

# CITY OF LAFAYETTE

3675 Mt. Diablo Boulevard, Suite 210

(925) 284-1951

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



## NOTICE TO CONTRACTORS BID PROPOSAL CONTRACT AGREEMENT CONTRACT SPECIAL PROVISIONS

FOR

## CITY OF LAFAYETTE 2020 PLEASANT HILL ROAD RESURFACING PROJECT

**Project No. 014-9720**

**Federal Aid Project Number STPL-5404(028)**

The work for which this proposal is submitted is for construction in conformance with the City of Lafayette Standard Specifications dated March 2013, special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the 2015 California Department of Transportation Standard Plans, the 2015 Standard Specifications, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

**Bid Opening Date**  
**Tuesday, July 21, 2020, 2:00 p.m.**

**NOTICE TO CONTRACTORS**

Sealed proposals will be accepted at the office of the City Clerk, 3675 Mt. Diablo Boulevard, Suite 210, Lafayette, California until 2:00 P.M., Tuesday, July 21, 2020, at which time they will be publicly opened and read, for construction of **City of Lafayette, 2020 Pleasant Hill Road Resurfacing Project, Project No. 014-9720** including, but not limited to: mobilization; traffic control and construction signage; removal and disposal of asphalt concrete pavement and subgrade, concrete curb, gutter, flatwork; asphalt milling; construction of minor concrete structures, concrete curb, gutter, rubber stress absorbing membrane interlayer (SAMI-R), asphalt concrete pavement, vehicle detection loops, traffic stripes, markers, markings, and signs; and all other miscellaneous work as shown on the Plans and as described in the Specifications to provide a complete project.

The Engineer's cost estimate is \$980,000.

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](mailto:tkain@lovelafayette.org) or (925)284-1951.

This project shall be constructed in accordance with the March 2013 edition of the City of Lafayette Standard Specifications, which may be obtained at the City of Lafayette 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: City of Lafayette, 2020 Pleasant Hill Road Resurfacing Project, Project No. 014-9720**".

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

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

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

This is a federally-funded contract. The DBE Contract goal is five percent (5%). However, the City of Lafayette affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

Time of completion allowed for this project will be **forty (40) working days**. Bidder's attention is directed to the order of work stated in Section 5 of the Special Provisions.

Questions regarding the project Plans or Specifications may be directed to Matt Luttrupp, City Engineer's Office, (925) 299-3247.

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; 2020 Pleasant Hill Road Resurfacing Project, Project No. 014-9720* is accessible under *Projects Bidding*). Or you may contact the Engineering Assistant at (925) 284-1951.

CITY OF LAFAYETTE

Date: June 23, 2020

By: /s/  
Matt Luttrupp, Engineering Services Manager

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**PAVEMENT FOR BIKE LANES**  
**CALTRANS ENCROACHMENT PERMIT**

**CITY OF LAFAYETTE  
CALIFORNIA**

**BID PROPOSAL**

**2020 PLEASANT HILL ROAD RESURFACING PROJECT**

**PROJECT No. 014-9720**

TO THE CITY COUNCIL OF THE CITY OF LAFAYETTE:

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

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

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

o o o

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

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

o o o

2020 PLEASANT HILL ROAD RESURFACING PROJECT  
PROJECT NO. 014-9720  
BID SCHEDULE

**BASE BID**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization (SP-12)	1	LS		
2	Project Identification Signs (City Furnished) (SP-12)	4	EA		
3	Construction Area Signs (SP-13)	4	EA		
4	Traffic Control (SP-14)	1	LS		
5	Remove Concrete Curb and Gutter (SP-17)	121	LF		
7	Remove Concrete Sidewalk, Curb Ramp (SP-17)	1,193	SF		
9	Remove Sign (SP-17)	3	EA		
10	Remove Existing Sign and Post (SP-17)	2	EA		
11	Grind Concrete Sidewalk (SP-17)	121	LF		
12	Concrete Curb (A3-6) (SP-24)	292	LF		
13	Concrete Curb and Gutter (SP-24)	121	LF		
14	Concrete Sidewalk (SP-24)	667	SF		
15	Concrete Curb Ramp with Detectable Panel (SP-24)	346	SF		
16	Mill Existing Asphalt (0.25') (SP-20)	20,800 (F)	SY		
17	Crack Seal (SP-21)	1	LS		
18	Skin Patch (SP-22)	480	SF		
19	Pavement Repair (6-inch) (SP-22)	4,840	SF		
20	Asphalt Concrete Pavement (SP-22)	2,900	TONS		
21	SAMI-R (SP-23)	20,800	SY		
22	Temporary Pavement Delineation (SP-25)	1	LS		
23	Detail 9 - Lane Line (SP-26)	5,697	LF		
24	Detail 27B - Fog Line or 4" Stripe (SP-26)	426	LF		
25	Detail 37B - Dashed Lane Drop (SP-26)	945	LF		
26	Detail 38- Channelizing Stripe (SP-26)	1,400	LF		
27	Detail 39 - Bike Lane or 6" Stripe (SP-26)	2,937	LF		
28	Detail 39A - Dashed Bike Lane (SP-26)	408	LF		
29	12-Inch Thermoplastic Stripe (White and Yellow) (SP-26)	414	LF		
30	YieldLine (SP-26)	57	LF		
31	Thermoplastic Parking 'T' (SP-26)	65	EA		

2020 PLEASANT HILL ROAD RESURFACING PROJECT  
PROJECT NO. 014-9720  
BID SCHEDULE

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
32	Thermoplastic Pavement Legends and Markings (SP-26)	925	SF		
33	Green Pavement Marking (SP-26)	6,456	SF		
34	Dashed Green Pavement Marking (SP-26)	2,672	SF		
35	Paint Curb (SP-26)	875	LF		
36	Type K1 Object Marker (SP-26)	2	EA		
37	Type Q Object Marker (SP-26)	2	EA		
38	Relocate Existing Sign on New Post (SP-27)	1	EA		
39	Install New Sign on Existing Post (SP-27)	11	EA		
40	Install New Sign and Post (SP-27)	9	EA		
41	Vehicle Detection Loops (SP-28)	17	EA		
	<b>TOTAL BASE BID</b>				

(F) Denotes Final Pay Quantity per Section 9-1.015 of the State Specifications

**BID ALTERNATE**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
20A	Rubberized Hot Mix Asphalt Gap Graded (RHMA-G) (SP-22)	1	LS		

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

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

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

o o o

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

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

o o o

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

o o o

Bidder certifies, under penalty of perjury under the laws of the State of California, that the following questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). Bidder further certifies, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public

Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

o o o

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

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

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

o o o

In conformance with Subsection 2-13 "Listing of Proposed Subcontractors" of the Standard Specifications and Title 49, Section 26 of the Code of Federal Regulations, Contractor shall completely fill out the "Bidder's List of Subcontractors (DBE and Non-DBE) – Part I and Part II" forms as follows.

**EXHIBIT 12B - BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I**

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the State Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

<b>Firm Name/ Address/ City, State, ZIP</b>	<b>Phone/ Fax</b>	<b>Annual Gross Receipts</b>	<b>Description of Portion of Work to be Performed</b>	<b>Local Agency Use Only (Certified DBE?)</b>
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>		<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	<input type="checkbox"/> < \$15 million		
<i>City State Zip</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>		<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	<input type="checkbox"/> < \$15 million		
<i>City State Zip</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>		<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	<input type="checkbox"/> < \$15 million		
<i>City State Zip</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>		<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
	<i>Fax</i>	<input type="checkbox"/> < \$15 million		
<i>City State Zip</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)

**EXHIBIT 12B - BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART II**

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
Address		<input type="checkbox"/> < \$10 million		If YES list DBE #:
	Fax	<input type="checkbox"/> < \$15 million		
City State Zip		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
Address		<input type="checkbox"/> < \$10 million		If YES list DBE #:
	Fax	<input type="checkbox"/> < \$15 million		
City State Zip		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
Address		<input type="checkbox"/> < \$10 million		If YES list DBE #:
	Fax	<input type="checkbox"/> < \$15 million		
City State Zip		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
Address		<input type="checkbox"/> < \$10 million		If YES list DBE #:
	Fax	<input type="checkbox"/> < \$15 million		
City State Zip		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder \_\_\_\_\_, proposed subcontractor \_\_\_\_\_, hereby certifies that he has \_\_\_\_, has not \_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

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**Exhibit 15-G Construction Contract DBE Commitment**

1. Local Agency: \_\_\_\_\_ 2. Contract DBE Goal: \_\_\_\_\_
3. Project Description: \_\_\_\_\_
4. Project Location: \_\_\_\_\_
5. Bidder's Name: \_\_\_\_\_ 6. Prime Certified DBE:  7. Bid Amount: \_\_\_\_\_
8. Total Dollar Amount for **ALL** Subcontractors: \_\_\_\_\_ 9. Total Number of **ALL** Subcontractors: \_\_\_\_\_

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
<b>Local Agency to Complete this Section upon Execution of Award</b>				<b>15. TOTAL CLAIMED DBE PARTICIPATION</b>
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ 25. Award Amount: _____			\$	
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.				%
_____ 26. Local Agency Representative's Signature		_____ 27. Date	_____ 16. Preparer's Signature	
_____ 28. Local Agency Representative's Name		_____ 29. Phone	_____ 17. Date	
_____ 30. Local Agency Representative's Title			_____ 18. Preparer's Name	
			_____ 19. Phone	
			_____ 20. Preparer's Title	

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.

- DISTRIBUTION: 1. Original – Local Agency  
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.  
 3. Include additional copy with award package.

**INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT****CONTRACTOR SECTION**

- 1. Local Agency** - Enter the name of the local agency that is administering the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location(s) as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 5. Bidder's Name** - Enter the contractor's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
- 8. Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 9. Total number of ALL subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 10. Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
- 11. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 12. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 13. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
- 14. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 15. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 16. Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
- 17. Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
- 18. Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.

**19. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.

**20. Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

**1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.

**2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number(s).

**3. Bid Opening Date** - Enter the date contract bids were opened.

**4. Contract Award Date** - Enter the date the contract was executed.

**5. Award Amount** - Enter the contract award amount as stated in the executed contract.

**6. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.

**7. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.

**8. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.

**9. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.

**10. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

**EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS**  
**DBE INFORMATION - GOOD FAITH EFFORTS**

Federal-aid Project No. STPL 5404(028) Bid Opening Date July 7, 2020

The City of Lafayette established a Disadvantaged Business Enterprise (DBE) goal of 5% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder DBE Commitment” form indicates that the bidder has met the DBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submission of only the “Local Agency Bidder DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DEBs Solicited	Date of Initial Solicitation	Follow up Methods and Dates

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to met or exceed the DBE contract goal.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage of Contract

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

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Names, addresses and phone numbers of firms selected for the work above:

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- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

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- F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

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G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of contact Solicitation	Date of Initial	Results

H. Any additional data to support a demonstration of good faith efforts:

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## **PUBLIC CONTRACT CODE**

### **Public Contract Code Section 10285.1 Statement**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_, has not \_\_\_\_been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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### **Public Contract Code Section 10162 Questionnaire**

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

### **Public Contract Code 10232 Statement**

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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## **Noncollusion Affidavit**

(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

To the CITY OF LAFAYETTE  
*ENGINEERING DIVISION*

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

**Note:** The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.



## **DEBARMENT AND SUSPENSION CERTIFICATION**

### **TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

## **NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.



**INSTRUCTIONS FOR COMPLETION OF SF-LLL  
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of

information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90<ENDIF

## FEDERAL MINIMUM WAGE RATES

For the current rates, go to

[https://beta.sam.gov/wage-determination/CA20190018/7?index=wd&keywords=&sort=-modifiedDate&date\\_filter\\_index=0&date\\_rad\\_selection=date&wdType=dbra&construction\\_type=Highway&state=CA&county=16326&page=1](https://beta.sam.gov/wage-determination/CA20190018/7?index=wd&keywords=&sort=-modifiedDate&date_filter_index=0&date_rad_selection=date&wdType=dbra&construction_type=Highway&state=CA&county=16326&page=1)

**PROPOSAL GUARANTEE**

**BID BOND**

**2020 PLEASANT HILL ROAD RESURFACING PROJECT**

**PROJECT No. 014-9720**

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

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

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

Subscribed and sworn to this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

**PROPOSAL SIGNATURE SHEET**

The completed proposal submitted herewith includes all sheets numbered "P-1 through P-25" at the bottom. The following required attachments have been executed and are included:

- a. Bid Proposal (with Addenda acknowledgement)
- b. Bid Schedule
- c. Bidder’s List of Subcontractors (DBE and Non-DBE)-Part I
- d. Bidder’s List of Subcontractors (DBE and Non-DBE)-Part II
- e. Equal Employment Opportunity Certification
- f. Local Agency Bidder DBE Commitment Exhibit 15-G
- g. DBE Information-Good Faith Efforts Exhibit 15-H
- h. Public Contract Code Statement
- i. Public Contract Code Questionnaire and Statement
- j. Affidavit of Non-Collusion with Notarized Signature
- k. Debarment and Suspension Certification
- l. Non-Lobbying Certification for Federal Aid contracts
- m. Disclosure of Lobbying Activities
- n. Federal Minimum Wage Rates
- o. Proposal Guarantee “Bid Bond” with Notarized Signatures
- p. Proposal Signature Sheet
- q. Bid Proposal (with Addenda acknowledgement)
- r. Bid Schedule
- s. Public Works Contractor Registration Certification

Legal Name of Firm: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_

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

Joint Venture Proposal?: ( ) Yes ( ) No

Authorized Signature: \_\_\_\_\_

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

Position: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

For a partnership, name all co-partners below,

For a corporation, name president, secretary, treasurer and manager.

**NAME**

**TITLE**

_____	_____
_____	_____
_____	_____
_____	_____

Corporate Seal:

**PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

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

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

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

Name of Contractor: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

Contractor further acknowledges:

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

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**CITY OF LAFAYETTE**  
**CONTRACT AGREEMENT**  
**FOR**  
**CONSTRUCTION**

THIS AGREEMENT is made and entered into as of \_\_\_\_\_, 2020, by and between the CITY OF LAFAYETTE ("City") and \_\_\_\_\_ ("Contractor").

RECITALS

- A. City desires to retain the services of Contractor to provide services for Construction of **2020 Pleasant Hill Road Resurfacing Project, Project No. 014-9720**, ("Project") but not limited to: mobilization; traffic control and construction signage; removal and disposal of asphalt concrete pavement and subgrade, concrete curb, gutter, flatwork; asphalt milling; construction of minor concrete structures, concrete curb, gutter, rubber stress absorbing membrane interlayer (SAMI-R), asphalt concrete pavement, vehicle detection loops, traffic stripes, markers, markings, and signs; and all other miscellaneous work as shown on the Plans and as described in the Specifications to provide a complete project.
- B. Contractor has represented to City that it has the expertise, experience and qualifications to perform the services described in Paragraph A, above, and those services which are more fully described below.

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

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

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

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

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**TITLE VI ASSURANCES**

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- (1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR’S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations

or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate and shall set forth what efforts CONTRACTOR has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**REQUIRED CONTRACT PROVISIONS for  
FEDERAL-AID CONSTRUCTION CONTRACTS  
(Form FHWA-1273)**

Contractor shall maintain records and, when directed to do so, submit reports documenting its performance of provisions of this section.

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**I. GENERAL**

- 1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

## II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights

Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

- 1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
  - c. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
  - d. The contractor will accept as its operating policy the following statement:  
"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."
- 2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
  - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
  - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- 4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
  - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
  - c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- 5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
  - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
  - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
  - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such

corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- e. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- f. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- g. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

#### **7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement)

does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

- 8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
  - b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
- 10. Assurance Required by 49 CFR 26.13(b):**
- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
  - b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
    - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
    - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
    - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

- a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular

contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee

( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

- (2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
    - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
    - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
    - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
  - (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(2) of this section.
  - (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the

provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- 5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- 6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- 7. **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- 10. **Certification of eligibility.**

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- 1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
- 4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
  - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
    - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
    - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
    - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
    - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
  - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials

furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other

remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in

addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
  - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
  - e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
  - f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
  - g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
  - h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  - i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

#### **XII. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)**

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this \_\_\_\_ day of \_\_\_\_\_ 2020.

Contractor: \_\_\_\_\_  
<Type Business Name Here>

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

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

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

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

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

Subscribed and sworn to this \_\_\_\_ day of \_\_\_\_\_ 2020.

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

Agency: \_\_\_\_\_  
City Manager of the City of Lafayette

Attested: \_\_\_\_\_  
City Clerk of the City of Lafayette

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

**PAYMENT BOND**

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

WHEREAS, the City of Lafayette (Owner) has awarded to \_\_\_\_\_, as Contractor, a contract for the work described as follows: Construction of **2020 Pleasant Hill Road Resurfacing Project, Project No. 014-9720**, ("Project") but not limited to: mobilization; traffic control and construction signage; removal and disposal of asphalt concrete pavement and subgrade, concrete curb, gutter, flatwork; asphalt milling; construction of minor concrete structures, concrete curb, gutter, rubber stress absorbing membrane interlayer (SAMI-R), asphalt concrete pavement, vehicle detection loops, traffic stripes, markers, markings, and signs; and all other miscellaneous work as shown on the Plans and as described in the Specifications to provide a complete project.

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH:

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

**PERFORMANCE BOND**

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

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Lafayette (Owner) has awarded to \_\_\_\_\_, as Contractor, a contract for the work described as follows: Construction of **2020 Pleasant Hill Road Resurfacing Project, Project No. 014-9720**, ("Project") but not limited to: mobilization; traffic control and construction signage; removal and disposal of asphalt concrete pavement and subgrade, concrete curb, gutter, flatwork; asphalt milling; construction of minor concrete structures, concrete curb, gutter, rubber stress absorbing membrane interlayer (SAMI-R), asphalt concrete pavement, vehicle detection loops, traffic stripes, markers, markings, and signs; and all other miscellaneous work as shown on the Plans and as described in the Specifications to provide a complete project.

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH:

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

**Federal Minimum Wage Rates  
(To Be Attached to Signed Contract)**

## **SPECIAL PROVISIONS SECTION SP-1**

### **GENERAL** (NO BID ITEM)

#### **SP1-01 REFERENCES**

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

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

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

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

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

## **SPECIAL PROVISIONS SECTION SP-2**

### **BID PROPOSAL REQUIREMENTS** (NO BID ITEM)

#### **SP2-01 GENERAL**

The provisions of Section 2, “Bid Proposal Requirements”, of the General Provisions of the Standard Specifications shall apply in their entirety.

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

Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in its termination or such other remedy as City deems appropriate. Each subcontract signed by the Bidder or Contractor must include this assurance.

### **SP2-02 FEDERAL LOBBYING RESTRICTIONS**

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

### **SP2-03 DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

Under 49CFR26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49CFR26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49CFR26). To ensure equal participation of DBEs provided in 49CFR26.5, the Agency shows a contract goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm).

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49CFR26.55(d)(1) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

#### **A. DBE Commitment Submittal**

Submit the Exhibit 15-G Construction Contract DBE Commitment, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, all bidders must complete and submit Exhibit 15-G to the Agency. The DBE Commitment form must be received by the Agency within five (5) days of bid opening.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

**B. Good Faith Efforts Submittal**

**Exhibit 15-H: Proposer/Contractor Good Faith Efforts** is due to the local agency within five (5) days of bid opening. Days means calendar days. In computing any period of time described in this part, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or federal holiday, the period extends to the next day that is not a Saturday, Sunday, or federal holiday. Similarly, in circumstances where the recipient's offices are closed for all or part of the last day, the period extends to the next on which the agency is open. Only good faith efforts directed towards obtaining participation and meeting or exceeding the DBE contract goal will be considered.

Submittal of good faith efforts documentation within the specified time protects your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.

7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments from other bidders when determining whether the low bidder made good faith efforts to meet or exceed the DBE goal.

### **C. Exhibit 15-G- Construction Contract DBE Commitment**

Complete and sign Exhibit 15-G *Construction Contract DBE Commitment* included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, please submit a copy of the joint venture agreement.

### **D. Subcontractor and Disadvantaged Business Enterprise Records**

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)*, and Exhibit 15-G *Construction Contract DBE Commitment* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
  - Name and business address of each 1<sup>st</sup>-tier subcontractor
  - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
  - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*. Submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

#### **E. Performance of Disadvantaged Business Enterprises**

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if the bidder shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from you to the DBE regarding the request.
3. Notices from the DBEs to you regarding the request.

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

The contractor or consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor or subconsultant obtains the agency's written consent. Unless the agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the *Exhibit 15-G: Construction Contract DBE Commitment*.

**SP2-04 FEMALE AND MINORITY GOALS**

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

**MINORITY UTILIZATION GOALS**

Economic Area		Goal (Percent)
176	San Francisco-Oakland-San Jose, CA: SMSA Counties:	
	7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6
	7400 San Jose, CA CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA CA Santa Cruz	14.9
	7500 Santa Rosa CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	17.1

	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
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For the last full week July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

**SP2-05 BID RIGGING**

The U.S. Department of Transportation (DOT) provides a toll-free hotline, (800) 424-9071, to report bid rigging activities. The hotline number is. The service is available 24 hours a day, 7 days a week, and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. Anyone may Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities.

**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 including, but not limited to: mobilization; traffic control and construction signage; removal and disposal of asphalt concrete pavement and subgrade, concrete curb, gutter, flatwork; asphalt milling; construction of minor concrete structures, concrete curb, gutter, rubber stress absorbing membrane interlayer (SAMI-R), asphalt concrete pavement, vehicle detection loops, traffic stripes, markers, markings, and signs; and all other miscellaneous work as shown on the Plans and as described in the Specifications to provide a complete project.

**SP4-02 PAYMENT**

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

**SPECIAL PROVISIONS SECTION SP-5****CONTROL OF WORK AND MATERIALS****(NO BID ITEM)**

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

**SP5-01 CONSTRUCTION SURVEY STAKING**

The Engineer will provide paint markings for pavement conforms, removal and replacement of pavement, curb, gutter, sidewalks, and curb ramps of all kinds.

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

Survey stakes for roadway alignment and grade will be set on one side of the roadway only. These stakes will provide offset distances, and cuts or fills to the new crown or control line grade breaks, and where applicable, new curb and/or left and right edges of pavement. Contractor shall provide their own grade-setter to work with grading crew to assure all grades and slopes are met. If Contractor's grade-setter discovers an error in the staking, contractor shall notify the Engineer.

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

**SP5-02 MATERIAL SAMPLING AND TESTING**

Compaction tests and/or material sampling and testing may be performed by the City's representatives on roadway subgrade, pulverized material, aggregate base, portland cement concrete, asphalt concrete, and other work and materials, which in the opinion of the Engineer, require sampling or testing. Test locations shall be determined by the Engineer. The Contractor shall coordinate and cooperate with the Engineer and testing personnel, and no claims of delays or inconvenience due to testing and/or sampling shall be allowed. If a test shows that materials or work in question fails to meet the Specifications, retests shall be taken after the Contractor takes corrective measures. Retests shall be repeated until a passing test is obtained. All costs incurred by the City in retesting shall be deducted from the money due to the Contractor.

**SP5-03 SUBMITTALS**

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

- Aggregate Base Class 2 (Material Source)
- Rubberized chip seal (SAMI-R) aggregate
- Rubberized chip seal asphalt binder
- Asphalt Concrete Mix Designs of All Types
- Portland Cement Concrete Mix Designs of All Types
- Crack sealant material
- Reinforcing Steel
- Pavement Markers
- Thermoplastic Striping Material
- Sign and Post Materials
- Water Pollution Control Plan
- Waste Management Plan
- Traffic Control Plan and Certification of Qualified Personnel
- Caltrans Encroachment Permit
- Project schedule

**SP5-04 ORDER OF WORK**

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

- 1) Notify Underground Service Alert (USA) to have utilities marked.
- 2) Install construction area signs and project identification signs one week in advance of the start of work.
- 3) Install water pollution control measures.
- 4) Submit waste management plan prior to commencing any demolition work.
- 5) Remove, replace, and/or construct concrete curb, gutter, sidewalk, curb ramps, and other flatwork.
- 6) Sawcut pavement at transverse conform joints at limits of paving.
- 7) Excavate and base pave median reconfiguration at Mount Diablo
- 8) Mill exiting pavement surface to required depth and grades

- 9) Construct 6-inch pavement repairs in inlay area
- 10) Place SAMI-R
- 11) Place asphalt concrete finish course. Place temporary roadway delineation.
- 12) Construct glue down concrete median curbs and patch pave median
- 13) Install traffic signal detection loops
- 14) Place permanent striping, markers and legends.
- 15) Complete all other construction work and punch list items.
- 16) Remove construction area signs and project identification signs.
- 17) Submit completed waste assessment summary report form.
- 18) Submit as-built plans.

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

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

#### **SP5-05 PAYMENT**

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

### **SPECIAL PROVISIONS SECTION SP-6**

#### **LEGAL RELATIONS AND RESPONSIBILITIES**

(NO BID ITEM)

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

#### **SP6-01 PUBLIC NOTIFICATIONS**

Notification requirements in Section 6-10, 6-12.3, and 6-13 of the Standard Specifications General Provisions shall apply. Contractor shall complete the initial notification process two weeks prior to commencement of Project Work. Said noticing shall be performed using the template shown in

Appendix C with no exceptions. Notices for driveway closures must be issued each time a driveway access is restricted and must indicate the specific date and time of the anticipated restricted access.

**SP6-02 CALTRANS ENCROACHMENT PERMIT**

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 D). 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.

**SP6-03 PAYMENT**

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

**SPECIAL PROVISIONS SECTION SP-7**

**EXISTING UTILITIES**  
(NO BID ITEM)

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

Contractor shall take precautions to protect manholes, valves, and similar facilities.

**SP7-01 UTILITY CONTACTS**

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

- |   |              |
|---|--------------|
| A. Central Contra Costa Sanitary District | 925.228.9500 |
| B. East Bay Municipal Utility District    | 510.287.0834 |
|   | 866.403.2683 |
| C. AT&T                                   | 415.542.9000 |

D. Pacific Gas and Electric	
Emergency	800.743.5000
Gas	510.784.3211
Electric	510.784.3236
E. Consolidated Fire Protection District	925.930.5531
F. Comcast Cable	925.349.3300
G. Sprint	650.513.2545

**SP7-02 PAYMENT**

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

**SPECIAL PROVISIONS SECTION SP-8**

**PROGRESS OF WORK**  
(NO BID ITEM)

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

**SP8-01 PRE-CONSTRUCTION MEETING**

A pre-construction meeting for this project will be held on **Monday, August 3 at 10:00 a.m.** at the City Offices located at 3675 Mount Diablo Boulevard, Suite 210. At this conference, the Contractor shall submit all required bonds, insurance, and signed contracts. The Notice to Proceed will be issued to the Contractor at the pre-construction meeting. Note: The prime contractor's full-time on-site superintendent or foreman for the project is required to attend the preconstruction meeting.

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

- Administrative procedures for transmittals, approvals, change orders, and similar items;
- Review of the method of application for payment, progress payments, retention; and final payment;
- Review of the Contractor's construction progress schedule;

- Clarifications of any questions regarding the contract Plans and Special Provisions;
- Review of traffic control and noticing procedures;
- At the preconstruction meeting the Contractor shall provide any supplemental traffic control plans required;
- Review of Caltrans encroachment permit conditions

### **SP8-02 PROGRESS SCHEDULE**

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

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

### **SP8-03 WORKING HOURS**

Without prior written approval by the Engineer and Caltrans, and except for emergency work, work or activity of any kind shall be from 7:00 p.m. to 4:00 a.m. Sunday through Thursday. Contractor's attention is directed to hours for lane/road closures in Section SP-14 of these Special Provisions.

### **SP8-04 TIME OF COMPLETION AND LIQUIDATED DAMAGES**

Contractor's attention is directed to Section 3, "Award and Execution of Contract", regarding the timing of award of Contract and commencement of work. The Contractor shall complete the entire work in this contract within **forty (40)** 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.

**The count of working days for this project will start no later than Monday, August 17, 2020.**

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 STATE/FEDERAL-MANDATED CHANGED CONDITIONS CLAUSES**

##### **A. Differing Site Conditions**

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

1. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
2. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
3. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

##### **B. Suspensions of Work Ordered by the Engineer**

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination

whether or not an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
  - a. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction;  
or
  - b. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

**SP8-06 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-9, 10 (NOT USED)**

**SPECIAL PROVISIONS SECTION SP-11**

**MISCELLANEOUS**  
(NO BID ITEMS)

**SP11-01 LABOR NONDISCRIMINATION**

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

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

Contractor's attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.021(2), "Nondiscrimination," of the State Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all state construction contracts and subcontracts of \$5,000 or more.

**SP11-02 STATE PREVAILING WAGE AND FEDERAL MINIMUM WAGE RATES.**

Attention is directed to Section 6-3.3, "Prevailing Wage," of the General Provisions of the Standard Specifications.

Attention is directed to the Federal minimum wage rate requirements in the contract agreement. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the General Prevailing Wage Rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. City will not allow lower State wage rates specifically included in the Federal minimum wage determinations. This includes "helper" (or classifications based on hours of experience) or any other classifications not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

State of California Prevailing Wage Rates may be found at  
<https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.

Federal Minimum Wage Rates may be found at  
<https://beta.sam.gov/wage-determination/CA20190018/12>

**SP11-03 BUY AMERICA REQUIREMENTS**

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

**SP11-04 QUALITY ASSURANCE**

The City's Quality Assurance Program (QAP) requirements are attached in Exhibit D. The testing outlined in the QAP will be the minimum level of testing to ensure the materials delivered and produced comply with the Contract. Contractor may examine the records and reports of test the City performs. Contractor shall schedule work to comply with the requirements of the City's QAP.

**SP11-05 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS**

The City may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the City, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency, unless as agreed to in writing by the prime contractor and subcontractor, pursuant to Section 7108.5 of the Business and Professions Code. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

**SPECIAL PROVISIONS SECTION SP-12****MOBILIZATION**

(BID ITEM NO. 1 AND 2)

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

**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.

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

The staging areas shall be maintained throughout the duration of the project such that they are not construed as visual blight in the opinion of the Engineer. All adjoining streets, sidewalks and gutters shall be swept clean of construction debris tracked onto them at the end of each day. Failure to do so will result in City forces cleaning the area at the Contractor's expense. Costs of cleanup, including City-force overtime costs, shall be withheld from payment due the contractor.

**SP12-01 MEASUREMENT AND PAYMENT**

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

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

**SPECIAL PROVISIONS SECTION SP-13****CONSTRUCTION AREA SIGNS**

(BID ITEM NO. 3)

**SP13-01 GENERAL**

The Engineer shall approve all locations prior to the Contractor installing signs. Signs shall be in place on the project site at least two (2) working days prior to the start of work, but not more than seven (7) days prior to the start of work. Signs shall be removed within five (5) days of completing all work. The Contractor shall notify the regional notification center for operators of subsurface installations (USA-Underground Service Alert: 1-800-227-2600), at least four (4) working days, but not more than fourteen (14) calendar days, prior to commencing any excavation for construction area sign posts.

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

**SP13-02 MEASUREMENTS AND PAYMENT**

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

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

**SPECIAL PROVISIONS SECTION SP-14****TRAFFIC CONTROL**

(BID ITEM NO. 4)

**SP14-01 GENERAL**

Work shall conform to the requirements of Section 6-12, “Traffic Control,” of the General Provisions and Section 15-4, “Removal of Existing and Temporary Traffic Stripes and Pavement Markings,” of the Technical Provisions of the Standard Specifications. Nothing in these Special Provisions shall be construed as relieving the Contractor from his/her responsibilities as specified in said sections. Any traffic striping or markings that are removed due to any phase of work shall be replaced, or re-aligned if required, with temporary traffic stripes or pavement markings. All temporary striping and markings shall be placed the same day the permanent striping or markings are removed and they shall be placed before opening the roadway to public traffic.

**SP14-02 SIDEWALK ACCESS**

During construction activities that require the closure of sidewalks advance notification signs shall detour pedestrians to the sidewalk on the opposite side of the street. On the West side of Pleasant Hill Road where sidewalks do not currently exist for pedestrians, parking shall be removed from the street and the area used for pedestrian access. Channelizing devices shall be used as a barrier separating traffic from pedestrians and shall provide for a cane-detectable barrier and ADA-complaint temporary ramps shall be constructed as needed..

**SP14-04 LANE AND RAMP CLOSURE**

**Lane closures will be allowed between the hours of 7:00 p.m. and 4:00 a.m. Sunday through Thursday. Ramp closures will be allowed between the hours of 10:00 p.m and 4:00 a.m Sunday through Thursday.** Emergency vehicles shall be provided with immediate access through the construction area at all times. If work is not in progress during lane closure hours allowed and a traffic lane is closed, the Engineer may order the lane opened to public traffic.

CMS (changeable message signs) shall be placed 1 week in advance of the start of construction that will require the closure of a traffic lane. The changeable message signs shall remain in full, continuous operation throughout the entire time of construction. The initial message shall read:

Pleasant Hill Rd Work

Date –Date

7:00 pm – 4:00 am Sun-Thurs

Expect Delays

CMS signs shall be installed at the following locations:

1. Intersection of Pleasant Hill Road and Mount Diablo Boulevard North of Mount Diablo Boulevard. Notification is for northbound traffic on Pleasant Hill Road.
2. Intersection of Pleasant Hill Road and Deer Hill Road South of Deer Hill Road. Notification is for southbound traffic on Pleasant Hill Road.
3. Intersection of Pleasant Hill Road Reliez Valley Road south of Reliez Valley Road. Notification is for southbound traffic on Pleasant Hill Road.

The Contractor shall stage and sequence work such that lane closures and disruptions to mobility of the public are minimized. Contractor shall make best efforts to allow passage of vehicles through the work zone. When lane closures result in the closure of on and off ramps from one direction of travel on Pleasant Hill Road the opposite direction of travel ramps shall remain open so as to minimize the impact on traffic.

Lane closure hours in Caltrans right of way subject to modification based on encroachment permit conditions.

**SP14-05 ADDITIONAL CONSTRUCTION SIGNS AND CONTROLS**

In addition to the requirements of Section 6-12, "Traffic Control," of the General Provisions of the City of Lafayette Standard Specifications and Section 12, "Temporary Traffic Control," of the State Specifications and these Special Provisions, the following traffic controls will be required. "Road Work Ahead" (type W20-1) signs shall be placed on all public road approaches to the project site before any work commences on the project. "LOOSE GRAVEL" (C6), "15 MPH" (W-6), and "UNEVEN PAVEMENT" C46(CA) signs shall be used when the milled or chip sealed areas are open to traffic. All construction signs shall be reflective. These signs shall be maintained for the duration of the construction and shall be removed once construction is complete.

The Contractor shall provide temporary stands or posts on which to place the required signs.

"LOOSE GRAVEL" (C6), "15 MPH" (W-6), and "UNEVEN PAVEMENT" C46(CA) signs shall be furnished and placed adjacent to both sides of the traveled way at a maximum of 500-foot intervals and at public roads or freeway ramps entering the construction area as directed by the Engineer.

**SP14-07 PUBLIC PARKING**

At locations where parking will be prohibited, the Contractor shall place "No parking signs" on Type II barricades at least three (3) days prior to parking restrictions. A minimum of one barricade shall be placed between driveways and the spacing of barricades shall not exceed 50 feet. The "No parking signs" shall clearly show the dates and times of proposed parking restrictions. Parking restriction times shall conform to the lane closure hours listed in Section SP14-4, "Lane Closure" of these Special Provisions.

**SP14-08 FAILURE TO COMPLY**

Failure to comply with the requirements and provisions in this section shall be sufficient cause for the Engineer to suspend the work in accordance with the provisions of Section 8-3, "Temporary Suspension of the Work", of the General Provisions of the Standard Specifications. In the event the Engineer orders a suspension of the work due to the failure of the Contractor to comply with the requirements of this section, the days on which the suspension order is in effect shall be considered as working days if such days are working days as set forth in Section 8-9, "Time of Completion", of the General Provisions of the Standard Specifications. The Contractor will not be permitted to resume the work until such time as he/she has satisfactorily demonstrated to the Engineer his/her ability to perform the work in accordance with the provisions of the contract.

If a lane closure is not reopened to public traffic by the specified time, work shall be suspended in conformance with the provisions in Section 8-3, "Temporary Suspension of the Work", of the General Provisions of the Standard Specifications. The Contractor shall not make any further lane closures until the Engineer has accepted a work plan, submitted by the Contractor, which will insure that future lane closures will be reopened to public traffic at the specified time. The Engineer will have 2 working days to accept or reject the Contractor's proposed work plan. The Contractor will not be entitled to any compensation for the suspension of work resulting from the late reopening of closures.

**For each 10-minute interval, or fraction thereof past the time specified to reopen the lane closure, the City shall deduct \$100.00 per interval from money due or that may become due to the**

**Contractor under the contract. At no time shall the contractor begin new work outside of the project working hours.**

Minor deviations from the requirements of this section concerning hours of work which do not alter the Contract price and are approved in advance by Caltrans may be permitted upon the written request of the Contractor if, in the opinion of the Engineer, public traffic will be better served and the work expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved the deviations in writing.

### **SP14-03 MEASUREMENT AND PAYMENT**

The contract lump sum price paid for “**Traffic Control**” shall be considered as full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals needed to perform all traffic control work, for all phases of the work performed by the Contractor or the Contractor’s “subcontractors” including, but not limited to, all signs, changeable message signs (CMS), barricades, cones, delineators, steel plates, traffic control plan, maintaining traffic, lane closures, flagmen and all other traffic control devices; and all other work as shown on 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.

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

The full costs of furnishing all flaggers under the provisions of this section and Sections 7-1.03, 7-1.04, and 12-1.03 of the State Specifications will be borne by the Contractor and shall be considered as included in the price paid for “Traffic Control” and no additional compensation shall be allowed therefor.

## **SPECIAL PROVISIONS SECTION SP-15**

### **DUST CONTROL** (NO BID ITEM)

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

### **SP15-01 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 (NOT USED)**

**SPECIAL PROVISIONS SECTION SP-17**

**EXISTING HIGHWAY FACILITIES**

(BID ITEM NO. 5-11)

**SP17-01 GENERAL**

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

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

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

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

**SP17-02 REMOVALS**

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

Removals of existing road facilities not considered to be included in other Contract Work include—sign and post, concrete sidewalk and curb ramps, concrete curb and gutter, concrete curbs. All other removals as shown on the drawings and as directed by the Engineer to accommodate new construction as intended by Contract, for which no specific Bid Item is shown, shall be considered as incidental work.

Where existing curb and gutter is to be removed and replaced, and the adjacent pavement is intended to remain, removal work shall include the removal of said curb and gutter and a sufficient

area of the adjacent pavement to a proper depth to allow the forming and construction of the replacement new curb and gutter.

For removals that involve sawcutting, all sawcut lines shall be approved by the Engineer prior to sawcutting. Sawcutting of gutter lips shall be to a neat, straight line in alignment with the projected gutter lip line of adjacent sections. Removal of obstructions in gutters shall be done with care so as to avoid damaging the underlying gutter to remain.

Removals of area in preparation for new construction shall extend to a depth that is sufficient to accommodate the new improvements to be constructed, including any necessary subgrade. Otherwise, removal shall extend to a depth at least six inches below the surface of the final condition required by Contract.

#### **SP17-03 GRIND CONCRETE SIDEWALK**

Where the edge of one panel of existing sidewalk has raised above the plane of the adjacent panel, the protruding edge, or "lip," shall be ground down to produce a flushed, planar surface between the two sidewalk panels.

The equipment to be used for grinding shall be a "walk-behind" type dry-cutting scarifier machine, fitted with carbide spike cutters on a drum, capable of tapering the protruding concrete by a pulverizing scarification process that reduces the concrete to a fine powder. Contractor shall grind the entire length of the protruding edge, and the minimum width of grinding shall be six inches of sidewalk per half inch of vertical protrusion. As much as possible, the ground surface area shall be rectangular with straight edges. The final surface shall be smooth, with a non-slip texture without any rough edges, spalling, pitted, or gouged appearance. Adjacent surfaces shall be protected from damage. Powder dust shall be swept clean from the work area. If the grinding process produces excessive airborne dust in the opinion of the Engineer, Contractor shall use means such as vacuuming to control dust.

#### **SP17-04 MONUMENTS AND PROPERTY CORNERS**

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

#### **SP17-05 MEASUREMENT AND PAYMENT**

No separate payment shall be made for conforming to the provisions of this section, with the exception of the items specified below. Full compensation for conforming to all the provisions of this section, including minor removal work and the resetting of temporary removals, for which no specific

payment is allowed in Contract, shall be considered to be incidental work included in prices paid for various other contract items of work, and no additional compensation will be allowed therefor.

The contract price paid per linear foot for "**Grind Concrete Sidewalk**" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals necessary to grind existing sidewalk, including but not limited to- protection of adjacent surfaces, dust control, clean-up, and all the work necessary to conform to the Contract Specifications and as directed by the Engineer, and no additional compensation shall be allowed therefor.

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

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

The Contract Price paid per each for "**Remove Sign,**" and "**Remove Existing Sign and Post**" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals, and for doing the work involved in removing existing signs and or posts where designated and all other work as shown on the Plans, as specified by these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

### **SPECIAL PROVISIONS SECTION SP-18 (NOT USED)**

### **SPECIAL PROVISIONS SECTION SP-19**

#### **AGGREGATE BASE** **(NO BID ITEM)**

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

**SP19-01 MEASUREMENT AND PAYMENT**

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

**SPECIAL PROVISIONS SECTION SP-20**

**COLD PLANING**  
(BID ITEM NO. 16)

**SP20-01 GENERAL**

This work consists of milling the existing asphalt layer to the dimensions shown on the plans and in conformance with Section 13, "Cold Planing" of the Technical Provisions of the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Prior to opening the roadway to traffic, all vertical elevation deviations in the transverse direction, and any vertical elevation deviations in excess of 0.15' in the longitudinal direction, of the planed area shall be properly tapered with asphalt concrete. Tapers shall be constructed of commercial quality asphalt concrete, spread and compacted by any method to a slope of 30:1, horizontal to vertical, or flatter, and maintained until the permanent surface treatment is installed.

The contractor shall stage the milling, pavement repair, SAMI-R, and final asphalt paving operations such that work is continuous. Upon the completion of one phase of work the subsequent phase of work shall commence the following working day.

**SP20-02 MATERIAL DISPOSAL**

Disposal shall be in accordance with the provisions of Section 6-16, "Disposal Outside Project Limits," of the General Provisions of the Standard Specifications.

Excess milled material may consist of asphalt concrete, base material and may contain reinforcing fabric and/or other particles that are a by-product of asphalt concrete. The City makes no guarantee that the material will be reusable or recyclable. No additional compensation shall be allowed to the Contractor if the milled material is deemed not reusable or recyclable. Any testing, if required, by the disposal site shall be arranged and paid for by the Contractor.

**SP20-03 MEASUREMENT AND PAYMENT**

The final pay Contract Price per square yard for “**Mill Existing Asphalt (0.25’)**” shall include full compensation for all labor, materials, tools, equipment, HMA tapers and incidentals, and all work involved, to remove, load, handle, off-haul, and dispose of materials 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 quantities shown for “**Mill Existing Asphalt (0.25’)**” on the Bid Schedule shall be a “Final Pay Quantity” in accordance with the provisions of Section 9-6 of the General Provisions of the Standard Specifications.

**SPECIAL PROVISIONS SECTION SP-21**

**CRACK SEALING**

(BID ITEM NO. 17)

**SP21-01 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.

**SP21-02 MATERIALS**

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

Crack sealing will be performed on the portion of the roadway that will not receive the SAMI-R treatment.

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.

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.

### **SP21-03 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-22**

### **ASPHALT CONCRETE**

(BID ITEM NO. 18-20- and 20A)

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

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

Asphalt Concrete shall be placed in accordance with section 9-5 “Placement” of Technical Provisions of the Standard Specification. Type I, ½” maximum sized aggregate (MSA) asphalt mix shall be used for all pavement repairs and skin patches.

The contractor shall stage the milling, pavement repair, SAMI-R, and final asphalt paving operations such that work is continuous. Upon the completion of one phase of work the subsequent phase of work shall commence the following working day.

### **SP22-01 PAVEMENT REPAIR AND SKIN PATCH AREAS**

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

In areas designated for “Pavement Repair,” as marked in the field by the Engineer, the existing base and bituminous surfacing shall be removed by cold planing, or sawcutting and excavating to the depth shown on the contract plans. Pavement repair areas shall be a minimum of 4-feet in width.

Pavement removed beyond the limits designated by the Engineer shall be considered to be for the Contractor's convenience and shall be at no additional expense to the City. The excavated area shall be backfilled with asphalt concrete, compacted, and finished as shown on the Plans and as specified in these Special Provisions.

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

The area shown for median reconfiguration between approximately STA 11+00 to STA 13+78 shall be paid for as pavement repair.

### **SP22-01 RUBBERIZED HOT MIX ASPHALT GAP GRADED (RHMA-G) PAVEMENT**

This work includes producing and placing rubberized hot mix asphalt gap graded (RHMA-G) pavement in accordance with Caltrans Standard Specification (2018) Section 39-2.03, "Rubberized Hot Mix Asphalt-Gap Graded," and these Special Provisions.

The Contractor shall submit the proposed job mix formula for each type of RHMA-G to be used. The Contractor is required to submit mix design documentation that has been dated within 12 months of submittal. The contractor shall submit the test results for the RHMA-G showing that the mixture meets all of the requirements as shown in these specifications.

Asphalt binder shall conform to Standard Specifications (2018) Section 92, "Asphalt Binders" and shall be PG 64-10.

### **SP22-03 MEASUREMENT AND PAYMENT**

The contract unit price paid per ton for "**Asphalt Concrete Pavement**" and "**Rubberized Hot Mix Asphalt Gap Graded (RHMA-G)**" shall be considered as full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals to complete the necessary work, including but not limited to- cleaning existing pavement; furnishing, transporting, placing, spreading and compacting asphalt concrete; tack coat binder; constructing, maintaining, removing, and disposing of temporary asphalt concrete ramps; all roadway conform paving; any necessary corrective measures; and all other work as shown on the Plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

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

**SPECIAL PROVISIONS SECTION SP-23**

**RUBBERIZED STRESS ABSORBING MEMBRANE INTERLAYER (SAMI-R)**

(BID ITEM NO. 21)

**SP23-01 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.

The rubberized stress absorbing membrane interlayer (SAMI-R) shall be construction with 3/8 inch maximum gradation aggregates and asphalt rubber binder in accordance with the 2018 Caltrans Standard Specifications, Section 37-2.05 "Stress Absorbing Membrane Interlayer" and these Special Provisions.

SAMI-R material shall be placed to the limits as indicated on the plans and as directed by the City. Where curbs and curb and gutters exist, the SAMI-R shall seal the joint between the edge of the pavement and the concrete, but shall not overlap onto the concrete.

All excess and unsuitable materials resulting from contractor operations shall be removed as it develops by the end of each work day.

The contractor shall stage the milling, pavement repair, SAMI-R, and final asphalt paving operations such that work is continuous. Upon the completion of one phase of work the subsequent phase of work shall commence the following working day.

**SP23-05 MEASUREMENT AND PAYMENT**

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

**SPECIAL PROVISIONS SECTION SP-24**

**CONCRETE CONSTRUCTION**

(BID ITEM NO. 12-15)

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.

### **SP24-01 GENERAL**

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

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

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

Median curb to be installed over asphalt pavement shall be adhered to the surface using Rezi-Weld 1000 epoxy or approved equal.

### **SP24-02 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 City will accept the Caltrans 1" maximum gradation per Section 90.1.02C(4)(d), "Combined Aggregate Gradation" of the 2018 Caltrans Standard Specifications.

### **SP24-03 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.

Where curb drains exist in curb and gutter to be removed and replaced, Contract Work for the replacement new curb and gutter shall include extending said drain lines to the new face of curb and

integrating them into the new construction conforming to the details shown on the Plans or various Standard Plans.

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

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

#### **SP24-04 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 A, Section 4.29 for "Detectable Warnings."
2. Division of the State Architect - Access Compliance (DSA-AC) approved detectable warning products as provided in the California Code of Regulations (CCR) Title 24, Part 2, Section 205 definition of "Detectable Warning."

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

#### **SP24-05 MEASUREMENT AND PAYMENT**

The Contract Price paid per linear foot for **"Concrete Curb and Gutter"**, and **"Concrete Curb (A3-6)"** per square foot for **"Concrete Sidewalk"**, 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, extending drain line, epoxy, placing, and finishing concrete; backfill; conform paving; doweled connections; setting tactile surfaces in accordance with manufacturer's instructions, and all other work necessary to construct the facility complete and in place as shown on the plans, as specified in these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

“Concrete Curb Ramp with Detectable Panel” shall be measured as the ramp area up to the outer most groove line defining the ramp, up to and including the adjacent retaining curb where it exists, and inclusive of the detectable panel. The retaining curb associated with a curb ramp shall not be paid separately as a curb item.

**SPECIAL PROVISIONS SECTION SP-25**

**TEMPORARY PAVEMENT DELINEATION**

(BID ITEM NO. 22)

**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-26**

**PAVEMENT STRIPING, MARKERS AND DELINEATION**

(BID ITEM NO. 23-37)

**SP26-01 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 are 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.

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

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

**SP26-02 OBJECT MARKER**

Object markers shall be installed in accordance with Section 15-3, "Pavement Markers," of the Technical Provisions of the Standard Specifications.

Object markers must be on a white flexible post, free from burns, discoloration, contamination, and other objectionable marks or defects that affect appearance or serviceability.

The target plate on the object markers must be the same color and material as the flexible post.

**SP26-02 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 Striping 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.

**SP26-03 GREEN BIKE LANE PAVEMENT MARKINGS**

All thermoplastic striping and pavement markings to be installed for bicycle traffic shall be of a skid resistant and retroreflective material. The City will accept hot melt applied thermoplastic as well as preformed torch applied thermoplastic materials such as PreMark with ViziGrip manufactured by Ennis-Flint, or approved equal.

**Thermoplastic Requirements**

The green pavement marking material shall be green in color in accordance with FHWA Memorandum dated April 15, 2011: “Interim Approval for Optional Use of Green Colored Pavement for Bike Lanes (IA-14)” (see Appendix D).

If hot melt applied thermoplastic is used pre-mixed reflective and skid resistant drop-on media provided by the thermoplastic manufacturer, shall be applied to the surface of the thermoplastic material while still molten. Upon cooling to normal pavement temperatures this material shall provide retro-reflectivity and minimize skidding or slipping.

The hot applied thermoplastic material shall be composed of 100% solids. The binder shall consist of a maleic-modified glycerol ester of rosin which is homogeneously blended together with all necessary fillers, glass beads and additives to produce a traffic striping material that meets the requirements specified herein:

Binder Content	18% minimum by weight
Glass Bead Content (AASHTO M247)	18% minimum by weight
Skid particle content	12% minimum by weight
Ring and Ball Softening Point	93-121 °C
Hardness, Shore A-2	65-85
Specific Gravity	2.3 g/ml maximum

It shall be the manufacturer’s responsibility to produce a thermoplastic material that is essentially lead and chromium free, and the thermoplastic shall not contain any hazardous materials at levels that would cause the thermoplastic to be classified as a hazardous waste or material.

**Drop on Media Requirements**

The drop on media shall consist of glass spheres and angular skid particles homogeneously blended together so that when applied will meet all aspects of this specification. The media shall contain no less than 60% by weight of skid particles. Skid particles must have a minimum hardness of 9 on the Moh’s scale, and shall contain less than 0.05% silicon dioxide. The skid particles shall pass 100% through a #20 sieve to minimize shadowing of the marking by the particles. The glass spheres in the media shall conform to the physical and chemical properties of AASHTO M247. The manufacturer can formulate using the glass bead sieve sizes of their choice that will meet the performance levels of

skid resistance and retro-reflectivity requirements in this specification after application. Drop on media shall contain no sand, crushed glass or similarly friable particles, and shall not significantly discolor the marking upon application.

### Performance

#### Retro-Reflectivity:

The thermoplastic shall produce demarcation and pavement markings that have a minimum level of retro-reflectivity  $75 \text{ mcd} \cdot \text{m}^{-2} \cdot \text{lx}^{-1}$  within 3 days of application having been exposed to traffic. The retro-reflectivity shall be measured as specified in ASTM D6359-99 using a retro-reflectometer meeting ASTM E1710-97.

#### Skid Resistance:

The thermoplastic shall have a minimum skid resistance 55 BPN per ASTM E303.

### Application

For full width marking 48" or greater, material should be applied with equipment capable of evenly applying molten material and drop-on material at a width no less than 24" in a single pass. Melting kettles and dies and drop-on dispensers should be dedicated to running bike lane green color, or be thoroughly emptied and cleaned before adding green material.

Drop on media must be applied evenly by a dispenser immediately upon thermoplastic application. Hand throwing of media will not be permitted. The drop-on media shall be applied at a total rate of 12-14 lb per 100 square feet.

## **SP26-04 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 will be made for gaps at cross streets and driveways.

Payment shall include the removal of thermoplastic striping materials outside of the street repaving work where striping is shown on the plans to be placed.

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 **"Type K1 Object Marker," "Type Q Object Marker,"** and **"Thermoplastic Parking T's"** 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-27**

### **TRAFFIC SIGNS**

(BID ITEM NO. 38 and 40)

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

#### **SP27-01 GENERAL**

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

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

#### **SP27-02 MEASUREMENT AND PAYMENT**

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

## **SPECIAL PROVISIONS SECTION SP-28**

### **VEHICLE DETECTION LOOPS**

(BID ITEM NO. 41)

#### **SP27-01 GENERAL**

Loop wire shall be Type 1. Stop bar and bike lane loops shall be "Type D" and all other loops shall be "Type E Loop Detector Configuration", per Caltrans Revised Standard Plan ES-5B unless indicated otherwise on the plans.

Conductors to be buried in the pavement shall be installed only in the presence of the Engineer. All loops shall be connected in series.

"Overcoat Loop Filler", or approved equal, shall be used to install the detector loops. Epoxy shall not be used except in concrete surfaces. Asphalt concrete shall be used to fill all curb termination points.

The seventh paragraph of Section 86-5.01A(4), "Installation Details", of the 2010 Caltrans Standard specifications is amended to read:

Slots cut in the pavement shall be washed clean, blown out and thoroughly dried before installing conductors. Residue resulting from slot cutting operations shall not be permitted to flow across shoulders or lanes occupied by public traffic and shall be removed from the pavement surface before any such material flows off of the pavement surface.

The Contract price paid per each for "**Vehicle Detection Loops**" shall include full compensation for furnishing all labor, tools, equipment, and incidentals and for doing all work involved, including but not limited to- all sawcutting; wires, conduit; making connections of all kinds; and all other work to construct a functional system as intended 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.

# 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](http://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 [certified C&D facilities](#) 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.

#### INFEASIBILITY 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.

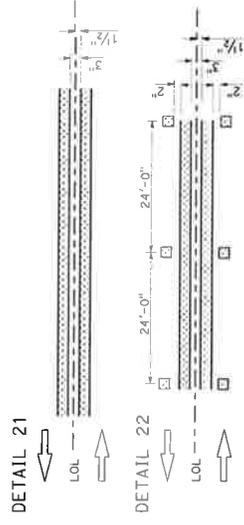
**NOTE:** The applicant and property owner are responsible for the actions of their contractors or other agents with regard to the diversion requirement. Therefore, when reviewing proposals from project managers, contractors, site cleanup, vendors, and other building professionals, all aspects of the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

**APPENDIX B**

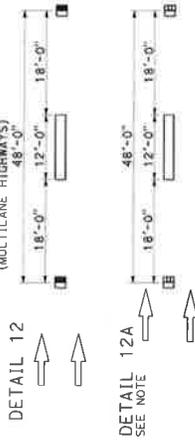
**STANDARD PLANS**

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 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 APPROVED BY: \_\_\_\_\_  
 PROJECT: \_\_\_\_\_  
 SHEET NO.: \_\_\_\_\_  
 TOTAL SHEETS: \_\_\_\_\_  
 DATE: May 31, 2018  
 PROJECT: \_\_\_\_\_  
 SHEET NO.: \_\_\_\_\_  
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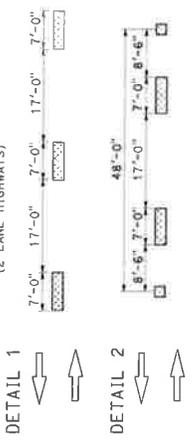
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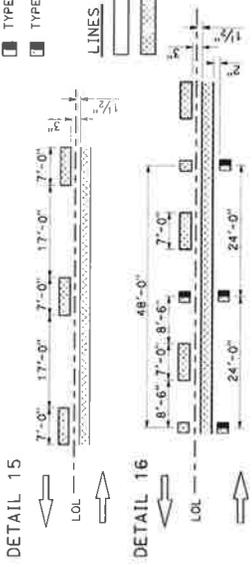
**LANELINES (Cont)**



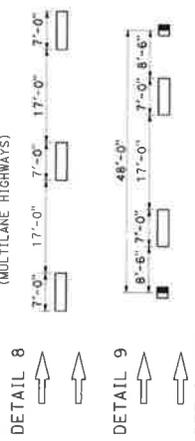
**CENTERLINES (2 LANE HIGHWAYS)**



**NO PASSING ZONES-ONE DIRECTION**



**LANELINES (MULTILANE HIGHWAYS)**



~~DETAIL 23~~ DELETED

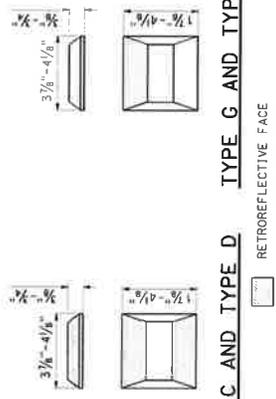
**LEGEND**

- MARKERS**
- TYPE C RED-CLEAR RETROREFLECTIVE
  - TYPE D TWO-WAY YELLOW RETROREFLECTIVE
  - TYPE G ONE-WAY CLEAR RETROREFLECTIVE
  - TYPE H ONE-WAY YELLOW RETROREFLECTIVE

**LINES**

- 6" WHITE
- 6" YELLOW

**TYPE C AND TYPE D**      **TYPE G AND TYPE H**



STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

**PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS**

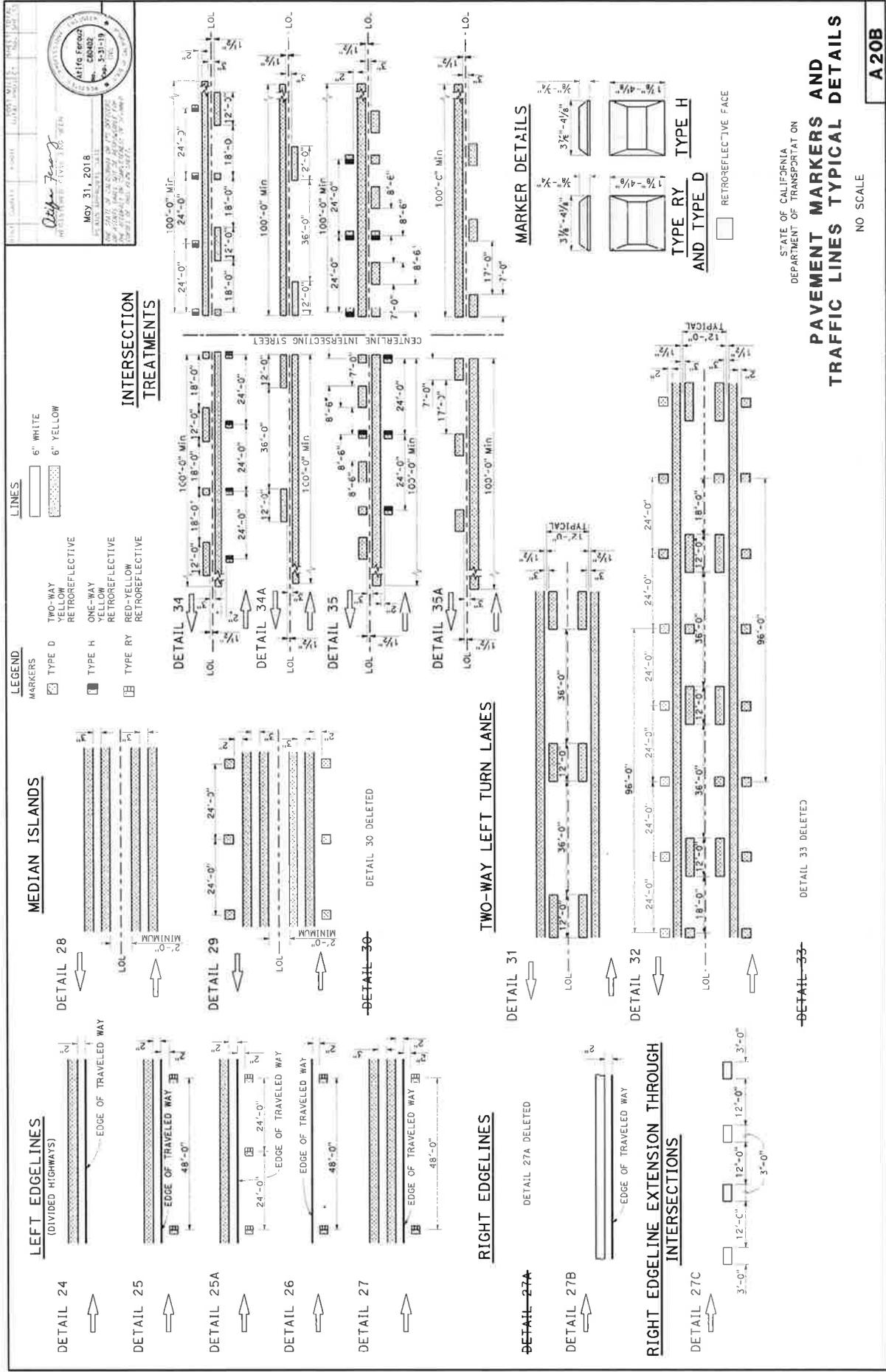
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**A20A**

NOTE:  
FOR FREEWAY APPLICATION ONLY

~~DETAIL 20~~ DELETED

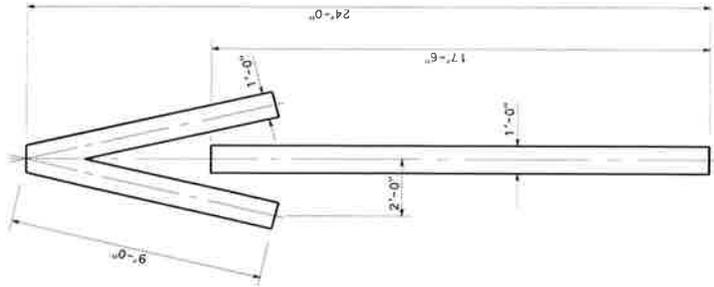
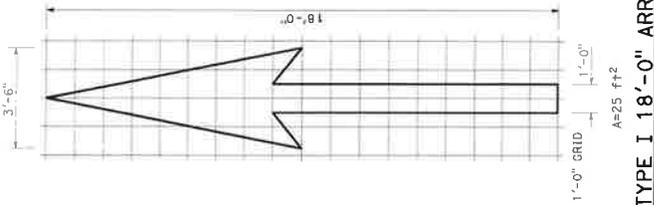
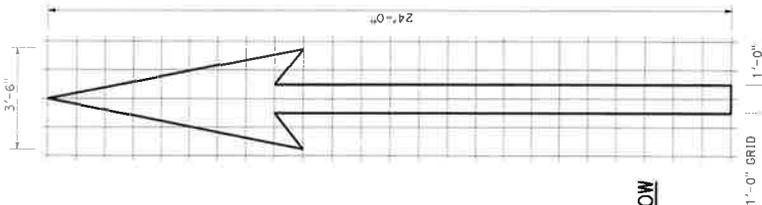
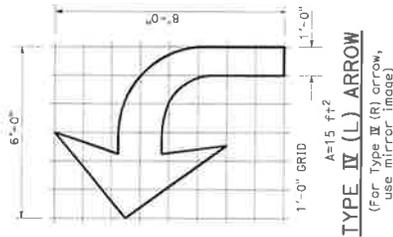
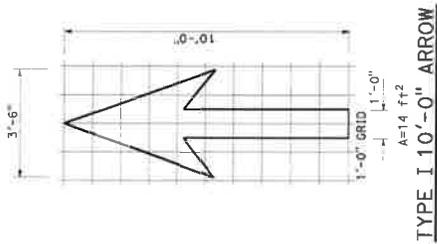
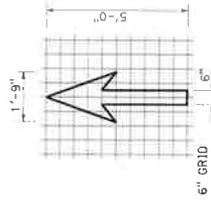
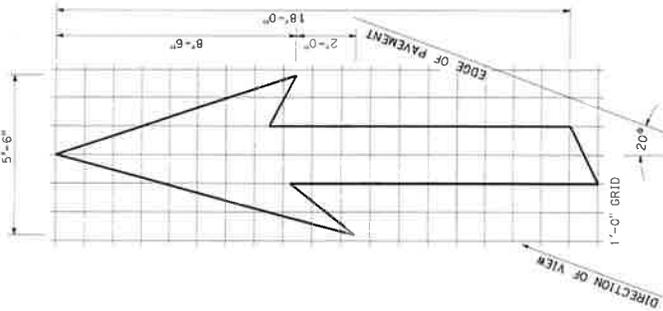
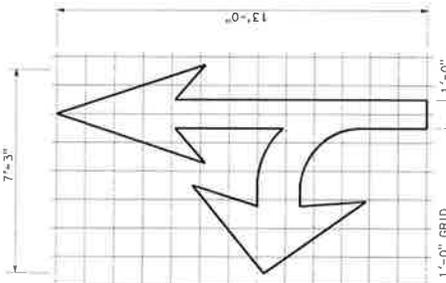
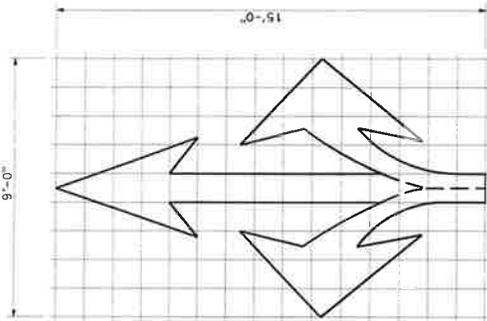
~~DETAIL 10~~ DELETED



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 REGISTERED PROFESSIONAL ENGINEER  
 No. 4116  
 EXPIRES: 12/31/2019  
 PROJECT: *2018 STANDARD PLAN A24A*  
 SHEET: *NO. 1*  
 DATE: *MAY 31, 2018*  
 SCALE: *AS SHOWN OR AS NOTED*  
 THIS DRAWING IS THE PROPERTY OF *ALPHA ENGINEERING*  
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 IDENTIFIED HEREON. ANY REUSE OR REPRODUCTION  
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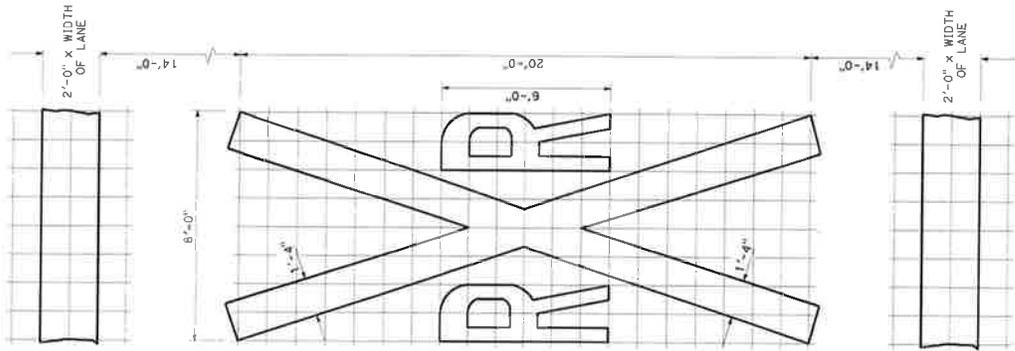
**NOTE:**  
Minor variations in dimensions may be accepted by the Engineer.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
**PAVEMENT MARKINGS  
ARROWS**  
NO SCALE

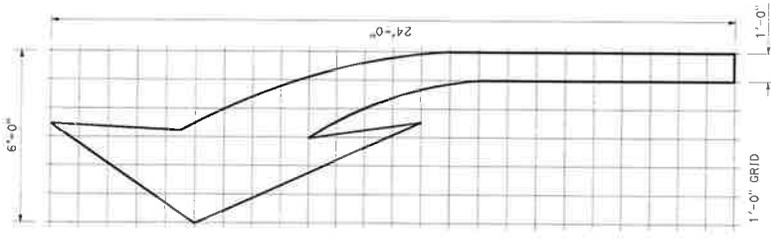
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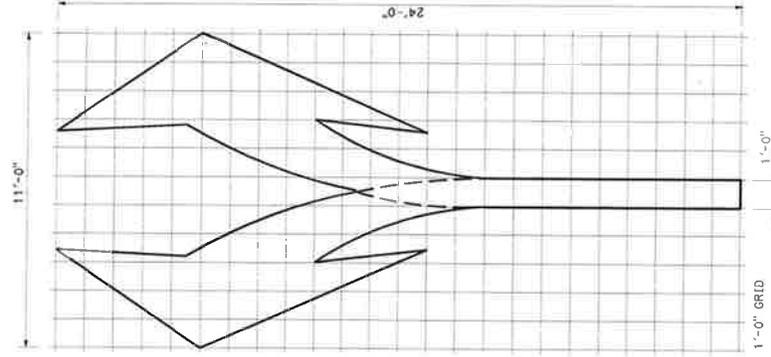
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 DATE: MAY 31, 2018  
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 SHEET NO.: **0100**  
 SHEET TOTAL: **0100**  
 SCALE: **AS SHOWN**  
 APPROVED: *[Signature]*  
 DATE: **5-31-18**  
 STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
 DIVISION OF HIGHWAYS  
 1201 N. STREETS, SACRAMENTO, CA 95833  
 TEL: (916) 227-1500 FAX: (916) 227-1501  
 WWW.CALTRANS.CA.GOV



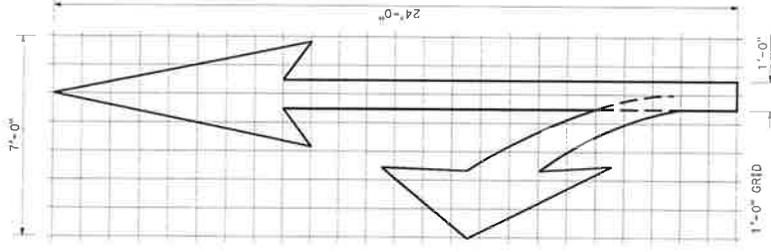
**RAILROAD CROSSING SYMBOL**  
 \* 70 ft± does not include the 2'-0" x variable width transverse lines.



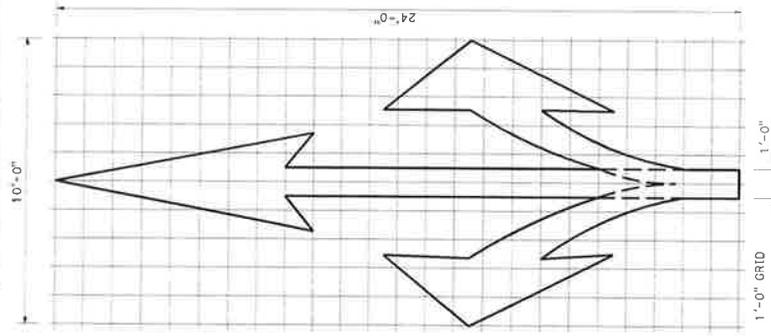
**TYPE III (L) ARROW**  
 A=42 ft±  
 (For Type III (R) use mirror image)



**TYPE III (B) ARROW**  
 A=73 ft±



**TYPE II (L) ARROW**  
 A=45 ft±  
 (For Type II (R) use mirror image)



**TYPE II (B) ARROW**  
 A=59 ft±

STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION

**PAVEMENT MARKINGS  
 ARROWS AND SYMBOLS**

NO SCALE

**A24B**

Return to Table of Contents



DESIGN COUNTY:  COUNTY:  PROJECT:  SHEET:

*H. Paul Cohen*

MAY 31, 2018

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

CONTRACT NO.  SHEET NO.

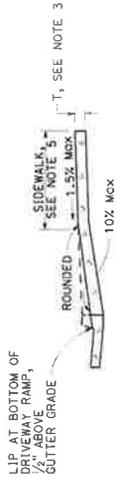
DATE:

TABLE A

CURB TYPE	DIMENSIONS			
	H1	H2	W1	W2
A1-6	1'-2"	6"	7 1/4"	1 1/2"
A1-8	1'-4"	8"	8"	2"
A2-6	1'-0"	6"	2'-7 1/2"	1 1/2"
A2-8	1'-2"	8"	2'-8"	2"
A3-6	6"	5"	7 1/4"	1 1/4"
A3-8	8"	7"	7 1/4"	1 3/4"
B1-4	1'-0"	4"	7 1/2"	2 1/2"
B1-6	1'-2"	6"	9"	4"
B2-4	10"	4"	2'-7 1/2"	2 1/2"
B2-6	1'-0"	4"	2'-9"	4"
B3-4	4"	3"	7"	2"
B3-6	6"	5"	8 1/2"	3 1/2"
D-4	10"	4"	1'-6"	1'-1"
D-6	1'-0"	6"	2'-2"	1'-9"

**CURB QUANTITIES**

TYPE	CUBIC YARDS PER LINEAR FOOT
A1-6	0.02585
A1-8	0.03084
A2-6	0.05903
A2-8	0.06379
A3-6	0.01036
A3-8	0.01435
B1-4	0.02185
B1-6	0.02930
B2-4	0.05515
B2-6	0.06171
B3-4	0.00641
B3-6	0.01074
B4	0.05709
D-4	0.04083
D-6	0.06804
E	0.06661

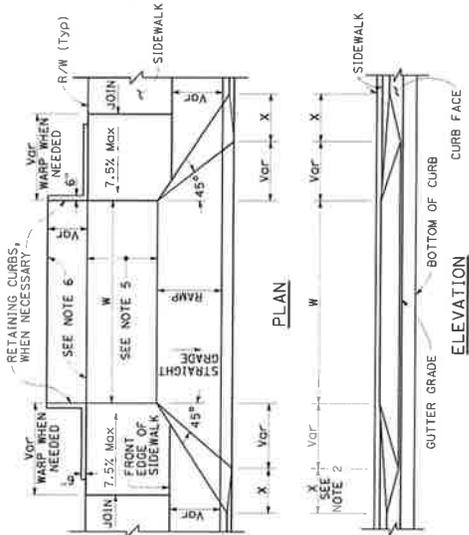


CASE A  
Typical driveway, sidewalk not depressed

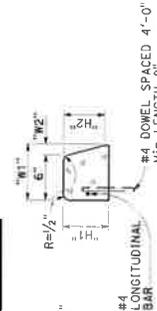


CASE B  
Driveway with depressed sidewalk

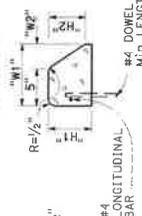
**SECTIONS**



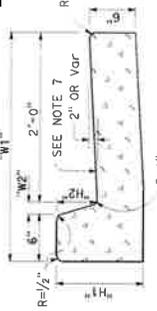
**DRIVEWAYS**



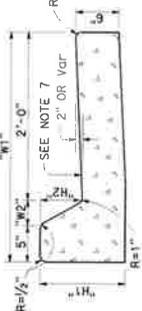
TYPE A3 CURBS  
Superimposed on existing pavement  
See Table A



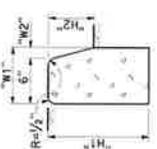
TYPE B3 CURBS  
Superimposed on existing pavement  
See Table A



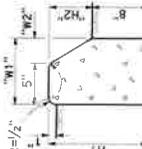
TYPE A2 CURBS  
See Table A



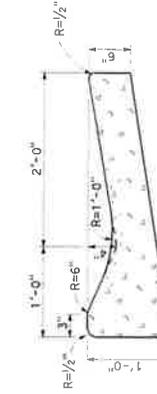
TYPE B2 CURBS  
See Table A



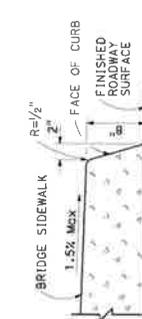
TYPE A1 CURBS  
See Table A



TYPE B1 CURBS  
See Table A



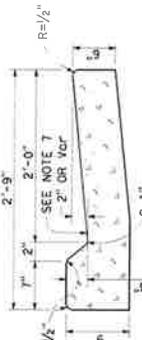
TYPE E CURB



TYPE H CURB  
On Bridges



TYPE D CURBS  
See Table A



TYPE B4 CURBS

**NOTES:**

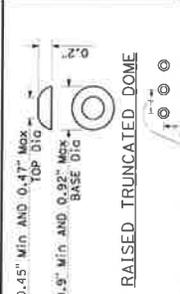
- Case A driveway section typically applies.
- x=3'-0" except for curb heights over 10" where 4:1 slopes shall be used on curb slope.
- Sidewalk and ramp thickness "1" at driveway shall be 4" for residential and 6" for commercial.
- Difference in slope of the driveway ramp and the slope of a line between the gutter and a point on the gutter shall not exceed 15%. Reduce gutter ramp slope, not gutter slope, where required.
- Minimum width of clear passageway for sidewalk shall be 4'-2".
- Retaining curbs and acquisition of construction easement may be necessary for narrow sidewalks or curb heights in excess of 6".
- Across the pedestrian route at curb ramp locations, the gutter pan slope shall not exceed 1" of depth for each 2'-0" of width.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

**CURBS AND DRIVEWAYS**

NO SCALE

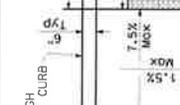
A87A



RAISED TRUNCATED DOME  
 2.3\"/>

DETECTABLE WARNING SURFACE

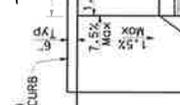
NOTES:  
 1. As site conditions dictate, Case A through Case G curb ramps may be used. The case of curb ramps used in detail should be noted on the plans. Case A through Case G curb ramps also may be used at mid-block locations, as site conditions dictate. For specific site condition configuration, including the conform to existing sidewalk, see Project Plans.  
 2. If distance from curb to back of sidewalk is too short to accommodate ramp and 4'-2\"/>



RAISED TRUNCATED DOME  
 2.3\"/>

DETECTABLE WARNING SURFACE

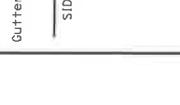
NOTES:  
 1. As site conditions dictate, Case A through Case G curb ramps may be used. The case of curb ramps used in detail should be noted on the plans. Case A through Case G curb ramps also may be used at mid-block locations, as site conditions dictate. For specific site condition configuration, including the conform to existing sidewalk, see Project Plans.  
 2. If distance from curb to back of sidewalk is too short to accommodate ramp and 4'-2\"/>



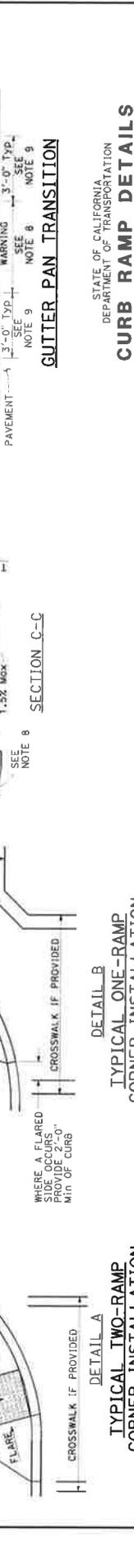
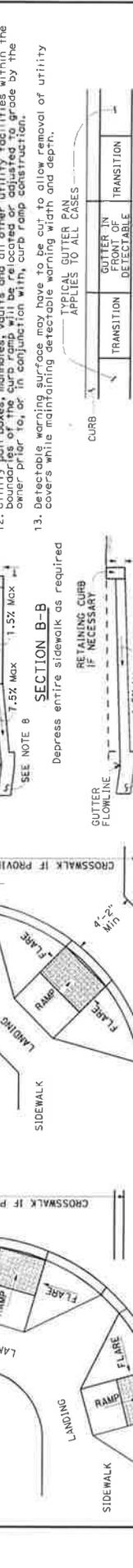
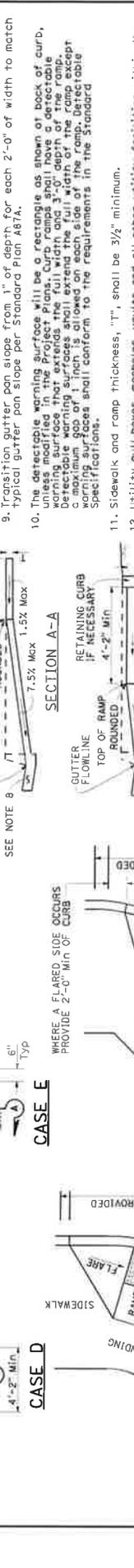
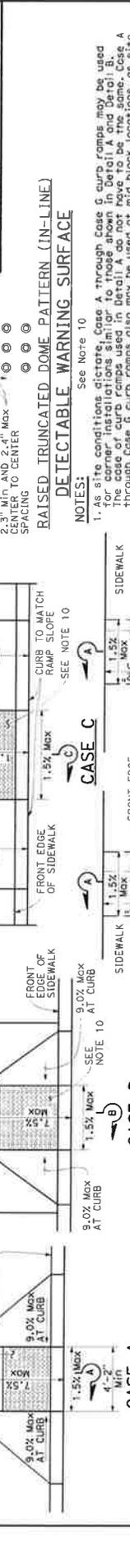
RAISED TRUNCATED DOME  
 2.3\"/>

DETECTABLE WARNING SURFACE

NOTES:  
 1. As site conditions dictate, Case A through Case G curb ramps may be used. The case of curb ramps used in detail should be noted on the plans. Case A through Case G curb ramps also may be used at mid-block locations, as site conditions dictate. For specific site condition configuration, including the conform to existing sidewalk, see Project Plans.  
 2. If distance from curb to back of sidewalk is too short to accommodate ramp and 4'-2\"/>

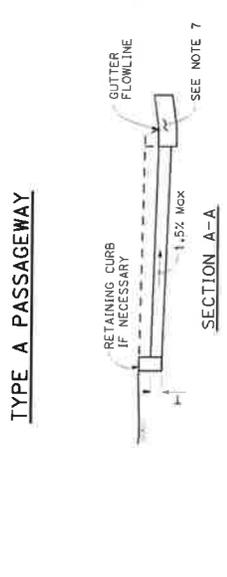
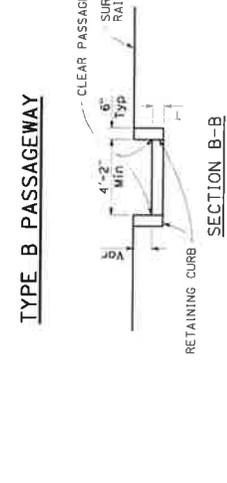
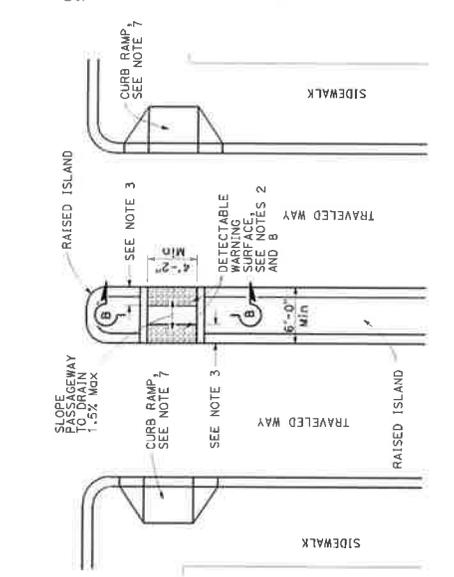
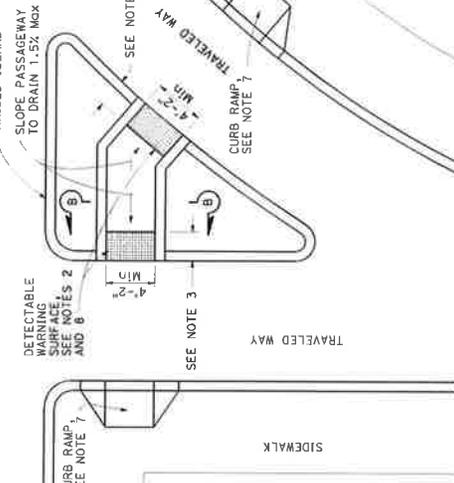
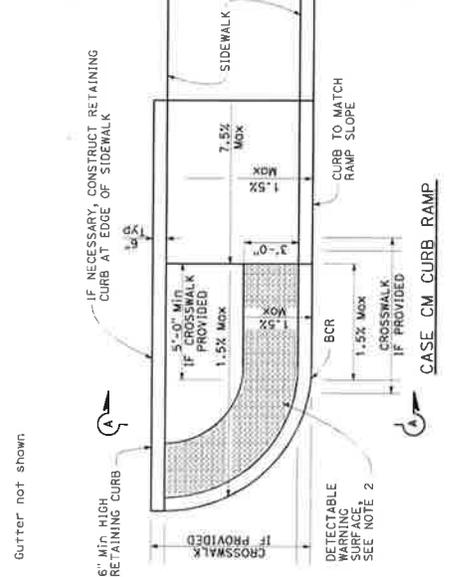
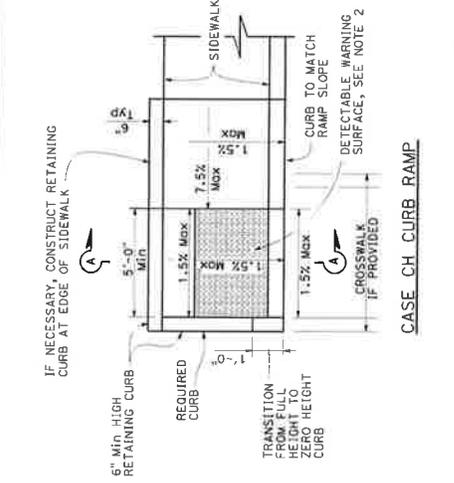


RAISED TRUNCATED DOME  
 2.3\"/>



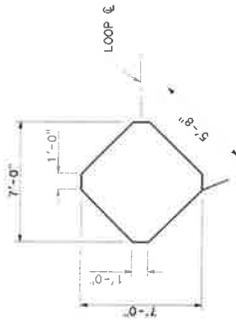
REGISTERED PROFESSIONAL ENGINEER  
 STATE OF CALIFORNIA  
 No. 15317-19  
 May 31, 2018  
 PROJECT NO. 15317-19  
 SHEET NO. 15317-19

- NOTES:**
1. Sidewalk, ramp and passageway thickness,  $\frac{1}{4}$ " shall be  $\frac{3}{4}$ " minimum.
  2. For details of detectable warning surfaces, see Standard Plan A88A.
  3. Where an island passageway length is greater than or equal to 8'-0", but less than 10'-0", each detectable warning surface shall extend the full length of the island passageway. Where an island passageway length is greater than or equal to 10'-0", each detectable warning surface shall extend the full width and 3'-0" length of the island passageway. The full length of the island passageway except a maximum gap of 1 inch is allowed on each side of the passageway.
  4. The adjacent surfaces of transitions at curb ramps to walks, gutters, and streets shall be at the same level.
  5. Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be cut to the same level as the curb ramp prior to, or in conjunction with, curb ramp construction.
  6. Detectable warning surface may have to be cut to allow ramp utility covers while maintaining detectable warning width and depth.
  7. For additional curb ramp details, see Standard Plan A88A.
  8. The detectable warning surface will be a rectangle, as shown at the face of the curb, unless modified in the Project Plans.

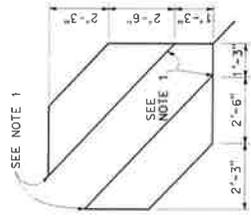
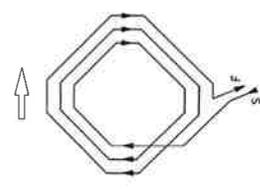


STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
**ISLAND PASSAGEWAY DETAILS**  
 NO SCALE  
**A88B**

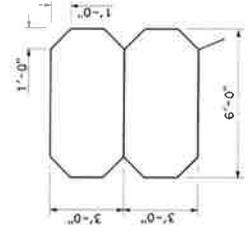
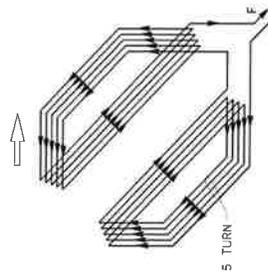
H.R. F.
   
 LICENSED ELECTRICAL ENGINEER
   
 No. 17531-19
   
 License No. E11683
   
 May 31, 2018
   
 State of California



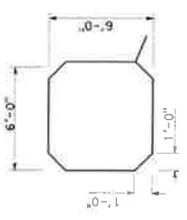
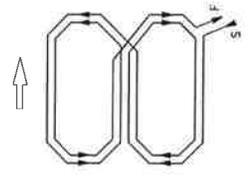
WINDING DETAIL  
 TYPE B LOOP DETECTOR CONFIGURATION  
 SAW CUT DETAIL



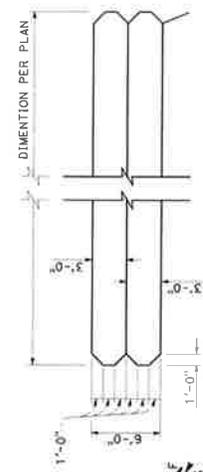
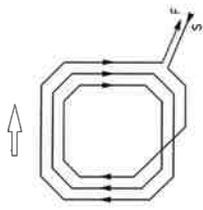
WINDING DETAIL  
 TYPE D LOOP DETECTOR CONFIGURATION  
 SAW CUT DETAIL



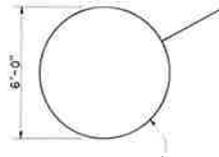
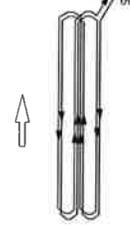
WINDING DETAIL  
 TYPE Q LOOP DETECTOR CONFIGURATION  
 SAW CUT DETAIL



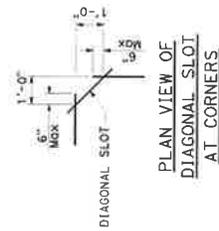
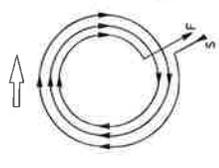
WINDING DETAIL  
 TYPE A LOOP DETECTOR CONFIGURATION  
 SAW CUT DETAIL



WINDING DETAIL  
 TYPE C LOOP DETECTOR CONFIGURATION  
 SAW CUT DETAIL



WINDING DETAIL  
 TYPE E LOOP DETECTOR CONFIGURATION  
 SAW CUT DETAIL



STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
**ELECTRICAL SYSTEMS  
 (DETECTORS)**  
 NO. SCALE  
**ES-5B**

- NOTES:
1. Round corners of acute angle saw cuts to prevent damage to conductors.
  2. Typical distance separating loops from edge to edge is 10' for Type A, B, D, and E installation in single lanes.
  3. Use Type D loops for limit line detection and bicycle lanes.

# **APPENDIX C**

## **NOTIFICATION LETTER**



City Council

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

---

XXXXXX, 2019

Subject: City of Lafayette 2019 Road Rehabilitation Project, Project Number 014-9719

Dear Residents:

XXXXXXXXXXXX, under contract with the City of Lafayette, will be repaving Pleasant Hill Road from Mount Diablo Boulevard to Deer Hill Road and performing maintenance repairs from Deer Hill Road to the City limits. Work includes repairing damaged sections of curb, gutter, sidewalk and pavement; as well as constructing new curb ramps and restriping the road.

Work is scheduled to begin the week of June 8<sup>th</sup>, with anticipated completion at the end of July. Weekly project schedule updates will be posted on the City's web site at <https://www.lovelafayette.org/city-hall/city-departments/engineering/city-construction-projects>.

In general, the working hours will be 8:00 a.m. to 5:00 p.m. Monday through Friday, with lane closures occurring between 9:00 a.m. to 4:00 p.m. The work will require periodic closing of vehicle travel lanes, on and off ramps to Highway 24, on-street parking, and implementing temporary sidewalk detours. Detours will be in place to direct traffic to alternate routes to Highway 24 and emergency vehicles will be provided access at all times. The contractor is required to keep existing parking spaces open and safe for public use to the extent allowed by on-going construction activity.

The city and the contractor are anxious to complete this project with minimum delay and inconvenience to you. While the work is in progress, please lend us your cooperation and extra patience and be alert to equipment, workers, and traffic control.

During the construction, questions regarding the work may be directed to XXXXXX, Site Superintendent for XXXXXX at (XXX) XXX-XXXX. I may be reached at (925) 299-3247. Again, your patience and cooperation are very much appreciated.

Sincerely,

Matt Luttrupp  
Engineering Services Manager

# **APPENDIX D**

## **CITY OF LAFAYETTE QUALITY ASSURANCE PROGRAM (QAP)**

### **FHWA INTERIM APPROVAL FOR OPTIONAL USE OF GREEN COLORED PAVEMENT FOR BIKE LANES**

#### **CALTRANS ENCROACHMENT PERMIT**

# QUALITY ASSURANCE PROGRAM (QAP)

## AGENCY: City of Lafayette

The purpose of this program is to provide assurance that the materials incorporated into the construction projects are in conformance with the contract specifications. This program should be updated every five years or more frequent if there are changes of the testing frequencies or to the tests themselves. To accomplish this purpose, the following terms and definitions will be used:

### DEFINITION OF TERMS

- Acceptance Testing (AT) – Sampling and testing, or inspection, to determine the degree of compliance with contract requirements.
- Independent Assurance Program (IAP) – Verification that AT is being formed correctly by qualified testers and laboratories.
- Quality Assurance Program (QAP) – A sampling and testing program that will provide assurance that the materials and workmanship incorporated into the construction project are in conformance with the contract specifications. The main elements of a QAP are the AT, and IAP.
- Source Inspection – AT of manufactured and prefabricated materials at locations other than the job site, generally at the manufactured location.
- LAPM – Caltrans Local Assistance Procedures Manual

### MATERIALS LABORATORY

The AGENCY will use a private consultant materials laboratory to perform AT on Federal-aid or other designated projects. The materials laboratory shall be under the responsible management of a California registered Engineer with experience in sampling, inspection and testing of construction materials. The Engineer shall certify the results of all tests performed by laboratory personnel under the Engineer's supervision. The materials laboratory shall contain certified test equipment capable of performing the tests confirming to the provisions of this QAP.

The materials laboratory used shall provide documentation that the laboratory complies with the following procedures:

1. Correlation Testing Program – The materials laboratory shall be a participant in one or more of the following testing programs:
  - a. AASHTO Materials Reference Laboratory (AMRL)
  - b. Cement and Concrete Reference Laboratory (CCRL)
  - c. Caltrans' Reference Samples Program (RSP).
2. Certification of Personnel – The materials laboratory shall employ personnel who are certified by one or more of the following:
  - a. Caltrans District Materials Engineer
  - b. Nationally recognized non-Caltrans organizations such as the American Concrete Institute, Asphalt Institute, National Institute of Certification of Engineering Technologies, etc.
  - c. Other recognized organizations approved by the State of California and/or recognized by local governments or private associations.
3. Laboratory and Testing Equipment – The materials laboratory shall only use laboratory and testing equipment that is in good working order. All such equipment shall be calibrated at least once each year. All testing equipment must be calibrated by impartial means using devices of accuracy traceable to the National Institute of Standards and Technology. A decal shall be firmly affixed to each piece of equipment showing the date of the last calibration.

### **ACCEPTANCE TESTING (AT)**

AT will be performed by a materials laboratory certified to perform the required tests. The tests results will be used to ensure that all materials incorporated into the project are in compliance with the contract specifications.

Testing methods will be in accordance with the CT Methods or a national recognized standard (i.e., AASHTO, ASTM, etc.).

Sample locations and frequencies may be in accordance with the contract specifications. If not so specified in the contract specifications, samples shall be taken at the locations and frequencies as shown in Appendix A, "Acceptance Sampling and Testing Frequencies" of this QAP Manual.

### **INDEPENDENT ASSURANCE PROGRAM (IAP)**

Poor correlation between acceptance tester's results and other test results may indicate probable deficiencies with the acceptance sampling and testing procedures. In cases of unresolved discrepancies, a complete review of AT shall be performed by IAP personnel, or an independent materials laboratory chosen by the Agency. IAP samples and tests are not be used for determining compliance with contract requirements. Compliance with contract requirements is determined only by AT.

IAP shall be provided by personnel from Caltrans or consultant's certified materials laboratory. IAP will be used to verify that sampling and testing procedures are being performed properly and that all testing equipment is in good condition and property calibrated.

IAP personnel shall be certified in all required testing procedures, as part of IAP, and shall not be involved in any aspect of AT.

IAP shall be performed on every type of materials test required for the project. Proficiency tests shall be performed on Sieve Analysis, Sand Equivalent, and Cleanness Value tests. All other types of IAP shall be witness tests.

### **REPORTING ACCEPTANCE TESTING RESULTS**

The following are time periods for reporting material test results to the Resident Engineer:

- When the aggregate is sampled at material plants, test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 24 hours after sampling.
- When materials are sampled at the job site, test results for compaction and maximum density should be submitted to the Resident Engineer within 24 hours after sampling.
- When soils and aggregates are sampled at the job site:
  1. Test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 72 hours after sampling.
  2. Test results for "R" Value and asphalt concrete extraction should be submitted to the Resident Engineer within 96 hours after sampling.

When sampling products such as Portland Cement Concrete (PCC), cement-treated base (CTB), hot mix asphalt (HMA), and other such materials, the time of such sampling shall be varied with respect to the time of the day insofar as possible, in order to avoid a predictable sampling routine. The reporting of AT results, if not performed by the Resident Engineer's staff, shall be done on an expedited basis such as by fax, email, or telephone.

### **TESTING OF MANUFACTURED MATERIALS**

During the Design phase of the project, the Project Engineer may submit a "Source Inspection Report" (see Attachment #2 – Exhibit 16-V of the Caltrans LAPM) to the Agency, consultant, or Caltrans for inspection and testing of manufactured and prefabricated materials by their materials laboratory. Materials that can be

typically accepted on the basis of certificates of compliance are shown in Appendix A, "Acceptance Sampling and Testing Frequencies" of this QAP Manual.

For Federal-aid projects on the National Highway System (NHS), Caltrans will assist in certifying the materials laboratory, and the acceptance samplers and testers. For Federal-aid projects off the NHS, Caltrans may be able to assist in certifying the materials laboratory, and the acceptance samplers and testers.

**MINOR QUANTITIES**

Relatively minor quantities of materials from a known, reliable source may be accepted without testing if:

1. The City Inspector performs visual examining of materials, or
2. The manufacturer or supplier certifies that the material furnished complies with specification requirements.

Such records of acceptance shall be placed in the City Inspector's project files with related inspection notes.

Examples of maximum "Minor Quantities" found in Appendix A- Acceptance Sampling and Testing Frequencies include:

- Freshly Mixed Concrete: 500 CY per project
- Bituminous mixtures: 500 foot long project street

**PROJECT CERTIFICATION**

Upon completion of a Federal-aid project, a "Materials Certificate" shall be completed by the Resident Engineer. The Agency shall include a "Materials Certificate" in the Report of Expenditures submitted to the Caltrans District Director, Attention: District Local Assistance Engineer. A copy of the "Materials Certificate" shall also be included in the Agency's construction records. The Resident Engineer in charge of the construction function for the Agency shall sign the certificate. All materials incorporated into the work which did not conform to specifications must be explained and justified on the "Materials Certification", including changes by virtue of contract change orders.

**RECORDS**

All material records of samples and tests, material releases and certificates of compliance for the construction project shall be incorporated into the Resident Engineer's project file. If a Federal-aid project:

- The files shall be organized as described in Section 16.8 "Project Files" of the Local Assistance Procedures Manual.
- It is recommended that the complete project file be available at a single location for inspection by Caltrans and Federal Highway Administration (FHWA) personnel.
- The project files shall be available for at least three years following the date of final project voucher.

When two or more projects are being furnished with identical materials simultaneously from the same plant, it is not necessary to take separate samples or perform separate tests for each project; however, copies of the test reports are to be provided for each of the projects to complete the records.

**APPROVED BY:**  55064 6/30/2020  
 (Signature) (CE# and Expiration Date)

NAME: John M Luttropp DATE: 12/10/19

TITLE: Engineering Services Manager, City of Lafayette

**Appendix A – Acceptance Sampling and Testing Frequencies**

Materials to be sampled or tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Comments
Cement/Fly Ash		Accept based on Certificate of Compliance.		
Cement		Accept based on Certificate of Compliance.		
Aggregate for Hydraulic Cement Concrete	50-lb. sample	One sample for each 1,000 CY of PCC/HCC concrete. If less than 1,000 CY then accept based on Certificate of Compliance.	ASTM D75 CT 125 AASHTO M6, T2, M80	Sample aggregate randomly from belt or hopper.
Water for Concrete		Accept based on Certificate of Compliance or Test Results.		Chlorides and Sulfates must be less than 1%.
Air Entraining Admixture		Accept based on Certificate of Compliance.		
Water Reducers or Set Retarders		Accept based on Certificate of Compliance.		
Freshly Mixed Concrete	Approx. 150 lb. or 1 CF near mixer discharge	If total job quantity is less than 500 CY, then accept based on Certificate of Compliance. If job is greater than 500 CY, test at least one sample per job.	ASTM C172, C685, CT 539, AASHTO T141, M157	Describes sampling method.
Freshly Mixed Concrete	Approx. 150 lb. or 1 CF near mixer discharge	If total job quantity is less than 500 CY, then accept based on Certificate of Compliance If job is greater than 500 CY, test at least one sample per job.	ASTM C143, AASHTO T119, ACI 318-08	Determines slump.
Freshly Mixed Concrete	Approx. 150 lb. or 1 CF near mixer discharge	If total job quantity is less than 500 CY, then accept based on Certificate of Compliance. If job is greater than 500 CY, test at least one sample per job.	ASTM C231, CT 504, AASHTO T121, ACI 318-08	Determines air content (pressure method).

## Appendix A – Acceptance Sampling and Testing Frequencies

### Portland Cement Concrete (Hydraulic Cement Concrete)

Materials to be sampled or tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Comments
Freshly Mixed Concrete	Approx. 150 lb. or 1 CF near mixer discharge	If total job quantity is less than 500 CY, then accept based on Certificate of Compliance. If job is greater than 500 CY, test at least one sample per job.	ASTM C138, CT 518, AASHTO T121	Determines unit weight.
Freshly Mixed Concrete	Approx. 150 lb. or 1 CF near mixer discharge	Fabricate at least two concrete cylinders. Test for compressive strength at least once per each 500 to 1,000 CY.	ASTM C39, CT 521, AASHTO T22	Determines compressive strength.

### Soils and Aggregates

Materials to be sampled or tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Comments
Soils and Aggregates		Accept based on Certificate of Compliance except for nuclear gage field testing and associated laboratory tests.		
Soils and Aggregates	Test random locations for every 2500 SF and collect one 5-gallon bucket for source curve	One sample for every 500 to 1,000 tons of material placed and at least one sample per project.	ASTM D6938, D2922, CT 231, AASHTO T239	Determines field density and moisture using the nuclear gage.
Soils and Aggregates	Collect one 5-gallon bucket for source curve.	One sample for every 500 to 1,000 tons of material placed and at least one sample per project.	ASTM D1557	Moisture/Density curve for compaction results.

## Appendix A – Acceptance Sampling and Testing Frequencies

### Asphalt and Asphalt Concrete

Materials to be sampled or tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Comments
Asphalt Binder		Accept based on Certificate of Compliance.		
Emulsified Asphalt		Accept based on Certificate of Compliance.		
Geotextile Fabric (placed under asphalt concrete)		Accept based on Certificate of Compliance.		
Asphalt Concrete	Cores (size as required by laboratory) and/or in-situ testing with nuclear gage	One sample/test per street if street is greater than 500 feet in length. If street is less than 500 feet long, no sample is required.	ASTM D1188, D1560, D1561, CT304, AASHTO T246, T247	Determines field density or air voids of compacted bituminous mixture.
Asphalt Concrete	Cores (size as required by laboratory)	One sample/test per street if street is greater than 500 feet in length. If street is less than 500 feet long, no sample is required.	CT 308A BSG of field cores, ASTM D2726, D1188, D5361	Calculate compaction based on average of all field cores.
Asphalt concrete	Approx. 30-lb. sample	One sample for every 1,000 tons of asphalt concrete.	CT 309, ASTM D1188, D1560, D1561, D5361, CT 304, AASHTO T246, T247	Determines laboratory density and relative compaction of asphalt concrete.
Asphalt concrete	Approx. 30-lb. sample	One sample for every 1,000 tons of asphalt concrete.	CT 202/382, ASTM C117, D2172 (use method B), AASHTO T164	Sieve analysis of ignited aggregate.
Asphalt concrete	Approx. 10-lb. sample	One sample for every 1,000 tons of asphalt concrete.	CT 366, ASTM D1560, D1561, AASHTO T246, T247	Determines the stability value of asphalt concrete.
Slurry Seals	One 0.5-gallon sample in a clean plastic container.	One sample per truck.	CT 125, ASTM D979, AASHTO T40, T168	Describes procedure for sampling the slurry seal.
Aggregate for Slurry Seals		Accept based on Certificate of Compliance.		
Aggregate for Chip Seals	Approx. 50-lb. sample	One sample per day for Cleanliness Value. Accept of other material characteristics based on Cert of Compliance.	CT227	Determines the Cleanliness Value

## Appendix A – Acceptance Sampling and Testing Frequencies

Steel

Materials to be sampled or tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Comments
Steel Strand and Rebar		Accept based on Certificate of Compliance.		



U.S. Department  
of Transportation  
**Federal Highway  
Administration**

# Memorandum

Subject: **INFORMATION:** MUTCD – Interim  
Approval for Optional Use of Green  
Colored Pavement for Bike Lanes (IA-14)

Date: APR 15 2011

From: Jeffrey A. Lindley  
Associate Administrator for Operations

In Reply Refer To:  
HOTO-1

To: Federal Lands Highway Division Engineers  
Division Administrators

**Purpose:** The purpose of this memorandum is to issue an Interim Approval for the optional use of green colored pavement in marked bicycle lanes and in extensions of bicycle lanes through intersections and other traffic conflict areas. Interim Approval allows interim use, pending official rulemaking, of a new traffic control device, a revision to the application or manner of use of an existing traffic control device, or a provision not specifically described in the Manual on Uniform Traffic Control Devices (MUTCD).

**Background:** Chapter 3G of the 2009 MUTCD contains provisions regarding the use of colored pavements. Paragraph 1 of Section 3G.01 describes colored pavement as consisting of differently colored road paving materials, such as colored asphalt or concrete, or paint or other marking materials applied to the surface of a road or island to simulate a colored pavement.

If colored pavement is used to regulate, warn, or guide traffic, the colored pavement is considered to be a traffic control device. Paragraph 3 of Section 3G.01 limits the use of colored pavement used as a traffic control device to the colors yellow and white. Paragraph 2 of Section 3G.01 discusses the use of colored pavement as a purely aesthetic treatment that is not intended to regulate, warn, or guide traffic and is therefore not considered to be a traffic control device. Part 9, Traffic Control for Bicycle Facilities, of the 2009 MUTCD does not mention colored pavement.

A number of experiments have been conducted in the United States and in other countries around the world to determine the value of designating a particular pavement color to communicate to road users that a portion of the roadway has been set aside for exclusive or preferential use by bicyclists and to enhance the conspicuity of a bicycle lane or a bicycle lane extension. Green, blue, and red are among the colors that have been tested for this purpose. Because these colored pavements are intended to regulate, warn, or guide traffic (motorists and bicyclists) and thus are serving as more than just an aesthetic treatment, they are considered to be traffic control devices.

For the past 10 years in the United States, green has been the only color that has received official FHWA approval for colored pavement experiments on bicycle facilities. Blue colored pavement cannot be designated for exclusive or preferential use in bicycle facilities because it is already the primary color of the international symbol of accessibility parking symbol (see Figure 3B-22 of the 2009 MUTCD) and it is also used for the lines that are adjacent to parking spaces that are reserved for use only by persons with disabilities. The use of red colored pavement has not been approved for any bicycle-related experiments in the United States because it is currently being tested for a different potential use.

**Research on Green Colored Pavement for Bike Lanes:** Agencies across the United States are showing an increased interest in using colored pavement specifically for bicycle facilities, and many of them have submitted requests to the FHWA to experiment with colored pavement. During the past 10 years, the FHWA has approved experiments with green colored pavement for a variety of State and local governmental agencies, including the following: the Vermont Agency of Transportation; the City of Chicago, IL; the City of New York, NY; the City of St. Petersburg, FL; the City of San Francisco, CA; the City of Portland, OR; the City of Columbia, MO; the City of Long Beach, CA; the City of Austin, TX; the City of Nashville, TN; the City of Missoula, MT; the City of Golden, CO; the Minnesota DOT (for Minneapolis); and the Pennsylvania DOT (for Philadelphia). In these experiments, green colored pavement is being used as a traffic control device to designate locations where bicyclists are expected to operate, and areas where bicyclists and other roadway traffic might have potentially conflicting weaving or crossing movements.

**FHWA Evaluation of Results:** The Office of Transportation Operations has reviewed the available data and considers the experimental green colored pavement to be satisfactorily successful for the bicycle applications that were tested. Positive operational effects have been noted in the experiments, such as bicyclists positioning themselves more accurately as they travel across intersections and through conflict areas, and no notable negative operational effects have been observed. The research has also shown that bicyclists and motorists both have a positive impression of the effect of the green colored pavement, with bicyclists saying that they feel safer when the green colored pavement is present, and motorists saying that the green colored pavement gives them an increased awareness that bicyclists might be present and where those bicyclists are likely to be positioned within the traveled way.

The design of the experimental green colored pavement is not proprietary and can be used by any jurisdiction that requests and obtains interim approval from the FHWA to use green colored pavement. The FHWA believes that the experimental green colored pavement has a low risk of safety or operational concerns.

This Interim Approval does not create a new mandate compelling the use of green colored pavement, but will allow agencies to install green colored pavement, pending official MUTCD rulemaking, to enhance the conspicuity of a bicycle lane or a bicycle lane extension.

**Conditions of Interim Approval:** The FHWA will grant Interim Approval for the optional use of green colored pavement in marked bicycle lanes and in extensions of bicycle lanes through intersections and traffic conflict areas to any jurisdiction that submits a written request to the Office of Transportation Operations. A State may request Interim

Approval for all jurisdictions in that State. Jurisdictions using green colored pavement under this Interim Approval must agree to comply with the technical conditions detailed below, to maintain an inventory list of all locations where green colored pavement is installed, and to comply with Item D in Paragraph 18 of Section 1A.10 of the 2009 MUTCD, which requires:

“An agreement to restore the site(s) of the Interim Approval to a condition that complies with the provisions in this Manual within 3 months following the issuance of a Final Rule on this traffic control device; and terminate use of the device or application installed under the interim approval at any time that it determines significant safety concerns are directly or indirectly attributable to the device or application. The FHWA’s Office of Transportation Operations has the right to terminate the interim approval at any time if there is an indication of safety concerns.”

1. General Conditions:

The use of green colored pavement is optional. However, if an agency opts to use green colored pavement under this Interim Approval, the following design and installation requirements shall apply, and shall take precedence over any conflicting provisions of the MUTCD.

2. Allowable Uses:

Green colored pavement may be used within a bicycle lane or within an extension of a bicycle lane to enhance the conspicuity of the bicycle lane or extension.

The use of green colored pavement under this Interim Approval is limited to the following applications:

- a. Green colored pavement may be installed within bicycle lanes as a supplement to the other pavement markings that are required for the designation of a bicycle lane. Green colored pavement shall not be used instead of the longitudinal line required by Paragraph 2 of Section 9C.04 of the 2009 MUTCD or instead of the word, symbol, and arrow pavement markings illustrated in Figure 9C-3 of the 2009 MUTCD and required by Item C in Paragraph 6 of Section 3D.01 of the 2009 MUTCD. The green colored pavement may be installed for the entire length of the bicycle lane or for only a portion (or portions) of the bicycle lane. Green colored pavement may be installed as a rectangular background behind the word, symbol, and arrow pavement markings in a bicycle lane as a means of enhancing the conspicuity of these word, symbol, and arrow pavement markings.
- b. If a pair of dotted lines is used to extend a bicycle lane across an intersection or driveway (see Section 3B.08 of the 2009 MUTCD) or a ramp, green colored pavement may be installed between these lines as a supplement to the lines. Green colored pavement shall not be used instead of these dotted lines to extend a bicycle lane across an intersection, driveway, or ramp. The green colored pavement may be installed for the entire length of the bicycle lane extension or for only a portion (or portions) of the bicycle lane extension. The pattern of the green colored pavement may be dotted in a manner that matches the pattern of the

dotted lines, thus filling in only the areas that are directly between a pair of dotted line segments that are on opposite sides of the bicycle lane extension.

- c. If a pair of dotted lines is used to extend a bicycle lane across the beginning of a turn bay where drivers who desire to turn must cross the bicycle lane when moving out of the through lane in order to turn (see Figures 9C-1, 9C-4, and 9C-5 of the 2009 MUTCD), green colored pavement may be installed between these lines as a supplement to the lines. Green colored pavement shall not be used instead of these dotted lines to extend a bicycle lane across the beginning of a turn bay. The green colored pavement may be installed for the entire length of the bicycle lane extension or for only a portion (or portions) of the bicycle lane extension. The pattern of the green colored pavement may be dotted in a manner that matches the pattern of the dotted lines, thus filling in only the areas that are directly between a pair of dotted line segments that are on opposite sides of the bicycle lane extension.

### 3. Design of Green Colored Pavement:

- a. The daytime chromaticity coordinates for the color used for green colored pavement shall be as follows:

1		2		3		4	
x	y	x	y	x	y	x	y
0.230	0.754	0.266	0.500	0.367	0.500	0.444	0.555

The daytime luminance factor (Y) shall be at least 7, but no more than 35.

- b. The nighttime chromaticity coordinates for the color used for green colored pavement shall be as follows:

1		2		3		4	
x	y	x	y	x	y	x	y
0.230	0.754	0.336	0.540	0.450	0.500	0.479	0.520

- c. Green colored pavement may be retroreflective, but there is no requirement or recommendation that it be retroreflective.
- d. If green paint or other marking materials applied to the roadway surface are used to simulate a green colored pavement, consideration should be given to selecting pavement marking materials that will minimize loss of traction for bicyclists (see Paragraph 4 of Section 3A.04 of the 2009 MUTCD).

### 4. Other:

Except as otherwise provided above, all other provisions of the MUTCD that are applicable to colored pavements shall apply to green colored pavement.

Any questions concerning this Interim Approval should be directed to Mr. Bruce Friedman at [bruce.friedman@dot.gov](mailto:bruce.friedman@dot.gov).

cc:

Associate Administrators

Chief Counsel

Chief Financial Officer

Directors of Field Services

Director of Technical Services

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**ENCROACHMENT PERMIT**

TR-0120 (REV 6/2012)

Permit No. <b>0420-NMC 1105</b>	
Dist/Co/Rte/PM <b>04/CC/24/7.66</b>	
DATE <b>June 25, 2020</b>	
Fee Paid <b>\$ EXEMPT</b>	Deposit <b>\$</b>
Performance Bond Amount <b>\$N/A</b>	Payment Bond Amount <b>\$N/A</b>
Bond Company <b>None</b>	
Bond Number (1)	Bond Number (2)

In compliance with (Check one):

- Your application of May 12, 2020
- Utility Notice No. \_\_\_\_\_ of \_\_\_\_\_
- Agreement No. \_\_\_\_\_ of \_\_\_\_\_
- R/W Contract No. \_\_\_\_\_ of \_\_\_\_\_

TO:  City of Lafayette  
 3675 Mount Diablo Boulevard # 210  
 Lafayette, CA 94549

Email: [mluttropp@ci.lafayette.ca.us](mailto:mluttropp@ci.lafayette.ca.us)

Attn: John M. Luttropp

Phone: (925) 328-6925  , PERMITTEE

And subject to the following, **PERMISSION IS HEREBY GRANTED** to:

Perform traffic control, milling existing asphalt to a depth of 0.30' followed by 6" pavement repairs, place 0.25' asphalt, replace electric detector loops, signing and striping; remove and replace damaged sidewalk, add green pavement marking to enhance bike facilities at Pleasant Hill Rod, on State Highway 04-CC-24, Post Mile 7.66, in the City of Lafayette. A Design Standard Decision Document was approved on May 4, 2020 for this project.

A minimum of 7 days prior to the start of work under this encroachment permit, notice must be given to State Representative Eman Bidokhti, Resident Engineer, at [Eman.Bidokhti@dot.ca.gov](mailto:Eman.Bidokhti@dot.ca.gov), or 510-773-8491, weekdays between 7:00 a.m. and 3:30 p.m., excluding holidays.

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 **THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER.**

The following attachments are also included as part of this permit (Check applicable):

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | General Provisions (TR-0045)  |
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | Utility Maintenance Provisions                                      |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | Special Provisions (TR-0408, TR-0163, TR-0400)                      |
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | A Cal-OSHA permit, if required: Permit No. _____                    |
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | As-Built Plans Submittal Route Slip for Locally Advertised Projects |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            | Water Pollution Control Documents (SWPPP/WPCP/TR-0400)              |

In addition to fee, the permittee will be billed actual costs for:

- |   |  |            |
|---|--|------------|
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | Review     |
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No | Inspection |
| <input checked="" type="checkbox"/> Yes | -----                                  | Field Work |

(If any Caltrans effort expended)

Yes  No The information in the environmental documentation has been reviewed and considered prior to approval of this permit.

This permit is void unless the work is completed before January 31, 2021

This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized.

No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

PD  
 cc: Permit: Fred Nejabat  
 Construction: Eman Bidokhti  
 Maintenance: David Despain  
 TMC: D4 TMC/D04/Caltrans/CAGov  
 Mitch.Tirado@dot.ca.gov  
 D4 UtilityEngineering@dot.ca.gov

APPROVED:

**DAVID SALLADAY, District Permit Engineer**

BY: *Ajay Sehgal*

**AJAY SEHGAL, Senior Permit Engineer**

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

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In addition to the attached General Provisions (TR-0045) (rev. 01/2020), Hazardous Materials and Hazardous Waste Management Special Provisions (TR-0408 rev 09/2017), Storm Water Special Provisions for Minimal or No Impact (SWSP) (TR-0400 rev 05/2018) Encroachment Permit Underground Utility Provisions (UG) (TR-0163 rev 04/2018) and the following special provisions are applicable:

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.

Notwithstanding General Provision 4, construction must not begin until the contractor performing the work applies for and obtains a separate encroachment permit (referred to as a Double Permit) for the work authorized herein. An initial fee/deposit of \$4264.00 is required at the time of application for permit processing and inspection.

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

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

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

Curbs and sidewalks must be saw cut to the nearest score mark and replaced equal in dimension to that removed with score marks matching existing adjacent curb and sidewalk.

Curbs and adjacent pavement must be saw cut to a neat line prior to excavating and forming. Pavement must be replaced in kind and must conform to lip of new gutter.

Curbs and gutters must conform to the 2018 Caltrans Standard Plan A87A, Type A2-6, (available at <https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications> unless necessary to conform to existing adjacent curb and gutter installations.

Curbs and gutters must be placed over 6 inches of Class II Aggregate Base. Sidewalks must be a minimum 4 inches PCC placed over 3 inches of Class II Aggregate Base.

A monolithic pour of curb and sidewalk is not permitted.

Curb ramps and island passageways must conform to the 2018 Caltrans Standard Plans A87A, A88A, A88B, and D78A (available at <https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications>

Drainage inlet grates must conform to the 2018 Caltrans Standard Plans D77A and D77B (available at <https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications>

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

Do not cut tree roots 3 inches or more in diameter. Material must be removed from around the root system to avoid damage to the roots. Roots must be protected with burlap wrapping while exposed.

Driveways must conform to the Caltrans Highway Design Manual Index 205 and Index 405.1 (available at <https://dot.ca.gov/programs/design/manual-highway-design-manual-hdm> unless otherwise shown on the project plans.

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Portland Cement Concrete (PCC) driveway thickness must be a minimum 4 inches for residential driveways and a minimum 6 inches for commercial driveways. PCC must be placed over 6 inches of Class II aggregate base.

Asphalt Concrete (AC) driveway structural section, including tapers, must match the adjacent shoulder structural section with a minimum 4 inches HMA Type A surface course.

Streets and highways in the San Francisco Bay Area contain a significant number of existing underground utilities. This includes traffic signal conduits that are installed 9 inches or less in depth. The permittee is responsible for necessary site investigations for identification of the location and depth of existing underground facilities prior to excavation (e.g., pothole or hand-dig) to avoid damage or disruption in services.

All pavement must be saw cut prior to removal, or removed by grinding.

Obliterated pavement markings must be replaced in kind.

All signs and markings must comply with the California MUTCD (available at <http://www.dot.ca.gov/programs/traffic-operations/camutcd>)

Where Asphalt Concrete (AC) has been placed, temporary painted traffic striping and pavement markings must be installed within 24 hours. Where shown on the plans, after 30 days curing time, thermoplastic materials must be applied in accordance with the 2018 Caltrans Standard Specifications, Section 84, "Markings" (available <https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications>)

Notify the State Representative not less than 25 days and not more than 125 days before the anticipated start of an activity that will change the vertical or horizontal clearance available to traffic, including shoulders. The permittee must provide this notice by submitting a "Notice of Change in Clearance or Bridge Weight Rating" (TR-0019 or TR-0029) and/or "Notice of Change in Vertical or Horizontal Clearance" (TR-0020) (available at <http://www.dot.ca.gov/trafficops/permits/notice.html>)

Your attention is directed to the 2018 Caltrans Standard Specification, Section 5-1.36, "Property and Facility Preservation" (available at <https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications>) and Business and Professions Code, Section 8771. Permittee must physically inspect the work site and locate survey monuments before work commencement. Monuments that might be disturbed must be referenced or reset in accordance with Business and Professions Code.

If existing public or private utilities conflict with the construction project, permittee will make necessary arrangements with the owners of such utilities for their protection, relocation, or removal. Permittee must inspect the protection, relocation, or removal of such facilities. Total costs of such protection, relocation, or removal must be borne by permittee in compliance with the terms of the Highway Encroachment Permits, Case Law, Public Utility Regulations, and Property Rights. Permittee must require any utility company performing relocation work in the State highway right-of-way to obtain an Encroachment Permit before the performance of said relocation work. Any relocated utilities must be correctly located and identified on the As-Built plans.

It is understood that the Owner's easement(s) within the area of common use within the highway or at a new location within the highway may be used for the purpose for which the original easement(s) was acquired subject to permittee providing advance notification of planned work and adherence to traffic safety and highway integrity requirements as contained elsewhere in this encroachment permit.

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.

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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.

Temporary pedestrian facilities must comply with the Caltrans Temporary Pedestrian Facilities Handbook (available at <https://dot.ca.gov/-/media/dot-media/programs/construction/documents/temporary-pedestrian-facilities-handbook-a11y.pdf>).

Ramp closures are authorized only between the hours of 22:00 to 0400 Sunday through Thursday.

No consecutive ramp closure is authorized. Provide and maintain adequate detours.

Signs specify ramp closure must be posted 72 hours in advance.

Traffic control on the local street may be from 1900 to 0400., Sunday through Thursday, excluding holidays as defined in the 2018 Caltrans Standard Specifications (available at <https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications>). Holidays excluded. Traffic control must be in compliance with the approved traffic control plans.

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.

Parking may be restricted where applicable within Caltrans right of way.

Shoulder may be closed at any time, except between 6:00-9:00 AM to 3:00-7:00 PM.

Traffic control must comply with the 2018 Caltrans Standard Plans T9 through T14 (available at <https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications>), and the California MUTCD, Part 6, "Temporary Traffic Control" (available <https://dot.ca.gov/programs/traffic-operations/camutcd/>

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

Trench excavation must comply with the 2018 Caltrans Standard Specifications, Section 19-3, "Structure Excavation and Backfill" (available at <https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications>). Trench backfill must comply with the attached trench detail and the 2018 Caltrans Standard Specifications, Section 19.3.02E, "Slurry Cement Backfill", and 19-3.02G, "Controlled Low-Strength Material".

No excavation must be left open overnight. Temporary backfilling of excavations in finished surfaces must be capped with a minimum 3 inches Asphalt Concrete (AC).

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

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 <http://www.dot.ca.gov/ser/vol2/vol2.htm>).

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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 a post-construction "Certification of Compliance with Americans with Disabilities Act (ADA)" (TR-0405) (available at <https://dot.ca.gov/-/media/dot-media/programs/traffic-operations/documents/encroachment-permits/tr0405.pdf>, stamped and signed by a California Licensed Professional Engineer or Architect.

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 permit, the permittee must provide the State Representative with a completed "Notice of Completion" (form TR-0128).

Additional Enclosure(s):

1. Notice of Completion (TR-0128)
2. Work Authorization Instruction and Request Form
3. Project Plans