#### **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** 

# CITY OF LAFAYETTE 2017 ROAD REHABILITATION PROJECT

**Project No. 014-9711** 

Bid Opening Date
Thursday, March 2, 2017, 2:30 p.m.

#### NOTICE TO CONTRACTORS

Sealed proposals will be accepted at the office of the City Clerk, 3675 Mt. Diablo Boulevard, Suite 210, Lafayette, California until 2:30 P.M., Thursday, March 2, 2017, at which time they will be publicly opened and read, for construction of City of Lafayette, 2017 Road Rehabilitation Project, Project No. 014-9711, including, but not limited to: mobilization; traffic control and construction signage; potholing utilities; clearing and grubbing including tree protection and trimming; removal and disposal of asphalt concrete pavement and subgrade, concrete and asphalt curb, gutter, flatwork; pulverizing, mixing, excavating, grading and compacting pavement subgrade and base materials; cement treatment of pulverized material; construction of minor concrete structures, concrete and/or asphalt curb, gutter, driveways, asphalt concrete pavement, storm drain facilities, traffic stripes, markers, and markings; adjustment of utility covers; installation of survey monuments; and all other miscellaneous work as shown on the Plans and as described in the Specifications to provide a complete project.

The Engineer's cost estimate is \$1,160,000.

The contract documents, including the Plans and Specifications may be obtained through the City of Lafayette Engineering Services Division by contacting the Engineering Assistant at <a href="mailto:tkain@lovelafayette.org">tkain@lovelafayette.org</a> or (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 \$20 per set; the cost of mailing is an additional \$8.

Bids shall be submitted in a sealed envelope titled "Proposal: City of Lafayette, 2017 Road Rehabilitation Project, Project No. 014-9711".

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 of Lafayette reserves the right to waive any informalities or to reject any or all bids. The City has ascertained the General Prevailing Rates of Wages applicable to this work, and these rates are on file at the City offices.

Time of completion allowed for this project will be 75 working days. Bidder's attention is directed to the order of work stated in Section 5 of the Special Provisions.

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 <a href="http://www.ci.lafayette.ca.us">http://www.ci.lafayette.ca.us</a> (click on *Public Works and Construction* under the Quick Links sidebar on the homepage, then *City Construction Projects*; **2017 Road Rehabilitation Project** is accessible under *Projects Bidding*). Or you may contact the Engineering Assistant at (925) 284-1951. Questions regarding the project Plans or Specifications may be directed to Matt Luttropp, City Engineer's Office, (925) 299-3247.

Date: 1-25-17

By: Tony Coe, City Engineer

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APPENDIX D: EBMUD TEMPORARY CONSTRUCTION PERMIT,

& CONTRACTORS POTHOLE LOG FORM

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### CITY OF LAFAYETTE CALIFORNIA

#### **BID PROPOSAL**

### 2017 ROAD REHABILITATION PROJECT PROJECT No. 014-9711

#### TO THE CITY COUNCIL OF THE CITY OF LAFAYETTE:

CCTIN A A TED

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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:

. . . . . . -

IIEIVI	HEIVI	ESTIMATED		UNII		
NO.	<b>DESCRIPTION</b>	QUANTITY	<u>UNIT</u>	<u>PRICE</u>	TOTAL	
		(SEE ATT	ACHED BID SO	CHEDULE)		
NOTES:	- All unit prices	shall be consid	ered the price	es for providing a	a complete, in-place	facility.
	- In the event of unit price sha		between the	unit price and it	em total on the Bid	Schedule, the
			000			
Bidder ack	nowledges the reco	eipt of the follow	ving addenda	to the drawings	and specifications.	
Addendum	No.	<u>Date</u>	<u>Adde</u>	ndum No.	<u>Date</u>	
						_

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#### 2017 ROAD REHABILITATION PROJECT PROJECT NO. 014-9711 BID SCHEDULE

ITEM NO.	ITEM DESCRIPTION		ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	(SP-12)	1	LS		
2	Project Identification Signs (City Furnished)	(SP-12)	5	EA		
3	Construction Area Signs	(SP-13)	5	EA		
4	Traffic Control	(SP-14)	1	LS		
5	Clearing and Grubbing, Tree Trimming, and Tree Protection	(SP-16)	1	LS		
6	Lower Existing Manhole or Rodding Inlet Frame	(SP-17)	26	EA		
7	Adjust Existing Manhole or Rodding Inlet Frame and Cover to Grade	(SP-17)	26	EA		
8	NIC	(SP-17)		EA		
9	Adjust Existing Utility Frame and Cover to Grade	(SP-17)	23	EA		
10	Adjust Utility Box or Area Drain to Grade	(SP-17)	3	EA		
11	Remove Storm Drain Pipe (Various Sizes)	(SP-17)	130	LF		
12	Remove Asphalt Concrete Driveway, Pathway, Shoulder or Conform	(SP-17)	6,943	SF		
13	Remove Paver Driveway or Pathway	(SP-17)	109	SF		
14	Remove Concrete Curb and Gutter	(SP-17)	2,212	LF		
15	Remove Concrete Driveway, Sidewalk, or Shoulder	(SP-17)	379	SF		
16	Remove Concrete Valley Gutter	(SP-17)	684	SF		
17	Remove Fence	(SP-17)	120	LF		
18	Relocate Mailbox on New Post	(SP-17)	1	EA		
19	Plug Drainage Inlet Side Opening	(SP-23)	1	EA		
20	Concrete Curb (A1-6)	(SP-23)	23	LF		
21	Concrete Curb and Gutter	(SP-23)	2,212	LF		
22	Concrete Driveway	(SP-23)	306	SF		
23	Concrete Sidewalk	(SP-23)	47	SF		
24	Concrete Curb Ramp with Detectable Panel	(SP-23)	190	SF		
25	Concrete Valley Gutter	(SP-23)	642	SF		
26	Concrete Channel	(SP-23)	1	EA		

#### 2017 ROAD REHABILITATION PROJECT PROJECT NO. 014-9711 BID SCHEDULE

ITEM NO.	ITEM DESCRIPTION		ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
27	Install Type 'G' Inlet	(SP-23)	2	EA		
28	Remove Type 'A' inlet Top Install Type 'G' Inlet Top	(SP-23)	3	EA		
29	Remove Type 'B' Inlet Top Install Type 'H' inlet Top	(SP-23)	1	EA		
30	Sheeting and Shoring	(SP-24)	1	LS		
31	12" HDPE Pipe	(SP-24)	71	LF		
32	Private Drain Line with Area Drain Extension	(SP-24)	1	EA		
33	Flared End Section and Rock Headwall	(SP-24)	-	EA		
34	Reset Brick Paver Surfacing	(SP-27)	73	SF		
35	Remove and Reset Dry Stacked Rock Wall	(SP-27)	56	LF		
36	Remove and Reset Brick Curb	(SP-27)	23	LF		
37	Full-Depth Asphalt Concrete Recycling	(SP-18)	6,950 (F)	СУ		
38	Cement Treat Pulverized Base Material	(SP-18)	3,610 (F)	CY		
39	Roadway Excavation	(SP-20)	2,100 (F)	CY		
40	Asphalt Concrete Pavement	(SP-22)	4,030	TONS		0
41	AC Driveway, Pathway or Shoulder on Existing Base Material	(SP-22)	2,571	SF		
42	AC Driveway, Pathway or Shoulder on 6" Class II AB	(SP-22)	371	SF		
43	Type 'A' Asphalt Dike/Berm	(SP-22)	377	LF		
44	Type 'C' Asphalt Dike/Berm	(SP-22)	891	LF		
45	Temporary Pavement Delineation	(SP-14)	1	LS		
46	Detail 21- Centerline	(SP-25)	230	LF		
47	Detail 22 - Centerline	(SP-25)	1,638	LF		
48	Detail 27B - 4" White Thermoplastic Edge Stripe	(SP-25)	531	LF		
49	12-Inch Thermoplastic Stripe	(SP-25)	81	LF		
50	Thermoplastic Pavement Legends and Markings	(SP-25)	55	SF		
51	Two-Way Reflective Pavement Markers (Blue)	(SP-25)	8	EA		
52	Install New Monument	(SP-26)	20	EA		

#### 2017 ROAD REHABILITATION PROJECT PROJECT NO. 014-9711 BID SCHEDULE

ITEM	ITEM		ESTIMATED		UNIT	
NO.	DESCRIPTION		QUANTITY	UNIT	PRICE	TOTAL
53	Shoulder Backing	(SP-27)	1,590	LF		
54	Re-grade Earth Ditch	(SP-27)	187	LF		
55	Relocate Traffic Sign on New Post	(SP-28)	1	EA		
56	Remove Traffic Sign and Post	(SP-28)	1	EA		
57	Install Traffic Sign and Post	(SP-28)	1	EA		
	1					
	TOTAL BASE BID					

<sup>(</sup>F) Denotes Final Pay Quantity per Section 9-1.015 of the State Specifications

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 name and location of the place of business of each subcontractor is as follows:

	<u>NAME</u>	DIR NUMBER	<u>ADDRESS</u>	WORK TO BE PERFORMED
1.				
2.				
3.				·
4.				
5.				
			000	
Bidd follo		t he is licensed in accord	ance with an act provic	ling for the registration of Contractors as
Lice	nse No		Class	
			000	

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.

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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	Phone	Date	Contract
for Whom Work was Done	Number	Completed	Price
1.			
2.			
3.			
4.			
5.			
6.			

#### NONCOLLUSION DECLARATION

The undersigned declares:			
I am the	of		, the party making the foregoing bid.
Title		Firm	
company, association, organic The bidder has not directly of sham bid. The bidder has not any bidder or anyone else to any manner, directly or ind anyone to fix the bid price of element of the bid price, or true. The bidder has not, dir thereof, or the contents the corporation, partnership, cor	ization, or corpoor indirectly indust directly or indirectly or indirectly, sought of that of any crectly or indirectly or divumpany association	oration. I uced or so lirectly could bid, or to by agre ny other other bid other bid on, organ	alf of, any undisclosed person, partnership, The bid is genuine and not collusive or sham. solicited any other bidder to put in a false or colluded, conspired, connived, or agreed with a refrain from bidding. The bidder has not in ement, communication, or conference with bidder, or to fix any overhead, profit, or cost lder. All statements contained in the bid are nitted his or her bid price or any breakdown ormation or data relative thereto, to any nization, bid depository, or to any member or nd has not paid, and will not pay, any person
venture, limited liability co	mpany, limited	liability	pidder that is a corporation, partnership, joint partnership, or any other entity, hereby and does execute, this declaration on behalf
I declare under penalty of per true and correct and that this	= -	xecuted	the State of California that the foregoing is on, at ate
City	,S	tate	·
By:			
Signature			
Name:			
Printed or Ty	ıped		
Date:			
Title:			

#### **PROPOSAL GUARANTEE**

#### **BID BOND**

#### **2017** ROAD REHABILITATION PROJECT

#### PROJECT No. 014-9711

KNOW ALL	PERSONS BY THESE PRESENTS that	, as BIDDER, and
	, as SURETY, are held and firml	y bound unto City of Lafayette, as
Owner, in th	ne penal sum of d	ollars (\$ ) which is ten
percent of the	he total amount bid by BIDDER to Owner for the above state	ed project, for the payment of which
sum, BIDDEF	R and SURETY agree to be bound, jointly and severally, firmly	by these presents.
	TIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDEI	
	ve stated project, if said bid is rejected, or if said bid is acce	•
	b by BIDDER in the manner and time specified, then this	s obligation shall be null and void,
otherwise it	shall remain in full force and effect in favor of Owner.	
INI WITNIESS	WHEREOF the parties hereto have set their names, titles	hands and soals this day of
		, Harius, and Seals this day of
BIDDER		
SURETY		
•		
Cubcaribada	and sworn to this day of 2017	
Subscribed a	and sworn to this day of, 2017.	
NOTARY PUI	BLIC	

#### **PROPOSAL SIGNATURE SHEET**

The completed proposal submitted herewith includes all sheets numbered "P-1 through P-10" 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
- f. Public Works Contractor Registration Certification

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
<del></del>
Corporate Seal:

#### **PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

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

## FOR CONSTRUCTION

THIS AGREEMENT is made and entered into as of _	, 2017, 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 **2017 Road Rehabilitation Project, Project No. 014-9711**, ("Project") including, but not limited to: mobilization; traffic control and construction signage; potholing utilities; clearing and grubbing including tree protection and trimming; removal and disposal of asphalt concrete pavement and subgrade, concrete and asphalt curb, gutter, flatwork; pulverizing, mixing, excavating, grading and compacting pavement subgrade and base materials; cement treatment of pulverized material; construction of minor concrete structures, concrete and/or asphalt curb, gutter, driveways, asphalt concrete pavement, storm drain facilities, traffic stripes, markers, and markings; adjustment of utility covers; installation of survey monuments; and all other miscellaneous 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. <u>Contract Documents</u>. 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. <u>Employment by City</u>. 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. <u>Worker's Compensation</u>. 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. <u>Insurance</u>. 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. <u>Indemnity</u>. Contractor shall comply with the indemnification requirements contained in the General Provisions of the Standard Specifications.
- 7. <u>Assignment</u>. 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. <u>Non-discrimination</u>. Contractor shall not discriminate in the hiring of employees or the employment of subcontractors on any basis prohibited by law.
- 9. <u>Independent Contractor</u>. 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. 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. <u>Labor Compliance</u>. 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. <u>Notices</u>. 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

	CONTR	ACTOR:
13.	execution of this	ture. Contractor affirms that the signatures, titles, and seals set forth hereinafter in contract agreement represent all individuals, firm members, partners, joint ventures, officers having a principal interest herein.
14.	written, between pertaining to the party to this con orally or otherwinot embodied h	t; Modification. This contract supersedes any and all other agreements either oral or the parties and contains all of the covenants and agreements between the parties work of improvements described in Paragraph A of the Recitals herein above. Each tract acknowledges that no representations, inducements, promises, or agreements, se, have been made by any party, or anyone acting on behalf of any party, which are erein, and that any other agreement, statements or promise not contained in this to be valid or binding. Any modification of this contract will be effective only if signed e charged.
15.	demand, b) pay otherwise expres	e. In the event of a dispute between the parties regarding a) a time extension ment arising for work performed by or on behalf of the contractor which is not saly provided for, or c) an amount the payment of which is disputed by the City, the tion 10 of the City of Lafayette Standard Specifications shall be used.
and this	assigns do hereby Contract Agreeme	the parties hereto for themselves, their heirs, executors, administrators, successors, agree to the full performance of the covenants herein contained and have caused nt to be executed in duplicate by setting hereunto their names, titles, hands, and 2017.
Cont	ractor:	
Conc	ractor.	<type business="" here="" name=""></type>
		Name:
		Title:
Cont	ractor's License No	)
00	i dotor o Liberioe III	
		Agency Business License No.
		Federal Tax Identification No
Subs	cribed and sworn	to this day of 2017.
Nota	ry Public	<del>-</del>

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 a	iwarded to, as
Contractor, a contract for the work described as followed Project No. 014-9711, including, but not limited to potholing utilities; clearing and grubbing including the asphalt concrete pavement and subgrade, concrete excavating, grading and compacting pavement is pulverized material; construction of minor concrete driveways, asphalt concrete pavement, storm dradjustment of utility covers; installation of survey monthe Plans and as described in the Specifications to	cows: Construction of <b>2017 Road Rehabilitation Project</b> , a mobilization; traffic control and construction signage; tree protection and trimming; removal and disposal of and asphalt curb, gutter, flatwork; pulverizing, mixing, ubgrade and base materials; cement treatment of the structures, concrete and/or asphalt curb, gutter, ain facilities, traffic stripes, markers, and markings; nonuments; and all other miscellaneous work as shown a provide a complete project.
NOW, THEREFORE, we, the undersigned Contractor a sum ofDollars (\$	and surety, are held firmly bound unto the Owner in the
THE CONDITION OF THIS OBLIGATION IS SUCH:	
fail to pay any of the persons named in Civil Code So Insurance Code with respect to work or labor perform be deducted, withheld, and paid over to the Empl employees of the Contractor and its subcontractor Insurance Code, with respect to such work and labor in any amount not exceeding the sum specified in the	trators, successors, or assigns, or subcontractors, shall ection 3282, or amounts due under the Unemployment med by any such claimant, or any amounts required to oyment Development Department from the wages of the pursuant to Section 13020 of the Unemployment, that the surety or sureties herein will pay for the same his bond, otherwise the above obligation shall be void. ty will pay a reasonable attorney's fee to the Owner in
This bond shall insure to the benefit of any of the right of action to such persons or their assigns in any	persons named in Civil Code Section 3181 as to give a suit brought upon this bond.
	hands and seals on this day of,
CONTRACTOR:	SURETY
Print Name:	
	ADDRESS
	TELEPHONE

#### **PERFORMANCE BOND**

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

KNOW ALL PERSONS BY THESE PRESENTS:

KNOW ALL I LINGUIS DI TITLE I INCELITIES.	
THAT WHEREAS, the City of Lafayette (Owner) has award contract for the work described as follows: Construction 14-9711, including, but not limited to: mobilization utilities; clearing and grubbing including tree protect concrete pavement and subgrade, concrete and a excavating, grading and compacting pavement subpulverized material; construction of minor concrete driveways, asphalt concrete pavement, storm drain adjustment of utility covers; installation of survey more on the Plans and as described in the Specifications to p	on of 2017 Road Rehabilitation Project, Project No.; traffic control and construction signage; potholing cion and trimming; removal and disposal of asphalt asphalt curb, gutter, flatwork; pulverizing, mixing, ograde and base materials; cement treatment of a structures, concrete and/or asphalt curb, gutter, in facilities, traffic stripes, markers, and markings; numents; and all other miscellaneous work as shown
AS WHEREAS, the Contractor is required to furnish a bota faithful performance thereof;	and in connection with said contract guaranteeing the
NOW, THEREFORE, we, the undersigned Contractor and sum ofDollars (\$and assigns, for which payment well and truly to be administrators, successors and assigns, jointly and several part of the successors and assigns, in the successors and assigns, jointly and several part of the successors and assigns, jointly and several part of the successors and assigns, jointly and several part of the successors and assigns, jointly and several part of the successors and assigns.	), to be paid to the Owner, its successors made we bind ourselves, our heirs, executors and
THE CONDITION OF THIS OBLIGATION IS SUCH:	
That if said Contractor, its heirs, executors, administra and abide by and well and truly keep and perform foregoing contract and any alteration thereof made as performed at the time and in the manner therein spec and meaning, and shall indemnify and save harmle stipulated, then this obligation shall become and be reforce and effect. In case suit is brought upon this bonto the Owner in an amount to be fixed by the couragrees that no amendment, change, extension of time feature or item or items of performance required the obligations on or under this bond; and said surety change, extension of time, alteration, or addition to sperformance required therein or thereunder, shall in bond; and said surety does hereby waive notice of alteration, or addition to said contract, and of any feat or thereunder.	the covenants, conditions, and agreements in the stherein provided on its or their part to be kept and diffied and in all respects according to their true intent ess the Owner, its officers, and agents, as therein hull and void; otherwise it shall be and remain in full d, the said surety will pay a reasonable attorney's feet. Surety, for value received, hereby stipulates and e, alteration, or addition to said contract, and of any herein or thereunder, shall in any manner affect its does hereby waive notice of any such amendment, said contract, and of any feature or item or items of any manner affect its obligations on or under this fany such amendment, change extension of time, ure or item or items of performance required therein
IN WITNESS WHEREOF, we have hereunto set our ha 2017.	nds and seals on this day of,
CONTRACTOR:	SURETY
Print Name:	NAME
Title:	ADDRESS
	TELEPHONE

#### SPECIAL PROVISIONS SECTION SP-1

#### **GENERAL**

(NO BID ITEM)

#### SP1-01 REFERENCES

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, For Construction of Local Streets and Roads, 2015 Edition, herein referred to as the "State Specifications" or "State Standard Specifications".
- The State of California Department of Transportation (Caltrans) Standard Plans, 2015 Edition, 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 referenced Standard Specifications and generally supersede the referenced or applicable sections of said 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. Where ambiguity or conflict exist in the interpretation of precedence, the provision resulting in the highest quality or most expensive grade of construction or product shall govern.

SPECIAL PROVISIONS SECTION SP-2, 3 (NOT USED)

#### 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; clearing and grubbing including tree protection and trimming; removal and disposal of asphalt concrete pavement and subgrade, concrete and asphalt curb, gutter, flatwork; pulverizing, mixing, excavating, grading and compacting pavement subgrade and base materials; cement treatment of pulverized material; construction of minor concrete structures, concrete and/or asphalt curb, gutter, driveways, asphalt concrete pavement, storm drain facilities, traffic stripes, markers, and markings; adjustment of utility covers; installation of survey monuments; and all other miscellaneous work as shown on the Plans and as described in the Specifications to provide a complete project.

#### SP4-02 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

The Engineer will provide paint markings for pavement conforms, driveway paving conform limits, removal and replacement of pavement, curb, gutter, and driveways of all kinds.

The City shall provide all construction survey staking for alignment and grades of roadway, curb, gutter, storm drain, and other items which, in the opinion of the Engineer, require survey staking. The Contractor shall submit staking requests in writing at least five (5) working days in advance of beginning work that requires construction survey staking. The Contractor shall be responsible for paying the cost of resetting survey stakes which are damaged or obliterated by the Contractor's operations.

Survey stakes for roadway alignment and grade will be set on one side of the roadway only. These stakes will provide offset distances, and cuts or fills to the new crown or control line grade breaks, and where applicable, new curb and/or left and right edges of pavement.

The Contractor will be responsible for providing traffic control for the City's survey crew as necessary for any required offset stakes which will need to be set in the roadway, including providing a lane closure and/or flaggers when required. The Engineer will notify the Contractor a minimum of 48 hours prior to the required survey staking in order to coordinate traffic control.

#### SP5-02 MATERIAL SAMPLING AND TESTING

Compaction tests and/or material sampling and testing may be performed by the City's representatives on roadway subgrade, pulverized material, aggregate base, portland cement concrete, asphalt concrete, 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.

#### SP5-03 SUBMITTALS

At minimum, the Contractor shall provide submittals to the Engineer for the following materials. Additional submittals may be found in the various Special Provisions for the Work.

- Aggregate Base Class 2 (Material Source)
- Asphalt Concrete Mix Designs of All Types
- Portland Cement Concrete Mix Designs of All Types
- Cement Treatment of Subgrade
- Reinforcing Steel
- Storm Drain Inlet Grates and Covers
- HDPE Pipes
- Pavement Markers
- Thermoplastic Striping Material
- Sign and Post Materials
- Survey Monument Frames and Covers

- Water Pollution Control Plan
- Waste Management Plan
- Traffic Control Plan and Certification of Qualified Personnel
- CAL/OSHA Excavation Permit

#### SP5-04 ORDER OF WORK

Unless otherwise directed by the Engineer, the following major items of work shall be performed in the following general order. Not every item of Contract Work is shown. Contractor shall accordingly coordinate miscellaneous and coincidental work related to or associated with major work items in order to avoid out-of-sequence construction and conflicts. Not all stages of work apply to every location within the Project.

- 1) Notify Underground Service Alert (USA) to have utilities marked.
- 2) Apply for EBMUD temporary construction permit on Brookdale Court
- 3) Install construction area signs and project identification signs one week in advance of the start of work on a specific street or work area.
- 4) Install water pollution control measures.
- 5) Install tree protection.
- 6) Submit waste management plan prior to commencing any demolition work.
- 7) 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 D to Standard Specifications) is submitted to the Engineer.
- 8) Clearing, grubbing, and tree trimming.
- 9) Sawcut driveway conforms.
- 10) Remove, repair, modify, and/or construct storm drain facilities.
- 11) Remove, replace, and/or construct concrete curb, gutter, sidewalk, driveways, and other flatwork.
- 12) Reference and/or adjust survey monuments, all utility frames and covers to below grading plane.
- 13) Complete full-depth recycling, including cement treatment; finish grade and compact subgrade to design grades; and place asphalt concrete base course.
- 14) Sawcut and remove pavement at transverse conform joints at limits of paving.
- 15) Place asphalt concrete finish course. Place temporary roadway delineation.
- 16) Place asphalt concrete berms.
- 17) Pave driveway conforms and road shoulders
- 18) Raise/adjust all existing monument and utility frames and covers to final grade. Install new monuments.
- 19) Place permanent striping, markers and legends.

- 20) Complete all other construction work and punch list items.
- 21) Remove tree protection, construction area signs and project identification signs.
- 22) Submit completed waste assessment summary report form.
- 23) Submit as-built plans.

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, "Temporary Suspension of the Work", of the General Provisions. The contractor will not be permitted to resume the work until Contractor has remedied said deviation in accordance with the provisions of the Contract.

#### SP5-05 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-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. Notices for driveway closures must be issued each time a driveway access is restricted and must indicate the specific date and time of the anticipated restricted access.

#### ROAD CLOSURE NOTIFICATIONS

At least 7 calendar days prior to performing work that requires road closures, Contractor shall mail a written notice to all residents, emergency services, public transit operators, garbage and recycling collection agencies, the US Postal Service and, school bus services. The City will supply the

contractor with the text for the notices as well as a mailing list to be distributed (see <u>Appendix C</u> for sample text).

At least 7 calendar days prior to performing work that requires road closures, Contractor shall provide and install road closure notification signs at all exits from the limits of work. The signs shall be printed with black lettering on a yellow background and shall have text similar to the example signs found in <u>Appendix C</u> of these Special Provisions. The signs shall be a minimum of 3 feet wide by 3 feet tall and shall state the dates that the road will be closed. 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.

If any road closure identified in the written notice to residents or subsequent road closure notification sign is not undertaken on the date(s) identified, Contractor shall install updated notification signs in-kind at least two days in advance of performing work on the street.

The Contractor shall maintain road closure notification signs in legible condition for the duration of their use.

#### SP6-02 CORDINATION 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 haulers 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 haulers or recycling operations. Contractor acknowledges that he is aware that various haulers and operators operate on different days on different streets within the project area.

#### <u>SP6-03 PERMITS AND LICENSES</u>

The Contractor shall fill out and submit the East Bay Municipal Utility District Temporary Construction Permit application in Appendix D. This permit only applies to the portion of Brookdale Drive that is within the EBMUD right of way.

#### SP6-04 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 will be allowed therefor.

#### **SPECIAL PROVISIONS SECTION SP-7**

#### **UTILITY PROTECTION**

(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 EBMUD AQUEDUCT

The EBMUD aqueduct exists under Brookdale Court between approximately STA 9+00 and STA 12+00. Although the road reconstruction activities are not expected to impact the EBMUD aqueduct facilities, this portion of Brookdale Court is located in the EBMUD right-of-way and has been designated on the plans as a Special Construction Zone. The contractor shall be required to apply for a temporary construction permit from EBMUD for the work located in this zone. The permit application as well as a sample permit indicating conditions that may be required for this portion of the work is attached in Appendix D. Contractor shall expect the process to take at least 3 weeks from the time of application submittal.

All fees associated with the EBMUD Temporary Construction Permit shall be paid by the City of Lafayette by change order.

#### 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 for this project will be held on Wednesday, March 22 at 2:00 p.m. 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. Note: The prime contractor's full-time on-site superintendent or foreman for the project, along with any subcontractor that will be adjusting utility facilities (lowering and raising iron) are required to attend the preconstruction 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 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 Cal/OSHA trenching permit;

#### SP8-02 PROGRESS SCHEDULE

The Contractor shall submit the construction progress schedule to the Engineer at the preconstruction meeting. Contractor shall also submit an updated schedule by no later than Friday morning of each work week, and as requested by the Engineer per 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. Contractor's attention is directed to hours for lane/road closures in Section SP-14 of these Special Provisions.

#### SP8-04 TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall complete the entire Work in this Contract within **seventy five (75)** working days from the start date, including completion of all "Punch List" work. Liquidated damages shall be assessed per Section 8-10, "Liquidated Damages," the General Provisions of the Standard Specifications.

The count of working days for this project will start no later than Monday, April 10, 2017.

#### 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, 10, 11 (NOT USED)

#### SPECIAL PROVISIONS SECTION SP-12

#### **MOBILIZATION**

(BID ITEM NO. 1 AND 2)

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.

#### SP12-01 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, materials, and meeting all general conditions and provisions of Contract Documents and as directed by the Engineer, and no additional compensation will be allowed therefor.

The Contract Price paid for each "Project Identification Sign (City Furnished)" 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 obtain the sign, transporting, installing signs on barricades, maintaining signs, removing signs and barricades, and returning signs to the City as specified in the Standard Specifications and these Special Provisions and as directed by the Engineer and no additional compensation will be allowed therefor.

#### **SPECIAL PROVISIONS SECTION SP-13**

#### **CONSTRUCTION AREA SIGNS**

(BID ITEM NO. 3)

#### SP13-01 GENERAL

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 prior to the start of work on each street, 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 Contractor shall notify the regional notification center for operators of subsurface installations (USA-Underground Service Alert: 1-800-227-2600), at least four (4) working days, but not more than fourteen (14) calendar days, prior to commencing any excavation for construction area sign posts.

The bottom of the mounted sign panel shall be seven (7) feet above existing grade.

#### SP13-02 MEASUREMENTS AND PAYMENT

Construction area signs shall be counted and paid 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, 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.

#### SPECIAL PROVISIONS SECTION SP-14

**TRAFFIC CONTROL** 

(BID ITEM NO. 4)

#### **TEMPORARY PAVEMENT DELINEATION**

(BID ITEM NO. 45)

#### SP14-01 GENERAL

Work shall conform to the requirements of Section 6-12, "Traffic Control," of the General Provisions and Section 15-4, "Removal of Existing and Temporary Traffic Stripes and Pavement Markings," of the Technical 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. Any traffic striping or markings that are removed due to any phase of work shall be replaced, or realigned if required, with temporary traffic stripes or pavement markings. All temporary striping and

markings shall be placed the same day the permanent striping or markings are removed and they shall be placed before opening the roadway to public traffic.

#### SP14-02 ROAD CLOSURE AND HOURS

Contractor's attention is directed to noticing requirements in Section SP6-01.

Road closures shall only be permitted during the pavement pulverization, grading, cement treating, and paving phases of work. Road closure hours for those phases of work shall be allowed between 8:30 a.m. and 4:30 p.m. with the following exceptions:

Road closures shall not be permitted on Woodview Drive.

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. Notwithstanding anything to the contrary, emergency vehicles shall be provided immediate access through the construction area at all times.

#### SP14-03 FAILURE TO COMPLY

Contractor's attention is directed to Standard Specifications General Provision Section 6-12.9 "Failure to Comply", which shall be augmented as follows.

If the Contractor fails to provide traffic control measures in conformance with the submitted traffic control plan, the Engineer may at his sole discretion issue a written warning to the Contractor. The warning shall indicate the location, date, and time of the failure to provide adequate traffic control. After the Second written warning, any violation of the traffic control provisions of the contract documents shall constitute grounds for the City to levy a penalty against the Contractor in the amount of \$500 per incident. Each hour of contract work activity occurring without traffic control as required by contract shall constitute a separate incident for the purpose of assessing the penalty. Contractor shall note that the above provisions are in addition to remedies and enforcement actions

specified in Section 6-12.9 referenced above. This penalty shall be deducted from any money due to the Contractor under the Contract.

#### SP14-04 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, steel plates, traffic control plan, maintaining traffic, lane and road closures, flagmen and all other traffic control devices; and all other work as shown on 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 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 these Special Provisions, and as directed by the Engineer, 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.

#### SP15-01 GENERAL

On streets receiving pulverization and cement treatment, Contractor shall keep the pulverized or cement-treated street moist to control dust, using a water truck or other similar equipment. The street surface shall be moistened a minimum of four times each day (including weekends), and more often as needed to control the dust. If the road becomes too wet, and vehicles track material onto adjacent surfaces, or the wet condition poses a hazard to drivers, the Contractor shall modify his dust control method accordingly to remedy the situation.

#### 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 PROTECTION**

(BID ITEM NO. 5)

The provisions of Section 2, "Clearing and Grubbing," Section 21, "Tree Trimming and Removal," and Section 22-3, "Tree and Plant Protection," of the Technical Provisions of the Standard Specifications shall apply in their entirety except as modified or supplemented herein.

#### SP16-01 GENERAL

In addition to requirements of the Standard Specifications, clearing and grubbing work shall also include removing and/or relocating landscape borders, decorative rocks, and similar decorative features that conflict with planned construction. Where they occur, Contractor shall salvage these features by placing removed items in a neat stack at an adjacent location on the property frontage to be designated by the Engineer.

All cleared and grubbed areas shall be approved by the Engineer before further grading commences.

#### SP16-02 MEASUREMENT AND PAYMENT

The contract lump sum 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 implementing tree protection measures, clearing and grubbing, and tree trimming, and all other work as shown on the Plans, as specified in the Standard Specifications, 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 NO. 6-18)

#### SP17-01 GENERAL

Work shall consist of removing, abandoning, relocating, or protecting existing facilities which interfere with construction. Work performed in connection with various existing highway facilities shall conform to applicable 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. These documents shall be available to the City upon request.

If Contractor damages or destroys materials or facilities designated on the Plans, in these Special Provisions, or by the Engineer to be protected, salvaged or reused, he shall repair or replace them in kind at his sole expense.

#### SP17-02 REMOVALS

Contractor's attention is directed to Section 6-11, "General Safety," of the Standard Specifications General Provisions, and Section SP-27, "Temporary Pavement Delineation," of these Special Provisions.

Removals of existing road facilities not considered to be included in other Contract Work include—concrete, paver, or asphalt concrete driveway, pathway, sidewalk, shoulder, and other flatwork; concrete curb and gutter; storm drain pipes, structures, ditches, and channels. All other removals as shown on the drawings and as directed by the Engineer to accommodate new construction as intended by Contract, for which no specific Bid Item is shown, shall be considered as incidental work.

Where existing curb and gutter is to be removed and replaced, and the adjacent pavement is intended to remain, removal work shall include the removal of said curb and gutter and a sufficient area of the adjacent pavement to a proper depth to allow the forming and construction of the replacement new curb and gutter.

For removals that involve sawcutting, all sawcut lines shall be approved by the Engineer prior to sawcutting. Sawcutting of gutter lips shall be to a neat, straight line in alignment with the projected

gutter lip line of adjacent sections. Removal of obstructions in gutters shall be done with care so as to avoid damaging the underlying gutter to remain.

Removals of area in preparation for new construction shall extend to a depth that is sufficient to accommodate the new improvements to be constructed, including any necessary subgrade. Otherwise, removal shall extend to a depth at least six inches below the surface of the final condition required by Contract.

Storm drain facilities adjoining those designated to be removed shall be protected. Except where Contract Work requires a replacement facility, or otherwise directed by the Engineer, openings leading to/from the facility to be removed shall be plugged per Section 2-5 of the Technical Provisions of the Standard Specifications.

Where existing facilities such as pavers, flagstones, fencing, and miscellaneous property frontage improvements are required to be removed temporarily to provide clearance for construction, upon completion of said construction they shall be reset to their original location and alignment, in a condition equal to or better than that pre-existing.

The Engineer may direct Contractor to salvage components of private improvements designated to be removed. In such cases, Contractor shall take care to remove the components in a manner to reasonably minimize damage and stockpile them neatly in a location designated by the Engineer.

#### **SP17-03 MONUMENTS AND PROPERTY CORNERS**

All monuments and property corners are to be preserved unless designated on the plans to be replaced. The Contractor shall bear the expense of replacing and recording with the County any monument or benchmark that is disturbed and was not designated to be replaced. Replacement shall be done only under the direction of and in the presence of the Engineer or a licensed surveyor.

#### SP17-04 REMOVE AND RELOCATE MAILBOX

Existing mailboxes shall be removed and reset on a new redwood post, or existing post if the owner of the mailbox prefers to salvage and re-use a painted or decorative post. Mailbox removal locations shall be as shown on the Plans or any location that an existing mailbox interferes with contract work. The exact relocation shall be designated by the Engineer or mail carrier. Mailboxes shall be removed reset during the same work day. The new installation shall be in accordance with Contra Costa County Detail CA90i, "Mailbox Details," or matching the existing condition (post, footing, mailbox, size, color), whichever is of a higher quality or more expensive construction in current dollars. To coordinate with other construction, Contractor may set a mailbox in a temporary condition acceptable to the Engineer and the mail carrier.

All excavation resulting from removals shall be backfilled with Class II aggregate base and compacted to 90% relative compaction.

#### SP17-05 LOWERING AND RAISING MANHOLE COVERS AND RODDING INLETS

Work involves storm drain, sanitary sewer, gas and similar utility manhole covers and sanitary sewer rodding inlets. Work consists of initially lowering these facilities to accommodate construction and subsequently raising them to finished grade in conformance with Section 22-9 of the Technical Provisions of the Standard Specifications.

Before excavating the existing roadway, manhole structures and rodding inlets located within repaving limits shall be lowered to a point below the final roadway planing, pulverizing, or excavation depth. If a manhole or rodding inlet condition does not allow said lowering, then the facility shall be lowered as much as practically possible using all reasonable means. Contractor shall then coordinate his construction equipment, means, and methods to avoid damage to the facility during construction.

Adjustments below the planing, pulverizing, or excavation depth shall include but not be limited toplacement of temporary false bottoms in manholes, removal of existing concrete collars, cutting riser pipes, salvaging the existing frames and covers, removal of riser rings, placing and securing in place an acceptable temporary steel cover below the required depth, and placement of temporary asphalt concrete over and around the temporary cover to allow safe passage of vehicular traffic prior to and following roadway excavation. Each false bottom shall be constructed of two pieces of standardgrade plywood, or similar material, that is hinged together so that they can be folded in half to fit through the manhole opening. The false bottom shall be set securely near the bottom of the manhole structure above the sewer flowline, in a manner so as to ensure that flow in the manhole is not impeded by debris entering the manhole inadvertently. Any debris that does enter the manhole or inlet shall be immediately removed. For rodding inlets, the adjustment shall include placing a temporary plug in the riser pipe and covering the pipe with a temporary steel lid. The plug shall be a mechanical type plug. Inflatable plugs shall not be allowed.

Manholes and rodding inlets located within new paving limits shall be raised to finished grades per Section 22-9.2 and Section 22-9.3 of the Standard Specifications, Technical Provisions, following the placement of the final lift of asphalt concrete. For all rodding inlets, the maximum distance between the finished pavement grade and the top of the riser pipe shall be six (6) inches. If the distance to the top of the riser pipe is greater than six (6) inches, the riser shall be extended with a new section of pipe connected with a mechanical fitting that produces a smooth interior with no offset or obstruction. The adjusted sanitary sewer manholes and rodding inlets shall conform to all utility company standards and requirements.

Frames and covers for sanitary sewer manholes may be re-used if they are in good condition and if the manhole covers have a nominal diameter dimension of twenty-five inches (25"). Existing frames and covers that exceed this dimension shall be replaced. In this case, the Central Contra Costa Sanitary District shall provide new frames and covers to be installed by Contractor. At its discretion CCCSD may also elect to provide new sewer rodding inlet frames and covers to be installed by Contractor. Contractor shall coordinate the delivery and integration of materials to be furnished by CCCSD with the District representative.

CCCSD at its sole discretion may elect to adjust its own facilities. In that case, the quantities shown on the Bid Schedule shall be adjusted accordingly, and Contractor shall comply with Section 22-9.3 of the Standard Specifications Special Provisions.

#### SP17-06 ADJUSTING EXISTING UTILITY FRAMES AND COVERS TO GRADE

Work shall consist of protecting the existing utility frames, covers and riser pipe in place and shall include all work necessary to work around the existing facilities during all phases of work. Where noted on the plans, EBMUD will lower the indicated frame, cover, and riser pipe below the pulverizing, or excavation depth. Contractor shall request the adjustment by EBMUD a minimum of two weeks in advance of the start of road reconstruction work on these streets. Contractor shall adjust all frames, covers and riser pipes to finished grade in conformance with Section 22-9 of the Technical Provisions of the Standard Specifications. Contractor shall note that the adjustment may be lower or higher than the existing pavement grade. Extension of a riser pipe shall be made using material similar to the existing, and the two pipes shall be mechanically connected to provide a smooth interior with no offset or obstruction.

Water valves shall be adjusted to grade using a new "G5" box as shown in the detail in Appendix A. The G5 boxes will be provided by the East Bay Municipal Utility District (EBMUD) free of charge. Contractor shall coordinate the delivery or pick-up and integration of materials to be furnished by EBMUD with District representatives. All other frames and covers, shall be adjusted reusing the existing riser and cover with a concrete collar and that is topped with asphalt concrete per the detail in Appendix B.

The Contractor shall phase his work so that all water valves that are lowered remain so for a maximum of 20 calendar days prior to being raised to finished grades. In the event that Contractor fails to adjust said valves to grade and make them fully accessible within twenty (20) calendar days from the initial lowering, Contractor expressly agrees to defend, indemnify, and hold harmless City of Lafayette, EBMUD and their Directors, officers, agents, and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from the inability to operate said valves.

EBMUD at its sole discretion may elect to adjust its own facilities. In that case, the quantities shown on the Bid Schedule shall be adjusted accordingly, and Contractor shall comply with Section 22-9.3 of the Standard Specifications Technical Provisions.

#### **SP17-07 UTILITY BOX ADJUSTMENTS**

Where utility boxes are encountered within the limits of the planned work, Contractor shall adjust utility boxes to the new finished grade. Said adjustment shall include relocation of boxes to a new location as necessary to accommodate new construction. Relocation shall require Contractor to modify and extend the associated existing plumbing to the new location.

For water meters, Contractor shall coordinate with EBMUD to obtain new utility boxes and integrate them into the Work. All boxes shall be placed securely in place on a compacted base in native material, asphalt concrete, or concrete as applicable, in a manner that would not result in settling over time. The boxes shall be set so that they are accessible by utility personnel.

EBMUD at its sole discretion may elect to adjust its own facilities. In that case, the quantities shown on the Bid Schedule shall be adjusted accordingly, and Contractor shall comply with Section 22-9.3 of the Standard Specifications Special Provisions.

#### SP17-08 NOT USED

#### SP17-09 MEASUREMENT AND PAYMENT

No separate payment shall be made for conforming to the provisions of this section, with the exception of the items specified below. Full compensation for conforming to all the provisions of this section, including minor removal work and the resetting of temporary removals, for which no specific payment is allowed in Contract, shall be considered to be incidental work included in prices paid for various other contract items of work, and no additional compensation will be allowed therefor.

The contract unit prices paid per each for "Lower Existing Manhole or Rodding Inlet Frame" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals necessary to lower the frames and covers; including, but not limited to- locating, referencing, and setting marks; lowering the facility; placement of "false bottoms"; cleaning out the structure or riser; placement of temporary cover; placement of temporary asphalt concrete; maintain temporary asphalt concrete; and all other work as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor. Contract quantities may be reduced or eliminated based on work to be performed by others. No adjustment in the bid item price shall be allowed due to any change in contract quantities.

The contract unit prices paid per each for "Adjust Existing Manhole or Rodding Inlet Frame and Cover to Grade" and "Adjust Existing Utility Frame and Cover to Grade" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals necessary to raise the frames and covers, including but not limited to- locating, referencing, and setting marks; all coordination work; raising the facility to finished grade; placement of concrete collars and temporary and permanent asphalt concrete; and all other work 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. Contract quantities may be reduced or eliminated based on work to be performed by others. No adjustment in the bid item price shall be allowed due to any change in contract quantities.

The contract unit prices paid per each for "Adjust Utility Box or Area Drain to Grade" include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in adjusting the facilities to grade complete in place, including all required

excavation, backfilling, compaction, placing of temporary asphalt concrete, and permanent restoration to match surrounding materials, and all other work as shown on the plans and/or applicable standard plans, and as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor. Contract quantities may be reduced or eliminated based on work to be performed by others. No adjustment in the bid item price shall be allowed due to any change in contract quantities.

The Contract Price paid per each for "Relocate Mailbox on New Post" and per linear foot for "Remove Fence" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals necessary to perform the demolition, removal, disposal or salvaging as directed, remove and reset mailboxes, including, but not limited to all excavation and backfill, temporary installations, new mailbox posts and concrete footings, and all other work as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

The Contract Prices paid per square foot for "Remove Concrete Driveway, Sidewalk or Shoulder," "Remove Paver Driveway or Pathway," "Remove Asphalt Concrete Driveway, Pathway, Shoulder or Conform," and "Remove Concrete Valley Gutter" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to sawcut, remove, dispose of and/or salvage existing improvements, and all excavation and preparation required to accommodate new improvements as shown 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 Prices paid per linear foot for "Remove Concrete Curb and Gutter" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to remove and dispose of existing concrete curb and gutter, adjacent asphalt pavement or other paving as necessary to accommodate form boards, and all excavation and backfill as required to accommodate new improvements as shown on the contract plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor. Contract quantities may be reduced or eliminated based on work to be performed by others. No adjustment in the bid item price shall be allowed due to any change in contract quantities.

The Contract Prices paid per linear foot for "Remove Storm Drain Pipe (Various Sizes)" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to excavate, sawcut, remove, and dispose of the existing facilities, including shoring and backfill where required, and all other work as noted on the plans, as specified by these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

#### **SPECIAL PROVISIONS SECTION SP-18**

#### **FULL-DEPTH ASPHALT CONCRETE RECYCLING**

(BID ITEM NO. 37-38)

The provisions of Section 11, "Full-Depth Asphalt Concrete Recycling," of the Technical Provisions of the Standard Specifications shall apply in their entirety except as modified or supplemented herein.

#### SP18-01 GENERAL

Pulverizing and mixing shall be performed using a pulverizing machine. A grinding machine shall not be acceptable.

Per Section SP-7, "Existing Utilities," of these Special Provisions, Contractor shall pothole to confirm all utilities are below the designed street pulverization depth, and that utilities will not be damaged while pulverizing and mixing the existing asphalt concrete, base and subgrade material. Contractor shall take precautions to protect manholes, valves, and similar facilities that were not lowered or that have been lowered to the lowest grade possible but are still within the designed pulverizing depth. Contractor shall pulverize and mix or remove the pavement and base materials to the full pulverization depth around and or over these facilities to the fullest extent possible, using non-mechanical means as necessary.

Contractor's attention is directed to SP-20-02, "Roadway Excavation," regarding the removal of excess pulverized materials prior to grading and compaction of new subgrade.

All streets designed to receive cement treatment shall be treated within three (3) working days of the pulverizing being completed. The asphalt concrete base course shall be installed within three (3) working days after the minimum 48-hour cure time of the cement treatment. Each day after the total eight-working-day period described above, failure to complete the base course per these Special Provisions shall constitute a violation subject to a penalty of \$250 per violation per street. Said penalty assessment shall be deducted from any payments due to Contractor. In addition, the Engineer may require the implementation of additional dust control measures as outlined in Section SP15 "Dust Control" of these Special Provisions.

#### SP18-02 MEASUREMENT AND PAYMENT

The final pay Contract Price paid per cubic yard for "Full-Depth Asphalt Concrete Recycling" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals, and for doing all the work, including, but not limited to- potholing; pulverizing; asphalt dike removal within the pulverizing limits; mixing; moisture conditioning; grading; and compacting pulverized material; constructing, maintaining, removing, and disposing of temporary ramps; dust

control; and all other work 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. Cement treatment is measured and paid separately as follows.

The final pay Contract Price paid per cubic yard for "Cement Treat Pulverized Base Material" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals for doing all work involved including but not limited to- furnishing, spreading and mixing cement and water; grading; excavation; shaping; compaction; trimming; curing; monitoring and maintenance over weekends and holidays; dust control; proof-rolling; and all other work 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.

Payment for excavating, loading, offhauling and disposal of unstable material shall be paid as extra work at the contract item price per cubic yard for "Roadway Excavation," and shall conform to the provisions of Section SP-20, "Excavations," of these Special Provisions. Payment for backfilling unstable areas with asphalt concrete as base repairs shall be paid at the contract item price per ton for "Asphalt Concrete Pavement," and shall conform to the provisions of Section SP-22, "Asphalt Concrete," of these Special Provisions.

The quantities shown for "Full-Depth Asphalt Concrete Recycling" and "Cement Treat Pulverized Base Material" on the Bid Schedule shall be "Final Pay" quantities in accordance with the provisions of Section 9-6 of the General Provisions or the Standard Specifications.

#### **SPECIAL PROVISIONS SECTION SP-19**

#### **AGGREGATE BASE**

(NO BID ITEM)

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.

For certain installations, in lieu of Class II aggregate base, Contractor may be allowed to use pulverized material with maximum-size aggregates less than two (2) inches, generated from Project Work. The pulverized material shall be free of organic and other deleterious debris. The Engineer shall determine whether the material is suitable as a substitution based on inspection. The Engineer's decision shall be at his sole discretion, shall be final, and shall not constitute a contract change.

#### SP19-01 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-20**

#### **EXCAVATIONS**

(BID ITEM NO. 39)

#### SP20-01 GENERAL

Excavation of all kinds shall conform to Section 3, "Earthwork," of the Standard Specifications Technical Provisions.

Pavement cores were obtained to determine the existing pavement section thickness and subgrade material. The cores for this project do not reveal any concrete in the areas to be excavated. The coring locations and material information is shown on the Contract Plans.

Contractor's attention is directed to Section 6-5, "Weight Limitation," of the General Provisions of the Standard Specifications.

#### SP20-02 ROADWAY EXCAVATION

Work shall include the excavation and disposal of pulverized materials determined by the Contractor to be excess, as part of the Full-Depth Asphalt Concrete Recycling process. Said excavation and disposal shall be to achieve the structural section as shown on the plans and in these Special Provisions. All material not suitable or used as road subgrade, shoulder backing, or backfill shall be considered excess. The excess material shall be removed with a grinding (or milling) machine conveying material directly into hauling trucks, which immediately off-haul the material from the work-site. Disposal shall be in accordance with the provisions of Section 6-16, "Disposal Outside Project Limits," of the General Provisions of the Standard Specifications.

Excess pulverized/mixed material will consist of asphalt concrete, base material and native material, and may contain reinforcing fabric and/or other particles that are a by-product of asphalt concrete. The City makes no guarantee that the material will be reusable or recyclable. No additional compensation shall be allowed to the Contractor if the pulverized material is deemed not reusable or recyclable. Any testing, if required, by the disposal site shall be arranged and paid for by the Contractor.

#### SP20-03 MEASUREMENT AND PAYMENT

Unless otherwise provided by a Contract Bid Item, there is no separate measurement or payment for excavation associated with various Contract Work, such as curb and gutter, walkway, driveways, storm drains, and minor structures. All excavation and backfill necessary to construct all Contract Work shall be considered as included in the Contract Prices paid for the various items of work.

The final pay Contract Price per cubic yard for "Roadway Excavation" shall include full compensation for all labor, materials, tools, equipment and incidentals, and all work involved, to remove, load, handle, off-haul, and dispose of materials 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.

The quantities shown for "Roadway Excavation" on the Bid Schedule shall be a "Final Pay Quantity" in accordance with the provisions of Section 9-6 of the General Provisions of the Standard Specifications.

#### SPECIAL PROVISIONS SECTION SP-21 (NOT USED)

#### **SPECIAL PROVISIONS SECTION SP-22**

#### **ASPHALT CONCRETE**

(BID ITEM NO. 40-44)

The provisions of Section 9, "Asphalt Concrete", of the Technical Provisions of the Standard Specifications shall apply in its entirety except as modified or supplemented herein. Failed pavement area repair shall conform to Section 5, "Street Failed Area Repair," of said Technical Provisions.

#### SP22-01 DRIVEWAYS, PATHWAYS, AND SHOULDER CONFORM PAVING

Asphalt driveway, pathway and shoulder conform limits are approximate. The Engineer will delineate actual conform lines prior to the start of work. Substrate conditions for conform paving differ depending on the project location as shown on the Plans. Conform paving may be installed on existing pavement, on existing base, or on new subbase. In all cases, a paint binder (tack coat) conforming to Standard Specification Technical Provision Section 9-11 shall be required. When conform paving is installed on unpaved base materials, the minimum thickness of finish asphalt concrete paving is three (3) inches.

Where asphalt concrete thickness is required to be three (3) inches minimum, Contractor may install asphalt concrete in multiple lifts to a total thickness greater than three (3) inches to meet the design or conform grades. At Contractor's option, suitable backfill materials may be used to prepare the subgrade such that the finish asphalt concrete paving meets the three (3) inch minimum. Suitable backfill may be Class II Aggregate Base conforming to SP-19 or pulverized material, having maximum-

size aggregates less than two (2) inches, generated from Contract Work and determined to be suitable by the Engineer.

Where a new subbase is required per the Contract Plans, the subgrade shall be excavated and compacted to the required depth to accommodate the design structural section. New subbase shall be six (6) inches minimum, consisting of Class II aggregate base conforming to SP-19 and compacted to 95% relative compaction.

All conforms shown adjacent to a berm of any type shall be paved at the same time as the berm placement and shall be compacted with a vibraplate, small roller, or similar compactor, at the time of placement.

#### SP22-02 ASPHALT BERM (DIKE)

Berms, or dikes, shall be in accordance with applicable details shown on State Standard Plans. Berm locations include those shown on the Plans.

Prior to placement of the berm, the underlying pavement shall be thoroughly cleaned and a tack coat per Standard Specifications Technical Provisions Section 9-11 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 slough, fall apart, or otherwise become damaged 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 conforming berm that is smooth and uniform in appearance.

Berms shall be reduced to 2-inches in height 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 berms shall be placed and compacted at the same time as the berms to achieve a monolithic construction.

The ends of new berms shall be painted white with two coats of traffic paint for a minimum length of one foot, and a Type "C" pavement marker shall be placed on top of the berm where it tapers to end.

Private drain lines terminating near the edge of the existing road shall be extended through the face of new Type 'A' asphalt berm using 3" diameter schedule 40 PVC pipe. Contract Work for the installation of new asphalt berms shall include extending said drain lines to the new face of berm and integrating them into the new construction.

All berms shall be backed with either asphalt concrete conform paving, select fill, pulverized material, aggregate base, topsoil, gravel, or other material that matches the existing surrounding shoulder material.

#### SP22-03 MEASUREMENT AND PAYMENT

The contract unit price paid per ton for "Asphalt Concrete Pavement" shall be considered as full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals to complete the necessary work, including but not limited to- cleaning existing pavement; furnishing, transporting, placing, spreading and compacting asphalt concrete; tack coat binder; constructing, maintaining, removing, and disposing of temporary asphalt concrete ramps; all roadway conform paving; any necessary corrective measures; and all other work 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.

The contract unit prices paid per square foot for "AC Driveway, Pathway, or Shoulder on Existing Base Material" and "AC Driveway, Pathway or Shoulder on 6" Class II AB" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals and for doing all work involved including but not limited to- excavation required to install required structural section; 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 these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

The contract unit prices paid per linear foot for "Asphalt Berm" of various types shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals necessary to construct the asphalt concrete dike including but not limited to- cleaning; tack coat binder; placing, compacting, protecting and backfilling berms; white traffic paint and Type "C" markers on Type 'A' berm ends; incidental extension of private drain pipes to be incorporated into the berm construction; and all other work 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. Note that in certain constructions the payment of backfill of berms may be included in other items of work elsewhere in the Contract.

#### **SPECIAL PROVISIONS SECTION SP-23**

#### CONCRETE CONSTRUCTION

(BID ITEM NO. 19-29)

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. Section 17-7 of said Technical Provisions shall also apply to construction of storm drain inlets.

#### SP23-01 GENERAL

All new curb, gutter, driveways, and storm drain structures shall conform to the latest applicable Contra Costa County (CCC) Public Works Department "Standard Plans" unless otherwise specified or modified by Contract Documents. All new concrete construction shall include installation of a

subbase consisting of a minimum six (6)-inch-thick layer of Class 2 aggregate base, conforming to SP-19, compacted to 95% relative compaction. Work also includes constructing dowelled connections between new and existing facilities.

All new inlet tops shall have a City-furnished sticker, stating "No Dumping – Drains to Creek." affixed to the curb or other logical nearby location.

All new storm drain connections to new or existing storm drain inlets or manholes shall include a weep hole to drain the pipe backfill. Weep holes shall only be required where new storm drains enter the structure.

All new storm drain inlets shall have one 4" PVC schedule 40 pipe stubbed into the structure for future private drain connections. Pipe shall extend a minimum of 6 inches beyond the outside wall of the structure and as directed by the engineer. Pipe shall be capped with a PVC cap.

The void between the back of new concrete curbs, inlets, and driveways and the surrounding terrain shall be filled with material to <u>match existing surrounding material</u>. This material is typically topsoil, gravel or base rock. Fill material shall be placed and compacted to the top of the new concrete improvements and sloped at a maximum of 3:1 to conform to the existing terrain. The fill material shall be compacted to 90% relative compaction. In areas where topsoil is placed, a 1-inch layer of mulch shall be placed over the topsoil.

#### **SP23-02 CONCRETE REQUIREMENTS**

Concrete used for all items on this project shall be Class 564-C-3250 with minimum 28-day compressive strength of 3,250 pounds per square inch. The maximum slump shall be four (4) inches.

Slurry backfill for trenches shall conform to Section 19-3.02G, "Controlled Low-Strength Material," of the State Specifications. Material shall have a minimum compressive strength of 100 pounds per square inch.

#### SP23-03 MINOR CONCRETE CONSTRUCTION

Curb and gutter shall match existing curb and gutter configuration except that 6 inches of base rock shall be placed under new curb and gutter.

Where existing curb is of colored concrete contractor shall make every effort to match the existing color.

Where curb drains exist in curb and gutter to be removed and replaced, Contract Work for the replacement new curb and gutter shall include extending said drain lines to the new face of curb and integrating them into the new construction conforming to the details shown on the Plans or various Standard Plans.

In modifying inlet tops, Contractor shall remove existing tops of inlets in any manner that protects the base of the inlets and their connections to storm drain pipes. Precautions shall be taken to avoid introducing debris into the storm drain system. New inlet tops shall be cast in place and dowelled into the existing inlet base per details on the Plans. Dowels shall have a maximum spacing of 6 inches.

Dowels used in connections between new and existing facilities shall be #4 rebars, 12" long. The dowels shall be in drilled holes, grouted and spaced in conformance with the details shown on CCC Standard Plan CA74i and these Special Provisions. All dowels shall have a minimum 1 ½" concrete cover.

Contractor's attention is directed to the potential existence of private irrigation facilities located behind the existing curb and gutter or at drain inlet locations. Coordination, protection, and relocation of these facilities are considered incidental to Contract Work per Section 7 of the Standard Specifications General Provisions. Contractor shall repair any damage on the same day that it is caused by his activities, to a fully functional condition.

#### SP23-04 PATH OF TRAVEL TACTILE SURFACES

The color of detectable tactile warning panels shall be onyx black (Federal Color No. 17038). Contractor shall submit a six (6)-inch square sample of the product to be used, along with the manufacturer's product data and "cut-sheets" for review and approval prior to ordering. The detectable warning surface shall conform to:

- 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."
- 2. 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).

#### SP23-05 CONFORM PAVING

Unless otherwise specifically provided elsewhere in these Special Provisions, conform paving adjacent to new concrete construction, such as curb, gutter, inlets and associated aprons, and valley gutter shall be considered to be included in the Contract Work to construct those items. Asphalt concrete for conform paving shall conform to SP-22.

#### SP23-06 MEASUREMENT AND PAYMENT

The Contract Price paid per linear foot for "Concrete Curb and Gutter," "Concrete Curb (A1-6)," per square foot for "Concrete Driveway", "Concrete Sidewalk," "Concrete Valley Gutter," and "Concrete Curb Ramp with Detectable Panel" and per each for "Concrete Channel" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals necessary to complete the work, including but not limited to- sawcutting; excavation and preparing subbase; dewatering; loading, hauling, and disposal of spoils; forming, placing, and finishing concrete; backfill; conform paving; doweled connections; setting tactile surfaces in accordance with manufacturer's instructions, and all other work necessary to construct the facility complete and in place 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.

The Contract Price paid per each for the **retrofit and installation of various drainage structures** (inlets and manholes) shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals for doing all work involved, including but not limited to- sawcutting; removals where needed; excavation and preparing subbase; dewatering; loading, hauling, and disposal of spoils; forming, placing, and finishing concrete; installing frames and grates; backfill; doweled connections; and all other work necessary to construct the facility complete and in place 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.

"Concrete Curb Ramp with Detectable Panel" shall be measured as the ramp area up to the outer most groove line defining the ramp, up to and including the adjacent retaining curb where it exists, and inclusive of the detectable panel. The retaining curb associated with a curb ramp shall not be paid separately as a curb item.

Concrete inlet aprons, regardless of size, are measured and paid per linear foot as "Concrete Curb and Gutter."

#### **SPECIAL PROVISIONS SECTION SP-24**

#### STORM DRAINS

(BID ITEM NO. 30-33)

The provisions of Section 18, "Storm Drains", of the Technical Provisions of the Standard Specifications shall apply in their entirety except as modified or supplemented herein.

#### SP24-01 MEASUREMENT AND PAYMENT

The Contract Prices paid per linear foot for installation of various pipe classes shall be considered as

#### SP24-02 MEASUREMENT AND PAYMENT

The Contract Prices paid per linear foot for **installation of various pipe classes** shall be considered as full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals necessary to perform all work, including but not limited to- potholing; sawcutting; excavation; installing various pipes with fittings and flared end section; bedding and backfill; compaction; temporary asphalt concrete paving; coordination with, protecting, and supporting existing utilities; and all other work as shown on the Plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer; and no additional compensation shall be allowed therefor.

The contract price paid per each for "Flared End Section and Rock Headwall" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals for doing all the work involved in placing and constructing the flared end section and rock headwall, including but not limited to all excavation and backfill, and all other work 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 "Sheeting and Shoring" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals for doing all the work involved in sheeting and shoring as specified in the Standard Specifications; as required by the California Occupational Safety and Health Administration, the California Division of Industrial Safety, and all applicable laws; and these Special Provisions; and as directed by the Engineer; and no additional compensation shall be allowed therefor.

#### SPECIAL PROVISIONS SECTION SP-25

#### PAVEMENT STRIPING, MARKERS AND DELINEATION

(BID ITEM NO. 46-51)

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.

#### SP25-01 GENERAL

Contractor's attention is directed to notification requirements in Section 15-2 of the Standard Specifications Technical Provisions. No payment shall be made for any striping work performed without notification to the City conforming to the above.

During pavement striping and marking operations, the Contractor shall implement traffic control as specified in SP-14 of these Special Provisions.

#### SP25-02 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 will be made for gaps 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 stripes and striping details, per square foot for "Thermoplastic Pavement Legends & Markings," and per each for "Two-Way Reflective Pavement Markers (Blue)," shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, including any necessary cat tracks, dribble lines and layout work; and all other work as shown on the Plans, the State Standard Plans, and as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

#### **SPECIAL PROVISIONS SECTION SP-26**

#### **SURVEY MONUMENT**

(BID ITEM NO. 52)

#### SP26-01 GENERAL

Contractor shall remove and dispose of existing monuments where shown on the plans or as directed by the Engineer. New survey monuments shall be set at locations shown on the Plans or as designated by the Engineer in the field in accordance with the details shown on County Standard Plan CC105, "Street Survey Monument." Frames, covers, collars, concrete cores and brass markers shall be furnished and installed by the Contractor. The City will set reference points, prior to the start of construction, for existing survey points.

At least five (5) working days prior to the installation of monuments, Contractor shall deliver brass markers to the Engineer for the stamping of the land surveyor's license number on the disks.

Survey monument in pavement shall be installed after the final lift of paving is completed and after the City Surveyor has set temporary straddle survey points. If permanent asphalt concrete paving cannot be placed the same day that the monument frame and collar are installed, Contractor shall place and maintain temporary asphalt concrete until the permanent pavement is placed.

#### SP26-02 MEASUREMENT AND PAYMENT

The Contract Price paid per each for "Install New Monument" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals necessary; including but not limited to- excavation; removing and restoration of asphalt concrete pavement; removal and disposal of existing monuments; concrete collar; placement, maintenance, and removal of temporary asphalt concrete around the monument, and all other work to completely install the monument in place 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-27 MISCELLANEOUS CONSTRUCTION

(BID ITEM NO. 34-36 and 53-54)

#### SP27-01 GENERAL

Miscellaneous work covered under this section includes:

- Shoulder backing
- Re-grade earth ditch
- Reset brick paver surfaces
- Remove and reset dry stacked rock wall
- Remove and reset brick curb

#### SP27-02 SHOULDER BACKING

Contractor shall place shoulder backing along the edge of the finish course of all new asphalt concrete paving that is not confined by a concrete gutter or other paving. Shoulder backing shall also be placed behind curbs and berms, and other similar vertical edges of construction or void space to either buttress the improvement or conform the work to surrounding grades. Shoulder backing shall consists of clean native material, select fill, aggregate base, or pulverized material to best match the existing surrounding condition. Prior to placing shoulder backing all deleterious material such as leaves and mulch shall be removed from the area to be covered with shoulder backing. Select fill and pulverized materials shall have maximum-size aggregates less than two (2) inches and be free of organic particles. Aggregate base shall be Class II conforming to SP-19.

Shoulder backing along unconfined edges of pavement is typically 4 feet wide, placed to the top of pavement finished grade, and sloped to match adjacent grades at a maximum slope of 3 to 1, horizontal to vertical. Shoulder backing behind tops of berms and curbs shall be within half an inch of top of curb/berm, and sloped to match adjacent grades as described above. Materials shall be appropriately moisture-conditioned prior to placement. Select fill shall be compacted to 90% relative compaction. Aggregate base and pulverized material shall be compacted to 95% relative

compaction. Shoulder backing shall be trimmed neatly and compacted in place on the same day that the material is placed.

Conform between new pavement or improvements and decorative gravel driveways or shoulders shall be treated as shoulder backing. When disturbing such driveways and shoulders, Contractor shall salvage sufficient existing gravel to allow for the construction of conforms. If necessary, Contractor shall import new material in kind.

#### SP27-03 RE-GRADE EARTH DITCH

At the location shown on the Plans and at locations designated by the Engineer, Contractor shall grade the existing earth ditch, removing all earth, vegetation, and root matter to restore positive drainage and provide a neatly-trimmed, well-defined, compacted, and stable embankment on both sides of the ditch.

#### SP27-04 REMOVE AND RESET DRY STACKED ROCK WALL

Contractor shall salvage with care all rocks to be reused and reset. Damaged rocks shall be replaced in kind to equal the pre-existing appearance, function, and quality. Rocks shall be keyed into the existing ground to a minimum depth of 6-inches and set to match the appearance of adjacent undisturbed sections of wall. Rock wall shall be backfilled, graded and compacted to 90% relative compaction to match surrounding undisturbed areas in grade and materials.

#### SP27-05 RESET BRICK PAVERS

Contractor shall salvage with care all brick pavers to be reused and reset. Damaged and broken pavers shall be replaced in kind to equal the pre-existing appearance, function, and quality. Pavers shall be set on sand or mortar to match the existing surrounding condition. Cutting shall be to a neat, straight line, with no cut unit having a minimum dimension less than three (3) inches. For pavers set in sand, a fine sand course shall be swept over the finished surface, then vibrated to lock the paver units in place.

#### SP27-06 REMOVE AND RESET BRICK CURB

Contractor shall salvage with care all bricks to be reused and reset. Damaged and broken bricks shall be replaced in kind to equal the pre-existing appearance, function, and quality. Pavers shall be set in mortar to match the existing surrounding condition.

#### SP27-07 MEASUREMENT AND PAYMENT

The Contract price paid per linear foot for "Shoulder Backing" shall be considered as full compensation for furnishing all labor, tools, equipment, and incidentals and for doing all work involved, including but not limited to- providing, placing, and compacting fill material, and all other work 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.

The Contract price paid per linear foot for "Re-grade Earth Ditch" shall include full compensation for furnishing all labor, tools, equipment, and incidentals and for doing all work involved, including but not limited to- removing vegetation, excavation, hauling and disposal of spoils, grading, and all other work 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.

The Contract price paid per square foot for "Reset Brick Paver Surfacing" shall include full compensation for furnishing all labor, tools, equipment, and incidentals to perform all work to salvage, store, protect, and reset brick pavers, including replacement of damaged units, 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.

The Contract price paid per square foot for "Remove and Reset Dry Stacked Rock Wall" and "Remove and Reset Brick Curb" shall include full compensation for furnishing all labor, tools, equipment, and incidentals to perform all work to salvage, store, protect, and reset dry stacked rock wall and brick curb, including replacement of damaged or lost rocks and bricks, 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-28

#### TRAFFIC SIGN

(BID ITEM NO. 55-57)

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

#### SP28-01 GENERAL

To relocate signs, existing posts to be removed shall be completely removed and the excavation backfilled with material matching the surrounding area and adjacent grades.

At no additional cost to the City, Contractor shall replace all signs damaged by Contractor's operations or lost while in Contractor's possession.

Signs posts shall be galvanized 1 ¾" Ulti-Mate square post systems or approved equal.

Warning signs shall be Yellow in color green or lime green signs shall not be used.

All road signs shall be installed with a minimum of 7' of vertical clearance measured from the lowest point of the sign panel to the ground surface.

#### SP28-02 MEASUREMENT AND PAYMENT

The Contract Price paid per each for "Relocate Traffic Sign on New Post", "Remove Traffic Sign and Post", and "Install Traffic Sign and Post" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals, and for doing the work involved in removing existing signs and posts where designated, disposal of said existing posts and foundations, backfilling excavations, installing signs on new posts complete in place, including mounting hardware and new sign panels where required, and all other work as shown on the Plans, as specified by these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

# **APPENDICES**

### **APPENDIX A**

# WASTE MANAGEMENT PLAN INSTRUCTIONS



#### **Planning & Building Department**

3675 Mt. Diablo Boulevard, Suite 210 Lafayette, CA 94549-1968 Tel. (925) 284-1976 • Fax (925) 284-1122 http://www.ci.lafayette.ca.us

# WASTE MANAGEMENT PLAN INSTRUCTIONS CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING

#### **GENERAL**

The City of Lafayette is mandated by the State of California to divert 50-percent of all solid waste from landfills either by salvage or recycling. To help meet this goal, the City requires completion of a Waste Management Plan (WMP) for covered projects identifying how at least 50-percent of project waste materials will be diverted from the landfill. A "covered project" is defined as:

- 1. Construction, renovation, and demolition projects where the total costs are projected to be equal to or greater than \$50,000; and/or
- 2. Construction or renovation projects equal to or greater than 1,000 sq. ft.; and/or
- 3. Demolition projects equal to or greater than 300 sq. ft.

All phases of a project and all related projects taking place on single or adjoining parcels are considered a single project.

#### **GREEN HALO SYSTEMS**

For a covered project, applicants are required to submit their WMP to the City using Green Halo Systems. Green Halo is a free web-based service for waste diversion and recycling tracking. Through Green Halo, applicants can establish, monitor and document their waste management plan and compliance online. Applicants can set-up a Green Halo account at <a href="https://www.greenhalosystems.com">www.greenhalosystems.com</a>. For applicants who do not have access to the internet, Green Halo can set-up an account over the phone at 1-888-525-1301. Once an applicant has created a Green Halo account, they can track and manage multiple projects for different jurisdictions on their account.

#### **PROCEDURE**

Prior to issuance of a grading, demolition, and/or building permit for a covered project:

- Submit a non-refundable administrative fee, payable to the City of Lafayette. See "<u>Planning Fees</u>" handout for current rate.
- 2. Submit a WMP to the City using Green Halo that includes the following:
  - a) Identification of all the materials you estimate will be recycled, salvaged, or disposed; and
  - b) Identification of which certified C&D facilities the various material types will go.
- 3. Green Halo will notify the City that a WMP has been submitted. The City will review the submitted WMP on Green Halo. The WMP will only be approved when all of the following conditions have been met:
  - a) The WMP provides all information noted above; and
  - b) The WMP indicates that at least 50% of all construction and demolition debris generated by the project will be diverted.
- 4. The WMP will be approved or not approved. If the WMP is incomplete and/or fails to meet the required diversion rate, the WMP will not be approved and the applicant will be notified about the reasons for non-approval. No grading, building, and/or demolition permit will be issued until the WMP is approved.

#### INFEASABILITY EXEMPTION

If an applicant for a covered project experiences unique circumstances that make it infeasible to comply with the diversion requirement, the applicant may apply for an exemption at the time the WMP is submitted. Increased costs to the applicant generally will not be a sufficient basis for an exemption. The applicant shall indicate on the WMP the minimum rate of diversion he/she believes is feasible for each material and the specific circumstances that he/she believes make it infeasible to comply with the diversion requirement.

#### **UPON COMPLETION OF THE PROJECT**

Prior to the final inspection of a grading, demolition, and/or building permit and within 30 days after project completion, the applicant shall submit their WMP to the City through Green Halo for final review. The goal of the final review is to provide documentation to the City showing that the diversion requirement has been met. The WMP submitted for final review shall include the following:

- 1. Receipts from the certified facilities that collected or received each material showing the actual volume or weight of the material received and how the material was disposed of; and
- 2. Any additional information the applicant believes is relevant to determining its efforts to comply in good faith with the diversion requirement.

Through Green Halo, the City will review the WMP and documentation noted above and a determination will be made if the applicant has complied with the diversion requirement as follows:

- 1. Full compliance If the applicant has fully complied with the diversion requirement.
- 2. Good Faith Effort to Comply If the diversion requirement has not been achieved, the City will determine on a case-by-case basis whether the applicant has made a good faith effort to comply with the diversion requirement. In making this determination, the City will consider the availability of markets for the C&D debris landfilled, the size of the project and the documented efforts of the applicant to divert the C&D debris.
- 3. **Noncompliance** If the City determines that the applicant has not complied with the diversion requirement, the City may withhold final project approval until full compliance can be established.

No hold on final shall be released, until the WMP has been provided to and approved by the City as either full compliance or good faith effort to comply.

#### **NONCOMPLIANCE**

Please note that if the required documentation is not submitted and approved by the City, or the applicant has not made a good faith effort to comply, the applicant is in noncompliance status and is in violation of the Lafayette Municipal Code (LMC) and is liable for a civil penalty, or any other remedy provided in the LMC. This violation makes the property owner liable to the City for a civil penalty of \$1,000 or one percent (1%) of the project cost, whichever is less. The project will not be approved and holds will not be released, until the project is in full compliance, meets the good faith effort to comply, or the civil penalty has been paid.

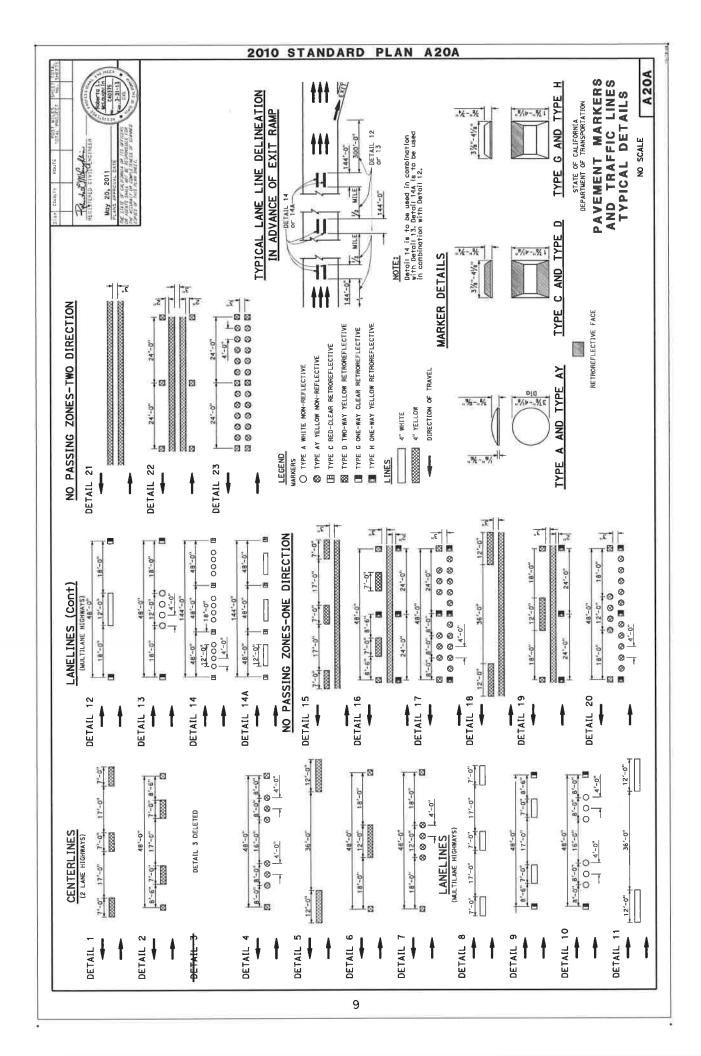
#### **APPEAL**

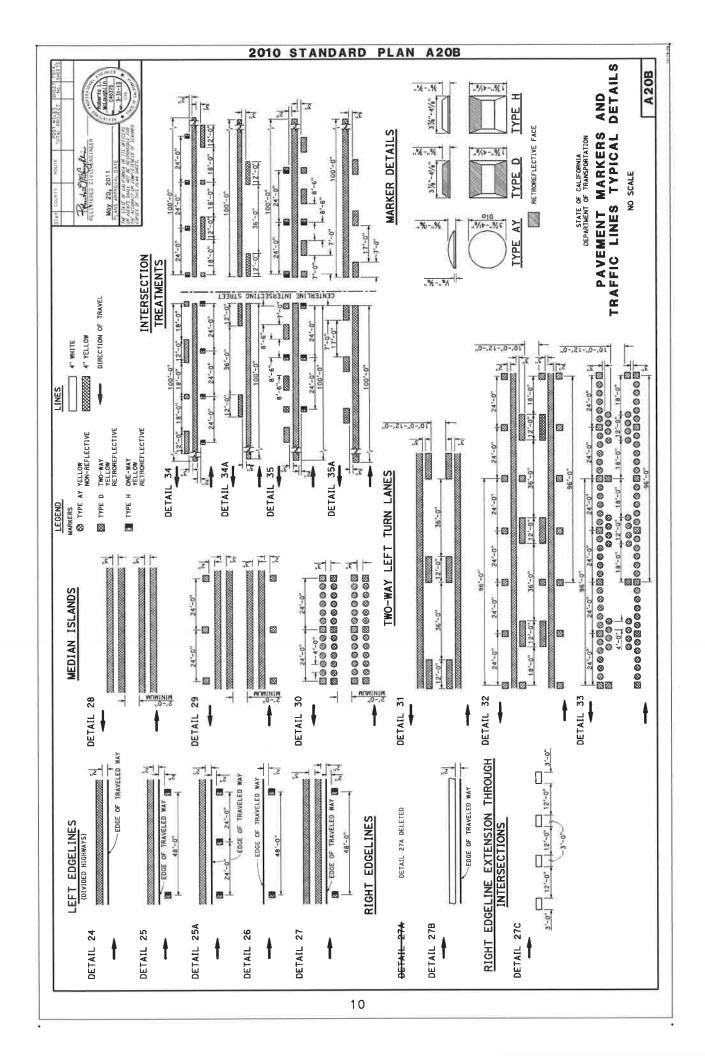
Appeal of the determination made by the City shall be made to the City Council within 30 days of the City's determination. To appeal, an applicant must submit a letter to the city manager concisely stating the facts of the case and the grounds of appeal. The city manager will schedule a meeting before the city council and notify the applicant of the date, time, and place. The decision of the city council is final. Appeals shall be limited to:

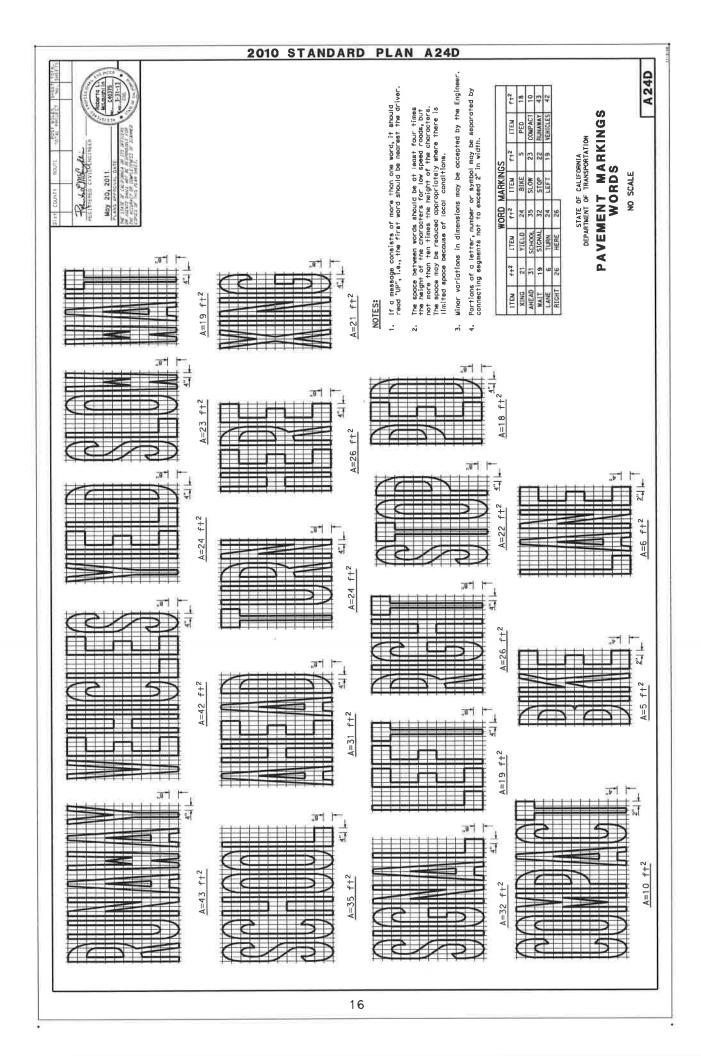
- 1. The granting or denial of an exemption; or
- 2. Whether the applicant has made a good faith effort to comply with the WMP.

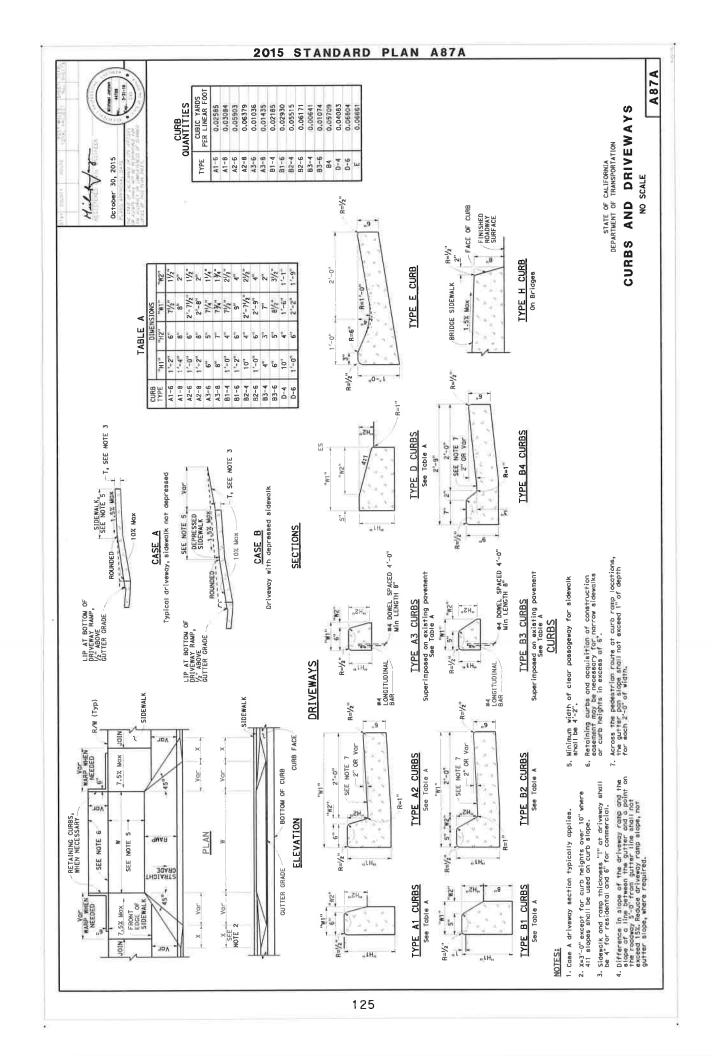
**NOTE:** The applicant and property owner are responsible for the actions of their contractors or other agents with regard to the diversion requirement. Therefore, when reviewing proposals from project managers, contractors, site cleanup, vendors, and other building professionals, all aspects of the proposal should be considered and not just the cost.

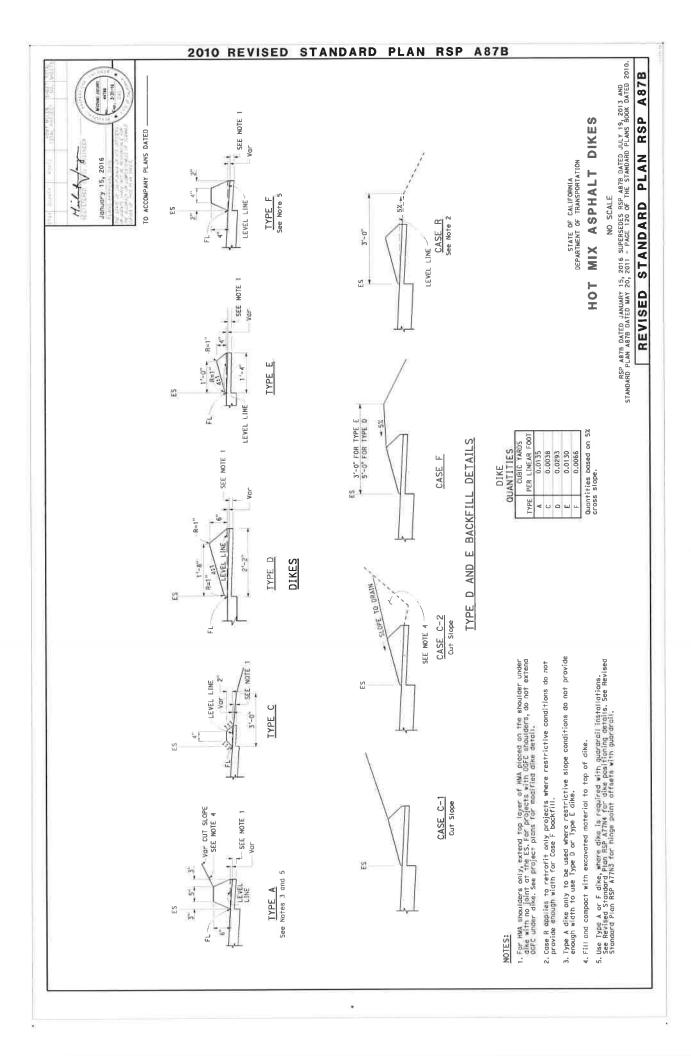
# APPENDIX B STANDARD PLANS

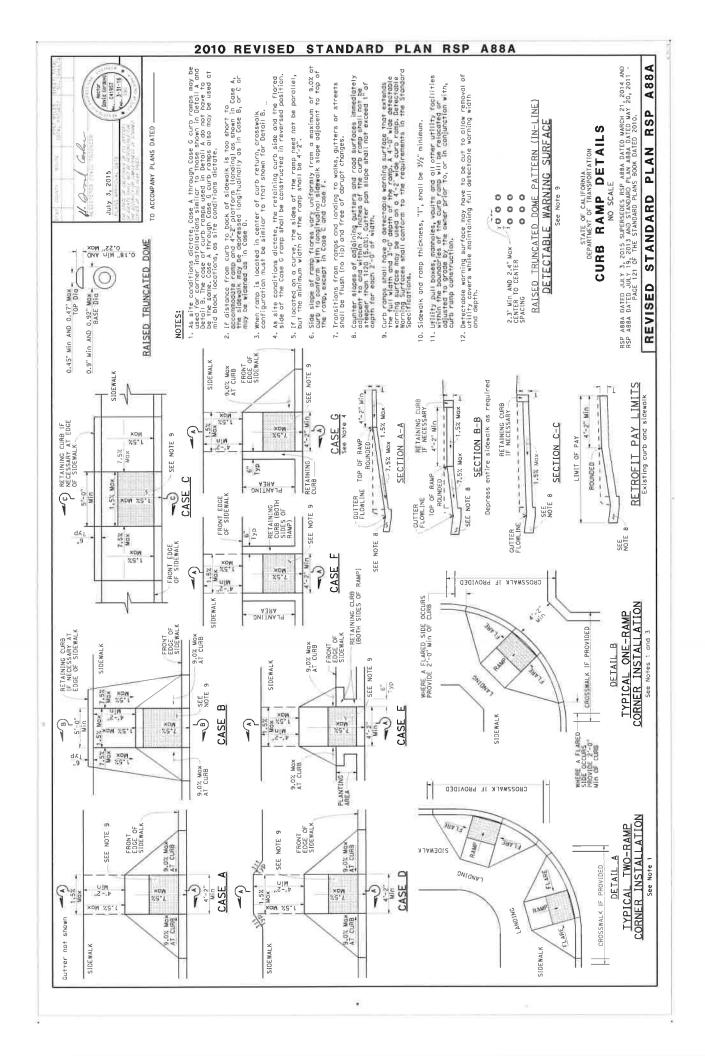


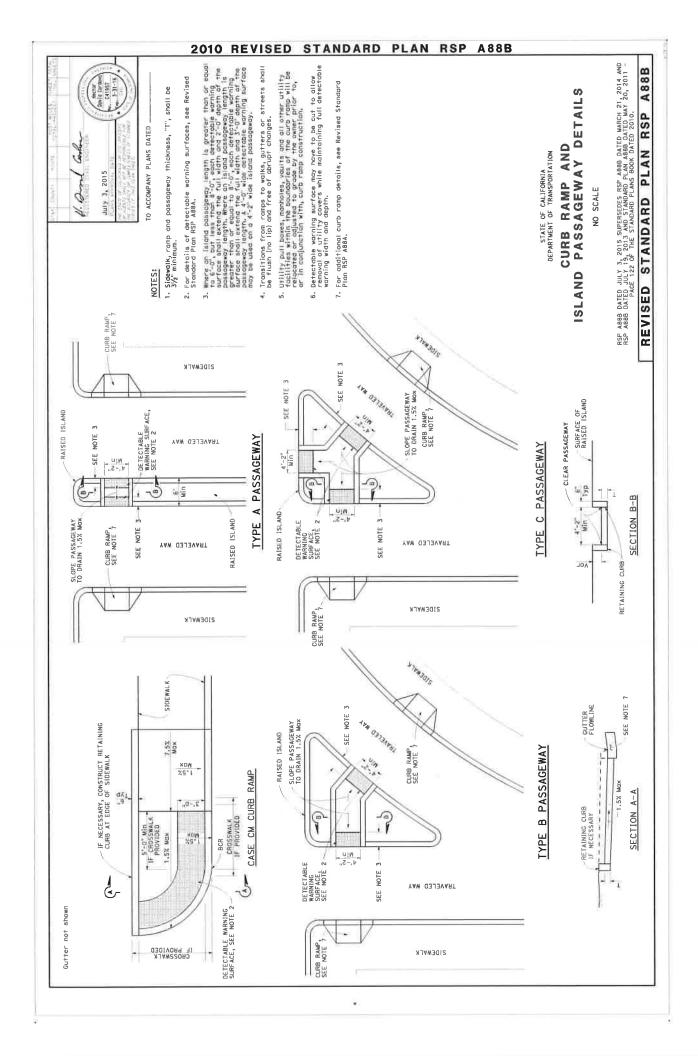


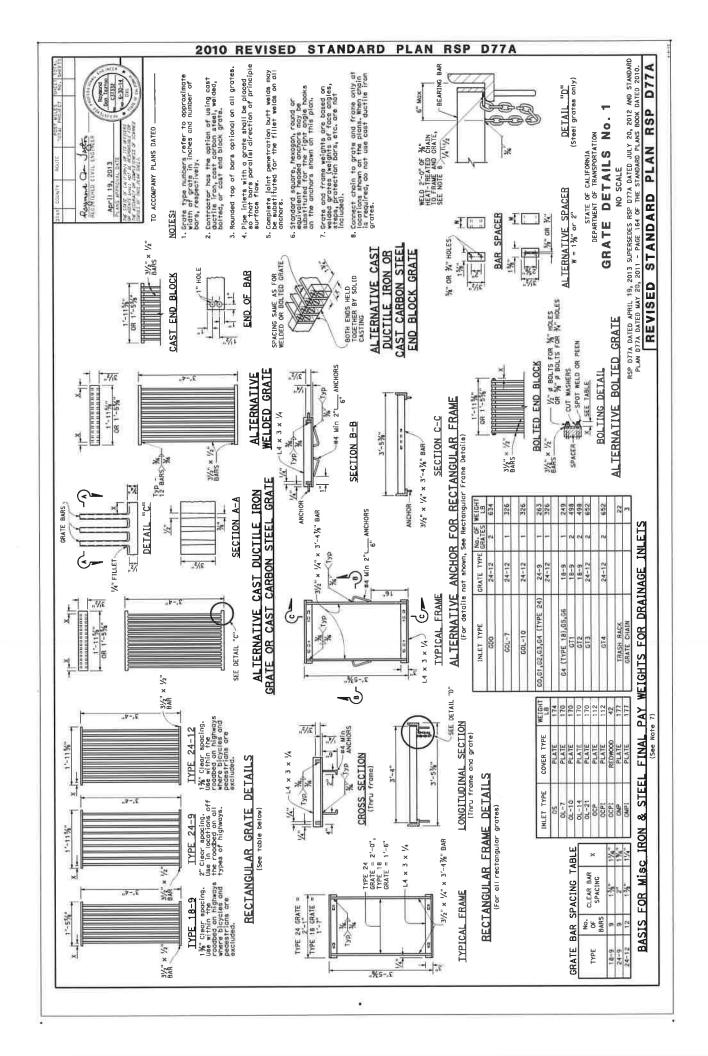


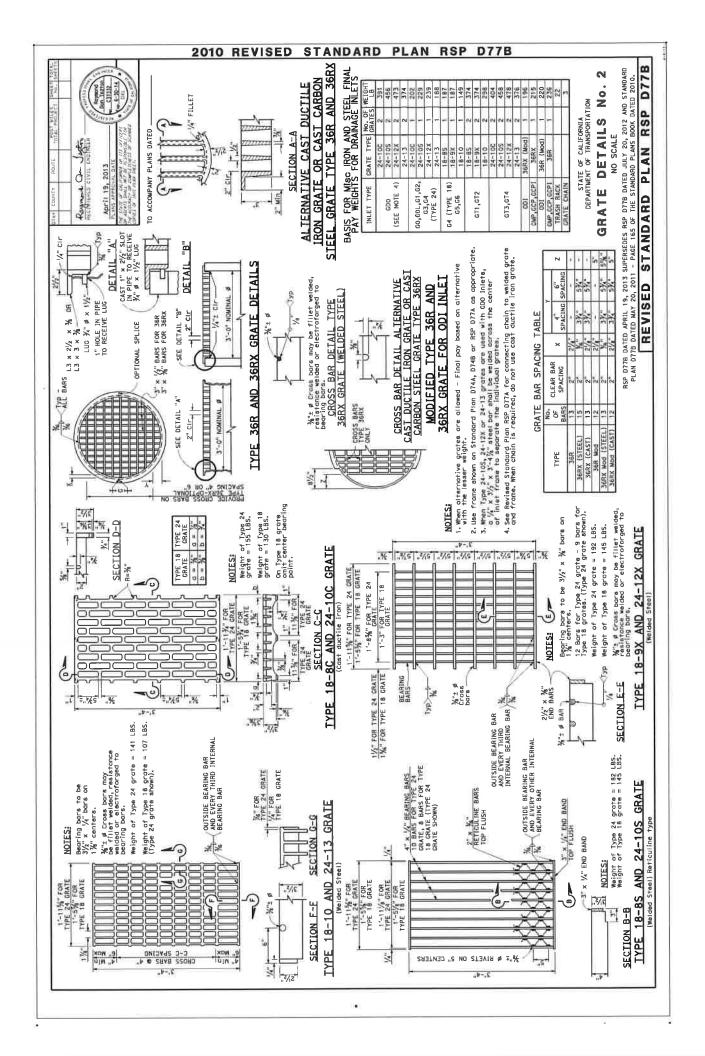




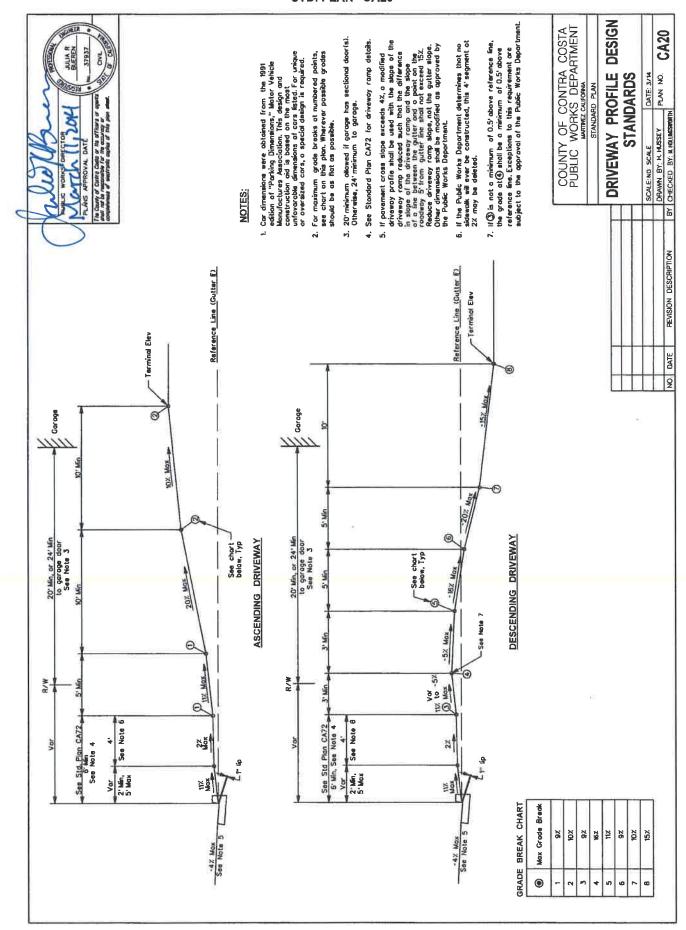


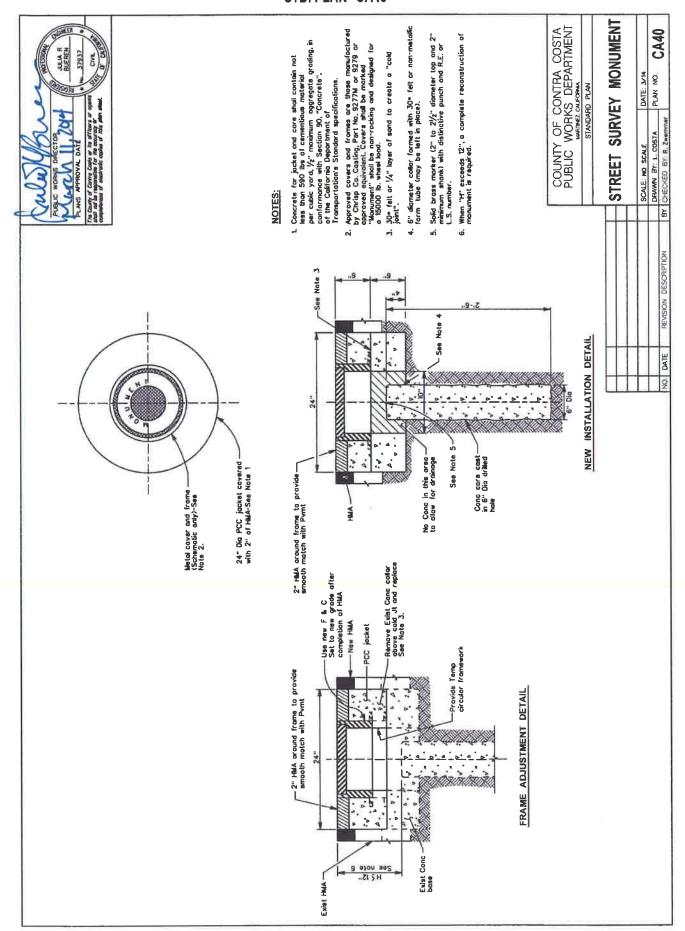


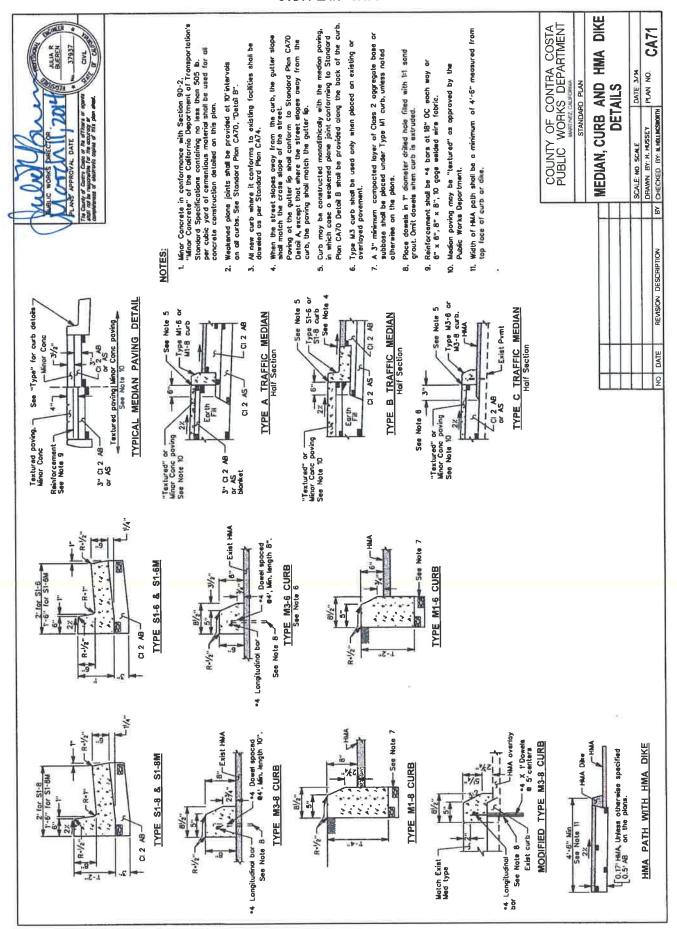


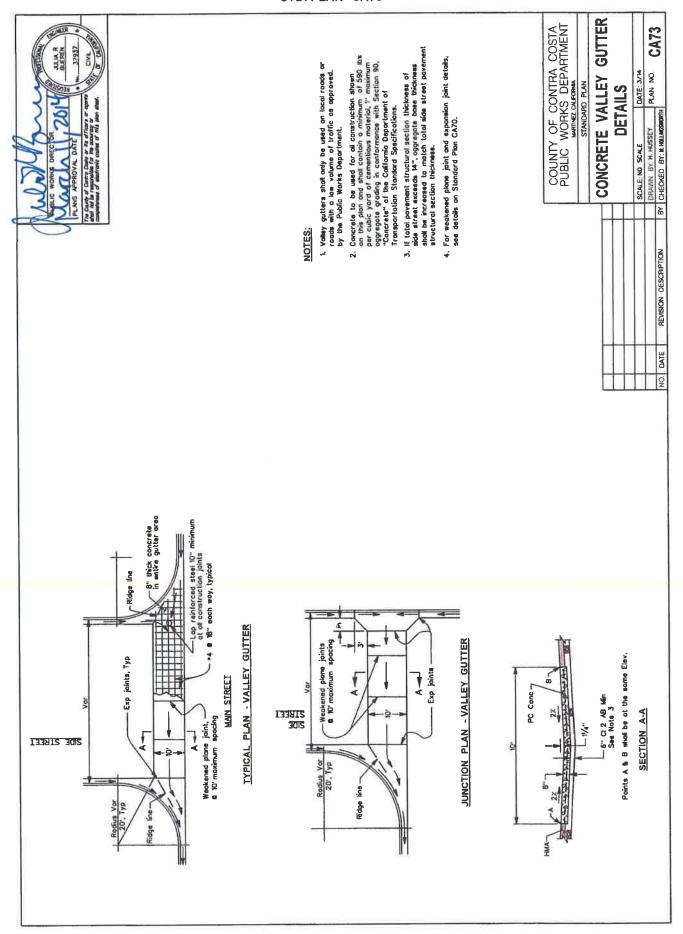


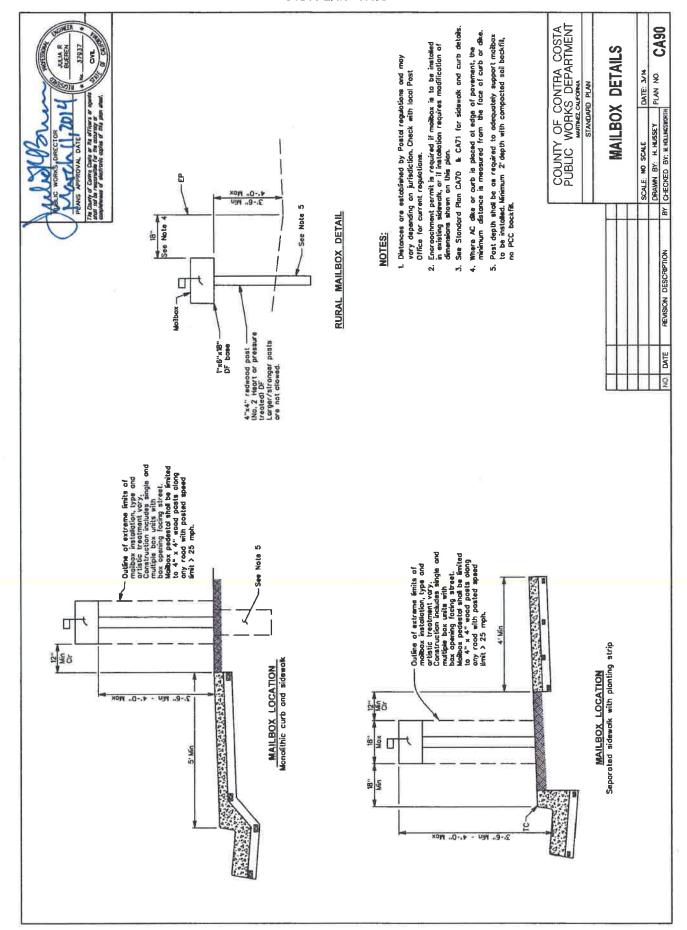
## CONTRA COSTA COUNTY STANDARD PLANS

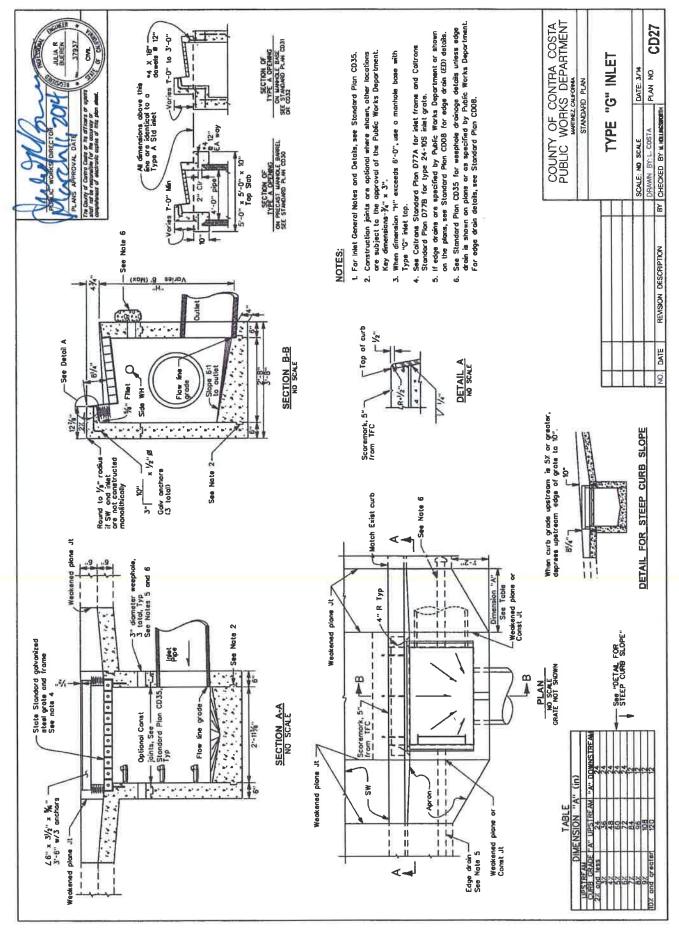


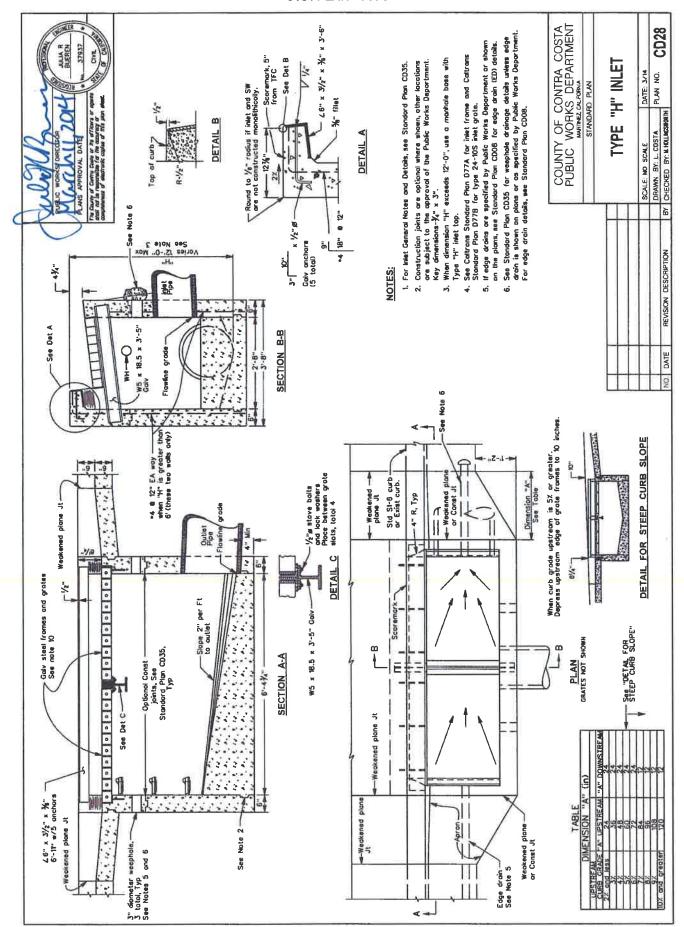












CD35

PLAN NO. DATE: 3714

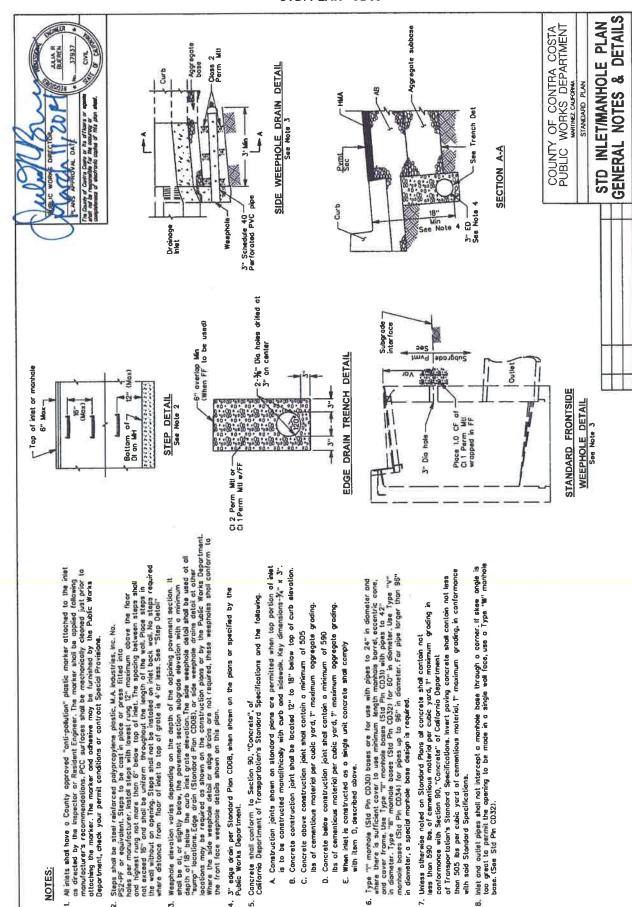
DRAWN 3Y: H. MUSSEY
CHECKED BY: M. HOLLINGSMORTH

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REVISION DESCRIPTION

NO DATE

SCALE: NO SCALE



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D. Concrete below construction joint shall contain a minimum of 590 C. Concrete abave construction joint shall contain a minimum of 505

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NOTES

E. When inlet is constructed as a single unit concrete shall comply

with item 0, described above.

with said Standard Specifications.

## CENTRAL CONTRA COSTA SANITARY DISTRICT STANDARD PLANS

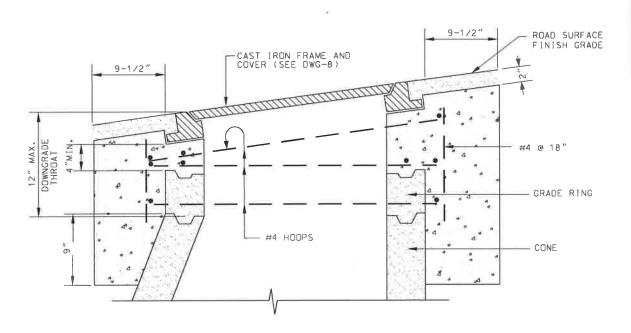
#### **CENTRAL CONTRA COSTA SANITARY DISTRICT MARTINEZ, CALIFORNIA** RODDING INLET RODDING INLET 23" FRAME AND COVER. WHEN IN OTHER THAN ROADWAY 6" MIN MIN -ROAD SURFACE NON-SHRINK GROUT Ζ 00 191 UND I STURBED EARTH 3'-0" MIN. NOTES: TRENCH 6" MIN. F 1. NO SIDE SEWER WYE OR TAP CONNECTIONS WILL BE PERMITTED TYP. ONNECTIONS WILL BE PERMITTED IN RISER PIPE. 2. RISER PIPE SHALL BE THE SAME MATERIAL AS THE REST OF THE LINE & SHALL BE IN A **SECTION A - A** VERTICAL PLANE. NO LATERALS SHALL BE INSTALLED WITHIN 24" OF THE 45° FITTING. SEE SECTION 5 - PLAN PREPARATION FOR STATIONING REQUIREMENTS OF A RODDING 4'-0" MIN 6" 23" MIN INLET STRUCTURE. ROAD SURFACE 5. ALL STEEL REINFORCEMENT SHALL HAVE A MIN. OF 3" -NON-SHRINK GROUT CONCRETE COVER. 4 Σ #4 @ TOP & BOTTOM ON ALL SIDES 18, 2" MIN 3 #4 EA SIDE CONCRETE BLOCK FULL WIDTH OF TRENCH UNDISTURBED EARTH MIN standardSpecs\colsys\10\_RoddingInlet.dwg ... N STRUCTURE Н UNDISTURBED EARTH OR COMPACTED BACKFILL. RODDING INLET STRUCTURE STATION OF RODDING INLET - 30" MIN□ 08-Jul-2014 **VERTICAL SECTION**

#### CENTRAL CONTRA COSTA SANITARY DISTRICT MARTINEZ, CALIFORNIA **RODDING INLET FRAME & COVER** PRY HOLE-SEE NOTE 3 1-1/2" LETTERING ("CCCSD" FOR PUBLIC APPLICATIONS AND "SANITARY SEWER" FOR PRIVATE) OTHER AGENCIES USING THIS DETAIL SHALL NOT USE COVER INSCRIPTION "CCCSD" PICK HOLE - 1 1/8" WIDTH SEE NOTE 2 **SECTION B-B** COVER PATTERN 1 1/16"= 1/2" **DETAIL** PLAN PICK HOLE 16 7/16" MIN - 16 1/2" MAX 10° 30'-- BEVEL TO MATCH FRAME DETAIL - 14 3/8" -FINISH PRY HOLE - 16 15/16" MIN - 17" MAX --16 5/8" MIN - 16 11/16" MAX -16 7/16" MIN - 16 1/2" MAX 15 1/4"-FINISH 14 7/8" MIN - 15" MAX-- 18*"* -21" MIN - 21 1/8" MAX -**SECTION A-A** NOTES: 1. COVER SHALL BE DESIGNED FOR HS-20 HIGHWAY LOADING. 2. PICK HOLE SHALL BE OPEN AND FIT A STANDARD PICK. 3. PRY HOLE SHALL BE LOCATED AT TOP CENTER OF THE RODDING INLET COVER AS SHOWN.

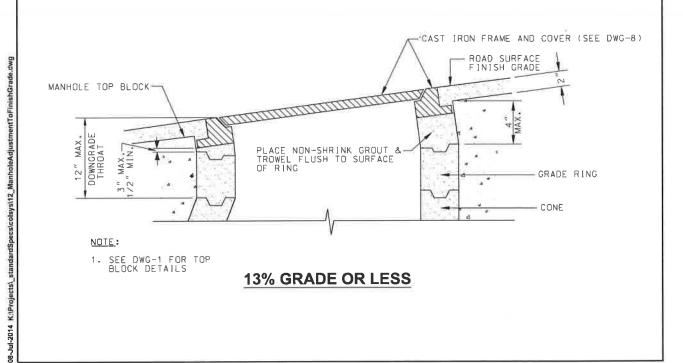
#### CENTRAL CONTRA COSTA SANITARY DISTRICT MARTINEZ, CALIFORNIA

#### **MANHOLE ADJUSTMENT TO FINISH GRADE**

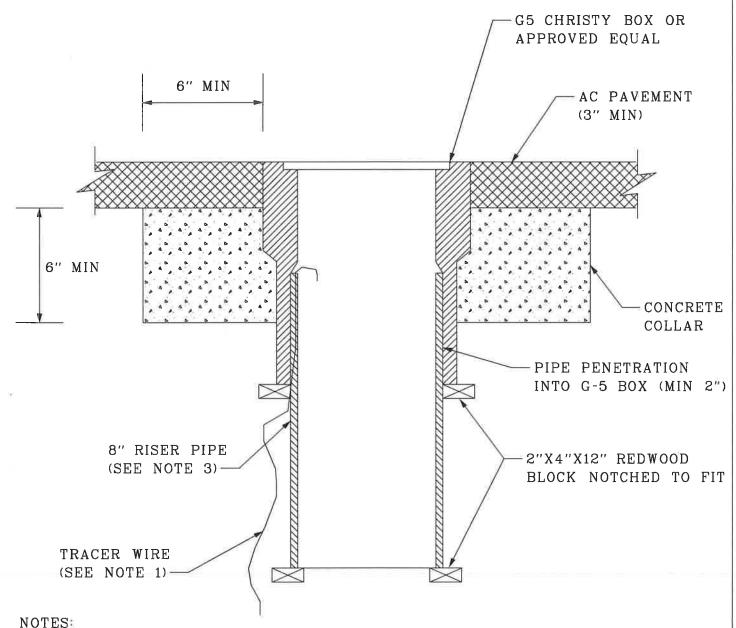
**PAVED AREAS** 



#### **GREATER THAN 13% GRADE**



#### VALVE BOX



- NOIES
- 1. AC PAVEMENT TO COMPLY WITH STREET PAVEMENT REQUIREMENTS
- 2. FOR VALVE BOXES INSTALLED IN NON TRAFFIC AREAS, CONCRETE COLLAR SHALL BE EXTENDED TO FINISH GRADE AND SLOPED TO DRAIN AWAY FROM LID.
- 3. RISER PIPE TO BE ONE CONTINIOUS PIECE, APPROVED PVC CLASS 150, 200 OR STEEL PIPE WITH A MIN 10 GA WALL THICKNESS
- 4. IF TRACER WIRE IS OF SUFFICIENT LENGTH RE-ROUTE AS SHOWN

G5

VALVE BOX WITH CAST
IRON TRAFFIC LID

#### SIGN POST & ACCESSORIES



"Ulti-Mate

0

No Deforming of Anchor during Installation

No need to match Anchors and Sleeves

Solid section below ground provides additional strength

 Two Piece Welded Design provides almost a full 1/4" top edge

Quicker Easier Installation

Perfect Hole Alignment

1-3/4"x1-3/4" Sign Post

3/8" Steel Drive Rivet

2-1/4" x 2-1/4" x 12 GA. Sleeve Punched 6 or 12 Holes

2-0" x 2-0" x 12 GA. **Penetrator®** Anchor

Punched 6 or 12 Holes

For your closest authorized distributor call: Ultimate Highway Sales @ 800,730,4939

Manufactured by



http://www.westernhighway.com E-mail:whpsales@westernhighway.com

Fillet Weld All Around

Patented **Penetrator**® End Cut

## Ulti-Mate The Ultimate Sign Support System

raffic signs are the primary source of information for motorists. The biggest and brightest sign is only effective if the support it is mounted on keeps the sign in its intended position. Sign supports need to be strong,

versatile and cost effective. The Ulti-Mate® sign support system, approved by the Federal Highway Administration, is the most reliable, economical and easiest to install support system available.

#### **MATERIALS & SPECIFICATIONS**

The Ulti-Mate sign support system is available in 12 and 14 gage steel complying with ASTM specification A653, hot dip galvanized conforming to coating designation G-140 for excellent corrosion prevention.

- Available with 7/16" holes on 1" centers on 2 or 4 sides (11.1mm on 25.4mm centers).
- The Ulti-Mate sign support system is completely compatible with all existing square posts.
- Mating tube sections allow for fast, safe ground level installations.

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- Ground anchor posts allow for rapid replacement installations when necessary.
- Square tube sections provide superior resistance to wind and other forces over U-channel or round posts.
- The Ulti-Mate sign support system provides four flat surfaces for mounting signs in any direction and at any height without the need for additional hardware.
- FHWA approved as meeting safety requirements for sign supports.

\*

Custom sign support colors available on request.

#### FHWA APPROVED INSTALLATIONS



#### DIRECT INSTALLATION

The Ulti-Mate sign post can be installed directly into the ground using power equipment or a sledgehammer with driving cap.



#### EZ INSTALLATION

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The Ulti-Mate 12 gage anchor system allows crews to work at ground level for fast installations and replacements. The Ulti-Mate anchor is installed directly into the ground, leaving 1 or 2 holes above grade level. The Ulti-Mate sign post slides into the anchor for safe and easy installations.

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*



#### HI-IMPACT INSTALLATION

The Ulti-Mate double 12 gage system is for areas that require frequent replacements due to damaged sign posts. This unique method utilizes a two-piece breakaway anchor that makes replacement work fast and safe.

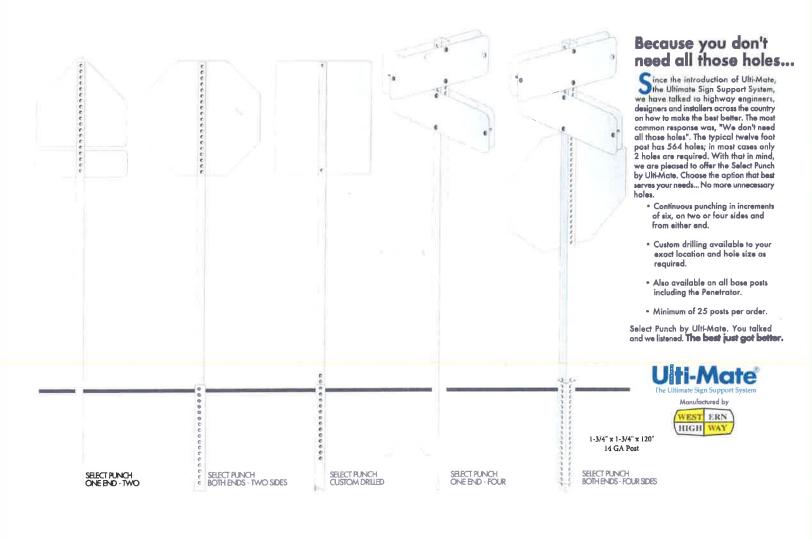
For an easy to follow post-selection ordering guide, contact your local Ulti-Mate distributor.

#### **AVAILABLE PRODUCTS**

	English			Metric			
	Wall Thickness Gage Inches		Pounds Per Fool	Tube Size	Wall Thickness (mm)	Kilograms Per Meter	
Tube Size							
1.75 x 1.75	14	0.083	1.71	44.45 x 44.45	2.10	2.54	
2.00 x 2.00	14	0.083	1.99	50.80 x 50.80	2.10	2.96	
2.25 x 2.25	14	0.083	2.28	57.15 x 57.15	2.10	3.39	
1.50 x 1.50	12	0.105	1.74	38.10 x 38.10	2.66	2.59	
1.75 x 1.75	12	0.105	2.09	44.45 x 44.45	2.66	3.11	
2.00 x 2.00	12	0.105	2.44	50.80 x 50.80	2.66	3.63	
2.25 x 2.25	12	0.105	2.79	57.15 x 57.15	2.66	4.16	
2.50 x 2.50	12	0.105	3.14	63.50 x 63.50	2.66	4.69	

Distributed	by
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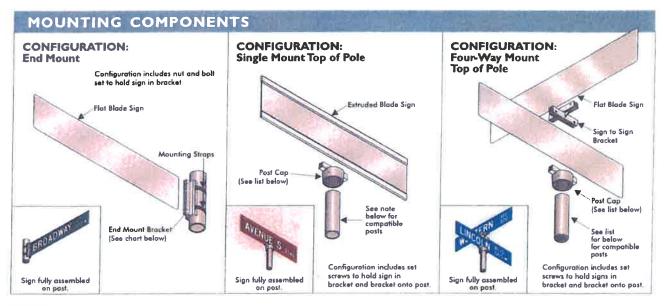
For the name of your closest authorized distributor, call Ultimate Highway Sales at (800) 730-4939.



Manufacturers/Distributors of Traffic and Safety Products



#### HARDWARE FLAT AND EXTRUDED BLADES





#### **END MOUNT BRACKET**

Blade street signs can be held on their ends with this bracket.

EMB-6 for AX-6 or AF-6 signs EMB-6.75 for AX-6.75 or AF-6.75 signs EMB-9 for AX-9 or AF-9 signs



#### **MOUNTING STRAP**

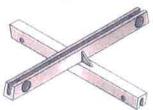
Stainless Steel Strap/Clamp inexpensive and convenient for mounting sign brackets and other uses. With a length of 32 inches, the clamp can accommodate poles up to 9 inches wide.

#### SIGN TO SIGN BRACKETS

Bracket allows two blade signs to be stack on top of one another.



707XCS for AX-6 or AX-6.75 signs 808XCS for AX-9 signs 606FCS for AF-6 or AF-6.75 signs 808FCS for AF-9 signs



812XCS for AX-9 signs 812FCS for AF-9 signs

#### POST CAPS AND POST INFORMATION

Post caps are recommended for "Single Top of Pole" or "Four-Way Top of Pole" configurations of blade street signs. Western Highway supplies post caps for the most common street sign posts. Use the following chart to see if your posts are compatible with our regularly available post caps.



Cylindrical Post Caps

Fits 2" ID Diameter Post 707X-2 for AX-6 or AX-6.75 808X-2 for AX-9 signs

606F-2 for AF-6 or AF-6.75 signs

808F-2 for AF-9 signs



Square Post Cap

**Fits Square Tube Post** 

U-Channel Post Cap

850X for AX-6, AX-6.75 or AX-9 signs 850F for AF-6, AF-6.75 or AF-9 signs

**Fits U-Channel Post** 707XU for AX-6 or AX-6:75 signs 808XU for AX-9 signs 606FU for AF-6 or AF-6.75 signs 808FU for AF-9 signs

Fits 2-1/2" ID Diameter Post 707X-2.5 for AX-6 or AX-6.75 808X-2.5 for AX-9 signs 606F-2.5 for AF-6 or AF-6.75 signs 808F-2.5 for AF-9 signs

Other post caps are available. Please call us to confirm inventory

#### SIGN POST

#### H21-DP

DELINEATOR POSTS HOT DIPPED GALVANIZED OR BAKED ENAMEL GREEN

1.12 mm 30 - 3/8" holes on 1" centers. Light weight but strong Ideal for Delineators, or marking utility lines.

#### H21-GP

5 ft., 6 ft. GUIDE POSTS (FOR MTG. TARGET PLATES)

#### H21-GP

40 Inch (for mig.Type "K" Plates) California Spec. Flanges slotted ends pointed

#### PIPE POST

H21-RP2.5-12 H21-RP2 H21-RP2.5

GALVANIZED STEEL PIPE POSTS Schedule 40 steel pipe 2 inch and 2 1/2 inch LD. 10 1/2 ft. and 12 ft. long IN STOCK

#### "U" CHANNEL POSTS HOT DIPPED GALVANIZED OR

#### BAKED ENAMEL GREEN

9 ft. 10 ft. 12 ft.

2 lb, per loot

(Other langths on special order) Hot rated, high carbon, mill seek, 34° hoire purched on 1° centers, hell length Robert polyted, high carbon state in enconvenient because a realst bending. Musts 6 secretch Cartovia. State aprofileations.

The Ultimate Sign Support System

# .........

#### DIRECT INSTALLATION

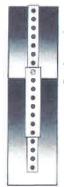
The Ule-mate sign post can be installed directly into the ground using power equipment or a sledgehammer with drive cap.



#### EZ

INSTALLATION The Ulti-mate 12 gage anchor

system allows crews to work at ground level for fast installations and replacements. The Ulti-mate anchor is installed directly into the ground, leaving 1 or 2 holes above grade level, The Ulti-mate sign post sildes into the anchor for safe and easy installations.



#### **HI-IMPACT** INSTALLATION

The Ulti-mate double 12 gage system is for areas that require fraquent replacements due to damaged algn posts. This unique method utifizes a two-place breakaway anchor that makes

	Eng	Neh		Metric			
	WaitT	nickness	Pounds		Wall Thickness	Kilograms	
Tube Size	Gage	Inches	Per Foot	Tube Size	(mm)	Per Meter	
1.75 x 1.75	14	0.083	1.71	44 45 1 44 45	2:10	2.54	
2.00 x 2.00	14	0.063	1.99	50 80 x 50.80	2.10	2.96	
2.25 x 2.25	14	0.083	2.28	57.15 x 57.15	2.10	3.39	
1.50 x 1.50	12	0.105	1.74	38.10 x 38.10	2.66	2.59	
1.75 x 1.75	12	0.105	2.09	44.45 x 44.45	2 66	3.11	
200 x 200	12	0.105	2.44	50.80 x 50.80	2.66	3.63	
2 25 x 2.25	12	0.105	2.79	57.15 x 57.16	2.66	4.16	
2.50 x 2.50	12	0.105	3 14	63.50 x 63 50	2.66	4.59	

See Separate Literature

#### SIGN POST ACCESSORIES



DETACHABLE POST PULLER ONLY (any shape post) Must be used with Jack

POST PULLER JACK ONLY Includes Base & Handle



U-Post Step

H25-6A

Self Locking 2" Pipe Step



POST DRIVER For Driving U Channel Sign Posts.



1 1/2" x 48 PIPE ONLY Painted Black

Use H5 Spacer and H6-2.5 Bolts for mounting signs to



#### H26-20B

20 lb Base Only

#### H26-30B 30 lb. Base Only

H26-40B

40 lb. Base Criv

5/16" flat steel plate base. Painted black.



#### ULTI-MATE STOP

TO BE USED FOR TEMPORARY TRAFFIC CONTROL SITUATIONS.

See separate literature for complete information.



#### H21-SPDC

MANUAL DRIVE CAP

#### H21-SPPDC

POWER DRIVE CAP For U-Channel



For 1.3/4" anchor posts UM-MDC200 MANUAL DRIVE CAP For 2" anchor posts UM-MDC225

MANUAL DRIVE CAP For 2 1/4" anchor posts.
UM-MDC250

MANUAL DRIVE CAP For 2 1/2" anchor posts.



7/8" x 4 1/4" TUM-PDCS1-425 POWER DRIVE SHANK

POWER DREVE SHARK 11516 UM-PDCS11/4-6



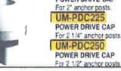
#### UM-PDC175

POWER DRIVE CAP For 1.34" anchor post UM-PDC200 POWER DRIVE CAP



#### STREET NAME

SIGN HARDWARE



WE MANUFACTURE A COMPLETÉ LINE OF STREET NAME SIGN MOUNTING HARDMARE, LOOK FOR IT IN THE STREET NAME SIGN SECTION OF YOUR WESTERN HIGHWAY PRODUCTS CATALOG.

10650 FERN AVENUE, STANTON, CALIFORNIA 90680 (714) 761-4811 (800) 479-3763 FAX (714) 952-2118 www.westernhighway.com E-mail whpsales westernhighway.com



#### SIGN MOUNTING HARDWARE



STRAP-ON BRACKET (Straight Leg) Extra Heavy 1/8" Steel Hot dipped gally with 5/16" tapped hote. Stated for 3/4" Strap. Mounting Bolt not included.

STAINLESS STEEL BRACKET Includes Nounting Bolt



SEAL-TITE BOLT 5/16" X 1/2" bolt with Neoprene washer for mounting Signe with tapped brackets or pipe.



STRAP-ON BRACKET (Flared Leci) For banding to large poles Extra Heavy 1/8" Steet, Hot dopped galu with 5/16" tapped hole Slotted for 3/4" Strap

ETABLESS STEEL BRACKET Includes Mounting Bolt



#### H6-TPBKEY KEYWRENCH For tamper proof

bolt.

#### H6-TPDR

RACKET DRIVER For lamper proof bot

TAMPER PROOF BOLT 5/16" X 1/2" special sparmer head bot. Use same as HS-STE boll.



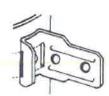
#### H3-CLB

STRAP-ON BRACKET CANTILEVER Heavy Gauge Aluminum Use one for each eign hole For mounting double tabe Signs eletted for 3/4" strap and purched for 5/16" bolts.



#### HE-VGNG For Galv. Bolt H6 VGNP For Plated Bolt

VANDLGARD-NUT Temper Proof Nat for Sign Mounting Call Western Highway for information on this unique, easily installed nut that outs sign losses.



#### H4-D-007

STRAP-ON L-MOUNT BRICT.

Stainbes Steel Double hales for mounting long signs. May be used back to back in pairs for entra rigid cantilever mounting. Stated for 34" Strap.



#### H6-2 5 BG 2 1/2" - Gulv.

H625 BP 2 1(2" - Plated BUTTON TWEFT PROOF HOLT When this button head both is used with nut H6-VGN above, their is almost impossible. 5/16" Demoter. Available in both galvanized and



#### H6-4.5 CB 4 1/2"

Plated Cerriage Boll includes adapter washer. Washer can be sold as seperate item.



BOLT-ON SPACER Galv. Channel from 1 1/2" x 1 1/2" x 1/8" Prevides fail mounting surface when bolting

eign to any size pipe

In gravent wobble



#### H6-23 SIGN MTG. HDWR. For U Channel Posts.

5/16" x 2 1/2" Bolt, Washer and Nut.



QUIDE PLATE MTG. HOWR. 1/4 X 1/2" Bot, Washer and Lock Nut It sets read per Guide Marler).

#### SIGN MOUNTING HARDWARE



#### HWSS

#### STAINLESS STEEL-CLAMP

Inexpensive and convenient for mounting sign brackets and other uses. 32" tang fits 2" to 9" diameter pipe pole.



34" STRAPPING TAPE 015 Stairless Steel



#### H9-215

CLAMP ON U-BRACKETS

(Single Bracket)
Includes shell sinc posted IJ bolt
with ruts and cast aluminum
bracket. Sign featuring both not
landwise!

SY' STRAPPING TAPE

.020 Stairtess Steel 200 Ft. Ploff



included. (Use H5-STB or H6-TP)

Fits 2" and 2 1/2" LD, standard pipe, eliminates strapping or drilling holes



#### H14-C156

WILLIE CLIP



#### 100 per Box.



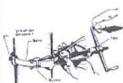
H10-1 (3:16 x 1 x 36") SIGN BRACE (Galv.)

Ig 1: 4 x 4 posts H10-2 (3:16 x 1 x 37 1/4") To 1: 4 x 1i posts H10-3/5HG

HEX HEAD BRACE BOLT 5/16' 4.4 1/3" Includes rut & weather H10-6 5HG

HEX HEAD BRACE BOLT

HEX HEAD BRACE BOLT 5/16" x 8 1/2" locludes nut & washer



#### H18-C001

BANDING TOOL For use with any size

Banding or Strapping Tape.



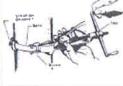
H11-C203 381 H111/C204 12

H11-G205 581

H11-0206 341

HEAVY DUTY BANDING TAPE

330 Starless Steel 100 Ft. Roll



HAND PLACE PAYETHING TOOL. For eath-setting rivers, Complete with 4 size Heads - 3/32, 1/8, 5/32, 3/16.

H20 ABGGA 316" SELF-SETTING RIVETS For fastering C.M. Ref. Buttons with Hand Piler, 100 per Box.

#### H20-18

1.4" x 7.8" POP RIVET 100 per Box.

H20-26 CHERRY-MATE FASTENER

He" X 1 345" POP RIVETS
A convenient way to mount signs
on the H21-SP sign posts.
100 per Box. H20-316 316" H MIT

DRIVE RIVETS
For fastering C.M. Ref. Buttons with Hammer.

H20-38 38" x 1/2"

For sign mounting, 100 per box



H16-C253 38" H16-C254 12"

H16-C255 58

HT6-C256 3:4" HEAVY DUTY

BUCKLES Staintess Steel 100 per 80x



#### APPENDIX C

# ROAD CLOSURE SAMPLE LETTER ROAD CLOSURE SAMPLE SIGN RE-NOTIFICATION ROAD CLOSURE SAMPLE SIGN



City Council

Mike Anderson, Mayor Don Tatzin, Vice Mayor Cameron Burks, Council Member Mark Mitchell, Council Member Ivor Samson, Council Member

#### NOTICE OF ROAD CLOSURE

XXXXXX, 2017

Subject: City of Lafayette 2017 Road Rehabilitation Project, Project Number 014-9711

Dear Residents:

XXXXXXXXXXX will be starting the roadway reconstruction and paving phase of work starting XXXXXXX, 2017 on **Sample Street**. During this phase of work the street will be closed between 8:30 a.m. and 4:30 p.m., and parking on the shoulder of the road will be prohibited from 8:00 am. to 5:00 pm. You may park outside the closure on surrounding streets in any legal parking space to have access to your vehicle during the road closure hours. If the contractor allows vehicle traffic into or out of the closure it will be at their discretion and dependent on the construction activity and safety of the access. Please note that emergency vehicles will be provided access at all times.

The contractor's schedule calls for the following road closure dates:

#### Sample Street

XXXXXXXX – XXXXXXX – Pulverize, grade, & cement treat the roadway (note no work will be done on the weekend)
XXXXXXXX, 2017 – Paving Base Lift of asphalt
XXXXXXXX, 2017 – Paving the final layer of asphalt

Changes in the work dates will be posted on or near the project information sign at the entrance to your street. In addition, weekly updates for the project schedule will be posted on the City's web site at <a href="http://www.ci.lafayette.ca.us">http://www.ci.lafayette.ca.us</a> Select "Public Works & Construction" in the quick links section of the home page; then select the link for this project under "City Construction Projects," then select the 2017 Road Rehabilitation Project.

The city and the contractor are anxious to complete this project with minimum delay and inconvenience to you. While the work is in progress, please lend us your cooperation and extra patience and be alert to equipment, workers, and traffic control.

During the construction, questions regarding the work may be directed to XXXXXX, Site Superintendent for XXXXXX at (XXX) XXX-XXXX. I may be reached at (925) 299-3247. Again, your patience and cooperation are very much appreciated.

Sincerely,

Matt Luttropp Senior Engineer

# Sample Street Road Reconstruction

# ROAD CLOSED

Wed 9/23 – Fri 9/25 Mon 9/28 – Tue. 9/29 Mon 10/5 – Tues 10/6 8:30 am to 4:30 pm

# UPDATE Sample Street

**Road Reconstruction** 

# ROAD CLOSED

Mon 9/21 — Fri 9/25 Wed 9/30 — Thurs 10/1

8:30 am to 4:30 pm

#### APPENDIX D

# EBMUD TEMPORARY CONSTRUCTION PERMIT AND CONTRACTORS POTHOLE LOG FORM

File	No.			

#### APPLICATION FOR USE OF EBMUD PROPERTY OR REQUEST FOR INFORMATION

Please complete this form with as much information as possible. Incomplete applications cannot be processed and will result in delays in the District's response time. Please return this form with two insurance documents and appropriate fees to: **EBMUD**, **1804 W. MAIN STREET**, **STOCKTON**, **CA 95203**.

APPLICANT NAME:
(please print) FIRM (if applicable):
ADDRESS:
PHONE: Residence: Business:
EMAIL ADDRESS (can expedite application process):
ADDRESS/LOCATION OF EBMUD PROPERTY (Attach map or identify with Assessor's Parcel Number or Aqueduct Station Number): Brookdale Court near Hope Lane
USE REQUESTED: (Give a complete description of your project. Include type, size and weights of equipment and vehicles. Attach an extra sheet, if necessary):  Reconstruction of the existing paved surface and spot location removal and replacement of curb
and gutter improvements. Reconstruction shall consist of pulverizing the existing asphalt and
underlying materials to a depth of 15-inches, excavation of approximately 4-inches of the
pulverized material, cement treating and compacting 8-inches of the remaining material followed
by the placement of 4-inches of hot mix asphalt. No vibratory compaction equipment will be
used. A summary of the equipment to be used and associated vehicle weights is attached.
ARE OTHER COUNTY/CITY APPROVALS OR PERMITS REQUIRED? YES $\square$ NO $$ If yes, please give details.
The project is a City of Lafayette road reconstruction project.
Under the California Environmental Quality Act (CEQA) your request to use EBMUD property may be considered a project which requires completion of environmental documentation. Has any type of environment documentation (Negative Declaration or Environmental Impact Report) already been completed for this project? If so, please submit a copy of that documentation, highlighting the area(s) which specifically deal with your requested use of EBMUD property.
ADDITIONAL COMMENTS/REMARKS: The City of Lafayette prepared a Negative
Declaration for this project. Please see attached.

NOTE: If your project involves or requires any soils studies, engineering plans or environmental documentation, these documents must be attached in duplicate with this application.



## CERTIFICATE OF COMMERCIAL GENERAL AND AUTO LIABILITY INSURANCE

THIS IS TO CERTIFY TO:		:	East Bay Municipa			
		Department:		Aqueduct Section		
				Street Address: Mailing Address:	1804 West Main Street	7
				City, State, Zip:	Stockton, CA 95203	
Di		Contract Number	r: ,		SSUED TO:	
Ad	ldress					
LO	CATIO	N AND DESCR	IPTION OF	PROJECT/AGREE	EMENT:	
	ITS O	INSURANCE: ( F LIABILITY: MINIMUM)	\$2,000,000	0/Occurrence, Bodi	omobile Liability Coverage/Endorseme ily Injury, Property Damage-General Lial ily Injury, Property Damage-Auto Liabilit	bility
SF	ELF IN	ISURED RETEN	ITION (\$):	(Auto)	(GL)	(if applicable)
				Aggregate Limits	1000 Part 5400 C	, , ,
IN	SURA	NCE COMPAN	Y(IES):	(Auto)	(GL)	
P	DLICY	NUMBER(S):	(Auto)		(GL)	
P	DLICY	TERM: Fr	om: (Auto	) (GL)	To: (Auto)	(GL)
THE	E FOL	LOWING COVE	RAGES OF	RENDORSEMENT	S ARE INCLUDED IN THE POLICY(IE	S):
1.	$\boxtimes$	The District, its under this agree			yees are <i>Additional Insureds</i> in the polic NT NO	y(ies) as to work being performed
2.	$\boxtimes$	The coverage i	is <i>Primary a</i>	nd non-contributory	to any other applicable insurance carri	ed by the District.
3.	$\boxtimes$	The policy(ies)	covers con	tractual liability.		
4.		The policy(ies)	is written or	n an <i>occurrence</i> ba	sis.	
5.	$\boxtimes$	The policy(ies)	covers Dist	rict's Property in Co	onsultant's care, custody and control.	
6.	$\boxtimes$	The policy(ies)	covers pers	sonal injury (libel, s	lander, and wrongful entry and eviction)	liability.
7.	$\boxtimes$	The policy(ies)	covers exp	losion, collapse, an	nd underground hazards.	
8.	$\boxtimes$	The policy(ies)	covers prod	ducts and complete	ed operations.	
9.	$\boxtimes$	The policy(ies)	covers the	use of owned, non-	-owned and hired automobiles.	
10.	$\boxtimes$	The policy(ies) release or the performance u	threatened r	elease of pollutant	bility policy(ies) shall cover pollution liab s into the environment arising out of or r	ility for claims related to the esulting from Consultant's
11.	$\boxtimes$			canceled nor the at District at the addre	pove coverages/endorsements reduced ess above.	without 30 days written notice to
IT I Eas	S HEF st Bay	REBY CERTIFIE Municipal Utili	D that the a	above policies pro and the insured.	ovide liability insurance as required b	y the agreement between the
	gned				Firm	
A	ddress	£				
					Phone	

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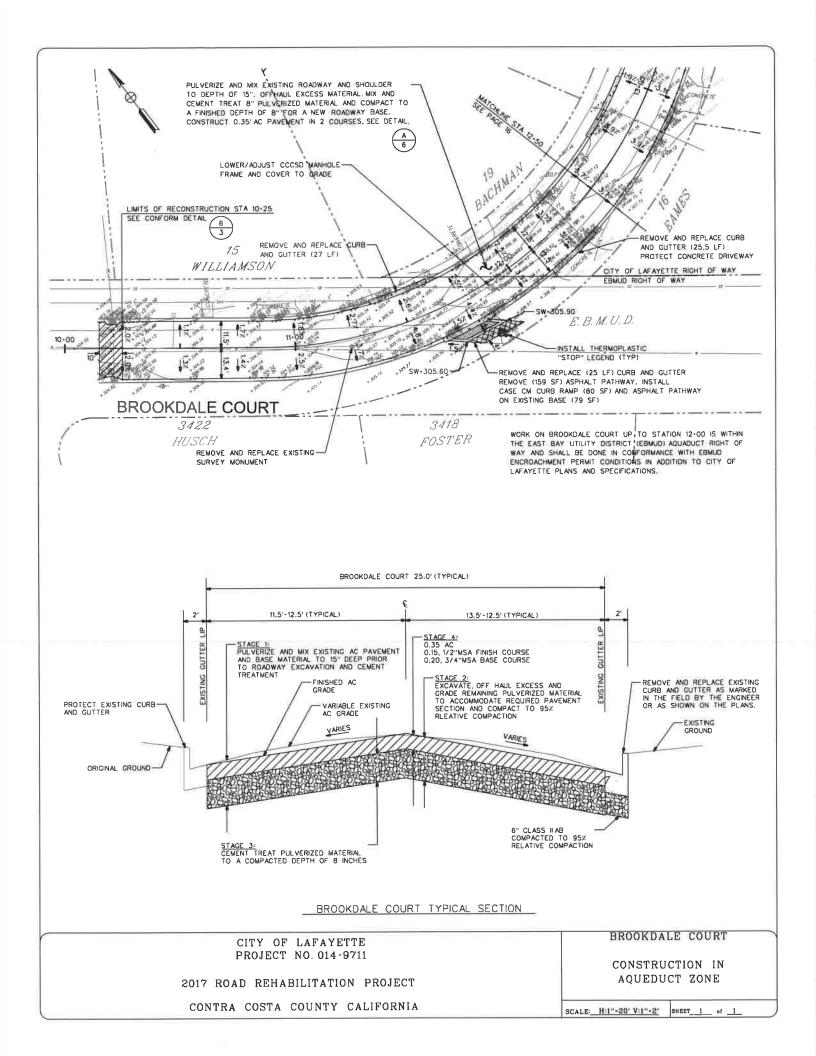


policies."

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

THIS IS TO CERTIFY TO	D:	East Bay Municipal Utility District (EBMUD) Department: Aqueduct Section Street Address: Mailing Address: 1804 West Main Street	
		City, State, Zip: Stockton, CA 95203	
THE FOLLOWING DES	CRIBED	POLICY HAS BEEN ISSUED TO:	
District Purchase Order Number:			
(Completed by EBMUD)	_		
Insured:	_		
Address:	_		
LOCATION AND DESC	RIPTION	OF PROJECT/AGREEMENT:	
TYPE OF INSURANCE:	Worke	rs' Compensation Insurance as required by California State Law.	
any insurance proceeds, and maintained or procured by	d to requir permit Ho	agrees to waive rights of recovery against District regardless of the applicate all indemnifying parties to do likewise. All Workers' Compensation covelder shall be endorsed to delete the subrogation condition as to District, or not waive subrogation prior to a loss.	erage
INSURANCE COMPAN	Y:		
POLICY NUMBER:			
POLICY TERM:	From:	То:	
		The policy will not be canceled nor the above coverage reduced without 30 da notice to East Bay Municipal Utility District at the address above.  IT IS HEREBY CERTIFIED the above policy provides insurance as required agreement between East Bay Municipal Utility District at the Insured.	
		Signed:	
Date:		Firm:	
E-mail		Address:	
"This partificate	innurence :-	Phone: not an insurance policy and does not amend, extend, or alter the coverage afforded by the policy	cies listed
herein. Notwithstanding any requ	irement, terr	not an insurance policy and does not amend, extend, or after the coverage afforded by the poli- n or conditions of any contract or other document with respect to which this certificate or verif	ication or

RM-017 3/26/10 UF020-29.doc



#### **Temporary Construction Permit**

#### For Property Owned by East Bay Municipal Utility District

#### July 19 2016

#### WATER SUPPLY DIVISION AQUEDUCT SECTION

**PERMITTEE:** 

**ABC Paving** 

7985 Showe Road Martinez, CA 94553 Attn: John Smith

PHONE NO.:

555-55-5555

**EMAIL:** 

sender@abcpaving.com

**PROJECT:** 

Grind and pave roadway at two locations

#### **DESCRIPTION OF USE/WORK TO BE PERFORMED:**

Temporary access to EBMUD's aqueduct right of way for grinding and paving work associated with road maintenance project for City of Antioch. Work at two locations; Lone Tree Way & Hillcrest

Avenue and Somersville Road and Buchanan Road

Station P3128 - P3130

**Station P3420 - P3422** 

**TERM OF PERMIT:** 

7/19/16 - 8/5/16

FEE:

\$100, payable to East Bay Municipal Utility District

**EBMUD CONTACT:** 

Bill Pulsifer, Assistant Superintendent

1804 West Main Street, Stockton, CA 95203

**Contact Info.:** 

(209) 946-8009, bill.pulsifer@ebmud.com

Permission may be given subject to the following terms and conditions:

1. Permittee's work will in no way interfere with the operations of EBMUD, and Permittee will not damage the land, aqueducts or other property of EBMUD. Permittee will promptly restore, repair or reimburse EBMUD for any such damage.

#### **Temporary Construction Permit Page** 2

- 2. It is understood by Permittee that this permission will be given solely for the purpose and for the period of time noted above.
- 3. It is understood by Permittee that this permission is subject to all existing rights, rights of way, reservations and easements by whomsoever held in and to the real property above described.
- 4. Contractor expressly agrees to indemnify, defend and hold harmless EBMUD, its directors, officers, and employees from and against any and all loss, liability, expense, claims, costs, suits, and damages, including attorney's fees, arising out of Contractor's operation or performance under this Permit, including all costs, claims, and damages (including property and personal injury) arising out of any hazardous substances, hazardous materials or hazardous wastes (including petroleum) on the EBMUD property caused, uncovered, released or excavated as a result of Contractor's construction, reconstruction, maintenance, use or removal of its structure.
- 5. Permittee shall schedule a pre-job field meet at least 10 days prior to any proposed start of work. No potholing will be allowed through protection slabs. Potholing locations shall be determined at the pre-job meeting before work begins.
- 6. Underground Service Alert (USA) must be notified two working days before any excavating or grading.
- 7. Permittee and its contractors and subcontractors shall not use EBMUD roads or the EBMUD aqueduct property outside the permit area to access the Permittee's work area.
- 8. EBMUD reserves the right to cancel its permission at any time if, in its opinion, EBMUD's property is being damaged or the security of any of its structures or premises are in danger.
- 9. It is understood by Permittee that pets, firearms and fires of any kind are prohibited.
- 10. Permittee shall have a copy of this permit in possession on site while on EBMUD land.
- 11. It is understood by Permittee that all plants and animal life specimens, materials or artifacts found on EBMUD land shall remain the property of EBMUD and shall not be removed without the prior written consent of EBMUD.
- 12. Permittee understands and agrees not to conduct any pile driving within 50 feet of EBMUD aqueduct property.
- 13. The type and weight of any and all equipment to be used by Permittee on EBMUD's property must be approved in advance by EBMUD. Vibratory compaction equipment is prohibited over the aqueducts.

#### **Temporary Construction Permit Page** 3

- 14. Permittee agrees to assume all risk of damage to any or all property of Permittee or any property under the control or custody of Permittee while on EBMUD property.
- 15. Vehicular parking and storage of equipment or materials on EBMUD's property is prohibited.
- 16. At least 48 hours prior to start of work, Permittee shall contact the EBMUD contact identified below.
- 17. The plan for the execution of the work must be approved by EBMUD prior to start of work.
- 18. Upon completion of work, the ground surface shall promptly be restored to as near as possible to the condition that existed prior to entry. The site will be left in a clean and presentable condition and free from waste.
- 19. Gravity drainage of the EBMUD property shall be maintained.
- 20. All work areas shall be inspected by EBMUD for final approval. An as-built drawing submittal is required before final approval can be issued.
- 21. All EBMUD survey monuments and markers shall be undisturbed. If any EBMUD survey marker must be disturbed, it will be replaced or relocated by EBMUD at Permittee's expense.
- 22. Permittee agrees to reimburse EBMUD for costs for inspection, review, permit fees/licenses and related expenses incurred by EBMUD in relation to this project.
- 23. Permittee shall provide evidence of liability insurance and workers' compensation coverage.

  Permittee shall provide such evidence on the certificates attached to this permit. EBMUD shall be named as an additional insured.
- 24. Permittee agrees and understands that no work may commence on EBMUD's property until this permit is executed and all certificates are properly filled out and returned to EBMUD.
- 25. Permittee agrees to require all of its contractors and subcontractors to comply with the terms and conditions of this permit.
- 26. Permittee understands and agrees that all work and use of EBMUD's property shall cease and terminate by the date shown above.

#### Temporary Construction Permit Page 4

#### SPECIAL CONDITIONS:

- Permittee shall call Gary Walters, Aqueduct Section Maintenance Supervisor, at 510-385-6172 for access. 24-hour notice is required.
- 2. Existing aqueduct protective measures such as concrete slabs shall not be cut, penetrated, or otherwise disturbed. If a protective measure is cut, penetrated, or disturbed, it shall be replaced with a new protective measure, designed by a District engineer or applicant's licensed engineer to District standards with specific District approval of design.
- 3. Temporary construction fences and barricades shall be installed and maintained by contractor as required by EMBUD's inspector. Should they become damaged, work will stop until they are repaired.
- 4. Any and all abandoned pipelines, casings, ducts, etc., encountered at this site must be removed from EBMUD right-of-way by Contractor.
- 5. Contractor agrees that in accordance with generally accepted construction practices, Contractor will be required to assume sole and complete responsibility for the job site conditions during the course of construction of the project, including the safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to working hours.
- 6. The Contractor shall conform to the applicable construction safety orders of the Division of Industrial Safety of the State of California.
- 7. The Contractor shall comply with all State, County and City laws and ordinances, and regulations of the Department of Industrial Relations, O.S.H.A. and industrial accident commission relating to the safety and character of work, equipment and personnel.
- 8. No equipment in excess of 50,000 lbs. permitted on the EBMUD right-of-way.
- 9. Horizontal boring is not permitted.
- 10. Contractor agrees that in accordance with generally accepted construction practices, Contractor will be required to assume sole and complete responsibility for the job site conditions during the course of construction of the project, including the safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to working hours.
- 11. The Contractor shall conform to the applicable construction safety orders of the Division of Industrial Safety of the State of California.

#### **Temporary Construction Permit Page** 5

12. The Contractor shall comply with all State, County and City laws and ordinances, and regulations of the Department of Industrial Relations, O.S.H.A. and industrial accident commission relating to the safety and character of work, equipment and personnel.

SIGNATURES: Permittee:	East Bay Municipal Utility District
(Name)	(Name)
(Title)	(Title)
(Date)	(Date)
cc: Maintenance Supervisor File	

#### **Utility Pothole Log**

(To be filled out and submitted to the Engineer prior to commencing excavation work)

The Contractor shall notify Underground Service Alert (800-227-2600) prior to potholing for utilities. The Contractor shall positively locate all utilities (laterals and mains) marked by utility representatives or identified by the Engineer.

Address	Approx. Station	Offset From Existing Improvement or Centerline	Utility Owner and Type	Depth			
2685 Sample Street	10+53	2' from North Gutter Lip, in Street	PG&E (Gas Service)	36"			
			1 80				
*Depth measured from existing surface							
Please sign and date attesting that the above information is true and correct to the best of your knowledge.							
Contractor Name:							
Signature of Contracto	rs Represer	tative:	Date:_				
Signature of City of Laf	Date:						