



PUBLIC WORKS DEPARTMENT

**SPECIAL PROVISIONS
FOR**

**STREETLIGHT POLE REPLACEMENT
FY 2023-24 SB1**

PROJECT NO. – WD24006

BID OPENING: January 25, 2024 @ 2:00 p.m.

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**SPECIAL PROVISIONS
FOR
PROJECT NAME
PROJECT NO.**

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, 2018 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: *Cesar Lopez-Garcia*
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: *Cesar Lopez-Garcia*. 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: *Cesar Lopez-Garcia*
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 - Contractor shall possess a valid California Class A or C10 Contractor License at the time of bid and maintain it throughout the duration of the contract.
- 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 pay all required fees from all affected owners of right-of-way. Encroachment permit and fees must be obtained from the City Permit Center (937-8366) before the start of construction.
- State's Water Resources Control Board Stormwater Construction General Permit (contractor pays) – Notice of Intent (NOI) and Notice of Termination (NOT).
- Submit the Construction and Demolition (C&D) Debris Recycling Report within 14 days of construction or demolition project completion. The completed form must be accompanied by the official weight tags or receipts verifying the information provided in the report and must be submitted to the City of Stockton Public Works Department, Solid Waste Division, 22 E. Weber Ave. Room 301, Stockton, CA 95202. Failure to provide the C&D Debris Recycling Report form will result in a 5% withholding of the contract amount.
- Construction 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:

- DAS-140
- DAS 142
- Local Hire Employment Ordinance – Good Faith Effort
- Monthly Local Employment Ordinance Compliance Report (During Construction)
- Emergency Contacts/Authorized Representatives
- Traffic Control Plan
- Galvanized Streetlight Pole & Mast Arm
- Pull Box
- Fuse
- Fuse Holder
- Chase Nipple
- Grounding Rod
- Concrete Mix Design
- UV rated Electrical Wires
- Water Pollution Control Plan
- Contractor safety plan
- Project Schedule (Critical Path Method)
- City of Stockton Construction and Demolition Debris Recycling Report
- City of Stockton Encroachment Permit
- Staging Agreements with Private Property Owner (if applicable)
- Acknowledgements of Monument Preservation

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 Specs.

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/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.

SECTION 6 – BLANK

See following page

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 Caltrans Specs

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 aeri ally 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 (*project managers name and number*). 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 (*project managers name and number*) 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 twenty (35) 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 **\$3500 (twenty-six hundred)** 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.

See following page

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 shall include, but is not limited to the following:

1. **Mobilization:** paid by lump sum, shall include costs associated with the movement of personnel, equipment, supplies, and incidentals to the project site as necessary.
2. **Traffic Control:** paid by lump sum, shall include all labor materials to provide traffic control in accordance with Section 12, "Temporary Traffic Control" of the Caltrans Standard Specification. Includes designing, providing, erecting and maintaining traffic control as indicated on the plans and described in these Special Provisions. Also includes flagging costs, materials (including signs, cones, portable delineators, portable changeable message signs, flashing arrows, and barricades and all other items shown on the traffic handling plans for which there is not a contract item in the estimate), tools, equipment, and incidentals (including overhead lighting, cellular phones and radios), and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system shown on the plans, as specified in the Standard Specifications and these Special Provisions.

3. **Water Pollution Control:** By lump sum. Includes providing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing a Best Management Plan applying erosion control measures in place, installing, constructing, maintaining, removing, and disposing of such temporary storm water pollution control measures, including, but not limited to, temporary fiber rolls, temporary construction washout facilities, temporary drainage inlet protection, and street sweeping, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

4. **Remove Existing Streetlight Pole & Equipment (Existing LED fixtures to be reused):** paid per each. Includes all labor, tools, transportation, supplies, equipment, fuel, and power required and necessary to properly remove all existing LED/HPS light fixture, mast arm, existing streetlight pole. This also includes full compensation for coordination with PG&E to disconnect/reconnect existing overhead/underground power, removing and disposing all the waste material from the site, described in Section 15 of the Caltrans Standard Specifications and these Special Provisions. Replacement work also includes but is not limited to temporarily removing and re-establishing power cables for streetlight replacement, as required.

5. **Remove Existing Streetlight Foundation:** paid per each. Includes all labor, tools, transportation, supplies, equipment, fuel, and power required and necessary to properly remove existing streetlight foundation. This also includes full compensation for coordination with utilities companies if there is any conflict with existing utilities as described in Section 15 of the Caltrans Standard Specifications and these Special Provisions.

6. **Install Type 15 Streetlight Foundation including Pull Box:** paid per each, shall include all labor, materials, tools, transportation, supplies, equipment, fuel, and power required and necessary to properly install Type 15 Streetlight Foundation along with the Contractor furnished pull box. This work shall consist of excavation and the removal of all materials encountered, furnishing, and placing all necessary concrete, anchor bolts, reinforcing steel, and grounding rods as shown in City Standard Drawing No. R-87 to R-92. The Contractor(s) shall install conduits from streetlight poles to pull box as per City Standard Drawing. This also includes full compensation for coordination with PG&E to disconnect/reconnect power the removal & replacement of any damaged concrete curb, gutter, sidewalk, and pavement, landscaping & irrigation sprinklers described in Section 86 of the Caltrans Standard Specifications and these Special Provisions. The damaged sprinklers shall be repaired immediately by the Contractor to the satisfaction of the Engineer.

7. **Install New Street Light Pole with Mast Arm with connection to existing Electrical Supply (Reuse existing LED fixtures from removed poles):** paid per each, includes all labor, tools, transportation, supplies, equipment, fuel and power required and necessary to properly install Contractor- furnished new galvanized street light pole as per the City of Stockton standard drawings number R-87 to R-92. Streetlights shall only be installed on locations determined by City Staff. Installation work includes, but not limited to installation of fuse, fuse holder, chase nipples, and UV rated electrical wiring need to power the streetlights. It also includes installation of luminaries, photocells removed from old streetlight poles. All new installed streetlights must be tested to ensure all of them are working.

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

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.	Description	Quantity	Unit	Unit Cost	Total Cost
1.	Mobilization	1	LS		
2.	Traffic Control	1	LS		
3.	Water Pollution Control	1	LS		
4.	Remove Existing Streetlight Pole & Equipment (Existing LED fixtures to be reused)	31	EA		
5.	Remove Existing Streetlight Foundation	16	EA		
6.	Install Type 15 Street Light Foundation including Pull Box	16	EA		
7.	Install New Streetlight Pole with Mast Arm (Reuse existing LED fixtures from removed poles)	31	EA		
TOTAL BID					

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.

The stages to be performed are as followed:

- a. Project Submittals – Including but not limited to Product Submittals, Project schedule, etc.
- b. Order Materials – Proof of ordering materials shall be submitted within five days of receipt of approved submittals from the City.
- c. Coordination with PG&E – Contractor shall coordinate with PG&E minimum 7 working days in advance to disconnect/reconnect existing power. In order to keep City streets lighted all the time, work shall be done in two phases. Contractor is allowed to proceed with phase 2 work only after all phase 1 streetlights are fully functional.
 - **Phase 1 Streetlight Pole Numbers:**
3888, 3890, 3930, 3932, 4402, 4404, 4671, 4673, 4674, 4675, 4677, 5328, 5330, 5332, 5971, 5974
 - **Phase 2 Streetlight Pole Numbers:**
3887, 3889, 3891, 3931, 3933, 4403, 4405, 4670, 4672, 4676, 4678, 5327, 5329, 5330, 5332
- d. Jobsite preparation – Includes public notifications, covering appurtenances, vegetation clearance, removal of conflicting raised pavement markers, signage and thermoplastic pavement markings and guard rail (if necessary and to be replaced)
- e. Traffic control & Water Pollution Control.
- f. Removal of existing street light pole, foundation, and fixtures.
- g. Installation of new streetlight pole & Type 15 streetlight foundation.
 - New poles shall be reconnected as existing i.e., via overhead/underground feed.
 - Contractors shall install conduit from streetlight pole to pull box as per City Standards.

- No conduits are required between one pull box to other pull box for this project.

NOTE:

City has already submitted the Phase 1 and Phase 2 applications to PG&E for disconnecting and reconnecting the existing overhead/underground power. Once Construction Contract gets fully executed PG&E applications numbers will be provided to the Contractor(s) so that Contractor(s) may coordinate with PG&E for disconnect/reconnect.

City will start counting working days for Phase 1 after PG&E disconnects the overhead electrical power line. When Contractor finishes construction for Phase 1, workings days will be paused for PG&E to reconnect the power. As soon as, PG&E reconnects the overhead/underground electrical power line to Phase 1 streetlight poles, City will resume counting the working the days.

Similar process will be followed for counting working days for Phase 2.

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.

See following page

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.