

CITY OF LAFAYETTE

3675 Mt. Diablo Boulevard, Suite 210
(925) 284-1951
www.ci.lafayette.ca.us



NOTICE TO CONTRACTORS BID PROPOSAL CONTRACT AGREEMENT CONTRACT SPECIAL PROVISIONS

FOR

CITY OF LAFAYETTE 2023 PATHWAY PROJECT

Project No. 014-9737

**Bid Opening Date
Thursday, May 11, 2023, 2:00 p.m.**

NOTICE TO CONTRACTORS

Sealed proposals will be accepted at the office of the City Clerk, 3675 Mt. Diablo Boulevard, Suite 210, Lafayette, California until 2:00 P.M., Thursday, May 11, 2023, at which time they will be publicly opened and read, for construction of **City of Lafayette, 2023 Pathway Project, Project No. 014-9737**, including, but not limited to: mobilization; traffic control and construction signage; potholing utilities; clearing and grubbing including tree protection, and trimming; removal and disposal of asphalt concrete pavement and subgrade, concrete and asphalt curb, gutter, flatwork, wood retaining walls and fences; construction of minor concrete structures, concrete and/or asphalt curb, gutter, driveways, pathways, asphalt concrete pavement, storm drain facilities, wood fences, wood retaining walls, metal beam guard rail, traffic stripes, markers, and markings; adjustment of utility covers; installation of survey monuments; and all other miscellaneous work as shown on the Plans and as described in the Specifications to provide a complete project.

The Engineer's cost estimate is \$725,000.

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

This project shall be constructed in accordance with the March 2013 edition of the City of Lafayette Standard Specifications, which may be obtained at the City of Lafayette website on the link:

<https://www.lovelafayette.org/city-hall/city-departments/engineering/city-construction-projects/standard-specifications>.

Bids shall be submitted in a sealed envelope titled "**Proposal: City of Lafayette, 2023 Pathway Project, Project No. 014-9737**".

The Contractor shall possess a Class "A" license at the time this contract is awarded.

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

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

Time of completion allowed for this project will be **sixty (60) working days**. Bidder's attention is directed to the order of work stated in Section 5 of the Special Provisions.

Questions regarding the project Plans or Specifications may be directed to Tim Clark, Associate Engineer's, (925) 299-3245.

The plan holders list, as well as the City Standard Specifications, the Project Special Provisions and the General Prevailing Rates of Wages applicable to this work may be downloaded free of charge from the City of Lafayette web site at <http://www.ci.lafayette.ca.us> (click on *Public Works and Construction* under the Quick Links sidebar on the homepage, then *City Construction Projects; 2023 Pathway Project, Project No. 014-9737* is accessible under *Projects Bidding*).

CITY OF LAFAYETTE

Date: 4/10/2023

By: /s/
Matt Luttropp, Engineering Services Manager

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**CITY OF LAFAYETTE
CALIFORNIA
BID PROPOSAL
2023 PATHWAY PROJECT
PROJECT No. 014-9737**

TO THE CITY COUNCIL OF THE CITY OF LAFAYETTE:

In compliance with the annexed notice inviting sealed proposals, the undersigned bidder hereby proposes and agrees to perform the work therein described and to furnish all labor, materials and equipment necessary therefor, in accordance with the Plans and Specifications therefor, and further agrees to enter into a contract therefor, at the following prices:

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
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(SEE ATTACHED BID SCHEDULE)

- NOTES:
- All unit prices shall be considered the prices for providing a complete, in-place facility.
 - In the event of a discrepancy between the unit price and item total on the Bid Schedule, the unit price shall be used.

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

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

o o o

2023 PATHWAY PROJECT
PROJECT NO. 014-9737
BID SCHEDULE

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization (SP-12)	1	LS		
2	Project Identification Signs (City Furnished) (SP-12)	6	EA		
3	Construction Area Signs (SP-13)	12	EA		
4	Traffic Control (SP-14)	1	LS		
5	Clearing and Grubbing, Vegetation and Tree Trimming, and Tree Protection (SP-16)	1	LS		
6	Remove Trees (SP-16)	6	EA		
7	Adjust Existing Utility Valve Frame and Cover to Grade (SP-17)	1	EA		
8	Adjust Water Meter Box to Grade (SP-17)	4	EA		
9	Remove Asphalt Concrete Driveway, Pathway, or Shoulder (SP-17)	14,067	SF		
10	Remove Concrete Driveway and Sidewalk (SP-17)	301	SF		
11	Remove Asphalt Berm (SP-17)	692	LF		
12	Remove Sign Post (SP-17)	2	EA		
13	Remove Chain Link Fence (SP-17)	352	LF		
14	Remove Wood Kickboard and Posts (SP-17)	206	LF		
15	Remove Storm Drain Pipe Various Sizes (SP-17)	28	LF		
16	Remove Catch Basin (SP-17)	2	EA		
17	Remove Type A Inlet Top and Grate and Replace with Type 'J' Top (SP-23)	2	EA		
18	Concrete Curb Ramp With Detectable Panel (SP-23)	359	SF		
19	Concrete Curb and Gutter (SP-23)	89	LF		
20	Zurn Modified Trench Drain (SP-23)	5	LF		
21	Type 'E' Inlet (SP-23)	1	EA		
22	Type 'G' Inlet (SP-23)	1	EA		
23	Type I Manhole (SP-23)	1	EA		
24	15-Inch HDPE Pipe (SP-24)	54	LF		
25	Extend Private Drain Pipe (SP-24)	3	EA		
26	Overlay AC Driveway or Conform Paving (SP-22)	564	SF		
27	Pavement Repair (6-Inch) (SP-22)	566	SF		
28	Road Widening (SP-22)	1,115	SF		

2023 PATHWAY PROJECT
PROJECT NO. 014-9737
BID SCHEDULE

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
29	AC Driveway or Pathway on 6" Class II AB (SP-22)	13,468	SF		
30	AC Pathway on Drain Rock (SP-22)	80	SF		
31	Type 'A' Asphalt Dike/Berm (SP-22)	1,519	LF		
32	Type 'C' Asphalt Dike/Berm (SP-22)	141	LF		
33	Install Sign on New Post (SP-28)	1	EA		
34	Remove Pavement Markers and Thermoplastic Stripes and Markings (SP-17)	1	LS		
35	Detail 27B- Fog Line (SP-25)	778	LF		
36	12" Thermoplastic Stripe (SP-25)	82	LF		
37	Thermoplastic Pavement Lengends and Markings (SP-25)	100	SF		
38	Metal Beam Guard Railing (New Corten) (SP-27)	352	LF		
39	3/4 Wrap Guard Rail End Section (SP-27)	2	EA		
40	Pathway Header Board with Steel Stakes (SP-29)	1,347	LF		
41	Timber Retaining Wall (SP-29)	80	LF		
42	Remove and Replace Wood Retaining Wall Lagging (SP-29)	1,950	SF		
43	Remove and Replace Wood 3-Rail Fence (SP-29)	280	LF		
44	6' Board on Board Wood Fence (SP-29)	360	LF		
45	Shoulder Backing (SP-29)	2,810	SF		
46	Grade Earth Ditch (SP-29)	316	LF		
47	Install 15-Gallon Tree (City to Provide Tree) (SP-29)	4	EA		
48	Remove and Restack Existing Rock Landscape Wall (SP-29)	8	LF		
	TOTAL BID				

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

o o o

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

License No. _____ Class _____

o o o

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

o o o

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

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

therefor.

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

NONCOLLUSION DECLARATION

The undersigned declares:

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

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

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

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

_____, _____.
City State

By: _____
Signature

Name: _____
Printed or Typed

Date: _____

Title: _____

PROPOSAL GUARANTEE

BID BOND

2023 PATHWAY PROJECT

PROJECT No. 014-9737

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

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 2023.

BIDDER _____

SURETY _____

Subscribed and sworn to this ____ day of _____, 2023.

NOTARY PUBLIC _____

PROPOSAL SIGNATURE SHEET

The completed proposal submitted herewith includes all sheets numbered "P-1 through P-9" at the bottom. The following required attachments have been executed and are included:

- a. Bid Proposal (with Addenda acknowledgement)
- b. Bid Schedule
- c. Noncollusion Declaration
- d. Proposal Guarantee "Bid Bond" with Notarized Signatures
- e. Proposal Signature Sheet
- f. Public Works Contractor Registration Certification

Legal Name of Firm: _____

Business Address: _____

Telephone Number: () _____

Type of Organization: () Individual () Partnership () Corporation

Joint Venture Proposal?: () Yes () No

Authorized Signature: _____

Name: _____

Position: _____

Date of Execution: _____

For a partnership, name all co-partners below,
For a corporation, name president, secretary, treasurer and manager.

NAME

TITLE

Corporate Seal:

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

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/PublicWorks/PublicWorks.html> for additional information.

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

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

Name of Contractor: _____

DIR Registration Number: _____

Contractor further acknowledges:

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

Signature: _____

Name and Title: _____

Dated: _____

CITY OF LAFAYETTE
CONTRACT AGREEMENT
FOR
CONSTRUCTION

THIS AGREEMENT is made and entered into as of _____, 2023, by and between the CITY OF LAFAYETTE ("City") and _____ ("Contractor").

RECITALS

- A. City desires to retain the services of Contractor to provide services for Construction of **2023 Pathway Project, Project No. 014-9737**, including, but not limited to: mobilization; traffic control and construction signage; potholing utilities; clearing and grubbing including tree protection, and trimming; removal and disposal of asphalt concrete pavement and subgrade, concrete and asphalt curb, gutter, flatwork, wood retaining walls and fences; construction of minor concrete structures, concrete and/or asphalt curb, gutter, driveways, pathways, asphalt concrete pavement, storm drain facilities, wood fences, wood retaining walls, metal beam guard rail, traffic stripes, markers, and markings; adjustment of utility covers; installation of survey monuments; and all other miscellaneous work as shown on the Plans and as described in the Specifications to provide a complete project.
- B. Contractor has represented to City that it has the expertise, experience and qualifications to perform the services described in Paragraph A, above, and those services which are more fully described below.

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

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

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

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

CONTRACTOR: _____

- 13. Authorized Signature. Contractor affirms that the signatures, titles, and seals set forth hereinafter in execution of this contract agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.
- 14. Entire Agreement; Modification. This contract supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described in Paragraph A of the Recitals herein above. Each party to this contract acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this contract shall not be valid or binding. Any modification of this contract will be effective only if signed by the party to be charged.
- 15. Claims Procedure. In the event of a dispute between the parties regarding a) a time extension demand, b) payment arising for work performed by or on behalf of the contractor which is not otherwise expressly provided for, or c) an amount the payment of which is disputed by the City, the procedure in Section 10 of the City of Lafayette Standard Specifications shall be used.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this ____ day of _____ 2023.

Contractor: _____
<Type Business Name Here>

Name: _____

Title: _____

Contractor's License No. _____

Agency Business License No. _____

Federal Tax Identification No. _____

Subscribed and sworn to this ____ day of _____ 2023.

Notary Public _____

Agency: _____
City Manager of the City of Lafayette

Attested: _____
City Clerk of the City of Lafayette

Date: _____

PAYMENT BOND

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

WHEREAS, the City of Lafayette (Owner) has awarded to _____, as Contractor, a contract for the work described as follows: Construction of **2023 Pathway Project, Project No. 014-9737**, including, but not limited to: mobilization; traffic control and construction signage; potholing utilities; clearing and grubbing including tree protection, and trimming; removal and disposal of asphalt concrete pavement and subgrade, concrete and asphalt curb, gutter, flatwork, wood retaining walls and fences; construction of minor concrete structures, concrete and/or asphalt curb, gutter, driveways, pathways, asphalt concrete pavement, storm drain facilities, wood fences, wood retaining walls, metal beam guard rail, traffic stripes, markers, and markings; adjustment of utility covers; installation of survey monuments; and all other miscellaneous work as shown on the Plans and as described in the Specifications to provide a complete project.

AND WHEREAS, said Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materials persons, and other persons as provided by law;

NOW, THEREFORE, we, the undersigned Contractor and surety, are held firmly bound unto the Owner in the sum of _____ Dollars (\$_____), for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if said Contractor, its heirs, executors, administrators, successors, or assigns, or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3282, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in any amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to the Owner in an amount to be fixed by the court.

This bond shall insure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this ____ day of _____, 2023.

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

PERFORMANCE BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Lafayette (Owner) has awarded to _____, as Contractor, a contract for the work described as follows: Construction of **2023 Pathway Project, Project No. 014-9737**, including, but not limited to: mobilization; traffic control and construction signage; potholing utilities; clearing and grubbing including tree protection, and trimming; removal and disposal of asphalt concrete pavement and subgrade, concrete and asphalt curb, gutter, flatwork, wood retaining walls and fences; construction of minor concrete structures, concrete and/or asphalt curb, gutter, driveways, pathways, asphalt concrete pavement, storm drain facilities, wood fences, wood retaining walls, metal beam guard rail, traffic stripes, markers, and markings; adjustment of utility covers; installation of survey monuments; and all other miscellaneous work as shown on the Plans and as described in the Specifications to provide a complete project..

AS WHEREAS, the Contractor is required to furnish a bond in connection with said contract guaranteeing the faithful performance thereof;

NOW, THEREFORE, we, the undersigned Contractor and surety, are held firmly bound unto the Owner in the sum of _____ Dollars (\$ _____), to be paid to the Owner, its successors and assigns, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That if said Contractor, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in the foregoing contract and any alteration thereof made as therein provided on its or their part to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Owner, its officers, and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to the Owner in an amount to be fixed by the court. Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration, or addition to said contract, and of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligations on or under this bond; and said surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract, and of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligations on or under this bond; and said surety does hereby waive notice of any such amendment, change extension of time, alteration, or addition to said contract, and of any feature or item or items of performance required therein or thereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this ____ day of _____, 2023.

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

SPECIAL PROVISIONS SECTION SP-1

GENERAL
(NO BID ITEM)

SP1-01 REFERENCES

The work to be done under this contract, except as modified or supplemented herein, shall conform to the following:

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

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

- The State of California Department of Transportation (Caltrans) Standard Specifications, For Construction of Local Streets and Roads, 2018 Edition, herein referred to as the “State Specifications” or “State Standard Specifications”.
- The State of California Department of Transportation (Caltrans) Standard Plans, 2018 Edition, herein referred to as the “State Standard Plans”.
- The Contra Costa County Public Works Department Standard Plans, most current edition, herein referred to as the “County Standard Plans”.

These Special Provisions are additions, modifications, or clarifications to the referenced Standard Specifications and generally supersede the referenced or applicable sections of said Standard Specifications. Refer to Section 5-4, “Precedence of Contract Documents”, of the General Provisions of the Standard Specifications for the order of precedence of Contract Documents. Where ambiguity or conflict exist in the interpretation of precedence, the provision resulting in the highest quality or most expensive grade of construction or product shall govern.

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

SPECIAL PROVISIONS SECTION SP-4

PLANS AND SPECIFICATIONS (GENERAL)

(NO BID ITEM)

The provisions of Section 4, “Plans and Specifications (General),” of the General Provisions of the Standard Specifications shall apply in their entirety and as supplemented herein.

SP4-01 SCOPE OF WORK

The work to be performed under this contract including, but not limited to: mobilization; traffic control and construction signage; potholing utilities; clearing and grubbing including tree protection, and trimming; removal and disposal of asphalt concrete pavement and subgrade, concrete and asphalt curb, gutter, flatwork, wood retaining walls and fences; construction of minor concrete structures, concrete and/or asphalt curb, gutter, driveways, pathways, asphalt concrete pavement, storm drain facilities, wood fences, wood retaining walls, metal beam guard rail, traffic stripes, markers, and markings; adjustment of utility covers; installation of survey monuments; and all other miscellaneous work as shown on the Plans and as described in the Specifications to provide a complete project.

SP4-02 PAYMENT

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

SPECIAL PROVISIONS SECTION SP-5

CONTROL OF WORK AND MATERIALS

(NO BID ITEM)

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

SP5-01 CONSTRUCTION SURVEY STAKING

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

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

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

SP5-02 MATERIAL SAMPLING AND TESTING

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

If a test shows that materials or work in question fails to meet the Specifications, retests shall be taken after the Contractor takes corrective measures. Retests shall be repeated until a passing test is obtained. All costs incurred by the City in retesting shall be deducted from the money due to the Contractor.

SP5-03 SUBMITTALS

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

- Aggregate Base Class 2 (Material Source)
- Asphalt Concrete Mix Designs of All Types
- Portland Cement Concrete Mix Designs of All Types
- Detectable Domes for Curb Ramps
- Storm Drain Inlet Grates and Covers
- Pipes
- Retaining Wall Lagging
- Fence Lumber
- Guard Railing and Posts
- Pavement Markers

- Thermoplastic Striping Material
- Sign and Post Materials
- Water Pollution Control Plan
- Waste Management Plan
- Traffic Control Plan and Certification of Qualified Personnel
- CAL/OSHA Excavation Permit

SP5-04 ORDER OF WORK

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

- 1) Notify Underground Service Alert (USA) to have utilities marked
- 2) Install construction area signs and project identification signs and changeable message signs one week in advance of the start of work on a specific street or work area
- 3) Install water pollution control measures
- 4) Install tree protection
- 5) Submit waste management plan prior to commencing any demolition work
- 6) Perform utility potholing work to confirm depths of existing utility lines. No additional excavation work will be permitted until Contractor's Utility Pothole Log (Appendix C to Standard Specifications) is submitted to the Engineer
- 7) Clearing, grubbing, and tree and vegetation trimming
- 8) Reference survey monuments, manhole covers, and valve covers
- 9) Remove, repair, modify, and/or construct storm drain facilities
- 10) Remove, replace, and/or construct concrete curb, gutter, curb ramp, sidewalk, and other flatwork
- 11) Remove existing pathway surfacing in conflict with new improvements
- 12) Remove existing fences and repair wood retaining walls
- 13) Construct new fences and pathway header boards
- 14) Construct pathway subgrade
- 15) Install guard rails
- 16) Place asphalt concrete berms
- 17) Pave asphalt pathways and driveways
- 18) Place temporary roadway delineation
- 19) Place permanent striping, markers and legends

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

The Contractor's attention is directed to Section SP-8-2, "Progress Schedule", of these Special Provisions.

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

SP5-05 PAYMENT

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

SPECIAL PROVISIONS SECTION SP-6

LEGAL RELATIONS AND RESPONSIBILITIES

(NO BID ITEM)

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

SP6-01 PUBLIC NOTIFICATIONS

Notification requirements in Section 6-10, 6-12.3, and 6-13 of the Standard Specifications General Provisions shall apply. Notices for driveway closures must be issued each time a driveway access is restricted and must indicate the specific date and time of the anticipated restricted access.

Contractor shall note that Valley Waste Management, listed in Section 6-10, is no longer a service provider for Lafayette properties. The new solid waste company is Republic Services and they may be reached at (925) 685-4711.

SP6-02 CORDINATION WITH WASTE/RECYCLING OPERATIONS

The Contractor shall not impair or impede waste hauler and recycling operations scheduled to be conducted within the project area. It is the Contractor's responsibility to determine which waste haulers and recycling operators are scheduled to operate within the project area and to develop a project schedule that will not impair or impede the waste haulers or recycling operations. Contractor acknowledges that he is aware that various haulers and operators operate on different days on different streets within the project area.

SP6-03 PAYMENT

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

SPECIAL PROVISIONS SECTION SP-7

EXISTING UTILITIES
(NO BID ITEM)

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

Contractor shall pothole all existing utilities that may be in conflict with the proposed work and shall document the location and depth of these utilities on the Utility Pothole Log, included in the Appendix of these Special Provisions.

The Contractor shall confirm all utilities are below the designed storm drain line. Contractor shall take precautions to protect manholes, valves, and similar facilities within areas to receive pavement grinding.

If the Contractor determines that utilities are in conflict with the proposed storm drain line the Contractor shall notify the Engineer immediately.

The City reserves the right to make adjustments in the grades and/or alignment of the proposed improvements to avoid obstructions. Where it becomes necessary to rearrange the obstructions for the construction of the proposed improvements, the Contractor shall assume responsibility for notifying the City and for coordination of this work. In either case, no additional compensation shall be allowed to the Contractor for delays or inconveniences. The Contractor may request the City adjust the contract working days by an equal number of days that it takes to resolve the obstructions, if the controlling item of work is delayed.

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 the Contractor’s responsibility to verify the contact information and perform the coordination as required by Contract.

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

SP7-02 PAYMENT

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

SPECIAL PROVISIONS SECTION SP-8

PROGRESS OF WORK

(NO BID ITEM)

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

SP8-01 PRE-CONSTRUCTION MEETING

A Zoom pre-construction meeting for this project will be held on **Thursday, June 1 at 2:00 p.m.** The Contractor shall submit all required bonds, insurance, and signed contracts prior to this meeting. The Notice to Proceed will be issued to the Contractor after 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 progress schedule;
- Clarifications of any questions regarding the contract Plans and Special Provisions;
- Review of traffic control procedures;
- Prior to the preconstruction meeting the Contractor shall provide a Cal/OSHA trenching permit;

SP8-02 PROGRESS SCHEDULE

The Contractor shall submit the construction progress schedule to the Engineer at the pre-construction meeting. Contractor shall also submit an updated schedule by no later than Friday morning of each work week, and as requested by the Engineer per Section 8-2, "Progress Schedule," of the General Provisions of the Standard Specifications.

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

SP8-03 WORKING HOURS

Without prior written approval by the Engineer, and except for emergency work, work or activity of any kind shall be limited to the hours from 8:00 a.m. to 4:30 p.m. Monday through Friday. Contractor's attention is directed to hours for lane closures in Section SP-14 of these Special Provisions.

SP8-04 TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall complete the entire Work in this Contract within **sixty (60)** working days from the start date, including completion of all "Punch List" work. Liquidated damages shall be assessed per Section 8-10, "Liquidated Damages," the General Provisions of the Standard Specifications.

The count of working days for this project will start no later than Monday, June 12, 2023.

SP8-05 PAYMENT

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

SPECIAL PROVISIONS SECTION SP-9, 10, 11 (NOT USED)

SPECIAL PROVISIONS SECTION SP-12

MOBILIZATION

(BID ITEM NO. 1 AND 2)

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

SP12-01 MEASUREMENT AND PAYMENT

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

The Contract Price paid for each "**Project Identification Sign (City Furnished)**" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals, and for doing all the work involved in coordinating with the City to obtain the sign, transporting, installing signs on barricades, maintaining signs, removing signs and barricades, and returning signs to the City as specified in the Standard Specifications and these Special Provisions and as directed by the Engineer and no additional compensation will be allowed therefor.

SPECIAL PROVISIONS SECTION SP-13

CONSTRUCTION AREA SIGNS

(BID ITEM NO. 3)

SP13-01 GENERAL

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

operators of subsurface installations (USA-Underground Service Alert: 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.

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

SP13-02 MEASUREMENTS AND PAYMENT

Construction area signs shall be counted and paid based on the number of sign panels installed regardless of the number of sign posts installed.

The Contract Price paid per each for “**Construction Area Sign**” shall be considered as full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals, and for doing all work involved in furnishing, erecting, maintaining, and removing all construction area signs, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor.

SPECIAL PROVISIONS SECTION SP-14

TRAFFIC CONTROL

(BID ITEM NO. 4)

SP14-01 GENERAL

Work shall conform to the requirements of Section 6-12, “Traffic Control,” of the General Provisions and Section 15-4, “Removal of Existing and Temporary Traffic Stripes and Pavement Markings,” of the Technical Provisions of the Standard Specifications. Nothing in these Special Provisions shall be construed as relieving the Contractor from his/her responsibilities as specified in said sections. Any traffic striping or markings that are removed due to any phase of work shall be replaced, or 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.

SP14-02 PATHWAY ACCESS

During construction activities that require the closure of sidewalks or pathways pedestrians shall be detoured through the construction site. An additional flagger shall be available to escort individuals past the active construction operations. On Pleasant Hill Road if the pedestrians are detoured to the opposite side of the street while a crossing guard is in place a Springhill Road the contractor shall provide a flagperson to serve as a crossing guard at the Reliez Valley Road crossing. At the end of each day's operations the pathway shall be brought to a serviceable condition for pedestrian use.

SP14-03 LANE CLOSURES AND LANE CLOSURE HOURS

"Traffic Lane" shall be defined as that portion of the roadway for the movement of a single line of vehicles.

"Lane Closure" shall be defined as the temporary closure of a portion or the full width of an existing traffic lane. The temporary shifting of an existing traffic lane to shoulders, parking areas, medians or other areas of the roadway shall be considered a lane closure.

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 two (2) flagmen are required when lane closures result in only one (1) open lane for two-directional traffic. The Contractor shall provide communication equipment, approved by the Engineer for flagmen.

Lane closures on Quandt Road shall be as follows:

- Lane closures will be allowed between the hours of 8:00 am and 4:30 PM, Monday through Friday.

Lane closures on Reliez Valley Road shall be as follows:

- May 29 through August 11, road closure hours shall be 8:00 am to 4:30 pm Monday through Friday.
- August 14 through end of the project, road closure hours shall be 9:00 am to 4:30 pm Monday through Friday.

Lane closures on Pleasant Hill Road shall be as follows:

- May 29, through August 11, road closure hours shall be 9:00 am to 4:30 pm Monday through Friday.
- August 14 through end of the project, road closure hours shall be 9:00 am to 2:00 pm Monday through Friday.

Emergency vehicles shall be provided with immediate access through the construction area at all times. If work is not in progress during allowed lane closure hours and a traffic lane is closed, the Engineer may order the lane opened to public traffic.

SP14-04 NOT USED

SP14-05 FAILURE TO COMPLY

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

If the Contractor fails to provide traffic control measures in conformance with the submitted traffic control plan, the Engineer may at his sole discretion issue a written warning to the Contractor. The warning shall indicate the location, date, and time of the failure to provide adequate traffic control. After the Second written warning, any violation of the traffic control provisions of the contract documents shall constitute grounds for the City to levy a penalty against the Contractor in the amount of \$500 per incident. Each hour of contract work activity occurring without traffic control as required by contract shall constitute a separate incident for the purpose of assessing the penalty. Contractor shall note that the above provisions are in addition to remedies and enforcement actions specified in Section 6-12.9 referenced above. This penalty shall be deducted from any money due to the Contractor under the Contract.

SP14-06 MEASUREMENT AND PAYMENT

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

Traffic Control required by work which is classified as extra work, as provided in Section 9.3, "Extra Work", of the General Provisions of the Standard Specifications, will be paid for as part of said extra work.

SPECIAL PROVISIONS SECTION SP-15

DUST CONTROL
(NO BID ITEM)

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

SP15-01 GENERAL

Whenever the presence of dust becomes a problem, the Contractor shall furnish and apply dust control measures including street sweeping to alleviate the problem. If, in the opinion of the Engineer, the presence of dust has become a problem, the Engineer will specify a dust palliative in accordance with the provisions of the Standard Specifications, which the Contractor shall furnish and apply.

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.

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, VEGETATION AND TREE TRIMMING, PROTECTION, AND REMOVAL

(BID ITEM NO. 5 and 6)

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

SP16-01 GENERAL

The limits of clearing and grubbing shall be of sufficient area and depth to allow unobstructed access to 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 addition to requirements of the Standard Specifications, clearing and grubbing work shall also include removing and/or relocating landscape borders, decorative rocks, and similar decorative features that conflict with planned construction. Where they occur, Contractor shall salvage these

features by placing removed items in a neat stack at an adjacent location on the property frontage to be designated by the Engineer.

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

Trees to be removed with a diameter less than 6-inches measured 1 foot off the ground shall be paid as Clearing and Grubbing.

Tree removal shall include grinding the remaining stump to a depth of 18” below finish grade or as necessary to clear other improvements and removal and disposal of resulting debris.

SP16-02 MEASUREMENT AND PAYMENT

The contract lump sum price paid for “**Clearing & Grubbing, Vegetation and Tree Trimming, and Tree Protection**” and per each for “**Remove Tree**” shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals, and for doing all the work involved in implementing tree protection measures, clearing and grubbing, tree trimming, removal and all other work as shown on the Plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

SPECIAL PROVISIONS SECTION SP-17

EXISTING HIGHWAY FACILITIES

(BID ITEM NO. 7-16 and 34)

SP17-01 GENERAL

Work shall consist of removing, abandoning, relocating, or protecting existing facilities which interfere with construction. Work performed in connection with various existing highway facilities shall conform to applicable provisions of Section 7, “Existing Utilities,” of the General Provisions, Section 2, “Clearing and Grubbing,” and Section 22, “Protection and Restoration of Existing Improvements,” of the Technical Provisions of the Standard Specifications, these Special Provisions, and as directed by the Engineer.

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

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

All excavation resulting from removals shall be backfilled with Class II aggregate base and compacted to 95% relative compaction.

SP17-02 REMOVALS

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

Removals of existing road facilities not considered to be included in other Contract Work include— Concrete or asphalt concrete driveway, pathway, sidewalk, shoulder, and other flatwork; concrete curb and gutter; asphalt berms, storm drain pipes, and structures; object markers, retaining wall lagging and steel beam posts, and signs and sign posts. All other removals as shown on the drawings and as directed by the Engineer to accommodate new construction as intended by Contract, for which no specific Bid Item is shown, shall be considered as incidental work.

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

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

Removals in preparation for new construction shall extend to a depth and width that is sufficient to accommodate the new improvements to be constructed, including any necessary subgrade.

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

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

SP17-03 MONUMENTS AND PROPERTY CORNERS

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

SP17-04 NOT USED**SP17-05 NOT USED****SP17-06 ADJUSTING EXISTING UTILITY FRAMES AND COVERS TO GRADE**

Work shall consist of protecting the existing utility frames, covers and riser pipe in place and shall include all work necessary to work around the existing facilities during all phases of work. Contractor shall adjust all frames, covers and riser pipes to finished grade in conformance with Section 22-9 of the Technical Provisions of the Standard Specifications. Extension of a riser pipe shall be made using material similar to the existing, and the two pipes shall be mechanically connected to provide a smooth interior with no offset or obstruction.

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

Utility covers to be paved over shall be carefully referenced out using spray chalk or similar non-permanent marking media prior to placing the overlay. Utility cover locations shall be painted on the pavement surface immediately after paving to ensure they can be found in an emergency.

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

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

SP17-07 UTILITY BOX ADJUSTMENTS

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

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

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

SP17-08 NOT USED

SP17-09 MEASUREMENT AND PAYMENT

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

The lump sum contract price paid for “**Remove Pavement Markers and Thermoplastic Stripes and Markings**” shall be considered full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in removing stripes, markings, markers, and delineation of all kinds to construct the pavement overlay, and areas where existing or temporary markers and markings are in conflict with those shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensations shall be made therefor.

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

The contract prices paid per linear foot for “**Remove Asphalt Berm**” 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 Sign Post**” shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals, and for doing the work involved in removing existing sign posts where designated 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.

The contract unit prices paid per each for **“Adjust Existing Utility Valve Frame and Cover to Grade”** shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals necessary to raise the frames and covers to meet EBMUD standards, including but not limited to- locating, referencing, and setting marks; all coordination work; raising the facility to finished grade; placement of concrete collars and temporary and permanent asphalt concrete; and all other work as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor. Contract quantities may be reduced or eliminated based on work to be performed by others. No adjustment in the bid item price shall be allowed due to any change in contract quantities.

The contract unit prices paid per each for **“Adjust Water Meter Box to Grade”** shall include full compensation for relocating and or adjusting existing water meters boxes to grade, including installing a new box as required, and for all required excavation, backfilling and compaction work and for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in adjusting the facilities to grade complete in place, as shown on the plans and/or standard plans, and as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation will be allowed therefor. These items may be eliminated from the contract and the work performed by EBMUD.

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

The Contract Prices paid per each for **“Remove Catch Basin”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to excavate, sawcut, remove, and dispose of the existing facilities, including shoring and backfill where required, and all other work as noted on the plans, as specified by these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

The Contract Prices paid per linear foot for **“Remove Chain Link Fence”** and **“Remove Wood Kickboard and Posts”** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to remove chain link fence, kickboard, and support posts, disposal and or salvage 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.

SPECIAL PROVISIONS SECTION SP-18 (NOT USED)

SPECIAL PROVISIONS SECTION SP-19

AGGREGATE BASE

(NO BID ITEM)

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

SP19-01 MEASUREMENT AND PAYMENT

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

SPECIAL PROVISIONS SECTION SP-20 (NOT USED)

SPECIAL PROVISIONS SECTION SP-21 (NOT USED)

SPECIAL PROVISIONS SECTION SP-22

ASPHALT CONCRETE

(BID ITEM NO. 26-32)

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.

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

Asphalt Concrete shall be placed in accordance with section 9-5 "Placement" of Technical Provisions of the Standard Specification. Type I, 3/4" maximum sized aggregate (MSA) asphalt mix shall be used for all pavement repairs and skin patches.

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

SP22-01 NOT USED**SP22-01 DRIVEWAYS AND PATHWAYS**

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

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

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

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

SP22-02 ASPHALT BERM (DIKE)

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

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

Berms shall be reduced to 2-inches in height at driveways. The top of the berm at driveways shall be compacted with a vibraplate, or similar compactor, at the time of placement. Driveway and shoulder

conforms adjacent to any asphalt concrete berms shall be placed and compacted at the same time as the berms to achieve a monolithic construction.

The ends of new 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.

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

SP22-03 MEASUREMENT AND PAYMENT

The contract unit prices paid per square foot for "**AC Driveway, Pathway on 6" Class II AB**", "**AC Pathway on Drain Rock**", "**Overlay AC Driveway and Conform Paving**" and "**Road Widening**" 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- subgrade preparation; cleaning; tack coat; furnishing, placing, spreading, and compacting required base materials and asphalt concrete to the specified depth; and all other work as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

The contract unit prices paid per linear foot for "**Type 'A' Asphalt Dike/Berm**" and "**Type 'C' Asphalt Dike/Berm**" 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.

SPECIAL PROVISIONS SECTION SP-23

CONCRETE CONSTRUCTION

(BID ITEM NO. 17-23)

The provisions of Section 17, "Concrete Construction," of the Technical Provisions of the Standard Specifications shall apply in their entirety except as modified or supplemented herein. Section 17-7 of said Technical Provisions shall also apply to construction of storm drain inlets.

SP23-01 GENERAL

All new curb, gutter, and storm drain structures shall conform to the latest applicable Contra Costa

County (CCC) Public Works Department “Standard Plans” unless otherwise specified or modified by Contract Documents. All new concrete construction shall include installation of a subbase consisting of a minimum six (6)-inch-thick layer of Class 2 aggregate base, conforming to SP-19, compacted to 95% relative compaction. Work also includes constructing dowelled connections between new and existing facilities.

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

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

future private drain connections. Pipe shall extend a minimum of 6 inches beyond the outside wall of the structure and as directed by the engineer. Pipe shall be capped with a PVC cap.

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

SP23-02 CONCRETE REQUIREMENTS

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

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

SP23-03 MINOR CONCRETE CONSTRUCTION

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

Curb ramps shall be 6” concrete over 6” class II AB.

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 used in connections between new and existing facilities shall be #4 rebars, 12" long. The dowels shall be in drilled holes, secured with epoxy, and spaced in conformance with the details shown on CCC Standard Plan CA74i and these Special Provisions. All dowels shall have a minimum 1½" concrete cover.

Trench drain frame shall be ZURN Z726-HPD with ductile iron grate P874-21-HPD or approved equal.

All new storm drain inlets shall have one 4" PVC schedule 40 pipe stubbed into the structure for

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

SP23-04 PATH OF TRAVEL TACTILE SURFACES

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

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."
2. Division of the State Architect - Access Compliance (DSA-AC) approved detectable warning products as provided in the California Code of Regulations (CCR) Title 24, Part 2, Section 205 definition of "Detectable Warning."

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

SP23-05 CONFORM PAVING

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

SP23-06 MEASUREMENT AND PAYMENT

The Contract Price paid per linear foot for **“Zurn Modified Trench Drain”**, **“Concrete Curb and Gutter”** per square foot for **“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, furnishing, placing, and finishing concrete; backfill; conform paving; doweled connections; setting tactile surfaces in accordance with manufacturer’s instructions, and all other work necessary to construct the facility complete and in place as shown on the plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

The Contract Price paid per each for **“Remove Type A Inlet top and Grate and Replace with Type J Top”**, **“Type ‘E’ Inlet”**, **“Type ‘G’ Inlet”** and **“Type I Manhole”** shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals for doing all work involved, including but not limited to- sawcutting; removals where needed; excavation and preparing subbase; dewatering; loading, hauling, and disposal of spoils; forming, placing, and finishing concrete; installing frames and grates; doweled connections; backfill; conform paving and all other work necessary to construct the facility complete and in place as shown on the plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

“Concrete Curb Ramp with Detectable Panel” shall be measured as the ramp area up to the outer most groove line defining the ramp, up to and including the adjacent retaining curb where it exists,

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

SPECIAL PROVISIONS SECTION SP-24**STORM DRAINS**

(BID ITEM NO. 24-25)

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

SP24-01 CONNECTIONS

Connections between new and existing storm drain pipes and structures shall be made with a concrete collar per details shown on the Project Plans. Openings in existing structures shall be made with care so as to minimize damage to the structure wall, with the minimum clearance practicable to properly seat the connecting pipe into the opening. The connection point shall be grouted smooth. Extensive damage that is deemed by the Engineer to compromise the integrity of the structure shall

be repaired by replacing the structure or the entire wall face. Concrete shall conform to the requirements of SP-23 of these Special Provisions.

SP24-02 SLURRY CEMENT BACKFILL

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

SP24-03 MEASUREMENT AND PAYMENT

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

SPECIAL PROVISIONS SECTION SP-25

PAVEMENT STRIPING, MARKERS AND DELINEATION

(BID ITEM NO. 35-37)

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

SP25-01 GENERAL

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

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

SP25-02 MEASUREMENT AND PAYMENT

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

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

The Contract Prices paid per linear foot for **various stripes and striping details, and** per square foot for **“Thermoplastic Pavement Legends & Markings,”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, including any necessary cat tracks, dribble lines and layout work; and all other work as shown on the Plans, the State Standard Plans, and as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

SPECIAL PROVISIONS SECTION SP-26-NOT USED

SPECIAL PROVISIONS SECTION SP-27

METAL BEAM GUARD RAILING

(BID ITEM NO. 38-39)

SP27-01 GENERAL

All work shall conform to the requirements of Section 83, “Railing and Barriers”, of the State Specifications, applicable Standard Plans, and as shown on the Plans and as directed by the Engineer.

SP27-02 MATERIALS

The Contractor shall furnish and install all new wood posts, blocks, corten-treated railing and all hardware. All existing posts, blocks and hardware shall be removed and disposed of.

All hardware (nuts, bolts, washers), posts, and blocks shall conform to the requirements of Section 83, “Railing and Barriers”. All hardware shall be galvanized and shall conform to the specifications of ASTM Designation: A242. Bolt heads and washers shall be painted brown to match the corten-treated railing.

SP27-03 LAYOUT

The MBGR face of guard rail shall conform to the plans.

The exact location of MBGR, flares and end sections will be determined in the field by the engineer.

SP27-04 INSTALLATION

The Contractor shall notify USA at (800) 227-2600 prior to the start of MBGR work and pothole, as necessary, to verify the location and depth of underground utilities.

All materials needed to complete the MBGR construction shall be in the Contractor's possession before beginning the guard railing work. MBGR installation must be coordinated with all other work, such as berm, sidewalk, etc.

SP27-05 MEASUREMENT AND PAYMENT

The contract prices paid per linear foot for "**Metal Beam Guard Railing (New Corten)**", and price per each for "**3/4 Wrap Guard Rail End Section**" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals needed to complete the work, including, but not limited to, potholing for utilities, furnishing and installing posts, blocks, railing, hardware, end sections, SFT cable anchor terminal systems, paint, barricades, and all other work as shown on the Plans and as specified in the State Standard Specifications, the State Standard Plans and these Special Provisions, and as directed by the Engineer.

SPECIAL PROVISIONS SECTION SP-28

TRAFFIC SIGN
(BID ITEM NO. 33)

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

SP28-01 GENERAL

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

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

Signs posts shall be galvanized 2" Ulti-Mate square post systems or approved equal.

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

SP28-02 MEASUREMENT AND PAYMENT

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

SPECIAL PROVISIONS SECTION SP-29**MISCELLANEOUS CONSTRUCTION**

(BID ITEM NO. 40-48)

SP29-01 GENERAL

Miscellaneous work covered under this section includes:

- Shoulder backing
- Pathway Header Board with Steel Stakes or Attached to Fence Posts
- Remove and Replace Wood Retaining Wall Lagging
- Timber Retaining Wall
- Remove and Replace 3-Rail Fence
- 6' Board on Board Wood Fence
- Remove and Restack Rock Landscape Wall
- Grade earth ditch
- Install Tree

SP29-02 SHOULDER BACKING

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

Shoulder backing along unconfined edges of pavement is typically 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. Shoulder backing behind tops of berms and curbs shall be within half an inch of top of curb/berm, and sloped to match adjacent grades as described above. Materials shall be appropriately moisture-conditioned prior to placement. Select fill shall be compacted to 90% relative compaction. Aggregate base and pulverized material shall be compacted to 95% relative compaction. Shoulder backing shall be trimmed neatly and compacted in place on the same day that the material is placed.

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

SP29-03 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 headerboards shall be Ground Contact Rated, Pressure Treated Douglas Fir.

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

SP29-04 REMOVE AND REPLACE RETAINING WALL LAGGING AND CONSTRUCT NEW TIMBER RETAINING WALL

The contractor shall excavate and remove and replace the wood lagging as shown on the project plans. Removed material shall be disposed of outside the project limits in accordance with the provisions of Section 6-16, Disposal Outside Project Limits", of the General Provisions of the Standard Specifications.

Timber lagging used for the retaining walls shall be 4"x12" pressure treated ground contact rated douglas fir.

The contractor shall excavate a minimum of 1 foot in front of the retaining wall to remove and replace lagging. New lagging shall be gaped with ¼ galvanized steel shims (nuts may be used), the excavation shall be backfilled with Class II permeable material wrapped in filter fabric.

New retaining wall shall be constructed per Contra Costa County Standard Detail CB10 with 1½" diameter steel pipe posts with a max wall height of 1'. The area behind the retaining wall shall be backfilled native material.

SP29-05 REMOVE AND REPLACE 3 RAIL WOOD FENCE AND CONSTRUCT 6' BOARD ON BOARD FENCE

The contractor shall remove and salvage redwood fence boards, redwood posts and carriage bolts and nuts. Salvaged materials shall be delivered to the City of Lafayette corporation yard located at 3001 Camino Diablo Boulevard. Carriage bolts and nuts shall be delivered in 5 gallon plastic buckets and redwood boards and posts shall be neatly stacked. All other removed materials including pressure treated lumber shall be disposed of outside the project limits in accordance with the provisions of Section 6-16, Disposal Outside Project Limits", of the General Provisions of the Standard Specifications.

Fence posts, fence rails, and fence boards shall be redwood construction heart grade. Pathway header boards attached to fence posts shall be ground contact rated pressure treated douglas fir. All redwood materials shall be treated with "CABOTS CLEAR SOLUTION" water sealer prior to fabrication.

Fence rails shall be attached with 3/8" carriage bolts with a plain washer. Recess bolt heads flush with the fence rail. Header board shall be attached to fence rails with deck screws.

Fence posts to be attached to existing steel retaining wall supports shall be made with 1/2"X8" galvanized bolts, nut and plain washer. Existing hardware may not be reused.

Post hole drilling and installation of new fence posts shall be coordinated so that post holes are left open a minimum amount of time. The bottom of holes shall be cleaned such that no more than 2 inches of loose soil remains in the hole prior to the placement of concrete.

SP29-06 REMOVE AND RESTACK ROCK LANDSCAPE WALL

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

SP29-07 GRADE EARTH DITCH

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

SP29-07 INSTALL TREE

The provisions of Section 20, "Landscaping", of the Technical Specifications of the Standard Specifications shall apply in their entirety except as modified or supplemented herein.

All trees shall be provided and delivered to the site by the City of Lafayette. Contractor is required to provide a minimum of one week written notice for the delivery of the plant materials.

The Contractor shall provide all required topsoil for plantings.

SP29-10 MEASUREMENT AND PAYMENT

The contract price paid per linear foot for **“Shoulder Backing”** shall be considered as full compensation for furnishing all labor, tools, equipment, and incidentals and for doing all work involved, including but not limited to- providing, placing, and compacting 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 Price paid per square foot for **“Remove and Replace Wood Retaining Wall Lagging”**, and per linear foot for **“Timber Retaining Wall”** shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals for doing all work in removing and replacing wood lagging or constructing new wood retaining walls, complete in place, including excavation, dewatering, backfill, filter fabric, compaction, treated timber, steel pipe posts, and field treatment, fasteners, and all other hardware and connections, as shown on the plans, and specified in these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

The contract Price paid per linear foot for **“Remove and Replace Wood 3-Rail Fence”** and **“6’ Board on Board Wood Fence”** shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals for doing all work in removing and replacing or constructing fences with header boards complete in place, including removal and disposal of pressure treated lumber; construction of redwood fencing, header boards, and all other hardware and connections, as shown on the plans, and 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 **“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.

The contract unit price paid per lineal foot for **“Grade Earth Ditch”** shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals for doing all work involved, including but not limited to removing vegetation, excavation, hauling and disposal of spoils, grading, and all other work as shown on the plans, as specified in the State Specification and these Special Provisions, and as directed by the Engineer.

The Contract price paid per each for **“Install 15-Gallon Tree (City to Provide Tree)”** shall include full compensation for furnishing all labor, tools, equipment, and incidentals to perform all work to excavate, and install planting materials, including but not limited to excavation, backfill, plant tablets, plant staking, mulch, topsoil and staking as shown on the plans, as specified in the Standard Specifications and these Special Provision and as directed by the Engineer, and no additional compensation will be allowed therefor.