



Public Works Department

SPECIAL PROVISIONS

2022 NEIGHBORHOOD TRAFFIC MANAGEMENT PROGRAM (NTMP)

City of Stockton Project No. WT16008

Dated: July 6, 2023

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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 Plans, and the latest Editions of the State of California, Department of Transportation Standard Specifications and Standard Plans, California Manual on Uniform Traffic Control Devices (MUTCD), as referenced therein, and in accordance with the following Special Provisions. To the extent the California Department of Transportation Standard Specifications implement the STATE CONTRACT ACT, (or certain provisions of the Public Contracts code which are inapplicable to charter cities) they shall not be applicable.

1. Contract Change Order (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 Specifications
12. Caltrans Standard Plans

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. 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 Plans

The bidder's attention is directed to the provisions in Section 1-1.03 "Definitions", of the Standard Specifications and Section 1-1.07 "Definitions", of the Caltrans Specifications.

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

Director -

Director of Public Works, City of Stockton

Standard Specifications -	Current City of Stockton, Standard Plans and Specifications, inclusive of all current revisions, and amendments, unless otherwise stated.
Caltrans Specifications -	State of California, Department of Transportation, Current Standard Plans and Specifications, inclusive of all current revisions, and amendments, unless otherwise stated.
Laboratory -	City of Stockton Department of Public Works Laboratory or consultant's laboratory
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
California MUTCD	Latest edition of California Manual on Uniform Traffic Control Devices (MUTCD), and any amendments and revisions thereto.
Working Day	defined as any eight-hour day, except as follows: Saturday, Sunday, and City recognized holidays.

SECTION 2 – BIDDING

Refer to the Instructions to Bidders and Section 2, "Bidding" of the Standard Specification.

In case of Bid protests, attention is directed to the provisions in Section 2-1.51, "Bid Protests" of the Standard Specifications. The party filing the protest must have submitted a bid for the work. A subcontractor of a bidder may not submit a bid protest.

A copy of bid protests are to be sent to the following address:

Attention: Herminia Franco
City of Stockton
Public Works Department
22 E. Weber Avenue, Room 301
Stockton, CA 95202

SECTION 3 – CONTRACT AWARD AND EXECUTION

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications and these Special Provisions.

Bidders and subcontractors are required to be available the day of bid opening to answer questions.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

If the City awards the Contract, the award is made to the lowest responsible bidder within 90 days after the day of the bid opening.

SECTION 4 – SCOPE OF WORK

Attention is directed to the provisions in Section 4, “Scope of Work” of the Caltrans Specifications, 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 10-1.01, "Order of Work", of these Special Provisions.

The Contractor shall diligently prosecute all work items to completion.

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

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. For work to be completed, contractors are advised to visit and review the job site prior to the submission of their bid. Bids not presented on the City forms shall be cause for considering the bid as non-responsive.

Bidders must be thoroughly competent and capable of satisfactorily performing the work covered by the proposal, and when requested shall furnish such statements relative to previous experience on similar work, the plan or procedure proposed, and the organization and the equipment available for the contemplated work, and any other as may be deemed necessary by the City 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 and diligent manner, and to furnish and provide in connection therewith all necessary labor, tools, implements, equipment, materials, and supplies. The Contractor is responsible to take all necessary precautions and use best practices in the industry to perform all work require completing the project.

4-1.01 Differing Site Conditions (23 CFR 635.109)

Attention is directed to the provisions in Section 4-1.06, "Differing Site Conditions," of the Caltrans Specifications and of the Standard Specifications. Contractor shall notify the Engineer if he/she finds physical conditions differing materially from contract documents.

4-1.02 Changes and Extra Work

Attention is directed to the provisions in Section 4-1.05A “Changes and Extra Work” of the Standard Specifications and these Special Provisions

4-1.03 Cleanup

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

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

SECTION 5 – CONTROL OF WORK

Attention is directed to the Instruction to Bidders, provisions in Section 5 "Control of Work" of the Caltrans Specifications, Standard Specifications, and these special provisions.

5-1.01 Contract Components

Attention is directed to the provisions in Section 5-1.02, "Contract Components" of the Standard Specifications. If a discrepancy found or confusion arises, submit a Request for Information (RFI).

5-1.02 Subcontracting

Attention is directed to the provisions in Section 5-1.13A, "Subcontracting," of the Standard Specifications, and Caltrans Specifications.

Pursuant to the provisions of Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractor's ineligibles to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at: <http://www.dir.ca.gov/DLSE/Debar.html>

5-1.03 Coordination with Other Entities

5-1.03A Permits

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. The Environmental Quality Act (Public Resources Code, Sections 21000 to 21176, inclusive) may be applicable to permits, licenses, and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the contract. The Contractor shall comply with the provisions of those statutes in obtaining the permits, licenses and other authorizations and they shall be obtained in sufficient time to prevent delays to the work. In the event that the City has obtained permits, licenses, or other authorizations, applicable to the work, in conformance with the requirements in the Environmental Quality Act, the Contractor shall comply with the provisions of those permits, licenses and other authorizations. The following is a non-inclusive list of the required permits and/or licenses:

- Contractor's License. At a minimum, the Contractor shall possess at the time

of bid and maintain throughout the duration of the contract, a valid California Class A Contractor License.

- Business License. Contractor shall possess prior to the execution of the contract and maintain throughout the duration of the contract, a valid City of Stockton business license.
- City of Stockton Encroachment Permit (fee paid by project)
- Stormwater Pollution Prevention Plan
- 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. More information can be found at the following web site: <http://www.valleyair.org>.
- Construction Water – 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.
- Construction and Demolition Debris Recycling

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 -1.04 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:

- DAS-140 form (Notification of Contract Award)
- Emergency Contacts/Authorized Representatives
- Project Schedule (Critical Path Method)
- City of Stockton Construction and Demolition Debris Recycling Report
- City of Stockton Encroachment Permit (No Fee)
- Staging Agreements with Private Property Owner (if applicable)
- Notice of Construction (Provided to residents adjacent to construction)
- Contractor Safety Plan
- Schedule of values for lump sum items
- Traffic Control Plan (includes Pedestrian Detour Plan)
- List of submittals, per specific section requirement, including:
 - a) Shop Drawings
 - b) Material Submittals
 - c) Product Submittals
- Thermoplastic traffic striping and marking certificates of compliance
- Stamped concrete color and pattern

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, 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 10-1.01, "Order of Work," of these Special Provisions.

For each submittal for review, allow 15 calendar days excluding delivery time to and from the Contractor.

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 10 calendar days after Notice of Award submit a complete list of all submittals to be submitted and the dates when they will be submitted. **All submittals shall be submitted within 30 calendar days from the date the Notice of Award; otherwise, project working days will commence, with or without issuance of the Notice to Proceed.**

Wherever called for in the Contract Documents, or where required by the Engineer, the Contractor shall furnish to the Engineer for review, 1 set, plus one reproducible copy, of each shop drawing submittal. The term "Shop Drawings" as used herein shall be understood to include detail design calculations, shop drawings, fabrication and installation drawings, erection drawings, list, graphs, catalog sheets, data sheets, and similar items. Whenever the Contractor is required to submit design calculations as part of a submittal, such calculations shall bear the signature and seal of an engineer registered in the appropriate branch and in the state of California, unless otherwise directed.

Normally, a separate submittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency

indicates review of the group or package as a whole. A multi-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the Engineer.

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 not be required.

5-1.05 Job Site Appearance

Attention is directed to Section 4-1.13 "Cleanup" of the Caltrans Specifications, Section 5-1.31 "Job Site Appearance" of the Standard Specifications, and these Special Provisions.

The Contractor shall maintain a neat appearance to the work.

Broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. Contractor shall pay to the City of Stockton the sum of Two Hundred Fifty Dollars (\$250) for every calendar day where debris has remained on the job site overnight.

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

5-1.06 Staging Area

Attention is directed to Section 5-1.36E, "Use of Private property," of the Standard Specifications and these Special Provisions. The street right-of-way shall be used only for activities that are necessary to perform the required work. The Contractor shall not occupy the right-of-way or allow others to occupy the right-of-way for material storage or other purposes that are not necessary to perform the required work.

5-1.07 Construction Staking

The Engineer or designated City staff will mark the exact locations of each speed hump, speed cushion, speed table, pavement markings and signage prior to start of construction. Contractor will be required to contact Underground Services Alert (USA) prior to installing sign post foundations. See Section 9-1.02, Coordination for Work Done by City.

Section 5-1.26, "Construction Surveys", of the Standard Specifications is deleted, and replaced with the following:

1. The Contractor shall be responsible for all construction survey stakes necessary to construct the project in accordance to the lines, grades, sections, stage construction/traffic handling, and traffic signalization, pavement delineation plan described in the plans and specifications.
2. Contractor shall be responsible referencing all existing monumentation within the limits of the project prior to removal of any existing monuments. Monument referencing shall be reviewed and approved by the engineer prior to commencing of the work.
3. The Contractor shall employ a Land Surveyor registered in the State of California or an appropriately registered Civil Engineer to perform such survey work. All stakes and marks set by the Contractor's Land Surveyor or Civil Engineer shall be carefully preserved by the Contractor. In case such stakes and marks are destroyed or damaged, they will be promptly replaced, at the direction of the Engineer at no additional cost to the City. Copies of all field notes and cut sheets shall be provided to the City at no additional cost to the City.

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

5-1.08 Increased or Decreased Quantities

The City reserves the right to make such alterations, deviations, additions to, or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work or to omit any item or portion of the work, as may be deemed by the Engineer to be necessary or advisable and to require such extra work as may be determined by the Engineer to be required for the proper completion or construction of the whole work contemplated, without adjustment in the unit price as bid.

Attention is directed to Section 4-1.02, "Changes and Extra Work," of these Special Provisions. Any such changes will be set forth 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.

Section 9-1.06B and Section 9-1.06C of the Caltrans Specifications shall not apply.

5-1.09 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."

5-1.10 Rights in Land

All work, equipment parking, or any other activity associated with the project shall be

confined to the project limits within the street rights-of-way. The Contractor's use of any other property exclusively in connection with this project shall be by a written agreement between the property owner and the Contractor. A certified copy of any such agreement shall be furnished to the Engineer prior to the use of such property by the Contractor.

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

5-1.11 Notice of Potential Claim

The Contractor shall not be entitled to the payment of any additional compensation for any cause, or for the happening of any event, thing, or occurrence, including any act or failure to act, by the Engineer, unless he has given the Engineer due written notice of potential claim as hereinafter specified. However, 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". 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 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 so that 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.

5-1.12 Records

The Contractor shall maintain cost accounting records for the contract pertaining to, and in such a manner as to provide a clear distinction between, the following 6 categories of costs of work during the life of the contract:

- A. Direct costs of contract item work.
- B. Direct costs of changes in character in conformance with Sections 4-1.05B and 9-1.15, "Work-Character Changes," of the Caltrans Specifications.
- C. Direct costs of extra work in conformance with Section 4-1.02, "Changes and Extra Work," of these Special Provisions.
- D. Direct costs of work not required by the contract and performed for others.
- E. Direct costs of work performed under a notice of potential claim in conformance with the provisions in Section 5-1.43, "Potential Claims and Dispute Resolution," of the Caltrans Specifications.
- F. Indirect costs of overhead.

Cost accounting records shall include the information specified for daily extra work reports in Section 5-1.27, "Records," of the Caltrans Specifications. The requirements for furnishing the Engineer completed daily extra work reports shall only apply to work paid for on a force account basis.

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

5-1.13 Noncompliant and Unauthorized Work

Attention is directed to Section 5-1.30, "Noncompliant and Unauthorized Work," of Caltrans Specifications.

5-1.14 Property and Facility Preservation

Attention is directed to Section 5-1.36, "Property and Facility Preservation," of Caltrans Specifications and these Special Provisions. Due care shall be exercised to avoid injury to existing highway improvements or facilities, utility facilities, adjacent property, and roadside trees shrubs and other plants that are not to be removed. Roadside trees, shrubs and other plants that are not to be removed, and pole lines, fences, signs, markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and water lines, all highway facilities and any other improvements or facilities within or adjacent to the highway shall be protected from injury or damage, and if ordered by the Engineer, the Contractor shall provide and install suitable safeguards, approved by the Engineer, to protect the objects from injury or damage. If the objects are injured or damaged by reason of the Contractor's operations, the objects shall be replaced or restored at the Contractor's expense.

The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the work, or as good as required by the specifications accompanying the contract, if any of the objects are a part of the work being performed under the contract. The Engineer may make or cause to be made those temporary repairs that are necessary to restore to service any damaged highway facility. The Cost of the repairs shall be borne by the Contractor and may be deducted from any moneys due or to become due to the Contractor under the contract. The fact that any underground facility is not shown upon the plans shall not relieve the Contractor of the responsibility under this Section of these Special Provisions. It shall be the Contractor's responsibility, pursuant thereto, to ascertain the location of those underground improvements or facilities which may be subject to damage by reason of the Contractor's operations.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in protecting or repairing property as specified in this Section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

5-1.15 Pre-construction Survey

Contractor attention is directed to requirements of Section 5, "Control of Work" and Section 78 "Incidental Construction" of the Caltrans Specifications and of these Special

provisions.

The Contractor shall perform a pre-construction survey of all existing structures, pavements, and other aboveground facilities within the project limits prior to beginning any work. Any conflicts or issues, such as condition of structures or conflicts with utilities, shall be documented by means of written report, photographs or video tape and brought to the attention of the Engineer.

Full compensation for pre-construction survey shall be included in the contract price for the various items of work involved, and no additional compensation will be allowed therefore.

5-1.16 Preserving and Perpetuating Survey Monuments

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

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

5-1.17 Cooperation

Should construction be under way by other forces or by other contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to those limits, the Contractor shall cooperate with all the other contractors or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces. When 2 or more contractors are employed on related or adjacent work, or obtain materials from the same material source, as provided in Section 6, "Control of Materials" of the Caltrans Specifications, each shall conduct their operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible for all

damage to work, persons, or property caused to the other by their operations, and for loss caused the other due to unnecessary delays or failure to finish the work within the time specified for completion.

The Contractor shall protect from damage any utility facilities that are to remain in place, be installed, relocated, adjusted, or otherwise rearranged.

The Contractor should note that the following utility companies and other agencies maintain facilities within the project area and may have forces in the project area or adjacent thereto:

- PG&E
- AT&T and other phone companies
- City of Stockton Municipal Utilities Department
- Comcast Cable Company
- California Water Service Company

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. A minimum of forty-eight (48) hours or two (2) working days prior to beginning construction, the Contractor shall notify Underground Services Alert (USA), telephone (800) 227-2600, to have existing facilities marked in the field.

Installation and/or relocation of the aforementioned utilities and other agencies' facilities will require coordination with the Contractor's operations. The Contractor shall make necessary arrangements with the utility company and other agencies through the Engineer, and shall submit a schedule of work, verified by a representative of the utility company or other agency, to the Engineer. The Contractor shall notify the Engineer in writing one (1) month and again one (1) week prior to preparing the site for the utility relocation work or work to be done by other agencies.

The Contractor shall take care to avoid working in any area of the project, which may conflict with the work underway by the utility companies. The Contractor's construction schedule shall be prepared to avoid utility work.

The Contractor shall cooperate completely with all utility companies having facilities within the project area.

Attention is directed to the possible existence of underground facilities not known to the City or in a location different from that which is shown on the plans or in these Special Provisions. The Contractor shall take steps to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service.

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

SECTION 6 – CONTROL OF MATERIALS

Attention is directed to the provisions in Section 6, "Control of Materials," of the Standard Specifications, and these Special Provisions.

6-1.01 Furnished Materials

City shall furnish the following materials:

- 1) 24" x 24" warning signs
 - a) W13-1 (15 MPH),
 - b) W17-1 (Speed Hump),
 - c) W84(CA) (Speed Hump Ahead),
 - d) W85(CA) (Speed Hump Area),
- 2) 14ga x 12' Perforated Gauge Galvanized Square Post
- 3) Anchor bases, rivets and washers
- 4) Thermoplastic Chevrons (6' HS 125M)
- 5) Thermoplastic Diamonds (12' PM125WH)
- 6) Thermoplastic Bump Legends (8' 125M)
- 7) Thermoplastic striping (4" white and yellow for Speed Humps)
- 8) Safety Bar Channelizers (Park-N-Guard)
- 9) Rectangular Rapid Flashing Beacon (RRFB)
- 10) Radar Feedback Sign

Above materials shall be picked up directly from the City's Municipal Service Center located at 1465 S. Lincoln Street.

Contractor shall be responsible for lost, stolen, or damaged materials and items provided by the City.

Strapping, brackets and buckles for mounting signs to street light poles will be prearranged by City staff for Contractor to receive materials from Capitol Traffic Services, (916) 501-1601 or (209) 469-2663.

6-1.02 Quality Assurance Program

Refer to Instruction to Bidders.

6-1.03 Pre-qualified and Tested Signing and Delineation Material

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

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

and was manufactured in accordance with the approved quality control program.

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

Materials and products will be considered for addition to said approved pre-qualified and tested list if the manufacturer of the material or product submits to the Division of Traffic Operations of the California Department of Transportation a sample of the material or product. The sample shall be sufficient to permit performance of all required tests. Approval of such materials or products will be dependent upon a determination as to compliance with the Specifications and any test the California Department of Transportation may elect to perform. The list of approved pre-qualified and tested signing and delineation materials and products can be found at the California Department of Transportation Web Site:

<https://dot.ca.gov/-/media/dot-media/programs/engineering/documents/mets/signing-and-delineation-materials-criteria-a11y.pdf>

SECTION 7 – LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

7-1.01 General

Attention is directed to Section 7 “Legal Relations and Responsibility to the Public” of the Caltrans Specifications, Standard Specifications, and these Special Provisions.

7-1.02 Maintaining Public Convenience and Safety

Attention is directed to Sections 7-1.03, "Public Convenience", 7-1.04, "Public Safety", and Section 12, "Temporary Traffic Control", of the Caltrans Specifications. Attention is also directed to Part 6 of the California MUTCD and Sections 7-1.03, "Public Convenience", 7-1.04, "Public Safety", of Standard Specifications, and Section 12-1.01, “Maintaining Traffic” of these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from his responsibility as provided in said sections and Part 6 of the California MUTCD.

7-1.03 Public Convenience

Contractor's attention is directed to the Section 12-1.01 “Maintaining Traffic” of these Special Provisions, Section 7-1.03 “Public Convenience” of the Standard Specifications, and these Special Provisions.

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

The Contractor shall inform the City Fire Department, City Police Department, City Traffic Department, Municipal Utilities Department (MUD), and all affected utilities no later than three (3) working days before work is to begin.

The Contractor shall provide the City with the name and telephone number (business, home and mobile) of three (3) representatives available at all times during the duration of the contract. Said names and telephone numbers shall be provided to the City of Stockton Public Works, Fire and Police Departments.

The Contractor shall circulate printed form letters, approved by the Engineer, explaining the project to be done and the length of time inconvenience will be caused by the project and deliver same to the residents and businesses to be affected at least three (3) working days before work is to commence on their street. In addition, the Contractor shall provide temporary "No Parking" signs posted three (3) working days in advance of the work. Such signs shall be placed no further than fifty (50) feet apart. The additional "No Parking" signs shall be removed upon completion of the work and the opening of the street to traffic. It shall be the Contractor's responsibility to remove any vehicles obstructing his operations.

Full compensation for conforming to the provisions in this section shall be included in the prices paid for various bid items, and no additional compensation will be made therefore.

7-1.04 Public Safety

Contractor's attention is directed to the Section 12-1.01 "Maintaining Traffic" of these Special Provisions, Section 7-1.04 "Public Safety" of the Standard Specifications, and these Special Provisions. Nothing in the specifications voids the contractor's public safety responsibilities.

All safety devices, their maintenance, and use shall conform to the latest requirements of OSHA and shall conform to the applicable provisions of the Part 6 "Temporary Traffic Control", of the **California MUTCD**. It shall be the complete responsibility of the Contractor to protect persons from injury and to avoid property damage. Adequate barricades, construction signs, flashers, and other such safety devices, as required, shall be placed, and maintained during the progress of the construction work, until the project is completed. Whenever required, 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 practicable minimum by furnishing, installing, and maintaining all necessary temporary signs, barricades, and other devices and facilities, as approved by the City Traffic Engineer. As the work progresses, the Contractor shall relocate, subject to the City Traffic Engineer's approval, such devices, and facilities as necessary to maintain proper routing. The Contractor shall notify the City Traffic Engineer a minimum of three (3) working days prior to the relocation of any traffic control devices.

Full compensation for furnishing, installing, moving, and removing of all necessary traffic control devices including, but not limited to, signing, striping, barricades, and flagging shall be included in the contract prices paid for various contract items of work and no additional compensation will be allowed therefore.

7-1.05 Indemnification and Insurance

Attention is directed to Section 7-1.05 "Indemnification" and Section 7-1.06, "Insurance" of the Standard Specifications, and Instructions to Bidders for this project.

Indemnification and Insurance shall conform to an Exhibit, which is attached to this project bid package and incorporated by this reference.

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

SECTION 8 – PROSECUTION AND PROGRESS

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

8-1.01 Time of Completion

Attention is directed to the provisions in Section 8-1.05, "Time", and 8-1.07, "Delay" of the Standard Specifications, and these Special Provisions.

The contract for the performance of the work and the furnishing of materials shall be executed within ten (10) days after the approval thereof by the City Attorney. The City will issue the Notice to Proceed following execution of the contract.

Submittals shall be delivered to the Engineer within thirty (30) calendar days of execution of contract. Contractor shall not start any work on the job site until the Engineer approves the submittals. Refer to section 5-1.04, "Submittals" of these Special Provisions. The Contractor shall only enter the jobsite prior to approval of the above submittals for purposes of measuring field dimensions and locating utilities.

Notice to Proceed will not be issued until all complete submittals have been reviewed at least once. Correction indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for changes to the contract requirements. The Engineer's review of Contractor Shop Drawing submittals shall not relieve the contractor of the entire responsibility for the correctness of details and dimensions. The Contractor shall assume all responsibility and risk for any misfits due to error in Contractor submittals. The Contractor shall be responsible for the dimension and the design of adequate connections and details.

The contract for this project is an annual contract for the calendar year 2023. The City shall have the option of extending the contract for two (2) additional one (1) year terms. Should the City extend the contract for an additional calendar year(s), the Contractor and City may by mutual agreement in writing, renew the contract and increase the contract unit pricing if the California Statewide Crude Oil Price Index has increased by at least 5% between bid opening date and the most recent monthly index. The contract unit pricing may be increased between 5% to 10%, equivalent to the California Statewide Crude Oil Price Index change, not to exceed 10% annually. The City or Contractor shall have the right to decline the contract extension if Contractor is unable to honor the maximum 10% unit pricing increase. Any contract extension will require the approval by the City Manager. At any time during the contract period, the City may purchase additional services from the Contractor at the same unit pricing quoted in the original Bidding Schedule or in the subsequent written contract extension(s). The Contractor shall be "on call" for the construction of speed humps, speed cushions, and speed tables and the installation of

City furnished advance warning and speed advisory signs and pavement markings in various neighborhoods located throughout the City of Stockton.

Following execution of the contract, the City will issue a Notice to Proceed for each phase of the project. A phase shall consist of the installation of a minimum of seven (7) speed humps, speed cushions, and/or speed tables. There is no maximum number of speed humps, speed cushions, or speed tables that may be installed during a phase. The number of construction phases will be determined by the number of neighborhoods approving traffic calming projects consisting of speed humps, speed cushions, and/or speed tables that are ready for construction during 2023. It is estimated that there will be one to three construction phases throughout the year.

The work shall commence within ten (10) days from each Notice to Proceed date and shall be diligently prosecuted to completion before the expiration of the working days specified in the Notice to Proceed for each project phase.

The Contractor shall diligently prosecute the contract work to completion within Forty (40) working days. The days to finish the punch list, provided by the City, are included in the Original Working Days. Working days for all phases of the project are estimated to be 40 days based on an estimated installation of 86 speed humps, speed cushions, and/or speed tables, and 70 signs; however, actual working days specified in the Notice to Proceed shall be determined at a rate of one (1) working day per four (4) speed humps, speed cushions and/or speed tables, one (1) working day per 5 signs, and one (1) working day per 100 feet of installed safety bar channelizers.

Should the Contractor choose to work on a Saturday, Sunday, 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. The approximate cost is \$100 per hour. Should such work be undertaken at the request of the City, reimbursement will not be required.

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

8-1.02 Liquidated Damages

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

The Contractor shall pay liquidated damages to the City of Stockton in the amount of \$3,200 (three thousand, two hundred dollars) per day for each and every calendar day in that the work, with the exception of maintenance period, remains incomplete after the expiration of the contract working days specified in these Special Provisions.

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

8-1.03 Progress Schedule

Attention is directed to Sections 8-1.02 "Schedule," 7-1.03 "Public Convenience," and 8-1.04 "Start of Job Site Activities," of the Caltrans Specifications. The Contractor shall submit a schedule of construction to the Engineer within five (5) working days following the Notice to Proceed.

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. Submit to the Engineer baseline and updated schedules consistent in all respects with the time and order of work requirements of the contract.

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.

Errors or omissions on schedules do not relieve the Contractor from finishing all work within the time limit specified for completion of the contract.

8-1.04 Pre-Construction Meeting

The City of Stockton Public Works Department will schedule a pre-construction meeting with the Contractor following award of the contract and prior to commencing work (Contact 209-937-8411). The City will issue the Notice to Proceed following execution of the Contract. This meeting will be held in the City of Stockton, Public Works Department.

8-1.05 Post-Construction Meeting

The Contractor shall attend a post-construction meeting that will be arranged by the Public Works Department (Contact 209-937-8411) after completion of work and prior to acceptance and final payment. The project Design Engineer and the project Inspector will also attend this meeting. The purpose of the meeting will be to discuss the project and any related issues that can help improve future Public Works construction projects. This meeting will be held in the City of Stockton, Public Works Department.

SECTION 9 – PAYMENT

All measurements and payments for this work shall conform to all applicable provisions of Section 9, "Measurement and Payment" of the Standard Specifications, Instructions to Bidders, and these special provisions.

No partial payment will be made for any materials that are furnished on hand, but not yet installed or incorporated in the work.

All other work as may be necessary as indicated on the plans, in the specifications, and as required by the Engineer. The work to be performed consists of furnishing all labor, materials, tools, transportation, supplies, equipment, appurtenances, fuel, and power, unless specifically excepted, necessary, or required to install all work as may be necessary as indicated on the plans, in the specifications, and as required by the Engineer.

Upon completion of each Phase of work as indicated in the Notice to Proceed for each Phase, including approved contract change orders as appropriate, the Contractor may request that the Engineer file a Notice of Partial Completion for the purposes of relief of

maintenance and release of retention.

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

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

9-1.01 Description of Work

The work, in general, consists of constructing Speed Humps, Speed Cushions, Speed Tables, asphalt dikes, warning and advisory signs, thermoplastic chevrons, diamonds, bump legends, and traffic striping. All contract work performed shall consist of furnishing all labor, materials, tools, transportation, supplies, equipment, appurtenances, fuel, and power, unless specifically expected, necessary or required for the construction and adjustments of appurtenant facilities on the job site as shown on the plans and described in these special provisions.

The work shall include, but not be limited to, the following:

- 1) Construction of asphalt concrete speed cushions over existing pavement, by LF (Attachment B Speed Cushion Detail and Attachment C Speed Cushion with Diamond Detail)
- 2) Installation of speed hump warning and advisory speed signs in advance of humps, cushions, and tables, by Each (EA)
- 3) Construction of asphalt concrete dikes over existing pavement, by LF (Attachment F Asphalt Concrete Dike)
- 4) Installation of thermoplastic chevrons on humps, cushions, and tables, by EA
- 5) Installation of thermoplastic diamonds on cushions, by EA
- 6) Installation of thermoplastic BUMP legends on pavement, by EA
- 7) Installation of Detail 22, by LF
- 8) Installation of Safety Channelizer Bars by LF (Attachment H)
- 9) Installation of Rectangular Rapid Flashing Beacon, by LS per location
- 10) Installation of Radar Speed Feedback Sign, by LS per location
- 11) Installation of City Standard Median by LS per location (Attachment I)

The number of Rectangular Rapid Flashing Beacons (RRFB) to be installed by Contractor during all Phases of the project is one (1 pair). The number of Radar Feedback Signs to be installed by Contractor during all Phases of the project is one. The number of speed humps, speed cushions, or speed tables, to be installed by Contractor during all Phases of the project is estimated to be between 86 and 96. The exact number of speed humps, speed cushions, or speed tables, their location, and approximate street widths shall be included with the Notice to Proceed for each phase of the project. The City does not guarantee a minimum or maximum number of speed hump, speed cushion or speed table installation under this contract. The City reserves the right to adjust quantities. All other work as may be necessary as indicated on the plans, in the specifications, and as required by the Engineer.

Median Curb includes supplying concrete to the site, compacting subgrade and aggregate base, forming, reinforcing, placing concrete, removing forms, curing, finishing, loading and removing waste materials from the site, and constructing the facilities as described in Section 73 of the Caltrans Standard Specification, and described in these Special Provisions.

Traffic Calming measures/device locations will be provided to awarded contractor at the pre-construction meeting.

9-1.02 Coordination for Work Done by City

The Engineer or designated City staff will mark the exact locations of each advance warning/advisory sign or marking, speed hump, speed cushion, speed table prior to start of construction.

The Contractor shall notify the Engineer a minimum of three (3) working days prior to construction of the speed humps, speed cushions, and/or speed tables to allow for coordination with City staff for the above noted work. Any delay due to the failure of the Contractor to give sufficient time notice to the Engineer shall be the contractor’s sole responsibility.

Full compensation for coordination with the City shall be considered as included in the prices paid for the various contract items, and no additional compensation will be allowed therefore.

9-1.03 Quantities

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

ITEM NO.	ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITY
1	Install Asphalt Concrete Speed Humps over Existing Pavement	LF	50
2	Install Asphalt Concrete Speed Cushions over Existing Pavement	LF	2000
3	Install Asphalt Concrete Speed Tables over Existing Pavement	LF	60
4	Install Asphalt Concrete Dikes over existing pavement	LF	2
5	Install City Furnished Advance Warning and Advisory Speed Signs, bases, posts (at City Option)	EA	80
6	Install City Furnished Thermoplastic Chevrons	EA	300
7	Install City Furnished Thermoplastic HOV Diamonds	EA	45

	whererequired		
8	Install City Furnished Thermoplastic BUMP Legends where required	EA	130
9	Install City Furnished 4" Thermoplastic on Humps, Cushions, Tables where required	LF	60
10	Install Detail 22	LF	1200
11	Install City Furnished Safety Bar Channelizers (Park-n-Guard) over existing pavement	LF	400
12	Install Rectangular Rapid Flashing Beacon (RRFB)	LS	1
13	Install Radar Feedback Sign	LS	2
14	Install City Standard (R-31) Median 4' x 50' Stamped Concrete Running Bond Pattern, Davis Colors-Brick Red	LS	1

Each bidder shall bid each item on the Base Bid Schedule. Failure to bid an item shall be just cause for considering the bid as non-responsive. Line-item costs should include all Contractor's overhead and profit and indirect costs. Basis of award of contract shall be the Total Bid amount. The unit price shall be the basis for calculating payment for actual work done. The City reserves the right to include or delete any Schedule or portion thereof, or to reject all bids.

Official bid documents, including plans and specifications are available online at <http://www.stocktongov.com/services/business/bidflash/pw.html?dept=Public Works>.

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

9-1.04 Prompt Progress Payment to Subcontractors

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction, and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE subcontractors.

9-1.05 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.

Fund 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.

9-1.06 Mobilization

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work on the project; and for all other work and operations which must be performed, or costs incurred prior to beginning work on the various contract items on the project site.

Full compensation for mobilization shall be considered as included in the prices paid for various contract items, and no additional compensation will be allowed therefore.

9-1.08 Stop Notice

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

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

DIVISION II GENERAL CONSTRUCTION

SECTION 10 – GENERAL CONSTRUCTION

10-1.01 Order of Work

The order of work shall conform to the Contractor's approved project schedule described in Section 8-1.03, "Progress Schedule", of these Special Provisions.

Contractor's attention is directed to the Public Safety, Public Convenience, and Maintaining Traffic sections of these Special Provisions. Nothing in this section shall be construed as to relieve the Contractor of his/her responsibility to stage the work in a

manner which complies with the requirements of these sections.

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

The Contractor shall stage and sequence the work as follows:

1. The first order of work shall be the ordering of all items required, after all submittals are approved by the Engineer, for this project which may have long lead times to assure that their acquisition is not the cause for any delays. The contractor shall furnish the Engineer with statements from the vendors that the order for the said equipment has been received and accepted by said vendors. These statements shall be furnished within ten (10) working days of the Notice to Proceed date.
2. Obtain all necessary permits.
3. The Contractor shall prepare a Traffic Control Plan in accordance with the provisions in Section 12-1.01, "Maintaining Traffic" of these special provisions and shall provide it upon request by the Engineer.
4. Prior to the start of construction, the Contractor shall verify the location and depth of all existing utilities and underground facilities within the project limits. The Contractor shall notify the Engineer of any discrepancies between the conditions in the field and the plans.
5. Upon award of the Construction Contract by Stockton's City Council (Notice of Award) the Contractor shall prepare all project submittals for City review as set forth in Section 5-1.04, "Submittals" of these Special Provisions.
6. Refer to the plans for additional staging requirements.

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

10-1.02 Alternative Equipment

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 installation equipment may be requested by the Engineer for the above reason. 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 working days.

10-1.03 Inspections

All work under this contract shall be under the control and inspection of the City Engineer or his/her appointed representative. The Contractor shall notify the Public Works Department, at (209) 937-8381, three (3) working days in advance of any construction.

10-1.04 Obstructions

Attention is directed to Section 5-1.36, "Property and Facility Preservation" of Caltrans Specifications, Sections 7-1.05, "Indemnification" and Section 7-1.06, "Insurance", of the Standard Specifications and Section 15, "Existing Facilities", of the Caltrans Specifications.

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety, and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to, conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases, natural gas in pipelines six (6) inches or greater in diameter, or pipelines operating at pressures greater than 415 KPa (gage); underground electric supply system conductors or cables with potential to ground of more than 300V, either 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)	(811) 227-2600 (800) 227-2600

Relocations or repairs necessitated because of existing facilities, which are not shown on the plans or are shown at substantially different locations than existing, may be paid as extra work in accordance with Section 4-1.02, "Changes and Extra Work", of these Special Provisions, but only if the Engineer rules that the Contractor exercised due diligence in his operation. Due diligence may be determined by the Engineer by reviewing surface and subsurface conditions that were existing prior to exposing the facility and determining the absence of any signs sufficient to warn a diligent Contractor of the possible existence of a facility in the area.

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

Delays due to encountering unexpected facilities shall be determined and compensated in accordance with the provisions of Section 8-1.07, "Delays", of the Standard Specifications, and as herein modified. Delays due to encountering unexpected facilities shall be compensated as additional contract working days to the contractor. Contractor shall submit a written request to the Engineer requesting time extension due to the delay. No other compensation is allowed.

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

10-1.05 Surface Restoration

Surface restoration shall consist of restoring all areas within the limits of work to their original existing condition prior to construction or to the condition shown on the plans or specified in the Specifications.

The Contractor shall restore all paved areas, such as driveways, curb and gutter, sidewalk, roadway surfaces, ditches, etc., landscaped areas, and all other improvements disturbed or damaged by his operations.

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

10-1.06 Traffic Striping and Pavement Marking

Thermoplastic traffic stripes (traffic lines) and pavement markings shall be applied in conformance with the provisions in Section 84, "Traffic Striping and Pavement Markings," of the Caltrans Standard Specifications and these special provisions. All pavement legends, arrows and crosswalks shall be installed with hot applied thermoplastic pavement markings.

Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

Thermoplastic traffic stripes and pavement markings shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

If pavement markings are applied to existing surface over existing painted legends (arrows and crosswalks), existing pavement legends (arrows and crosswalks) shall be removed before thermoplastic material is applied. For either material, pavement shall be preheated to remove all residual moisture prior to installation.

Full compensation for installation of thermoplastic traffic stripe, pavement markers and pavement markings shall be considered as included in the prices paid for the various contract items, and no additional compensation will be allowed therefore.

10-1.07 Removal of Existing Traffic Striping and Pavement Marking

Legends, striping and markings that are to be removed by this contract shall conform to Section 15-2.028 Traffic Stripes and Pavement Markings of the Caltrans Standard Specifications and shall be removed by grinding or other method with prior City approval. All removed traffic stripes and pavement markings and excess material shall become the property of the contractor and shall be disposed of in a legal and proper manner.

Conflicting striping and pavement markings shall be removed before the installation of new striping and pavement markings, and when no longer required for traffic lane delineation as directed by the Engineer, shall be removed and disposed of. New striping and pavement markings shall be installed within 24 hours of removal of old striping and pavement markings. **No black-out (painting)** of existing stripes or markers is acceptable as removal.

Nothing in these special provisions shall relieve the Contractor of the Contractor's responsibilities as specified in Section 7-1.04, "Public Safety," of these special provisions and the Standard Specifications.

Full compensation for removal of traffic stripe, pavement markers and pavement markings shall be considered as included in the contract price paid for the various items of work and no additional compensation will be allowed therefore.

SECTION 11 – BLANK

SECTION 12 – TEMPORARY TRAFFIC CONTROL

Attention is directed to Part 6 of the California MUTCD, and Sections 12, "Temporary Traffic Control", of the Caltrans Specifications, Standard Specifications, and these Special Provisions.

12-1.01 Maintaining Traffic

Attention is directed to Part 6 of the California MUTCD, Sections 7-1.03, "Public Convenience", 7-1.04, "Public Safety", Section 12-4 "Maintaining Traffic", of the Caltrans Specifications, and Section 10-1.01, "Order of Work", of these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from the responsibilities specified in these sections.

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

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

may conflict with any detours.

The "Traffic Control Plan" shall conform to the typical traffic control details included in the Caltrans Standard Plans, Part 6 of the California MUTCD, and the requirements of Section 12-1.02, "Traffic Control System for Lane Closure", of these Special Provisions. The Traffic Control Plan shall include, but not be limited to, detailed requirements for the following:

- ◆ Traffic control devices, including signs and markings.
- ◆ Construction routes, phasing and/or staging of both the roadway and sidewalk areas.
- ◆ Employee, Customer, and Business/Delivery access to adjacent property.
- ◆ Emergency vehicles access.
- ◆ Bus, refuse collection, and mail delivery access.
- ◆ Any parking zones to be removed on a temporary basis.
- ◆ Any temporary "No Parking" zones.
- ◆ Pedestrian and bicyclist access.

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

Traffic Lane and Sidewalk Closures

Lanes and sidewalks may be closed only as indicated in the Section 12, of these Special Provisions. Except for work required under Section 7-1.03 "Public Convenience" and Section 7-1.04, "Public Safety" of the Standard Specifications, work that interferes with public traffic shall be performed only as indicated. Traffic lane and sidewalk closures shall conform to the following requirements:

Lane closure, a maximum of one lane in each direction of travel, not less than twelve (12) feet wide, shall be permitted only between the hours of 9:00 a.m. and 3:30 p.m. Any lane closures other than specified shall be approved by the Engineer.

Standard working hours shall be 8:00 a.m. to 5:00 p.m. Any extended working hours require the approval of the Engineer.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic.

Adequate ingress and egress shall be maintained throughout the project limits for fire, police, and other emergency vehicles. The Contractor shall provide adequate ingress and egress for residences, property owners, and abutting business owners to their respective properties except when performing work at their specific locations.

Also, the Contractor shall provide adequate signing, barricades and flashers or portable flashing beacons, flaggers, and other equipment and personnel necessary to adequately control and direct traffic in a safe manner. The Contractor shall maintain all barricades,

flashers, and detour signs twenty-four (24) hours a day, including covering signs during non-construction hours. The Contractor shall also provide the City with the names and telephone numbers of three (3) representatives available at all times.

Except as otherwise allowed by the Engineer, "long term" and temporary closures shall be removed, and the full width of the traveled way shall be open for use by public traffic when construction operations are not actively in progress during the working period or successive working periods.

The contractor shall provide 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 it exists, at each intersection at all times.

Whenever Contractor's vehicles or equipment are parked within six (6) feet of a traffic lane, the area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the traffic lane at twenty-five (25) foot intervals to a point not less than twenty-five (25) feet past the last vehicle or piece of equipment. A minimum of nine (9) cones or portable delineators shall be used for the taper. A W20-1 (Road Work Ahead) sign shall be mounted on a portable sign stand with flags. The sign shall be placed where directed by the Engineer.

Maintaining Pedestrian Access

Attention is directed to Section 16-2.02, "Temporary Pedestrian Facilities" of the Caltrans Specifications and these Special Provisions. 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 exposure of risk to accidents. The 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.

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.

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

progress.

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

Minor deviations from the requirements of this section, which do not significantly change the cost of the work, may be permitted upon the written request of the Contractor if, in the opinion of the Engineer, public traffic will be better served, and the work expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved them in writing. All other modifications will be made by contract change order.

12-1.02 Traffic Control System for Lane Closure

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

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

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

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

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

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

components of a traffic control system, and shall be in place before a lane closure requiring its use is completed.

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

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

Full compensation for furnishing all labor (including flagging costs), materials (including signs), tools, equipment, and incidentals, and for doing all the work involved in lane closures, including placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system, as shown on the plans, as specified in the Caltrans Specifications and these Special Provisions, and as directed by the Engineer, shall be included in the contract prices for the various items of work involved, and no additional work compensation will be allowed therefore.

12-1.03 Temporary Pavement Delineation

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

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

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

12-1.04 Construction Area Signs

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

The Contractor shall mount project informational construction signs on Type 1 barricades and place one sign on each approach to the construction zone. The signs shall include the dates that construction will take place, the name, and phone number of the Contractor.

Full compensation for furnishing, installing, maintaining, and removing construction area signs shall be considered as included in the prices paid for the various contract items, and no additional compensation will be allowed therefore.

12-1.05 Barricades and Channelizers

Barricades shall be furnished, placed, and maintained at the locations shown on the approved Traffic Control Plan (TCP), specified in Part 6 of the California MUTCD, in the Standard Specifications or in these Special Provisions or where designated by the Engineer. Barricades shall conform to the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications and these Special Provisions.

Attention is directed to Section 6-1.03 "Pre-qualified and Tested Signing and Delineation Material" of these special provisions regarding retroreflective sheeting for barricades.

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

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

Channelizers shall conform to the provisions in Section 6-1.03 "Pre-qualified and Tested Signing and Delineation Material" of these Special Provisions.

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

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

12-1.06 Payment

Full compensation for all work under Section 12, "Temporary Traffic Control", shall be considered as included in the contract prices for the various items of work involved, and no additional work compensation will be allowed therefore.

SECTION 13 – WATER POLLUTION CONTROL

Attention is directed to Sections 13, "Water pollution Control", of the Caltrans Specifications, these Special Provisions, and as directed by the Engineer.

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

Full compensation for water pollution control shall be considered as included in the prices paid for various items of work, and no additional compensation will be allowed therefore.

SECTION 14 – ENVIRONMENTAL STEWARDSHIP

Attention is directed to Sections 14, "Environmental Stewardship", of the Caltrans Specifications, these Special Provisions, and as directed by the Engineer.

14-1.01 Air Pollution Control

Attention is directed to Section 14-9.02 "Air Pollution Control" of the Caltrans Specifications.

Comply with air pollution control rules, regulations, ordinances, and statutes that apply to work performed under the contract, including air pollution control rules, regulations, ordinances, and statutes provided in government code 11017 (Pub. Cont. Code 10231).

Do not burn material to be disposed of.

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

14-1.02 Dust Control, Apply Water, Site Maintenance, and Cleanup

Dust control shall conform to any requirements set forth in the San Joaquin Valley Air Pollution Control District Construction Notification Form, the provisions in Section 14-9, "Air Quality" of the Caltrans Specifications, and these Special Provisions. Use of water except for recycled, reclaimed, or other non-potable water for the purpose of dust control or other construction uses unless for health or safety purposes is prohibited.

All dust control operations shall be performed by the Contractor at the time, location and in the amount ordered by the Engineer. The application of either water or dust palliative shall be under the control of the Engineer at all times." Watering shall conform to the provisions of Section 13 "Water Pollution Control" of the Caltrans Specifications and these Special Provisions. Attention is also directed to Section 18 "Dust Palliatives" of the Caltrans Specifications and these Special Provisions.

The Contractor shall conduct and cause all working forces at the site to maintain the site in a neat, orderly manner throughout the construction operations. The work shall be conducted in a manner that will control the dust. When ordered to provide dust control,

the Contractor shall use water to reduce the dusty conditions all to the satisfaction of the Engineer. A permit shall be obtained from the Municipal Utilities Department, or California Water Service, as applicable, for construction water obtained from City hydrants. This permit shall be approved by the City of Stockton Fire Department.

During construction, the Contractor shall remove all rubbish and debris as it is generated. The Contractor shall pay to the City of Stockton the sum of Two Hundred Fifty Dollars **(\$250)** for every calendar day where debris has remained on the job site overnight. Upon completion of the work, the Contractor shall remove all equipment, debris, and shall leave the site in a neat, clean condition all to the satisfaction of the Engineer.

14-1.03 Sound Control Requirements

The Contractor's attention is directed to Section 14-8.02 "Noise Control" of the Caltrans Specifications. Nothing in the Caltrans Specifications or these Special Provisions voids the Contractor's public safety responsibilities or relieves the Contractor from the responsibility to comply with other ordinances regulating noise level.

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without the muffler.

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. All equipment shall have sound-control devices that are no less effective than those provided on the original equipment. No equipment shall have an unmuffled exhaust.

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.

As directed by the Engineer, the contractor shall implement appropriate additional noise mitigation measures as warranted. These could include, but are not specifically limited to, changing the location of stationary construction equipment, turning off idling equipment, rescheduling construction activity, notifying adjacent residents in advance of construction work and installing acoustic barriers around stationary construction noise sources. Furthermore, construction activities shall be limited to the time period between 8:00 a.m. and 5:00 p.m.

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

SECTION 15 – NOT USED

SECTION 16 – NOT USED

DIVISION III EARTHWORK AND LANDSCAPE

SECTION 17 – EARTHWORK AND LANDSCAPE

17-1.01 Clearing and Grubbing

Clearing and Grubbing shall conform to the requirements of Section 16, "Clearing and Grubbing", of the Standard Specifications, Section 17-2, "Clearing and Grubbing", of the Caltrans Specifications, and these Special Provisions.

Payment for removal of existing highway facilities for which specific bid items are not provided, shall be considered as included in the contract prices paid for various items of work, and no additional compensation will be provided therefore.

All materials removed shall be off hauled and disposed of by the Contractor.

Attention is directed to Section 19-1.03D, "Buried Man-Made Objects", of the Caltrans Specifications.

Existing underground structures, trash, debris, loose fill, tree roots, tree remains, organic surficial soil, and other rubbish shall be removed or otherwise disposed of so as to leave the areas that have been disturbed with a neat and finished appearance, free from debris. Depressions left from any removals shall be properly filled and compacted in accordance with these Special Provisions, and as directed by the Engineer.

The methods for removal of subsurface irrigation and utility lines will depend on the depth and location of the line in relation to planned improvement. Unless otherwise specified, remove the pipe, and compact the soil in the trench according to the applicable portions of these Special Provisions.

Where loose, uncompacted fill occurs at the surface of the site, the materials shall be excavated to expose firm natural ground or previously compacted fill. The exposed surface shall then be prepared to receive fill in accordance with the applicable portions of these Special Provisions.

Nothing herein shall be construed as relieving the Contractor of his responsibility for final cleanup of the highway as provided in Section 4-1.13, "Cleanup", of the Caltrans Specifications.

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

DIVISION IV – SUBBASES AND BASES - NOT USED

DIVISION V SUBSURFACE AND PAVMENTS

SECTION 39 – ASPHALT CONCRETE

39-1.01 Asphalt Concrete

Attention is directed to the provisions of Section 39-2, "Hot Mix Asphalt", of the Caltrans Specifications, and Section 39 of the Standard Specifications.

If requested by the Engineer, the Contractor shall provide a ski on the paving machine.

If poor quality paving joints show deterioration or open areas that allow water through the paving within one (1) year of paving, the Contractor will be required to fog seal for the full joint length for a minimum six (6) foot wide pass. All costs for seal will be at no additional cost to the City of Stockton.

Asphalt concrete shall not be placed adjacent to the curb and gutter until the area behind the curb and gutter is fully backfilled and compacted. It shall be the Contractor's responsibility, based on weather predictions, to schedule his paving operations to avoid paving in the rain or fog. If the day's operations are canceled because of predicted rain or fog, a non-working day will be allowed regardless of actual working conditions. The Engineer will determine whether the day's operation shall be canceled due to predicted rain or fog.

Asphalt concrete shall not be placed on any surface, which contains ponded water or excessive moisture in the opinion of the City Engineer.

If paving operations are in progress and rain or fog forces a shutdown, loaded trucks in transit shall return to the plant, and no compensation will be allowed therefore.

The Contractor shall furnish and use canvas tarpaulins to cover all loads of asphalt from the time that the mixture is loaded until it is discharged from the delivery vehicle, unless otherwise directed in writing by the Engineer.

The area to which tack coat (binder) has been applied shall be closed to public traffic. Care shall be taken to avoid tracking binder material onto existing pavement surfaces beyond the limits of construction.

No traffic shall be allowed on to the area to which tack coat has been applied with the exception of vehicles unloading asphalt concrete. All vehicles involved with the Contractor's operations shall turn around within the road right-of-way. Driveways and other private property shall not be used without prior written consent of the involved property owner, a dated copy of which shall be delivered to the Engineer prior to the use thereof.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing asphalt concrete, complete in place, shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefore.

DIVISION VI – STRUCTURES - NOT USED

DIVISION VII – DRAINAGE FACILITIES – NOT USED

DIVISION VIII – MISCELLANEOUS CONSTRUCTION

SECTION 77– LOCAL STRUCTURE

77-1 TRAFFIC CALMING MEASURES

Install traffic calming design features including but not limited to speed humps, speed cushions, speed tables, and dikes. Asphalt concrete shall be Type A, ½“aggregate Performance Grade, PG 64-10, in accordance with the provisions of Section 39, “Asphalt Concrete,” of the Standard Specifications and Section 92, “Asphalts,” of the Caltrans Specifications and these Special Provisions.

77-1.01 Scope

- a. Work covered under this division shall include furnishing all labor, material, tools, equipment, and incidentals and doing all work involved which is required:
 - 1) for the complete installation of traffic calming measures, including but not limited to speed humps, speed cushions, and speed tables, and
 - 2) for complete installation of warning and advisory signs, thermoplastic striping, pavement markings and pavement legends in advance of and/or on traffic calming measures, and
 - 3) for complete installation of safety channelizer bars (park-n-guard)
 - 4) for the complete installation of the Rectangular Rapid Flashing Beacon Assembly electrical
 - 5) for the complete installation of Radar Feedback Sign Assembly
- b. Work or equipment not specified or shown on the Plans which is necessary for the proper operation of the work in this area shall be provided and installed at no additional cost to the City.
- c. The 18” channelizer shall be installed at 12” gap with anchors and screws.

77-1.03 Description

Traffic Calming measures shall be installed at the locations shown on the Plans provided with the Notice to Proceed, and as marked in the field. Work or equipment not specified or shown on the Plans which is necessary for the proper operation of the work in this section shall be provided and installed at no additional cost to the City.

Any Contractor-requested change, from approved Plans and Specifications, shall be made in writing to the City. No changes shall be made in the field without written approval of requested changes by the City.

The contractor is responsible to take all necessary precautions and use best practices in the industry to perform all work require to complete the project.

Tack coat must be applied prior to installation of all speed humps, speed cushions, speed tables, and dikes. Tack coat shall be SS-1h type emulsion applied at a rate of 0.02 gallons per square yard up to a maximum of 0.10 gallons per square yard.

As directed by the Engineer, suitable feathered connections to existing pavement shall

be made.

The Contractor shall construct speed humps, speed cushions, and speed tables at the exact locations marked on the pavement by the Engineer or designated City staff. The speed hump, speed cushion, and speed table street list and location maps provided with the Notice to proceed for each phase of the project will show the general locations only. The Contractor shall construct speed humps and speed tables across the entire width of the street from lip-of-gutter to lip-of-gutter as shown in Attachment A – Speed Hump Detail and Attachment D – Speed Table Detail. Street widths in Attachments provided with each Notice to Proceed are measured from lip-of-gutter to lip-of-gutter. Measurements are approximate only. The Engineer will not accept any speed hump or speed table that is less than three and one quarter inches (3 ¼”) in height or exceeds a maximum three- and three-quarter inches (3 ¾”) in height or that is not of the shape as shown in Attachment A and Attachment D.

The number of speed cushion modules and their spacing varies depending upon the street width, with a typical 40’ road (curb-to-curb) requiring four 6.5’ wide speed cushion modules spaced per Attachment B - Speed Cushion Detail. Narrower roadways may require three 6.5’ wide cushion modules; similarly, wider streets may require five or more speed cushion modules. The number of 6.5’ wide speed cushion modules required at each location and layout diagrams with specific street widths shall be provided in the Notice to Proceed for each phase of the project. On streets with an odd number of cushion modules (3 or 5), the center cushion will require installation of a configured 6’ thermoplastic diamond per Attachment C - Speed Cushion Detail, unless otherwise specified.

Unless otherwise directed by the Engineer or designated City staff, the Contractor shall install bases, posts, speed hump warning and advisory speed signs at the exact locations marked by the Engineer or designated City staff on the pavement in advance of each speed hump, speed cushion or speed table (see Attachment E-Signs & Markings). The sign location list and map provided with the Notice to Proceed will show the general locations only.

As specified in Sections 5-1.07, 5-1.15 and 10-1.04 of these special provisions, the Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least two (2) working days, but not more than fourteen (14) calendar days, prior to commencing any excavation for sign posts.

All excavations required to install all the signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes. The post hole diameter, if backfilled with Portland cement concrete shall be at least 4 inches greater than the longer dimension of the post cross section (refer to Standard Specifications, Drawing R-109).

Permanent warning and advisory signs may be installed prior to construction of speed humps, speed cushions and/or speed tables. If installed more than one week prior to construction, signs shall remain covered until construction is completed. If not installed prior to construction, warning and advisory signs and all markings must be installed within

48 hours of construction. Warning signs on Type 1 barricades shall remain in place at traffic calming measures until permanent warning signs are installed.

Speed humps, speed cushions and speed tables shall be measured by the lineal foot of asphalt concrete material placed. No payment will be made for gaps in speed cushions. The Engineer shall make final measurements in the field.

Centerline striping shall conform to the striping details shown in Attachment G. The Contractor shall place control points for the Engineer to review and approve. Additional "cat tracks" shall obtain approval from the Engineer on all striping cat tracks prior to final application and striping.

Stamped and colored Concrete Median Paving integral color shall be Davis Colors "Brick Red" and will be integral with the concrete mix. Use "Running Bond New Brick" pattern from Scofield, or approved equal. Seal with two coats of sealer per manufacturer's recommendation. Full compensation for furnishing all labor, materials, tools, equipment and incidentals, traffic control, and doing all work involved in installing various items of work shall be considered as included in the contract and described in these Special Provisions and as directed by the Engineer.

77-1.04 Materials General

Attention is directed to Section 6 of Standard Specifications, except as provided under "City-furnished Materials" of these Special Provisions, the Contractor shall furnish all other materials required to complete the work under this contract.

77-1.05 Rectangular Rapid Flashing Beacons

Installing a rectangular rapid flashing beacon (RRFB) system consisting of multiple assemblies shall conform to the latest applicable provisions of the Caltrans, California MUTCD, and City of Stockton Standard Specifications and Plans, and the project plans and these Special Provisions. Materials shall be furnished by City.

Each RRFB assembly may consist of, but is not limited to, light indications, wireless communication equipment, solar power equipment, and electrical components (wiring, solid-state circuit boards, etc.). An assembly may include the following items:

Light Indications

- Each indication shall be a minimum size of approximately 7" wide x 3" high.
- Two indications shall be installed on an assembly facing each direction of approaching vehicular traffic. The two indications shall be aligned horizontally, with the longer dimension of the indication horizontal, and a minimum space between the two indications of approximately 7" measured from inside edge of one indication to inside edge of second indication.
- A single indication shall be installed on an assembly facing in the direction of approaching pedestrian traffic to serve as a confirmation for the pedestrian that the system has been activated.
- The outside edges of the two indications, including any housing, shall not protrude beyond the outside edges of the integral signage of the assembly.

- The light intensity of the indications shall meet the minimum specifications of the Society of Automotive Engineers (SAE) standard J595 (Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) dated March 2014. Contractor shall furnish a Certificate of Compliance for this standard.
- Each indication shall be located between the bottom of the crossing warning sign and the top of the supplemental downward diagonal arrow plaque.
- All exposed hardware shall be anti-vandal.

Sign

- All signs shall be supplied and installed as part of this bid item.

Control Circuit

- The control circuit shall have the capability of independently flashing up to two independent outputs. The LED light outputs and flash pattern shall be completely programmable.
- The flashing output shall be the wig-wag plus simultaneous (WW+S) pattern in accordance with FHWA official ruling number 4(09)-41 (I).
- Flash rates with the frequencies of 5 to 30 flashes/second shall not be used to avoid inducing seizures.
- When activated, the RRFB shall operate for a predetermined interval based on MUTCD procedures for timing of pedestrian clearance times for pedestrian signals. Coordinate with the Engineer for this interval.
- The control circuit shall be installed in a NEMA 3R (minimum) rated enclosure.
- All circuit connectors shall be rated dust proof and protected from temporary immersion in water.

Battery

- Battery unit shall be rated for operation in northern climates and capable of between 200-500 daily actuations.
- All batteries shall be sealed in a plastic film to provide moisture corrosion resistance.
- All batteries shall operate between the temperatures of -20°C to +60°C.
- All battery connectors shall be dust proof and protected from temporary immersion in water.

Wireless Radio

- Radio shall integrate with communication of RRFB system control circuit to activate light indications from pushbutton input.
- The Radio shall synchronize all of the remote light indications so they will turn on within 120msec of each other and remain synchronized through-out the duration of the flashing cycle.
- Radio systems shall operate from 3.6vdc to 15vdc.

Solar Panel

- The solar panel shall be sized according to the weather and field conditions to maximize performance.
- The solar panel shall be mounted to an aluminum plate and bracket at an angle of 45° - 60°.
- All fasteners used shall be anti-vandal.
- All solar panel connectors shall be dust proof and protected from temporary immersion

in water.

Pushbutton

- The pushbutton shall be City-furnished and installed as indicated on the Plans.

Pedestal Shaft

- The pedestal shaft shall be City-furnished and installed as indicated on the Plans

Pedestal Base

- The pedestal base shall be City-furnished and installed as indicated on the Plans.

Concrete Base

- The concrete base and anchor bolts shall be furnished and installed as indicated on the Plans.

Hardware

- City shall furnish all hardware, connections, etc. to make the RRFB system fully operational.

Full compensation for providing all labor, tools, equipment, materials and incidentals, and for doing all the work involved in installing a solar powered rectangular rapid flashing beacon (RRFB) system consisting of multiple assemblies shall be considered as included in the contract prices paid for Crosswalk Sign, RRFB, Push Button & Assembly (Labor Only) and no additional compensation will allowed therefore. RRFB assembly shall be furnished by City. Contractor provides and furnish any and all other materials required shall be included in the contract price.

DIVISION X ELECTRICAL WORK – NOT USED

DIVISION IX TRAFFIC CONTROL DEVICES

SECTION 84 – MARKINGS

84-1.01 Traffic Stripes, and Pavement Markings

Traffic stripes and pavement markings and legends, including chevrons, and diamonds, shall be placed as shown on the plans, must comply with the California MUTCD and Sections 84, "Markings of the Caltrans Specifications" and Attachment E, as modified herein, and as directed by the Engineer. All pavement traffic stripes, legends, arrows and crosswalks shall be installed with hot applied thermoplastic pavement material.

Use appropriate installation procedures according to manufacturer specifications. Pavement shall be preheated to remove all residual moisture prior to installation.

Configuration of traffic stripes, pavement markings, chevrons, and diamonds, shall conform to the detail and methods as set forth in the latest issue of the State of California MUTCD and Caltrans Specifications, unless specifically modified on the plans.

Thermoplastic material shall be applied only to the dry pavement surfaces and only when the pavement temperature is above fifty (50°F) degrees Fahrenheit. Thermoplastic shall be applied only on a thoroughly dry surface and during periods of favorable weather.

The Contractor shall make all necessary conform striping as required. The completed stripes and markings shall be sharp and clear with clean, well-defined edges.

Any damage by the elements to the newly stripe or marking due to the failure of any Contractor to protect his work shall be repaired by him at no additional cost. Any tracking of fresh thermoplastic material onto unpainted surfacing shall be removed by any methods to the satisfaction of the Engineer.

The contract price paid for signs and striping shall include full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all the work involved in placing traffic striped, painted curbs, pavement markings, pavement markers and legends, including any necessary cat tracks and layout work, dribble lines placement, removal and disposal of any and all conflicting striping and pavement markers, complete in place, as shown on the plans, as specified in the Caltrans Specifications and these Special Provisions, and as directed by the Engineer.

SECTION 87 – RADAR SPEED FEEDBACK SIGN

The contract price paid for Solar-Powered Radar Speed Sign Assembly on new 1-B pole or existing street light pole shall include, but not limited to, performing pothole and investigating for utility conflict, excavation, picking up and installing City-furnished materials (if any), furnishing and installing solar panel, pole, foundation, wiring, connection, signages, pull boxes, conduits, grounding, coordination with manufactory and all other components necessary to install and activate a complete system, as indicated on the Plans, described in Section 86 and 87, "Electrical Systems", of the Caltrans Standard Specifications, and described in these Special Provisions, and no additional compensation will be allowed therefore.

Solar-Powered Radar Speed Sign Assembly shall conform to Section 87-14, "Radar Speed Feedback Sign Systems", of the Caltrans Specifications, and these Special Provisions.

DIVISION XI MATERIALS

SECTION 90 – CONCRETE

Attention is directed to the Section 90, "Concrete" of the Standard Specifications and these Special Provisions.

90-1.01 Minor Concrete

Section 90-2, "Minor Concrete", of the Caltrans Specifications is amended by adding the following:

Mineral admixture will be required in the manufacture of concrete containing aggregate that is determined to be "deleterious" or "potentially deleterious" when tested in

accordance with ASTM Designation: C 289. The use of mineral admixture in such concrete shall conform to the requirements in Section 90-1.02 of the Caltrans Specifications, "Materials", except the use of Class C mineral admixture will not be permitted.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in placing minor concrete shall be including in the various item of work involving minor concrete work.