

CITY OF LAFAYETTE

3675 Mt. Diablo Boulevard, Suite 210

(925) 284-1951

www.ci.lafayette.ca.us



NOTICE TO CONTRACTORS BID PROPOSAL CONTRACT AGREEMENT CONTRACT SPECIAL PROVISIONS

FOR

MOUNT DIABLO BOULEVARD WEST END PAVEMENT PRESERVATION PROJECT

City Project No. 014-9699

Federal Aid Project Number STPL 5404(025)

The work for which this proposal is submitted is for construction in conformance with the City of Lafayette Standard Specifications dated March 2013, special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the 2010 California Department of Transportation Standard Plans, the 2010 Standard Specifications, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Bid Opening Date

Tuesday, June 10, 2014, 11:00 a.m.



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NOTICE TO CONTRACTORS

Sealed proposals will be accepted at the office of the City Clerk, 3675 Mt. Diablo Boulevard, Suite 210, Lafayette, California until 11:00 A.M., Tuesday, June 10, 2014, at which time they will be publicly opened and read, for **Construction of Mount Diablo Boulevard West End Pavement Preservation Project, Project No. 014-9699**, including, but not limited to: mobilization; traffic control and construction signage; potholing utilities; tree protection; removal and disposal of traffic striping, markers and markings, asphalt concrete pavement and subgrade, concrete curb ramp, curb, gutter, sidewalk, driveways; construction and installation of paver sidewalk, concrete curb ramp, curb, gutter, sidewalk, driveways, asphalt concrete pavement repairs, crack seal, rubberized chip seal, micro-surfacing, video detection system at signalized intersection, rapid flash beacon system, traffic stripes, markers, and markings; and all other work as shown on the Plans and as described in the Specifications to provide a complete project.

The Engineer's cost estimate is **\$625,000**.

Contract documents, including the Plans, Special Provisions, and City of Lafayette Standard Specifications, may be obtained at the City of Lafayette Engineering Services Division. The cost of Plans, Special Provisions, and City of Lafayette Standard Specifications is \$25 per set. The cost of mailing is an additional \$10 per set. A link to electronic bid documents may be obtained free of charge by contacting the Engineering Secretary at (925)284-1951.

This project shall be constructed in accordance with the March 2013 Edition of the City of Lafayette Standard Specifications.

Bids shall be submitted in a sealed envelope titled "**Proposal: Mount Diablo Boulevard West End Pavement Preservation Project, Project No. 014-9699**".

The Contractor shall possess a Class "A" license at the time this contract is awarded.

Bidder's attention is directed to requirements in Sections 2 and 3 of the Standard Specifications General Provisions.

All bids shall be accompanied by a cashier's or certified check, or a bidder's bond executed by a corporate surety insurer. The bidder's guarantee shall be in the amount equal to at least ten (10) percent of the total bid and shall be made payable to the City of Lafayette. The successful bidder shall furnish a payment bond and a performance bond.

The Owner reserves the right to waive any informalities or to reject any or all bids.

The City of Lafayette affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

The DBE Contract goal is **10 percent**.

The City Council has ascertained the General Prevailing Rates of Wages and Federal Minimum Wage Rates applicable to this work, and these rates are on file in the office of the City of Lafayette Engineering Services Division.

Time of completion allowed for this project will be **forty (40) working days**. Bidder's attention is directed to the order of work stated in Section 5 of the Special Provisions.

Questions regarding the project Plans or Specifications may be directed to Matt Luttrupp, City Engineer's Office, (925) 284-1951.

The plan holders list, as well as the City Standard Specifications, the Project Special Provisions and the General Prevailing Rates of Wages applicable to this work may be downloaded free of charge from the City of Lafayette web page at <http://www.ci.lafayette.ca.us> (click on Capital Improvement Projects under the Public Works & Construction link on the homepage). Or you may contact the Engineering Secretary at (925) 299-3217.

CITY OF LAFAYETTE

Date: 5/7/14

By: 
Tony Coe, City Engineer

Bid Proposal

**CITY OF LAFAYETTE
CALIFORNIA**

BID PROPOSAL

**MOUNT DIABLO BOULEVARD WEST END PAVEMENT PRESERVATION
PROJECT
PROJECT NO. 014-9699**

TO THE CITY COUNCIL OF THE CITY OF LAFAYETTE:

In compliance with the annexed notice inviting sealed proposals, the undersigned bidder hereby proposes and agrees to perform the work therein described and to furnish all labor, materials and equipment necessary therefor, in accordance with the Plans and Specifications therefor, and further agrees to enter into a contract therefor, at the following prices:

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
-----------------	-------------------------	---------------------------	-------------	-------------------	--------------

(SEE ATTACHED BID SCHEDULE)

- NOTES:
- All unit prices shall be considered the prices for providing a complete, in-place facility.
 - In the event of a discrepancy between the unit price and item total on the bid Schedule, the unit price shall be used.

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Bidder acknowledges the receipt of the following addenda to the drawings and specifications.

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

o o o

MOUNT DIABLO BOULEVARD WEST END PAVEMENT PRESERVATION PROJECT
PROJECT NUMBER 014-9699
FED AID NUMBER STPL 5404(025)

BID SCHEDULE

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization (SP-12)	1	LS		
2	Project Identification Signs (SP-12)	5	EA		
3	NIC	0			
4	Construction Area Signs (SP-13)	18	EA		
5	Traffic Control (SP-14)	1	LS		
6	Remove Concrete Curb (SP-17)	75	LF		
7	Remove Concrete Curb and Gutter (SP-17)	250	LF		
8	Remove Concrete Sidewalk, Driveway and Curb Ramp (SP-17)	2159	SF		
9	Remove and Salvage Existing Brick Paver Sidewalk (SP-17)	376	SF		
10	Remove Asphalt Berm (SP-17)	30	LF		
11	Remove Existing Pavement Markers and Thermoplastic Stripes and Legends (SP-17)	1	LS		
12	Concrete Curb (Support and Flush) (SP-24)	89	LF		
13	Concrete Curb and Gutter (SP-24)	428	LF		
14	Concrete Sidewalk or Driveway (SP-24)	2994	SF		
15	Install Brick Paver Sidewalk and Accent Pavers (SP-30)	269	SF		
16	Reset Existing Brick Paver Sidewalk (SP-30)	271	SF		
17	Concrete Curb Ramp with Detectable Domes (SP-24)	257	SF		
18	Glue Down Detectable Curb Ramp Domes (SP-24)	2	EA		
19	Pavement Repair (6-Inch) (SP-19)	16488	SF		
20	Remove and Replace Asphalt Confrom Paving (SP-19)	1263	SF		
21	Skin Patch (SP-19)	2400	SF		
22	Feather Conform Paving (SP-19)	97	SF		
23	Crack Seal (SP-20)	1	Day		
24	AC Berm (SP-19)	30	LF		
25	Type II Micro-Surfacing (SP-23)	31500	SY		
26	Rubberized Chip Seal (SP-22)	30867	SY		
27	Video Image Vehicle Detection System at Village Center and Mount Diablo Boulevard (SP-34)	1	EA		
28	Video Image Vehicle Detection System at Dolores Drive and Mount Daiblo Boulevard (SP-34)	1	EA		
29	Rectangular Rapid Flashing Beacon Crosswalk Warning System (SP-35)	1	EA		

MOUNT DIABLO BOULEVARD WEST END PAVEMENT PRESERVATION PROJECT
PROJECT NUMBER 014-9699
FED AID NUMBER STPL 5404(025)

BID SCHEDULE

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
30	Temporary Pavement Delineation (SP-25)	1	LS		
31	Detail 10 - Lane Line (SP-26)	8430	LF		
32	Detail 22 - Centerline (SP-26)	696	LF		
33	Detail 30 - Double Yellow Median (SP-26)	645	LF		
34	Detail 33 - Double Yellow Two Way Turn Median (SP-26)	1382	LF		
35	Detail 38 - Chanelizing Line (SP-26)	520	LF		
36	Detail 39 - Bike Lane Line (SP-26)	8002	LF		
37	Dtail 39A - Dashed Bike Lane Line (SP-26)	245	LF		
38	12-Inch Thermoplastic Stripe (SP-26)	611	LF		
39	Thermoplastic Pavement Legends and Markings (SP-26)	693	SF		
40	Remove and Reinstall Existing Sign and Post (SP-31)	2	EA		
41	Painted Curb (Red or Yellow) (SP-26)	749	LF		
42	Two-Way Reflective Pavement Markers (Blue) (SP-26)	4	EA		
43	Decomposed Granite Tree Well Backfill (2" Typical) (SP-36)	240	SF		
44	Split Rail Fence (SP-36)	520	LF		
	TOTAL BASE BID				

Bid Proposal

Bidder agrees that in case of default in executing and returning the required contract and bonds within ten (10) calendar days after having received the contract, proceeds of the guarantee accompanying his bid will become the property of the City of Lafayette.

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In conformance with Subsection 2-13 "Listing of Proposed Subcontractors" of the Standard Specifications, the Contractor shall completely fill out the "Bidder's List of Subcontractors (DBE and Non-DBE) – Part I" form.

In compliance with Title 49, Section 26 of the Code of Federal Regulations, the Contractor shall completely fill out the "Bidder's List of Subcontractors (DBE and Non-DBE)—Part II" form.

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Bidder certifies that he is licensed in accordance with an act providing for the registration of Contractors as follows:

License No. _____ Class _____

o o o

Bidder certifies that he has not, nor have any of his or its agents, officers, representatives, or employees, been guilty of collusion with any officer or representative of the City of Lafayette or with any other party or parties in the submission of this proposal; nor has said bidder received any preferential treatment by any officer or employee of the City of Lafayette in the matter of making or submitting this proposal. The undersigned declares under penalty of perjury that the foregoing is true and correct.

o o o

Bidder certifies, under penalty of perjury under the laws of the State of California, that the following questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). Bidder further certifies, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

o o o

Bidder certifies that there will be no discrimination in employment with regard to race, color, religion, sex, sexual orientation, or national origin; that all Federal, State, and local directives and executive orders regarding nondiscrimination in employment will be complied with and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

Bid Proposal

All bidders that have not had a contract with the City of Lafayette during the past three (3) years shall list below previous jobs that they have successfully completed and shall also show the amount of the contract therefor.

Name and Address of Agency or Individual for Whom Work was Done	Phone Number	Date Completed	Contract Price
1.			
2.			
3.			
4.			
5.			
6.			

EXHIBIT 12B - BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP		Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name		Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address			<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State Zip		Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
			<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
			<input type="checkbox"/> > \$15 million		
Name		Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address			<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State Zip		Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
			<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
			<input type="checkbox"/> > \$15 million		
Name		Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address			<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State Zip		Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
			<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
			<input type="checkbox"/> > \$15 million		
Name		Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address			<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State Zip		Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
			<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
			<input type="checkbox"/> > \$15 million		

Distribution: 1) Original - Local Agency File

EXHIBIT 12B - BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State Zip	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State Zip	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State Zip	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State Zip	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State Zip	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million		

Distribution: 1) Original - Local Agency File

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Bid Proposal

EXHIBIT 15-G LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM				
LOCAL AGENCY: _____		LOCATION: _____		
PROJECT DESCRIPTION: _____				
TOTAL CONTRACT AMOUNT: \$ _____				
BID DATE: _____				
BIDDER'S NAME: _____				
CONTRACT DBE GOAL: _____				
CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED (or contracted if the bidder is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE
For Local Agency to Complete: Local Agency Contract Number: _____ Federal-aid Project Number: _____ Federal Share: _____ Contract Award Date: _____ Local Agency certifies that all DBE certifications have been verified and information is complete and accurate. Print Name _____ Signature _____ Date _____ Local Agency Representative (Area Code) Telephone Number: _____			Total Claimed DBE Participation \$ _____ % Signature of Bidder _____ Date _____ (Area Code) Tel. No. _____	
			Local Agency Bidder DBE Commitment (Construction Contracts) (Rev 6/26/09)	

Distribution: (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract execution. Failure to send a copy to the DLAE within 30 days of contract execution may result in de-obligation of funds for this project.
(2) Copy – Include in award package to Caltrans District Local Assistance
(3) Original – Local agency files

**INSTRUCTIONS - LOCAL AGENCY BIDDER
DBE COMMITMENT (CONSTRUCTION CONTRACTS)**

ALL BIDDERS:

PLEASE NOTE: This information may be submitted with your bid. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in the Special Provisions. Failure to submit the required DBE commitment will be grounds for finding the bid nonresponsive

The form requires specific information regarding the construction contract: Local Agency, Location, Project Description, Total Contract Amount, Bid Date, Bidder's Name, and Contract DBE Goal.

The form has a column for the Contract Item Number and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. Prime contractors shall indicate all work to be performed by DBEs including, if the prime is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the Contractor and expiration date. Enter the DBE prime's and subcontractors' certification numbers. The form has a column for the Names of DBE contractors to perform the work (who must be certified on the date bids are opened and include the DBE address and phone number).

IMPORTANT: Identify all DBE firms participating in the project regardless of tier. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the DBE participation dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts), to determine how to count the participation of DBE firms.

Exhibit 15-G must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Local Agency Contract Award, Federal-aid Project Number, Federal Share, Contract Award Date fields and verify that all information is complete and accurate before signing and filing.

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS
DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. STPL 5404(025) Bid Opening Date June 10, 2014

The City of Lafayette established a Disadvantaged Business Enterprise (DBE) goal of 10% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder DBE Commitment” form indicates that the bidder has met the DBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DEBs Solicited	Date of Initial Solicitation	Follow up Methods and Dates

Bid Proposal

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage of Contract

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has , has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes No

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Noncollusion Affidavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF LAFAYETTE
ENGINEERING DIVISION

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Bid Proposal

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p style="text-align: right;">For Material Change Only: year ____ quarter ____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p>Congressional District, if known _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
<p>(attach Continuation Sheet(s) if necessary)</p>		
<p>11. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>		
<p>15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
		<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL rev 09-12-97</p>

**INSTRUCTIONS FOR COMPLETION OF SF-LLL
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF

Bid Proposal

PROPOSAL GUARANTEE

BID BOND

**MOUNT DIABLO BOULEVARD WEST END PAVEMENT PRESERVATION
PROJECT
PROJECT NO. 014-9699**

KNOW ALL PERSONS BY THESE PRESENTS that _____, as BIDDER, and _____, as SURETY, are held and firmly bound unto City of Lafayette, as Owner, in the penal sum of _____ dollars (\$) which is ten percent of the total amount bid by BIDDER to Owner for the above stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to Owner for the above stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of Owner.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 2014.

BIDDER _____

SURETY _____

Subscribed and sworn to this ____ day of _____, 2014.

NOTARY PUBLIC _____

Bid Proposal

PROPOSAL SIGNATURE SHEET

The completed proposal submitted herewith includes all sheets numbered "P-1 through P-21" at the bottom. The following required attachments have been executed and are included:

- a. Bid Proposal (with Addenda acknowledgement)
- b. Bid Schedule
- c. Bidder's List of Subcontractors (DBE and Non-DBE)-Part I
- d. Bidder's List of Subcontractors (DBE and Non-DBE)-Part II
- e. Equal Employment Opportunity Certification
- f. Local Agency Bidder DBE Commitment Exhibit 15-G
- g. DBE Information-Good Faith Efforts Exhibit 15-H
- h. Public Contract Code Statement
- i. Public Contract Code Questionnaire and Statement
- j. Affidavit of Non-Collusion with Notarized Signature
- k. Debarment and Suspension Certification
- l. Non-Lobbying Certification for Federal Aid contracts
- m. Disclosure of Lobbying Activities
- n. Proposal Guarantee "Bid Bond" with Notarized Signatures
- o. Proposal Signature Sheet

Legal Name of Firm: _____

Business Address: _____

Telephone Number: () _____

Type of Organization: () Individual () Partnership () Corporation

Joint Venture Proposal?: () Yes () No

Authorized Signature: _____

Name: _____

Position: _____

Date of Execution: _____

For a partnership, name all co-partners below,
For a corporation, name president, secretary, treasurer and manager.

NAME	TITLE
_____	_____
_____	_____
_____	_____
_____	_____

Corporate Seal:

CITY OF LAFAYETTE
CONTRACT AGREEMENT
FOR
CONSTRUCTION

THIS AGREEMENT is made and entered into as of _____, 2014, by and between the CITY OF LAFAYETTE ("City") and _____ ("Contractor").

RECITALS

- A. City desires to retain the services of Contractor to provide services for Construction of **Mount Diablo Boulevard West End Pavement Preservation Project, Project No. 014-9699**, including, but not limited to: mobilization; traffic control and construction signage; potholing utilities; tree protection; removal and disposal of traffic striping, markers and markings, asphalt concrete pavement and subgrade, concrete curb ramp, curb, gutter, sidewalk, driveways; construction and installation of paver sidewalk, concrete curb ramp, curb, gutter, sidewalk, driveways, asphalt concrete pavement repairs, crack seal, rubberized chip seal, micro-surfacing, video detection system at signalized intersection, rapid flash beacon system, traffic stripes, markers, and markings; and all other work as shown on the Plans and as described in the Specifications to provide a complete project.
- B. Contractor has represented to City that it has the expertise, experience and qualifications to perform the services described in Paragraph A, above, and those services which are more fully described below.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth below, City and Contractor agree as follow:

1. Contract Documents. The contract documents for the aforesaid project shall consist of the Notice to Contractors, Bid Proposal, General Provisions, Technical Provisions, Special Provisions including appendices, Design Drawings, and all referenced specifications, details, standard drawings, and their appendices; together with this Contract Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.
2. Services. For and in consideration of the payments and agreements to be made and performed by City, Contractor agrees to furnish all materials and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents. Contractor agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this contract shall not be valid or binding. Any modification of this contract will be effective only if signed by the party to be charged.

- 13. Claims Procedure. In the event of a dispute between the parties regarding a) a time extension demand, b) payment arising for work performed by or on behalf of the contractor which is not otherwise expressly provided for, or c) an amount the payment of which is disputed by the City, the procedure in Section 10 of the City of Lafayette Standard Specifications shall be used.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this ____ day of _____ 2014.

Contractor:

<Type Business Name Here>

Name: _____

Title: _____

Contractor's License No. _____

Agency Business License No. _____

Federal Tax Identification No. _____

[Contractor's signature(s) must be notarized. Attach Notary Acknowledgment to this document.]



Agency:

City Manager of the City of Lafayette

Attested:

City Clerk of the City of Lafayette

Date: _____

PAYMENT BOND

(TO BE EXECUTED WITHIN TEN [10] CALENDAR DAYS OF CONTRACT AWARD)

WHEREAS, the City of Lafayette (Owner) has awarded to _____, as Contractor, a contract for the work described as follows: for Construction of **Mount Diablo Boulevard West End Pavement Preservation Project, Project No. 014-9699**, including, but not limited to: mobilization; traffic control and construction signage; potholing utilities; tree protection; removal and disposal of traffic striping, markers and markings, asphalt concrete pavement and subgrade, concrete curb ramp, curb, gutter, sidewalk, driveways; construction and installation of paver sidewalk, concrete curb ramp, curb, gutter, sidewalk, driveways, asphalt concrete pavement repairs, crack seal, rubberized chip seal, micro-surfacing, video detection system at signalized intersection, rapid flash beacon system, traffic stripes, markers, and markings; and all other work as shown on the Plans and as described in the Specifications to provide a complete project.

AND WHEREAS, said Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materials persons, and other persons as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and surety, are held firmly bound unto the Owner in the sum of _____ Dollars (\$ _____), for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if said Contractor, its heirs, executors, administrators, successors, or assigns, or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3282, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in any amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to the Owner in an amount to be fixed by the court.

This bond shall insure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this ____ day of _____, 2014.

CONTRACTOR: _____	SURETY _____
Print Name: _____	NAME _____
Title: _____	ADDRESS _____
	TELEPHONE _____

PERFORMANCE BOND

(TO BE EXECUTED WITHIN TEN [10] CALENDAR DAYS OF CONTRACT AWARD)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Lafayette (Owner) has awarded to _____, as Contractor, a contract for the work described as follows: for Construction of **Mount Diablo Boulevard West End Pavement Preservation Project, Project No. 014-9699**, including, but not limited to: mobilization; traffic control and construction signage; potholing utilities; tree protection; removal and disposal of traffic striping, markers and markings, asphalt concrete pavement and subgrade, concrete curb ramp, curb, gutter, sidewalk, driveways; construction and installation of paver sidewalk, concrete curb ramp, curb, gutter, sidewalk, driveways, asphalt concrete pavement repairs, crack seal, rubberized chip seal, micro-surfacing, video detection system at signalized intersection, rapid flash beacon system, traffic stripes, markers, and markings; and all other work as shown on the Plans and as described in the Specifications to provide a complete project.

AS WHEREAS, the Contractor is required to furnish a bond in connection with said contract guaranteeing the faithful performance thereof;

NOW, THEREFORE, we, the undersigned Contractor and surety, are held firmly bound unto the Owner in the sum of _____ Dollars (\$ _____), to be paid to the Owner, its successors and assigns, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if said Contractor, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in the foregoing contract and any alteration thereof made as therein provided on its or their part to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Owner, its officers, and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to the Owner in an amount to be fixed by the court. Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration, or addition to said contract, and of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligations on or under this bond; and said surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract, and of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligations on or under this bond; and said surety does hereby waive notice of any such amendment, change extension of time, alteration, or addition to said contract, and of any feature or item or items of performance required therein or thereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this ____ day of _____, 2014.

CONTRACTOR: _____	SURETY _____
Print Name: _____	NAME _____
Title: _____	ADDRESS _____
	TELEPHONE _____

**CITY OF LAFAYETTE
SPECIAL PROVISIONS**

GENERAL

The work to be done under this contract, except as modified or supplemented herein, shall conform to the following:

- The City of Lafayette General Provisions of the Standard Specifications dated **March 2013**, herein referred to as the “General Provisions of the Standard Specifications,” or “General Provisions.”
- The City of Lafayette Technical Provisions of the Standard Specifications dated **March 2013**, herein referred to as the “Technical Provisions of the Standard Specifications,” or “Technical Provisions.”

Where specifically referred to, the work shall also conform to the following:

- The State of California Department of Transportation (Caltrans) Standard Specifications, For Construction of Local Streets and Roads, dated 2010, herein referred to as the “State Specifications” or “State Standard Specifications”.
- The State of California Department of Transportation (Caltrans) Standard Plans, dated 2010, herein referred to as the “State Standard Plans”.
- The Contra Costa County Public Works Department Standard Plans, most current edition, herein referred to as the “County Standard Plans”.

These Special Provisions are additions, modifications, or clarifications to the City of Lafayette Standard Specifications. These Special Provisions supersede all sections of the Standard Specifications where there is a conflict.

Refer to Section 5-4, “Precedence of Contract Documents”, of the General Provisions of the Standard Specifications for the order of precedence of contract documents.

SPECIAL PROVISIONS SECTION SP-1

TERMS, DEFINITIONS AND ABBREVIATIONS

(NO BID ITEM)

The provisions of Section 1, “Terms, Definitions and Abbreviations”, of the General Provisions of the Standard Specifications, shall apply in their entirety.

SPECIAL PROVISIONS SECTION SP-2

BID PROPOSAL REQUIREMENTS

(NO BID ITEM)

SP2-01 GENERAL

The provisions of Section 2, “Bid Proposal Requirements”, of the General Provisions of the Standard Specifications shall apply in their entirety.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Bid Proposal. Signing the Bid Proposal shall also constitute signature of the Noncollusion Affidavit.

Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in its termination or such other remedy as City deems appropriate. Each subcontract signed by the Bidder or Contractor must include this assurance.

SP2-02 FEDERAL LOBBYING RESTRICTIONS

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

SP2-03 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

This project is subject to Title 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Contractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, City has included a goal for DBEs. Contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers. Contractor shall meet the DBE goal shown elsewhere in these Special Provisions or demonstrate that he has made adequate good-faith efforts to meet this goal.

It is Contractor's responsibility to verify that the DBE firm is certified as DBE on the date of bid opening. For a list of DBEs certified by the California Unified Certification Program, Contractor may review: http://www.dot.ca.gov/hq/bep/find_certified.htm.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies purchased by Contractor from DBEs counts towards the goal in the following manner:

- 100 percent credit if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent credit if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

Contractor shall receive credit towards the goal if he employs a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

A. DBE Commitment Submittal

Contractor shall submit Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid Proposal. If the form is not intended to be submitted with the Bid, it shall be removed from the Bid Proposal before submitting Bid.

If the DBE Commitment form is not submitted with the Bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to City, to be received no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the City requests it. If requested, a bidder shall submit the completed form within 4 business days of the request.

Contractor shall submit written confirmation from each DBE firm stating that it is participating in the contract, and include said confirmation with the DBE Commitment form. A copy of a DBE firm's quote may serve as written confirmation that the DBE is participating in the contract. DBE firms participating as a joint venture partner are encouraged to submit a copy of the joint venture agreement.

Contractor's failure to submit the DBE Commitment form within the specified time shall constitute sufficient ground for City to find his bid nonresponsive.

B. Good Faith Efforts Submittal

If Contractor has not met the DBE goal, he shall complete and submit the DBE Information - Good Faith Efforts form, Exhibit 15-H, with the Bid showing that he has made adequate good-faith efforts to meet the goal. Only good-faith efforts directed towards obtaining participation by DBE firms will be considered. If good-faith efforts documentation is not submitted with the Bid, it must be received by the City no later than 4:00 p.m. on the 4th business day after bid opening.

Even if Contractor's DBE Commitment form shows that he has met the DBE goal, or if Contractor has been required to submit the DBE Commitment form for any reason, he must also submit good-faith efforts documentation within the specified time to protect his eligibility for award of the contract in the event that City finds that the DBE goal has not been met.

Good-faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work that have been made available to DBE firms- Contractor shall identify those items of work that might otherwise be performed with his own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is Contractor's responsibility to demonstrate that sufficient work to meet the goal has been made available to DBE firms.
2. Names of certified DBE firms and dates on which they are solicited to bid on the project- Contractor shall include the items of work offered, and describe the methods used for following up initial solicitations to determine with certainty if the DBE firms are interested, and the dates of said follow-up. Contractor shall attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. Contractor shall solicit certified DBE firms through all reasonable and available means and provide sufficient time to allow DBE firms to respond.

3. Name of selected firm and its status as a DBE for each item of work made available- Contractor shall include name, address, and telephone number of each DBE firm that has provided a quote and the quoted price. If the firm selected for the item is not a DBE, Contractor shall provide the reasons for the selection.
4. Name and date of each publication in which Contractor has requested DBE participation for the project, including copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms- If the agencies were contacted in writing, Contractor shall provide copies of supporting documents.
6. List of efforts made to provide interested DBE firms with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation- If Contractor has provided information, he shall identify the name of the DBE firm assisted, the nature of the information provided, and date of contact, and copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBE firms in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate- If Contractor has provided such assistance, he shall identify the name of the DBE assisted, nature of the assistance offered, and date assistance provided, and copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good-faith efforts.

City may comparatively consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder has made good-faith efforts to meet the DBE goal.

C. Subcontractor and Disadvantaged Business Enterprise Records

Contractor shall use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, unless he receives authorization for a substitution.

Contractor shall:

1. Notify the Engineer of any changes to its anticipated DBE participation;
2. Provide this notification before starting the affected work;
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier;
 - Date of payment and total amount paid to each business.

Before the 15th of each month, Contractor shall submit a Monthly DBE Trucking Verification form.

DBE contractors shall log the dates of work performed and the corresponding value of the work.

If a DBE firm is decertified before completing its work under Contract, it must notify Contractor in writing of the decertification date. If a business becomes a certified DBE firm before completing

its work under Contract, it must notify Contractor in writing of the certification date. Contractor shall submit the notifications to City. On work completion, Contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change form, Exhibit 17-O, and submit to City within 30 days of Contract Acceptance.

Upon work completion, Contractor shall complete Exhibit 17-F, *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*, and submit to City within 90 days of Contract Acceptance. City shall withhold \$10,000 as part of retention of contract payment until the form is submitted.

D. Performance of Disadvantaged Business Enterprises

DBE firms must perform work or supply materials as listed in the Exhibit 15-G, *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid. Contractor shall not terminate or substitute a listed DBE for convenience and perform the work with other forces or obtain materials from other sources without authorization from City.

City may authorize a request to use other forces or sources of materials, if Contractor shows any of the following justifications:

1. Listed DBE firm fails or refuses to execute a written contract based on plans and specifications for the project.
2. Contractor has stipulated that a bond is a condition of executing the subcontract, and the listed DBE firm fails to meet your bond requirements.
3. Work requires a contractor's license, and listed DBE firm does not have a valid license under Contractors License Law.
4. Listed DBE firm fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE firm's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE firm is ineligible to work on the project because of suspension or debarment.
7. Listed DBE firm becomes bankrupt or insolvent.
8. Listed DBE firm voluntarily withdraws from the Contract by written notice.
9. Listed DBE firm is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled, resulting in the inability of the firm to perform the work on the Contract.
11. Other documented good cause as determined by City.

Contractor shall notify the original DBE firm of intent to use other forces or material sources and provide the reasons for intent. Contractor shall allow the DBE firm five (5) days to respond to the notice and advise any reasons why the use of other forces or sources of materials should not occur. Contractor's request to City to use other forces or material sources must include:

1. One or more of the reasons listed above
2. Notices from Contractor to DBE firm regarding the request
3. Responses from the DBE to Contractor regarding the request

If a listed DBE firm is terminated or substituted, Contractor must make good-faith efforts to find a substitution DBE firm. The substitute DBE firm must perform at least the same amount of work as the original one under the contract to the extent needed to meet the DBE goal.

The substitute DBE firm must be certified as such at the time of request for substitution.

Unless City has authorized either- (1) a request to use other forces or sources of materials, or (2) a good-faith effort for a substitution of a terminated DBE firm; City shall not pay for any work listed on the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, unless said work is performed or supplied by the listed DBE firm or an authorized substitute.

SP2-04 BID RIGGING

The U.S. Department of Transportation (DOT) provides a toll-free hotline, (800) 424-9071, to report bid rigging activities. The hotline number is. The service is available 24 hours a day, 7 days a week, and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. Anyone may Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities.

SPECIAL PROVISIONS SECTION SP-3

AWARD AND EXECUTION OF CONTRACT

(NO BID ITEM)

The provisions of Section 3, "Award and Execution of Contract", of the General Provisions of the Standard Specifications shall apply in their entirety and as supplemented herein.

In determining whether a bidder is "responsible" for purposes of the contract award, the City may consider information regarding the bidder's performance on projects for other public agencies as well as other information relevant to "responsibility" as defined in Public Contract Code Section 1103.

SP3-01 PAYMENT

Full compensation for furnishing "Performance, Labor, and Materials Bonds" shall be considered as included in the lump sum price paid for "Mobilization" and no additional compensation shall be allowed therefor, even if the final Contract Price is increased up to 25% of the original base bid price.

SPECIAL PROVISIONS SECTION SP-4

PLANS AND SPECIFICATIONS (GENERAL)

(NO BID ITEM)

The provisions of Section 4, "Plans and Specifications (General)", of the General Provisions of the Standard Specifications shall apply in their entirety and as supplemented herein.

SP4-01 SCOPE OF WORK

The work to be performed under this contract including, but not limited to: mobilization; traffic control and construction signage; potholing utilities; tree protection; removal and disposal of traffic striping, markers and markings, asphalt concrete pavement and subgrade, concrete curb ramp, curb, gutter, sidewalk, driveways; construction and installation of paver sidewalk, concrete curb ramp, curb, gutter, sidewalk, driveways, asphalt concrete pavement repairs, crack seal, rubberized chip seal, micro-

surfacing, video detection system at signalized intersection, rapid flash beacon system, traffic stripes, markers, and markings; and all other work as shown on the Plans and as described in the Specifications to provide a complete project.

SPECIAL PROVISIONS SECTION SP-5
CONTROL OF WORK AND MATERIALS
(NO BID ITEM)

The provisions of Section 5, "Control of Work and Materials", of the General Provisions of the Standard Specifications shall apply in their entirety and as supplemented herein.

SP5-01 SUBMITTALS

At minimum, the Contractor shall provide the following submittals to the Engineer:

- 1) Water Pollution Control Plan
- 2) Waste Management Plan
- 3) Traffic Control Plan and certification of "Qualified Personnel"
- 4) Material source for asphalt concrete and aggregate base
- 5) Chip seal and micro-surfacing mix designs and certification of compliance
- 6) Rubberized chip seal and micro-surfacing aggregate
- 7) Rubberized chip seal binder
- 8) Equipment calibration documentation for chip and micro-surfacing equipment
- 9) Crack sealant material
- 10) Asphalt concrete mix design
- 11) Portland cement concrete mix designs for various items
- 12) Pavement markers
- 13) Thermoplastic striping material
- 14) Detectable warning surfaces
- 15) Brick pavers
- 16) Split Rail Fence Materials
- 17) Rectangular Rapid –Flash Beacon System
- 18) Video Image Detection System for Signalized Intersections
- 19) Additional submittals as noted in each section of these Special Provisions

SP5-02 ORDER OF WORK

Unless otherwise directed by the Engineer, the following major items of work shall be performed in the following order.

- 1) Notify Underground Service Alert (USA) to have utilities marked.
- 2) Install construction area signs, and project identification signs.

- 3) Install water pollution control measures.
- 4) Install tree protection.
- 5) Submit waste management plan prior to commencing any demolition work.
- 6) Perform utility potholing work to confirm depths of existing utility lines. No additional excavation work will be permitted until Contractor's Utility Pothole Log (Appendix B) is submitted to the Engineer.
- 7) Reference valve frames, storm drain and sewer manhole frames to new grade. Coordinate relocations and adjustments with various utilities.
- 8) Saw cut and perform concrete and asphalt concrete removals associated with the installation of concrete and paver improvements.
- 9) Install concrete curb, gutter, sidewalk, ramps and paver sidewalks.
- 10) Install video detection system at signalized intersections.
- 11) Install crosswalk warning system
- 12) Perform pavement repairs
- 13) Construct conform pavement.
- 14) Remove existing pavement markers, markings and striping
- 15) Perform crack sealing
- 16) Install chip seal
- 17) Install micro-surfacing
- 18) Install traffic stripes markers and markings.
- 19) Complete final punch list and clean up.
- 20) Remove tree protection, construction area signs and project identification signs.
- 21) Submit completed waste assessment summary report form.
- 22) Submit as-built plans.

SP5-03 REUSE AND RECYCLING REQUIREMENTS

Assessment and report forms referenced in Section 5-19 of the General Provisions are found in **Appendix A** of these Special Provisions.

SP5-04 PAYMENT

No separate payment will be made for conforming to the provisions of this section. Full compensation for conforming to all the provisions of this section shall be considered as included in the prices paid for various contract items of work and no additional compensation shall be allowed therefor.

SPECIAL PROVISIONS SECTION SP-6
LEGAL RELATIONS AND RESPONSIBILITIES
(NO BID ITEM)

The provisions of Section 6, "Legal Relations and Responsibilities", of the General Provisions of the Standard Specifications shall apply in their entirety and as supplemented herein, and in other related sections of these Special Provisions.

SP6-01 CONTRACTOR'S LICENSING LAWS

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code Section 10164).

SP6-02 RESIDENT NOTIFICATIONS

The City of Lafayette will mail the Resident Notice found in **Appendix D** of these Special Provisions a minimum of two weeks in advance of the start of work. The Contractor shall provide the Engineer with the start of work date at the pre-construction meeting. The City will mail this notice at no cost to the Contractor.

Notices for driveway closures must be issued each time driveway access is restricted and must indicate the specific date and time of the anticipated restricted access.

SP6-03 PAYMENT

No separate payment will be made for conforming to the provisions of this section. Full compensation for conforming to all the provisions of this section, including rain protection, shall be considered as included in the prices paid for various contract items of work and no additional compensation shall be allowed therefor.

SPECIAL PROVISIONS SECTION SP-7

EXISTING UTILITIES

(NO BID ITEM)

The provisions of Section 7, "Existing Utilities", of the General Provisions of the Standard Specifications shall apply in their entirety and as supplemented herein.

Unless a separate contract item is specified in the Bid Schedule, no separate payment shall be made for conforming to the provisions of this section. Full compensation for conforming to all the provisions of this section shall be considered as included in the prices paid for various contract items of work and no additional compensation shall be allowed therefor.

SPECIAL PROVISIONS SECTION SP-8

PROGRESS OF WORK

(NO BID ITEM)

The provisions of Section 8, "Progress of Work", of the General Provisions of the Standard Specifications shall apply in their entirety and as supplemented herein.

SP8-01 PRE-CONSTRUCTION MEETING

A pre-construction meeting for this project will be held on Tuesday, June 24 at 11:00 am at the City Offices. The Contractor shall submit all required bonds, insurance, and signed contracts prior to this meeting. The Notice to Proceed will be issued to the Contractor at the pre-construction meeting.

At the pre-construction meeting, representatives of the Contractor, Subcontractors, and the Engineer will discuss in detail certain procedural aspects of the Work, including, but not limited to:

- Administrative procedures for transmittals, approvals, change orders, and similar items;
- Review of the method of application for payment, progress payments, retention; and final payment;
- Review of the Contractor's construction progress schedule;
- Clarifications of any questions regarding the contract Plans and Special Provisions;
- Review of traffic control procedures;
- At the preconstruction meeting the Contractor shall provide a traffic control plan.

SP8-02 PROGRESS SCHEDULE

The Contractor shall submit the construction progress schedule to the Engineer at the pre-construction meeting. Contractor shall also submit an updated schedule each week during construction on or before Friday morning or as requested by the Engineer as the work progresses as stated in Section 8-2, "Progress Schedule", of the General Provisions of the Standard Specifications.

Attention is directed to Section SP5-02, "Order of Work", of these Special Provisions. Each schedule shall specifically note the timeframe and work to be performed by all subcontractors. Subcontractors shall receive all updated schedules so they can plan an appropriate work force to meet the prime Contractor's timeframe.

SP8-03 WORKING HOURS AND SITE ACCESS

Without prior written approval by the Engineer, and except for emergency work, work or activity of any kind shall be limited to the hours from 8:00 a.m. to 4:30 p.m. Monday through Friday. The Contractor's attention is directed to Section SP14-04, "Lane Closure Hours", of these Special Provisions.

The Contractor shall provide for continuous unobstructed path of ingress and egress to all public and private properties within and adjacent to the area of work, and unobstructed ingress and egress to businesses in the area of work during normal hours of their operation. Access shall be ADA compliant. When the construction activity has a direct impact on the business access, contractor shall coordinate his/her work with the businesses' operating hours to minimize the impact. Any special arrangements shall be approved by the Engineer.

SP8-04 TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall complete the entire work in this contract within **forty (40)** working days from the original start date including completion of all "Punch List" work. The Contractor's attention is directed to Section 8-10, "Liquidated Damages", of the General Provisions of the Standard Specifications. Liquidated damages shall be assessed per said Section 8-10.

The count of working days for this project will start no later than Monday, July 7, 2014.

SP8-05 STATE/FEDERAL-MANDATED CHANGED CONDITION CLAUSES

A. Differing site conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract, or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and

generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

2. Upon written notification, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

B. Suspensions of work ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry), and Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, Contractor shall submit to the Engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the Engineer will evaluate Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of Contractor, its suppliers, or subcontractors at any approved tier, the Engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the Engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless Contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant changes in the character of work

1. Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and Contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the Engineer may determine to be fair and equitable.

3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the Contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - a) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - b) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

SP8-06 PAYMENT

No separate payment will be made for conforming to the provisions of this section. Full compensation for conforming to all the provisions of this section shall be considered as included in the prices paid for various contract items of work and no additional compensation shall be allowed therefor.

SPECIAL PROVISIONS SECTION SP-9

MEASUREMENT AND PAYMENT

(NO BID ITEM)

The provisions of Section 9, "Measurement and Payment", of the General Provisions of the Standard Specifications shall apply in their entirety except as noted in Section SP8-05 Contract Changes, Change Orders and Extra Work" and as supplemented herein.

No separate payment will be made for conforming to the provisions of this section. Full compensation for conforming to all the provisions of this section shall be considered as included in the prices paid for various contract items of work and no additional compensation shall be allowed therefor.

SPECIAL PROVISIONS SECTION SP-10

NOT USED

SPECIAL PROVISIONS SECTION SP-11

MISCELLANEOUS

(NO BID ITEMS)

SP11-01 LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM

(GOV. CODE, SECTION 12990)

Contractor's attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.02I(2), "Nondiscrimination," of the State Specifications, which is applicable to all nonexempt state contracts

and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all state construction contracts and subcontracts of \$5,000 or more.

SP11-02 STATE PREVAILING WAGE AND FEDERAL MINIMUM WAGE RATES.

Attention is directed to Section 6-3.3, "Prevailing Wage," of the General Provisions of the Standard Specifications.

Attention is directed to the Federal minimum wage rate requirements in Appendix F of these Special Provisions. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and 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 shall pay not less than the higher wage rate. City will not allow lower State wage rates specifically included in the Federal minimum wage determinations. This includes "helper" (or classifications based on hours of experience) or any other classifications 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 shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

State of California Prevailing Wage Rates as well as the Federal Minimum Wage Rates may be found on the City of Lafayette website <http://www.ci.lafayette.ca.us> (click on Public Works and Construction under Quick Links sidebar on the homepage, followed by the Project Bidding link)

SP11-03 BUY AMERICA REQUIREMENTS

Furnish steel and iron materials to be incorporated into the work with certificates of compliance. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

SP11-04 QUALITY ASSURANCE

The City's Quality Assurance Program (QAP) requirements are attached in **Exhibit G**. The testing outlined in the QAP will be the minimum level of testing to ensure the materials delivered and produced comply with the Contract. Contractor may examine the records and reports of test that the City performs. Contractor shall schedule work to comply with the requirements of the City's QAP.

SP11-05 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The City shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the City, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies

withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the City. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the City's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

SPECIAL PROVISIONS SECTION SP-12

MOBILIZATION

(BID ITEM NOS. 1 and 2)

The provisions of Section 1, "Mobilization", of the Technical Provisions and Section 6-21, "Environmental Responsibilities" of the General Provisions of the Standard Specifications shall apply in their entirety except as modified or supplemented herein.

SP12-01 STAGING AREA

Special attention is directed to Section 5-12, "Construction Staging/Storage of Materials," of the General Provisions.

At this time only one City-owned site is available for the staging of equipment and materials. This site is located on the south side of Mount Diablo Boulevard adjacent to the intersection of Mount Diablo Boulevard and El Nido Ranch Road. This site may be used on the condition that all materials and equipment brought onto the site shall be completely removed within 48 hours of completion of the work that requires staging on this site. Failure to vacate the site within five calendar days of the substantial completion of work will result in rent of \$1,000 per day being deducted from monies owed to Contractor. Retention and rent owed shall be withheld until the site is vacated and restored to its pre-existing condition or better. The Contractor shall be responsible for the protection of the site and the removal of any materials placed on the site while the site is under his/her control. The site may not be used until the Contractor is ready to actively execute work contained in the contract. At no time shall any maintenance of equipment or vehicles be performed on said site.

It is the Contractor's responsibility to inspect the site to determine its suitability for his operations to execute this contract. The City makes no guarantee, expressed or implied that this subject area is appropriate for the work involved. It is the Contractor's responsibility to secure a staging area for contract work, and any associated costs are considered to be included in the various contract prices paid, with no additional compensation allowed therefor.

SP12-02 NOT USED

SP12-03 PROJECT IDENTIFICATION SIGNS

Signs shall be furnished by City and installed by Contractor in conformance with Section 1-2, "Project Identification Sign," of the Technical Provisions.

SP12-04 MEASUREMENT AND PAYMENT

The lump sum Contract Price paid for "Mobilization" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals, and for all the work involved in mobilization, including but not limited to- furnishing all specified contract bonds and insurance certificates; public notification; transporting materials and equipment; establishing a storage area and sanitary restroom facilities; installations at staging site; and all other work as specified in the Standard Specifications and these Special Provisions and as directed by the Engineer and no additional compensation shall be allowed therefor.

Compensation for providing and complying with the requirements for water pollution control, including furnishing all labor, supervision, materials, tools, equipment, and incidentals, and for doing all the work involved in installing, constructing, maintaining, removing, and disposing of water pollution control practices, including non-storm water management, and waste management and materials pollution water pollution control practices, and other necessary work shall be considered as included in the contract lump sum price paid for "Mobilization" and no additional compensation shall be allowed therefor.

The Contract Price paid for each "Project Identification Signs" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals, and for doing all the work involved in coordinating with the City to receive the sign, transporting, installing, maintaining, and removing the sign post and barricade, and returning them to the City as specified in the Standard Specifications and these Special Provisions and as directed by the Engineer and no additional compensation shall be allowed therefor.

SPECIAL PROVISIONS SECTION SP-13

CONSTRUCTION AREA SIGNS

(BID ITEM NO. 4)

SP13-01 GENERAL

Construction area signs as shown on the plans shall be furnished, installed, maintained, and removed when no longer required, in accordance with Section 1-3, "Construction Area Signs", of the Technical Provisions.

SP13-02 MEASUREMENT AND PAYMENT

Payment for construction area signs shall be measured based on the number of sign panels installed regardless of the number of sign posts installed.

The Contract Price paid per each for "Construction Area Sign" shall be considered as full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals, and for doing all work involved in furnishing, installing, maintaining, and removing all construction area signs, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

SPECIAL PROVISIONS SECTION SP-14

TRAFFIC CONTROL
(BID ITEM NO. 5)

SP14-01 GENERAL

Traffic control shall conform to the requirements of Section 6-12, "Traffic Control", of the General Provisions of the Standard Specifications, and these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from his/her responsibilities as specified in said sections.

SP14-02 SIDEWALK ACCESS

Contractor shall provide a pedestrian path of travel and access to the businesses and private properties at all times during construction. Contractor shall stage his work so as to be able to provide a continuous ADA-compliant pedestrian pathway through the project at all times. In order to maintain pedestrian access to the adjacent businesses, the Contractor shall not be allowed to close the entire sidewalk along a single block, but may close portions for short periods of time with approval from the Engineer.

Contractor shall provide temporary "SIDEWALK CLOSED" signs mounted on barricades at each sidewalk approach to the improvement work (such as the nearest curb ramp locations). The Contractor shall also provide temporary "ROAD WORK AHEAD" signs mounted on barricades for each traffic approach to improvement work.

SP14-03 DRIVEWAY CLOSURES

Driveways that are closed to access during chip seal and micro-surfacing operations shall be coned off or barricaded.

SP14-04 LANE CLOSURE

Lane closures will be allowed between the hours of 8:30 a.m. and 4:30 p.m. Monday through Friday.

Emergency vehicles shall be provided with immediate access through the construction area at all times.

If work is not in progress during lane closure hours allowed and a traffic lane is closed, the Engineer may order the lane opened to public traffic.

Subject to all other provisions and restrictions of the Project Specifications, the following guidelines are provided as a convenience to Contractor to facilitate his preparation of a traffic control plan for the various stages and sequences of construction required to complete the Work:

1. Closure of one or more lanes is allowed provided that one lane of traffic is maintained for each direction of travel at all times.
2. Side street and driveway intersections
 - a. Side streets shall not be closed for longer than 15 minutes.
 - b. Driveways shall not be closed for longer than 15 minutes unless the contractor has made prior arrangements in writing with the property owner and or impacted businesses. The Contractor shall provide written documentation of any arrangements for closures that have been made in advance of performing the work requiring a closure.

SP14-05 ADDITIONAL CONSTRUCTION SIGNS AND CONTROLS

In addition to the requirements of Section 6-12, "Traffic Control," of the General Provisions of the City of Lafayette Standard Specifications and Section 12, "Temporary Traffic Control," of the State Specifications and these Special Provisions, the following traffic controls will be required. "Road Work Ahead" (type W20-1) signs shall be placed on all public road approaches to the project site before any work commences on the project. C-6 "Loose Gravel" and W-6 (15 MPH), signs shall be used on all streets receiving the chip/slurry seals. All construction signs shall be reflective. These signs shall be maintained for the duration of the construction and shall be removed once construction is complete.

The Contractor shall provide temporary stands or poles on which to place the required signs.

"LOOSE GRAVEL", (C-6), signs shall be furnished and placed adjacent to both sides of the traveled way on each block where chip seal screenings are being spread on a traffic lane. Additional signs shall be placed at a maximum of 500-foot intervals and at public roads entering the construction area as directed by the Engineer. The C-6 signs shall be maintained in place at each location until final brooming of the surface at that location is performed. C-6 signs shall conform with the requirements for construction area signs in Section 12, "Temporary Traffic Control," of the State Specifications.

SP14-06 CHANGEABLE MESSAGE SIGNS

The Contractor shall furnish and place a solar powered changeable message sign (CMS) at each of the following locations to indicate the dates and times for the work requiring a lane closure. The message to be displayed shall be determined by the Engineer. All CMS shall be placed and fully functional a full five (5) working days in advance of pavement repair operations and shall remain in continuous operation until completion of the slurry seal work. The contractor shall maintain said signs in full and continuous operation twenty-four (24) hours per day seven days per week.

1. Mount Diablo Boulevard (Eastbound near the intersection with El Nido Ranch Road)
2. Mount Diablo Boulevard (Westbound near the intersection with Dolores Drive)

If traffic conditions warrant, as determined in the sole discretion of the Engineer, Contractor shall relocate these signs to other locations in and around the project area to be determined by the Engineer to maximize the effectiveness of the intended public notice.

SP14-07 PUBLIC PARKING

At locations where parking will be prohibited, the Contractor shall place "No parking signs" on Type II barricades at least three (3) days prior to parking restrictions. A minimum of one barricade shall be placed between driveways and the spacing of barricades shall not exceed 100 feet. The "No parking signs" shall clearly show the dates and times of proposed parking restrictions. Parking restriction times shall conform to the lane closure hours listed in Section SP14-4, "Lane Closure" of these Special Provisions.

SP14-08 FAILURE TO COMPLY

Failure to comply with the requirements and provisions in this section shall be sufficient cause for the Engineer to suspend the work in accordance with the provisions of Section 8-3, "Temporary Suspension of the Work", of the General Provisions of the Standard Specifications. In the event the Engineer orders a suspension of the work due to the failure of the Contractor to comply with the requirements of this section, the days on which the suspension order is in effect shall be considered as

working days if such days are working days as set forth in Section 8-9, "Time of Completion", of the General Provisions of the Standard Specifications. The Contractor will not be permitted to resume the work until such time as he/she has satisfactorily demonstrated to the Engineer his/her ability to perform the work in accordance with the provisions of the contract.

If a closure is not reopened to public traffic by the specified time, work shall be suspended in conformance with the provisions in Section 8-3, "Temporary Suspension of the Work", of the General Provisions of the Standard Specifications. The Contractor shall not make any further closures until the Engineer has accepted a work plan, submitted by the Contractor, which will insure that future closures will be reopened to public traffic at the specified time. The Engineer will have 2 working days to accept or reject the Contractor's proposed work plan. The Contractor will not be entitled to any compensation for the suspension of work resulting from the late reopening of closures.

For each 10-minute interval, or fraction thereof past the time specified to reopen the road or lane closure, the City shall deduct \$100.00 per interval per street from money due or that may become due to the Contractor under the contract. At no time shall the contractor begin new work outside of the project working hours.

Minor deviations from the requirements of this section concerning hours of work which do not alter the Contract price may be permitted upon the written request of the Contractor if, in the opinion of the Engineer, public traffic will be better served and the work expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved the deviations in writing.

SP14-09 MEASUREMENT AND PAYMENT

The contract lump sum price paid for "Traffic Control" shall be considered as full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals needed to perform all traffic control work, for all phases of the work performed by the Contractor or the Contractor's "subcontractors" including, but not limited to, all signs, barricades, arrow boards, changeable message signs, steel plates, traffic control plan, detour plan, maintaining traffic, lane closures, detours, flagmen and all other traffic control devices; and all other work as shown on the State Standard Plans, as specified in the Standard Specifications, the State Specifications, these Special Provisions and as directed by the Engineer and no additional compensation shall be allowed therefor. There shall be no additional compensation for traffic control due to an increase in the quantities shown on the bid proposal for pay items within the project limits.

Traffic Control required by work which is classified as extra work, as provided in Section 9.3, "Extra Work", of the General Provisions of the Standard Specifications, will be paid for as part of said extra work.

The full costs of furnishing all flaggers under the provisions of this section and Sections 7-1.03, 7-1.04, and 12-1.03 of the State Specifications will be borne by the Contractor and shall be considered as included in the price paid for "Traffic Control" and no additional compensation shall be allowed therefor.

SPECIAL PROVISIONS SECTION SP-15

DUST CONTROL **(NO BID ITEM)**

The provisions of Section 4, "Dust Control and Watering", of the Technical Provisions of the Standard Specifications shall apply in their entirety and as supplemented herein.

No separate payment shall be made for conforming to the provisions of this section. Full compensation for conforming to all the provisions of this section shall be considered as included in the prices paid for various contract items of work and no additional compensation shall be allowed therefor.

SPECIAL PROVISIONS SECTION SP-16 (NOT USED)

SPECIAL PROVISIONS SECTION SP-17

EXISTING HIGHWAY FACILITIES

(BID ITEM NOS. 6-11)

SP17-01 GENERAL

The work performed in connection with various existing highway facilities shall conform to the provisions of Section 6-11, "General Safety," and Section 7, "Existing Utilities," of the General Provisions, Section 2, "Clearing and Grubbing," and Section 22, "Protection and Restoration of Existing Improvements," of the Technical Provisions of the Standard Specifications, and these Special Provisions, and as directed by the Engineer.

SP17-02 REMOVALS

Existing roadway facilities to be removed under this section and as shown on the Plans shall include, but are not limited to- removing existing traffic striping, markers, and markings; sign and post, concrete sidewalk, brick paver sidewalk, curb ramps, driveways, curb, gutter; and miscellaneous asphalt concrete for sidewalk construction, conform paving areas such as gutter lips, curb ramps, and driveways.

Concrete curb and gutter to be removed shall be sawcut as marked by the Engineer in the field. Curb and gutter removal shall include removing enough existing native or base material to allow for placement of the specified thickness of new base material.

For the purpose of concrete forming the removal of a one-foot wide and six-inch deep strip of asphalt adjacent to concrete designated to be removed shall be included in the costs associated with the removal of the concrete.

The contractor shall remove and salvage brick pavers to be reused in the reconstruction of brick paver surfacing as shown on the plans and as directed by the Engineer.

Whenever an existing facility has been removed, the Contractor shall place Type II barricades with flashing lights around the location of the removed facility. Caution tape shall be attached to the barricades if needed to delineate the area. Spacing for Type II barricades shall be no greater than ten (10) feet on center for curb and gutter.

SP17-03 TREE ROOT PROTECTION AND REMOVAL

The Contractor shall exercise care in the removal of curb, gutter and sidewalk improvements near existing mature trees. The improvements shall be removed without damaging underlying roots that may exist. Upon removal of the existing improvements and prior to excavation of the underlying material the Engineer shall arrange for inspection of any underlying roots by a certified arborist to determine how the removal of the roots in conflict with the new improvements may impact the future

health of the tree. The contractor shall cut and remove conflicting roots in accordance with Section 22-3.3 "Root Protection" of the Technical Provisions.

SP17-04 STREET SWEEPING

At the end of every work day, construction debris of any kind shall be swept from all surfaces within the areas affected by the Contractor's operations. Failure to conform to these provisions shall be grounds for suspension of work per Section 8-3 of the General Provisions.

SP17-05 REFERENCING EXISTING FACILITIES

Work by the Contractor shall include locating existing facilities and referencing, and setting sufficient marks prior to any excavation to enable their subsequent retrieval by the Contractor or utility company. The Contractor shall reference and set marks for all survey points, storm drain manholes, Central Contra Costa Sanitary District (CCCSD) sewer manholes, rodding inlets, and cleanouts, East Bay Municipal Utility District (EBMUD) water valves, and Pacific Gas and Electric (PG&E) gas valves. The Contractor shall submit a plan to the Engineer at least forty-eight (48) hours in advance of chip seal or micro-surfacing operations showing all referenced points and offset distances set for each referenced facility.

SP17-06 MEASUREMENT AND PAYMENT

No separate payment shall be made for conforming to the provisions of this section, with the exception of the Contract Items listed below. Full compensation for conforming to all the provisions of this section shall be considered as included in the Contract Prices paid for various items of work and no additional compensation shall be allowed therefor.

The Contract Prices paid per linear foot for "**Remove Concrete Curb**", "**Remove Concrete Curb and Gutter**," and "**Remove Asphalt Berm**" and per square foot for "**Remove Concrete Sidewalk, Driveway, & Curb Ramp**" and "**Remove and Salvage Existing Brick Paver Sidewalk**" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to pothole, sawcut, remove, and dispose, and/or salvage and deliver existing brick pavers, concrete, asphalt and any underlying materials, to allow the installation of the new improvements completely as designed, as shown or intended on the Contract Plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

The contract lump sum price paid for "**Remove Existing Pavement Markers and Thermoplastic Stripes and Legends**" shall be considered as full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to remove and dispose of pavement markers, stripes and legends, as specified in the Standard Specifications, the State Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefore.

SPECIAL PROVISIONS SECTION SP-18

AGGREGATE BASE
(NO BID ITEM)

SP18-01 GENERAL

The provisions of Section 8, "Aggregate Base", of the Technical Provisions of the Standard Specifications shall apply in their entirety except as modified or supplemented herein.

Class 2 Aggregate Base shall conform to the "3/4-inch maximum" gradation.

Aggregate base is also referenced as base rock in the contract documents.

SP18-02 MEASUREMENT AND PAYMENT

There shall be no separate measurement or payment for furnishing and placing the aggregate base used in the construction of the various items of work shown on the Plans, bid proposal, and specified herein, and full compensation shall be considered as included in the contract unit prices paid for those bid items requiring aggregate base, and no additional compensation shall be allowed therefor.

SPECIAL PROVISIONS SECTION SP-19

ASPHALT CONCRETE
(BID ITEM NOS. 19-22 and 24)

The provisions of Section 5, "Street Failed Area Repair" of the Technical Provisions of the Standard Specifications shall apply in their entirety except as modified or supplemented herein.

Asphalt Concrete requirements shall be as described in Section 9, "Asphalt Concrete" of the Technical Provisions of the Standard Specifications and these Special Provisions.

SP19-01 GENERAL

Paint markings delineating the approximate size and location of the pavement repair and skin patch areas have been made in the field on all streets. The Contractor shall submit a request for any re-marking in writing five (5) working days in advance of beginning pavement repair and skin patch work. Actual quantities may be greater or less than the quantities shown on the bid schedule.

In areas designated for "Pavement Repair", as marked in the field by the Engineer, the existing base and bituminous surfacing shall be removed by cold planning, or sawcutting and excavating to the depth shown on the contract plans. Pavement repair areas shall be a minimum of 4-feet in width. Pavement removed beyond the limits designated by the Engineer shall be considered to be for the Contractor's convenience and shall be at no additional expense to the City. The excavated area shall be backfilled with asphalt concrete, compacted, and finished as shown on the Plans and as specified in these Special Provisions.

For the purpose of concrete forming the removal of a minimum one-foot wide and six-inch deep strip of asphalt adjacent to concrete designated to be removed shall be paid as Remove and Replace Asphalt Conform Paving.

- Conform and Skin Patch Paving shall be with 1/2-inch maximum size aggregate (MSA) hot mix asphalt.
- Pavement Repair Paving shall be with 3/4-inch maximum sized aggregate (MSA) hot mix asphalt.

Conform paving work consists of installing asphalt paving adjacent to curbs, gutters, curb ramps, driveways and sidewalks. Asphalt concrete conform paving limits are approximate. The Engineer will paint actual conform lines prior to the start of conform paving work.

SP19-02 AC BERM

AC berm shall be in accordance with the detail shown on Caltrans Standard Plan A87B, Type A Dike.

Prior to placement of the berm, the pavement shall be thoroughly cleaned and a tack coat of asphaltic emulsion, RS-1, shall be applied to the pavement surface. The berm shall be placed and compacted utilizing a mechanical extruding machine capable of achieving the lines and grades shown on the Plans and the finished dimensions for the specified type of berm. The Contractor shall protect newly placed berm to allow sufficient time for curing.

SP19-03 MEASUREMENT AND PAYMENT

The contract unit price paid per square foot for “**Pavement Repair (6-Inch)**” shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals and for doing all the work involved including, but not limited to, cold planing, sawcutting, excavating, loading, off hauling, disposing of materials, subgrade preparation and compaction, asphalt emulsion, and furnishing, placing, spreading, and compacting the asphalt concrete to the specified depth and all other work as shown on the Plans, as specified in the Standard Specifications, the State Specifications and these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefor.

The contract unit price paid per square foot for “**Skin Patch**”, “**Feather Conform Paving**” and “**Remove and Replace Asphalt Conform Paving**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved including but not limited to, subgrade preparation, cleaning, tack coat, furnishing, placing, spreading, and compacting the asphalt concrete to the specified depth, and all other work as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor. There is no adjustment in the Contract quantity or price paid for actual asphalt concrete depth installed exceeding details shown on the Plans.

The square foot quantities to be paid shall be measured for the paved area irrespective of the thickness or number of the asphalt concrete lifts.

The contract unit price paid per linear foot for “**AC Berm**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved including but not limited to, sawcutting, removal, loading, off hauling, disposing of materials, asphalt emulsion, asphalt concrete, placing and compacting asphalt to the specified shape, lines and grades, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

There shall be no separate measurement or payment for furnishing the asphalt concrete to be used in the construction of pavement repairs, skin patches, conform paving or AC berms. Full compensation shall be considered as included in the contract unit price paid for these items of work.

SPECIAL PROVISIONS SECTION SP-20

CRACK SEALING
(BID ITEM NO. 23)

The provisions of Section 12-2, "Crack Fill Repairs," of the Technical Provisions of the Standard Specifications shall apply in their entirety except as modified or supplemented herein.

SP20-01 MEASUREMENT AND PAYMENT

The contract price paid per day for "Crack Seal" shall be considered as full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in crack sealing, including, but not limited to, routing, blowing, crack filling, sanding and clean-up, and all other work, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefore.

SPECIAL PROVISIONS SECTION SP-21 (NOT USED)

SPECIAL PROVISIONS SECTION SP-22

RUBBERIZED CHIP SEAL

(BID ITEM NO. 26)

SP22-01 GENERAL

Rubberized chip seal shall consist of an application of rubberized asphalt binder and hot screenings pre-coated with paving asphalt. Rubberized chip seal shall conform to the provisions specified for seal coat in Section 37-1, "Seal Coats," of the State Standard Specifications and these special provisions.

The provisions of Section 10, "Bituminous Seal Coats," of the Technical Provisions of the Standard Specifications shall apply in their entirety except as modified or supplemented herein.

SP22-02 MEASUREMENT AND PAYMENT

The contract unit price paid per square yard "Rubberized Chip Seal," shall be considered as full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in installing rubberized chip seal, including but not limited to; site preparation, crack cleaning, cleanup, protecting utility and manhole covers, applying chip seal, street sweeping and all other incidental work required to complete the work as shown and specified.

SPECIAL PROVISIONS SECTION SP-23

MICRO-SURFACING
(BID ITEM NO. 25)

SP23-01 GENERAL

The provisions of Section 10, "Bituminous Seal Coats," of the Technical Provisions of the Standard Specifications shall apply in their entirety except as modified or supplemented herein.

SP23-02 MEASUREMENT AND PAYMENT

The contract unit price paid per square yard "**Type II Micro-Surfacing**," shall be considered as full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in micro-surfacing, including but not limited to; site preparation, cleanup, protecting utility and manhole covers, applying micro-surfacing, rolling, protection during curing, street sweeping and all other incidental work required to complete the work as shown and specified.

SPECIAL PROVISIONS SECTION SP-24

CONCRETE CONSTRUCTION
(BID ITEM NOS. 12-14 and 17-18)

The provisions of Section 17, "Concrete Construction", of the Technical Provisions of the Standard Specifications shall apply in their entirety except as modified or supplemented herein.

SP24-01 GENERAL

Work includes installation of curb, curb and gutter, sidewalk, driveways, curb ramps, detectable domes to construct facilities as shown on the Plans, in accordance with these Special Provisions, and as directed by the Engineer. Where shown, intended, or directed to be required, Contract Work to install concrete shall include the grading, preparation, placement and compaction of aggregate base subgrade, and dowelling for connection to existing facilities.

Any full driveway closure shall be approved in advance by the Engineer.

SP24-02 MINOR CONCRETE STRUCTURES

Curb and gutter shall be Type S1-6 and shall conform to CCC Standard Plan CA71i.

Driveways shall conform to CCC Standard Plan CA72i, except as modified as shown on the contract plans to fit actual field conditions as shown on the Plans and as directed by the Engineer.

Sidewalk shall be constructed to the width and location shown on the Plans and shall conform with CCC Standard Plan CA70i. Sidewalk shall not be constructed monolithically with new curb or curb and gutter.

Curb ramps are those ramps referred to on the plans as "Curb Ramps" and shall conform to State Standard Plans RSP A88A and RSP A88B (latest revision), and the details shown on the contract plans.

Dowels, #4 x 18 inches long shall be installed at the connection between new and existing facilities. The dowels shall be in drilled holes, grouted, and spaced in conformance with the details shown on the Plans and these Special Provisions. All dowels shall have a minimum 1 1/2" concrete cover.

The bid price for construction for concrete sidewalk or driveway shall include payment to grout fill cracks in the adjacent sidewalk as shown on the project plans. No additional compensation shall be made for this filling these cracks.

The color of detectable warning surfaces shall be onyx black. Contractor shall submit a six (6)-inch square sample of the product to be provided, along with the manufacturer's product data and "cut-sheets" for review and approval prior to ordering. The detectable warning surface shall conform to:

- a. Americans with Disabilities Act (ADA) Title III Regulations, 28 CFR Part 36 "ADA Standards For Accessible Design," Appendix A, Section 4.29 for "Detectable Warnings."
- b. Division of the State Architect - Access Compliance (DSA-AC) approved detectable warning products as provided in the California Code of Regulations (CCR) Title 24, Part 2, Section 205 definition of "Detectable Warning."

City may accept products from ADA solutions (800-372-0519), Answer Industries (909-230-4064), and Armor-Tile (916-844-4132).

SP24-03 NOT USED

SP24-04 MEASUREMENT AND PAYMENT

The Contract Prices paid per linear foot for "Concrete Curb and Gutter," "Concrete Curb (Support and Flush)," and per square foot for "Concrete Sidewalk or Driveway," "Concrete Curb Ramp with Detectable Domes," and per each for "Glue Down Detectable Curb Ramp Domes" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals necessary to complete the work including, but not limited to, concrete; sawcutting; excavation; grading, providing and installing compacted subgrade, forms, forming, dowels and reinforcing steel, placing and finishing concrete; grout fill cracks in sidewalk; installing detectable warning surfaces on curb ramps; backfilling behind curbs; steel plates and all other work necessary to construct the facility complete in place as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer; and no additional compensation shall be allowed therefor.

"Concrete Curb Ramp with Detectable Domes" shall be measured as the area whose limits are within the grooved borders of the ramp approaches, up to and including any adjacent retaining curbs at variable heights (where applicable), and the detectable surfaces.

Full compensation for constructing all other concrete foundations, footings used in the construction of the various items of work shown in the contract documents, which do not have a separate pay item specified for said concrete in the contract, shall be considered as included in the contract prices paid for those items of work requiring said concrete, and no additional compensation shall be allowed therefor.

SPECIAL PROVISIONS SECTION SP-25

TEMPORARY PAVEMENT DELINEATION

(BID ITEM NO. 30)

The provisions of Section 6-12.7, "Temporary Traffic Striping and Pavement Markings", of the General Provisions of the Standard Specifications shall apply in their entirety except as modified or supplemented herein.

SP25-01 MEASUREMENT AND PAYMENT

The contract lump sum price paid for “**Temporary Pavement Delineation**” shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals and for doing all the work necessary to lay out, place, maintain, and remove temporary pavement striping, legends, arrows, glue down delineators, markers and markings and all other work as shown on the Plans, as specified in the State Specifications and these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefor.

SPECIAL PROVISIONS SECTION SP-26

PAVEMENT STRIPING, MARKERS AND DELINEATION

(BID ITEM NOS. 31-39 and 41-42)

The provisions of Section 15, “Pavement Striping, Markers, and Delineation”, of the Technical Provisions of the Standard Specifications shall apply in their entirety except as modified or supplemented herein.

SP26-01 GENERAL

Painting of median noses shall conform to Section 15-7, “Curb Painting,” of the Technical Provisions. Object markers for median noses shall conform to the latest edition of the Traffic Manual published by the State of California Department of Transportation. Contractor shall submit a cut-sheet for the object marker for review and approval by the Engineer prior to installation.

SP26-02 MEASUREMENT AND PAYMENT

Traffic stripes will be measured by the linear foot along the line of the traffic stripe without deductions for the gaps, shown on the State Standard Plans. Deductions will be made for gaps at cross streets and driveways.

Measurement for legends and markings shall be per the areas shown on Caltrans Standard Plans, or actual unit installed, whichever is less.

The contract prices paid per linear foot for various thermoplastic stripes, painted striping, painted curbing and striping details shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in placing thermoplastic traffic stripes and pavement markers including any necessary cat tracks, dribble lines and layout work, cleaning and preparing surfaces to receive striping thermoplastic stripes, striping painted stripes, pavement markers, adhesive, and all other work as shown on the Plans, the State Standard Plans, and as specified in the Standard Specifications, the State Specifications, and these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefor.

The contract price paid per square foot for “**Thermoplastic Pavement Legends & Markings**” shall include full compensation for doing all work involved in placing thermoplastic pavement markings and legends, including any necessary layout work and marks and all other work as shown on the Plans, as specified in the Standard Specifications, the State Specifications, and these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefor.

The contract price paid per each for “**Two-Way Reflective Pavement Markers (Blue)**” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in placing the markers, as shown on the Plans, the State Standard Plans as specified

in the Standard Specifications, the State Specifications and these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefor.

In addition to the above, the Contract Price per linear foot paid for **“Painted Curb (Red or Yellow)”** shall be considered to include furnishing and installation of the two-way reflective pavement markers on top of the painted curb and the object marker as detailed on the Project Plans.

SPECIAL PROVISIONS SECTION SP-27 - SP-29 (NOT USED)

SPECIAL PROVISIONS SECTION SP-30

BRICK PAVERS

(BID ITEM NOS. 15 AND 16)

SP30-01 GENERAL

Preparatory work to install brick pavers shall conform to all applicable Sections of the Technical Provisions of the Standard Specifications including but not be limited to the following sections:

- Section 17, “Existing Highway Facilities”
- Section 18, “Aggregate Base”
- Section 24, “Concrete Construction”

Contractor’s attention is also directed to sections in these Special Provisions corresponding to the above disciplines.

SP30-02 MATERIAL

Newly constructed brick paver surfaces shall be constructed using interlocking Basalite, Spectrum, red/brown, or approved equal. Accent pavers shall be constructed using Basalite, Mission, red/brown, or approved equal. Pavers shall be 80mm thick. Pavers shall be bedded on a minimum of 6” class II base rock compacted to 95% relative compaction and a one inch layer of sand or 1” mortar as shown on the plans.

The excavation of subgrade material sufficient to provide base rock and sand bedding shall be considered as included in the unit price paid for “Remove Brick Paver Sidewalk,” and “Remove Concrete Sidewalk, Driveway and Curb Ramp”.

Pavers shall be free of cracks, seams, or other imperfections that impair their structural integrity or function. Only inherent color variations characteristic of the quarry from which they are obtained shall be acceptable.

Ten (10) working days prior to ordering materials, Contractor shall submit samples of sufficient number and size to represent a full range of color, texture, and finish specified for approval by the Engineer. Contractor shall obtain unit pavers from a manufacturer having adequate capacity to meet specified requirements and scope of Work. Contractor shall not change source of supply without permission of Engineer.

Sand for leveling course shall be free of deleterious materials, uniformly graded, 100% passing No. 8 sieve and 35% passing No. 50 sieve. Sand leveling bed shall be maximum 1” thick unless otherwise detailed on the Plans.

SP30-03 INSTALLATION

Pavers shall be installed over sand and aggregate base subbase as shown on the Contract Plans and in accordance with manufacturer's installation instructions. Edge-to-edge alignments between two units that form a continuous plane shall be flush with zero tolerance. Chipped, cracked, or broken pavers shall not be used.

Pavers shall not be cut to a dimension of less than 3" in any direction. Standard start points may be noted on the Plans. Otherwise, Contractor shall discuss start-point layout with Engineer in the field and obtain approval prior to beginning work. Any unusual conditions shall also be reviewed with the Engineer prior to installation.

Where shown on the Plans, concrete support and flush bands shall be constructed along one or more perimeters of areas to receive brick pavers. Bands shall be constructed as shown on the Plans and shall comply with these Special Provisions for concrete curbs.

Where concrete support bands cannot be constructed adjacent to existing trees due to conflicts with tree roots, wood header boards shall be used. Wood header boards shall be installed as shown on the Plans and as directed by the Engineer.

Fine sand shall be spread over pavers, swept into joints and vibrated into place for a tight finish.

SP30-04 MEASUREMENT AND PAYMENT

The Contract Prices paid per square foot for "Install Brick Paver Sidewalk and Accent Pavers" and "Reset Brick Paver Sidewalk" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in constructing paver surfacing, including but not be limited to: sawcutting; installing compacted aggregate base; placing sand; mortar, brick paver surfaces, sanded joints; wood header boards and all other work necessary to construct pavers complete in place as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer; and no additional compensation shall be allowed therefor.

Concrete curb (flush and support) installed as part of the construction or reconstruction of brick paver surfacing shall be paid for as "Concrete Curb (Flush and Support)".

SPECIAL PROVISIONS SECTION SP-31**ROADWAY SIGNS**
(BID ITEM NO. 40)**SP31-01 GENERAL**

The provisions of Section 16, "Traffic Signs," of the Technical Provisions of the Standard Specifications shall apply in their entirety except as modified or supplemented herein.

SP31-02 MEASUREMENT AND PAYMENT

The Contract Price paid per each for "Remove and Reinstall Sign and Post" shall be considered full compensation and for furnishing all labor, materials, tools, equipment, and incidentals, removing and reinstalling sign panels, post and all miscellaneous hardware to complete installation in place, including but not limited to, excavation, and all necessary hardware for pole or post mounted signs, and all other work as shown on the plans, as specified in the Standard Specifications and in these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

SPECIAL PROVISIONS SECTION SP-32

PAINING (NO BID ITEM)

SP32-01 GENERAL

All poles, equipment enclosures, and associated hardware and accessories shall be painted black, conforming to these Technical Provisions, regardless whether said items are furnished by City or Contractor. Factory painted items shall receive touch-up painting as necessary in the field to remedy all damages to the paint as directed by the Engineer, regardless of fault.

The paint system is divided into two (2) parts. The paint that is applied at the factory or fabrication site and the touch-up paint that is required at the Project installation site.

SP32-02 FACTORY/FABRICATION SITE PAINTING

Surface Preparation - All scale, rust and other contaminates shall be removed and all surfaces cleaned to Steel Structures Painting Council (SSPC) SP-6 commercial blast cleaning specifications. Prior to prime and top coat application, all surfaces must be clean, dry and free of oil, grease, finger prints and other contaminants. The application, curing temperature and metal temperature must be above 60 degrees Fahrenheit (16 degrees Celsius). The minimum time between the prime coat and top coat applications shall be in accordance with the manufacture's recommendations.

Paint System

- Prime: Two-part polyamidoamine epoxy, series 69 hi-build epoxoline II by Tnemec Company. Apply by spray to a dry film thickness of 3.0 to 5.0 mils (75 to 125 microns) D.F.T.
- Top Coat: Two-part aliphatic acrylic polyurethane, series 75 semi-floss by Tnemec Company. Apply by spray to a dry film thickness of 5.0 mils (125 microns) D.F.T.
- Total Film Thickness: 8 to 10 mils (200 to 250 micron).
- Application Method: Airless, air or H.V.L.P. spray.

SP32-03 FIELD TOUCH-UP PAINTING

Surface Preparation - Area to be touched-up shall be scarified with a palm sander, pole sander or scotch brite pad. All rust shall be removed to bright metal. All oil, grease finger prints and other contaminants shall be removed with clean solvent and clean rags.

Paint System:

- Prime: Two-part polyamide epoxy. Color: As specified for the equipment: Tnemec series 27 F.C. tyoxy. Apply by brush or roller to 3.0 to 4.5 mils (75 to 110 microns) dry film thickness. This may require two or three coats to reach required D.F.T.]
- Top Coat: Two-part aliphatic acrylic polyurethane – series 75 semi-gloss by Tnemec. Color: As specified for the equipment. Apply by brush or roller to 3.0 to 5.0 miles (88 to 125 microns) D.F.T. This may require several coats to reach the required D.F.T.
- Total Dry Film Thickness: Match Factory applied coatings.
- Application Temperature: Shall be 60 degrees Fahrenheit (16 degrees Celsius) or higher. Application temperature is critical for proper adhesion and curing properties. It is best to

do the touch-up mid to late mornings so as to allow the higher afternoon temperatures to help two-part paints to cure properly.

SP32-04 SUBSTITUTIONS

Other coating systems may be substituted for the products specified herein. A complete submittal package shall be submitted to the Engineer 60 days prior to the coating operation for review and approval.

SP32-05 MEASUREMENT AND PAYMENT

There is no separate payment for painting. Full compensation for painting shall be considered as included in the Contract Price paid for the various items of Work that requires painting as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

SPECIAL PROVISIONS SECTION SP-33 (NOT USED)

SPECIAL PROVISIONS SECTION SP-34

VIDEO IMAGE VEHICLE DETECTION SYSTEM
(BID ITEM NO. 27 and 28)

SP34-01 GENERAL

The Contractor shall provide all material, equipment, and labor necessary to furnish and install video image vehicle detection systems, including all associated hardware, software, cables, and all incidental work to provide a functional installation, complete in place and operable, as shown on the Drawings and as specified herein.

The Contractor shall arrange to have a signal technician, qualified to work on the controller and employed by the video detection manufacturer or his representative, present at the time the traffic signal is turned on, or when any video detection is activated on an existing signal.

SP34-02 MATERIALS

Certificates of Compliance shall be provided for all products and materials proposed to be used under this section. Video Image Vehicle Detection System shall be able to detect video images of vehicles in defined zones and provide video output. It shall include all necessary hardware, software, and firmware to design the detection patterns or zones at the intersection. Zones shall be created with a graphic user interface designed to allow a person with reasonable training to set up, configure, and calibrate detection of a lane in less than 15 minutes. System shall at least include the following:

- A. Vehicle image sensor assembly, consisting of an enclosed and environmentally-sealed and protected, weather-proof camera assembly, compliant with NEMA 4 standards, and able to collect video image of vehicles to be detected. Cameras shall be color, with zoom lens, integral sun shield and adjustable visor. Camera enclosure must include a thermostat-controlled heater to prevent condensation and ensure proper operation at low temperatures. City may accept Iteris Model RZ4C, or equivalent. Cameras shall be mounted on a pole or mast-arm using a clamping device and mounting hardware. All hardware shall be painted black.
- B. Vehicle detection unit that converts the video image from the camera and provides vehicle detection in defined zones. Unit shall include an image processor, extension module, monitor,

communication card, power supply, surge suppression, cables, connectors and wirings for a waterproof connection to and be compatible with the existing traffic controller (Standard Model 170E in 332 cabinet). City may accept Iteris Vantage Edge 2 Processor and Edge Connect Module, or equivalent.

Functional Requirements

- A. Video detection system shall provide a minimum of 8 detection zones per camera, placed anywhere in the camera’s field of view. System must support normal operation of existing detection zones while a zone is being added or modified. Zones must flash or change color on the display monitor when vehicle traffic is detected. System must maintain configuration and calibration in memory when powered off.
- B. Detection zones must detect vehicles with a 95% accuracy rate or better with a minimum range of 50 feet behind the limit line of each approach. Detection shall provide an output for presence and pulse for each and every zone. One spare output shall be provided for each approach of the intersection. System must detect vehicles under all types of adverse weather and environmental conditions, including fog and dust build-up on the lense, vibrations and camera motion. System shall respond with a fail-safe default mode of placing a constant call for all approaches when visibility conditions result in less than 95% detection accuracy, or upon a power failure, loss of video signal, or recovery from a failure. In recovery, normal operations must be restored within 3 minutes.
- C. Detection must be designed to accommodate naturally occurring lighting and environmental changes, such as reflections and slow moving shadows, blooming effects from vehicle headlights and bright objects, especially at night. These changes must not require manual interventions to register a true detection.
- D. Detection must call service to a signal phase only if a demand exists and extend green service to the phase until the demand expires, or the phase is terminated based on other programming parameters in the controller. Detector performance shall meet the following minimum requirements:

Requirement	During Red/Amber Interval	During Green Interval
Average response time after vehicle enters or departs detection zone by 3 feet	Not more than 1 second	Not more than 100 millisecond
Maximum number of missed calls in 24 hours (Greater than 5 sec. during red/amber and 1 sec. during green)	0	10
Maximum number of false calls in 24 hours (Greater than 500 msec. without a vehicle present)	20	20

- E. System hardware and software shall provide at least presence detection and traffic data collection. Available traffic data include statistics on volume, speed, headway, and vehicle classification in user selectable time periods of 10 seconds up to 60 minutes.
- F. The front panel of the processor unit must have indications for power, communication, and presence of video input, and a real-time detector output. Indicators must be visible in daylight from a reasonable viewing distance. A test switch must be included to allow placement of either a constant or momentary call for each approach.
- D. The camera shall be equipped with an integrated zoom lens that can be adjusted using either configuration computer software or hand-held controller. The Zoom lens shall have a 12X optical zoom and the field of view shall be adjustable over the range of 8.1 to 45.9 degrees and up to 80 degrees wide, horizontal and 5 to 58 degrees vertical. Each camera assembly and its mounting system must weigh less than 10 pounds and exert less than 1 square foot equivalent pressure area. Only one camera must be mounted on each signal arm, and the top of the mounted camera must be no more than 1 foot above the top of the arm.
- F. Display monitor shall be flat panel display with minimum 8-inch screen size supporting NTSC standards and be compatible for installation in a Model 332 cabinet. Monitor must fold down flat and be stored in a 1U height drawer, with a lock, and fold up like a laptop computer. System must allow viewing of each camera's field-of-view, switching to any video signal at the intersection, and independent viewing of a scene without interfering with recording of other scenes and normal operation of the system's output.

SP34-03 INSTALLATION

Along with submittals for materials to be used as required by these Special Provisions, Contractor shall submit an installation diagram for approval by the Engineer. The diagram shall indicate the location of camera assemblies to be installed for each approach of the intersection. Installation shall not begin prior to approval of said diagram by Engineer.

Installations shall comply with the manufacturer's instructions and the highest-quality industry standards. All equipment and hardware shall be part of an engineered system and designed to fully inter-operate with each and every other part of the system. All hardware must be painted black. Non-painted parts shall be corrosion resistant, weatherproof, and watertight. All cables and wires shall be labeled with permanent ink. Cameras shall be adjusted to view 110 percent of the largest detection area dimension. Zones shall be combined into logical reporting outputs that are equivalent to the detection loops.

Minimum Functional Testing Procedures

Contractor shall verify the performance of the system by observing and calibrating the detection operation. At minimum the following test shall be performed in addition to visual and physical verification of all the components and connections of the system.

- A. The Contractor shall test each detection zone with a motor-driven cycle, as defined in the California Vehicle Code that is licensed for street use by the Department of Motor Vehicles of the State of California. The unladen weight of the vehicle shall not exceed 220 pounds and the engine displacement shall not exceed 100 cubic centimeters. Special features, components, or vehicles designed to activate the detector will not be permitted. The Contractor shall provide an operator who shall drive the motor-driven cycle through the response or detection area of the detector zone at no less than 3 miles per hour nor more than 7 miles per hour.

- B. Detector sensor units furnished shall function without “locking up.” If the detector sensor units continually lock up when tuned for a motorcycle, as described herein, all furnished sensor units shall be replaced with another brand of detector.

Upon verification of the system, Contractor shall submit recorded media on a DVD as evidence of its proper function. Contractor shall record video images for at least time windows of two hours each during the hours of daylight, dusk, and darkness. The images shall show the viewed detection scene, the detection call, signal status, traffic count, and time-stamp overlaid on the recorded video for each approach.

SP34-04 TRAINING, TECHNICAL ASSISTANCE, AND BACK-UP SERVICES

Contractor shall provide training on the installed system by qualified personnel. The training shall be attended by the system manufacturer’s representative, if he is not the trainer. Eight hours of training shall be provided to instruct up to five students how to program, align, adjust, calibrate, and maintain the installed system. Contractor shall organize and provide all support training documents in a binder.

The manufacturer’s representative shall provide the City with a California telephone number for the ordering of replacement parts that are required and for providing technical advice to City personnel. The manufacturer shall have on hand at this number a complete file of the City’s equipment, including all pertinent serial numbers. The manufacturer shall have available at the telephone number a person with competence in parts, nomenclature and functional characteristics of the City’s signal controller equipment. This person shall be able to provide descriptions, part numbers, prices and availability of the City’s requirements.

Within the warranty period, a fully qualified electronics technician with a capacity to expertly troubleshoot and advise on all matters relating to the installed system shall be available by return telephone call within 4 hours, and in person when deemed by City to be necessary within 24 hours of a trouble or service call.

There shall be no charge to the City for any service, advice, or information provided in this manner.

SP34-05 MEASUREMENT AND PAYMENT

The contract price paid per each for “**Video Image Vehicle Detection System at Village Center and Mount Diablo Boulevard**” and “**Video Image Vehicle Detection System at Dolores Drive and Mount Diablo Boulevard**” shall include full compensation for furnishing all labor, materials, tools, equipment and incidental for doing all work involving furnishing and installing video image vehicle detection system as shown on the plans, as specified in these Special Provisions, and as directed by the Engineer, including all submittals, installation, testing, calibration, performance verification, training, and no additional payment will be allowed therefor.

SPECIAL PROVISIONS SECTION SP-35
RECTANGULAR RAPID-FLASH BEACON SYSTEM
 (BID ITEM NO. 29)

SP35-01 GENERAL

Work includes furnishing and installing a complete and functional Rectangular Rapid-Flash Beacon system (RRFB) for pedestrian movements across Mt. Diablo Boulevard at the intersection of El Nido Ranch Road. The RRFB system shall be compliant with the MUTCD interim approval for use, as documented in the Federal Highway Administration (FHWA) memorandum dated July 16, 2008. For Contractor's reference and convenience only, a photo simulation of a RRFB installation is provided in Figure 1 (Components in the photo do not necessarily comply fully with these Special Provisions).

Within fourteen days after the Notice of Award of Contract, and prior to ordering the equipment, Contractor shall provide a complete submittal of manufacturer literature, including product data, cut-sheets, drawings and diagrams, as necessary to describe the construction and operation of the system to be provided, meeting the requirements of these Special Provisions.

For quality assurance, equipment to be furnished by Contractor shall be manufactured by a firm with a reputable track record of supplying traffic safety products conforming to California industry standards to be installed for municipal agencies. The manufacturer shall have at least five (5) years' experience in manufacturing Rectangular Rapid-Flash Beacon systems for installation on public roadways. City reserves the sole discretion to reject a submittal from any firm not meeting these quality assurance requirements.

SP35-02 RRFB SYSTEM REQUIREMENTS

The system shall include two (2) single sided RRFB units and (1) double sided RRFB unit and corresponding W11-2 signs with W16-7P (right or left) sub-plates, complying with the latest edition of the State of California Department of Transportation *Traffic Manual*, mounted on Type 1B poles conforming to the State Specifications. Two RRFB units with signs shall be visible for and facing each direction of travel on Mt. Diablo Boulevard approaching the intersection. Exact locations of the poles shall be coordinated with field conditions and be approved by the Engineer prior to installation. Poles, enclosures, and all hardware shall be painted black per Section SP-33 of these Technical Provisions.

The system shall include a solar panel at each pole, to be designed with energy storage to operate for thirty (30) days without sun. The dimensions of the panel shall be the smallest possible and available to operate the system as required.

The system shall be designed to over a temperature range from -30F to + 165F. Duration and frequency of flashing of RRFB after activation shall be programmable by the user to correspond to roadway conditions. Controller(s) for the system shall be housed in a weatherproof enclosure that is suitable in form, size, and function to be mounted on the Type 1B pole(s) to be provided. Controller(s)

Figure 1 - Photo Simulation of RRFB



shall be capable of causing all four RRFB units to be activated simultaneously when a call for service is made as described below.

The system shall utilize a pushbutton to call for activation at each pole. Each push button shall be the audible type and generally conform to requirements of the State Specifications and considered ADA (Americans with Disabilities Act) compliant. The button assembly shall make an audible sound or speech to alert the user that the beacon is in operation for the entire duration of the beacon flashing. Each push button shall incorporate into its housing a legend to read, "Push Button for Cross Walk Warning Lights - Cross with Caution." A small light integral to the pushbutton or RRFB directed at and visible to pedestrians shall be provided to give confirmation that the RRFB is in operation.

For systems proposed without pushbuttons, a passive detection system shall be supplied to detect presence of pedestrians waiting to cross and activate the RRFB accordingly.

Wiring diagrams and manuals shall be supplied for all equipment installed as part of the system. Documentation shall involve instructions for setting up and troubleshooting all components in the system.

SP35-03 INSTALLATION

Contractor shall install the approved system per manufacturer's instructions. All work involved in the installation, including but not be limited to safety, traffic control, excavation, concrete construction, backfill, and restoration, shall comply with the various requirements of these Special Provisions, where applicable.

Upon completion, the system shall be subjected to a functional test for five (5) consecutive days conforming to Section SP27 of these Special Provisions. Contractor shall make all adjustments and repairs to deficiencies identified in the functional test. Contractor shall replace at his sole expense any and all parts of the entire system if it fails to operate as intended and as required by these Special Provisions.

Prior to acceptance of the Work, Contractor shall provide at least four (4) hours of training to City personnel on the basic programming and functions of the system, sufficient to allow operation of the system as intended.

SP35-04 WARRANTY

The entire RRFB system shall be warranted by its supplier for two (2) years from the date of installation.

SP35-05 MEASUREMENT AND PAYMENT

The Contract Lump Sum Price paid for "**Rectangular Rapid-Flash Beacon System**" shall be considered full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in supplying and installing a system complete in place, functioning as required and intended by these Special Provisions, and no additional payment shall be made therefor.

SPECIAL PROVISIONS SECTION SP-36**LANDSCAPING**
(BID ITEM NO. 43-44)**SP36-01 GENERAL**

The provisions of Section 20 "Landscaping" of the Technical Provisions of the Standard Specifications shall apply in their entirety except as modified or supplemented herein.

This work shall consist of, but is not necessarily limited to, furnishing all labor, materials, tools, and equipment required to furnish and install fencing and decomposed granite tree well surfacing.

SP36-02 DECOMPOSED GRANITE SURFACING

Decomposed Granite shall be California Gold Decomposed Granite Pathfines (Tan/Gold) available through Granite Construction Company 925-600-8311 or Felton Quarry 831-335-3445 or approved equal.

Gradation	
Sieve Size	Percent Passing
#4	85-100
#8	55-80
#30	30-45
#200	10-20

- 130 lbs per cubic foot maximum dry density
- Optimum moisture 8.8%

No less than 1/2" of new decomposed granite shall be laid in existing tree wells. Granite shall be wetted and tamped to compact.

SP36-03 SPLIT RAIL FENCE

Split Rail fence materials shall be as specified on the plans. Submit sample of post and rail to Engineer for approval prior to ordering materials.

Post hole drilling and installation of the posts and concrete backfill shall be coordinated so that post holes are left open a minimum amount of time. The bottom of holes shall be leaned such that no more than 2 inches of loose soil remains in the hole prior to placement of concrete.

SP36-04 MEASUREMENT AND PAYMENT

The Contract Price paid per square foot for "**Decomposed Granite Tree Well Backfill (2" Typical)**" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in constructing tree well surfacing, complete in place, as shown on the plans as specified in the Standard Specification and these Special Provisions, and as directed by the Engineer.

The Contract Price paid per linear foot for "**Split Rail Fence**" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in constructing the fence, complete in place, as shown on the plans as specified in the Standard Specification and these Special Provisions, and as directed by the Engineer.

APPENDIX A

**WASTE MANAGEMENT PLAN
AND
WASTE ASSESSMENT FORM**

WASTE ASSESSMENT FORM

(To be filled out and submitted to the Engineer before commencing demolition work)

The table below lists debris materials that are routinely generated during construction or demolition. Identify the materials that you estimate will be recycled, salvaged, or landfilled from your project site and the handling procedure, hauler and/or destination of each material type.

Material Type	Identify Materials (☑)			Handling Procedure, Hauler, or Final Destination of Material
	Recycle	Salvage	Landfill	
Asphalt				
Brick				
Concrete				
Dirt/Clean Fill				
Masonry				
Metals (steel, brass, aluminum, copper, etc.)				
Rock/Stone				
Vegetative Debris				
Wood/Lumber				
Other:				
Garbage				

Please sign and date attesting that the above information is true and correct to the best of your knowledge, that you acknowledge that 40% of your contract retention may be forfeited to the City for failure to meet the 50 percent diversion requirement, and that you are responsible for the actions of your subcontractors or other agents with regard to the diversion requirement.

CONTRACTOR NAME: _____

SIGNATURE: _____

DATE: _____

WASTE ASSESSMENT SUMMARY REPORT FORM

(To be filled out upon project completion)

Complete the table below by indicating what was actually done with all the C&D materials from the project and the quantities (by weight) that were recycled, salvaged, or landfilled. All C&D materials must be accounted for whether or not they were recycled or taken to the landfill. Attach receipts and weight tags from all recyclers and landfill locations identifying, 1) date, 2) project number, 3) material type, 4) if materials were recycled, salvaged, or landfilled, and 5) weight of load(s).

Material Type	Identify Materials (☐)			Handling Procedure, Hauler, or Final Destination of Material
	Recycle	Salvage	Landfill	
Asphalt				
Brick				
Concrete				
Dirt/Clean Fill				
Masonry				
Metals (steel, brass, aluminum, copper, etc.)				
Rock/Stone				
Vegetative Debris				
Wood/Lumber				
Other:				
Garbage				

Please sign and date attesting that the above information is true and correct to the best of your knowledge, that you acknowledge that 40% of your contract retention may be forfeited to the City for failure to meet the 50 percent diversion requirement.

CONTRACTOR NAME: _____

SIGNATURE: _____

DATE: _____

RECEIPT FOR MATERIALS RECYCLED

(To be filled out by receiver only if facility does not issue an itemized receipt)

Company or Individual Receiving Material: *(Business stamp is acceptable)*

Company:			
Address:			
City:			
Zip:			
Phone:			
Facility/Individual Type: <i>(Circle one)</i> Recycler Salvager End User			
Facility Attendant Signature: <i>(Required)</i>			

Construction/Demolition Company: *(Business stamp is acceptable)*

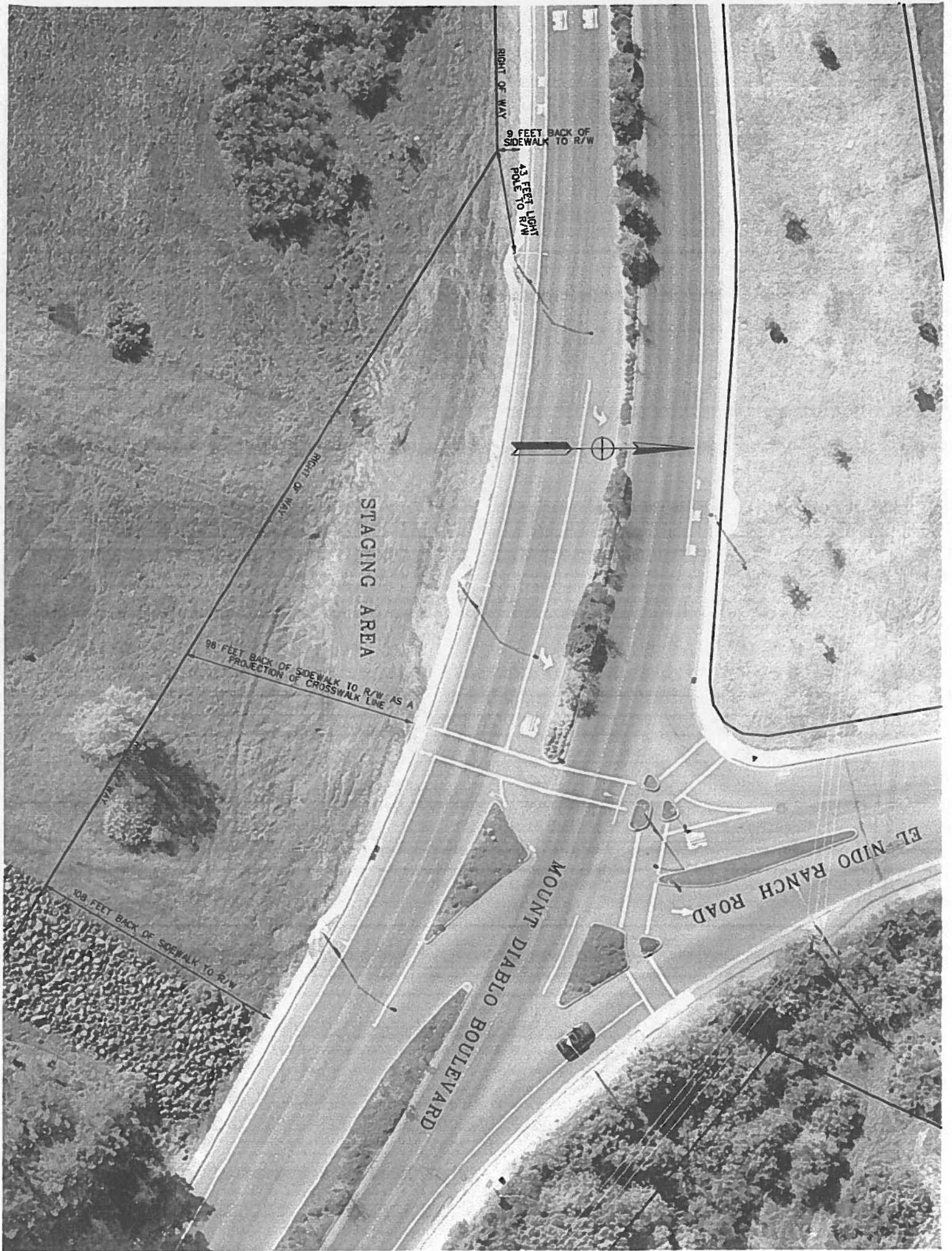
Company:	
Address:	
City:	
Zip:	
Phone:	Contact:

Materials Received:

Material Type	Amount <i>(specify in cubic yards, lbs, or tons)</i>	Cost <i>(or payment if applicable to service)</i>	Intended Use of Material Received <i>(circle one)</i>	Date Received or Picked Up
			Recycle Reuse Salvage Landfill	
			Recycle Reuse Salvage Landfill	
			Recycle Reuse Salvage Landfill	
			Recycle Reuse Salvage Landfill	

APPENDIX B

STAGING AREA LOCATION AND LIMITS



RIGHT OF WAY

9 FEET BACK OF SIDEWALK TO R/W

43 FEET LIGHT POLE TO R/W

STAGING AREA

RIGHT OF WAY

98 FEET BACK OF SIDEWALK TO R/W AS A PROJECTION OF CROSSWALK LINE

RIGHT OF WAY

108 FEET BACK OF SIDEWALK TO R/W

MOUNT DIABLO BOULEVARD

EL NIDO RANCH ROAD

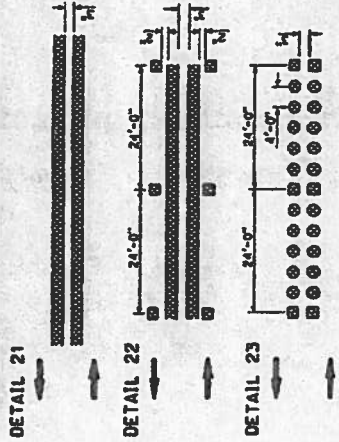
APPENDIX C

STANDARD PLANS

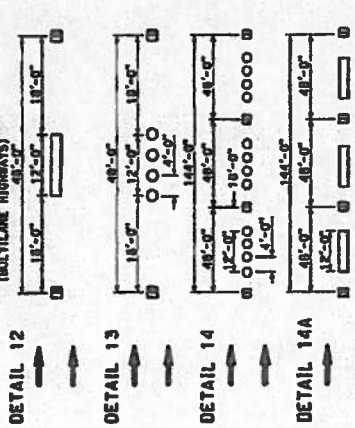
2010 STANDARD PLAN A20A

COUNTY ROUTE
 MAY 20, 2011
 RETIRED ENGINEER
 PROFESSIONAL ENGINEER
 LICENSE NO. 4423
 STATE OF CALIFORNIA
 CIVIL ENGINEER
 LICENSE NO. 4423

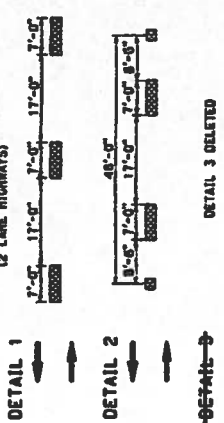
NO PASSING ZONES-TWO DIRECTION



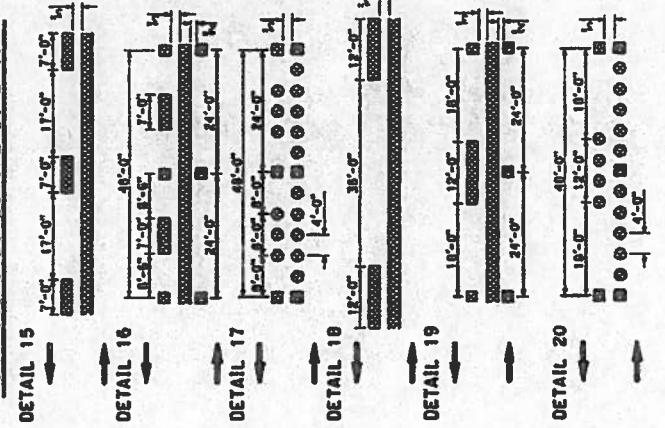
LANELINES (Cont)



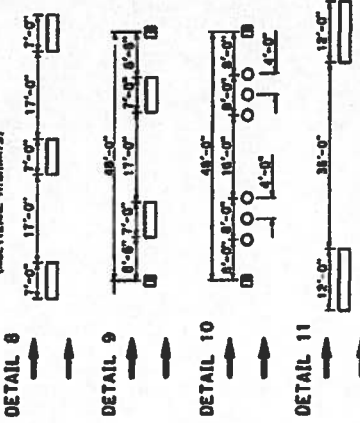
CENTERLINES (2 LANE HIGHWAYS)



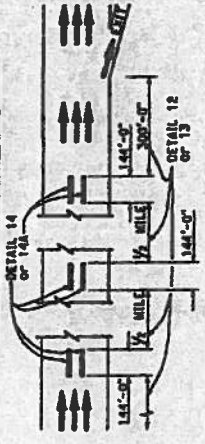
NO PASSING ZONES-ONE DIRECTION



LANELINES (MULTILANE HIGHWAYS)



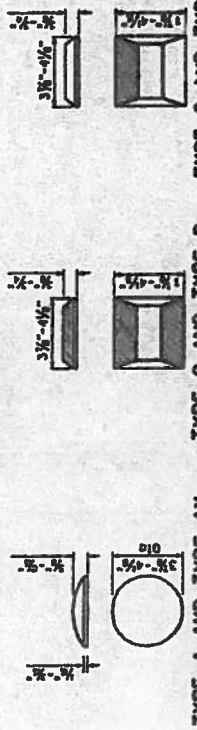
TYPICAL LANE LINE DELINEATION IN ADVANCE OF EXIT RAMP



- LEGEND**
- TYPE A WHITE NON-REFLECTIVE
 - ⊙ TYPE AY YELLOW NON-REFLECTIVE
 - ◻ TYPE C RED-CLEAR RETROREFLECTIVE
 - ◻ TYPE D TWO-WAY YELLOW RETROREFLECTIVE
 - ◻ TYPE G ONE-WAY CLEAR RETROREFLECTIVE
 - ◻ TYPE H ONE-WAY YELLOW RETROREFLECTIVE
- MARKERS**
- 4" WHITE
 - 4" YELLOW
- LINE**
- DIRECTION OF TRAVEL

NOTE
 Detail 14 is to be used in combination with Detail 13. Detail 14a is to be used in combination with Detail 12.

MARKER DETAILS



STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKERS AND TRAFFIC LINES
TYPICAL DETAILS

A20A

NO SCALE

Return to Table of Contents

COUNTY ROUTE
 MAY 20, 2011
 REGISTERED ENGINEER
 STATE OF CALIFORNIA
 PROFESSIONAL ENGINEER
 LICENSE NO. 51487
 DATE OF EXPIRATION 05/20/12

LEGEND

MARKERS
 TYPE AT YELLOW NON-REFLECTIVE
 TYPE D TOP-WAY YELLOW RETROREFLECTIVE
 TYPE H ONE-WAY YELLOW RETROREFLECTIVE

LINE
 4" WHITE
 4" YELLOW
 DIRECTION OF TRAVEL

MEDIAN ISLANDS

DETAIL 28
 DETAIL 29
 DETAIL 30

LEFT EDGELINES (DIVIDED HIGHWAYS)

DETAIL 24
 DETAIL 25
 DETAIL 25A
 DETAIL 26
 DETAIL 27

INTERSECTION TREATMENTS

DETAIL 34
 DETAIL 34A
 DETAIL 35
 DETAIL 35A

TWO-WAY LEFT TURN LINES

DETAIL 31
 DETAIL 32
 DETAIL 33

RIGHT EDGELINES

DETAIL 27A DELETED
 DETAIL 27B
 DETAIL 27C

MARKER DETAILS

TYPE AY
 TYPE D
 TYPE H
 RETROREFLECTIVE FACE

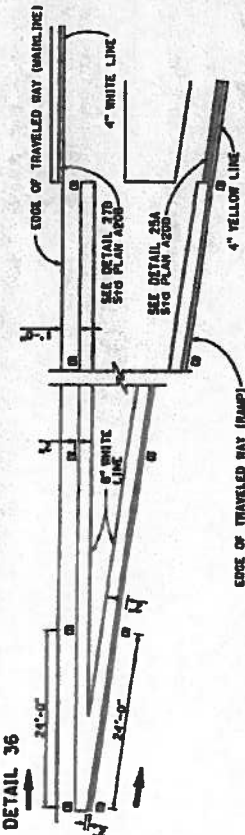
RIGHT EDGELINE EXTENSION THROUGH INTERSECTIONS

DETAIL 27C

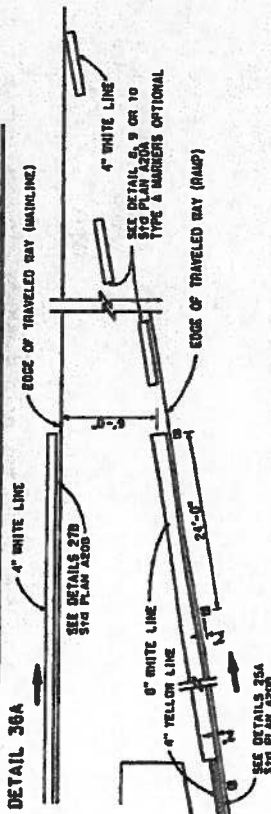
STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS
 NO SCALE
A20B

DISTRICT COUNTY ROUTE TOTAL MILES TRAVEL MILES
 MAY 20, 2011
 REVISIONS: CIVIL ENGINEER
 PLAN APPROVAL DATE
 BY TITLE OF OFFICER OF THE OFFICE
 FOR APPROVAL OF THE STATE BOARD OF SUPERVISORS
 (SEAL OF THE STATE BOARD OF SUPERVISORS)

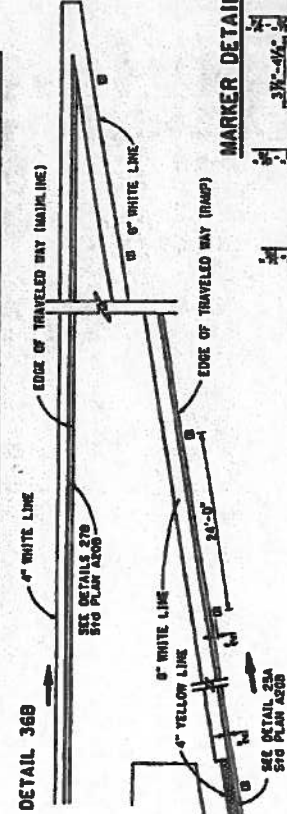
EXIT RAMP NEUTRAL AREA (CORE) TREATMENT



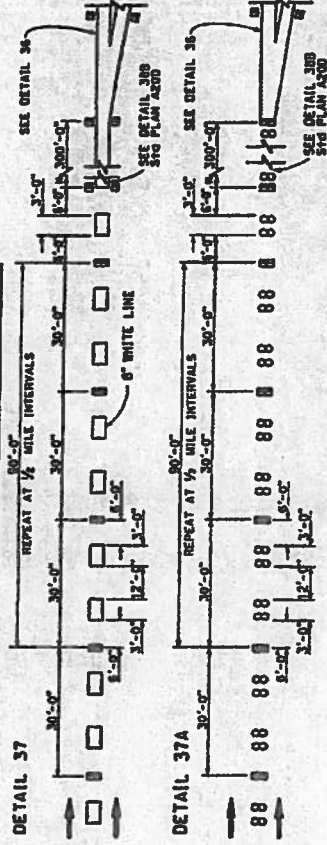
ENTRANCE RAMP NEUTRAL AREA (MERGE) TREATMENT



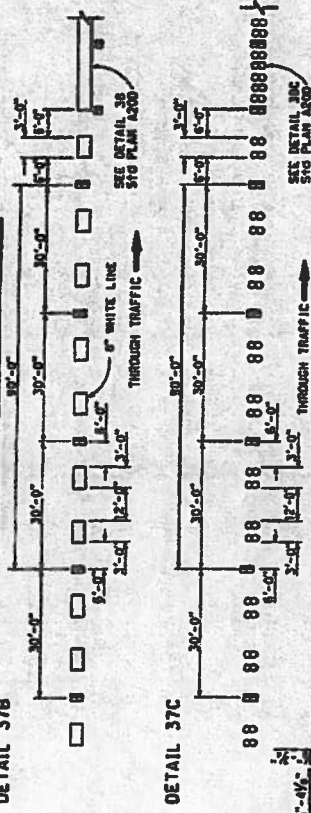
ENTRANCE RAMP NEUTRAL AREA (ACCELERATION LANE) TREATMENT



LANE DROP AT EXIT RAMP

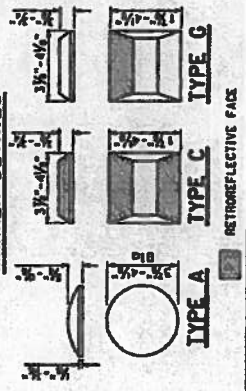


LANE DROP AT INTERSECTIONS



* The solid normalizing line shown may be omitted on short auxiliary lanes where weaving length is critical.

MARKER DETAILS



- LEGEND**
- MARKERS
 - TYPE A WHITE NON-REFLECTIVE
 - ◻ TYPE B WHITE NON-REFLECTIVE
 - ◻ TYPE C RED-CLEAR RETROREFLECTIVE
 - ◻ TYPE G ONE-WAY CLEAR RETROREFLECTIVE
 - DIRECTION OF TRAVEL

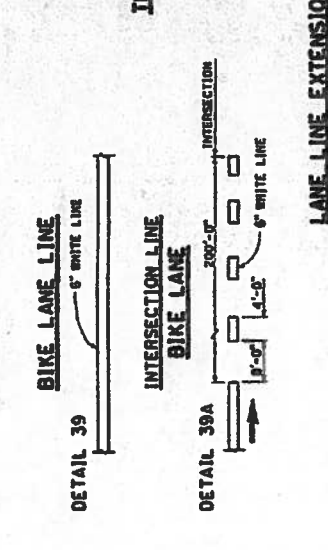
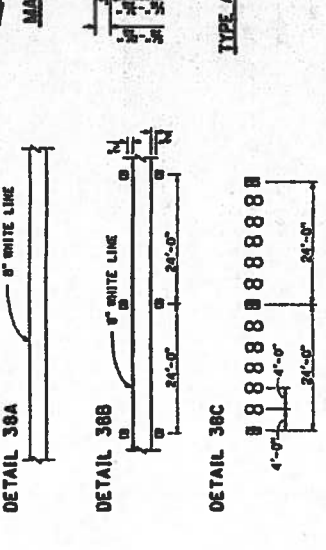
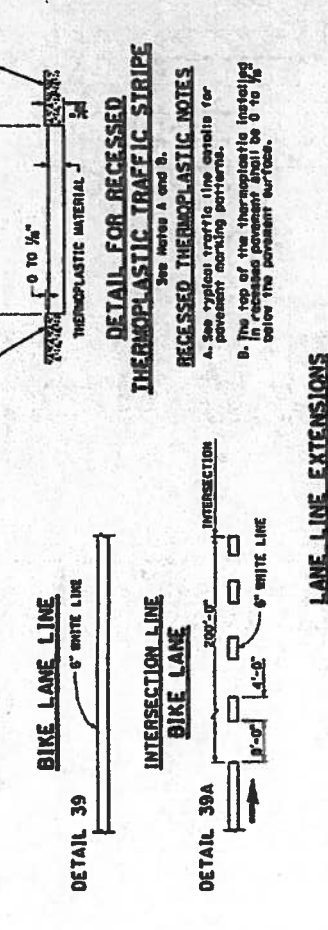
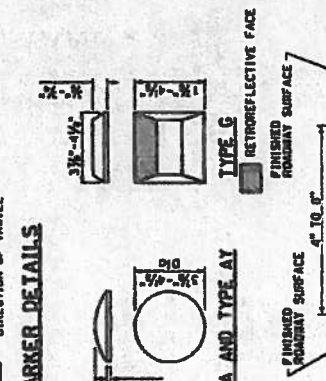
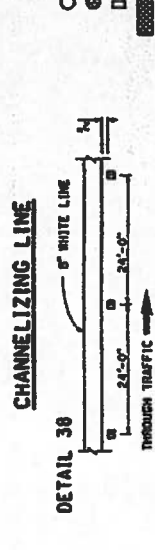
STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKERS
 AND TRAFFIC LINE
 TYPICAL DETAILS**
 NO SCALE

A20C

Return to Table of Contents

11/10 COUNTY ROAD 11/10 DESIGN, CONSTRUCTION AND MAINTENANCE
RECALCULATED
 MAY 20, 2011
 (Seal with date and signature)

LEGEND
MARKERS
 ○ TYPE A WHITE NON-REFLECTIVE
 ⊙ TYPE AT YELLOW NON-REFLECTIVE
 □ TYPE G ONE-WAY CLEAR RETROREFLECTIVE
 4" YELLOW LINE
 ← DIRECTION OF TRAVEL
MARKER DETAILS
 TYPE A AND TYPE AT
 TYPE G



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS
A20D
 NO SCALE
 RETURN TO TABLE OF CONTENTS

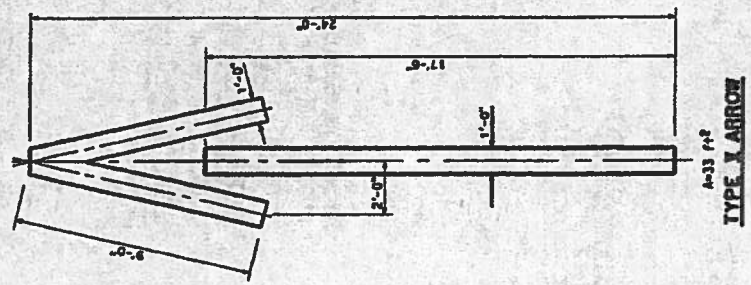
2010 STANDARD PLAN A24A

DIST COUNTY ROUTE TOTAL LENGTH PROJECT LENGTH

REGISTERED CIVIL ENGINEER

May 20, 2011

STATE OF CALIFORNIA
 DIVISION OF HIGHWAYS
 1515 MARKET STREET, SUITE 1400
 SACRAMENTO, CALIFORNIA 95834
 EXPIRES 05/20/2012

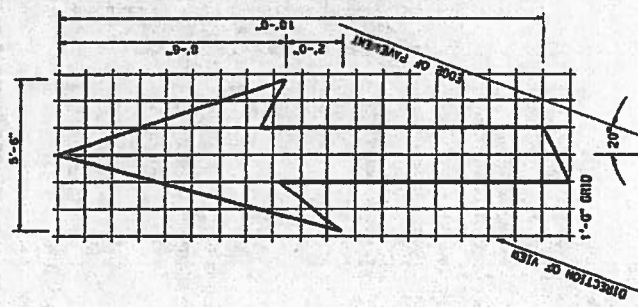
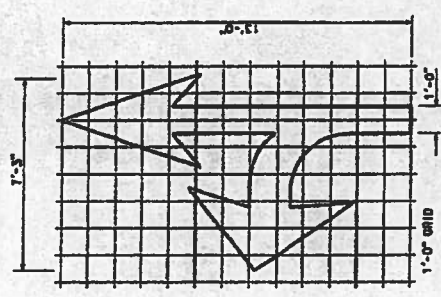
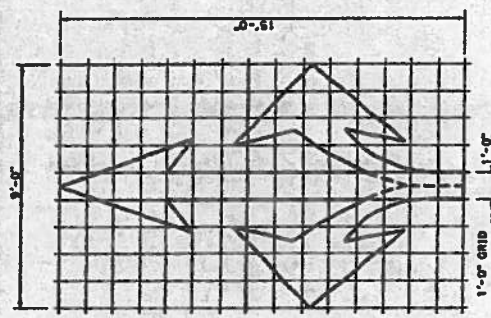


STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION

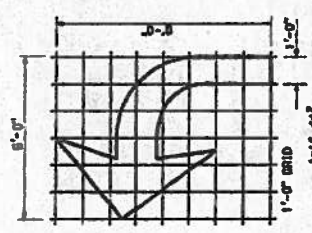
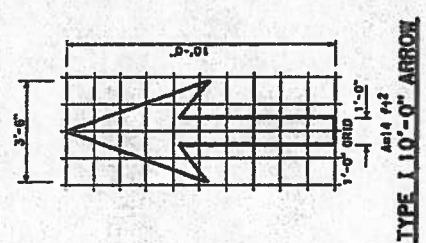
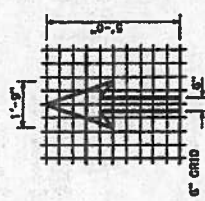
**PAVEMENT MARKINGS
 ARROWS**

NO SCALE

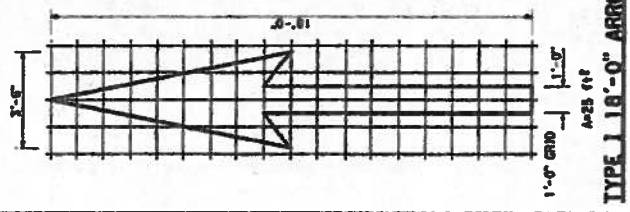
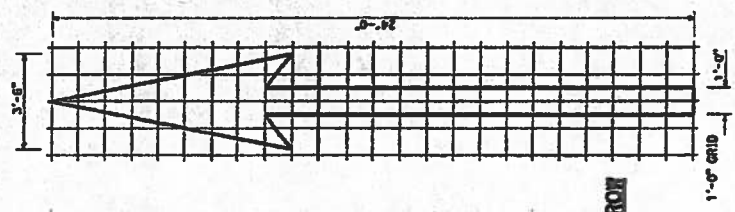
A24A



TYPE IX ARROW
Right lane drop arrow
(For left lane, use mirror image)



NOTE:
 minor variations in dimensions
 may be accepted by the Engineer.

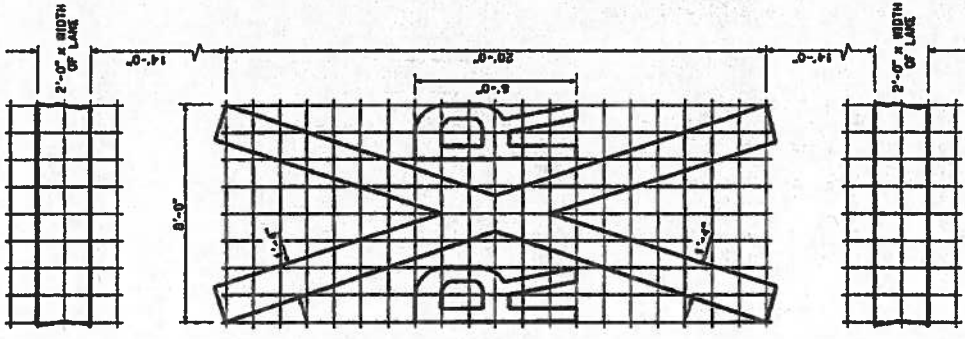


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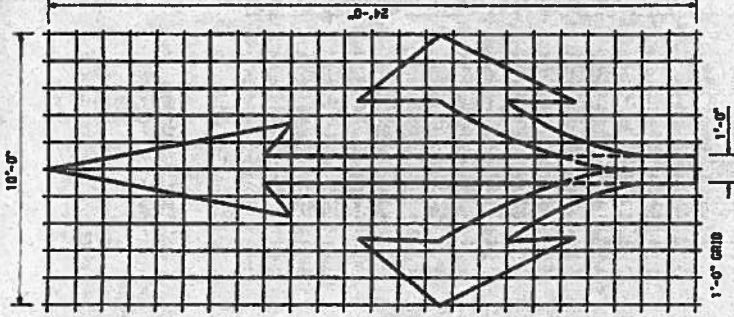
2010 STANDARD PLAN A24B

DIST. COUNTY ROUTE 1000' 100' 100' 100' 100'

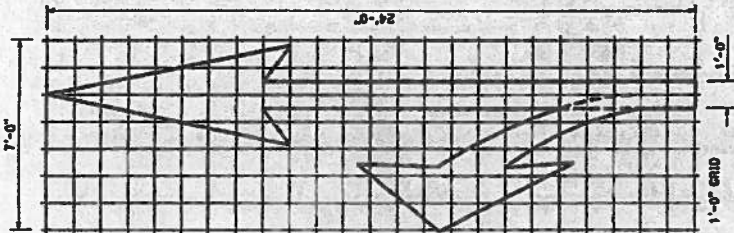
REGISTERED CIVIL ENGINEER
 May 20, 2011
 EXPIRES: 5/20/12
 STATE OF CALIFORNIA
 BOARD OF PROFESSIONAL ENGINEERS AND SURVEYORS
 REGISTERED CIVIL ENGINEER
 No. 45891



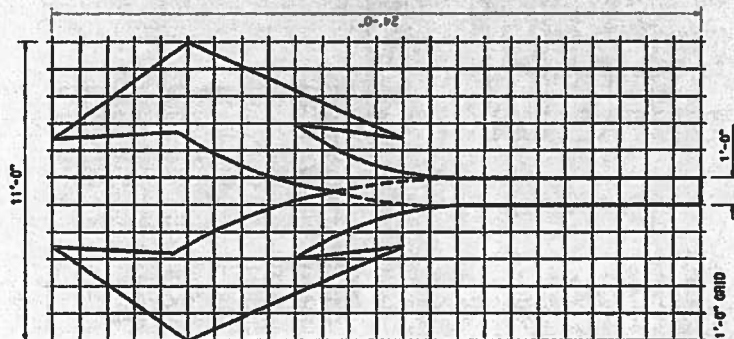
RAILROAD CROSSING SYMBOL
 * TO 1/2" does not include the 2'-0" x vertical *
 width (measure lines)



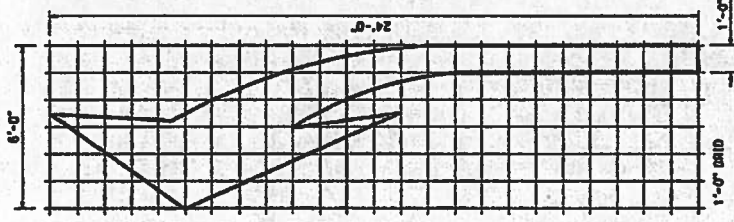
TYPE I (B) ARROW
 A=55 1/2"



TYPE II (L) ARROW
 A=45 1/2"
 (For Type II (R) use mirror image)



TYPE III (B) ARROW
 A=73 1/2"



TYPE III (L) ARROW
 A=42 1/2"
 (For Type III (R) use mirror image)

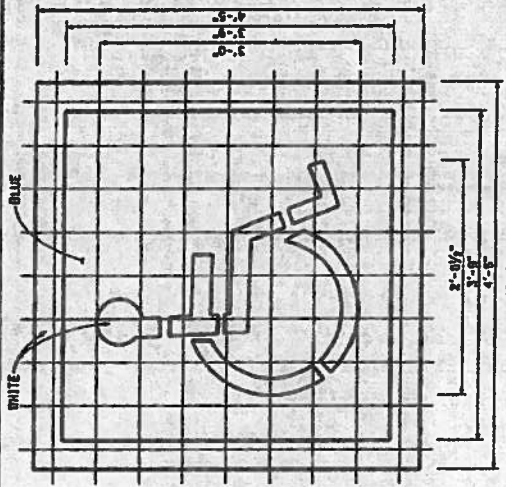
NOTE:
 Minor variations in dimensions may be accepted by the Engineer.

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
 ARROWS AND SYMBOLS**
 NO SCALE

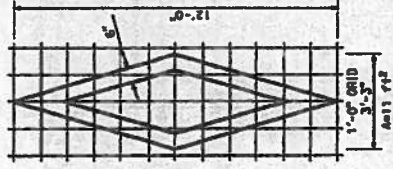
A24B

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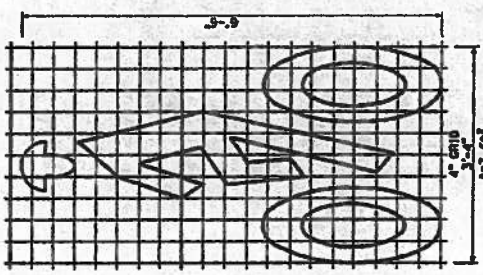
DISTRICT COUNTY NAME DATE PREPARED BY
 REGISTERED CIVIL ENGINEER
 May 20, 2011
 STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 1500 S. STANISLAUS AVENUE
 SACRAMENTO, CALIFORNIA 95834
 PHONE (916) 227-1500
 FAX (916) 227-1501
 WWW.CALTRANS.CA.GOV



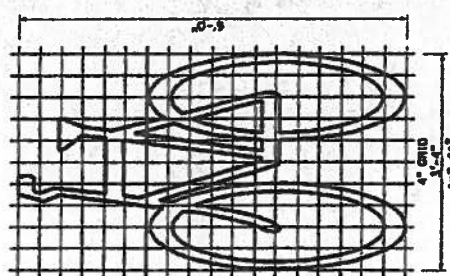
INTERNATIONAL SYMBOL OF ACCESSIBILITY (USA) MARKING



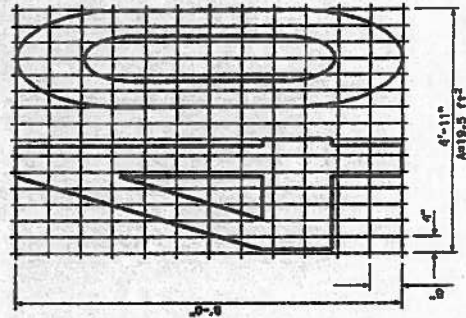
DIAMOND SYMBOL



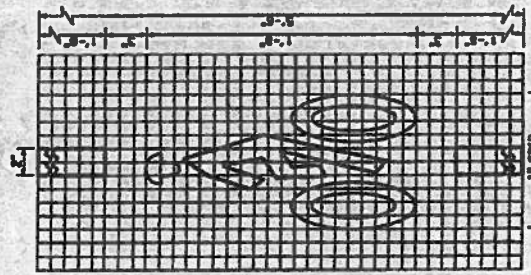
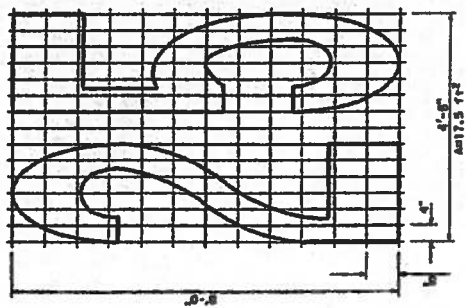
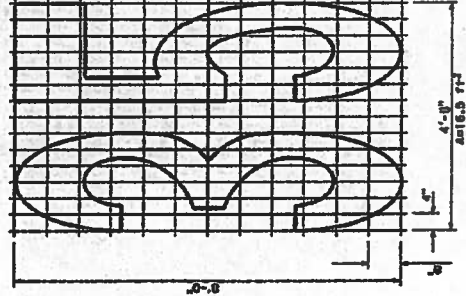
BIKE LANE SYMBOL WITH PERSON



BIKE LANE SYMBOL WITHOUT PERSON



NUMERALS



BICYCLE LOOP DETECTOR SYMBOL

NOTE:
Minor variations in dimensions may be accepted by the Engineer.

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
 SYMBOLS AND NUMERALS**
 NO SCALE
A24C

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2010 STANDARD PLAN A24D

COUNTY _____ DATE _____

REGISTERED ARCHITECT

May 20, 2011

PLANS APPROVAL DATE

NO. OF SHEETS _____ OF _____ SHEETS

PROJECT NO. _____

PROJECT NAME _____

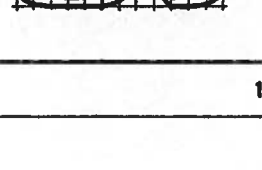
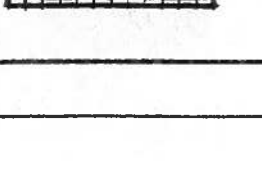
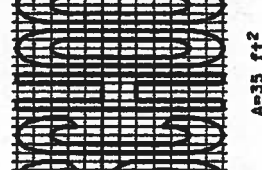
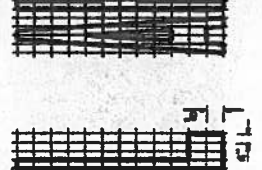
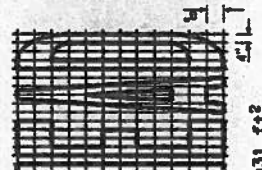
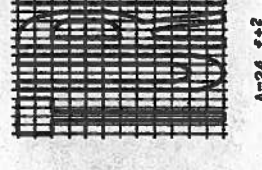
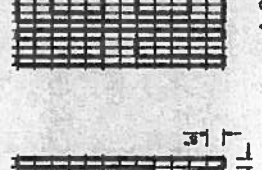
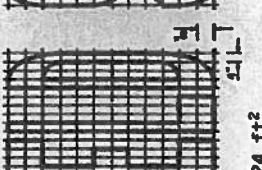
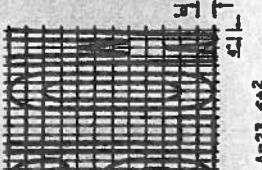
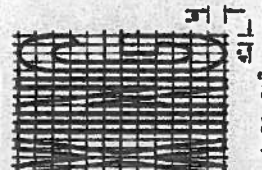
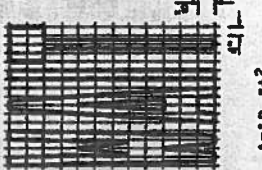
PROJECT LOCATION _____

PROJECT DESCRIPTION _____

PROJECT DRAWN BY _____

PROJECT CHECKED BY _____

PROJECT REVISIONS _____



NOTES

1. If a message consists of more than one word, it should read "1, 2, 3, 4," the first word should be nearest the driver.
2. The space between words should be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be expanded by connecting segments not to exceed 2" in width.

ITEM	ft ²	ITEM	ft ²	ITEM	ft ²
STOP	21	FIELD	24	SILE	3
AHEAD	31	SLOW	23	COMPACT	10
WAIT	19	SIGNAL	22	STOP	23
LANE	6	TURN	24	LEFT	19
RIGHT	26	HERE	24	VEHICLES	42

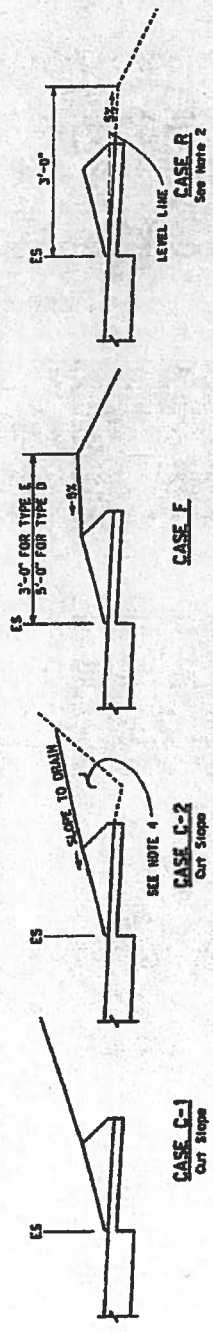
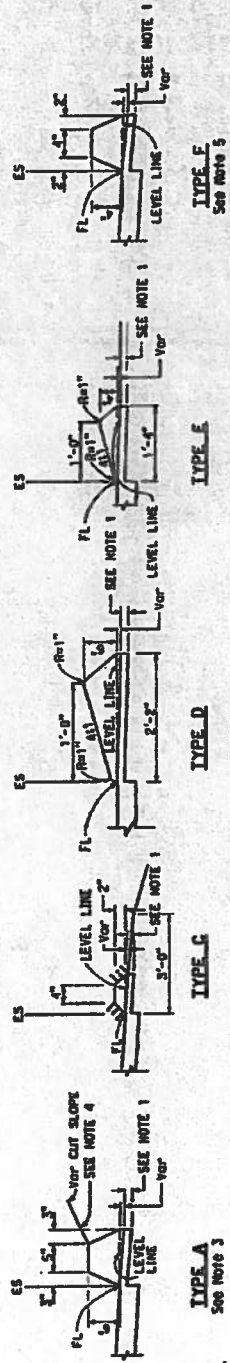
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKINGS
WORDS
NO SCALE

A24D

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DATE: _____ COUNTY: _____ ROUTE: _____ MILE: _____

REGISTERED PROFESSIONAL ENGINEER
 May 20, 2011
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS



TYPE D AND E BACKFILL DETAILS

DIKE QUANTITIES

TYPE	PER LINEAR FOOT	CUBIC YARDS
A	0.0135	
C	0.0030	
D	0.0203	
E	0.0130	
F	0.0066	

Quantities based on 32' cross slope.

- NOTES:**
- For HMA shoulders only, extend top layer of HMA placed on the shoulder under dike with no joint or the ES. For projects with OGC shoulders, do not extend OGC under dike. See project plans for modified dike detail.
 - Case R applies to retrofit only projects where restrictive conditions do not provide enough width for Case F backfill.
 - Type F dike only to be used where restrictive slope conditions do not provide enough width to use Type D or Type E dike.
 - Fill and compact with excavated material to top of dike.
 - Use Type F dike where dike is required with guard railing installations. See Standard Plan AT12 for dike positioning details.

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
HOT MIX ASPHALT DIKES
 NO SCALE

A87B

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2010 STANDARD PLAN A88A

COUNTY: DATE: PROJECT: SHEET NO.:

A. Paul Gable
REGISTERED CIVIL ENGINEER

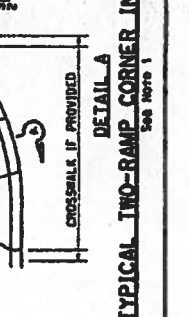
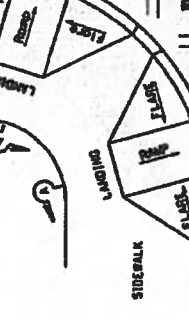
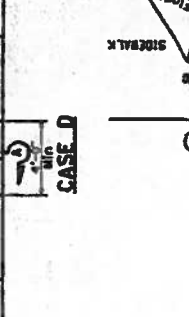
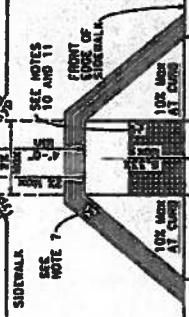
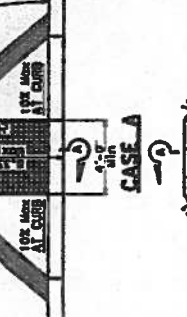
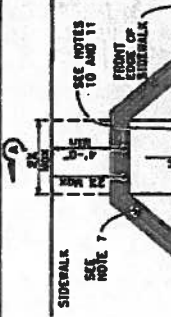
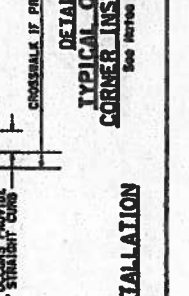
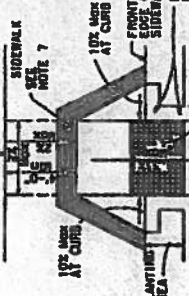
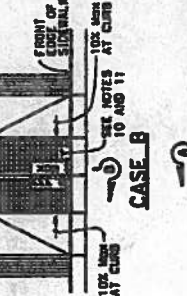
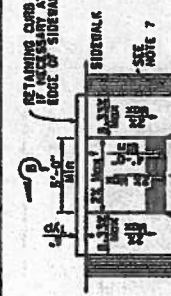
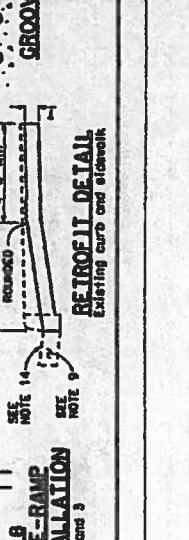
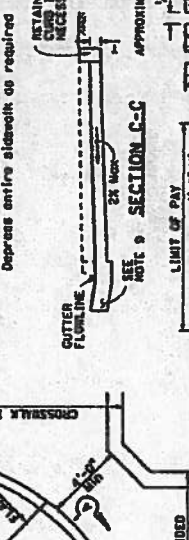
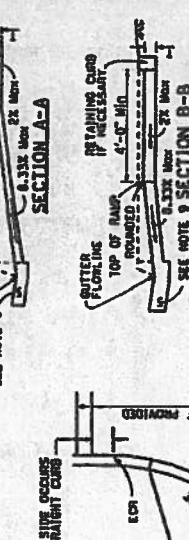
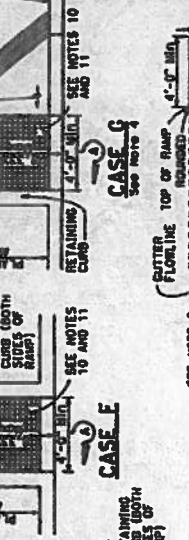
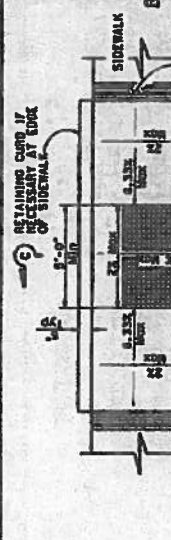
May 26, 2011
CITY OF LOS ANGELES
CIVIL ENGINEERING DIVISION
STREET LIGHTING SECTION
CITY OF LOS ANGELES
CIVIL ENGINEERING DIVISION
STREET LIGHTING SECTION



RAISED TRUNCATED DOME

NOTES:

1. As site conditions dictate, Case A through Case G curb ramps may be used for the curb ramp. The case of curb ramps used in Detail A do not have to be the same. Cases A through Case G curb ramps also may be used at mid block locations, as site conditions dictate.
2. If distance from curb to back of sidewalk is too short to accommodate ramp and 4'-0" platform (landing) as shown in Case A, the curb ramp shall be longitudinally as in Case B, or C or may be obtained as in Case G.
3. When ramp is located in center of curb return, crosswalk configuration must be similar to that shown for Detail B.
4. As site conditions dictate, the retaining curb, skin and the forced side of the case G ramp shall be constructed in reversed position.
5. If located on a curve, the slope of the ramp need not be parallel, but the minimum width of the ramp shall be 4'-0".
6. Side slope of ramp faces vary uniformly from a minimum of 10% of curb to conform with longitudinal sidewalk slope adjacent to top of the ramp, except in Case C and Case F.
7. The curb ramp shall be cuttied, as shown, with a 1'-0" wide border with 1/2" grooves approximately 3/4" on center. See grooving detail.
8. Transitions from ramps and landing to walks, gutters or streets shall be flush and free of abrupt changes.
9. Maximum slopes of adjoining gutters, the road surface immediately adjacent to the curb ramp or accessible curb shall not exceed 5 percent within 4'-0" of the top and bottom of the curb ramp.
10. Curb ramps shall have a detectable warning surface that conforms to the full width and 3'-0" depth of the ramp. Detectable Warning Surfaces shall conform to the depths on this plan and the requirements in the Special Provisions.
11. The edge of the detectable warning surface nearest the street shall be between 6" and 8" from the gutter finishing.
12. Stomach and ramp thickness, "T", shall be 3/4" minimum.
13. Utility pipe boxes, manholes, vaults and all other utility facilities adjacent to the curb ramp shall be relocated or protected as required to be made by the contractor prior to, or in conjunction with, curb ramp construction.
14. For specific conditions, removal and replacement of curb, upon will be at the Contractor's option, unless otherwise shown on project plans.



RAISED TRUNCATED DOME PATTERN (IN-LINE)
DETECTABLE WARNING SURFACE
See Note 10

GROOVING DETAIL
APPROXIMATELY 3/4\"/>

RETROFIT DETAIL
Existing curb and sidewalk
SEE NOTE 14
SEE NOTE 5

TYPICAL ONE-RAMP CORNER INSTALLATION
See Notes 1 and 3

TYPICAL TWO-RAMP CORNER INSTALLATION
See Note 1

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
CURB RAMP DETAILS
NO SCALE
A88A

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1911 COUNTY ROUTE 10111 COUNTY ROUTE 10111

W. Paul Cole
REGISTERED CIVIL ENGINEER

May 20, 2011
FLORIDA PROFESSIONAL SEAL
NO. 12456
EXPIRES 12/31/2012

FOR ASSESSMENT OF THE PROJECT AND FOR THE PREPARATION OF THE STANDARD PLAN A88B, THE ENGINEER HAS REVIEWED THE RECORD DRAWINGS AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARD PLAN A88B.

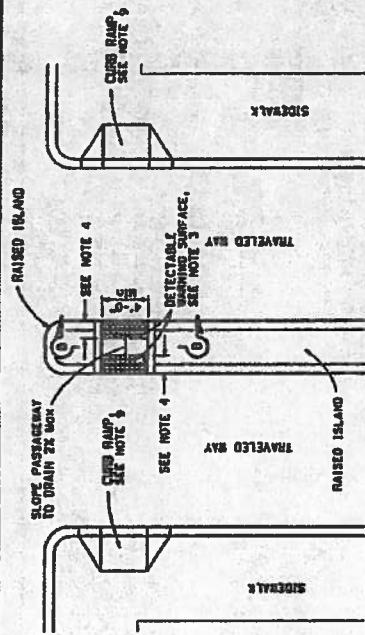
NOTES:

1. Sidewalk, ramp and passageway thickness, "T", shall be 3 1/2" minimum.
2. For details of grooving used with Case C on curb ramp, see Standard Plan A88A.
3. For details of detectable warning surfaces, see Standard Plan A88A.
4. Where on island passage way length is less than 6'-0" the detectable warning surface shall extend the full width and full depth of the passage way length. Where on island passage way length is greater than or equal to 6'-0" the detectable warning surface shall extend the full width and full depth of the passage way length. Where on island passage way length is greater than or equal to 6'-0" each detectable warning surface shall extend to 6'-0" each detectable depth of the passage way length, full width and 3'-0" depth.
5. For Case C curb ramp, the edge of the detectable warning surface shall be between 6" and 18" from the gutter line.
6. Transitions from ramps to sidewalks or streets shall be flush and free of curbs or bumps.
7. Maximum slopes of adjoining gutters, the road surface shall not exceed 5 percent within 4'-0" of the top and bottom of the curb ramp.
8. Utility cut boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp shall be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
9. For additional curb ramp details, see Standard Plan A88A.

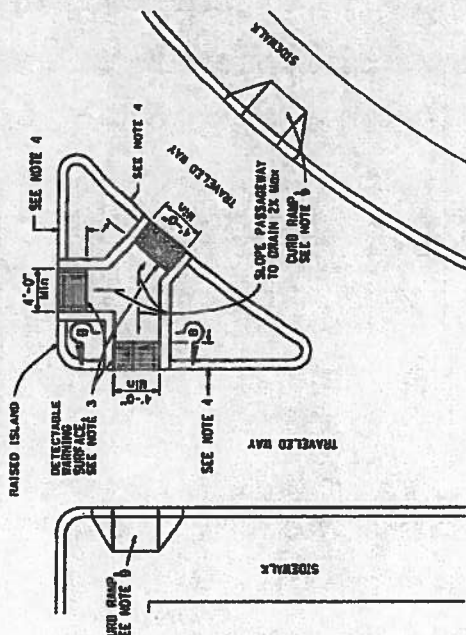
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

ISLAND PASSAGEWAY DETAILS
NO SCALE

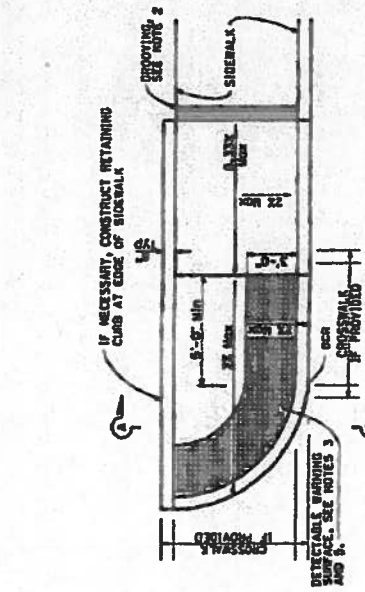
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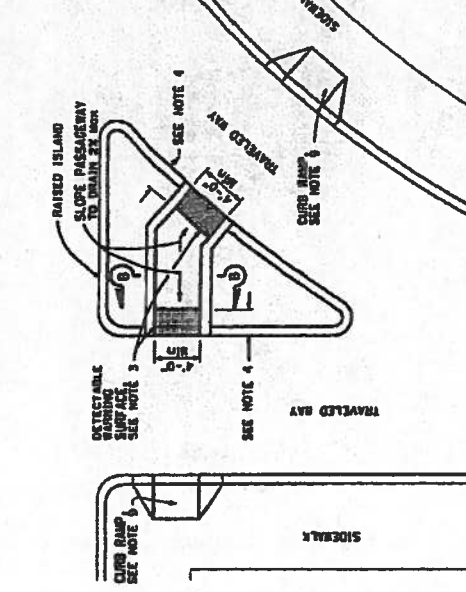
TYPE A PASSAGEWAY



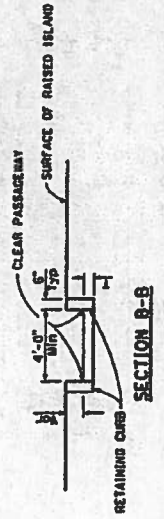
TYPE B PASSAGEWAY



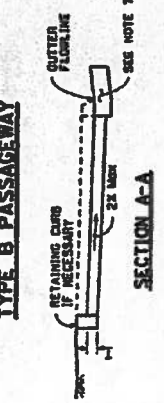
CASE C ON CURB RAMP



TYPE C PASSAGEWAY



SECTION B-B



SECTION A-A

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APPENDIX D

NOTIFICATION LETTER



City Council

Don Tatzin, Mayor
Brandt Andersson, Vice Mayor
Mike Anderson, Council Member
Mark Mitchell, Council Member
Traci Reilly, Council Member

Dear Lafayette Merchant and Resident:

_____, under contract with the City of Lafayette, will be performing maintenance repairs on Mount Diablo Boulevard from El Nido Ranch Road to Dolores Drive. Work consists of repairing damaged sections of curb, gutter, sidewalk and pavement; as well as constructing new curb, gutter, sidewalk and ramps; and seal-coating and restriping the road.

Work is scheduled to begin the week of _____, 2014, with anticipated completion at the end of _____, 2014. Weekly project schedule updates will be posted on the City's web site at <http://www.ci.lafayette.ca.us> (select "City Construction Projects" under the quick links on the Home page; then select "Public Works and Construction"; then select City Construction Projects; followed by Mount Diablo Boulevard West End Pavement Preservation Project, Project Number 014-9699; and lastly select Weekly Project Update).

The work will require periodic closing of vehicle travel lanes and on-street parking, and implementing temporary sidewalk detours. In general, the working hours will be 8:00 a.m. to 5:00 p.m. Monday through Friday, with lane closures occurring after 8:30 a.m. However, these hours may be extended for certain phases of work to accelerate the construction schedule. Emergency vehicles will be provided access at all times, and the contractor is required to diligently maintain access to all businesses and residences, except for short durations when work will directly impact access (e.g. repairs are being made to the pavement or sidewalk adjacent to driveways or walkway to front doors). You will again be notified regarding these instances when they arise. The contractor is required to keep existing parking spaces open and safe for public use to the extent allowed by on-going construction activity.

In order to provide the City and its residents with a better looking and longer lasting road, as well as provide the workers with a safe work environment, we ask that traffic and sidewalk closures be observed. During the pavement repair, crack seal, and seal-coating phases of work, one lane of the road in each direction of travel will be open to traffic. Barricades and traffic cones will be placed to prevent vehicles from entering the areas that are wet from seal coats. Please do not go around the traffic control devices; seal coats are tar-like substances that can splash onto the sides of vehicles as well as track onto other surfaces such as driveways and sidewalks if driven through or walked upon while wet. When necessary, simple dish soap and water will clean the area if caught before the oil has had time to dry. Otherwise we recommend a citrus solvent-type cleaner.

When parking lanes must be closed, notification and signs will be placed on the road at least 3 days prior to the start of the work. These signs will provide the dates when parking on the street will not be allowed. It is very important that our contractor's crews have access to the entire street. Please note that vehicles parked on the street blocking construction activities will be towed at the owners' expense. On street parking will be restricted for two days following the placement of the first seal coat in order to sweep excess loose rocks.

If you have any questions regarding these access restrictions, please contact me at (925) 299-3247.

Sincerely,
Matt Luttropp, Senior Engineer City of Lafayette

APPENDIX E

NOT USED

APPENDIX F

REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION PROJECTS

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

Special Provisions

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be

taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

Special Provisions

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their

representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be

necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is

being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an

Special Provisions

apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the

applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency

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has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a

person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification

set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause or default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The

knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these Instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant

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learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are goals for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)	
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8	
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6	
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9	
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6	
	7400 San Jose, CA CA Santa Clara, CA	19.6	
	7485 Santa Cruz, CA CA Santa Cruz	14.9	
	7500 Santa Rosa CA Sonoma	9.1	
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	17.1	
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2	
	177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo	16.1
		Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
178		Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus	12.3
	8120 Stockton, CA CA San Joaquin	24.3	
	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8	

179	Fresno-Bakersfield, CA	
	SMSA Counties:	19.1
	0680 Bakersfield, CA	
	CA Kern	26.1
180	2840 Fresno, CA	
	CA Fresno	23.6
	Non-SMSA Counties:	
	CA Kings; CA Madera; CA Tulare	
	Los Angeles, CA:	11.9
	SMSA Counties:	
0360 Anaheim-Santa Ana-Garden Grove, CA		
CA Orange	28.3	
4480 Los Angeles-Long Beach, CA		
CA Los Angeles	21.5	
6000 Oxnard-Simi Valley-Ventura, CA		
CA Ventura	19.0	
6780 Riverside-San Bernardino-Ontario, CA		
CA Riverside; CA San Bernardino	19.7	
7480 Santa Barbara-Santa Maria-Lompoc, CA		
CA Santa Barbara	24.6	
Non-SMSA Counties		
CA Inyo; CA Mono; CA San Luis Obispo		
181	San Diego, CA:	
	SMSA Counties	16.9
	7320 San Diego, CA	
	CA San Diego	18.2
Non-SMSA Counties		
CA Imperial		

For each July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

12. FEDERAL TRAINEE PROGRAM

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

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City/County of _____:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the City/County's of _____ approval for this submitted information before you start work. The City/County of _____ credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the your equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by

the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of _____ reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
 - Contribute to the cost of the training
 - Provide the instruction to the apprentice or trainee
 - Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

13. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- (1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- (4) **Information and Reports**: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- (5) **Sanctions for Noncompliance**: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) **Incorporation of Provisions**: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

APPENDIX G

City of Lafayette Quality Assurance Program (QAP)

QUALITY ASSURANCE PROGRAM (QAP)

AGENCY: City of Lafayette

The purpose of this program is to provide assurance that the materials incorporated into the construction projects are in conformance with the contract specifications. This program should be updated every five years or more frequent if there are changes of the testing frequencies or to the tests themselves. To accomplish this purpose, the following terms and definitions will be used:

DEFINITION OF TERMS

- **Acceptance Testing (AT)** – Sampling and testing, or inspection, to determine the degree of compliance with contract requirements.
- **Independent Assurance Program (IAP)** – Verification that AT is being formed correctly by qualified testers and laboratories.
- **Quality Assurance Program (QAP)** – A sampling and testing program that will provide assurance that the materials and workmanship incorporated into the construction project are in conformance with the contract specifications. The main elements of a QAP are the AT, and IAP.
- **Source Inspection** – AT of manufactured and prefabricated materials at locations other than the job site, generally at the manufactured location.

MATERIALS LABORATORY

The AGENCY will use a private consultant materials laboratory to perform AT on Federal-aid or other designated projects. The materials laboratory shall be under the responsible management of a California registered Engineer with experience in sampling, inspection and testing of construction materials. The Engineer shall certify the results of all tests performed by laboratory personnel under the Engineer's supervision. The materials laboratory shall contain certified test equipment capable of performing the tests confirming to the provisions of this QAP.

The materials laboratory used shall provide documentation that the laboratory complies with the following procedures:

1. **Correlation Testing Program** – The materials laboratory shall be a participant in one or more of the following testing programs:
 - a. AASHTO Materials Reference Laboratory (AMRL)
 - b. Cement and Concrete Reference Laboratory (CCRL)
 - c. Caltrans' Reference Samples Program (RSP).
2. **Certification of Personnel** – The materials laboratory shall employ personnel who are certified by one or more of the following:
 - a. Caltrans District Materials Engineer
 - b. Nationally recognized non-Caltrans organizations such as the American Concrete Institute, Asphalt Institute, National Institute of Certification of Engineering Technologies, etc.
 - c. Other recognized organizations approved by the State of California and/or recognized by local governments or private associations.
3. **Laboratory and Testing Equipment** – The materials laboratory shall only use laboratory and testing equipment that is in good working order. All such equipment shall be calibrated at least once each year. All testing equipment must be calibrated by impartial means using devices of accuracy traceable to the National Institute of Standards and Technology. A decal shall be firmly affixed to each piece of equipment showing the date of the last calibration.

ACCEPTANCE TESTING (AT)

AT will be performed by a materials laboratory certified to perform the required tests. The tests results will be used to ensure that all materials incorporated into the project are in compliance with the contract specifications.

Testing methods will be in accordance with the CT Methods or a national recognized standard (i.e., AASHTO, ASTM, etc.).

Sample locations and frequencies may be in accordance with the contract specifications. If not so specified in the contract specifications, samples shall be taken at the locations and frequencies as shown in Appendix A, "Acceptance Sampling and Testing Frequencies" of this QAP Manual.

INDEPENDENT ASSURANCE PROGRAM (IAP)

Poor correlation between acceptance tester's results and other test results may indicate probable deficiencies with the acceptance sampling and testing procedures. In cases of unresolved discrepancies, a complete review of AT shall be performed by IAP personnel, or an independent materials laboratory chosen by the Agency. IAP samples and tests are not be used for determining compliance with contract requirements. Compliance with contract requirements is determined only by AT.

IAP shall be provided by personnel from Caltrans or consultant's certified materials laboratory. IAP will be used to verify that sampling and testing procedures are being performed properly and that all testing equipment is in good condition and property calibrated.

IAP personnel shall be certified in all required testing procedures, as part of IAP, and shall not be involved in any aspect of AT.

IAP shall be performed on every type of materials test required for the project. Proficiency tests shall be performed on Sieve Analysis, Sand Equivalent, and Cleanness Value tests. All other types of IAP shall be witness tests.

REPORTING ACCEPTANCE TESTING RESULTS

The following are time periods for reporting material test results to the Resident Engineer:

- When the aggregate is sampled at material plants, test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 24 hours after sampling.
- When materials are sampled at the job site, test results for compaction and maximum density should be submitted to the Resident Engineer within 24 hours after sampling.
- When soils and aggregates are sampled at the job site:
 1. Test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 72 hours after sampling.
 2. Test results for "R" Value and asphalt concrete extraction should be submitted to the Resident Engineer within 96 hours after sampling.

When sampling products such as Portland Cement Concrete (PCC), cement-treated base (CTB), hot mix asphalt (HMA), and other such materials, the time of such sampling shall be varied with respect to the time of the day insofar as possible, in order to avoid a predictable sampling routine. The reporting of AT results, if not performed by the Resident Engineer's staff, shall be done on an expedited basis such as by fax, email, or telephone.

TESTING OF MANUFACTURED MATERIALS

During the Design phase of the project, the Project Engineer may submit a "Source Inspection Report" (see Attachment #2 - Exhibit 16-V of the Caltrans LAPM) to the Agency, consultant, or Caltrans for inspection and testing of manufactured and prefabricated materials by their materials laboratory. Materials that can be typically accepted on the basis of certificates of compliance are shown in Appendix A, "Acceptance Sampling and Testing Frequencies" of this QAP Manual.

For Federal-aid projects on the National Highway System (NHS), Caltrans will assist in certifying the materials laboratory, and the acceptance samplers and testers. For Federal-aid projects off the NHS, Caltrans may be able to assist in certifying the materials laboratory, and the acceptance samplers and testers.

PROJECT CERTIFICATION

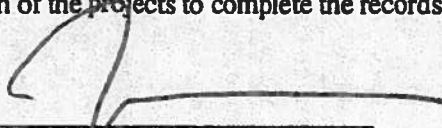
Upon completion of a Federal-aid project, a "Materials Certificate" shall be completed by the Resident Engineer. The Agency shall include a "Materials Certificate" in the Report of Expenditures submitted to the Caltrans District Director, Attention: District Local Assistance Engineer. A copy of the "Materials Certificate" shall also be included in the Agency's construction records. The Resident Engineer in charge of the construction function for the Agency shall sign the certificate. All materials incorporated into the work which did not conform to specifications must be explained and justified on the "Materials Certification", including changes by virtue of contract change orders.

RECORDS

All material records of samples and tests, material releases and certificates of compliance for the construction project shall be incorporated into the Resident Engineer's project file. If a Federal-aid project:

- The files shall be organized as described in Section 16.8 "Project Files" of the Local Assistance Procedures Manual.
- It is recommended that the complete project file be available at a single location for inspection by Caltrans and Federal Highway Administration (FHWA) personnel.
- The project files shall be available for at least three years following the date of final project voucher.

When two or more projects are being furnished with identical materials simultaneously from the same plant, it is not necessary to take separate samples or perform separate tests for each project; however, copies of the test reports are to be provided for each of the projects to complete the records.

APPROVED BY:  48930 9/30/2012
(Signature) (CE# and Expiration Date)

NAME: Tony Coe **DATE:** 12/21/2011

TITLE: Engineering Services Manager, City of Lafayette

Appendix A – Acceptance Sampling and Testing Frequencies

Materials to be sampled or tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Comments
Cement/Fly Ash		Accept based on Certificate of Compliance.		
Cement		Accept based on Certificate of Compliance.		
Aggregate for Hydraulic Cement Concrete	50-lb. sample	One sample for each 1,000 CY of PCC/HCC concrete. If less than 1,000 CY then accept based on Certificate of Compliance.	ASTM D75 CT 125 AASHTO M6, T2, M80	Sample aggregate randomly from belt or hopper.
Water for Concrete		Accept based on Certificate of Compliance or Test Results.		Chlorides and Sulfates must be less than 1%.
Air Entraining Admixture		Accept based on Certificate of Compliance.		
Water Reducers or Set Retarders		Accept based on Certificate of Compliance.		
Freshly Mixed Concrete	Approx. 150 lb. or 1 CF near mixer discharge	If total job quantity is less than 500 CY, then accept based on Certificate of Compliance. If job is greater than 500 CY, test at least one sample per job.	ASTM C172, C685, CT 539, AASHTO T141, M157	Describes sampling method.
Freshly Mixed Concrete	Approx. 150 lb. or 1 CF near mixer discharge	If total job quantity is less than 500 CY, then accept based on Certificate of Compliance if job is greater than 500 CY, test at least one sample per job.	ASTM C143, AASHTO T119, ACI 318-08	Determines slump.
Freshly Mixed Concrete	Approx. 150 lb. or 1 CF near mixer discharge	If total job quantity is less than 500 CY, then accept based on Certificate of Compliance. if job is greater than 500 CY, test at least one sample per job.	ASTM C231, CT 504, AASHTO T121, ACI 318-08	Determines air content (pressure method).

Appendix A – Acceptance Sampling and Testing Frequencies

Portland Cement Concrete (Hydraulic Cement Concrete)

Materials to be sampled or tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Comments
Freshly Mixed Concrete	Approx. 150 lb. or 1 CF near mixer discharge	If total job quantity is less than 500 CY, then accept based on Certificate of Compliance. If job is greater than 500 CY, test at least one sample per job.	ASTM C138, CT 518, AASHTO T121	Determines unit weight.
Freshly Mixed Concrete	Approx. 150 lb. or 1 CF near mixer discharge	Fabricate at least two concrete cylinders. Test for compressive strength at least once per each 500 to 1,000 CY.	ASTM C39, CT 521, AASHTO T22	Determines compressive strength.

Soils and Aggregates

Materials to be sampled or tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Comments
Soils and Aggregates		Accept based on Certificate of Compliance except for nuclear gage field testing and associated laboratory tests.		
Soils and Aggregates	Test random locations for every 2500 SF and collect one 5-gallon bucket for source curve	One sample for every 500 to 1,000 tons of material placed and at least one sample per project.	ASTM D6938, D2922, CT 231, AASHTO T239	Determines field density and moisture using the nuclear gage.
Soils and Aggregates	Collect one 5-gallon bucket for source curve.	One sample for every 500 to 1,000 tons of material placed and at least one sample per project.	ASTM D1557	Moisture/Density curve for compaction results.

Appendix A – Acceptance Sampling and Testing Frequencies

Asphalt and Asphalt Concrete

Materials to be sampled or tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Comments
Asphalt Binder		Accept based on Certificate of Compliance.		
Emulsified Asphalt		Accept based on Certificate of Compliance.		
Geotextile Fabric (placed under asphalt concrete)		Accept based on Certificate of Compliance.		
Asphalt Concrete	Cores (size as required by laboratory) and/or in-situ testing with nuclear gage	One sample/test per street if street is greater than 500 feet in length. If street is less than 500 feet long, no sample is required.	ASTM D1188, D1560, D1561, CT304, AASHTO T246, T247	Determines field density or air voids of compacted bituminous mixture.
Asphalt Concrete	Cores (size as required by laboratory)	One sample/test per street if street is greater than 500 feet in length. If street is less than 500 feet long, no sample is required.	CT 308A BSG of field cores, ASTM D2726, D1188, D5361	Calculate compaction based on average of all field cores.
Asphalt concrete	Approx. 30-lb. sample	One sample for every 1,000 tons of asphalt concrete.	CT 309, ASTM D1188, D1560, D1561, D5361, CT 304, AASHTO T246, T247	Determines laboratory density and relative compaction of asphalt concrete.
Asphalt concrete	Approx. 30-lb. sample	One sample for every 1,000 tons of asphalt concrete.	CT 202/382, ASTM C117, D2172 (use method B), AASHTO T164	Sieve analysis of ignited aggregate.
Asphalt concrete	Approx. 10-lb. sample	One sample for every 1,000 tons of asphalt concrete.	CT 366, ASTM D1560, D1561, AASHTO T246, T247	Determines the stability value of asphalt concrete.
Slurry Seals	One 0.5-gallon sample in a clean plastic container.	One sample per truck.	CT 125, ASTM D979, AASHTO T40, T168	Describes procedure for sampling the slurry seal.
Aggregate for Slurry Seals		Accept based on Certificate of Compliance.		

Appendix A – Acceptance Sampling and Testing Frequencies

Steel

Materials to be sampled or tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Comments
Steel Strand and Rebar		Accept based on Certificate of Compliance.		