



PUBLIC WORKS DEPARTMENT

**SPECIAL PROVISIONS
FOR**

**OAK PARK SENIOR PARKING LOT
RESURFACING PROJECT
PROJECT NO. WD22012**

BID OPENING: Thursday, March 07, 2024 @ 2:00 p.m.

OAK PARK SENIOR PARKING LOT RESURFACING PROJECT PROJECT NO. WD22012

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

CIVIL ENGINEERING

SIGNED: 
Registered Civil Engineer

DATE: 11-09-2023



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**SPECIAL PROVISIONS
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DIVISION I – GENERAL PROVISIONS

SECTION 1 – GENERAL

1-1.01 TERMS AND DEFINITIONS

Wherever in the Standard Specifications, Special Provisions, Notice to Contractors, Proposal, Contract, or other contract documents the following terms are used; the intent and meaning shall be interpreted as follows:

City or Owner -	City of Stockton
Director -	Director of Public Works, City of Stockton
Standard Specifications -	City of Stockton, Standard Plans and Specifications, and any amendments or revisions thereto (Revised 9/27/16)
Caltrans Specifications -	State of California, Department of Transportation, 2015 Standard Plans and Specifications and any amendments or revisions thereto.
Laboratory -	City of Stockton's Department of Public Works or consultant 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
MUTCD -	Latest edition of California Manual on Uniform Traffic Control Devices (MUTCD), and any amendments and revisions thereto.

1-1.02 SPECIFICATIONS

The work described herein shall be done in accordance with the current City of Stockton, Department of Public Works Standard Specifications and Plans, and the latest Editions of the State of California, Department of Transportation Standard Specifications and Standard Plans, California MUTCD, as referenced therein, and in accordance with the following Special Provisions. To the extent the California Department of Transportation Standard Specifications implement the STATE CONTRACT ACT, they shall not be applicable since the City of Stockton is not subject to said ACT.

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

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

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

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

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

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

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

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

1-1.03 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 of the Caltrans Specifications.

See Instructions to Bidders for complete instructions and documentation forms.

SECTION 2 – BIDDING

2-1.01 GENERAL

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

The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation for 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 Non-collusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Non-collusion 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.

2-1.02 BID PROTEST

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

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

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

SECTION 3 – CONTRACT AWARD AND EXECUTION

3-1.01 CONTRACT AWARD

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

Bid protests are to be delivered to the following address: Department of Public Works, 22 E. Weber Avenue, Room 301, Stockton, CA 95202, Attn: Think Phan. 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 contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the Agency so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to:

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

3-1.03 CONTRACT BONDS

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

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

SECTION 4 – SCOPE OF WORK

4-1.01 DIFFERING SITE CONDITIONS

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

4-1.01 EXTRA WORK

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

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

4-1.02 CLEANUP

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

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

SECTION 5 – CONTROL OF WORK

5-1.01 PERMITS

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

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

- Contractor's License - A valid California Class A Contractor License.
- Business License - Contractor shall possess 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 - The contractor shall obtain a City of Stockton encroachment permit and submit all required documents associated with permit. Encroachment Permit fee will be paid by The Contractor.
- Building Permit – Contractor shall obtain a City of Stockton building permit and submit all required documents associated with the permit. Building Permit fee will be paid by The City. Building permit must be obtained from the City Permit Center (209) 937-8444 before start of construction.

- State's Water Resources Control Board Stormwater Construction General Permit (contractor pays) – Notice of Intent (NOI) and Notice of Termination (NOT)
- Construction Notification, dust control – The Contractor is responsible for the preparation and submittal of the San Joaquin Valley Air Pollution Control District Construction Notification Form. More information can be found at the following web site: <http://www.valleyair.org>.
- Construction Water – The Contractor is responsible for obtaining a permit for water from California Water Service or City of Stockton, as applicable, for construction water obtained from a City hydrant. This permit shall be approved by the City of Stockton Fire Department.

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

5-1.02 SUBMITTALS

The following is a list of anticipated submittals for the project. The list is provided to aid the Contractor in determining the scope of work, but is not intended to be all inclusive and additional submittals may be required:

- List of submittals
- DAS-140
- Shop Drawings
- Material Submittals
- Product submittals
- Emergency Contacts/Authorized Representatives
- Manufacturer's Instructions/Field Reports
- Traffic Control Plan
- Lead Compliance Plan
- Storm water pollution prevention plan
- Contractor safety plan
- Project Schedule (Critical Path Method)
- City of Stockton Construction and Demolition Debris Recycling Report
- City of Stockton Encroachment Permit (if applicable)
- Acknowledgement of Monument Preservation Form
- Staging Agreements with Private Property Owner (if applicable)
- Project information 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.

5-1.03 RECORDS

The Contractor's attention is directed to Sections 5-1.27, "Records," of the Caltrans Specifications.

The cost accounting records for the contract shall be maintained separately from other contracts, during the life of the contract, and for a period of not less than 3 years after the date of acceptance of the contract. If the Contractor intends to file claims against the City,

the Contractor shall keep the cost accounting records specified above until complete resolution of all claims has been reached.

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.

5-1.04 JOB SITE APPEARANCE

The Contractor shall maintain a neat appearance to the work.

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

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

5-1.05 PROPERTY PRESERVATION/EXISTING FACILITIES

The Contractor’s attention is directed to Sections 5-1.36, “Property and Facility Preservation,” and Section 15, “Existing Facilities,” of the Caltrans Specifications.

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions 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 60 psi (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 or sheaths.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least two (2) working 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
	(800) 227-2600

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.

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

5-1.06 PRE-CONSTRUCTION SURVEY

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

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

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.

5-1.07 PRESERVING AND PERPETUATING SURVEY MONUMENTS

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

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

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

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

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

5-1.08 CONSTRUCTION SURVEY

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

1. The Contractor shall be responsible for all construction survey stakes necessary to construct the project in accordance to the lines, grades, sections, stage construction/traffic handling, and traffic signalization, pavement delineation plan described in the plans and specifications.

2. Contractor shall be responsible referencing all existing monumentation within the limits of the project prior to removal of any existing monuments. Monument referencing shall be reviewed and approved by the engineer prior to commencing of the work.
3. The Contractor shall employ a Land Surveyor registered in the State of California or an appropriately registered Civil Engineer to perform such survey work. All stakes and marks set by the Contractor's Land Surveyor or Civil Engineer shall be carefully preserved by the Contractor. In case such stakes and marks are destroyed or damaged, they will be promptly replaced, at the direction of the Engineer at no additional cost to the City. Copies of all field notes and cut sheets shall be provided to the City at no additional cost to the City.

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

5-1.09 REQUEST FOR INFORMATION

The Contractor's attention is directed to Sections 5-1.42, "Request for Information" of the Caltrans Specifications.

Contractor shall submit a request for information upon recognition of any event or question of fact arising under the contract. The Engineer shall respond to the request for information within 5 working days.

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.

5-1.10 NOTICE OF POTENTIAL CLAIM

The Contractor shall not be entitled to the payment of any additional compensation for any cause, or for the happening of any event, thing or occurrence, including any act or failure to act, by the Engineer, unless he has given the Engineer due written notice of potential claim as herein specified, provided, however, that compliance with this section shall not be a prerequisite for matters within the scope of the protest provisions under "Changes and Extra Work", "Time of Completion" or within the notice provisions in "Liquidated Damages" not to any claim which is based on differences in measurements of errors of computation as to Contract quantities. The written notice of potential claim shall set forth the items and reasons which the Contractor believes to be eligible for additional compensation, the 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 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 by the Engineer or any event, thing or occurrence for which no written notice of potential claim was filed.

5-1.11 INSPECTIONS

All work under this contract shall be under the control and inspection of the City Engineer or his/her appointed representative. The Contractor shall notify the City of Stockton Public Works Department forty-eight (48) hours in advance of any construction. Contractor shall pay for overtime for inspection during City holidays, weekends and non-business hours.

5-1.12 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 or the Engineer. These plans shall be provided to the Inspector after the completion of construction at the Post Construction Meeting and prior to the final payment. All revision, modifications and/or changes shall be marked clearly. Notes and dimensions shall be in red and be clear and legible. These plans will be used by the Design Engineer to mark up the original plan sheets with the revisions made during construction.

Full compensation for 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.

5-1.13 SURFACE RESTORATION

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

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

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.

5-1.14 RIGHTS IN LAND

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

"All work, equipment parking, or any other activity associated with the project shall be confined to the project limits within the street 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.

5-1.15 STAGING AREA

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

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

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

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.

5-1.16 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

NOT USED

SECTION 6 – CONTROL OF MATERIALS

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

6-1.01 CITY-FURNISHED MATERIALS

There are no City-furnished materials for this project.

6-1.02 STATE-FURNISHED MATERIALS

There are no State-furnished materials for this project.

6-1.03 BUY AMERICA REQUIREMENTS

Not a federally funded project.

6-1.04 QUALITY ASSURANCE PROGRAM

Refer to Instruction to Bidders document.

6-1.05 TESTING

Testing of materials and work shall conform to the provisions in Section 6, "Control of Materials" of the Caltrans Specifications and these special provisions. Whenever the provisions of Section 6 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's attention is directed to the City's Quality Assurance Program in Instructions to Bidder Package.

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 Asphalt Concrete, certificate of compliance, one sieve analysis, and one oil content test per day is required from supplier.

For concrete, certificate of compliance for Curb Gutter/Sidewalk, driveway, and ADA ramp or ASTM C39 compaction test, 4 cylinders per day, with a required 28 day strength of 3,000 psi is required.

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.

6-1.06 PRE-QUALIFIED AND TESTED SIGNING AND DELINEATION MATERIAL

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

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

SECTION 7 – LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

7-1.01 PUBLIC CONVENIENCE

Contractor's attention is directed to Section 12-1.02, "Maintaining Traffic" of these Special Provisions.

The Contractor shall notify San Joaquin Regional Transit District (SJRTD) (dispatcher (209) 948-0642) a minimum of five (5) working days prior beginning Work. Contractor shall coordinate with SJRTD if any bus stops and bus routes are affected.

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

contract. Said names and telephone numbers shall be provided to the City of Stockton Public Works, Fire and Police Departments.

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

Full compensation for 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.

7-1.02 PUBLIC SAFETY

The Contractor's attention is directed to Section 12-1.02, "Maintaining Traffic" of these Special Provisions. Nothing in the specifications voids the Contractor's public safety responsibilities.

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

The Contractor shall provide for the proper routing of vehicles, bicyclists, and pedestrians in a manner that will hold congestion and delay of such traffic to practicable minimum by furnishing, installing, and maintaining all necessary temporary signs, barricades, and other devices and facilities, as approved by the City Traffic Engineer. As the work progresses, the Contractor shall relocate, subject to the City Traffic Engineer's approval, such devices and facilities as necessary to maintain proper routing. The Contractor shall maintain Americans with Disabilities Act (ADA) compliance through the work site (or approved alternate route) at all times during all phases of construction. The Contractor shall notify the City Traffic Engineer via the inspector a minimum of three (3) working days prior to the relocation of any traffic control devices.

Full compensation for furnishing, installing, moving, and removing of all necessary traffic control devices including, but not limited to, signing, striping, barricades, arrow boards, CMS, and flagging shall be included in the contract prices for "Traffic Control" and no

additional compensation will be allowed therefore. Section 12-1.04, "Payment," of the Caltrans Specifications is deleted.

7-1.03 LEAD COMPLIANCE PLAN

Attention is directed to Section 7-1.02K(6)(j)(ii) "Lead Compliance Plan, 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 aeriably 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.

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

SECTION 8 – PROSECUTION AND PROGRESS

8-1.01 SCHEDULE

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

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

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

8-1.02 PRE-CONSTRUCTION CONFERENCE

The City of Stockton Public Works Department will schedule a pre-construction meeting with the Contractor following award of the contract and prior to commencing work **Thinh Phan, (209) 937-8885**. This meeting will be held in the City of Stockton, Public Works Department.

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

8-1.03 POST CONSTRUCTION CONFERENCE

The Contractor shall attend a post-construction meeting that will be arranged by the Public Works Department **Thinh Phan, (209) 937-8885** after completion of work and prior to acceptance and final payment. The project engineer and the project Inspector will also attend this meeting. The purpose of the meeting will be to discuss the project and any related issues that can help improve future Public Works construction projects. This meeting will be held in the City of Stockton, Public Works Department.

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

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

8-1.04 TIME OF COMPLETION

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

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

The Contractor shall diligently prosecute the contract work to completion within Forty-five (45) working days. The days to finish the punch list, provided by the City, are included in the Original Working Days.

Should the Contractor choose to work on a Saturday, Sunday, or on a City Holiday recognized by the labor unions, the Contractor shall reimburse the City of Stockton the

actual cost of engineering, inspection, testing, superintendent, and/or other overhead expenses, which are directly chargeable to the contract. The approximate cost is \$100 per hour. Should such work be undertaken at the request of the City, reimbursement will not be required.

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

8-1.05 LIQUIDATED DAMAGES

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

The Contractor shall pay liquidated damages to the City of Stockton in the amount of **\$3,500 (thirty-five hundred dollars)** per day for each and every calendar day that the work, with the exception of the plant establishment and maintenance period, remains incomplete after expiration of the contract working days specified in these Special Provisions.

Full compensation for 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.

SECTION 9 – PAYMENT

9-1.01 GENERAL

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

9-1.02 PAYMENTS

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

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

Schedule of Measurement and Payment:

1. Mobilization
 - a. By lump sum. All costs connected with mobilization of Contractor's operations as described in Section 9 of the Caltrans Specifications will be paid for at the Contract price as described in Section 9 of the Caltrans Specifications.
2. Traffic Control System
 - a. By lump sum. Includes all labor, materials to provide in accordance with Section 12, "Temporary Traffic Control" of the Caltrans Specifications. Includes designing, furnishing, installing, and maintaining traffic control as indicated on the plans and described in these Special Provisions. Also includes flagging costs, materials (including signs, cones, project

information signs, 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 CI-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, 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.

3. Construction Staking

- a. By lump sum. The Contractor shall provide a City of Stockton Survey Monument Preservation Form and provide construction staking as needed to accurately construct the project improvements. Any additional staking needed for construction not included in this specification section shall be the responsibility of the Contractor and shall be included in the Bid Item list as a lump sum cost.

4. 2" Asphalt Pavement Removal

- a. By square foot. Includes all work and materials necessary to grind the asphalt concrete including, but not limited to grinding, excavating, removing, off-hauling, and disposing of existing asphalt concrete, debris, loading, and removing waste materials from the site and performing the work as indicated on the plans and work described in these Special Provisions.

5. Full Depth Asphalt Pavement and Subgrade Removal

- a. By square foot. Includes all work and materials necessary to construct the project improvements including, but not limited to saw-cutting, excavating, removing, off-hauling, and disposing of existing asphalt pavement, road base, subgrade soils, and debris, exporting excess material compacting and finishing to subgrade, loading, and removing waste materials from the site and performing the work as indicated on the plans. Work also includes back-filling any voids left by removed facilities and work described in these Special Provisions.

6. Full Depth Concrete and Subgrade Removal at Senior Center Entry

- a. By square foot. Includes all work and materials necessary to construct the project improvements including, but not limited to saw-cutting,

excavating, removing, off-hauling, and disposing of existing concrete road base, subgrade soils, and debris, exporting excess material compacting and finishing to subgrade, loading, and removing waste materials from the site and performing the work as indicated on the plans. Work also includes back-filling any voids left by removed facilities and work described in these Special Provisions.

7. Remove Existing 4' Wheel Stop
 - a. By the unit. Includes removing, off-hauling, and disposing of existing wheel stops, rebar, base, subgrade soils, and debris, compacting and finishing subgrade, loading, and removing waste materials from the site and performing the work as indicated on the plans and described in these Special Provisions.

8. Unclog/Clean Existing Storm Drain Inlet
 - a. By the unit. Includes providing all labor, materials, tools equipment, to unclog all drain inlets within parking lot project limits and removing waste materials from the site and performing the work, and incidentals as indicated on the Plans and described in these Special Provisions.

9. Remove and Dispose Existing ADA Post and Signage
 - a. By the unit. Includes providing all the labor, material, tools, equipment, and incidentals for disposing existing signs and posts as indicated on the Plans and described in these Special Provisions.

10. Salvage Existing Post, Remove and Dispose Existing ADA Signage
 - a. By the unit. Includes providing all the labor, material, tools, equipment, and incidentals for disposing existing signs and salvage existing posts for ADA signage replacement, as indicated on the Plans and described in these Special Provisions.

11. Alternate Bid Item: Demolish Existing Concrete Vertical Curb for Proposed Ramps on E. Fulton Street
By the linear foot. Includes excavating, includes providing all the labor, material, tools, equipment, and incidentals for saw-cutting concrete, removing, off-hauling, and disposing of existing concrete curb and gutter, stones, base, subgrade soils, and debris, compacting and finishing subgrade, loading, and removing waste materials from the site and performing the work as indicated on the plans, and described in these Special Provisions.

12. Alternate Bid Item: Clear and Grub at New Ramps at E. Fulton Street.
Includes providing all labor, materials, tools equipment, and incidentals as

indicated on the plans, and described in these Special Provisions. Also includes cutting, removing, and sealing roots encountered during this operation and modifications to existing irrigation.

13. Alternate Bid Item: Full Depth Sidewalk Concrete Removal for ADA Ramps and Full Depth Removal for Driveways at E. Fulton Street

- a. By square foot. Includes all work and materials necessary to construct the project improvements including, but not limited to saw-cutting, excavating, removing, off-hauling, and disposing of existing concrete, existing asphalt, road base, subgrade soils, and debris, exporting excess material compacting and finishing to subgrade, loading, and removing waste materials from the site and performing the work as indicated on the plans. Includes providing all labor, materials, tools equipment, and incidentals to protect existing street furniture. Furniture includes, but not limited to, electric vaults and cabinets located in or near limits of work. Work also includes back-filling any voids left by removed facilities and work described in these Special Provisions.

14. Sawcut, Neat Straight Line

- a. By lineal footage. Includes providing all labor, materials, tools equipment, and incidentals as indicated on the plans, and described in these Special Provisions. Also includes cutting and removing debris encountered during this operation.

15. Temporary Erosion Control

- a. By lump sum. Includes providing all labor, materials, tools equipment, work involved in implementing best management practices, DI protection and concrete washouts, as well as work involved in placing, maintaining, and removing the temporary drain inlet protection measures as indicated on the plans and described in these Special Provisions.

16. 2" Asphalt Pavement Overlay

- a. By the square foot, verified by weigh slops from an approved weigh station. Asphalt binder must be PG 64-10 or PG 70-10 and must comply with section 39-1.02 of Caltrans Standards Specifications. HMA for base and surface course paving shall be Type A, $\frac{3}{4}$ " maximum, medium aggregate. Includes placing hot mix asphalt (leveling) supplying and placing asphalt binder, supplying, preparing, placing, grading the subgrade in preparation of the finished grade sections, as well as excavating and compacting asphalt concrete and constructing to the elevations, thickness and locations as indicated on the Plans described in these Special Provisions

17. Full Depth: 3" AC / 6" Class II AB
 - a. By the square foot, verified by weigh slops from an approved weigh station. Asphalt binder must be PG 64-10 or PG 70-10 and must comply with section 39-1.02 of Caltrans Standards Specifications. HMA for base and surface course paving shall be Type A, ¾" maximum, medium aggregate. Includes compacting subgrade and placing aggregate base and constructing to the elevations, thickness, and locations, forming, reinforcing. Includes placing hot mix asphalt (leveling) supplying and placing asphalt binder, supplying, preparing, placing, grading the subgrade in preparation of the finished grade sections, as well as excavating and compacting asphalt concrete and constructing to the elevations, thickness and locations as indicated on the Plans described in these Special Provisions.

18. Tensar Glaspave 25 w/PG Grade Binder (Or Equal)
 - a. By the square foot. Includes supplying and placing asphalt binder, supplying, preparing, placing, preparation of the finished grade sections, as indicated on the Plans described in these Special Provisions.

19. Install ADA Accessible Parking and Tow Away Signage
 - a. By the unit. Includes providing all the labor, material, tools, equipment, and incidentals for relocating existing signs and posts as indicated on the Plans and described in these Special Provisions.

20. -21. Alternate Bid Item: 6" Concrete Vertical Curb & Curb and Gutter at E. Fulton Street with Ramps
 - a. By the linear foot. Includes supplying concrete to the site, compacting subgrade and placing aggregate base and constructing to the elevations, thickness, and locations, forming, reinforcing, placing concrete, removing forms, curing, finishing, loading, grading the subgrade in preparation of the finished grade sections, as well as excavating and removing waste materials from the site, and constructing the facilities as indicated on the Plans and described in these Special Provisions.

21. Alternate Bid Item: Truncated Domes at New Ramps on E. Fulton Street
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 drawings, described in these Special Provisions and in the Caltrans Specifications.

23. Alternate Bid Item: 6" PCC/4" AB Sidewalk / ADA Ramps at E. Fulton Street
 - a. By the square foot. Includes supplying concrete to the site, compacting

subgrade and placing aggregate base and constructing to the elevations, thickness, and locations, forming, reinforcing, placing concrete, removing forms, curing, finishing, loading, grading the subgrade in preparation of the finished grade sections, as well as excavating and removing waste materials from the site, and constructing the facilities as indicated on the Plans and described in these Special Provisions.

24. Alternate Bid Item: 6" PCC/4" AB Driveway at E. Fulton Street

- a. By the square foot. Includes supplying concrete to the site, compacting subgrade and placing aggregate base and constructing to the elevations, thickness, and locations, forming, reinforcing, placing concrete, removing forms, curing, finishing, loading, grading the subgrade in preparation of the finished grade sections, as well as excavating and removing waste materials from the site, and constructing the facilities as indicated on the Plans and described in these Special Provisions.

25. 6" PCC/4" AB Ramp at Senior Center Entry

- a. By the square foot. Includes supplying concrete to the site, compacting subgrade and placing aggregate base and constructing to the elevations, thickness, and locations, forming, reinforcing, placing concrete, removing forms, curing, finishing, loading, grading the subgrade in preparation of the finished grade sections, as well as excavating and removing waste materials from the site, and constructing the facilities as indicated on the Plans and described in these Special Provisions.

26. 6" Vertical Curb at Senior Center Entry

- a. By the Lineal foot. Includes supplying concrete to the site, compacting subgrade and placing aggregate base and constructing to the elevations, thickness, and locations, forming, reinforcing, placing concrete, removing forms, curing, finishing, loading, grading the subgrade in preparation of the finished grade sections, as well as excavating and removing waste materials from the site, and constructing the facilities as indicated on the Plans and described in these Special Provisions.

27. 3' Concrete V-Ditch

- a. By the linear foot. Includes supplying concrete to the site, compacting subgrade and placing aggregate base and constructing to the elevations, thickness, and locations, forming, reinforcing, placing concrete, removing forms, curing, finishing, loading, grading the subgrade in preparation of the finished grade sections, as well as excavating and removing waste materials from the site, and constructing the facilities as indicated on the Plans and described in these Special Provisions.

28. Truncated Domes

- a. 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 drawings, described in these Special Provisions and in the Caltrans Specifications.

29. Reinstall 4' Wheel Stop

- a. By the unit. Includes supplying wheel stops to the site, constructing to the elevations, thickness, and locations, forming, reinforcing, placing wheel stops, removing forms, curing, finishing, loading, removing waste materials from the site, and constructing the facilities as indicated on the Plans and described in these Special Provisions.

30. 4" White Parking Stripe

- a. Includes furnishing all labor, materials, tools, equipment, and incidentals for all the work involved in, but not limited to, furnishing, and installing traffic stripes, pavement markings, and pavement markers as shown and specified on the plans, as specified in these Special Provisions, in the Caltrans Specifications, and as directed by the Engineer.

31. ADA Accessible Parking Stripe

- a. Includes furnishing all labor, materials, tools, equipment, and incidentals for all the work involved in, but not limited to, furnishing, and installing traffic stripes, pavement markings, and pavement markers as shown and specified on the plans, as specified in these Special Provisions, in the Caltrans Specifications, and as directed by the Engineer.

32. 3' Wide Rubber Speed Hump

- a. By the unit. Includes providing all the labor, material, tools, equipment, and incidentals for installing rubber speed humps as indicated on the Plans and described in these Special Provisions.

9-1.03 INCREASE OR DECREASE QUANTITIES

The City reserves the right to make such alterations, deviations, additions to, or omissions from the plans and specifications, including the right to increase 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 9-1.06B and Section 9-1.06C of the Caltrans Specifications shall not apply.

Any such changes will be set forth in a contract change order, which will specify, in addition to the work to be done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A contract change order will not become effective until approved by the Public Works Director. City Manager and/or City Council approval may be necessary depending on the amount of the change order.

9-1.04 MOBILIZATION

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

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

9-1.05 STOP NOTICE

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

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

9-1.06 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	UNIT	ESTIMATED QUANTITY
1	MOBILIZATION	LS	1
2	TRAFFIC CONTROL SYSTEM	LS	1
3	CONSTRUCTION STAKING	LS	1
4	2" ASPHALT PAVEMENT REMOVAL	SF	113,710
5	FULL DEPTH ASPHALT PAVEMENT AND SUBGRADE REMOVAL	SF	20,160
6	FULL DEPTH CONCRETE AND SUBGRADE REMOVAL AT SENIOR CENTER ENTRY	SF	610
7	REMOVE EXISTING 4' WHEEL STOP	EA	65
8	UNCLOG/CLEAN EXISTING STORM DRAIN INLET	EA	9
9	REMOVE AND DISPOSE EXISTING ADA POST AND SIGNAGE	EA	2
10	SALVAGE EXISTING POST, REMOVE AND DISPOSE EXISTING ADA SIGNAGE	EA	9

11	ALTERNATE BID ITEM: DEMOLISH EXISTING CONCRETE VERTICAL CURB FOR PROPOSED RAMPS ON E. FULTON STREET	LF	160
12	ALTERNATE BID ITEM: CLEAR AND GRUB AT NEW RAMPS AT E. FULTON ST.	SF	250
13	ALTERNATE BID ITEM: FULL DEPTH SIDEWALK CONCRETE REMOVAL FOR ADA RAMPS AND FULL DEPTH REMOVAL FOR DRIVEWAYS AT E. FULTON STREET	SF	1,000
14	SAWCUT, NEAT STRAIGHT LINE	LF	800
15	TEMPORARY EROSION CONTROL	LS	1
16	2" ASPHALT PAVEMENT OVERLAY	SF	113,710
17	FULL DEPTH: 3" AC / 6" CLASS II AB	SF	20,160
18	TENSAR GLASPAVE 25 W/ PG GRADE BINDER (OR EQUAL)	SF	133,870
19	INSTALL ADA ACCESSIBLE PARKING AND TOW AWAY SIGNAGE	EA	19
20	ALTERNATE BID ITEM: 6" CONCRETE VERTICAL CURB AT E. FULTON STREET ENTRY WITH NEW RAMPS	LF	280
21	ALTERNATE BID ITEM: 6" CONCRETE VERTICAL CURB & GUTTER AT E. FULTON STREET ENTRY WITH NEW RAMPS	LF	30
22	ALTERNATE BID ITEM: TRUNCATED DOMES AT NEW RAMPS ON E. FULTON STREET	SF	75
23	ALTERNATE BID ITEM: 6" PCC / 4" AB SIDEWALK / ADA RAMPS AT E. FULTON STREET	SF	650
24	ALTERNATE BID ITEM: 6" PCC / 4" AB DRIVEWAY AT E. FULTON STREET	SF	850
25	6" PCC / 4" AB RAMP AT SENIOR CENTER ENTRY	SF	600
26	6" VERTICAL CURB AT SENIOR CENTER ENTRY	LF	80
27	3' CONCRETE V-DITCH	LF	420
28	TRUNCATED DOMES	SF	360
29	REINSTALL 4' WHEEL STOP	EA	65
30	4" WHITE PARKING STRIPE	LS	1
31	ADA ACCESSIBLE PARKING STRIPE	LS	1
32	3' WIDE RUBBER SPEED HUMP	EA	13

Each bidder shall bid each item on the Base Bid Schedule. Failure to bid an item shall be just cause for considering the bid as non-responsive. The City reserves the right to include or delete any Schedule or portion thereof, or to reject all bids.

Official bid documents, including plans and specifications, are available on the City of Stockton website at: <http://www.stocktongov.com/services/business/bidflash/default.html>

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

DIVISION II – GENERAL CONSTRUCTION

SECTION 10 – GENERAL

10-1.01 ORDER OF WORK

The order of work shall conform to the Contractor's approved project schedule described in Section 8-1.01, "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 the responsibility to stage the work in a manner that complies with the requirements of these sections.

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

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

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.

10-1.02 MONUMENTS

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

The Contractor shall perform a survey to preserve any existing survey monuments such as chiseled cross, survey iron pipe, etc. that may be present on the pavement, round corners, and concrete flat work to be improved by this project. Monument preservation shall be done by or under the supervision of a Licensed Land Surveyor.

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

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

SECTION 11 – BLANK

SECTION 12 – TEMPORARY TRAFFIC CONTROL

12-1.01 MAINTAINING TRAFFIC

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and 12, "Temporary Traffic Control," of the Caltrans Specifications, 10.01, "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, arrow boards, CMS, and flashers, and provide flaggers as necessary to protect pedestrians and vehicular traffic.

The Contractor shall furnish and maintain all barricades, arrow boards, CMS, 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 "Temporary Traffic Control Plan" for review and approval. The "Temporary Traffic Control Plan" shall be submitted no later than five (5) working days following the Notice to Proceed date and 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 requirements of Section 12-1.02, "Traffic Control System for Lane and Road Closure," of these Special Provisions. The Temporary Traffic Control Plan shall include, but not be limited to, detailed requirements for the following:

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

- Pedestrian and bicyclist access.

The “Temporary 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 Sections 7-1.03, “Public Convenience” and 7-1.04, “Public Safety” of 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 and not more than twelve (12) feet wide, shall be permitted only between the hours of 9 a.m. and 3:30 p.m. Any other lane closure shall be approved by the Engineer.

Standard working hours shall be 8 a.m. to 4 p.m. Any extended working hours require the approval of the Engineer.

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

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

Also, the Contractor shall provide adequate signing, barricades and flashers or portable flashing beacons, flaggers, and other equipment and personnel necessary to adequately control and direct traffic in a safe manner. The Contractor shall maintain all barricades, flashers and detour signs twenty-four (24) hours a day, including covering signs during non-construction hours. The Contractor shall also provide the City with the names and telephone numbers of three (3) representatives available at all times.

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.

Except as otherwise allowed by the Engineer, "long term" and temporary closures shall be removed and the full width of the traveled way shall be open for use by public traffic

when construction operations are not actively in progress during the working period or successive working periods.

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

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

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

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 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 ADA accessible 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 temporarily be 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 temporary traffic control plan, furnishing, installing, maintaining, and removing all components of the required traffic control system, traffic lane and sidewalk closures, 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 contract prices for "Traffic Control" and no additional compensation will be allowed therefore.

12-1.02 TRAFFIC CONTROL SYSTEM FOR LANE AND ROAD CLOSURE

A traffic control system shall consist of closing traffic lanes and ramps in accordance with the provisions of Section 12, "Temporary Traffic Control," of the Caltrans Specifications, the provisions under "Public Safety," "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 Caltrans Specifications and these Special Provisions.

Traffic shall be controlled with stationary type lane closures. The Contractor's attention is directed to the provisions in section 81-3, "Pavement Markers," of the Caltrans Specifications. If any component in the traffic control system is displaced or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the component to its original condition or replace the component and shall restore the component to its original location.

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

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

Section 12-1.04, "Payment" of the Caltrans Specifications is amended as follows: "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, "Temporary Traffic Control," 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, signs, arrow boards, CMS, 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 specified in the Caltrans Specifications and these Special Provisions and as directed by

the Engineer, shall be included in the contract "Traffic Control", and no additional compensation will be allowed therefore.

The adjustment provisions in Section 4-1.05A, "Changes and Extra Work - General," 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 an 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 a force account basis as provided in Section 9-1.04, "Force Account," of the 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, "Changes and Extra Work," of the Caltrans Specifications, will be paid for as a part of the extra work.

SECTION 13 – WATER POLLUTION CONTROL

13-1.01 WATER POLLUTION CONTROL

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

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

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

SECTION 14 – ENVIRONMENTAL STEWARDSHIP

14-1.01 HAZARDOUS WASTE AND CONTAINMENT

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

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

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

14-1.02 DUST CONTROL

Dust control shall conform to any requirements set forth in the San Joaquin Valley Air Pollution Control District Construction Notification Form, the provisions in Section 10-5, "Dust Control" of the Caltrans Specifications and these Special Provisions. Section 10-5 of the Caltrans Specifications shall be amended to include the following sentences:

"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 10-6, "Watering," of the Caltrans Specifications and these Special Provisions.

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

14-1.03 NOISE CONTROL REQUIREMENTS

Noise control shall conform to the provisions in Section 14-8-02, "Noise Control," of the Caltrans Specifications and these Special Provisions. Nothing in the Caltrans Specifications or these Special Provisions voids the Contractor's public safety responsibilities or relieves the Contractor from the responsibility to comply with other ordinances regulating noise level.

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

The noise level requirement shall apply to the equipment on the job or related to the job, including, but not limited to, trucks, transit mixers, or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

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

14-1.04 PRE-CONSTRUCTION MIGRATORY BIRD SURVEY

February 15 through September 1 is considered the nesting season. All construction activities are prohibited within 100 feet of an active nest without a written authorization from the Engineer. Prior to beginning work disturbing the ground or vegetation, the City will provide a qualified biologist to conduct a pre-construction survey for nesting birds before and during construction. If active nests are observed, buffers will need to be established in coordination with California Department of Fish and Wildlife (CDFW). The pre-construction survey shall be conducted no more than 14 days prior to the initiation of construction activities. The engineer will approve the beginning of work disturbing the ground or vegetation between February 15 and September 1.

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

DIVISION III EARTHWORK AND LANDSCAPE

SECTION 17 – EARTHWORK AND LANDSCAPE

17-1.01 Clearing and Grubbing

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

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

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

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

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

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

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

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

Full compensation for clearing and grubbing shall be considered included in the contract lump sum price paid for Clearing and Grubbing, and no additional compensation will be allowed. 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.

SECTION 18 – BLANK

SECTION 19 – EARTHWORK

19-1.01 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. If excavation exceeds 15 feet, water sampling will be required.

Full compensation for Roadway Excavation shall be considered included in the contract prices paid for the various items of work requiring "Earthwork" and no additional compensation will be allowed.

19-1.02 Trench Excavation and Backfill

Trench excavation, pipe bedding, and backfill shall conform to the requirements of Section 71, "Sanitary Sewer and Storm Sewers", of the Standard Specifications and City of Stockton Standard Plan Nos. R36 through R43, and any amendment and revisions, these Special Provisions, and as specified on the plans. Controlled Density Fill (CDF) shall be mandatory for trenches 8" wide or less. Contractor shall grind 3" deep, 12" each side of trench, and repave. If excavation exceeds 15 feet in depth, water sampling will be required.

Water control shall conform to the provisions of Section 19-3.03B(5) "Water Control and Foundation Treatment" of the Caltrans Specifications and these Special Provisions. The Contractor shall construct and maintain all necessary ditches, cofferdams, channels, drains, sumps, and temporary protective works, and shall furnish, install, and maintain all necessary pumping and other equipment for controlling flows, including ground water in the pipe trenches and structure excavations, so that no foundation will contain any free water. Full compensation for water control shall be included in the contract prices paid for various items of work, and no additional compensation will be made therefore.

The Contractor shall do all excavation of whatever substance is encountered to the lines and grades shown on the plans. Where it becomes necessary to excavate beyond the limits of normal excavation lines in order to remove boulders or other interfering objects, the void remaining after the removal of the boulders shall be backfilled with suitable material and density, as approved by the Engineer. The Contractor shall do such grading as is necessary to prevent surface water from entering the excavation. The Contractor shall remove and dispose of all water entering the excavation. Disposal of water shall be done in a manner to prevent damage or nuisance to adjacent properties.

Due to width limitations, proximity of existing utilities, structures, and access requirements, the Contractor may be required to provide a vertical, open trench, shoring

system for portions of this project. Shoring of all trench excavations shall conform to the Sheeting and Shoring Section of these Special Provisions.

The amount of open trench or plated trench permitted at any one time shall not exceed fifty (50) feet or as allowed by the Engineer. Trench excavation shall be closed and all lanes shall be restored to traffic at the end of each workday. The Contractor shall furnish and install non-skid steel plates to span trench sections, which have not been backfilled. Non-skid trench plates shall have a manufactured surface with a coefficient of friction that equals or exceeds zero point thirty-five (0.35).

Approach and ending plates shall be attached to the roadway by a minimum of two (2) dowels predrilled into the corner of the plate and drilled a minimum of two (2) inches into the pavement. Interior plates are to be butted together. Fine graded asphalt concrete shall be compacted to form ramps with a maximum slope of eight and one-half percent (8.5%) with a minimum twelve- (12) inch taper to cover all exterior edges of the plates. When the plates are removed, the dowel holes in the pavement shall be backfilled with graded fines of asphalt concrete mix. A concrete slurry or equivalent slurry mix may be substituted with the approval of the Engineer.

All operations shall be carried out in an orderly fashion. Backfilling, compacting, and clean-up work shall be accomplished as the work is approved and traffic through the work shall be impeded or obstructed as little as possible.

The trench bottom shall be free of bumps or hollows and graded to provide uniform support along the length of pipe.

Excess excavated material shall become the property of the Contractor and shall be removed and disposed of away from the job site at the Contractor's expense. Full compensation for the removal and disposal of excess or unsuitable material shall be considered included in the contract unit prices paid for the various items of work and no additional compensation will be allowed therefore.

Pipe bedding and backfill shall be placed above and below the pipe to the lines and grades shown on the City of Stockton Standard Plans Nos. R36 through R43, as shown on the plans, and as specified in these Special Provisions.

Delete Section 19-3.03E, "Structure Backfill", of the Caltrans Specifications and substitute the following:

"Pipe bedding, envelope, and trench backfill material shall consist of imported material, free from vegetable matter and other deleterious substances and shall form a firm, stable base when compacted. The percentage composition weight by weight shall conform to the following grading:

<u>Sieve Size</u>	<u>Percentage Passing</u>
1"	100
¾"	90-100
No. 4	35-60
No. 30	10-30
No. 200	2-9

The material shall conform to the following quality requirements:

	<u>Requirements</u>
Resistance(R-value)	78 min.
Sand equivalent	25 min.

In no case shall native excavated material be used as pipe bedding, envelope, and trench backfill.

Bedding material shall be placed to approximately the same elevation on both sides of pipe to prevent unequal loading and displacement of the pipe. The difference in elevation of the bedding backfill on either side of pipe shall not exceed six (6) inches at any time.

Trench backfill shall consist of the trench area from the top of the pipe bedding to the ground surface, or if within a roadway, to the bottom of the roadway subgrade.

Backfill shall be compacted by impact, vibration, or by a combination of these methods, as approved by the Engineer. However, impact type compactors shall not be used around or over PVC pipe until backfill over the top of the pipe will permit compaction of the backfill material without deflecting or damaging the pipe. Jetting will not be permitted.

All backfill shall be placed in maximum eight (8) inch uncompacted lifts.

Compaction shall be determined by ASTM D1557.

The Contractor shall place temporary surfacing promptly after backfilling and shall maintain such surfacing until permanent paving work can be installed.

Temporary paving shall consist of asphalt cutback rolled to provide a smoother surface. All edges shall be contoured to provide a smooth transition between the existing grade and the cutback surface. The Contractor shall maintain the surface free of depressions, bumps, loose pieces, and other defects at all times. During wet weather, the Contractor shall provide a solid, non-skid surface over temporary pavement to protect the surface from damage by traffic.

Temporary pavement shall be replaced with permanent pavement, as soon as is practical after the trench is backfilled and as allowed by the Engineer.

Until the permanent pavement is placed, the base rock and temporary asphalt plant mix at the surface of the trench shall be maintained at all times. Continuous inspection and maintenance of the trench area will be required.

Any excavation shall also conform to the provisions in Section 100, "Street Opening and Pavement Restoration Regulations" of the Standard Specifications.

Full compensation for doing all the work involved in trench excavation, water control and dewatering, bedding and backfilling, and placement of temporary paving shall be considered as included in the contract prices paid for the various items of work requiring "Earthwork" and no additional compensation will be made therefore.

19-1.03 Dewatering

Attention is directed to Section 19-3.03B, "Structure Excavation", of the Caltrans Specifications and these Special Provisions.

If an NPDES (National Pollutant Discharge Elimination System) is required for disposal of water from construction dewatering activities, it shall be obtained by the contractor prior to any dewatering activities. Contractor shall comply with SWRCB requirements for discharging water from any dewatering operation, including obtaining all necessary permits, testing, and/or monitoring.

Dewater the excavation if ground water is encountered. Continue dewatering before and during subsequent excavation to prevent damage to the work. Foundation must be free of water when footing concrete or pipes are placed.

The contractor shall dispose of the water so as not to cause damage to the public or private property, or to cause a nuisance or menace to the public or violate the law. Dewatering shall be installed and operated so that the groundwater level outside the excavation is not reduced to the extent which would cause damage or endanger adjacent structures or property. The static water level shall be drawn down a minimum of 1 foot below the bottom to excavations to maintain the undisturbed state of natural soils and allow the placement of any fill to the specified density. The control of groundwater shall be such that softening of the bottom of excavations, or formation of "quick" conditions or "Boils", does not occur.

Full compensation for doing all the work involved in dewatering, water control and bedding and backfilling, and placement of temporary paving shall be considered as included in the contract prices paid for the various items of work requiring "Dewatering" and no additional compensation will be made therefore.

SECTION 20 – LANDSCAPE - BLANK

SECTION 21 – EROSION CONTROL

Attention is directed to the provisions in Section 21, "Erosion Control" of the Caltrans Specifications.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in erosion control, including the maintenance period, shall be considered as included in the prices paid for the various items of work requiring "Erosion Control" and no additional compensation will be allowed therefore.

DIVISION IV SUBBASES AND BASES

SECTION 26 – AGGREGATE BASE

26-1.01 Aggregate Base

Unless otherwise indicated in these Special Provisions or indicated on the plans, aggregate base shall conform to the requirements of Section 26, "Aggregate Bases", of the Caltrans Specifications for Class 2 aggregate base.

Aggregate base shall be placed in lifts no greater than eight (8) inches in loose thickness and in a manner that avoids segregation, moisture conditioned as necessary, and compacted to at least ninety-five percent (95%) relative compaction.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in construction of the various depths of aggregate base, complete in place, will be considered as included in the contract prices paid for various items of work requiring aggregate base, and other items of work, and no additional compensation will be allowed therefore.

DIVISION V SUBSURFACE AND PAYMENT

SECTION 39 – ASPHALT CONCRETE

39-1.01 Asphalt Concrete

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

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

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

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

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

If paving operations are in progress and rain or fog forces a shut down, 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.

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

DIVISIONS VI STRUCTURES

SECTION 52 – REINFORCEMENT

52-1.01 Reinforcement

Reinforcing steel reinforcement shall conform to the provisions in Section 52, "Reinforcement", of the Caltrans Specifications. All rebar shall be Grade 60.

Full compensation for furnishing and installing bar reinforcing steel and mesh reinforcement shall be considered as included in the contract price paid for the various

contract items requiring bar reinforcing or mesh reinforcement, and no additional compensation will be allowed therefore.

DIVISION VII DRAINAGE FACILITIES – NOT USED

DIVISION VIII – MISCELLANEOUS CONSTRUCTION

SECTION 73 – CONCRETE CURBS AND SIDEWALKS

73-1.01 Concrete Curbs, Sidewalks, and Wheelchair Ramps

Concrete curb, gutter, sidewalk, curb returns, including wheelchair ramps, grooving, driveways, and flat 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.

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, including ramps, including all grading necessary for installation of concrete sidewalk or concrete ramps, to finished grade, disposal of all excess material, all sawcuts, reinforcements where required, grading under concrete, providing and grading aggregate base subbase, backfill, compaction, watering, expansion joint filler, concrete and curing compound, grooving, and for doing all the work involved in furnishing and placing concrete sidewalks, 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 for the various contract items of work, 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 concrete curb and gutter, including all aggregate subbase, reinforcement, sawcuttings, backfill, compaction, watering, expansion joint filler, and concrete curing compound, and for doing all the work involved in furnishing and placing concrete curb and gutter, 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 for the various contract items of work, 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.

Reinforcing steel reinforcement shall conform to the provisions in Section 52, "Reinforcement", of the Caltrans Specifications. All rebar shall be Grade 60.

Full compensation for furnishing and installing bar reinforcing steel and mesh reinforcement shall be considered as included in the contract price paid for the various contract items requiring bar reinforcing or mesh reinforcement, and no additional compensation will be allowed therefore.

DIVISION IX – TRAFFIC CONTROL DEVICES

SECTION 84 – MARKINGS

84-1.01 Traffic Stripes, Pavement Markings, and Pavement Markers

All paint shall conform to section 84-2.02G "Paint" of the Caltrans Specifications.

~~Traffic stripes, including crosswalks, shall be placed as shown on the plans, must comply with the California MUTCD, 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 width and patterns of striping lines shall conform to the striping details shown in Figures 3A-101 (CA) through 3A-113 (CA) in the California MUTCD.~~

~~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 0.090 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.~~

~~A double extruded thermoplastic traffic stripe consisting of two 4-inch wide yellow stripes is measured as 2 traffic stripes.~~

~~A double sprayable thermoplastic traffic stripe consisting of two 4-inch wide yellow stripes is measured as 1 traffic stripe.~~

~~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 in Section 84-2.02D, 84-2.02E, and 84-2.03C(2)e. 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 sidewalks) shall be removed before thermoplastic material is applied. For either material, pavement shall be preheated to remove all residual moisture prior to installation.~~

~~At intersections where existing pavement is removed and replaced, Contractor shall install new crosswalk control points for the City to review and approve.~~

~~Configuration of pavement markings and legends shall conform to the detail and methods as set forth in the latest issue of the 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 14-1.01 "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 conforming to the Caltrans Specifications, Section 84-2, "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 the newly stripe or marking due to the failure of any Contractor to protect his work shall be repaired by him at no additional cost. Any over-spray or tracking of fresh thermoplastic material onto unpainted surfacing shall be removed by any methods to the satisfaction of the Engineer.~~

~~On one-way streets and median-divided streets, the side of the retroreflective raised pavement markers that is visible to traffic proceeding in the wrong direction shall be red (Type C). The other retroreflective side shall be white or yellow as per the detail. This section is applicable to Details 9, 10, 12, 13, 25, 25A, 26 and 27 in the California MUTCD.~~

~~Blue Raised Pavement Markers shall be installed after any surface treatment (overlay, micro-surfacing, chip-seal, cape-seal, etc.) solely for aiding in locating fire hydrants. Typical marker locations are shown on Figure 3B-102 (CA) of the California MUTCD.~~

~~(1) *Two-Way Streets*—Markers should be placed 6 inches from the edge of painted centerline on the side nearest the fire hydrant. If the street has no centerline, the marker should be placed 6 inches from the approximate center of the roadway on the side nearest the hydrant.~~

~~(2) *Streets with Left Turn Lane at Intersection*—Markers should be placed 6 inches from the edge of painted white channelizing line on the side nearest the hydrant.~~

~~(3) *Streets with Continuous Two-Way Turn Lane*—Markers should be placed 6 inches from the edge of the painted yellow barrier line on the side nearest the fire hydrant.~~

~~(4) *One-way streets and median-divided streets*—Markers should be placed 6 inches from the edge of lane line on the side nearest the fire hydrant (at least 12' from curb or edge of traveled way).~~

~~The noise level created by the combined grinding activities must not exceed 86 dBA when measured at a distance of 50 feet at right angles to the direction of travel.~~

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing signs, traffic stripes, painted curbs, pavement markings, pavement markers and legends, including any necessary cat tracks, dribble lines, and layout work, placement, removal, and disposal of any and all conflicting striping and pavement markers, complete in place, as shown on the plans, as specified in the Caltrans Specifications and these Special Provisions, and as directed by the Engineer, shall be included in the prices paid for the various contract items of work involving signs and striping, and no additional compensation will be allowed therefore.

DIVISION XI MATERIALS

SECTION 90 – CONCRETE

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

90-1.01 Minor Concrete

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

Mineral admixture will be required in the manufacture of concrete containing aggregate that is determined to be "deleterious" or "potentially deleterious" when tested in accordance with ASTM Designation: C 289. The use of mineral admixture in such concrete shall conform to the requirements in Section 90-1.02 of the Caltrans Specifications, "Materials", except the use of Class C mineral admixture will not be permitted.

Portland Cement shall contain not less than 505 pounds of cementitious material per cubic yard for all uses. Fly ash or slag may be added, but cannot replace the required cement, nor may the total cement content of 505 pounds be reduced.

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