

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

2015 SURFACE SEAL PROJECT

City Project No. 014-9705

Bid Opening Date
Thursday, April 30, 2015, 2:00 p.m.

TABLE OF CONTENTS

	<u>Page No.</u>
NOTICE TO CONTRACTORS	N-1
BID PROPOSAL	P-1
BID SCHEDULE	P-2
NONCOLLUSION DECLARATION	P-5
PROPOSAL GUARANTEE “BID BOND” WITH NOTORIZED SHEETS	P-6
PROPOSAL SIGNATURE SHEET.....	P-7
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION.....	P-8
CONTRACT AGREEMENT FOR CONSTRUCTION	C-1
PAYMENT BOND.....	C-5
PERFORMANCE BOND.....	C-6
SPECIAL PROVISIONS	
SECTION SP 1 – GENERAL.....	S1
SECTION SP 2 – NOT USED	
SECTION SP 3 – CONTRACT BONDS	S2
SECTION SP 4 – PLANS AND SPECIFICATIONS (GENERAL)	S2
SECTION SP 5 – CONTROL OF WORK AND MATERIALS	S3
SECTION SP 6 – LEGAL RELATIONS AND RESPONSIBILITIES.....	S7
SECTION SP 7 – EXISTING UTILITIES	S8
SECTION SP 8 – PROGRESS OF WORK	S9
SECTION SP 9 THRU 12– NOT USED	
SECTION SP 13– MOBILIZATION	S11
SECTION SP 14– TRAFFIC CONTROL.....	S13
SECTION SP 15– DUST CONTROL	S15
SECTION SP 16– CLEARING & GRUBBING, TREE TRIMMING AND PROTECTION.....	S16
SECTION SP 17– EXISTING HIGHWAY FACILITIES.....	S17
SECTION SP 18– AGGREGATE BASE	S18
SECTION SP 19– PAVEMENT REPAIR.....	S19
SECTION SP 20– CRACK SEALING	S20
SECTION SP 21– SEAL COATS	S21

SECTION SP 22– ASPHALT BERMS23
SECTION SP 23 THRU 25– NOT USED
SECTION SP 26– TEMPORARY PAVEMENT DELINEATION.....S24
SECTION SP 27– PAVEMENT STRIPING, MARKERS AND DELINEATIONS25

- APPENDIX A: STANDARD PLANS**
- APPENDIX B: WASTE MANAGEMENT PLAN AND WASTE ASSESSMENT FORM**
- APPENDIX C: STAGING AREA LOCATION AND LIMITS**
- APPENDIX D: PROJECT MAPS**
- APPENDIX E: RESIDENT NOTIFICATION LETTER**
- APPENDIX F: PROJECT NOTIFICATION SIGNS**

NOTICE TO CONTRACTORS

Sealed proposals will be accepted at the office of the City Clerk, 3675 Mt. Diablo Boulevard, Suite 210, Lafayette, California until 2:00 P.M., Thursday, April 30, 2015, at which time they will be publicly opened and read, for: Construction of **2015 Surface Seal Project, Project No. 014-9705**, including, but not limited to: mobilization; traffic control and construction signage; clearing and grubbing including tree trimming; traffic striping, marking and marker removal; removal and replacement of asphalt berm; construction of asphalt concrete pavement repairs; crack seal; rubberized chip seal; slurry seal or micro-surfacing; 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 for is \$240,000.

Contract documents, including the plans and specifications, may be obtained at the City of Lafayette Engineering Services Division. The cost of bid documents is \$10 per set. The cost of mailing is an additional \$7. A link to electronic bid documents may be obtained free of charge by contacting the Engineering Department at (925) 284-1951.

This project shall be constructed in accordance with the March 2013 Edition of the City of Lafayette Standard Specifications, which may be obtained at the City of Lafayette Engineering Services Division. The cost of the Standard Specifications is \$15 per set. The cost of mailing is an additional \$7.

Bids shall be submitted in a sealed envelope titled "**Proposal: 2015 Surface Seal Project, Project No. 014-9705**".

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

The City Council has ascertained the General Prevailing Rates of Wages 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 thirty (30) working days. Bidder's attention is directed to the schedule stated in Section SP-8 of the Special Provisions.

Questions regarding the project plans or specifications may be directed to Tony Coe, City Engineer's Office, (925) 299-3203.

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 "Public Works and Construction" under "Quick Links" on the homepage). Or you may contact the Engineering Department at (925) 284-1951.

CITY OF LAFAYETTE

Date: 27-Mar-2015

By: 
Tony Coe, City Engineer

**CITY OF LAFAYETTE
CALIFORNIA**

BID PROPOSAL

**2015 SURFACE SEAL PROJECT
PROJECT NO. 014-9705**

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.

o o o

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

**CITY OF LAFAYETTE
2015 SURFACE SEAL PROJECT
PROJECT NO. 014-9705**

BID SCHEDULE

BASE BID

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization (SP-13)	1	LS		
2	Project Identification and Information Signs (SP-13)	1	LS		
3	Construction Area Signs (SP-13)	1	LS		
4	Traffic Control (SP-14)	1	LS		
5	Clearing and Grubbing, Tree Trimming, and Tree Protection (SP-16)	1	LS		
6	Remove and Replace Asphalt Berm (SP-17 & SP-22)	390	LF		
7	Pavement Repair (6-Inch) (SP-19)	7,340	SF		
8	Crack Seal (SP-20)	1	LS		
9	Micro-Surfacing, Type II (SP-21)	25,640	SY		
10	Rubberized Chip Seal (SP-21)	10,470	SY		
11	Remove Existing Pavement Markers and Thermoplastic Stripes and Legends (SP-17)	1	LS		
12	Temporary Pavement Delineation (SP-26)	1	LS		
13	Install Thermoplastic Legends and Markings (SP-27)	470	SF		
14	Install 12" Thermoplastic Stripe (White or Yellow) (SP-27)	1,110	LF		
15	Install Detail 23 (Double Yellow Centerline) (SP-27)	2,150	LF		
16	Install Detail 27B (4" Thermoplastic White Stripe) (SP-27)	3,815	LF		
17	Install Two-Way Reflective Pavement Markers (Blue) (SP-27)	10	EA		
TOTAL BASE BID					

BID ALTERNATE

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
9A	Slurry Seal (SP-21)	25,640	SY		

Attention Bidders:

Bidders shall complete both the "Base Bid" and "Bid Alternate" in order to submit a responsive bid. The contract will be awarded on the basis of the lowest responsible bid for the Base Bid. The City will determine and reserves the right and discretion after the Bid Opening whether to include Alternate Bid item(s) per bid prices submitted by the contractor selected. The contractor shall honor said bid prices. The contractor will be advised of the addition at the pre-construction meeting.

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.

o o o

In conformance with Subsection 2-13 "Listing of Proposed Subcontractors" of the Standard Specifications, the name and location of the place of business of each subcontractor is as follows:

	<u>NAME</u>	<u>ADDRESS</u>	<u>WORK TO BE PERFORMED</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

o o o

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.

0 0 0

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.

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.			

NONCOLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.
Title Firm

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, at
Date

_____, _____.
City State

By: _____
Signature

Name: _____
Printed or Typed

Date: _____

Title: _____

PROPOSAL GUARANTEE

BID BOND

**2015 SURFACE SEAL PROJECT
PROJECT NO. 014-9705**

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 _____, 2015.

BIDDER _____

SURETY _____

Subscribed and sworn to this ____ day of _____, 2015.

NOTARY PUBLIC _____

PROPOSAL SIGNATURE SHEET

The completed proposal submitted herewith includes all sheets numbered "P-1 through P-8" at the bottom. The following required attachments have been executed and are included:

- a. Bid Proposal (with Addenda acknowledgement)
- b. Bid Schedule
- c. Noncollusion Declaration
- d. Proposal Guarantee "Bid Bond" with Notarized Signatures
- e. 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:

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

If Bid for this Project is due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

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

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

Name of Contractor: _____

DIR Registration Number: _____

Contractor further acknowledges:

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

Signature: _____

Name and Title: _____

Dated: _____

CITY OF LAFAYETTE
CONTRACT AGREEMENT
FOR
CONSTRUCTION

THIS AGREEMENT is made and entered into as of _____, 2015, 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 **2015 Surface Seal Project, Project No. 014-9705**, ("Project") including, but not limited to: mobilization; traffic control and construction signage; clearing and grubbing including tree trimming; traffic striping, marking and marker removal, removal and replacement of asphalt berm; construction of asphalt concrete pavement repairs, crack seal, rubberized chip seal, slurry seal or micro-surfacing, 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.
- 3. Employment by City. City hereby promises and agrees to employ, and does hereby employ, Contractor to provide the materials, do the work, and fulfill the obligations according to the terms

and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

4. Worker's Compensation. Contractor acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that Code, and certifies compliance with such provisions. Limits shall be not less than those specified in the insurance requirements contained in the General Provisions of the Standard Specifications, and as modified in these Special Provisions.
5. Insurance. With respect to performance of work under this contract, Contractor shall maintain and shall require all of its subcontractors to maintain insurance as required in the General Provisions of the Standard Specifications, and as modified in these Special Provisions.
6. Indemnity. Contractor shall comply with the indemnification requirements contained in the General Provisions of the Standard Specifications.
7. Assignment. This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights or obligations of either party without the prior written consent of the other shall be void and of no force and effect.
8. Non-discrimination. Contractor shall not discriminate in the hiring of employees or in the employment of subcontractors on any basis prohibited by law.
9. Independent Contractor. Contractor is and shall at all times remain as to City, a wholly independent contractor. Neither City nor any of its agents shall have control of the conduct of Contractor or any of the Contractor's employees, except as herein set forth. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of City.
10. Contractor and Subcontractor Registration. Effective March 1, 2015, pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public works must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification contained in the Bid Proposal prior to contract execution.
11. Labor Compliance. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law.
12. Notices. All notices and communications shall be sent to the parties at the following addresses:

CITY: City Engineer
 City of Lafayette
 3675 Mount Diablo Boulevard, Suite 210
 Lafayette, California 94549

CONTRACTOR: _____

- 13. Authorized Signature. Contractor affirms that the signatures, titles, and seals set forth hereinafter in execution of this contract agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.
- 14. Entire Agreement; Modification. This contract supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described in Paragraph A of the Recitals herein above. Each party to this contract acknowledges that no representations, inducements, promises, or agreements, 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.
- 15. 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 _____ 2015.

Contractor: _____
<Type Business Name Here>

Name: _____

Title: _____

Contractor's License No. _____

Agency Business License No. _____

Federal Tax Identification No. _____

Subscribed and sworn to this ____ day of _____ 2015.

Notary Public _____

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: Construction of **2015 Surface Seal Project, Project No. 014-9705**, including, but not limited to: mobilization; traffic control and construction signage; clearing and grubbing including tree trimming; traffic striping, marking and marker removal, removal and replacement of asphalt berm; construction of asphalt concrete pavement repairs, crack seal, rubberized chip seal, slurry seal or micro-surfacing, 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 _____, 2015.

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: Construction of **2015 Surface Seal Project, Project No. 014-9705**, including, but not limited to: mobilization; traffic control and construction signage; clearing and grubbing including tree trimming; traffic striping, marking and marker removal, removal and replacement of asphalt berm; construction of asphalt concrete pavement repairs, crack seal, rubberized chip seal, slurry seal or micro-surfacing, 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 _____, 2015.

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

**CITY OF LAFAYETTE
SPECIAL PROVISIONS**

SECTION SP- 1

GENERAL
(NO BID ITEM)

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

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

- The State of California Department of Transportation (Caltrans) Standard Specifications, 2010, herein referred to as the “State Specifications” or “State Standard Specifications.”
- The State of California Department of Transportation (Caltrans) Standard Plans, 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 and supersede all sections of the Standard Specifications.

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-2 (NOT USED)

SPECIAL PROVISIONS SECTION SP-3

CONTRACT BONDS

(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.

SP3-01 AWARD OF CONTRACT

City intends to award a Contract as soon as possible and within 90 days of bid opening, and no later than July 13, 2015, in time for the commencement of work on or around August 3, 2015.

SP3-02 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 therefore, even if the final Contract Price is increased up to 25% of the original total of Bid Prices.

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 includes, but is not limited to: mobilization; traffic control and construction signage; clearing and grubbing including tree trimming; traffic striping, marking, and markers removal; removal and replacement of asphalt berm; construction of asphalt concrete pavement repairs; crack seal; rubberized chip seal; slurry seal; micro-surfacing; 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.

SP4-02 AS-BUILT PLANS

The City may retain a portion of the final retention until such time that the Contractor provides a complete set of As-Built Plans.

SP4-03 PAYMENT

No separate payment will be made for preparing and submitting "As-Built Drawings." Full compensation for preparing and submitting "As-Built Drawings" 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-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 CONSTRUCTION SURVEY STAKING

Exact locations of and limits of concrete and pavement removal, replacement, repairs, and/or construction will be marked in the field by the Engineer prior to the start of work.

SP5-02 MATERIAL SAMPLING AND TESTING

Compaction tests and/or material sampling and testing may be performed by the City's representatives on asphalt concrete, chip seal, slurry seal, micro-surfacing materials, and other work and materials which in the opinion of the Engineer require sampling or testing. Test locations shall be determined by the Engineer. The Contractor shall coordinate and cooperate with the Engineer and testing personnel and no claims of delays or inconvenience due to testing and/or sampling shall be allowed.

Testing is not a duty of the City and is solely at the discretion of the Engineer. Testing or non-testing by the City does not release the Contractor from his/her responsibility to perform all work in conformance with the Plans, Standard Specifications, and these Special Provisions.

If a test shows that the work in question fails to meet the project specifications, retests shall be taken after the Contractor takes corrective measures. Retests shall be performed until a passing test

is obtained. All costs that the City incurs for retesting shall be deducted from the payment due the Contractor.

The Engineer shall be given at least twenty-four (24) hours advance notice for any testing requested by the Contractor.

SP5-03 SUBMITTALS

The Contractor shall provide all submittals required by the Standard Specifications and these Special Provisions at the preconstruction meeting and prior to commencing any work.

Any work shown on the Plans to be installed per manufacturer's specifications or directions shall require a submittal. All materials specified by manufacturer name, code, model number, etc. and their approved equals shall require a Submittal.

The Contractor shall submit the number of copies which the Contractor requires, plus one (1) copy which will be retained by the Engineer. Mark each copy to identify the applicable products, models, options, and any other data. Submit the product source, specifications, gradations, certifications, bulletins and literature in sufficient detail to demonstrate that the product is in compliance with the Contract.

At minimum, the Contractor shall provide the following submittals to the Engineer. Submittals shall be made in advance of the materials planned incorporation into the work, and shall allow the Engineer a minimum of five (5) working days to review the submittal and respond to the Contractor. No material shall be used in the work until written acceptance of the submittal has been made by the Engineer. The Contractor shall submit sufficient information, specifications, and product data to demonstrate compliance with the requirements of the Contract, including these Special Provisions, for:

- Chip seal, slurry seal and micro-surfacing mix designs and certification of compliance
- Rubberized chip seal, slurry seal and micro-surfacing aggregate
- Slurry seal and micro-surfacing asphalt emulsion
- Rubberized chip seal asphalt binder
- Equipment calibration documentation for chip, slurry and micro-surfacing equipment
- Asphalt concrete mix design
- Crack sealant material
- Traffic paint and glass beads
- Thermoplastic material
- Pavement markers
- Water pollution control plan
- Waste management plan

- Traffic control plan and certification of qualified personnel
- Project schedule

SP5-04 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) Clearing, grubbing, tree trimming
- 7) Perform pavement repairs
- 8) Remove existing pavement markers, markings, and striping
- 9) Perform crack sealing
- 10) Install chip seal
- 11) Install slurry seal or micro-surfacing
- 12) Place permanent striping, markers and legends
- 13) Complete all other construction work and punch list items, including clean-up
- 14) Remove tree protection, construction area signs and project identification signs
- 15) Submit completed waste assessment summary report form

The Contractor's attention is directed to Section SP-8-02, "Progress Schedule," of these Special Provisions.

Any deviation from these requirements and provisions shall be sufficient cause for the Engineer to suspend the work in accordance with the provisions of Section 8-3 of the General Provisions. The contractor will not be permitted to resume the work until Contractor has satisfactorily remedied said deviation in accordance with the provisions of the contract.

SP5-05 SUPERVISION

Section 5-8 "Superintendence" of the General Provisions is superseded by the following:

Unless otherwise explicitly directed and authorized by the Engineer, at all times during the progress of the work the Contractor shall have a project representative present at the construction site who shall have complete authority to represent and to act for the Contractor. **The project representative may not be a subcontractor or an employee of the subcontractor.**

Before initial work is begun on the Contract, the Contractor shall file with the Engineer, address and telephone numbers where the project representative can be reached during all hours, including nights and weekends, when the work is not in progress. The Contractor's project representative shall: Supervise the work crews and subcontractors; coordinate all construction activities and operations including but not limited to traffic control; progress payment, change orders, work by others (including utility companies) and public notifications. Lack of supervision shall be cause to suspend the work as provided for in Section 8-3 of the General Provisions.

When supervision is not provided as required, the Engineer has the discretion to allow work to proceed in the interest of progress of work. In that case the City may assess the Contractor for the lack of such supervision. The assessment shall be based on the current City of Lafayette hourly billing rate for engineering staff of \$125 per hour, plus a twenty (20) percent administrative markup multiplied the number of hours such superintendence has not been provided. The assessment shall be deducted from any amounts due to the Contractor.

SP5-06 REUSE AND RECYCLING REQUIREMENTS

As a provision of this contract the Contractor must divert at least fifty (50) percent of waste materials from landfills. The Contractor shall complete and submit the "Waste Assessment Form" found in Appendix B of these Special Provisions prior to the start of demolition work, demonstrating how this requirement will be fulfilled.

Upon completion of all items of work the Contractor shall fill out and return the "Waste Assessment Summary Report Form" found in Appendix B of these Special Provisions. Supporting documentation such as receipts and weight tags must be provided for all jobsite construction and demolition materials recycled, reused off-site, or disposed of in a landfill. Final release of retention will not be made until this information is submitted to the Engineer.

Failure to meet the 50 percent diversion requirement will result in the forfeiture of 40% of the project retention.

SP5-07 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 will 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 PUBLIC NOTIFICATIONS

Notification requirements in Section 6-10, 6-12.3, and 6-13 of the Standard Specifications General Provisions shall apply. Contractor shall provide schedule information to be included in a public notice and complete the initial notification process two weeks prior to commencement of Project Work. Said noticing shall be performed using the template shown in Appendix E with no exceptions.

Contractor’s attention is also directed to requirements specified in other sections of these Special Provisions regarding notification updates when work schedule changes.

SP6-02 COORDINATION WITH WASTE/RECYCLING OPERATIONS

The Contractor shall not impair or impede waste hauler and recycling operations scheduled to be conducted within the project area. It is the Contractor’s responsibility to determine which waste hauler and recycling operators are scheduled to operate within the project area and to develop a project schedule that will not impair or impede the waste hauler or recycling operations.

At the time of publishing these specifications the waste and recycling pick-up days are as follows. The Contractor shall confirm this schedule with the waste and recycling companies prior to commencing his operations.

ACAMPO DR	Thursday
AVALON AVE	Thursday
HILLCREST DR	Friday
LAS HUERTAS RD	Thursday
LAUREL DR	Friday
N. THOMPSON RD	Monday
OAK HILL RD	Friday
ORCHARD RD	Friday
ROBLES CT	Friday
ST MARY’S RD	Thursday

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 shall be considered as included in the prices paid for various contract items of work and no additional compensation will 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.

SP7-01 UTILITY CONTACTS

At the time of writing of these Specifications, at least the following agencies are known to have facilities within the limits of the Project. Their phone numbers are provided for the Contractor's convenience. It is Contractor's responsibility to verify the contact information and perform the coordination as required by Contract.

- A. Central Contra Costa Sanitary District 925.228.9500
- B. East Bay Municipal Utility District 510.287.0834
- 866.403.2683
- C. AT&T 415.542.9000
- D. Pacific Gas and Electric
- Emergency 800.743.5000
- Gas 510.784.3211
- Electric 510.784.3236
- E. Consolidated Fire Protection District 925.930.5531
- F. Comcast Cable 925.349.3300
- G. Sprint 650.513.2545

SP7-02 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 will 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 will be held at the office of the City of Lafayette, 3675 Mount Diablo Boulevard, Suite 210. At this conference, the Contractor shall submit all required bonds, insurance, and signed contracts. The Notice to Proceed will be issued to the Contractor at the pre-construction meeting.

At the pre-construction meeting, representatives of the Owner, 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 schedule;
- Clarifications of any questions regarding the contract Plans and Special Provisions;
- Review of traffic control and noticing 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 and updated schedules every two (2) weeks and 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 SP5-04, "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

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 5:00 p.m. Monday through Friday. The Contractor's attention is directed to Section SP14-03, "Lane Closure Hours," and Section SP14-04, "Street Closure Hours" of these Special Provisions.

SP8-04 TIME OF COMPLETION AND LIQUIDATED DAMAGES

Contractor's attention is directed to SP-3 regarding the timing of award of Contract and commencement of work. The Contractor shall complete the entire work in this contract within thirty (30) 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.

Completion of contract work is defined as completion of all items listed in the Bid Schedule and any issued Contract Change Order for the project, regardless of substantial use or benefit of any work in progress or portion of the project. "Punch List" items are considered to be a part of work items on the Bid Schedule.

Contract working days shall continue to be counted for the purpose of determining time of completion and liquidated damages until the completion of contract work as defined above, including completion of "Punch List" work.

SP8-05 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 will be allowed therefor.

SPECIAL PROVISIONS SECTION SP-9 THRU SP-12 (NOT USED)

SPECIAL PROVISIONS SECTION SP-13

MOBILIZATION

(BID ITEM NOS. 1, 2, 3)

The provisions of Section 1, "Mobilization," of the Technical Provisions of the Standard Specifications shall apply in their entirety except as modified or supplemented herein.

SP13-01 STAGING AREA

The Contractor may stage materials and equipment in existing legal parking spaces within the project limits when authorized by the Engineer. Staging areas shall be protected by barricades with flashers.

At this time only one City-owned off-street 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 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 the Contractor. The entire contract retention amount shall be withheld for the purpose of deducting rent until Contractor vacates the site and restores it to preexisting condition or better. As directed by the Engineer, the Contractor shall install temporary six-foot-tall chain link fence along the property lines as shown in the drawing in Appendix C of these specifications. 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 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 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.

Other than City-owned properties, any of the Contractor's proposed staging sites shall be approved by the Engineer, and the Contractor shall submit proof of an agreement for use of said staging area with private property owner(s) prior to mobilization. Upon approval, Contractor shall obtain a temporary land use permit from the City of Lafayette Planning Division for use of subject site for staging. The City does not guarantee the granting of said permit as part of this contract. Contractor shall bear all costs to secure said permit.

The staging area shall be maintained throughout the duration of the project such that it is not construed as visual blight in the opinion of the Engineer. All adjoining streets, sidewalks and gutters shall be swept clean of construction debris tracked onto them at the end of each day. Failure to do so will result in City forces cleaning the area at the Contractor's expense. The City of Lafayette labor rate to be used shall be \$150 per hour per person.

SP13-02 PROJECT NOTIFICATION SIGNS

The Contractor shall provide and install Project Notification signs at all entrances and exits from the limits of work with a minimum of two signs required per street. The signs shall be printed with black lettering on a yellow background and shall have text similar to the example signs found in Appendix F of these Special Provisions. The signs shall be a minimum of 3 feet wide by 3 feet tall and shall state the phase of work (Pavement Repair, Crack Seal, Chip Seal and Slurry Seal) as well as the dates and times for this work. The signs may be printed on paper mounted to plywood. The contractor shall mount the signs to a Type III barricade. The Contractor shall submit a proof set for all notification signs to the Engineer for review and approval prior to manufacturing the signs. The notification signs for the initial phase of work shall be in place on the project site a minimum of (5) working days in advance of performing work. All subsequent phases of work shall have notification signs in place a minimum of two (2) working days in advance of the start of work.

If any phase of work identified in the written notice to residents or subsequent project notification sign is not undertaken on the date(s) and time(s) identified, Contractor shall update the sign boards in accordance with these Special Provisions. Contractor shall install updated notification signs at least two days in advance of performing work on the street or parking lot. The Contractor shall submit a proof set for all re-notification signs to the Engineer for review and approval prior to manufacturing the signs.

The Contractor shall install and maintain all project notification signs in legible condition for the entire duration of Contract.

For the St. Mary's Road location, notification shall be performed using electronic changeable message signs. Exact sign messages shall be approved by the Engineer. All other provisions regarding notification signs herein shall apply.

SP13-03 CONSTRUCTION AREA SIGNS

The Engineer shall approve all locations prior to the Contractor installing signs. Signs shall be in place on the project site at least two (2) days but not more than seven (7) days prior to the start of work on each street. Signs shall be removed within five (5) days of completing all work on each street. The bottom of the mounted sign panel shall be seven (7) feet above existing grade.

"Road Work Ahead" (Type W20-1) signs shall be placed on all road approaches to each work zone before any work commences. "Loose Gravel" (Type C6) with "15 MPH" subplate (Type W6) signs shall be posted on all streets receiving chip/slurry seals. The Contractor shall provide temporary stands or poles on which to place the required signs.

Type C6 and W6 signs shall be furnished and placed adjacent to the traveled way for both directions of traffic on each block where chip/slurry seal screenings are being spread on a traffic lane. Additional signs shall be placed at maximum intervals of 500 feet and at intersections with roads entering the construction area as directed by the Engineer. The signs shall be maintained in place at each location until final sweeping of that location is completed.

SP13-04 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 of forces, equipment, and materials; and conformance to all general conditions and provisions of Contract Documents and as directed by the Engineer, and no additional compensation will be allowed therefor, unless separately and specifically provided elsewhere in the Contract.

The lump-sum Contract Price paid for “**Project Notification Signs**” shall include full compensation for preparing and providing sign proof sets, furnishing all labor, supervision, materials, tools, equipment and incidentals, and for doing all the work involved in fabricating, transporting, installing, maintaining, and removing the signs and barricades as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

The lump-sum Contract Price paid for “**Construction Area Signs**” shall be considered as full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals, and for doing all work involved in furnishing, erecting, 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 will be allowed therefor. Construction area signs shall be measured by the number of sign panels installed regardless of the number of sign posts required.

SPECIAL PROVISIONS SECTION SP-14

TRAFFIC CONTROL

(BID ITEM NO. 4)

SP14-01 GENERAL

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

SP14-02 DRIVEWAY CLOSURES

Driveways that are closed to access shall be coned off or barricaded.

SP14-03 LANE CLOSURE HOURS

Lane closures will be allowed between the hours of 8:00 A.M. and 5:00 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 allowed lane closure hours and a traffic lane is closed, the Engineer may order the lane opened to public traffic.

SP14-04 ROAD CLOSURE HOURS

Road closures shall only be permitted during the chip seal, slurry seal or micro-surfacing phase of work, except that no road closures are allowed on St. Mary's Road.

Road closures hours shall be as follows:

- June 15, 2015, through August 21, 2015, road closure hours shall be 8:30 a.m. to 4:30 p.m. Monday through Friday, excluding holidays.
- Prior to June 15th and after August 21, 2015, road closure hours shall be 9:30 to 2:00 p.m. Monday through Friday, excluding holidays.

The Contractor may work under lane closure conditions in accordance to these Specifications before and after the allowable road closure dates and hours.

Contractor shall stage and sequence work such that road closures and disruptions to mobility of the public are minimized. Even under road closure conditions, Contractor shall make best efforts to allow passage of vehicles through the work zone when doing so does not interfere with active, critical work. This includes but is not limited to accommodating residents with medical, health, or safety-related needs (doctor appointments, emergency access, and access requirements due to physical disabilities). If work requiring closure is not actively in progress during allowed closure hours, the Engineer may order the road opened to public traffic. The Contractor shall coordinate road closures with garbage and recycling collection to ensure continuation of service during the construction period.

The full width of the traveled way shall be open for use by public traffic at all other times. Emergency vehicles shall be provided immediate access through the construction area at all times. If work is not in progress during allowed closure hours, the Engineer may order the road opened to public traffic.

A flagperson must remain at street access points to the road closure at all times to prevent unauthorized access into the road closure zone.

SP14-05 PUBLIC PARKING

Section 6-12.4 of the General Provisions of the Standard Specifications shall apply, except that posting of restrictions shall be at least three (3) days in advance.

A minimum of one restriction notice shall be posted between driveways, and the spacing of postings shall not exceed 100 feet. Parking restriction times shall conform to the lane closure hours listed in these Special Provisions.

SP14-06 FAILURE TO COMPLY

Section 6-12.9 of the General Provisions of the Standard Specifications shall apply. Contractor's suggestions for minor deviations from the requirements of this section concerning hours of work, which do not alter the Contract Price, may be considered by the Engineer if, in his opinion, public traffic will be better served and the work expedited. These deviations shall not be implemented by the Contractor until the Engineer has approved the deviations in writing.

SP14-07 MEASUREMENT AND PAYMENT

The lump-sum Contract 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, 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.

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.

SP15-01 GENERAL

The contract work occurs adjacent to existing residences. Contractor shall undertake all reasonable measures to minimize the presence and impacts of dust in the work area and on the adjacent residences.

Leaf blowers shall not be used to remove debris from the project streets. Debris removal shall be performed in such a way as to minimize dust.

Whenever the Engineer deems dust control to be necessary, the Contractor shall furnish and apply control measures to alleviate the problem. The Engineer shall specify a dust palliative or control measure in accordance with the provisions of the Standard Specifications, which the Contractor shall furnish and apply.

SP15-02 PAYMENT

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

CLEARING AND GRUBBING, TREE TRIMMING

AND TREE PROTECTION

(BID ITEM NO. 5)

SP16-01 GENERAL

The provisions of Section 2, "Clearing and Grubbing," and Section 21, "Tree Trimming and Removal," of the Technical Provisions of the Standard Specifications shall apply in their entirety except as modified or supplemented herein.

SP16-02 MEASUREMENT AND PAYMENT

The lump-sum Contract Price paid for "**Clearing & Grubbing, Tree Trimming, and Tree Protection**" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals, and for doing all the work involved in clearing and grubbing and tree trimming, and tree protection including, but not limited to, the removal and disposal of all existing trash, debris, rocks, shrubs and vegetation; trimming of shrubs, trees of diameters less than 6" and other vegetation; tree protection, 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.

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 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, these Special Provisions, and as directed by the Engineer.

The Contractor shall fully document pre-construction conditions at all points around the work area. This documentation shall consist of notes, still photographs, and video. Special effort shall be made to document the existing conditions at all buildings and private improvements not to be disturbed.

All existing pavement markers, thermoplastic stripes, and legends within the chip seal, slurry seal, and micro-surfacing limits shall be completely removed immediately prior to sealing the roadway.

SP17-02 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 ground for suspension of work per Section 8-3 of the General Provisions.

SP17-03 REMOVALS

Existing highway facilities to be removed under this section and as shown on the Plans shall include, but not be limited to, removing existing asphalt berm and existing traffic striping and markers. These items shall be removed and disposed of in accordance with Section 6-16, "Disposal Outside Project Limits," of the General Provisions of the Standard Specifications.

Contractor's attention is directed to Section 6-11, "General Safety," of the General Provisions of the Standard Specifications regarding safety around excavated areas.

Pavement markers, stripes, or legends which are removed shall be replaced with temporary markers, stripes, and legends prior to opening the roadway to vehicular or pedestrian traffic. Pavement delineation removal shall conform to the provisions of Section 15-4, "Removal of Existing and Temporary Stripes and Pavement Markings," of the Technical Provisions of the Standard

Specifications. Removal by sandblasting shall not be allowed. Attention also is directed to Section SP-26, "Temporary Pavement Delineation," of these Special Provisions.

SP17-04 MEASUREMENT AND PAYMENT

Full compensation for locating and marking utilities and the preparation of utility reference point plans shall be considered as included in the Contract Price paid for various contract items of work and no additional compensation shall be allowed therefor.

The lump-sum Contract 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.

Compensation for the removal of asphalt berm shall be as included in the Contract Price paid for "Remove and Replace Asphalt Berm" as specified elsewhere in these Special Provisions.

SPECIAL PROVISIONS SECTION SP-18

AGGREGATE BASE
(NO BID ITEM)

SP18-01 GENERAL

This work shall consist of furnishing and placing Class 2 Aggregate Base to the lines, grades and compaction requirements shown on the Plans and specified in these Special Provisions. Aggregate base shall be the "3/4-inch maximum" gradation conforming to Section 8 of the Technical Provisions of the Standard Specifications.

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 all other items of work shown on the bid proposal, 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

PAVEMENT REPAIR

(BID ITEM NO. 7)

SP19-01 GENERAL

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.

Type I, ½" maximum sized aggregate (MSA) asphalt mix shall be used for all pavement repairs and skin patches.

Paint markings delineating the approximate size and location of the pavement repair areas have been made in the field on streets included in this Contract. The Contractor shall submit a request for any re-marking in writing five (5) working days in advance of beginning pavement repair 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 planing, 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.

SP19-02 MEASUREMENT AND PAYMENT

The contract unit price paid per square foot for "Pavement Repair" 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.

SPECIAL PROVISIONS SECTION SP-20

CRACK SEALING (BID ITEM NO. 8)

SP20-01 GENERAL

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.

SP20-02 MATERIALS

The Contractor shall submit certificates from suppliers stating compliance of materials with the requirements of this section.

Crack sealing shall be performed after pavement repairs are completed and prior to chip or slurry sealing.

The asphalt-rubber shall be heated to a minimum temperature of 325° F, but not greater than 390° F, or as specified by the manufacturer and as approved by the Engineer. The material shall be held in the mixing tank at application temperature until very little separation of the rubber and asphalt occurs when a bead of sealant material is placed on the pavement. Sealant material may be added to the mix as long as the minimum temperature of 325 ° F is maintained.

Sand used to cover sealed cracks for opening to traffic shall be black "Kleen Blast" sand as available from White Cap Construction Supply, Concord, CA, or approved equal.

SP20-03 MEASUREMENT AND PAYMENT

The lump-sum Contract Price paid 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 therefor.

SPECIAL PROVISIONS SECTION SP-21

SEAL COATS

(BID ITEM NOS. 9, 9A, 10)

SP21-01 GENERAL

The provisions of Section 10-1 of the Technical Provisions of the Standard Specifications shall apply in their entirety for all seal coat work, except as modified or supplemented herein.

Sand used for blotting seal coats to open work area to traffic shall be black “Kleen Blast” sand as available from White Cap Construction Supply, Concord, CA, or approved equal.

SP21-02 SLURRY SEAL

Slurry seal shall conform to Section 10-2 of Technical Provisions of the Standard Specifications.

Mineral filler shall be added to the aggregate at the maximum rate of 2.5 percent by weight of the dry aggregate, only if required by the mix design. Portland cement, if used, shall be commercially available Type I-II and shall be free of lumps and clods.

Water shall be free of harmful, soluble salts and shall be of such quality that the asphalt shall not separate from the emulsion before the emulsion mix is in place in the work.

Polymer Latex

Styrene Butadiene Rubber latex polymer shall be added to the water/soap phase by injection prior to the mill manufacture of the emulsified asphalt by the emulsion producer. The polymer shall be BASF NX 1118 or approved equal. The amount of polymer solids shall be between 3 and 4 percent of the asphalt residual content and shall be certified by the emulsion producer on each load of emulsion delivered to the job site. No field addition of polymer will be allowed. The Contractor shall submit to the Engineer for approval a laboratory report of tests indicating the polymer conforms to the following requirements:

<u>TEST</u>	<u>REQUIREMENT</u>
Total solids, min, %	60
Bound Styrene %	24-60
PH at 25 ° C	4.2-5.2
Brookfield viscosity RVT	1000-4000
Residual Monomer %	0.08 max

Mix Design

The percentage of asphalt emulsion proposed in the mix design shall be 12 to 18 percent. The job mix design shall include a recommended application rate of slurry to suit the job site conditions.

SP21-03 MICRO-SURFACING

Micro-Surfacing shall conform to Section 10-5 of the Technical Provisions of the Standard Specifications.

Mineral filler shall be added to the aggregate at the maximum rate of 2.5 percent by weight of the dry aggregate, only if required by the mix design. Portland cement, if used, shall be commercially available Type I-II and shall be free of lumps and clods.

Water shall be free of harmful, soluble salts and shall be of such quality that the asphalt shall not separate from the emulsion before the emulsion mix is in place in the work. If necessary for workability, a set-control agent that will not adversely affect the micro-surfacing product may be used.

Mix Design

Micro-surfacing shall be spread at the rate of 14-18 lbs. of dry aggregate per square yard.

SP21-04 RUBBERIZED CHIP SEAL

Rubberized chip seal shall conform to Section 10-3 of the Technical Provisions of the Standard Specifications.

SP21-05 MEASUREMENT AND PAYMENT

The contract unit price paid per square yard **“Slurry Seal,”** shall be considered as full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in slurry sealing, including but not limited to; site preparation, cleanup, protecting utility and manhole covers, applying slurry seal, rolling, protection during curing, street sweeping and all other incidental work required to complete the work as shown and specified.

The contract unit price paid per square yard **“Micro-Surfacing, Type II,”** 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.

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-22

ASPHALT BERM (BID ITEM NO. 6)

SP22-01 GENERAL

Asphalt concrete for berms shall conform to Section 9 “Asphalt Concrete,” of the Technical provisions and Section 39, “Asphalt Concrete,” of the State Specifications except as herein modified or supplemented.

Asphalt concrete for AC berms shall be mix Type “III”, 3/8” Maximum, Medium grading.

The work consists of removing and replacing various types of asphalt concrete dikes at the locations shown in the summary table in Appendix D. Work shall be in accordance with the details shown on applicable Caltrans Standard Plan A87B, “Asphalt Concrete Dikes”. Installation shall match the existing adjacent berm sections in geometry and alignment. Contractor’s attention is directed to SP17 for additional requirements on the removal.

SP22-02 INSTALLATION

Prior to placement of new berm, the pavement shall be thoroughly cleaned and a tack coat of asphaltic emulsion, RS-1 or SS-1h, shall be applied to the pavement surface. The berm shall be placed and compacted utilizing a self-propelled 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. Berms that are damaged before curing or berms that slough or fall apart before curing shall be completely removed and replaced at the Contractor’s expense. If a section of berm looks “patched,” it shall be entirely removed and replaced with a berm that is smooth, meets the full dimensions of the intended detail, and is uniform in appearance.

Berms shall be reduced to 2-inches in height (Type “C”) at driveways. The top of the berm at driveways shall be compacted with a vibraplate, or similar compactor, at the time of placement. Driveway and shoulder conforms adjacent to any asphalt concrete berm shall be placed and compacted at the same time as the berm to make the dike and the conform paving monolithic.

The ends of new berms shall be painted white (two coats) for a minimum of one foot in length and a Type “C” pavement marker shall be placed on top of the dike.

All berms shall be backfilled with either asphalt concrete, select fill, pulverized material, aggregate base, topsoil, existing gravel (if protected for re-use) or other material that matches the existing shoulder material.

SP22-03 PAYMENT

The contract unit prices paid per linear foot for **“Remove and Replace Asphalt Berm”** shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals necessary to remove existing berm and construct new asphalt concrete berm including, but not limited to, sawcutting, removing, cleaning, barricades, asphalt concrete, tack coat binder, compaction, painting, placing markers, placing and compacting fill material behind new berms, 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.

SPECIAL PROVISIONS SECTION SP-23 to 25 (NOT USED)

SPECIAL PROVISIONS SECTION SP-26

TEMPORARY PAVEMENT DELINEATION

(BID ITEM NO. 12)

SP26-01 GENERAL

Work shall conform to Section 6-12.7, “Temporary Traffic Striping and Pavement Markings,” of the General Provisions of the Standard Specifications.

SP26-02 MEASUREMENT AND PAYMENT

The lump-sum Contract 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-27

PAVEMENT STRIPING, MARKERS AND DELINEATION

(BID ITEM NO. 13-17)

SP27-01 GENERAL

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

Traffic striping and marking shall be placed in accordance with the applicable details as shown on applicable State Standard Plans. Detail numbers shown on the Plans and the Bid Schedule refer to details shown in the State Standard Plans.

Temporary "cat tracking" and layout marks shall be placed by the Contractor for all striping (including limit lines and crosswalks). Temporary "cat tracks" shall be approved by the Engineer prior to final striping. No payment will be made for any striping performed without notification to the City and advance approval of layout marks by the Engineer.

SP27-02 THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT LEGENDS AND MARKINGS

All limit lines, centerline stripes, shoulder stripes, and legends shall be thermoplastic unless otherwise indicated on the Plans or directed by the Engineer.

Thermoplastic traffic stripes and pavement marking shall conform to the provisions of Section 84-2, "Thermoplastic Traffic Stripes and Pavement Markings," of the State Specifications, and these Special Provisions.

During thermoplastic placement, the Contractor shall use traffic control as specified in Section SP14, "Traffic Control," of these Special Provisions.

SP27-03 MEASUREMENT AND PAYMENT

Traffic stripes shall be measured by the linear foot along the line of the traffic stripe without deductions for the gaps, shown on the standard details. Deductions shall be made for gaps in the striping at cross streets and driveways.

Measurement for legends and markings shall be per the areas shown on State Standard Plans.

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.