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

2024 SURFACE SEAL PROJECT

Project No. 014-9740

Bid Opening Date
Wednesday, May 1st, 2024, 2:00 p.m.

TABLE OF CONTENTS

	Page No.
NOTICE TO CONTRACTORS	N-1
BID PROPOSAL	P-1
BID SCHEDULE	P-2
NONCOLLUSION DECLARATION	P-6
PROPOSAL GUARANTEE "BID BOND" WITH NOTORIZED SHEETS	
PROPOSAL SIGNATURE SHEET PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION	
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION	P-9
CONTRACT AGREEMENT FOR CONSTRUCTION	
PAYMENT BOND	
PERFORMANCE BOND	C-5
SPECIAL PROVISIONS	
SECTION SP 1 – GENERAL	S1
SECTION SP 2 – NOT USED	
SECTION SP 3 – NOT USED	
SECTION SP 4 – PLANS AND SPECIFICATIONS (GENERAL)	S1
SECTION SP 5 – CONTROL OF WORK AND MATERIALS	S2
SECTION SP 6 – LEGAL RELATIONS AND RESPONSIBILITIES	S6
SECTION SP 7 – EXISTING UTILITIES	S7
SECTION SP 8 – PROGRESS OF WORK	S9
SECTION SP 9 – NOT USED	
SECTION SP 10 – NOT USED	
SECTION SP 11 – NOT USED	
SECTION SP 12 – NOT USED	
SECTION SP 13 – MOBILIZATION	S11
SECTION SP 14 – TRAFFIC CONTROL	S12
SECTION SP 15 – DUST CONTROL	S17
SECTION SP 16 – CLEARING & GRUBBING, TREE AND VEGETATION TRIMMING	S17
SECTION SP 17 – EXISTING HIGHWAY FACILITIES	S18
SECTION SP 18 – AGGREGATE BASE	S20
CECTION CD 10 ACDUALT DAVEMENT	can

SECTION SP 20 – CRACK SEALING	.S22
SECTION SP 21 – SEAL COAT	.S23
SECTION SP 22 – NOT USED	
SECTION SP 23 CONCRETE CONSTRUCTION	.S25
SECTION SP 24 – NOT USED	
SECTION SP 25 – NOT USED	
SECTION SP 26 – TEMPORARY PAVEMENT DELINEATION	S28
SECTION SP 27 – PAVEMENT STRIPING, MARKERS AND DELINEATION	S28
SECTION SP 28 – MISCELLANEOUS CONSTRUCTION	S30

APPENDIX A: WASTE MANAGEMENT PLAN INSTRUCTIONS

APPENDIX B: STANDARD PLANS

APPENDIX C: CONTRACTORS POTHOLE LOG

APPENDIX D: STAGING AREA LOCATION AND LIMITS

APPENDIX E: RESIDENT NOTIFICATION LETTERS

APPENDIX F: CALTRANS ENCROACHMENT PERMIT

APPENDIX G: PROJECT NOTIFICATION SIGNS

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., Wednesday, May 1st, 2024, at which time they will be publicly opened and read, for: Construction of 2024 Surface Seal Project, Project No. 014-9740, including, but not limited to: mobilization; traffic control and construction signage; clearing and grubbing including tree and vegetation trimming; traffic striping, marking and marker removal; removal and disposal of asphalt concrete pavement, asphalt pathways, asphalt berms; removal and disposal of concrete curb, gutter, sidewalk, driveway, and curb ramps; construction of concrete and reinforced concrete curb, gutter, sidewalk, driveway, and curb ramps; resetting existing pavers; construction of asphalt concrete pathway; construction of asphalt berms; asphalt concrete pavement repairs, crack seal; micro surfacing; traffic stripes, markers, and markings; signage installation; and all other miscellaneous work as shown on the Plans and as described in the Specifications to provide a complete project.

The Engineer's cost estimate is \$1,675,000.

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

This project shall be constructed in accordance with the <u>March 2013</u> edition of the City of Lafayette Standard Specifications, available free of charge on the City's website or for purchase through the City of Lafayette Engineering Services Division. The cost of the Standard Specifications is \$20 per set; the cost of mailing is an additional \$8.

Bids shall be submitted in a sealed envelope titled "Proposal: 2024 Surface Seal Project, Project No. 014-9740".

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

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

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

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

Time of completion allowed for this project will be seventy five **(75) working days**. Bidder's attention is directed to the schedule stated in Section SP-8 of the Special Provisions.

Questions regarding the project plans or specifications may be directed to Tim Clark, City Engineering Office, (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*; **2024 Surface Seal Project** is accessible under *Projects Bidding*). Or you may contact the Engineering Assistant at (925) 284-1951.

CITY OF LAFAVETTE

			CITI OF EMPATEITE
Date:	3/27/2024	By:	
	·	•	Tim Clark, Assistant Engineer

ITEM

CITY OF LAFAYETTE CALIFORNIA

BID PROPOSAL

2024 SURFACE SEAL PROJECT PROJECT No. 014-9740

TO THE CITY COUNCIL OF THE CITY OF LAFAYETTE:

ESTIMATED

ITEM

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

UNIT

NO.	DESCRIPTION	<u>QUANTITY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>TOTAL</u>	
		(SEE ATT	ACHED BID SO	CHEDULE)		
NOTES:	- All unit price	s shall be consid	ered the price	es for providing a	complete, in-place faci	lity.
	- In the event unit price sh		between the	unit price and it	em total on the Bid Sch	edule, the
			000			
Bidder ackr	nowledges the red	eipt of the follow	ving addenda	to the drawings	and specifications.	
Addendum	No.	<u>Date</u>	<u>Adde</u>	ndum No.	<u>Date</u>	

000

CITY OF LAFAYETTE 2024 SURFACE SEAL PROJECT - NO. 014-9740

BID SCHEDULE

BASE BID

ITEM NO.	ITEM DESCRIPTION		ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	(SP-13)	1	LS		
2	Traffic Control	(SP-14)	1	LS		
3	Clearing and Grubbing, Tree and Vegetation Trimming	(SP-16)	1	LS		
4	Remove AC Berm Various Sizes	(SP-17)	450	LF		
5	Remove 6" Curb	(SP-17)	61	LF		
6	Remove Concrete Curb and Gutter	(SP-17)	332	LF		
7	Remove Concrete Driveway	(SP-17)	455	SF		
8	Remove Concrete Sidewalk	(SP-17)	1,455	SF		
9	Remove Asphalt Pathway	(SP-17)	6,370	SF		
10	Pavement Repair (3-Inch)	(SP-19)	8,425	SF		
11	Pavement Repair (6-Inch)	(SP-19)	17,274	SF		
12	Pavement Grind/Leveling Course (3-Inch)	(SP-19)	5,754	SF		
13	Asphalt Conform Paving	(SP-19)	2,795	SF		
14	AC Berm (Type 'A' and 'C')	(SP-19)	450	LF		
15	Crack Seal	(SP-20)	1	LS		
16	Micro-Surfacing, Type II	(SP-21)	125,582	SY		
17	M1-6 Curb	(SP-23)	372	LF		
18	Modified M1-6 curb	(SP-23)	96	LF		
19	Glue Down M 3-6	(SP-23)	648	LF		
20	Concrete Curb and Gutter S1-6	(SP-23)	345	LF		
21	Reinforced S1-6 Concrete Curb and Gutter	(SP-23)	145	LF		
22	Concrete Sidewalk	(SP-23)	1,483	SF		
23	Reinforced Sidewalk/Driveway	(SP-23)	850	SF		
24	Concrete Driveway	(SP-23)	730	SF		
25	Concrete Curb Ramp with Detectable Panel	(SP-23)	164	SF		
26	Remove and Reset Pavers	(SP-28)	57	SF		
27	Remove Existing Pavement Markers and Thermoplastic Stripes and Legends	(SP-17)	1	LS		
28	Temporary Pavement Delineation	(SP-26)	1	LS		
29	Thermoplastic Legends and Markings	(SP-27)	3,118	SF		
30	4" White Thermoplastic Stripe	(SP-27)	276	LF		
31	6" White Thermoplastic Stripe	(SP-27)	5,487	LF		
32	12" White or Yellow Thermoplastic Stripe	(SP-27)	6,435	LF		

ITEM NO.	ITEM DESCRIPTION		ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
33	Green Thermoplastic Bike Lane Marking	(SP-27)	2,827	SF		
34	Yield Line	(SP-27)	98	LF		
35	Detail 2- Dashed Centerline with Reflectors	(SP-27)	2,266	LF		
36	Detail 9- Dashed Lane Line with Reflectors	(SP-27)	14,080	LF		
37	Detail 11- Dashed Lane Line	(SP-27)	1,008	LF		
38	Detail 21-Centerline without Reflectors	(SP-27)	550	LF		
39	Detail 22- Centerline with Reflectors	(SP-27)	5,983	LF		
40	Detail 25A - Left Edge Line with Reflectors	(SP-27)	8,665	LF		
41	Detail 27B - Fog Line	(SP-27)	16,697	LF		
42	Detail 27C - Dashed Right Edge Line	(SP-27)	128	LF		
43	Detail 29 - Double Yellow Median Island with Reflectors	(SP-27)	1,115	LF		
44	Detail 32 - Two-Way Left Turn Lanes with Reflectors	(SP-27)	844	LF		
45	Detail 37 - Lane Drop at Exit Ramps	(SP-27)	373	LF		
46	Detail 38- Chanelizing Stripe with Reflectors	(SP-27)	2,672	LF		
47	Detail 38A-Chanelizing Stripe without Reflectors	(SP-27)	243	LF		
48	Detail 38B- Chanelizing Stripe with Reflectors on Both Sides	(SP-27)	217	LF		
49	Detail 39 - Bike Lane Solid Line	(SP-27)	15,859	LF		
50	Detail 39A - Bike Lane Dashed Line	(SP-27)	1,219	LF		
51	Detail 40- Lane Line Extension through Instersection	(SP-27)	69	LF		
52	Intsall Thermoplastic Parking "T"	(SP-27)	93	EA		
53	Curb Paint	(SP-27)	1,736	LF		
54	Painted Yellow Curb with Reflectors	(SP-27)	417	LF		
55	Pavement Marker Array	(SP-27)	4	EA		
56	Install Two-Way Reflective Pavement Markers (Blue)	(SP-27)	28	EA		
57	Remove Existing Delineators	(SP-28)	30	EA		
58	Remove Existing Sign and Post	(SP-28)	7	EA		
59	Relocate Existing Sign on New Post	(SP-28)	2	EA		
60	New Sign and Post	(SP-28)	2	EA		
61	New Roundabout Directional Signs	(SP-28)	3	EA		
62	Topsoil and Mulch	(SP-28)	956	SF		
63	4" Irrigation Sleeves	(SP-28)	20	LF		
64	Shoulder Backing	(SP-28)	300	SF		
	TOTAL BASE BID					

Attention Bidders:

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

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

000

In conformance with Subsection 2-13 "Listing of Proposed Subcontractors" of the Standard Specifications, the name and location of the place of business of each subcontractor is as follows:

	<u>NAME</u>	DIR NUMBER	ADDRESS	WORK TO BE PERFORMED
1.				
2.				
3.				
4.				
5.				
			000	
Bido follo		nat he is licensed in accorda	ance with an act provic	ling for the registration of Contractors as
Lice	nse No		Class	
			0.00	

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

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

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

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

NONCOLLUSION DECLARATION

The undersigne	d declares:			
I am the		of		, the party making the foregoing bid.
	Title		Firm	
company, associated the bid price, the bidder has not, the contents to partnership, co	ciation, organization or directly or indider has not only or indirectly, so or indirectly, so or of the bidder or of that of any directly or indirectly or indirectly or divumpany association	tion, or corportion,	oration. The control of the control	ralf of, any undisclosed person, partnership, The bid is genuine and not collusive or sham. solicited any other bidder to put in a false or colluded, conspired, connived, or agreed with refrain from bidding. The bidder has not in any communication, or conference with anyone to to fix any overhead, profit, or cost element of atements contained in the bid are true. The or her bid price or any breakdown thereof, or data relative thereto, to any corporation, repository, or to any member or agent thereofid, and will not pay, any person or entity for
venture, limite	d liability comp	pany, limited	d liability	bidder that is a corporation, partnership, joint partnership, or any other entity, hereby and does execute, this declaration on behalf of
		=		ne State of California that the foregoing is true
				Date
	 City		State	·
Dv.				
Ву:	Signature			
Name:				
Nume.	Printed or Type	ed .		
Date:				
Title:				
		P.	6	

PROPOSAL GUARANTEE

BID BOND

2024 SURFACE SEAL PROJECT

PROJECT No. 014-9740

KNOW ALL	PERSONS BY THESE PRESENTS that	, as BIDDER, and
Owner, in the percent of the	, as SURETY, are held and firmle penal sum of do do e total amount bid by BIDDER to Owner for the above state and SURETY agree to be bound, jointly and severally, firmly	ollars (\$) which is tened of which is tened of which is tened.
for the above entered into	ONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER stated project, if said bid is rejected, or if said bid is acce by BIDDER in the manner and time specified, then this shall remain in full force and effect in favor of Owner.	pted and a contract is awarded and
IN WITNESS	WHEREOF the parties hereto have set their names, titles, , 2024.	, hands, and seals this day of
BIDDER _		
_		
SURETY _		
_		
Subscribed ar	nd sworn to this day of, 2024.	
NOTARY PUB	LIC	

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

Corporate Seal:				
NAME 	TIT	LE 		
For a partnership, name a For a corporation, name p	•	•	I manager.	
Date of Execution:				
Position:				
Name:				
Authorized Signature:				
Joint Venture Proposal? : (() Yes () No			
Type of Organization: ()	Individual () Pa	ortnership () C	orporation	
Telephone Number:	()			
Business Address:				
Legal Name of Firm:				

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

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

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

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

Name of Contractor:	
DIR Registration Number:	

Contractor further acknowledges:

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

Signature:	
Name and Title:	
Dated:	

CITY OF LAFAYETTE

FOR CONSTRUCTION

THIS AGREEMENT is made and entered into as of _		, 2024, by and between the CITY O
LAFAYETTE ("City") and	("Contractor").	

RECITALS

- A. City desires to retain the services of Contractor to provide services for Construction of **2024 Surface Seal, Project No. 014-9740**, including, but not limited to: mobilization; traffic control and construction signage; clearing and grubbing including tree and vegetation trimming; traffic striping, marking and marker removal; removal and disposal of asphalt concrete pavement, asphalt berms and pathways, removal and disposal of concrete curb, gutter, sidewalk and curb ramps; construction of minor concrete structures, concrete curb, gutter, sidewalk, driveway, and curb ramps; construction of concrete and reinforced concrete pathway; construction of asphalt berms; asphalt concrete pavement repairs, crack seal; micro-surfacing; traffic stripes, markers, and markings; signage installation; and all other miscellaneous work as shown on the Plans and as described in the Specifications to provide a complete project.
- B. Contractor has represented to City that it has the expertise, experience and qualifications to perform the services described in Paragraph A, above, and those services which are more fully described below.

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

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

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

CITY: City Engineer
City of Lafayette

3675 Mount Diablo Boulevard, Suite 210

Lafayette, California 94549

	CONT	RACTOR:			
					
					
					
13.	execution of this	ature. Contractor affirms that the signatures, titles, and seals set forth hereinafter in s contract agreement represent all individuals, firm members, partners, joint ventures, e officers having a principal interest herein.			
14.	written, between pertaining to the party to this colorally or otherw not embodied h	nt; Modification. This contract supersedes any and all other agreements either oral or the parties and contains all of the covenants and agreements between the parties work of improvements described in Paragraph A of the Recitals herein above. Each stract acknowledges that no representations, inducements, promises, or agreements, rise, have been made by any party, or anyone acting on behalf of any party, which are nerein, and that any other agreement, statements or promise not contained in this of the valid or binding. Any modification of this contract will be effective only if signed the charged.			
15.	. <u>Claims Procedure</u> . 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.				
and a Cont	assigns do hereby	F the parties hereto for themselves, their heirs, executors, administrators, successors, agree to the full performance of the covenants herein contained and have caused this to be executed in duplicate by setting hereunto their names, titles, hands, and seals2024.			
Cont	ractor:				
		<type business="" here="" name=""></type>			
		Name:			
		Title:			
Cont	ractor's License N	0			
		Federal Tax Identification No			
Subs	cribed and sworn	to this day of 2024.			
Nota	ry Public				
Agen	cy:				
		City Manager of the City of Lafayette			
Attes					
	ted:				
	eted:	City Clerk of the City of Lafayette			

PAYMENT BOND

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

WHEREAS, the City of Lafayette (Owner) has aw	varded to, as		
Contractor, a contract for the work described as follow 9740 , including, but not limited to: mobilization; tragrubbing including tree and vegetation trimming; traff disposal of asphalt concrete pavement, asphalt pathword, gutter, sidewalk, driveway, and curb ramps; congutter, sidewalk, driveway, and curb ramps; resetting pathway; construction of asphalt berms; asphalt contraffic stripes, markers, and markings; signage installating Plans and as described in the Specifications to provide	s: Construction of 2024 Surface Seal, Project No. 014 - affic control and construction signage; clearing and ic striping, marking and marker removal; removal and ays, asphalt berms; removal and disposal of concrete instruction of concrete and reinforced concrete curb, ag existing pavers; construction of asphalt concrete crete pavement repairs, crack seal; micro surfacing; ion; and all other miscellaneous work as shown on the		
AND WHEREAS, said Contractor is required to furnish a payment of claims of laborers, mechanics, materials pe			
NOW, THEREFORE, we, the undersigned Contractor and sum ofDollars (\$made we bind ourselves, our heirs, executors and severally, firmly by these presents.), for which payment well and truly to be		
THE CONDITION OF THIS OBLIGATION IS SUCH:			
That if said Contractor, its heirs, executors, 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 person of action to such persons or their assigns in any suit bro			
IN WITNESS WHEREOF, we have hereunto set our hazo2024.	ands and seals on this day of,		
CONTRACTOR:	SURETY		
Print 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 aware contract for the work described as follows: Construction including, but not limited to: mobilization; traffic consincluding tree and vegetation trimming; traffic striping of asphalt concrete pavement, asphalt pathways, asputter, sidewalk, driveway, and curb ramps; constructions idewalk, driveway, and curb ramps; resetting existing construction of asphalt berms; asphalt concrete pavement markers, and markings; signage installation; and all oth described in the Specifications to provide a complete p	trol and construction signage; clearing and grubbing marking and marker removal; removal and disposal chalt berms; removal and disposal of concrete curb, ion of concrete and reinforced concrete curb, gutter, g pavers; construction of asphalt concrete pathway; tent repairs, crack seal; micro surfacing; traffic stripes, ner miscellaneous work as shown on the Plans and as			
AS WHEREAS, the Contractor is required to furnish a bota faithful performance thereof;	ond in connection with said contract guaranteeing the			
NOW, THEREFORE, we, the undersigned Contractor and sum ofDollars (\$assigns, for which payment well and truly to be radministrators, successors and assigns, jointly and seve), to be paid to the Owner, its successors and nade we bind ourselves, our heirs, executors and			
THE CONDITION OF THIS OBLIGATION IS SUCH:				
That if said Contractor, its heirs, executors, 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 or performance required therein or thereunder.				
IN WITNESS WHEREOF, we have hereunto set our ha 2024.	nds and seals on this day of,			
CONTRACTOR:	SURETY			
Print Name:				
Title:	ADDRESS			
	TELEPHONE			

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

(NO BID ITEM)

SP 1-01 REFERENCE SPECIFICATIONS

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

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

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

- The State of California Department of Transportation (Caltrans) Standard Specifications, 2022, herein referred to as the "State Specifications" or "State Standard Specifications."
- The State of California Department of Transportation (Caltrans) Standard Plans, 2022 with revisions, herein referred to as the "State Standard Plans."
- The Contra Costa County Public Works Department Standard Plans, most current edition, herein referred to as the "County Standard Plans."

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

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

SPECIAL PROVISIONS SECTION SP-4 PLANS AND SPECIFICATIONS (GENERAL)

(NO BID ITEM)

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

SP4-01 SCOPE OF WORK

The work to be performed under this contract includes, but not limited to:

mobilization; traffic control and construction signage; clearing and grubbing including tree and vegetation trimming; traffic striping, marking and marker removal; removal and disposal of asphalt concrete pavement, asphalt pathways, asphalt berms; removal and disposal of concrete curb, gutter, sidewalk, driveway, and curb ramps; construction of concrete and reinforced concrete curb, gutter, sidewalk, driveway, and curb ramps; resetting existing pavers; construction of asphalt berms; asphalt concrete pavement repairs; crack seal; micro surfacing; traffic stripes, markers, and markings; signage installation; and all other miscellaneous work as shown on the Plans and as described in the Specifications to provide a complete project.

SP4-02 AS-BUILT PLANS

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

SP4-03 PAYMENT

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

SPECIAL PROVISIONS SECTION SP-5 CONTROL OF WORK AND MATERIALS

(NO BID ITEM)

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

SP5-01 MATERIAL SAMPLING AND TESTING

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

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

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

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

SP5-02 SUBMITTALS

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

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

All submittals shall be provided electronically for review. Mark each copy to identify the applicable products, models, options, and any other data. Submit the product source, specifications, gradations, certifications, bulletins and literature in sufficient detail to demonstrate that the product is in compliance with the Contract.

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

- Equipment calibration documentation for micro-surfacing equipment
- Micro-surfacing mix designs and certification of compliance
- Micro-surfacing aggregate
- Micro-surfacing asphalt emulsion
- Crack sealant material
- Aggregate Base Class 2 (Material Source)
- Asphalt Concrete Mix Designs
- Portland Cement Concrete Mix Designs

- Detectable Domes for Curb Ramps
- Traffic paint and glass beads
- Thermoplastic striping material
- Curb painting material
- Pavement markers
- Sign and Post Materials
- Water pollution control plan
- Waste management plan
- Traffic control plan and certification of qualified personnel
- Project schedule
- Caltrans Encroachment Permit

SP5-03 ORDER OF WORK

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

- 1) Submit waste management plan prior to commencing any demolition work
- 2) Notify Underground Service Alert (USA) to have utilities markedAcquire an Encroachment Permit from Caltrans
- 3) Install construction area signs and project information signs
- 4) Install water pollution control measures
- 5) Clearing, grubbing, tree, and vegetation trimming
- 6) Remove, replace, and/or construct concrete curb, gutter, curb ramp, sidewalk, driveways and flatwork
- 7) Remove and Reset pavers
- 8) Remove /install conform paving
- 9) Remove/Install AC Berms

- 10) Perform asphalt pavement repairs
- 11) Remove existing pavement markers, markings, and striping
- 12) Perform crack sealing
- 13) Install micro-surfacing on roadways to be sealed
- 14) Place temporary roadway delineation
- 15) Place permanent striping, markers and legends
- 16) Install Permanent Signage
- 17) Complete all other construction work and punch list items, including clean-up
- 18) Submit completed waste assessment summary report form

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

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

SP5-04 SUPERVISION

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

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

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

When supervision is not provided as required, the Engineer has the discretion to allow work to proceed in the interest of progress of work. In that case the City may assess the Contractor for the lack of such supervision. The assessment shall be based on the current City of Lafayette hourly

billing rate for engineering staff of \$165 per hour, plus a twenty (20) percent administrative markup multiplied the number of hours such superintendence has not been provided. The assessment shall be deducted from any amounts due to the Contractor.

SP5-05 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. Except as modified herein.

At least (2) two weeks prior to the start of construction, the Contractor shall provide schedule information to the City as well as the contractors contact information for public inquiries. The schedule shall state the phase of work (Concrete Work, Pavement Repair, Installation of Berms, Crack Seal, and Micro-surfacing) as well as the dates for this work. This information will be included in a public notice similar to the ones shown in Appendix E. Contractor shall not distribute door hangers unless directed by the engineer. The City of Lafayette will mail notices to residents in Lafayette.

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

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

SP6-02 COORDINATION WITH WASTE/RECYCLING OPERATIONS

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

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

SP6-03 INSURANCE AND INDEMNITY Contractor's attention is directed to Section 6-33 and 6-35 of the General Provisions of the Standard Specifications. The insurance protection and indemnification requirements therein shall extend to the City of Lafayette, including their officers, elected officials, agents, and employees. The required insurance policies shall name the City of Lafayette as additional insureds.

SP6-04 GAS POWERED LEAF BLOWER BAN

Per Lafayette Municipal Code Chapter 8-23 - Gas powered leaf blowers shall not be used.

The following definitions for gas powered equipment shall apply:

- a) "Gasoline powered" means any item or equipment that is powered by an internal combustion engine that runs on gasoline, diesel, or other volatile fuel.
- b) "Leaf blower" means a machine, powered by a gasoline engine or electric motor, used to blow, displace, or vacuum leaves, dirt and/or debris.

SP6-05 PERMITS AND LICENSES

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

The City of Lafayette has obtained the required encroachment permit for work in or adjacent to the State Right of Way (see Appendix F). The Contractor will be required to apply for and obtain a permit for work in the State Right of Way (double permit). The contractor shall comply with all conditions imposed by the California Department of Transportation.

SP6-06 PAYMENT

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

SPECIAL PROVISIONS SECTION SP-7 <u>EXISTING UTILITIES</u>

(NO BID ITEM)

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

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 Appendix C of these Special Provisions.

The Contractor shall confirm and review critical locations with the City prior to start of construction. Contractor shall take precautions to protect manholes, valves, and similar facilities within areas of the work.

SP7-01 UTILITY CONTACTS

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

A.	Central Contra Costa Sanitary District	925.228.9500
В.	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
Ε.	Consolidated Fire Protection District	925.930.5531
F.	Morag-Orinda Fire District	925.258-4599
G.	Comcast Cable	925.349.3300
Н.	Sprint	650.513.2545

SP7-02 PAYMENT

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

SPECIAL PROVISIONS SECTION SP-8 PROGRESS OF WORK

(NO BID ITEM)

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

SP8-01 PRE-CONSTRUCTION MEETING

A Zoom pre-construction meeting will be held on **Wednesday, May 22 at @11:00 am**. The Contractor shall submit all required bonds, insurance, and signed contracts prior to the scheduled zoom 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 are required to attend the preconstruction meeting.

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

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

SP8-02 PROGRESS SCHEDULE

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

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

SP8-03 WORKING HOURS

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

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

New Year's Day
Martin Luther King, Jr.'s birthday
Washington's Birthday
Memorial Day
Juneteenth (June 19th) Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

SP8-04 TIME OF COMPLETION AND LIQUIDATED DAMAGES

Contractor's attention is directed to SP-3 regarding the timing of award of Contract and commencement of work. The Contractor shall complete the entire work in this contract within **Seventy Five (75) working days** from the original start date including completion of all "Punch List" work. The Contractor's attention is directed to Section 8-10, "Liquidated Damages," of the General Provisions of the Standard Specifications.

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

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

SP8-05 PAYMENT

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

SPECIAL PROVISIONS SECTION SP-9 (NOT USED) SPECIAL PROVISIONS SECTION SP-10 (NOT USED) SPECIAL PROVISIONS SECTION SP-11 (NOT USED) SPECIAL PROVISIONS SECTION SP-12 (NOT USED)

SPECIAL PROVISIONS SECTION SP-13 MOBILIZATION

(BID ITEM NO. 1)

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

SP13-01 STAGING AREA

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

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

All materials brought onto the staging sites shall be completely removed within 48 hours of completion of the work that requires staging on these sites. Failure to vacate within five calendar days of the substantial completion of work will result in rent of \$1,000 per calendar day being deducted from monies owed to the Contractor. The entire contract retention amount shall be withheld for the purpose of deducting rent until Contractor vacates the staging site and restores it to preexisting condition or better. The staging area property limits are shown in the aerial photo located in Appendix D The Contractor shall be responsible for the protection of the sites and the removal of any materials placed on the sites while they are under his control. The sites may not be used until the Contractor is ready to actively execute work contained in the Contract. At no time shall any maintenance or refueling of equipment or vehicles be performed on said site.

It is the Contractor's responsibility to inspect the site to determine the suitability for his operations to execute this contract. The City makes no guarantee, expressed or implied, that this area is appropriate for the work involved. It is the Contractor's responsibility to secure a staging

area for Contract Work, and any associated costs are considered to be included in the various Contract Prices paid, with no additional compensation allowed therefor.

Other than the site referenced above, any of the Contractor's proposed staging sites shall be approved by the Engineer, and the Contractor shall submit proof of an agreement for use of said staging area with private property owner(s) prior to mobilization. Upon approval, Contractor shall obtain a temporary land use permit from the City of Lafayette Planning Division for use of staging in Lafayette. The City does not guarantee the granting of said permit as part of this contract. Contractor shall bear all costs to secure said permit.

The staging areas shall be maintained throughout the duration of the project such that they are not construed as visual blight in the opinion of the Engineer. All adjoining streets, sidewalks and gutters shall be swept clean of construction debris tracked onto them at the end of each day. Temporary ramps built to access the site may not be made of cutback or asphalt that is at risk of spilling into the roadway and surrounding bike lane. Failure to keep the all the adjoining streets, sidewalks, and gutters swept will result in City forces cleaning the area at the Contractor's expense, at the labor rate of \$150 per hour per person.

SP13-02 MEASUREMENT AND PAYMENT

The lump-sum Contract Price paid for "Mobilization" shall be no more than 5% to the total bid amount and shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals, and for all the work involved in mobilization and demobilization of forces, equipment, and materials; and conformance to all general conditions and provisions of Contract Documents and as directed by the Engineer, and no additional compensation will be allowed therefor, unless separately and specifically provided elsewhere in the Contract.

SPECIAL PROVISIONS SECTION SP-14 TRAFFIC CONTROL

(BID ITEM NO. 2)

SP14-01 GENERAL

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

SP14-02 DRIVEWAY CLOSURES

Driveways that are closed-to-access shall be coned off or barricaded with a minimum of 2 cones or barricades per driveway, or with highly visible ribbon tied across the entire width of the driveway.

Driveway closures on Mount Diablo required for the construction of new sidewalk and driveway improvements shall be coordinated with the residents/business owners. Half of each driveway shall remain open for use at all times unless approval to completely close the driveway is granted in writing by the property owner in advance of construction.

SP14-03 LANE CLOSURE HOURS

Lane closures will be allowed between the hours of 8:30 A.M. and 4:30 P.M., Monday through Friday (Except on Acalanes Road, Pleasant Hill Road, Mount Diablo Blvd, Saint Mary's and Olympic Blvd Lane closures will be allowed between the hours of 9:00 am to 4:30 pm). Emergency vehicles shall be always provided with immediate access through the construction area. If work is not in progress during allowed lane closure hours and a traffic lane is closed, the Engineer may order the lane opened to public traffic.

Lane closures Microsurfacing shall be as follows:

- Before August 9, 2023, road closure hours shall be 8:30 a.m. to 4:30 p.m. Monday through Friday, excluding holidays, for all streets.
- After August 9, 2023, road closure hours shall be 9:00 to 2:00 p.m. for Acalanes Road,
 Pleasant Hill Road, Mount Diablo Blvd, Saint Mary's and Olympic Boulevard Monday through Friday, excluding holidays. The remaining streets shall be 8:30 a.m. to 4:30 p.m.

CMS (changeable message signs) shall be placed at each end of the project street a minimum of 1 week in advance of work on (Acalanes Road, Pleasant Hill Road, Olympic Boulevard, and Mount Diablo Boulevard). The changeable message signs shall remain in full, continuous operation until all work is completed. The initial message shall read:

Road Maintenace Work Date- Date 8:30-4:30 pm M-F Expect Delays

SP14-04 FULL ROAD CLOSURE HOURS

Full road closures shall only be permitted during the micro-surfacing and striping phases of work on the following streets:

- Hillcrest Drive (Laurel Drive to End)
- Sibert Court (Tanglewood Drive to End)
- Tanglewood Drive (Moraga Road to Sibert Court)
- Fallen Leaf Court (Silver Dell Road to End)
- Goyak Drive (Springhill Road to End)
- Vacation Drive (Stanley Blvd to End)
- Oak Court (Sweet Drive to End of Public Segment of Oak Ct).

- Hermosa Court (Camino Colorado to End)
- Pleasant Hill Road/Olympic Boulevard (at the Roundabout)

Road closures hours shall be as follows:

- Before August 9, 2023, road closure hours shall be 8:30 a.m. to 4:30 p.m. Monday through Friday, excluding holidays, for all streets.
- After August 9, 2023, road closure hours shall be 9:00 to 2:00 p.m. Monday through Friday, excluding holidays.

Contractor shall stage and sequence work such that road closures and disruptions to mobility of the public are minimized. Even under road closure conditions, Contractor shall make best efforts to allow passage of vehicles through the work zone when doing so does not interfere with active, critical work. This includes but is not limited to accommodating residents with medical, health, or safety-related needs (doctor appointments, emergency access, and access requirements due to physical disabilities). No road shall be closed to traffic until immediately prior to the application of the microsurfacing. If work requiring closure is not actively in progress during allowed closure hours, the Engineer may order the road opened to public traffic. The Contractor shall coordinate road closures with garbage and recycling collection to ensure continuation of service during the construction period.

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

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

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

CMS (changeable message signs) shall be placed at each end of the project street a minimum of 1 week in advance of work on (Pleasant Hill Road, Olympic Boulevard). The changeable message signs shall remain in full, continuous operation until all work is completed. The initial message shall read:

Road Closed Date 9:00-4:30 pm Day Expect Delays

SP14-05 PUBLIC PARKING

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

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

SP14-06 FAILURE TO COMPLY

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

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

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

SP14-07 PROJECT INFORMATION SIGNS

The Contractor shall provide and install Project Information signs at all entrances and exits from the limits of work with a minimum of two signs required per street. The signs shall be printed with black lettering on a yellow background and shall have text similar to the example signs found in <u>Appendix G</u> of these Special Provisions. The signs shall be a minimum of 3 feet wide by 3 feet tall and shall state the phase of work (Pavement Repair, Crack Seal, and Microsurfacing) as well as the dates and times for this work.

The signs may be printed on paper mounted to plywood. The contractor shall mount the signs to a Type III barricade. The Contractor shall submit a proof set for all notification signs to the Engineer for review and approval prior to manufacturing the signs. The notification signs for the initial phase of work shall be in place on the project site a minimum of (5) working days in advance of performing work. All subsequent phases of work shall have notification signs in place a minimum of two (2) working days in advance of the start of work. The dates shown on the signs

shall only include the days where work will be performed and a range of dates shall only be permitted if the operation requires multiple days to complete.

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

The Contractor shall install and maintain all project notification signs in legible condition for the entire duration of Contract. At no time shall dates be written on the signs by hand. The contractor may use stickers to denote the dates of work. The stickers must be a minimum of 2" in height (144 pt font).

SP14-08 CONSTRUCTION AREA SIGNS

The Engineer shall approve all locations prior to the Contractor installing signs. Signs shall be in place on the project site at least two (2) days but not more than seven (7) days prior to the start of work on each street, spaced no more than 100' apart. Signs shall be removed within five (5) days of completing all work on each street. The Contractor shall notify the regional notification center for operators of subsurface installations (USA-Underground Service Alert: 811), at least four (4) working days, but not more than fourteen (14) calendar days, prior to commencing any excavation for construction area sign posts.

"Road Work Ahead" (Type W20-1) signs shall be placed on all road approaches to each work zone before any work commences.

SP14-09 MEASUREMENT AND PAYMENT

The lump-sum Contract Price paid for "Traffic Control" shall be considered as full compensation for submitting detailed traffic control plans for approval by the engineer per section 6-12 and 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, notifications, all signs, barricades, steel plates, traffic control plan, detour plan, maintaining traffic, lane closures, detours, flagmen and all other traffic control devices; and all other work as shown on the State Standard Plans, as specified in the Standard Specifications, the State Specifications, these Special Provisions and as directed by the Engineer and no additional compensation shall be allowed therefor. There shall be no additional compensation for traffic control due to an increase in the quantities shown on the bid proposal for pay items within the project limits.

SPECIAL PROVISIONS SECTION SP-15 <u>DUST CONTROL</u>

(NO BID ITEM)

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

SP15-01 GENERAL

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

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

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

SP15-02 PAYMENT

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

SPECIAL PROVISIONS SECTION SP-16 CLEARING AND GRUBBING, TREE AND VEGETATION TRIMMING

(BID ITEM NO. 3)

SP16-01 GENERAL

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

Vegetation trimming shall provide for a minimum of 14 feet of vertical clearance above the paved surface of the road from edge of pavement or face of curb to edge of pavement or face of curb. The road surface shall also be cleared from edge of pavement or face of curb to edge of pavement or face of curb. The work shall include trimming vegetation at roadway intersections that obstructs sight distance at intersections. Vegetation shall be trimmed to a height of no greater than 30-inches above the ground for a distance of 25 feet on each leg of the intersection unless a lesser amount of trimming is directed by the engineer.

SP16-02 MEASUREMENT AND PAYMENT

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

SPECIAL PROVISIONS SECTION SP-17 EXISTING HIGHWAY FACILITIES

(BID ITEM NOS. 4 TO 9, AND 27)

SP17-01 GENERAL

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

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

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

SP17-02 STREET SWEEPING

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

Contractor shall ensure that at no time will debris or materials be tracked or spilled onto the sidewalk or roadway adjacent to the stockpile area. Failure to comply with this requirement will be grounds for suspension of work and payment of any expenses related to the City clearing material from the sidewalk or street.

SP17-03 REMOVALS

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

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

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

SP17-04 MEASUREMENT AND PAYMENT

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

The contract prices paid per linear foot for "Remove Asphalt Concrete Berm Various Sizes" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to remove and dispose of existing asphalt 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 Prices paid per linear foot for "Remove 6" Curb"," and "Remove Concrete Curb and Gutter," shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to remove and dispose of existing 6" curb and concrete curb and gutter, saw cutting and removal of the adjacent asphalt pavement or other paving as necessary to accommodate form boards, and all excavation and backfill as required to accommodate new improvements as shown on the contract plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

The Contract Prices paid per square foot for "Remove Concrete Driveway"," "Remove Concrete Sidewalk", "Remove Asphalt Pathway" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to sawcut, remove, and dispose of existing concrete and asphalt improvements, adjacent asphalt pavement or other paving as necessary to accommodate form boards, and all excavation and backfill 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. No adjustment in the bid item price shall be allowed due to any change in contract quantities.

The lump-sum Contract Price paid for "Remove Existing Pavement Markers and Thermoplastic Stripes and Legends" shall be considered as full compensation for furnishing all labor, materials,

tools, equipment and incidentals necessary to remove and dispose of pavement markers, stripes and legends, as specified in the Standard Specifications, the State Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefore.

SPECIAL PROVISIONS SECTION SP-18 AGGREGATE BASE

(NO BID ITEM)

SP18-01 GENERAL

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

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

SP18-02 MEASUREMENT AND PAYMENT

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

SPECIAL PROVISIONS SECTION SP-19 <u>ASPHALT PAVEMENT</u>

(BID ITEM NOS. 10 TO 14)

SP19-01 GENERAL

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

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

Asphalt Concrete shall be placed in accordance with Section 9-5 "Placement" of Technical Provisions of the Standard Specification. Type A, ¾" maximum sized aggregate (MSA) asphalt shall be used for all pavement repairs.

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

SP19-02 PAVEMENT REPAIR, ASPHALT CONFORM PAVING, AND ASPHALT BERMS

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

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

SP19-03 ASPHALT BERM (DIKE)

Contractor's attention is directed to the new asphalt berm (dike) that is to be installed at various locations shown on the Plans. The berm shall be installed in accordance with the State Standard Plan A87B, Type A and Type C. Berm locations and types 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

SP19-04 MEASUREMENT AND PAYMENT

The contract unit price paid per square foot for "Pavement Repair (6-inch)" and "Pavement Repair (3-inch)", "Pavement Grind/Leveling Course (3-Inch)" and "Asphalt Conform Paving" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals and for doing all the work involved including, but not limited to, cold planing, sawcutting, excavating, loading, off hauling, disposing of materials, subgrade preparation and compaction, tack coat, and furnishing, placing, spreading, and compacting the asphalt concrete to the specified depth and all other work as shown on the Plans, as specified in the Standard Specifications, the State Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

The contract unit prices paid per linear foot for "AC Berm (Type 'A' and "Type 'C')" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals necessary to construct the asphalt concrete dike including but not limited tocleaning; 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-20 CRACK SEALING

(BID ITEM NO. 15)

SP20-01 GENERAL

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

SP20-02 MATERIALS

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

Crack sealing shall be performed after pavement repairs are completed and prior to microsurfacing.

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

rubber binder shall be applied when atmospheric temperature is between 60°F and 105°F, and pavement surface temperature is between 75°F and 140°F.

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

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

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

SP20-03 MEASUREMENT AND PAYMENT

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

SPECIAL PROVISIONS SECTION SP-21 <u>SURFACE SEAL COAT</u>

(BID ITEM NO. 16)

SP21-01 GENERAL

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

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

SP21-02 MICRO-SURFACING

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

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

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

Materials

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

Mixing, Production, and Quality Control

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

Placing

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

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

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

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

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

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

SP21-03 TOLERANCES

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

- 1) After the designed residual point asphalt content is determined, a one percentage point (1%) variation will be permitted.
- 2) The percent of aggregate passing each sieve shall not vary more than 4.0% from the Job Mix Formula (JMF).
- 3) The percent of aggregate passing shall not go from the high end to the low of the specified range of any two successive sieves.
- 4) The slurry consistency shall not vary more than 0.5 cm from the JMF after field adjustments.
- 5) The <u>average</u> rate of application of the seal coat mixture shall not be less than the specified rate when measured for any contiguous area of 5,000 square feet, and shall be spread at a rate of 14-18 lbs of dry aggregate per square yard. When the total theoretical volume of seal coat mixture is less than that calculated at the minimum application rate, the contract price shall be reduced proportionately.

SP21-04 MEASUREMENT AND PAYMENT

The contract unit price paid per square yard "Micro-Surfacing, Type II" shall be considered as full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in micro-surfacing with or without fiber, including but not limited to; site preparation, cleanup, protecting utility and manhole covers, applying micro-surfacing, rolling, protection during curing, street sweeping and all other incidental work required to complete the work as shown and specified.

SPECIAL PROVISIONS SECTION SP-22 (NOT USED)

SPECIAL PROVISIONS SECTION SP-23 CONCRETE CONSTRUTION

(BID ITEM NOS. 17-25)

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

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

SP23-02 CONCRETE REQUIREMENTS

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

The contractor shall provide submittals for all the concrete to be used on the project for approval and per section SP5.

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. The Engineer shall provide field direction for adjusting cross slopes. New concrete sidewalks shall be a minimum of 3.5" per CCC standard plans CA70.

Concrete curb and gutter shall be per CCC Standard Details CA71 unless detailed on the plans. New concrete driveways and reinforced concrete sidewalks shall be a minimum 6" per CCC Standard plans CA72. Curb ramps shall be 6" concrete over 6" class II AB and be in accordance with the latest State Specifications Standard Plans A 88 A & B.

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, 18" long total, with 6" embedded into existing concrete sidewalk or curb and gutter. 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 1%" concrete cover.

Contractor's attention is directed to the potential existence of private irrigation facilities located behind the existing curb and gutter, curb ramps, or sidewalks. Coordination, protection, and relocation of these facilities are considered incidental to Contract Work per Section 7 of the Standard Specification 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."
- 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, and associated aprons shall be included in the Contract Work under Conform Paving. Asphalt concrete for conform paving shall conform to SP-19. All asphalt plugs adjacent to concrete structures shall be a minimum of 1'-6" wide and 6" deep unless shown on the plans.

SP23-06 MEASUREMENT AND PAYMENT

The Contract Price paid per linear foot for "M1-6 Curb", "Modified M1-6", "Glue Down M 3-6", "Concrete Curb and Gutter S1-6", "Reinforced S1-6 Concrete Curb and Gutter", and per square foot for "Concrete Sidewalk", "Reinforced Sidewalk/Driveway", "Concrete Driveway" and "Concrete Curb Ramp with Detectable Panel", shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals necessary to complete the work, including but not limited to-sawcutting; excavation and preparing subbase; dewatering; loading,

hauling, and disposal of spoils; forming, furnishing, placing, and finishing concrete; reinforcing steel; backfill; doweled connections; setting tactile surfaces in accordance with manufacturer's instructions, and all other work necessary to construct the facility complete and in place as shown on the plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

"Concrete Curb Ramp with Detectable Panel" shall be measured as the ramp area up to the outer most score joint defining the ramp, up to and including the adjacent retaining curb where it exists, the area of the adjacent curb ramp landing is paid under the price for sidewalk.

SPECIAL PROVISIONS SECTION SP-24 (NOT USED) SPECIAL PROVISIONS SECTION SP-25 (NOT USED)

SPECIAL PROVISIONS SECTION SP-26 TEMPORARY PAVEMENT DELINEATION

(BID ITEM NO. 28)

SP26-01 GENERAL

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

Nothing in these Special Provisions shall be construed as relieving the Contractor from his/her responsibilities as specified in said sections. Any traffic striping or markings that are removed due to any phase of work shall be replaced, or re-aligned if required, with temporary traffic stripes or pavement markings. All temporary striping and markings shall be placed the same day the permanent striping or markings are removed and they shall be placed before opening the roadway to public traffic.

SP26-02 MEASUREMENT AND PAYMENT

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

SPECIAL PROVISIONS SECTION SP-27 PAVEMENT STRIPING, MARKERS AND DELINEATION

(BID ITEM NOS. 29-56)

SP27-01 GENERAL

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

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

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

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

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

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

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

SP27-3 PAVEMENT MARKER

White Ceramic Non-Reflective pavement markers and Retroreflective Pavement Markers shall be per the City Technical Standard Specifications Section 15-3 and the State of California Department of Transportation (Caltrans) Standard Specifications Section 81-3. Contractor shall submit a certificate of compliance for each type of pavement marker used on this project.

SP27-04 MEASUREMENT AND PAYMENT

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

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

The Contract Prices paid per linear foot for various stripes, striping details and curb painting, per square foot for "Thermoplastic Pavement Legends & Markings," and per each for "Two-Way Reflective Pavement Markers (Blue) and "Pavement Marker Array" shall include full

compensation for furnishing all labor, materials, tools, equipment, and incidentals, including any necessary cat tracks, dribble lines and layout work; and all other work as shown on the Plans, the State Standard Plans, and as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

SPECIAL PROVISIONS SECTION SP-28 MISCELLANEOUS CONSTRUCTION

(BID ITEM NOS. 26 AND 57-64)

SP28-01 GENERAL

Miscellaneous work covered under this section includes:

- Remove and Reset Pavers
- Topsoil and Mulch
- 4" Irrigation Sleeves
- Remove Existing Sign and Post
- Relocate Existing Sign on New Post
- Install New Sign and Post
- Remove Existing Delineators
- New Roundabout Directional Signs
- Shoulder Backing

SP28-02 REMOVE AND RESET PAVERS

Contractor shall salvage with care all brick pavers to be reused and reset. Damaged and broken pavers shall be replaced in kind to equal the pre-existing appearance, function, and quality. Pavers that are damaged during construction will be replaced by the City. Contractor shall request the replacement of damaged pavers ahead of time and provide transportation of the pavers from the City of Lafayette Public Works Corp Yard located at 3001 Camino Diablo, Lafayette.

Pavers shall be set on sand or mortar to match the existing surrounding condition. Cutting shall be to a neat, straight line, with no cut unit having a minimum dimension less than three (3) inches. For pavers set in sand, a fine sand course shall be swept over the finished surface, then vibrated to lock the paver units in place.

SP28-03 TOPSOIL WITH MULCH

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

Topsoil for planting areas shall be furnished by the City and installed by Contractor per Section 20-2.6 of the Technical Provisions of the Standard Specifications. Topsoil shall be placed in lifts no greater than six (6) inches and soil shall be moisture conditioned and lightly compacted before topping with 2" of mulch. The initial layer of topsoil shall be rototilled, or hand worked, and mixed into native soil to a minimum depth of six (6) inches to create a composite zone prior to placing additional topsoil layers to the depths specified on the Plans.

Mulch shall be provided by the Contractor and shall be as specified in section 20-2.10 of the Technical Specifications. Install mulch as noted on the plans and over prepared finish grade and soils excavated out to the required depth of subgrade to accommodate mulch installation. Install mulch in 2-inch lifts.

SP28-04 INSTALL 4" DIAMETER IRRIGATION SLEEVES

Work covered under this section shall conform to Section 19-2.12 "Sleeves" of the City Standard Specifications, Technical Provisions. Work consists of installing all necessary 4" diameter sleeves, for future irrigation as shown on the Plans, specified herein and directed by the Engineer.

SP28-05 REMOVE EXISTING SIGN AND POST, RELOCATE EXISTING SIGN ON NEW POST, INSTALL NEW SIGN AND POST, NEW ROUNDABOUT DIRECTIONAL SIGNS

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.

Contractor shall remove the existing signs and posts shown on the plans and proper dispose sign and post, and back fill foundation hole with material matching the surrounding area and adjacent grades.

To relocate existing signs, the existing posts shall be completely removed, and the excavation backfilled with material matching the surrounding area and adjacent grades. Existing signs shall be preserved and mounted on new posts in a new foundation per Contra Costa County Standard plans CRS1, as shown on the plans and directed by the engineer. New posts shall be galvanized 1 ¾" Ulti-Mate square post systems or approved equal.

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

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.

New signs shall be on an aluminum sheet, min 0.080 gauge thick, and shall be Diamond Grade Cubed reflective finish sheeting. Yellow signs shall be Fluorescent yellow.

The City of Lafayette shall provide the new Roundabout Directional sign panels. These signs will measure 96" wide by 60" tall and will require two sign posts for mounting.

SP27-06 SHOULDER BACKING

Contractor shall place shoulder backing along the edge of the finish course of all new asphalt concrete paving that is not confined by a concrete gutter or other paving. Shoulder backing shall also be placed behind curbs and berms, and other similar vertical edges of construction or void space to either buttress the improvement or conform the work to surrounding grades. Shoulder backing shall consists of aggregate base. Prior to placing shoulder backing all deleterious material such as leaves, mulch, vegetation, and rocks shall be removed from the area to be covered with shoulder backing. 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. Aggregate base 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.

SP27-07 MEASUREMENT AND PAYMENT

The Contract price paid per square foot for "Remove and Reset Brick Paver Surfacing" shall include full compensation for furnishing all labor, tools, equipment, and incidentals to perform all work to store, protect, and reset brick pavers, including replacement of damaged units, as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

The Contract Price paid per each for "Remove Existing Sign and Post", "Relocate Existing Sign on New Post", "Install New Sign(s) on New Post" and "New Roundabout Directional Signs" 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.

The Contract Price paid per Lump Sum for "Remove Existing Delineators" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals, and for doing all work involved in removing traffic delineators including existing adhesive pads

and salvage the non-damaged delineators, and transport them to the City of Lafayette Public Works Corp Yard, and all other work shown on the plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation shall be made therefor. Delineator materials that are shown to be damaged prior to removal shall be properly disposed.

The Contract Price per square-foot of installed "**Topsoil with mulch**" shall be considered full compensation for all labor, material, tools, and equipment, and incidentals to coordinate and take delivery of topsoil furnished by City and install in designated areas, including but not limited to: cleaning and preparing site; scarifying native soil; receiving, handling, placing, grading, and compacting topsoil, placing mulch over top soil and as shown on the Plans, as specified in the Standard Specification and these Special Provisions, and as directed by the Engineer, and no additional compensation shall be made therefor. The quantity shown on the Bid Schedule shall be a "Final Pay Quantity" in accordance with the provisions of Section 9-6 of the General Provisions.

The contract unit price paid per linear foot (LF) for "Install 4" Diameter Landscaping Sleeves" shall include full compensation for potholing utilities marked under or crossing new improvements and furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in installing in Class 200 PVC Pipe sleeves for future irrigation, complete in place including but not limited to: excavation, trenching, backfill and installation of the pipe to support future irrigation as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

The contract unit price paid per square foot (SF) 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.

APPENDICES

APPENDIX A

WASTE MANAGEMENT PLAN INSTRUCTIONS



Planning & Building Department

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

WASTE MANAGEMENT PLAN INSTRUCTIONS CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING

GENERAL

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

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

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

GREEN HALO SYSTEMS

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

PROCEDURE

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

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

INFEASABILITY EXEMPTION

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

UPON COMPLETION OF THE PROJECT

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

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

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

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

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

NONCOMPLIANCE

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

APPEAL

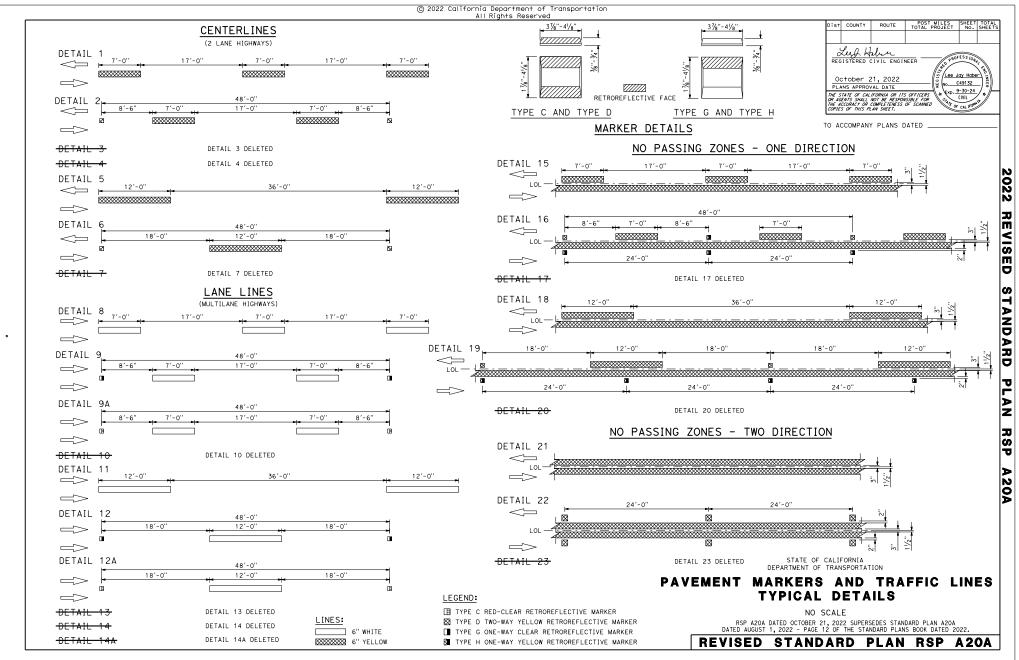
Appeal of the determination made by the City shall be made to the City Council within 30 days of the City's determination. To appeal, an applicant must submit a letter to the city manager concisely stating the facts of the case and the grounds of appeal. The city manager will schedule a meeting before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

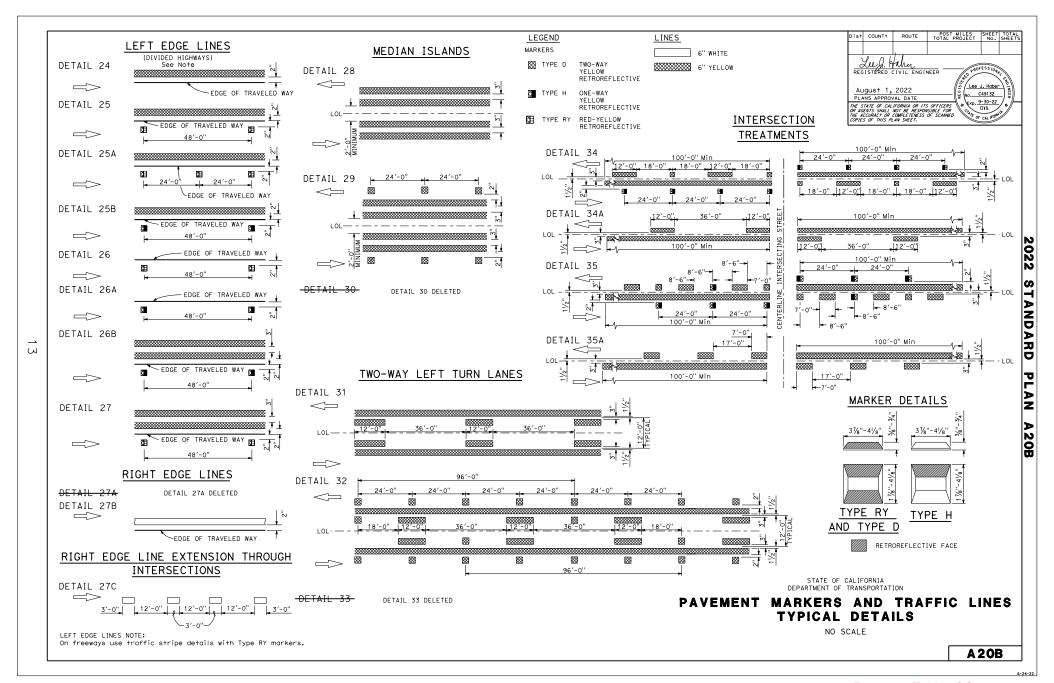
- 1. The granting or denial of an exemption; or
- 2. Whether the applicant has made a good faith effort to comply with the WMP.

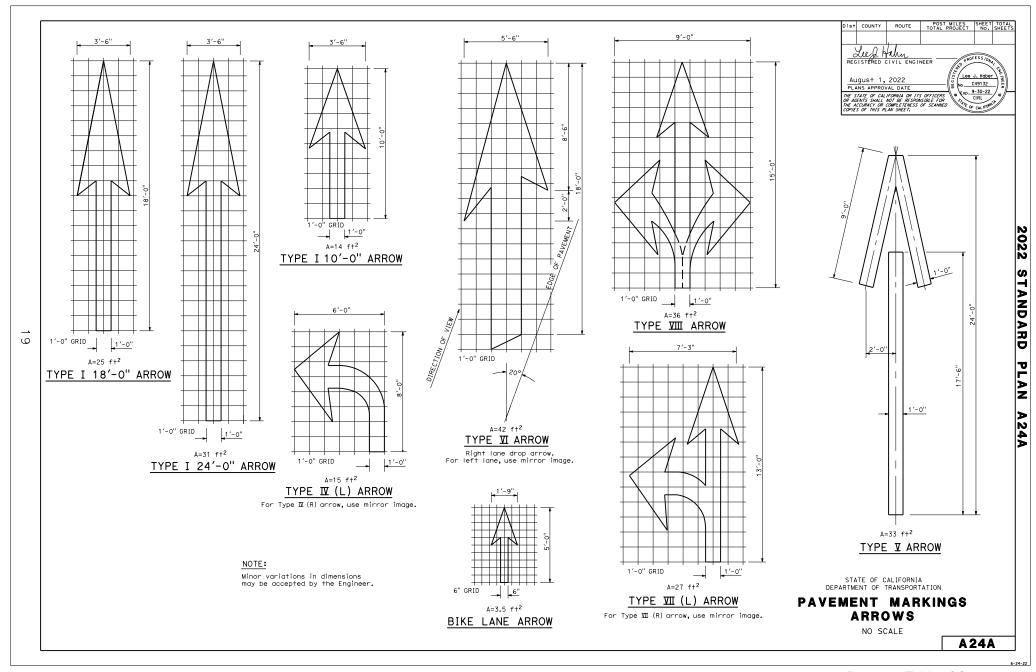
NOTE: The applicant and property owner are responsible for the actions of their contractors or other agents with regard to the diversion requirement. Therefore, when reviewing proposals from project managers, contractors, site cleanup, vendors, and other building professionals, all aspects of the proposal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

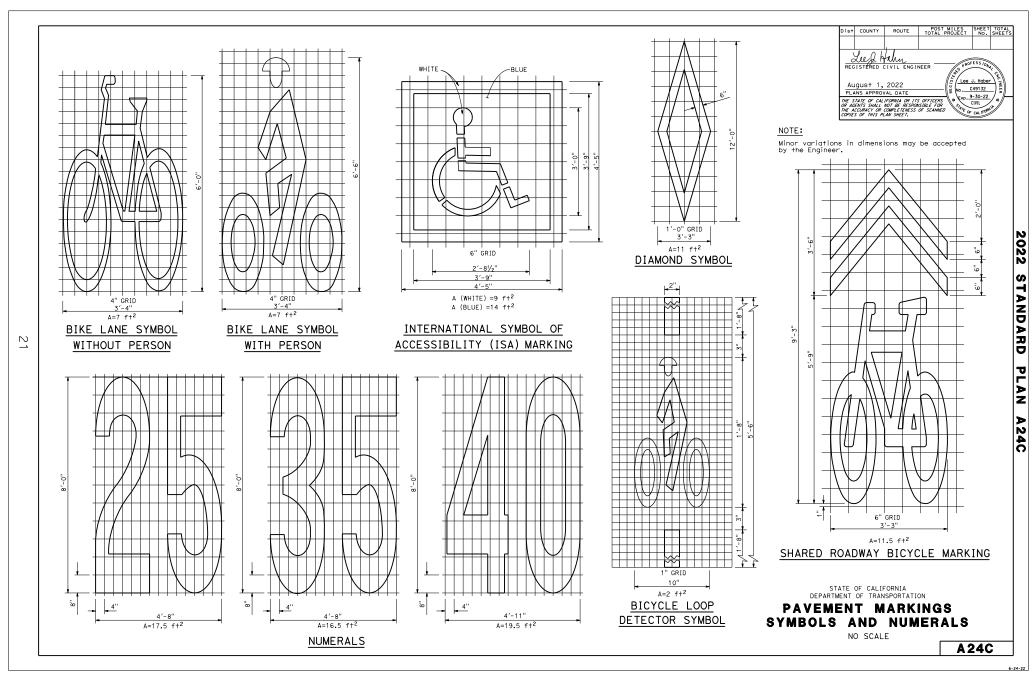
APPENDIX B

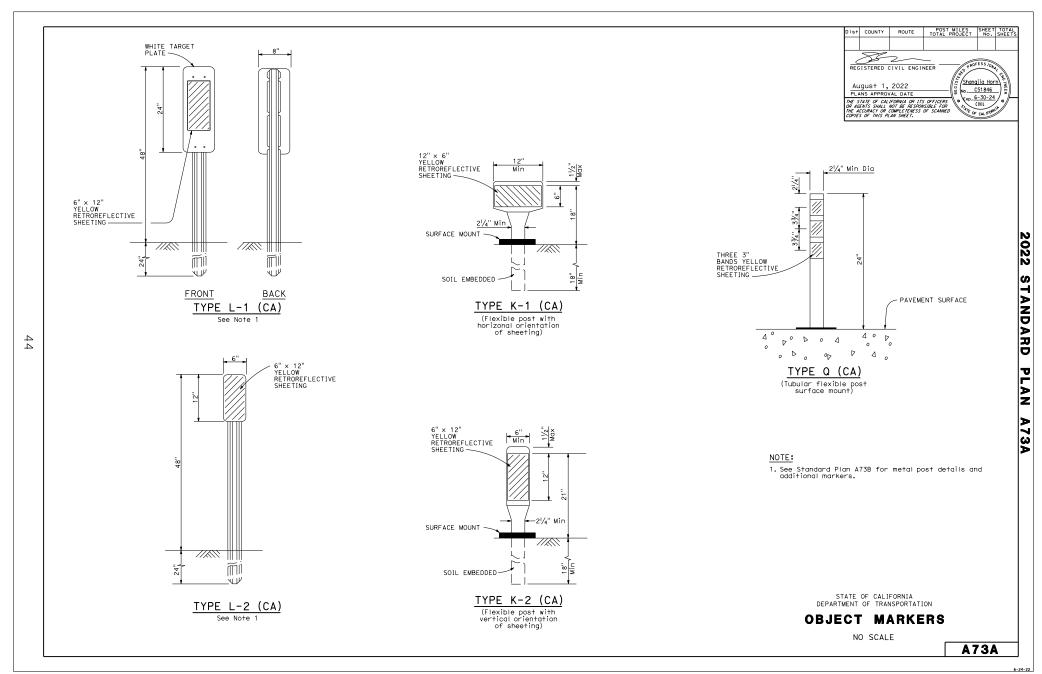
STANDARD PLANS

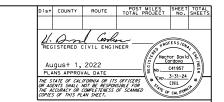


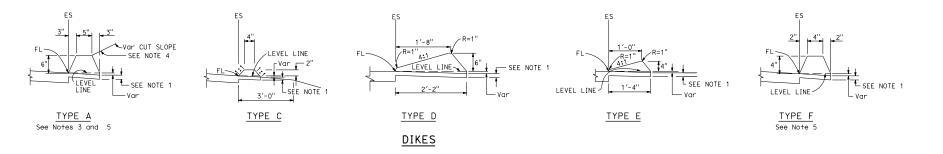


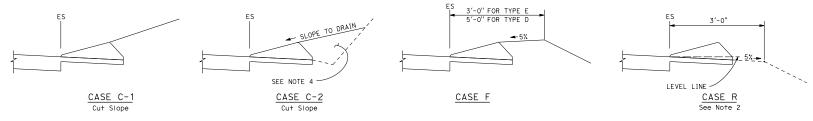












TYPE D AND E BACKFILL DETAILS

NOTES:

 σ

9

- For HMA shoulders only, extend top layer of HMA placed on the shoulder under dike with no joint at the ES. For projects with OGFC shoulders, do not extend OGFC under dike. See project plans for modified dike detail.
- 2. Case R applies to retrofit only projects where restrictive conditions do not provide enough width for Case F backfill.
- 3. Type A dike only to be used where restrictive slope conditions do not provide enough width to use Type D or Type E dike.
- 4. Fill and compact with excavated material to top of dike.
- Use Type A or F dike, where dike is required with guardrail installations. See Standard Plan A77N4 for dike positioning details. See Standard Plan A77N3 for hinge point offsets with guardrail.

DIKE QUANTITIES

	CUBIC YARDS	
TYPE	PER LINEAR FOOT	
Α	0.0135	
С	0.0038	
D	0.0293	
E	0.0130	
F	0.0066	

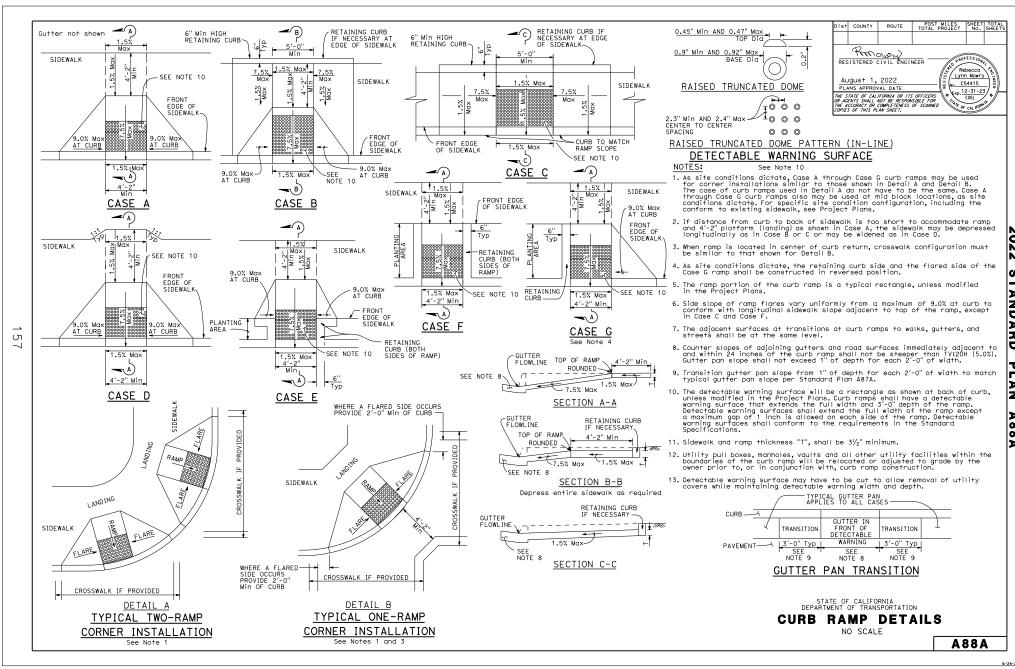
Quantities based on 5% cross slope.

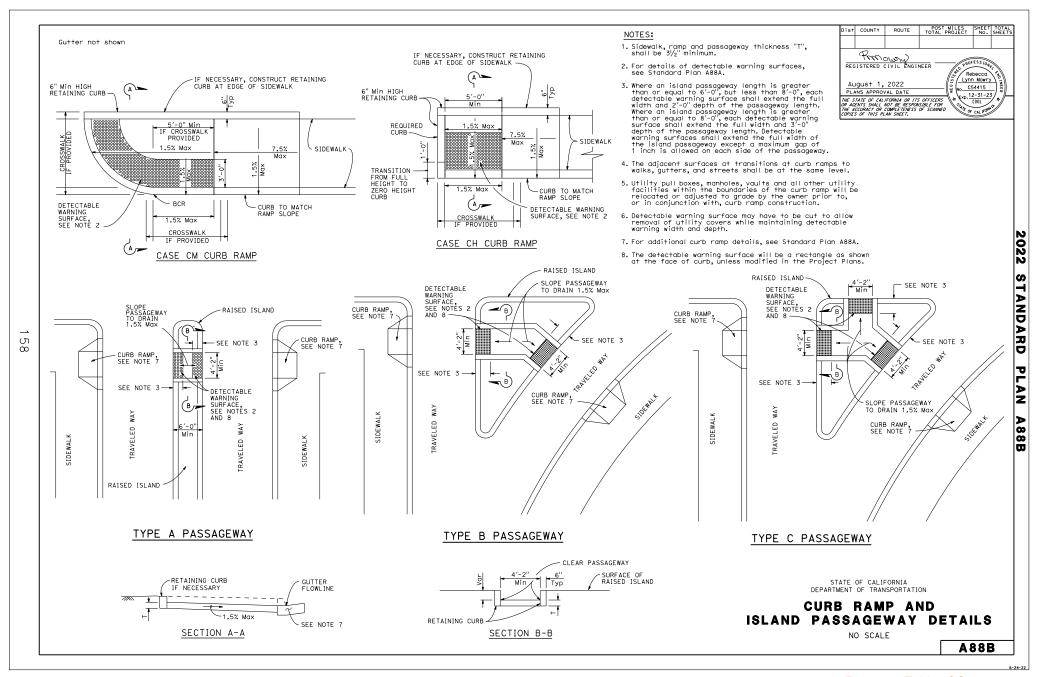
STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

HOT MIX ASPHALT DIKES

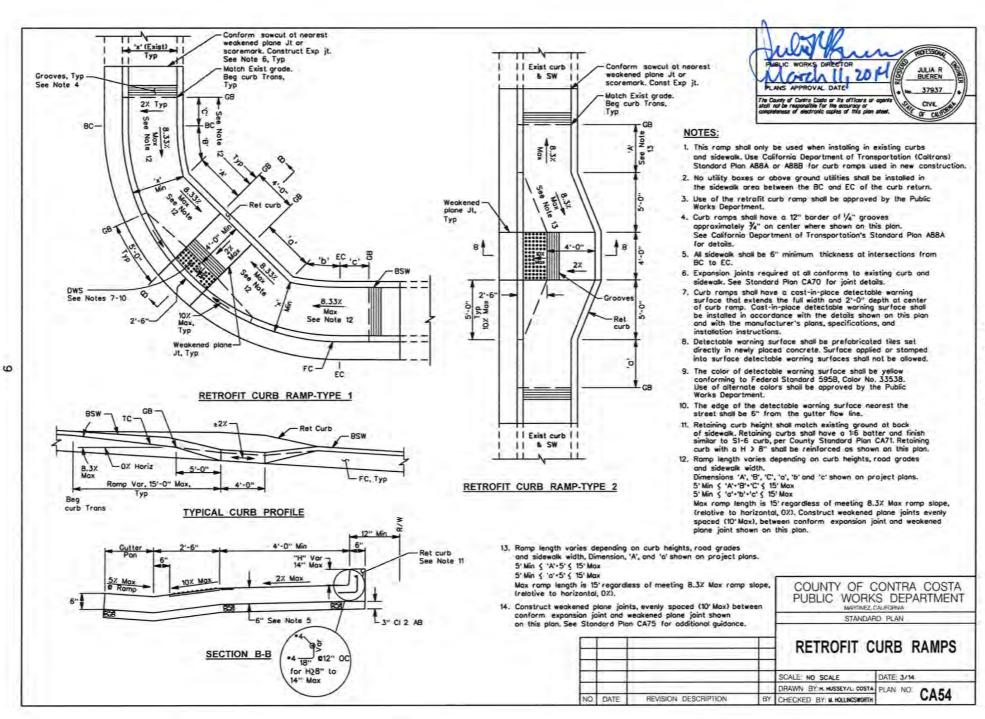
NO SCALE

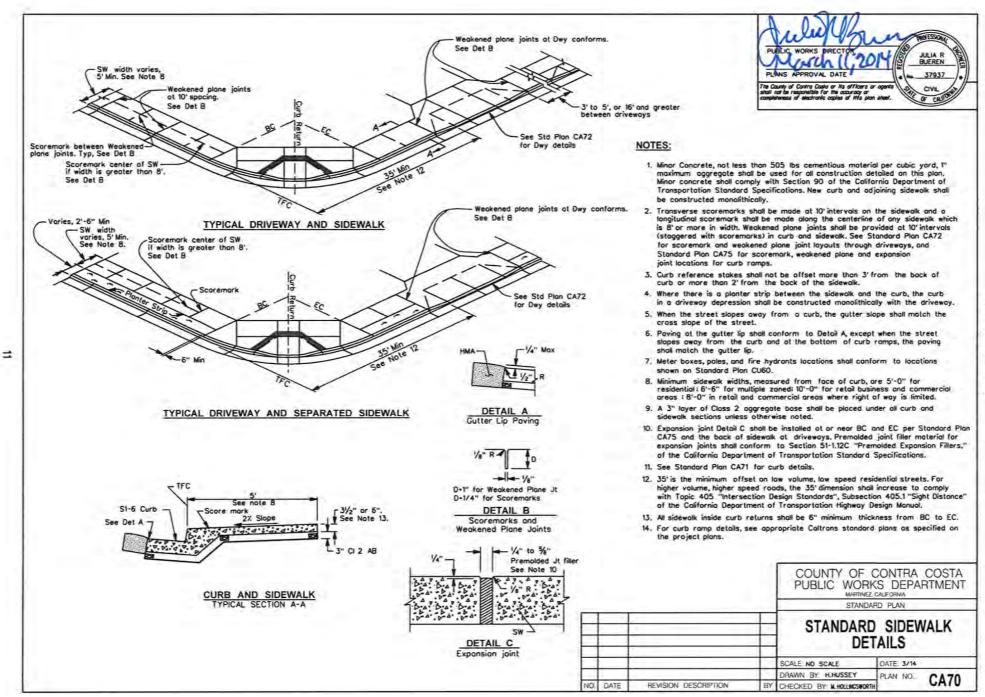
A87B

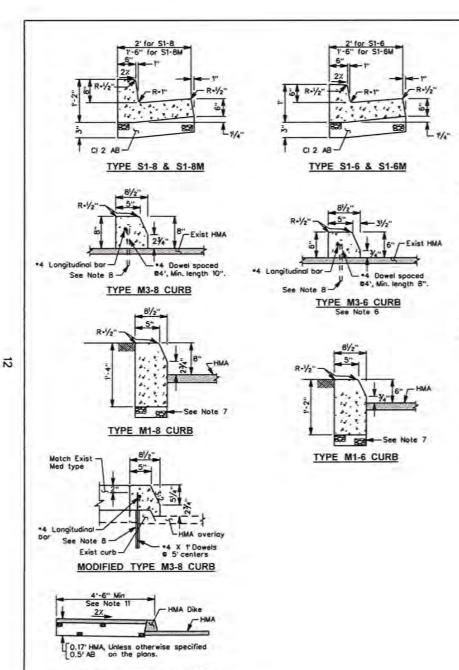




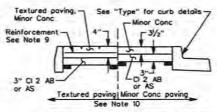




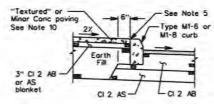




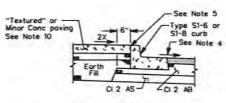
HMA PATH WITH HMA DIKE



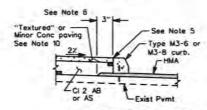
TYPICAL MEDIAN PAVING DETAIL



TYPE A TRAFFIC MEDIAN Holf Section



TYPE B TRAFFIC MEDIAN Half Section



TYPE C TRAFFIC MEDIAN Half Section

NOTES:

1. Minor Concrete in conformance with Section 90-2, "Minor Concrete" of the California Department of Transportation's Standard Specifications containing no less than 505 lb. per cubic yard of cementious material shall be used for all concrete construction detailed on this plan.

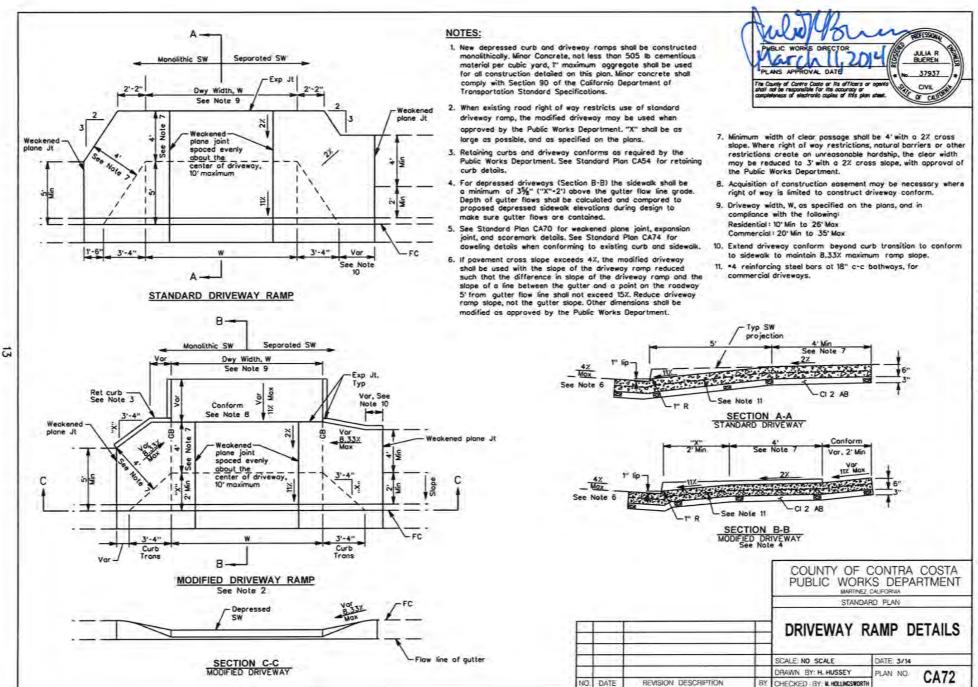
PROVAL DATE

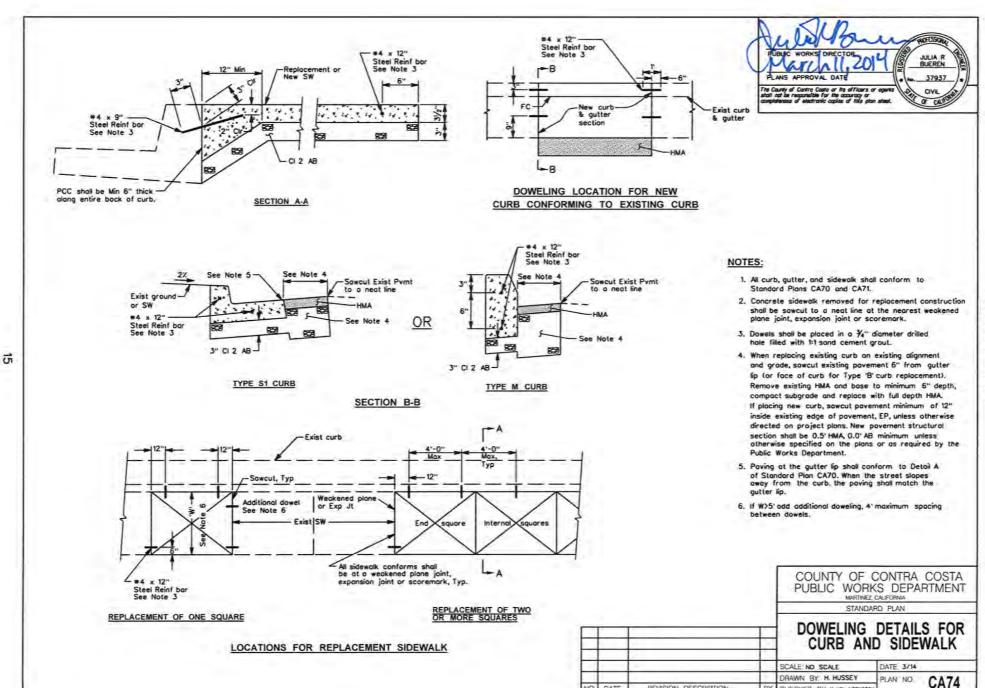
The County of Contro Costo or its officers or opents shall not be responsible for the occuracy or completeness of electronic copies of this pion sheet.

CIVIL OF CHIP

- 2. Weakened plane joints shall be provided at 10 intervals on all curbs. See Standard Plan CA70, "Detail B".
- 3. All new curb where it conforms to existing facilities shall be doweled as per Standard Plan CA74.
- When the street slopes away from the curb, the gutter slope shall match the cross slope of the street. Paving at the gutter lip shall conform to Standard Plan CA70 Detail A except that where the street slopes away from the curb, the paving shall match the gutter lip.
- 5. Curb may be constructed monolithically with the median paving, in which case a weakened plane joint conforming to Standard Plan CA70 Detail B shall be provided along the back of the curb.
- 6. Type M3 curb shall be used only when placed on existing or overlayed povement.
- 7. A 3" minimum compacted layer of Class 2 aggregate base or subbase shall be placed under Type M1 curb, unless noted otherwise on the plans.
- 8. Place dowels in 1" diameter drilled hale filled with 1:1 sand grout. Omit dowels when curb is extruded.
- 9. Reinforcement shall be *4 bors at 18" OC each way or 6" x 6", 8" x 8", 10 gage welded wire fabric.
- 10. Median paving may be "textured" as approved by the Public Works Department.
- 11. Width of HMA path shall be a minimum of 4'-6" measured from top face of curb or dike.

COUNTY OF CONTRA COSTA PUBLIC WORKS DEPARTMENT STANDARD PLAN MEDIAN, CURB AND HMA DIKE DETAILS DATE: 3/14 SCALE: NO SCALE DRAWN BY H. HUSSEY PLAN NO. **CA71** NO. DATE REVISION DESCRIPTION CHECKED BY: N. HOLLINGSWORTH





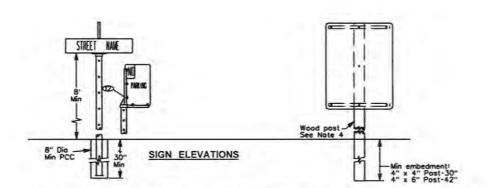
NO. DATE

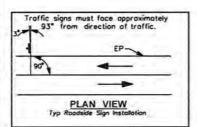
REVISION DESCRIPTION

CHECKED BY: W. HOLLINGSWORTH

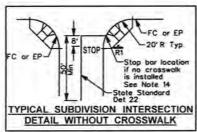
BUEREN

CIVIL

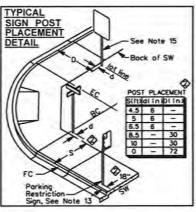




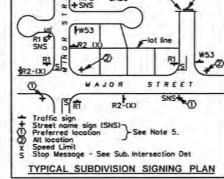
METAL POST FOUNDATION



Note: Crosswalk shall be centered on the curb ramps, or as directed by the Public Works Department.



WOOD POST FOUNDATION AND MOUNTING DETAILS



See Std Pla

R1 &

NOTES:

Street name signs (SNS) shall conform to the Public Works
Department Standard Provisions for Public Works Construction. All
traffic signs shall comply with current edition of California Manual of
Uniform Traffic Control Devices (California MUTCD).

The County of Contra Costa or Its difficers or agent, shall not be responsible for the accuracy or completeness of electronic copies of this pion sheet.

- All sign support posts shall be 2" (12 gouge) "Unistrut", except as noted on this plan. Square sign post system approved for highway sign use by the FHWA is an acceptable substitution for "Unistrut".
- Posts supporting street name signs and traffic signs, shall not be pointed. 7' minimum clearance between bottom of sign and any sidewalk or pedestrion path.
- 4. Only wood posts shall be used in rural locations and shall conform to Section 56 of Colifornia Department of Transportation's. Standard Specifications for grade, species and preservative treatment. a. Use 4" x 4" wood posts with any size R7 sign. b. Use 4" x 6" wood post with any 36" x 42" R-2 sign. A hole must be drilled at the base in accordance with Colifornia Department of Transportation's Standard Plan RS2. "Breakoway Feature".
- Street name signs (SNS) shall be installed on the corner with the greatest sight distance and which favors the major street where conditions permit. SNS may be installed on the same sign postwith a STOP (R1) sign.
- One SNS shall be installed at an intersection on each side of the major road with two or more lones in each direction.
- Where sign posts are to be installed in an existing sidewalk, the sidewalk shall be sawcut to a neat appearance. Then new concrete placed and finished to match surrounding grade after sign post installation.
- Striping details and markings shall conform to the Colifornia Department of Transportation's Standard Plans, and this Standard Plan.
- Pavement markings and stripes shall be thermoplestic and shall conform to Section 84 of California Department of Transportation's Standard Specifications, Public Works Department Standard Provisions for Public Works Construction and project special provisions, if any.
- 10. For G7 sign use 6" U.C. and 41/2" L.C. lettering.
- The first 3 of all median curb noses shall be pointed with reflective white point.
- 12. All button head bolt threads shall be peened after assembly.
- 13. Sidewalk with parking restriction signs should be minimum 6'-6" wide.
- 14. Stop bars shall always be placed prior to a curb ramp.
- Mid-block signs in residential areas shall be placed at or near lot line, except as indicated on this Standard Plan.

COUNTY OF CONTRA COSTA

PUBLIC WORKS DEPARTMENT

				STANDARD	PLAN	_
E				SIGNING & STAND		
	(FE)			SCALE: NO SCALE	DATE: 3/14	Ī
				DRAWN BY: H. HUSSEY	PLAN NO. CRS1	
NQ.	DATE	REVISION DESCRIPTION	BY	CHECKED BY: M. HOLLINGSWORTH	CKOI	



'Ulti-Mate

The Ultimate Sign Support System

No Deforming of Anchor during Installation

Fillet Weld

All Around

Patented Penetrator®

End Cut

No need to match Anchors and Sleeves

Solid section below ground provides additional strength

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

Quicker Easier Installation

Perfect Hole Alignment

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

3/8" Steel Drive Rivet

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

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

Punched 6 or 12 Holes

For your closest authorized distributor call: Ultimate Highway Sales @ 800.730.4939

Manufactured by



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

Ultimate Sign Support System

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

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

MATERIALS & SPECIFICATIONS

.......................

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

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

- Ground anchor posts allow for rapid replacement installations when necessary.
- Square tube sections provide superior resistance to wind and other forces over U-channel or round posts.

.......................

- The Ulti-Mate sign support system provides four flat surfaces for mounting signs in any direction and at any height without the need for additional hardware.
- FHWA approved as meeting safety requirements for sign supports.
- Custom sign support colors available on request.

FHWA APPROVED INSTALLATIONS

........



DIRECT INSTALLATION

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



EZ INSTALLATION

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



HI-IMPACT INSTALLATION

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

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

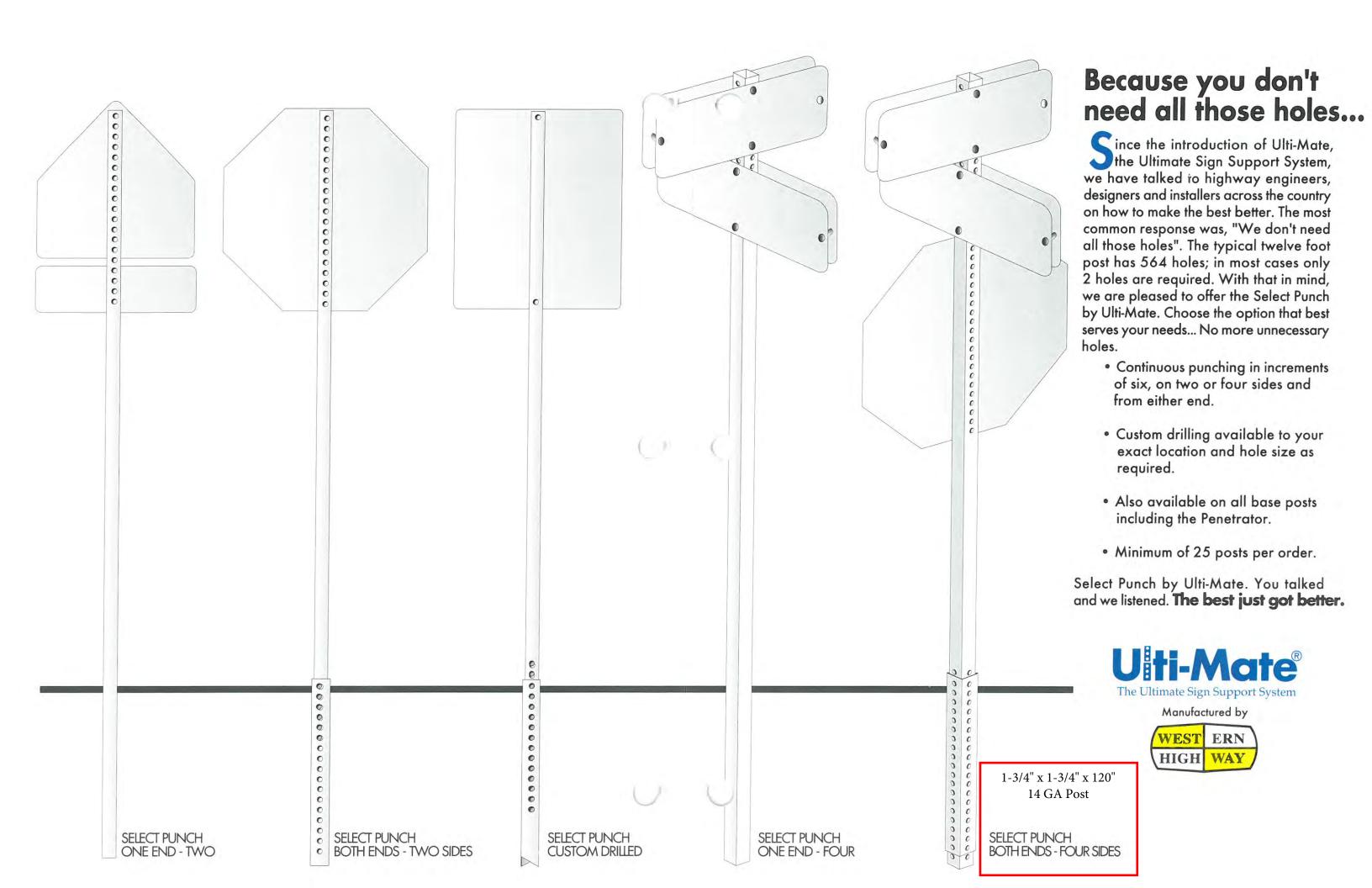
AVAILABLE PRODUCTS

.

	English				Metric	
	Wall T	hickness	Pounds		Wall Thickness	Kilograms
Tube Size	Gage	Inches	Per Foot	Tube Size	(mm)	Per Meter
1.75 x 1.75	14	0.083	1.71	44.45 x 44.45	2.10	2.54
2.00 x 2.00	14	0.083	1.99	50.80 x 50.80	2.10	2.96
2.25 x 2.25	14	0.083	2.28	57.15 x 57.15	2.10	3.39
1.50 x 1.50	12	0.105	1.74	38.10 x 38.10	2.66	2.59
1.75 x 1.75	12	0.105	2.09	44.45 x 44.45	2.66	3.11
2.00 x 2.00	12	0.105	2.44	50.80 × 50.80	2.66	3 63
2.25 x 2.25	12	0.105	2.79	57.15 x 57.15	2.66	4.16
2.50 x 2.50	12	0.105	3.14	63.50 x 63.50	2.66	4.69

Distributed by:

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

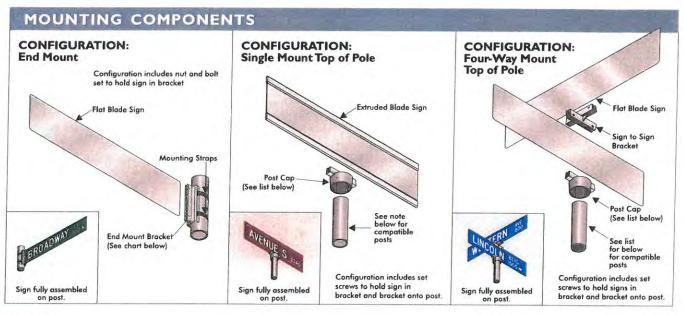


Western Highway Products

Manufacturers/Distributors of Traffic and Safety Products



HARDWARE FLAT AND EXTRUDED BLADES





END MOUNT BRACKET

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

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



MOUNTING STRAP

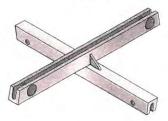
Stainless Steel Strap/Clamp inexpensive and convenient for mounting sign brackets and other uses. With a length of 32 inches, the clamp can accommodate poles up to 9 inches wide.

SIGN TO SIGN BRACKETS

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



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



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

POST CAPS AND POST INFORMATION

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



Cylindrical Post Caps

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

808F-2 for AF-9 signs

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



Square Post Cap

Fits Square Tube Post 850X for AX-6, AX-6.75 or AX-9 signs 850F for AF-6, AF-6.75 or AF-9 signs

U-Channel Post Cap

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

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

SIGN POST

H21-DP



6 ft. 1.12 #/ft 30 - 3/8" holes on 1" centers. Light weight but strong, Ideal for Defineators, or marking utility lines.

H21-GP

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

H21-GP

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

PIPE POST

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

GALVANIZED STEEL PIPE POSTS Schedule 40 steel pipe

Schedule 40 steel pipe 2 inch and 2 1/2 inch I.D. 10 1/2 ft. and 12 ft. long. IN STOCK

HO BA

"U" CHANNEL POSTS HOT DIPPED GALVANIZED OR BAKED ENAMEL GREEN

H21-SP

SIGN POSTS

8 ft. 9 ft. 10 ft. 11 ft. 12 ft.

2 lb. per toot

(Other lengths on special order) Hot rolled, high carbon, real steel, 30° holes purched on 1° centers, full length. Bottom pointed, high carbon steel a recommended because it resist bending Mere & exceeds California State specifications.

Ulti-Mate

The Ultimate Sign Support System

DIRECT

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



EZ INSTALLATION

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



HI-IMPACT INSTALLATION

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

	Eng	lish		Metric							
	WallT	hickness	Pounds		Wall Thickness	Kilograms					
Tube Size	Gage	Inches	Per Foot	Tube Size	(mm)	Per Meter					
1.75 x 1.75	14	0.083	1.71	44.45 x 44.45	2.10	2.54					
2.00 x 2.00	14	0.083	1,99	50.80 x 50.80	2.10	2.96					
2.25 x 2.25	14	0.083	2.28	57.15 x 57.15	2.10	3.39					
1.50 x 1.50	12	0.105	1.74	38.10 x 38.10	2.66	2.59					
1.75 x 1.75	12	0.105	2.09	44.45 x 44.45	2.66	3.11					
2.00 x 2.00	12	0.105	2.44	50.80 x 50.80	2.66	3.63					
2.25 x 2.25	12	0.105	2.79	57.15 x 57.15	2.66	4.16					
2.50 x 2.50	12	0.105	3.14	63.50 x 63.50	2.66	4.69					

See Separate Literature

SIGN POST ACCESSORIES



H25-4A DETACHABLE POST PULLER ONLY (any shape post) Must be used with Jack

H25-7 POST PULLER JACK ONLY Includes Base & Handle.



H25-6

Self Locking U-Post Step





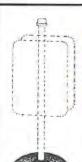
H25-8

POST DRIVER For Driving U Channel Sign Posts. 38 b.



1 1/2" x 48 PIPE ONLY Painted Black

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



H26-20B

20 lb. Base Only

H26-30B 30 lb. Base Only

H26-40B 40 lb. Base Only

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



ULTI-MATE STOP

TO BE USED FOR TEMPORARY TRAFFIC CONTROL SITUATIONS.

See separate literature for complete information.



H21-SPDC MANUAL DRIVE CAP For U-Channel

H21-SPPDC

POWER DRIVE CAP & 7/8" SHANK For U-Channel



UM-MDC175

MANUAL DRIVE CAP For 1 3/4" anchor posts. MANUAL DRIVE CAP

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

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



UM-PDCS7/8-425 POWER DRIVE SHANK 7/8" x 4 1/4"

UM-PDCS1-425 POWER DRIVE SHANK

UM-PDCS11/8-6 POWER DRIVE SHANK UM-PDCS11/4-6



UM-PDC175 POWER DRIVE CAP

For 1 3/4" anchor posts UM-PDC200 POWER DRIVE CAP



For 2" anchor posts.
UM-PDC225

POWER DRIVE CAP For 2 1/4" anchor posts.
UM-PDC250 POWER DRIVE CAP



STREET NAME SIGN HARDWARE

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

10650 FERN AVENUE, STANTON, CALIFORNIA 90680 (714) 761-4811 (800) 479-3783 FAX (714) 952-2118 www.westernhighway.com E-mail whpsales@westernhighway.com http://www.westernhighway.com



SIGN MOUNTING HARDWARE



STRAP-ON BRACKET

(Straight Leg) Extra Heavy 1/6" Steel, Hot dipped galv with 5/16" tapped hole. Slotted for 3/4" Strap. Mounting Bolt not included

H1-SLSS

STAINLESS STEEL BRACKET Includes Mounting Bolt.



H6-STB

SEAL-TITE BOLT

5/16" X 1/2" bolt with Neoprene washer for mounting Signs with tapped brackets or pipe.



H2-FL

STRAP-ON BRACKET

(Flared Leg) For banding to large poles. Extra Heavy 1/8" Steel, Hot dipped galv, with 5/16" tapped hole. Slotted for 3/4" Strap.

H2-FLSS

STAINLESS STEEL BRACKET Includes Mounting Bot.



H6-TPBKEY

KEY WRENCH For tamper proof bolt.

H6-TPDB RACKET DRIVER

For tamper proof boit.

H6-TP

TAMPER PROOF BOLT 5/16" X 1/2" special spanner Use same as H6-STB bolt.



STRAP-ON BRACKET CANTILEVER

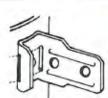
Heavy Gauge Aluminum Use one for each sign hole. For mounting double face Signs - slotted for 3/4" strap and punched for 5/16" bolts.



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

VANDLGARD-NUT Tamper Proof Nut for Sign Mounting Call Western Highway for

information on this unique, easily installed nut that outs sign losses.



H4-D-007 STRAP-ON L-MOUNT BRKT. Stainless Steel

Double hales for mounting long signs. May be used back to back in pairs for extra rigid cantilever mounting. Stated for 3/4" Strap.



H6-2.5 BG 2 1/2" - Galv. H6-2.5 BP 2 1/2" - Plated

BUTTON THEFT PROOF BOLT When this button head bolt is used with nut H6-VGN above, theft is almost impossible. 5/16" Diameter. Available in both galvanized and

plated. H6-4.5 CB 4 1/2*

Plated Carriage Bolt includes adaptor washer. Washer can be sold as seperate item



BOLT-ON SPACER Galv. Channel Iron 1 1/2" x 1 1/2" x 1/8"

Provides flat mounting aurlace when bolting sign to any size pipe to prevent wobble.



SIGN MTG. HDWR. For U Channel Posts. Aluminum spacer 3 1/2" x 2 1/2"; 5/16" x 2 1/2" Bolt, Washer and Nut.



H6-24

GUIDE PLATE MTG. HOWR. 1/4 X 1/2" Bolt, Washer and Look Nut (6 sets regd. per Guide Marker).

SIGN MOUNTING HARDWARE



STAINLESS STEEL-CLAMP

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



H9-2.5

CLAMP ON U-BRACKETS

(Single Bracket) Includes steel zinc coated U bolt with nuts and cast aluminum bracket. Sign fastening bolt not

included. (Use H6-STB or H6-TP) Fits 2" and 2 1/2" I.D. standard pipe, oliminates strapping or drilling holes.



H14-C130

34" STRAPPING TAPE

.015 Stainless Steel 200 Ft. Roll.



34" STRAPPING TAPE 020 Stainless Steel 200 Ft. Roll.



H14-C156

VALUE CLIP 100 per Box.



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

To tr 4 × 4 posts.

H10-2 (3'16 × 1 × 37 1/4")

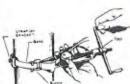
To fr 4 × 6 posts.

H10-4.5HG

HEX HEAD BRACE BOLT 5/16" x 4 1/2" Includes nut & washer. H10-6.5HG

HEX HEAD BRACE BOLT 5/16" x 6 1/2" Includes nut & washer

HEX HEAD BRACE BOLT



H18-C001 BANDING TOOL

For use with any size Banding or Strapping Tape.



H11-C203 3/8"

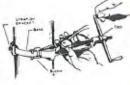
H11-C204 1/2"

H11-C205 5/8" H11-C206 3/4"

HEAVY DUTY

BANDING TAPE

.030 Stainless Steel 100 Ft. Roll



H19-HP2 HAND PLIER RIVETING TOOL For self-setting rivets, Complete with 4 size Heads - 3/32, 1/8,

H20-AB66A

3/16" SELF-SETTING RIVETS For fastering C.M. Refl. Buttons with Hand Piler, 100 per Box.

H20-18

1.4" x 7/8" POP RIVET 100 per Bax.

H20-26

CHERRY-MATE FASTENER 1/4" X 1 3/8" POP RIVETS

A convenient way to mount signs on the H21-SP sign posts. 100 per Bax

H20-316 3/16" x 9/16" DRIVE RIVETS For fastering C.M. Ref. Buttons

with Hammer

H20-38 3/8" x 1/2"

For sign mounting, 100 per box



H16-C253 3/8"

H16-C254 1/2"

H16-C255 5/8" H16-C256 3/4"

HEAVY DUTY

BUCKLES

Stainless Steel 100 per Box



APPENDIX C

CONTRACTORS POTHOLE LOG FORM

Utility Pothole Log

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

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

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

APPENDIX D

STAGING AREA LOCATION AND LIMITS



APPENDIX E

RESIDENT NOTIFICATION LETTER



City Council

Gina Dawson, Mayor Wei-Tai Kwok, Vice Mayor Carl Anduri, Council Member Susan Candell, Council Member John McCormick, Council Member

Dear Resident:

______, under contract with the City of Lafayette, will be performing maintenance repairs on your street. This work will be done in one or three distinct phases, depending on the design treatment for your street. Please see work schedule on the back of this notice indicating what work is scheduled for your street. The hours of construction will be from 8:30 AM to 4:30 PM, Monday through Friday. Work will begin with pavement repairs followed by crack filling, and microsurfacing seal as a final finish. Please note that the microsurfacing seal can take up to 3 hours to dry sufficiently to allow cars to drive on it.

In order to provide the City and its residents with a better-looking and longer lasting road, as well as provide the workers with a safe work environment, we ask that traffic closures be observed. During the microsurfacing seal process the following streets will be closed to all non-emergency vehicles (Hillcrest Dr, Sibert Ct, Tanglewood Dr, Fallen Leaf Ct, Goyak Dr, Vacation Dr, Oak Ct, Hermosa Ct). The remaining streets will be coated one side at a time. Access to properties will be restricted during this time as non-emergency vehicles will not be permitted to drive across or on the wet slurry. During the microsurfacing seal process access to your property will not be possible for a period of up to 5 hours. Please note that if you live off a street that will receive a microsurfacing seal treatment your access will also be restricted.

Barricades and traffic cones will be placed to prevent vehicles from entering the wet areas. Please do not go around the traffic control devices; microsurfacing seal is a tar-like substance that can splash onto the sides of vehicles as well as track onto other surfaces such as driveways and sidewalks if driven through or walked upon while wet. If you do have oil on something, simple dish soap and water will clean the area if caught before the oil has had time to dry. Otherwise, we recommend a citrus solvent-type cleaner.

Notification and no parking signs will be placed on the road a minimum of 3 days prior to the start of each phase of work. These signs will provide the roadwork dates when parking on the street will not be allowed. It is very important that our contractor's crews have access to the entire street. Please note that vehicles parked on the street blocking construction activities will be towed at the owners' expense. In order to sweep excess loose rocks after placement, we request that you park off the microsurfacing sealed streets for two days following the placement of the seal.

In the event the contractor is unable to perform microsurfacing seal work on your street on the scheduled day project information signs at the entrance to your street will be updated to provide the new date and times for the work.

If you have any questions regarding these access restrictions, please contact me at (925) 299-3245.

Sincerely,

Tim Clark, Associate Engineer

Street and Limits of Work	Pavement Repair	Crack Fill	Slurry Seal
Acalanes Road Hidden Valley Road to El Nido Ranch Road	Date	Date	Date
Mount Diablo Boulevard El Nido Ranch Rd to Dolores Drive	Date	Date	Date
Mountain View Drive Mount Diablo Boulevard to Brook Street	Date	Date	Date
Hillcrest Drive Laurel Drive to End	Date	Date	Date
Golden Gate Way First Street to Mount Diablo Boulevard	Date	Date	Date
Sibert Court Tanglewood Drive to End	Date	Date	Date
Tanglewood Drive Moraga Road to Sibert Court	Date	Date	Date
Fallen Leaf Court Silver Dell Road to End	Date	Date	Date
Goyak Drive Springhill Road to End	Date	Date	Date
Quandt Road Del Arroyo Court to Woodrough Road	Date	Date	Date
Vacation Drive Stanley Blvd to End	Date	Date	Date
Pleasant Hill Road Mount Diablo Boulevard to Olympic Boulevard	Date	Date	Date
Oak Court Sweet Drive to End of Public Segment of Oak Ct.	Date	Date	Date
Lucas Circle North Intersection with Lucas Dr to South Intersection with Lucas Drive	Date	Date	Date
Saint Mary's Road Rohrer Drive to Southern City Limit	Date	Date	Date
Hermosa Court Camino Colorado to End	Date	Date	Date

APPENDIX F

CALTRANS ENCROACHMENT PERMIT

STATE OF CALIFORNIA • DEPARTMEI	NT OF TRANSPORTATION			FM 91 1436							
ENCROACHMENT PERM DOT TR-0120 (REV 05/2023)	IT	Permit No. 04-23-N-MC-1064									
		Dist/Co/Rte/PN	1								
In compliance with your application	of May 20, 2023	04/CC/24/PM R4.4									
Reference Documents:		Permit Approva									
Utility Notice No.	of	Performance B	ond Amount (1)	Payment Bond Amount (2)							
Agreement No.	of	\$0		\$0							
R/W Contract No.	of	Bond Company	У								
Project code (ID):	CFC #:	\$ N/A	(4)	Bond Number (2)							
	ork Order No. 014-9739	Bond Number \$ N/A	(1)	\$ N/A							
TO: 3675 Mt. Diablo Boulevard Laffayette, CA 94549	4,	, PERMITTEE	Ē								
Payran Street, Petaluma, CA 9495 holidays. Notwithstanding General Provision obtain a closure ID prior to the star Form".	eart of work under this encroach 2, at reza.shirazi@dot.ca.gov o 35, lane closures and other ac t of work. Requests must be su	nment permit, notice not (510) 715-9573, we stivities that may caus ubmitted using the atta	nust be given to Sta ekdays between 7: e a traffic impact re ached "Encroachma	equires the permittee to apply for and ent Permit Work Scheduling Request							
THIS PERMIT IS NOT A PROPER	TY RIGHT AND DOES NOT T	RANSFER WITH TH	In addition to fee	e, the permittee will be billed actual							
The following attachments are also	included as part of this permit	(check applicable):	costs for:	, the permitted that I have							
XYES NO General Provisi	ons		XES NO	Review							
☐ YES ☒ NO Utility Maintena			∑ YES ☐ NO	Inspection							
	pecial Provisions		YES	Field Work							
☐ YES ☐ NO Special Provision				(if any Caltrans effort expended)							
	ermit, if required: Permit No		As-built Plans a	re Required							
	Submittal Route Slip for Locally	Advertised Projects	☐ YES ⊠ NO)							
	ollution Protection Plan	,									
		ntation has been revie	ewed and considere	ed prior to approval of this permit.							
This permit is void unless the work				, 2024							
This permit is to be strictly constru	ed and no other work other tha	n specifically mention	ned is hereby autho	rized.							
No project work shall be commend	ed until all other necessary per	rmits and environmen	ital clearances have	e been obtained,							
CC: #1: DAVID L DESPAIN #2: SORATHA SING	APPROVE	:U:		Dina El-Tawansy, District Directo							
#3: MOHAMMAD R SHIRAZI	BY										
#4:	Fereid	oon Neiabat		ON NE IADAT District Parmit Enginee							
	Fereidoon Nejab	at (Nov 8, 2023 14:26 PST)	FEREIDO	ON NEJABAT, District Permit Enginee							

City of Lafayette 04-23-N-MC-1065 Page 2 of 4

Attn: Tim Clarke Email: tclark@ci.lafayette.ca.us Phone: (925) 299-3245

Notwithstanding General Provision 35, lane closures and other activities that may cause a traffic impact requires the permittee to apply for and obtain a closure ID prior to the start of work. Requests must be submitted using the attached "Encroachment Permit Work Scheduling Request Form".

In addition to the 2022 Standard Specifications and Standard Plans (available at https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications), the attached "Encroachment Permit General Provisions" (TR-0045) (available at https://dot.ca.gov/-/media/dot-media/programs/traffic-operations/documents/encroachment-permits/appendix-k-ada.pdf), "Hazardous Materials and Hazardous Waste Management Special Provisions" (TR-0408), and "Storm Water Special Provisions for Minimal or No Impact (SWSP)" (TR-0400) (available at https://dot.ca.gov/-/media/dot-media/programs/traffic-operations/documents/encroachment-permits/appendix-k-ada.pdf) all work permitted herein must comply with the following provisions:

A pre-job meeting with the State Representative is required at least 7 days prior to the start of any work under this encroachment permit. Failure to do so may result in permit revocation with no prejudice.

The permittee must provide the stage construction plans, traffic handling plans, work schedule, and a list of all sub-contractors to the State Representative at the time of the pre-job meeting.

Certain details of work authorized herein are shown on the plans and specifications submitted by the permittee, and attached to this encroachment permit.

All the permittee's personnel must wear appropriate and approved personal protective equipment per Chapter 12 of Caltrans "Safety Manual", including hard hats and bright-colored safety vests, shirts or jackets with retro-reflective material, while on the State right-of-way.

Permittee must give the State Representative at least 7 days advance notice for lane closure requests.

Permittee must stop work and notify the State Representative immediately upon encountering field safety or environmental issues.

Permittee must coordinate all scheduled construction activities with other construction activities which may be in progress in the same general area.

Request for rider permit must be made minimum two weeks prior to start of the construction.

Signs, lights, flags or other protective devices must not obscure the visibility of, nor conflict in intent, meaning, and function of either existing signs, lights and traffic control devices, or any construction area signs.

On conventional highways, permittee's vehicles and equipment not involved in the permitted activities must be legally located off the traveled way and not interfere with free traffic and pedestrian flow.

On freeways and expressways, permittee's vehicles and equipment not involved in the permitted activities must be legally located outside the State highway right-of-way.

No vehicle or equipment must be stored overnight within the State highway right-of-way. All vehicles and equipment must be removed immediately at the completion of the day's work. Refueling of vehicle or equipment within the State highway right-of-way is strictly prohibited.

Traffic control must comply with the 2022 Caltrans Standard Plans T9 through T22 (available at https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications), and the California MUTCD, Part 6, "Temporary Traffic Control" (available at https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files).

City of Lafayette 04-23-N-MC-1065 Page 3 of 4 Attn: Tim Clarke Email: tclark@ci.lafayette.ca.us

Phone: (925) 299-3245

All traffic control devices must be installed, maintained, and removed by a qualified traffic control contractor.

Construction activities must not inconvenience the public or abutting property owners. Maintain access to driveways, houses, and buildings.

The State Representative and CHP reserve the right to require reopening the highway at any time as necessary. All cost must be borne by the permittee.

No lane must be closed or obstructed at any time unless specifically allowed elsewhere in this encroachment permit, shown in approved traffic control plans, and/or as directed by the State Representative or Law Enforcement Officer.

All traffic and turn movements must be accommodated.

Except for installing, maintaining, and removing traffic control devices, any work encroaching within 3 feet of the edge of a travel lane for areas with a posted speed limit below 45mph, or 6 feet of the edge of a travel lane, for areas with a speed limit posted at 45mph or higher, requires closing of that travel lane. Any work encroaching within 6 feet of the edge of the shoulder, requires closing of that shoulder.

Do not reduce an open traffic lane width to less than 11 feet. If traffic cones or delineators are used for temporary edge delineation, the side of the base of the cones or delineators nearest traffic is considered the edge of traveled way.

Traffic control using flagging, must comply with the California MUTCD, Part 6E, "Flagger Control" (available at https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files), and Cal/OSHA Construction Safety Orders, Section 1599, "Flaggers", (available at https://www.dir.ca.gov/title8/1599.html).

Portable changeable message signs must comply with the California MUTCD, Chapter 2L, "Changeable Message Signs", and Section 6F.60, "Portable Changeable Message Signs" (available at https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files).

When the work area encroaches upon a sidewalk, walkway, or crosswalk area, special consideration must be given to pedestrian safety. Protective barricades, fencing, handrails and bridges, together with warning and guidance devices and signs must be utilized so that the passageway for pedestrians, especially blind and other physically handicapped, is safe and well defined and shown on the approved plan.

Temporary pedestrian facilities must comply with the Caltrans Temporary Pedestrian Facilities Handbook (available at https://dot.ca.gov/-/media/dot-media/programs/construction/documents/contract-administration/temporary-pedestrian-facilities-handbook-ally.pdf and the California MUTCD Part 6, Chapter 6D – "Pedestrian and Worker Safety" (available at https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files).

Notwithstanding General Provision 13, temporary pedestrian access routes must comply with the 2022 Caltrans Standard Plans T30 through T34 (available at https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications).

Temporary pedestrian walkways and canopies must comply with the requirements of the applicable local agency or the latest edition of the International Building Code whichever contains the higher standards.

The permittee must comply with all requirements of the California Public Resource Code Sections 5024.5 and 5097.98, California Health and Safety Code Section 7050.5 (both available at https://leginfo.legislature.ca.gov/faces/codes.xhtml), and Volume 2 of the Caltrans Environmental Handbook. (available at https://dot.ca.gov/programs/environmental-analysis/standard-environmental-reference-ser).

City of Lafayette 04-23-N-MC-1065 Page 4 of 4

Attn: Tim Clarke Email: tclark@ci.lafayette.ca.us Phone: (925) 299-3245

Obliterated pavement markings must be replaced in kind.

Utility pull boxes, manholes, vaults, and other utility facilities must be adjusted to grade.

All signs and markings must comply with the California MUTCD (available at https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files).

Changes to the provisions herein require an Encroachment Permit Rider, except for minor changes authorized by the State Representative.

Time extension requests must be made a minimum 2 weeks prior to permit expiration.

The State Representative or CHP may stop work not being performed in compliance with this permit.

Neither materials nor waste must be stockpiled within the State highway right-of-way.

All mud, dirt, and gravel tracked onto the roadway must be immediately removed.

Upon completion of work authorized by this encroachment permit, the permittee must provide the State Representative with As-Built plans, in accordance with General Provision 22.

Upon completion of work authorized by this encroachment permit, permittee must provide the State Representative with "Notice of Completion" (TR-0128) (available at http://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?firmid=TR0128).

Conditional Requirement(s):

Work must not start until the documents listed below have been submitted to, reviewed by, and approved by Caltrans. This permit is conditionally issued without the documents listed below, at the request of the Permittee. The Permittee acknowledges and will ensure that the following documents will be submitted to Caltrans for review and approval prior to scheduling authorized work/activities:

- The Permittee must submit a completed and signed "Encroachment Permit Applicant: Contractor(s) Authorization Form" (Form TR-0429) (available at https://dot.ca.gov/-/media/dot-media/programs/traffic-operations/documents/encroachment-permits/tr-0429-ally.pdf) with information of all the Permittee's contractors, and their sub-contractors who will be performing work authorized under the conditions of this encroachment permit. Permittee must also have all contractors complete their portion of the form and submit the final signed forms to the State Representative and District Permit Engineer at or prior to the preconstruction meeting. The form must be completed by hand.
- The Traffic Control Plans, stamped and signed by a California Licensed Professional Engineer must be submitted

Non-compliance with this provision may result in Caltrans taking actions including but not limited to canceling this permit without further notice, requiring bonds, and/or not providing such conditional approvals for the Permittee on future projects.

Additional Enclosure(s):

- 1. Project Plan Documents
- 2. Notice of Completion (TR-0128)
- 3. Work Authorization Instruction and Request Form
- 4. Contractor(s) Authorization Form (TR-0429)



D4 Encroachment Permit Work Scheduling Request Form

Submit your request to schedule traffic control weekly, 7 days in advance, using this form. Submit your request to State Representative (Inspector) listed on page 1 or 2 of your permit. If your inspector is not available, contact Permit Duty Station at (510) 286-4401. Check special provisions for authorized work hours. Any deviation from the permit must be in writing and requires additional review and approval.

INSTRU	CTION	S AND AB	BREVL	ATIONS	: Se	e the	proce	edu	res	on	pa	ge l	2 of	f th	is f	orn	n.		_		Б.			
1. Permi	t No.: _				_		_	2. I	Exp	ira	tioi	ı D	ate	-	_	_	1 7 7 7	3.	Red	ques	t Date	e:	100	
4. Caltra	ns Inspe	ector:			_		_	_		_	_		_ 5	. K	equ	est	ed W	ork V	veel	C:		-	to_	
6. Route	1	7.	County				-		_	_	8. (City	y OI	10	wr	ishi	p:	т.		-	/ T):	_		Lns
9. 🔲 Po	stMiles	: From:		To:		$^{-10}$. Exist	ting	g La	me	s (i	n e	ach	ιDi	r):	ע	ır	 	ns_	-	_/ Di	_		L115
11. Desc	cribe Lo	cation (use	landma	ark if ne	cess	ary):	Fro	m: ˌ		-		-		_	_	_		10: _	-	-				
12. Nam	e of Co	nventional	Highwa	ay or Su	rfac	e St:	D. 11			_			г т	1	1	1 T T		<u></u>	E11				dir	or D both dir
13. Fill i	n or 'x'	if applical	ole <u>(a th</u>	rough k): (a)		Divid	ed .	<u>Hw</u>	<u>y</u>	or [╝.	Uno	11V1	aec	<u> </u>	<u>wy</u> (L	" 🗀	run	I-CIC	1541E	1 667	<i>E</i> 10	or both dir
(c)	One-W	ay Traffic	Control	: Only o	n "l	Jndi	vided"	' H	wy	(AI	tern	ate	use	of s	ame	lan	e tor t	oth di	rectio	ONS1	noia iri	<i>amc</i> T	<i>3 –10</i>	min w/flaggers) #
(d)	Connec	ctor Ramp:	(State	e Highwa	ay#)	_	_	_	_to	(5	tate	e H	igh	wa	y #)	-			_CIO	sea	, L		ane	#
(e) 🔲	Off-ran	<u>np:</u> (Freew	ay to C	<i>ity St.)</i> F	Ramp) Na	me: _		_	_	_	_	-		_			_Of	f-rar	np C	losec		or L	ane#:
(f) []	On-ram	n: <i>(City St</i>	. to Fre	ewav) R	amp	Nar	ne:											_On-	ram	ıp CI	osed		or La	ne#:
(g) □	Divert'	Traffic or	Contra 1	Flow: Re	econ	figu	re Lns	/di	vert	tra	affi	c to) L	ane	# _	i	n the	_	Dire	ection	n;	_Lns	s ope	n each dir
(h) 🔲	Intermi	ttent Traff	ic Cont	rol(i)	Vai	rious	Loca	tio	ns	(j)		Lo	ng	-Te	rm	(24	1+ ho	urs c	onti	nuou	s) ET	0_		
(k) Y				me		ir		* *	k *	*	*	R	esti	ict	ed	L	anes	* *	*	* *	*	Bı	rks	Closure ID#
From	То	DAY(S)		CLOCK	(D)		Full Closure	SHI	LDR							V	Aux	CD	TU PCI	JRN KT(S)	Park	5 to		Caltrans will complete &
DATE	DATE	SU-M-T-W- TH-F-SA	Start (10-97)	Finish (10-98)	EB	WB	Closure See Detour	L	R	1	2	3	4	5	6	Ĺ	or Coll	or Med	L	R				return
) ;	U	V									_	-			_								
												_												
										9														
									10			_		5		_								
									7.3	J				10										
						- 1				_								-						
14. Des	cription	of work/co	omment	s:																				
																				_				
15. Deto	our (<i>Req</i> u	uired for full	<i>closure</i>):															_						
													_			_			_			-		
16. Con	tingency	y Plan:		_							_	_			_									
17. On-	site duri	ng work (a	circle if ap	oplicable)	: CF	HP /	PD	/ (Oth	er:	_	_												
18. Na	me:		Pern	nittee or F	ermi	ttees	Represe	enta	tive/	′Co	ntra	cto	:											
			Add	ress includ	ling z	ip co	de:																	
			Nam	ıe:																				
	Personn	el f person in	Ema	il:																				
respons	ible char	ge & phone	Offic	ce:										AX										
number(s).			Cell										I	Eme	rger	ıcy	phone	numb	er 24	/7:				

19. "REAL-TIME" STATUS INSTRUCTIONS - PLEASE MAKE YOUR FIELD PERSONNEL AWARE & RESPONSIBLE!

Permittee must STATUS lane closures DAILY via Caltrans District 4's 24-Hour Communication Center at (510) 286-6359.

Status using Closure ID Number when work begins, to 1097 (1st cone down), and again to 1098 (last cone picked up); OR, 1022 to cancel. Any delay in picking up your closure must be reported immediately.

- - --

D4 Encroachment Permit Work Scheduling Procedures



- 1. INSTRUCTIONS: Fill in blanks or check appropriate boxes. Attach maps or diagrams, if available. Enter beginning day through ending day of work week (M-T-W-TH-F-SA-SU). Date: Month/Day—Enter month (01-12) and day (01-31) of requested week. Start & Finish Time: Use 24-hour clock format. Read the Permit Special Provisions for hours & days allowed. Separate lane closure #'s are required for each direction and facility. Use separate line for each. Lanes are numbered in direction of travel from left to right, excluding turn pockets; left being #1 or "fast lane." Check boxes under Restricted Lanes to indicate lanes or parts of highway to be closed. VL may be checked with note in Comments Section stating number of lanes to remain open at all times.
- 2. ABBREVIATIONS: Aux=auxiliary, CD=Center Divide; Coll=Collector; Contra Flow=Close 1 direction of traffic and divert to lane(s) in opposite direction or a turn lane. DAY(S)=(M-T-W-TH-F-SA-SU); Dir=Direction (NB=Northbound, SB=Southbound, WB=Westbound, EB=Eastbound); ETO=Emergency Traffic Operations; F/L=fog line; Hwy=Highway; Lns=Lanes; L=Left; Med=Median; Park Strip=Parking area parallel to lane; PCKT=Pocket; Rolling=traffic breaks for closure such as sweeping; R=Right; SHLDR=Shoulder; VL=Various Lanes
- **3.** Requests for scheduling must be submitted on this form to the Inspector listed on page 1 or 2 of your permit. If your inspector is not available, contact Permit Duty Station at (510) 286-4401.
- **4.** All permitted work (with or without traffic control) is subject to advance scheduling on this form, seven (7) days in advance o the work week requested. Submittals and approvals must continue on a weekly basis.
- 5. If work begins weekly on Sunday, the work week must be Sunday through Saturday. If work week begins on Monday, the work week must be Monday through Sunday.
- **6.** Incomplete, illegible, or inaccurate requests may be returned for correction. Assistance for completing the request may be obtained from the designated State Representative.
- 7. Every attempt will be made to return timely requests with closure ID or work authorization numbers, to the Permittee by close or business on Thursday, prior to the scheduled work week. When deemed necessary to ensure public convenience, Caltrans may deny and/or reschedule the request.
- 8. All requests must include a contingency plan for restoring public traffic (i.e. reopening of a closed lane, ramp and/or shoulder) ir the event of (1) CHP or the local authority requires opening due to an unforeseeable incident in the nearby vicinity, or (2) permitted experiences an equipment breakdown, shortage of or lack of production materials or any other failure which would otherwise delay restoring public convenience within the time limits specified in the permit. The contingency plan must include availability of any proposed standby equipment and stockpiled materials that can be utilized for the immediate opening of closures when ordered by the State representative. Acceptance of the contingency plan by the Engineer must no relieve the Contractor from the requirement of opening the restricted travel way to accommodate public traffic as specified in the lane closure hour's section of the permit provisions.
- 9. Caltrans will review and process the request by entering all information into the Statewide Lane Closure System (LCS). This process generates a work authorization number*. This number will be entered on the request form and returned to Permittee as approval to proceed AND will be used to "Real-Time Status" on a daily basis. Permittee must communicate with Caltrans 24-hour District 4 Communication Center (DCC) via telephone at (510) 286-6359 twice daily when working, or once daily if cancelled.
 - a. When work begins (1st cone down), Permittee must contact Caltrans DCC and relay: "(Closure ID #*) is 1097."
 - b. When work ends (last cone picked up), Permittee must contact Caltrans DCC and relay: "(Closure ID #*) is 1098."
 - c. If the work is cancelled on any scheduled day, Permittee must contact Caltrans DCC and relay; "(Closure ID #*) is 1022." A "10-22" (cancellation) can be phoned any time before the scheduled "10-97" time, but no later than 1 hour prior to scheduled "10-98" time.
 - d. During the work, any unexpected occurrences including delayed openings, accidents, etc., must be communicated to Caltrans DCC immediately.

Avoid possible miscommunication when calling status. Use the **PHONETIC ALPHABET** to state your Closure ID:

A=Adam, B=Boy, C=Charles, D=David, E=Edward, F=Frank, G=George, H=Henry, I=Ida, J=John, K=King, L=Lincoln, M=Mary, N=Nora, O=Ocean, P=Paul, Q=Queen, R=Robert, S=Sam, T=Tom, U=Union, V=Victor, W=William,

X=X-ray, Y=Yellow, Z=Zebra. Example: P82CA="Paul 82 Charles Adam"

10. The intent of these procedures is to help ensure public convenience by identifying planned closures on the State Highway system, resolving potential conflicts, and disseminating all available "REAL-TIME" information via the traffic media to all motorists, including but not limited to the public, CHP, local police and sheriffs' office, and emergency fire and rescue personnel.

^{* &}quot;closure ID number" is the same as "work authorization number"

Page 1 of 2

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION ENCROACHMENT PERMIT APPLICANT: CONTRACTOR(S) AUTHORIZATION FORM DOT TR-0429 (NEW 12/2022)

The Permittee warrants and represents the Permittee has hired the following prime contractor(s) to perform the approved encroachment activities under
Encroachment Permit # on the Permittee's behalf as agents in accordance with Encroachment Permit General Provision #4 or Adopt-A-
Highway Special Provision #3, whichever is part of the Encroachment Permit. The Permittee warrants and represents the Permittee has provided a copy of the
Encroachment Permit to the prime contractor(s) listed below, and further warrants and represents that the activities related to the Encroachment Permit, whether
performed by the Permittee or by the prime contractor(s) below or by any person or entity acting for or on behalf of the Permittee, will be performed in compliance
with all terms, conditions, specifications, standards, provisions, and other requirements of the subject Encroachment Permit. The person signing below warrants
and represents such person has authority on behalf of the Permittee to make the warranties and representations contained herein, and to agree to and so bind
the Permittee to this page.

List of authorized prime contractors for the encroachment permit:

Contact Person's Information (Phone # and E-mail)			
Contact Person			
Scope of work (Traffic Control/civil work etc.)			
Contractor Name			

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Permittee

Name and Title of Person Signing for Permittee (Print)

Signature

Date

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION ENCROACHMENT PERMIT APPLICANT: CONTRACTOR(S) AUTHORIZATION FORM DOT TR-0429 (NEW 12/2022)

By signing below, each prime contractor acknowledges that such prime contractor has received a copy of Encroachment Permit #	ō
agrees such prime contractor, and such prime contractor's employees, managers, officers, directors, agents, subcontractors, and suppliers, will comply with,	تے
and will perform all activities in accordance with, all terms, conditions, specifications, standards, provisions, and other requirements of the Encroachment Permit,	ئيڊ
including but not limited to notifying the permit inspector as required in the Encroachment Permit and reporting the lane closure notifications per the	ā
Encroachment Permit General Provisions (TR-0045). Each person signing on behalf of each prime contractor warrants and represents such person has the	Φ
authority to make the acknowledgements, warranties, and representations contained herein on behalf of the named prime contractor, and has the authority to	0
agree to and so bind the named prime contractor to this page.	

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Contractor Name and Title of Person Signature Date Signing for Contractor (Print)	Name of Prime Contractor Name and Title of Person Signature Date Signing for Contractor (Print)	Date
Name of Prime Contractor Name and Title of Person Signature Date Signing for Contractor (Print)	Name and Title of Person Signing for Contractor (Print) Name and Title of Person Signing for Contractor (Print)	
	Signature	Date

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION NOTICE OF COMPLETION
TR-0128 (REV. 6/01) CT #7541-5529-1

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION NOTICE OF COMPLETION
TR-0128 (REV. 6/01) CT #7541-5529-1

PERMIT NO.	Dear Sir or Madam: All work authorized by the above-numbered permit was completed on	SIGNATURE OF PERMITTEE
PERMIT NO.	Dear Sir or Madam: All work authorized by the above-numbered permit was completed on DATE	SIGNATURE OF PERMITTEE

FM 92 1546 M

PERMIT NO.	F TRANSPORTATION	
	STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION NOTICE OF COMPLETION TR-0128 (REV. 6/01) CT #7541-5529-1	W
	STATE OF CALIFORNIA • NOTICE OF COMPLE TR-0128 (REV. 6/01) CT#	FM 92 1546 M

All work authorized by the above-numbered permit was Dear Sir or Madam: SIGNATURE OF PERMITTEE completed on

All work authorized by the above-numbered permit was

Dear Sir or Madam:

PERMIT NO.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION NOTICE OF COMPLETION
TR-0128 (REV. 6/01) CT #7541-5529-1

FM 92 1546 M

FM 92 1546 M

SIGNATURE OF PERMITTEE

completedon

ENCROACHMENT PERMIT GENERAL PROVISIONS

TR-0045 (REV. 12/2022)

- AUTHORITY: The California Department of Transportation ("Department") has authority to issue encroachment permits under Division 1, Chapter 3, Article 1, Sections 660 through 734 of the Streets and Highways Code.
- 2. REVOCATION: Encroachment permits are revocable on five (5) business days' notice unless otherwise stated on the permit or otherwise provided by law, and except as provided by law for public corporations, franchise holders, and utilities. Notwithstanding the foregoing, in an emergency situation as determined by the Department, an encroachment permit may be revoked immediately. These General Provisions and any applicable Special Provisions are subject to modification or abrogation by the Department at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State of California ("State") highway right-of-way may be exceptions to this revocation.
- DENIAL FOR NONPAYMENT OF FEES: Failure to pay encroachment permit fees when due may result in rejection of future applications, denial of encroachment permits, and revocation of the encroachment permit if already issued.
- PERMITTEE AUTHORIZATION FOR OTHERS TO PERFORM WORK: This encroachment permit allows only the Permittee and/or Permittee's authorized contractor or agent to work within or encroach upon the State highway right-of-way, and the Permittee may not assign or transfer this encroachment permit. Any attempt to assign or transfer this encroachment permit shall be null and void. Permittee shall provide to the Department a list of Permittee's authorized contractors/agents, in the form and at the time specified by the Department but if no time is specified then no later than the pre-construction meeting. Permittee shall keep the list current and shall provide updates to the Department immediately upon any change to the list of authorized contractors/agents, including but not limited the addition, removal, or substitution of an authorized contractor/agent, or a new address or contact information for an existing authorized contractor/agent. Permittee is responsible for the acts and/or omissions of any person or entity acting on behalf of the Permittee, even if such person or entity is not included on Permittee's list of authorized contractors and/or agents.
- 5. ACCEPTANCE OF PROVISIONS: Permittee, and the Permittee's authorized contractors and/or agents, understand and agree to accept and comply with these General Provisions, the Special Provisions, any and all terms and/or conditions contained in or incorporated into the encroachment permit, and all attachments to the encroachment permit (collectively "the Permit Conditions"), for any encroachment, work, and/or activity

- to be performed under this encroachment permit and/or under color of authority of this encroachment permit. Permittee understands and agrees the Permit Conditions are applicable to and enforceable against Permittee as long as the encroachment remains in, under, or over any part of the State highway right-of-way. The Permittee's authorized contractors and/or agents, are also bound by the Permit Conditions. Non-compliance with the Permit Conditions by the Permittee's authorized contractor and/or agent will be deemed non-compliance by the Permittee.
- 6. BEGINNING OF WORK: When traffic is not impacted (see General Provision Number 35), the Permittee must notify the Department's representative two (2) business days before starting permitted work. Permittee must notify the Department's representative if the work is to be interrupted for a period of five (5) business days or more, unless otherwise agreed upon. All work must be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this encroachment permit.
- 7. **STANDARDS OF CONSTRUCTION:** All work performed within State highway right-of-way must conform to all applicable Departmental construction standards including but not limited to: Standard Specifications, Standard Plans, Project Development Procedures Manual, Highway Design Manual and Special Provisions.

Other than as expressly provided by these General Provisions, the Special Provisions, the Standard Specifications, Standard Plans, and other applicable Departmental standards, nothing in these General Provisions is intended to give any third party any legal or equitable right, remedy, or claim with respect to the encroachment permit and/or to these General Provisions or any provision herein. These General Provisions are for the sole and exclusive benefit of the Permittee and the Department.

Where reference is made in such standards to "Contractor" and "Engineer," these are amended to be read as "Permittee" and "Department's representative," respectively, for purposes of this encroachment permit.

- 8. PLAN CHANGES: Deviations from plans, specifications, and/or the Permit Conditions as defined in General Provision Number 5 are not allowed without prior approval from the Department's representative and the Federal Highway Administration ("FHWA") representative if applicable.
- 9. RIGHT OF ENTRY, INSPECTION AND APPROVAL: All work is subject to monitoring and inspection. The United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, and other state, and federal agencies, and the FHWA, through their agents or representatives, must have full access to highway

facilities/encroachment area, at any and all times for the purpose of inspection, maintenance, activities needed for construction/reconstruction, and operation of the State highway right-of-way.

Upon completion of work, Permittee must request a final inspection for acceptance and approval by the Department. The local public agency Permittee must not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.

- 10. PERMIT AT WORKSITE: Permittee and Permittee's authorized contractors/agents must keep the permit package and current list of authorized contractors/agents, or copies thereof, at the work site at all times and must show such documents upon request to any Department representative or law enforcement officer. If the permit package or current list of authorized contractors/agents, or copies thereof, are not kept and made available at the work site at all times, then all work must be suspended.
- 11. CONFLICTING ENCROACHMENTS: Permittee must yield start of work to ongoing, prior authorized work adjacent to or within the limits of the Permittee's project site. When existing encroachments conflict with Permittee's work, the Permittee must bear all cost for rearrangements (e.g., relocation, alteration, removal, etc.).
- 12 PERMITS, APPROVALS, AND CONCURRENCES FROM OTHER AGENCIES AND/OR ENTITIES: This encroachment permit is invalidated if the Permittee has not obtained all permits, approvals, and concurrences necessary and required by law, including but not limited to those from the California Public Utilities Commission ("CPUC"), California Occupational Safety and Health Administration ("Cal-OSHA"), local and state and federal environmental agencies, the California Commission, and any other public agency and/or entity having jurisdiction. Permittee is responsible for providing notice of the encroachment to, and obtaining concurrence from, any person or entity (whether public or private) affected by the scope of work described in the encroachment permit, regardless of whether such notice or concurrence is required by law; the Department is not responsible to provide such notice or obtain such concurrence. Permittee warrants all such permits. approvals, and concurrences have been obtained before beginning work under this encroachment permit. The Department may, at the Department's discretion, require the Permittee to demonstrate that Permittee has obtained all such permits, approvals, and concurrences, and Permittee shall demonstrate this at the time and in the manner specified by the Department.
- 13. PEDESTRIAN AND BICYCLIST SAFETY: A safe continuous passageway must be maintained through the work area at existing pedestrian or bicycle facilities. At no time must pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades must be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour

- pedestrians to facilities across the street. Attention is directed to Section 7-1.04 "Public Safety," and to Section 12-4.04 "Temporary Pedestrian Access Routes," and to Section 16-2.02 "Temporary Pedestrian Facility," of the Department's Standard Specifications, and to California Vehicle Code section 21760, subdivision (c).
- 14. PUBLIC TRAFFIC CONTROL: The Permittee must provide traffic control protection, warning signs, lights, safety devices, etc., and take all other measures necessary for the traveling public's safety as required by law and/or the Department. While providing traffic control, the needs of all road users, including but not limited to motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act, must be an essential part of the work activity.

Lane, Bike Lane, Sidewalk, Crosswalk, and/or shoulder closures must comply with the Department's Standard Specifications and Standard Plans for Temporary Traffic Control Systems & Temporary Pedestrian Access Routes, and with the applicable Special Provisions. Where issues are not addressed in the Standard Specifications, Standard Plans, and/or Special Provisions, the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control) must be followed.

- 15. MINIMUM INTERFERENCE WITH TRAFFIC: Permittee must plan and conduct work so as to create the least possible inconvenience to the traveling public (motorized vehicles, unmotorized vehicles such as bicycles, pedestrians, person(s) with disabilities, etc.), such that traffic is not unreasonably delayed.
- 16. STORAGE OF EQUIPMENT AND MATERIALS: The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this encroachment permit. If encroachment permit Special Provisions allow for the storage of equipment or materials within the State highway right-of-way, the equipment and material storage must also comply with Section 7-1.04, Public Safety, of the Department's Standard Specifications.
- 17. CARE OF DRAINAGE: Permittee must provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Department's Standard Specifications, Standard Plans, and/or as directed by the Department's representative.
- 18. RESTORATION AND REPAIRS IN STATE HIGHWAY RIGHT-OF-WAY: Permittee is responsible for restoration and repair of State highway right-of-way resulting from permitted work (Streets and Highways Code, section 670 et seq.).
- 19. STATE HIGHWAY RIGHT-OF-WAY CLEAN UP: Upon completion of work, Permittee must remove and dispose of all scraps, refuse, brush, timber, materials, etc. off the State highway right-of-way. The aesthetics of the highway must be as it was before work started or better.
- 20. **COST OF WORK:** Unless stated otherwise in the encroachment permit or a separate written agreement with the Department, the Permittee must bear all costs

ENCROACHMENT PERMIT GENERAL PROVISIONS

incurred for work within the State highway right-of-way and waives all claims for indemnification or contribution from the United States, the State, the Department, and from the Directors, officers, and employees of the State and/or the Department. Removal of Permittee's personal property and improvements shall be at no cost to the United States, the State, and the Department.

- 21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the Permittee actual costs at the currently set Standard Hourly Rate for encroachment permits.
- 22. **AS-BUILT PLANS:** When required, Permittee must submit one (1) set of folded as-built plans within thirty (30) calendar days after completion and acceptance of work in compliance with requirements listed as follows:
 - a) Upon completion of the work provided herein, the Permittee must submit a paper set of As-Built plans to the Department's representative.
 - b) All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
 - c) The plans are to be prominently stamped or otherwise noted "AS-BUILT" by the Permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a Department stamp, or by signature of the Department's representative, must be used for producing the As-Built plans.
 - d) If construction plans include signing or striping, the dates of signing or striping removal, relocation, or installation must be shown on the As-Built plans when required as a condition of the encroachment permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage must show the removal, relocation, and installation dates of the appropriate staged striping and signing.
 - e) As-Built plans must contain the Encroachment Permit Number, County, Route, and Post Mile on each sheet.
 - f) The As-Built Plans must not include a disclaimer statement of any kind that differs from the obligations and protections provided by sections 6735 through 6735.6 of the California Business and Professions Code. Such statements constitute non-compliance with Encroachment Permit requirements and may result in the Department retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future encroachment permits or a provision requiring a public agency to supply additional bonding.
- 23. PERMITS FOR RECORD PURPOSES ONLY: When work in the State highway right-of-way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt encroachment permit is issued to the Permittee for the purpose of providing a notice and record of work. The Permittee's prior rights must be preserved without the intention of creating new or different rights or obligations.

- "Notice and Record Purposes Only" must be stamped across the face of the encroachment permit.
- 24. **BONDING:** The Permittee must file bond(s), in advance, in the amount(s) set by the Department and using forms acceptable to the Department. The bonds must name the Department as obligee. Failure to maintain bond(s) in full force and effect will result in the Department stopping all work under this encroachment permit and possibly revoking other encroachment permit(s). Bonds are not required of public corporations or privately-owned utilities unless Permittee failed to comply with the provisions and/or conditions of a prior encroachment permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedure section 337.15. A local public agency Permittee also must comply with the following requirements:
 - a) In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local public agency Permittee agrees to require the construction contractor to furnish both a payment and performance bond in the local public agency's name with both bonds complying with the requirements set forth in Section 3-1.05 Contract Bonds of the Department's Standard Specifications before performing any project construction work.
 - b) The local public agency Permittee must defend, indemnify, and hold harmless the United States, the State and the Department, and the Directors, officers, and employees of the State and/or Department, from all project construction related claims by contractors, subcontractors, and suppliers, and from all stop notice and/or mechanic's lien claimants. The local public agency also agrees to remedy, in a timely manner and to the Department's satisfaction, any latent defects occurring as a result of the project construction work.
- 25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the Permittee must comply with said notice at the Permittee's sole expense.

26. ENVIRONMENTAL:

- a) ARCHAEOLOGICAL/HISTORICAL: If any archaeological or historical resources are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified archaeologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
- b) HAZARDOUS MATERIALS: If any hazardous waste or materials (such as underground storage tanks, asbestos pipes, contaminated soil, etc.) are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified hazardous

waste/material specialist who must evaluate the site at the Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.

Attention is directed to potential aerially deposited lead (ADL) presence in unpaved areas along highways. It is the Permittee's responsibility to take all appropriate measures to protect workers in conformance with California Code of Regulations Title 8, Section 1532.1, "Lead," and with Cal-OSHA Construction Safety Orders, and to ensure roadway soil management is in compliance with Department of Toxic Substances Control (DTSC) requirements.

- c) BIOLOGICAL: If any regional, state, or federally listed biological resource is identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified biologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
- 27. PREVAILING WAGES: Work performed by or under an encroachment permit may require Permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the California Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements must be directed to the California Department of Industrial Relations.
- 28. LIABILITY, DEFENSE, AND INDEMNITY: The Permittee agrees to indemnify and save harmless the United States, the State, the Department, and the Directors. officers. employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind, and description, including but not limited to those brought for or on account of property damage, invasion of privacy, violation or deprivation of a right under a state or federal law, environmental damage or penalty, or injury to or death of any person including but not limited to members of the public, the Permittee, persons employed by the Permittee, and/or persons acting on behalf of the Permittee, arising out of or in connection with: (a) the issuance and/or use of this encroachment permit; and/or (b) the encroachment, work, and/or activity conducted pursuant to this encroachment permit, or under color of authority of this encroachment permit but not in full compliance with the Permit Conditions as defined in General Provision Number 5 ("Unauthorized Work or Activity"); and/or (c) the installation, placement, design, existence, operation, and/or maintenance of the encroachment, work, and/or activity; and/or (d) the failure by the Permittee, or by anyone acting for or on behalf of the Permittee, to perform the Permittee's obligations under any part of the Permit Conditions as defined in General Provision Number 5, in respect to maintenance or any other obligation; and/or (e) any change to the Department's property or adjacent

property, including but not limited to the features or conditions of either of them, made by the Permittee or anyone acting on behalf of the Permittee; and/or (f) a defect or obstruction related to or caused by the encroachment, work, and/or activity whether conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constituting Unauthorized Work or Activity, or from any cause whatsoever. The duty of the Permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

It is the intent of the Department and the Permittee that except as prohibited by law, the Permittee will defend, indemnify, and hold harmless as set forth in this General Provision Number 28 regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of: the United States, the State; the Department; the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors; the Permittee; persons employed by the Permittee; and/or persons acting on behalf of the Permittee.

The Permittee waives any and all rights to any type of expressed or implied indemnity from or against the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors.

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the encroachment, work, and/or activity whether conducted pursuant to this encroachment permit or constituting Unauthorized Work or Activity, and further agrees to defend, indemnify, and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, penalties, liability, suits, or actions of every name, kind, and description arising out of or by virtue of the Americans with Disabilities Act.

The Permittee understands and agrees the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, are not personally responsible for any liability arising from or by virtue of this encroachment permit.

For the purpose of this General Provision Number 28 and all paragraphs herein, "contractors of the State and/or of the Department" includes contractors, and their subcontractors, under contract to the State and/or the Department.

This General Provision Number 28 and all paragraphs herein take effect immediately upon issuance of this encroachment permit, and apply before, during, and after the encroachment, work, and/or activity

contemplated under this encroachment permit, whether such work is in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, except as otherwise provided by California law. The Permittee's obligations to defend, indemnify, and save harmless under this General Provision Number 28 take effect immediately upon issuance of this encroachment permit and have no expiration date, including but not limited to situations in which this encroachment permit expires or is revoked, the work or activity performed under this encroachment permit is accepted or not accepted by the Department, the encroachment, work, and/or activity is conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, and/or no work or activity is undertaken by the Permittee or by others on the Permittee's behalf.

If the United States or an agency, department, or board of the United States is the Permittee, the first two paragraphs of this General Provision Number 28 (beginning "The Permittee agrees to indemnify..." and "It is the intent of the parties...") are replaced by the following paragraph:

Claims for personal injury, death, or property damage allegedly caused by the negligent or wrongful act or omission of any employee of the United States acting within the scope of their official duties are subject to the Federal Tort Claims Act, as amended, 28 U.S.C. § 1346 and § 2671 et seq. (Chapter 171).

- 29. **NO PRECEDENT ESTABLISHED:** This encroachment permit is issued with the understanding that it does not establish a precedent.
- 30. FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:
 - a) As part of the consideration for being issued this encroachment permit, the Permittee, on behalf of Permittee and on behalf of Permittee's personal representatives, successors in interest, and assigns, does hereby covenant and agree that:
 - No person on the grounds of race, color, or national origin may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 - ii) That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination must be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
 - iii) That such discrimination must not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the State highway right-of-way.
 - iv) That the Permittee must use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal

- Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.
- b) That in the event of breach of any of the above nondiscrimination covenants, the State and the Department have the right to terminate this encroachment permit and to re-enter and repossess said land and the facilities thereon and hold the same as if said permit had never been made or issued.
- 31. MAINTENANCE: The Permittee is responsible at Permittee's sole expense for the encroachment, and the inspection, maintenance, repair, and condition thereof. and is responsible to ensure the encroachment does not negatively impact State highway safety, maintenance, operations, construction, State facilities, activities related to construction/reconstruction, or other encroachments. The Permittee's obligations in the preceding sentence take effect immediately upon issuance of encroachment permit and continue until the encroachment is entirely and permanently removed. Additional encroachment permits or approval documents may be required authorizing work related to inspection. repair, and/or maintenance activities. Contact the Department for information.
- 32. SPECIAL EVENTS: In accordance with subdivision (a) of Streets and Highways Code section 682.5 and 682.7, the Department is not responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of any activity for which this encroachment permit is issued.

The Permittee is required, as a condition of this encroachment permit, for any event that awards prize compensation to competitors in gendered categories, for any participant level that receives prize compensation, to ensure the prize compensation for each gendered category is identical at each participant level. (Streets and Highways Code, section 682.7.)

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the event, and further agrees to defend, indemnify, and save harmless the United State, the State and the Department, and the Directors, officers, and employees of the State and/or Department, including but not limited to the Director of the Department and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of or by virtue of the Americans with Disabilities Act.

33. PRIVATE USE OF STATE HIGHWAY RIGHT-OF-WAY: State highway right-of-way must not be used for private purposes without compensation to the State. The gifting

- of public property uses and therefore public funds is prohibited under the California Constitution, Article XVI, Section 6.
- 34. FIELD WORK REIMBURSEMENT: Permittee must reimburse the Department for field work performed by or on behalf of the Department to correct or remedy issues created by the Permittee or by others acting on behalf of the Permittee, including but not limited to hazards or damaged facilities, or to clear refuse, debris, etc. not attended to by the Permittee or by others acting on behalf of the Permittee.
- 35. LANE CLOSURE REQUEST SUBMITTALS AND **CLOSURES** TO THE NOTIFICATION OF **DEPARTMENT:** Lane closure request submittals and notifications must be in accordance with Section 12-4.02, and Section 12.4-04, of the Department's Standard Specifications or as directed by the Department's The Permittee must notify the representative. Department's representative and the Traffic Management Center ("TMC") before initiating a lane closure or conducting an activity that may cause a traffic impact. In emergency situations when the corrective work or the emergency itself may affect traffic, the Department's representative and the TMC must be notified as soon as possible.
- 36. SUSPENSION OF TRAFFIC CONTROL OPERATION: The Permittee, upon notification by the Department's representative, must immediately suspend all traffic lane, bike lane, sidewalk, crosswalk, and/or shoulder closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension must be borne by the Permittee.
- 37. UNDERGROUND SERVICE ALERT (USA) NOTIFICATION: Any excavation requires compliance with the provisions of Government Code section 4216 et seq., including but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The Permittee must provide notification to the Department representative at least five (5) business days before, and the regional notification center at least forty-eight (48) hours before, performing any excavation work within the State highway right-of-way.
- WITH THE AMERICANS WITH 38. COMPLIANCE DISABILITIES ACT (ADA): All work within the State highway right-of-way to construct and/or maintain any public facility must be designed, maintained, and constructed strictly in accordance with all applicable Federal Access laws and regulations (including but not limited to Section 504 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794), California Access laws and regulations relating to ADA, along with its implementing regulations, Title 28 of the Code of Federal Regulations Parts 35 and 36 (28 C.F.R., Ch. I, Part 35, § 35.101 et seq., and Part 36, § 36.101 et seq.), Title 36 of the Code of Federal Regulations Part 1191 (36 C.F.R., Ch. XI, Part 1191, § 1119.1 et seq.), Title 49 of the Code of Federal Regulations Part 37 (49 C.F.R., Ch. A, Part 37, § 37.1 et seq.), the United States Department of Justice Title II and Title III for the ADA, and California Government Code

section 4450 et seq., which require public facilities be made accessible to persons with disabilities.

Notwithstanding the requirements of the previous paragraph, all construction, design, and maintenance of public facilities must also comply with the Department's Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects" and Standard Plans & Specifications on "Temporary Pedestrian Access Routes."

- 39. **STORMWATER:** The Permittee is responsible for full compliance with the following:
 - For all projects, the Department's Storm Water Program and the Department's National Pollutant Discharge Elimination System (NPDES) Permit requirements under Order No. 2012-0011-DWQ, NPDES No CAS000003; and
 - b) In addition, for projects disturbing one acre or more of soil, with the California Construction General Permit Order No. 2009-0009-DWQ, NPDES No CAS000002; and
 - In addition, for projects disturbing one acre or more of soil in the Lahontan Region with Order No. R6T-2016-0010, NPDES No CAG616002.
 - d) For all projects, it is the Permittee's responsibility to install, inspect, repair, and maintain all facilities and devices used for water pollution control practices (Best Management Practices/BMPs) before performing daily work activities.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

HAZARDOUS MATERIALS AND HAZARDOUS WASTE MANAGEMENT SPECIAL PROVISIONS

TR-0408 (New 09/2017)

By acceptance of this encroachment permit, Permittee hereby agrees that:

- 1. All construction debris/materials/water/excess soil must become the property of the Permittee, and must be transported and disposed of, outside of Caltrans' right-of-way, in accordance with all applicable environmental laws and regulations. The Permittee must be identified as the generator for all construction debris/materials/water/excess soil and must be responsible for proper identification (including sampling and analysis) and management of all construction and contaminated debris/materials/water/excess soil that are removed, and/or excavated, from the work site. If hazardous waste is generated, the Permittee must obtain an Environmental Protection Agency (EPA) Identification Number issued in their name. State Permit Inspector does not sign any manifests or shipping papers. The Permittee must be named as the generator on all Uniform Hazardous Waste Manifests and shipping papers. Caltrans must not be identified or written anywhere on the manifests or shipping papers. Prior to waste disposal, the Permittee should submit the waste generator form(s) to State Permit Inspector for verification. The Permittee must submit to the State Permit Inspector, a copy of all manifests and/or shipping papers generated for materials removed, transported and/or excavated from the state right-of-way.
- 2. If contaminated material is encountered, Permittee is to stop work and contact the State Permit Inspector immediately. The Permittee must submit a Sampling and Analysis Plan (SAP), and a Health and Safety Plan (HaSP) prepared by a Certified Industrial Hygienist (CIH) and in conformance with California Code of Regulations title 8, section 5192, "Hazardous Waste Operations and Emergency Response" for sampling activity through a separate permit application. Upon the permit review, additional environmental documents may be required prior to resumption of construction activity.
- 3. Permittee is responsible for any violation, penalty, enforcement action, corrective action, remedial action, and any other type of consequences resulting from cross contamination of groundwater (including perched groundwater), improper handling/managing of hazardous materials and/or placement of contaminated materials inside Caltrans right-of-way.
- 4. It is the Permittee's responsibility to comply with the Department of Toxic Substances Control (DTSC) ADL requirements for roadway soil management. Reuse of soils containing greater than 80 mg/kg total lead is not allowed without written approval of the DTSC and Caltrans. The Soil Management Agreement for Aerially Deposited Lead-Contaminated Soils between Caltrans and the DTSC does not constitute written approval for the Permittee to reuse soils containing greater than 80 mg/kg total lead.
- 5. The Permittee must implement the emergency notification requirements established in the California Office of Emergency Management Hazardous Materials, Spill / Release Notification Guidance (http://www.caloes.ca.gov/).
- 6. Any imported material used for backfill must be free of contamination, and a certificate of the material as "clean" with the source area of the material must be provided to Permit Inspector upon request. Importing soils containing greater than 80 mg/kg total lead for use in state right-of-way is not allowed.
- 7. Stockpiles of material containing aerially deposited lead shall not be placed where affected by surface run-on or run-off. Stockpiles shall be covered with plastic sheeting 13 mils minimum thickness or with one foot of nonhazardous material. Stockpiles shall not be placed in environmentally sensitive areas. Stockpiled material shall not enter storm drains, inlets, or waters of the State.

STORMWATER SPECIAL PROVISIONS FOR MINIMAL OR NO **IMPACT (SWSP)**

TR-0400 (Rev 05/2018)

- 1. GENERAL: The purpose of these Special Provisions is to provide the Permittee with specifications for water pollution control to minimize, prevent, or control the discharge of material into the air, surface waters, groundwater, and storm sewers owned by the State or local agencies. These provisions are not intended to take the place of the Caltrans Water Pollution Control Program (WPCP) for projects where soil disturbance from work activities less than one acre, or work activities of one acre or more subject to the preparation of the Caltrans Storm Water Pollution Prevention Plan (SWPPP). The Permittee must comply with the following Special Provisions and the direction of the State Representative. All Stormwater Best Management Practices (BMPs) must conform to Section 13 Water Pollution Control of Caltrans' Standard Specifications.
- NPDES REQUIREMENTS: The Permittee must be responsible for full compliance with the Caltrans Storm Water Program and the Caltrans National Pollutant Discharge Elimination System (NPDES) Permit requirements (Order No. 2012-0011-DWQ, NPDES No CAS000003) and for and projects disturbing one acre or more of soil, full compliance with the California Construction General Permit 2009-0009-DWQ, **NPDES** (Order No. CAS000002) or for projects for projects that have one acre or more of soil disturbance in the Lahontan Region (Order No. R6T-2016-0010, NPDES No. CAG616002). It is the Permittee's responsibility to install, inspect, and repair or maintain facilities and devices used for water pollution control practices (BMPs) before performing daily work activities. maintenance inspection and Installation, responsibilities on the job site include: 1) soil stabilization materials in work areas that are inactive or prior to storm events, 2) water pollution control devices to control sediment and erosion, 3) implementation of spill and leak prevention procedures for chemical and hazardous substances stored on the job site, 4) material storage, 5) stockpile management, 6) waste management, 7) nonstormwater management, 8) water conservation, 9) tracking controls and 10) illicit connection, illegal discharge detection and reporting. The Permittee must report to the State representative when discharges enter into receiving waters, adjacent property, drainage systems or when discharges could be a cause or a threat for water pollution. The Permittee must also control illicit discharges or illegal dumping prior to start of daily work schedule. Copies of written notices or orders from the Regional

Water Quality Control Board or other regulatory agency must be provided to the State representative within 48 hours of reported activity. For additional information on stormwater compliance, visit the State Water Resources Control Boards storm water Website at:

http://www.waterboards.ca.gov/water issues/progra ms/stormwater

- 3. RESPONSIBILITY FOR DEBRIS REMOVAL: The Permittee must be responsible for preventing sediment, trash, debris, and other construction waste from entering the street, the storm drains, local creeks, or any other bodies of water.
- The Permittee must 4. SPOILS AND RESIDUE: vacuum any saw-cut concrete waste material, debris, residue, etc. No spoils, debris, residue, etc. must be washed into a drainage system.
- SWEEPING: Sweep paved roads at construction entrance and exit locations and surrounding paved areas daily within the job site during: 1) clearing and grubbing, 2) earthwork, 3) trenching, 4) soil disturbance, 5) pavement grinding and/or cutting, and 6) after observing tracking of material onto or off the Keep dust to a minimum during State property. Use vacuum whenever dust sweeping activities. generation is excessive or sediment pickup is
 - Roadways or work areas must not be washed down with water. Street sweeping operations must conform to Section 13 Water Pollution Control of Caltrans' Standard Specifications.
- 6. VEHICLES AND EQUIPMENT: Permittee must prevent all vehicles, equipment, etc. from leakage or mud tracking onto roadways. If leaks cannot be remove the vehicle or repaired immediately, equipment from the job site.
- MAINTENANCE AND FUELING OF VEHICLES AND EQUIPMENT: Maintenance and fueling of equipment must not result in any pollution at the job The Permittee must immediately clean up spills/leaks, and properly dispose of contaminated soil and materials.
- CLEANING VEHICLES AND EQUIPMENT: Limit vehicle and equipment cleaning or washing at the job site except what is necessary to control vehicle tracking or hazardous waste. The Permittee must clean all equipment within a bermed area or over a drip pan large enough to prevent run-off. No soaps, solvents, degreasers, etc. must be used in State right-Any water from this operation must be collected and disposed of at an appropriate site. Containment berms or dikes must be used for fueling, washing, maintaining and washing vehicles or equipment in outside areas. Containment must be performed at least 100 feet from concentrated flows of

ENCROACHMENT PERMIT SPECIAL PROVISIONS

storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain. Keep adequate quantities of absorbent spill- cleanup material and spill kits in the fueling or maintenance area and on fueling trucks.

9. DIESEL FUELS: The use of diesel fuel from petroleum or other fossil fuel as a form-oil or solvent

is not allowed.

10. WEATHER CONDITIONS AT WORKSITE: activity that would generate fine particles or dust that could be transported off site by stormwater must be

performed during dry weather.

11. WIND EROSION PROTECTION: The use of Wind Erosion BMPs must be deployed year-round in instances where dust or fine particles could be transported off site.

12. HOT MIX ASPHALT: Runoff from washing hot mix asphalt must not enter into any drainage

conveyances.

- 13. PROTECTION OF DRAINAGE FACILITIES: The Permittee must protect/cover gutters, ditches, drainage courses, and inlets with gravel bags, fiber rolls, State approved fabric filters, etc., to the satisfaction of the State representative during grading, paving, saw-cutting, etc. and materials must conform to Section 13-6.02 Materials for Water Pollution Control of Caltrans' Standard Specifications. No such protection measures must cause an obstruction to the traveling public. The Permittee must implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site (including secondary containment requirements) in accordance with section 13-4.03B Spill Prevention and Control, and 14-11 Hazardous Waste and Contamination, Water Pollution Control of Caltrans' Standard Specifications.
- 14. PAINT: Rinsing of painting equipment and materials is not permitted in State right-of-way. When thoroughly dry, dispose of the following as solid waste: dry latex paint, paint cans, used brushes, rags, gloves, absorbent materials, and drop cloths. Oil based paint sludge and unusable thinner must be disposed of at an approved hazardous waste site.
- 15. CONSTRUCTION MATERIALS: Stockpile of all construction materials, including, but not limited to: pressure treated wood, asphalt concrete, cold mix asphalt concrete, concrete, grout, cement containing premixes, and mortar, must conform to section 13-4.03C (2) Material Storage & 13-4.03C (3) Management of Caltrans' Stockpile Standard Specifications.
- 16. CONCRETE EQUIPMENT: Concrete equipment must be washed in a designated washing area in a way that does not contaminate soil, receiving waters, or storm drain systems.
- 17. EXISTING VEGETATION: Established existing vegetation is the best form of erosion control. Minimize

disturbance to existing vegetation. Damaged or removed vegetation must be replaced as directed by the State Representative

18. SOIL DISTURBANCE: Soil disturbing activities must be avoided during the wet weather season. construction activities during wet weather are allowed in your permit, all necessary erosion control and soil stabilization measures must be implemented in advance of soil disturbing activity.

- 19. SLOPE STABILIZATION AND SEDIMENT CONTROL: Consider a certified expert in Erosion and Sediment control in cases where slopes are disturbed during construction. The Permittee is directed to comply with Section 13.5 Temporary Soil Stabilization and Section 21 Erosion Control of Caltrans' Standard Specifications during application of temporary soil stabilization measures to the soil surface. Fiber rolls or silt fences may be required down slope until permanent soil stabilization is established. Remove the accumulated sediment whenever the sediment accumulates to 1/3 of the linear sediment barrier height. The Permittee must limit the use of plastic materials when more sustainable, environmentally friendly alternatives exist or when environmental regulations prohibit their use within the project.
- 20. STOCKPILES: Stockpiles containing aggregate and/or soil must be stored at least 100 feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain, and must be covered and protected with a temporary perimeter sediment barrier. Cold mix stockpiles must be stored on an impermeable surface and covered with 9 mil plastic to prevent contact with water. Minimize stockpiling of materials on the job site. Manage stockpiles by implementing the water pollution control practices in Section 13-4.03C (3) Stockpile Management of the State of California standard specifications for construction.

21. DISCOVERY OF CONTAMINATION: The State Representative must be notified in case any unusual discoloration, odor, or texture of ground water, is found in excavated material or if abandoned, underground tanks, pipes, or buried debris are encountered.

22. SANITARY AND SEPTIC WASTE: Do not bury or discharge wastewater from a sanitary or septic system within the highway. Properly connected sewer facilities are free from leaks. With State Representative approval place portable sanitary facility at least 50 feet away from storm drains, receiving waters, and flow lines. Permittee must comply with local health agency provisions when using an on-site disposal system.

23. LIQUID WASTE: Prevent job site liquid waste from entering storm drain systems and receiving waters. Drilling slurries, grease or oil-free waste water or rinse water, dredging, wash water or rinse water running off a surface or other non-storm water liquids not covered

ENCROACHMENT PERMIT SPECIAL PROVISIONS

under separate waste water permits must be held in structurally sound, leak-proof containers, such as portable bins or portable tanks. Store containers at least 50 feet away from moving vehicles and equipment. Liquid waste may require testing to determine hazardous material content prior to disposal. All measures must conform to section 13-4.03D (5) Liquid Waste, Water Pollution Control of Caltrans' Standard Specifications.

24. WATER CONTROL AND CONSERVATION: Manage water use in a w ay that will prevent erosion and the discharge of pollutants into storm drain systems and receiving waters. Direct runoff, including water from water line repair from the job site to areas where it can infiltrate into the ground. Direct water from off-site sources around the job site or from contact with jobsite runoff.

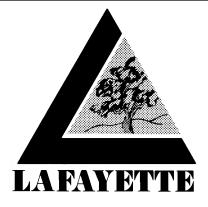
25. PILE DRIVING: Keep spill kits and cleanup materials at pile driving locations. Park pile driving equipment over drip pans, absorbent pads, or plastic sheeting with absorbent material, and away from stormwater run-on

when not in use.

26. DEWATERING: Dewatering consists of discharging accumulated storm water, groundwater, or surface water from excavations or temporary containment facilities. All dewatering operations must comply with the latest Caltrans guidelines including the Field Guide for Construction Site Dewatering. Contact State representative for approval of dewatering discharge by infiltration or evaporation, otherwise, any effluent discharged into a permitted storm water system requires approval from the Regional Water Quality Control Board. Prior to the start of dewatering, the Permittee must provide the State Representative with a dewatering and discharge work plan that complies with section 13-4.03G Dewatering, Water Pollution Control of Caltrans' Standard Specifications. A copy of the Waste Discharge Permit and a copy of a valid WDID number issued by the Regional Board must be provided to the State representative.

APPENDIX G

PROJECT NOTIFICATION SIGNS



2024 SURFACE SEAL PROJECT

PAVEMENT REPAIR EXPECT TRAFFIC DELAYS

DATE: MONDAY, JUNE 10

HOURS: **8 AM – 5 PM**

CONTRACTOR: (NAME)



For more project information, such as work descriptions and schedule changes, see the QR code or:

https://www.lovelafayette.org/city-hall/city-departments/engineering/city-construction-projects/2024-road-paving-and-surface-seal-projects

Note:

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



2024 SURFACE SEAL PROJECT CRACK FILL EXPECT TRAFFIC DELAYS

DATE: MONDAY, JUNE 10

HOURS: **8 AM – 5 PM**

CONTRACTOR: (NAME)

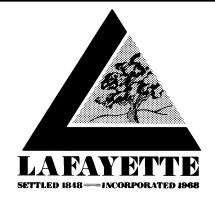


For more project information, such as work descriptions and schedule changes, see the QR code or:

https://www.lovelafayette.org/city-hall/city-departments/engineering/city-construction-projects/2024-road-paving-and-surface-seal-projects

Note: `

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



2024 SURFACE SEAL PROJECT

MICROSURFACING SEAL EXPECT TRAFFIC DELAYS

DATE: MONDAY, JUNE 10

HOURS: **8 AM – 5 PM**

CONTRACTOR: (NAME)



For more project information, such as work descriptions and schedule changes, see the QR code or:

https://www.lovelafayette.org/city-hall/city-departments/engineering/city-construction-projects/2024-road-paving-and-surface-seal-projects

Note:

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



UPDATE

2024 SURFACE SEAL PROJECT

MICROSURFACING SEAL ROAD CLOSURE

DATE: MONDAY, JUNE 10

HOURS: **8 AM – 5 PM**

CONTRACTOR: (NAME)



For more project information, such as work descriptions and schedule changes, see the QR code or:

https://www.lovelafayette.org/city-hall/city-departments/engineering/city-construction-projects/2024-road-paving-and-surface-seal-projects

Note:

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