

**City of Lafayette**  
Public Works Services



**Pavement Marking Project**  
Project PWS 12-02

**Notice to Contractors**  
**Bid Proposal**  
**Contract**  
**Special Provisions**  
**Master Plans**

**City of Lafayette**  
Public Works Services  
**Pavement Marking Project**  
PWS 12-02

**NOTICE TO CONTRACTORS**

---

Contract bid documents for the Pavement Marking Project may be obtained from the City of Lafayette, Public Works Services, 3001 Camino Diablo Blvd., Lafayette California, 94549, 8:30 AM to 4:00 PM Monday through Fridays, excluding holidays. There is no charge for the bid documents.

Bid Proposals will be accepted by the City Clerk, 3675 Mt. Diablo Blvd., Suite 210, Lafayette, CA until 2:00 PM, **Monday, March 5, 2012**, at which time they will be publicly opened and read, for: Pavement Striping, Marking, and Delineation, Project PWS 12-02, including but not limited to:

mobilization, pavement striping in thermoplastic, application of buttons and reflectors, removal of old thermoplastic, and road closures as well as traffic control necessary to perform the pavement striping and delineation for the streets mentioned herein for the City of Lafayette.

Bids shall be submitted in a sealed envelope titled:

City of Lafayette, CA  
Pavement Marking Project PWS 12-02  
For Bid Opening: 2:00 PM, **Monday, March 5, 2012**

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

Engineers Estimate: \$30,000

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

Questions regarding the project plans or specifications may be directed to David Terhune, City of Lafayette, 925.934.3908 (fax 934.3662), or via email to: [dterhune@ci.lafayette.ca.us](mailto:dterhune@ci.lafayette.ca.us).

---

David Terhune, Public Works Technician

Date

---

**City of Lafayette**  
Public Works Services



**Pavement Marking Project**  
Project PWS 12-02

**Bid Proposal**

**City of Lafayette**  
Public Works Services  
**Pavement Marking Project**  
Project PWS 12-02

**BID PROPOSAL**

Table of Contents

	Page No.
BID SCHEDULE .....	3
LIST OF SUBCONTRACTORS .....	4
REFERENCES .....	4
PROPOSAL GUARANTEE "BID BOND" .....	5
PROPOSAL SIGNATURE SHEET.....	6

**City of Lafayette**  
Public Works Services  
**Pavement Marking Project**  
Project PWS 12-02

TO THE CITY COUNCIL OF THE CITY OF LAFAYETTE:

In compliance with the annexed notice inviting sealed proposals, the undersigned bidder hereby proposes and agrees to perform the work therein described and to furnish all labor, materials and equipment necessary therefor, in accordance with the General Provisions of the City of Lafayette Standard Specifications and Special Provisions; and further agrees to enter into a contract therefor, at the prices contained in the "Bid Schedule" contained herein.

All unit prices shall be considered the prices for providing a complete, in-place facility.

Bidder agrees that in case of default in executing and returning the required contract and bonds within five (5) calendar days after having received the contract, proceeds of the guarantee accompanying his bid will become the property of the City of Lafayette.

In the event of a discrepancy between the unit price and item total on the Bid Schedule, the unit price shall be used.

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

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

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

License No. \_\_\_\_\_ Class \_\_\_\_\_

**City of Lafayette**  
Public Works Services  
**Pavement Marking Project**  
Project PWS 12-02

## Bid Schedule

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL COST
A	White Thermoplastic				
A.1	12in Stripe	156	lf	\$	\$
A.2	4in Stripe	10,450	lf	\$	\$
A.3	Crosswalk	1,240	sf	\$	\$
A.4	"Ladder" Crosswalk	2,644	sf	\$	\$
A.5	"STOP"	17	ea	\$	\$
B	Yellow Thermoplastic				
B.1	Crosswalk	80	sf	\$	\$
B.2	"Ladder" Crosswalk	340	sf	\$	\$
C	Buttons & Reflectors				
C.1	Type AY	366	ea	\$	\$
C.2	Type D	143	ea	\$	\$
D	Miscellaneous				
D.1	Grinding	1	LS	\$	\$
D.2	Mobilization	1	LS	\$	\$

**Total: \$ \_\_\_\_\_**

**City of Lafayette**  
 Public Works Services  
**Pavement Marking Project**  
 Project PWS 12-02

Contractor must provide the following information for each subcontractor to be used on the job:

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

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.

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 years shall list below previous jobs that they have successfully completed and shall also show the amount of the contract therefor.

Name and Address of Agency or Individual for Whom Work was Done	Phone #	Date Completed	Contract Price
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

**City of Lafayette**  
Public Works Services  
**Pavement Marking Project**  
Project PWS 12-02

PROPOSAL GUARANTEE

"BID BOND"

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

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this \_\_\_\_ day of \_\_\_\_\_, 2012.

BIDDER \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SURETY \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to this \_\_\_\_ day of \_\_\_\_\_, 2012.

NOTARY PUBLIC \_\_\_\_\_



**City of Lafayette**  
Public Works Services  
**Pavement Marking Project**  
Project PWS 12-02

**PROPOSAL SIGNATURE SHEET**

The completed proposal submitted herewith includes all sheets labeled "Bid Proposal PWS 12-02 Page 1 of 6" through "Bid Proposal PWS 12-02 Page 6 of 6" at the bottom.

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.

<b>NAME</b>	<b>TITLE</b>
_____	_____
_____	_____
_____	_____
_____	_____

Corporate Seal:

**City of Lafayette**  
Public Works Services



**Pavement Marking Project**  
Project PWS 12-02

**Contract**

**City of Lafayette**  
Public Works Services  
**Pavement Marking Project**  
Project PWS 12-02

**CONTRACT**

**THIS AGREEMENT** is made and entered into as of \_\_\_\_\_ 2012, by and between **the CITY OF LAFAYETTE** ("City") and \_\_\_\_\_ ("Contractor").

**RECITALS**

- A. City desires to retain the services of Contractor to provide services for pavement striping and delineation, including, but not limited to: mobilization, thermoplastic striping, traffic control and cleanup; including but not limited to all materials, labor, equipment and tools; and all other work as described in the Bid Proposal and contract Specifications to provide a complete project.
- B. Contractor has represented to City that it has the expertise, experience and qualifications to perform the services described in Paragraph A, above, and those services which are more fully described below.

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

- 1. **Contract Documents** - The contract documents for the aforesaid project shall consist of the Notice to Contractors, Bid Proposal, General Provisions of the City's Standard Specifications, Special Provisions, Design Drawings, and all referenced specifications, details, standard drawings, and 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. **Payment for Contractor's Services** - Contractor agrees to receive and accept contract prices set forth in the "Bid Proposal" as full compensation for furnishing all materials and for doing all the work required for the completion of the above-stated project; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City Council of the City of Lafayette, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Bid Proposal and Special Provisions.
- 3. **Employment by City** - The City hereby promises and agrees to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

4. **Worker's Compensation Insurance** - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in conformance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. Limits shall be not less than those specified in the insurance requirements contained in the General Provisions of the Project Specifications.
5. **Insurance** - With respect to performance of work under this contract, Contractor shall maintain and shall require all of its subcontractors to maintain insurance as required in the General Provisions of the Standard Specifications.
6. **Indemnity** - Contractor shall comply with the indemnification requirements contained in the General Provisions of the Standard Specifications.
7. **Assignment** - This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights or obligations of either party without the prior written consent of the other shall be void and of no force and effect.
8. **Non-discrimination and Disadvantaged Business Enterprise (DBE)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.
9. **Prompt Payment to Subcontractors and Satisfactory Performance** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime contractor receives from City of Lafayette. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Lafayette.
10. **Prompt Payment of Funds Withheld From Subcontractors** - The City of Lafayette shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from a subcontractor with thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the City. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the even of a dispute involving late payment, or non-payment by the prime contractor, deficient subcontractor performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.
11. **Independent Contractor** - Contractor is and shall at all times remain as to City, a wholly independent contractor. Neither City nor any of its agents shall have control of the conduct of Contractor or any of the Contractor's employees, except as herein set forth. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of City.

12. **Prevailing Wages** - The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith. See the Caltrans HomePage on the internet for the current rates at <http://www.dot.ca.gov> .

13. **Notices** - All notices and communications shall be sent to the parties at the following addresses:

CITY: Public Works Technician  
City of Lafayette  
3001 Camino Diablo  
Lafayette, California 94549

CONTRACTOR: ( \_\_\_\_\_ )  
( \_\_\_\_\_ )  
( \_\_\_\_\_ )  
( \_\_\_\_\_ )

14. **Authorized Signature** - Contractor affirms that the signatures, titles, and seals set forth hereinafter in execution of this contract agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest herein.

15. **Entire Agreement; Modification** - This contract supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described in Paragraph A of the Recitals herein above. Each party to this contract acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this contract shall not be valid or binding. Any modification of this contract will be effective only if signed by the party to be charged.

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

**IN WITNESS WHEREOF** the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this \_\_\_\_ day of \_\_\_\_\_ 2012.

**SIGNATURE PAGE**

**Contractor:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor's License No. \_\_\_\_\_

Agency Business License No. \_\_\_\_\_

Federal Tax Identification No. \_\_\_\_\_

Subscribed and sworn to this \_\_\_\_ day of \_\_\_\_\_ 2012.

Notary Public \_\_\_\_\_

**City of Lafayette:**

Mayor: \_\_\_\_\_  
**Carol Federighi**, Mayor of the City of Lafayette

Attested: \_\_\_\_\_  
**Joanne Robbins**, City Clerk of the City of Lafayette

Date: \_\_\_\_\_

**City of Lafayette**  
Public Works Services



**Pavement Marking Project**  
Project PWS 12-02

**Special Provisions**

**City of Lafayette**  
Public Works Services  
**Pavement Marking Project**  
Project PWS 12-02

**SPECIAL PROVISIONS**

TABLE OF CONTENTS

SECTION 1 – GENERAL	1
SECTION 2 -PROPOSAL REQUIREMENTS AND CONDITIONS	1
SECTION 3 - BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES	3
3-1 GENERAL	
3-2 PRECONSTRUCTION MEETING	
3-3 PROGRESS SCHEDULE	
3-4 TIME OF COMPLETION AND LIQUIDATED DAMAGES	
3-5 MEASUREMENT AND PAYMENT	
SECTION 4 – MISCELLANEOUS	4
4-1 LABOR NON-DISCRIMINATION	
4-3 PUBLIC SAFETY	
4-4 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS	
4-5 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS	
4-6 CONTRACTORS LICENSING LAW	
4-7 WATER POLLUTION CONTROL	
4-8 SUBMITTALS	
4-9 MEASUREMENT AND PAYMENT	
SECTION 5 – MOBILIZATION	7
5-1 GENERAL	
5-2 MEASUREMENT AND PAYMENT	
SECTION 6 – STRIPING, LEGEND MARKINGS & SYMBOL DETAILS	7
6-1 GENERAL	
6-2 LINES	
6-3 MARKERS	
6-4 CENTERLINES, LANE LINES, AND EDGE LINES	
6-5 CROSSWALKS	
6-6 LEGEND MARKINGS	
6-7 MISCELLANEOUS	
6-8 FIELD DETAIL CLAUSE	
SECTION 7 – GRINDING	11
7-1 GENERAL	
7-2 MEASUREMENT AND PAYMENT	



**City of Lafayette**  
Public Works Services  
**Pavement Marking Project**  
Project PWS 12-02

**SPECIAL PROVISIONS**

**SECTION 1 - GENERAL**

The work embraced herein shall be done in accordance with the General Provisions of the latest edition of the City of Lafayette Standard Specifications, herein referred to as the “General Provisions of the Standard Specifications”. These Special Provisions are supplemental to the General Provisions of the Standard Specifications and it is implied that all applicable sections thereof are referenced and are a binding and integral part of these documents.

These project Special Provisions are additions, modifications, or clarifications to the General Provisions of the City Standard Specifications. In case of conflicting specifications, the stricter specification as determined at the City shall apply.

**SECTION 2 -PROPOSAL REQUIREMENTS AND CONDITIONS**

**GENERAL:** Bid Documents, including the Plans and Specifications, may be obtained at the Public Works Services Office, 3001 Camino Diablo, Lafayette, CA.

The latest City Standard Specifications, General Provisions applicable to this work may be downloaded free of charge from the City of Lafayette web page at;

[http://www.ci.lafayette.ca.us/gov/.](http://www.ci.lafayette.ca.us/gov/)

Or you may contact the Engineering Administrative Assistant at (925) 284-1951 at the City Offices, 3675 Mt. Diablo Blvd., Suite 210, to purchase a copy.

Bidders are solely responsible for the cost of preparing their Bids.

**REQUIRED BID SECURITY:** Bidders must submit with their Bids either cash, a cashier’s check or certified check on a responsible bank in the United States, or corporate surety bond furnished by a surety authorized to do business in the State of California and satisfactory to the City, or equivalent substitution in lieu of a bond, as authorized by Code of Civil Procedure Section 995.710, of not less than ten percent (10%) of aggregate amount of Base Bid, payable to City. Bidders shall use the required form of corporate surety bond, Document 00411, “Bond Accompanying Bid.” City will reject as non-responsive any Bid submitted without the necessary Bid security. Certified or cashier’s checks must be drawn on a solvent state bank or a California branch of a solvent national bank.

**REQUIRED SUBCONTRACTORS LIST:** All Bidders must submit with their Bids, the required information on all subcontractors, “Subcontractors List,” for those subcontractors who will perform any portion of work, including labor, rendering of service, or specially fabricating and installing a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total Bid. Violation of this

requirement may result in Bid being deemed non-responsive and not being considered. Pursuant to Public Contract Code Section 4104, the City has determined that it will not allow Bidders twenty-four (24) additional hours after the deadline for submission of bids to submit the information required by the City about each subcontractor, other than the name and location of each subcontractor.

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

**RESERVATION RIGHTS:** City specifically reserves the right, in its sole discretion, to reject any or all Bids, or re-bid, or to waive inconsequential deviations from bid requirements not involving time, price or quality of the work. The award, if made, will be made to the lowest responsible bidder whose bid is determined responsive to all the Bid Documents.

**INQUIRES:** Questions regarding the bidding documents may be directed to David Terhune, Public Works Services office (925) 934-3908. Any questions addressing the interpretation or clarification of the Contract Bid Forms or the Bid Documents must be submitted in writing.

**PRE-BID CONFERENCE AND SITE VISIT:** There will be no Pre-Bid Conference. City has determined that to prepare a proper Bid, Bidder must observe the existing site conditions to fully understand the difficulties and restrictions which may impact the total and adequate completion of the Project.

**FAILURE TO EXECUTE AND DELIVER CONTRACT DOCUMENTS:** If Bidder to whom Contract is awarded shall within seven (7) days after such award fail or neglect to execute and deliver all required Contract Documents and file all required bonds, insurance certificates and other documents, City may, in its sole discretion, deposit Bidder's surety bond, cashier's check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder's failure to enter into the Contract Documents. Bidder agrees that calculating the damages City may suffer as a result of Bidder's failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder's required Bid security shall be the agreed and presumed amount of City's damages.

**DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID:** No Bidder shall be allowed to make, submit or be interested in more than one bid. However, a person, firm, corporation or other entity that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders submitting a bid to the City.

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

## **SECTION 3 - BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES**

### **3-1 GENERAL**

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.

### **3-2 PRECONSTRUCTION MEETING**

A pre-construction meeting for this project will not be held. If the Contractor has any questions regarding the scope of the work, he may contact the City beforehand or during the project.

### **3-3 PROGRESS SCHEDULE**

The Contractor shall submit the construction progress schedule to the Engineer prior to the commencement of work and updated schedules as requested by the City as the work progresses. Each schedule shall specifically note the timeframe and work to be performed.

### **3-4 TIME OF COMPLETION AND LIQUIDATED DAMAGES**

The Contractor shall complete the entire work in this contract within **thirty (30) working days** from the original start date specified in the Notice to Proceed. The Contractor's attention is directed to Section 8-10, "Liquidated Damages", of the General Provisions of the Standard Specifications. Liquidated damages may be assessed per Section 8-10, "Liquidated Damages", not to exceed \$250.00 per day.

Completion of contract work is defined as completion of all items listed in the Bid Schedules and any issued Contract Change Order for the project, regardless of substantial use or benefit of any work in progress or portion of the project.

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

### **3-5 MEASUREMENT AND 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.

## **SECTION 4 - MISCELLANEOUS**

### **4-1 LABOR NON-DISCRIMINATION**

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

#### **NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)**

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A (4), "Labor Nondiscrimination," of the State Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

### **4-2 PREVAILING WAGES**

The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that shall there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith. See the Caltrans HomePage on the internet for the current rates at <http://www.dot.ca.gov>.

### **4-3 PUBLIC SAFETY**

The Contractor shall provide for the safety the public in conformance with the provisions in Section 7-1.09, "Public Safety", of the State Specifications and these Special Provisions.

Full compensation for conforming to the provisions in this section, "Public Safety", shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation

### **4-4 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS**

A prime contractor or subcontractor shall pay any subcontractor not later than ten (10) days of receipt of each progress payment in accordance with the provisions in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors.

### **4-5 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS**

The City shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the City, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contractor work by the City.

#### 4-6 CONTRACTORS LICENSING LAW

Contractor's License Classification: In accordance with the provisions of California Public Contract Code Section 3300, the owner has determined that the Contractor shall possess a valid "C32" Contractor's License at the time that the contract is awarded. Failure to possess the specified license shall render the bid as non-responsive and shall act as a bar to award of the contract to any bidder not possessing said license at the time of award.

#### 4-7 WATER POLLUTION CONTROL

Water pollution control work shall conform to the requirements in the "Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual," the "Construction Site Best Management Practices (BMPs) Manual," the "California Stormwater Quality Association BMP Handbook," and the City's Cleanwater NPDES permit, and addenda thereto issued up to, and including on the date of advertisement of the project, as well as the specifications listed in these special provisions. These manuals are hereinafter referred to respectively as the "Preparation Manual" and the "Construction Site BMPs Manual", and collectively, as the "Manuals". Copies of the Manuals may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520, and may also be obtained from the Department's Internet website at: <http://www.dot.ca.gov/hq/construc/stormwater.html>.

In addition, the Contractor shall follow the following specifications when cleaning up after painting.

##### A. Painting Cleanup

##### 1) Designated Area

- a. The CONTRACTOR shall conduct cleaning of painting equipment and tools in a designated area that will not allow run-on of storm water or runoff of spills.
- b. The CONTRACTOR shall not allow wash water from cleaning of painting equipment and tools to drain into streets, gutters, storm drains, or creeks.

##### 2) Water-based Paint

- a. The CONTRACTOR shall remove as much excess paint as possible from brushes, rollers, and equipment before starting cleanup.
- b. To the maximum extent practicable, the CONTRACTOR shall dispose of wash water from aqueous cleaning of equipment and tools to the sanitary sewer.

##### 3) Oil-based Paint

- a. The CONTRACTOR shall remove as much excess paint as possible from brushes, rollers, and equipment before starting cleanup.
- b. To the maximum extent practicable, the CONTRACTOR shall filter paint thinner and solvents for reuse.
- c. The CONTRACTOR shall dispose of waste thinner and solvent, and sludge from cleaning of equipment and tools as hazardous waste, as described in section 4) below.

##### 4) Disposal

- a. The CONTRACTOR shall arrange for regular hazardous waste collection to comply with time limits on storage of hazardous wastes.
- b. The CONTRACTOR shall dispose of hazardous waste only at authorized and permitted Treatment, Storage, and Disposal Facilities, and use only licensed hazardous waste haulers to remove the waste off-site, unless quantities to be

transported are below applicable threshold limits for transportation specified in State and Federal regulations.

- c. If the CONTRACTOR qualifies as a “Conditionally Exempt Small Quantity Generator” as defined under State and Federal regulations then the CONTRACTOR may be able to dispose of this waste through a local sponsored small quantity generator program. Contact your local hazardous waste management agency for information on these programs.

#### B. Painting Materials and Waste Management

- 1) The CONTRACTOR shall store paint, solvents, chemicals, and waste materials in compliance with all applicable local, State and Federal regulations. The CONTRACTOR shall store these materials in a designated area that will not allow run-on of storm water or runoff of spills.
- 2) The CONTRACTOR shall dispose of excess thinners, solvents, oil- and water-based paint as hazardous waste.
- 3) The CONTRACTOR shall dispose of dry, empty paint cans/buckets, old brushes, rollers, rags, and drop cloths in the trash.

In addition, when working with Thermoplastic, the Contractor shall follow the following specifications.

- 1) All thermoplastic striper and pre-heater equipment shutoff valves shall be inspected to ensure that they are working properly to prevent leaking thermoplastic from entering drain inlets, the storm water drainage system, or watercourses.
- 2) The pre-heater shall be filled carefully to prevent splashing or spilling of hot thermoplastic. Leave six inches of space at the top of the pre-heater container when filling thermoplastic to allow room for material to move when the vehicle is deadheaded.
- 3) Contractor shall not pre-heat, transfer, or load thermoplastic near drain inlets or watercourses.
- 4) Clean truck beds daily of loose debris and melted thermoplastic. When possible recycle thermoplastic material. Thermoplastic waste shall be disposed of in accordance with the “Caltrans Standard Specification” 7-1.13.

In the event of a spill the Contractor shall notify the City of Lafayette Public Works Services (925-934-3908) immediately. If any materials enter storm drains or creeks, the Contractor shall contact the City of Lafayette and Contra Costa County Hazardous Materials immediately. The Contractor shall also store spill absorbent materials on vehicles to be used in the event of a spill.

The Contractor shall know and fully comply with applicable provisions of the Manuals, and Federal, State, and local regulations and requirements that govern the Contractor's operations and storm water and non-storm water discharges from both the project site and areas of disturbance outside the project limits during construction.

#### **4-8 SUBMITTALS**

Submittals (3 copies) shall be made no less than 5-days in advance of the materials planned incorporation into the work. No material shall be used in the work until written acceptance of the submittal has been made by the Engineer. The Contractor shall submit sufficient information, specifications, design and product data to demonstrate compliance with the requirements of these Special Provisions, for:

- Non-Reflective Buttons
- Reflective Buttons

- Thermoplastic
- All Equipment to Use

#### **4-9 MEASUREMENT AND 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.

### **SECTION 5 - MOBILIZATION**

#### **5-1 GENERAL**

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

Work shall include, but not be limited to, preparatory work and operations for the movement of personnel, equipment, supplies, project information sign, and incidentals to the project site for the establishment of facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site.

#### **5-2 MEASUREMENT AND PAYMENT**

The contract **lump sum** price paid for Bid Item D.2 “**Mobilization**” shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals, and for all the work involved in mobilization, including, but not limited to, furnishing all contract bonds, public notification, transporting equipment, establishing a storage area, and all other work as specified in the Standard Provisions.

### **SECTION 6 – STRIPING, LEGEND MARKINGS & SYMBOL DETAIL**

#### **6-1 GENERAL**

The Striping Detail, Legend Markings, Arrows and Symbols Details to be followed as outlined in the “Description” and “Solid or Broken / Detail” columns of the Street List section of the Master Plans shall fully adhere to those listed herein and / or as agreed upon by and between the Contractor and the City.

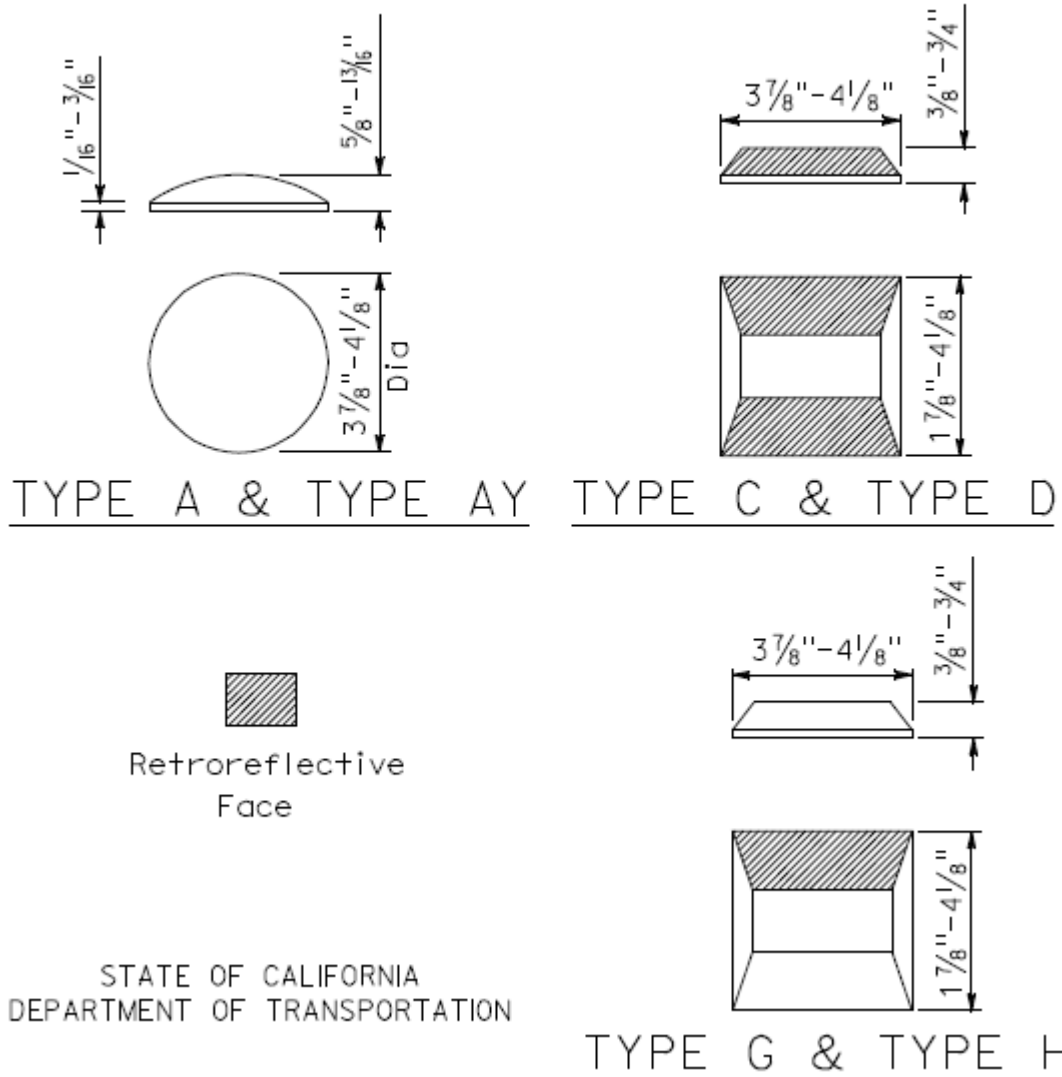
#### **6-2 LINES**

The Striping Detail for “Edge Line” and “Stop Limit Line” shall be of the material type specified in the “Material” column, with a thickness as outlined in the “Size” column, of the color specified in the “Color” column, and shall be of the approximate length as specified in the “Length (ft)” column of the Street List section of the Master Plans.

**6-3 MARKERS**

The specifications to be used for “Non-Reflective” and “Reflective” markers, as found in the “Description” column of the Street List section of the Master Plans shall follow the specifications listed below.

MARKER DETAILS

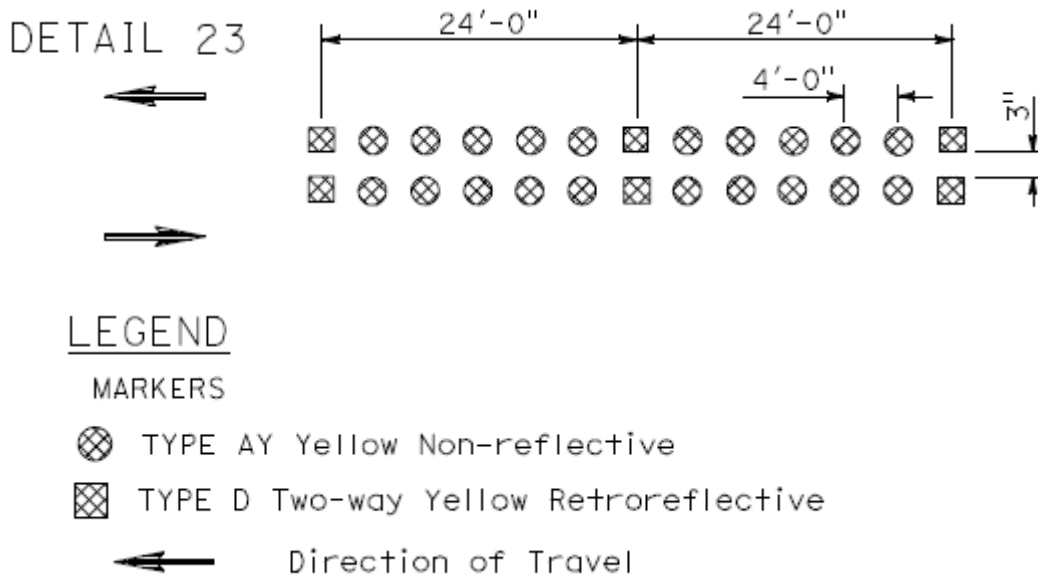


The minimum projected area of the reflective face shall be no less than one (1) square inch.



## 6-4 CENTERLINES, LANE LINES, AND EDGE LINES

The Centerline/Lane Line/ Edge Line Detail as outlined in the “Solid or Broken; Detail” column of the Street List section of the Master Plans shall follow the specifications listed below.



The striping detail for “Centerline”/ “Lane Line”/ “Edge Line” shall be of the material type specified in the “Material” column, with a line thickness as outlined in the “Size” column, of the color specified in the “Color” column, and shall be of the approximate length as specified in the “Length (ft)” column of the Street List section of the Master Plans.

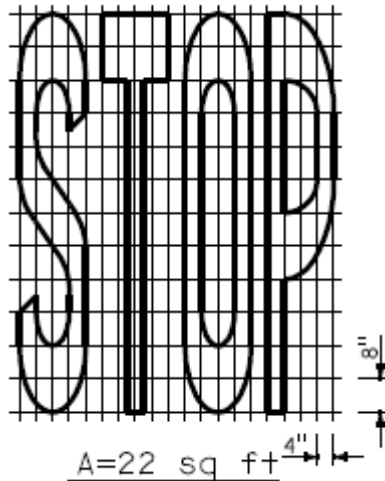
## 6-5 CROSSWALKS

The striping detail for “Xwalk” shall be of the material type specified in the “Material” column, with a line thickness as outlined in the “Size” column, of the color specified in the “Color” column, and shall be of the approximate length as specified in the “Length (ft)” column of the Street List section of the Master Plans.

For “solid, Ladder style” detail, the crosswalk shall have perpendicular striping at a thickness of 24” spaced approximately 4 feet apart, with the spacing of the longitudinal lines set to avoid wheel paths wherever possible. For “solid, no X-hatch” detail, the crosswalk shall have no crosshatch pattern.

### 6-6 LEGEND MARKINGS

The legends “STOP”, as found in the “Description” column of the Street List section of the Master Plans, shall adhere to the following specifications.



The legend shall be in the material as outlined in the “Material” column of the Bid Schedule as found in the Bid Proposal. The Unit Price of “Letters” shall refer to each letter used in the legend specified.

### 6-7 MISCELLANEOUS

When using thermoplastic, the Contractor shall follow all specifications listed in Caltrans Spec. #PTH-02PROFILE. This includes (but is not limited to) the Consistency, Color Stability, Viscosity Shear Ratio, Tensile Bond Strength, Composition, and Thickness of the Thermoplastic.

When necessary, the Contractor may have to grind away the existing Thermoplastic to either conform with newer lettering styles or arrow types. The lump sum for “Grinding” shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals, and for all the work involved in grinding, including, but not limited to, transporting equipment, cleaning the equipment, and all other work as specified in the Standard Provisions.

### 6-8 FIELD DETAIL CLAUSE

On rare occasions the detail of the existing striping or markers in the field may differ from those specified here in section 6. In the event of such an incident, unless otherwise instructed, the detail used for the current striping shall be used for the new striping (pending approval from the City).

## **SECTION 7 - GRINDING**

### **7-1 GENERAL**

Work shall include, but not be limited to, preparatory work and operations for the removal of existing thermoplastic striping and legends at the project site for the establishment of new thermoplastic or paint markings whereas the new standard being used does not match the design of the existing thermoplastic striping or legend.

### **7-2 MEASUREMENT AND PAYMENT**

The contract **lump sum** price paid for “**Grinding**” shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals, for all the work involved in the grinding of existing thermoplastic striping and legends.

**City of Lafayette**  
Public Works Services



**Pavement Marking Project**  
Project PWS 12-02

**Master Plans**  
Streets List  
Aerials

**City of Lafayette**  
Public Works Services  
**Pavement Marking Project**  
Project PWS 12-02

Street & Limits	Length (ft)	Description	Size	Color	Solid or Broken; Detail	Material	Unit	Number	Quantity	Total Quantity
-----------------	-------------	-------------	------	-------	-------------------------	----------	------	--------	----------	----------------

**Acalanes Rd**

<b>@ Hidden Valley Rd</b>										
	---	STOP	8ft	white	solid	thermo	Letters	4	2	8
	20	Stop Limit Line	12in	white	Solid	thermo	lf	1	20	20
	45	Xwalk	12in	white	solid, no X-hatch	thermo	lf	2	45	180

**Upper Happy Valley Rd**

<b>Happy Valley Rd - El Nido Ranch Rd</b>										
		Fog Line	4in	white	solid	thermo	lf	1	10,450	10,450

<b>@ Hilldale Rd</b>										
	50	Xwalk	12in	white	solid, no X-hatch	thermo	lf	1	50	100

<b>@ N Peardale</b>										
	45	Xwalk	12in	white	solid, no X-hatch	thermo	lf	1	45	90
	---	STOP	8ft	white	solid	thermo	Letters	4	3	12
	10	Stop Limit Line	12in	white	Solid	thermo	lf	2	10	20

<b>@ Los Arabis Dr</b>										
	40	Xwalk	12in	white	solid, no X-hatch	thermo	lf	4	40	320
	---	STOP	8ft	white	solid	thermo	Letters	4	4	16

**Deer Hill Rd**

<b>@ Oak Hill Rd</b>										
	320	Xwalk	12in	White	solid, Ladder style	thermo	lf	1	320	1,664

<b>@ Brown Ave</b>										
	55	Xwalk	12in	White	solid, Ladder style	thermo	lf	1	55	370

**City of Lafayette**  
Public Works Services  
**Pavement Marking Project**  
Project PWS 12-02

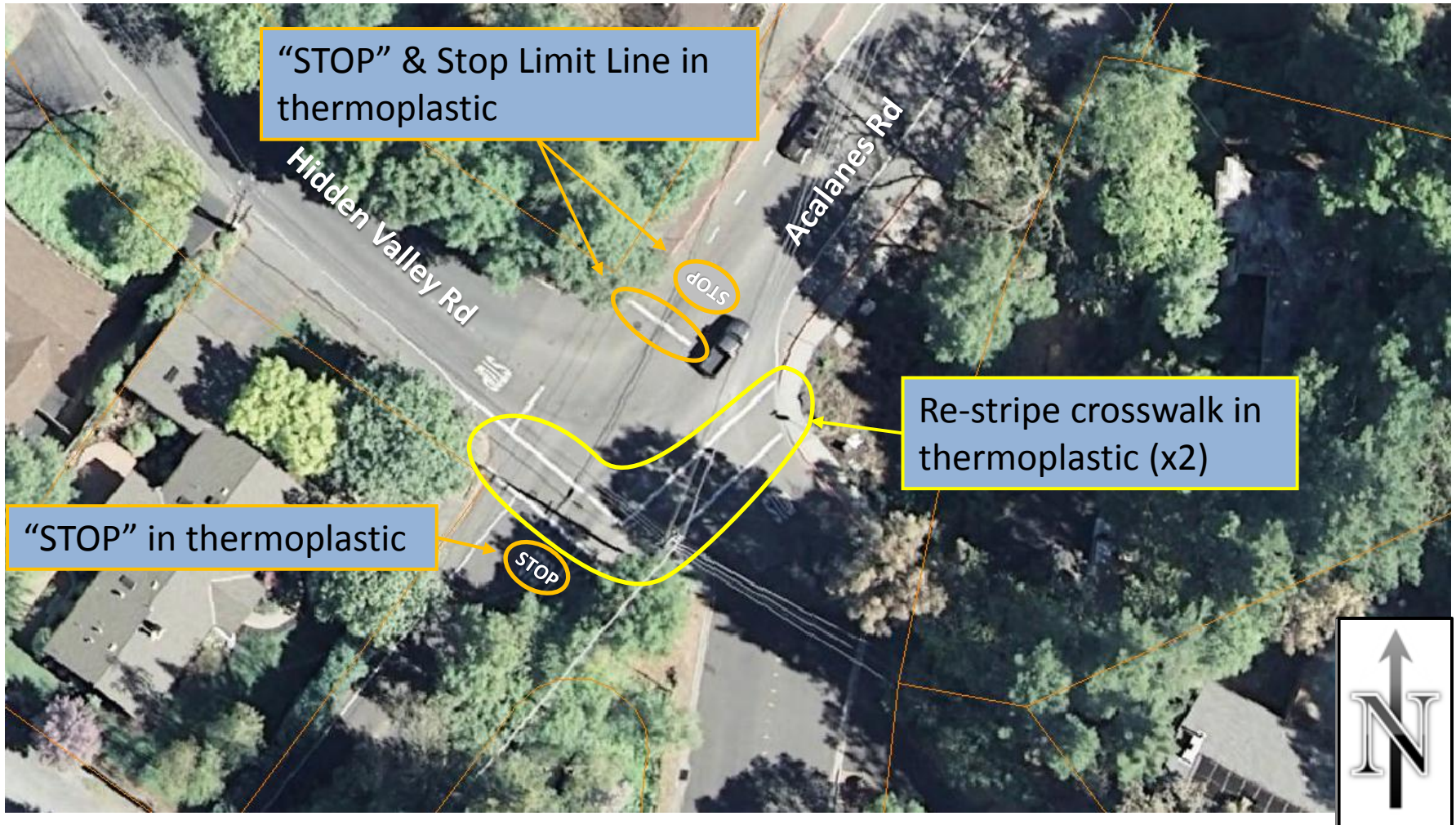
Street & Limits	Length (ft)	Description	Size	Color	Solid or Broken; Detail	Material	Unit	Number	Quantity	Total Quantity
<b>Mt Diablo Blvd</b>										
<b>@ Brown Ave</b>										
	65	Xwalk	12in	White	solid, no X-hatch	thermo	lf	2	65	260
<b>@ Golden Gate Way</b>										
	70	Xwalk	12in	White	solid, Ladder style	thermo	lf	1	70	400
<b>St Mary's Rd</b>										
<b>Moraga Rd - Pavement Change (@ 3434 St Mary's Rd)</b>										
	1,570	Non-reflective		Yellow	Centerline, Detail 23	markers	each	1	161	161
	1,570	Reflective		Yellow	Centerline, Detail 23	reflectors	each	1	63	63
<b>@ Solana Dr</b>										
	40	Xwalk	12in	Yellow	solid, no X-hatch	thermo	lf	1	40	80
<b>@ Acampo Dr</b>										
	70	Xwalk	12in	Yellow	solid, Ladder style	thermo	lf	1	70	340
<b>@ Glenside</b>										
	45	Xwalk	12in	White	solid, Ladder style	thermo	lf	1	45	210

**City of Lafayette**  
Public Works Services  
**Pavement Marking Project**  
Project PWS 12-02

Street & Limits	Length (ft)	Description	Size	Color	Solid or Broken; Detail	Material	Unit	Number	Quantity	Total Quantity
<b>Reliez Valley Rd</b>										
<b>Pleasant Hill Rd - Silver Dell Rd</b>										
	5,000	Non-reflective		Yellow	Centerline, Detail 23	markers	each	1	205	205
	5,000	Reflective		Yellow	Centerline, Detail 23	reflectors	each	1	80	80
<b>@ McGraw Ln</b>										
	40	Xwalk	12in	White	solid, no X-hatch	thermo	lf	1	40	80
	---	STOP	8ft	white	solid	thermo	Letters	4	2	8
	10	Stop Limit Line	12in	white	Solid	thermo	lf	2	10	20
<b>@ Kincheloe Ct</b>										
	60	Xwalk	12in	White	solid, no X-hatch	thermo	lf	1	60	120
<b>@ Rowland Dr</b>										
	45	Xwalk	12in	White	solid, no X-hatch	thermo	lf	1	45	90
<b>Old Tunnel Rd</b>										
<b>@ Windsor Dr</b>										
	---	STOP	8ft	white	solid	thermo	Letters	4	3	12
	17	Stop Limit Line	12in	white	Solid	thermo	lf	3	17	51
<b>@ Linda Vista Ln</b>										
	---	STOP	8ft	white	solid	thermo	Letters	4	3	12
	15	Stop Limit Line	12in	white	Solid	thermo	lf	3	15	45

# City of Lafayette

## Public Works Services



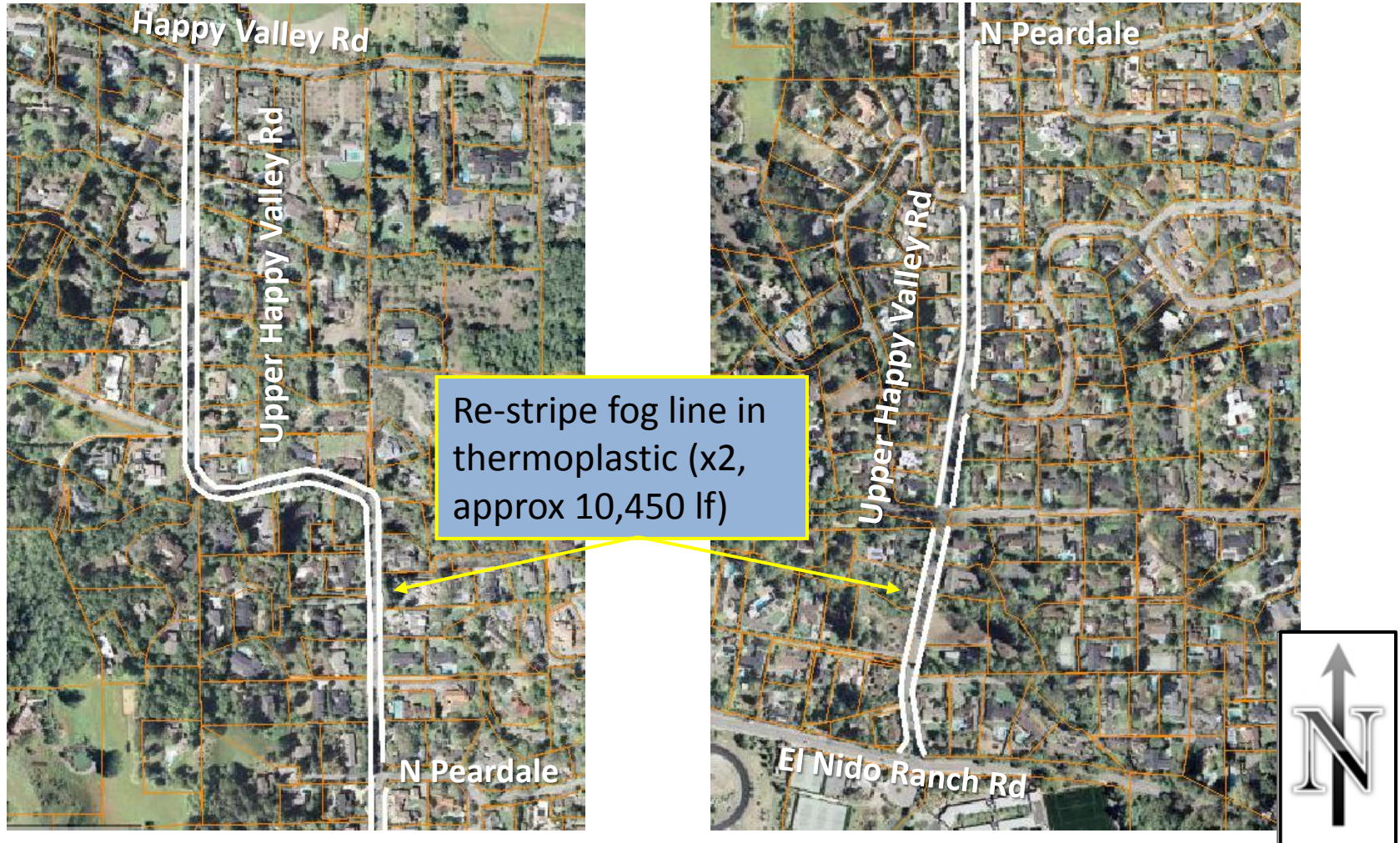
## 2012 Pavement Marking Project Acalanes Rd @ Hidden Valley Rd

Copyright © 2006 All Rights Reserved. The information contained herein is the proprietary property of the contributor supplied under license and may not be approved except as licensed by Digital Map Products. Information formatted and presented by David Terhune.



# City of Lafayette

## Public Works Services



### 2012 Pavement Marking Project

### Upper Happy Valley Rd: Happy Valley Rd – El Nido Ranch Rd

Copyright © 2006 All Rights Reserved. The information contained herein is the proprietary property of the contributor supplied under license and may not be approved except as licensed by Digital Map Products. Information formatted and presented by David Terhune.



# City of Lafayette

## Public Works Services

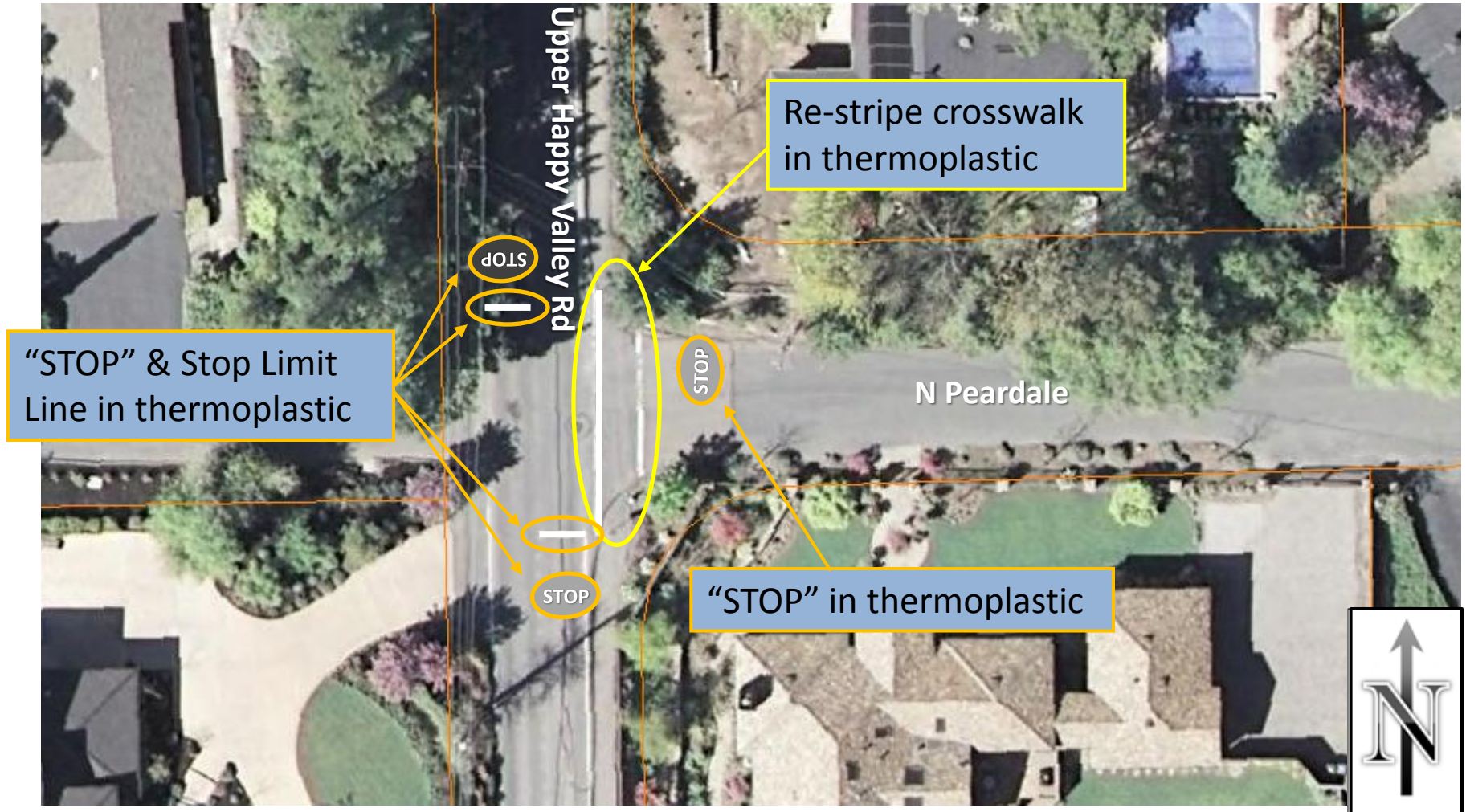


### 2012 Pavement Marking Project Upper Happy Valley Rd @ Hilldale Rd

Copyright © 2006 All Rights Reserved. The information contained herein is the proprietary property of the contributor supplied under license and may not be approved except as licensed by Digital Map Products. Information formatted and presented by David Terhune.

# City of Lafayette

Public Works Services

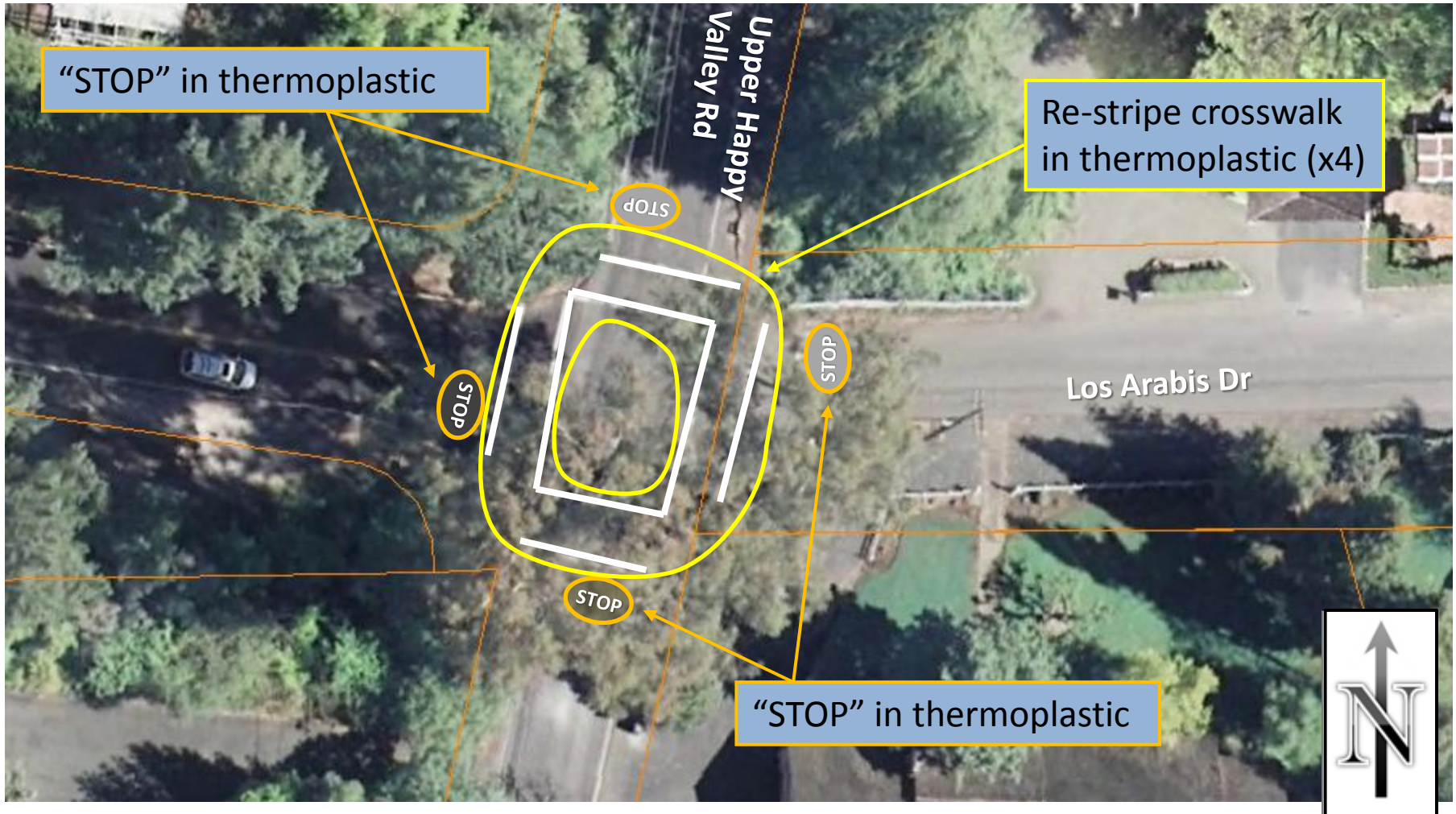


## 2012 Pavement Marking Project Upper Happy Valley Rd @ N Peardale

Copyright © 2006 All Rights Reserved. The information contained herein is the proprietary property of the contributor supplied under license and may not be approved except as licensed by Digital Map Products. Information formatted and presented by David Terhune.

# City of Lafayette

## Public Works Services

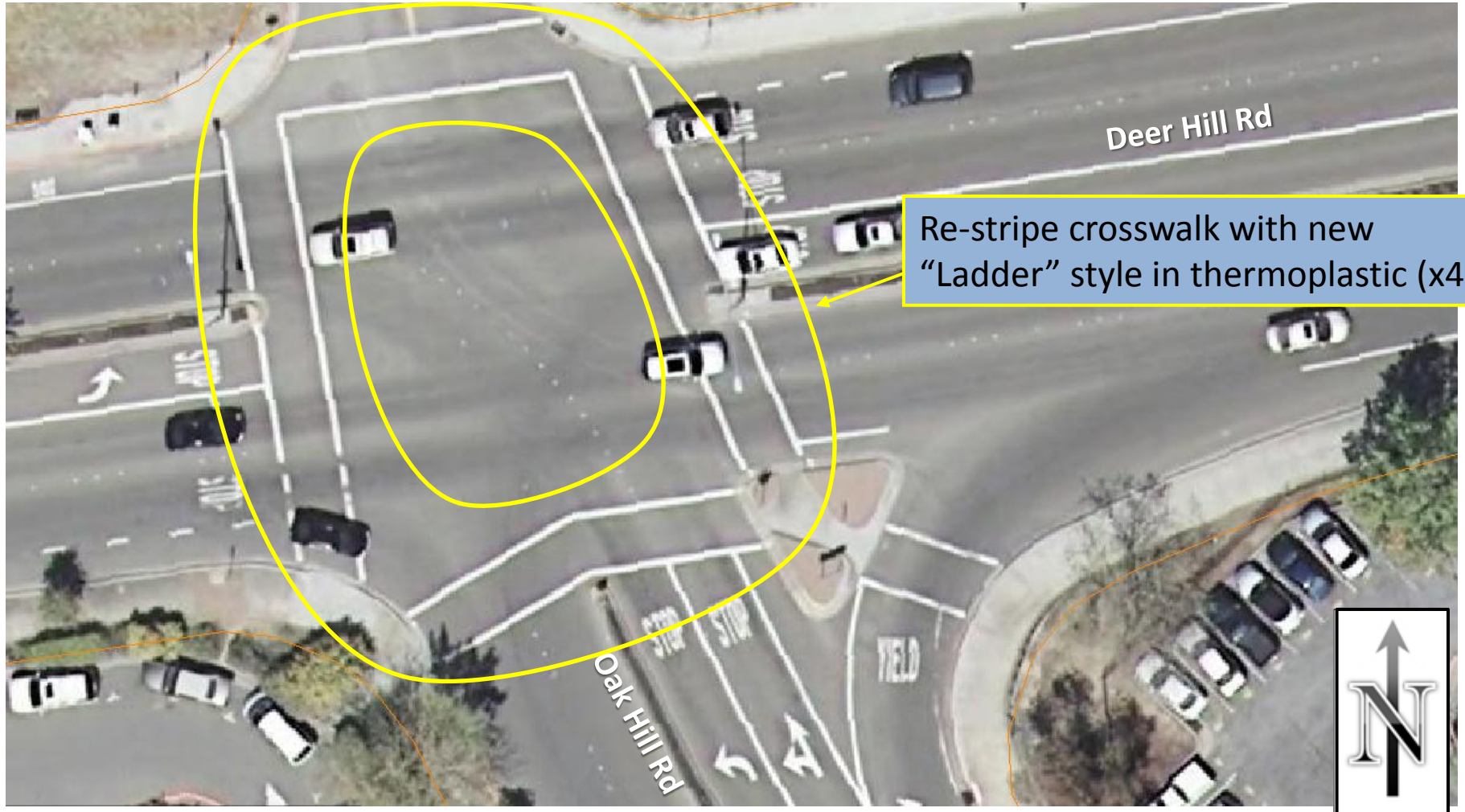


## 2012 Pavement Marking Project Upper Happy Valley Rd @ Los Arabis Dr

Copyright © 2006 All Rights Reserved. The information contained herein is the proprietary property of the contributor supplied under license and may not be approved except as licensed by Digital Map Products. Information formatted and presented by David Terhune.

# City of Lafayette

## Public Works Services



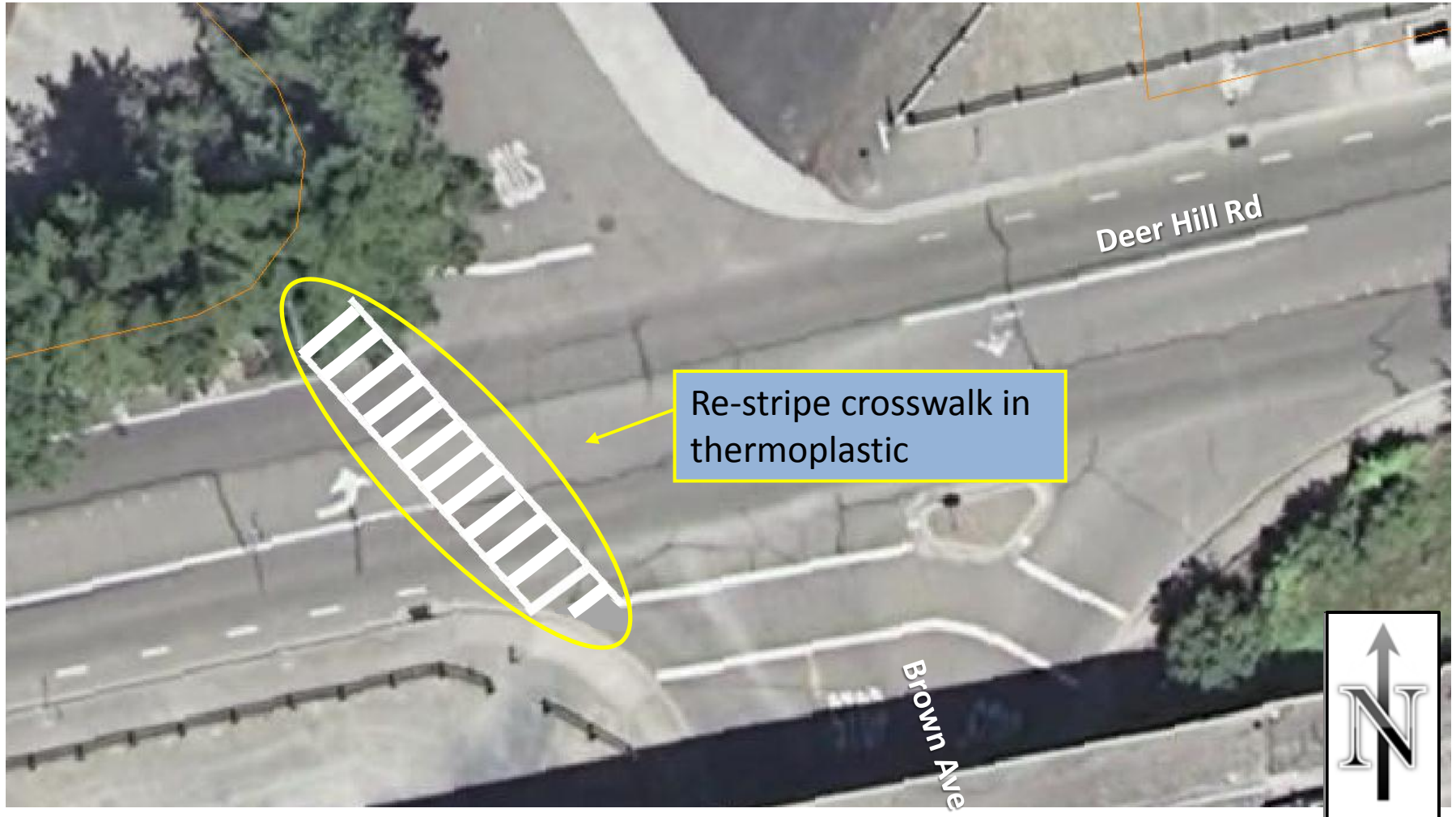
### 2012 Pavement Marking Project Deer Hill Rd @ Oak Hill Rd

Copyright © 2006 All Rights Reserved. The information contained herein is the proprietary property of the contributor supplied under license and may not be approved except as licensed by Digital Map Products. Information formatted and presented by David Terhune.



# City of Lafayette

## Public Works Services

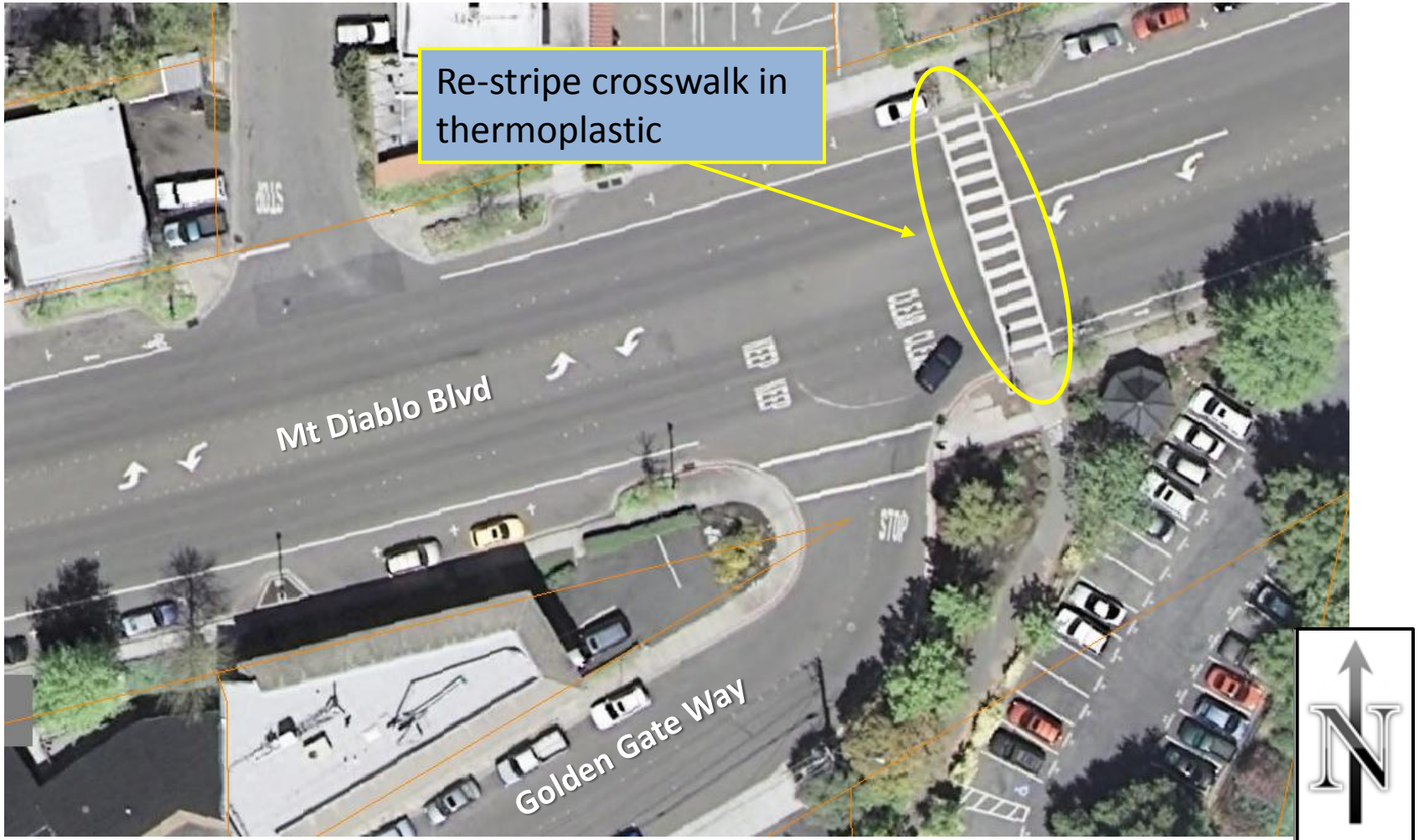


### 2012 Pavement Marking Project Deer Hill Rd @ Brown Ave

Copyright © 2006 All Rights Reserved. The information contained herein is the proprietary property of the contributor supplied under license and may not be approved except as licensed by Digital Map Products. Information formatted and presented by David Terhune.

# City of Lafayette

## Public Works Services



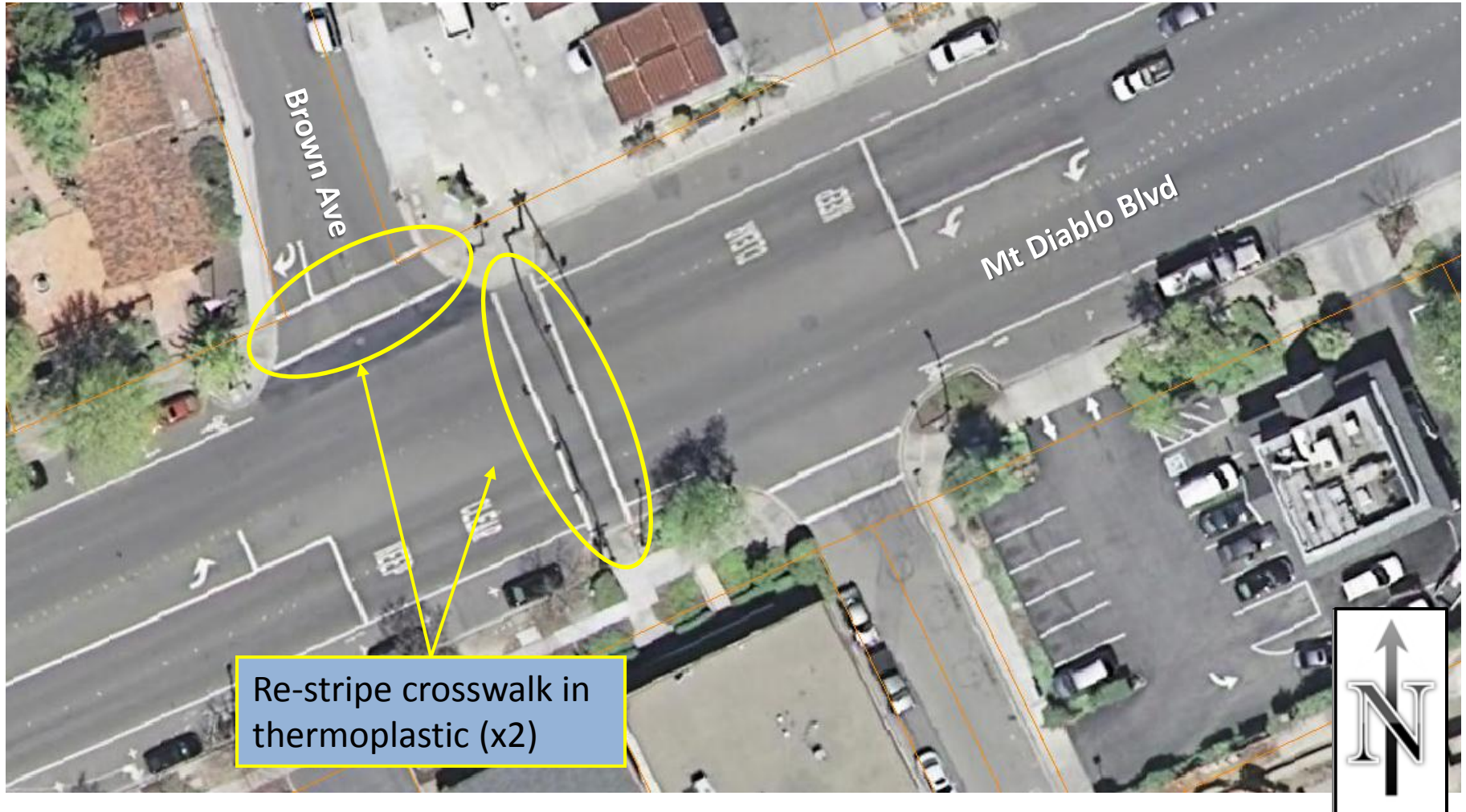
### 2012 Pavement Marking Project Mt Diablo Blvd @ Golden Gate Way

Copyright © 2006 All Rights Reserved. The information contained herein is the proprietary property of the contributor supplied under license and may not be approved except as licensed by Digital Map Products. Information formatted and presented by David Terhune.



# City of Lafayette

## Public Works Services



Re-stripe crosswalk in thermoplastic (x2)



## 2012 Pavement Marking Project Mt Diablo Blvd @ Brown Ave

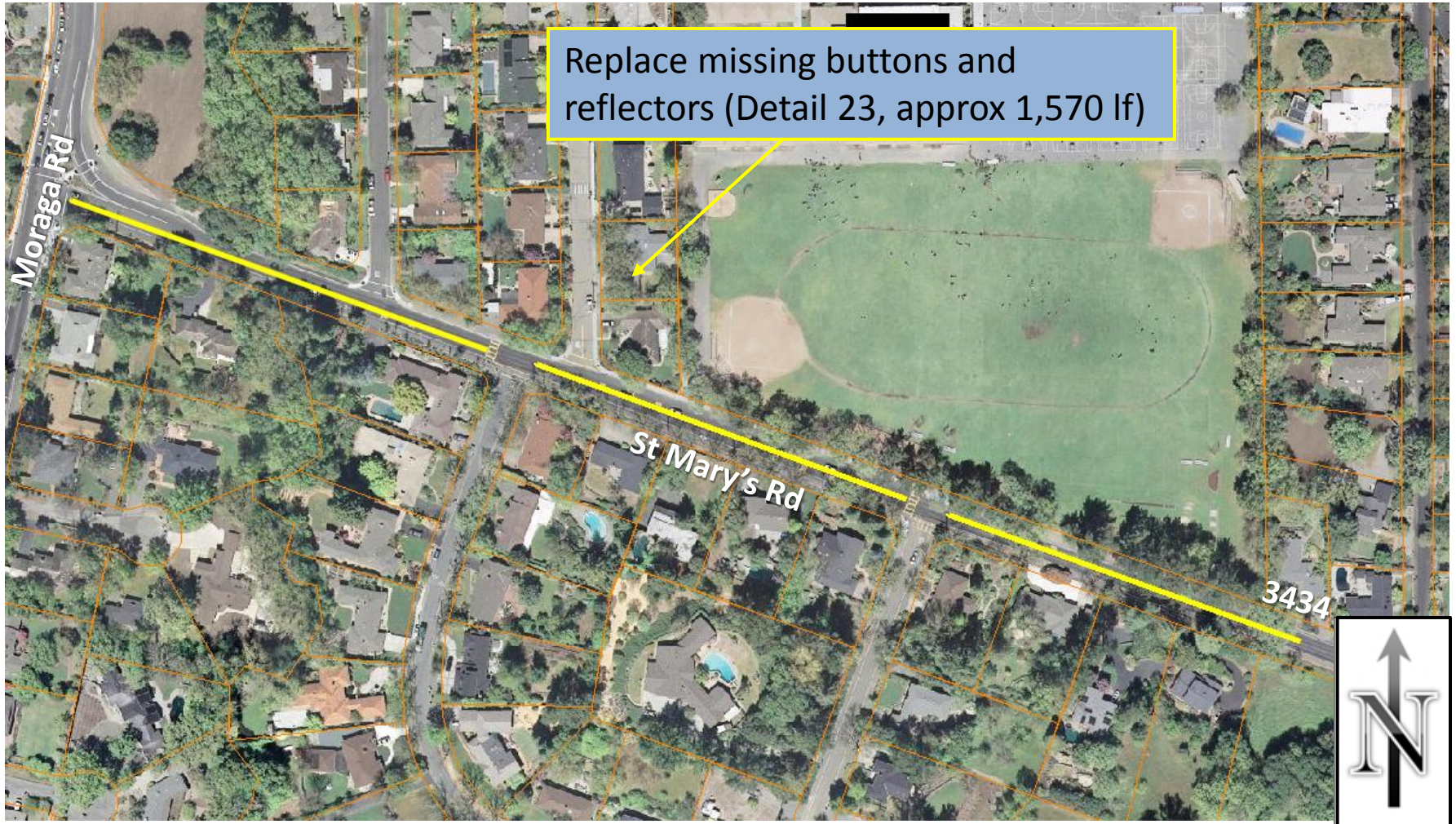
Copyright © 2006 All Rights Reserved. The information contained herein is the proprietary property of the contributor supplied under license and may not be approved except as licensed by Digital Map Products. Information formatted and presented by David Terhune.



# City of Lafayette

## Public Works Services

Replace missing buttons and reflectors (Detail 23, approx 1,570 lf)



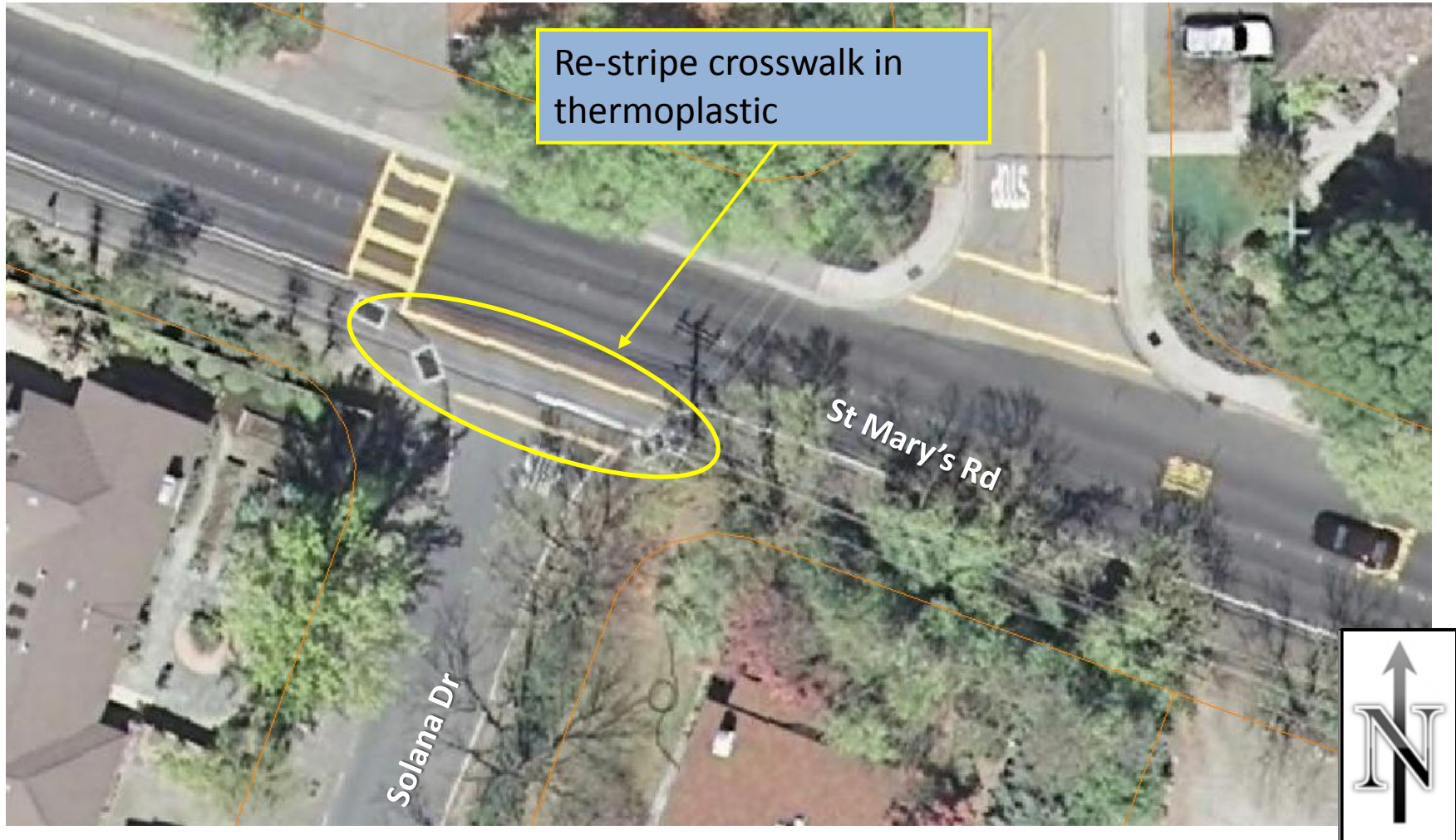
## 2012 Pavement Marking Project

### St Mary's Rd: Moraga Rd – Pavement Change (@ 3434 St Mary's Rd)

Copyright © 2006 All Rights Reserved. The information contained herein is the proprietary property of the contributor supplied under license and may not be approved except as licensed by Digital Map Products. Information formatted and presented by David Terhune.

# City of Lafayette

Public Works Services

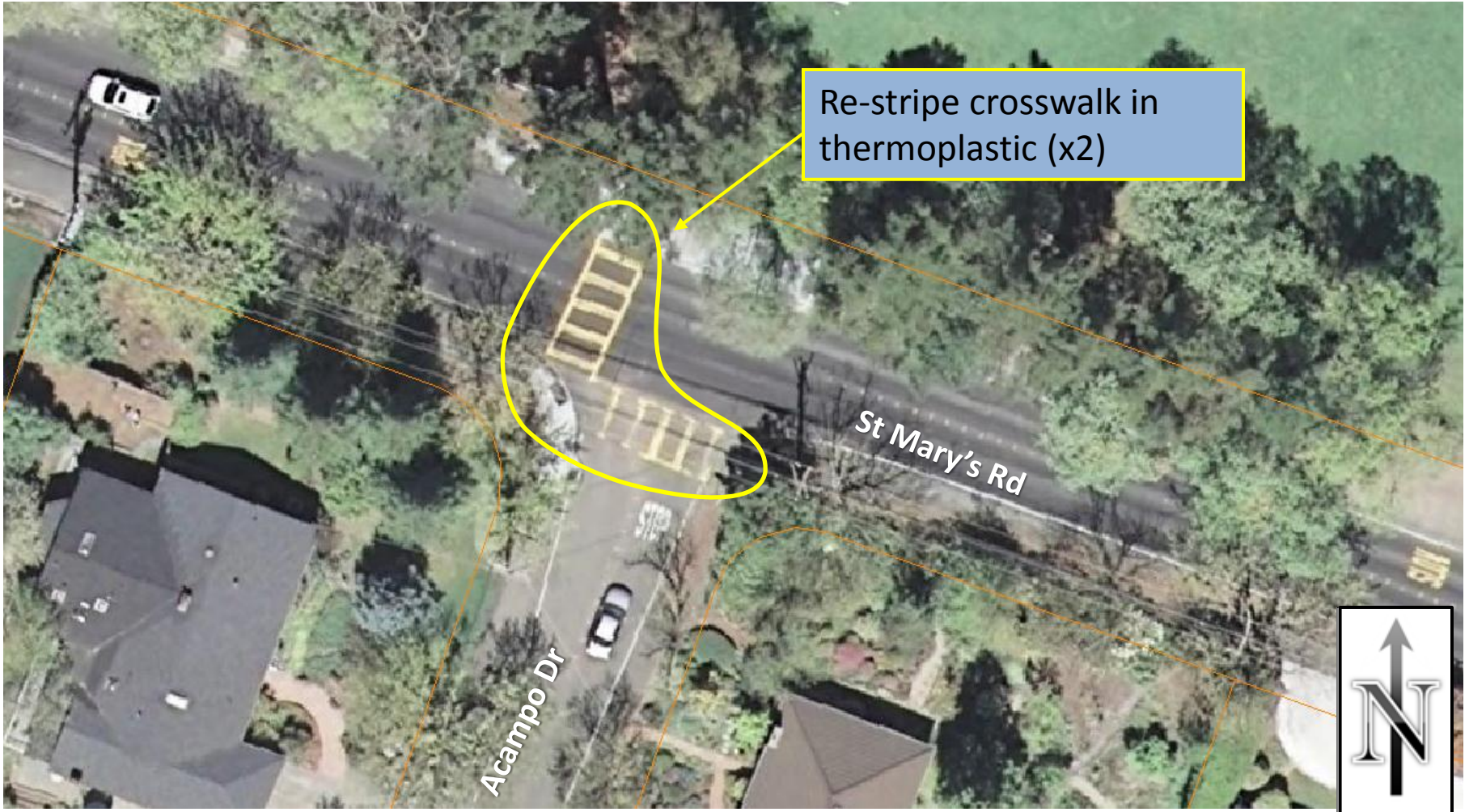


## 2012 Pavement Marking Project St Mary's Rd @ Solana Dr

Copyright © 2006 All Rights Reserved. The information contained herein is the proprietary property of the contributor supplied under license and may not be approved except as licensed by Digital Map Products. Information formatted and presented by David Terhune.

# City of Lafayette

## Public Works Services



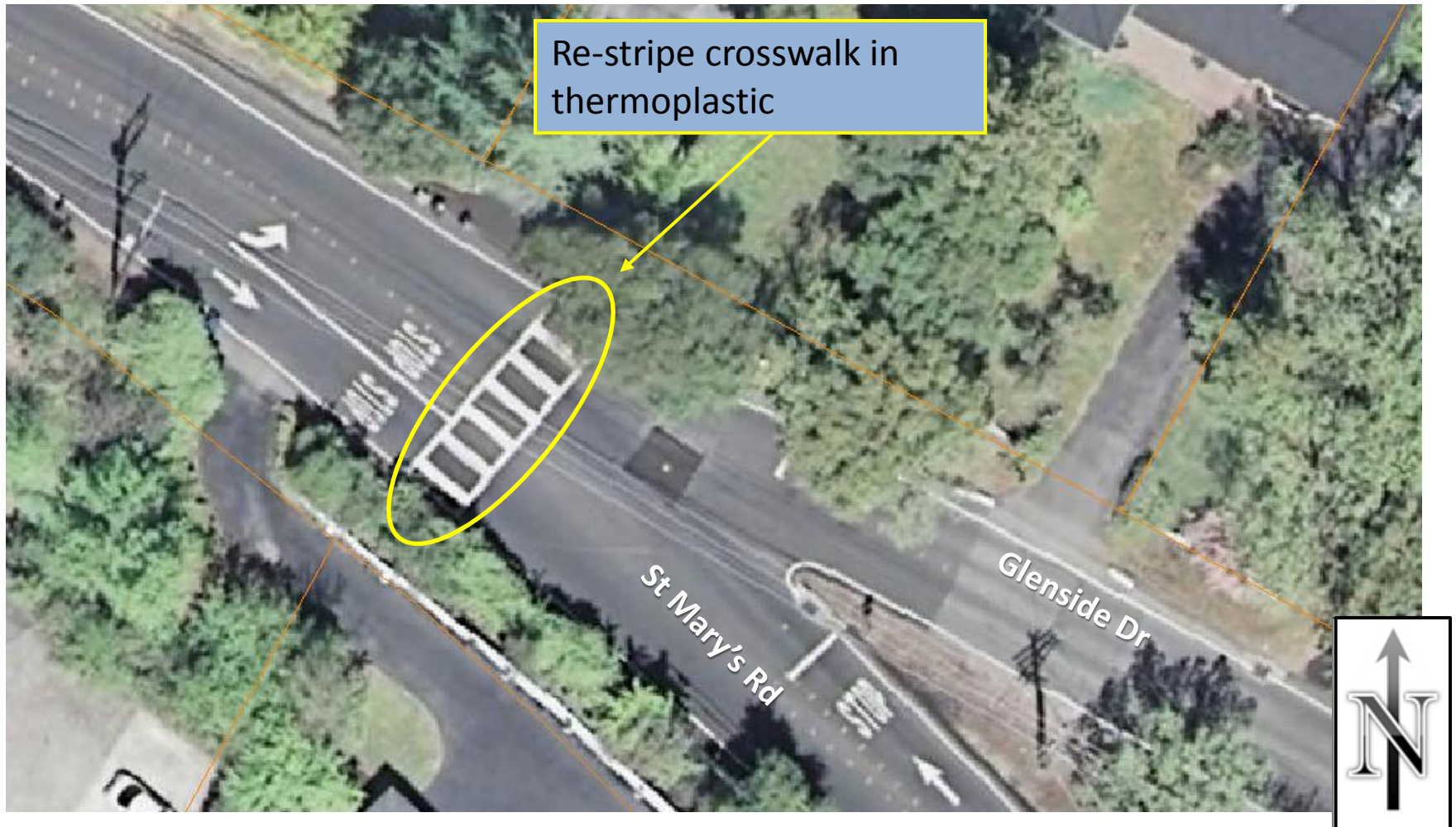
### 2012 Pavement Marking Project St Mary's Rd @ Acampo Dr

Copyright © 2006 All Rights Reserved. The information contained herein is the proprietary property of the contributor supplied under license and may not be approved except as licensed by Digital Map Products. Information formatted and presented by David Terhune.



# City of Lafayette

Public Works Services

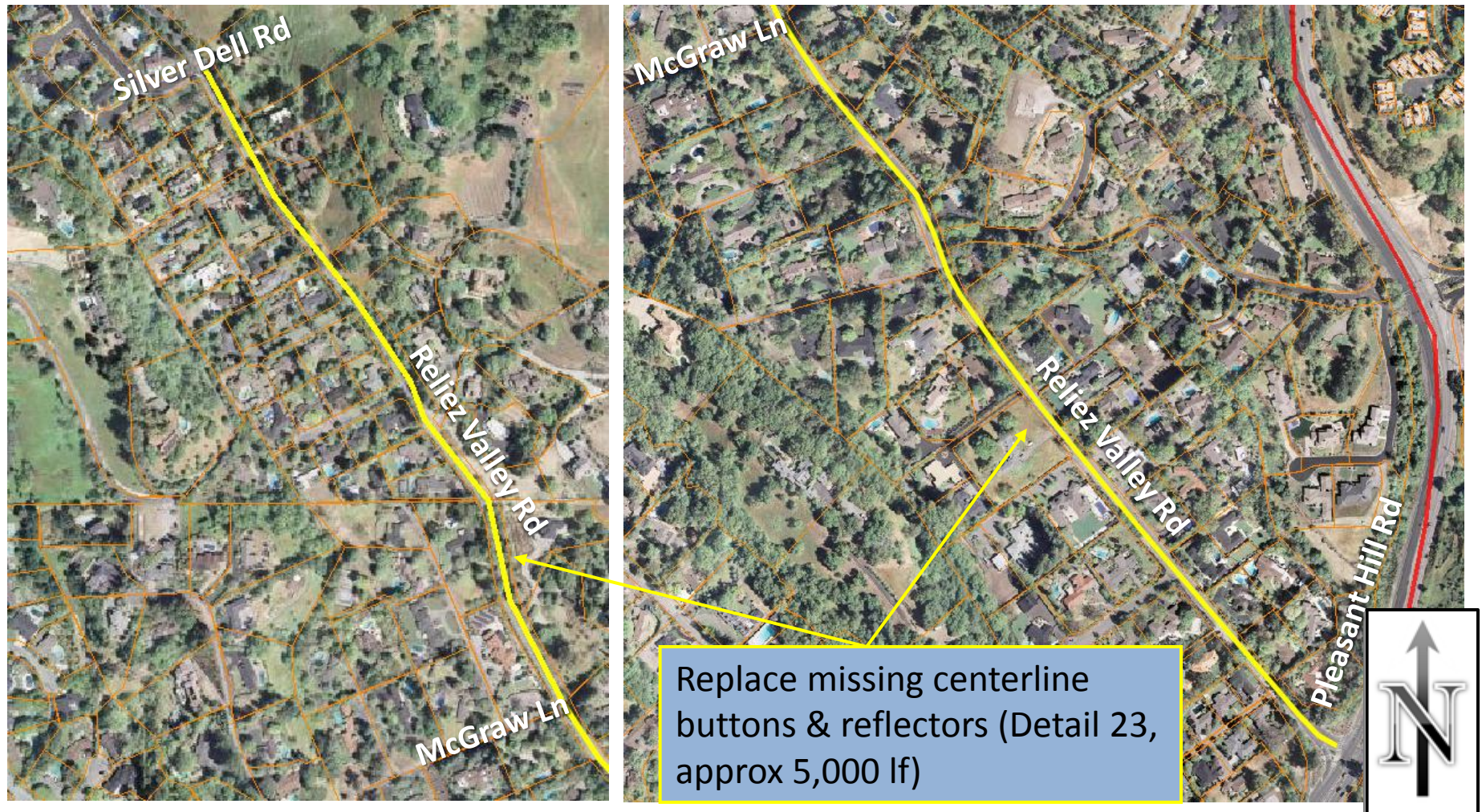


## 2012 Pavement Marking Project St Mary's Rd @ Glenside Dr

Copyright © 2006 All Rights Reserved. The information contained herein is the proprietary property of the contributor supplied under license and may not be approved except as licensed by Digital Map Products. Information formatted and presented by David Terhune.

# City of Lafayette

## Public Works Services



## 2012 Pavement Marking Project Reliez Valley Rd: Pleasant Hill Rd – Silver Dell Rd

Copyright © 2006 All Rights Reserved. The information contained herein is the proprietary property of the contributor supplied under license and may not be approved except as licensed by Digital Map Products. Information formatted and presented by David Terhune.

# City of Lafayette

## Public Works Services



## 2012 Pavement Marking Project Reliez Valley Rd @ McGraw Ln

Copyright © 2006 All Rights Reserved. The information contained herein is the proprietary property of the contributor supplied under license and may not be approved except as licensed by Digital Map Products. Information formatted and presented by David Terhune.

# City of Lafayette

## Public Works Services



### 2012 Pavement Marking Project Reliez Valley Rd @ Kincheloe Ct

Copyright © 2006 All Rights Reserved. The information contained herein is the proprietary property of the contributor supplied under license and may not be approved except as licensed by Digital Map Products. Information formatted and presented by David Terhune.

# City of Lafayette

## Public Works Services



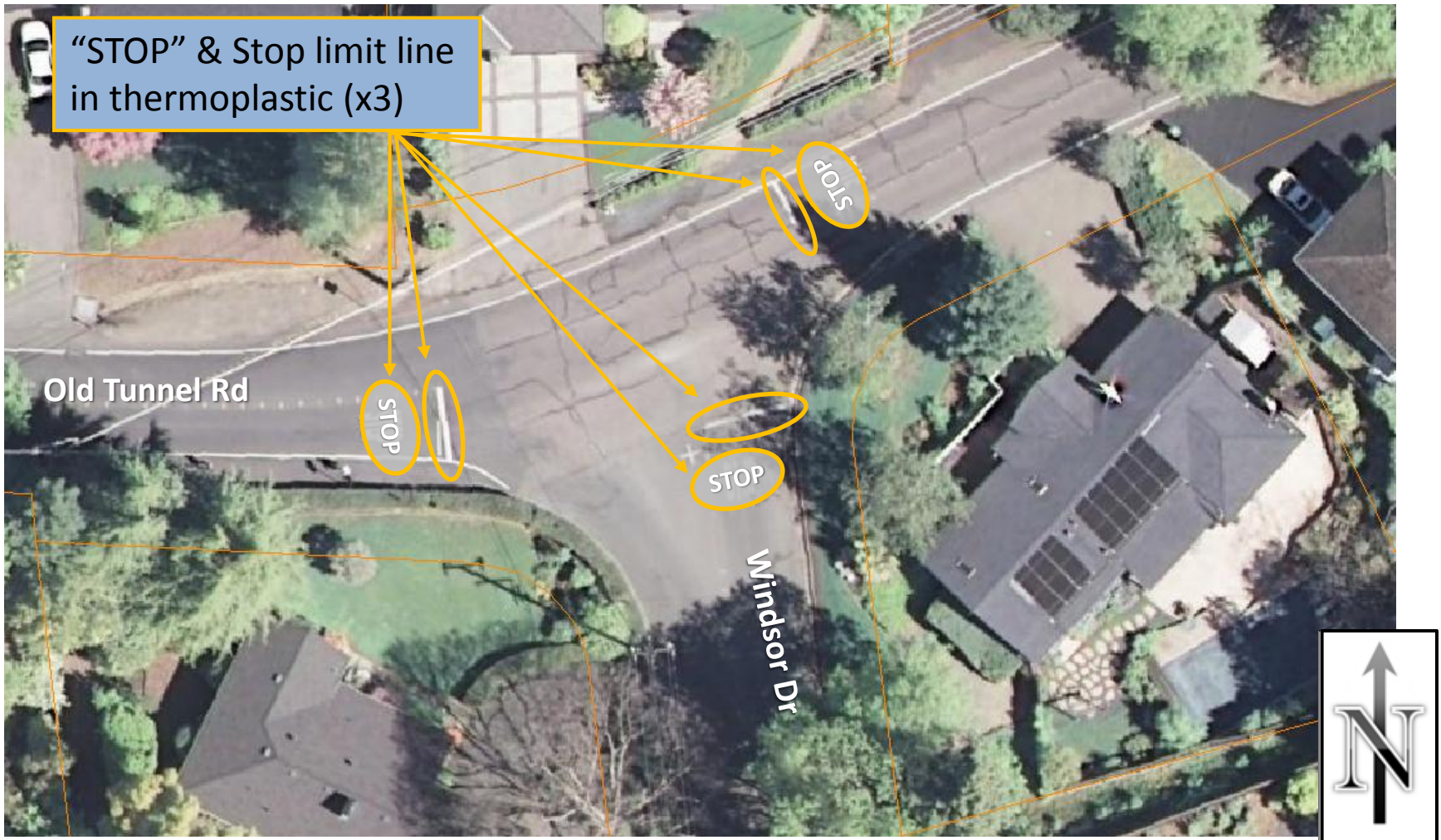
### 2012 Pavement Marking Project Reliez Valley Rd @ Rowland Dr

Copyright © 2006 All Rights Reserved. The information contained herein is the proprietary property of the contributor supplied under license and may not be approved except as licensed by Digital Map Products. Information formatted and presented by David Terhune.



# City of Lafayette

## Public Works Services

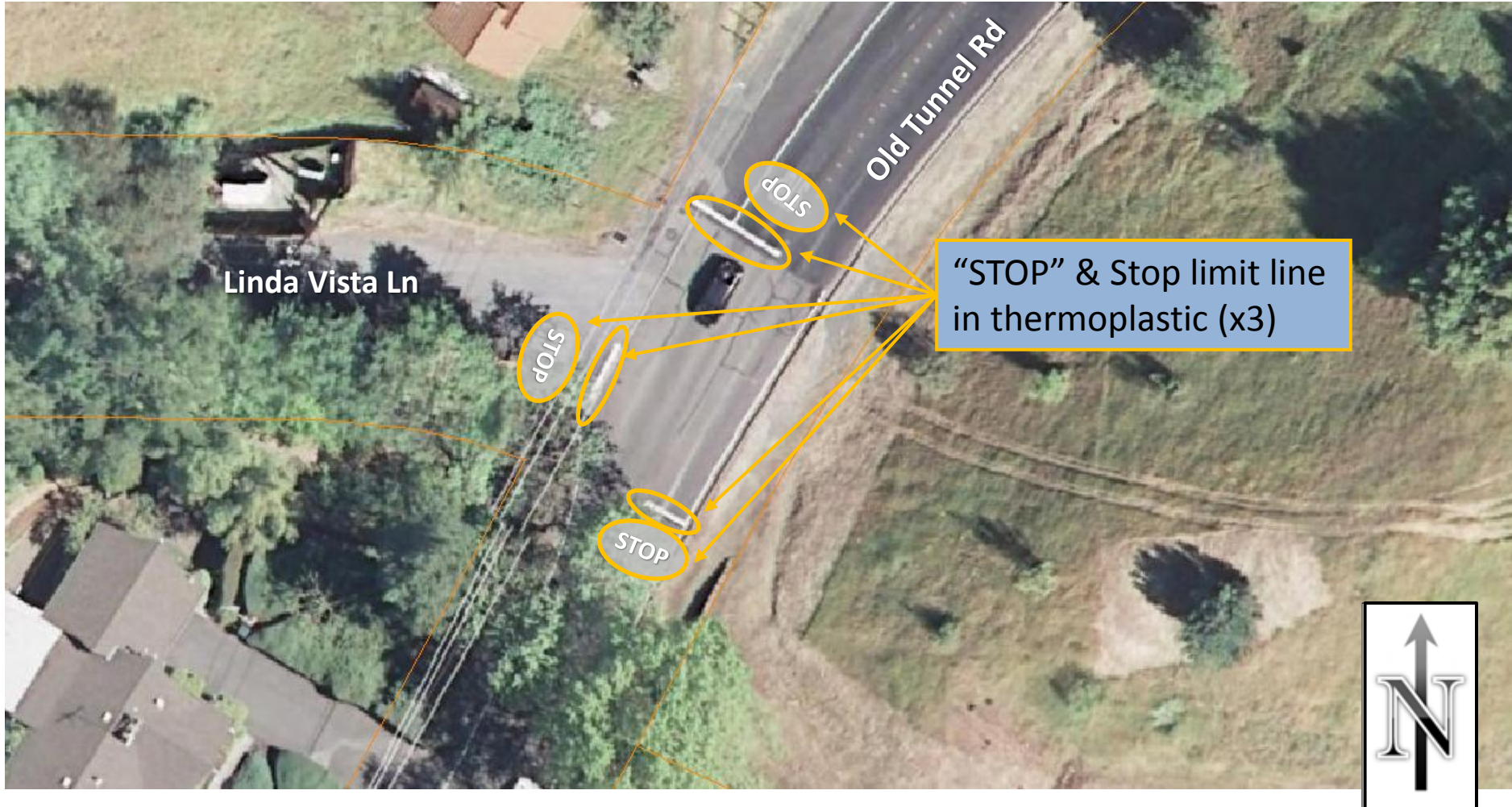


## 2012 Pavement Marking Project Old Tunnel Rd @ Windsor Dr

Copyright © 2006 All Rights Reserved. The information contained herein is the proprietary property of the contributor supplied under license and may not be approved except as licensed by Digital Map Products. Information formatted and presented by David Terhune.

# City of Lafayette

## Public Works Services



### 2012 Pavement Marking Project Old Tunnel Rd @ Linda Vista Ln

Copyright © 2006 All Rights Reserved. The information contained herein is the proprietary property of the contributor supplied under license and may not be approved except as licensed by Digital Map Products. Information formatted and presented by David Terhune.