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

2022 SURFACE SEAL PROJECT (FOR WORK IN THE CITY OF LAFAYETTE, TOWN OF MORAGA AND CONTRA COSTA COUNTY)

Project No. 014-9733

Bid Opening Date
Thursday, March 17, 2022, 2:00 p.m.

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ITEM

CITY OF LAFAYETTE CALIFORNIA

BID PROPOSAL

2022 SURFACE SEAL PROJECT PROJECT No. 014-9733

TO THE CITY COUNCIL OF THE CITY OF LAFAYETTE:

ESTIMATED

ITEM

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:

UNIT

NO.	DESCRIPTION	QUANTITY	<u>UNIT</u>	<u>PRICE</u>	<u>TOTAL</u>		
		(SEE ATT	ACHED BID SO	CHEDULE)			
NOTES:	- All unit prices	shall be conside	ered the price	es for providing a	a complete, in-plac	e facility.	
	In the event of unit price sha		between the	unit price and i	tem total on the Bi	d Schedule, the	
			000				
Bidder ackno	Bidder acknowledges the receipt of the following addenda to the drawings and specifications.						
Addendum N	No.	<u>Date</u>	<u>Adde</u>	ndum No.	Date	<u>.</u>	

000

CITY OF LAFAYETTE 2022 SURFACE SEAL PROJECT - NO. 014-9733

BID SCHEDULE

BASE BID

ITEM NO.	ITEM DESCRIPTION		ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	(SP-13)	1	LS		
2	Traffic Control	(SP-14)	1	LS		
3	Clearing and Grubbing, Tree and Vegetation Trimming	(SP-16)	1	LS		
4	Remove AC Berm Various Sizes	(SP-17)	921	LF		
5	Remove Concrete Curb & Gutter	(SP-17)	578	LF		
6	Remove Concrete Sidewalk and Curb Ramp	(SP-17)	1,125	SF		
7	Remove Concrete Valley Gutter	(SP-17)	110	SF		
8	Remove Asphalt Pathway	(SP-17)	884	SF		
9	Cold Plane Asphalt Concrete Pavement	(SP-19)	36	SY		
10	Pavement Repair (3-Inch)	(SP-19)	62,347	SF		
11	Pavement Repair (6-Inch)	(SP-19)	19,439	SF		
12	Skin Patch	(SP-19)	194	SF		
13	Repave around Manholes	(SP-19)	5	EA		
14	Patch Pave Asphalt Ditch	(SP-19)	97	LF		
15	Install Asphalt Speed Bump	(SP-19)	5	EA		
16	AC Berm (Type 'A' and 'C')	(SP-19)	921	LF		
17	Asphalt Pathway Widening	(SP-19)	538	SF		
18	New Asphalt Pathway	(SP-19)	884	SF		
19	Crack Seal	(SP-20)	1	LS		
20	Rubberized Chip Seal	(SP-21)	47,653	SY		
21	Fiberized Micro-Surfacing, Type II	(SP-21)	195,304	SY		
22	Concrete Curb and Gutter	(SP-25)	583	LF		
23	Concrete Sidewalk	(SP-25)	70	SF		
24	Concrete Curb Ramp with Detactable Panel	(SP-25)	1,055	SF		
25	Concrete Valley Gutter Remove Existing Pavement Markers and Thermoplastic	(SP-25)	530	SF		
26	Stripes and Legends	(SP-17)	1	LS		
27	Temporary Pavement Delineation	(SP-26)	1	LS		
28	Thermoplastic Legends and Markings	(SP-27)	2,207	SF		
29	12" White or Yellow Thermoplastic Stripe	(SP-27)	5,356	LF		
30	Yield Line	(SP-27)	12	LF		

ITEM	ITEM		ESTIMATED		UNIT	
NO.	DESCRIPTION		QUANTITY	UNIT	PRICE	TOTAL
31	Detail 2- Dashed Centerline with Reflectors	(SP-27)	1,515	LF		
32	Detail 6- Dashed Centerline with Reflectors	(SP-27)	4,769	LF		
33	Detail 21-Centerline without Reflectors	(SP-27)	4,007	LF		
34	Detail 22- Centerline with Reflectors	(SP-27)	5,044	LF		
35	Detial 24- Left Edge Line	(SP-27)	165	LF		
36	Detail 27B-Fog Line	(SP-27)	26,413	LF		
37	Detail 29 - Double Yellow Median Island with Reflectors	(SP-27)	1,260	LF		
38	Detail 38- Chanelizing Stripe with Reflectors	(SP-27)	404	LF		
39	Detail 38A-Chanelizing Stripe without Reflectors	(SP-27)	84	LF		
40	Detail 38B- Chanelizing Stripe with Reflectors on Both Sides	(SP-27)	158	LF		
41	Paint Curb	(SP-27)	16	LF		
42	Install Two-Way Reflective Pavement Markers (Blue)	(SP-27)	45	EA		
43	Remove and Relocate Mailbox on New Post	(SP-17)	2	EA		
44	Adjust or Install New Monument Frame and Cover	(SP-29)	26	EA		
45	Pathway Headerboard and Steel Stakes	(SP-30)	552	LF		
46	Pathway Shoulder Backing	(SP-30)	285	SF		
47	Remove and Restack Rock Landscape Wall	(SP-30)	78	SF		
48	New Sign and Post	(SP-28)	11	EA		
49	Relocate Existing Sign on New Post	(SP-28)	1	EA		
	TOTAL BASE BID					

BID ALTERNATE

ITEM	ITEM		ESTIMATED		UNIT	
NO.	DESCRIPTION		QUANTITY	UNIT	PRICE	TOTAL
21A	Micro-Surfacing, Type II	SP-21)	195.304	SY		

Attention Bidders:

Bidders shall complete both the "Base Bid" and "Alternate Bid" 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:

	<u>NAME</u>	DIR NUMBER	ADDRESS	WORK TO BE PERFORMED
1.				
2.				
3.				
4.				
5.				
			000	
Bidd		at he is licensed in accord	ance with an act provid	ing for the registration of Contractors as
Lice	nse No		Class	
			0.00	

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

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

All bidders that have not had a contract with the City of Lafayette during the past three (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 decl	ares:		
I am the	of		, the party making the foregoing bid.
Titl		Firm	
company, association. The bidder has not desham bid. The bidder any bidder or anyone manner, directly or in fix the bid price of the bid price, or of the bidder has not, direct the contents thereo partnership, company	n, organization, or collirectly or indirectly or indirectly or has not directly or else to put in a share directly, sought by a bidder or any other both or indirectly, subof, or divulged infog association, organi	orporation. The induced or so indirectly come bid, or to reagreement, come bidder, or to idder. All statement or extending or extending or extending or extending the design of the idden.	If of, any undisclosed person, partnership, ne bid is genuine and not collusive or sham. Dicited any other bidder to put in a false or Illuded, conspired, connived, or agreed with frain from bidding. The bidder has not in any emmunication, or conference with anyone to o fix any overhead, profit, or cost element of tements contained in the bid are true. The her bid price or any breakdown thereof, or data relative thereto, to any corporation, pository, or to any member or agent thereof d, and will not pay, any person or entity for
venture, limited liab	oility company, lim	ited liability	idder that is a corporation, partnership, joint partnership, or any other entity, hereby d does execute, this declaration on behalf of
I declare under penal and correct and that t			e State of California that the foregoing is true , at
City		State	·
Rv.			
By:	gnature		
Name:			
	ted or Typed		
Date:			
Title:	_		

PROPOSAL GUARANTEE BID BOND

2022 SURFACE SEAL PROJECT PROJECT No. 014-9733

KNOW ALL	PERSONS BY THESE PRESENTS that,	as BIDDER, and
Owner, in th	, as SURETY, are held and firmly bound unto City ne penal sum of dollars (\$) which is ten
-	he total amount bid by BIDDER to Owner for the above stated project, for the R and SURETY agree to be bound, jointly and severally, firmly by these presents	
for the above	TIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submove stated project, if said bid is rejected, or if said bid is accepted and a contrate by BIDDER in the manner and time specified, then this obligation shall shall remain in full force and effect in favor of Owner.	ct is awarded and
IN WITNESS	WHEREOF the parties hereto have set their names, titles, hands, and seals, 2022.	this day of
BIDDER		
SURETY		
Subscribed a	and sworn to this day of, 2022.	
NOTARY PUI	BLIC	

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

NAME	TITLE
For a partnership, name all For a corporation, name pre	co-partners below, esident, secretary, treasurer and manager.
Date of Execution:	
Position:	
Name:	
Authorized Signature:	
Joint Venture Proposal?: () Yes () No
Type of Organization: () Ir	ndividual () Partnership () Corporation
Telephone Number: (_)
Business Address:	
Legal Name of Firm:	

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

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

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

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

Name of Contractor:	
DIR Registration Number:	

Contractor further acknowledges:

- 1. Contractor shall maintain a current DIR registration for the duration of the project.
- 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 _		, 2022, by and between the CITY O
LAFAYETTE ("City") and	("Contractor").	•

RECITALS

- A. City desires to retain the services of Contractor to provide services for Construction of **2022 Surface Seal, Project No. 014-9733**, including, but not limited to: mobilization; traffic control and construction signage; clearing and grubbing including tree and vegetation trimming; traffic striping, marking and marker removal; removal and disposal of asphalt concrete pavement and subgrade, asphalt berms and pathways, concrete curb, gutter, valley gutter, sidewalk and curb ramps; construction of minor concrete structures, concrete curb, gutter, valley gutter, sidewalk, and curb ramps; asphalt concrete pavement repairs, asphalt concrete pathways, speed humps, asphalt concrete berms; crack seal; rubberized chip seal; micro-surfacing; fiberized micro-surfacing; traffic stripes, markers, markings and signs; and all other miscellaneous work as shown on the Plans and as described in the Specifications to provide a complete project.
- B. Contractor has represented to City that it has the expertise, experience and qualifications to perform the services described in Paragraph A, above, and those services which are more fully described below.

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

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

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

	CONT	RACTOR:
13.	execution of thi	ature. Contractor affirms that the signatures, titles, and seals set forth hereinafter in s contract agreement represent all individuals, firm members, partners, joint ventures, se officers having a principal interest herein.
14.	written, between pertaining to the party to this controlly or otherwhouse mot embodied	nt; 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 e work of improvements described in Paragraph A of the Recitals herein above. Each ntract acknowledges that no representations, inducements, promises, or agreements, rise, have been made by any party, or anyone acting on behalf of any party, which are nerein, and that any other agreement, statements or promise not contained in this of be valid or binding. Any modification of this contract will be effective only if signed be charged.
15.	demand, b) parotherwise expre	<u>re</u> . In the event of a dispute between the parties regarding a) a time extension yment arising for work performed by or on behalf of the contractor which is not essly provided for, or c) an amount the payment of which is disputed by the City, the ction 10 of the City of Lafayette Standard Specifications shall be used.
and a	assigns do hereby	F the parties hereto for themselves, their heirs, executors, administrators, successors, agree to the full performance of the covenants herein contained and have caused this to be executed in duplicate by setting hereunto their names, titles, hands, and seals 2022.
Cont	ractor:	
		<type business="" here="" name=""></type>
		Name:
		Title:
Cont	ractor's License N	lo
		Federal Tax Identification No
Subs	cribed and sworn	to this day of 2022.
Nota	ry Public	
Agen	cy:	

	City Manager of the City of Lafayette	
Attested:		
	City Clerk of the City of Lafayette	
Date:		

PAYMENT BOND

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

WHEREAS, the City of Lafayette (Owner) has aw	varded to, as
Contractor, a contract for the work described as follow	s: Construction of 2022 Surface Seal, Project No. 014-
9733, including, but not limited to: mobilization; tra	affic control and construction signage; clearing and
grubbing including tree and vegetation trimming; traff	
disposal of asphalt concrete pavement and subgrade,	
valley gutter, sidewalk and curb ramps; construction	
valley gutter, sidewalk, and curb ramps; asphalt cond	
speed humps, asphalt concrete berms; crack seal; ru	, ,
surfacing; traffic stripes, markers, markings and signs	
Plans and as described in the Specifications to provide	a complete project.
AND WHEREAS, said Contractor is required to furnish a	a bond in connection with said contract, to secure the
payment of claims of laborers, mechanics, materials pe	rsons, and other persons as provided by law;
NOW, THEREFORE, we, the undersigned Contractor and	d surety, are held firmly bound unto the Owner in the
sum ofDollars (\$	
made we bind ourselves, our heirs, executors and	administrators, successors and assigns, jointly and
severally, firmly by these presents.	
THE CONDITION OF THIS OBLIGATION IS SUCH:	
That if said Contractor, its heirs, executors, administr	ators, successors, or assigns, or subcontractors, shall
fail to pay any of the persons named in Civil Code Sec	tion 3282, or amounts due under the Unemployment
Insurance Code with respect to work or labor perform	ed by any such claimant, or any amounts required to
be deducted, withheld, and paid over to the Employ	
employees of the Contractor and its subcontractors	·
Insurance Code, with respect to such work and labor, t	·
in any amount not exceeding the sum specified in this l	
case suit is brought upon this bond, the said surety wi amount to be fixed by the court.	Il pay a reasonable attorney's fee to the Owner in an
amount to be fixed by the court.	
This bond shall insure to the benefit of any of the person	
of action to such persons or their assigns in any suit bro	ought upon this bond.
IN WITNESS WHEREOF, we have hereunto set our ha	nds and seals on this day of,
2022.	
CONTRACTOR:	SURETY
Print Name:	NAME
Title:	ADDRESS
	TELEPHONE

PERFORMANCE BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Lafayette (Owner) has award contract for the work described as follows: Construction including, but not limited to: mobilization; traffic consincluding tree and vegetation trimming; traffic striping of asphalt concrete pavement and subgrade, asphalt gutter, sidewalk and curb ramps; construction of mirgutter, sidewalk, and curb ramps; asphalt concrete phumps, asphalt concrete berms; crack seal; rubberized traffic stripes, markers, markings and signs; and all oth described in the Specifications to provide a complete part of the stripes.	action of 2022 Surface Seal, Project No. 014-9733, trol and construction signage; clearing and grubbing and marker removal; removal and disposal berms and pathways, concrete curb, gutter, valley nor concrete structures, concrete curb, gutter, valley avement repairs, asphalt concrete pathways, speed chip seal; micro-surfacing; fiberized micro-surfacing; ner miscellaneous work as shown on the Plans and as
AS WHEREAS, the Contractor is required to furnish a bofaithful performance thereof;	ond in connection with said contract guaranteeing the
NOW, THEREFORE, we, the undersigned Contractor and sum ofDollars (\$assigns, for which payment well and truly to be radministrators, successors and assigns, jointly and several processors.), to be paid to the Owner, its successors and nade we bind ourselves, our heirs, executors and
THE CONDITION OF THIS OBLIGATION IS SUCH:	
That if said Contractor, its heirs, executors, administration and abide by and well and truly keep and perform foregoing contract and any alteration thereof made as performed at the time and in the manner therein speciand meaning, and shall indemnify and save harmle stipulated, then this obligation shall become and be reforce and effect. In case suit is brought upon this bonto the Owner in an amount to be fixed by the court. Suthat no amendment, change, extension of time, alterator item or items of performance required therein or thor under this bond; and said surety does hereby waive time, alteration, or addition to said contract, and of a therein or thereunder, shall in any manner affect its of hereby waive notice of any such amendment, change contract, and of any feature or item or items of performance, and of any feature or item or items of performance.	the covenants, conditions, and agreements in the stherein provided on its or their part to be kept and diffied and in all respects according to their true intent ess the Owner, its officers, and agents, as therein hull and void; otherwise it shall be and remain in full d, the said surety will pay a reasonable attorney's fee arety, for value received, hereby stipulates and agrees ation, or addition to said contract, and of any feature ereunder, shall in any manner affect its obligations on notice of any such amendment, change, extension of any feature or item or items of performance required obligations on or under this bond; and said surety does go extension of time, alteration, or addition to said mance required therein or thereunder.
IN WITNESS WHEREOF, we have hereunto set our ha 2022.	nds and seals on this day of,
CONTRACTOR:	SURETY
	NAME
	ADDRESS
	TELEPHONE

SPECIAL PROVISIONS SECTION SP-1 <u>GENERAL</u>

(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, 2018, herein referred to as the "State Specifications" or "State Standard Specifications."
- The State of California Department of Transportation (Caltrans) Standard Plans, 2018 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.

SPECIAL PROVISIONS SECTION SP-2 (NOT USED) SPECIAL PROVISIONS SECTION SP-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 and vegetation trimming; traffic striping, marking and marker removal; removal and disposal of asphalt concrete pavement and subgrade, asphalt berms and pathways, concrete curb, gutter, valley gutter, sidewalk and curb ramps; construction of minor concrete structures, concrete curb, gutter, valley gutter, sidewalk, and curb ramps; asphalt concrete pavement repairs, asphalt concrete pathways, speed humps, asphalt concrete berms; crack seal; rubberized chip seal; micro-surfacing; fiberized micro-surfacing; traffic stripes, markers, markings and signs; and all other miscellaneous work as shown on the Plans and as described in the Specifications to provide a complete project.

Contractor shall be aware that Contract Work occurs in locations in both City of Lafayette, the Town of Moraga and Contra Costa County.

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, asphalt cold plane areas, replacement, repairs, and/or construction will be marked in the field by the Engineer prior to the start of work.

The City of Lafayette, Town of Moraga and Contra Costa County on their project streets shall provide all construction survey staking for curb, gutter, curb ramps, and other items which, in the opinion of the Engineer, require survey staking. The Contractor shall submit staking requests in writing to the City of Lafayette at least five (5) working days in advance of beginning work that requires construction survey staking. The Contractor shall be responsible for paying the cost of resetting survey stakes which are damaged or obliterated by the Contractor's operations.

Within the Town of Moraga, the contractor shall be solely responsible for all construction survey staking for curb, gutter, curb ramps, and other items requiring construction staking.

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, 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.

All submittals shall be provided electronically for review. 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:

- Equipment calibration documentation for micro-surfacing equipment
- Micro-surfacing mix designs and certification of compliance
- Mirco-surfacing aggregate
- Fiber for fiberized micro-surfacing
- Micro-surfacing asphalt emulsion
- Rubberized chip seal asphalt binder certificate of compliance
- 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
- 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) Submit waste management plan prior to commencing any demolition work
- 2) Notify Underground Service Alert (USA) to have utilities marked
- 3) Install construction area signs and project information signs

- 4) Install water pollution control measures
- 5) Clearing, grubbing, tree and vegetation trimming
- 6) Construct concrete curb, gutter, sidewalk, and curb ramps
- 7) Remove Asphalt Berms
- 8) Construct asphalt pavement repairs
- 9) Cold plane asphalt conforms
- 10) Construct asphalt speed bumps
- 11) Construct asphalt pathway widening
- 12) Remove existing pavement markers, markings, and striping
- 13) Perform crack sealing
- 14) Install chip seal
- 15) Install micro-surfacing or fiberized micro-surfacing on roadways and pathways to be sealed
- 16) Place temporary roadway delineation
- 17) Construct asphalt berms and asphalt pathway
- 18) Place permanent striping, markers and legends
- 19) Complete all other construction work and punch list items, including clean-up
- 20) Remove construction area signs and project information signs
- 21) 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. Except as modified herein.

At least (2) two weeks prior to the start of construction, the Contractor shall provide schedule information to the City as well as the contractors contact information for public inquiries. The schedule shall state the phase of work (Pavement Repair, Cold Plane Asphalt Conforms, Crack Seal, Chip Seal, and Micro-surfacing) as well as the dates for this work. This information will be

included in a public notice similar to the ones shown in Appendix E. Contractor shall not distribute door hangers unless directed by the engineer.

The City of Lafayette will mail notices to resident in Lafayette. The Contractor shall be responsible for mailing notices to residents within the Town of Moraga and Contra Costa County. The Town of Moraga and Contra Costa County shall provide the Contractor with printed letters, envelopes, and mailing labels.

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, the Town of Moraga and Contra Costa County, including their officers, elected officials, agents, and employees. The required insurance policies shall name the City of Lafayette, the Town of Moraga and Contra Costa County 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.

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 <u>EXISTING UTILITIES</u>

(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. Morag-Orinda Fire District	925.258-4599
G. Comcast Cable	925.349.3300
H. 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 Zoom pre-construction meeting will be held on **Tuesday, April 5 at 10:00 a.m.** 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. Note: The prime contractor's full-time on-site superintendent or foreman for the project is required to attend the preconstruction meeting.

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

- Administrative procedures for transmittals, approvals, change orders, and similar items;
- Review of the method of application for payment, progress payments, retention; and final payment;
- Review of the Contractor's construction schedule;
- Clarifications of any questions regarding the contract Plans and Special Provisions;
- Review of traffic control and noticing procedures;
- Review of Caltrans encroachment permit conditions;
- At the preconstruction meeting the Contractor shall provide a traffic control plan.
- Water pollution control program;
- Review of Submittals (i.e. materials, equipment, etc.)

SP8-02 PROGRESS SCHEDULE

The Contractor shall submit the construction progress schedule to the Engineer at the preconstruction meeting and updated schedules every week 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 each subcontractor by construction bid item and location. 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.

No work will be allowed on City holidays except in an emergency. The City holidays are as follows:

New Year's Day
Martin Luther King, Jr.'s birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

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 Eighty (80) 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 (NOT USED) SPECIAL PROVISIONS SECTION SP-10 (NOT USED) SPECIAL PROVISIONS SECTION SP-11 (NOT USED) SPECIAL PROVISIONS SECTION SP-12 (NOT USED)

SPECIAL PROVISIONS SECTION SP-13 MOBILIZATION

(BID ITEM NO. 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.

Within Moraga, the Contractor shall be responsible for obtaining a staging area at their sole expense. A potential staging area is the paved lot located on the north side of Saint Mary's Road east of Moraga Road and north of the Mulberry Tree Nursing School. Contractor must obtain permission and a permit to use this site from East Bay Regional Park District. Contractor may contact Eric Stormer with EBRPD at 51030274. Proof of receipt of permit shall be provided to the City of Lafayette prior to use.

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 calendar day being deducted from monies owed to the Contractor. The entire contract retention amount shall be withheld for the purpose of deducting rent until Contractor vacates the staging site and restores

it to preexisting condition or better. As directed by the Engineer, the Contractor shall install temporary six-foot-tall chain link fence along the property lines as shown in the drawing in <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 site.

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

Other than the site 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.

SP13-02 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 with a minimum of 2 cones or barricades per driveway.

SP14-03 LANE CLOSURE HOURS

Lane closures will be allowed between the hours of 8:30 A.M. and 4:30 P.M., Monday through Friday (Except on Moraga Road). 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.

Lane closures for Chip Seal or Microsurfacing shall be as follows:

- May 30, 2022, through August 9, 2022, road closure hours shall be 8:30 a.m. to 4:30 p.m. Monday through Friday, excluding holidays.
- Prior to May 30 and after August 9, 2022, road closure hours shall be 9:00 to 2:00 p.m.
 Monday through Friday, excluding holidays.

SP14-04 PARTIAL ROAD CLOSURE ON MORAGA ROAD

Closure of Moraga Road shall only be allowed between the hours of 9:00 am and 4:30 PM, Monday through Friday. Emergency vehicles shall be provided with immediate access through the construction area at all times. The closure shall be used anytime work is performed on Moraga Road.

Moraga Road may be closed in the southbound direction of travel only. One northbound lane shall remain open to vehicles at all times. Signage shall be placed at the intersection of Saint Mary's Road and Moraga Road indicating that the road is closed to through traffic.

Contractor shall provide detour signage to guide motorists to Saint Mary's Road to Rheem Boulevard in the Town of Moraga and back to Moraga Road. Signs shall be placed at each driveway or side street within the closure limits to inform residents that travel is only permitted in the Northbound direction of travel.

At least one ten (10) foot wide vehicular traffic lane must be open to the public traffic at all times, when work is in progress, for all contract work. A minimum of one flagger is required at the start of the closure and at all side streets. The Contractor shall provide communication equipment, approved by the Engineer for flagmen.

CMS (changeable message signs) shall be placed at each end of the project street 1 week in advance of work on the street. The changeable message signs shall remain in full, continuous operation until all work is completed. The CMS shall be updated with the date of closures for each phase of work a minimum of 3 days in advance of the work requiring the closure. The initial message shall read:

Road Closed Southbound Date –Date 9:00 am – 4:30 pm M-F Use Detour

SP14-04 FULL ROAD CLOSURE HOURS

Full road closures shall only be permitted during the chip seal and micro-surfacing phases of work. Full road closures are not permitted at any time on Moraga Road.

Road closures hours shall be as follows:

- May 30, 2022, through August 9, 2022, road closure hours shall be 8:30 a.m. to 4:30 p.m. Monday through Friday, excluding holidays.
- Prior to May 30 and after August 9, 2022, road closure hours shall be 9:00 to 2:00 p.m. Monday through Friday, excluding holidays.

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). No road shall be closed to traffic until immediately prior to the application of the chip seal or microsurfacing. 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.

All streets shall be rolled and opened to traffic within 2 hours of the completion of microsurfacing operations on the road.

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 and lane closures at all times to prevent unauthorized access into the road or lane 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 <u>Appendix F</u> 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. The dates shown on the signs shall only include the days where work will be performed and a range of dates shall only be permitted if the operation requires multiple days to complete.

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 provide written notice of intended schedule changes and shall submit a proof set for all renotification signs for review and approval prior to manufacturing the signs. Failure to provide written notice of intended schedule changes and sign proof set may require re-notification and the restart of the two day period.

The Contractor shall install and maintain all project notification signs in legible condition for the entire duration of Contract. At no time shall dates be written on the signs by hand.

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: 811), 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, 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 <u>DUST CONTROL</u>

(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 AND VEGETATION TRIMMING

(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.

The limits of clearing, grubbing, tree and vegetation trimming shall be sufficient to allow unobstructed access to the full width of the paved surface for the Contractor's workers and equipment to complete the Contract work, and to provide clear visibility to signs and similar facilities that require clear sight lines for intended users. In the City of Lafayette and the Town of Moraga tree and vegetation trimming shall provide for a minimum of 15 feet of vertical clearance above the paved surface of the road from edge of pavement or face of curb to edge of pavement or face of curb. No clearing and grubbing, tree or vegetation trimming will be required in the

County portion of the project. The work shall include trimming vegetation at roadway intersections that obstructs sight distance at intersections. Vegetation shall be trimmed to a height of no greater than 30-inches above the ground for a distance of 25 feet on each leg of the intersection unless a lesser amount of trimming is directed by the engineer.

SP16-02 MEASUREMENT AND PAYMENT

The lump-sum Contract Price paid for "Clearing & Grubbing, Tree and Vegetation Trimming" 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, tree and vegetation trimming 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 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 NO. 4-8 and 26, 43)

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

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

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, gutter, sidewalk, driveway aprons, curb ramp, asphalt pathway, asphalt berm, traffic striping, markings, 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.

For the purpose of concrete forming and conform paving, the removal and replacement of a one and a half 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.

Concrete curb and gutter to be removed shall be sawcut as marked by the Engineer in the field. Concrete removals shall include removing enough existing native or base material to allow for placement 6-inches of class II aggregate base material.

Whenever existing concrete improvements 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 Special Provisions Section SP-26, "Temporary Pavement Delineation," of these Special Provisions.

SP17-04 REMOVE AND RELOCATE MAILBOX

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

SP17-05 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 Prices paid per linear foot for "Remove Concrete Curb and Gutter" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to remove and dispose of existing concrete curb and gutter, adjacent asphalt pavement or other paving as necessary to accommodate form boards, and all excavation and backfill as required to accommodate new improvements as shown on the contract plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor. Contract quantities may be reduced or eliminated based on work to be performed by others. No adjustment in the bid item price shall be allowed due to any change in contract quantities.

The Contract Prices paid per square foot for "Remove Concrete Sidewalk and Curb Ramp", "Remove Asphalt Pathway", and "Remove Concrete Valley Gutter" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to sawcut, remove, dispose of existing improvements, and all excavation and preparation required to accommodate new improvements as shown on the contract plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

The contract prices paid per linear foot for "Remove AC Berm Various Sizes" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to remove and dispose of existing asphalt pavement and berms to install new improvements as shown on the contract plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

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

SPECIAL PROVISIONS SECTION SP-18

<u>AGGREGATE BASE</u>

(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 <u>ASPHALT PAVEMENT</u>

(BID ITEM NO. 10-18)

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 A, ½" maximum sized aggregate (MSA) asphalt mix shall be used for all skin patches, speed bumps and paved ditch repairs. Type A, ¾" maximum sized aggregate (MSA) asphalt shall be used for all pavement repairs. Type A, 3/8" maximum sized aggregate (MSA) asphalt shall be used for AC berms.

Section 9.3.2 RAP Considered a Value-Engineering Change Proposal of the Standard Specification shall not apply.

SP19-02 PAVEMENT REPAIR, SKIN PATCH AND REPAVE AROUND MANHOLES

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.

Prior to placing new asphalt around manholes that have been marked for repaving loose or damaged asphalt shall be removed down to the top of the concrete manhole collar. The surface shall be thoroughly cleaned of loose material and a tack coat placed.

SP19-03 SPEED BUMP

The new speed bumps locations will be marked in the field by the Engineer. A 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 shall place the asphalt concrete in multiple lifts to meet the design grades.

SP19-04 ASPHALT PATHWAY WIDENING AND RECONSTRUCTION

Asphalt pathway widening and reconstruction conform limits are approximate. The Engineer will delineate actual conform lines prior to the start of work.

Where a new subbase is required per the Contract Plans, the subgrade shall be excavated and compacted to the required depth to accommodate the design structural section.

SP19-04 ASPHALT BERM (DIKE)

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

Prior to placement of the berm, the underlying pavement shall be thoroughly cleaned and a tack coat per Standard Specifications Technical Provisions Section 9-11 shall be applied to the pavement surface. The berm shall be placed and compacted utilizing a self-propelled mechanical extruding machine capable of achieving the lines and grades shown on the Plans and the finished dimensions for the specified type of berm. The Contractor shall protect newly-placed berm to allow sufficient time for curing. Berms that slough, fall apart, or otherwise become damaged before curing shall be completely removed and replaced at the Contractor's expense. If a section of berm looks "patched," it shall be entirely removed and replaced with a conforming berm that is smooth and uniform in appearance.

The ends of new Type 'A' berms shall be painted white with two coats of traffic paint for a

minimum length of one foot, and a Type "C" pavement marker shall be placed on top of the berm where it tapers to end.

SP19-05 PATCH PAVE ASPHALT DITCH

Prior to placement of the asphalt paving all loose material and water shall be removed from the area to be patch and the existing pavement to remain shall be thoroughly cleaned and a tack coat per Standard Specifications Technical Provisions Section 9-11 shall be applied to the pavement surface. The asphalt shall be placed to a smooth neat finish to restore the flow line of the asphalt ditch. Asphalt shall be compacted using a vibratory plate compactor.

SP19-06 MEASUREMENT AND PAYMENT

The contract unit prices paid per each for "Asphalt Speed Bump" 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, preparation, cleaning, asphalt emulsion, furnishing, placing, spreading, and compacting the asphalt concrete to the specified depths, and all other work as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

The contract unit price paid per square foot for "Pavement Repair (6-inch)", "Pavement Repair (3-inch)", "Repave Around Manholes" 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 linear foot for "AC Berm (Type A and C)" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals necessary to construct the asphalt concrete dike including but not limited to- cleaning; tack coat binder; furnishing asphalt concrete, placing, compacting, and protecting; white traffic paint and Type "C" markers on Type 'A' berm ends; incidental extension of private drain pipes to be incorporated into the berm construction; and all other work as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

The contract unit price paid per square foot for "Asphalt Pathway Widening" 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, sawcutting, excavating, loading, off hauling, disposing of materials, subgrade preparation and compaction, tack coat, and furnishing, placing, spreading, and compacting base rock and asphalt concrete to the specified depth and all other work as shown on the Plans, as specified in the Standard Specifications, the

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

The contract unit price paid per square foot for "New Asphalt Pathway" 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, subgrade preparation and compaction, tack coat, and furnishing, placing, spreading, and compacting base rock and asphalt concrete to the specified depth and all other work as shown on the Plans, as specified in the Standard Specifications, the State Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

The contract unit price paid per square foot for "Patch Pave Asphalt Ditch" 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, subgrade preparation and compaction, tack coat, and furnishing, placing, spreading, asphalt concrete to the specified depth and all other work as shown on the Plans, as specified in the Standard Specifications, the State Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

SPECIAL PROVISIONS SECTION SP-20 CRACK SEALING

(BID ITEM NO. 19)

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.

Contractor shall note that crack sealing work shall only be performed in the City of Lafayette and the Town of Moraga where indicated on the Quantity Summary pages found in Appendix D.

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

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 COAT

(BID ITEM NO. 20, 21 and 21A)

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 MICRO-SURFACING AND FIBERIZED MICRO-SURFACING

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

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

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

Fiberized micro-surfacing shall consist of micro-surfacing with the addition of fibers as specified in these special provisions.

Materials

Micro-Surfacing Emulsion (MSE) – Emulsion for micro-surfacing and fiberized micro-surfacing shall be a polymer modified cationic quickset (PMCQS-1h), shall be homogenous and shall conform to the provisions of these special provisions. The polymer shall be milled or blended into the asphalt or blended into the emulsifier solution prior to the emulsification process. Polymer solids must be a minimum of 3.0% by weight of the emulsion's residual asphalt. Provide a certificate of compliance certifying the amount of polymer.

Fiber used in the fiberized micro surfacing shall be FORTA Surface-EXT fiber, or equivalent alkali and acid resistant fiber, meeting the following specifications:

Material Property	Requirement
Material	Alkali Resistant Glass
Zirconium (ZrO ₂) Content	16.0% min
Fiber Length / Form	0.25 in (6 mm) – 0.50 in (12 mm)
Filament Diameter	0.000546 in (14 μm)

Tensile Strength	250 ksi (1,700 MPa)
Modulus of Elasticity	10,000 ksi (72 GPa)
Softening Point	1,580°F (860°C)
Density	0.097 lb/in ³ (2.68 g/cm ³)

Mixing, Production, and Quality Control

Aggregate, mineral filler, PMCQS-1h, fiber, water, and additives, including the set-control agent, if used, shall be proportioned by volume utilizing the mix design approved by the Engineer.

The fiber shall be added at a rate of 0.20% to 0.25% by weight of dry aggregate or 4.0-5.0 lbs/ton.

The fibers may be added by a mounted hydraulic feeding system. The continuous feed system shall automatically dispense fiber into the pub-mil at an adjustable feeding rate. Alternatively, the mixer-spreader trucks may be equipped with a fiber chopper, fiber storage and control systems for injecting fibers into the micro surfacing mix.

The system shall be powered by the main hydraulic system of the mixer-spreader truck and turn on/off with the main start of the mixer-spreader truck.

The contractor shall have a system in place to record total fiber added vs. tons of dry aggregate placed to verify accurate dosing in compliance with project specifications.

The fibers shall be added by means of automatic injection into the micro surfacing pug-mill at a consistent application rate which is adjustable to meet the approval of the Engineer.

Placing

After the initial break of the micro surfacing and within a maximum of 2 hours after placement the micro surfacing shall be rolled with a pneumatic tire roller meeting the-following requirements:

- Pneumatic 9.3 tons minimum weight
- Pneumatic The roller shall be equipped with 7 total wheels, 4 in the rear and 3 in the front of the roller with an equipped water sprayer system.

The roller shall make a minimum of three complete passes on the surface prior to the road being opened to traffic

Micro surfacing shall be traffic ready within 60 minutes of being applied to roadway surface. The term "Traffic Ready" means allowing uncontrolled traffic on the roadway surface.

Placement of the micro surfacing shall cease a minimum of one hour before the expiration of the road closure hours as specified in "Maintaining Traffic" of these special provisions, unless the

Contractor proves to the satisfaction of the Engineer that the surface will be ready for unrestricted traffic at the expiration of the road closure hours.

SP21-03 TOLERANCES

Tolerances for individual materials, as well as the bituminous seal coat mixtures, are as follows:

- 1) After the designed residual point asphalt content is determined, a one percentage point (1%) variation will be permitted.
- 2) The percent of aggregate passing each sieve shall not vary more than 4.0% from the Job Mix Formula (JMF).
- 3) The percent of aggregate passing shall not go from the high end to the low of the specified range of any two successive sieves.
- 4) The slurry consistency shall not vary more than 0.5 cm from the JMF after field adjustments.
- 5) The <u>average</u> rate of application of the seal coat mixture shall not be less than the specified rate when measured for any contiguous area of 5,000 square feet. When the total theoretical volume of seal coat mixture is less than that calculated at the minimum application rate, the contract price shall be reduced proportionately.

SP21-04 RUBBERIZED CHIP SEAL

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

The Contractor shall note that the scrap tire CRM shall consist of ground or granulated rubber derived from any combination of automobile tires, truck tires, or tire buffings. The Contractor shall submit a Certificate of Compliance certifying that the asphalt rubber binder contains a minimum of 300 pounds (equivalent to 15% by weight) of crumb rubber derived from 100% California waste tires.

SP21-05 MEASUREMENT AND PAYMENT

The contract unit price paid per square yard "Micro-Surfacing, Type II" and "Fiberized 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 with or without fiber, 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 (NOT USED) SPECIAL PROVISIONS SECTION SP-23 (NOT USED)

SPECIAL PROVISIONS SECTION SP-24

COLD PLANE ASPHALT CONCRETE

(BID ITEM NO 9)

SP24-01 GENERAL

The provisions of Section 13, "Cold Planing", of the Technical Provisions of the Standard Specifications shall apply in their entirety except as modified or supplemented herein.

Work includes milling pavement conforms adjacent to the existing concrete gutter lip in the portion of the work performed in Contra Costa County.

Cold planing shall be performed so as not to produce fumes or smoke. The cold planing machine shall be capable of planing the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation. The depth, width, and shape of the cut shall be as indicated on the detail in Appendix E or as directed by the Engineer. The final cut shall result in a uniform surface conforming to the detail. The outside lines of the planed area shall be neat and uniform. The PCC gutters to remain in place shall not be damaged in any way by the planing.

SP24-02 MATERIAL REMOVAL

The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, shall be removed and disposed of outside the street right-of-way in accordance with the provisions of Section 6-16, "Disposal Outside Project Limits", of the General Provisions of the Standard Specifications. Removal operations of planed material shall be concurrent with planing operations, unless otherwise directed by the Engineer. The Contractor shall provide and operate a street sweeper during all cold planing activities to ensure the planed surface is free of all loose material. The Contractor shall immediately remove any incidental pavement grindings resulting from the cold planing from roadway areas open to public traffic.

Cold planed material from this project or any other source shall not be used on this project unless otherwise allowed in these Special Provisions and approved by the Engineer. The material to be excavated by cold planing may contain reinforcing fabric and/or other particles that are a by-

product of asphalt concrete. The City makes no guarantee that the material excavated by cold planing will be reusable or recyclable. No additional compensation shall be allowed to the Contractor if the cold planed material is not reusable or recyclable. Any testing (if required) by the disposal site shall be arranged and paid for by the Contractor.

SP24-03 MEASUREMENT AND PAYMENT

The quantities to be paid will be measured irrespective to the number of passes required to cold plane the areas to the specified measurement as shown on the Plans.

The contract prices paid per square yard for "Cold Plane Asphalt Concrete Pavement", shall be considered full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved, including, but not limited to, conform grinding, loading, hauling, disposing of planed material, and street sweeping, 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 will be allowed therefor.

SPECIAL PROVISIONS SECTION SP-25 CONCRETE CONSTRUCTION

(BID ITEM NO. 22-25)

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 sidewalk, driveway, curb, gutter, and curb ramps shall conform to the latest applicable Contra Costa County (CCC) Public Works Department "Standard Plans" unless otherwise specified or modified by Contract Documents. All new concrete construction shall include installation of a subbase consisting of a minimum six (6)-inch-thick layer of Class 2 aggregate base, conforming to SP-18, compacted to 95% relative compaction. Work also includes constructing dowelled connections between new and existing facilities.

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

Replacement of non-compliant curb ramps and construction of curb ramps at locations where no curb ramp exists may require the removal and replacement of sidewalk and curb and gutter beyond the limits of the new curb ramp to allow the ramp layout to conform to the latest ADA requirements. To transition to the grades between the limit of the ramp and the adjacent sidewalk a minimum of one sidewalk panel and/or one section of curb and gutter between the ramp and the nearest concrete joint may have to be removed and replaced. The estimated

quantities for sidewalk and curb and gutter to transition between the new ramp and the existing sidewalk are included in the bid items for the removal and replacement of sidewalk and curb and gutter.

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

SP25-02 CONCRETE REQUIREMENTS

All concrete shall receive a light broom finish.

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

Concrete mix shall include ½ pound of lamp black per cubic yard to achieve the desired color.

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

SP25-03 MINOR CONCRETE

Curb and gutter shall match existing curb and gutter configuration except that 6 inches of base rock shall be placed under new curb and gutter and gutter cross slopes greater than 5 percent shall be flattened to 5 percent where feasible. Engineer shall provide field direction for adjusting cross slopes.

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

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 CA74. All dowels shall have a minimum 1½" 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 CURB RAMP CONSTRUCTION AND PEDESTRIAN AND BICYCLIST SAFETY

The Contractor shall provide a safe path of travel for pedestrians when replacing curb ramps, sidewalks or driveways. Curb ramps shall be replaced within a maximum of three (3) days from demolition of the existing improvements.

At intersections, only two (2) curb ramps at a time shall be removed and replaced. These two (2) curb ramps shall be the ones located diagonally from each other. Curb ramps on one street across from each other shall be removed and replaced at different times to allow for a safe path of travel for pedestrians. The sequencing of removal and replacement of curb ramps shall be addressed in the traffic control plans.

SP25-05 DETECTABLE WARNING SURFACE

Detectable warning surfaces shall consist of raised truncated does constructed or installed on curb ramps, in conformance with the details shown on the plans and these Special Provisions. The detectable warning surface shall be prefabricated. The color of the detectable warning surface shall be **yellow** conforming to Federal Standard 595B, Color No. 33538

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

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

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

All protective plastic coverings shall be removed from the detectable warning surface prior to opening for pedestrian traffic.

SP25-04 CONFORM PAVING

The 18" space in the adjacent pavement 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 shall be included in the cost of the concrete curb and gutter, 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 "Concrete Curb and Gutter" and per square foot for "Concrete Sidewalk," "Concrete Valley Gutter" and "Concrete Curb Ramp with Detectable Panel" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals necessary to complete the work, including but not limited to-sawcutting; excavation and preparing subbase; dewatering; loading, hauling, and disposal of spoils; forming, placing, and finishing concrete; backfill; conform paving; doweled connections; setting tactile surfaces in accordance with manufacturer's instructions, and all other work necessary to construct the facility complete and in place as shown on the plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

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

SPECIAL PROVISIONS SECTION SP-26 TEMPORARY PAVEMENT DELINEATION

(BID ITEM NO. 27)

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. 28-42)

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.

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 TRAFFIC SIGNS

(BID ITEM NO. 48 and 49)

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

SP28-01 GENERAL

Sign posts shall be galvanized 1-3/4" square Ulti-Mate square post systems or approved equal. Refer to Appendix B, "Sign Post and Accessories," for post and hardware details.

All signs shall be installed with a minimum of 7' vertical clearance measured from the lowest point of the sign panel to the ground surface, unless otherwise specified on the plans.

SP28-02 MEASUREMENT AND PAYMENT

The contract unit price paid per each for "Relocate Existing Sign on New Post" and "New Sign and Post" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals for doing all work involved in backfilling excavations, installing signs on new posts complete in place, including concrete footing, mounting hardware and new sign panels where required, and all other work as shown on the Plans, as specified by these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

SPECIAL PROVISIONS SECTION SP-29 SURVEY MONUMENT

(BID ITEM NO. 44)

SP29-01 GENERAL

Existing survey monument frame, cover and concrete collars shall be removed while protecting the existing monuments where shown on the plans or as directed by the Engineer. When the plans call for the adjustment of monument frame and cover to grade, a new monument frame and cover shall be used for the adjustment. Monument frame and cover adjustments and installation of new frame and covers over monuments shall be in accordance with the details shown on County Standard Plan CA40, "Street Survey Monument." Frames, covers, and concrete collars shall be furnished and installed by the Contractor.

For monuments requiring resetting due to disturbance by the Contractor's operation, a licensed land surveyor shall perform the work and all costs shall be at the Contractor's expense.

Survey monument adjustments shall be made after the final surface treatment has been installed. If permanent asphalt concrete paving cannot be placed the same day that the monument frame and collar are installed, Contractor shall place and maintain temporary asphalt concrete until the permanent pavement is placed.

SP29-02 MEASUREMENT AND PAYMENT

The Contract Price paid per each for "Adjust or Install New Monument Frame and Cover" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals necessary; including but not limited to- excavation; removing and restoration of asphalt concrete pavement; protecting existing monuments; removing concrete collar and existing frame and cover; constructing new concrete collar; installation of new monument frame and cover, placement, maintenance, and removal of temporary asphalt concrete around the monument, and all other work to completely install the monument in place as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

SPECIAL PROVISIONS SECTION SP-30 MISCELLANEOUS CONSTRUCTION

(BID ITEM NO. 45-47)

SP30-01 GENERAL

Miscellaneous work covered under this section includes:

- Pathway backing
- Remove and Restack Rock Wall
- Pathway Header Board with Steel Stakes or Attached to Fence Posts

SP30-02 PATHWAY BACKING

Contractor shall place pathway backing along the edge of the finish course of new asphalt concrete pathway paving. Pathway backing shall consists of clean native material, select fill, aggregate base to best match the existing surrounding condition. Prior to placing pathway backing all deleterious material such as leaves and mulch shall be removed from the area to be covered with pathway backing. Select fill and pulverized materials shall have maximum-size aggregates less than two (2) inches and be free of organic particles. Aggregate base shall be Class II conforming to SP-19.

Pathway backing along unconfined edges of pavement is typically 2 feet wide, placed to the top of pavement finished grade, and sloped to match adjacent grades at a maximum slope of 3 to 1, horizontal to vertical. Materials shall be appropriately moisture-conditioned prior to placement. Select fill shall be compacted to 90% relative compaction. Aggregate base and pulverized

material shall be compacted to 95% relative compaction. Pathway backing shall be trimmed neatly and compacted in place on the same day that the material is placed.

SP30-05 PATHWAY HEADERBOARD WITH STEEL STAKES

Timber members shall be installed in accordance with the details shown on the Plans and in shall conform to applicable provisions of Section 57, "Timber Structures", and Section 58, "Preservative Treatment of Lumber, Timber and Piling", of the State Specifications, these Special provisions and as directed by the Engineer.

All timber members to be used as header boards shall be Ground Contact Rated, Pressure Treated Douglas Fir.

Pressure treatment shall conform to AWPA C2 (for ground contact), and shall be marked with an AWPA, or AWPB stamp. All field cuts shall be field treated in accordance with AWPA M4.

SP30-06 REMOVE AND RESTACK ROCK LANDSCAPE WALL

The dry stack rock landscape walls shall be removed to allow for the construction of sidewalk improvements and/or ramp improvements. Upon completion of the sidewalk improvements the rock wall shall be reconstructed behind the sidewalk substantially conforming with the previous appearance and design.

SP30-07 MEASUREMENT AND PAYMENT

The contract price paid per square foot for "Pathway Shoulder Backing" shall be considered as full compensation for furnishing all labor, tools, equipment, and incidentals and for doing all work involved, including but not limited to- providing, placing, and compacting various fill material, and all other work as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

The contract unit price paid per lineal foot for "Pathway Header Board with Steel Stakes" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals for doing all work involved in constructing the header board, complete in place, including treated timber, fasteners, steel stakes, splice boards, field treatment of the cut wood, and all other hardware and connection, as shown on the plans, as specified in the State Specification and these Special Provisions, and as directed by the Engineer.

The contract unit price paid per lineal foot for "Remove and Restack Rock Landscape Wall" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals for doing all work involved in removing and restacking rock landscape wall, complete in place, excavation, placement and backfill to match existing grades as shown on the plans, as specified in the State Specification and these Special Provisions, and as directed by the Engineer.