



DEPARTMENT OF PUBLIC WORKS

# **SPECIAL PROVISIONS**

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## **LED STREET LIGHT CONVERSION PROJECT, PHASE 3**

**CITY PROJECT NO. PW1536**

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Revised: February 12, 2016

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## SPECIAL PROVISIONS

### SPECIAL NOTES

1. For this project, the contractor shall comply with the local hire requirements of the Stockton Municipal Code Section 3.68.095 as specified in City of Stockton Ordinance No. 011-09 effective October 1, 2009.
2. Official bid documents including plans and specifications are available online at <http://www.stocktongov.com/services/business/bidflash/default.html>.

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

### SECTION 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.

1. Contract Change Order (changes last in time are first in precedence)
2. Addenda to Contract Agreement
3. Contract Agreement
4. Permits
5. Notice Inviting Bids and Instructions to Bidders
6. Project Drawings
7. City of Stockton Standard Specifications
8. Special Provisions
9. Caltrans Standard Specifications
10. City of Stockton Standard Drawings
11. Caltrans Standard Plans

#### 1-1.02 Plans

The bidder's attention is directed to the provisions in Section 1-1.03 "Definitions", of the Standard Specifications and Section 1-1.07 "Definitions", of the Caltrans Specifications and to Exhibit A "Lane Closure Schedules and Estimated Luminaire Quantity" of these Special Provision.

### 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 (2010), and any amendments and revisions thereto.
Department -	Department of Public Works, City of Stockton
Engineer -	City Engineer, City of Stockton, acting either directly or through properly authorized Engineer agents and consultants.
California MUTCD	2014 edition of California Manual on Uniform Traffic Control Devices (MUTCD), and any amendments and revisions thereto.

## SECTION 2 – Proposal Requirements and Conditions

### General

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

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

The Bidder's Bond form mentioned in the last paragraph in Section 2-1.34, "Bidder's Security," 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 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 60 days after the day of the bid opening. The City may extend the specified period if the bidder agrees.

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: Thinh Phan  
City of Stockton  
Public Works Department  
1465 S. Lincoln Street  
Stockton, CA 95206

Only a bidder who has actually participated in the bidding can submit a bid protest. Subcontractors are not eligible to submit bid protests. Bid protests must be accompanied by a complete statement of the basis for the protest and all supporting documents within ten (10) calendar days from the date of bid opening.

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 8-1.04, "Start of Job Site Activities", 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 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 performance of the work and furnishing of any materials necessary to perform the work shall commence no later than seven (7) calendar days from notice of proceed or the actual start of field work, whichever is earlier and shall be diligently prosecuted to completion before the expiration of the contract working days specified in this section from the date of said commencement.

Submittals shall be delivered to the Engineer within ten (10) calendar days of Notice of Award (the day after City Council approves the award of the 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-five (95) working days.** The days to finish the punch list, provided by the City, are included in the Original Working Days.

A 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 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.

**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 \$3,000 (three thousand dollars) per day for each and every calendar day that the work remains incomplete after the expiration of the contract working days specified in these Special Provisions.

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

Failure to provide a safe and clean job site per Section 5-1.02 and 5-1.11	\$250.00	per each calendar day
Failure to provide and/or non-compliance to Public Convenience and Safety per Section 5-1.04 and 5-1.05	\$250.00	per each occurrence
Failure to appropriately response to the notice of the street lights failure (newly installed) of the notification, per Section 10-1.10	\$500.00	per each day/incident
Failure to provide accepted construction scheduling and procedure, per Section 10.	\$250.00	per each calendar day/incident

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.

### **City of Stockton Holiday Schedule for 2016**

Monday, January 18, 2016.....	Dr. Martin Luther King, Jr.'s Birthday
Monday, February 8, 2016 .....	Lincoln's Birthday Observance
Monday, February 15, 2016 .....	Washington's Birthday Observance
Monday, May 30, 2016.....	Memorial Day
Monday, July 4, 2016 .....	Independence Day Observance
Monday, September 5, 2016.....	Labor Day
Monday, October 10, 2016.....	Columbus Day
Thursday, November 10, 2016.....	Veteran's Day Observance
Thursday November 27, 2016.....	Thanksgiving Holiday
Friday, November 28, 2016.....	Thanksgiving Holiday
Thursday, December 26, 2016.....	Christmas Day Observance
Thursday, January 2, 2017.....	New Year's Day Observance

Similar holidays are scheduled in year 2017.

#### **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) Temporary Traffic Control (includes Pedestrian Detour Plan)
- 3) Contractor Safety Plan
- 4) Staging Agreement with private property owners (if applicable)
- 5) City of Stockton Encroachment Permit
- 6) City's Construction and Demolition Debris Recycling Report
- 7) List of submittals
- 8) The certification of the personnel installing the LED street lights

The Contractor shall transmit each submittal to the Engineer for review and approval with the submittal form approved by the Engineer. Submittals shall be sequentially numbered on the submittal form. Resubmittals shall be identified with the original number and a sequential resubmittal suffix letter. The original submittal shall be numbered X. The first resubmittal shall be numbered X-a and so on. Identify on the form the date of the submittal, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and/or special provision number, as appropriate. The Contractor shall sign the form

certifying that review, approval, verification of Products required (if any), field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and contract documents. Any incomplete submittals will be returned for resubmittal.

Schedule submittals to expedite the Project, and deliver to Engineer at the Engineer's office, see Section 10-1.01, "Order of Work," of these Special Provisions.

For each submittal for review, allow four (4) calendar days excluding delivery time to and from the Contractor.

Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.

When revised for resubmission, identify all changes made since previous submission.

Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

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

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

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

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

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

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

Attention is directed to Section 5-1.21, "Preservation of Property" of these Special Provisions, Section 7-1.05, "Indemnification" and 7-1.06, "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 3-1.05, "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 ninety (90) days following recordation of the Notice of Completion (or partial completion) to guarantee correction of failure attributed to workmanship. 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".

### **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.

Any 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 7-1.03, "Public Convenience", 7-1.04, "Public Safety", of Standard Specifications, and Section 10-1.06, "Maintaining Traffic" of these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from his/her 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 10-1.06 of these Special Provisions.

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

The Contractor shall inform the City Fire Department, City Police Department, City Traffic Department, Municipal Utilities District (MUD), and all affected utilities no later than three

(3) working days before work is to begin.

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

As applicable, 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/her operations.

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

#### **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 provide for the proper routing of vehicles and pedestrian traffic in a manner that will hold congestion and delay of such traffic to practicable minimum by furnishing, installing, and maintaining all necessary temporary signs, barricades, and other devices and facilities, as approved by the City Traffic Engineer. As the work progresses, the Contractor shall relocate, subject to the City Traffic Engineer's approval, such devices and facilities as necessary to maintain proper routing. The Contractor shall notify the City Traffic Engineer a minimum of three (3) working days prior to the relocation of any traffic control devices.

Full compensation for furnishing, installing, maintaining, moving, and removing of all necessary traffic control devices including, but not limited to, temporary signing, barricades, flagging, and remobilization shall be included in the bid item for " Mobilization/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 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.

### **5-1.07 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/her own expense any area required for plant sites, storage of equipment or materials, or for other purposes.

### **5-1.08 Increased or Decreased Quantities**

The City reserves the right to make such alterations, deviations, additions to, or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work or to omit any item or portion of the work, as may be deemed by the Engineer to be necessary or advisable and to require such extra work as may be determined by the Engineer to be required for the proper completion or construction of the whole work contemplated, without adjustment in the unit price as bid. Section 4-1.05A, "General", of the Caltrans Specifications shall not apply.

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.

### **5-1.09 Changes and Extra Work**

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

The Contractor shall do the extra work and furnish labor and equipment therefore upon receipt of an approved contract change order or other written order of the Engineer, 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 5-1.15, 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.

#### **5-1.10 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."

#### **5-1.11 Site Maintenance, and Cleanup**

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.

The Contractor shall conduct and cause all working forces at the site to maintain the site in a neat, orderly manner throughout the work operations. 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.

#### **5-1.12 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 Thinh Phan, 209-937-8201). The City will issue the Notice to Proceed following execution of the Contract and approval of submittals. The pre-construction meeting will be held at the City of Stockton's Municipal Service Center at 1465 S. Lincoln Street.

#### **5-1.13 Post-Construction Meeting**

The Contractor shall attend a post-construction meeting that will be arranged by the Public Works Department (Contact Thinh Phan at 209-937-8201) 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 Municipal Service Center, Public Works Department.

#### **5-1.14 Record of Converted Street Light Luminaires**

The Contractor shall maintain an up-to-date record of all street light luminaires that were converted to LED in the form of an Excel spreadsheet and an electronic map to be submitted to the Engineer as part of the close-out submittals.

#### **5-1.15 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 5-1.09 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.

#### **5-1.16 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 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. 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 C-10 Contractor License.
- Business License. Contractor shall possess prior to the execution of the contract and maintain throughout the duration of the contract, a valid City of Stockton business license.

- City of Stockton Encroachment Permit

### **5-1.17 Subcontracting**

Attention is directed to the provisions in Section 5-1.13, "Subcontracting," of the Caltrans Specifications. Attention is also directed to Section 2, "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>

### **5-1.18 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.

### **5-1.19 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. 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.

### **5-1.20 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.

#### **5-1.21 Preservation of Property**

Attention is directed to Section 7-1.05, "Indemnification" and 7-1.06, "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 damage to existing highway improvements or facilities, utility facilities, adjacent property, and roadside trees shrubs and other plants that are not to be cleared. Roadside trees, shrubs and other plants that are not to be cleared, and pole lines, fences, signs, markers and monuments, buildings and structures, traffic medians, 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 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.

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 5-1.21, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

#### **SECTION 6 – 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, such as HPS fixtures, tree branch trimmings, etc. 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 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.

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. Mobilization and Traffic Control System
  - a. Paid as lump sum. All costs connected with mobilization of Contractor's operations as described in the Caltrans Specifications. By lump sum as provided for in Section 12, “Temporary Traffic Control” of the Caltrans Specifications. Includes designing, providing, erecting and maintaining traffic control as indicated on the plans and described in these Special Provisions. Also includes flagging costs, materials (including signs, cones, portable delineators, portable changeable message signs, flashing arrows, and barricades and all other items shown on the traffic handling plans for which there is not a contract item in the estimate), tools, equipment, and incidentals (including overhead lighting, cellular phones and radios), and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer, including, but not limited to, temporary pavement markings (paint), temporary markers, temporary traffic striping (paint), and channelizers (surface mounted). Temporary Fence (Type Cl-

6). By linear foot and in the same manner specified for chain link fence (Type BW or WM, wood or metal posts) in Section 80-1.10, "Payment" of the Caltrans Specifications, including maintaining, removing and disposing of it and performing the work as indicated on the plans and described in these Special Provisions.

2. Luminaire Street Light Conversion.

- a. Paid per each item. Removal of existing high pressure sodium (HPS) type street light luminaire and installation of Contractor furnished 100 watt LED equivalent LEOTEK ECobra-head LED luminaire (Part Number EC1-6M-MV-NW-2-GY-700-WL). Conversion work includes but is not limited to replacing existing photocell with new Sunrise Technologies photocell (Part Number S124-1.5-ST) furnished by the contractor, replacing blown fuse with new Contractor furnished Little Fuse BFL 15-amp or approved equal, temporarily removing and re-establishing power cables for PG&E smart meter and City's shot spotter, testing and repair of faulty LED luminaires due to installation workmanship, tree branch pruning to access the luminaires, and proper disposal of HPS luminaires and tree branch pruning. All associated work to properly convert the HPS street lights to LED as specified in the Standard Specifications and these Special Provisions.

**SECTION 8 – BLANK**

**SECTION 9 – DESCRIPTION OF WORK**

**9-1.01 Description of Work**

The work to be performed consists of furnishing all labor, tools, transportation, supplies, equipment, appurtenances, fuel, and power, unless specifically excepted, necessary, or required to convert the existing 100 watt High Pressure Sodium (HPS) type street light fixtures to light emitting diode (LED) technology type at locations as shown in Exhibit B and described in these Special Provisions.

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

1. Mobilization shall include all costs connected with mobilization of Contractor's operations as described in the Caltrans Standard Specifications.

Traffic Control System includes all labor materials to provide traffic control in accordance with Section 12, "Temporary Traffic Control" of the Caltrans Standard Specification. Includes designing, providing, erecting and maintaining traffic control as indicated on the plans and described in these Special Provisions. Also includes flagging costs, materials (including signs, cones, portable delineators, portable changeable message signs, flashing arrows, and barricades and all other items shown on the traffic handling plans for which there is not a contract item in the estimate), tools, equipment, and incidentals

(including overhead lighting, cellular phones and radios), and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system shown on the plans, as specified in the Standard Specifications and these Special Provisions.

2. Luminaire conversion includes all labor, tools, transportation, supplies, equipment, fuel and power required and necessary to properly remove the existing 100 watt HPS luminaire fixtures from the street light pole and install Contractor-furnished 100 watt LED equivalent LEOTEK ECobra-head LED luminaire (Part Number EC1-6M-MV-NW-2-GY-700-WL) per manufacturers recommendation and specifications. Conversion work includes, but is not limited to replacing the existing photocell with Contractor-furnished photocells (Sunrise Technologies, Part Number S124-1.5-ST), replacing blown fuses with Contractor-furnished fuses (Little Fuse BFL 15-amp or approved equal), temporarily removing and re-establishing power cables for PG&E smart meter and City's shot spotter, testing of the new LED fixtures, and tree branch pruning to access the luminaire, and proper disposal of HPS luminaires and tree trimmings, as shown for the locations noted in Exhibit B and described in these Special Provisions.

The Contractor is advised that some street light poles such as wooden poles cannot be de-energized.

All other work as may be necessary as indicated on the plans, in the specifications, and as required by the Engineer.

### 9-1.02 Quantities

The **following** estimate of the quantities is **approximate only**, and is intended as a basis for the comparison of bids. The City does not expressly or by implication 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. Caltrans Special Provision pertaining to price adjustment resulting from a change of more than 25 percent in the bid item's quantity shall not be applicable on this contract.

ITEM NO.	ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITY
1	MOBILIZATION & TRAFFIC CONTROL SYSTEM	LS	1
2	CONVERT EXISTING HPS STREET LIGHT TO LED (CONTRACTOR TO FURNISH LUMINAIRE, PHOTO CELL, ETC).	EA	5,300

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

## **SECTION 10 – CONSTRUCTION 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 Council award of the contract or their acquisition timing determined, such that the same is not a cause for delay. The cost of the permits shall be included in the total bid costs.**

The Contractor shall stage and sequence the work as follows:

1. Upon Council 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.
2. Contractor shall order luminaires, photocells, fuses and any other long-lead items per the City approved submittal.
3. Contractor shall obtain all necessary permits and bonds for the project.
4. Prior to the start of construction, the Contractor shall submit to the Engineer for approval of detailed Traffic Control Plan and work schedule (CPM).
5. Preconstruction meeting shall be made prior to notice to proceed.
6. The Contractor is responsible for clearing any obstruction, such as pruning tree branches to properly access and replace the luminaires.
7. With proper and appropriate traffic control, the Contractor shall properly remove

- the existing HPS luminaire fixture from the street light pole and install new LED luminaire fixtures furnished by the Contractor per manufacturer's recommendation and specifications. This work includes installing new photocells and replacing blown fuses as needed. The new LED luminaire fixtures shall be installed in a professional and workmanlike manner. Proper care of all materials shall be exercised throughout this conversion.
8. Contractor shall notify the engineer any existing power issue.
  9. Street light poles that have a traffic camera attached to its mast arm shall be skipped, thus no conversion work shall be done.
  10. Contractor shall keep a daily production record in a spreadsheet (Excel format) to be given to the City inspector for concurrence.

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 Luminaires**

Luminaires shall conform to these Special Provisions.

Luminaires for converting 100-watt high-pressure sodium (HPS) street lights shall be provided by the Contractor. **The luminaires for the conversion shall be 100 watt LED equivalent LEOTEK ECobra-head LED luminaire (Part Number EC1-6M-MV-NW-2-GY-700-WL).**

The light face of the LED fixture shall be installed leveled and parallel to the road pavement. On some cases where rods are attached to the mast arm of the pole, adjusting the turn buckles on the rods using proper tools may be necessary to properly level the LED fixture.

Note that the Contractor shall test the newly installed LED luminaire fixtures for any defects and make sure that they are properly working before moving to another project location.

Full compensation for furnishing and converting the luminaires shall be considered as included in the unit price paid for Convert Existing HPS Street Light to LED bid item, and no additional compensation will be allowed.

#### **10-1.03 Photocells**

Photocells shall conform to these Special Provisions.

Existing photocells shall be replaced with new Contractor-furnished photocells. All photocells shall be properly installed, assuring that they are oriented to North and locked in place. The photocells provided with each luminaire shall be Sunrise Technologies, Part Number S124-1.5-ST.

Full compensation for furnishing and installing new photocells shall be considered as included in the unit price paid for Convert Existing HPS Street Light to LED bid item, and no additional compensation will be allowed.

#### **10-1.04 Fuses**

Fuses shall conform to these Special Provisions.

In circumstances where the streetlight is not working properly, the Contractor shall verify if a fuse has been blown. The Contractor shall furnish and install a fuse where it is suspected a fuse has been blown. The fuse for replacement shall be Little Fuse BFL 15 Amp, or approved equal.

Full compensation for checking for a blown fuse, and furnishing and installing a new fuse shall be considered as included in the unit price paid for Convert Existing HPS Street Light to LED bid item, and no additional compensation will be allowed.

#### **10-1.05 Ordering of Luminaires**

The Contractor shall be provided sixty (60) calendar days to procure and receive all LED street light luminaires necessary to complete the work. The Contractor shall provide the City with copies of purchase orders immediately upon request.

#### **10-1.06 Progress Schedule**

##### **GENERAL**

##### **Summary**

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

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

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

#### **10-1.07 Inspections**

All work under this contract shall be under the control and inspection of the City Engineer or his/her appointed representative. The Contractor shall notify of the Public Works Department, at (209) 937-8201, three (3) working days in advance of any construction.

#### **10-1.08 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.

In some cases where the street light to be worked on is on private pole, the Contractor is responsible for getting the permission from the owner of the private pole.

The Contractor shall protect from damage any utility facilities that are within the project limit. The Contractor shall be responsible for any damage as the result of the construction. Payment for complying with this Special Provision shall be included in the various items of work, and no additional compensation will be allowed.

#### **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.

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

#### **10-1.10 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.

Lane closures shall conform to Section 10-1.07, "Traffic Control System for Lane Closure" of these Special Provisions.

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

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

The Contractor shall submit to the City Engineer a detailed "Traffic Control Plan" for review and approval. The "Traffic Control Plan" shall be submitted no later than seven (7) 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 10-1.07, "Traffic Control System for Lane Closure", of these Special Provisions. The Traffic Control Plan shall include, but not be limited to, detailed requirements for the following:

- ◆ Traffic control devices, including signs and markings.
- ◆ Construction routes, phasing and/or staging of both the roadway and sidewalk areas.
- ◆ Employee, Customer, and Business/Delivery access to adjacent property.
- ◆ Emergency vehicles access.
- ◆ Bus, refuse collection, and mail delivery access.
- ◆ Any parking zones to be removed on a temporary basis.
- ◆ 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 shown on Exhibit A, "Lane Closure Schedules and Estimated Luminaire Quantity." Any lane closures other than specified shall be approved by the Engineer.

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

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

Also, the Contractor shall provide adequate signing, barricades and flashers or portable flashing beacons, arrow boards, CMS, flaggers, and other equipment and personnel necessary to adequately control and direct traffic in a safe manner. The Contractor shall maintain all barricades, arrow boards, CMS, flashers and detour signs twenty-four (24) hours a day, including covering signs during non-construction hours. The Contractor shall

also provide the City with the names and telephone numbers of three (3) representatives available at all times.

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

The contractor shall provide for pedestrian and wheelchair access to at least one (1) intersection corner within each block and the abutting sidewalk facilities along each block, at all times. Simultaneous closure of both intersection corners to pedestrian traffic within the same block is not allowed.

The contractor shall maintain at least one (1) north/south crosswalk and one (1) east/west crosswalk open to pedestrian and wheelchair access, where exists, at each intersection at all times.

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

### **Maintaining Pedestrian Access**

Means of passage of pedestrian traffic around and through the work area shall be provided at all times. Path of travel shall comply with the Americans with Disabilities Act (ADA) regulations.

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, arrow boards, 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.

#### **10-1.11 Traffic Control System for Lane Closure**

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

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

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

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

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

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

The adjustment provisions in Section 4-1.05, "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.

#### **10-1.12 Existing Highway Facilities**

Contractor attention is directed to requirements of Section 5-1.21 "Preservation of Property" of these Special provisions, and 7-1.05, "Indemnification" and 7-106 "Insurance," of the Standard Specifications.

The work shall be performed in connection with various existing highway facilities (i.e., traffic signals and streetlights, roadside signs, trees, fences, etc.) shall conform to the provisions in Section 15, "Existing Facilities," of the Caltrans Specifications and these Special Provisions.

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.

#### **10-1.13 Regulations and Code**

Regulations and Code shall conform to Section 86-1.02 of the Caltrans Specifications. Nothing in these plans or specifications shall be construed to permit work not conforming to the most stringent of applicable codes.

All individuals who perform work as electricians (kind of work apply to electrical connections 100 volt-amperes or more; Commercial and Industrial wiring, underground conduit

installation, finish work and fixtures, and fire life safety), for contractors licensed as class A and C-10 electrical contractors, shall be certified according to Assembly Bill AB 931, and Labor Code Sections 3099 and 3099.2.

**10-1.14 Warranty and Guarantee**

Certificate of Compliance, Warranties, guarantees and instruction sheets shall conform to Section 86-1.05 of the Caltrans Specifications and these Special Provisions.

All labor furnished shall be guaranteed to the City for a period of not less than ninety (90) days following the date of acceptance of the project. If any LED luminaire(s) is found to be defective in workmanship within the seven days of the installation, the Contractor shall repair it within 10 calendar days from notification.

Lane Closure Schedules and Estimated Luminaire Quantity

Street Classification		Limit	Working Hours	Estimated Quantity
1	Minor Arterial Street	South of the Calaveras River	B	11
2	Collector Street	South of the Calaveras River	A	254
3	Local Street	South of the Calaveras River	A	5,035
			Total =	5,300

Working Hours Legend
A – 8:00 a.m. to 5:00 p.m.
B – 8:30 a.m. to 4:30 p.m.

