

PUBLIC WORKS DEPARTMENT

SPECIAL PROVISIONS FOR

2020-21 SANITARY SEWER MAINTENANCE HOLE REHABILITATION PROJECT PROJECT NO. M20011

BID OPENING: Thursday, January 19, 2023 @ 2:00 P.M

2020-21 SANITARY SEWER MAINTENANCE HOLE REHABILITATION PROJECT PROJECT NO. M20011

The special provisions contained herein have been prepared by, or under the direct supervision of, the following Registered Engineer:

CIVIL ENGINEERING				
SIGNED:				
-	Registered Civil Engineer			
DATE:				

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DIVISION I – GENERAL PROVISIONS

SECTION 1 – GENERAL

1.01 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

Director - Director of Public Works, City of Stockton

Standard Specifications - City of Stockton, Standard Plans and Specifications and any

amendments or revisions thereto (Revised 9/27/16)

Caltrans Specifications - State of California, Dept. of Transportation, 2018 Standard Plans

and Specifications

Laboratory - City of Stockton's Department of Public Works or consultant

laboratory

Department - Department of Public Works, City of Stockton

Engineer - City Engineer for the City of Stockton, acting either directly or

through properly authorized Engineer representatives and/or

consultants

MUTCD - Latest edition of California Manual on Uniform Traffic Control

Devices (MUTCD) and any amendments and revisions thereto

SECTION 2 – BIDDING

2.01 GENERAL

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

The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these Special Provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

The Bidder's Bond form, mentioned in the last paragraph of Section 2-1.34, "Bidders Security," in the Standard Specifications, will be found following the signature page of the Proposal.

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

2.02 SPECIFICATIONS

The work described herein shall be done in accordance with the current City of Stockton, Department of Public Works Standard Specifications and Plans, and the latest Editions of the State of California, Department of Transportation Standard Specifications and Standard Plans, California MUTCD, as referenced therein, 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.

- a. Contract Change Order
- b. Contract
- c. Project Special Provisions
- d. Project Plans
- e. City's Standard Specifications
- f. City's Standard Drawings
- g. Revised Caltrans Standard Specifications
- h. Caltrans Standard Specifications
- i. Revised Caltrans Standard Plans
- j. Caltrans Standard Plans
- k. 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 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.

The Contractor shall examine carefully the site of the work and the plans and specifications therefore. He/She shall investigate and satisfy himself/herself 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.

2.03 PLANS

The bidder's attention is directed to the provisions in Section 1-1.03, "Definitions," of the Standard Specifications.

See "Instructions to Bidders" for complete instructions and documentation forms.

SECTION 3 – CONTRACT AWARD AND EXECUTION

3.01 CONTRACT AWARD

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these Special Provisions for the requirements and conditions concerning the award and execution of this contract.

Bid protests are to be delivered to the following address: City of Stockton, Department of Public Works, 22 E. Weber Avenue, Room 301, Stockton, CA 95202, Attn: Ivan Reynoso. The award of the contract, if awarded, will be given to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

3.02 CONTRACT EXECUTION

The contract shall be executed by the awarded bidder and shall be returned together with the contract bonds to the Agency 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:

City of Stockton
Public Works Department
Attn: Ivan Reynoso
22 E. Weber Avenue, Room 301
Stockton, CA 95202

3.03 CONTRACT BONDS

Contract Bonds shall conform to the requirements set forth in Section 3-1.05, "Contract Bonds," of the Standard Specifications except for the second paragraph, which shall be replaced with the following:

"The Faithful Performance bond will be retained by the City of Stockton for twelve (12) months following recordation of the Notice of Completion (or partial completion) to guarantee correction of failure attributed to workmanship and materials. Upon recordation of the Notice of Completion (or partial completion), the amount of the Faithful Performance bond may be reduced to **ten percent (10%)** of the actual cost of the constructed improvements."

SECTION 4 – SCOPE OF WORK

4.01 EXTRA WORK

Section 4-1.05, "Changes and Extra Work," of the Caltrans Specifications is amended by adding the following between the second and third paragraphs:

"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."

4.02 CLEANUP

The Contractor's attention is directed to Section 4-1.13, "Cleanup," of the Caltrans Specifications.

The Contractor shall maintain the site in a neat orderly manner and conduct work in a manner that will control the dust throughout the construction operations. 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 completely remove all equipment and debris and leave the site in a neat, clean condition all to the satisfaction of the Engineer.

SECTION 5 – CONTROL OF WORK

5.01 PERMITS

The Contractor's attention is directed to Section 5-1.20B, "Permits, Licenses, Agreements, and Certifications," of the Caltrans Specifications.

The following is not an all-inclusive list of the required permits and/or licenses, if applicable:

- Contractor's License A valid California Class A Contractor License.
- Business License Contractor shall possess a valid City of Stockton business license prior to the execution of the contract and maintain throughout the duration of the contract.
- City of Stockton Encroachment Permit
- San Joaquin County Encroachment Permit Contractor will be responsible for obtaining a
 permit from the County when working in their right-of-way. Contractor shall begin work in
 City right-of-way while awaiting encroachment permit from San Joaquin County.
- Construction Water The Contractor is responsible for obtaining a permit for water from the California Water Service or City of Stockton, as applicable, for construction water obtained from a City hydrant. This permit is to be approved by the City of Stockton Fire Department.

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 therefore.

5.02 SUBMITTALS

The following is a list of anticipated submittals for the project. The list 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 beyond the following:

- DAS-140
- Material Submittal
- Emergency Contacts/Authorized Representatives
- Manufacturer's Instructions/Field Reports
- Traffic Control Plan
- Project Schedule
- Construction and Demolition Debris Recycling Report
- Monument Preservation Form
- Encroachment Permit
- Maintenance Hole Rehabilitation

The Contractor shall transmit each submittal to the Engineer for review and approval with the submittal form approved by the Engineer.

All submittals shall be submitted within thirty (30) calendar days from the date of the fully executed contract.

Any incomplete submittals will be returned for resubmittal. When revised for resubmission, all changes made must be identified since the previous submission.

Except as may otherwise be indicated herein, the Engineer will return prints of each submittal to the Contractor with comments noted on the submittal. The Contractor shall make complete and acceptable submittals to the Engineer by the second submission of a submittal item. The City reserves the right to withhold money due to the Contractor to cover additional costs of the Engineer's review beyond the second submittal.

If a submittal is returned to the Contractor marked "NO EXCEPTIONS TAKEN," formal revision and resubmission of the said submittal will not be required.

If a submittal is returned to the Contractor marked "MAKE CORRECTIONS NOTED," formal revision and resubmission of the said submittal will not be required.

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.

5.03 RECORDS

The Contractor's attention is directed to Section 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 acceptance date of the contract. If the Contractor intends to file claims against the Department, the Contractor shall keep the cost accounting records specified above until all claims have been completely resolved.

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.

5.04 **JOB SITE APPEARANCE**

The Contractor shall maintain a neat appearance of the job site.

Debris created during construction shall be disposed of concurrently with its generation. The Contractor shall pay to the City of Stockton the sum of Two Hundred Fifty Dollars (\$250) for every calendar day where debris has remained on the job site overnight.

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, and no additional compensation will be allowed therefore.

5.05 **PROPERTY PRESERVATION/EXISTING FACILITIES**

The Contractor's attention is directed to Section 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 to be taken by the Contractor to protect the health, safety, and welfare of the 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 six (6) inches or greater in diameter, pipelines operating at pressures greater than 415 KPa (60 psi) (gage), underground electric supply system conductors, and 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.

Immediately upon encountering unknown existing facilities, the Contractor shall notify the Engineer in writing of the situation and request coverage of the work as extra work. Failure to do so may result in forfeiture of any rights to receive extra work compensation under Section 8-1.07, "Delays," of the Caltrans Specifications. Should the Contractor stop work, no compensation will be made for any "down time" prior to written notifications being received by the Engineer or his/her representative.

Delays due to encountering unexpected facilities shall be determined and compensated in accordance with the provisions of Section 8-1.07, "Delays," of the Caltrans Specifications and as herein modified.

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

5.06 REQUEST FOR INFORMATION

The Contractor's attention is directed to Section 5-1.42, "Request 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 five (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.

5.07 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 he has given the Engineer due written notice of potential claim as herein specified, provided 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 of 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 claim must include 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 to ensure that appropriate actions are taken and settlements are reached. The Contractor hereby agrees that he shall have no right to additional compensation for any claim that may be based on any act or failure by the Engineer or any event for which no written notice of potential claim was filed.

5.08 INSPECTIONS

All work under this contract shall be under the control and inspection of the Engineer or his/her representative. The Contractor shall notify the City of Stockton, Public Works Department three (3) working days in advance of any construction. The Contractor shall pay overtime for inspection during City holidays, weekends, and non-business hours (if inspection is available).

5.09 CONSTRUCTION SURVEY

Refer to Section 5-1.26, "Construction Surveys," of the Standard Specifications. There is no construction staking required of the Contractor for this project.

5.10 RECORD DRAWINGS

The Contractor shall maintain a complete set of drawings on site for the purpose of keeping all field modifications up-to-date. This plan set shall be available for review by the project Inspector and the Engineer. These plans shall be provided to the Inspector after the completion of construction at the Post Construction Meeting and prior to the final payment. All revisions, modifications, and/or changes shall be marked clearly. Notes and dimensions shall be in red and be clear and legible. These plans will be used by the Design Engineer to mark up the original plan sheets with the revisions made during construction.

Full compensation for furnishing the As-Built/Record drawings shall be considered included in the various bid items of work, and no additional compensation will be considered therefore.

5.11 SURFACE RESTORATION

Surface restoration shall consist of restoring all areas within the limits of work to their original existing condition prior to construction.

The Contractor shall restore all paved areas, such as driveways, curbs and gutters, roadway surfaces, ditches, landscaped areas, etc., and all other improvements, disturbed or damaged by his/her operations.

Payment for the restoration of damaged areas, for which specific bid items are not provided, shall be included in the contract prices paid for the various items of work, and no additional compensation will be allowed therefore.

5.12 RIGHTS IN LAND

The following is added to Section 5-1.32, "Areas for Use," of the Caltrans Specifications:

"All work, equipment parking, or any other activity associated with the project shall be confined to the project limits within the street right-of-way. The Contractor's use of any other property exclusively 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."

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.

5.13 STAGING AREA

Attention is directed to the requirements specified in Section 5-1.32, "Areas for Use," of the Caltrans Specifications and these Special Provisions.

The street right-of-way shall be used only for activities 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 material storage or other purposes that are not necessary to perform the required work.

The Contractor shall secure at his own expense any area required for plant sites, storage of equipment or materials, or for other purposes.

5.14 PRE-QUALIFIED AND TESTED SIGNING AND DELINEATION MATERIAL

The California Department of Transportation maintains the list of pre-qualified and tested signing and delineation materials. Approval of prequalified and tested materials shall not preclude the Engineer from sampling and testing any of the signing and delineation materials or products at any time.

None of the listed signing and delineation materials and products shall be used in the work unless such material or product is listed on the California Department of Transportation's List of Approved Traffic Products. A Certificate of Compliance shall be furnished as specified in Section 6, "Control of Materials," of the Caltrans Specifications for signing and delineation materials and products. The said certificate shall also certify that the signing and delineation material or product conforms to the pre-qualified testing and approval of the California Department of Transportation, Division of Traffic Operations, and was manufactured in accordance with the approved quality control program.

For those categories of materials included on the list of Prequalified and Tested Signing and Delineation Materials, only those products shown within the listing may be used in the work. Other categories of products not included on the list of Prequalified and Tested Signing and Delineation Materials may be used in the work, provided they conform to the requirements in the Standard Specifications.

Materials and products will be considered for addition to the approved prequalified and tested list of materials if the manufacturer of the material or product submits a sample of the material or product to the California Department of Transportation, Division of Traffic Operations, and the sample is able to pass all required tests. Approval of such materials or products will be dependent upon a determination as to compliance with the Standard Specifications and any test the California Department of Transportation may elect to perform. The list of approved prequalified and tested signing and delineation materials and products can be found on the California Department of Transportation website:

 $\frac{https://dot.ca.gov/-/media/dot-media/programs/engineering/documents/signing-and-delineation-materials-a11y.pdf}{}$

SECTION 6 – LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

6.01 PUBLIC CONVENIENCE

Contractor's attention is directed to the "Maintaining Traffic" section of the following Special Provisions.

The Contractor shall notify the San Joaquin Regional Transit District (SJRTD) a minimum of five (5) working days prior to beginning work. The Contractor shall coordinate with SJRTD if any bus stops and bus routes are affected.

The Contractor shall inform the City Fire Department, City Police Department, City Traffic Department, Municipal Utilities Department (MUD), Stockton Unified School District, and all affected utilities no later than seventy-two (72) hours before work is to begin. The Contractor shall provide the City with the name and telephone number (business, home, and mobile) of three (3) representatives available at all times during the duration of the contract. Said names and telephone numbers shall be provided to the City of Stockton Public Works, Fire and Police Departments.

The Contractor shall circulate printed form letters approved by the Engineer, explaining the project to be constructed and the length of time the project will be an inconvenience, to be delivered to the affected residents and businesses at least seventy-two (72) hours before work is to commence. In addition, the Contractor shall provide temporary "No Parking" signs posted seventy-two (72) hours in advance of the work. Such signs shall be placed no further than fifty (50) feet apart. The additional "No-Parking" signs shall be removed on the completion of the work and the opening of the street to traffic. The Contractor is responsible for the removal of any vehicles obstructing his operations.

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 the various contract items of work, and no additional compensation will be allowed therefore.

6.02 PUBLIC SAFETY

The Contractor's attention is directed to "Maintaining Traffic" of these Special Provisions. Nothing in the specifications voids the Contractor's Public Safety responsibilities.

All safety devices, their maintenance, and use shall conform to the latest requirements of OSHA and the applicable provisions of Part 6 "Temporary Traffic Control" of the latest MUTCD California Supplement, the current edition of the Manual on Uniform Traffic Control Devices (MUTCD), and the latest edition of the Work Area Traffic Control Handbook (WATCH). It shall be the complete responsibility of the Contractor to protect persons from injury and to avoid property damage. Adequate barricades, construction signs, flashers, and other such safety devices, as required, shall be placed and maintained during the progress of the construction work until the project is completed. Whenever required, flagmen shall be provided to control traffic.

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

facilities, as approved by the City Traffic Engineer. As the work progresses, the Contractor shall relocate, subject to the City Traffic Engineer's approval, such devices and facilities as necessary to maintain proper routing. The Contractor shall maintain Americans with Disabilities Act (ADA) compliance throughout the work site (or approved alternate route) at all times during all phases of construction. The Contractor shall notify the City Traffic Engineer via the Inspector a minimum of three (3) working days prior to the relocation of any traffic control devices.

Full compensation for furnishing, installing, moving, and removing all necessary traffic control devices, including but not limited to signing, striping, barricades, arrow boards, CMS and flagging, shall be included in the contract prices for "Traffic Control," and no additional compensation will be allowed therefore. Section 12-1.03, "Flagging Costs," of the Caltrans Specifications is not applicable.

SECTION 7 – PROSECUTION AND PROGRESS

7.01 SCHEDULE

Attention is directed to Section 8-1.02, "Schedule," of the Caltrans Specifications. The Contractor shall submit a schedule of construction to the City Engineer within five (5) working days following the Notice to Proceed.

The Contractor's construction schedule must be approved before any construction may commence.

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.

7.02 PRE-CONSTRUCTION CONFERENCE

The City of Stockton Public Works Department will schedule a pre-construction meeting with the Contractor following award of the contract and prior to commencing work (Ivan Reynoso 209-937-7390). This meeting will be held in the City of Stockton, Public Works Department.

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.

7.03 POST-CONSTRUCTION CONFERENCE

The Contractor shall attend a post-construction meeting that will be arranged by the Public Works Department (Ivan Reynoso 209-937-7390) after completion of work and prior to acceptance and final payment. The project Engineer and the project Inspector will also attend this meeting. The purpose of the meeting will be to discuss the project and any related issues that can help improve future Public Works construction projects. This meeting will be held in the City of Stockton, Public Works Department.

At this meeting, the Contractor will submit a marked-up set of record drawings/as-built plans at no additional cost to the City.

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.

7.04 TIME OF COMPLETION

Attention is directed to the provisions in Section 8-1.05, "Time," of the Caltrans Specifications and Standard Specifications.

The contract for the performance of the work and the furnishing of materials shall commence within ten (10) days from the Notice to Proceed date and shall be diligently prosecuted to completion before the expiration of the working days specified in this section from the date of the said commencement.

The Contractor shall diligently prosecute the contract work to completion within forty (40) working days. The days to finish the punch list provided by the City are included in the original working days.

Should the Contractor choose to work on a Saturday, Sunday, or a City Holiday recognized by the labor unions, the Contractor shall reimburse the City of Stockton the actual cost of engineering, inspection, testing, superintendent, and/or other overhead expenses which are directly chargeable to the contract. The approximate cost is One Hundred Dollars (\$100) per hour. Should such work be undertaken at the request of the City, reimbursement will not be required.

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.

7.05 LIQUIDATED DAMAGES

Attention is directed to the provisions in Section 8-1.10, "Liquidated Damages," of the Caltrans Specifications and these Special Provisions.

The Contractor shall pay liquidated damages to the City of Stockton in the amount of **Three Thousand Two Hundred Dollars** (\$3,200.00) per day for each calendar day that the work, with the exception of the plant establishment and maintenance period, remains incomplete after expiration of the contract working days specified in 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 the various contract items of work, and no additional compensation will be allowed therefore.

SECTION 8 – PAYMENT

8.01 GENERAL

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

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

Full compensation for 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.

8.02 PAYMENTS

Attention is directed to Sections 9-1.16, "Progress Payments," and 9-1.17, "Payment After Contract Acceptance," of the Caltrans Specifications, and Sections 9-1.16A, "Progress Payment - General," and 9-1.17D, "Final Payment and Claims," of the Standard Specifications. No partial payment will be made for any materials that are furnished on hand but not yet installed or incorporated in the work.

Full compensation for all labor, equipment, tools, materials, services, travel, and incidentals for doing all the work and all other items required to complete the work in conformity with the Contract Documents will be included in the prices paid for the various contract items of work, and no additional work compensation will be allowed therefore. No other compensation will be made except for the items listed in the Bid Proposal. Work for which no separate payment has been provided will be considered as a subsidiary obligation of the Contract.

Schedule of Measurement and Payment:

- 1. Mobilization, Demobilization, Bonds, Permits, and Insurance on all work: By lump sum. Includes preparatory work and operations, including but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, and other facilities necessary for work on the project; for the marshaling of equipment; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site, including obtaining the bonds, insurance policies, and permits required by the Contract Documents for this Project.
- 2. **Traffic Control**: By lump sum. Includes all the work involved in preparing traffic control plans, providing, erecting, and maintaining traffic control. Also includes materials (including signs, cones, flashing arrows, barricades, and all other items shown on the traffic handling plans), tools, equipment, incidentals (including overhead lighting, cellular phones, and radios), and all incidentals for doing all the work involved in traffic control, completed in place as specified in these Special Provisions and as directed by the City Traffic Engineer.
- 3. **Water Pollution Control**: By lump sum. Includes providing all labor, materials, tools, equipment, and incidentals and all the work involved in preparing the Best Management

Plan, applying erosion control measures in place, installing, constructing, maintaining, removing, and disposing of such temporary storm water pollution control measures, including but not limited to temporary fiber rolls, temporary construction washout facilities, temporary drainage inlet protection, and street sweeping, as specified in the Standard Specifications and these Special Provisions and as directed by the Engineer.

- 4. **Sewer Maintenance Hole Rehabilitation:** By the unit. Includes all labor, materials, tools, equipment, bypassing (if necessary), and incidentals necessary for doing all the work involved in rehabilitating existing maintenance holes per COS Standards and Specifications and applying monolithic coating as described in these Special Provisions. Rehabilitation also involves installing a 316 Stainless Steel hook or equivalent corrosion resistant hook to the interior of the specified sewer maintenance holes.
- 5. Liner or Coating Removal: By the unit. Includes any and all costs associated with the removal of existing liners and/or coating in the existing manholes. Includes all the labor, materials, tools, equipment, surface preparation, water blasting, and cost for own vactor (vacuum) truck, hauling, and property disposing of material involved in the removal of the existing liners and/or coating.
- 6. T-Lock Liner Removal: By the unit. Includes any and all costs associated with the removal of existing liners and/or coating in the existing maintenance holes. Includes all the labor, materials, tools, equipment, surface preparation, water blasting, and cost for own vactor (vacuum) truck, hauling, and proper disposal of material involved in the removal of the existing liners and/or coating.
- 7. **Concrete Collar:** By each unit. Includes all labor, materials, tools, equipment, and incidentals necessary for doing all work involved in installing concrete collar.
- 8. **Sewer Maintenance Hole Cleaning:** By the unit. Includes all labor, materials, tools, equipment, and incidentals necessary for doing all the work involved in cleaning the existing maintenance holes as described in these Special Provisions.
- 9. **Sewer Maintenance Hole Wall Mortar Repair:** By the unit. Includes all the labor, materials, tools, equipment, and incidentals necessary to rebuild the deteriorated maintenance hole vertical walls due to corrosion, if required, as described in these Special Provisions.

8.03 INCREASE OR DECREASE 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 the quantity of, decrease the quantity of, or 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, without adjustment in the unit price as bid. Sections 9-1.06B and 9-1.06C of the Caltrans Specifications are not applicable.

Any such changes will be set forth in a Contract Change Order, which will specify, in addition to 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 it is approved by the Public Works Director. Approval from the City Manager and/or City Council may be necessary depending on the cost of the change order.

8.04 MOBILIZATION

Mobilization shall conform to the provisions in Section 9-1.16D, "Mobilization," of the Caltrans Standard Specifications and these Special Provisions.

Full compensation for any costs required to comply with the provisions in this section are considered to be included in the "Mobilization" price paid for in the contract items of work, and no additional compensation will be allowed therefore.

8.05 STOP NOTICE

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

"At its option, the Department of Public Works may at any time retain from the amounts due to the Contractor sufficient amount to cover claims which are filed pursuant to Section 3179 et seq of the Code of Civil Procedures."

8.06 **QUANTITIES**

The following estimate of the quantities of work to be done and materials to be furnished are **approximate only**. They 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.

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY
1	Mobilization, Demobilization, Bonds, Permits, and Insurance on all work	LS	1
2	Traffic Control	LS	1
3	Water Pollution Control	LS	1
4	Sewer Maintenance Hole Rehabilitation	EA	25
5	Liner or Coating Removal	EA	4
6	T-Lock Liner Removal	EA	13
7	Concrete Collar	EA	1
8	Sewer Maintenance Hole Cleaning	EA	25
9	Sewer Maintenance Hole Wall Mortar Repair	VF	333

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.

DIVISION II – GENERAL CONSTRUCTION

SECTION 9 – GENERAL

9.01 ORDER OF WORK

The order of work shall conform to the Contractor's approved project schedule described in Section 7.01, "Schedule," of these Special Provisions.

Contractor's attention is directed to Section 6.01, "Public Convenience," Section 6.02, "Public Safety," and Section 10.01, "Maintaining Traffic," of these Special Provisions. Nothing in this section shall be construed as to relieve the Contractor of the responsibility to stage the work in a manner that complies with the requirements of these sections.

All permits and approvals, as may be required for this project, shall be secured or ordered immediately after award of the contract or their acquisition timing determined, such that the same is not a cause for delay. The cost of the permits shall be included in the total bid costs.

Minor deviations from these requirements may be allowed by the Engineer if, in the opinion of the Engineer, the prosecution of the contract will be better served and the work expedited. Any request by the Contractor for such deviations shall not be adopted without the Engineer's prior written approval.

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

9.02 PRE-CONSTRUCTION SURVEY

The Contractor shall perform pre-construction and post-construction surveys of all existing structures, pavements, and other above ground facilities within the project limits prior to beginning any work, noting their condition by means of dated photographs and videos.

Colored photographs shall be taken with a digital camera at locations (property sites) that are appropriate to show pre-existing conditions and after constructed conditions. Each photograph shall show the date and time the photograph was taken and be clearly labeled, showing the location, viewing direction, and any special features noted. Digital copies of photographs and videos shall be submitted to the City prior to the approval of the project.

Full compensation for the pre-construction survey shall be included in the contract price for "Mobilization," and no additional compensation will be allowed therefore.

9.03 MONUMENTS

The Contractor shall preserve and perpetuate existing monuments, property pins, chiseled crosses, etc. affected by the work included in this project in compliance with the most current edition of the Professional Land Surveyors Act (Business and Professions Code §§ 8700-8805), Section 8771.

The Contractor shall perform a survey to preserve any existing survey monuments, such as chiseled crosses, survey iron pipes, etc. that may be present on the pavement, round corners, and concrete flatwork, to be improved by this project. Monument preservation form shall be completed prior to construction and under the supervision of a licensed Land Surveyor.

The Contractor shall notify the Engineer immediately if any monument is disturbed. The Contractor shall be responsible for hiring a licensed Land Surveyor to reset any survey monument disturbed by his/her operations. A new record of survey shall be filed with the San Joaquin County Surveyor's office, and copies shall be submitted to the Engineer.

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 therefore.

SECTION 10 – TEMPORARY TRAFFIC CONTROL

10.01 MAINTAINING TRAFFIC

Attention is directed to Sections 7-1.03, "Public Convenience," and 7-1.04, "Public Safety," in Part 6 of the California MUTCD, Section 12-4, "Maintaining Traffic," of the Caltrans Specifications, and Section 9.01, "Order of Work," of these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from the responsibilities specified in these sections.

The Contractor shall furnish and maintain all barricades and flashers in good working order and provide flaggers as necessary to protect pedestrians, bicyclists, and vehicular traffic. The Contractor shall furnish and maintain all barricades, flashers, and any detour signs twenty-four (24) hours a day, including covering or removing signs during non-construction hours.

The Contractor shall provide adequate and continuous ingress and egress for all adjacent properties, except for the limited period of time it is necessary to perform work at a specific property. The Contractor shall diligently prosecute all work directly impacting businesses to completion. The Contractor shall coordinate limited closures with tenants or owners as required by these Special Provisions and as directed by the Engineer. The Contractor shall cover signal heads with traffic jackets, signs, and other traffic control devices that may conflict with any detours.

The Contractor shall submit a detailed Traffic Control Plan to the City Engineer for review and approval. The Traffic Control Plan shall be submitted no later than ten (10) working days following the Notice to Proceed date and at least three (3) working days prior to commencing any work that requires the implementation of any component of the Traffic Control Plan. The plan shall be approved by the Engineer prior to being implemented by the Contractor.

The Traffic Control Plan shall conform to the typical traffic control details included in the Caltrans Standard Plans, Part 6 of the California MUTCD, and the requirements of Section 10.02, "Traffic Control System for Lane Closure," of these Special Provisions. The Traffic Control Plan shall include but not be limited to detailed requirements for the following:

- Traffic control devices, including signs and markings
- Construction routes, phasing, and/or staging of both the roadway and sidewalk areas
- Employee, customer, and business/delivery access to adjacent property
- Emergency vehicle access
- Bus, refuse collection, and mail delivery access
- Any parking zones to be removed on a temporary basis
- Pedestrian and bicyclist access

The Traffic Control Plan shall consider the impacts of changes in traffic volumes and capacities related to the construction activities and their impact on vehicular and bicycle traffic and pedestrian operations on roadway pavements, including provisions to restore pavements damaged during construction.

Traffic Lane and Sidewalk Closures

Lanes and sidewalks may be closed only as indicated in Section 10 of these Special Provisions. Work that interferes with public traffic shall be performed only as indicated, with exceptions for work required under Section 7-1.03, "Public Convenience," and Section 7-1.04, "Public Safety," of the Standard Specifications. Traffic lane and sidewalk closures shall conform to the following requirements:

- Lane closure, maximum of one lane not less than twelve (12) feet wide in each direction of travel, shall be permitted only between the hours of 9:00 a.m. and 3:30 p.m. Any lane closures other than specified shall be approved by the Engineer.
- Standard working hours shall be 9:00 a.m. to 5:00 p.m. Any extended working hours require the approval of the Engineer.
- Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic.
- Adequate ingress and egress shall be maintained throughout the project limits for fire, police, and other emergency vehicles. The Contractor shall provide adequate ingress and egress for residences, property owners, and abutting business owners to their respective properties, except when performing work at their specific locations.
- The Contractor shall provide adequate signing, barricades, and flashers or portable flashing beacons, flaggers, and other equipment and personnel necessary to adequately control and direct traffic in a safe manner. The Contractor shall maintain all barricades, flashers, and detour signs twenty-four (24) hours a day, including covering signs during non-construction hours. The Contractor shall provide the City with the names and telephone numbers of three (3) representatives that are available at all times.
- Except as otherwise allowed by the Engineer, "long term" and temporary closures shall be removed, and the full width of the traveled way shall be open for use by public traffic when construction operations are not actively in progress during the working period or successive working periods.
- The Contractor shall provide pedestrian and wheelchair access to at least one (1) intersection corner within each block and the abutting sidewalk facilities along each block at all times. Simultaneous closure of both intersection corners to pedestrian traffic within the same block is not allowed.
- The Contractor shall maintain at least one (1) north/south crosswalk and one (1) east/west crosswalk open to pedestrian and wheelchair access, where exists, at each intersection at all times.
- Whenever Contractor's vehicles or equipment are parked within six (6) feet of a traffic lane, the area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the traffic lane at twenty-five (25) foot intervals to a point not less than twenty-five (25) feet past the last vehicle or piece of equipment. A minimum of nine (9) cones or portable delineators shall be used for the taper. A W20-1 (Road Work Ahead) sign shall be mounted on a portable sign stand with flags. The sign shall be placed where directed by the Engineer.

Temporary Pedestrian Access Routes

Attention is directed to Section 12-4.04, "Temporary Pedestrian Access Routes," of the current Caltrans Specifications and these Special Provisions.

When a pedestrian circulation path is temporarily closed by construction, alterations, maintenance operations, or other conditions, the Contractor shall submit a work plan for a temporary pedestrian access route complying with Caltrans Specification Section 12-4.04A(3), Sections 6D.01, 6D.02, and 6G.05 of the MUTCD, and State Standard plans T30, T31, T32, T33, and T34 which are to be provided. The work plan must be signed and sealed by an engineer who is registered as a civil engineer in the State of California.

Whenever possible, work should be done in a manner that does not detour pedestrians from existing pedestrian routes. Extra distance and additional pedestrian street crossings add complexity to a trip and increase exposure of risk to accidents. The alternate pedestrian routes shall be accessible and detectable and include warnings for blind or low vision pedestrians of the sidewalk closures. Proximity-actuated audible signs are a preferred means to warn blind or low vision pedestrians of the sidewalk closures.

The surface shall be skid-resistant and free of irregularities. Pedestrian walkways shall be maintained in good condition and be suitable for wheelchair use. Walkways shall be kept clear of obstructions.

The Contractor shall cause the least possible disruption to the affected properties and restore suitable pedestrian access immediately following completion of the active work in progress.

At least one (1) continuous walkway along one (1) side of the street shall be available at all times. At locations where work is actively in progress, the pedestrian walkway within a single block may be temporarily closed at one (1) end of the block along one (1) side of the street. Pedestrians shall be rerouted to the walkway on the opposite side of the street.

Minor deviations from the requirements of this section, which do not significantly change the cost of the work, 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 them in writing. All other modifications will be made by Contract Change Order.

10.02 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE

A traffic control system shall consist of closing traffic lanes in accordance with the details shown on the plans, the provisions of Section 12, "Temporary Traffic Control," of the Caltrans Specifications, the provisions of Section 12, "Temporary Traffic Control," of the Standard Specifications, and Section 10, "Temporary Traffic Control," of these Special Provisions.

The provisions in this section will not relieve the Contractor from the responsibility of providing additional devices or taking the measures that may be necessary to comply with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications and Section 6.02, "Public Safety," of these Special Provisions.

The Contractor's attention is directed to the provisions in Section 84-2.03, "Construction," of the Caltrans Specifications. During traffic striping operations and pavement marker placement operations using bituminous adhesive, traffic shall be controlled, at the option of the Contractor, with either stationary or moving type lane closures. During all other operations, traffic shall be controlled with stationary type lane closures.

If any component in the traffic control system is displaced or ceases to operate or function as specified from any cause during the progress of the work, the Contractor shall immediately repair the component to its original condition or replace the component and restore the component to its original location.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the travel way, shall be removed from the travel way and shoulder. If the Contractor so elects, the components may be stored at selected central locations approved by the Engineer within the limits of the highway right-of-way.

Each vehicle used to place, maintain, and remove components of a traffic control system shall be equipped with a Type II flashing arrow sign which shall be in operation when the vehicle is being used for placing, maintaining, or removing the components. Vehicles equipped with Type II flashing arrow signs not involved in placing, maintaining, or removing the components when operated within a stationary type lane closure shall only display the caution display mode. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion. The flashing arrow sign shown on the plans shall not be used on the vehicles that are placing, maintaining, and removing components of the traffic control system and shall be in place before a lane closure is completed, if its use is required.

The Contractor shall fully pay the cost of furnishing all flaggers, including transporting flaggers, to provide for passage of public traffic.

Attention is directed to Part 6 of the California MUTCD. Nothing in these Special Provisions shall be construed as relieving the Contractor from his responsibility as provided in Part 6 of the California MUTCD.

Full compensation for furnishing all labor (including flagging costs), materials (including signs), tools, equipment, and incidentals and all the work involved in lane closures, including placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system, as shown on the plans, as specified in the Caltrans Specifications and these Special Provisions, and as directed by the Engineer, shall be included in

the lump sum price paid for the "Traffic Control System," and no additional work compensation will be allowed therefore.

Adjustments in compensation for the "Traffic Control System" will be made only for increased or decreased traffic control required by changes ordered by the Engineer and will be made on the cost basis of the increased or decreased traffic control necessary.

10.03 TYPE K TEMPORARY RAILING

The Contractor shall install a temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle, or storage area when the following conditions exist:

- A. Excavations The near edge of the excavation is twelve (12) feet or less from the edge of the lane, except:
 - Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - 2. Excavations less than one (1) foot deep.
 - 3. Trenches less than one (1) foot wide for irrigation pipes or electrical conduits or excavations less than one (1) foot in diameter.
 - 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 - 5. Excavations inside slopes, where the slope is steeper than 1:4 (vertical: horizontal).
 - 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas material or equipment is stored within twelve (12) feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these Special Provisions.

The approach end of temporary railing, installed in conformance with the provisions in this section, "Public Safety", and in Section 7-1.04, "Public Safety", of the Caltrans Specifications, shall be offset a minimum of fifteen (15) feet from the edge of an open traffic lane. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than one (1) foot transversely to ten (10) feet longitudinally with respect to the edge of the traffic lane.

If the fifteen (15) feet minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane. An array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary Railing shall conform to the provisions in Section 12-3.20, "Type K Temporary Railing", of the Caltrans Specifications. Temporary Railing, conforming to the details shown on Caltrans Standard Plan T3A and T3B, may be used.

10.04 TEMPORARY PAVEMENT DELINEATION

Temporary pavement delineation shall be furnished, placed, maintained, and removed in conformance with the provisions in Section 12-6, "Temporary Pavement Delineation," of the Caltrans Specifications and these Special Provisions. Nothing in these Special Provisions shall be construed as reducing the minimum standards specified in the California MUTCD or as relieving the Contractor from the responsibilities specified in Section 7-1.04, "Public Safety", of the Caltrans Specifications, Standard Specifications, and these Special Provisions. Whenever the work causes obliteration of existing pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Lane line or centerline pavement delineation shall always be provided for traveled ways open to public traffic.

The Contractor shall perform the work necessary to establish the alignment of temporary pavement delineation, including required lines or marks. Surfaces to receive temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or another temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

Temporary pavement markers, including underlying adhesive and removable traffic tapes which are applied to the final layer of surfacing or existing pavement to remain in place or which conflicts with a subsequent or new traffic pattern for the area, shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

10.05 CONSTRUCTION AREA AND INFORMATIONAL SIGNS

Construction area and informational signs shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in Section 12, "Temporary Traffic Control," of the Caltrans Specifications, Standard Specifications, and these Special Provisions.

The Contractor shall install at least four (4) project informational signs: 4'W x 3'H in size with 3" minimum height letters at each approach to the construction area (one at each approach). Letters on the informational signs shall be black on white background. Location of the signs shall be determined by the City Inspector.

The Contractor shall notify 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 commencing any excavation for all the sign posts.

All excavations required to install all the signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are

no utility facilities in the area of the proposed post holes. The post hole diameter, if backfilled with Portland cement concrete, shall be at least four (4) inches greater than the longer dimension of the post cross section.

Sign substrates for stationary mounted construction informational signs may be fabricated from fiberglass reinforced plastic as specified under "Pre-qualified and Tested Signing and Delineation Materials" elsewhere in these Special Provisions.

Type IV reflective sheeting for sign panels for portable signs shall conform to the requirements specified under "Pre-qualified and Tested Signing and Delineation Materials" elsewhere in these Special Provisions.

The Contractor shall maintain accurate information on the signs. Signs that are no longer required shall be immediately covered and removed. Signs that convey inaccurate information shall be immediately replaced or the information shall be corrected. Covers shall be replaced when they no longer cover the signs properly. The Contractor shall immediately restore any sign that is displaced or overturned from any cause during the progress of work to its original position and location.

10.06 MAINTAINING EXISTING AND TEMPORARY ELECTRICAL SYSTEMS

The maintenance of existing electrical systems and communication systems shall conform to the provisions of Section 87, "Electrical Systems," of the Caltrans Specifications and these Special Provisions. Existing traffic signal systems and communication systems shall be kept in effective operation for the benefit of the traveling public during the progress of the work except when shut down is permitted. The traffic signal shutdowns shall be limited to the hours of 9:00 a.m. to 3:30 p.m. and shall be permitted only during the switch over from existing to new controller operation unless prior approval is obtained from the Engineer. The Contractor is required to obtain authorization at least three (3) working days before interrupting communication between an existing system and the traffic management center (TMC).

Temporary standards with signal equipment may be required during the construction of the new installation. The Contractor shall provide temporary equipment if deemed necessary by the Contractor or Engineer. The cost of the temporary systems shall be included in the lump sum price paid for the various contract items of work involved, and no additional compensation shall be allowed therefore.

10.07 BARRICADES AND CHANNELIZERS

Barricades shall be furnished, placed, and maintained at the locations shown on the approved Traffic Control Plan (TCP) specified in Part 6 of the California MUTCD in the Standard Specifications or in these Special Provisions or where designated by the Engineer. Barricades shall

conform to the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications and Section 10 of these Special Provisions.

Attention is directed to Section 6-1.07, "Pre-qualified and Tested Signing and Delineation Material," of these Special Provisions regarding retroreflective sheeting for barricades.

Construction area sign and marker panels conforming to the provisions in Part 6 of the California MUTCD, Section 12, "Temporary Traffic Control," of the Caltrans Specifications and Standard Specifications and Section 10 of these Special Provisions shall be installed on barricades in a manner determined by the Engineer at the locations shown on the plans and the TCP. Where provided, pedestrian barricades and channelizing devices shall comply with sections 6F.63, 6F.68 and 6F.71 of the MUTCD.

Channelizers shall conform to the provisions in Section 12, "Temporary Traffic Control," of the Caltrans Specifications, Standard Specifications, and these Special Provisions.

Channelizers shall conform to the provisions in Section 5.14, "Pre-qualified and Tested Signing and Delineation Material," of these Special Provisions.

At the time of completion of the project, certain channelizers shall be left in place as determined by the Engineer.

When no longer required for the work as determined by the Engineer, channelizers (except channelizers to be left in place) and underlying adhesive used for cementing the channelizer bases to the pavement shall be removed. Removed channelizers and adhesive shall become the property of the Contractor and shall be removed from the site of work.

10.08 PAYMENT

Full compensation for all work under Section 12," Temporary Traffic Control," shall be considered as included in the lump sum price paid for "Traffic Control System," and no additional work compensation will be allowed therefore.

SECTION 11 – WATER POLLUTION CONTROL

11.01 WATER POLLUTION CONTROL

Water pollution control shall conform to the requirements in Section 13, "Water Pollution Control," of the Caltrans Specifications, these Special Provisions, and as directed by the Engineer.

The Contractor shall develop and implement a Water Pollution Control Plan, which specifies the Best Management Practices (BMPs) that will prevent all construction pollutants from contact with storm water and with the intent of keeping all products of erosion from moving off site into receiving waters. The Contractor shall inspect and maintain all BMPs.

Full compensation for furnishing, installing, maintaining, and removing all components of the required water pollution control devices, as specified in the plans and these Special Provisions and as directed by the Engineer, shall be included in the contract prices for "Water Pollution Control", and no additional compensation will be allowed therefore.

SECTION 12 – ENVIRONMENTAL STEWARDSHIP

12.01 HAZARDOUS WASTE AND CONTAINMENT

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right-of-way delay, and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays," of the Caltrans Specifications.

12.02 DUST CONTROL

Dust control shall conform to any requirements set forth in the San Joaquin Valley Air Pollution Control District Construction Notification Form, the provisions in Section 14-9.03, "Dust Control," of the Caltrans Specifications, and these Special Provisions. Section 14-9.03A of the Caltrans Specifications shall be amended to include the following:

"Use of water except for recycled, reclaimed, or other non-potable water for the purpose of dust control or other construction uses unless for health or safety purposes is prohibited. All dust control operations shall be performed by the Contractor at the time, location and in the amount ordered by the Engineer. The application of either water or dust palliative shall be under the control of the Engineer at all times."

Watering shall conform to the provisions of Section 17, "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 therefore.

12.03 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 Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the contract.

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 therefore.

DIVISION III – MAINTENANCE HOLE REHABILITATION

SECTION 13 – MAINTENANCE HOLE REHABILITATION

This specification includes all work, materials, and equipment required for the structural maintenance hole rehabilitation. The purpose is to eliminate infiltration, repair voids, restore structural integrity, and provide corrosion protection by applying spray-applied monolithic coating to the wall surfaces of brick/concrete structures produced with any other masonry construction material. These structures include but are not limited to maintenance holes, vaults, and junction boxes. It is the Contractor's responsibility to stop all leaks in accordance with the lining of the maintenance hole interiors.

13.01 QUALITY ASSURANCE

The following requirements must be met:

- 1. Follow National Standards and as specified herein.
- 2. Contractor's personnel involved in the handling and installation of products and materials must be certified by the manufacturer that they have successfully completed training in handling, applying, and finishing of materials used.
- 3. The Contractor and the product applicators must have a minimum of three (3) years' experience using the proposed product in at least 50 maintenance holes. All Contractors' employees, subcontractors, and/or product applicators performing the work on the maintenance hole rehabilitation must be certified by the maintenance hole rehabilitation system supplier as qualified to perform the work with the proposed product.
- 4. The Contractor must have successfully completed at least two (2) jobs, similar in scope, to the requirements of maintenance hole rehabilitation as set forth in these bid documents. This shall be submitted with bid forms.

13.02 SUBMITTALS

Contractor shall submit the following:

- 1. Documentation certifying that Contractor's employees, subcontractors, and/or product applicators performing the work on the maintenance hole have a minimum of three (3) years' experience using the proposed product.
- 2. Shop drawings, product data, including physical properties, surface preparation, application instructions, and curing instructions.
- 3. Safety Plan.
- 4. Manufacturer's recommendations for handling, storage, application, repair, and testing.
- 5. Product manufacturer information, including contact information.
- 6. MSDS Sheets.
- 7. Set-up and curing requirements.
- 8. Clean-up requirements.

- 9. Manufacturer's test reports of in-place testing performed by an independent testing agency, including but not limited to the County Sanitation Districts of Los Angeles County.
- 10. Certification by the manufacturer that the applicator is trained and approved in the application of the specified products.
- 11. The Contractor shall provide for adequate flow control, including but not limited to required pumping and bypassing.
- 12. Copies of confined space entry permits.

13.03 DELIVERY, STORAGE, AND HANDLING

- 1. Transport, handle, and store material as recommended by manufacturer.
- 2. Keep containers sealed until ready for use.
- 3. Deliver, store, and handle other materials as required to prevent damage.

13.04 ENVIRONMENTAL CONDITIONS

Do not apply materials under the following conditions:

- 1. Temperatures exceeding the manufacturer's recommended maximum or minimum allowable.
- 2. Dusty or smoke-laden atmosphere.
- 3. Overflowing water.

13.05 **SAFETY**

- 1. Extra attention must be given to safety equipment and procedures on the job site.
- 2. Prior to entering access area, an evaluation of the atmosphere must be undertaken to determine the presence of toxic or flammable vapors or lack of oxygen in accordance with local, state, and federal safety regulations. Safety shall be in strict accordance with all applicable OSHA standards.
- 3. All personal protective equipment must be worn at all times by all personnel (i.e. OSHA approved gloves, safety glasses, hard hats, masks, face shields, hearing protection, safety vests). All personnel must be trained in confined space entry, gas detectors, harnesses (currently calibrated), and man winch retrieval with back-up fall arrest protection.
- 4. Confined space entry permits must be filled out prior to any entrance.
- 5. Proper traffic control, including OSHA approved arrow boards, cones, flags, high flyers, and trained flaggers.
- 6. Non-employees of the contractor will not be allowed at job site.
- 7. The Contractor will have their own hydro-vacuum truck to remove all debris and spoils. The City shall not supply any equipment, materials, or labor for the execution of the work or intent of the project. However, the Contractor will be allowed to dispose of debris and spoils at the City of Stockton Regional Wastewater Control Facility located at 2500 Navy Drive, Stockton, CA. Liner and/or coating materials will not be allowed to be disposed of at the City of Stockton Facility. Please coordinate with City Inspector.

- 8. At all times, including non-working hours, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of persons and property and for all necessary independent engineering reviews of the conditions. The engineer's job site review is not intended to include review of the adequacy of the contractor's safety measures.
- 9. The Contractor shall be responsible for any damage or injuries resulting from their operations and/or materials and equipment stored in the staging areas. The City is not responsible for securing the Contractor's equipment and work sites.
- 10. Open trenches (if any) shall be covered with steel plates during non-working hours.

13.06 PRODUCTS

1. General: The work consists of spraying an epoxy-mortar coating based material on all maintenance holes including bench, resulting in a monolithic coating as determined by the manufacturer for the specific depth and water table. The applicator, approved and trained, shall furnish all labor, equipment, and materials for installing the lining over pre-cast concrete, concrete block, and brick maintenance holes using approved equipment. The installation shall be in accordance with the following Contract Specifications along with the manufacturer's recommendations.

2. Materials:

- A. A proprietary epoxy-mortar based material specifically designed for maintenance hole applications. The following materials have been approved by the City and/or have successfully passed the Sanitation District of Los Angeles County testing (Redner Test): Raven 405 (Raven Lining Systems); Mainstay DS-4 (Madewell Products Corporation); Hydro-Pox 204 (Con-Tech of California Inc.); SprayWall (SprayRoq, Inc.); SewerGard 210 (Sauereisen); NPR-5305 (NeoPoxy LLC) or approved equal. The product shall be corrosion resistant to the ingredients of the sanitary sewer environment and shall be designed to bond to wet surfaces.
- B. Any water used shall be clean and potable.
- C. No material shall be used with or added to mixture without prior approval by the City and/or manufacturer.
- 3. Properties: If products have not been approved by the City, the following requirements apply:
 - A. Product shall have documented useful life extension of at least 50 years.
 - B. Coating Thickness: 125 mils for the maintenance hole applications.
 - C. Structural Design: A minimum application of 500 mils of mortar.
 - D. 100% solids with 0% volatile organic compounds
 - E. 6,000 psi minimum compressive strength
 - F. 6,000 psi minimum tensile strength
 - G. 1.5% minimum elongation

- H. 4,000 psi minimum flexural strength
- I. 80 minimum hardness

4. Examination:

- A. Examine surfaces to receive restoration. This includes examining wall thickness of existing maintenance hole walls. The Contractor is to select three (3) locations within the maintenance hole to scrape or remove all latent material to reveal solid substate. Notify the City inspector if surfaces are not acceptable. Do not begin surface preparation, mortar application, liner spray or application until approval is granted by the City.
- B. Provide the City Inspector with a minimum of three (3) days advance notice of completion of surface preparation and start of application.
- C. Before application of each material, surfaces to be coated will be inspected by the City Inspector. Structural defects or voids must be corrected before application of subsequent material.
- D. Inspection or the waiver of inspection by the City Inspector of any portion of the work shall not relieve the Contractor of responsibility to perform the work as specified.

5. Surface Preparation:

- A. Surfaces shall be prepared in accordance with the manufacturer's recommendation and/or instructions.
- B. All foreign materials shall be removed from the maintenance hole walls using highpressure water blasting (minimum 3,500 psi) and/or hand or power tools as required to remove all unsound concrete, contaminants, dirt, debris, and/or deteriorated reinforcing steel. All non-leaking voids shall be filled with cement-based material containing hydraulic cement or in accordance with the manufacturer's recommendation.
- C. Surfaces shall be cleaned to achieve a high degree of cleaning and preparation to achieve a durable bond of sufficient strength and meet an ASTM D-4259 Standard.
- D. Active leaks shall be stopped using products specifically for that purpose and according to the manufacturer's recommendation.
- E. Excessively leaking maintenance holes shall be drilled through the maintenance hole wall and injected with grout sealant only after the event that the normal leak stoppage methods are not effective and that it is approved by the owner or manufacturer's recommendation. If leaking cannot be stopped, the Contractor shall notify the City.
- F. All loose material shall be removed following the completion of preparation work.
- G. Maintenance hole inverts shall be protected during rehabilitation application. The Contractor is to properly seal pipes penetrating vertical walls.

6. Maintenance Hole Existing Condition:

- A. If the Contractor encounters a maintenance hole that has deteriorated beyond rehabilitation, the Contractor shall notify the City prior to doing any work.
- B. If the maintenance hole is too far deteriorated, they may be replaced based on a negotiated unit price.

7. Maintenance Hole Walls:

A. If the examination of maintenance hole wall thickness deterioration is determined to be greater than 1/4" but less than 1", the Contractor shall use an approved high strength mortar to build up the interior concrete surface to a max 1" thickness. If more than 1" is required, Contractor shall notify the City prior to doing any work. High strength, fast setting and corrosion resistant repair concrete/mortar shall be used. The finished surface profile shall be made as such so an optimum bond with protective lining/coating is achieved.

8. Spraying:

- A. Coating shall be limited within the vertical walls of the maintenance hole from the top of the bench to the frame seal (does not include box structures or horizontal bench). Report any submerged vertical walls to the City. If the application of coating system to a vertical wall of a maintenance hole is unattainable, the unit price of the specific maintenance hole shall be adjusted, and payment shall be decreased to reflect only the area coated.
- B. The surface prior to spraying shall be saturated thoroughly with clean water. Material shall be spray applied to a minimum uniform thickness of not less than 125 mils.
- C. The application of the product shall provide a monolithic coating of the minimum thickness. The coating shall be applied to the wall and shall all be equal in thickness.
- D. Follow manufacturer's instructions and recommendation for minimum application during hot and cold weather temperatures.
- E. Follow product and manufacturer's recommendation for cure time.

9. Maintenance Hole Frame Seal:

- A. The contact surfaces shall be clean, reasonably smooth and circular, and free of excessive voids and/or corrosion.
- B. Remove all loose rust and any restoration mortar or epoxy corrosion barrier coating overspray on the maintenance hole frame. Surfaces shall be clean and dry before the application of the maintenance hole frame seal material.
- C. Apply a seal between the frame and cover, and chimney of the maintenance hole.
- D. The seal shall be designed to prevent leakage of water into the maintenance hole. The seal shall remain flexible, allowing repeated vertical movements of the frame due to frost lift, ground movement, heavy traffic loadings, and other causes.
- E. An applied seal is one that is achieved by applying a product, approved by the Engineer, either between the precast adjusting rings of the chimney and under the

frame or to either the inside or outside surface of the chimney and frame to provide a seal.

F. The sealing material shall extend far enough onto the frame to insure bonding and cover enough of the chimney to insure sealing.

10. Field Testing:

- A. Inspect the coated surfaces for cracks, voids, holes, uncured spots, dry spots, delamination, and any defect which might affect the testing performance.
- B. The City will only be responsible for the cost associated with the first test. If the test fails, the Contractor will be responsible for re-test. If the test fails, the Contractor will replace the defects at their own expense.
- C. Test the entire coated surface for holidays at 125 volts/mil but may be adjusted as necessary to detect the induced holiday. All detected holidays shall be marked and repaired by abrading the coating surface with grit disk paper or other hand tooling method or per manufacturer's recommendation. After cleaning, additional protective coating material can be hand applied to the repair area or per manufacturer's recommendation.

11. Acceptance:

- A. Contractor will keep record copy (documentation) of maintenance holes being rehabilitated, depths, and wall thickness condition.
- B. Documentation of the observed defects during the inspection shall be documented with the use of a digital camera and in writing.

13.07 BYPASS PUMPING

Work includes furnishing, installing, maintaining, and operating pumps, plugs, temporary conduits, and other equipment or materials which require diverting or controlling existing flows.

- 1. All flow control or diversion systems shall be submitted to the City for review and approval.
- 2. All flow control or diversion system shall be sized with sufficient capacity to accommodate the maximum dry weather flow and to provide additional capacity for unexpected events or rainstorms.
- 3. The Contractor shall be responsible for the bypass pumping plan to be submitted to the City no less ten days in advance of bypass pumping and shall be approved by the City prior to bypass pumping. The Contractor, when and where required, shall provide diversion for the project. The pumps and bypass lines shall be of adequate capacity and size to handle all full flows.
- 4. The sewage bypass pumping and/or diversion plan shall include an emergency response plan to be followed in the event of a failure of the bypass pumping and/or diversion system. The Contractor shall notify the City twenty-four (24) hours prior to commencing the bypass pumping operation.
- 5. Pumping shall be done by the Contractor in such a manner as will not damage public or private property or create a nuisance or health menace. The pumped sewage shall be in an enclosed hose or pipe and shall be reinserted into the sanitary sewer system. Sewage shall not be allowed to free flow in gutters, streets, or over sidewalks, etc., nor shall any sewage be allowed to flow into the storm inlets or conduits. After all work has been completed, flow shall be restored to normal.

- 6. Plugging of any sewer line without bypassing shall not be permitted.
- 7. Contractor shall plan and execute bypass pumping such that no sewer services are interrupted or affected in any way. No interruption or loss of sewer service is acceptable.
- 8. If sewage backup occurs and enters buildings, properties, etc., the Contractor shall be responsible for clean-up, repair, property damage cost, and claims. Immediately stop the overflow and take action to clean up and disinfect spillage. Notify the Engineer.

Full compensation for any costs required to comply with the provisions in this section shall be considered to be included in the various price paid for on the contract items of work as shown in Section 9-1.02, "Payments," of these Special Provisions, and no additional compensation will be allowed therefore.

SECTION 14 – MAINTENANCE HOLE LIST

Item No.	Maintenance Hole No.	Location	Approximate Depth of Maintenance Hole (feet)	Existing Liner (Y/N)	Pipeline ¹ Diameter (in)
1	21G033	2123 Cedar Way	12	N	16
2	31H082 ²	2123 Fontana Ave	25	Y (T-Lock)	42
3	31H085	2123 Fontana Ave	20	N	8
4	31L070	303 W Magnolia St	5	N	6
5	31M002	120 W Harding Way	2	N	6
6	31M006	1441 N Commerce St	10	N	6
7	32N090	408 N California St	6	Υ	6
8	35K025	746 Wilkie Ave	16	Υ	27
9	35P057	1331 W Wilson Way	12	N	16
10	39L063	2738 Indiana St	10	Y (T-Lock)	72
11	39L067	2742 Hawaii Ave	10	Y (T-Lock)	72
12	39L071	939 Houston Ave	10	Y (T-Lock)	72
13	39L072	917 Houston Ave	10	Y (T-Lock)	72
14	39L073	819 Houston Ave	10	Y (T-Lock)	72
15	39L075	2734 Houston Ave	10	Y (T-Lock)	72
16	39M050	2950 Turnpike Road	20	Y (T-Lock)	8
17	39M053 ²	2950 Turnpike Road	20	Y (T-Lock)	48
18	39M058	2915 S Lincoln Ave	20	Y (T-Lock)	48
19	39M059	2924 Turnpike Road	20	Y (T-Lock)	48
20	39M060	2915 S Lincoln Ave	20	Y (T-Lock)	48
21	39N049	2915 S Lincoln Ave	8	N	48
22	41P045	3927 S El Dorado St	15	N	10
23	41P074	3927 S El Dorado St	15	Υ	10
24	44U023 ³	8086 CA-99, Stockton, CA	15	Υ	20

¹ Pipe diameter is largest pipe size.

² Install 316 Stainless Steel Hook or equivalent corrosion resistant hook to interior of the maintenance hole.

³ Install Concrete Collar (Refer to S-9 & S-10 from the City of Stockton Standards)