

SPECIAL PROVISIONS

SECTION 1 PRECEDENCE OF CONTRACT DOCUMENTS

All work and materials shall conform to the following provisions, plans, and/or specifications in the priority sequence so indicated:

- a. Permits issued by jurisdictional regulatory agencies.
- b. Change Orders and Supplemental Agreements.
- c. Contract/Agreement.
- d. Addenda.
- e. Bid/Proposal.
- f. Special Provisions.
- g. Detail Plans (Project List as shown in Appendix B).
- h. Standard Plans.
 - 1. The San Diego Regional Standard Drawings, 2012 Edition, adopted by the El Cajon City Council by Resolution No. 023-14 on March 25, 2014, herein referred to as the "Regional Standard Drawings".
 - 2. California State Department of Transportation Standard Plans dated 2015.
- i. Standard Specifications.
 - 1. Those particular sections of the California State Department of Transportation Standard Specifications dated 2015 herein referred to as the "State Specifications".
 - 2. The Standard Specifications for Public Works Construction (Green Book), 2012 edition, with Regional Supplement Amendments, adopted by City Council Resolution No. 023-14 on March 25, 2014, herein referred to as the "Standard Specifications".
 - 3. The "California Manual on Uniform Traffic Control Devices for Streets and Highways, Part 6, Temporary Traffic Control", herein referred to as the "Traffic Control Manual."

SECTION 2 BEGINNING OF WORK AND TIME FOR COMPLETION

The Contractor shall begin work within ten (10) days after issuance of the Notice to Proceed, and shall diligently prosecute the same to completion before the expiration of twenty (20) working days after the date of the Notice to Proceed. Twenty (20) working days is the term of the Contract.

The day the Notice to Proceed is issued shall not be counted as a working day. By submitting a bid, the Contractor agrees that the term of this contract is the number of working days indicated in paragraph one above.

Prior to issuance of the Notice to Proceed, the Contractor is required to submit a PROPOSED PROJECT SCHEDULE indicating completion of the project by the end of the term of the contract. Where the schedule indicates completion before the end of the term of the contract, the Contractor shall also show the late completion schedule for each item. The late completion date of the project must coincide with the contract completion date. "Float" is the time between the early and late

completion date for any activity on the critical path. It belongs to both the Contractor and the City and may be used by either on a first-claimed basis. It is understood between the parties there will be no compensation due for delays, unless contract completion is delayed beyond the contractual completion date, (See Section 17 Claims herein regarding delay claims). The schedule, where applicable, shall follow the precedent of operations called for in the specifications or these Special Provisions. The schedule shall identify the controlling items of work that must be completed prior to another item being able to start. Schedules which do not meet these requirements shall be rejected and will delay the issuance of the Notice to Proceed. When a delay in submitting an acceptable Proposed Project Schedule prevents the Notice to Proceed from being issued within forty five (45) days after execution of the Contract, such a delay will be a basis for a finding of default. If the Contractor submits an acceptable proposed Project Schedule prior to the City's issuance of a Notice of Default, the City may, in its sole discretion, issue the Notice to Proceed.

During the first week following issuance of the Notice to Proceed, the Contractor shall submit a FINAL SCHEDULE in accordance with all requirements of the Proposed Project Schedule, indicating the calendar dates that each event on the critical path will be completed. On a monthly basis, on the payment cutoff date, the Contractor shall submit an update to the accepted Final Schedule, which accurately indicates progress to that date for each item on the critical path. No change to the accepted Final Schedule is permitted without the written consent of the City Engineer.

Periods of inclement weather which adversely affect prosecution of the work shall, with the approval of the City Engineer, **not be counted** in the total working days.

Periods when any stop work notice is in effect, due to the Contractor's failure to comply with any provisions of the contract, **shall be counted** in the total working days.

SECTION 3 MISCELLANEOUS

3.1 General

Attention is directed to Section 6 "Control of Materials", of the California State Department of Transportation State Specifications and these Special Provisions.

3.2 City Furnished Materials

Attention is directed to Section 6-2.03, "Department Furnished Materials", of the State Specifications and these Special Provisions.

- There are no City furnished materials on this project.

SECTION 4 DESCRIPTION OF WORK

The work to be done consists, in general, of:

Installation of new and removal of existing bus shelters, benches, and trash receptacles as shown in these specifications.

Such other items or details not mentioned above, that are required by the plans, Standard Specifications, or these Special Provisions, shall be performed, placed, constructed or installed.

All tools, materials, labor, and traffic control will be furnished by the Contractor to complete the installation of new and removal of existing bus shelters, benches, and trash receptacles and other work as may be necessary to render the above improvements complete and workable.

The items are to be constructed or furnished and installed in a complete and workmanlike manner,

in accordance with the Specifications and/or Special Provisions, all as listed in Appendix A and as directed by the Engineer.

The Contractor shall review the contract plans and Specifications and present Requests for Information (RFI), including requests for changes of condition, sufficiently in advance to avoid delays in the work.

RFIs submitted by the Contractor shall clearly indicate the information requested and the basis for the request in light of the plan and specification requirements or alleged lack thereof. Each RFI shall be numbered by the contractor and shall be accompanied by a priority list stating the requested order of response when there is more than one RFI currently under consideration. Failure to prioritize RFIs will be grounds for denying a delay claim.

Where provisions of the contract, detail plans, Special Provisions, Standard Plans, Standard Specifications, supplements or amendments clearly answer the question raised in an RFI, the City may deduct from the Contractor's payment the costs of lost time and material expense associated with answering the RFI.

SECTION 5 TESTING & SURVEYING

If applicable, the City of El Cajon shall pay for all tests that indicate the specifications have been met. All tests that indicate the specifications have not been met shall be paid for by the Contractor.

All surveying to lay out the work and set construction stakes will be performed by the City.

The second paragraph of Subsection 2-9.2 of the Standard Specifications is hereby deleted and changed to read: "The Contractor shall discuss his survey needs with the City Engineer far enough in advance to prevent delays on the project and to find out how long it will take to complete the needed survey services." Survey requests shall be made in writing.

SECTION 6 UTILITIES

Any modifications, construction, or installation affecting service or supply controlled by a utility owner must be made pursuant to the direction and under the control of the affected utility owner. The Contractor shall contact the respective utility owners for additional information concerning this matter.

Underground utilities may not be shown on the plans in their entirety. The Contractor shall be responsible for exposing, verifying locations both horizontal and vertical, and maintaining all existing underground utilities, shown or not shown on the plans, marked or not marked in the field, at the Contractor's expense, during construction. The Contractor shall make the necessary arrangements for their removal or relocations with the respective utility owners as may be required, sufficiently in advance to prevent a delay in the Contractor's operations, at the Contractor's expense.

The last sentence of the third paragraph of Section 5-2 of the Standard Specifications "When authorized by the Engineer, support or protection of the utility will be paid for as provided in Subsection 3-2.2.3 or 3-3." is hereby deleted, and no additional payment will be made therefor. Also, if an unavoidable utility caused delay beyond control of the Contractor does occur after the Contractor provided sufficient notice, in the Engineer's judgment, to the Utility owner, the Contractor will be entitled to an extension of time in accordance with Section 6-6 of the Standard Specifications.

However, no additional payment will be made for such delay, and the Contractor will be required to provide the Engineer with written documentation of the dates of notice to the utility owner and beginning and end of the delay, prior to approval of an extension of time.

Section 7-1 of the Standard Specifications is supplemented by the following:

"The contractor shall be solely responsible for locating items which if contacted would damage his equipment and shall be responsible for all costs of repair to damaged equipment."

SECTION 7 LAWS TO BE OBSERVED

Contractor's attention is directed to Section 7-13, "Laws to be Observed", of the Standard Specifications. Contractor shall comply with Chapter 9.72, "Littering Ordinance", and Chapter 13.10, "Stormwater Management and Discharge Control", of the Municipal Code of the City of El Cajon, and including Chapter 13.10.030, as amended.

SECTION 8 CONSTRUCTION DETAILS

8.1 Mobilization

Mobilization shall include the preparatory work that must be performed or costs incurred before starting work on the various items of the project site (Public Contracts Code § 10104); including activities and associated costs for transportation of Contractor's personnel, equipment, and operating supplies to the site.

Order of work shall conform to the provisions in Section 5, "Control of Work", of the State Specifications and these Special Provisions.

No work above ground shall be performed on the project until the Contractor has received all required materials, unless otherwise permitted by the City Engineer.

Full compensation for mobilization as specified includes all work involved, including but not limited to the following principal items: mobilizing labor force; obtaining bonds; moving equipment and temporary construction facilities onto site; pre-construction meetings, proper cleaning and clearance of the site to return it to its original condition; removal of all Contractor equipment, supplies, and labor force; warranty provisions; payments for bonds, and obtaining insurance, and for related items of work not otherwise provided for necessary to complete the work as shown on the plans, as specified herein, shall be considered the contract unit prices paid for the various items of work with related improvements and no additional allowance will be made therefor.

8.2 Temporary Traffic Control

Attention is directed to Sections 7-10, "Public Convenience and Safety", and sub-section 7-10.2, "Work Area Traffic Control", of the Standard Specifications and to the Section entitled "Public Safety" elsewhere in the Standard Specifications and these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from his responsibility in said Section 7-10.

The Contractor shall take all necessary measures to maintain the portion of the streets left open to traffic, to keep street smooth and usable during construction and to avoid excessive dust or any unnecessary inconvenience to the public.

Working Hours are from 8:30 a.m. to 3:30 p.m. Access shall be provided at all times for businesses in the affected areas. The Contractor shall be responsible for the maintenance of necessary barricades, signs, etc. at all times, including Saturdays, Sundays, and Holidays.

At all times, not less than one 12-foot minimum width traffic lane shall be provided in each direction on all streets for public traffic.

The Contractor shall notify the Engineer of his intent to begin work at least two (2) days before the work is begun. When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic. The Contractor is

responsible for providing and maintaining proper traffic delineation during the life of the contract or until the completion of the traffic striping. Personal vehicles of the Contractor's employees shall not be parked on the traveled way at any time, including any section closed to public traffic.

Posting No Parking - Where a parking prohibition is required to complete the work, the Contractor shall post signs 48 hours in advance of scheduled construction. The signs shall indicate the days (Mon., Tues., Wed., etc.) when work will be underway and enforcement will be requested. The signs must indicate the time when parking will be prohibited, (e.g. 8:30 a.m. to 3:30 p.m.). Time shall not be during hours when work is prohibited by other provisions of these specifications. The signs shall further indicate that enforcement may result in towing. The signs shall be posted at intervals along the street of not more than one every fifty (50)-feet, and at a position at the edge of pavement or immediately behind the curb. Additional signs shall be installed when required by the City Engineer to assure adequacy of the notice.

The Contractor shall submit a traffic control plan at least five working days prior to the start of construction. This plan shall include all necessary traffic control devices and shall be approved in writing by the City Engineer prior to commencing work. The use of applicable Regional Standard Drawings is acceptable for submittal.

Upon posting 'No Parking', the Contractor shall advise the City Engineer who must inspect and certify that posting was completed in accordance with these specifications. Said certification must be at least forty-eight (48) hours prior to required enforcement.

To request towing, the Contractor may contact the El Cajon Police Department's Traffic Division (619) 579-3356. Towing will not normally be performed before 7:00 a.m. or after 4:00 p.m. If towing outside these hours is required, it shall be by prior arrangement with the Police Department Traffic Division Commander and subject to availability of officers.

Following posting 'No Parking', the Contractor shall maintain the signs no less than twice per day and additionally as directed by the Engineer to assure maintenance of the notice. The Contractor shall make every effort to schedule work so that any posted "No Parking" zone will be used on the days posted. In the event the Contractor is unable to maintain the planned schedule, the days posted (Mon., Tues., etc.) shall be revised in advance to reduce the impact of the parking restrictions for days when no work will be done. If additional days are added, the Contractor shall again notify the City Engineer who will re-certify the posting.

The provisions of this Section may be modified or altered, if, in the opinion of the City Engineer, public traffic will be better served and work expedited. Any proposed modifications shall be approved in writing by the City Engineer.

Full compensation for all work involved in traffic control, the traffic control plan, Public notification, the furnishing, installation and removal of temporary barricades, construction signs, warning signs, sequential arrow boards, or any device for the temporary control of traffic or safety of the workers, including flaggers, and other requirements of adjacent public agencies affected, and shall be paid at the prices bid and no additional allowance will be made therefor.

8.3 Protection and Restoration of Existing Improvements

Protection and restoration of existing improvements shall be in accordance with Section 7-9 of the Standard Specifications. Private and public facilities and structures removed in conflict with construction shall be replaced in kind.

Improvements such as sidewalks, curbs, gutters, Portland cement concrete and asphalt concrete pavements, underlying material, lawns and plants and any other improvements removed, broken or damaged by the Contractor's operations, shall be replaced or reconstructed with the same kind of material as found on the work or with materials of equal quality. The new work shall be left in

a serviceable condition.

Whenever part of a square or slab of existing concrete sidewalk, curb, gutter or driveway is broken or damaged, the entire square, section or slab shall be removed and the concrete reconstructed as specified above.

Full compensation for protection and restoration of existing improvements as specified includes furnishing all labor, materials, tools, and equipment involved in protection and restoration of existing improvements, including asphalt concrete and Class 2 aggregate base for pavement restoration, shall be considered as included in the contract prices paid for the various items of work with related improvements and no additional allowance will be made therefor.

8.4 Bus Shelter, Bus Benches, and Trash Receptacles

Domed roof bus shelter dimensions: 13 foot long x 2 foot wide end frame panels, with a 5 foot wide roof. Lighting is not required for the bus shelter. Trash receptacles shall be 30 gallon pedestal mounted and constructed of perforated metal. Bus benches shall be constructed of perforated metal (with no back); six (6) feet in length with anti-vagrant bars. Bus benches shall be mounted off-set to provide room for wheel chair access within the shelter as directed by the Engineer.

Presently, the City uses bus shelters, bus benches, and trash receptacles manufactured by Tolar Manufacturing Company and/or by All Purpose Manufacturing, Inc. The City will accept products from these manufacturers or an approved equal.

All fixtures shall be furnished in "Moss Green" color. Shelters shall be provided with an "El Cajon" logo on each end. A camera ready logo will be provided by the City, if necessary.

Full compensation for furnishing all labor, material, tools and equipment and all work involved in furnishing and installing these items shall be considered as included in the price paid per unit and no additional allowance will be made therefore.

8.5 Remove and Dispose of Existing Bus Shelter, Bus Benches, and Trash Receptacles

Removal and disposing of existing bus benches shall consist of carefully removing and disposing these items as shown on the plans.

Full compensation for furnishing all labor, material, tools and equipment and all work involved in the removal and disposing of these items shall be considered as included in the price paid per unit and no additional allowance will be made therefore.

8.6 Submittals

The following submittals are due at the required time as set forth in these specifications. Submittals shall be submitted, in triplicate, to the City's designated individual at the required time:

1. Denotes ten (10)-work days prior to the issuance of the notice to proceed
2. Denotes five (5)-work days prior to the issuance of the notice to proceed
3. Denotes within five (5)-work days of issuance of the notice to proceed

Denotes prior to the commencement of work

Submittal Description		Specification Section	Date Due
1	Preliminary Project Schedule	Special Provisions-Section 2	2
2	Final Project Schedule	Special Provisions-Section 2	3
3	Water Pollution Control Plan (WPCP)	Special Conditions-Section 6B & Special Provisions-Section 8	1
4	Waste Hauling: Licensed Disposal Facility	Special Conditions-Section 12	2
5	Employment Records (List of all employees with labor classification wage and benefit statement)	Special Provisions-Section 12	2
6	Equipment Rental Rates	Special Provisions-Section 13	2
7	Traffic Control Plan	Special Provisions-Section 9.2	2
8	Bus Shelter, Bus Bench, and Trash Receptacle shop drawings	Special Provisions-Section 9.4	1

SECTION 9 MATERIALS CERTIFICATIONS

The Contractor shall submit manufacturer's data to demonstrate that the materials used for this work meets or exceeds the specifications stated herein. The contractor shall provide submittals pursuant to Section 2-5.3 of the Standard Specifications. Submittals are required for all materials required for the completion of this project.

When specified, materials incorporated into this project will require a Certificate of Compliance. Contractor to submit a Certificate of Compliance: (1) Before the materials is incorporated into the work, (2) For each lot of the material, which should be identified on the certificate, and (3) Signed by the producer of the material and stating that the materials complies with the contract.

SECTION 10 SUBSTITUTIONS

When items or classes of materials, articles or processes are specified by trade name or by manufacturer, with or without words "or approved equal", only such items shall be used unless the City Engineer's approval is secured in writing for substitution. Where several manufacturers are named, the Contractor has the option of furnishing approved products of only the named manufacturers unless the City Engineer's approval is secured in writing for a substitution. If the Contractor desires to substitute products or manufacturers for those specified, the Contractor shall apply in writing, on the same day of bid opening for such permission. The request shall state the amount of credit to be extended to the City if the substitute material or manufacturer is accepted. The request shall include complete manufacturer's catalogs, brochures, drawings, samples, certified copies of test reports, and other descriptive data to substantiate the claim of equality. The City Engineer will review the data within a reasonable time, and will accept or reject the substitution at the sole discretion of the City Engineer, prior to award of the contract. If the substitute item is rejected by the City Engineer, the original item specified shall be provided by the contractor at the price bid in the bidder's proposal and the contract will be awarded accordingly, with no additional payment therefor.

SECTION 11 EMPLOYMENT RECORDS

The Contractor is to furnish certified payrolls for all labor on a weekly basis to the Engineer indicating payment of the California General Prevailing Wage Rates for each craft, as per Article 16 of the General Conditions. The cost of compliance with these regulations shall be considered included in the contract prices paid for the various items of work and no additional payment will be allowed therefore.

A deduction of 10% of the amount due on each payment (not to exceed \$10,000.00 per payment) will be withheld where records do not clearly indicate payment of said prevailing wages. Said deduction is refundable on satisfactory evidence of compliance.

SECTION 12 EXTRA WORK

Payment for extra work shall be in accordance with Section 3-3, Extra Work, of the Standard Specifications, except that the rates to be used in determining tool and equipment rental costs shall not exceed rates listed for such equipment in the State of California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates" in effect on the date the work is accomplished, regardless of ownership and any rental or other agreement entered into by the Contractor. If equipment not listed in the publication is used, a suitable rental rate for such equipment will be established by the Engineer. The contractor may furnish any cost data which might assist the Engineer to establish such rental rate.

SECTION 13 MEASUREMENT AND PAYMENT

All measurement and payment will be made in accordance with Section 9 of the Standard Specifications. Work shown on the plans or included by these specifications but not covered by bid items shall be considered included in the various items of work and no additional payment will be made therefor.

The payment cutoff date shall be the date through which payment for work completed is calculated for the purpose of progress payments. It shall normally be the fifteenth of the month and shall be modified only upon a written request of the Contractor, at the discretion of the City Engineer. Monthly progress payments will not be due or paid until the City Engineer receives the required monthly schedule update from the Contractor which accurately reflects the As-Built Schedule.

The City is authorized to deduct from any payment the amounts permitted in the contract and the costs borne by the City that are to be paid by the Contractor.

SECTION 14 FINAL COMPLETION

Final completion shall conform to Section 6-8 ("Completion, Acceptance and Warranty") of the Standard Specifications. Final completion will not be considered until all punch list work is completed. Liquidated damages, if applicable, will continue to accrue until that date. For repair work required under guarantee provisions of the Standard Specifications, Section 6-8, the Contractor shall continue to be bound by all provisions of the contract, except for liquidated damages and shall continue to maintain or reinstate insurance, until all work, no matter how minor, is completed.