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

2018 SURFACE SEAL AND STRIPING PROJECT

Project No. 014-9715

Bid Opening Date
Thursday, May 31, 2018, 1:30 p.m.

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NOTICE TO CONTRACTORS

Sealed proposals will be accepted at the office of the City Clerk, 3675 Mt. Diablo Boulevard, Suite 210, Lafayette, California until 1:30 P.M., Thursday, May 31, 2018, at which time they will be publicly opened and read, for: Construction of **2018 Surface Seal and Striping Project, Project No. 014-9715**, including, but not limited to: mobilization; traffic control and construction signage; clearing and grubbing including tree trimming; traffic striping, marking and marker removal; removal and replacement of concrete curb and gutter; construction of asphalt concrete pavement repairs; crack seal; rubberized chip seal; micro-surfacing; traffic stripes, markers, and markings; and all other work as shown on the plans and as described in the Specifications to provide a complete project.

The Engineer's cost estimate for is \$720,000. Contractor shall be aware that Contract Work occurs in locations within the City of Lafayette.

An electronic link to the contract documents, including the Plans and Specifications, may be obtained free of charge through the City of Lafayette Engineering Services Division by contacting the Engineering Assistant at tkain@lovelafayette.org or (925)284-1951.

This project shall be constructed in accordance with the <u>March 2013</u> 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: 2018 Surface Seal and Striping Project, Project No. 014-9715". The Contractor shall possess a Class "A" license at the time this contract is awarded.

Bidder's attention is directed to requirements in Sections 2 and 3 of the Standard Specifications General Provisions. All bids shall be accompanied by a cashier's or certified check, or a bidder's bond executed by a corporate surety insurer. The bidder's guarantee shall be in the amount equal to at least ten (10) percent of the total bid and shall be made payable to the City of Lafayette. The successful bidder shall furnish a payment bond and a performance bond.

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

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

Time of completion allowed for this project will be forty five (45) working days. Bidder's attention is directed to the schedule stated in Section SP-8 of the Special Provisions.

Questions regarding the project plans or specifications may be directed to Matt Luttropp, City Engineering Office, (925) 284-1951.

The plan holders list, as well as the City Standard Specifications, the Project Special Provisions and the General Prevailing Rates of Wages applicable to this work may be downloaded free of charge from the City of Lafayette web site at http://www.ci.lafayette.ca.us (click on *Public Works and Construction* under the Quick Links sidebar on the homepage, then *City Construction Projects*; **2018 Surface Seal and Striping Project** is accessible under *Projects Bidding*). Or you may contact the Engineering Assistant at (925) 284-1951.

			CITY OF LAFAYETTE	
Date: _	4-23-18	Ву:	/s/_ Matt Luttropp, Engineer	 Services Manager

CITY OF LAFAYETTE CALIFORNIA

BID PROPOSAL

2018 SURFACE SEAL & STRIPING PROJECT PROJECT NO. 014-9715

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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:

ITEM NO.	ITEM DESCRIPTION	ESTIMATEI QUANTITY		UNIT <u>PRICE</u>	TOTAL				
(SEE ATTACHED BID SCHEDULE)									
NOTES: - All unit prices shall be considered the prices for providing a complete, in-place facility.									
-		of a discrepancy lunit price shall be		t price and iten	n total on the bid				
		0	0 0						
Bidder acknowledges the receipt of the following addenda to the drawings and specifications.									
Addendum No.		<u>Date</u>	Addendum No.		<u>Date</u>				
									

CITY OF LAFAYETTE 2018 SURFACE SEAL PROJECT - NO. 014-9715

BID SCHEDULE

ITEM	ITEM		ESTIMATED		UNIT	
NO.	DESCRIPTION		QUANTITY	UNIT	PRICE	TOTAL
1	Mobilization	(SP-13)	1	LS		
2	Traffic Control Clearing and Grubbing, Tree Trimming, and	(SP-14)	1	LS		
3	Tree Protection	(SP-16)	1	LS		
4	Pavement Repair (6-Inch)	(SP-19)	29,350	SF		
5	Skin Patch	(SP-19)	81	SF		
6	Crack Seal	(SP-20)	1	LS		
7	Micro-Surfacing, Type II	(SP-21)	78,730	SY		
8	Rubberized Chip Seal	(SP-21)	20,318	SY		
9	Install Christy Box and Connect Private Drains	(SP-28)	2	EA		
10	Remove and Replace Concrete Curb & Gutter	(SP-17 & 25)	100	LF		
11	Remove and Replace Asphalt Driveway	(SP-17 & 19)	12	SF		
12	Adjust Utility Frame and Cover to Grade Remove Existing Pavement Markers and	(SP-17)	1	EA		
13	Thermoplastic Stripes and Legends	(SP-17)	1	LS		
14	Temporary Pavement Delineation	(SP-26)	1	LS		
15	Thermoplastic Legends and Markings	(SP-27)	1,294	SF		
16	Painted Legends and Markings	(SP-27)	119	SF		
17	4" Yellow Line	(SP-27)	530	LF		
18	Detail 1-Thermoplastic	(SP-27)	80	LF		
19	Detail 6-Thermoplastic	(SP-27)	2,535	LF		
20	Detail 21-Thermoplastic	(SP-27)	8,436	LF		
21	Detail 21-Paint	(SP-27)	723	LF		
22	Detail 22-Thermoplastic	(SP-27)	5,251	LF		
23	Detail 22-Paint	(SP-27)	96	LF		
24	Detail 27B-Thermoplastic	(SP-27)	29,567	LF		
25	Detail 27B-Paint	(SP-27)	142	LF		
26	Detail 27C-Thermoplastic	(SP-27)	550	LF		

ITEM	ITEM		ESTIMATED		UNIT	
NO.	DESCRIPTION		QUANTITY	UNIT	PRICE	TOTAL
27	Detail 38-Thermoplastic	(SP-27)	181	LF		
20	S . 11 40 TI	(60, 67)				
	Detail 40-Thermoplastic	(SP-27)	290	LF		
	Install 12" Thermoplastic Stripe (White or					
29	Yellow)	(SP-27)	7,606	LF		
30	Install 12" Paint Stripe (White or Yellow)	(SP-27)	1,143	LF		
31	Paint Curb	(SP-27)	3,654	LF		
	Install Two-Way Reflective Pavement Markers					
32	(Blue)	(SP-27)	30	EA		
		·				
	TOTAL BID					

Attention Bidders:

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

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

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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:

	NAME	<u>ADDRESS</u>	WORK TO BE PERFORMED
1.			
2.			
3.			
5.			
		000	
	der certifies that he is lice tractors as follows:	ensed in accordance w	ith an act providing for the registration of
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.

000

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

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

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

NONCOLLUSION DECLARATION

The undersigned	d doctoros:		
The undersigned	i deciares:		
I am the	of _ <i>Title</i>		, the party making the foregoing bid.
	TITIE	Firm	
company, assoc The bidder has sham bid. The k any bidder or an any manner, di anyone to fix th element of the true. The bidde thereof, or the corporation, par	iation, organization, not directly or indirectly or indirectly or yone else to put in rectly or indirectly e bid price of the bid price, or of that has not, directly or contents thereof, thership, company of effectuate a collustication.	or corporation. The cetly induced or so cetly or indirectly con a sham bid, or to gree dder or any other bide or indirectly, submit or divulged inforassociation, organi	If of, any undisclosed person, partnership, he bid is genuine and not collusive or sham. Dicited any other bidder to put in a false or lluded, conspired, connived, or agreed with refrain from bidding. The bidder has not in ment, communication, or conference with bidder, or to fix any overhead, profit, or cost ler. All statements contained in the bid are ted his or her bid price or any breakdown rmation or data relative thereto, to any zation, bid depository, or to any member or d has not paid, and will not pay, any person
venture, limited	d liability company	, limited liability	dder that is a corporation, partnership, joint partnership, or any other entity, hereby nd does execute, this declaration on behalf
I declare under	penalty of perjury	under the laws of	the State of California that the foregoing is
true and correct	and that this declar	ration is executed o	n, at
			Date
C	ity	State	
By:			
	Signature		
Name:			
	Printed or Typed		
Date:			
Title:			

PROPOSAL GUARANTEE

BID BOND

2018 SURFACE SEAL & STRIPING PROJECT PROJECT NO. 014-9715

KNOW ALL PERSONS BY THESE PRESENTS that $_$,	as BIDDER,
and, as SU	RETY, are held and firmly bound ι	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 sta	ted project,
for the payment of which sum, BIDDER and SURETY by these presents.	f agree to be bound, jointly and seve	erally, firmly
THE CONDITIONS OF THIS OBLIGATION ARE SUCH t	hat, whereas BIDDER is about to sub	mit a bid to
Owner for the above stated project, if said bid is re	•	
is awarded and entered into by BIDDER in the man	ner and time specified, then this obl	igation shall
be null and void, otherwise it shall remain in full for	rce and effect in favor of Owner.	
IN WITNESS WHEREOF the parties hereto have se	t their names titles hands and sea	ole thic
day of , 2018.	t their maines, titles, namus, and sea	IIS UIIS
BIDDER		
·		
SURETY		
Subscribed and sworn to this day of	2018	
Subscribed and sworm to this day or	_, 2010.	
NOTARY PUBLIC		

PROPOSAL SIGNATURE SHEET

The completed proposal submitted herewith includes all sheets numbered "P-1 through P-9" 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

egal Name of Firm:	
Business Address:	
elephone Number: ()	
ype of Organization: () Individual () Partnership () Corporation	
oint Venture Proposal?: () Yes () No	
Authorized Signature:	
Name:	
Position:	
Date of Execution:	
for a partnership, name all co-partners below. for a corporation, name president, secretary, treasurer and manager.	
NAME TITLE	
Corporate Seal:	

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

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

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

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

Name of Contractor:	
DIR Registration Number:	
DIN NEGISCIACION NUMBER.	

Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- 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	, 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 **2018 Surface Seal & Striping Project, Project No. 014-9715**, ("Project") including, but not limited to: mobilization; traffic control and construction signage; clearing and grubbing including tree trimming; traffic striping, marking and marker removal; removal and replacement of concrete curb and gutter; construction of asphalt concrete pavement repairs; crack seal; rubberized chip seal; micro-surfacing; traffic stripes, markers, and markings; and all other work as shown on the plans and as described in the Specifications to provide a complete project.
- 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. Effective March 1, 2015, pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public works must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification contained in the Bid Proposal prior to contract execution.
- 11. <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. Notices. All notices and communications shall be sent to the parties at the following addresses:

CITY: City Engineer
City of Lafayette

3675 Mount Diablo Boulevard, Suite 210

Lafayette, California 94549

	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, betwee pertaining to the party to this con orally or otherw not 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 expre	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 a	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 2018.
Cont	ractor:	<type business="" here="" name=""></type>
		Name:
		Title:
Cont	ractor's License N)
		Agency Business License No
		Federal Tax Identification No
Subs	cribed and sworn	to this day of 2018.
Nota	ry Public	

Agency:	
	Steven B. Falk, City Manager of the City of Lafayette
Attested:	
	Joanne Robbins, 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 aw	varded to, as
Contractor, a contract for the work described as fo Project, Project No. 014-9715 , including, but not lim signage; clearing and grubbing including tree trimr removal and replacement of concrete curb and gutte crack seal; rubberized chip seal; micro-surfacing; traff as shown on the plans and as described in the Specific AND WHEREAS, said Contractor is required to furnish	llows: Construction of 2018 Surface Seal & Striping ited to: mobilization; traffic control and construction ming; traffic striping, marking and marker removal; r; construction of asphalt concrete pavement repairs; fic stripes, markers, and markings; and all other work ations to provide a complete project.
payment of claims of laborers, mechanics, materials p	
NOW, THEREFORE, we, the undersigned Contractor ar sum ofDollars (\$_ made we bind ourselves, our heirs, executors and severally, firmly by these presents.), for which payment well and truly to be
THE CONDITION OF THIS OBLIGATION IS SUCH:	
That if said Contractor, its heirs, executors, administration fail to pay any of the persons named in Civil Code Seconsurance Code with respect to work or labor perform be deducted, withheld, and paid over to the Employemployees of the Contractor and its subcontractors. Insurance Code, with respect to such work and labor, in any amount not exceeding the sum specified in this In case suit is brought upon this bond, the said surety an amount to be fixed by the court.	ction 3282, or amounts due under the Unemployment ned by any such claimant, or any amounts required to yment Development Department from the wages of s pursuant to Section 13020 of the Unemployment that the surety or sureties herein will pay for the same is bond, otherwise the above obligation shall be void.
This bond shall insure to the benefit of any of the peright of action to such persons or their assigns in any s	
IN WITNESS WHEREOF, we have hereunto set our hazons.	ands and seals on this day of,
CONTRACTOR:	SURETY
Print Name:	NAME
Title:	ADDRESS
	TELEPHONE

PERFORMANCE BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:	
contract for the work described as follows: Constr No. 014-9715 , including, but not limited to: mobili and grubbing including tree trimming; traffic sometimes replacement of concrete curb and gutter; constru	awarded to, as Contractor, a uction of 2018 Surface Seal & Striping Project , Project zation; traffic control and construction signage; clearing striping, marking and marker removal; removal and ction of asphalt concrete pavement repairs; crack seal; , markers, and markings; and all other work as shown on rovide a complete project.
AS WHEREAS, the Contractor is required to furnish a faithful performance thereof;	a bond in connection with said contract guaranteeing the
sum ofDollars (\$_	and surety, are held firmly bound unto the Owner in the), to be paid to the Owner, its successors be made we bind ourselves, our heirs, executors and everally, firmly by these presents.
THE CONDITION OF THIS OBLIGATION IS SUCH:	
and abide by and well and truly keep and performed foregoing contract and any alteration thereof mad performed at the time and in the manner therein s and meaning, and shall indemnify and save har stipulated, then this obligation shall become and beforce and effect. In case suit is brought upon this beto the Owner in an amount to be fixed by the coagrees that no amendment, change, extension of feature or item or items of performance required obligations on or under this bond; and said sure change, extension of time, alteration, or addition performance required therein or thereunder, shall bond; and said surety does hereby waive notice alteration, or addition to said contract, and of any for thereunder.	strators, successors, or assigns, shall in all things stand to orm the covenants, conditions, and agreements in the e as therein provided on its or their part to be kept and pecified and in all respects according to their true intent mless the Owner, its officers, and agents, as therein or null and void; otherwise it shall be and remain in full bond, the said surety will pay a reasonable attorney's fee ourt. Surety, for value received, hereby stipulates and time, alteration, or addition to said contract, and of any did therein or thereunder, shall in any manner affect its ty does hereby waive notice of any such amendment, to said contract, and of any feature or item or items of any such amendment, change extension of time, feature or item or items of performance required therein
IN WITNESS WHEREOF, we have hereunto set our 2018.	hands and seals on this day of,
CONTRACTOR:	SURETY
Print Name:	NAME
Title:	ADDRESS
	TELEPHONE

SPECIAL PROVISIONS SECTION SP-1

GENERAL

(NO BID ITEM)

SP 1-01 REFERENCE SPECIFICATIONS

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, 2015, herein referred to as the "State Specifications" or "State Standard Specifications."
- The State of California Department of Transportation (Caltrans) Standard Plans, 2015 with revisions, 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.

SP 1-01 TERMS AND DEFINITIONS

Where applicable in context, the term "City" or "Owner" in these Special Provisions may be interpreted to City of Lafayette.

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 includes, but not limited to: mobilization; traffic control and construction signage; clearing and grubbing including tree trimming; traffic striping, marking and marker removal; removal and replacement of concrete curb and gutter; construction of asphalt concrete pavement repairs; crack seal; rubberized chip seal; microsurfacing; traffic stripes, markers, and markings; and all other work as shown on the plans and as described in the Specifications to provide a complete project.

SP4-02 AS-BUILT PLANS

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

SP4-03 PAYMENT

No separate payment will be made for preparing and submitting "As-Built Drawings." Full compensation for preparing and submitting "As-Built Drawings" shall be considered as included in the prices paid for various contract items of work, and no additional compensation shall be allowed therefor.

SPECIAL PROVISIONS SECTION SP-5

CONTROL OF WORK AND MATERIALS (NO BID ITEM)

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

SP5-01 CONSTRUCTION SURVEY STAKING

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

SP5-02 MATERIAL SAMPLING AND TESTING

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

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

If a test shows that the work in question fails to meet the project specifications, retests shall be taken after the Contractor takes corrective measures. Retests shall be performed until a passing test is obtained. All costs that the City incurs for retesting shall be deducted from the payment due the Contractor.

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

SP5-03 SUBMITTALS

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

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

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

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

- Chip seal, slurry seal and micro-surfacing mix designs and certification of compliance
- Rubberized chip seal, slurry seal and micro-surfacing aggregate

- Slurry seal and micro-surfacing asphalt emulsion
- Rubberized chip seal asphalt binder
- Equipment calibration documentation for chip, slurry and micro-surfacing equipment
- Asphalt concrete mix design
- Portland cement concrete mix design
- Aggregate base for concrete construction
- Crack sealant material
- Traffic paint and glass beads
- Thermoplastic striping material
- Paint striping material
- Curb painting paint material
- Pavement markers
- Water pollution control plan
- Waste management plan
- Traffic control plan and certification of qualified personnel
- Project schedule

SP5-04 ORDER OF WORK

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

- 1) Notify Underground Service Alert (USA) to have utilities marked
- 2) Install construction area signs and project information signs
- 3) Install water pollution control measures
- 4) Install tree protection
- 5) Submit waste management plan prior to commencing any demolition work
- 6) Clearing, grubbing, tree trimming
- 7) Perform concrete and pavement repairs
- 8) Remove existing pavement markers, markings, and striping
- 9) Perform crack sealing
- 10) Install chip seal

- 11) Install slurry seal or micro-surfacing
- 12) Place permanent striping, markers and legends
- 13) Complete all other construction work and punch list items, including clean-up
- 14) Remove tree protection, construction area signs and project information signs
- 15) Submit completed waste assessment summary report form

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

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

SP5-05 SUPERVISION

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

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

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

When supervision is not provided as required, the Engineer has the discretion to allow work to proceed in the interest of progress of work. In that case the City may assess the Contractor for the lack of such supervision. The assessment shall be based on the current City of Lafayette hourly billing rate for engineering staff of \$165 per hour, plus a twenty (20) percent administrative markup multiplied the number of hours such superintendence has not been provided. The assessment shall be deducted from any amounts due to the Contractor.

SP5-06 PAYMENT

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

will be allowed therefor.

SPECIAL PROVISIONS SECTION SP-6

LEGAL RELATIONS AND RESPONSIBILITIES

(NO BID ITEM)

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

SP6-01 PUBLIC NOTIFICATIONS

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

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

SP6-02 COORDINATION WITH WASTE/RECYCLING OPERATIONS

The Contractor shall not impair or impede waste hauler and recycling operations scheduled to be conducted within the project area. It is the Contractor's responsibility to determine which waste 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.

Strictly for the Contractor's convenience and not as a requirement of the Contract, the Engineer may provide a schedule of waste and recycling pick-up days at the pre-construction meeting. The Contractor shall bear the responsibility to confirm this schedule with the waste and recycling companies prior to commencing his operations.

SP6-03 INSURANCE AND INDEMNITY

Contractor's attention is directed to Section 6-33 and 6-35 of the General Provisions of the Standard Specifications. The insurance protection and indemnification requirements therein shall extend to the City of Lafayette, including their officers, elected officials, agents, and employees. The required insurance policies shall name the City of Lafayette as additional insureds.

SP6-04 PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

The City of Lafayette will obtain the required encroachment permits for work in or adjacent to the State Right of Way on El Nido Ranch Road. The Contractor shall comply with all conditions imposed by the California Department of Transportation.

SP6-05 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-7

EXISTING UTILITIES

(NO BID ITEM)

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

SP7-01 UTILITY CONTACTS

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

A. Central Contra Costa Sanitary District	925.228.9500
B. East Bay Municipal Utility District	510.287.0834
	866.403.2683
C. AT&T	415.542.9000
D. Pacific Gas and Electric	
Emergency	800.743.5000

Gas	510.784.3211
Electric	510.784.3236
E. Consolidated Fire Protection District	925.930.5531
F. Comcast Cable	925.349.3300
G. Sprint	650.513.2545

SP7-02 PAYMENT

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

SPECIAL PROVISIONS SECTION SP-8

PROGRESS OF WORK

(NO BID ITEM)

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

SP8-01 PRE-CONSTRUCTION MEETING

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

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

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

SP8-02 PROGRESS SCHEDULE

The Contractor shall submit the construction progress schedule to the Engineer at the preconstruction meeting and updated schedules every two (2) weeks and as requested by the Engineer as the work progresses as stated in Section 8-2, "Progress Schedule," of the General Provisions of the Standard Specifications.

Attention is directed to Section SP5-04, "Order of Work," of these Special Provisions. Each schedule shall specifically note the timeframe and work to be performed by all subcontractors. Subcontractors shall receive all updated schedules so they can plan an appropriate work force to meet the prime Contractor's timeframe.

SP8-03 WORKING HOURS

Without prior written approval by the Engineer, and except for emergency work, work or activity of any kind shall be limited to the hours from 8:00 a.m. to 5:00 p.m. Monday through Friday. The Contractor's attention is directed to Section SP14-03, "Lane Closure Hours," and Section SP14-04, "Road Closure Hours" of these Special Provisions.

SP8-04 TIME OF COMPLETION AND LIQUIDATED DAMAGES

Contractor's attention is directed to SP-3 regarding the timing of award of Contract and commencement of work. The Contractor shall complete the entire work in this contract within forty five (45) working days from the original start date including completion of all "Punch List" work. The Contractor's attention is directed to Section 8-10, "Liquidated Damages," of the General Provisions of the Standard Specifications.

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

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

SP8-05 PAYMENT

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

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

SPECIAL PROVISIONS SECTION SP-13

MOBILIZATION

(BID ITEM NOS. 1)

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

SP13-01 STAGING AREA

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

Within Lafayette, one City-owned off-street site is available for the staging of equipment and materials. This site is located on the south side of Mount Diablo Boulevard adjacent to the intersection of Mount Diablo Boulevard and El Nido Ranch Road.

All materials brought onto the staging sites shall be completely removed within 48 hours of completion of the work that requires staging on these sites. Failure to vacate within five calendar days of the substantial completion of work will result in rent of \$1,000 per day per site being deducted from monies owed to the Contractor. The entire contract retention amount shall be withheld for the purpose of deducting rent until Contractor vacates the staging sites and restores them to preexisting condition or better. As directed by the Engineer, the Contractor shall install temporary six-foot-tall chain link fence along the property lines as shown in the drawing in <u>Appendix C</u> of these specifications, or as delineated by the Engineer in the field. The Contractor shall be responsible for the protection of the sites and the removal of any materials placed on the sites while they are under his control. The sites may not be used until the Contractor is ready to actively execute work contained in the Contract. At no time shall any maintenance or refueling of equipment or vehicles be performed on said sites.

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

Other than the sites referenced above, any of the Contractor's proposed staging sites shall be approved by the Engineer, and the Contractor shall submit proof of an agreement for use of said staging area with private property owner(s) prior to mobilization. Upon approval, Contractor shall obtain a temporary land use permit from the City of Lafayette Planning Division

for use of staging in Lafayette. The City does not guarantee the granting of said permit as part of this contract. Contractor shall bear all costs to secure said permit.

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

SP13-04 MEASUREMENT AND PAYMENT

The lump-sum Contract Price paid for "Mobilization" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals, and for all the work involved in mobilization of forces, equipment, and materials; and conformance to all general conditions and provisions of Contract Documents and as directed by the Engineer, and no additional compensation will be allowed therefor, unless separately and specifically provided elsewhere in the Contract.

SPECIAL PROVISIONS SECTION SP-14

TRAFFIC CONTROL

(BID ITEM NO. 2)

SP14-01 GENERAL

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

SP14-02 DRIVEWAY CLOSURES

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

SP14-03 LANE CLOSURE HOURS

Lane closures will be allowed between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday. Emergency vehicles shall be provided with immediate access through the construction area at all times. If work is not in progress during allowed lane closure hours and a traffic lane is closed, the Engineer may order the lane opened to public traffic.

SP14-04 ROAD CLOSURE HOURS

Road closures shall only be permitted during the chip seal, slurry seal or micro-surfacing phase of work, except that no road closures are allowed on Glenside Drive, Happy Valley Road, Upper Happy Valley Road and Los Arabis Drive.

Road closures hours shall be as follows:

- June 8, 2018, through August 17, 2018, road closure hours shall be 8:30 a.m. to 4:30 p.m. Monday through Friday, excluding holidays.
- Prior to June 8 and after August 17, 2018, road closure hours shall be 9:00 to 2:30 p.m. Monday through Friday, excluding holidays.

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

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

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

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

SP14-05 PUBLIC PARKING

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

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

SP14-06 FAILURE TO COMPLY

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.

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

SP14-07 PROJECT INFORMATION SIGNS

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

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

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

For the Glenside Drive, Los Arabis Drive, and Upper Happy Valley Road locations, notification shall be performed using electronic changeable message signs. Exact sign messages shall be approved by the Engineer. All other provisions regarding notification signs herein shall apply.

SP14-08 CONSTRUCTION AREA SIGNS

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

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

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

SP14-09 MEASUREMENT AND PAYMENT

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

SPECIAL PROVISIONS SECTION SP-15

DUST CONTROL

(NO BID ITEM)

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

SP15-01 GENERAL

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

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

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

SP15-02 PAYMENT

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

SPECIAL PROVISIONS SECTION SP-16

CLEARING AND GRUBBING, TREE TRIMMING AND TREE PROTECTION

(BID ITEM NO. 3)

SP16-01 GENERAL

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

SP16-02 MEASUREMENT AND PAYMENT

The lump-sum Contract Price paid for "Clearing & Grubbing, Tree Trimming, and Tree Protection" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals, and for doing all the work involved in clearing and grubbing and tree trimming, and tree protection including, but not limited to, the removal and disposal of all existing trash, debris, rocks, shrubs and vegetation; trimming of shrubs, trees, and other vegetation; tree protection, and all other work as shown on the Plans, as specified in the Standard Specifications and these Special Provisions and as directed by the Engineer and no additional compensation shall be allowed therefor.

SPECIAL PROVISIONS SECTION SP-17

EXISTING HIGHWAY FACILITIES

(BID ITEM NOS. 10-13)

SP17-01 GENERAL

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

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

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

SP17-02 STREET SWEEPING

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

SP17-03 REMOVALS

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

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

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

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

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

Pavement markers, stripes, or legends which are removed shall be replaced with temporary markers, stripes, and legends prior to opening the roadway to vehicular or pedestrian traffic. Pavement delineation removal shall conform to the provisions of Section 15-4, "Removal of Existing and Temporary Stripes and Pavement Markings," of the Technical Provisions of the Standard Specifications. Removal by sandblasting shall not be allowed. Attention also is directed to Section SP-26, "Temporary Pavement Delineation," of these Special Provisions.

SP17-05 ADJUST UTILITY FRAME AND COVER TO GRADE

Work involves gas or similar utility valve frame and cover. Utility frame and covers identified on the project plans for adjustment to grade shall be raised to finish grade prior to the placement of the slurry seal.

SP17-04 MEASUREMENT AND PAYMENT

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

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

The contract unit prices paid per each for "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, 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.

Compensation for the removal of asphalt driveway, concrete curb and gutter shall be as included in the Contract Price paid for other items as specified elsewhere in these Special Provisions.

SPECIAL PROVISIONS SECTION SP-18

AGGREGATE BASE

(NO BID ITEM)

SP18-01 GENERAL

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

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

SP18-02 MEASUREMENT AND PAYMENT

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

SPECIAL PROVISIONS SECTION SP-19

ASPHALT PAVEMENT

(BID ITEM NO. 4,5, and 11)

SP19-01 GENERAL

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

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

Asphalt Concrete shall be placed in accordance with section 9-5 "Placement" of Technical Provisions of the Standard Specification. Type I, $\frac{1}{2}$ " maximum sized aggregate (MSA) asphalt mix shall be used for all pavement repairs and skin patches.

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

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

Prior to placing "Skin Patch", the area shall be swept clean of loose materials and shall be crack sealed in accordance with Section SP-20, "Crack Sealing" of these Special Provisions.

The Engineer will delineate driveway removal and replacement limits prior to the start of work. The existing bituminous surfacing shall be removed by sawcutting and excavating to remove the existing surfacing and existing base material to install a minimum section of 3-inches asphalt. Paint binder (tack coat) conforming to Standard Specification Technical Provision Section 9-11 shall be required.

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.

SP19-02 MEASUREMENT AND PAYMENT

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

The contract unit prices paid per square foot for "Remove and Replace Asphalt Driveway" 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.

SPECIAL PROVISIONS SECTION SP-20

CRACK SEALING

(BID ITEM NO. 6)

SP20-01 GENERAL

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

SP20-02 MATERIALS

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

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

The asphalt-rubber shall be heated to a minimum temperature of 325°F, but not greater than 390°F, or as specified by the manufacturer and as approved by the Engineer. The material shall be held in the mixing tank at application temperature until very little separation of the rubber and asphalt occurs when a bead of sealant material is placed on the pavement. Sealant material may be added to the mix as long as the minimum temperature of 325°F is maintained. Asphalt rubber binder shall be applied when atmospheric temperature is between 60°F and 105°F, and pavement surface temperature is between 75°F and 140°F.

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

In areas to receive a chip seal treatment, in lieu of materials specified in the Standard Specifications, Contractor shall use a non-rubberized crack sealant, such as Crafco Superflex HT Polymer Modified, or approved equal. Said sealant shall conform to the following requirements:

Test	Test Method	Specification
Softening Point	ASTM D36	210°F minimum
Cone Penetration @ 77°F	ASTM 5329	45 maximum
Flow @ 140°F	ASTM D5329	0 mm

Cracks greater than 1 inch in width shall be repaired with fine hot-mix asphalt Type B, No. 4 filler, conforming to State Specifications. Contractor shall submit a mix design for this material for approval prior to use.

SP20-03 MEASUREMENT AND PAYMENT

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

SPECIAL PROVISIONS SECTION SP-21

SEAL COATS

(BID ITEM NOS. 7 and 8)

SP21-01 GENERAL

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

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

SP21-02 NOT USED

SP21-03 MICRO-SURFACING

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

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

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

Mix Design

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

SP21-04 RUBBERIZED CHIP SEAL

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

SP21-05 MEASUREMENT AND PAYMENT

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

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

SPECIAL PROVISIONS SECTION SP-22-24 (NOT USED)

SPECIAL PROVISIONS SECTION SP-25

CONCRETE CONSTRUCTION

(BID ITEM NO. 10)

SP25-01 GENERAL

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.

Attention is directed to Section SP17-03, "Removals" of concrete facilities.

All new curb and gutter shall conform to the latest applicable Contra Costa County Public Works Department "Standard Plans" unless otherwise shown or specified on the plans, these Special Provisions, and <u>Appendix G</u>. This work shall include placing new aggregate base under new concrete improvements. All new concrete work to be placed on aggregate base shall be founded on a minimum six (6)-inch thick layer of Class 2 aggregate base, compacted to 95% relative compaction.

Aggregate base shall be Class 2 aggregate base conforming to Section SP-18, "Aggregate Base", of these Special Provisions.

SP25-02 CONCRETE REQUIREMENTS

All concrete shall receive a light broom finish.

Backfill any void or space between new concrete facilities and adjacent surrounding ground with like materials. 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 2 inch layer of mulch shall be placed over the topsoil.

Concrete work shall not be backfilled within seventy-two (72) hours of pouring.

SP25-03 MINOR CONCRETE

Curb and gutter shall match the shape of the adjacent curb and gutter.

Dowels, #4x12" long shall be installed at the junction between new and existing facilities. The dowels shall be in drilled holes, grouted and spaced in conformance with the details shown on CCC Standard Plan CA74i. All dowels shall have a minimum 1 ½" concrete cover. Full compensation for "Doweling" shall be considered as included in the various concrete items of work and no additional compensation will be allowed therefor.

The Contractors attention is directed to the existence of private irrigation facilities located behind the existing curb and gutter. In some cases the irrigation systems may run directly behind the existing curb and gutter and may become damaged during the removal and or installation of new concrete improvements. When irrigation systems are damaged the Contractor shall repair these systems the same day they are damaged. The Contractor shall test the system after the repair is completed to ensure the system is fully functional. This work shall be considered as included in the bid item price for the various concrete items.

SP25-04 CONFORM PAVING

The space in the paved roadway excavated for forming of new concrete improvements shall be sawcut as directed by the Engineer and excavated to a minimum depth of 6-inches. Upon completion of the adjoining concrete improvements the excavation shall be backfilled with asphalt concrete and paid as a pavement repair, which shall conform to material, workmanship, and quality requirements specified for Asphalt Pavement in Section SP-19 of these Special Provisions.

SP25-05 MEASUREMENT AND PAYMENT

The contract price paid per linear foot for "Remove and Replace Concrete Curb and Gutter" 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 and removing existing curb, gutter, and asphalt paving; excavation; loading; hauling; disposal;

furnishing and constructing new concrete, including aggregate base subgrade, forming, reinforcement doweling, backfill; and all other work necessary to construct the facility complete, in place as shown on the plans as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefor.

SPECIAL PROVISIONS SECTION SP-26

TEMPORARY PAVEMENT DELINEATION

(BID ITEM NO. 14)

SP26-01 GENERAL

Work shall conform to Section 6-12.7 "Temporary Traffic Striping and Pavement Markings," of the General Provisions of the Standard Specifications and Section 15-4 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 re-aligned 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.

SP26-02 MEASUREMENT AND PAYMENT

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

SPECIAL PROVISIONS SECTION SP-27

PAVEMENT STRIPING, MARKERS AND DELINEATION

(BID ITEM NOS. 14-32)

SP27-01 GENERAL

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

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

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

SP27-02 THERMOPLASTIC AND PAINT TRAFFIC STRIPES AND PAVEMENT LEGENDS AND MARKINGS

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

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

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

For refreshment striping, Contractor shall remove and replace missing or broken reflective and non-reflective buttons and remove any detail that does not match the detail shown on the project plans. For refreshment marking and legends, Contractor shall grind and remove old or obsolete marking when the new stencil style differs significantly from the current stencil marking.

SP27-03 MEASUREMENT AND PAYMENT

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

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

The Contract Prices paid per linear foot for various stripes, striping details and curb painting, 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-28

CHRISTY BOX

(BID ITEM NO. 9)

SP28-01 GENERAL

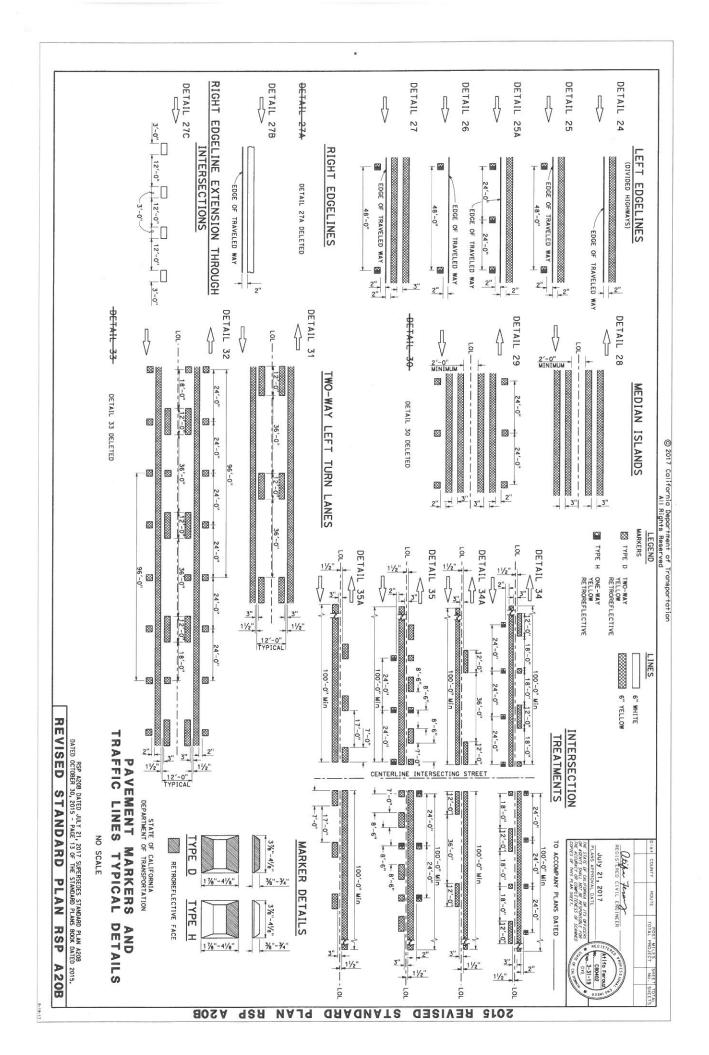
Existing private drain pipes shall be extended into the new box, cut flush with the wall of the box, and grouted in place. Existing drain pipes may need to be uncovered and realigned to allow for connection to new Christy box. The box should have a 6 inch thick concrete bottom poured to create a clean smooth flow line. The top of the box shall be constructed flush with the surrounding driveways and/or top of curb as shown on the project plans.

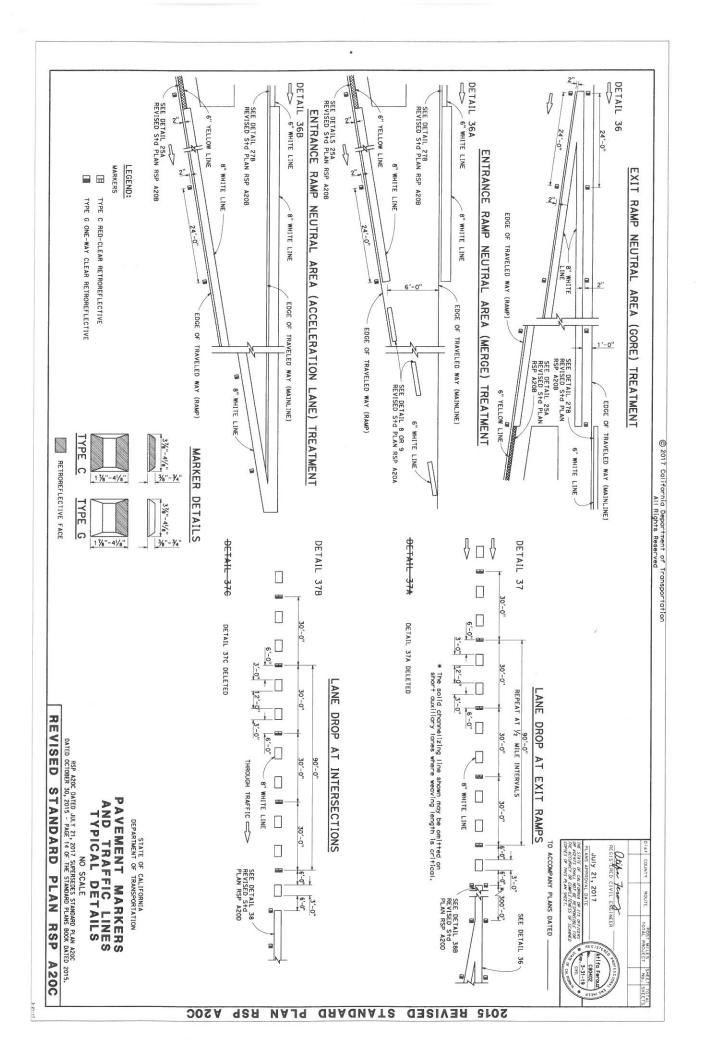
SP28-02 MEASUREMENT AND PAYMENT

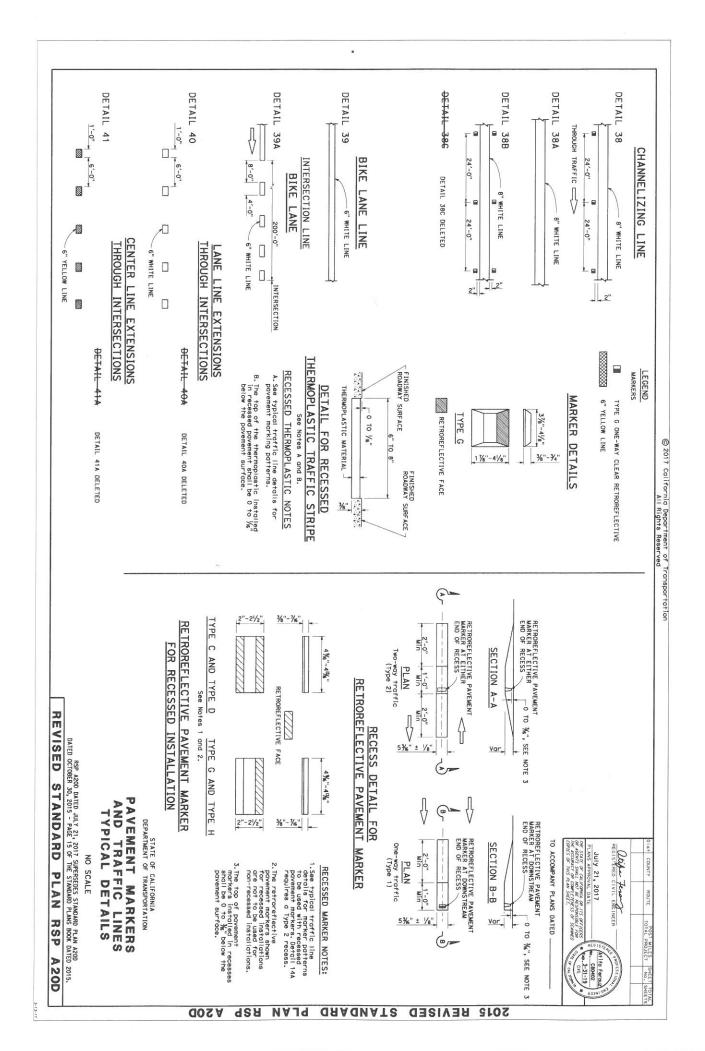
The contract unit price paid per each for "Install Christy box and Connect Private Drains" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals for doing all the work involved in modifying the private storm drain systems as shown on the plans, as specified in these Specifications, and as directed by the Engineer, and no additional compensation shall be allowed therefore.

APPENDIX A

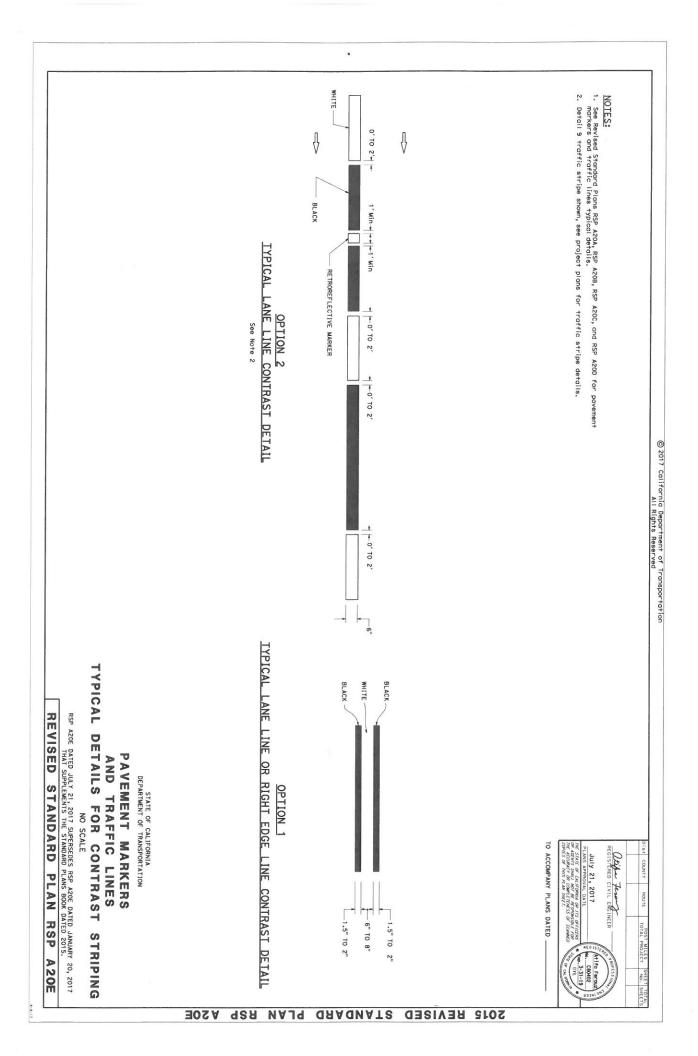
STANDARD PLANS

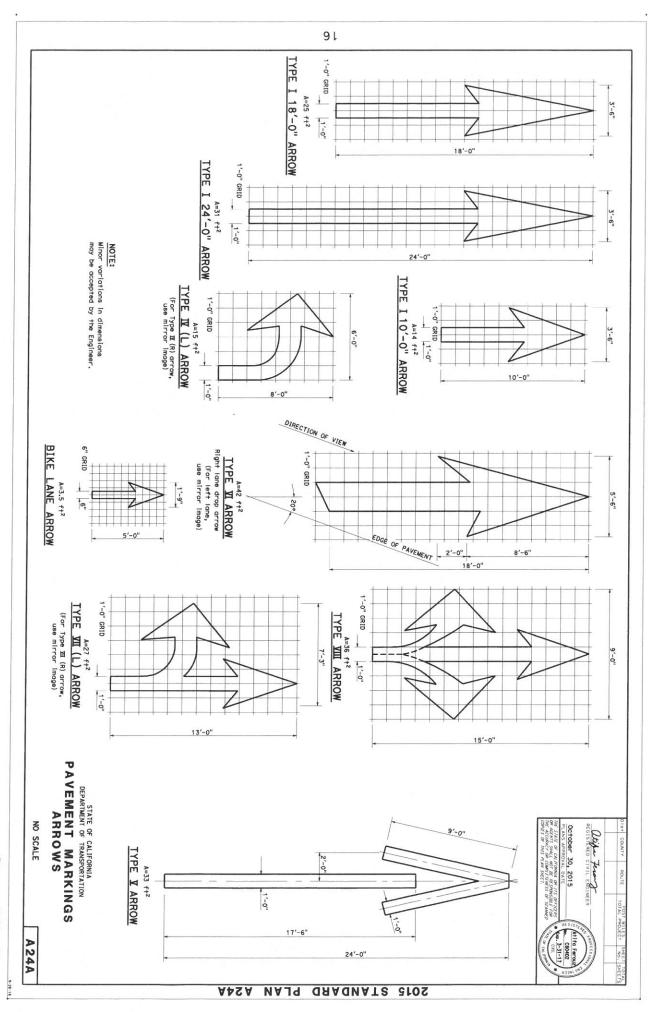




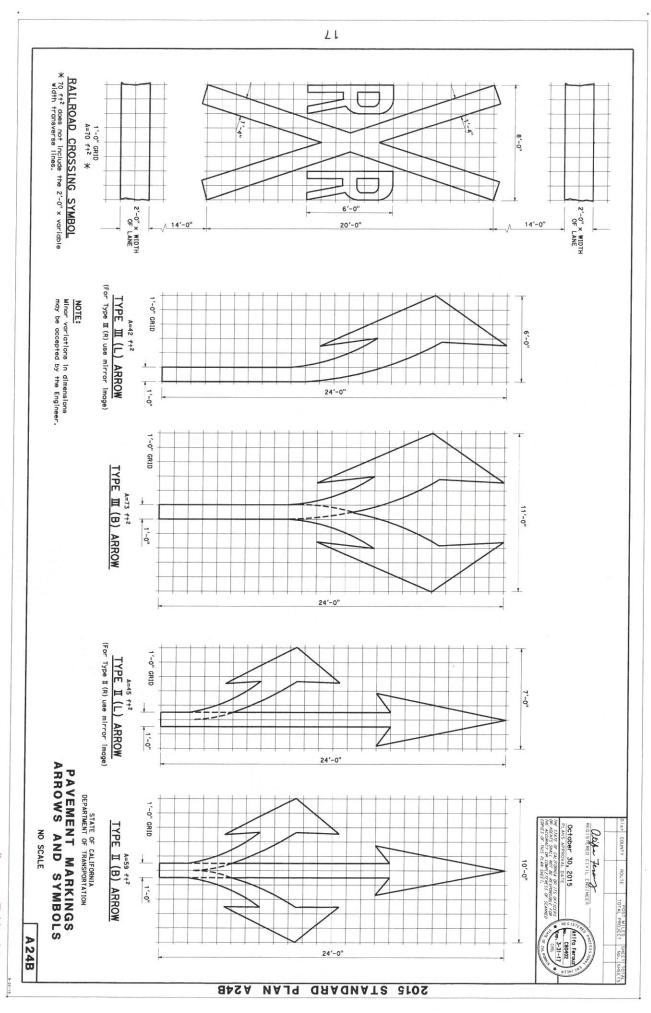


2015 Caltrans Standard Plan With Revisions



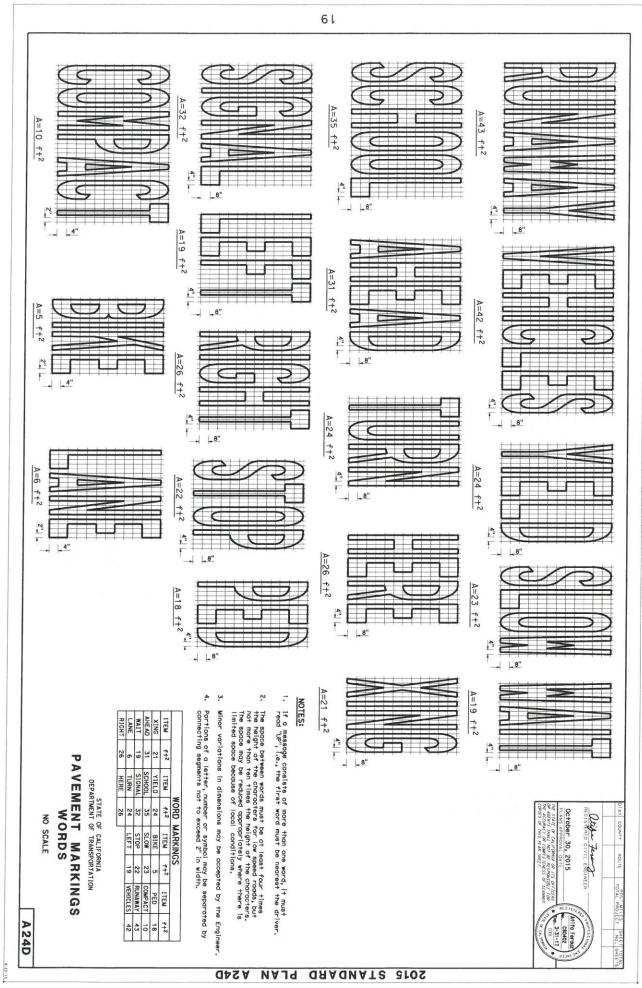


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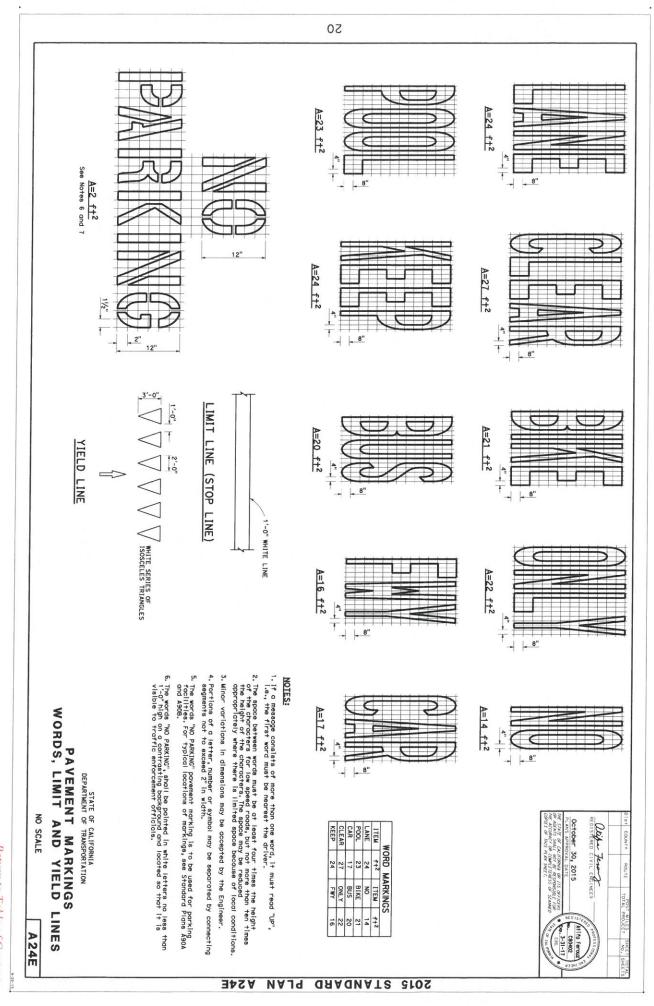
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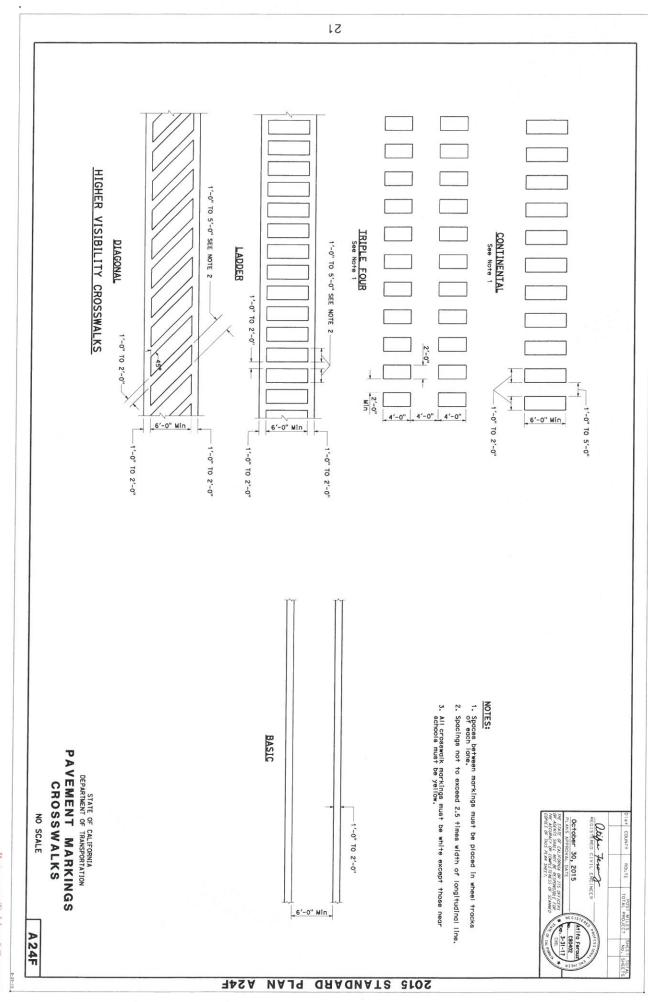


2015 Caltrans Standard Plan With Revisions

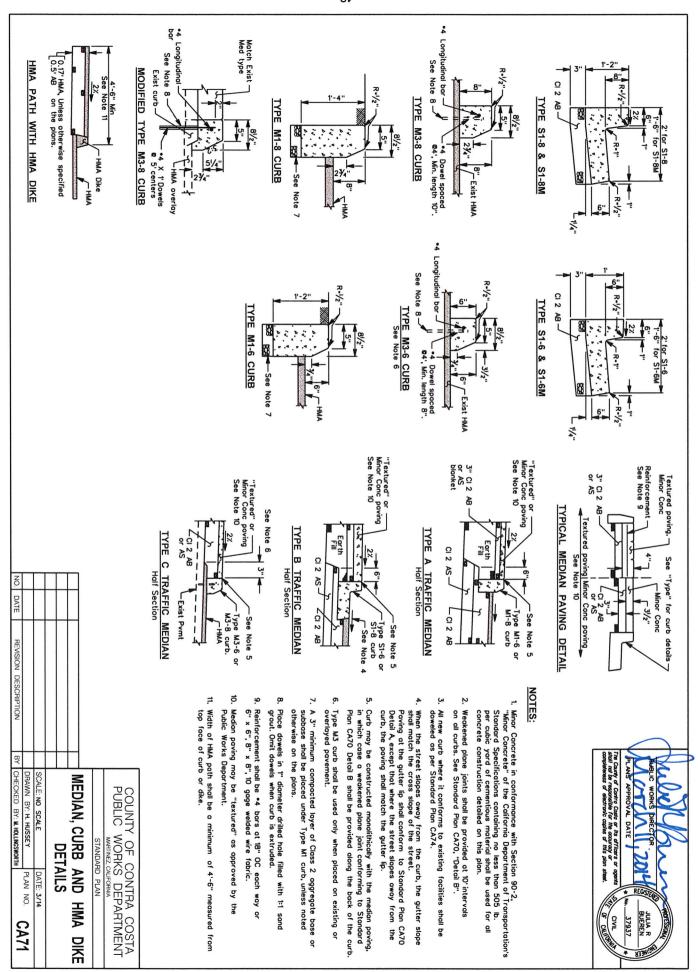
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2015 Caltrans Standard Plan With Revisions



APPENDIX B

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 www.greenhalosystems.com. 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:

- 1. Submit a non-refundable administrative fee, payable to the City of Lafayette. See "Planning Fees" 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 <u>certified C&D facilities</u> 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 C

STAGING AREA LOCATION AND LIMITS



APPENDIX D

PROJECT PLANS AND DETAILS

To obtain a Dropbox link to the contents of this appendix, please email tkain@lovelafayette.org
with your company's contact information so your company can be added to the Planholder's List

APPENDIX E

QUANTITY SUMMARIES

BASE BID LOCATION	DESCRIPTION	PAVEMEN		CRACK SEAL	MICRO-SURFACING, TYPE II (SLURRY SEAL)	RUBERIZED CHIP SEAL	CONNECT PRIVATE DRAINS		9 REMOVE AND REPLACE ASPHALT DRIVEWAY	M ADJUST UTILITY FRAME AND COVER TO GRADE	REMOVE PAVEMENT MARKERS AND THERMOPLESTIC STRIPING AND LEGENDS THERMOPLESTIC	F "STOP" LEGEND	THERMOPLASTIC	TYPE IV ARROW THERMOPLASTIC	M NON-STANDARD ARROW THERMOPLASTIC	"KEEP CLEAR" LEGEND THERMOPLASTIC	"SLOW SCHOOL XING" LEGEND THERMOPLASTIC	"STOP AHEAD" LEGEND PAINT	ក្នុ DETAIL 1 THERMOPLASTIC	규 DETAIL 1 PAINT	10	ASTIC	THERMOPLASTIC NATION OF THE PROPERTY OF THE PROPERTY OF THE PAINT OF T	THERMOPLASTIC SS		T DETAIL 27B THERMOPLASTIC	뉴 DETAIL 27B PAINT	П DETAIL 27С THERMOPLASTIC	Thermoplastic	규 DETAIL 39 THERMOPLASTIC	THERMOPLASTIC	대 12"STRIPE (WHITE) PAINT	12" STRIPE (YELLOW) THERMOPLASTIC T 12" STRIPE (YELLOW) PAINT	CURB PAINT CURB PAINT INSTALL "BLUE" TWO WAY	PAVEMENT MARKERS
1	CAMINO VALLECITO N. PEARDALE TO END OF PUBLIC ROAD	3,820	-	Υ	4,870) -	-	-	-	-	Υ -	-	-	-		-		-	,	-	-	-		-		-	-	-	-	-	-	-			4
2	CANYON ROAD (EAST FORK) ESTATES DR TO END OF PUBLIC ROAD	1,050	-	Y	2,710		-	-	-	-	N -	-		-		-	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-			-
3	COLORADOS COURT CAMINO COLRADOS TO END	730	-	Y	770) -		21	12	-	N -	-	-				-	-			-	-		-		_	-		_	-		-		-	_
4	EL NIDO RANCH ROAD U. HAPPY VALLEY RD TO MT DIABLO BLVD	2,220	-	Y	9,460	1,118	-	8	-	-	Y 1	-	-			-	-	-			-	-		2,363	-	1,946	-	59	_	_	230	-	1,077 -	-	1
5	ETHAN COURT MURRAY LN TO END	20	_	Y	690	690	_	_	_	_	N -			_		_	_	_			_	_		_	_	_	_		_			_			_
6	GLENSIDE DRIVE LAS TRAMPAS RD (SOUTH) TO LOS PALOS	4,300	_	Y	6.380			_	_	_	Y 4				4 .		_	_			_		2,304 -	_	_	4,672	_	_	181		268				1
	HAPPY VALLEY ROAD WHITE PINE LN TO CITY LIMIT	230		· Y	1,660						Y -												682 -			1,324					268				
8	LAS TRAMPAS ROAD			· ·				-	-		v -							_			-		002	48							1,500				
	RELIEZ STATION RD TO END OF PUBLIC ROAD LOS ARABIS DR	1,240	-		5,060		-	-	-	-	·	-	_	-		-	-	-		-	-	-		-70		20	-	-	-	-			-		3
9	U HAPPY VALLEY DR TO ESTATES DRIVE MARIPOSA ROAD	3,840	-	Y	6,840		-	-	-	-	Y 1	-	-		<u> </u>	-	-	-	-	-	-	-		2,290	-	4,671	-	-	-	-	85	-		+	2
10	MT. VIEW DR TO MT. VIEW DR NORTH/SOUTH PEARDALE DRIVE	780	-	Y	3,130		-	-	-	-	Y 1	_	-	-	÷	-	-	-	-	-	-	-	48 -	-	-	-	-	-	-	-	85	-		+	
11	U. HAPPY VALLEY RD TO U. HAPPY VALLEY ROAD NATASHA DRIVE	5,730	-	Y	11,190	-		71	-	-	Y 2	-	-	-	÷	-	-	-		-	-	-		96	-	-	-	-	-	-	165	-			2
12	RAHARA DR TO END OF PUBLIC ROAD	30	36	Y	1,050	-	-	-	-	1	N -	-	-	-	<u> </u>	-	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-			-
13	PINE LANE EL NIDO RANCH ROAD TO END	2,250	-	Y	4,500	-	-	-	-	-	Y 1	-	-	-	+	-	-	-		-	-	-		48	-	-	-	-	-	-	18				1
14	RAHARA DRIVE LOS ARABIS DRIVE TO U. HAPPY VALLEY ROAD	1,990	-	Υ	4,480	4,480	-	-	-	-	Y 2	-	-	-	_	-	-	-		-	-	-		96	-	97	-	-	-	-	52	-			3
15	UPPER HAPPY VALLEY ROAD EL NIDO RANCH ROAD TO HAPPY VALLEY	1,030	-	Y	14,390	-	-	-	-	-	Y 8	-	-	-	1	-	-	-			-	-	5,144 -	-	-	10,242	-	491	-	-	460	-			11
16	UPLAND DRIVE MT. VIEW DR TO MARIPOSA RD	90	45	Y	930	930	-	-	-	-	N -	_	-	-	1	-	-	-		-	-	-		-	-	-	-	-	-	-	-	-			_
17	WEBB LANE MARIPOSA RD TO END		-	Υ	620) -	-		-	-	N -	-	-	_		-	-			-	-	-		-		-	-		-			-			1
18	MT. DIABLO BLVD @ ACALANES RD	-	-	N	_	-	_	-	-	-	N -	_				_	-	-			-	-		_	-	-	-			-		-		401	_
19	MT. DIABLO BLVD STUART ST TO CAROL LN			N					-		N -	-			1		-				-	-							_	-				139	_
20	MT. DIABLO BLVD @ MORAGA RD	-	-	N	-	-	-	-	-	-	N -	-	-	_		-	-	-	80	-	-	290		-	-	-	-	-	_	-	-	-		-	_
21	MORAGA RD MT. DIABLO BLVD TO O'CONNER DR	-	-	N	-	-	-	-	-	-	N -	-	-			-	-	-			-	-		-	-		-	-	-	-				1,642	_
22	DEER HILL RD @ OAK HILL RD	-	-	N	-	-	-	-	-	-	N -	-	-	-		-	-	-		-	-	-		-	-	-	-	-	-	-	315	-		-	_
23	DEER HILL RD @ ORCHARD DR		-	N	-	-	-	_	-	_	N -	_	-	_		-	-	_			-	-				-	-			-	60	_			_
24	DEER HILL RD @ BROWN AVE		_	N	_			_	_	_	N -		_				_	_			_	_			_	_	_	_	_		332			_	
25	MORAGA BLVD MORAGA RD TO CAROL LN			N							TBD 1		3		1		1	1		615			48 92	2	96		167				40	613	645 5	50 -	
	STUART ST MT. DIABLO BLVD TO END		-	N					-		N -									013			40 32		30		107				40	013	043 3	151	
	WILLOW DR	-	-		-	-	-	-	-	-		_	_		Ť	-	-	-	-		-	-			-	-	-	-	-	-	-	-			_
	MT. DIABLO BLVD TO DYER DR DYER DR WILLOW DR TO HAMPTON RD	-	-	N	-				-	-	N -	-	-	-	+		-	-	-	-	-	-		-	-		-	-	-	-	-	-		181	
	WILLOW DR TO HAMPTON RD HAMPTON RD DYER DR TO MT. DIABLO BLVD	-	-	N	-	-	-	<u> </u>	-	-	N -	-	-		<u> </u>		-	-	-	-	-	-		-	-	-	-	-	-	-	-	-		128	
	DYER DR TO MT. DIABLO BLVD MT. DIABLO BLVD @ CAROL LN	-	-	N	-	-	-	·	-	-	N -	-	-	F	+	-	-	-	-	-	-	-		•	-	-	-	-	-	-	-	-		223	_
30		-	-	N	-	-	-	-	-	-	N -	-	-	-	+	-	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-		119	_
	MT. DIABLO BLVD CAROL LN TO PLEASANT HILL RD	-	-	N	-	-	-	-	-	-	N -	-	-	-	<u> </u>	-	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-		692	-
	MERRIEWOOD DR SILVERADO DR TO ROHRER DR	-	-	N	-	-	-	-	-	-	TBD 1	-	3	-		-	2	-	-	-	1,131	-		118	-	-	-	-	-	2,932	19	-	808 -		-
33	SILVERADO DR MERRIEWOOD DR TO ROHRER DR	-	-	N	-	-	-	-	-	-	TBD 5	_	4	-		-	2	-	-	-	1,359			121	-	-	-	-	-	3,088	22	-	1,129 -	-	-
34	INDIAN WAY MERRIEWOOD DR TO SILVERADO DR		-	N			-			-	TBD -					1	1				-			96						100		-		-	
35	ROHRER DR MERRIEWOOD DR TO SILVERADO DR		-	N							TBD -				\perp	_	1				-		210 -			_	-			475					
	TOTALS	29,350	81	Count 17	78,730	20,318		100	12	1	Count 11 27		3 7		4 1	1	1 6	1	80	615	2,490	290	8,436 92	3 5,276	96	22,972	167	550	181	6,595	3,919	613	3,659 5	50 3,676	30

APPENDIX F

RESIDENT NOTIFICATION LETTER



City Council

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

Dear Resident:

(Contractor Name), under contract to perform work in Lafayette, will be performing maintenance repairs on your street. This work will be done in one to four distinct phases. The first two involve patch paving and crack sealing to address localized areas of pavement defects. On some streets a chip seal will then follow to blanket the entire road surface with a mat of rubberized liquid asphalt and rock chips. A slurry seal will be applied on top as a final finish. Note that some streets will receive a slurry seal only. Please see reverse side for information regarding the type of treatment that has been scheduled for your street.

The hours of construction will generally be from 8 AM to 5 PM, Monday through Friday. In order to achieve a quality product and to provide the workers with a safe work environment, we ask that traffic control be observed. During the pavement repair and crack seal phases of work the streets will be open to traffic, however, on street parking may not be permitted. During the chip seal process the roads will be closed to traffic for approximately 2 hours. During the slurry seal process the streets will be closed to traffic for a period of up to 5 hours, because that is the length of time required for the sealant to cure. The contractor will make arrangements for access by emergency vehicles, but your general access will be restricted during this time. Barricades and traffic cones will be placed to prevent vehicles from entering the "wet" areas. Please do not go around the traffic control devices; seal coats are tar-like substances that can splash onto the sides of vehicles as well as track onto other surfaces such as driveways and sidewalks, if driven through or walked upon while wet. (If you do track oil on something, try a simple dish soap with water, or a citrus solvent-type cleaner.)

Please watch for notification signs on your street, which should be posted at least 3 days prior to the start of each phase of work. These signs will display the roadwork dates and notification regarding parking restrictions. It is very important that our contractor's crews have access to the entire street. Please note that vehicles parked on the street blocking construction activities will be towed at the owners' expense.

On streets with a chip seal application, additional signs will be posted on the days immediately following the chip application to advise motorists to drive slowly to avoid kicking up the loose rock chips that would be expected on the roadway. In order to sweep up the excess loose rocks, we request that you park off the streets for two days following the placement of the chip seal.

If the contractor must reschedule seal coat work on your street for whatever reason, the project information signs at the entrance to your street will be updated to indicate the new dates/times. If you have any questions regarding this project, please contact me at 925.299.3247.

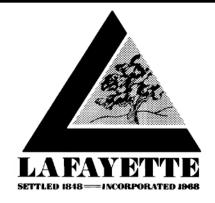
Sincerely,

Matt Luttropp Lafayette Senior Engineer

www.ci.lafayette.ca.us

APPENDIX G

PROJECT INFORMATION SIGNS



STREET MAINTENANCE PROJECT

PAVEMENT REPAIR EXPECT TRAFFIC DELAYS

DATE: MONDAY, JUNE 15

HOURS: **8 AM – 5 PM**

CONTRACTOR: (NAME)

- 1. Notification signs shall be printed with a yellow backgound.
- 2. Signs shall be a mimimum of 3 feet wide by 3 feet tall.



STREET MAINTENANCE PROJECT

CHIP SEAL ROAD CLOSURE

DATE: MONDAY, JUNE 15

HOURS: **8 AM – 5 PM**

CONTRACTOR: (NAME)

- 1. Notification signs shall be printed with a yellow backgound.
- 2. Signs shall be a mimimum of 3 feet wide by 3 feet tall.



STREET MAINTENANCE PROJECT

SLURRY SEAL ROAD CLOSURE

DATE: MONDAY, JUNE 15

HOURS: **8 AM – 5 PM**

CONTRACTOR: (NAME)

- 1. Notification signs shall be printed with a yellow backgound.
- 2. Signs shall be a mimimum of 3 feet wide by 3 feet tall.



UPDATE

STREET MAINTENANCE PROJECT

CHIP SEAL

ROAD CLOSURE

DATE: MONDAY, JUNE 15

HOURS: **8 AM – 5 PM**

CONTRACTOR: (NAME)

- 1. Re-notification signs shall be printed with a orange backgound.
- 2. Signs shall be a mimimum of 3 feet wide by 3 feet tall.