the project remains financially viable and that decisions are based on reliable, unbiased information.



4.1.3.3 Construction Management Team

During the design phase, the Construction Management Team provides input on construction methods, cost management, and scheduling to help identify potential design issues and streamline workflows. In the construction phase, the team monitors activities to ensure they meet specifications and quality standards, manages contract changes, and ensures safety and regulatory compliance.

Key responsibilities include managing construction contracts, coordinating with other agencies, and ensuring quality assurance and compliance.

4.1.3.4 CM/GC Contractor

The Contractor plays a key role during the pre-construction phase by performing tasks such as cost estimation, risk assessment, management plan development, and field utility verification. The contractor's specific responsibilities will be outlined in the project scope.

They also provide cost estimates at key design milestones. Once the final design plans are approved, the contractor submits a cost proposal. If accepted, the contractor is awarded the Construction Services Contract. This collaborative approach allows the contractor's early involvement to help refine costs, manage risks, and streamline the construction process.

4.1.4 Procurement

The following outlines the procurement process for the Independent Cost Estimator, CMT, CM/GC contractor, and Design Consultant as part of the CM/GC project delivery method.

4.1.4.1 Procurement of the Independent Cost Estimator and CMT

Alameda CTC will either issue one Request for Proposals (RFP) for the procurement of both the Independent Cost Estimator and the CMT, or separate RFPs, one for the Independent Cost Estimator and one for the CMT.

The RFP(s) will outline the scope of services for both the Independent Cost Estimator and the CMT, detailing their roles during pre-construction and construction. The Independent Cost Estimator will be responsible for developing independent cost estimates at key project milestones, while the CMT will oversee construction activities, ensuring compliance with specifications, safety standards, and schedule requirements. The RFP will also include evaluation criteria, submission instructions, and the terms and conditions of the contract.

It is important to note that the Independent Cost Estimator and the CMT must be independent entities. To avoid conflicts of interest, these roles cannot be filled by the same firm, and neither can be affiliated with the CM/GC contractor or the Design Consultant.

4.1.4.2 Procurement of the CM/GC Contractor

Alameda CTC will issue a Request for Qualifications (RFQ) for the CM/GC contractor, specifically for pre-construction services, with the option to extend to construction services. If an agreement on construction costs is not reached at the end of the pre-construction phase, Alameda CTC will put the construction phase out to bid in accordance with the Public Contract Code and the Design-Bid-Build process outlined in Chapter 3 above.

The procurement of the CM/GC contractor will follow Alameda CTC's standard open and competitive procurement process. The RFQ will be developed under the guidance of Alameda CTC's Deputy Executive Director of Projects.



Alameda CTC's Contracts Division will manage the RFQ process and will serve as the main point of contact for all proposers, handling all communications, issuing clarifications or addenda, and overseeing the evaluation of Statement of Qualifications (SOQs). The Contracts Division will also coordinate the interview process (if applicable), manage the selection panel, and document the procurement process.

4.1.5 Conflicts of Interest

The following is a suggested Conflict-of-Interest policy for any CM/GC procurement process conducted by Alameda CTC. All CM/GC proposers, major participants, subconsultants, subcontractors, and their employees must adhere to Alameda CTC, federal, and state conflict of interest rules and regulations. The following entities and individuals are prohibited from submitting a CM/GC SOQ and from participating in the CM/GC contract for the project:

- A) Any proposer, major participant, subconsultant, or subcontractor that has:
1. Consulted with Alameda CTC on the development of the CM/GC program.
 2. Managed or assisted in managing the Project.
 3. Conducted preliminary design services for the Project.
 4. Performed design work related to the Project for Alameda CTC or other stakeholders.
 5. Worked on a previous contract that specifically excludes them from participating as a proposer or joining a CM/GC team.
 6. Contracted with any other entity or stakeholder to perform oversight on the Project after the award.
- B) Any entity that is a parent, affiliate, or subsidiary of any of the above entities, or that is under common ownership, control, or management with any of the above entities.
- C) An employee or former employee of any of the above entities who was involved with the Project while serving as an employee of such an entity.

If an organizational conflict of interest is identified after the award of the CM/GC contract, the awardee must make an immediate and full written disclosure to Alameda CTC, including a description of the actions taken or proposed to mitigate the potential conflict.

Any proposer, major participant, subconsultant, subcontractor, and their employees who provide design or estimating services for this project are prohibited from competing for or participating in an agreement to provide construction engineering and inspection services for this project. However, subconsultants for surveying and materials testing may provide construction services for other proposers.

Determining whether a conflict of interest exists, resulting in an unfair competitive advantage, and resolving a potential or actual conflict of interest are at the sole discretion of Alameda CTC. Alameda CTC reserves the right to cancel or amend the resulting contract if the successful proposer failed to disclose a potential conflict of interest that it knew or should have known about, or if the proposer provided false or misleading information in the Disclosure of Potential Conflict of Interest Certification.

Alameda CTC has engaged several advisors to assist in the Project development. Any advisory team member is prohibited from participating in any proposer organizations related to this Project, providing technical, legal, or financial advice to proposers, or directly discussing any aspect of the RFQ and procurement process with any proposer.

Additional Conflict of Interest provisions may be provided in the RFQ document.

4.1.6 CM/GC Contractor's Scope of Work

The pre-construction services provided by the CM/GC contractor may include tasks such as on-site potholing, material sampling, and data collection to support the Design Consultant. These services do not involve engineering or design-related activities.

Before finalizing the main construction services agreement, the CM/GC contractor's scope includes pre-construction services and, if requested by Alameda CTC, certain advance construction work packages. For a sample CM/GC scope of work, please see Appendix H.

4.1.7 Pre-construction Services Contracts

4.1.7.1 Pre-Construction Services and Contractor Responsibilities

The CM/GC contractor will provide Alameda CTC and the Design Consultant with information regarding the cost impacts of design and construction sequencing elements on the physical construction of the project, including, but not limited to, scheduling, work sequencing, cost estimating, constructability, and risk identification/analysis. Under the pre-construction services contract, the CM/GC contractor may provide consulting services during both preliminary and/or final design phases, depending on the timing of their procurement. Pre-construction services may include on-site material sampling and data collection to assist the Design Consultant in their design work.

Once awarded the pre-construction services contract, the CM/GC contractor becomes a member of the PDT and can perform a variety of pre-construction services as directed by the Alameda CTC.

The following is an overview of the typical activities required in the CM/GC pre-construction phase and included in the pre-construction services contract:

- Providing input on scheduling, work sequencing, cost estimating, constructability, and risk identification/analysis.
- Offering consulting services during the preliminary and/or final design phases.
- Conducting on-site material sampling and data collection to assist with design work.
- Assisting in various pre-construction activities as directed by Alameda CTC.

4.1.7.2 CM/GC Project Delivery Process

The following is the standard process for the Alameda CTC for the CM/GC pre-construction phase.

4.1.7.2.1 Project Kickoff Meeting and Partnering Workshop

The CM/GC contractor's pre-construction services will normally commence with a Project Kickoff Meeting and Partnering Workshop.

The objectives of the kickoff meeting and workshop are to ensure a clear understanding of the project, including its purposes, scope, schedule, constraints, risks, opportunities, innovations, and current status. Additionally, these meetings aim to foster trust and respect among team members, establish effective lines of communication, and confirm the roles and responsibilities of all participants.

4.1.7.2.2 Prepare Risk Management Plan/Risk Register

Alameda CTC will convene the CM/GC Contractor, CMT and Independent Cost Estimator to review and discuss project risks and management strategies in depth. The goal of this meeting is to gather the necessary information to develop a comprehensive initial Risk Register and Risk Management Plan.

The Risk Register will identify potential project risks, which may include issues related to cost, schedule, public acceptance, engineering, field conditions, permitting, regulations, safety, and utilities. The register will include a matrix that details each risk, its potential level and impact on cost and schedule, the party responsible for managing the risk, and potential mitigation strategies.

The Risk Register and Management Plan will be actively maintained and updated by the CM/GC contractor throughout the pre-construction phase with input from the entire project team. As the project progresses into the construction phase, Alameda CTC may choose to transfer ownership of the Risk Register and Management Plan, in whole or in part, to the CM/GC contractor.

4.1.7.2.3 Prepare Cost Model

The CM/GC contractor will prepare a Project Cost Model based on their understanding and input from the project team. This Cost Model, an open and transparent document, details the CM/GC contractor's breakdown of project elements, bid items, and pricing assumptions. It assists the Independent Cost Estimator in developing their estimate and establishes a basis for cost accounting, facilitating comparisons with the Final Price Proposal, the Independent Cost Estimator's estimate, and the Design Consultant's Engineer's Estimate.

The Cost Model includes the contractor's costs related to labor, materials, equipment, and subcontractors, based on anticipated construction methods and production rates. It also covers management costs, home and field office expenses, direct costs, mobilization, markups, wastage, profit, and risk allowances as per the Risk Register.

Preparation of the Cost Model begins with a workshop and is continuously maintained by the CM/GC contractor. It is reviewed by the project team prior to each Opinion of Probable Construction Cost (OPCC) submittal and the Final Price Proposal submission. This process ensures alignment between the OPCC/Final Price Proposal, the Independent Cost Estimator's estimate, and the Design Consultant's Engineer's Estimate, promoting transparency and accuracy in cost projections.

4.1.7.2.4 Design Development and Reviews

The Design Consultant will conduct a joint review of the preliminary design and any California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA)-related conditions when the CM/GC contractor begins its pre-construction services. With input from the CM/GC contractor, the Design Consultant will develop a baseline design and Engineer's Estimate. They will discuss cost, constructability, construction staging/phasing, and work sequencing/work packages, which may include both pre-construction tasks like utility investigation and final construction work. All innovative concepts will be documented with reasons for acceptance or rejection.

The draft 95% design will be reviewed by Alameda CTC, the ICE, and the CM/GC contractor. A Design Review Workshop, facilitated by the Design Consultant for design and the CM/GC contractor for risk review, will include discussions on project goals, scope, constructability, potential improvements, design assumptions, risk impacts, and mitigation strategies.

After addressing all comments, the Design Consultant will finalize the 95% design as the project baseline, and the CM/GC contractor will update the Risk Register. As design progresses, the Design Consultant will document, evaluate, and respond to the CM/GC contractor's input on various aspects such as design innovation, construction phasing, constructability, and risk management. The Design Consultant will also handle design approval, permitting, preparation of agreements, utility coordination, R/W documents, acquisition support, and the preparation of the Engineer's Estimate.

4.1.7.2.5 Innovation Management

The CM/GC contractor will be responsible for identifying, proposing, and tracking challenges and opportunities for innovations during both the pre-construction and construction phases. These activities will be documented in either the Risk Register or Innovation Register (see Appendix I). The contractor will collaborate with the Alameda CTC and the Design Consultant to establish criteria for evaluating innovative ideas based on cost, schedule, and risk mitigation considerations.

The contractor will maintain an Innovation Register that details each innovation idea, the proposer, and the associated benefits such as cost savings, value, schedule improvements, and risk reduction. This register will track accepted ideas that are incorporated into the final design and provide justifications for any rejected ideas. The contractor will update and submit the Innovation Register with each major design submittal.

During the pre-construction services, the contractor must ensure that all valid innovation ideas are incorporated into the design phase to maximize project benefits. Discussions and implementations of these ideas should not be deferred to the construction phase as Contractor Request for Innovation Proposal or Value Engineering Change Proposal. By integrating these innovations early, the project team can enhance efficiency, reduce costs, and mitigate risks effectively.

Additionally, the contractor may employ the following innovative management strategies for a CM/GC contract:

- Collaborative Workshops: Conduct regular workshops with all stakeholders, including subcontractors and suppliers, to brainstorm innovative solutions and assess their feasibility. This ensures that diverse perspectives are considered, leading to more comprehensive and practical innovation strategies.
- Technology Integration: Utilize advanced project management software and modeling to facilitate real-time collaboration and information sharing among team members. This can help identify potential issues early and streamline the decision-making process.
- Pilot Programs: Implement pilot programs for innovative construction techniques or materials. By testing these on a smaller scale before full deployment, the project team can assess their effectiveness and make necessary adjustments.
- Value Engineering (VE) Sessions: Conduct formal VE sessions at key design milestones. These sessions involve cross-functional teams that analyze the project design and propose alternative solutions to enhance value without compromising quality.
- Sustainability Focus: Integrate sustainability goals into the innovation management process. Encourage ideas that promote environmental stewardship, such as using sustainable materials, reducing waste, and improving energy efficiency.
- Continuous Improvement: Establish a continuous improvement framework where lessons learned from ongoing and completed projects are documented and shared. This helps in refining the innovation process and applying successful strategies to future projects.
- Stakeholder Engagement: Actively engage with community stakeholders to gather input and feedback on proposed innovations. This ensures that the project aligns with public expectations and gains broader support.
- Training and Development: Provide training programs for project team members on the latest construction technologies and innovative practices. This enhances their skills and equips them to contribute effectively to the innovation process.

By implementing these strategies, the CM/GC contractor can effectively manage and leverage innovations to achieve project success while optimizing costs, schedule, and quality.

4.1.7.2.6 Risk Workshop

Following the Design Review Workshop for the CM/GC contract, the project team will convene a Risk Workshop. This session is essential for identifying, assessing, and developing strategies to mitigate potential risks that could impact the project's success. The primary aim is to manage uncertainties effectively, control costs, and maintain the project schedule by identifying potential risks early on.

The workshop begins with an introduction and outline of its objectives, emphasizing the importance of proactive risk management. Participants will be introduced, and their roles within the project will be clarified. This is followed by a recap of the Design Review Workshop outcomes, a presentation on the current project status, including key milestones and deliverables, and an overview of the project's goals, scope, schedule, and budget constraints.

Participants will engage in a brainstorming session to identify potential risks across various project aspects such as cost, schedule, public acceptance, engineering, field conditions, permitting, regulations, safety, and utilities. Tools like SWOT analysis will facilitate comprehensive risk identification, with all identified risks documented in a preliminary Risk Register.

The identified risks will then be categorized based on their sources and potential impact areas, with each risk assessed for its likelihood and potential impact on the project's objectives. Risk assessment matrices will help prioritize risks based on severity and probability.

Group discussions will follow to develop effective mitigation strategies for high-priority risks, identifying risk owners responsible for managing specific risks. Innovative approaches and best practices will be explored to mitigate identified risks. The discussion will also focus on integrating these risks and mitigation strategies into the project's Risk Management Plan, updating the Risk Register with detailed mitigation plans, responsible parties, and timelines, and coordinating with the Design Consultant to incorporate these measures into the project design and construction plans.

The workshop will conclude with a summary of key outcomes, assignment of action items, and responsibilities for further risk management activities. A schedule for regular risk review meetings and updates will be established to ensure continuous risk management.

This Risk Workshop aims to produce a well-documented and actionable Risk Register and Risk Management Plan. These documents will serve as living tools throughout the project, regularly updated to reflect new risks and evolving strategies. The collaborative effort will enhance the project team's ability to manage uncertainties and ensure the project's successful delivery. Continuous risk management is crucial in the CM/GC approach. The workshop is just the beginning, with ongoing risk assessments and adjustments necessary as the project progresses. Open communication and regular updates will enable the project team to address risks promptly and efficiently, keeping the project on track and within budget.

Through this Risk Workshop, the project team will establish a strong foundation for managing risks, leveraging the collaborative strengths of the CM/GC method to navigate challenges and capitalize on opportunities throughout the project's lifecycle.

4.1.7.2.7 Develop and Submit Cost Estimates and Schedule

The Independent Cost Estimator and the CM/GC contractor will each independently prepare a detailed, production-based cost estimate and construction schedule using the 95% baseline plans developed by the Design Consultant, the Risk Register, and the construction schedule created by the



CM/GC contractor. Meanwhile, the Design Consultant will independently prepare an EE based on contract bid items and adjusted market rates tailored to the specific project conditions.

All three estimates—the Independent Cost Estimators', the CM/GC contractor's, and the Design Consultant's—will be submitted separately to the Alameda CTC. Following this, the Independent Cost Estimator will create a variance report that identifies any significant discrepancies (typically 10% or more) between the estimates provided by the Design Consultant, Independent Cost Estimator, and the CM/GC contractor. This variance report will detail major cost items, aligning with the item list previously identified in the Project Cost Model.

This process ensures a thorough and transparent review of cost estimates, allowing for adjustments and alignment before the final project budget is set. The independent preparation and subsequent comparison of estimates by the Independent Cost Estimator, CM/GC contractor, and Design Consultant help mitigate risks associated with cost overruns and ensure the project remains within budgetary constraints. Additionally, these practices promote accountability and accuracy in cost forecasting, which are critical for the successful management and execution of complex construction projects.

4.1.7.2.8 Price Reconciliation Meeting

After the estimates are submitted, based on the 95% plans, the Alameda CTC, the CM/GC contractor, the Independent Cost Estimator, and the Design Consultant will participate in a Price Reconciliation Meeting.

The purpose of the meeting is to review the adopted assumptions and reconcile the CM/GC contractor's OPCC with the estimate developed by the Independent Cost Estimator. During the meeting, the CM/GC contractor and the Independent Cost Estimator will explain and justify their pricing assumptions and risk allocations that inform their OPCC or estimate. The Design Consultant will attend as an observer to gain insights into project costs and risks, which will help refine the project design. However, the Design Consultant will not engage in active pricing discussions or disclose the Engineer's Estimate.

4.1.7.2.9 Adjust Cost Model, Schedule, and Pricing

Following the Price Reconciliation Meeting, Alameda CTC and the CM/GC Contractor will meet to agree on any necessary changes to the pricing assumptions. The CM/GC contractor will then update the Project Cost Model and schedule to reflect these agreed-upon changes. The revised OPCC will be submitted for concurrence, and upon approval from the Alameda CTC, it will become the Project Baseline Construction Cost. All changes will be documented accordingly. Similarly, the Independent Cost Estimator's estimate and the Engineer's Estimate will also be updated to reflect the agreed adjustments.

4.1.7.2.10 Subsequent OPCCs

As the design progresses, the pricing, estimating, and reconciliation processes used for the 95% design milestone will be repeated at the 100% and Final design milestones. If there are significant changes in design, scope, or market conditions, additional interim updates may be prepared. This approach allows Alameda CTC to closely monitor the project's cost and schedule as the design develops, minimizing the likelihood of unexpected significant changes. If Alameda CTC and the CM/GC Contractor cannot reconcile the OPCC with the Independent Cost Estimator's estimate, this process provides an early opportunity for the Alameda CTC to take necessary actions to keep the project on track and within budget.

4.1.8 Work Packages

Among the benefits of the CM/GC procurement method is the flexibility for construction of a given project to be broken into multiple work packages under certain circumstances. Certain advance work items may be allowed to proceed before the final design is complete or all approvals have been obtained, thereby shortening the project schedule and likely reducing costs.

Each work package must be a discrete and independent element or phase of construction that does not commit the Alameda CTC to retaining the CM/GC Contractor to construct other phases of the Project unless there is already an agreement on the Final Price Proposal and executed agreement for construction of the entire project. Prior to awarding an early work package, Alameda CTC may require the CM/GC Contractor to update the OPCC to verify that the project stays within the planned budget.

Each construction work package must undergo review and be awarded following the Price Analysis Process. As such, a single package can be more efficient as it minimizes the review and approval effort. It also provides the benefit that the Final Price Proposal covers the entire project, and not just part of the project and therefore allows Alameda CTC to determine if the total construction cost is within the overall project construction budget.

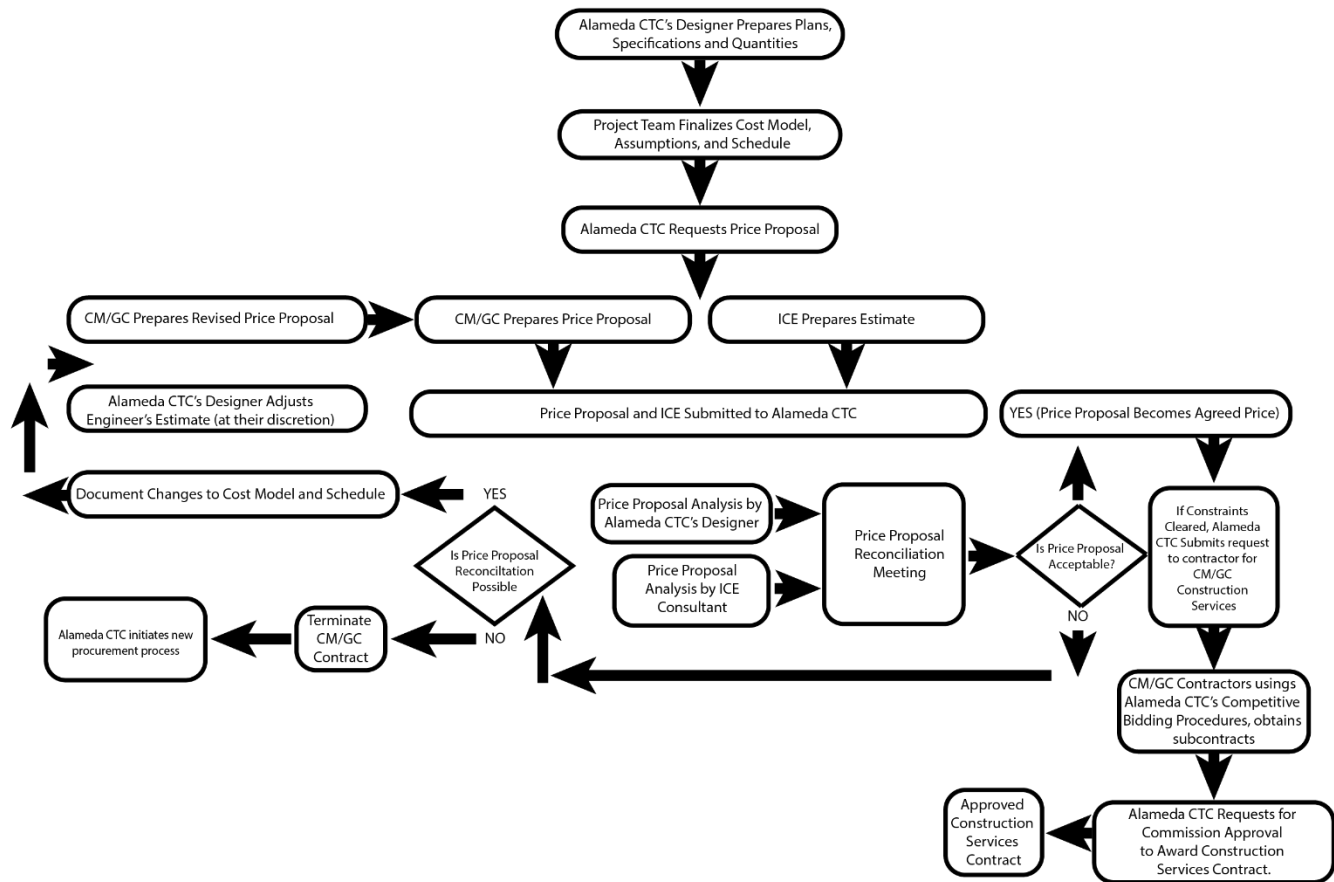
As previously stated, early work packages have the potential to shorten the project schedule. These packages will cover a defined scope that is part of the overall project construction scope of work. Such packages may include utility relocation, clear and grub, tree trimming, demolition, removal of known hazardous materials, staging area preparation, procurement of long-lead items or items subject to unusual price changes, detail and shop drawing preparation of complex project elements, and similar items. The scoping and timing of possible work packages will be determined during the pre-construction phase. Early work packages will only proceed when it benefits the Project and will not be used to circumvent Federal contracting rules.

Field investigative work performed by the CM/GC contractor to assist the Design Consultant is considered part of the CM/GC contractor's pre-construction services.

4.1.9 Price Analysis Process

When the design is 100% complete, the CM/GC Contractor will submit a Final Project Price Proposal to Alameda CTC for analysis, following the process outlined in Figure 2. This proposal will be valid for a set period to allow Alameda CTC sufficient time to review, negotiate, and finalize an agreement. Alameda CTC will compare the submitted price against the Independent Cost Estimator estimate and the Engineer's Estimate. If necessary, a Price Reconciliation Meeting will be held to discuss significant differences between the proposals and estimates, though the estimates themselves will not be disclosed to the contractor. Alameda CTC may request a revised Final Project Price Proposal, repeating the process as needed until an agreement is reached or Alameda CTC decides to terminate discussions. If terminated, the project will be publicly advertised in the DBB method, and the CM/GC contractor will be excluded from submitting or participating in any bid for the project. The process is illustrated below.

Figure 2



Contingency is included in every contractor's bid or cost proposal, reflecting their understanding of known or perceived risks at the time of preparation. Higher contingencies indicate higher perceived risks, while lower contingencies indicate lower perceived risks. The CM/GC method allows Alameda CTC and the CM/GC Contractor to collaborate on understanding, managing, mitigating, and assigning risks, which should be reflected in the contractor's price proposal.

Contingency amounts will be based on the Risk Register and the cost and schedule impacts of identified risks. Risk monetization can be based on engineering estimates, and for complex cases, methods like the Monte Carlo simulation may be used. The cost of supplemental work should be added to the agreed-upon price, including contingency, to determine the total construction cost.

Once a price agreement is reached, Alameda CTC will finalize the Plans and Specifications Package and ensure all outstanding R/W approvals and permits are completed.

If the Price Proposal is more than 10% higher or lower than the Independent Cost Estimator's estimate, the project team must provide justification in the recommendation to award memorandum. If the Price Proposal is within 10% of the Independent Cost Estimator's independent estimate and the available project budget, no justification is required.

The Alameda CTC will approve the award of the construction contract to the CM/GC contractor. The contract will then be executed following Alameda CTC's contracting processes. Funding requirements may alter the approval process outlined in this section.



4.1.10 Progress Report

After a project is completed using the CM/GC method, Alameda CTC shall prepare a progress report for the Commission in compliance with Public Contract Code Section 6974. The progress report must include the following information:

- A description of the project
- The name of the entity awarded the project
- The estimated and actual costs of the project
- The estimated and actual schedule for project completion
- A description of any written protests concerning any aspect of the solicitation, bid, proposal, or award of the project, including the resolution of the protests
- An assessment of the prequalification process and criteria as required by the PCC
- A description of the method used to evaluate the bid or proposal, including the weighting of each factor and an assessment of the impact of this requirement on the project
- A description of any challenges or unexpected problems that arose during the construction of the project, including the solutions that were considered and implemented to address those challenges and problems
- Recommendations to improve the CM/GC method

5. 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](#).

5.1 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.

5.2 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 UP 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](#).

5.3 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.

5.4 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.

5.5 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.



5.6 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 CMT will work closely with the Alameda CTC to verify compliance as defined in Caltrans Construction Manual [Chapter 8, Section 1, Labor Compliance](#).

During construction, Alameda CTC is responsible to 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 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 CMT with processing labor compliance complaints.
- Represent Alameda CTC for labor compliance hearings or court proceedings.

5.7 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](#).

5.8 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](#).

5.9 Resolution of Disputes During Construction

5.9.1 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.

5.9.2 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.

5.9.3 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.

5.9.4 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.

5.10 Authorized Budget Amount Increases

5.10.1 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.

5.10.2 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.

5.11 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.

5.12 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.

5.13 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.

6. 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.

6.1 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.

6.2 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.

6.3 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.

6.4 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.

6.5 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.

6.6 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.

6.7 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.

6.8 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 Quality Assurance Plan 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 the State Highway System (SHS) projects are governed by the 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 current Caltrans Standard Specifications (CTSS) must be part of the Plans, Specifications and Estimate (PS&E). Test methods used must be as specified in the CTSS and special provisions.

2.2 Off- the SHS 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

Page 1 of 8
February 2024

local QAP is based upon the requirements for local QAPs contained in the Caltrans Local Assistance Procedures Manual (LAPM) section 16.11. For projects that are off the SHS but on the National Highway System (NHS), the project must utilize the current Caltrans or Greenbook standard plans and specifications. 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 (CMT), will ensure that a project specific Quality Management Plan (QMP) is prepared and on file for the project.

The Resident Engineer (RE) will ensure that the QMP is developed with the correct criteria as specified in the contract and that any changes are reflected in an approved contract change order.

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 LAPM 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 Materials Acceptance Program

This local QAP describes procedures for determining the quality and acceptability of materials and workmanship incorporated into the project. The Material Acceptance Program includes procedures for the following:

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

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/SHS projects, certification shall be a "Certificate of Proficiency In the Sampling and Testing for Construction Materials" (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/SHS 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, crumb rubber, manufactured products, plastics, glass and lumber products permanently 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 CM Team's QAP material records of samples, tests, material releases, and certificates of compliance for a project shall be incorporated into the RE's project file. The complete project file must be available at a single location for inspection by Caltrans, local agencies and FHWA personnel at any time during the construction project. 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 Materials 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.** The RE must ensure the correct test method is used as specified in the contract. Verification and Quality Control (QC) testing must be performed in accordance with a recognized

testing standard. California Test Method (CTM), American Society of Testing and Materials (ASTM), and American Association of State Highway and Transportation Officials (AASHTO) are acceptable methods, however the test method to be used must be specified in the contract documents at the time of bid. The RE must ensure the correct version of the test method is used. When the specifications reference a test method by number, it indicates the test in effect on the date of the Notice to Bidders. This means the test methods for each project are fixed and are not necessarily the latest revisions. The RE must ensure that field personnel who perform tests for compliance with the specifications are certified to conduct the test method indicated by the contract. This is discussed further under Independent Assurance Program.

- 6.4 Frequency.** Sampling and testing shall occur in accordance with Caltrans "Sampling and 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 contract change order.
- 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 should be provided by e-mail or other electronic means.
- 6.7 Test Data and Summary Logs.** Acceptance Testing Results Summary Log (LAPM Exhibit 16-Z2) 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:
- The RE and/or the CM Team performs visual examination of materials, or
 - The Manufacturer or supplier has recently furnished similar materials found to be satisfactory using normal sampling and testing requirements, or
 - The manufacturer or supplier provides certification that the materials furnished comply with the contract specifications.

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. Whenever failing tests occur, sufficient additional acceptance tests must be taken to isolate the affected work. Documentation of the results of such additional tests must be included in the records, including a description of the corrective measures taken. Corrective action or retesting of failing tests must be noted in the remarks column of the test summary log. Documentation of the reason that materials represented by failing tests were incorporated into the project must be in the project files. The test summary log shall cross-reference the retest to the initial failed test. A final materials certification shall be provided for the project in accordance with Caltrans (LAPM Exhibit 17-G).

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 SHS system. For on-SHS projects, LAPM-16.11 procedures apply. For off-SHS 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.
- 7.5 Certification of Sampling and Testing Personnel:** All samplers and testers, including project, laboratory, and consultant personnel, must possess a current certificate of proficiency for the tests performed. A copy of the certificate must be in the project files. It is important that samplers as well as testers are certified to ensure the integrity of the sample and that the sample was taken at the right time, from the right location, using the correct method, and is properly labeled. The Joint Training and Certification Program (JTCP) was established by Caltrans, LPAs, and industry to make the certification process more efficient and to obtain consistent, reliable quality testing. The JTCP offers training and certification in hot mix asphalt, soils and aggregates, and Portland cement concrete.

For CTMs not covered by the JTCP, Caltrans will still provide certification. When test methods not covered by the JTCP or Caltrans are used, certifications must be obtained from other acceptable organizations such as ACI, or the agency/testing consultant may need to hire a second lab to perform IA. The process for qualifying sampling and testing personnel should be detailed in the LPA's Independent Assurance Program of the QAP. IA sampling and testing is not to be used for determining quality and acceptability of material incorporated into the job. Such tests are used only for the purpose of determining the reliability of testing personnel.

Qualification of Laboratory: All laboratories providing testing services for projects located in California must:

- Possess a current certificate of qualification.
- Be under the responsible engineering management of a California registered Professional Engineer with experience in inspection and testing of construction materials. The Engineer must certify the results of all tests performed by laboratory personnel under his or her supervision.
- Maintain their laboratory testing equipment in accordance with recognized national calibration standards.
- Participate in one or all of the following:
 - The AASHTO Materials Reference Laboratory (AMRL)
 - The Cement and Concrete Reference Laboratory (CCRL) inspection programs
 - The Caltrans Reference Sample Program

These proficiency sample testing programs conform to the FHWA requirement that each State Transportation Agency must participate in an approved laboratory inspection and comparative sample testing program. All laboratories which use Caltrans' test methods must participate in the Caltrans Reference Sample Program. Upon request, if CTMs are being used, Caltrans Materials Engineers will qualify LPA's (or consultant's) laboratories. Caltrans IA staff will issue Form TL-0113: Caltrans Accredited Laboratory Inspection Report valid for one year. Those laboratories which do not use Caltrans test methods must participate in the AMRL and CCRL programs to fulfill proficiency sample testing program requirements.

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. The acceptance of manufactured and fabricated materials is most frequently based on one of the following three methods:

- Source Inspection
- Materials Accepted on the Basis of Authorized Materials List
- Material Accepted by Certificate of Compliance

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 may perform Source Testing in accordance with LAPM-16.11 procedures. Source Inspection is the inspection, sampling, and testing of manufactured and prefabricated materials at locations other than the job site. It is most commonly performed on materials involving structural integrity or safety to the public. The purpose is to ensure that structural materials comply with contract requirements regarding raw materials, fabrication processes, personnel certification, and in process quality control testing. For a list of manufactured or prefabricated materials that are commonly source inspected for Caltrans projects, see Table 6-2.1, Inspection of Fabricated and Manufactured Materials of the Caltrans Construction Manual. After source inspection, the RE must inspect the materials upon arrival to be sure it meets the requirements of the specification and is undamaged by shipping and handling. The RE must obtain and file the source inspections reports.
- 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 CM Team 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 Quality Assurance Plan:

- [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](#)

Appendices:

A – Caltrans Local Assistance Procedures Manual - Exhibit 16-R “Sampling and Testing Frequency Table”

B – Caltrans Local Assistance Procedures Manual - Exhibit 16-T1 “Materials Requiring a Certificate of Compliance per Caltrans Standard Specifications”

C - Caltrans Local Assistance Procedures Manual - Exhibit 16-T2 “Materials Requiring a Certificate of Compliance or Certified Test Results per Greenbook”



D - Caltrans Local Assistance Procedures Manual - Exhibit 16-Z2 "Acceptance Testing Results Summary Log"

E - Caltrans Local Assistance Procedures Manual - Exhibit 17-G "Materials Certificate"

F – Sample Certificate of Compliance

Local Agency Approval

A handwritten signature in black ink, appearing to read "Gary Huislingh", written over a horizontal line.

Gary Huislingh, PE
Deputy Executive
Director of Projects and
Commission Engineer
Alameda County Transportation Commission





Exhibit 16-R Sampling and Testing Frequency Table
for projects OFF the SHS

<i>Sample for Local Agency QAPs</i>			
Sampling and Testing Frequency Table <i>for projects OFF the SHS.</i>			
HOT MIX ASPHALT (HMA) / ASPHALT CONCRETE (AC)			
Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Aggregate Gradation (Sieve)	CT 202	1 Per 1000 Tons or Part Thereof ; Minimum 1 per day during production/placement of at least 300 tons per day.	At Plant Per CT 125 (a)
Sand Equivalent	CT 217		Loose Mix Behind Paver Per CT 125
Asphalt Binder Content	CT 382		
In-Place Density and Relative Compaction (Nuclear)	Nuclear (b) CT 375 or ASTM D2950 (c)	1 Per 1000 Tons or Part Thereof ; Minimum 1 per day during production/placement of at least 300 tons per day. (b)	Random Locations Per CT 375 (c)
Theoretical Maximum Specific Gravity and Density (Rice)	CT 309	1 Per Day During Production/Placement of At Least 300 Tons Per Day	Loose Mix Behind Paver Per CT 125
HMA Moisture Content	CT 226 or CT 370		
Stabilometer Value (d)	CT 366		
Asphalt Binder	Sample per Section 92	Sample 1 min. per day for production over 300 tons per day; See (f) regarding testing.	At Plant Per CT 125
Smoothness	12-foot Straightedge	As necessary to confirm contract compliance.	Final Pavement Surface

(a) Exact tonnage of sample location to be determined by Random Sampling Plans

(b) Compaction determined by Nuclear Density Device. Core testing required if compaction fails the nuclear test

(c) Correlation between core densities and nuclear device required only if compaction fails the nuclear test

(d) Report the average of 3 tested briquettes from a single split source

(e) Use CT 309 to determine maximum theoretical density in lieu of CT 367 calculated maximum theoretical density

(f) No testing required unless warranted by concern ; sample and store until completion of project



SUBGRADE (DISTURBED BASEMENT SOIL) OR EMBANKMENT

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Maximum Density and Relative Compaction	CT 216/CT 231	1 Min. Test per 5000 sq ft under vehicle traveled way and shoulder 1 Min. Test Per 300 linear foot under sidewalk	Random locations as determined by the Engineer in place after compaction.

AGGREGATE BASES AND SUBBASES, IMPORTED BORROW

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202	1 Min. Test Per Material Source	Sample from site stockpile/plant prior to placement.
R-Value	CT 301		
Sand Equivalent	CT 217		
Maximum Density and Relative Compaction	CT 216/CT 231	1 Min. Test per 5000 sq ft	Random locations as determined by the Engineer in place after compaction.

STRUCTURE BACKFILL, SELECT BACKFILL

Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Sieve Analysis	CT 202	1 Min. Test Per Material Source	Sample from site stockpile/plant prior to placement
R-Value	CT 301		
Sand Equivalent	CT 217		
Maximum Density and Relative Compaction	CT 216/CT 231	1 Min. Test Per 2 Vertical Lifts of Placement	Random locations as determined by the Engineer in place after compaction.



PORTLAND CEMENT CONCRETE (PCC) - STRUCTURAL AND SIGNAL/LIGHTING FOUNDATIONS

COARSE AGGREGATE			
Quality Characteristic	Test Method		
Sieve Analysis	CT 202	1 min. test per 500 cu yds and per each material source ; 1 min. test on smaller projects; If bridge, 1 min. set per separate pour per abutment/pier/deck.	Sample from site stockpile/plant prior to placement
Cleaness Value	CT 227		

FINE AGGREGATE			
Quality Characteristic	Test Method		
Sieve Analysis	CT 202	1 min. test per 500 cu yds and per each material source ; 1 min. test on smaller projects; If bridge, 1 min. set per separate pour per abutment/pier/deck.	Sample from site stockpile/plant prior to placement
Sand Equivalent	CT 217		

WET MIX			
Quality Characteristic	Test Method	Minimum Sampling and Testing Frequency	Location/Time of Sampling
Slump/Penetration	CT 533	2 per day	Sample from truck/work site
Cylinders	CT 539/540	1 min. set of 3 per day; If bridge, 1 min. set per separate pour of abutment/pier/deck.	



Appendix B

Local Assistance Procedures Manual

Exhibit 16-T1

Materials Requiring a Certificate of Compliance per Caltrans Standard Specifications

Exhibit 16-T1: Materials Requiring a Certificate of Compliance per Caltrans Standard Specifications

Caltrans 2018 Standard Specifications	Material	Additional Info and/or Attachments Required*
6-1.04 BUY AMERICA		
6-1.04B	Crumb rubber	COC
6-1.04C	Steel and iron materials	COC + cert. mill test reports
11-2 WELDING QUALITY CONTROL		
11-2.03D	Welding	COC
12-3 TEMP. TRAFFIC CONTROL DEVICES		
12-3.03A(3)	Plastic traffic drums	COC
12-3.20A(3)	Type K temporary railing	COC
12-3.23A(3)	Attenuator	COC
12-3.32A(3)	Portable CMS	COC
13-2 WATER POLLUTION CONTROL PROGRAM		
13-9 TEMP. CONCRETE WASHOUTS		
13-9.01C	Fabric bags for gravel-filled bags	COC
	Plastic liner	COC
13-10 TEMP. LINEAR SEDIMENT BARRIERS		
13-10.01C	Fiber rolls	COC
	Silt fence fabrics	COC
	Sediment filter bags	COC
	Foam barriers	COC
	Fabric for gravel-filled bags	COC
16-2.03 TEMP. HIGH-VISIBILITY FENCES		
16-2.03A(3)	High-visibility fabric	COC
18 DUST PALLIATIVES		
18-1.01C	Dust suppressant	COC
	Dust control binders	COC
	Fibers	COC
20 LANDSCAPE		
20-2 IRRIGATION		
20-2.08A(3)	Polyethylene pipe	COC
	Plastic pipe supply line	COC

* For those materials requiring additional information on or with the COC, see specification.



Appendix B

Local Assistance Procedures Manual

Exhibit 16-T1

Materials Requiring a Certificate of Compliance per Caltrans Standard Specifications

Caltrans 2018 Standard Specifications	Material	Additional Info and/or Attachments Required*
20-3 PLANTING		
20-2.08A(3)	Sod	COC
	Soil amendment	COC
20-5 LANDSCAPE ELEMENTS		
20-5.03A(1)(c)	Filter fabric	COC + product data
20-5.03D(1)(c)	Solidifying emulsion	COC + product data & samples
20-5.04A(3)	Wood mulch	COC + sample & authorization
21-2 EROSION CONTROL WORK		
21-2.01C(1)	Straw	COC
	Weed-free straw	COC + cert. of quarantine
	Fiber	COC
	RECP	COC
	Fasteners	COC
	Hydraulically applied erosion control materials	Submit records
21-2.01C(2)	Compost	Submit reports
21-2.01C(3)	Seed	Submit reports
21-2.01C(4)	Tackifier	COC
	Bonded fiber matrix	COC
24 STABILIZED SOILS		
24-1.01C(1)	Stabilizing agent	COC + sample
24-3 CEMENT STABILIZED SOIL		
24-3.01C	Cement	COC + sample
36-2 BASE BOND BREAKER		
36-2.01C	Base bond breaker	COC
37 BITUMINOUS SEALS		
37-1.01C	Asphalt binder	COC + test results
	Asphalt emulsion	COC + test results
37-3 SLURRY SEALS AND MICRO-SURFACINGS		
37-3.01A(3)	Asphaltic emulsion	COC + samples & test results
	Polymer modified asphaltic emulsion	COC + samples & test results
	Micro-surfacing emulsion	COC + sample & test results
37-2.04 ASPHALT RUBBER BINDER CHIP SEALS		
37-2.04A(3)	Asphalt rubber binder ingredients	COC + permits & submittals

* For those materials requiring additional information on or with the COC, see specification.



Appendix B

Local Assistance Procedures Manual

Exhibit 16-T1

Materials Requiring a Certificate of Compliance per Caltrans Standard Specifications

Caltrans 2018 Standard Specifications	Material	Additional Info and/or Attachments Required*
37-5 PARKING AREA SEALS		
37-5.01C	Parking area seal material	COC + sample & test results
37-6 CRACK TREATMENTS		
37-6.01C	Crack treatment materials	COC or sample & test results
39-2 HOT MIX ASPHALT		
39-2.01A(3)(f)	Liquid antistrip	COC + sample & production data
39-2.03A(3)(c)	Crumb rubber modifier	COC + test results
	Asphalt modifier	COC + test results
39-2.05A(1)(c)	Asphaltic emulsion	COC + test results
40 CONCRETE PAVEMENT		
40-1.01C(2)	Tie bars	COC
	Splice couplers for threaded bars	COC
	Dowel bars	COC
	Tie bar baskets	COC
	Joint filler	COC
	Epoxy-powder coating	COC
41 EXISTING CONCRETE PAVEMENT		
41-5 JOINT SEALS		
41-5.01C	Liquid joint sealant	COC + SDS & instructions
	Backer rods	COC + SDS & instructions
	Compression joint seal	COC + SDS & instructions
	Lubricant adhesives	COC + SDS & instructions
41-10 DRILL AND BOND BARS		
41-10.01C	Tie bars	COC
	Dowel bars	COC
	Dowel bar lubricant	COC
	Chemical adhesive	COC
	Epoxy powder coating	COC
48-2 FALSEWORK		
48-2.01C(1)	Structural composite lumber	COC + submittals
49-2 DRIVEN PILING		
49-2.02A(3)(d)	Steel pipe piles	COC + tests & mill reports
49-2.03A(3)	Structural shape steel piling	COC + test reports

* For those materials requiring additional information on or with the COC, see specification.



Appendix B

Local Assistance Procedures Manual

Exhibit 16-T1

Materials Requiring a Certificate of Compliance per Caltrans Standard Specifications

Caltrans 2018 Standard Specifications	Material	Additional Info and/or Attachments Required*
51 CONCRETE STRUCTURES		
51-1.01C(3)	Bonding materials	COC or sample & authorization
51-2 JOINTS		
51-2.01A(3)	Polyethylene material for snowplow deflectors	COC
51-2.02B(1)(c)	Sealant	COC + test reports & samples
51-2.02C(1)(c)	Elastomeric joint seal	COC + test reports
	Lubricant-adhesive	COC + test reports
51-2.02D(1)(c)	Joint seal materials	COC + authorization
51-2.02E(1)(c)(iii)	Joint seal assembly materials	COC
51-2.02F(1)(c)(iv)	Material used in the joint seals	COC + test reports
51-2.04A(3)	Waterstop material	COC + a statement
51-3 BEARINGS		
51-3.02A(3)(c)	Elastomer for bearing pads	COC + test reports
51-4 PRECAST CONCRETE MEMBERS		
51-4.01C(1)	Concrete box culvert	COC
52 REINFORCEMENT		
52-1.01C(3)	Reinforcement (rebar)	COC + mill test report
52-2 EPOXY-COATED REINFORCEMENT		
52-2.02A(3)(c)	Epoxy-coated reinforcement	COC + submittals
	Patching material	COC + a statement
52-5.01C(4)	Headed bar reinforcement	COC + test reports
52-6 SPLICING		
52-6.01C(5)	Service or butt splice material	COC + submittals
54 WATERPROOFING		
54-3 PREFORMED MEMBRANE WATERPROOFING		
54-3.01C	Preformed membrane sheet	COC + report
54-5 DECK SEAL		
54-5.01C	Preformed membrane sheet	COC + report
57-2 WOOD STRUCTURES		
57-2.01A(3)	Timber and lumber	COC + report
	Glued laminated timbers/decking	COC
57-3 PLASTIC LUMBER STRUCTURES		
57-3.01C(1)	Plastic lumber	COC + test report & sample

* For those materials requiring additional information on or with the COC, see specification.



Appendix B

Local Assistance Procedures Manual

Exhibit 16-T1

Materials Requiring a Certificate of Compliance per Caltrans Standard Specifications

Caltrans 2018 Standard Specifications	Material	Additional Info and/or Attachments Required*
58-2 MASONRY BLOCK		
58-2.01C(7)	CMUs	COC
	Aggregate for grout	COC
	Grout	COC
59 STRUCTURAL STEEL COATINGS		
59-1.01C	Blast cleaning material	COC + SDS
59-5 THERMAL SPRAY COAT STRUCTURAL STEEL		
59-5.01C(1)	Wire feedstock	COC
60-3.04B POLYESTER CONCRETE OVERLAYS		
60-3.04B(1)(c)	Methacrylate resins	COC + samples & test report
	Polyester resins	COC + samples & test report
	Aggregates	COC + samples & test report
61-2 CULVERT AND DRAINAGE PIPE JOINTS		
61-2.01C	Joint systems	COC + test results & reports
	Couplers	COC
64 PLASTIC PIPE		
64-1.01C	Plastic pipe	COC + report
65-2 REINFORCED CONCRETE PIPE		
65-2.01C	RCP, direct design method	COC + report
66 CORRUGATED METAL PIPE		
66-1.01C	Corrugated steel materials	COC
	Corrugated aluminum materials	COC
67-3 METAL LINE PLATE PIPE		
67-3.01C	Metal liner plate pipe	COC + mill test reports
68 SUBSURFACE DRAINS		
68-1.01C	Subsurface drain	COC
68-2 UNDERDRAINS		
68-2.01C	Pipe	COC
	Tubing	COC
	Fittings	COC
68-7 GEOCOMPOSITE DRAIN SYSTEMS		
68-7.01C	Geocomposite drain	COC + flow capability graph

* For those materials requiring additional information on or with the COC, see specification.



Appendix B

Local Assistance Procedures Manual

Exhibit 16-T1

Materials Requiring a Certificate of Compliance per Caltrans Standard Specifications

Caltrans 2018 Standard Specifications	Material	Additional Info and/or Attachments Required*
69 OVERSIDE DRAINS		
69-1.01C	Steel pipe piles	COC
	Aluminum	COC
	Plastic	COC
70-6 GRATED LINE DRAINS		
70-6.01C	Grated line drains	COC + docu. & inspec. report
71-3.09 MACHINE SPIRAL WOUND PVC PIPELINERS		
71-3.09A(1)(c)	Reel of PVC strip	COC + report
72-16 GABIONS		
72-16.01C	Gabion basket	COC
	PVC coating	COC + identify
75-3 MISCELLANEOUS BRIDGE METAL		
75-3.01C(1)	Anchorage devices	COC
75-3.01C(2) BRIDGE DECK DRAINAGE SYSTEM		
75-3.01C(2)	Fiberglass pipe and fittings	COC
80-3 CHAIN LINK FENCES		
80-3.01C	Protective coating system	COC
	Posts and braces	COC + test results
81 MISCELLANEOUS TRAFFIC CONTROL DEVICES		
81-2 DELINEATORS		
81-2.01C	Metal target plates	COC
	Enamel coating	COC
81-3 PAVEMENT MARKERS		
81-3.01C	Pavement markers	COC
82 SIGNS AND MARKERS		
82-2 SIGN PANELS		
82-2.01C	Aluminum sheeting	COC
	Retroreflective sheeting	COC
	Screened-process colors	COC
	Nonreflective, opaque, black film	COC
	Protective overlay film	COC

* For those materials requiring additional information on or with the COC, see specification.



Appendix B

Local Assistance Procedures Manual

Exhibit 16-T1
Materials Requiring a Certificate of Compliance per Caltrans Standard Specifications

Caltrans 2018 Standard Specifications	Material	Additional Info and/or Attachments Required*
82-5 MARKERS		
82-5.01C	Metal target plates	COC
	Enamel coating	COC
	Retroreflective sheeting	COC
83-3 CONCRETE BARRIERS		
83-3.01C	Type 60K portable concrete barrier	COC or test reports
84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS		
84-2.01C	Thermoplastic	COC + autho., SDS & data sheet
	Paint	COC + autho., SDS & data sheet
	Glass beads	COC + autho., SDS & data sheet
	Thermoplastic primer	COC + test results
DIVISION X ELECTRICAL WORK		
86-1.01C(6)	Signal heads	COC + test data
	Visors	COC + test data
87-2 LIGHTING SYSTEMS		
87-2.01C	High mast lighting luminaires	COC + test data
90 CONCRETE		
90-1.01C(3)	Cementitious materials	COC + app. signature
	Blended cement	COC + app. signature
90-1.01C(4)	Admixture	COC + authorization
90-1.01C(5)	Curing compound	COC + test samples
90-2 MINOR CONCRETE		
90-2.01C	Minor concrete	COC + weighmaster cert
90-3 RAPID STRENGTH CONCRETE		
90-3.01C(3)	Aggregate	COC + certified weight
	Cementitious materials	COC + certified weight
	Admixtures	COC + certified weight
90-4 PRECAST CONCRETE		
90-4.01C(2) and 90-4.01D(2)(a)	Cementitious materials	COC + app. signature
	Precast members (each)	COC + app. signature
	Curing compound	COC + test samples
94 ASPHALTIC EMULSIONS		
94-1.01C	Asphaltic emulsion	COC + reports

* For those materials requiring additional information on or with the COC, see specification.



Appendix B

Local Assistance Procedures Manual

Exhibit 16-T1

Materials Requiring a Certificate of Compliance per Caltrans Standard Specifications

Caltrans 2018 Standard Specifications	Material	Additional Info and/or Attachments Required*
95 EPOXY		
95-1.01C	Epoxy	COC
96 GEOSYNTHETICS		
95-1.01C(1)	Geosynthetic	COC + test samples

* For those materials requiring additional information on or with the COC, see specification.



Greenbook 2018
Materials Requiring a Certificate of Compliance or Certified Test Reports

	Material	Section #	Section Title	Additional Comments
1		4-5	Certificate of Compliance	General Requirements
2	Weighing and Metering Equip.	4-7	Weighing and Metering Equipment	Engineer to "approve" prior to operation.
3	Cement	201-1.2.1	Cement	
4	Fly Ash	201-1.2.5.3	Fly Ash	Specific language/info required on the COC. Must also submit test data upon request.
5	Pozzolans	201-1.2.5.4	Class N Pozzolans	Specific language/info required on the COC. Must also submit test data upon request.
6	Joint Sealant , Type E	201-3.9	Test Report and Certification	Specific language/info required on certified test reports.
7	Curing Compound	201-4.3	Test Report and Certification	Must submit certified test report upon request.
8	Paving Asphalt	203-1.3	Test Report and Certification	Specific language/info required on certified test reports.
9	Liquid Asphalt	203-2.2	Test Report and Certification	Specific language/info required on certified test reports.
10	Microsurfacing Emulsion (MSE)	203-3.5	Certificate of Compliance	With each load. Must also submit test data upon request.
11	Latex	203-10.2.2	Latex	Specific language/info required on the COC.
12	Asphalt Rubber Hot Mix (ARHM)	203-11.2	Materials	Must also submit test reports with the COC.
13	Crumb Rubber Modifier (CRM)	203-11.2.3.1	General (Crumb Rubber Modifier)	Specific language/info required on the COC.
14	Treated Wood	204-2.4	Quality Control	Specific language/info required on the COC.
15	Structural Steel , Rivets, Bolts, Pins	206-1.1.2	Certification	Specific language/info required on certified test reports.
16	Gray Iron and Ductile Iron Castings	206-3.4.2.1	General (Tensile Testing)	Must also submit test reports with the COC.
17	Gray Cast Iron Castings	206-3.4.2.2	Gray Cast Iron Castings	Specific language/info required on the COC and must submit certified test results.
18	Ductile Iron Castings	206-3.4.2.3	Ductile Iron Castings	Specific language/info required on the COC and must submit certified test results.
19	Corrugated Steel Pipe, pipe arches.	207-11.2.1	General (Materials)	



20	Structural Steel Products	207-12.2.1	General (Materials)	Specific language/info required on the COC.
21	Structural Aluminum Products	207-14.2.1	General (Materials)	Specific language/info required on the COC.
22	PVC Pipe	207-17.4.1	General (Test Requirements)	
23	PolyPropylene Pipe	207-25.6.1	General (Man. Facility Testing)	
24	Materials used in Sewers	211-2	Chemical Resistance (Pickle Jar) Test	Specific language/info required on the COC.
25	Viscometer Calibration	211-4.2	Calibration	
26	Engineering Geosynthetics	213-1	General (Engineering Geosynthetics)	Specific language/info required on the COC.
27	Traffic Paint, Thermo and Markers	214-2	Test Reports And Cert. of Compliance	Specific language/info required on certified test reports OR COC
28	Precast Reinforced Concrete Box	216-8	Basis of Acceptance	
29	Fiberglass Standards	700-3.3.4	Fiberglass Standards	Specific language/info required on the COC and test reports.
30	Conductors for Series Circuits, 5000V	700-4.2.2	Conductors for Series Circuits	
31	Conductors and Cable	700-5.3.1	General (Conductors and Cable)	
32	Lamp Receptable Conductors	700-5.5.7	Electrical Components	COC Required if required information is not marked on the insulation.
33	LED Signal Modules	700-5.5.11.8	Certificate of Compliance	
34	LED Pedestrian Signal Module	700-5.6.6.7	Certificate of Compliance	



Appendix D

Local Assistance Procedures Manual

Exhibit 16-22
Acceptance Testing Results Summary Log

Exhibit 16-22 Acceptance Testing Results Summary Log

Test Method Name: _____

Test Method Number: _____

Project Name: _____

Contract Number: _____

Test Number	Date Sampled	Name of Sampler or Tester		Production		Test Results			Remarks
		Tester Certification on file?		Location (Stations, depths, etc.)	Production Quantity Represented	Required Result	Actual Result	Pass/Fail	Include action taken for any failing test result; note test number of any retest.
1			<input type="checkbox"/>						
2			<input type="checkbox"/>						
3			<input type="checkbox"/>						
4			<input type="checkbox"/>						
5			<input type="checkbox"/>						
6			<input type="checkbox"/>						
7			<input type="checkbox"/>						
8			<input type="checkbox"/>						
9			<input type="checkbox"/>						
10			<input type="checkbox"/>						
11			<input type="checkbox"/>						
12			<input type="checkbox"/>						
13			<input type="checkbox"/>						
14			<input type="checkbox"/>						
15			<input type="checkbox"/>						
16			<input type="checkbox"/>						
17			<input type="checkbox"/>						
18			<input type="checkbox"/>						
19			<input type="checkbox"/>						
20			<input type="checkbox"/>						
21			<input type="checkbox"/>						
22			<input type="checkbox"/>						
23			<input type="checkbox"/>						
24			<input type="checkbox"/>						
25			<input type="checkbox"/>						

Exhibit 17-G: Materials Certificate

MATERIALS CERTIFICATE

CITY/COUNTY LETTERHEAD
(Sample)

Date: _____
Federal-Aid Project Number: _____
Caltrans File Category 61: _____
Job Stamp: _____

Subject: Materials Certification

This is to certify that:

The results of the tests on acceptance samples indicate that the materials incorporated in the construction work and the construction operations controlled by sampling and testing were in conformity with the approved plans and specifications.

- ☐ Exceptions to the plans and specifications are explained on the back of this memorandum (or on attached sheet).
- ☐ No exceptions to the plans and specifications were found.

Signature of local agency engineer in responsible charge of project and title

Distribution: (For all projects) 1) Local agency Project Files (original)
2) DLAE (1 copy in Report of Expenditures)
(For projects on the NHS) 3) FHWA (1 copy)



Appendix F

February XX, 20XX

(SAMPLE)

CERTIFICATE OF COMPLIANCE

PROJECT NAME: _____

PROJECT #: _____

SUPPLIER: _____

CONTRACTOR: _____

MATERIAL: _____

QUANTITY IN THIS SHIPMENT: _____

LOT NUMBER IDENTIFICATION: _____

APPLICABLE SPECIFICATION: _____

I certify that the material indicated above conforms to all requirements of the project specifications.

Signature and Date

Name

Title



DEPARTMENT OF TRANSPORTATION

DIVISION OF ENGINEERING SERVICES
MATERIALS ENGINEERING TESTING SERVICES AND GEOTECHNICAL SERVICES
INDEPENDENT ASSURANCE AND REFERENCE SAMPLE PROGRAM BRANCH
TRANSPORTATION LABORATORY-MS 5
5900 FOLSOM BLVD.
SACRAMENTO, CA 95819-4612



Flex your power!
Be energy efficient!

Expiration Date: 02/20/29

Status: In Compliance

A. Document Originator

Name of Agency/Consultant: Alameda County Transportation Commission
Address: 1111 Broadway Suite 800 Oakland, CA 94607
Telephone Number: 510-208-7400 Email: ghuisingh@alamedactc.org
Approved by: Gary Huisinigh PE C54222 Expires 12/31/23

*The document will be reviewed for compliance to California Department of Transportation,
Local Assistance Procedures Manual Section 16.11 (Jan. 2024 Revision) and Federal Highway Administration, 23 CFR 637.*

B. Document Reviewed

ITEM NO.	DESCRIPTION
1	The Quality Assurance Program (QAP) for the Alameda CTC dated 02/2024, approved on 02/2024 by Gary Huisinigh Deputy Exec. Director Projects/Commission Engineer.

C. Notes

ITEM NO.	DESCRIPTION
1	This Document Has Been Found to Be in Compliance With Caltrans Requirements.
2	Acceptance Testing: will be done by a private consultant materials lab or another agency's lab.
3	Sampling and Testing Frequency: will be done per Appendix A of the ACTC QAP Manual.
4	Independent Assurance Program: will be done by certified laboratory personnel free of conflict.
4.1	Per section 16.11 of the LAPM, Caltrans assistance is required for IA function when using California Test Methods.
5	Caltrans District 04, Local Assistance must be notified if there is any change or deviation from this QAP.

D. Reviewer

Name & Title: Alexis England. / Caltrans, METS, IA - North

E-Mail: Alexis.england@dot.ca.gov

Phone: 213-310-2445

2/23/24



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: 30%;">Submitted by:</td><td style="width: 40%; border-bottom: 1px solid black; text-align: center;">[Resident Engineer]</td><td style="width: 30%;">Date: _____</td></tr><tr><td>Approval Recommended:</td><td style="border-bottom: 1px solid black; text-align: center;">[Project Manager]</td><td>Date: _____</td></tr><tr><td>Approved</td><td style="border-bottom: 1px solid black; text-align: center;">[Commission Engineer]</td><td>Date: _____</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:	[Resident Engineer]	Date: _____	Approval Recommended:	[Project Manager]	Date: _____	Approved	[Commission Engineer]	Date: _____	Name	Title	Signature
Submitted by:	[Resident Engineer]	Date: _____												
Approval Recommended:	[Project Manager]	Date: _____												
Approved	[Commission Engineer]	Date: _____												
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.

- 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	\$ _____
		FORCE ACCOUNT	\$ _____
OTHER	DATE	AGREED PRICE	\$ _____
		ADJUSTMENT	\$ _____
OTHER	DATE	TOTAL	\$ _____
OTHER	DATE	FUNDING SOURCE	AMOUNT
		PERCENT	
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

FORM A

CONTRACTOR PAYMENT REQUEST FORM

Prime Contractor: _____
 Address: _____

 Contact Name: _____
 Phone: _____
 E-mail: _____

Alameda CTC Agreement No.: _____
 Alameda CTC Agreement Term: MM/DD/YY to MM/DD/YY
 Alameda CTC Project Manager: _____
 Alameda CTC Project No.: _____
 Alameda CTC Project Name: _____
 Federal Project No.: _____

Invoice No.: _____
Date of Invoice: _____
Payment Request No.: _____
Period (From - To): MM/DD/YY to MM/DD/YY
Final Invoice (YES/NO): _____
*Exhibit 17-F must be attached with the Final Invoice
for contracts funded with federal funds.*

CONTRACTOR COSTS

[illegible]

COST BREAKDOWN

[illegible]

Resident Engineer's Certification

I hereby certify that the information included in this Payment Request is true and accurate and that the claimed expenses have been paid as of the date of this request.

Signature	Date
-----------	------

Name and Title

- File:
- Document Controls
 - Project Controls

ALAMEDA CTC USE ONLY - Reviewer's Comments

Alameda CTC Approval

I have reviewed that the supporting documents are accurate and complete, and I approve this invoice for payment.

Signature _____ Date _____

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		

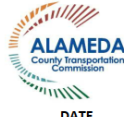
RE SIGNATURE _____

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		
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		INCIDENT NOTIFICATION COMMUNICATIONS PLAN	
Project No/Contract No./Fed No.			
TYPE I: VEHICLE ENTERED CLOSURE WITHOUT INCIDENT		Construction Management Team Contacts	
1	Field staff to email project RE	Construction Manager: Name	
2	No further Action required	Construction Manager: Phone #	
		Construction Manager: e-mail	
TYPE II: PROPERTY DAMAGED DURING WORK (includes Vehicle Accidents within project Limits)			
1	Field staff to call RE	Resident Engineer: Name	
2 RE to e-mail Alameda CTC Project Director and immediately call		Resident Engineer Phone #	
2	PIO	Resident Engineer e-mail	
TYPE III LATE LANE CLOSURE PICKUP		Alameda CTC Contacts	
1	Field staff to immediately call RE	Project Director Name	
2	Field staff to notify affected Agency (e.g. CT Radio Room)	Project Director Phone #	
3 RE to e-mail Alameda CTC Project Director and immediately call		Project Director e-mail	
3	PIO.		
TYPE IV PERSONAL INJURY DURING WORK		Public Information Officer Name	
1	Field staff to immediately call 911 and RE	Public Information Officer Phone #	
2 RE to immediately all Alameda CTC Project Director and PIO.		Public Information Officer email	
TYPE V FATALITY DURING WORK			
1	Field staff to immediately call 911 and RE	Director of Project Delivery Name	
2 RE to immediately all Alameda CTC Project Director and PIO.		Director of Project Delivery Phone #	
		Director of Project Delivery e-mail	
<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>			

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.

[illegible]

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.



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.

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) "Protested 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 meetings.

Project Name:
Project Number:
Contract Number:

DRAFT ADVERTISEMENT AND AWARD SCHEDULE **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.



1111 Broadway, Suite 800, Oakland, CA 94607

• 510.208.7400

• www.AlamedaCTC.org

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	071225	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	\$3,000.00	\$3,000.00	\$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	\$11.00	\$5,720.00	\$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 CHECK DAM	M	75	\$18.00	\$1,350.00	\$15.00	\$1,125.00	\$37.50	\$2,812.50	\$37.50	\$2,812.50	\$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	\$6,901.00
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	\$250.00	\$2,500.00	\$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	\$135,000.00	\$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	\$2,400.00	\$48,000.00	\$3,800.00	\$76,000.00	\$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	\$5.00	\$455.00	\$4.50	\$405.00	\$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	\$12.00	\$984.00	\$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	\$150.00	\$2,250.00	\$37.50	\$562.50	\$15.00	\$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	840515	THERMOPLASTIC PAVEMENT MARKING	M2	130	\$50.00	\$6,500.00	\$20.00	\$2,600.00	\$20.00	\$2,600.00	\$200.00	\$20,000.00	\$30.00	\$3,900.00
210	840960	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	\$8,396.67
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.

Appendix H – Sample CM/GC Scope of Work

SERVICES RELATED TO CM/GC CONTRACTOR – PRE-CONSTRUCTION PHASE

The pre-construction services provided by the CM/GC contractor may include tasks such as on-site potholing, material sampling, and data collection to support the Design Consultant. These services do not involve engineering or design-related activities.

Before finalizing the main construction services agreement, the CM/GC contractor's scope includes pre-construction services and, if requested by Alameda CTC, certain advance construction work packages.

Potential tasks include:

- **Validate Project Design:** Ensure the project design aligns with budget and schedule constraints, proposing necessary changes to meet Alameda CTC's delivery goals.
- **Determine Staging Requirements:** Identify the requirements and locations for project staging areas.
- **Site and Access Evaluation:** Assess the project site and access routes for constraints, providing a cost and feasibility analysis.
- **Construction Approach:** Offer insights into the project's construction, including equipment placement and site access, to define the project's footprint and impact.
- **Design Review:** Identify errors, omissions, ambiguities, constructability concerns, and opportunities for value engineering or minimizing project impacts and risks.
- **Collaborative Brainstorming:** Work with the Design Consultant and Alameda CTC in brainstorming sessions to address design, utility, construction, and environmental challenges.
- **Value Analysis:** Evaluate alternate design options, considering their impacts on time, cost, and the environment.
- **Feasibility Studies:** Conduct studies to find solutions for specific design issues.
- **Local Industry Capability Review:** Assess local contractors and subcontractors regarding equipment, technology, expertise, and labor availability.
- **Operations and Maintenance Recommendations:** Provide input to improve the operational and maintenance aspects of the completed project.
- **Market Queries and Surveys:** Inform decisions on materials or construction methods based on current pricing and availability.
- **Project Approvals and Permits:** Assist the Design Consultant in obtaining necessary project approvals and permits.
- **Independent Quantity Takeoffs:** Review the Design Consultant's item and quantity schedule.
- **Construction Scheduling:** Develop and update the construction schedule using the Critical Path Method (CPM) at key design milestones. Maintain and update a risk register and risk management plan.
- **Cost Modeling:** Create and maintain a project cost model.
- **Cost Estimations:** Prepare estimates at various design milestones and a final price proposal.



- **Guaranteed Maximum Price (GMP) Estimates:** Prepare breakout GMP estimates for possible early-award work packages.
- **Field Investigations:** Conduct pre-construction investigations such as utility verification and other site work.
- **Support for Right-of-Way Acquisition:** Provide assistance as needed for right-of-way acquisition, including minor modifications to third-party facilities.
- **Advance Construction Work:** Undertake limited advance work such as demolition, utility relocation, and tree trimming, if requested by Alameda CTC.
- **Final Price Proposal:** Prepare a final price proposal or GMP at the final design milestone and negotiate with Alameda CTC to finalize the construction contract price.



Appendix I – Sample Innovation Register

Innovation Register		Project Name:			Date:	
Innovation ID	Description	Date Proposed	Project Phase	Expected Benefits	Cost Estimate	Responsible Party