

**SPECIAL PROVISIONS**  
**FOR**  
**CALAVERAS RIVER BICYCLE AND**  
**PEDESTRIAN PATH PROJECT**

**ATPL 5008 (143)**

**City of Stockton Project No.: PW 1437**

**Prepared for**  
**City of Stockton**

**Prepared by**  
**Echelon Transportation Group**

**Dated: September 7, 2016**

## CITY PROJECT NO. PW143

The special provisions contained herein have been prepared by or under the direction of the following Registered Persons.



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REGISTERED CIVIL ENGINEER



September 7, 2016

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## TO BIDDERS

### SPECIAL 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 MUTCD, as referenced therein, and in accordance with the following Special Provisions. To the extent the California Department of Transportation Standard Specifications implement the STATE CONTRACT ACT, they shall not be applicable since the City of Stockton is not subject to said ACT.

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

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

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

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

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

In the event where provisions of codes, safety orders, contract documents, referenced manufacturer's specifications or industry standards are in conflict, the more restrictive and higher quality shall govern.

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these specifications, the special provisions, or the plans, the Contractor shall apply to the Engineer in writing for such further explanations as may be necessary and shall conform to them as part of the contract. All responses from the Engineer shall be in writing. In the event of any doubt or question arising respecting the true meaning of these specifications, the special provisions or the plans, reference shall be made to the Engineer, whose decision thereon shall be final.

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

**1-1.02 Plans**

The bidder's attention is directed to the provisions in Section 1-1.03 "Terms and Definitions", of the Standard Specifications and 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 -	Latest City of Stockton, Standard Plans and Specifications, and any amendments and revisions thereto.
Caltrans Specifications -	State of California, Department of Transportation, Latest Standard Plans and Specifications (2015), and any amendments and revisions thereto.
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:

Saturdays, Sundays, and City recognized holidays as shown on the 2016 City Calendar.

#### **1-1.04 Proposal Requirements and Conditions**

##### ***General***

The bidder's attention is directed to the "Notice to Contractors" for the date, time and location of the mandatory job walk/pre-bid meeting, if applicable.

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

The Bidder's Bond form mentioned in the last paragraph in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications will be found following the signature page of the Proposal.

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

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

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

**SECTION 2 – BLANK**

## **SECTION 3 – AWARD AND EXECUTION OF CONTRACT**

### **3-1.01 Contract Award**

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.

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.

### **3-1.02 Contract Execution**

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

Bid protests are to be delivered to the following address:

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

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

## **SECTION 4 – PROSECUTION AND PROGRESS**

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

### **4-1.01 Beginning of Work**

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work", of the 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.

### **Understanding of Conditions**

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

#### **4-1.02 Time of Completion**

Attention is directed to the provisions in Section 8, "Prosecution and Progress", of the Standard Specifications, Caltrans 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. Contract shall not start any work on the job site until the Engineer approves the submittals. Refer to section 4-1.04, "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.

**The Contractor shall diligently prosecute the contract work to completion within ninety (90) working days.** The days to finish the punch list, provided by the City, are

included in the Original Working Days.

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.

Prior to Notice to Proceed, the Contractor shall indicate in writing when all hardware and equipment will be delivered to the project site. Based on the indicated delivery date, the date to commence the work will be issued by the City. If by any unforeseen action, the established delivery date cannot be made, the Contractor shall provide the City with a letter from the manufacturer indicating the reason why the delivery date cannot be met. The letter shall also indicate the revised delivery date. The City reserves the right to either accept the reason or to reject it. A letter from vendor is not acceptable.

Should the Contractor choose to work on a Saturday, Sunday, or holiday recognized by the labor unions, the Contractor shall reimburse the City of Stockton the actual cost of engineering, inspection, testing, superintendent, and/or other overhead expenses, which are directly chargeable to the contract. Should such work be undertaken at the request of the City, reimbursement will not be required.

#### **4-1.03 Liquidated Damages**

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

The Contractor shall pay liquidated damages to the City of Stockton in the amount of **\$1,000 (one thousand dollars)** per day for each and every calendar day that the work, with the exception of the 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.

#### **4-1.04 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:

- 1) Baseline Progress Schedule (Critical Path Method)
- 2) Approved Notice of Intent from State Water Resources Control Board
- 3) Pictures

- 4) Temporary Traffic Control (includes Pedestrian Detour Plan)
- 5) Contractor Safety Plan
- 6) Portland Cement Concrete Mix Design (sidewalk and streetlight foundation)
- 7) Asphalt Mix Design
- 8) Staging Agreement with private property owners (if applicable)
- 9) City of Stockton Encroachment Permit
- 10) City's Construction and Demolition Debris Recycling Report
- 11) List of submittals
- 12) Product submittals
- 13) Project Informational Sign layout

The Contractor shall transmit each submittal to the Engineer for review and approval. Submittals shall be sequentially numbered on the submittal list 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, and Contractor, Subcontractor or supplier. 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.

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.

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.

#### **4-1.05 Non-Highway Facilities**

Attention is directed to Section 5-1.29, "Preservation of Property" and Section 5-1.07, "Indemnification and Insurance" of these Special Provisions, Section 7-1.12, "Indemnification and Insurance" of the Standard Specifications, and Section 5-1.36D, "Nonhighway Facilities," of the Caltrans Specifications. The Contractor shall protect from damage utility and other non-highway facilities that are to remain in place, be installed, relocated or otherwise rearranged.

### **SECTION 5 - GENERAL**

#### **5-1.01 Contract Bonds**

Contract Bonds shall conform to the requirements set forth in Section 3-1.02, "Contract Bonds", of the Standard Specifications, excepting the following: the second paragraph shall be replaced with the following: "The Faithful Performance bond will be retained by the City of Stockton for twelve (12) months following recordation of the Notice of Completion (or partial completion) to guarantee correction of failure attributed to workmanship and materials. Upon recordation of the Notice of Completion (or partial completion), the amount of the Faithful Performance bond may be reduced to **ten percent (10%)** of the actual cost of the constructed improvements".

#### **Roadway Improvement Bond**

As a condition precedent to the completion of this contract, the Contractor shall furnish a Defective Material and Workmanship Bond, of surety company acceptable to the Engineer, and payable to the City of Stockton, in a sum not less than one hundred percent (100%) of the total construction contract for the roadway improvements, as this sum is

set forth in the agreement. This bond shall cover a period of one (1) year from and after the completion and acceptance of the work to protect the City against the results of defective material, workmanship, or equipment which become apparent during that time. This bond shall be delivered to the Engineer before the final payment under this contract will be made.

### **5-1.02 Project Appearance**

Attention is directed to Section 4-1.13 "Cleanup" of the Caltrans 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.

### **5-1.03 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 7-1.08, "Public Convenience", 7-1.09, "Public Safety", of Standard Specifications, and Section 10-1.11, "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.

### **5-1.04 Public Convenience**

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

The Contractor shall notify San Joaquin Regional Transit District (SJRTD), University of Pacific, Stagg High School, and Stockton Unified School District 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 District (MUD), San Joaquin County Channel Maintenance Division, 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 provide, install and maintain temporary “Project Notification Signs” posted one week and a half in advance (including weekends) of the proposed work. Such signs shall be placed at key entrance locations such as Brookside Road, Pershing Avenue, University of the Pacific Pedestrian Bridge Access, Pacific Avenue, El Dorado Street, West Lane, N. Wilson Way, and Cherokee Road.

Full path closure will be allowed for all pavement repair including shoulder backing when done in phases. The exclusion to this path closure is for micro-surfacing and striping. Work shall be conducted in at least four individual segments. All paving repair work must be completed in one phase before moving on to the next phase, and all access to the Calaveras River Levee within that phase must be blocked at all access points. The contractor shall not leave open areas overnight.

The Phasing of the project may be:

- Phase 1 – Beginning of Project to Pershing Avenue
- Phase 2 - Pershing Avenue to El Dorado
- Phase 3 – El Dorado to West Lane
- Phase 4 – West Lane to Cherokee
- Phase 5 – Micro-Surfacing & Striping.

**Access to the UOP Pedestrian Bridge must be maintained at all times.**

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 including supplying, installing and maintaining project notification signs, supplying, installing and maintaining barricades and equipment for closure of access points shall be included in the prices paid for various bid items, and no additional compensation will be made therefore.

**5-1.05 Public Safety**

Contractor's attention is directed to the “Maintaining Traffic” section of these Special Provisions. Nothing in the specifications voids the contractor’s public safety responsibilities.

All safety devices, their maintenance, and use shall conform to the latest requirements of OSHA and 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 install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle, or storage area when the following conditions exist:

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

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

If the fifteen (15) feet minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the

approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Type K Temporary Railing shall conform to the provisions in Section 12-3.08, "Type K Temporary Railing", of the Caltrans Specifications. Type K Temporary Railing, conforming to the details shown on 2015 Standard Plan T3A and T3B, may be used.

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.

When work is not in progress on a trench or other excavation that requires closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Full compensation for conforming to the provisions in this section, including furnishing and installing Type K Temporary Railing and temporary crash cushion modules wherever required, shall be considered as included in the lump sum price paid for "Traffic Control System", and no additional compensation will be allowed therefor.

Full compensation for furnishing, installing, moving, and removing of all necessary traffic control devices including, but not limited to, Type K Temporary Railing and temporary crash cushion modules, signing, striping, barricades, and flagging shall be included in the bid item for "Traffic Control System", as shown on the bid schedule, and no additional compensation will be allowed therefor. Section 12-1.03, "Flagging Costs", of the Caltrans Specifications is deleted.

#### **5-1.06 Indemnification and Insurance**

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

"The Contractor shall indemnify and hold harmless the City of Stockton and all officers and employees thereof connected with the work, including, but not limited to, the Director of Public Works and the City Engineer from all claims, suits, or actions of every name, kind, and description brought forth on account of injuries to or death of any person, including, but not limited to, workmen and the public, or damage to property resulting from the performance of the Contractor, except as otherwise provided by statute. The duty of the Contractor to indemnify and hold harmless includes the duties to defend as set forth in Section 2778 of the Civil

Code.

The Contractor waives any and all rights to any type of expressed or implied indemnity against the City, its officers, or employees. It is the intent of the parties that the Contractor shall indemnify and hold harmless the City, its officers, and employees from any and all claims, suits, or actions as set forth above regardless of the existence or degree of fault or negligence on the part of the City, the Contractor, the subcontractor, or employee of any of these, other than the active negligence of the City, its officers, and employees."

Contractor shall at all times maintain at Contractors' expense liability insurance coverage. Contractor shall provide thirty (30) days written notice to the City prior to canceling or changing the terms of such coverage. Contractor shall comply with the insurance requirements set forth by the City's Risk Manager.

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.

#### **5-1.07 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.

#### **5-1.08 Staging Area**

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

The Contractor shall secure at his own expense any area required for plant sites, storage of equipment or materials, or for other purposes. Street lights may be stored at the City Corporation Yard if approved by the Engineer.

#### **5-1.09 Construction Staking**

Section 5-1.07, "Lines and Grades", 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.
4. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in establishing the lines and grades, as specified in these Special Provisions, shall be considered as included in the prices paid for various items of work, and no additional compensation will be allowed therefore

#### **5-1.10 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 4-1.03, "Changes," of the Standard Specifications. 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.

#### **5-1.11 Changes and Extra Work**

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

The Contractor shall do the extra work and furnish labor, material and equipment therefore upon receipt of an approved contract change order or other written order of the Engineer, and in the absence of an approved contract change order or other written order of the Engineer, the Contractor shall not be entitled to payment for the extra work.

If, in the opinion of the Engineer, such work cannot reasonably be performed concurrently with other items of work, and if a controlling item of work is delayed thereby, an adjustment of contract time will be made.

Payment for extra work required to be performed pursuant to the provisions in this Section 5-1.13, in the absence of an executed contract change order, will be made by force account as provided in Section 9-1.04 "Force Account" of the Caltrans Specifications; or as agreed to by the Contractor and the Engineer.

#### **5-1.12 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."

#### **5-1.13 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 14-9.03, "Dust Control" 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 17 "Watering" of the Caltrans Specifications and these Special Provisions. Attention is also directed to Section 18 "Dust Palliative" of the Caltrans Specifications and these Special Provisions.

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. 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.

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. 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 and debris, and shall leave the site in a neat, clean condition all to the satisfaction of the Engineer.

#### **5-1.14 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 209-937-8492). 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.

#### **5-1.15 Post-Construction Meeting**

The Contractor shall attend a post-construction meeting that will be arranged by the Public Works Department (Contact 209-937-8492) 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.

#### **5-1.16 As-Built/Record Drawings**

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

A list shall be maintained of any trees removed during the course of construction by the Contractor or his Subcontractor, identifying the location, size, and species (common name). This list shall be submitted at the Post-Construction Meeting.

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

#### **5-1.17 Maintaining Existing and Temporary Electrical Systems**

Maintaining existing electrical systems and communication systems shall conform to the provisions of Section 86-1.06, "Maintaining Existing and Temporary Electrical Systems," of the Caltrans Specifications and these Special Provisions.

### **5-1.18 Testing**

Testing of materials and work shall conform to the provisions in Section 6-3, "Quality," of the Caltrans Specifications. Whenever the provisions of Section 6-3, of the Caltrans Standard Specifications refer to tests or testing, it shall mean tests to assure the quality and to determine the acceptability of the materials and work.

Contractor shall hire a certified, independent from contractor's company, laboratory to conduct compaction and material testing. Testing includes and not limited to compaction testing and material testing. A relative compaction of 95% is expected on AC overlay, roadway sub grade and sidewalk areas.

Compaction testing will be required for subsoil, AB, and hot mix asphalt. For AB, sieve analysis, cleanness value, and R value may be provided by the vendor if the source is consistent. For AC, certificate of compliance from supplier and one sieve analysis and oil content test per day is required. For concrete, certificate of compliance for concrete for CG/SW, driveways, and ADA ramp OR ASTM C39 compression test, 4 cylinders per day is required, with a required 28 day strength is 3,000 psi. For concrete for streetlight and other pole foundations, ASTM C39 compression test, 4 cylinders per day is required, with a required 28 day strength of 3,600 psi.

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

### **5-1.19 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 Section 5-1.21 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.

### 5-1.20 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 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 (no fee)
- 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. A copy of the form can be found at the following web site: <http://www.valleyair.org>.
- Construction and Demolition Debris Recycling Report. The Contractor must complete the Construction and Demolition (C&D) Debris Recycling Report within sixty (60) days of construction or demolition project completion. The completed form must be accompanied by the official weight tags or receipts verifying the information provided in the report and must be submitted to the City of Stockton Public Works Department, Solid Waste Division, 22 E. Weber Avenue, Room 301, Stockton, CA 95202. Failure to provide the C&D Debris Recycling Report form will result in a 5" withholding of the contract amount.
- Construction Water. The Contractor is responsible for obtaining a permit for water from California Water Service, if needed, for construction water obtained from a City hydrant.
- Contractor shall obtain an encroachment permit from San Joaquin County, San Joaquin County Flood Control for access. Fee shall be paid by the contractor at no additional cost to the City.
- State's Water Resources Control Board Stormwater Construction General Permit (Contractor pays)
  - Notice of Intent (NOI)

- Notice of Termination (NOT)
  
- Union Pacific Contractor’s Right of Entry Agreement – The Contractor, (and their respective subcontractors), must execute Union Pacific Railroad Company’s form of Contractor's Right of Entry Agreement and provide Union Pacific Railroad Company the insurance binders or certificates set forth in the Contractor's Right of Entry Agreement before commencing any work on any Railroad property.
  
- Central California Traction Company Contractor’s Right of Entry Agreement – The Contractor, (and their respective subcontractors), must execute Central California Traction Company’s form of Contractor's Right of Entry Agreement and provide the Central California Traction Company the insurance binders or certificates set forth in the Contractor's Right of Entry Agreement before commencing any work on any Railroad property.

The Contractor shall perform their construction work in such a manner so as not to endanger or delay the movement of trains, engines or cars of Railroad, and so as not to injure or endanger Railroad's officers, agents, employees or damage their property. The Contractor shall give precedence to the movement of trains, engines and cars of Railroad, over the movement of vehicles or equipment or construction activities of the Contractor

If at any time during the construction of the Trail, either Railroad Company deems it necessary that flagging protection is necessary, such flagging shall be provided by the Contractor at no cost to Union Pacific as set forth in the Contractor's Right of Entry Agreement.

The contractor shall pay a fee of \$500 or the latest approved fee for each Railroad Location Right of Entry Agreement and cost for Terms & Conditions, Insurance & Safety Requirements at the contractor’s expense.

If at any time during the construction of the Trail, either Railroad Company deems it necessary that flagging protection is necessary, such flagging shall be provided by the contractor at no additional cost to the City of Stockton.

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

### **5-1.21 Subcontracting**

Attention is directed to the provisions in Section 8-1.01 and Section 5-1.13, "Subcontracting," of the Standard Specifications and Caltrans Specifications, respectively. Attention is also directed to Section 1-1.04, "Proposal Requirements and Conditions", and Section 3, "Award and Execution of Contract," of these special provisions.

Pursuant to the provisions of Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible 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>

#### **5-1.22 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.

#### **5-1.23 Prompt Payment of Funds Withheld to Subcontractors**

The agency shall hold a five-percent (5%) retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR 26.29) requires that 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 this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor, in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance or noncompliance by a subcontractor. This provision applies to both DBE and no-DBE prime contractors and subcontractors.

#### **5-1.24 Unsatisfactory Progress**

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

The percent working days elapsed will be determined from the number of working days charged to the contract divided by the number of contract working days in the current time of completion, expressed as a percentage. The number of contract working days in the

current time of completion shall consist of the original contract working days increased or decreased by time adjustments approved by the Engineer.

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

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

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

#### **5-1.25 Air Pollution Control**

Attention is direction 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 therefor.

#### **5-1.26 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 Section 4-1.05B and Section 9-1.15, "Work-Character Changes," of the Caltrans Specifications.
- C. Direct costs of extra work in conformance with Section 4-1.05, "Changes and Extra Work," of the Caltrans Specifications.
- 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 and these Special provisions.
- 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.

### **5-1.27 Noncompliant and Unauthorized Work**

Correct or remove and replace work that does not comply with the Contract, is unauthorized, or both. The City does not pay for any of the following:

1. Corrective, removal, or replacement work
2. Unauthorized work

If ordered, submit a work plan for the corrective, removal, or replacement work. The City may reduce payment for noncompliant work left in place. If the Contractor fails to comply promptly with an order under section 5-1.29, the City may correct, remove, or replace noncompliant or unauthorized work. The City deducts the cost of this work.

### **5-1.28 Preservation of Property**

Attention is directed to Section 7-1.12, "Indemnification and Insurance," of the Standard Specification and to Section 4-1.05, "Non-Highway Facilities" of 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 Section 4-1.05, "Non-Highway Facilities" 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 5-1.30, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

### **5-1.29 Differing Site Conditions**

Attention is directed to the provisions in Section 4-1.06, "Differing Site Conditions (23 CFR 635.109)," of the State Standard Specification. It is the Contractor's responsibility to notify the Engineer if he/she finds physical conditions differing materially from contract documents.

## **SECTION 6 – CONTROL OF MATERIALS**

### **6-1.01 City-Furnished Materials**

Blank.

### **6-1.02 State-Furnished Materials**

Blank.

## **SECTION 7 - MEASUREMENT AND PAYMENT**

### **7-1.01 General**

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

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.

### **7-1.02 Schedule of Values**

Submit a schedule of values within 15 days after Contract approval. Value schedules for each lump sum bid item shall be prepared and submitted to the Engineer as set forth in Section 9-1, "Lump Sum Contracts", of the Standard Specifications and Section 9-1.16B, "Schedule of Values," of the Caltrans Specifications. Unless otherwise approved by the Engineer, materials on hand, but not incorporated into the work, shall not be included for

measurement or for purposes of payment.

### **7-1.03 Payments**

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

Upon completion of all of the work included herein, including approved contract change orders as appropriate, the Contractor may request that the Engineer file a Notice of Completion for the purposes of relief of maintenance and release of retention.

Schedule of Measurement and Payment:

1. Traffic Control System  
By lump sum. Includes designing, providing, erecting and maintaining traffic control and signage as indicated on the plans and described in these Special Provisions. Also includes performing all the work related to safe management of pedestrian, bicycle and vehicular traffic during construction of the project, including Traffic Control Plans and flaggers.
2. Prepare Water Pollution Control Program  
By lump sum. Includes preparing the WPCP, implementation of erosion control BMPs identified in WPCP, providing all labor, materials, tools equipment, and incidentals as described in Section 13 of the Caltrans Standard Specifications and these Special Provisions.
3. Remove Painted Pavement Marking  
By the square foot. Includes removing and disposing existing pavement markings by methods that do not materially damage the pavement in such a way that the old message cannot be identified as described in Section 84 of the Caltrans Standard Specifications.
4. Cold Plane Asphalt Concrete Pavement  
By the square yard. Includes cold planning the existing trail at all edge repair locations as shown on the plans and as described in Section 39 of the Caltrans Standard Specifications.
5. Roadway Excavation  
By the cubic yard. Includes saw cutting existing asphalt concrete pavement and existing concrete, excavating, and removing and disposing waste materials from the site, as indicated on the plans and described in these Special Provisions.
6. Shoulder Backing  
By the ton. Includes shoulder backing adjacent to the edge of existing and repaired asphalt as shown on the Plans and described in the Section 19 of the Caltrans Standard Specifications.

7. Aggregate Base

By the ton, verified by weigh slips from an approved weigh station. Includes supplying, preparing, placing and compacting aggregate base and constructing to the elevations, thickness and locations as indicated on the plans and described in these Special Provisions.

8. Crack Treatment

By mile, measured along the centerline of the shared use path. Includes all work related to the provisions of Section 101, "Street Micro-surfacing", of the Standard Specifications, Section 37 "Bituminous Seals", of the Caltrans Standard Specifications, and these Special Provisions.

9. Micro Surfacing

By the ton, determined by combining the weights of the aggregate and micro-surfacing emulsion. The payment quantity for micro-surfacing does not include the weights of added water and set-control additives. Includes preparing a test strip and performing all work related to the provisions of Section 101, "Street Micro-surfacing", of the Standard Specifications, Section 37 "Bituminous Seals", of the Caltrans Standard Specifications, and these Special Provisions.

10. Replace Asphalt Concrete Surfacing

By the cubic yard. Includes removal and disposal of asphalt, compaction, and replacing asphalt where alligator cracking and potholes are shown on the plan or is identified by the Engineer. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in replacing existing asphalt concrete shall be considered included in the contract prices paid per cubic yard for Replace Asphalt Concrete Surfacing and no additional compensation will be allowed. Payment for the HMA used for replace asphalt concrete surfacing is included in the payment for Replace Asphalt Concrete Surfacing and not included in the Hot Mix Asphalt (Type A).

11. Hot Mix Asphalt, Type A

By the ton, verified by weigh slips from an approved weigh station. Includes supplying and placing asphalt binder, supplying, preparing, placing and compacting asphalt concrete and constructing to the elevations, thickness and locations as indicated on the plans and described in these Special Provisions.

12. Place Hot Mix Asphalt (Miscellaneous Area)

By the square yard. Includes the preparation of the existing Bike and Pedestrian Path to receive HMA for edge repair, including excavation and backfill as needed. The payment quantity for place hot mix asphalt (miscellaneous areas) is the area measured for the in place compacted area. Payment for the HMA used for miscellaneous areas is not included in the payment for place hot mix asphalt (miscellaneous areas) and is included in the Hot Mix Asphalt (Type A).

13. Tack Coat

By the ton. Includes tack coat as shown on the plans related to the provisions of Section 101, "Street Micro-surfacing", of the Standard Specifications, Section 37 "Bituminous Seals", of the Caltrans Standard Specifications, and these Special Provisions.

14. Roadside Sign

By each. Includes full compensation for removing and replacing existing signs, fabricating and installing sign panels, markers, and posts as shown on the plans and as described in Section 82 of the Caltrans Standard Specifications.

15. Detectable Warning Surface

By the square foot. Includes full compensation for furnishing all labor, tools, equipment and incidentals for furnishing the materials, complete in place, as indicated on the plans.

16. Minor Concrete (Curb, Gutter, Sidewalk, and Curb Ramp)

By the cubic yard. Includes full compensation for furnishing all labor, tools, equipment and incidentals for constructing curbs, gutters, sidewalk, and curb ramps as shown on the plans and as directed by the Engineer.

17. Thermoplastic Traffic Stripe

By the linear foot. Includes cleaning surface, providing and placing the striping at the locations as indicated on the plans and described in these Special Provisions.

18. Thermoplastic Pavement Marking

By the square foot. Includes cleaning surface, providing and placing the pavement markers, markings, and mile markings at the locations as indicated on the plans and described in these Special Provisions.

19. Guard Post (Mod)

By each. Includes all costs for installing new guard posts, replacing and disposing of existing guard posts, and repairing pavement around existing guard posts as shown on the plans and as directed by the Engineer.

20. Salvage Gate

By Each. Includes all costs for removing and salvaging gates, including hauling them to the City Corporation Yard as shown on the plans and as directed by the Engineer.

21. Mobilization

By lump sum. All costs connected with mobilization of Contractor's operations as described in Section 11 of the Caltrans Specifications will be paid for at the Contract price as described in Section 11 of the Caltrans Specifications.

## **SECTION 8 - MATERIALS**

### **8-1.01 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 6-3.05E, "Certificate of Compliance", of the Caltrans Specifications for signing and delineation materials and products. Said certificate shall also certify that the signing and delineation material or product conforms to the pre-qualified testing and approval of the California Department of Transportation, Division of Traffic Operations, and was manufactured in accordance with the approved quality control program.

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

[http://www.dot.ca.gov/hq/esc/approved\\_products\\_list/pdf/signing\\_and\\_delineation\\_materials.pdf](http://www.dot.ca.gov/hq/esc/approved_products_list/pdf/signing_and_delineation_materials.pdf)

### **8-1.02 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.

**SECTION 9 - DESCRIPTION OF WORK**

**9-1.01 Description of Work**

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 provide complete operating roadways, as further delineated on the plans and described in these Special Provisions.

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

Pavement repair and resurfacing of the Calaveras River Trail between Brookside Road and Cherokee Road, signing and striping, and ADA improvements to the existing crossings at the intersection of Feather River Drive and Brookside Road.

**9-1.02 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	Traffic Control System	LS	1
2	Prepare Water Pollution Control Program	LS	1
3	Remove Painted Pavement Marking	SF	200
4	Cold Plane Asphalt Concrete Pavement	SY	850
5	Roadway Excavation	CY	100
6	Shoulder Backing	TON	3,400
7	Aggregate Base	CY	35
8	Crack Treatment	MI	6
9	Micro-Surfacing	TON	550

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ITEM NO.	ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITY
10	Replace Asphalt Concrete Surfacing	CY	60
11	Hot Mix Asphalt (Type A)	TON	250
12	Place Hot Mix Asphalt (Miscellaneous Area)	SY	1,400
13	Tack Coat	TON	1
14	Roadside Sign	EA	32
15	Detectable Warning Surface	SF	60
16	Minor Concrete (Curb, Sidewalk, and Curb Ramp)	CY	40
17	Thermoplastic Traffic Stripe	LF	35,000
18	Thermoplastic Pavement Marking	SF	2000
19	Guard Post (Mod)	EA	28
20	Salvage Gate	EA	5
21	Mobilization	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. 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.

## **SECTION 10 - CONSTRUCTION DETAILS**

### **10-1.01 Order of Work**

The order of work shall conform to the Contractor's approved project schedule described in Section 10-1.02, "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.**

At those locations exposed to public traffic where guard railings or barriers are to be constructed, reconstructed, or removed and replaced, the Contractor shall schedule operations so that at the end of each working day there shall be no post holes open nor shall there be any railing or barrier posts installed without the blocks and rail elements assembled and mounted thereon.

Before obliterating any pavement delineation (traffic stripes, pavement markings, and pavement markers) that is to be replaced on the same alignment and location, as determined by the Engineer, the pavement delineation shall be referenced by the Contractor, with a sufficient number of control points to reestablish the alignment and location of the new pavement delineation. The references shall include the limits or changes in striping pattern, including one- and 2-way barrier lines, limit lines, crosswalks and other pavement markings.

The Contractor shall stage and sequence the work as follows:

1. Obtain all necessary permits.
2. The Contractor shall provide the City of Stockton an executed Contractor's Right of Entry Agreement for all Railroad Crossing and Undercrossings, Railroads include Union Pacific Railroad and Central California Traction Company.
3. Prior to the start of construction, the Contractor shall submit to the Engineer for approval a detailed "Traffic Control Plan" which also addresses the phasing of the project and pedestrian control detours. The Traffic Control Plan shall be proposed in accordance with the provisions in Section 10-1.11 "Maintaining Traffic" of these Special Provisions.

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. Portions of existing concrete curbs, gutters and sidewalks that are removed shall be replaced within 10 working days after removal.
6. Prior to start of construction the Contractor shall prepare a Water Pollution Control Plan and submit to the Engineer for approval. The Contractor shall implement an Erosion Control Plan, 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.
7. 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 4-1.04, "Submittals" of these Special Provisions.
8. Contractor shall be familiar with the San Joaquin County Multi-Species Habitat Conservation and Open-Space Plan (SJMSCP) and be aware of species nesting dates and mitigation measures.

At the end of each working day if a difference in excess of 2 inches exists between the elevation of the existing pavement and the elevation of excavations within 4 feet of the traveled way, material shall be placed and compacted against the vertical cuts adjacent to the traveled way. During excavation operations, native material may be used for this purpose; however, once placing of the topsoil commences, topsoil material shall be used. The material shall be placed to the level of the elevation of the top of existing pavement and tapered at a slope of 1:4 (vertical:horizontal) or flatter to the bottom of the excavation.

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

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

## 10-1.02 Progress Schedule

### GENERAL

#### Summary

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

1. Use computer software to prepare the schedule
2. Furnish compatible software for the Engineer's exclusive possession and use if the software does not match City software

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.

#### Definitions

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

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

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

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

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

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

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

#### Submittals

##### General Requirements

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

Each schedule must show:

1. Calculations using critical path method to determine controlling activities.
2. Duration activities less than 20 working days.

3. Each required constraint. Constraints other than those required by the special provisions may be included only if authorized.

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

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

### **Baseline Schedule**

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

### **Updated Schedule**

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

The updated schedule must show:

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

### **Final Updated Schedule**

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

finish dates of the actual activities for the project contained herein." An officer of the company may delegate in writing the authority to sign the certificate to a responsible manager.

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

**10-1.03 Pre-construction Survey**

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, noting their condition by means of photographs and video tapes supplemented by written documentation, where applicable.

Color photographs shall be taken with a 35-mm camera at locations that are appropriate to show pre-existing conditions. Each photograph shall show the date and time the photograph was taken and clearly labeled showing the location, viewing direction, and any special features noted. Two 4" x 6" copies and digital files of each photograph and a copy of videotapes shall be submitted to the Engineer. The photographs shall be indexed, inserted in plastic viewing folder and submitted in 3-ring binders.

**Preserving and Perpetuating Survey Monuments**

Action by:	Action:
<i>Contractor's Land Surveyor</i>	<ol style="list-style-type: none"> <li>1. Identifies existing survey monuments.</li> <li>2. Lists all existing survey monuments.</li> <li>3. Ties out / performs construction staking of survey monuments.</li> <li>4. Indicates survey monuments on construction plans.</li> <li>5. Files all pre-construction Corner Records or Records of Survey with San Joaquin County. The Corner Records or 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).</li> <li>6. Submits copies of pre-construction Corner Records or Records of Survey filed with San Joaquin County to City Engineer/Project Manager</li> </ol>
<i>Contractor</i>	<ol style="list-style-type: none"> <li>7. Preserves/perpetuates all survey monumentation during construction, including, but not limited to, those listed.</li> </ol>

	8. Restores survey monuments disturbed by construction.
<i>Contractor's Land Surveyor,</i>	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 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.

**10-1.04 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 end 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.

**10-1.05 Inspections**

All work under this contract shall be under the control and inspection of the City Engineer or his appointed representative. The Contractor shall notify the Public Works Department, at (209) 937-8492, three (3) working days in advance of any construction.

**10-1.06 Obstructions**

Attention is directed to Section 5-1.36, "Property and Facility Preservation" of Caltrans Specifications, Sections 7-1.12, "Indemnification and Insurance", of the Standard Specifications and Section 10-1.14, "Existing Facilities", of these Special Provisions.

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 300 V, either directly buried or in duct or conduit, which do not have concentric grounded or other effectively grounded metal shields on sheaths.

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

Notification Center	Telephone Number
Underground Service Alert – Northern California (USA)	(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 5-1.11 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 Caltrans Specifications. Should the Contractor stop work, no compensation will be made for any "down time" prior to written notifications being received by the Engineer or his representative.

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

#### **10-1.07 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 6-2, "Material Source" 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 to the other for all damage to work, to 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:

- City of Stockton Public Works Department
- 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.

#### **10-1.08 Water Pollution Control**

Water pollution control shall conform to the requirements in Section 7-1.01G of the Standard Specifications, Section 13, "Water Pollution Control", of the Caltrans Specifications, these Special Provisions, and as directed by the Engineer.

The Contractor shall develop and implement an Erosion Control Plan, 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.

Compensation for water pollution control shall be lump sum and include preparing the WPCP, implementation of erosion control BMPs identified in WPCP, providing all labor, materials, tools equipment, and incidentals as described in Section 13 of the Caltrans Standard Specifications and these Special Provisions, and no additional compensation will be allowed therefore.

**10-1.09 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.

The Contractor shall pay attention to the attached Land Type Maps in Appendix B. Any Contractor laydown yard, construction material storage area, and any storage area occupied by the contractor in the “natural” identified areas as shown in the Land Type Maps are subject to additional fees and additional cost associated including potential mitigation measures. The Contractor is encouraged to use the urban type areas identified in the map. Any additional cost shall be paid by the Contractor.

Full compensation for mobilization shall be considered as included in the lump sum price paid for Mobilization, and no additional compensation will be allowed therefore.

**10-1.10 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 and these Special Provisions.

The Contractor shall install one (1) project informational construction signs; 4’W x 3’H in size with 3” minimum height letters at each approach to the trail. The signs shall be in accordance with Section 100, “Street Opening and Pavement Restoration Regulations,” of the Standard Specifications. Letters shall be black on white background. Location of the signs shall be determined by the Engineer.

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 construction area sign posts. The regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert – Northern California (USA)	(800) 227-2600
South Shore Utility Coordinating Council (DIGS)	(800) 541-3447

All excavations required to install construction area 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.

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

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

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

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.

#### **10-1.11 Maintaining Traffic**

Attention is directed to Part 6 of the California MUTCD, Sections 7-1.03, "Public Convenience", 7-1.04, "Public Safety", and 12, "Temporary Traffic Control", 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 including Project Information Signs and Area Traffic Control Signs, Type III barricades, or any other equipment necessary to close access points 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 submit to the City Engineer a detailed "Traffic Control Plan" for

review and approval. The "Traffic Control Plan" shall be submitted no later than ten (10) working days following the Notice to Proceed date and at least 3 working days prior to commencing any work which requires implementation of any component of the "Traffic Control Plan". The plan shall be approved by the Engineer prior to its implementation by the Contractor.

The "Traffic Control Plan" shall conform to the typical traffic control details included in the Caltrans Standard Plans, Part 6 of the California MUTCD, and the requirements of Section 10-1.13, "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.
- ◆ Emergency vehicles access.
- ◆ Bus, refuse collection, and mail delivery access.
- ◆ Any parking zones to be removed on a temporary basis.
- ◆ Pedestrian and bicyclist access.

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

### **Traffic Lane and Sidewalk Closures**

Lanes and sidewalks may be closed only as indicated in this section, "Maintaining Traffic", of these Special Provisions. Except for work required under Section 7-1.03 "Public Convenience" and Section 7-1.04, "Public Safety" of the Caltrans 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 8:30 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 and property 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.

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**

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.

The alternate pedestrian routes shall be accessible and detectable, including warning 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.

Full compensation for furnishing a traffic control plan, furnishing, installing, maintaining, and removing all components of the required traffic control system, traffic lane and sidewalk closures, portable changeable message signs, flagging, temporary pavement delineation, maintaining driveway and pedestrian traffic, and for maintaining traffic as specified in the plans and these Special Provisions, and as directed by the Engineer, shall be included in the lump sum price paid for “Traffic Control System”, and no additional work compensation will be allowed therefor.

#### **10-1.12 Temporary Pavement Delineation**

Temporary pavement delineation shall be furnished, placed, maintained, and removed in conformance with the provisions in Section 12-3 “Traffic-Handling Equipment and Devices” 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 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.

Full compensation for furnishing, placing, maintaining, and removing the temporary pavement delineation and /or pavement markers used for temporary lane line and centerline delineation and for providing equivalent patterns of permanent traffic lines for these areas when required shall be considered as included in the lump sum price paid for “Traffic Control System”, and no additional work compensation will be allowed therefor.

### **10-1.13 Traffic Control System**

A traffic control system shall consist of closing traffic lanes in accordance with the details in the provisions of Section 12, "Temporary Traffic Control", of the Caltrans Specifications, the provisions under "Maintaining Traffic", and "Construction Area Signs" elsewhere in 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 84-1.03 and 85-1.03, "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.

Contractor shall not close more than one lane during daytime working hours.

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 street right-of-way.

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

The adjustment provisions in Section 4-1.03, "Changes", of the Standard Specifications shall not apply to the item of traffic control system. Adjustments in compensation for traffic control system will be made only for increased or decreased traffic control system required by changes ordered by the Engineer and will be made on the basis of the cost of the increased or decreased traffic control necessary. The adjustment will be made on basis as provided in Section 4-1.05, "Changes and Extra Work", of Caltrans Specifications for increased work and estimated on the same basis in the case of decreased work.

Traffic control system required by work which is classed as extra work, as provided in Section 4-1.05 of the Caltrans Specifications, will be paid for as a part of the extra work.

#### **10-1.14 Existing Facilities**

Contractor attention is directed to requirements of Section 5-1.29 "Preservation of Property" of these Special provisions, and 7-1.12, "Indemnification and Insurance", of the Standard Specifications.

The work shall be performed in connection with various existing highway facilities (i.e., storm drain pipe, catch basins, sidewalk drains, roadway pavement, roadside signs, utility boxes, trees, fences, etc.) shall conform to the provisions in Section 15, "Existing Facilities", of the Caltrans Specifications and these Special Provisions.

All traffic control signs shall be maintained. If relocation is necessary to facilitate the construction, the Contractor shall notify the Public Works Department, at (209) 937-8381, three (3) working days prior to said relocation, and request for approval as to where sign is to be temporarily relocated. Full compensation for performing such removal and reinstallation shall be considered as included in the various items of work and no additional compensation will be allowed therefore.

Fire hydrants, water valves, curb-stop boxes, and other utility facilities shall be unobstructed and accessible during the construction period.

Should the Contractor desire to have any alterations made in any utility or other improvement for Contractor's own convenience in order to facilitate Contractor's construction operations and for Contractor's sole benefit, Contractor shall make all necessary arrangements with the owners and bear all expense in connection therewith.

Removed highway facilities that are not to be salvaged shall become the property of the Contractor and shall be disposed of according to these special provisions, Section 15-2.03 "Salvage" of Caltrans specifications, and as indicated on the plans.

Items of work under this section, "Existing Facilities", for which specific bid items are not provided, shall be considered as included in the prices paid for the various items of work of the bid schedule, and no additional compensation will be provided therefore.

Any contract adjustment that may be warranted due to differing site conditions will be

made in accordance with the provisions of Section 4-1.03, "Changes", of the Standard Specifications.

Relocations or repairs necessitated because of existing facilities which are not shown on the plans, or are shown at substantially different locations than shown may be paid as extra work in accordance with Section 5-1.12 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.

### **Protect Items in Place**

Attention is directed to the protection of existing storm drains, catch basins and any other utilities identify as protect in place. The Contractor shall take steps to ascertain the protection of these existing facilities. If they are damage during excavation, the contractor shall be responsible to replace the damage item with a similar item at the expense of the contractor. No additional payment will be made to the contractor for replacing the damaged storm drain, catch basin, or utility.

### **Utility Facilities**

Attention is directed to the possible existence of underground utilities 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 such facilities prior to doing any work that may damage such facilities or interfere with their service.

### **Remove Existing Concrete**

Existing concrete sidewalk, gutter, curb and gutter, driveways, curb ramps, and other concrete surfacing, where shown on the plans to be removed, shall be removed and disposed of. Saw cut concrete ramps, walks, curbs, and gutters to be removed at the nearest joint or score line, at the locations indicated on the plans, and as designated by the Engineer.

### **Remove Existing Pavement**

Asphalt concrete pavement and aggregate base shall be removed by saw-cutting and excavation or cold planing to the lines, depths, and dimensions indicated on the plans and/or as directed by the Engineer.

### **Remove Existing Pavement Marking**

Remove traffic stripes and pavement markings, including paint in the gaps, by methods that do not materially damage the pavement. Remove a pavement marking such that the old message cannot be identified. If removing by grinding, make the grinding area rectangular. The minimum dimensions for the rectangular area are the height and width of the pavement marking.

Sweep up or vacuum any residue before it can (1) be blown by traffic or wind, (2) migrate across lanes or shoulders, or (3) enter a drainage facility.

### **Roadside Signs**

Unless otherwise shown on the plans, the Contractor shall maintain existing roadside signs in place. The Contractor shall replace or repair all signs damaged by his operations and under this contract by using new material. Such material shall be a replacement of the original in regards to type of sign, posts, and construction. Relocation of the existing signs shall be done the same day the sign is removed from its original location.

At the Contractor's option, existing signs may be temporarily removed in order to facilitate the Contractor's construction of other improvements included under this contract. Any sign which is removed or damaged by the Contractor's shall be reinstalled at its original location using new unistrut posts in conformance with the Standard Specifications. Existing steel pipe sign posts shall be salvaged as directed by the Engineer. Each roadside sign shall be reinstalled on the same day that the sign is removed. **All new signs shall be 3M brand HIP and covered with anti-graffiti film (3M brand 1160 overlay film).**

When plans call for removal of street signs, more specifically, the removal of crosswalk signs that are mounted on street lights or street electrical poles, only remove sign. The street light and poles must remain in place. Removed signs must be return to the City of Stockton.

Compensation for any temporary removal and reinstallation of roadside signs shall be considered included in the lump sum price paid for "Traffic Control System", and no additional compensation will be allowed therefor.

### **10-1.15 Clearing and Grubbing**

Clearing and Grubbing shall conform to the requirements of Section 16, "Clearing and Grubbing", of the Standard 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.

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 4-1.02, "Site Maintenance and Final Cleaning Up", of the Standard Specifications.

Compensation for clearing and grubbing shall be considered as included in the prices paid for various items of work, and no additional compensation will be allowed therefore. All the work involved in clearing and grubbing, shall include the removal and disposal of all the existing materials as shown on the plans, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer. Where it is required the contractor shall test the materials, according to Federal and State guidelines and regulations, before disposal.

#### **10-1.16 Roadway Excavation**

Roadway excavation shall conform to the requirements of Section 19, "Earthwork", of the Standard Specifications, Caltrans Specifications, and these Special Provisions. Wherever relative compaction is specified, it shall be determined by ASTM D1557.

Surplus excavated material shall become the property of the Contractor and shall be disposed of outside the highway right-of-way in accordance with the provisions in Section 19-2.03B, "Surplus Material", of the Caltrans Specifications. All excavated material shall be loaded for off-haul from the site as it is generated. Material will not be allowed to accumulate within the right-of-way.

#### **Contaminated Soil**

Identify contaminated soil from spills or leaks by noticing discoloration, odors, or differences in soil properties. Soil with evidence of contamination must be sampled and tested by a laboratory certified by Environmental Laboratory Accreditation Program (ELAP).

If levels of contamination are found to be hazardous, handle and dispose of the soil as hazardous waste.

Prevent the flow of water, including ground water, from mixing with contaminated soil by using one or a combination of the following measures:

1. Berms
2. Cofferdams
3. Grout curtains
4. Freeze walls
5. Concrete seal course

If water mixes with contaminated soil and becomes contaminated, sample and test the water using a laboratory certified by ELAP. If levels of contamination are found to be hazardous, handle and dispose of the water as hazardous waste.

Upon completion of underground facilities and backfilling of the trenches in each portion of the work, the sub-grade shall be prepared by compacting to a relative compaction of not less than ninety-five (95) percent for a minimum depth of zero point five (0.5) feet below the grading plane (sub-grade plane) for a total width of the area to be paved.

All Portland Cement Concrete flatwork shall be saw-cut a minimum of 3-1/2 inches deep prior to removal. All monolithic Portland Cement Concrete shall be saw-cut a minimum of 8 inches deep prior to removal.

Existing asphalt concrete sections to be removed shall be neatly saw cut two and one-half (2-1/2) inches deep and excavated to a depth of fifteen (15) inches in the roadways and six (6) inches in the Calaveras River Trail. The vertical edges of the pavement shall be neatly trimmed. All debris shall be removed. The top six inches of the sub-grade shall be compacted to 90% of the maximum density at near optimum moisture content.

In areas where excavation will be adjacent to landscape areas or in the park facility, the contractor should have identified the existing irrigation sprinkler heads and try to protect in place. If the sprinkler heads or irrigation lines are in the area where new sidewalk will be placed, the contractor must contact the city engineer to verify if the irrigation line will have to be capped, sleeved or relocated. No additional compensation will be provided to the contractor for capping, relocating or placing a sleeve on the irrigation system. Only minor irrigation conflict is anticipated for this project.

If an irrigation line is damaged during the excavation phase, the contractor shall be responsible for replacing the damaged irrigation line and no additional compensation will be provided to the contractor.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Roadway Excavation shall be considered included in the contract prices paid for Roadway Excavation or as highlighted in the various items of work and no additional compensation will be allowed.

#### **10-1.17 Cold Plane Asphalt Concrete Pavement**

Section 39-3.05 of the Caltrans Standard Specifications includes specifications for cold planning asphalt concrete pavement.

Cold planning asphalt concrete pavement includes the removal of pavement markers, traffic stripes, and pavement markings within the area of cold planning.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals,

and for doing all the work involved in Cold Plane Asphalt Concrete Pavement including edge repair shall be considered included in the contract prices paid per square yard for Cold Plane Asphalt Concrete Pavement or as highlighted in the various items of work and no additional compensation will be allowed.

### **10-1.18 Replace Asphalt Concrete Surfacing**

Replace Asphalt Concrete Surfacing shall conform to the requirements of Section 39-3, "Existing Asphalt Concrete", of the Caltrans Specifications, and these Special Provisions.

Where replace asphalt concrete surfacing is shown, remove the full depth of the existing asphalt concrete surfacing and replace with HMA. The Engineer determines the exact limits of asphalt concrete surfacing to be replaced.

Replace asphalt concrete in a lane before the lane is specified to be opened to traffic. Before removing asphalt concrete, outline the replacement area and cut neat lines with a saw or grind to full depth of the existing asphalt concrete. Do not damage asphalt concrete and base remaining in place.

If you excavate the base beyond the specified plane, replace it with HMA.

Do not use a material transfer vehicle for replacing asphalt concrete surfacing.

Before placing HMA, apply a tack coat as specified in section 39-2.01C(3)(f) of the Caltrans Specifications.

Place HMA using method compaction as specified in section 39-2.01C(2)(c) of the Caltrans Specifications.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in replacing existing asphalt concrete including disposal of asphalt concrete shall be considered included in the contract prices paid per cubic yard for Replace Asphalt Concrete Surfacing and no additional compensation will be allowed. Payment for the HMA used for replace asphalt concrete surfacing is included in the payment for replace asphalt concrete surfacing.

### **10-1.19 Place Hot Mix Asphalt (Miscellaneous Area)**

Prepare the area to receive HMA for miscellaneous areas and dikes, including excavation and backfill as needed.

Spread the HMA in miscellaneous areas in 1 layer and compact to the specified lines and grades.

The finished surface must be:

1. Textured uniformly
2. Compacted firmly
3. Without depressions, humps, and irregularities

The payment quantity for place hot mix asphalt (miscellaneous areas) is the area measured for the in-place compacted area. Payment for the HMA used for miscellaneous areas is not included in the payment for place hot mix asphalt (miscellaneous areas) and is included in Hot Mix Asphalt (Type A).

### **10-1.20 Asphalt Concrete**

Asphalt concrete shall be in accordance with the provisions of Section 39, "Hot Mix Asphalt", of the Standard Specifications and these Special Provisions.

Asphalt concrete for base and surface course paving shall be Type A, 1/2" maximum, medium aggregate. Asphalt concrete shall have a viscosity grade of PG\_64-16 as specified by Caltrans Standard Specification Section 92.

Spreading equipment shall conform to the applicable provisions of Section 39-3.04 "Transporting, Spreading, and Compacting" of the Caltrans Specifications. Nominal thickness of top layer/overlay shall be two (2) inches.

Compaction of the asphalt concrete shall conform to the applicable provisions of Section 39-3"Method Construction Process" of the Caltrans Specifications. Contractor shall use two minimum 10 ton vibratory rollers.

Alternate compacting equipment or substitution of a vibratory roller for a pneumatic-tired roller will not be permitted or approved.

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.

Tack coat must comply with the specifications for asphaltic emulsion or asphalt binder. Choose the type and grade of emulsion or binder.

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 paint 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 paint binder 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.

The payment quantity for tack coat is the weight of the emulsion or asphalt binder.

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 Hot Mix Asphalt (Type A) and no additional compensation will be allowed therefore.

#### **10-1.21 Aggregate Base**

Aggregate base shall be in accordance with the provisions of Section 26, "Aggregate Base", of the Standard Specifications and these Special Provisions.

Aggregate base for this project shall be Class II Aggregate Base and should conform to the Standard Specifications and these Special Provisions.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing aggregate base, complete in place, shall be considered as included in the price paid per cubic yard for Aggregate Base and no additional compensation will be allowed therefore.

#### **10-1.22 Micro-surfacing**

Micro-surfacing shall be in accordance with the provisions of Section 101, "Street Micro-surfacing", of the Standard Specifications, Section 37 "Bituminous Seals", of the Caltrans Standard Specifications, and these Special Provisions.

Aggregate for micro-surfacing must be Type II.

Construct a micro-surfacing test strip:

1. From 300 to 450 feet long
2. The same as the full production micro-surfacing
3. On one of the application courses specified at an authorized location
4. At the same time of day or night the full production micro-surfacing is to be applied

If multiple application courses are specified, you may construct test strips over 2 days or nights.

The Engineer evaluates the test strip after traffic has used it for 12 hours. If the Engineer determines the mix design or placement procedure is unacceptable, make modifications and construct a new test strip for the Engineer's evaluation.

Before placing slurry seal or micro-surfacing, clean the pavement surface by removing loose particles of extraneous materials, including paving and dirt. Use any nondestructive method, such as flushing, brooming, or sweeping.

Remove existing pavement markers, thermoplastic pavement markings, and thermoplastic traffic stripes in the areas to receive micro-surfacing as shown on the plans. Removal shall be consistent with Section 10-1.26 and compensation for pavement marker and thermoplastic removal shall be considered as included in the prices paid for Micro-surfacing, and no additional compensation will be allowed therefore.

Treat cracks from 1/4 to 1 inch in width for the entire length of the crack. Fill or repair cracks wider than 1 inch as ordered. Filling cracks wider than 1 inch shall be paid for under Replace Asphalt Concrete Surfacing.

Crack treatment material must be Type 3.

Crack treatment must be hot-applied.

Fill the crack recessed 1/4 inch.

Fill the crack overband not more than 3 inches wide.

Before applying micro-surfacing, cover manholes, valve and monument covers, grates, or other exposed facilities located within the area of application using plastic or oil resistant construction paper secured by tape or adhesive to the facility being covered. Reference the covered facilities with enough control points to relocate the facilities after application of the seal coat.

In areas inaccessible to spreading equipment, spread micro-surfacing mixture with hand

tools or other authorized methods. If placing with hand tools, lightly dampen the area first. Do not handle or shift the material.

Only place micro-surfacing if both the pavement and air temperatures are at least 50 degrees F and rising. Do not micro-surfacing if either the pavement or air temperature is below 50 degrees F and falling. The expected high temperature must be at least 65 degrees F within 24 hours after placement. Do not place micro-surfacing if rain is imminent or the air temperature is expected to be below 36 degrees F within 24 hours after placement.

The payment quantity for micro-surfacing is the weight determined by combining the weights of the aggregate and micro-surfacing emulsion. The payment quantity for micro-surfacing does not include the weights of added water and set-control additives.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in micro-surfacing, complete in place, including surface preparation including brooming or sweeping shall be considered as included in the price paid per ton for Micro-surfacing and no additional compensation will be allowed therefore.

The payment quantity for crack treatment is the length measured in miles along the centerline of the shared use path.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in crack treatment, shall be considered as included in the price paid per mile for Crack Treatment and no additional compensation will be allowed therefore.

### **10-1.23 Shoulder Backing**

Shoulder backing shall be in accordance with the provisions of Section 19-9 “Shoulder Backing”, of the Caltrans Standard Specifications, and these Special Provisions.

Do not place shoulder backing containing RAP within 100 feet measured horizontally from a culvert, watercourse, or bridge.

Remove weeds, grass, and debris from the area to receive shoulder backing. Do not excavate into the existing levee to place shoulder backing.

**The quantity shown in the Engineer’s Estimate for this item shall be considered approximate. No guarantee is made or implied that the quantity will not be reduced, increased or deleted as may be required by the Engineer based on field conditions.**

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing and placing shoulder backing, complete in place, shall be considered as included in the price paid per ton for Shoulder Backing and no additional compensation will be allowed therefore.

**10-1.24 Concrete Curbs, Gutters, Sidewalks, and Wheelchair Curb Ramps**

Contractor shall be responsible for replacing contractor damaged or broken concrete curb, gutter, sidewalk, curb returns, including wheelchair ramps, grooving, driveways, and flat work due to contractor's activities. The work shall be in accordance with the provisions of Sections 73, "Concrete Curbs and Sidewalks", and 90, "Concrete", of the Caltrans Standard Specifications, these Special Provisions, and as shown on the plans.

Portland cement concrete shall conform to Section 90-2, "Minor Concrete," of the Caltrans Specifications and shall contain not less than 505 pounds of cementitious material per cubic yard for all uses. Certification of the concrete shall be received from the vendor and delivered to the City Inspector at the time the concrete is poured.

The Contractor shall sawcut all existing concrete curb, gutter and sidewalks, driveways, and other concrete improvements that will be matched with new improvements at the locations indicated on the plans and where directed by the Engineer. The Contractor shall not cut into the toe of the levee embankment when constructing the ramp on the levee side at the Feather River Drive and Brookside Intersection.

Expansion joints shall be constructed wherever required by the Standard Specifications, at the locations indicated on the plans, and where directed by the Engineer. Expansion joints shall be filled with 3/8"-thick premolded expansion joint filler conforming to ASTM D-1751.

Concrete shall be cured using the curing compound method for curb, sidewalks, and gutters. The curing compound shall be the clear or translucent type conforming to the specifications of AASHTO Designation: M148, Type 1, except that the loss of water in the water retention test shall not exceed 0.040 gram per square centimeter or surface. The curing compound shall contain a fugitive dye and shall be applied at the approximate rate of one (1) gallon per one hundred fifty (150) square feet of area. The curing compound shall be applied in a manner that will provide a complete coating of all exposed faces of the concrete surface. Alternate curing methods shall be submitted to the Engineer for approval before use.

Reinforcing steel, where required, shall conform to Section 52, "Reinforcement", of the Caltrans Specifications and these Special Provisions. All rebar shall be Grade 60.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for concrete sidewalks, curb and gutter, and curb ramps, including all grading necessary for installation of concrete sidewalk or concrete ramps, to finished grade, supply and placing aggregate base, disposal of all excess material, all sawcuts, reinforcements where required, grading under concrete, backfill, compaction, watering, expansion joint filler, concrete and curing compound, grooving, and for doing all the work involved in furnishing and placing concrete sidewalks, curb and gutter or ramps, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be included in the prices paid per cubic yard of Minor Concrete (Curb, Gutter, Sidewalk and Curb Ramp) and no additional work

compensation will be allowed therefor. Where sidewalk, or driveway is adjacent to curb or curb and gutter, the six (6) inch dimension from face of curb to back of curb shall not be counted.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for installing truncated domes casted in place as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be included in the prices paid per square foot for Detectable Warning Surface and no additional work compensation will be allowed therefor.

**Broken pieces of concrete shall be immediately removed from the job site and disposed.** No portions of broken concrete shall remain on the job site overnight. 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.

#### **10-1.25 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 pavement paths, pavement ramps, driveways, curb and gutter, roadway surfaces, ditches, concrete, etc., landscaped areas, and all other improvements disturbed or damaged by his operations; including concrete damaged as part of the work.

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.

#### **10-1.26 Traffic Stripes, Painted Curbs, Pavement Markings and Markers**

Contractor shall be responsible for repairing and replacing Contractor-damaged traffic stripes and pavement legends, including crosswalks per the California MUTCD and Sections 84, "Traffic Stripes and Pavement Markings", and 85, "Pavement Markers", of the Caltrans Specifications, 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.

The thermoplastic material shall be free of lead and chromium and conform to State Specification PTH-02ALKYD (for markings) and PTH-02SPRAY (for stripes). Thermoplastic material shall be applied to the pavement at a minimum thickness of 0.060 inches for long lines (4 inches stripes and 8 inches stripes in width) and 0.100 inches for all legends and arrows. The crosswalk lines and limit lines shall be installed at a minimum thickness of 0.125 inches.

If the contractor chooses to install stripes by using a cart (extruded) rather than a striping vehicle, all striping shall be applied to the pavement at a minimum thickness of 0.090

inches. Glass beads shall conform to State Specification 8010-004 dated December 2009 (type II). Thermoplastic pavement markings and stripes shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

Use appropriate installation procedures according to manufacturer. 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.

Configuration of traffic stripes, pavement markings, and crosswalks 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.

All existing traffic stripes and pavement markings shall be removed where shown on the plans, where the existing striping conflicts with proposed striping, and as designated by the Engineer.

Existing pavement markers, including underlying adhesive, when no longer required for traffic lane delineation, as directed by the Engineer, shall be removed and disposed of.

Removal of traffic stripes and pavement markings, or the removal of objectionable material, shall be performed using methods approved in advance by the Engineer. All resulting residue and dust shall be removed immediately from the surface being treated. Such removal shall be by a vacuum attachment operating concurrently with the blast cleaning operation. **The removal of yellow paint and thermoplastic material shall include testing for lead prior to disposal of the material. Disposal of materials containing lead shall conform to state approved practices.** The removal of yellow paint and thermoplastic material shall also conform to the provisions in Section 10-1.27 "Construction Site Waste Materials Management" of these special provisions.

The Contractor shall place control points for the Engineer to review and approve. No additional "cat tracks" shall be placed until control points are approved by the Engineer. The Contractor shall obtain approval from the Engineer on all striping cat tracks prior to final application and striping and markers.

The Contractor shall place and remove any temporary striping required for routing traffic through the project area.

All thermoplastic shall be provided by the Contractor. Manufacturer and specifications shall be submitted for approval and shall conform to the specifications contained herein. All thermoplastic supplied shall conform to the local air pollution regulations. Traffic line markings shall be reflectorized and shall conform to the Caltrans Specifications, Section 84-2, "Thermoplastic Traffic Stripes and Pavement Markings".

Existing surface which is to receive the thermoplastic material shall be mechanically wire

brushed to remove all dirt and contaminants. Thermoplastic material shall be applied only to the dry pavement surfaces and only when the pavement surface 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 a new stripe or marking due to the failure of any Contractor to protect his work shall be repaired by him at no additional cost. Any over-spray or tracking of fresh thermoplastic material onto unpainted surfacing shall be removed by any methods to the satisfaction of the Engineer.

**Thermoplastic should be capable of maintaining an appropriate skid resistance under rainy or wet conditions for bicycles. The minimum coefficient of friction should be 0.30 as measured with California Test 342 to test surface skid resistance.**

The payment quantity for a traffic stripe is the length measured along the line of the traffic stripe without deductions for gaps in the broken traffic stripe.

The payment quantity for Thermoplastic Pavement Marking is paid for by the square foot of a the area covered by the thermoplastic marking.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing traffic stripes including any necessary cat tracks, dribble lines, and layout work, placement, removal, and disposal of any and all conflicting striping and pavement markers shall be considered as included in the contract prices paid for Thermoplastic Traffic Stripe, and no additional compensation will allowed therefore.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing legends, markings, and mile markers, including any necessary cat tracks, dribble lines, and layout work, placement, removal, and disposal of any and all conflicting striping and pavement markers shall be considered as included in the contract prices paid for Thermoplastic Pavement Marking, and no additional compensation will allowed therefore.

### **10-1.27 Construction Site Waste Materials Management**

#### **Lead Compliance Plan**

Attention is directed to Section 7-1.02K(6)(j)(ii) “Lead Compliance Plan,” and Section 15-2.02C(2) “Remove Traffic Stripes and Pavement Markings Containing Lead” of the Caltrans Specifications.

A lead compliance plan for worker health and safety must be prepared by a Certified Industrial Hygienist (CIH) and must be submitted and implemented prior to the start of

construction activities. This plan is needed in order to comply with California Occupational Safety and Health Administration (Cal OSHA) regulations addressing aerially deposited lead for projects involving soil disturbance, and to minimize worker exposure to lead chromate or lead while handling paint and thermoplastic residue.

Allow 7 days for the Engineer's review. Obtain authorization for the plan before starting any activity that presents the potential for lead exposure.

The plan shall include items listed in 8 CA of Regs § 1532.1(e)(2)(B). Obtain authorization for the plan before starting any activity that presents the potential for lead exposure. Contractor shall provide a safety training program to employees who have no prior training, including City employees. The safety training program shall comply with 8 CA Code of Regs § 1532.1 and the provided lead compliance plan. Contractor shall submit copies of air monitoring or job site inspection reports made by or under the direction of the CIH under 8 CA Code of Regs § 1532.1 within 10 days after the date of monitoring or inspection.

Supply personal protective equipment, training, and washing facilities required by your lead compliance plan for five City employees.

### **Removal of Traffic Stripe and Pavement Marking**

Removal of existing traffic stripes and marking shall be per Caltrans Standard Specifications Sections 15-2.02B and 15-2.02C.

Where grinding or other methods approved by the Engineer are used to remove thermoplastic traffic stripes and pavement markings, the removed residue, including dust, shall be tested for lead and chromium content. If the thermoplastic grindings are found to be hazardous, the materials shall be disposed of at a Class 1 facility.

Residue from removing traffic stripes and pavement markings which contains lead from the paint or thermoplastic. The average lead concentrations are less than 1,000 mg/kg total lead and 5 mg/L soluble lead. This residue:

1. Is a nonhazardous waste
2. Does not contain heavy metals in concentrations that exceed thresholds established by the Health and Safety Code and 22 CA Code of Regs
3. Is not regulated under the Federal Resource Conservation and Recovery Act (RCRA), 42 USC § 6901 et seq.

Submit a lead compliance plan under section 7-1.02K(6)(j)(ii) "Lead Compliance Plan", of the Caltrans Specifications.

### **Earth Material Containing Lead**

This section includes specifications for handling, removing, and disposing of earth material containing lead.

Submit a lead compliance plan.

If earth material is disposed of:

1. Disclose the lead concentration of the earth material to the receiving property owner when obtaining authorization for disposal on the property
2. Obtain the receiving property owner's acknowledgment of lead concentration disclosure in the written authorization for disposal
3. You are responsible for any additional sampling and analysis required by the receiving property owner

If you choose to dispose of earth material at a commercial landfill:

1. Transport it to a Class III or Class II landfill appropriately permitted to receive the material
2. You are responsible for identifying the appropriately permitted landfill to receive the earth material and for all associated trucking and disposal costs, including any additional sampling and analysis required by the receiving landfill

### **Soil Handling**

Excess soils must be handled as potential hazardous waste, or the excess soils must be tested for concentrations of lead prior to disposal.

### **Payment**

Full compensation for testing and preparation of lead compliance plan handling material contaminated, or potentially contaminated with aurally deposited lead, except as otherwise provided, shall be considered as paid for by the Contractor and no additional compensation will be allowed therefor.

Payment for handling, removal, and disposal of pavement residue that is a nonhazardous waste is included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

### **10-1.28 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 Caltrans Specifications and these Special Provisions.

Attention is directed to Section 8-1.02 "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 12-3.06, "Construction Area Signs," and Section 12-3.06B(2), "Stationary-Mounted Signs," of the Caltrans Specifications 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 and these special provisions.

Channelizers shall conform to the provisions in Section 8-1.02 "Pre-qualified and Tested Signing and Delineation Material" of these Special Provisions.

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.

Full compensation for furnishing, installing, maintaining, and removing construction area signs and marker panels on barricades, and installing and removing channelizers shall be considered as included in the lump sum price paid for "Traffic Control System", and no additional work compensation will be allowed therefor.

### **10-1.29 Roadside Signs**

Roadside signs shall be furnished, placed, and maintained at the locations shown on the plans, and as specified in City of Stockton Standard Drawings 36, 36A, and 36B, without coupling and extension.

**All new signs shall be 3M brand HIP and covered with anti-graffiti film (3M brand 1160 overlay film).**

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing roadside signs shall be considered as included in the contract price paid for the "Roadside Sign (One Post)", and no additional compensation will allowed therefore.

### **10-1.30 Guard Post (Mod)**

Guard posts shall be in accordance with the provisions of Section 56-3.02 "Steel Standards, Poles, Pedestals, and Posts", and 6-1.04 "Buy America" of the Caltrans Standard Specifications, and these Special Provisions.

Guard posts shall conform to ASTM A500 and consist of 6" x 3" x 3/8" steel tubes. Bollard base plates shall conform to ASTM A36 and consist of 12" x 12" base plates with 8-18 Stainless Steel - 3/4" x 8" lock & hinge pins.

Guard posts shall collapse to a maximum 4 inch height allowing vehicle traffic to pass. Guard posts shall lock in upright position with stainless steel lock pins. Padlocks will be

provided by the City of Stockton.

Guard posts supplied should be free from surface blemishes and defects where exposed to view in the finished installation. All surfaces shall be primed with rust & corrosion resistant, zinc rich primer w/ 5,000 hour salt spray performance. The anchor system for the guard posts must not exceed twenty-two inches deep, measured from the existing surface of the levee. Installation of guard post anchor systems shall comply with manufacturer provided instructions and drawings.

Guard posts may be provided by TrafficGuard Direct, Inc., MaxiForce Traffic Control Bollards, or approved equal.

This item includes the replacement of existing guard posts as shown on the plans. Where guard posts are to be replaced, the existing sleeve is to be cored out and replaced per the manufacturers recommendations. Payment for this replacement is considered as part of the line item for "Guard Post (Mod)" with no additional compensation therefore.

The contractor is hereby notified that prior to placing guard posts, they shall determine the exact location of all existing underground utilities in immediate vicinity. The contractor for this contract will be required to notify members of underground service alert 48 hours in advance of performing excavation work by calling the toll-free number 1-800-642-2444. Excavation, for the purpose of these requirements, shall be defined as being below the existing surface. The contractor shall be fully responsible for any and all damages due to their failure to exactly locate and preserve any and all underground utilities.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing guard posts including concrete footing, crushed rock, priming and painting, shall be considered as included in the contract price paid for the "Guard Post (Mod)", and no additional compensation will allowed therefore.

### **10-1.31 Tack Coat**

Includes tack coat as shown on the plans related to the provisions of Section 101, "Street Micro-surfacing", of the Standard Specifications, Section 37 "Bituminous Seals", of the Caltrans Standard Specifications, and these Special Provisions.

Apply a tack coat:

1. To existing pavement including planed surfaces
2. Between HMA layers
3. To vertical surfaces of:
  - 3.1. Curbs
  - 3.2. Gutters
  - 3.3. Construction joints

Equipment for the application of tack coat must comply with section 37-1.03B of the Caltrans Standard Specificaions.

Notify the Engineer if you dilute asphaltic emulsion with water. The weight ratio of added water to asphaltic emulsion must not exceed 1 to 1.

Measure added water either by weight or volume under section 9-1.02 or use water meters from water districts, cities, or counties. If you measure water by volume, apply a conversion factor to determine the correct weight. With each dilution, submit:

1. Weight ratio of water to bituminous material in the original asphaltic emulsion
2. Weight of asphaltic emulsion before diluting
3. Weight of added water
4. Final dilution weight ratio of water to asphaltic emulsion

Apply a tack coat to vertical surfaces with a residual rate that will thoroughly coat the vertical face without running off.

Immediately in advance of placing HMA, apply additional tack coat to damaged areas or where loose or extraneous material is removed. Close areas receiving tack coat to traffic. Do not allow the tracking of tack coat onto pavement surfaces beyond the job site.

By the ton. Includes tack coat as shown on the plans related to the provisions of Section 101, "Street Micro-surfacing", of the Standard Specifications, Section 37 "Bituminous Seals", of the Caltrans Standard Specifications, and these Special Provisions.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying tack coat shall be considered as included in the contract price paid per ton for Tack Coat, and no additional compensation will allowed therefore.

### **10-1.32 Salvage Gate**

Gates shall be salvaged in accordance with the provisions of Section 15 "Existing Facilities" of the Caltrans Standard Specifications. Gates shall be salvaged and delivered to the City Corporation Yard as approved by the Engineer.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, including hauling the gates to the City Corporation Yard, and for doing all the work involved in salvaging gates is considered as included in the contract price paid per each gate to be salvaged, and no additional compensation will be allowed therefore.

**SECTION 11 - BLANK**

**SECTION 12 - BLANK**

**SECTION 13 – BLANK**

**APPENDIX A – San Joaquin County Multi-Species Habitat Conservation and Open-Space Plan (SJMSCP)**

**APENDIX B - MAPS**

# INFORMATION PACKET

San Joaquin County  
Multi-Species Habitat Conservation  
and Open-Space Plan(SJMSCP)



SJCOG, Inc.  
555 E. Weber Avenue  
Stockton, CA 95202  
(209) 235-0600  
(209) 235-0483 FAX





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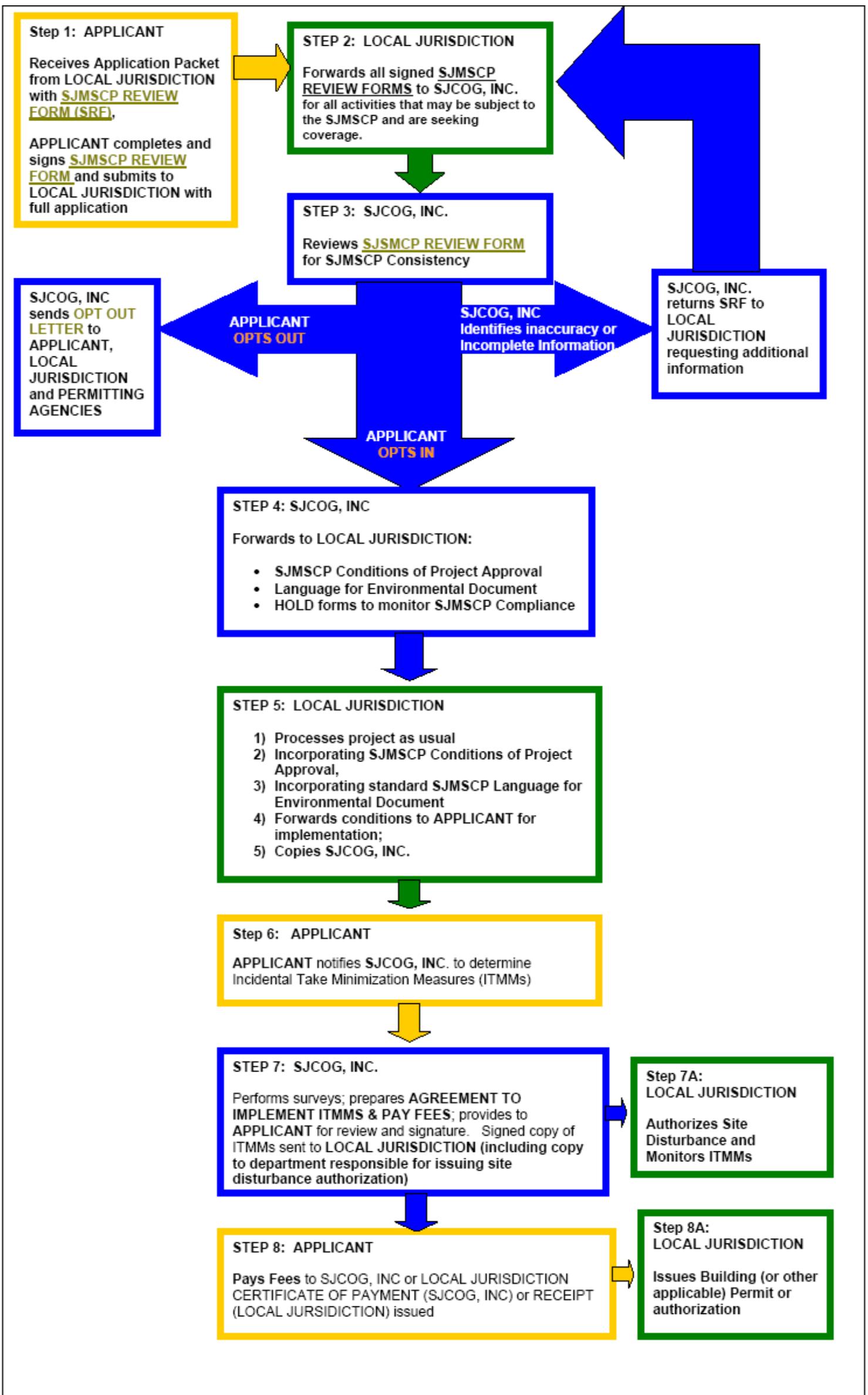
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**Appendix: Calculating and Paying Fees**

## **Summary**

The San Joaquin Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) is a master plan with the key purpose of balancing the need to conserve open space for wildlife and converting open space to accommodate a growing population while minimizing costs to project proponents and society at large. SJMSCP is administered by SJCOG, Inc. a non-profit corporation established by San Joaquin County and the cities of Escalon, Lathrop, Lodi, Manteca, Ripon, Stockton and Tracy.





# S J C O G, Inc.

## *San Joaquin County Multi-Species Habitat Conservation & Open Space Plan*

555 East Weber Avenue • Stockton, CA 95202 • (209) 235-0600 • FAX (209) 235-0483

### **SJMSCP Applicant Check List**

- APPLICANT completes SJMSCP Review Form (SRF) and submits signed SRF to LOCAL JURISDICTION, if applicable
- LOCAL JURISDICTION attaches JURISDICTION'S Project Referral Notice to SJMSCP Review Form and forwards SRF to SJCOG, Inc. with site plans and maps provided by APPLICANT. SRF is forwarded to SJCOG, INC. when project requires SJCOG, Inc. review whether APPLICANT opts in or opts out of the SJMSCP.<sup>1</sup>
- SJCOG, INC. provides LOCAL JURISDICTION/APPLICANT with SJMSCP RESPONSE to LOCAL JURISDICTION (RTLJ). SJCOG, INC. also forwards HOLD notices to affected departments to restrict issuance of grading, building or other permits or entitlements until SJMSCP compliance measures are met for those projects where the APPLICANT opts for SJMSCP Coverage.
- Prior to ground disturbance, arrange with SJCOG Inc. for a biologist to conduct a pre-construction survey on the property.
- The biologist will conduct a survey and issue the Incidental Take Minimization Measures (ITMM). The project APPLICANT should read and understand all measures of the ITMM's. The APPLICANT will need to sign and adhere to the ITMM's as stated in the document.
  - Changes to the ITMM's must be issued through the Habitat Technical Advisory Committee and the SJCOG, Inc. Board, with concurrence of the Permitting Agencies
- APPLICANT provides SJCOG, Inc. (and LOCAL JURISDICTION) with signed Agreement to Implement Incidental Take Minimization Measures (after contact with SJCOG, Inc. per conditions of project approval - previous step) for SJCOG, Inc. to "Officially Issue" with required measures and mitigation requirements. LOCAL JURISDICTION monitors implementation of ITMMs.
- APPLICANT must provide applicable SJMSCP mitigation (Fees, land, bond/letter of credit) to SJCOG, INC. or LOCAL JURISDICTION per conditions of project approval (previous step).
- If APPLICANT provides SJCOG, Inc. with bond or letter of credit prior to ground disturbance in lieu of SJMSCP Fees,
    - APPLICANT (and to LOCAL JURISDICTION) is provided by SJCOG, Inc. a Receipt for the bond/letter of credit for ground disturbance to commence with mitigation due at date certain within six (6) months or at issuance of Building Permit.
  - Fees paid for mitigation of a project cannot be refunded.

<sup>1</sup> **AND...for Prior Agreement Projects Only, include:**

- Copy of Biological Resources Analysis identifying approved mitigation measures for the project from approved or certified environmental document
- File-Stamped/Dated Copy of Notice of Determination or Completion approving environmental analysis



# S J C O G, Inc.

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### **SJMSCP REVIEW FORM (SRF) INSTRUCTIONS - Page 1 of 2**

#### **SJMSCP APPLICATION/REVIEW FORM.**

This SJMSCP Application/Review Form (reverse side) should be completed (see reverse side) and submitted for all activities that **are or may be** subject to the SJMSCP-**whether the Applicant is or is not seeking coverage under the SJMSCP.**

- All activities that ARE required to pay a SJMSCP fee (as identified on the SJMSCP Compensation Zone Maps), or that MAY have a potential to impact biological resources (e.g., ground disturbance, vegetation removal) must complete this SJMSCP Review Form and submit to SJCOC, Inc.
- Only activities (including those which are not required to pay a SJMSCP Fee) need not complete the form **if**:
  - NO potential to impact biological resources
  - NO ground disturbance or vegetation removal activity will occur outside of existing structures, project footprint or pavement areas that pre-dated the SJMSCP or already are in compliance with the SJMSCP

#### **WHAT IS THE SJMSCP?**

The San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) provides coverage for impacts to biological resources pursuant to the California Environmental Quality Act (CEQA), the California Endangered Species Act (CESA) and Federal Endangered Species Act (FESA) and is approved and authorized by the California Department of Fish and Game and the United States Fish and Wildlife Service. Pursuant to these authorizations, applications submitted to this jurisdiction are forwarded to SJCOC, Inc. for accounting and reporting purposes and to guide those participating in the Plan to comply with the provisions of the SJMSCP.

#### **ARE MY ACTIVITIES SUBJECT TO THE SJMSCP?**

Below is a general description of the types of activities subject to the SJMSCP. If subject to the SJMSCP, participation in the SJMSCP is voluntary. For activities that are **or may be** subject to the SJMSCP, **if the Applicant elects to “opt out” of SJMSCP coverage the Applicant shall complete the SJMSCP Review Form** and work with the Local Jurisdiction and the Permitting Agencies (California Department of Fish and Game and the U.S. Fish and Wildlife Service) to establish alternative measures for mitigating impacts to biological resources.

#### **Not Subject to SJMSCP**

All activities with **NO** potential to impact biological resources AND **NO** ground disturbance AND which are **NOT** required to pay a SJMSCP Fee as identified on the compensation maps are **not subject to the SJMSCP and the SJMSCP Review Form need not be completed.** These include but are not limited to:

ALCOHOL SALES PERMIT	ELECTRICAL	PLUMBING
BOARDING UP WINDOWS AND DOORS	ELECTRICAL SERVICE CHANGE	GAS LINE
CODE ENFORCEMENT	MISC COMMERCIAL/ RESIDENTIAL	MISCELLANEOUS PLUMBING
HOUSING CODE VIOLATIONS REPAIR PERMIT	PHOTOVOLTAIC SYSTEM	WATER HEATER
MINOR VARIANCE	FIRE	RESIDENTIAL
COMMERCIAL	CHIMNEY LINER	ADDITION/REMODEL (INTERNAL) PERMIT **
AWNING/CANOPY	FIRE ALARM/MONITORING SYSTEM	AWNING/CANOPY
GOVERNMENT BUILDING	FIRE INSERT	AUXILIARY
REMODEL/MECHANICAL	FIRE SPRINKLERS	BUILDING/SHED/STORAGE**
MISCELLANEOUS MECHANICAL	HOOD & DUCT FIRE SUPPRESSION SYSTEM	REROOF PERMIT
OPERATION/REPAIR/MAINTENANCE	FOUNDATION REPAIR PERMIT	STUCCO/SIDING PERMIT
REMODEL PERMIT	FUEL TANKS	SWIMMING POOL SOLAR
REROOF PERMIT	GARAGE/BUILDING CONVERSION	SWIMMING POOL/SPA PERMIT
STORAGE RACKS	HISTORIC PRESERVATION PERMITS	SOLAR HEATING/ROOF TOP
TENANT IMPROVEMENT	HVAC	SIGN PERMIT (ATTACHED TO BUILDING)
DEFERRED SUBMITTAL	OUTDOOR/LANDSCAPING **	STREET NAME PERMIT
DEMOLITION:	IRRIGATION CONTROL	VAPOR RECOVERY SYSTEM
COMMERCIAL/ RESIDENTIAL	OUTDOOR KITCHEN	WINDOW REPLACEMENT
ELEVATION/MASTER PLAN	PATIO/DECK/PATIO	WOOD/GAS STOVE
	COVER/ENCLOSURE	
	RETAINING WALL/FENCE	

\*\* If within existing approved subdivisions

#### **May be Subject to SJMSCP**

All activities that **MAY** have the potential to impact a biological resource, or projects required to pay a SJMSCP fee **must complete the Review Form and submit it to SJCOC.** These activities include but are not limited to:

<b>ALL NEW RESIDENTIAL/COMMERCIAL/INDUSTRIAL CONSTRUCTION</b> (i.e.: MULTI UNIT DWELLINGS/MANUFACTURED HOME/HOTEL/MOTEL)	GRADING PERMIT
<b>ALL UNMAPPED/ANNEXATION PROJECTS</b>	INFILL DEVELOPMENT (NEW)
BANK/OUTFALL/DETENTION BASIN CONSTRUCTION/REPAIR	RESIDENTIAL/COMMERCIAL/INDUSTRIAL
BLANKET UTILITY ENCROACHMENT PERMIT	INFRASTRUCTURE IMPROVEMENTS
COMMERCIAL/INDUSTRIAL ADDITIONS	MISC COMMERCIAL (NON BLDG)
ENTITLEMENTS INCLUDING BUT NOT LIMITED TO:	PARKING LOT (NEW/EXPANSION)
CONDITIONAL USE PERMITS	RESIDENTIAL
SUBDIVISION MAP	ACCESSORY BUILDING/STORAGE SHED PERMIT**
SITE DEVELOPMENT/IMPROVEMENTS	DETACHED GARAGE/CARPORT **
TENTATIVE PARCEL MAP	ROAD IMPROVEMENT PROJECT
GOVERNMENT BUILDING NEW /ADDITION	SIGN (STAND ALONE)
GOVERNMENT MISC	TEMPORARY STRUCTURES (ALL)
	TOWER/ANTENNA/MONOPOLE/POWER POLE

\*\* Outside approved subdivisions

**All Activities or Projects subject to the SJMSCP that have NOT undergone review by SJCOC, Inc., completed biological assessment, and paid applicable SJMSCP Fees will not receive SJMSCP coverage.**



**S J C O G, Inc.**

*San Joaquin County Multi-Species Habitat Conservation & Open Space Plan*

555 East Weber Avenue • Stockton, CA 95202 • (209) 235-0600 • FAX (209) 235-0483

**SJMSCP REVIEW FORM (SRF) – Page 2 of 2**

**Complete, Sign and Submit with all Applications**

**Applicant Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone/Fax:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Local Jurisdiction or Lead Agency/Permittee (check one):**

- Escalon
- Lathrop
- Lodi
- Manteca
- Ripon
- Stockton
- Tracy
- San Joaquin County
- SJCOG
- Caltrans
- SJAFCFA
- SSJID
- SEWD
- EBMUD
- Other: \_\_\_\_\_

Local Jurisdiction/Lead Agency Contact: \_\_\_\_\_

Project Title: \_\_\_\_\_  
*(per referral notice/advisory agency notice)*

Project Description: \_\_\_\_\_  
 \_\_\_\_\_

Current Site Use: \_\_\_\_\_

Project Location: \_\_\_\_\_

Assessor Parcel #s: \_\_\_\_\_

Total Acres: \_\_\_\_\_ Is an Army Corp. 404 Permit required? Y\_\_\_\_\_ N\_\_\_\_\_

**A. ALL APPLICANTS, check ONE of the following:**

1.  I, we, **DECLINE** coverage pursuant to the SJMSCP. I, we, understand that declining coverage pursuant to the SJMSCP will require undertaking negotiations with the Local Jurisdiction and Permitting Agencies to avoid potential significant adverse impacts to biological resources where such impacts may occur. I, we, verify that the information contained in this application is true and correct.
2.  I, we, **REQUEST COVERAGE** pursuant to the SJMSCP. I, we, understand that this project may be subject to Habitat Technical Advisory Committee review and approval to gain coverage pursuant to the SJMSCP **and that signing this form constitutes authorization for SJCOG, Inc. representatives to enter the subject property for the purposes of assessing biological resources and compliance with the SJMSCP.** I, we, verify that the information contained in this application is true and correct.

\_\_\_\_\_  
*Applicant Signature* Printed Name Date

\_\_\_\_\_  
*Landowner Signature (if different from Applicant)* Printed Name Date

**B. ALL APPLICANTS: Attach the following information (including those opting OUT of the SJMSCP)**

- This form, signed
- Location Map(s) and Map(s) or Site Plan(s)

**FOR LOCAL JURISDICTION USE ONLY:**

**LOCAL JURISDICTION: Attach the following information (including those opting OUT of the SJMSCP)**

- This form, signed
- Location Map(s) and Map(s) or Site Plan(s)

**Prior Agreement Projects Only, include:**

- Copy of Biological Resources Analysis identifying approved mitigation measures for the project from approved or certified environmental document
- File-Stamped/Dated Copy of Notice of Determination or Completion approving environmental analysis



**Submit to:**  
 SJCOG, Inc.  
 Attn: Habitat Conservation Planning Division  
 555 E. Weber Ave.  
 Stockton, CA 95202-2804  
 (209) 235-0600 / [www.sjco.org](http://www.sjco.org)

## Frequently Asked Questions

### **How does the SJMSCP apply to Project Applicants within San Joaquin County?**

The Plan allows SJMSCP Permittees (SJCOG, Inc., San Joaquin County and the cities of Escalon, Lathrop, Lodi, Manteca, Ripon, Stockton and Tracy) to issue Incidental Take Permits or allows project applicants to mitigate for impacts to SJMSCP Covered Species resulting from Open Space land conversion resulting from covered projects. Once an Incidental Take Permit is issued it allows the project applicant to unintentionally “Take” a threatened or endangered species listed under the Federal and California Endangered Species Act.

### **What are the Covered Projects?**

The SJMSCP covers the following activities within San Joaquin County: urban development, mining, expansion of existing urban boundaries, non-agricultural activities occurring on agriculturally-zoned properties, projects which could affect fisheries or wetlands indirectly which are located within non-jurisdictional waters, transportation projects, school expansions, non-federal flood control projects, new parks and trails, utility installation, maintenance activities, managing preserves, and similar public agency projects.

These activities can be undertaken by both public and private individuals operating in San Joaquin County.

### **What are the benefits of Participation?**

- Fulfills ESA, CESA, NEPA, CEQA requirement
- Provides consistent and predictable mitigation measures
- Guarantees no further mitigation, except for Incidental Take Minimization Measures

required in limited cases

- Provides a streamlined permitting process saving time and planning costs
- Eliminates costs of both biological surveys and pre-construction surveys for Project Proponents
- Allows for off-site mitigation, thereby allowing greater use of project land
- Benefits covered species such as San Joaquin kit fox, Swainson's hawk and California tiger salamander

### **How Does Coverage Work?**

Project applicants have four options to receive Coverage, with approval by SJCOG, Inc.:

1. Pay the appropriate fee. A fee is assessed depending on which of the four habitats the project lies within.
2. Dedicate habitat lands as conservation easement or fee title.
3. Purchase mitigation bank credits from a mitigation bank approved by SJMSCP.
4. Propose an alternative mitigation plan, consistent with the goals of the SJMSCP and equivalent in biological value.

### **Are There Areas Where Covered Activities Require Prior Approval to Participate?**

Yes. Certain covered activities within San Joaquin County occur over a wide area and their exact locations cannot be precisely known, therefore the biological impacts cannot be assessed until submittal of a land development application to the San Joaquin County Community Development Department. Coverage for unmapped land uses shall be subject to a case-by-case review by the Habitat Technical Advisory Committee (HTAC) to ensure biological impacts fall within established parameters.

### **Am I Required to Participate in the SJMSCP?**

Participation in the SJMSCP is voluntary for project applicants except when conditioned to participate by a Permittee. Project applicants within a Permittee's jurisdiction who opt out of the SJMSCP shall satisfy applicable ESA, CESA, NEPA, CEQA, and other applicable local, state and federal laws and regulations provisions through consultations with the Permitting Agencies and local planning agencies.

### **Is Access to My Property Required?**

Yes. A biologist on-call with SJCOG, Inc. will be dispatched to the project site to conduct a pre-construction biological survey **prior to ground disturbance**. The biologist collects information only relating to the project site such as habitat type and presence of covered species. The information collected is used to create Incidental Take Minimization Measures which is provided to the project applicant if a covered species is found.

### **What if a Covered Species is found within the Project Site?**

If a covered species is found within the project site and cannot be avoided through the measures provided, then it may be relocated to an appropriate site by CDFG, USFWS (for federally-listed species) or a qualified biologist approved by permitting agencies at the project applicant's expense.

### **What Activities are not covered?**

- Any agricultural activities located on agriculturally zoned land. Project applicants shall negotiate directly with state and federal agencies if mitigation is required.
- Dredging activities are not covered except for dredging activities of limited size already permitted pursuant to Nationwide Permits #19 and #35 and Regional Permit #34.
- Activities which require a Streambed Alteration Agreement from the CA Dept. of Fish and Game. The SJMSCP may be amended in the future to include Streambed Alteration Agreements.
- Water Diversion and Conveyance.

- Activities currently receiving Take authorization under an existing biological opinion.
- The use of any pesticide is not a covered activity under the SJMSCP and remains subject to the Federal Endangered Species Act, California Endangered Species Act, Federal Clean Water Act and other state and federal regulations. Property owners are encouraged to contact state and federal agencies to determine requirements pertaining to their projects.
- Activities involving tidally influenced wetlands, jurisdictional wetlands or other waters of the United States.

### **If My Activities are not Covered, Can I Request Coverage from SJCOG, Inc. or Use the SJMSCP for Mitigation?**

Yes. An applicant with a non-covered activity can submit a request of coverage using one of the four options to receive coverage or propose equivalent compensation to SJCOG, Inc. Activities not receiving coverage under the SJMSCP may still be eligible to purchase mitigation credits from mitigation banks.

### **What are the Steps Involved for an Applicant with a Non-covered Activity Requesting Coverage?**

Prior to any groundbreaking work the project applicant submits to SJCOG, Inc. a “Request for Project Coverage Form” which will be reviewed by the Habitat Technical Advisory Committee. If the applicant agrees with the decision, then the applicant chooses one of the four options (see “How Does Coverage Work?”). If the applicant disagrees with the decision, they may appeal to the SJCOG, Inc. Board.

An applicant choosing option 4 must submit a SJMSCP Equivalent Proposal Form with a proposal. The form will be forwarded to the California Department of Fish and Game (CDFG) and the U.S. Fish and Wildlife Service (USFWS) for comments.

## Timing of Payments, In Lieu Dedications or Mitigation Banking and Descriptions

### 5.3.2 METHODS BY WHICH INDIVIDUALS PROVIDE MITIGATION PURSUANT TO THE SJMSCP

Individuals seeking coverage under the SJMSCP may undertake one or a combination of two or more of the following three options to provide compensation pursuant to the SJMSCP:

- A. Pay the appropriate fee as indicated in Section 7.4.1; or
- B. Dedicate, as conservation easements or fee title, or in-lieu dedications (as specified in Sections 5.3.2.2 and 5.3.2.3, herein); or
- C. Purchase approved mitigation bank credits as specified in Section 5.3.2.4.
- D. Propose an alternative mitigation plan, consistent with the goals of the SJMSCP and equivalent in biological value to options A, B or C, above, subject to approval by the JPA with the concurrence of the Permitting Agencies' representatives on the TAC.

#### 5.3.2.2 In-Lieu Land Dedications

Private individuals receiving Incidental Take coverage pursuant to the SJMSCP may, in-lieu of fee payments, offer suitable land for dedication. Dedications shall be approved by the JPA with the concurrence of the Permitting Agencies' representatives on the TAC. In-lieu lands shall meet minimum parcel sizes designated in the SJMSCP Preserve design descriptions or, if smaller, should be adjacent to an existing Preserve which, in combination with in-lieu lands, meets Preserve size minimums. In-lieu lands shall include an endowment payment (equal to the management endowment and administration costs of land acquisitions as prescribed in Sections 7.2.3 and 7.2.4) to ensure the management of the dedicated land in perpetuity. Dedicated land may be lands on-site or off-site from the project location owned by the Project Proponent. Conservation easements (or fee title) for owner-dedicated lands, referencing the JPA or another suitable agency or organization as easement or fee title holder, shall be recorded with the office of the County Recorder. Easements shall be consistent with the requirements of California Civil Code Section 815.3 which specifies those who are qualified to hold conservation easements.

#### 5.3.2.3 Timing of Fee Payments, In-Lieu Dedications or Mitigation Banking

Under the normal permitting process implemented by local government jurisdictions in San Joaquin County, ground disturbance (including grading) may occur prior to the local government jurisdiction's issuance of a Building Permit. For example, once a *tentative* subdivision map to create new residential lots is approved by a local government agency (e.g., the City of Tracy's City Council or the San Joaquin County Board of Supervisors) with conditions, the Project Proponent must fulfill many of the project conditions (e.g., constructing new roads or installing water or sewer lines) before gaining approval of a *final* subdivision map. Once the final subdivision map is completed, new residential lots may be sold to the general public. Once a newly created subdivision lot is purchased, the new owner of the lot normally applies for a Building Permit to construct a new home on the newly created subdivision lot.

However, different development projects may undergo variations in this permitting process (e.g., Project Proponents may receive only Building Permits for small projects which address both building and grading activities, but Project Proponents are not required to secure Grading Permits due to the relatively small amounts of dirt being moved by the project). The majority of development projects in San Joaquin County require Building Permits during at least one phase of the development process. Many of San Joaquin County's largest projects also require Grading Permits. Therefore, given this variation in the types of permits which may be issued at varying times during the development process, the following provisions shall be implemented 1) to address the variations in the types of permits required, and timing of the acquisition of those permits, for the various development projects in San Joaquin County, 2) to provide a uniform approach amongst the local government agencies for timing the collection of fees or requiring purchases of mitigation banking credits, 3) to provide maximum flexibility for developers to finance their projects without creating adverse impacts to SJMSCP Covered Species, and 4) to ensure that compensation will occur pursuant to the SJMSCP by using familiar permitting procedures already used by local government agencies:

For so long as the 350-acre jump-start (Section 8.6) remains in place, the timing of compensation pursuant to the SJMSCP shall be as follows:

- A. Collection of Fees/Purchase of Mitigation Banking Credits for Projects Less Than or Equal to 350 Acres in Size (projects equivalent in size or smaller than the jump-start): collection of fees or purchase of banking credits will occur prior to or at the time of issuance of Building Permits so long as Site Disturbance without compensation (i.e., grading or vegetation removal has occurred with or without permits, but Building Permits have not yet been issued) does not exceed 500 acres total at any time during the term of the SJMSCP for SJMSCP Permitted Activities undertaken by project proponents opting for coverage pursuant to the SJMSCP. When Site Disturbances without compensation pursuant to this provision reaches 500 acres total, then the JPA and Permittees shall require the fee collections or purchase of banking credits for projects less than or equal to 350 acres in size to occur pursuant to the same schedule as required for projects exceeding 350 acres as described in paragraph B.
- B. Collection of Fees/Purchase of Mitigation Banking Credits for Projects Exceeding 350 Acres: collection of fees for land acquisition or purchase of banking credits will occur either:
1. Prior to issuance of a Grading Permit (or prior to Ground Disturbance if no Grading Permit is required); or,
  2. The Project Proponent may bond for payment of the applicable SJMSCP fees prior to the issuance of a Grading Permit (or prior to the commencement of Ground Disturbance if no Grading Permit is required). Bonds posted pursuant to this provision shall be released, to the extent possible, after full project buildout and after all appropriate fees have been paid with respect to each building permit associated with the project. Provisions for releasing portions of the bond as buildout progresses may be established on a case-by-case basis upon request of the Project Proponent. Only bonds issued by a bond surety admitted in California by the California Department of Insurance will be accepted unless otherwise approved by the JPA with the concurrence of the Permitting Agencies.

- C. Collection of Fees/Purchase of Mitigation Banking Credits for Conversion of Vernal Pool Grasslands to Orchards and Vineyards shall occur prior to ground disturbance.
- D. Land Dedications in Lieu of Fee Payments or in Lieu of Mitigation Banking Regardless of Project Size: Shall occur prior to ground disturbing activities (i.e., prior to the issuance of a Grading or Building Permit, whichever occurs first) unless an extension is requested, in writing to the JPA, by the Project Proponent and granted to a date certain by the TAC, with the concurrence of the Permitting Agencies' TAC representative, based upon the following findings:
- 1) The time extension will not jeopardize the proper functioning of SJMSCP, and
  - 2) The time extension will not adversely affect any SJMSCP Covered Species.

The TAC, with the concurrence of the Permitting Agencies' TAC representative, may impose conditions on the time extension as necessary to provide assurances to the JPA that the Project Proponent shall provide compensation pursuant to the SJMSCP consistent with the requirements of the SJMSCP.

If the 350-acre jump-start ceases to exist, then the provisions of paragraph B shall apply for all SJMSCP Permitted Activities, regardless of size and regardless of the compensation method selected (i.e., fees, land dedications in-lieu of fee payments, or purchase of mitigation banking credits).

#### 5.3.2.4 Mitigation Banking

The SJMSCP anticipates using two categories of mitigation banks:

- A. **SJMSCP Mitigation Banks.** The SJMSCP anticipates enhancing and/or restoring vernal pool lands in excess of those required for compensation under the SJMSCP. This excess may be sold as mitigation or compensation "credits" to individuals not covered by the SJMSCP and in need of vernal pool mitigation lands. The SJMSCP may consider establishing other types of mitigation banks during the life of the Plan, as deemed necessary.
- B. **Private Mitigation Banks.** A private property owner may establish a mitigation bank on all or a portion of his or her property for one or more SJMSCP Covered Species. A Project Proponent needing that particular habitat type for mitigation for a project elsewhere may then pay the property owner or "bank operator" to permanently manage the enhanced property for SJMSCP Covered Species. Private mitigation banks shall be consistent with the SJMSCP Preserve selection criteria (Section 5.4.4) and shall be approved by appropriate state and federal agencies pursuant to applicable state and federal guidelines for mitigation banks and other applicable policies, laws and regulations. Credits purchased from private mitigation banks must be for habitats which already are existing as protected lands within the mitigation bank Preserves prior to the purchase of credits (i.e shall not be purchased from mitigation banks which intend to create protected lands in the future).

Land banks used to offset impacts to wetlands must comply with Federal Register Notice: November 28, 1995, Vol. 60, No. 228, Federal Guidance for the Establishment, Use and Operation of Mitigation Banks, and other applicable polices, laws, and regulations. All mitigation banks, whether SJMSCP banks or private mitigation banks, shall be reviewed and approved by the Permitting Agencies prior to use. Aerial photographs indicating the condition of habitat lands, prior to undertaking habitat enhancements for banking, shall be used when establishing baseline conditions for mitigation banks unless otherwise approved by the Permitting Agencies.

## Incidental Take Minimization Measures

### INCIDENTAL TAKE MINIMIZATION MEASURES FOR SJMSCP COVERED SPECIES RECEIVING INCIDENTAL TAKE COVERAGE PURSUANT TO ESA AND CESA AND MITIGATION MEASURES FOR SJMSCP COVERED SPECIES RECEIVING CEQA COVERAGE

#### 5.2.4.1 Valley Elderberry Longhorn Beetle (VELB)

In areas with elderberry bushes, as indicated by the *SJMSCP Vegetation Maps* or per a pre-construction survey identification or other sources indicated in Section 5.2.2.3, the following shall occur:

- A. If elderberry shrubs are present on the project site, a setback of 20 feet from the dripline of each elderberry bush shall be established.
- B. Brightly colored flags or fencing shall be placed surrounding elderberry shrubs throughout the construction process.
- C. For all shrubs without evidence of VELB exit holes which cannot be retained on the project site as described in A and B, above, the JPA shall, during preconstruction surveys, count all stems of 1" or greater in diameter at ground level. Compensation for removal of these stems shall be provided by the JPA within SJMSCP Preserves as provided in *SJMSCP Section 5.5.4(B)*.
- D. For all shrubs with evidence of VELB exit holes, the JPA shall undertake transplanting of elderberry shrubs displaying evidence of VELB occupation to VELB mitigation sites during the dormant period for elderberry shrubs (November 1 - February 15). For elderberry shrubs displaying evidence of VELB occupation which cannot be transplanted, compensation for removal of shrubs shall be as provided in *SJMSCP Section 5.5.4 (C)*.

#### 5.2.4.2 Moestan and Molestan Blister Beetle

The biology of these species is poorly known, but the species are presumed to be extant and may be discovered in annual grasslands, foothill woodlands or saltbush (*Atriplex*) scrub which remain in patches within the historical occupation site of these species. Therefore, if discovered on a project site and prior to ground disturbance, Incidental Take Minimization Measures shall be formulated by the TAC and approved by the JPA with the concurrence of the Permitting Agencies' representatives on the TAC in accordance with the SJMSCP's Adaptive Management Plan (Section 5.9.4).

#### 5.2.4.3 Ciervo Aegialian Scarab Beetle

This species is presumed to be extirpated, because its habitat, sand dunes, have been destroyed in the County. However, if rediscovered on a project site and prior to ground disturbance, Incidental Take Minimization Measures shall be formulated by the TAC and approved by the JPA with the concurrence of the Permitting Agencies' representatives on the TAC in accordance with the SJMSCP's Adaptive Management Plan (Section 5.9.4).

#### 5.2.4.4 Vernal Pool Plants and Vernal Pool Invertebrates

Full avoidance of succulent owl's clover, legenera, Greene's tuctoria, longhorn fairy shrimp and Conservancy fairy shrimp is required by the SJMSCP in accordance with the full avoidance measures in Section 5.5.9. For all other vernal pool plants and vernal pool invertebrates:

- A. Filling vernal pools shall be delayed until pools are dry and samples from the top layer of vernal pools soils are collected. Soil collections shall be sufficient to include a representative sample of plant and animal life present in the pools by incorporating seeds, cysts, eggs, spores and similar inoculum.
- B. Collected soils shall be dried and stored in pillow cases labeled with the date and location of soils collected. Soils will be deposited with the JPA. The JPA shall retain the soils in a cool, dry area and shall be responsible for providing soils to vernal pool construction managers for inoculating newly created vernal pools on Preserve lands.
- C. Preconstruction surveys, conducted in compliance with U.S. Fish and Wildlife Service protocols [as required in Section 5.2.2.5(E)] approved and in place at the time the surveys are conducted, shall be conducted to determine the presence or absence of Conservancy and/or longhorn fairy shrimp within vernal pools or other wetlands located southwest of I-580 in the *Southwest Zone* unless avoidance of vernal pools and/or wetlands is achieved in compliance with SJMSCP Section 5.5.9.

#### 5.2.4.5 California Tiger Salamander and Western Spadefoot Toad in Association with Projects that Require a Permit Pursuant to Section 404 of the Federal Clean Water Act

Incidental Take Minimization Measures apply to known California tiger salamander occurrences. All required minimization measures will be prescribed through technical assistance provided to the U.S. Army Corps of Engineers by the U.S. Fish and Wildlife Service of Nationwide and standard permitting within the SJMSCP Permit Area, concurrent with formal consultations conducted for listed vernal pool species, or through the JPA with the concurrence of the Permitting Agencies' representatives on the TAC. The approach to impact minimization measures outlined in this section of the SJMSCP for California tiger salamander will provide the framework for Corps 404 permit streamlining described further in SJMSCP Section 5.6.1. Specific measures for impact minimization will be based on the framework provided in the SJMSCP. The JPA intends that the SJMSCP will provide an option for project applicants to meet some or all of the compensation requirements assessed as part of the 404 regulatory process for California tiger salamander, should this species become federally listed.

The measures will be based on the need to avoid and minimize impacts to breeding, feeding, and sheltering behaviors of California tiger salamander (See SJMSCP Chapter 2), and will include, but not be limited to, consideration of the following: a) effects to aquatic habitat, including retaining pools and maintaining appropriate pool hydrology to enable successful metamorphosis of larvae to occur, but which does not foster non-native aquatic predators; b) retention of small mammal burrows and other suitable estivation habitat (e.g., underground holes, cracks, or niches) in adjacent uplands; c) maintenance of open habitat between breeding ponds and estivation sites (e.g., roads and other linear barriers) can increase mortality or even prevent migrations and dispersal significantly increasing harm to and mortality of salamanders); d) siting replacement wetland habitat, whenever possible, within approximately 1.5 miles of other known breeding sites.

In potential California tiger salamander habitat, projects shall survey according to the current protocol approved by the TAC and the Permitting Agencies. If salamanders are detected, Incidental Take Minimization Measures shall be applied.

5.2.4.6 California Tiger Salamander, Western Spadefoot Toad - in Association with Projects that Do Not Require a Federal Clean Water Act Section 404 Permit

To minimize impacts and Take of California tiger salamander, the following measures should be implemented for SJMSCP Covered Activities not requiring a Federal Clean Water Act Section 404 Permit:

- a. Retain known breeding sites.
- b. In potential California tiger salamander habitat, projects shall survey according to the current protocol approved by the TAC and the Permitting Agencies' representatives on the TAC. If salamanders are detected, Incidental Take Minimization Measures shall be applied.
- c. If a proposed project intends to eliminate aquatic habitat (including wetlands, ponds, springs and other standing water sources), and create a new, on-site habitat, then the newly created habitat shall be created and filled with water prior to dewatering and destroying the pre-existing habitat. Dewatering and relocation of aquatic habitats on-site should occur when the water source is dry under natural conditions, or otherwise outside of the full breeding season for tiger salamanders (December to June) to allow larvae to metamorphose and migrate to upland habitat.
- d. If a proposed project intends to eliminate aquatic habitat including wetlands, ponds, springs and other standing water sources, and will not create a new, on-site habitat, then dewatering should occur prior to commencement of construction and other Site Disturbing Activities. Dewatering and relocation of aquatic habitats should occur outside of the time period when adult salamanders are breeding (approximately December to February).
- e. Apply those other measures that are utilized to minimize impacts and Take of the California tiger salamander that are developed as described in 5.2.4.5 above. Those other measures will address: a) effects to aquatic habitat, including retaining pools and maintaining appropriate pool hydrology to enable successful metamorphosis of larvae to occur, but which does not foster non-native aquatic predators; b) retention of small mammal burrows and other suitable estivation habitat (e.g., underground holes, cracks, or niches) in adjacent uplands; c) maintenance of open habitat between breeding ponds and estivation sites (e.g., roads and other linear barriers can increase mortality or even prevent migrations and dispersal significantly increasing harm to and mortality of salamanders); d) siting replacement wetland habitat, whenever possible, within approximately 1.5 miles of other known breeding sites.

#### 5.2.4.7 Red-Legged Frogs and Foothill Yellow-Legged Frogs

Red-legged frogs and foothill yellow-legged frogs occur in the creeks and wetlands in foothill areas. Red-legged frogs and foothill yellow-legged frogs do not occur on the valley floor. Therefore, the following Incidental Take Minimization Measures apply to the eastern foothills (primarily in the *Vernal Pool Zone*) and the *Southwest Zone* only where new development is proposed on parcels with creeks, rivers or wetlands, especially ponds:

- A. A 300 foot setback, incorporating both riparian vegetation and uplands, shall be provided on both sides of creeks and on all sides of wetlands (for a total of 600 feet in setbacks) occupied by red-legged frogs or yellow-legged frogs identified through pre-construction surveys conducted by the JPA or documented in the *SJMSCP GIS Database*. These 300' setbacks shall be measured horizontally from the top of the bank and shall extend the entire length of the stream (or other linear wetlands) within the boundaries of the project site. These setbacks may be reduced by the TAC with the concurrence of the Permitting Agencies' representative on the TAC if the reduction: 1) does not affect habitat (e.g., the stream becomes piped and travels underground) or 2) the reduction will not result in an adverse impact to the species or reduction in the biological values of the habitat. Setbacks shall maintain existing vegetation free of disturbance and be free of new construction, new wells, storage or parking of equipment or materials, and other activities which compact or disturb soils or vegetation or which could introduce contaminants into the aquatic habitat. Setbacks shall be delineated by flagging or brightly colored temporary fencing during the construction process. Setbacks shall be indicated on final maps and include a map note referencing prohibitions within the setbacks. For entitlements which do not include a map, the condition shall be enforced through the recordation of an easement referencing prohibitions within the setback. The JPA may approve alternative methods of enforcing the provisions of the setback with the concurrence of the Permitting Agency representatives on the TAC.
- B. Water quality within creeks and wetlands inhabited by red-legged frogs or foothill yellow-legged frogs shall be maintained through implementation of appropriate erosion control measures to reduce siltation and contaminated runoff from project sites (e.g., by maintaining vegetation within buffers and/or through the use of hay bales, filter fences, vegetative buffer strips, or other accepted equivalents).
- C. Construction and other ground disturbances shall be prohibited within established setbacks. The use of insecticides, herbicides, rodenticides and pesticides within established setbacks shall occur in accordance with U.S. Environmental Protection Agency guidelines (Appendix A) addressing the use of these materials in occupied California red-legged frog habitat and, if applicable, any additional requirements as established by the San Joaquin County Agricultural Commissioner.
- D. All on-site construction personnel shall be given instruction regarding the presence of listed species and the importance of avoiding impacts to these species and their habitats.
- E. Setbacks shall be marked by brightly colored fencing or flagging throughout the construction process.

- F. Setbacks shall be permanently preserved as recorded easements. Easements shall be indicated on recorded maps, whenever projects involve parcel or subdivision maps.

Proposals by Project Proponents to implement either of the following Incidental Take Minimization Measures requires the review and approval of the JPA with the concurrence of the Permitting Agencies' representatives on the TAC:

- G. If a proposed project intends to eliminate aquatic habitat including wetlands, ponds, springs and other standing water sources, and create a new, on-site habitat, then the newly created habitat shall be created and filled with water prior to dewatering and destroying the pre-existing habitat. Dewatering and relocation of aquatic habitats should occur outside of the breeding season for red-legged frogs (approximately January through May) and foothill yellow-legged frogs (approximately March through May) when this schedule can be accommodated without resulting in project delays.
- H. If a proposed project intends to eliminate aquatic habitat including wetlands, ponds, springs and other standing water sources, and will not create a new, on-site habitat, then dewatering should occur prior to commencement of construction and other Site Disturbing Activities. Dewatering and relocation of aquatic habitats should occur outside of the breeding season for red-legged frogs (approximately January through May) and foothill yellow-legged frogs (approximately March through May) when this schedule can be accommodated without resulting in project delays.

Pursuant to Section 5.5.5, SJMSCP Preserve lands acquired to offset impacts to the red-legged frog or yellow-legged frog must have occupied habitat for the red-legged frog or yellow-legged frog of at least equal habitat value as determined by the JPA with the concurrence of the Permitting Agencies' representatives on the TAC.

#### 5.2.4.8 Giant Garter Snake

- A. Full avoidance of giant garter snake known occupied habitat is required in compliance with Section 5.5.9 (C) for the following SJMSCP Covered Activities with the potential to adversely affect the GGS and which have not been mapped: golf courses; religious assembly; communications services; funeral; internment services; public services - police, fire and similar; projects impacting channel or tule island habitat; major impact projects including landfills, hazardous waste facilities, correctional institutions and similar major impact projects; recreational trails and campgrounds, recreational outdoors sports clubs; utility services, museums and similar facilities. Known occupied habitat for the giant garter snake is that area west of I-5 on Terminous Tract, Shin Kee Tract, White Slough Wildlife Area, and Rio Blanco Tract. New sites identified during the life of the SJMSCP as confirmed habitat sites for the giant garter snake shall be considered known occupied sites for the purposes of this section.
- B. For areas with potential giant garter snake habitat, the following is required. Potential GGS habitat elements are described in SJMSCP Section 2.2.2.2 and exist in the *Primary Zone of the Delta* and the Central Zone contiguous with known occupied habitat in the White Slough area

north to the San Joaquin/Sacramento County line and south to Paradise Cut; in the Central Zone east of Stockton in Duck Creek, Mormon Slough, Stockton Diverting Canal, Little John's Creek, Lone Tree Creek, and French Camp Slough (wherever habitat elements are present); and the Southern Centerl Zone and Southwest/ Central Transition Zone including the area east of J4 from the Alameda-San Joaquin County Line to Tracy and area south of Tracy and east of Interstate 580 to the east edge of Agricultural Habitat Lands east of the San Joaquin River.

1. Construction shall occur during the active period for the snake, between May 1 and October 1. Between October 2nd and April 30th, the JPA, with the concurrence of the Permitting Agencies' representatives on the TAC, shall determine if additional measures are necessary to minimize and avoid take.
2. Limit vegetation clearing within 200 feet of the banks of potential giant garter snake aquatic habitat to the minimal area necessary.
3. Confine the movement of heavy equipment within 200 feet of the banks of potential giant garter snake aquatic habitat to existing roadways to minimize habitat disturbance.
4. Prior to ground disturbance, all on-site construction personnel shall be given instruction regarding the presence of SJMSCP Covered Species and the importance of avoiding impacts to these species and their habitats.
5. In areas where wetlands, irrigation ditches, marsh areas or other potential giant garter snake habitats are being retained on the site:
  - a. Install temporary fencing at the edge of the construction area and the adjacent wetland, marsh, or ditch;
  - b. Restrict working areas, spoils and equipment storage and other project activities to areas outside of marshes, wetlands and ditches; and
  - c. Maintain water quality and limit construction runoff into wetland areas through the use of hay bales, filter fences, vegetative buffer strips, or other accepted equivalents.
6. If on-site wetlands, irrigation ditches, marshes, etc. are being relocated in the vicinity: the newly created aquatic habitat shall be created and filled with water prior to dewatering and destroying the pre-existing aquatic habitat. In addition, non-predatory fish species that exist in the aquatic habitat and which are to be relocated shall be seined and transported to the new aquatic habitat as the old site is dewatered.
7. If wetlands, irrigation ditches, marshes, etc. will not be relocated in the vicinity, then the aquatic habitat shall be dewatered at least two weeks prior to commencing construction.
8. Pre-construction surveys for the giant garter snake (conducted after completion of environmental reviews and prior to ground disturbance) shall occur within 24 hours of ground disturbance.

9. Other provisions of the *USFWS Standard Avoidance and Minimization Measures during Construction Activities in Giant Garter Snake Habitat* shall be implemented (excluding programmatic mitigation ratios which are superseded by the SJMSCP's mitigation ratios).

#### 5.2.4.9 San Joaquin Whipsnake, California Horned Lizard

These species are of very limited distribution within the County, primarily isolated locations outside of anticipated development areas within the *Southwest Zone*. Therefore, if discovered on a project site and prior to ground disturbance, Incidental Take Minimization Measures shall be formulated by the TAC and approved by the JPA with the concurrence of the Permitting Agencies' representatives on the TAC in accordance with the SJMSCP's Adaptive Management Plan (Section 5.9.4).

#### 5.2.4.10 Pond Turtles

When nesting areas for pond turtles are identified on a project site, a buffer area of 300 feet shall be established between the nesting site (which may be immediately adjacent to wetlands or extend up to 400 feet away from wetland areas in uplands) and the wetland located near the nesting site. These buffers shall be indicated by temporary fencing if construction has or will begin before nesting periods are ended (the period from egg laying to emergence of hatchlings is normally April to November).

#### 5.2.4.11 Swainson's Hawk

The Project Proponent has the option of retaining known or potential Swainson's hawk nest trees (i.e., trees that hawks are known to have nested in within the past three years or trees, such as large oaks, which the hawks prefer for nesting) or removing the nest trees.

If the Project Proponent elects to retain a nest tree, and in order to encourage tree retention, the following Incidental Take Minimization Measure shall be implemented during construction activities:

If a nest tree becomes occupied during construction activities, then all construction activities shall remain a distance of two times the dripline of the tree, measured from the nest.

If the Project Proponent elects to remove a nest tree, then nest trees may be removed between September 1 and February 15, when the nests are unoccupied.

These Incidental Take Minimization Measures are consistent with the provisions of the Migratory Bird Treaty Act as described in Section 5.2.3.1(G).

#### 5.2.4.12 California Black Rail

- A. Prohibit construction or similar activities on channel or tule islands (I, I2), fresh emergent wetlands (W7), and arroyo willow thickets (R4), within the Primary Zone of the Delta until a preconstruction survey determines that the island is unoccupied by the California black rail.
- B. In cases where project approvals may result in an increase in boating or jet skiing near known breeding sites for this species during the breeding season (e.g., proposals including new marinas), a condition of project approval shall be attached to require the location of the new marinas no

closer than 200 feet from known breeding site when such sites are or have been occupied by breeding California black rails within the past three years. In addition, approaches into and out of new marinas shall be posted by the Project Proponent (as a condition of project approval) or, if otherwise designated by law, by a local, state or federal agency (e.g., the Division of Boating and Waterways) "no wake speed" within 300 feet of occupied breeding sites for the California black rail during breeding season. Information related to the breeding season for California black rails is sparse, but the breeding season for the California black rail is believed to extend from February 1st through August 30th. Therefore, requirement for "no wake speed" into and out of new marinas due to the presence of breeding California black rails is not required from September 1 through January 30th.

These Incidental Take Minimization Measures are consistent with the provisions of the Migratory Bird Treaty Act as described in Section 5.2.3.1(G).

#### 5.2.4.13 Bank Swallow and Yellow-Billed Cuckoo

If the JPA discovers nesting bank swallows or nesting yellow-billed cuckoos during preconstruction surveys or from other sources, construction avoidance areas shall be enforced for a distance of 300 feet from the nest sites until young bank swallows or yellow-billed cuckoos have fledged and left the nesting site.

These Incidental Take n Measures are consistent with the provisions of the Migratory Bird Treaty Act as described in Section 5.2.3.1(G).

#### 5.2.4.14 Aleutian Canada Goose and Greater Sandhill Crane

Under normal conditions, the Aleutian Canada goose and greater sandhill crane are found foraging in fields that are flooded, newly disced, cut, or irrigated during the fall migration of waterfowl along the Pacific Flyway. These two species are highly mobile while they forage and can easily relocate to nearby foraging sites in the event of a disturbance to the foraging field. The risk of actually killing or harming (Taking) one of these species during SJMSCP Permitted Activities is therefore nearly non-existent. The threat to these species is more closely associated with removing habitat in sufficient quantities to create adverse impacts to populations of these species--an impact addressed by the SJMSCP through acquisition and enhancements of habitat (see Sections 5.4.4 and 5.4.6). Therefore, Incidental Take Minimization Measures for the Aleutian Canada goose and the greater sandhill crane are not included in the SJMSCP and this is considered to be consistent with the provisions of the Migratory Bird Treaty Act.

#### 5.2.4.15 Burrowing Owls

The presence of ground squirrels and squirrel burrows are attractive to burrowing owls. Burrowing owls may therefore be discouraged from entering or occupying construction areas by discouraging the presence of ground squirrels. To accomplish this, the Project Proponent should prevent ground squirrels from occupying the project site early in the planning process by employing one of the following practices:

- A. The Project Proponent may plant new vegetation or retain existing vegetation entirely covering the site at a height of approximately 36" above the ground. Vegetation should be retained until construction begins. Vegetation will discourage both ground squirrel and owl use of the site.

- B. Alternatively, if burrowing owls are not known or suspected on a project site and the area is an unlikely occupation site for red-legged frogs, San Joaquin kit fox, or tiger salamanders:

The Project Proponent may disc or plow the entire project site to destroy any ground squirrel burrows. At the same time burrows are destroyed, ground squirrels should be removed through one of the following approved methods to prevent reoccupation of the project site. Detailed descriptions of these methods are included in Appendix A, *Protecting Endangered Species, Interim Measures for Use of Pesticides in San Joaquin County*, dated March, 2000:

1. **Anticoagulants.** Establish bait stations using the approved rodenticide anticoagulants Chlorophacinone or Diphacinone. Rodenticides shall be used in compliance with U.S. Environmental Protection Agency label standards and as directed by the San Joaquin County Agricultural Commissioner.
2. **Zinc Phosphide.** Establish bait stations with non-treated grain 5-7 calendar days in advance of rodenticide application, then apply Zinc Phosphide to bait stations. Rodenticides shall be used in compliance with U.S. Environmental Protection Agency label standards and as directed by the San Joaquin County Agricultural Commissioner.
3. **Fumigants.** Use below-ground gas cartridges or pellets and seal burrows. Approved fumigants include Aluminum Phosphide (Fumitoxin, Phostoxin) and gas cartridges sold by the local Agricultural Commissioner's office. NOTE: Crumpled newspaper covered with soil is often an effective seal for burrows when fumigants are used. Fumigants shall be used in compliance with U.S. Environmental Protection Agency label standards and as directed by the San Joaquin County Agricultural Commissioner.
4. **Traps.** For areas with minimal rodent populations, traps may be effective for eliminating rodents. If trapping activities are required, the use of , shall be consistent with all applicable laws and regulations.

If the measures described above were not attempted or were attempted but failed, and burrowing owls are known to occupy the project site, then the following measures shall be implemented:

- C. During the non-breeding season (September 1 through January 31) burrowing owls occupying the project site should be evicted from the project site by passive relocation as described in the California Department of Fish and Game's Staff Report on Burrowing Owls (Oct., 1995)
- D. During the breeding season (February 1 through August 31) occupied burrows shall not be disturbed and shall be provided with a 75 meter protective buffer until and unless the TAC, with the concurrence of the Permitting Agencies' representatives on the TAC; or unless a qualified biologist approved by the Permitting Agencies verifies through non-invasive means that either: 1) the birds have not begun egg laying, or 2) juveniles from the

occupied burrows are foraging independently and are capable of independent survival. Once the fledglings are capable of independent survival, the burrow can be destroyed.

These Incidental Take Minimization Measures are consistent with the provisions of the Migratory Bird Treaty Act as described in Section 5.2.3.1(G).

5.2.4.16 Colonial Nesting Birds (Tricolored Blackbird, Black-Crowned Night Heron, Great Blue Heron)

Acquisition of colonial nesting sites for these species is a high priority of the SJMSCP. Project Proponents shall be informed of avoidance measures which eliminate compensation requirements for disturbance of colonial nesting areas in project design, as described in Section 5.5.9. If the Project Proponent rejects acquisition and avoidance, pursuant to Section 5.5.9, then the following Incidental Take Minimization Measure shall apply:

A setback of 500 feet from colonial nesting areas shall be established and maintained during the nesting season for the period encompassing nest building and continuing until fledglings leave nests. This setback applies whenever construction or other ground-disturbing activities must begin during the nesting season in the presence of nests which are known to be occupied. Setbacks shall be marked by brightly colored temporary fencing.

These Incidental Take Minimization Measures are consistent with the provisions of the Migratory Bird Treaty Act as described in Section 5.2.3.1(G).

5.2.4.17 Ground Nesting or Streamside/Lakeside Nesting Birds (Northern Harrier, Horned Lark, Western Grebe, Short-Eared Owl)

A setback of 500 feet from nesting areas shall be established and maintained during the nesting season for the period encompassing nest building and continuing until fledglings leave nests. This setback applies whenever construction or other ground-disturbing activities must begin during the nesting season in the presence of nests which are known to be occupied. Setbacks shall be marked by brightly colored temporary fencing.

These Incidental Take Minimization Measures are consistent with the provisions of the Migratory Bird Treaty Act as described in Section 5.2.3.1(G).

5.2.4.18 Birds Nesting in Isolated Trees or Shrubs Outside of Riparian Areas (Sharp-Shinned Hawk, Yellow Warbler, Loggerhead Shrike)

A setback of 100 feet from nesting areas shall be established and maintained during the nesting season for the period encompassing nest building and continuing until fledglings leave nests. This setback applies whenever construction or other ground-disturbing activities must begin during the nesting season in the presence of nests which are known to be occupied. Setbacks shall be marked by brightly colored temporary fencing.

These Incidental Take Minimization Measures are consistent with the provisions of the Migratory Bird Treaty Act as described in Section 5.2.3.1(G).

5.2.4.19      Birds Nesting Along Riparian Corridors (Cooper's Hawk, Yellow-Breasted Chat, Osprey, White-Tailed Kite)

- A. For white-tailed kites, preconstruction surveys shall investigate all potential nesting trees on the project site (e.g., especially tree tops 15-59 feet above the ground in oak, willow, eucalyptus, cottonwood, or other deciduous trees), during the nesting season (February 15 to September 15) whenever white-tailed kites are noted on site or within the vicinity of the project site during the nesting season.
- B. For the Cooper's hawk, yellow-breasted chat, osprey and white-tailed kite, a setback of 100 feet from nesting areas shall be established and maintained during the nesting season for the period encompassing nest building and continuing until fledglings leave nests. This setback applies whenever construction or other ground-disturbing activities must begin during the nesting season in the presence of nests which are known to be occupied. Setbacks shall be marked by brightly colored temporary fencing.

These Incidental Take Minimization Measures are consistent with the provisions of the Migratory Bird Treaty Act as described in Section 5.2.3.1(G).

5.2.4.20      Bell's Sage Sparrow, Snowy Egret, Prairie Falcon, American White Pelican, Double-Crested Cormorant, White-Faced Ibis, Long-billed Curlew

These species either establish nests outside of anticipated development areas or are currently unknown to nest within the County. However, if a nest for one of these species is discovered on a project site, Incidental Take Minimization Measures shall be formulated prior to ground disturbance by the TAC and approved by the JPA with the concurrence of the Permitting Agencies' representatives on the TAC in accordance with the SJMSCP's Adaptive Management Plan (Section 5.9.4).

These Incidental Take Minimization Measures are consistent with the provisions of the Migratory Bird Treaty Act as described in Section 5.2.3.1(G).

5.2.4.21      Golden Eagle

When a site inspection indicates the presence of a nesting golden eagle, a setback of 500 feet from the nesting area shall be established and maintained during the nesting season (normally approximately February 1 - June 30) for the period encompassing nest building and continuing until fledglings leave nests. This setback applies whenever construction or other ground-disturbing activities must begin during the nesting season in the presence of nests which are known to be occupied. Setbacks shall be marked by brightly colored temporary fencing.

These Incidental Take Minimization Measures are consistent with the provisions of the Migratory Bird Treaty Act as described in Section 5.2.3.1(G) and are consistent with the provisions of the Bald and Golden Eagle protection act as described in Section 5.2.3.1(H).

#### 5.2.4.22      Ferruginous Hawk, Mountain Plover, Merlin, Long-Billed Curlew

These species currently do not nest in the County and are not expected to nest in the County over the life of the Plan. Therefore, in the highly unlikely event that one of these species is found nesting on a project site, Incidental Take Minimization Measures shall be formulated prior to ground disturbance by the TAC and approved by the JPA with the concurrence of the Permitting Agencies' representatives on the TAC in accordance with the SJMSCP's Adaptive Management Plan (Section 5.9.4).

Incidental Take Minimization Measures adopted pursuant to Section 5.9.4 shall be consistent with the provisions of the Migratory Bird Treaty Act as described in Section 5.2.3.1(G)

#### 5.2.4.23      Riparian Brush Rabbit

- A.      Occupied Habitat. Kill of individual riparian brush rabbits and Conversion of occupied habitat for the riparian brush rabbit is prohibited by the SJMSCP unless the provisions of SJMSCP Section 5.5.2.7 have been met. Full avoidance of the riparian brush rabbit habitat is required in areas of known occupied riparian brush rabbit habitat in accordance with Section 5.5.9(I). Known occupied habitat for the riparian brush rabbit is: the vegetation types R, R2, R3, R4, R5, S, SG, D, W, W2, W3, W4, W5 and W9 (unlined) located within Caswell State Park and along the adjoining Stanislaus River; and surrounding Stewart Tract including Paradise Cut and the adjacent Union Pacific Railroad Company right-of-way on Stewart Tract, Old River adjacent to Stewart Tract, and the San Joaquin River as it bounds Stewart Tract. Additional populations of the riparian brush rabbit identified after the Effective Date of the SJMSCP Permits by the JPA or the Permitting Agencies shall become known occupied riparian brush rabbit habitat.
- B.      Potential Habitat. Conversion of Potential habitat for the riparian brush rabbit is prohibited by the SJMSCP unless: 1) the provisions of Paragraph C (below) apply; 2) the provisions of SJMSCP Section 5.5.2.7 have been met; or 3) a survey, conducted pursuant to the protocol established in *Survey Methods for Riparian Brush Rabbits* (by D.F. Williams and P.A. Kelly - San Joaquin Valley Endangered Species Recovery Planning Program) is undertaken and proves absence for this species. If absence is established by the survey, then the incidental take minimization measures for riparian habitat, established in SJMSCP Section 5.2.4.31 shall apply.

Potential riparian brush rabbit habitat is: the vegetation types R, R2, R3, R4, R5, S, SG, D, W, W2, W3, W4, W5 and W9 (unlined) located along the Stanislaus River downstream of Highway 99 to the junction with the San Joaquin River and riparian habitat along the San Joaquin River downstream of the mouth of the Stanislaus River north to and including Tom Paine Slough and Paradise Cut to the Southern Pacific railroad right-of-way.

- C.      Limited Take. Incidental Take of up to three acres of potential riparian brush rabbit habitat may occur pursuant to the SJMSCP for projects which meet all of the following criteria:
- A.      SJMSCP Covered Activities excluding residential, commercial or industrial development and aggregate mining.
  - B.      Impact less than .25 acres of habitat on a per-project basis; and
  - C.      Result in no harm, injury, or harassment of individual brush rabbits

#### 5.2.4.24 Riparian Woodrat

- A. Occupied Habitat. Kill of individual riparian woodrats and Conversion of occupied habitat for the riparian woodrat is prohibited by the SJMSCP unless the provisions of SJMSCP Section 5.5.2.7 have been met. Full avoidance of the riparian woodrat is required in areas of known occupied riparian brush rabbit habitat in accordance with Section 5.5.9(I). Occupied habitat for the riparian woodrat includes the vegetation types R, R2, R3, R4, R5, S, SG, D, W, W2, W3, W4, W5 and W9 (unlined) surrounding Caswell Park along the Stanislaus River and extending along the Stanislaus River west from Caswell Park to the confluence of the Stanislaus River with the San Joaquin River in San Joaquin County. Additional populations of the riparian woodrat identified after the Effective Date of the SJMSCP Permits by the JPA or the Permitting Agencies shall become known occupied riparian woodrat habitat.
- B. Potential Habitat. Conversion of Potential habitat for the riparian woodrat is prohibited by the SJMSCP unless: 1) the provisions of Paragraph C (below) apply; 2) the provisions of SJMSCP Section 5.5.2.7 have been met; or 3) a survey, conducted pursuant to the protocol established in *Survey Methods for Riparian Brush Rabbits* (by D.F. Williams and P.A. Kelly - San Joaquin Valley Endangered Species Recovery Planning Program) is undertaken and proves absence for this species. If absence is established by the survey, then the incidental take minimization measures for riparian habitat, established in SJMSCP Section 5.2.4.31 shall apply.

Potential habitat for the riparian woodrat is the same as that for the riparian brush rabbit.

- C. Limited Take. Incidental Take of up to three acres of potential riparian woodrat habitat may occur pursuant to the SJMSCP for projects which meet all of the following criteria:
- A. SJMSCP Covered Activities excluding residential, commercial or industrial development and aggregate mining.
  - B. Impact less than .25 acres of habitat on a per-project basis; and
  - C. Result in no harm, injury or harassment of individual riparian woodrats

#### 5.2.4.25 San Joaquin Kit Fox

Preconstruction surveys shall be conducted two calendar weeks to thirty calendar days prior to commencement of ground disturbance for projects located within the *Southwest Zone* or *Southwest/Central Transition Zone*. Surveys shall be conducted by qualified biologists. When surveys identify potential dens (potential dens are defined as burrows at least four inches in diameter which open up within two feet), potential den entrances shall be dusted for three calendar days to register track of any San Joaquin kit fox present. If no San Joaquin kit fox activity is identified, potential dens may be destroyed. If San Joaquin kit fox activity is identified, then dens shall be monitored to determine if occupation is by an adult fox only or is a natal den (natal dens usually have multiple openings). If the den is occupied by an adult only, the den may be destroyed when the adult fox has moved or is temporarily absent. If the den is a natal den, a buffer zone of 250 feet shall be maintained around the den until the biologist determines that the den has been vacated. Where San Joaquin kit fox are identified, the provisions of the U.S. Fish and Wildlife Service's published *Standardized Recommendations for Protection of the San Joaquin Kit Fox Prior to or During Ground Disturbance* shall apply (except that preconstruction survey protocols shall remain as established in this paragraph). These standards include provisions for educating construction workers regarding the kit fox, keeping heavy equipment operating at safe speeds, checking construction pipes for kit fox occupation during construction and similar low or no-cost activities.

It is possible that the Permitting Agencies could discover the San Joaquin kit fox within the eastern foothills of San Joaquin County, (this potential range in the eastern foothills would most likely coincide approximately with the boundaries of the *Vernal Pool Zone*, excluding that area of the *Vernal Pool Zone* located in the northern portion of San Joaquin County). San Joaquin kit fox also may move within the *Primary Zone of the Delta* west of Old River. The TAC shall work with the USFWS to prepare an abbreviated survey protocol for these areas in the *Vernal Pool Zone* and *Primary Zone of the Delta* within one year of issuance of SJMSCP Permits pursuant to SJMSCP Sections 5.2.2.1 through 5.2.2.4.

Protocols for conducting pre-construction surveys for the San Joaquin kit fox shall be updated in accordance with the SJMSCP Adaptive Management Plan to reflect changes to the *Standardized Recommendations for Protection of the San Joaquin kit fox Prior to or During Ground Disturbance*.

#### 5.2.4.26 American Badger, Ringtail Cat

If occupied dens are located on a project site for either of these species, then dens shall be monitored to determine if occupation is by an adult badger or ringtail only or is a natal den. If the den is occupied by an adult only the den may be destroyed when the adult has moved or is temporarily absent. If the den is a natal den, a buffer zone of 200 feet shall be maintained around the den until the JPA biologist determines that den has been vacated.

#### 5.2.4.27 Berkeley Kangaroo Rat, San Joaquin pocket mouse

These species are located primarily in the Southwest Zone outside of anticipated development areas. However, if these species are discovered on a project site, Incidental Take Minimization Measures shall be formulated by prior to ground disturbance the TAC and approved by the JPA with the concurrence of the Permitting Agencies' representatives on the TAC in accordance with the SJMSCP's Adaptive Management Plan (Section 5.9.4).

5.2.4.28      Bats (All)

- A. Prior to the nursery season indicated in the following table for these species, nursery sites shall be sealed.

**TABLE 5.2-2  
OCCUPATION SITES AND NURSERY SEASONS FOR SJMSCP COVERED BATS**

Bat Species	Preferred Occupation Site	Nursery Season
Greater western mastiff bat	Cliff or rock crevice (usual), tree or snag (occasionally)	April - September
Small-footed myotis	Cave, adit, cliff, rock crevice, building	May - August
Long-eared myotis	Cave, adit, tree, snag	May - August
Fringed myotis	Cave, adit, cliff, rock crevice, building	May - August
Long-legged myotis	Cave, adit, cliff, rock crevice, tree, snag, building	May - August
Red bat	tree, snag, cave (occasionally)	May - August
Yuma myotis	Cave, adit, cliff, rock crevice, structure, cistern, bridge, tree, snag	May - August
Pale big-eared bat	Cave, adit, cliff, rock crevice, structure, cistern, bridge	May - August
Pacific western big-eared bat (aka Townsend's western big-eared bat)	Cave, adit, cliff, rock crevice, structure, cistern, bridge	April - August

- B. Seal hibernation sites, prior to the hibernation season (November through March) when hibernation sites are identified on the project site. Alternatively, grating may be installed as described in 5.5.9(E)(1).
- C. When colonial roosting sites which are located in trees or structures must be removed, removal shall occur outside of the nursery and/or hibernation seasons and shall occur during dusk and/or evening hours after bats have left the roosting site unless otherwise approved pursuant to Section 5.2.3.2.

5.2.4.29      Plants

- I. Complete avoidance of plant populations on site is required for the following plant species in accordance with the identified measures in Section 5.5.9(F):

Large-flowered fiddleneck, succulent owl's clover, legenera, Greene's tuctoria, diamond-petaled poppy, Sanford's arrowhead, Hospital Canyon larkspur, showy madia, Delta button celery, Slough thistle.

- II If one of the following SJMSCP Covered Plant Species is identified by the JPA on a project site, the following mitigation measures are required:

**A. For widely distributed plant species:** Mason's lilaeopsis, California hibiscus, Suisun marsh aster,

Delta tule pea, Delta mudwort:

**Attempt acquisition.** If the plant population is considered healthy by the JPA with the concurrence of the Permitting Agencies' representatives on the TAC, then the parcel owner shall be approached to consider selling a conservation easement including a buffer area as prescribed in Section 5.4.4 and sufficient to maintain the hydrological needs of the plants. Alternatively, the landowner may be approached to consider land dedication in-lieu of paying SJMSCP development fees. If the Project Proponent is not agreeable to acquisition, then compensation shall be as prescribed in SJMSCP Section 5.3.1.

**B. For plants of moderate distribution:** Bogg's lake hedge hyssop:

1. **Attempt acquisition.** If the plant population is considered healthy by the JPA with the concurrence of the Permitting Agencies' representatives on the TAC, then the parcel owner shall be approached to consider selling a conservation easement including a buffer area as prescribed in Section 5.4.4 and sufficient to maintain the hydrological needs of the plants. Alternatively, the landowner may be approached to consider land dedication in-lieu of paying SJMSCP development fees. If the Project Proponent is not agreeable to acquisition, compensation shall be as prescribed in SJMSCP Section 5.3.1.
2. **Seed Collection.** If the landowner rejects acquisition, then the JPA, with the concurrence of the Permitting Agencies' representatives on the TAC, shall undertake seed collections from the populations prior to destruction if seed collection is determined to be feasible, beneficial and/or appropriate by the TAC.

**C. For narrowly distributed plant species:** Hoover's calycadenia, Red Bluff dwarf rush, bristly sedge, alkali milk vetch, heartscale, brittlescale, Mt. Hamilton coreopsis, mad-dog skullcap, Wright's trichocoronis, caper-fruited tropidocarpum, and recurved larkspur:

1. **Attempt acquisition.** If the plant population is considered healthy by the JPA with the concurrence of the Permitting Agencies' representatives on the TAC, then the parcel owner shall be approached to consider selling a conservation easement including a buffer area as prescribed in Section 5.4.4 and sufficient to maintain the hydrological and ecological (e.g., account for weed control, buffers, inclusion of pollinators) needs of the plants. Alternatively, the landowner may be approached to consider land dedication in-lieu of paying SJMSCP development fees.
2. **Consultation.** If the landowner rejects acquisition of the population, then the JPA shall, with the concurrence of the Permitting Agencies' representatives on the TAC, determine the appropriate mitigation measures (e.g., seed collection) for each plant population based upon the species type, relative health and abundance.

5.2.4.30 SJMSCP Covered Fish

Impacts to fish are addressed under the SJMSCP primarily through Incidental Take Minimization Measures; SJMSCP Permitted Activities are not expected to significantly alter habitats of SJMSCP Covered Fish Species

Incidental Take Minimization Measures for SJMSCP Covered Fish are the same as those included for protection of riparian habitats in SJMSCP Section 5.2.4.31, except that, pursuant to Section 5.7(5) for Aggregate Mining Activities, Project Proponents are required to consult with Permitting Agencies on a case-by-case basis during the SMARA permitting process to design minimization measures to reduce the effects of stranding of the SJMSCP Covered Fish Species during mining activities.

### 5.2.4.31 Riparian Habitats and Other Non-Vernal Pool Wetlands

For the purposes of implementing Incidental Take Minimization Measures, riparian habitats and "other non-vernal pool wetlands" shall be considered to be those habitats mapped on the *SJMSCP Vegetation Maps* as D (drainage ditch), R (Great Valley riparian forest), R2 (Great Valley Valley oak riparian forest), R3 (Great Valley cottonwood riparian forest), R4 (Arroyo willow thicket), S (Great Valley riparian scrub), S2 (Elderberry savannah), W (River or deep water channel - greater than 200 feet wide), W2 (Tributary stream - 100 to 200 feet wide), W3 (Creek - 20 to 100 feet wide), W4 (dead-end slough), W9 (Canal - if not cement lined), I (channel island), I2 (tule island and mud flat), W5 (freshwater lake or pond), W7 (freshwater emergent wetland).

The compensation requirements of the SJMSCP shall be triggered when the project design disturbs portions of the project site located within 100 feet of the outer edge of the driplines of riparian vegetation. For the purposes of accounting pursuant to the Annual Report (Section 5.9.1), Open Space Conversion acreage subject to the SJMSCP shall be calculated from the point at which a development extends into the 100 foot buffer to the centerline of the subject drainage (other than a river). For rivers, lakes, or ponds, Incidental Take shall be calculated from the edge of the 100 foot buffer zone to the edge of the riparian vegetation as it extends into the river, lake, or pond.

For projects affecting riparian habitats:

- A. Require appropriate erosion control measures (e.g., hay bales, filter fences, vegetative buffer strips or other accepted equivalents) to reduce siltation and contaminated runoff from project sites.
- B. Retain emergent (rising out of water) and submergent (covered by water) vegetation.
- C. Retain vegetation as practical within the constraints of the proposed development as determined by the JPA with the concurrence of the Permitting Agencies' representatives on the TAC. Rapidly sprouting plants, such as willows, should be cut off at the ground line and root systems left in tact, when removal is necessary.
- D. Locate roadways and other facilities perpendicular, rather than adjacent, to waterways to reduce the total riparian area disturbed wherever practical within the constraints of the proposed development as determined by the JPA with the concurrence of the Permitting Agencies' representatives on the TAC.
- E. Locate bridge and road footings outside of high water zones and riparian habitats wherever practical within the constraints of the proposed development as determined by the JPA with the concurrence of the Permitting Agencies' representatives on the TAC.
- F. Provide construction buffers of at least 100 feet throughout the construction process. Construction buffers of 300 feet (on both sides of riparian corridors, for a total of 600 feet) are required when the red-legged frog or foothill yellow-legged frog occupy the project site. These 300' setbacks shall be measured horizontally from the top of the bank and shall extend the entire length of the stream (or other linear wetlands) within the boundaries of the project site. These setbacks may be reduced by the TAC with the concurrence of the Permitting Agencies' representative on the TAC if the reduction: 1) does not affect habitat (e.g., the stream becomes piped and travels underground) or 2) the reduction will not result in an adverse impact to the species or reduction in the biological values of the habitat. This buffer area should be marked with stakes, fencing or other materials which will be visible to construction workers, including heavy equipment operators.

These buffers may be reduced on a case-by-case basis by the JPA with the concurrence of the Permitting Agencies' representatives on the TAC.

# Appendix A

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## Calculating and Paying Fees

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### Fee Calculations

Fee calculations shall be based on **gross acreage of the total project site**.

For land divisions, fees shall be based on the total gross acreage of the original parcel divided by the number of lots created. For example, a four acre site is divided into four, one-acre sites. SJMSCP Fees for construction on each lot shall be based on one gross acre of conversion.

**SJCOG, INC. shall continue to work with LOCAL JURISDICTIONS employing multipliers to phase out that approach in favor of this gross acreage approach to calculating SJMSCP fees.**

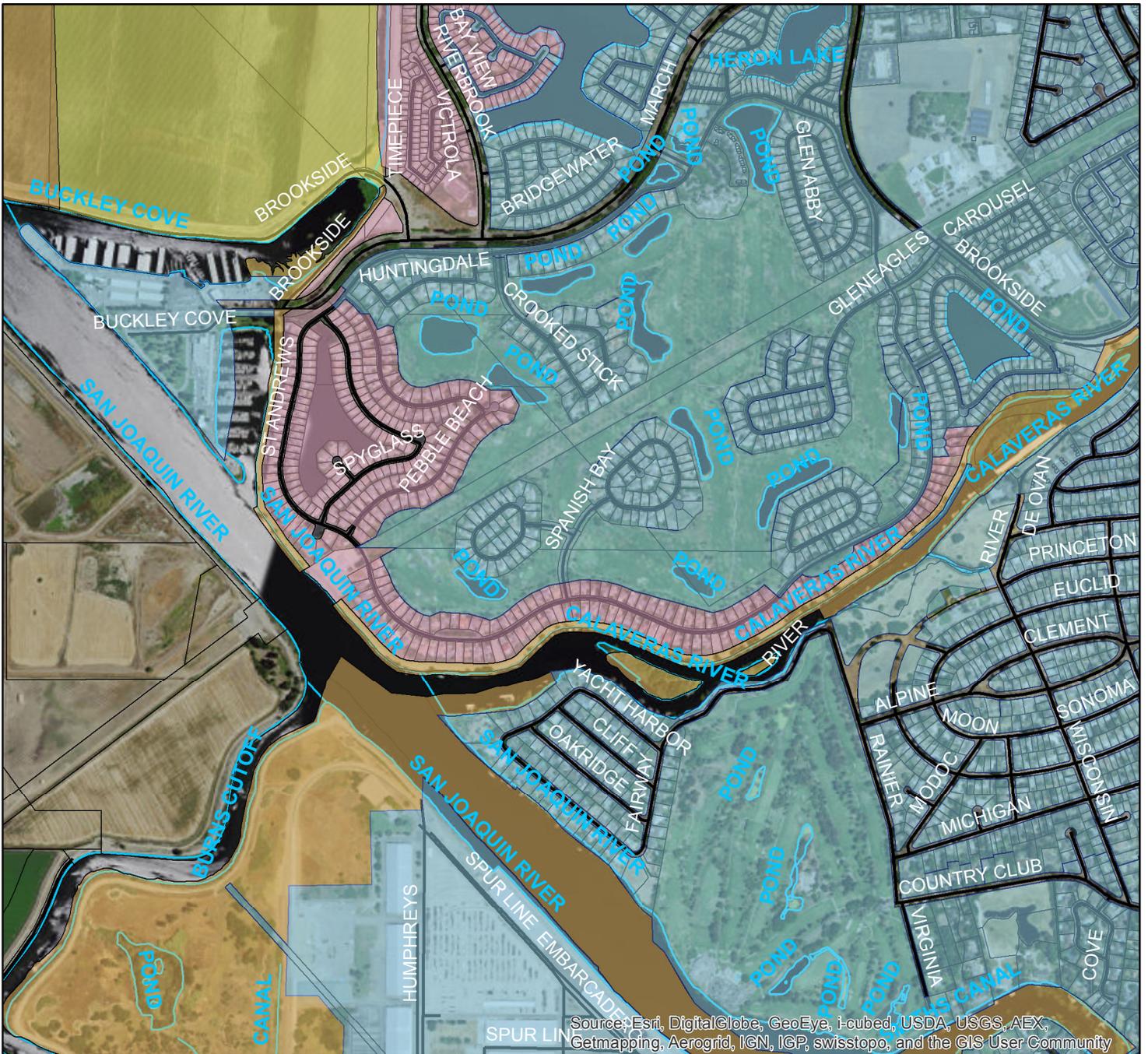
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### Fee Payments

**Fees shall be paid in the amount in effect at the timing required under the SJMSCP which could be ground disturbance or of issuance of Building Permit.**

**For mining operations and public projects, fees shall be paid at initiation of ground disturbance.**

**For schools, fees shall be paid prior to ground disturbance or to certificate of occupancy depending on timing required under the SJMSCP.**



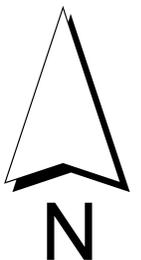
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— Waterways

**StocktonCompMap\_JS\_Oct07**

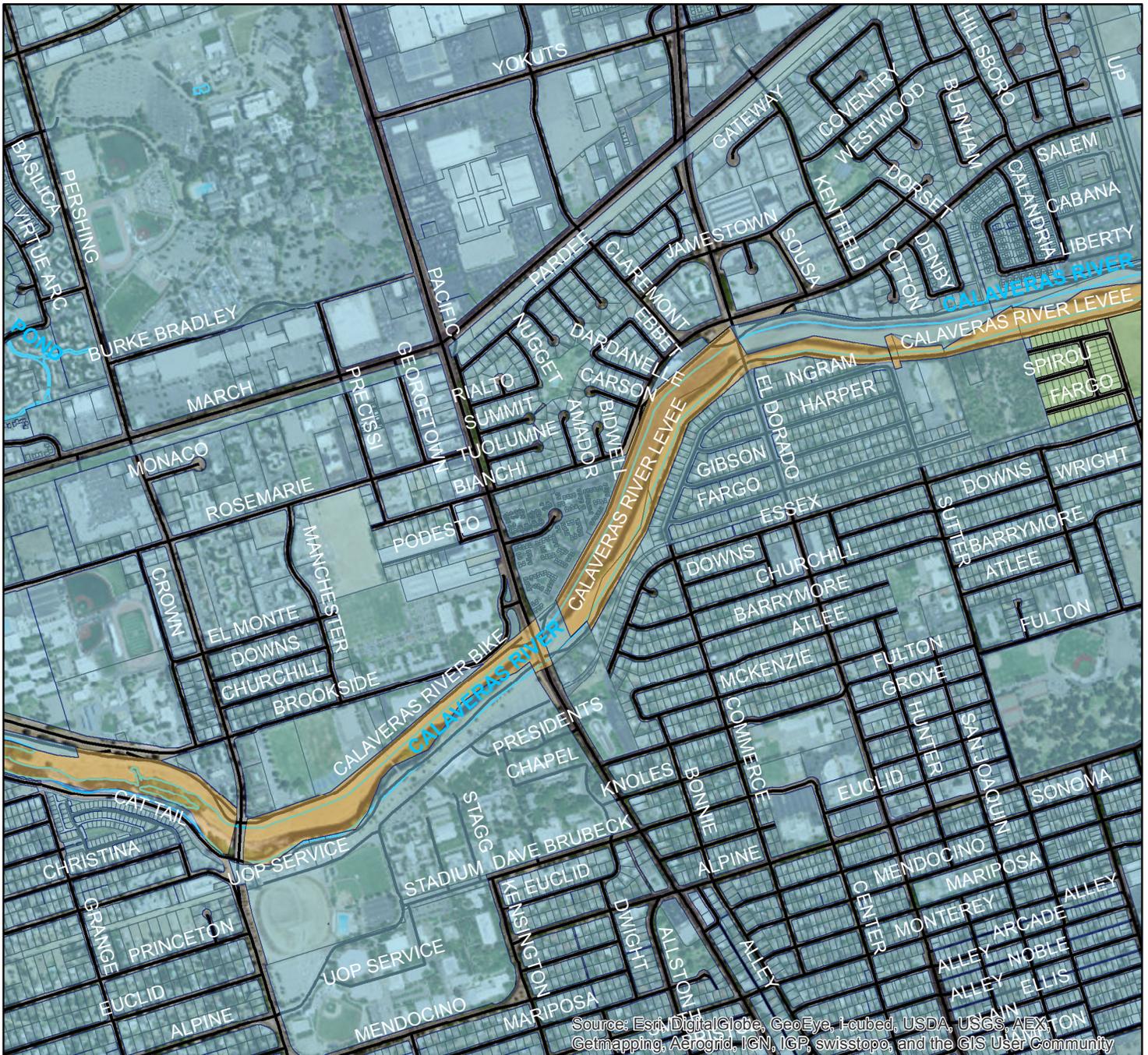
**Land\_Type**

- Agriculture
- Multi-Purpose Open Space
- Natural
- Prior Agreement
- Urban



1,100  
 Feet





Source: Esri, DigitalGlobe, GeoEye, Earthstar, USDA, USGS, AeroGRID, IGN, IGP, swisstopo, and the GIS User Community

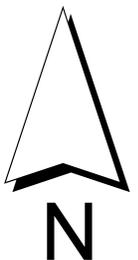
**Legend**

— Waterways

**StocktonCompMap\_JS\_Oct07**

**Land\_Type**

- Agriculture
- Multi-Purpose Open Space
- Natural
- Prior Agreement
- Urban



1,100  
 Feet

