



PUBLIC WORKS DEPARTMENT

SPECIAL PROVISIONS
FOR

**ASPHALT CONCRETE COLD
PLANING
(THROUGH DECEMBER 2024)**

PROJECT NO. – WD23003G

BID OPENS: December 22, 2022, 2 P.M.

CONTRACTOR MUST HAVE CLASS 'A' or 'C-12' LICENSE

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**SPECIAL PROVISIONS FOR
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(THROUGH DECEMBER 2024)
PROJECT NO. WD23003G**

SPECIAL NOTES

1. Official bid documents including plans and specifications are available online at: http://www.stocktongov.com/services/business/bidflash/pw.html?dept=Public_Works

All bids submitted for this project must conform to the requirements of the official bid documents, including specifications and plans.

SECTION 1 SPECIFICATIONS AND PLANS

1-1.01 Specifications

The work described herein shall be done in accordance with the current City of Stockton, Department of Public Works, Standard Specifications and the current Editions of the State of California, Department of Transportation Standard Specifications and Standard Plans and in accordance with the following Special Provisions. To the extent the California Department of Transportation Standard Specifications implement the STATE CONTRACT ACT they shall not be applicable since the City of Stockton is not subject to said ACT.

In case of conflict or discrepancy between any of the Contract Documents, the order of documents listed below shall be the order of precedence, with the first item listed having the highest precedence:

1. Contract Change Order (Modifications or changes last in time are first in precedence)
2. Contract
3. Project Special Provisions
4. Project Plans
5. City Standard Specification
6. City Standard Drawings
7. Revised Caltrans Standard Specifications
8. Caltrans Standard Specifications
9. Revised Caltrans Standard Plans
10. Caltrans Standard Plans
11. Supplemental Project Information

With regards to discrepancies or conflicts between written dimensions given on drawings and the scaled measurements, the written dimensions shall govern.

With regards to discrepancies or conflicts between large-scale drawings and small-scale drawings, the larger scale shall govern.

With regards to discrepancies or conflicts between detailed drawings and referenced standard drawings or plans, the detailed drawings shall govern.

In the event where provisions of codes, safety orders, contract documents, referenced manufacturer's specifications or industry standards are in conflict, the more restrictive and higher quality shall govern. Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these specifications, the Special Provisions, or the plans, the Contractor shall apply to the Engineer in writing for such further explanations as may be necessary and shall conform to them as part of the contract. All responses from the Engineer shall also be in writing. In the event of any doubt or question arising respecting the true meaning of these specifications, the Special Provisions or the plans, reference shall be made to the Engineer, whose decision thereon shall be final.

1-1.02 Contractor's Responsibility

The Contractor shall examine carefully the site of the work and the plans and specifications therefore. The Contractor shall investigate to their satisfaction as to conditions to be encountered, the character, quality and quantity of surface, subsurface materials or obstacles to be encountered, the work to be performed, materials to be furnished, and as to the requirements of the bid, plans and specifications of the contract.

1-1.03 Terms and Definitions

Wherever in the Standard Specifications, Special Provisions, Notice to Contractors, Proposal, Contract, or other contract documents the following terms are used, the intent and meaning shall be interpreted as follows:

City or Owner -	City of Stockton
CA-MUTCD -	Latest edition of the California Manual on Uniform Traffic Control Devices and any amendments and revisions thereto
Director -	Director of Public Works, City of Stockton
Standard Specifications -	City of Stockton Latest Standard Plans and Specifications And any amendments and revisions thereto.
Caltrans Specifications -	Current and Latest State of California, Department of Transportation, and any amendments or revisions thereto.
Department -	Department of Public Works, City of Stockton
Engineer -	City Engineer, City of Stockton, acting either directly or through properly authorized Engineer, agents and consultants.

See following page

SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 General

The bidder's attention is directed to the "Notice to Bidder" for the date, time and location of the Pre-Bid meeting, if applicable. Refer to the City of Stockton's Bid Flash webpage: <http://www.stocktongov.com/services/business/bidflash/default.html>

SECTION 3 AWARD AND EXECUTION OF CONTRACT

3-1.01 Addendum and Bid Inquiries

The addendum and bid inquiries will be posted on the City website. An email notification will be issued to all registered plan-holders. It is the contractor's/sub-contractor's sole responsibility to register as a plan holder. If a firm is not registered as a plan holder, they will not receive the notifications about addendum/bid inquiries/other information related to the project. To register as a plan holder, please send an email to Katrina Cooper at Katrina.Cooper@stocktonca.gov referencing the project name. Bid inquiries will not be accepted within 5 calendar days of bid opening date.

3-1.02 Contract Award

Each prospective bidder shall be required to bid on all items. Failure to bid an item shall be just cause for considering the bid as non-responsive. The City reserves the right to reject all bids. The bidders must be responsible, and their bids must be responsive.

If the City awards the Contract, the basis of the award will be the responsible bidder with the **lowest bid** whose proposal complies with all requirements prescribed.

The contract shall be executed by the successful bidder and shall be returned, along with the contract bonds, so that it is received by the City within ten (10) working days after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address:

Attention: Amanpreet Grewal
City of Stockton
Public Works Department
1465 S. Lincoln Street
Stockton, CA 95206

3-1.03 Bid Protest

All parties wishing to file a protest shall comply with the procedures set forth below:

All protests regarding the bidding process or award, or intended award, of any contract must be submitted in writing to the City Attorney on or before 5:00 p.m. of the fifth business day following the opening of all bids, unless a different time period is specified in the Notice Inviting Bids or other bid solicitation documents. All protests must be addressed to:

City Attorney
City of Stockton
425 North El Dorado Street, 2nd Floor
Stockton, CA 95202

The party filing the protest must have submitted a bid for the work. A subcontractor of a bidder may not submit a bid protest.

The protest shall contain a complete statement specifying in detail the grounds of the protest and the facts in support thereof. The protest must be hand delivered or send via mail so that the City Attorney receives it within the time period set forth above. The protest documents must include the following:

- A complete statement of the factual and legal basis for the protest;
- The protest must include the name, address and telephone number of the person representing the protesting party; and
- The protesting party must concurrently transmit a copy of the written protest document and any attached documentation to all other bidders who may have a reasonable prospect of receiving the award depending on the outcome of the protest.

The procedure and time limits set forth herein are mandatory and the bidder's sole and exclusive remedy in the event of a protest. No bidder may bring an action or proceeding challenging the bidding process or any award, or intent to award, any contract unless the above procedures are followed. The failure of a party originating a protest to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a government code claim or legal proceeding. The City reserves the right to modify the bid protest procedures in the Notice Inviting Bids or other bid solicitation documents and to require any protesting party to submit additional or clarifying information or documentation in support of any protest.

3-1.04 Contract Execution

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Caltrans Specifications and these Special Provisions for the requirements and conditions concerning award and execution of the contract. Bid protests are to be delivered to the address noted above.

See following page

SECTION 4 BEGINNING OF WORK, SCHEDULE, TIME OF COMPLETION AND LIQUIDATED DAMAGES

4-1.01 Beginning of Work

The Contractor shall perform and complete the proposed work in a thorough and workmanlike manner, and to furnish and provide in connection therewith all necessary labor, tools, implements, equipment materials and supplies.

Attention is directed to the provisions in Section 8-1.04B, "Standard Start," of the Caltrans Standard Specifications and these Special Provisions.

At no time shall construction begin without receiving notice that the contract has been approved by the City Attorney or an authorized representative. The Contractor shall follow the sequence of construction and progress of work as specified in Section 9-1.02, "Contractor Work Procedure," and Section 9-1.03 Prosecution and Progress" of these Special Provisions.

The Contractor shall diligently prosecute all work items to completion.

4-1.02 Schedule

This contract is for cold planing services on City roadways on an "as-needed" basis. This contract will provide for approximately 225-hours of cold planing in a calendar year; however, the actual number may vary. It is estimated there are approximately 25 jobsites that will require cold planing services of the Contractor with an estimated total of 35-working days per calendar year.

The City will notify the Contractor a minimum of two weeks prior to starting work at a particular jobsite.

4-1.03 Time of Completion

Attention is directed to the provisions in Section 8, "Prosecution and Progress," of the Standard Specifications and these Special Provisions.

The contract for the performance of the work shall schedule his/her operation so that cold planing services commence at 6:30 AM. The work force shall consist of a minimum of one operator, and one ground person.

Full compensation for conforming to the provisions in this section shall be considered as included in the prices paid for the various contract items of work involved, and no additional compensation will be allowed therefore.

4-1.04 Liquidated Damages

Section 8-1.10, "Liquidated Damages," of both the Standard Specifications and Caltrans Specifications is not applicable to this contract.

SECTION 5 GENERAL

5-1.01 Understanding of Conditions

Bidders will be required to carefully examine these Special Provisions and attachments to judge for themselves as to the nature of the work to be done and the general conditions relative thereto and the submission of a proposal hereunder shall be considered prima-facie evidence that the bidder has made the necessary investigation and is satisfied with respect to the conditions to be encountered, the character, quantity and quality of the work performed.

Bidders must be thoroughly competent and capable of satisfactorily performing the work covered by the proposal, and when requested, shall furnish such statements relative to previous experience on similar work, the plan or procedure proposed, and the organization and the equipment available for the contemplated work, and any other as may be deemed necessary by the Project Engineer in determining such competence and capability.

It shall be understood that the Contractor shall be required to perform and complete the proposed work in a thorough, workmanlike and professional manner, and to furnish and provide in connection therewith all necessary labor, tools, equipment, materials and supplies. The Contractor is responsible to take all necessary precautions and use best practices in the industry to perform all work require completing the project.

5-1.02 Construction Control

The City reserves the right to order discontinuance of any equipment in use. This will be determined at the discretion of the Engineer on the basis that the use of said equipment would prohibit obtaining the best possible result.

Additional operated equipment may be requested by the Engineer for the above reasons. Failure to comply with the Engineer's request concerning equipment use or removal will be deemed sufficient cause for shutting down all work until the requirements are met. Days lost for this type of shutdown will be charged as workable days.

5-1.03 Inspection

All work under this contract shall be under the control and inspection of the Engineer or his/her appointed representative. The Contractor shall be responsible for notifying the Engineer forty-eight (48) hours in advance of all stages of construction to arrange for inspection. The Contractor/sub-contractor shall report to the Engineer before starting the work on each working day.

5-1.04 Maintaining Public Convenience and Safety

The Contractor's attention is directed to Section 7-1.04, "Public Safety" of the Standard Specifications and these Special Provisions. Nothing in the specifications voids the Contractor's public safety responsibilities.

The City will provide for the proper routing of vehicles, bicyclists, and pedestrians in a manner that will hold congestion and delay of such traffic to practicable minimum by furnishing, installing, and maintaining all necessary temporary signs, barricades, and other devices and facilities, as approved by the City Traffic Engineer.

The City of Stockton will furnish, install, move, and remove all necessary traffic control devices including, but not limited to, signing, striping, barricades, arrow boards, CMS, and flagging. No traffic control shall be included in the various bid items.

5-1.05 Encroachment Permit from City, County, Utilities, Railroads and Others

Attention is directed to Section 5-1.20B, "Permits, Licenses, Agreements, and Certifications," of the Caltrans Specifications and these Special Provisions. The following is not an all-inclusive list of the required permits and/or licenses, if applicable:

- Contractor's License. Contractor shall possess a valid California Class 'A' or 'C-12' Contractor License at the time of bid and maintain it throughout the duration of the contract.
- Business License. Contractor shall possess a valid City of Stockton business license and pay all required fee associated with it prior to the execution of the contract and maintain it throughout the duration of the contract.
- Submit the Construction and Demolition (C&D) Debris Recycling Report within 14 days of construction or demolition project completion. The completed form must be accompanied by the official weight tags or receipts verifying the information provided in the report and must be submitted to the City of Stockton Public Works Department, Solid Waste Division, 22 E. Weber Ave. Room 301, Stockton, CA 95202. Failure to provide the C&D Debris Recycling Report form will result in a 5% withholding of the contract amount.
- Construction Water (if applicable): The Contractor is responsible for obtaining a permit for water from California Water Service or City of Stockton, as applicable, for construction water obtained from a City hydrant. This permit shall be approved by the City of Stockton Fire Department. All cost for water use shall be the responsibility of the contractor.

Full compensation for conforming to the provisions in this section including applicable permit fees, shall be considered as included in the prices paid for the various contract items of work involved, and no additional compensation will be allowed.

5-1.06 Property Preservation/Existing Facilities

The Contractor's attention is directed to Sections 5-1.36, "Property and Facility Preservation," and Section 15, "Existing Facilities," of the Caltrans Specifications.

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases, natural gas in pipelines 6 inches or greater in diameter or pipelines operating at pressures greater than 60 pounds per square inch (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 V, either directly buried or in duct or conduit which do not have concentric grounded or other effectively grounded metal shields on sheaths.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least two (2) working days, but not more than fourteen (14) calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include but are not limited to the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	1-800-642-2444 1-800-227-2600
Underground Service Alert-Southern California (USA)	1-800-422-4133 1-800-227-2600

The Contractor shall verify the horizontal and vertical locations of all existing utilities prior to start of construction. The Contractor shall be responsible for the repair and replacement of these or any other facilities damaged during construction. The Contractor shall notify Underground Services Alert (USA) to have existing facilities marked in the field.

If unknown existing facilities are encountered, the Contractor shall notify the Engineer in writing of the situation, request coverage of the work as extra work, and aid the Engineer in determining due diligence.

Payment for complying with this Special Provision shall be included in the various other items of work, and no additional compensation will be allowed therefore

5-1.07 Job Site Appearance

The Contractor's attention is directed to Sections 5-1.31, "Job Site Appearance," of the Caltrans Specifications.

The Contractor shall conduct and cause all working forces at the site to maintain the site in a neat orderly manner throughout the construction operations. The work shall be conducted in a manner that will control the dust. When ordered to provide dust control, the Contractor shall use water to reduce the dusty conditions all to the satisfaction of the Engineer. During construction, the Contractor shall remove all rubbish and debris as it is generated. Upon completion of the work, the Contractor shall remove all equipment, debris, and shall leave the site in a neat, clean condition all to the satisfaction of the Engineer.

Debris developed during construction shall be disposed of concurrently with its generation. The Contractor shall pay to the City of Stockton the sum of Five Hundred (\$500) for every calendar day where debris has remained on the job site overnight.

5-1.08 Submittals

The following is a list of anticipated submittals for the project and is provided to aid the Contractor in determining the scope of work, but is not intended to be all-inclusive. Additional submittals may be required:

NO.	SUBMITTAL	DEADLINE
1	DAS 140	Prior to Notice to Proceed
2	DAS 142	Prior to Notice to Proceed
3	Local Hire Employment Ordinance – Good Faith Effort	Prior to Notice to Proceed
4	Construction and Demolition Debris Recycling Report	Post Construction
5	City of Stockton Business License	Prior to Notice to Proceed

5-1.09 Records

The Contractor's attention is directed to Sections 5-1.27, "Records," of the Caltrans Specifications.

The cost accounting records for the contract shall be maintained separately from other contracts, during the life of the contract, and for a period of not less than 3-years after the date of acceptance of the contract. If the Contractor intends to file claims against the City of Stockton, the Contractor shall keep the cost accounting records specified above until complete resolution of all claims has been reached.

Full compensation for conforming to the provisions in this section shall be considered as included in the prices paid for the various contract items of work involved, and no additional compensation will be allowed therefore.

5-1.10 Request for Information

The Contractor's attention is directed to Sections 5-1.42, "Requests for Information" of the Caltrans Specifications.

Contractor shall submit a request for information upon recognition of any event or question of fact arising under the contract. The Engineer shall respond to the request for information within 5 working days.

Payment for complying with this Special Provision shall be included in the various items of work, and no additional compensation will be allowed therefore.

5-1.11 Staging Area

The street right of way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way for purposes, which are not necessary to perform the required work.

The Contractor shall secure at his own expense any area required for storage of equipment or materials, or for other purposes. The Contractor's use of any private property in connection with this project shall be by a written agreement between the property owner and the Contractor. A certified copy of any such agreement shall be furnished to the Engineer prior to the use of such property by the Contractor. No additional compensation will be considered therefor.

The Contract shall pay to the City of Stockton the sum of One Thousand (\$1,000) for every calendar day where occurrences of staging or driving on private property without providing written agreement from the owner took place. Contractor shall also compensate be required to compensate the private property owner

Full compensation for conforming to the provisions in this section shall be considered as included in prices paid for the various contract items of work involved & no additional compensation will be allowed therefore.

5-1.12 Unsatisfactory Progress

If the number of working days charged to the contract exceeds 75 percent of the working days in the current time of completion and the percent working days elapsed exceeds the percent work completed by more than 15 percentage points, the City will withhold 10 percent of the amount due on the current monthly estimate.

The percent working days elapsed will be determined from the number of working days charged to the contract divided by the number of contract working days in the current time of completion, expressed as a percentage. The number of contract working days in the current time of completion shall consist of the original contract working days increased or decreased by time adjustments approved by the Engineer.

The percent work completed will be determined by the Engineer from the sum of payments made to date plus the amount due on the current monthly estimate, divided by the current total estimated value of the work, expressed as a percentage.

When the percent of working days elapsed minus the percent of work completed is less than or equal to 15 percentage points, the funds withheld shall be returned to the Contractor with the next monthly progress payment.

Funds kept or withheld from payment, due to the failure of the Contractor to comply with the provisions of the contract, will not be subject to the requirements of Public Contract Code 7107 or to the payment of interest pursuant to Public Contract Code Section 10261.5.

5-1.13 Noise Control Requirements

Noise control shall conform to the provisions in Section 14-8-02, "Noise Control," of the Caltrans Specifications and these Special Provisions. Nothing in the Caltrans Specifications or these Special Provisions voids the Contractor's public safety responsibilities or relieves the Contractor from the responsibility to comply with other ordinances regulating noise level.

The noise level from the Contractor's operations, between the hours of 8:00 p.m. and 6:00 a.m., shall not exceed 86 dBa at a distance of fifty (50) feet. This requirement shall not relieve the Contractor from responsibility for complying with other ordinances regulating noise level. The noise level requirement shall apply to the equipment on the job or related to the job, including, but not limited to, trucks, transit mixers, or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved, and no additional compensation will be allowed.

5-1.14 Dust Control

Dust control shall conform to any requirements set forth in the San Joaquin Valley Air Pollution Control District Construction Notification Form, and Section 14-11.04, "Dust Control," of the Caltrans Specifications.

Use of water except for recycled, reclaimed, or other non-potable water for the purpose of dust control or other construction use is prohibited, unless for health or safety purposes. All dust control operations shall be performed by the Contractor using a vacuum sweeper at the time, location and in the amount ordered by the Engineer. The application of either water or dust palliative shall always be under the control of the Engineer. Watering shall conform to the provisions of Section 10-6, "Watering," of the Caltrans Specifications and these Special Provisions.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved, and no additional compensation will be allowed.

5-1.15 Increased or Decreased Quantities

The City reserves the right to make such alterations, deviations, additions to, or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work or to omit any item or portion of the work, as may be deemed by the Engineer to be necessary or advisable and to require such extra work as may be determined by the Engineer to be required for the proper completion or construction of the whole work contemplated, without adjustment in the unit price as bid. Section 9-1.06B and Section 9-1.06C of the Caltrans Standard Specifications shall not apply.

5-1.16 Changes and Extra Work

New and unforeseen work will be considered as extra work when determined by the Engineer that the work is not covered by any of the various items for which there is a bid price or by combinations of those items. In the event portions of this work are determined by the Engineer to be covered by some of the various items for which there is a bid price or combinations of those items, the remaining portion of the work will be classed as extra work. Extra work also includes work specifically designated as extra work in the plans or specifications.

Any such extra work will be outlined in a contract change order, which will specify the work to be done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A contract change order will not become effective until approved by the City Manager and / or City Council.

The Contractor shall do the extra work and furnish labor and equipment therefore upon receipt of an approved contract change order or other written order of the Engineer. In the absence of an approved contract change order or other written order of the Engineer, the Contractor shall not be entitled to payment for the extra work. If, in the opinion of the Engineer, such work cannot reasonably be performed concurrently with other items of work, and if a controlling item of work is delayed thereby, an adjustment of contract time will be made.

Payment for extra work required to be performed pursuant to the provisions in this section, in the absence of an executed contract change order, will be made by force account as provided in Section 9-1.04 "Force Account" of the Caltrans Specifications; or as agreed to by the Contractor and the Engineer.

5-1.17 Notice of Potential Claim

The Contractor shall not be entitled to the payment of any additional compensation for any cause, or for the happening of any event, thing, or occurrence, including any act or failure to act, by the Engineer, unless s/he has given the Engineer due written notice of potential claim as hereinafter specified, provided, however, that compliance with this section shall not be a prerequisite for matters within the scope of the protest provisions under "Changes" or "Time of Completion" or within the notice provisions in "Liquidated Damages" not to any claim which is based on differences in measurements or errors of computation as to Contract quantities.

The written notice of potential claim shall set forth the items and reasons which the Contractor believes to be eligible for additional compensation, the description of work, the nature of the additional costs and the total amount of the potential claim. If based on an act or failure to act by the Engineer, written notice for potential claim must be given to the Engineer prior to the Contractor commencing work; in all other cases, written notice for potential claims must be given to the Engineer within fifteen (15) days after the happening of the event, thing or occurrence giving rise to the potential claim.

It is the intention of this section that potential differences between the parties of this Contract be brought to the attention of the Engineer at the earliest possible time appropriate action may be taken and settlement may be reached. The Contractor hereby agrees that s/he shall have no right to additional compensation for any claim that may be based on any act or failure to act by the Engineer or any event, thing or occurrence for which no written notice of potential claim was filed.

5-1.18 Stop Notice Withholds

Section 9-1.16E(4) "Stop Notice Withholds" of the Caltrans Specifications is amended to read as follows:

"The City of Stockton, by and through the Department of Public Works, may at its option and at any time retain out of any amounts due the Contractor, sums sufficient to cover claims, filed pursuant to Section 3179 et seq. of the Code of Civil Procedures."

SECTION 6 BLANK

SECTION 7 BLANK

SECTION 8 BLANK

SECTION 9 MEASUREMENT AND PAYMENT

9-1.01 General

Attention is directed to Section 9 "Payment" of the Caltrans Specifications, and these Special Provisions. All measurements and payments for this work shall conform to all applicable provisions on Section 7 of these Special Provisions and Section 9 "Payment" of the Caltrans Specifications.

Payment for those items of work required to complete the work as specified herein, but not shown as separate bid items on the bid schedule, shall be deemed as included in the other items of work, and no additional compensation will be allowed therefore.

All materials designated to be removed shall become the property of the Contractor, unless otherwise noted, and shall be disposed in accordance with local, State, and Federal laws and ordinances.

Full compensation for disposal of materials and performing the work in these Special Provisions shall be included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefore.

9-1.02 Payments

Attention is directed to Sections 9-1.16, "Progress Payments," and 9-1.17, "Payment After Contract Acceptance," of the Caltrans Specifications, and 9-1.17D, "Final Payment and Claims," of the Standard Specifications.

Full compensation for all labor, equipment, tools, materials, services, travel, mobilization and incidentals in conformity with the Contract Documents will be included in the prices paid for the various contract bid items and no additional compensation will be allowed therefore. No other compensation will be made except for the items listed in the Bid Proposal or otherwise described further below.

Mobilization: Mobilization shall conform to the provisions in Section 9-1.160, "Mobilization," of the Caltrans Standard Specifications and these Special Provisions.

Full compensation for any costs required to comply with the provisions in this section shall be considered to be included in the prices paid for various contract items of work and no additional compensation will be allowed therefore.

9-1.03 Quantities

The following estimate of the quantities of work to be done and materials to be furnished are **approximate only**, and are intended as a basis for the comparison of bids. The City does not expressly or by implications agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work without increase or decrease in the unit price bid or to omit portions of the work that may be deemed necessary or expedient by the Engineer.

BID ITEM LIST

Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
Calendar Year 2023: Through December 31, 2023					
1.	<u>Cold Planing Time</u> : Contractor shall provide a minimum of one operator and one ground person, with front discharge pavement planing equipment to deposit grindings directly into City - furnished trucks.	Hours	225		
Calendar Year 2024: Through December 31, 2024					
2.	<u>Cold Planing Time</u> : Contractor shall provide a minimum of one operator and one ground person, with front discharge pavement planing equipment to deposit grindings directly into City - furnished trucks.	Hours	225		
TOTAL BID					

Notes:

1. The contract prices paid per hour for cold planing shall include full compensation for furnishing all labor, tools, equipment, operator, ground person, and incidentals, and for doing all work as specified in these specifications.
2. The Contractor will be entitled to a minimum of six (6) hours for each day services are required, except for stoppages resulting from inclement weather, which will be based on actual hours worked.
3. Cold planing time shall be rounded to the nearest fifteen (15) minutes for payment purposes.
4. Travel time between jobsites can be included for payment.
5. Ineligible items for payment include:
 - a. Time that equipment is being repaired, adjusted, or maintained.
 - b. Time that equipment does not meet the performance specifications.
 - c. Travel time at the start and end of the work day.
 - d. Time to load, unload, water filling, maintenance, teeth changing, cleaning, and other work on the equipment.
6. Each bidder shall bid each item on the Base Bid Schedule. Failure to bid an item shall be just cause for considering the bid as non-responsive.

Each bidder shall bid each item on the Base Bid Schedule. Failure to bid an item shall be just cause for considering the bid as non-responsive. The City reserves the right to include or delete any Schedule or portion thereof, or to reject all bids.

Official bid documents, including plans and specifications, are available on the City of Stockton website at: <http://www.stocktongov.com/services/business/bidflash/default.html>

All bids submitted for this project must conform to the requirements of the official bid documents, including plans and specifications.

SECTION 10 CONSTRUCTION

10-1.01 Cold Planning Equipment:

The cold planing equipment shall meet the following minimum performance specifications:

1. 72-inch cutting width
2. 12 teeth per lineal foot of drum width; teeth must be sharp to produce clean visible "ridge and valley" on the pavement. The Engineer may direct the shutdown of the project if the performance of the equipment is not to his/her satisfaction.
3. 16 feet per minute travel speed when cutting depth of 5½ inches in asphalt concrete.
4. 98 cubic yards of excavated material, measured in place, per hour.
5. 5½ inch cutting depth in asphalt concrete.
6. Front discharge grinder shall be used exclusively for all work performed.
7. 10-miles per hour travel speed between jobsites, or the pavement planing equipment shall be transported between jobsites. Time to load and unload the equipment shall not be eligible for payment.

Prior to commencing work, Contractor shall be required to demonstrate equipment compliance with these performance specifications.