



PUBLIC WORKS DEPARTMENT

SPECIAL PROVISIONS FOR

CONSTRUCTION OF

**ADA Curb Ramp Installation  
Project No. WD22004C**

**Mandatory Job Walk: N/A  
Bid Opens: June 9, 2022, 2 p.m.**

CONTRACTOR MUST HAVE A CLASS A or C-8  
LICENSE

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## TO BIDDERS

Bids open: June 9, 2022

General work description:

The Public Works Department will receive sealed bids for the ADA Curb Ramp Installation, City of Stockton Project No. WD22004C.

The Contractor must have either a class A or C-8 license.

Bids must be on a unit price basis.

Complete all work within fifty (50) contract working days.

Liquidated damages are \$1,400 per calendar day.

The estimated cost of the project is below \$450,000.

The City of Stockton will receive bids until 2:00 pm on the bid open date at the Office of the City Clerk, 425 N. El Dorado Street, Stockton, CA 95202. Bids received after this time will not be accepted. City of Stockton staff will direct the bidders to the bid opening.

The City of Stockton will open and publicly read the bids at the above location immediately after the specified closing time.

Questions about the alleged patent ambiguity of the plans, specifications, or estimates must be asked before bid opening. After bid opening, the City of Stockton does not consider these questions bid protests.

Submit your bid with bidder's security equal to at least 10 percent of the bid.

Prevailing wages are required on this contract. The Director of the California Department of Industrial Relations (DIR) determines the general prevailing wage rates. Obtain the wage rates on the DIR website, <https://www.dir.ca.gov>, or from the Department's Labor Compliance Office of the district in which the work is located.

## **SPECIAL NOTES**

1. Refer to Section 3, "Award and Execution of Contract," of these Special Provisions for the time allotted for the successful bidder to sign and return the contract document to the City.
2. Any addendum and bid inquiries will be posted on the City website. An email notification will be issued to all registered plan-holders. Please make sure that you are registered as a plan-holder as soon as possible.
3. Official bid documents including plans and specifications are available online at: <http://www.stocktonca.gov/services/business/bidflash/bidSearch.html>

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

**SEE FOLLOWING PAGE**

# DIVISION I – GENERAL PROVISIONS

## **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. Addenda to Contract Agreement
3. Contract Agreement
4. Permits
5. Notice Inviting Bids and Instructions to Bidders
6. Addendums and Letters of Clarification
7. Special Provisions
8. Project Drawings
9. City of Stockton Standard Specifications
10. City of Stockton Standard Drawings
11. Caltrans Standard Plans

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

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

With regard 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 carefully examine 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 revision 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.
Working Day -	Defined as any eight (8) hour day, except as follows: Saturdays, Sundays, City-observed holidays, and other days the City is closed as shown on the City of Stockton Working Calendar, days on which the Contractor is prevented by inclement weather or conditions resulting immediately there from adverse to the current controlling operation or operations, as determined by the Engineer, from proceeding with at least 75 percent of the normal labor and equipment force engaged on that operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations.

## **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.stockton.gov/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](mailto: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 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: Adriana Garibay  
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, 2<sup>nd</sup> 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 sent 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.

## **SECTION 4 BEGINNING OF WORK, 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 proficient 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 Time of Completion**

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

The contract for the performance of the work and the furnishing of materials shall commence within ten (10) calendar 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 said commencement.

The Contractor shall diligently prosecute the contract work to completion within fifty (50) working days. The days to finish the punch list, provided by the City, are included in the working days.

Should the Contractor choose to work on a Saturday, Sunday, City Holidays or on a 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. Should such work be undertaken at the request of the City, reimbursement will not be required.

The areas designated shall be repaired with the least amount of damage to the adjacent property. At no time shall a work area be left open and incomplete over a weekend.

**4-1.03 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 **\$1,400** (One Thousand Four Hundred Dollars) per day for each and every calendar day that the work remains incomplete after expiration of the contract working days specified in these Special Provisions. Liquidated damages assessment applies to base bid and alternate bid, if awarded.

In addition, the Contractor shall pay the following sums for the associated liquidated damages:

Failure to provide and/or non-compliance to or violation of accepted construction scheduling and/or phasing, per Section 5-1.08 and 5-1.12	\$250.00	per each calendar day
Failure to provide and/or non-compliance with accepted Traffic Control Plans per Section 5-1.08	\$250.00	per each calendar day
Failure to provide adequate Project Site Maintenance 24/7, per Sections 5-1.08, and 5-1.17	\$250.00	per each calendar day
Failure to provide appropriate driveway access and pedestrian access, per Section 5-1.09, and 5-1.10	\$250.00	per each half-hour delay
Failure to follow proper procedure for storage of equipment and/or materials in public streets, per Section 5-1.26	\$250.00	per each calendar day/incident
Failure to provide adequate advance notice to RTD, Fire Comm, Police and Schools for sidewalks and lane closures	\$500.00	per each day/incident

**4-1.04 CITY OF STOCKTON HOLIDAY SCHEDULE FOR 2022**

Thursday, December 30, 2021.....	New Year's Day Observance
Monday, January 17, 2022.....	Martin Luther King, Jr.'s Birthday
Monday, February 14, 2022.....	Lincoln's Birthday Observance
Monday, February 21, 2022.....	Washington's Birthday
Monday, May 30, 2022.....	Memorial Day
Monday, July 04, 2022.....	Independence Day Observance
Monday, September 05, 2022.....	Labor Day
Monday, October 10, 2022.....	Columbus Day
Friday, November 11, 2022.....	Veteran's Day Observance
Thursday and Friday, November 24 and 25, 2022.....	Thanksgiving Holidays
Monday, December 26, 2022.....	Christmas Day Observance

Similar holidays are scheduled in 2023.

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

## **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 material 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, efficient 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 required while completing the project.

### **5-1.02 Location**

See attached list of locations, which include length, width, area, estimated quantities, utilities, and other details.

### **5-1.03 Partial Payment**

The five percent (5%) retention withheld of all construction payments will remain with the City until thirty-five (35) calendar days after the date the Notice of Completion is recorded.

### **5-1.04 Guaranty/Warranty**

The work furnished under these specifications shall be guaranteed for a period of one (1) year from date of acceptance by the Engineer against defective materials, equipment, and workmanship. Upon receipt of notice from the City of failure of any part of the materials, equipment, or workmanship during the guaranty period, the affected part or parts shall be replaced with new material and/or equipment, and at the expense of the Contractor within two weeks of the Engineer's notification date.

### **5-1.05 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.

#### **5-1.06 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.

#### **5-1.07 Environmental Protection**

The Contractor shall be responsible for all applicable permits, licenses and fees required for the construction and completion of the project.

Any Contractor or person engaged in activities that will or may result in pollutants entering the City storm drainage system shall undertake all practicable measures to reduce the introduction of such pollutants. The Contractor shall be fully responsible for removing the materials out of the storm system irrespective of its condition before the construction work.

The Contractor shall follow Caltrans' best management practices regarding environmental protection and comply with all City regulations, ordinances, and City Storm Water Quality Control Criteria Plan. It is available for download at:

<http://www.stocktongov.com/government/departments/municipalUtilities/utilStorm.html>

The Contractor shall winterize the project and apply the proper protected measures at all existing drain inlets within the project boundary and maintain them through the winter season.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in environmental protection shall be included in the various bid items and no additional compensation will be made, therefore.

#### **5-1.08 Maintaining Public Convenience and Safety**

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and 12, "Temporary Traffic Control," of the Caltrans Standard Specifications and these Special Provisions. Adequate ingress and egress shall be maintained through the site for residents, police, fire, and other emergency vehicles. The Contractor shall provide the City with an Emergency Contacts List which includes the name and telephone number (business, home, and mobile) of three (3) representatives available at all times for the duration of the contract.

All traffic plans shall conform to the applicable provisions of the latest and amended "California Manual on Uniform Traffic Control Devices." The Contractor shall submit a construction area traffic control/detour plan for approval by the Engineer before the commencement of any work. The traffic control/detour plan shall show the placement of signs, barricades, delineators, and other traffic control devices required by the Contractor's operation. Traffic Control plans shall be designed and stamped by a licensed Traffic or Civil Engineer and submitted to the Engineer for review and approval.

The Contractor shall furnish, install, and maintain in good working order all cones, delineators, barricades, arrow boards, direction signs, and flashers until project completion. All safety devices, their maintenance, and use shall conform to the latest requirements of OSHA. It shall be the complete responsibility of the Contractor to protect persons from injury and to avoid property damage. Whenever required, flaggers shall be provided to control traffic. The Contractor shall provide for the proper routing of vehicles and pedestrian traffic 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 Engineer. As the work progresses, the Contractor shall relocate such devices and facilities as necessary to maintain proper routing. Unless otherwise specified, upon conclusion of the need therefore, all temporary traffic routing devices and facilities shall be removed from the site of the work by the Contractor within 48 hours of completion of construction at that site.

The Contractor is allowed only one (1) lane-closure in each direction during the daytime. Each traffic lane shall not be less than twelve (12) feet wide, unless approved by the Engineer in writing. For streets with only one lane in each direction, Contractor shall provide flaggers as necessary to protect pedestrians, bicyclists, and vehicular traffic. Any deviations from the approved traffic control plan, however minute, must be notified to and approved by the Engineer.

Normal working hours and lane closures for all items of work are allowed only during **8:30 AM to 4:30 PM**. The Engineer may restrict or alter the hours of work on a particular street due to traffic or other considerations.

The placement of hot-mix asphalt (for the trench next to gutter pan), regardless of working hours, shall be allowed only when the ambient temperature is above fifty (50) degrees Fahrenheit and rising, and no rain is in the forecast for the next 24 hours. The Engineer's approval is required in any condition.

The Contractor shall remove traffic signs and poles when necessary to complete the work as specified. Care shall be exercised to prevent any damage to these items. These signs shall be delivered to the City Corporation Yard at 1465 South Lincoln Street. The Contractor shall provide and maintain temporary stop signs at all locations where permanent stop signs need to be removed. Upon the completion of construction, the City will install removed traffic signs. Contractor shall not remove any temporary traffic control devices (including signs) until permanent traffic control devices are installed by the City.

The unit bid price for various bid items, whether used partially, completely or not, includes full compensation for furnishing all labor, materials, tools, equipment, incidentals, overhead and mark-up, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of traffic control as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

Full compensation for furnishing, placing, maintaining, and removing temporary traffic striping shall be considered as included in the price paid for "Mobilization" and "Traffic Control" and no separate payment will be made.

Nothing in these Special Provisions shall be construed as relieving the Contractor from their responsibility as provided in this section.

5-1.09

**Preservation and Perpetuation of Existing Survey Monuments**

Action by:	Action:
<i>Contractor's Land Surveyor</i>	<ol style="list-style-type: none"> <li>1. Identifies existing survey monuments.</li> <li>2. Lists all existing survey monuments.</li> <li>3. Ties out/performs construction staking of survey monuments.</li> <li>4. Indicates survey monuments on construction plans.</li> <li>5. Files all pre-construction Corner Records or Records of Survey with San Joaquin County. The Corner Records or Records of Survey will show monuments within the area of construction reasonably subject to removal or disturbance not shown on a recent record document (i.e. filed survey map or corner record document completed with acceptable modern survey methods that includes survey ties from monuments within the construction area to monuments outside of the construction area).</li> <li>6. Submits copies of pre-construction Corner Records or Records of Survey filed with San Joaquin County to City Engineer/Project Manager.</li> </ol>
<i>Contractor</i>	<ol style="list-style-type: none"> <li>7. Preserves/perpetuates all survey monumentation during construction, including, but not limited to, those listed.</li> <li>8. Restores survey monuments disturbed by construction.</li> </ol>
<i>Contractor's Land Surveyor</i>	<ol style="list-style-type: none"> <li>9. Files all post-construction Corner Records and Records of Survey with San Joaquin County for all monuments disturbed during construction.</li> <li>10. Submits copies of Corner Records or Records of Survey filed with San Joaquin County Recorder's Office to the City Engineer/Project Manager.</li> </ol>

Monuments set shall be sufficient in number and durability and efficiently placed so as not to be readily disturbed, to assure, together with monuments already existing, the perpetuation or facile reestablishment of any point or line of the survey.

When monuments exist that control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control, the monuments shall be located and referenced by or under the direction of the licensed land surveyor or registered civil engineer prior to the time when any streets, highways, other rights-of-way, or easements are improved, constructed, reconstructed, maintained, resurfaced, or relocated, and a corner record or record of survey of the references shall be filed with the county surveyor. They shall be reset in the surface of the new construction, a suitable monument box placed thereon, or permanent witness monuments set to perpetuate their location if any monument could be destroyed, damaged, covered, or otherwise obliterated, and a corner record or record of survey filed with the county surveyor prior to the recording of a certificate of completion for the project. Sufficient controlling monuments shall be retained or replaced in their original positions to enable property, right-of-way and easement lines, property corners, and subdivision and tract boundaries to be reestablished without devious surveys necessarily originating on monuments differing from those that currently control the area. It shall be the responsibility of the governmental agency or others performing construction work to provide for the monumentation required by this section. It shall be the duty of every land surveyor or civil engineer to cooperate with the governmental agency in matters of maps, filed notes, and other pertinent records. Monuments set to mark the limiting lines of highways, roads, streets or right-of-way or easement lines shall not be deemed adequate for this purpose unless specifically noted on the corner record or record of survey of the improvement works with direct ties in bearing or azimuth and distance between these and other monuments of record.

The decision to file either the required corner record or record of survey pursuant to subdivision shall be at the election of the licensed land surveyor or registered civil engineer submitting the document.

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

#### **5-1.10 Maintaining Driveway Access**

Driveways shall remain open at all times. Egress and ingress to all residents or businesses shall be maintained at all times. Working periods shall be interpreted as the time that work is actively in progress at the driveway location. At least one principal ingress/egress driveway to the residence or business must be maintained at all other times. Where there are two (2) or more driveways available, the principal driveway shall be designated at the sole discretion of the Engineer or property owner/tenant.

At locations with less than two (2) ingress/egress driveways, the Contractor shall maintain ingress and egress at all times and phase new improvements at driveway locations to the satisfaction of the Engineer. At the discretion of the Contractor, and without additional cost to the City, rapid-set concrete may be used at driveway locations.

The Contractor shall provide at least five (5) working days advance written notice to the Engineer and property owner/tenant prior to any work requiring the temporary closure of any driveway. The Contractor shall conduct operations to cause the least possible disruption to the property owner/tenant and damage to property. On completion of the construction work shift, unpaved driveway approaches shall be graded with aggregate base and rolled smooth in order to accommodate vehicular traffic, as directed by the Engineer.

All costs incurred by this provision shall be included in the various bid items and no additional compensation will be made.

#### **5-1.11 Maintaining Pedestrian Access**

When a pedestrian circulation path is temporarily closed by construction, alterations, maintenance operations or other conditions, an alternate pedestrian access route complying with sections 6D.01, 6D.02, and 6G.05 of the MUTCD shall be provided.

Whenever possible work should be done in a manner that does not create a need to detour pedestrians from existing pedestrian routes. Extra distance and additional pedestrian street crossings add complexity to a trip and increase the risk of accidents. Alternate pedestrian routes shall be accessible and detectable, including warning pedestrians who are blind or have low vision about sidewalk closures. Proximity-actuated audible signs are a preferred means to warn pedestrians who are blind or have low vision about sidewalk closures.

Means of passage of pedestrian traffic around and through the work area shall be provided at all times. Pedestrian walkways shall be surfaced with asphalt concrete, Portland cement concrete, or timber. The surface shall be skid-resistant and free of irregularities. Pedestrian walkways shall be maintained in good condition, and shall be suitable for wheelchair use. Walkways shall be kept clear of obstructions.

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 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.

The Contractor shall provide for 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.

The Contractor shall install temporary ramps as directed by the Engineer. Temporary ramps shall be

constructed from plywood, asphalt concrete or timber. Contractor shall provide ADA access to all existing pedestrian push buttons at signalized intersections.

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. 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.

Full compensation for maintaining pedestrian access shall be included in the contract price for "Traffic Control," and no additional compensation will be allowed.

#### **5-1.12 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:

- Encroachment Permit. Contractor shall obtain a City of Stockton encroachment permit and pay all required fees from all affected owners of right-of-way. Permit and fees must be obtained from the City Permit Center (209-937-8366) before the start of construction.
- Contractor's License. Contractor shall possess a valid California Class A or C-8 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 prior to the execution of the contract and maintain it throughout the duration of the contract.
- Construction Notification (Dust Control). The Contractor is responsible for the preparation and submittal of the San Joaquin Valley Air Pollution Control District Construction Notification Form. The form and more information can be found on the following web site: <http://www.valleyair.org>.
- 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. A water meter is required for the use of City water for construction. A similar permit and water meter and its fees are required from California Water Service, if the water is taken from the fire hydrant located in their service area. The Contractor is responsible for obtaining a permit for water from California Water Service, as applicable, for construction water obtained from a City hydrant. This permit shall be approved by the City of Stockton Fire Department and Contractor is required to pay all fees for said permit.

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.

#### **5-1.13 Schedule**

Comply with Section 8-1.02, "Schedule," of the Caltrans Specifications, except the Contractor must:

1. Use computer software to prepare the schedule.
2. Furnish compatible software for the Engineer's exclusive possession and use.



The Contractor is responsible for assuring that all activity sequences are logical and that each schedule shows a coordinated plan for complete performance of the work.

## **Submittals**

**contract completion date:** The current extended date for completion of the contract shown on the weekly statement of working days furnished by the Engineer as specified in Section 8-1.05, "Time," of the Caltrans Specifications.

**data date:** The day after the date through which a schedule is current. Everything occurring earlier than the data date is "as-built" and everything on or after the data date is "planned."

**float:** The difference between the earliest and latest allowable start or finish times for an activity.

**milestone:** An event activity that has zero duration and is typically used to represent the beginning or end of a certain stage of the project.

**near critical path:** A chain of activities with total float exceeding that of the critical path but having no more than 10 working days of total float.

**time-scaled network diagram:** A graphic depiction of a Critical Path Method (CPM) schedule comprised of activity bars with relationships for each activity represented by arrows. The tail of each arrow connects to the activity bar for the predecessor and points to the successor.

**total float:** The amount of time that an activity or chain of activities can be delayed before extending the scheduled completion date.

## **General Requirements**

Submit to the Engineer baseline, monthly updated, and final updated schedules, each consistent in all respects with the time and order of work requirements of the contract. Perform work in the sequence indicated on the current accepted schedule.

Each schedule must show:

1. Calculations using critical path method to determine controlling activities.
2. Duration activities less than 20 working days.
3. Each required constraint. Constraints other than those required by the special provisions may be included only if authorized.

The Engineer's review and acceptance of schedules does not waive any contract requirements and does not relieve the Contractor of any obligation or responsibility for submitting complete and accurate information. Correct rejected schedules and resubmit them within 7 days of notification by the Engineer, at which time a new review period of 7 days will begin.

Errors or omissions on schedules do not relieve the Contractor from finishing all work within the time limit specified for completion of the contract. If, after a schedule has been accepted by the Engineer, either you or the Engineer discovers that any aspect of the schedule has an error or omission, the Contractor must correct it on the next updated schedule.

## **Baseline Schedule**

Submit to the Engineer a baseline schedule within 20 days of approval of the contract. Allow 20 days for the Engineer's review after the baseline schedule and all support data are submitted. Starting the week the baseline schedule is initially submitted, meet with the Engineer weekly to discuss and resolve schedule issues until the baseline schedule is accepted. The baseline schedule must include the entire scope of work and must show how the Contractor plans to complete all work contemplated. Multiple critical paths and near-critical paths must be kept to a minimum. A total of not more than 50 percent of the baseline schedule activities must be critical or near critical, unless otherwise authorized by the Engineer. The

baseline schedule must not extend beyond the number of working days originally provided in these special provisions.

### **Updated Schedule**

Submit an updated schedule and meet with the Engineer to review contract progress on or before the 1st day of each month, beginning one month after the baseline schedule is accepted. Allow 15 days for the Engineer's review after the updated schedule and all support data are submitted, except that the review period will not start until any previous month's required schedule is accepted. Updated schedules that are not accepted or rejected within the review period are considered accepted by the Engineer. The updated schedule must show:

1. Data date of the 21st day of the month or other date established by the Engineer.
2. Changes from approved revised schedules.

### **Final Updated Schedule**

Submit a final updated schedule with actual start and finish dates for the activities within 30 days after completion of contract work. Provide a written certificate with this submittal signed by the Contractor's project manager or an officer of the company stating, "To my knowledge and belief, the enclosed final updated schedule reflects the actual start and finish dates of the actual activities for the project contained herein." An officer of the company may delegate in writing the authority to sign the certificate to a responsible manager.

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

#### **5-1.14 Preconstruction Survey**

The Contractor shall perform a pre-construction survey of all existing driveways, mailboxes, fences, structures, pavements and other aboveground facilities adjacent to the project limits prior to beginning any work, noting their condition by means of dated and labeled photographs and video tapes supplemented by written documentation, where applicable.

Color photographs shall be taken with a digital camera at all existing wheelchair ramp corners prior to the start of construction and at other above ground locations that are appropriate to show pre-existing 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. All photos shall be placed on a flash drive, and two 4"x 6" copies of each photograph shall be submitted to the Engineer. The photographs shall be indexed, inserted in plastic viewing folders, and submitted in 3-ring binders.

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

#### **5-1.15 Public Notification**

The Contractor shall circulate printed form letters/door hangers, approved by the Engineer, explaining the project and the length of time any inconvenience is expected to be caused by the project, and deliver same to the residents and/or businesses to be affected no earlier than 48 hours, nor later than 24 hours before work is to commence. The Contractor shall install "Road Closed" arrows, detour signs, and barricades as necessary.

In addition, the Contractor shall provide temporary "Tow-Away, No Parking" signs posted in advance of the work on a type II barricade. The signs shall not be less than 12"x18" size, "Tow-Away, No Parking" words shall be in white letters on red background, and must have Stockton Municipal Code 10.04.310,

California Vehicle Code 22651(l)(n), Stockton Police Department telephone number (209) 937-8354, and date and time of parking restriction clearly indicated on it. Signs shall be removed upon completion of the work and the opening of the street to traffic.

Such signs shall be placed no farther than fifty (50) feet apart. It shall be the Contractor's responsibility to arrange for the removal of any vehicles obstructing his/her operations.

The Contractor shall notify all residents, businesses, Utilities and School Districts affected by the construction, as well as Sunrise Sanitation, Stockton Scavenger, and San Joaquin Regional Transit District at least 48 hours prior to starting the work. Any changes to the original schedule/notification would prompt the re-notification by the Contractor. A list of agencies with the contact information is available below.

The Contractor shall inform City Fire Comm, (209) 464-4648, no later than twenty-four (24) hours before work is to begin. Any changes in the Contractor's original schedule/notification shall be promptly reported to City Fire Comm, so they are fully informed at all times of the locations of street closures/construction.

<b><u>Agency</u></b>	<b><u>Phone</u></b>	<b><u>Fax</u></b>	<b><u>email address</u></b>
<b>Lodi Unified School District</b> (Transportation) 1305 E. Vine Street, Lodi, CA.	953-8170	331-7821	
<b>Lincoln Unified School District</b> (Transportation) 6749 Harrisburg Place, Stockton, CA	953-8596	957-3626	
<b>Stockton Unified School District</b> (Transportation) 2963 Sanguinetti Lane, Stockton, CA	933-7145	943-0079	
<b>Stockton Scavengers Waste Management</b> 1240 Navy Drive, Stockton, CA	460-3904	948-4013	mwilli16@wm.com
<b>Sunrise Sanitation</b> 1145 W. Charter Way, Stockton, CA	483-2934	466-2371	donald.gomez@awin.com
<b>Stockton Police Dispatch</b>	937-8377	937-8845	
<b>Towed Vehicle Information</b>	937-8354		
<b>Stockton Fire Dispatch</b>	464-4648	937-8013	
<b>San Joaquin Regional Transit District</b> (Bus Dispatch)	948-5566 ext. 652	948-8516	jram@sj-smart.com

All costs incurred by this provision shall be included in the various bid items and no additional compensation will be made, therefore.

**5-1.16 Non-Highway Facilities and Obstructions**

Attention is directed to Section 5-1.36, "Property and Facility Preservation," and Section 5-1.36C, "Nonhighway Facilities," of the Caltrans Specifications. The Contractor shall protect from damage any utility and other non-highway facilities that are to remain in place, be installed, relocated, or otherwise rearranged.

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 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 Service 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 items of work, and no additional compensation will be allowed, therefore.

**5-1.17 Site Maintenance and Cleanup**

The Contractor shall maintain the work sites in a neat and orderly manner throughout construction. Dispose of removed, broken concrete immediately. If, in the determination of the Project Inspector, the Contractor has not adequately maintained a clean, neat and orderly work site the Contractor may be required to pay to the City of Stockton the sum of two hundred fifty dollars (\$250) per work site. The work shall be conducted in a manner that will control dust. When ordered to provide dust control, the Contractor shall provide a vacuum sweeper to reduce the dusty conditions to the satisfaction of the Project Engineer. A permit shall be obtained from both the City Permit Center and California Water Service Company for construction water that is obtained from a fire hydrant. During and upon completion of construction, the Contractor shall remove all equipment, debris, and shall leave the site in a neat and clean condition to the satisfaction of the Project Engineer. Full compensation for Site Maintenance and Cleanup shall be considered as included in the price paid for the various items of work and no separate payment will be made, therefore.

**5-1.18 Disposal of Materials**

All materials designated to be removed and not salvaged shall become the property of the Contractor and shall be disposed of in accordance with Federal, State, and local laws and ordinances. The Contractor shall file: 1) Construction and Demolition Debris Materials Checklist at the time of permit application, and 2) Construction and Demolition Debris Recycling Report within fourteen (14) days of job completion. Full compensation for conforming to the requirements of this section shall be considered included in the various bid items of work and no additional compensation will be considered, therefore.

### 5-1.19 Pre-construction Meeting

The Engineer/Project Manager will schedule a pre-construction meeting with the Contractor following award of the contract and prior to commencing the work. Full compensation for any activity associated with this work shall be included in the prices for the various contract items of work, and no additional compensation will be allowed, therefore.

### 5-1.20 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 and 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 Employment Ordinance Report – Good Faith Effort	Prior to Award
4	Monthly Local Employment Ordinance Compliance Report	During Construction
5	Pre-construction survey of entire project (dated photos, identified locations, etc.)	Prior to Notice to Proceed
6	SWPPP Plans prepared by a QSD. Best Management Practices	Prior to Notice to Proceed
7	Traffic Control Plans and Pedestrian Detour Plans	Prior to Notice to Proceed
8	Concrete Mix Design	Prior to Notice to Proceed
9	Asphalt Concrete (AC) Mix Design	Prior to Notice to Proceed
10	Emergency Contacts / Authorized Representatives	Prior to Notice to Proceed
11	Project Baseline Schedule	Prior to Notice to Proceed
12	Staging agreement with private property owners (if applicable)	Prior to Notice to Proceed
13	Construction and Demolition Debris Recycling Report	Post Construction
14	City of Stockton Business License	Prior to Notice to Proceed
15	City of Stockton Road Encroachment Permit & all other applicable permits (Contractor is responsible to pay all fees associated with applicable permits)	Prior to Notice to Proceed
16	Public Notifications (Flyers, News Release letter, etc.)	Prior to Notice to Proceed

The Contractor shall transmit each submittal to the Engineer for review and approval with the submittal form approved by the Engineer. Submittals shall be sequentially numbered on the submittal form. Resubmittals shall be identified with the original number and a sequential resubmittal suffix letter. The original submittal shall be numbered X. The first resubmittal shall be numbered X-a and so on. Identify on the form the date of the submittal, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and/or special provision number, as appropriate. The Contractor shall sign the form certifying that review, approval, verification of products required (if any), field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and contract documents. Any incomplete submittals will be returned for resubmittal. Schedule submittals to expedite the Project, and deliver to Engineer at the Engineer's office, see Section 9-1.02, "Order of Work," of these Special Provisions.

For each submittal, allow four (4) calendar days excluding delivery time to and from the Contractor for review. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work. When revised for resubmission, identify all changes made since previous submission. Distribute copies of reviewed submittals as appropriate.

Instruct parties to promptly report any inability to comply with requirements.

Submittals not requested either in the Contract Documents or in writing from the Engineer will not be recognized or processed.

Within ten (10) calendar days of the Notice of Award, provide a complete list of all submittals and the dates when they will be submitted. All submittals shall be submitted within ten (10) calendar days from the date of the Notice of Award, otherwise project working days may commence with or without issuance of the Notice to Proceed.

Except as may otherwise be indicated herein, the Engineer will return prints of each submittal to the Contractor with their 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 monies 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 said submittal will not be required.

If a submittal is returned to the Contractor marked "MAKE CORRECTIONS NOTED," formal revision and resubmission of said submittal will be required.

Full compensation for conforming to the requirements of this section shall be considered included in the various bid items of work and no additional compensation will be considered, therefore.

#### **5-1.21 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.

#### **5-1.22 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 of 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, and no additional compensation will be allowed, therefore.

#### **5-1.23 Dust Control**

Dust control shall conform to any requirements set forth in the San Joaquin Valley Air Pollution Control District Construction Notification Form, see Section 5-1.12, "Encroachment Permit from City, County, Utilities, Railroads and Others" of these Special Provisions 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 used, unless for health or safety purposes, is prohibited. 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, and no additional compensation will be allowed, therefore.

#### **5-1.24 Staging Areas**

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/her own expense any area required for storage of equipment or materials, or for other purposes. No additional compensation will be considered. A copy of the "use" agreement shall be submitted to the Engineer.

#### **5-1.25 As-Built/Record Drawings**

The Contractor shall maintain a complete set of red line drawings on site for the purpose of keeping up to date all field modifications. This plan set shall be available for review by the project Inspector or 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 revision, 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.

#### **5-1.26 Relations with California Regional Water Quality Control Board**

This project lies within the boundaries of the Central Valley Regional Water Quality Control Board (RWQCB). The State Water Resources Control Board (SWRCB) has issued to the City a permit that governs storm water and non-storm water discharges from City properties, facilities, and activities. The City's permit is entitled "Order No. R5-2007-0173, NPDES No. CAS083470, Waste Discharge Requirements City of Stockton and County of San Joaquin Stormwater Discharges from Municipal Separate Storm Sewer System San Joaquin County." Copies of the permit may be obtained at: <http://www.stockton.gov/government/departments/municipalUtilities/util.html>

The NPDES permits that regulate this project, as referenced above, are collectively referred to in this section as the "permits."

This project shall conform to the permits and modifications thereto. The Contractor shall maintain copies of the permits at the project site and shall make them available during construction.

The Contractor shall know and comply with provisions of Federal, State, and local regulations and requirements that govern the Contractor's operations and storm water and non-storm water discharges from the project site and areas of disturbance outside the project limits during construction. Attention is directed to Sections 7-1.02, "Laws," 5-1.36, "Property and Facility Preservation," and 7-1.05, "Indemnification," of the Caltrans Specifications.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to water pollution control work. The Contractor and the City shall provide copies of correspondence, notices of violation, enforcement actions, or proposed fines by regulatory agencies to the requesting regulatory agency.

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, and no additional compensation will be allowed.

#### **5-1.27 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 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.

#### **5-1.28 Changes and Extra Work**

New and unforeseen work will be considered 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.

**5-1.29 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 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.

**5-1.30 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 MEASUREMENT AND PAYMENT**

**7-1.01 General**

Payment for the various bid items shall be made at the unit bid prices for the final measured quantities of the work actually completed and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing, complete and in-place, items necessary to satisfy all sections of these Special Provisions. Payment shall be for traffic control, curb-ramp, monument preservation, asphalt concrete pavement, flat work including saw cutting, fixed forms, and excavation.

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 of in accordance with local, state, and federal laws and ordinances.

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

## **7-1.02 Payments**

Attention is directed to Section 9-1.06, "Partial Payments," and 9-1.07, "Payment after Acceptance," of the Caltrans Specifications.

### Schedule of Measurement and Payment

1. Mobilization: paid by lump sum, shall include, but not be limited to, the movement of personnel, equipment, supplies, and incidentals to the project site, and all costs associated with mobilization of Contractor's operations as described in the Caltrans Standard Specifications.
2. Traffic Control: Paid by lump sum, shall include all preparatory work and operations; work shall include designing, furnishing, installing, and maintaining traffic control and pedestrian access. Traffic Control Plans shall be signed and stamped by a licensed civil or traffic engineer and be submitted to the City for review and approval. Traffic control necessary for other various bid items of work shall be included in this bid item for payment.
3. Curb-ramp installation: paid by each. Includes saw cutting; removal and disposal of existing concrete and debris; cutting and removal of tree roots under the concrete; excavating existing base to install concrete curb-ramp and compacted aggregate base per Stockton Standard Specifications and Standard Drawing no. R-64; adjusting existing catch basin and pull box; installation of dowels; saw cutting and removal of existing asphalt pavement (up to 5' wide) and dirt to fit wood forms; repair of damaged landscape and sprinkler due to construction work; and, placement of truncated domes. The limit of pay of construction of the curb-ramp is from BCR to ECR.
4. Curb-ramp installation: paid by each. Includes saw cutting; removal and disposal of existing concrete and debris; cutting and removal of tree roots under the concrete; excavating existing base to install concrete curb-ramp and compacted aggregate base per Stockton Standard Specifications and Standard Drawing no. R-65; adjusting existing catch basin and pull box; installation of dowels; saw cutting and removal of existing asphalt pavement (up to 5' wide) and dirt to fit wood forms; repair of damaged landscape and sprinkler due to construction work; and, placement of truncated domes. The limit of pay of construction of the curb-ramp is from BCR to ECR.
5. Curb-ramp installation: paid by each. Includes saw cutting; removal and disposal of existing concrete and debris; cutting and removal of tree roots under the concrete; excavating existing base to install concrete curb-ramp and compacted aggregate base per Stockton Standard Specifications and Standard Drawing no. R-66; adjusting existing catch basin and pull box; installation of dowels; saw cutting and removal of existing asphalt pavement (up to 5' wide) and dirt to fit wood forms; repair of damaged landscape and sprinkler due to construction work; and, placement of truncated domes. The limit of pay of construction of the curb-ramp is from the center of the truncated dome and eight (8) lateral feet in both directions, or from expansion joint to expansion joint, whichever is greater.
6. Curb-ramp installation: paid by each. Includes saw cutting; removal and disposal of existing concrete and debris; cutting and removal of tree roots under the concrete; excavating existing base to install concrete curb-ramp and compacted aggregate base per Stockton Standard Specifications and Detail 'Wheelchair Ramp Modified A'; adjusting existing catch basin and pull box; installation of dowels; saw cutting and removal of existing asphalt pavement (up to 5' wide) and dirt to fit wood forms; repair of damaged landscape and sprinkler due to construction work;

and, placement of truncated domes. The limit of pay of construction of the curb-ramp is from BCR to ECR and any additional sidewalk, up to 8' beyond the BCR and ECR, to establish proper compliance with ADA standards.

7. Curb-ramp installation: paid by each. Includes saw cutting; removal and disposal of existing concrete and debris; cutting and removal of tree roots under the concrete; excavating existing base to install concrete curb-ramp and compacted aggregate base per Stockton Standard Specifications and Detail 'Wheelchair Ramp Modified C'; adjusting existing catch basin and pull box; installation of dowels; saw cutting and removal of existing asphalt pavement (up to 5' wide) and dirt to fit wood forms; repair of damaged landscape and sprinkler due to construction work; and, placement of truncated domes. The limit of pay of construction of the curb-ramp is from BCR to ECR and any additional sidewalk, up to 8' beyond the BCR and ECR, to establish proper compliance with ADA standards.
8. Additional Concrete Sidewalk Removal and Replacement: paid per square foot. Includes saw cutting; removal and disposal of existing concrete and debris, cutting and removal of tree roots under the sidewalk; excavating existing base to install 6" thick concrete sidewalk and 4" thick compacted aggregate base; adjusting existing catch basin and pull box; installation of dowels; saw cutting of existing asphalt pavement and dirt to fit wood forms; and repair of damaged landscape and sprinkler due to the construction work. Work also includes backfilling, grading, and compacting material (95%) at back of sidewalk.
9. Additional Vertical Curb and Gutter Removal and Replacement: paid per linear foot. Includes saw cutting; removal and disposal of existing concrete and debris, cutting and removal of tree roots under the gutter; excavating existing base to install concrete curb, gutter and compacted aggregate base per City Standard Specifications and Plans drawing no. R-52; installation of dowels; saw cutting and removal of existing asphalt pavement (1 foot from the gutter lip and 8" inches deep) and dirt to fit wood forms; and repair of damaged landscape and sprinkler due to construction work.
10. Additional Rolled Curb and Gutter Removal and Replacement: paid per linear foot. Includes saw cutting; removal and disposal of existing concrete and debris, cutting and removal of tree roots under the gutter; excavating existing base to install concrete curb, gutter and compacted aggregate base per City Standard and Specifications drawing no. R-51; installation of dowels; saw cutting and removal of existing asphalt pavement (1 foot from the gutter lip and 8" inches deep) and dirt to fit wood forms; and repair of damaged landscape and sprinkler due to construction work.

**SECTION 8                      BLANK**

# DIVISION II – GENERAL CONSTRUCTION

## **SECTION 9 DESCRIPTION OF WORK**

### **9-1.01 Description of Work**

The work herein includes (various locations citywide):

1. ADA compliant curb-ramp installation (44 locations).

Scope of Work consists of the following:

- a) Preservation of existing survey monuments (e.g. chiseled cross, survey iron pipe, etc.) per section 5-1.09. A record of survey must be filed at the County Recorder's Office for all monuments that will be disturbed by construction prior to start of work.
- b) Notify USA at least 72 hours prior to start of removal work.
- c) Clear and grubbing as required to reconstruct removed improvements.
- d) Cutting and removing all tree roots under damaged concrete.
- e) Establish proper flow line elevations and positive drainage for curb/gutter reconstruction ensuring appropriate drainage.
- f) Adjust catch basin elevation to ensure proper drainage.
- g) Construct curb-ramp per specifications and plans.

The attached list of locations showing approximate quantities is provided to aid the Contractor in determining the scope of work and for comparing bids. Under any circumstances, it is not to be considered approved, mandatory or guaranteed work. Actual quantity of the work will depend upon Contractor's field review and measurements as approved by the City.

### **9-1.02 Order of Work**

Following field marking of precise limits by project inspector, the Contractor shall comply with the steps listed below:

1. Properly referencing-out any existing survey monuments such as chiseled cross per section 5-1.09 and filing a record of survey at the County Recorder's Office prior to start of construction.
2. Set up proper traffic control measures.
3. Demolish any existing curb-ramp and sidewalk and dispose of all concrete. Stockpiling of concrete on site is not allowed.
4. Grade and compact subbase and aggregate base and compact it to 95% relative compaction.
5. Set up formwork and establish proper flow line on curb gutter installation.
6. Install curb-ramp and miscellaneous flat work per City Standards.
7. Install truncated domes.
8. Backfill area behind new wheelchair ramp.
9. Re-install survey monuments per section 5-1.09 and file a final record of survey at the County Recorder's Office.

All associated work and cleanup required to complete the project, including fixing irrigation systems, service water lines, fences and other existing improvements damaged during removal of roots and

construction.

### 9-1.03 Prosecution and Progress

As specified herein, the Contractor shall follow the following procedures. The Engineer shall have the authority to approve any exceptions.

1. Once the Construction Contract is signed and the Engineer has issued the Notice to Proceed, the Contractor shall start work within ten (10) calendar days of the issuance date of the Notice to Proceed.
2. Upon notification by the City, the Contractor shall preserve any existing monuments (under the supervision of a Licensed Surveyor) within the work limits. Corner Record shall be filed at the San Joaquin County Recorder's Office. A copy of the record shall be submitted to the Engineer.
3. Contractor shall mark the location and notify Underground Service Alert (USA) at (800) 227-2600 for utility markings immediately, regardless of the quantity of work to be performed.
4. The Contractor shall provide written notice to property owners (via door hangers) describing the work to be done, dates of construction and contact information. All notices must be reviewed and approved by the Engineer prior to issuance to the public.
5. The Contractor shall provide the City with a two-week look ahead project schedule (updated every two weeks with site locations).
6. The Contractor shall not remove concrete unless it can be replaced within three (3) working days of removal. No site shall be open during the weekends/holidays.
7. Asphalt concrete pavement shall be replaced within two (2) working days after adjacent concrete is poured.

### 9-1.04 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. Actual quantity of the work will depend upon the complaints, project budget and other considerations and constraints.

### BIDDING SCHEDULE ITEMS

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
1	Mobilization	1	LS	
2	Traffic Control	1	LS	
3	Curb-Ramp Installation Per COS Standard Detail R-64 (All Work Complete In-Place)	11	EA	
4	Curb-Ramp Installation Per COS Standard Detail R-65 (All Work Complete In-Place)	27	EA	

5	Curb-Ramp Installation Per COS Standard Detail R-66 (All Work Complete In-Place)	2	EA	
6	Curb-Ramp Installation Per COS Detail 'Wheelchair Ramp Modified A' (All Work Complete In-Place)	3	EA	
7	Curb-Ramp Installation Per COS Detail 'Wheelchair Ramp Modified C' (All Work Complete In-Place)	1	EA	
8	Additional Concrete Sidewalk Removal and Replacement (All Work Complete In-Place)	1,610	SF	
9	Additional Vertical Curb and Gutter Removal and Replacement (All Work Complete In-Place)	60	LF	
10	Additional Rolled Curb and Gutter Removal and Replacement (All Work Complete In-Place)	50	LF	
<b>TOTAL BID</b>				

## **DIVISION III – EARTHWORK AND LANDSCAPE**

### **SECTION 10            EARTHWORK**

#### **10-1.01            Roadway Excavation**

All Portland cement concrete flatwork shall be saw cut a minimum of 3½ inches deep prior to removal. All monolithic Portland Cement Concrete shall be saw cut a minimum of 8 inches deep prior to removal. 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.

#### **10-1.02            Relative Compaction**

Relative compaction of not less than 95% shall be obtained for a minimum depth of 0.5 foot below the grading plane for areas of concrete curb-ramp. Aggregate base shall be placed on top of the grading plane and compacted to a minimum of 95% of the maximum density a depth of 4" under all new concrete curb-ramps.

Existing asphalt concrete sections to be removed shall be neatly saw cut two and one-half inches (2½") deep and excavated to a depth of eight (8) inches (thicker where required). The vertical edges of the pavement shall be neatly trimmed. All debris shall be removed. The top six inches of the subgrade shall be compacted to 95% of the maximum density at near optimum moisture content.

### **SECTION 11            EROSION CONTROL AND HIGHWAY PLANTING**

#### **11-1.01            Landscape Repair**

The cost for landscape repair shall be included in various bid items. The nature of the work is such that damage to adjacent property, irrigation system, fence, landscaping, etc. is expected. The contractor shall be fully responsible for repair of, and temporary maintenance of property owners' facilities. No additional compensation shall be made irrespective of different site conditions. The contractors are required to survey the identified sites on their own before submitting the bids and shall include all work in the unit bid price of related items.

**11-1.02 Existing Improvements**

The Contractor shall protect the existing adjacent improvements, including utilities.

**11-1.03 Sprinkler Systems, Service Water Line and Fences**

Existing sprinkler systems, service water lines and fences disturbed by the Contractors activity shall be repaired to the satisfaction of the City. In California Water Company Service areas, the utility will only provide markings up to the water meter. The Contractor shall proceed carefully digging by hand after this demarcation point, since the water pipe may be located right underneath the curb-ramp. Any damage to the water line must be repaired immediately by the contractor after notification to the residents. All repairs to sprinkler systems and service water lines shall be made with new materials. The temporary fences shall be maintained by the contractor during the project.

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.

**11-1.04 Lawn Turf**

If required to match new curb-ramp grade, existing lawns shall be: (1) raised by lifting existing turf, filling with tamped imported Clements loam and replacing and rolling the turf; (2) lowered by lifting existing turf, removing sufficient soil to lower properly, replacing and rolling the turf; and (3) repaired as directed by the Project Inspector.

All costs incurred by this provision shall be included in the various bid items and no additional compensation will be made.

**11-1.05 Repair of Turfed Areas**

The Contractor shall fill all created depressions in the landscape strip with Clements loam or equal which shall be free of rocks, clay balls, undecomposed vegetable matter, debris, and noxious weed seeds. Loam backfill shall be compacted to match the surrounding material. The Contractor has the option of furnishing and installing turf equal to that of the existing lawn or reseeding with a good quality lawn seed, raked in with peat moss, and maintained to the satisfaction of the City until the lawn has been established.

All costs incurred by this provision shall be included in the various bid items and no additional compensation will be made.

**SECTION 12 HOT MIX ASPHALT**

Hot Mix Asphalt (HMA) shall conform to Section 39 of the Caltrans Standard Specifications except that the aggregate shall be Type A with 1/2" nominal maximum aggregate size (NMAS) and grade PG 64-10. All vertical edges shall be coated with RS-1 or SS-1h at a rate of 0.01 to 0.03 gallons per square yard of residual asphalt. HMA tags for the material used in the project shall be submitted to the Engineer or his or her designee.

**SECTION 13 MISCELLANEOUS FACILITIES**

- Any replacement clean-outs shall be fitted with concrete boxes and covers per City of Stockton Standard Drawing No. S-18.
- If applicable, catch basins needing to be adjusted or modified shall be replaced and/or modified per City of Stockton Standard Drawing Nos. D-6 and D-8 or as directed.

- Any under curb-ramp drains removed shall be replaced per City of Stockton Standard Drawing Nos. D-11 and D-12 at no additional cost to the City.
- Prices for items of work not specifically listed on the Bidding Schedule or covered under other work shall be negotiated prior to the performance of said work.

#### **SECTION 14 CURB-RAMP**

Use City of Stockton Standard Specifications and Plans, and Drawings Nos. R-50 through R-67, "Wheelchair Ramp Modified A" and "Wheelchair Ramp Modified C" with the following exception: Sand is to be replaced with Class 2 – ¾" aggregate base or approved equal.

Flow line for the new curb and gutter shall be established by the Contractor so that the water runoff does not puddle and can flow to the nearest catch basin.

All concrete shall conform to minor concrete of Standard Specification section 73. For curb-ramps, the concrete shall contain two (2) pints of liquid dispersed lamp black per cubic yard except when adjacent concrete is of a different color or texture. In that case, it shall be matched in color and quality at no additional cost to the City. Score marks shall match those of existing adjacent walkways where applicable. Concrete shall be saw cut at score marks prior to removal. The color, quality and texture of the new curb-ramp shall match the existing adjacent concrete. The contractor is required to replace any expansion joints removed during curb-ramp installation.

Contractor shall accurately tie out and leave adequate marks in the field for his/her concrete crew to accurately stamp utility curb markings (e.g. W for water, S for sewer in concrete). The contractor shall accurately tie out property crosses per Section 5-1.09 of these Special Provisions (done by or under supervision of a Licensed Land Surveyor) and the contractor shall replace these marks once work is completed. New concrete curb that is adjacent to catch basin shall be stamped with "NO DUMPING DRAINS TO DELTA" message with fish symbol. Painted address on curb that was removed during the repair shall be replaced by the Contractor at no additional cost.

Curb-ramps shall be constructed as per direction by the Engineer and as specified in the Caltrans Standard Specifications and Plans, and City of Stockton Standard Specifications and Plans. Installation of COS Standard Details R-64, R-65, R-66 and 'Wheelchair Ramp Modified A' and 'Wheelchair Ramp Modified C'. Curb-ramps shall include saw cutting, removal and replacement of the asphalt-concrete, curb, gutter, and sidewalk from Beginning Curb Return (BCR) to End Curb Return (ECR). Additional sidewalk may need to be removed beyond BCR/ECR to establish proper compliance with ADA standards and will be paid per square foot in bid item Additional Sidewalk Removal and Replacement.

Installation of 'Wheelchair Ramp Modified A' curb-ramps shall include saw cutting, removal and replacement of the asphalt-concrete, curb, gutter, and sidewalk from Beginning Curb Return (BCR) to End Curb Return (ECR) and any additional sidewalk, up to 8' beyond the BCR and ECR, or from expansion joint to expansion joint, whichever is greater, to establish proper compliance with ADA standards.

No extra payment shall be made within the BCR/ECR limit. If the existing situation warrants the installation of dual ramps type within the BCR/ECR limit, it shall be considered as one curb-ramp and paid as one unit of bid item. The limit may be extended up to the nearest score mark as per the Engineer's direction. The contractor is responsible for establishing the limits of the curb-ramp, no extra payment will be made for additional concrete removed if proper limits are not established.

The demolition of existing corner may require the removal of asphalt-concrete pavement up to five (5) feet from the lip of the gutter. No extra payment shall be made for this extra asphalt-concrete removal and replacement, or any tasks associated with this operation.



If the existing condition requires, catch basins shall be reset at no additional cost. Field directive of the Engineer shall supersede all specifications and plans. Contractor shall be responsible for installing curb-ramps such that the runoff does not accumulate at the flow line.

Curb-ramps shall have a truncated dome panel(s) for a total width of four feet and length of three feet (4'x3'). The minimum size of each panel is 2'x3'. Up to two panels can be put together for a total width of four feet and length of three feet (4'x3') dimension. The following list of panels are pre-qualified and approved by the City for this project:

1. Vitrified polymer composite, embedded type, manufactured by Armor Tile Tactile Systems.
2. Replaceable composite (wet-set) tiles, manufactured by ADA Solutions, Inc.
3. Stainless steel cast-in-place manufactured by Advantage Tactile Systems.
4. Concrete base polymer manufactured by Tekway Dome Tiles.

If the contractor wants to use other products, he/she shall submit a request of an "approved equal" product at least fifteen (15) days before commencement of the project. Proper documentation and samples must be submitted with the request. A sample installation may be required at no cost to the City. All truncated dome panels shall be cast-in-place. The decision of the Engineer to approve or disapprove the product will be final.

The ramps shall be constructed in accordance with the City of Stockton Standard Details and Specifications, Caltrans Standard Plans and Specifications RSP A88A, RSP A88B, and the Engineer's direction. The color of the detectable warning surface is preferred to be yellow conforming to Federal Standard 595B, Color number 33538, or similar. Other colors may be accepted, only if approved by the engineer.

The manufacturer shall provide a five-year material and labor warranty for prefabricated detectable warning surfaces guaranteeing removal and replacement in full, when there is a defect in the dome shape, color, fastness, sound-on-cane acoustic quality, resilience, or attachment. The warranty shall also include damage due to cracking, chipping and/or imperfect installation including, but not limited to, air pockets under the tiles. The warranty period shall begin on the date of acceptance of the project.

The contract price paid per each curb-ramp shall include full compensation for saw cutting, removal and replacement of existing PCC and AC curb, gutter, sidewalk, pavement, curb-ramp; furnishing all labor, materials, tools, equipment and incidentals; and for doing all the work involved in placing of truncated dome and concrete, finishing, brooming, curing, and protecting it for at least seven (7) calendar days after placement, as shown on the plans, specified in Standard Specifications and these Special Provisions, and as directed by the Engineer.