LETTER OF CLARIFICATION NO. 2

THORNTON ROAD WIDENING PROJECT
PROJECT NO. PW1428

TO ALL PROSPECTIVE BIDDERS

DATE: May 19, 2016

Letter of Clarification No. 2 for the above project consists of the following:

1. This acknowledgment form (see important notice at the end of this document).

2. Bidder questions submittal due date has been established as 5:00 PM, Friday, May 20, 2016.

SPECIAL PROVISIONS:

3. Page SP-76, Section 10-1.01, “Order of Work”:

Attention is directed to the Streambed Alteration Agreement Notification No. 1600-2016-0032-R2, which the Contractor shall be required to adhere to. Full compensation for conforming to such requirements shall be considered as included in the contract price for the various items of work and no additional compensation will be allowed therefor.

4. Page SP-77, Section 10-1.01, “Order of Work”:

MODIFY the first paragraph on Page 77 to read:

Prior to the start of construction, the Contractor shall verify the location and depth of all existing utilities and underground facilities within the project limits. Existing utilities in potential conflict with proposed storm drain and sewer improvements must be physically verified with potholing as first item of work. The Contractor shall notify the Engineer of any discrepancies between the conditions in the field and the plans and plan details. Special attention is directed to work conducted on Little Bear Creek culvert.

5. Page SP-93, Section 10-1.05, “Obstructions”: 
CHANGE the last sentence of the third paragraph to read:

Compensation for required potholing shall be considered to be included in the various items of work and no additional compensation will be allowed therefor *(except as allowed by Special Provision Section 10-1.69 “Potholing”)*.

6. Page SP-95, Section 10-1.05, “Obstructions”:

ADD the following to the end of this section:

<table>
<thead>
<tr>
<th>Utility</th>
<th>Location</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>AT&amp;T</td>
<td>At vault and cabinet locations in conflict with curb, gutter, sidewalk and street improvements</td>
<td>April 30, 2017</td>
</tr>
<tr>
<td>PG&amp;E (gas or electric)</td>
<td>At vault locations in conflict with curb and gutter and sidewalk</td>
<td>December 30, 2016</td>
</tr>
<tr>
<td>Comcast</td>
<td>At vault/above ground enclosure locations in conflict with curb, and gutter and sidewalk</td>
<td>October 31, 2016</td>
</tr>
</tbody>
</table>

7. Page SP-114, Section 10-1.18 “Earthwork”:

DELETE the 4th paragraph addressing slurry concrete backfill.

8. Page SP-114, Section 10-1.18 “Earthwork”:

CHANGE the 5th paragraph to read:

Surplus excavated material not designated as hazardous waste as per Special Provision Section 5-1.32 shall become the property of the Contractor and shall be disposed of in conformance with all Federal, State, and Local regulations.

9. Page SP-126, Section 10-1.28 “Concrete Curbs, Gutters, and Sidewalks”:

CHANGE the last paragraph to read:
Full compensation for conformance with this provision shall be considered as included in the contract unit prices paid for **PCC Curb and Gutter**, **Median Curb**, 6” **PCC Sidewalk** various types of **Disability Ramps (Special and Mid Block)**, and **PCC Driveway** shall include the furnishing of all labor, materials, tools, equipment, and incidentals for **excavation, placement and compaction of aggregate base, reset of water meter boxes within the sidewalk to grade, reset of signal and streetlight boxes within the sidewalk to grade**, forming and placing PCC concrete curb, gutters, sidewalks, detectable warnings, and median curbs as shown on the plans, as specified in the Standard Specifications and these special provisions and as directed by the Engineer and no additional compensation will be allowed therefore.

10. Page SP-126, Section 10-1.28 “Concrete Curbs, Gutters, and Sidewalks”:

**ADD** the following paragraph:

Payment limits for PCC disability ramps shall be bounded by the grade break separating the sidewalk and the top of the wings/ramp and shall include wings, ramp, truncated domes, retaining curb (if placed) and curb and gutter adjacent to ramps and wings. Payment limits for driveways shall be bounded by the grade break separating the sidewalk and the top of the wings/ramp and shall include wings, apron, retaining curb (if placed) and curb and gutter adjacent to ramps and apron.

11. Page SP-129, Section 10-1.29 “Miscellaneous Concrete Structures”:

**REPLACE** the last paragraph with the following:

The contract price paid for Little Bear Creek Culvert Extension shall include, but not be limited to, all labor, equipment, materials and all incidentals necessary to remove the existing walls, cable fence, and pipe fence, construct the culvert extension and walls, concrete barrier (Type 26) and tubular safety rail. Work shall include, but not be limited to saw cutting full depth, removal and offsite disposal of composite materials, dewatering (if necessary), excavation and grading, preparation and compaction of subgrade, base materials, concrete, reinforcement, and incidentals as necessary to accommodate the lines and grades shown on the plans, as specified in the standard specifications and these special provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.

The contract price paid for Pedestrian Ramp at Sta 82+00 shall include, but not be limited to, all labor, equipment, materials and all incidentals
necessary to construct the sidewalk, retaining walls, and handrail for the pedestrian ramp at 82+00. Work shall include, but not be limited to saw cutting full depth, removal and offsite disposal of composite materials, regrading, preparation and compaction of subgrade, base materials, concrete, reinforcement, handrail and incidentals as necessary to accommodate the lines and grades shown on the plans, as specified in the standard specifications and these special provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.

12. Page SP-130, Section 10-1.31 “Stamped Concrete”:

   **CHANGE** the 1st sentence in the 3rd paragraph to read:

   The color for the Stamped Concrete **shall be “Brick Red” and** shall closely conform to the City approved **colors**. The contractor shall submit a submittal for City approval prior to use.

13. Pages SP-135, Section 10-1.40 “Remove Fence and Relocate Fences”:

   **REPLACE** Section 10-1.40 in its entirety with:

   10-1.40 Remove Fence and Replace Fences

   Removal and Replace of Fences shall conform to the provisions in Section 80, "Fences," of the Caltrans Standard Specifications and these special provisions. All concrete used in constructing these items shall contain not less than 590 pounds of cementitious material per cubic yard.

   Existing chain link, metal and wood fences, at those locations shown on the plans to be removed, relocated or disposed of in a proper manner as directed by the Engineer.

   During the removal of fences of various types at various locations as shown in the plans, the Contractor shall not damage surrounding city or private owned features or any existing structure. If, in the opinion of the Engineer, city or private owned features or any existing structure is damaged by the Contractor’s operations the Contractor shall repair or replace the damage portion to the satisfaction of the Engineer. The corrective repairs shall be at the Contractor’s own expense.

   All post holes on the existing structure shall be grouted with a non shrink grout.
PAYMENT

The contract price paid per lineal foot for **Remove Fences** and **Replace Fences** shall including the disposal of unusable fence or fence materials and the relocation, replacement fence materials as necessary for reinstallation of the fence, grouting or concreting post holes necessary for installing replaced fences or abandoning removed fences and no additional compensation will be allowed therefor.

14. Page SP-136, Section 10-1.41 “Remove and Relocate Gate”:

**REPLACE** Section 10-1.41 in its entirety with:

**10-1.41 Remove and Replace Gate**

Removal and Replacement of Gates shall conform to the provisions in Section 80, "Type BW and WM Fence," of the Caltrans Standard Specifications and these special provisions.

All gates of various types shall conform to the provisions in Section 80, "Fences," of the Caltrans Standard Specifications and these special provisions. Gates shall be installed in existing fences or barriers at the locations shown on the plans. Gate installations shall be complete with gate post, latch post, concrete footings, braces, truss rods, and hardware. Gate and latch posts shall be braced to the next existing line post as shown on the plans.

At each gate location, an existing line post shall be removed and the new gate installed so it is centered on the post hole of the removed post. Holes resulting from the removal of line posts shall be backfilled.

Gate mounting and latching hardware shall not contain open-end slots for the fastening bolts.

All concrete used in constructing these items shall contain not less than 590 pounds of cementitious material per cubic yard.

Openings made in existing fences for installation of gates shall be closed during the working day in which the openings are made and when work is
not in progress. Temporary closures shall be made with the existing fence fabric or material with additional 1.83-m chain link fabric as directed by the Engineer.

Full compensation for making the openings in existing fences, for temporary closing of the openings (including furnishing additional fence fabric or material (if necessary), and for new posts, footings, hardware, braces, and truss rods shall be considered as included in the contract unit price paid for the type of Remove and Relocate Gate designated in the Engineer's estimate and no additional compensation will be allowed therefor.

PAYMENT
The contract price paid for **Remove and Replace Gate** shall include all material, labor and incidentals involved in the disposal of gate materials, the provision of all gate materials and the grouting or concreting post holes necessary for installing the removed or replaced gates and no additional compensation will be allowed therefor.

15. Page SP-138, Section 10-1.45 “Remove Drainage Structures and Drainage Pipes”:

**CHANGE** the 2\textsuperscript{nd} sentence in the 3\textsuperscript{rd} paragraph to read:

Where the removed structure is within the limits of the roadway (**existing**), the top **13”** shall be paved with asphalt concrete in accordance with Section 39, “Asphalt Concrete” of the Caltrans Standard Specifications and these special provisions, except that all costs associated with paving with asphalt concrete shall be considered as included in the contract price paid for removing the structure **and pipes**.

16. Page SP-146, Section 10-1.55 “12”x12” Yard Drain”:

**REPLACE** Section 10-1.55 in its entirety with:

10-1.55 **Yard Drain**

Yard Drains shall be installed at locations shown on the plans and in conformance with the details shown on the plans and in conformance with these special provisions.
Yard drains shall consist of a 12” diameter Class III RCP set a 6” minimum thickness concrete base. The concrete base shall have minimum cementitious content of 590 pounds per cubic yard and conform to the provisions in Section 90, "Portland Cement Concrete," of the Caltrans Standard Specifications. Precast inlets may be used with the approval of the Engineer.

Frame and grate shall be Neenah Drainage Grate R-4380, R-4385, D&L C-1012 or approved equal. Frames and grates shall conform to the following unless otherwise shown on the plans. Frame and grates shall conform to the requirements of ASTM A-553 with chain and black finish. All exposed steel shall be coated with 2 coats of coal tar pitch heated to a minimum of 180°F or galvanized.

**PAYMENT**

The contract unit price paid for **Yard Drain** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in furnishing and placing, complete in place, including connecting to existing pipes, excavation and backfill, frame and grate, dowels and concrete as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.

17. Page SP-153, Section 10-1. GENERAL:

ADD additional specification language as shown in the attachment.

**IMPROVEMENT PLANS:**

18. Modification to the IMPROVEMENT PLANS Sheet 3 “Typical Cross Sections,” are hereby incorporated below and shall be reviewed and considered by bidders:

- Modify Typical Section “29+85 to 41+21” to read “29+85 to 35+55”
- Modify Typical Section “42+22 to 51+83” to read “35+55 to 51+83”

19. Modification to the IMPROVEMENT PLANS Sheet 4 “Typical Cross Sections,” are hereby incorporated below and shall be reviewed and considered by bidders:

- Modify Typical Section “Mosher Creek Culvert” to delete sidewalk, concrete barrier, and tubular safety rail work.
20. Modification to the IMPROVEMENT PLANS Sheets 6 through 23 “Plan and Profile,” are hereby incorporated below and shall be reviewed and considered by bidders:

- All conform grinds in the Base Bid are removed from the project with the exception of the conform grind at the new frontage cul-de-sac on Sheet 10.

21. Modification to the IMPROVEMENT PLANS Sheet 14 “Plan and Profile,” are hereby incorporated below and shall be reviewed and considered by bidders:

- Delete callout [1] indicating curb ramp is to be installed at the northwest corner of Wagner Heights Rd. and Thornton Rd.

22. Modification to the IMPROVEMENT PLANS Sheet 16 “Plan and Profile,” are hereby incorporated below and shall be reviewed and considered by bidders:

- Modify callout for SS from 72+54.20, 53.004 Rt. to 72+71.21, 45.44 Lt. to correct pipe size from 6” to 8”.

23. Modification to the IMPROVEMENT PLANS Sheet 62 “Construction Details,” are hereby incorporated below and shall be reviewed and considered by bidders:

- Add note 16 – Roadway pavement (cul-de-sac) 0.25’ AC over 0.5’ AB.

24. Modification to the IMPROVEMENT PLANS Sheet 70 “Drainage Sections, Profiles, and Details,” are hereby incorporated below and shall be reviewed and considered by bidders:

- Delete PCC collars at the existing manhole at Sta 76+20.

25. Modification to the IMPROVEMENT PLANS Sheet 77 “Utility Plan,” are hereby incorporated below and shall be reviewed and considered by bidders:

- Delete callout [4] indicating fire hydrant is to be installed at Sta 93+90 Rt.

26. Modification to the IMPROVEMENT PLANS Sheet 78 “Stage 1 Construction Plan,” are hereby incorporated below and shall be reviewed and considered by bidders:

- Procedure Stage 1 Construction Note (1) shall be changed to read: (1) Widen Southbound Thornton Road.

- Delete Stage 2 Construction Note (3) referencing maintenance of access. Contractors are referred to Special Provisions Section 10-1.08.
27. Modification to the IMPROVEMENT PLANS Sheet 84 “Stage 2 Construction Plan,” are hereby incorporated below and shall be reviewed and considered by bidders:

- Procedure Stage 2 Construction Note (1) shall be changed to read:
  (1) Widen Northbound Thornton Road.

- Delete Stage 1 Construction Note (3) referencing maintenance of access. Contractors are referred to Special Provisions Section 10-1.08.

28. Modification to the IMPROVEMENT PLANS Sheet 90 “Stage 3 Construction Plan,” are hereby incorporated below and shall be reviewed and considered by bidders:

- Notes – Stage 3 Construction shall be appended with:

  (3) Contractor to submit Traffic Control for microsurfacing and paving operations, including pavement reconstruction from Mosher bridge to 96+00. Traffic control for reconstruction shall conform with Special Provisions Section 10-1.08.

BID FORMS:

29. Replace current Bidding Schedule with attached revised Bidding Schedule. The following changes were made:

<table>
<thead>
<tr>
<th>Item #</th>
<th>Work Description</th>
<th>Modification</th>
</tr>
</thead>
<tbody>
<tr>
<td>BASE BID</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Relocate Backflow Prevention Assembly</td>
<td>Quantity Change</td>
</tr>
<tr>
<td>18</td>
<td>Remove Concrete Curb-(F)</td>
<td>Removed (F)</td>
</tr>
<tr>
<td>19</td>
<td>Remove Concrete Curb and Gutter-(F)</td>
<td>Removed (F)</td>
</tr>
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<td>20</td>
<td>Remove PCC Sidewalk-(F)</td>
<td>Removed (F)</td>
</tr>
<tr>
<td>21</td>
<td>Remove Concrete Driveway-(F)</td>
<td>Removed (F)</td>
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<tr>
<td>24</td>
<td>Cold Plane Asphalt Concrete</td>
<td>Quantity Change</td>
</tr>
<tr>
<td>25</td>
<td>Aggregate Base Class 2</td>
<td>Quantity Change</td>
</tr>
<tr>
<td>26</td>
<td>Asphalt Concrete Paving Type A - (%&quot; nominal (NMAS) maximum, medium)</td>
<td>Quantity Change</td>
</tr>
<tr>
<td>27</td>
<td>Place 3&quot; Asphalt Concrete (Miscellaneous Areas) - (%&quot; nominal NMAS\ maximum medium)</td>
<td>Rename, Quantity Change</td>
</tr>
<tr>
<td>28</td>
<td>Type 3 Microsurfacing</td>
<td>Quantity Change</td>
</tr>
<tr>
<td>30</td>
<td>Median Curb</td>
<td>Quantity Change</td>
</tr>
<tr>
<td>31</td>
<td>6&quot; PCC Sidewalk</td>
<td>Quantity Change</td>
</tr>
<tr>
<td>32</td>
<td>Disability Ramps (Special Ramp)</td>
<td>Quantity Change</td>
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<td>33</td>
<td>Disability Ramps (Mid Block Ramp)</td>
<td>Quantity Change</td>
</tr>
<tr>
<td>34</td>
<td>Residential Driveway</td>
<td>Quantity Change</td>
</tr>
<tr>
<td>35</td>
<td>Commercial Driveway</td>
<td>Quantity Change</td>
</tr>
<tr>
<td>36</td>
<td>Remove 4’ Chain Link Fence</td>
<td>Quantity Change</td>
</tr>
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<td>Item #</td>
<td>Work Description</td>
<td>Modification</td>
</tr>
<tr>
<td>-------</td>
<td>----------------------------------------------------------</td>
<td>-------------------------</td>
</tr>
<tr>
<td>37</td>
<td>Remove and Replace 6' Wooden Fence</td>
<td>Quantity Change</td>
</tr>
<tr>
<td>38</td>
<td>Remove and Replace 8' Wooden Fence</td>
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<tr>
<td>39</td>
<td>Remove and Replace 6' Chain Link Fence</td>
<td>Quantity Change</td>
</tr>
<tr>
<td>40</td>
<td>Remove and Relocate Manual Chain Link Gate</td>
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</tr>
<tr>
<td>41</td>
<td>Remove and Replace Chain Link Swing Gate</td>
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</tr>
<tr>
<td>42</td>
<td>Emergency Access Gate</td>
<td>Quantity Change</td>
</tr>
<tr>
<td>43</td>
<td>Remove and Replace Metal Bar Fence</td>
<td>Rename</td>
</tr>
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<td>44</td>
<td>Remove and Replace 4' Chain Link Fence</td>
<td>Quantity Change</td>
</tr>
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<td>45</td>
<td>Remove and Replace 4' Wrought Iron Fence</td>
<td>Quantity Change</td>
</tr>
<tr>
<td>46</td>
<td>Remove and Replace 6' Wrought Iron Fence</td>
<td>Quantity Change</td>
</tr>
<tr>
<td>47</td>
<td>Remove Brick Column and Single Chain Fence</td>
<td>Quantity Change</td>
</tr>
<tr>
<td>48</td>
<td>Remove and Relocate Lamppost with Electrical</td>
<td>Quantity Change</td>
</tr>
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<td>49</td>
<td>Install New 6' Chainlink Fence</td>
<td>Rename, Quantity Change</td>
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<tr>
<td>50</td>
<td>Pedestrian Ramp at Sta 82+00 Rt.</td>
<td>Rename</td>
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<tr>
<td>51</td>
<td>Concrete Barrier (Type 26)</td>
<td>Quantity Change</td>
</tr>
<tr>
<td>52</td>
<td>Sound Wall (8' High)</td>
<td>Quantity Change</td>
</tr>
<tr>
<td>53</td>
<td>Install Type XA1 Curb Wall</td>
<td>Rename</td>
</tr>
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<td>54</td>
<td>Install Keystone Wall</td>
<td>Quantity Change</td>
</tr>
<tr>
<td>55</td>
<td>Tubular Safety Railing</td>
<td>Quantity Change</td>
</tr>
<tr>
<td>56</td>
<td>Reconstruct P.C.C. Parking Lot (6&quot;PCC/4&quot; AB)</td>
<td>Rename</td>
</tr>
<tr>
<td>57</td>
<td>Reconstruct Asphalt Concrete Parking Lot (2&quot; AC/6&quot; AB)</td>
<td>Rename</td>
</tr>
<tr>
<td>58</td>
<td>Install Miscellaneous Concrete (6&quot;PCC/4&quot; AB)</td>
<td>Rename</td>
</tr>
<tr>
<td>59</td>
<td>Relocate Large Commercial Sign</td>
<td>Deleted</td>
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<tr>
<td>60</td>
<td>Remove Storm Drain Structures</td>
<td>Quantity Change</td>
</tr>
<tr>
<td>61</td>
<td>Remove Storm Drain Pipe</td>
<td>Quantity Change</td>
</tr>
<tr>
<td>62</td>
<td>Abandon Storm Drain Pipe</td>
<td>Quantity Change</td>
</tr>
<tr>
<td>63</td>
<td>Relocate Metered Water Service</td>
<td>Quantity Change</td>
</tr>
<tr>
<td>64</td>
<td>Adjust SS or SD or Telecommunications Manhole to Finished Grade</td>
<td>Rename</td>
</tr>
<tr>
<td>65</td>
<td>12&quot; x 12&quot; Yard Drain</td>
<td>Rename</td>
</tr>
<tr>
<td>66</td>
<td>Paint Permanent Parking Lot Striping (Per Property)</td>
<td>Rename</td>
</tr>
<tr>
<td>67</td>
<td>Parking Stoppers</td>
<td>Quantity Change</td>
</tr>
<tr>
<td>68</td>
<td>Relocate Commercial Sign at 41+30 Lt.</td>
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<tr>
<td>69</td>
<td>Relocate Commercial Sign at 63+90 Lt.</td>
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<td>70</td>
<td>Relocate Commercial Sign at 65+75 Lt.</td>
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<tr>
<td>71</td>
<td>Relocate Commercial Sign at 71+00 Lt.</td>
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<tr>
<td>72</td>
<td>Relocate Commercial Sign at 72+50 Lt.</td>
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<td>Relocate Commercial Sign at 84+60 Lt.</td>
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<td>Relocate Commercial Sign at 85+20 Lt.</td>
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<td>75</td>
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<td>76</td>
<td>Relocate Commercial Sign at 88+50 Lt.</td>
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<td>Install New 6'x24' Chain Link Double Swing Gate</td>
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<td>Remove 5 Strand Barb Wire Fence</td>
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<td>124</td>
<td>Remove 6' Chain Link Fence</td>
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<td>125</td>
<td>Remove 6' Wooden Fence</td>
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<td>126</td>
<td>Remove Chain Link Sliding Gate</td>
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<tr>
<td>127</td>
<td>Remove and Replace 2 Rail Wooden Fence</td>
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<tr>
<td>128</td>
<td>Remove and Replace 4' Wrought Iron Fence with 6&quot; PCC Landscape Header</td>
<td>New</td>
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<td>129</td>
<td>Remove and Replace 4'x14&quot; Chain Link Double Swing Gate</td>
<td>New</td>
</tr>
<tr>
<td>130</td>
<td>Remove and Replace 4'x18&quot; Chain Link Double Swing Gate</td>
<td>New</td>
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<tr>
<td>131</td>
<td>Remove and Replace 6&quot; Chain Link Single Ped Swing Gate</td>
<td>New</td>
</tr>
<tr>
<td>132</td>
<td>Remove and Replace 6&quot; Chain Link Double Ped Swing Gate</td>
<td>New</td>
</tr>
<tr>
<td>133</td>
<td>Median Curb (on Ex. Pavement)</td>
<td>New</td>
</tr>
<tr>
<td>134</td>
<td>Emergency Access Driveway</td>
<td>New</td>
</tr>
<tr>
<td>135</td>
<td>Type 1 Manhole - Sanitary Sewer</td>
<td>New</td>
</tr>
<tr>
<td>136</td>
<td>Pothole Utility (Storm Drain &amp; Sewer)</td>
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</tr>
<tr>
<td>137</td>
<td>Planting and Irrigation</td>
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<tr>
<td>138</td>
<td>Plant Establishment and Maintenance</td>
<td>New</td>
</tr>
</tbody>
</table>

**ALTERNATE A**

9. Roadway Excavation Quantity Change
11. Cold Plane Existing Asphalt Quantity Change
14. Place: Asphalt-Concrete-(Miscellaneous-Areas) - (½"-nominal-NMAS, maximum-medium) Deleted
16. 6" PCC Sidewalk Quantity Change
18. Residential Driveway Quantity Change
19. Remove 6' Chain Link Fence Rename, Quantity Change
23. Remove Storm Drain Structures Quantity Change

27. Relocate Telecommunications-Box Deleted
29. Type 2 Curb Inlet Quantity Change
18. Sound Wall (8' High) New
38. Remove 8' Wooden Fence New
39. Commercial Driveway New

**QUESTIONS & ANSWERS**

30. Please review all Questions and Answers for this project.

"Bids not presented on the revised bid forms shall be cause for considering the bid as non-responsive."

[Signature]

GORDON A. MACKAY, DIRECTOR
PUBLIC WORKS DEPARTMENT

GAM:EA:WJ:JW:an
NOTICE: THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SO INCLUDE OR ACKNOWLEDGE A CLARIFICATION MAY RESULT IN THE BID BEING REJECTED AS NOT RESPONSIVE.

CONTRACTOR: ____________________________________________________

BIDDER SIGNATURE: _____________________________________________

DATE: ___________________________________________________________
10-1.62 **Micro-surfacing**

Micro-surfacing shall consist of cleaning existing asphalt concrete pavement; mixing a polymer modified, cationic micro-surfacing emulsion (MSE), water and additives, mineral filler, and aggregate and spreading the mixture on a pavement surface as shown on the plans, as specified in these Special Provisions, and as directed by the Engineer.

**MATERIALS**

The materials for micro-surfacing shall conform to the following requirements:

**Micro-surfacing Emulsion (MSE)**

The Contractor shall supply certified and previously tested cationic asphalt emulsion and provide certification of Analysis/Compliance with each load that it is the same as used in the mix design. The Contractor shall supply dated asphalt emulsion plant run-sheet signed by the manufacturer’s authorized representative (agent) with each load of emulsion. It will be kept confidential.

MSE shall be homogenous. The polymer shall be milled or blended into the asphalt or blended into the emulsifier solution prior to the emulsification process. The MSE shall contain a minimum of three (3%) percent polymer solids based on mass of MSE residual asphalt. A Certificate of Compliance shall be furnished with each shipment of MSE in conformance with the requirements in Section 94-1.05, “Test Report,” of the Caltrans Standard Specifications.

The MSE shall conform to the following requirements:

**Requirements for Polymer Modified, Cationic Micro-surfacing Emulsion (MSE)**

Tests on MSE:

<table>
<thead>
<tr>
<th>Test</th>
<th>Test Method</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Viscosity @ 25°C, SFS</td>
<td>AASHTO T 59</td>
<td>15-90 sec</td>
</tr>
<tr>
<td>Sieve Test, max.</td>
<td>AASHTO T 59</td>
<td>0.30%</td>
</tr>
<tr>
<td>Settlement, 5 days, max.</td>
<td>ASTM D 244</td>
<td>5%</td>
</tr>
<tr>
<td>Storage Stability, 1 day, max.</td>
<td>AASHTO T 59</td>
<td>1%</td>
</tr>
<tr>
<td>Residue by Evaporation, min.</td>
<td>California Test 331</td>
<td>62%</td>
</tr>
</tbody>
</table>
Tests on Residue from Evaporation Test:

<table>
<thead>
<tr>
<th>Test</th>
<th>Test Method</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>G* @ 20ºC, 10 rad/sec, MPa</td>
<td>AASHTO T315</td>
<td>Report Only</td>
</tr>
<tr>
<td>Penetration @ 25ºC</td>
<td>AASHTO T 49</td>
<td>40-90</td>
</tr>
<tr>
<td>Phase Angle @ 50ºC, 10 rad/sec, PA (max) - PA base</td>
<td>AASHTO T315</td>
<td>Report Only</td>
</tr>
<tr>
<td>Softening Point, min.</td>
<td>AASHTO T 53</td>
<td>57º C (140º F)</td>
</tr>
<tr>
<td>Stiffness @ -12ºC, MPa, and M-value</td>
<td>AASHTO T313</td>
<td>Report Only</td>
</tr>
</tbody>
</table>

**Water and Additives**

Water shall be of such quality that the asphalt will not separate from the MSE before the micro-surfacing is placed on the pavement. If necessary for workability, additives that will not adversely affect the micro-surfacing product may be used.

Mineral filler shall be Portland cement that is free of lumps. Portland cement shall be Type I, Type II, Type III or a combination thereof as per Section 90-1.02B(2). “Cementitious Materials,” of the Caltrans Standard Specifications. The type of mineral filler shall be determined by the Contractor based on laboratory mix designs. The mineral filler will be considered part of the aggregate gradation requirement.

**Aggregate**

The aggregate used for micro-surfacing shall be Type II as specified below. The material shall be free from vegetation matter and other deleterious substances. Aggregate shall be free of lumps and oversize particles. One hundred (100%) percent of the parent aggregate shall be larger than the largest stone in the gradation to be used.

Aggregate shall conform to the grading and quality requirements prior to the addition of the MSE. If aggregates are blended, each component aggregate shall conform to the Sand Equivalent and Durability Index requirements.

The percentage composition by mass of aggregate, including mineral filler, shall conform to the following grading requirements:

**TYPE II**

<table>
<thead>
<tr>
<th>Sieve Sizes</th>
<th>Percentage Passing</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/8&quot; (9.5-mm)</td>
<td>100</td>
</tr>
<tr>
<td>No. 4 (4.75-mm)</td>
<td>94 - 100</td>
</tr>
<tr>
<td>No. 8 (2.36-mm)</td>
<td>65 - 90</td>
</tr>
<tr>
<td>No. 16 (1.18-mm)</td>
<td>40 - 70</td>
</tr>
<tr>
<td>No. 30(600-μm)</td>
<td>25 - 50</td>
</tr>
<tr>
<td>No. 200 (75-μm)</td>
<td>5 – 15</td>
</tr>
</tbody>
</table>
Please note that the maximum allowed tolerance is for each batch of aggregate delivery at site. The Contractor is responsible for providing the mix design and making sure that the aggregate delivered to the job site is similar to the mix design. If consistent variation in aggregate grading is found, the project will be shut-down till the Contractor changes the aggregate supplied to the job site.

The aggregate, excluding mineral filler, shall conform to the following quality requirements:

<table>
<thead>
<tr>
<th>Test</th>
<th>California Test</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sand Equivalent, min.</td>
<td>217</td>
<td>65</td>
</tr>
<tr>
<td>Durability Index, min.</td>
<td>229</td>
<td>65</td>
</tr>
<tr>
<td>Percentage of Crushed Particles, min.1</td>
<td>205</td>
<td>95%</td>
</tr>
<tr>
<td>Los Angeles Rattler Loss at 500 Rev., max.2</td>
<td>211</td>
<td>35%</td>
</tr>
</tbody>
</table>

Notes:
1. Crushed particles must have at least one (1) fractured face.
2. California Test 211, Los Angeles Rattler, shall be performed on the aggregate before crushing.

If the results of the aggregate grading do not meet the specified gradation, the micro-surfacing represented by the test shall be removed. However, if requested in writing by the Contractor and approved by the Engineer, the micro-surfacing may remain in place and the Contractor shall pay to the City $0.40/SY for the aggregate represented by the tests and left in place. The City may deduct these amounts from any moneys due or to become due the Contractor.

If the results of the Sand Equivalent test for aggregate do not meet the specified requirement, the micro-surfacing represented by the test shall be removed. However, if requested in writing by the Contractor and approved by the Engineer, the micro-surfacing may remain in place and the Contractor shall pay to the City $0.40/SY for the aggregate represented by the tests and left in place. The City may deduct these amounts from any moneys due or to become due the Contractor.

When the results of both the aggregate grading and the Sand Equivalent tests do not conform to the specified requirements and if the micro-surfacing is allowed to remain in place, both payments to the City shall apply. The City may deduct these amounts from any moneys due or to become due the Contractor.

No single aggregate grading or Sand Equivalent test shall represent more than two hundred seventy-five (275) tons or one (1) day's production, whichever is smaller.
MIX DESIGN

At least ten (10) days before the micro-surfacing placement commences, the Contractor shall submit for approval of the Engineer a laboratory report of tests and a proposed mix design covering the specific materials proposed for use on the project.

The percentages of each individual material proposed in the mix design shall be shown in the laboratory report. Adjustments may be required during construction based on field conditions. Individual materials shall be within the following limits.

<table>
<thead>
<tr>
<th>Material</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>MSE Residual Asphalt</td>
<td>5.5% to 9.5%</td>
</tr>
<tr>
<td>Water and Additives</td>
<td>As needed</td>
</tr>
<tr>
<td>Mineral Filler</td>
<td>0% to 3%</td>
</tr>
</tbody>
</table>

The mix design and aggregate tests shall be performed by a laboratory capable of performing the applicable International Slurry Surfacing Association (ISSA) tests. The proposed micro-surfacing mixture shall conform to the specified requirements when tested in conformance with the following tests:

<table>
<thead>
<tr>
<th>Test</th>
<th>ISSA Test Method</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wet Cohesion</td>
<td>TB* 139</td>
<td>12 kg-cm</td>
</tr>
<tr>
<td>@ 30 Minute (Set), min.</td>
<td></td>
<td>20 kg-cm</td>
</tr>
<tr>
<td>@ 60 Minute (Traffic), max.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Excess Asphalt, max.</td>
<td>TB* 109</td>
<td>540 g/m²</td>
</tr>
<tr>
<td>Wet Stripping, min.</td>
<td>TB* 114</td>
<td>90%</td>
</tr>
<tr>
<td>Wet Track Abrasion Loss 6-day Soak, max.</td>
<td>TB* 100</td>
<td>810 g/m²</td>
</tr>
<tr>
<td>Displacement</td>
<td>TB* 147A</td>
<td>5%</td>
</tr>
<tr>
<td>Lateral, max.</td>
<td></td>
<td>2.10</td>
</tr>
<tr>
<td>Specific Gravity After 1000 Cycles of 57 kg, max.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Classification Compatibility, min.</td>
<td>TB* 144</td>
<td>(AAA, BAA) 11 grade</td>
</tr>
<tr>
<td>Mix Time @ 25°C, min.</td>
<td>TB* 113</td>
<td>Controllable to 120 Seconds</td>
</tr>
</tbody>
</table>

TB* = Technical Bulletin

The laboratory that performed the tests and designed the mixture shall sign the laboratory report. The report shall show the results of the tests on individual materials and shall compare their values to those required by these Special Provisions. The report shall clearly show the proportions of aggregate, water (minimum and maximum), additive usage, mineral filler (minimum and maximum), and MSE residual asphalt content (minimum and maximum) based on the dry mass of aggregate. The laboratory shall report the quantitative effects of moisture.
content on the unit mass of the aggregate (bulking effect) in conformance with the requirements of ASTM Designation: C 29M. Previous laboratory reports covering the same materials may be accepted provided the material test reports were completed within the previous twelve (12) months. The mix design shall further show the recommended changes in water, additive, and mineral filler proportions for high temperature weather conditions by reporting proportions of materials required for sixty (60) seconds of mix time with materials heated to 38°C. This 38°C mixing report will not be required for projects requiring nighttime application.

The component materials used in the mix design shall be representative of the micro-surfacing materials proposed by the Contractor for use on the project. Once the mix design is approved by the Engineer, no substitution of other material will be permitted unless the materials proposed for substitution are first tested and a laboratory report is submitted for the substituted design in conformance with these Special Provisions. Substituted materials shall not be used until the mix design for those materials has been approved by the Engineer.

The completed mixture, after addition of water and additives (if used), shall be such that the micro-surfacing mixture has proper workability. At the expiration of the time allowed for closure of lanes, in conformance with "Maintaining Traffic" of these Special Provisions, the micro-surfacing mixture shall be sufficiently cured to support unrestricted traffic.

**PROPORTIONING**

Aggregate, water, additives (if used), mineral filler, and MSE shall be proportioned by volume utilizing the mix design approved by the Engineer. If more than one kind of aggregate is used, the correct amount of each kind of aggregate to produce the required grading shall be proportioned separately, prior to adding the other materials of the mixture, in a manner that will result in a uniform and homogeneous blend.

The aggregate shall be proportioned using a belt feeder operated with an adjustable cutoff gate. The height of the gate opening shall be determinable. The MSE shall be proportioned by a positive displacement pump. Variable rate emulsion pumps, if used, shall be calibrated and used in the pump's calibrated condition in conformance with California Test 109 prior to usage.

The delivery rate of aggregate and MSE per revolution of the aggregate feeder shall be calibrated at the appropriate gate settings for each mixer-spreader truck used on the project in conformance with California Test 109.

The aggregate belt feeder shall deliver aggregate to the pugmill with such volumetric consistency that the deviation for any individual aggregate delivery rate check-run shall not exceed two (2%) percent of the mathematical average of three (3) runs of at least three (3) ton each. The emulsion pump shall deliver MSE to the
pugmill with such volumetric consistency that the deviation for any individual delivery rate check-run shall be within two (2%) percent of the mathematical average of three (3) runs of at least 1135 L each. The water pump shall deliver water to the pugmill with such volumetric consistency that the deviation for any individual delivery rate check-run shall be within two (2%) percent of the mathematical average of three (3) runs of at least 1135 L each.

The MSE storage tank shall be located immediately before the emulsion pump and shall be equipped with a device which will automatically shut down the power to the emulsion pump and aggregate belt feeder when the MSE level is lowered to a point where the pump suction line is exposed.

A temperature-indicating device shall be installed in the emulsion storage tank at the pump suction level. The device shall indicate the temperature of the MSE and shall be accurate to within 5°C.

The belt delivering the aggregate to the pugmill shall be equipped with a device to monitor the depth of aggregate being delivered to the pugmill. The device for monitoring the depth of aggregate shall automatically shut down the power to the aggregate belt feeder whenever the depth of aggregate is less than the target depth of flow. A second device shall be located where the device will monitor the movement of the aggregate belt by detecting revolutions of the belt feeder. The devices for monitoring no flow or belt movement shall automatically shut down the power to the aggregate belt when the aggregate belt movement is interrupted. The device to detect revolutions of the belt feeder will not be required where the aggregate delivery belt is an integral part of the drive chain. To avoid erroneous shutdown by normal fluctuation, a delay of three (3) seconds will be permitted between sensing and shutdown of the operation.

MIXING AND SPREADING EQUIPMENT

The micro-surfacing mixture shall be spread by means of a spreader box. However, when wheel path depressions have a cross section that is deformed 12.5-mm or more, the individual wheel paths shall first be filled utilizing a wheel path depression (rut) box.

SPREADER BOX

The spreader box shall be capable of placing the micro-surfacing a minimum of 3.6-m wide and shall prevent the loss of micro-surfacing from the box. Spreaders boxes over 2.38-m in application width shall have baffles, reversible motor driven augers or other suitable means to insure uniform application on super-elevated sections and shoulder slopes. Spreaders box skids shall be maintained in such manner as to prevent chatter (wash boarding) in the finished mat. The spreader box shall be clean and free of micro-surfacing and MSE at the start of each work shift.
The spreader box shall have a series of strike-off devices at the rear of the box. The leading strike-off device shall be fabricated of steel, stiff rubber or other suitable material. The number of strike-off devices shall be determined by the Contractor. The first strike-off device shall be designed to maintain close contact with the pavement during the spreading operations, shall obtain the thickness required, and shall be capable of being adjusted to the various pavement cross sections for application of a uniform micro-surfacing finished surface. The final strike-off device shall be fabricated of flexible material suitable for the intended use and shall be designed and operated to ensure that a uniform texture is achieved in the finished surface of the micro-surfacing. The final strike-off device shall be cleaned daily and changed if problems with longitudinal scouring occur.

WHEEL PATH DEPRESSION (RUT) BOX

The wheel path depression (rut) box shall be designed to have adjustable strike-off devices to regulate the depth and shall have a width of between 1.52-m and 1.81-m. Hydraulic augers, or similar devices, shall be installed and shall be capable of moving the mixed material from the rear to the front of the filling chamber. These devices shall also be capable of guiding the larger aggregate into the center, deeper section of the wheel path depression, and forcing the finer material toward the outer edges of the spreader box. In areas inaccessible to the wheel path depression (rut) box, the micro-surfacing mixture may be spread by other methods approved by the Engineer.

PREPARATION FOR MICRO-SURFACING

Before placing the micro-surfacing, the pavement surface shall be cleaned by vacuum sweeping to remove loose particles of paving, dirt, and other extraneous material. When required by local conditions, the roadway surface may be fogged with water ahead of the spreader box. The application of the fog spray may be adjusted to suit temperatures, surface texture, humidity and dryness of pavement.

PLACING OF MICRO-SURFACING

The micro-surfacing shall be applied when ambient temperature is above 52ºF and rising, the weather forecast is dry, and no rain is anticipated (more than 25% chance) for the next twenty-four (24) hours after micro-surfacing has been applied. Micro-surfacing shall not be placed if the ambient temperature during the curing period (24 hours) is expected to be below 45ºF. Micro-surfacing shall not be placed on the pavement after 2:30 p.m. unless otherwise authorized by the Engineer. The Engineer’s directions must be followed. For this compliance, only National Weather Service, zip code 95209 data shall be used.

When wheel path depressions have a cross section that is deformed 12.5-mm or more, the individual wheel paths shall first be filled utilizing a wheel path
depression (rut) box. The depth of the wheel path depression shall be determined after adjacent ridges have been removed. The maximum single application for wheel path depressions shall be 25-mm. Wheel path depressions of depths greater than 25-mm shall require multiple applications in each depression. Wheel path depression repair shall be constructed with a slight crown to allow for initial compaction by traffic on the micro-surfacing.

Freshly filled wheel path depressions shall be compacted by traffic for a minimum of twelve (12) hours before additional lifts of micro-surfacing material are placed for rut filling purposes or as surface courses.

The polymer emulsified asphalt shall be added at a rate from ten (10%) percent to fifteen (15%) percent by weight of dry aggregate. The exact rate to be determined by the job mix design submitted by the Contractor for approval by the Engineer.

Micro-surfacing shall be spread at a rate of twenty (20) pounds of dry aggregate per square yard, or as directed by the Engineer. The completed spread shall be within ten (10%) percent of the specified rate. The micro-surfacing box squeegees, rubber belting or similar material, shall be flexible enough to spread the micro-surfacing uniformly over the surface.

The spreader box shall be pulled at a rate NOT GREATER THAN 270 FEET PER MINUTE. Any areas micro-surfaced while the spreader box is exceeding 270 feet per minute will be considered out of specification and will not be paid for by the City.

Each spreader box used on the project shall be equipped with augers to insure uniform application of the micro-surfacing and shall have inboard set skids. A sufficient amount of micro-surfacing shall be carried in all parts of the spreader at all times so that complete coverage is obtained. No lumping, balling, or unmixed aggregate shall be permitted. No streaks such as caused by oversize aggregate shall be left in the finished pavement.

No excessive buildup or unsightly appearance shall be permitted on longitudinal or transverse joints. Burlap drags may be used. Approved squeegees shall be used to spread micro-surfacing in areas not accessible to the micro-surfacing mixer/spreader. Longitudinal joints shall correspond with the edges of the final traffic lanes. The Engineer may permit other patterns of longitudinal joints if the patterns will not adversely affect the quality of the finished product.

Through traffic lanes shall be spread in full lane widths only. Longitudinal joints common to two (2) traffic lanes shall be butt joints with overlaps not to exceed 76 mm. Building paper shall be placed at the transverse joints to avoid double placement of the micro-surfacing. Other suitable methods to avoid double placement of the micro-surfacing will be allowed. Hand tools shall be available to remove spillage.
The mixture shall be uniform and homogeneous after placing on the surfacing and shall not show separation of the MSE and aggregate after setting. The completed surface shall be of uniform texture and free from ruts, humps, depressions or irregularities.

Adequate means shall be provided to protect the micro-surfacing from damage by traffic until such time that the mixture has cured sufficiently so that the micro-surfacing will not adhere to or be picked up by the tires of vehicles.

The Contractor shall submit certified weight tickets for all loads of aggregate delivered to the project site(s). Tickets shall be submitted to the Project Inspector by the end of each day in which a delivery is made. At the end of the project, tickets will be used to calculate the average spread rate of the micro-surfacing. The average spread rate will be calculated by dividing the total pounds of aggregate for the project by the total square yardage of the project. If the average rate is less than the allowable ten (10%) percent variation from the specified spread rate of twenty (20) pounds of dry aggregate per square yard, the Contractor shall pay to the City an amount of reduced compensation. The City may deduct the amount of reduced compensation from any monies due, or that may become due, the Contractor under the contract.

The amount of reduced compensation will be calculated using the total square yards of micro-surfacing placed times the contract price per square yard times the reduced compensation factor: The reduced compensation factor shall be equivalent to the percent reduction in rate from the specified rate (for reduction rates in excess of 10%). For example, a reduction rate of 10.1% from the specified 20 lbs./SY would result in a reduced compensation factor of 10.1% or 0.101; likewise, a reduction rate of 11% below the specified 20 lbs. would result in a reduction factor of 11% or 0.11. The reduced compensation factor will be calculated using the following equation:

\[
1 - \frac{\text{calculated lbs. of aggregate per SY}}{20 \text{ lbs. per SY}} = \text{reduction factor}
\]

No reduction factor will be applied to the contract price for reduced spread rates within 10% of the specified rate or for rates which exceed the specified rate.

At limits of micro-surfacing (start or finish), a straight line cut-off shall be obtained by laying down a strip of building paper or other approved material. Such paper and any excess micro-surfacing shall be removed by the Contractor after application of the micro-surfacing.

Edge limits of the micro-surfacing on both sides of the street shall be maintained in a neat, straight, and uniform line. Micro-surfacing shall extend to the lip of gutter. The micro-surfacing may be allowed to extend onto the gutter pan 1”—2”, but a neat, straight, and uniform line must be maintained. In the event that micro-
surfacing extends onto the gutter more than 1"–2" or the micro-surfacing is not in a neat, straight, uniform line, it will be the responsibility of the Contractor to remove all excess micro-surfacing from the gutters using an appropriate method. Any runs or drips that spill on to the concrete gutter surface shall be removed the same day that the spill occurs. At the completion of removal operations, gutters shall be restored to original condition (grey/white concrete finish). All work associated with the removal of micro-surfacing from the gutters will be conducted at the Contractor's expense.

For the convenience of the Contractor a preliminary punch list will be provided no more than one (1) day after each street has been micro-surfaced. The items on the preliminary punch list shall be completed by the Contractor on the day the preliminary punch list is issued. At the end of the project a final punch list will be issued to the Contractor for outstanding items.

**TRAFFIC OVER TREATED AREAS**

If the micro-surfacing is not capable of supporting unrestricted traffic at the expiration of the lane closure hours, the Contractor shall pay to the City the sum of two hundred fifty ($250) dollars per half hour for each and every half-hour delay, or portion thereof, until such time as the micro-surfacing is capable of supporting unrestricted traffic. Placement of the micro-surfacing shall cease a minimum of one (1) hour before the expiration of the times allowed for closure of lanes as specified in "Maintaining Traffic" of these Special Provisions, unless the Contractor proves to the satisfaction of the Engineer that the surface will be ready for unrestricted traffic at the expiration of the lane closure hours. The City may deduct these amounts from any progress payments or final payment due to the Contractor.

The micro-surfacing shall be swept approximately twenty-four (24) hours after placement to remove loosened or shed aggregate particles. Thereafter, the micro-surfacing shall be swept, when directed by the Engineer, for up to ten (10) days after placement to remove loosened or shed aggregate particles. Sweeping shall be performed in such a manner that the micro-surfacing will not be damaged.

**TEST STRIP REQUIREMENT**

At no cost to the City, the Contractor shall construct a test strip for evaluation by the Engineer. The test strip shall be 300 feet to 500 feet long and shall consist of the application courses specified. The test strip shall be constructed at the same time of day or night that the full production of fiberized micro surfacing will be placed and may be constructed in 2 days or nights when multiple course applications are specified.

The Engineer will evaluate the completed test strip after 12 hours of traffic on the completed test strip to determine if the mix design and placement procedure are acceptable. If the mix design or the placement procedure is determined by the
Engineer to be unacceptable, the test strip will be rejected, the Contractor shall make modifications, and a new test strip shall be constructed and evaluated by the Engineer. The cost of materials and placement of the test strips, which have been rejected, shall be borne by the Contractor and will not be considered as part of the contract work. If ordered by the Engineer, rejected test strips shall be removed at the Contractors expense. If approve by the Engineer, the Contractor may continue with production work after placement of the test strip at his own risk. If the test strip is rejected, all production work shall be stopped and evaluated by the Engineer. The production work will be evaluated in the same manner as the placement of the test strip and shall conform to the same requirements for the test strip material.

**REPAIR OF EARLY DISTRESS**

If bleeding, raveling, delamination, rutting, or washboarding occurs within sixty (60) days after placing the micro-surfacing, the Contractor shall make repairs by any method approved by the Engineer. The Contractor shall not be relieved from maintenance, and final contract payment will not be made, until repairs have been completed.

**CALIBRATION AND MEASUREMENT**

The Contractor shall supply the Engineer with licensed Weightmaster’s certificates of weight for all aggregates delivered to the job during the course of each day. Aggregate certified as being delivered to the project shall be used only in the micro-surfacing. All delivery trucks shall use tarp-wrap. Excessively moist aggregate shall not be brought to stockpile. No outside work shall be allowed utilizing materials from the tanks or stockpiles stored for the City’s contract.

Each load of asphalt emulsion shall be accompanied with a certificate of analysis/compliance that it is the same as that used in the mix design. The Contractor shall supply dated asphalt emulsion plant run sheet signed by the manufacturer’s authorized representative with each load of emulsion. It will be kept confidential.

The Contractor shall furnish, prior to commencing work, a calibrated stick to measure the emulsion in the trailer storage tanks in ten (10) gallon increments. The Inspector shall check the emulsion in each load and in the tanks at the beginning and end of each day to determine the amount of emulsion being used. The Contractor shall also provide certified Weightmaster’s tickets of any asphalt emulsion left in the tank at the end of the day (weight-back).

All micro-surfacing trucks are to be calibrated before starting work on the project. Each truck is to be calibrated for the material source to be used. If the material source is changed, the trucks must be calibrated for the new source. If questions arise during construction concerning material calibration, the Engineer may require new calibrations to be done. More frequent and surprise calibrations will be
conducted as per Engineer’s discretion. The Contractor shall notify the Engineer at least forty-eight (48) hours before the calibration is performed on these machines. A representative from the City may be present during calibration.

PAYMENT

The contract price paid per square yard for micro-surfacing shall include full compensation for notifying property owners, posting no-parking signs, furnishing all, labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing micro-surfacing and rut filling, complete in place, including testing for and furnishing mix design, test strips, cleaning the surface, frequent pre- and post-sweeping, furnishing added water, additives, and mineral filler, protecting the micro-surfacing until it has set, repair of early distress, and sweeping, as specified in these Special Provisions and in the Standard Specifications, and as directed by the Engineer.

WARRANTY

The Contractor shall warranty the materials and workmanship of the micro-surfacing for a period of three hundred sixty-five (365) days and shall repair defects identified during the warranty period in conformance with these Special Provisions. The warranty period shall start at the date of “Notice of Completion” given to the Contractor by the Engineer at the end of the project.

Attention is directed to "Micro-surfacing" of these Special Provisions. During the warranty period, should any area of micro-surfacing be found defective, the Engineer will notify the Contractor in writing of any needed repairs. The Contractor shall complete the repairs within sixty (60) days from the date of notification, unless the Engineer determines that weather conditions are unsuitable for completing the repair work, in which case the Engineer will allow additional time for completion of the repairs.

Should the Contractor fail or refuse to comply with the requirements of the warranty, the Engineer may make or cause to be made the needed repair work and provide a detailed billing to the Contractor for the work. The Contractor shall reimburse the City for the work within sixty (60) days of receipt of the billing, or the costs may be deducted from any moneys due or to become due the Contractor under the contract.

Temporary patches and repairs made or caused to be made by the City shall not void the warranty of the micro-surfacing. The Contractor shall continue to warranty the micro-surfacing, including areas patched or repaired by the Contractor or by the City, for the remainder of the warranty period.

No separate payments will be made for warranty performance or warranty inspection. The warranty shall include new micro-surfacing and for furnishing all
flagging, traffic control, labor, materials, tools, equipment, and incidentals, and doing all the work involved in repairing defective areas in the micro-surfacing, including job site inspection, placement and removal of temporary patches, grinding, repair of defective areas and replacement of traffic stripes, pavement markings and pavement markers obliterated by patches and repairs, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

CLEAN-UP

Upon completion of the each working day, the Contractor shall remove all equipment, debris and must leave the site in a clean and safe condition to the satisfaction of the Engineer. Any damage to any existing facility or pavement marking/striping due to micro-surfacing operations shall be corrected to the satisfaction of the Engineer. All curb, gutter, sidewalk shall be cleaned by blowing off and sweeping all debris. If a catch basin is found without protective cover, the Contractor shall vacuum clean it. All construction signs, cones, barricades, and conflicting markings shall be removed. A punch list will be provided to the Contractor within one (1) week from the date of request to the engineer. A final Notice of Completion will be issued once the Contractor completes the punch list items to the satisfaction of the Engineer.

10-1.63 Relocate Lamppost with Electrical
The contract unit price paid per each for “Relocate Lamppost with Electrical” and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in relocating lamppost with electrical, complete in place, including salvage of existing lamppost, abandonment of existing electrical (if necessary) demolition of footing, backfill, excavation and construction of new footing, and new electrical connection, as specified in the Standard Specifications and these Special provisions, and as directed by the Engineer.

10-1.64 Install Type A1 Curb Wall
The contract unit price paid per lineal foot for “Install Type X Curb Wall” and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing a curb wall, complete in place, including excavation, subgrade preparation, new aggregate base, placement of PCC footing, reinforcement, and backfill, as specified in the Standard Specifications and these Special provisions, and as directed by the Engineer.

10-1.65 Install Keystone Wall
The contract unit price paid per lineal foot for “Install Keystone Wall” shall include full compensation for furnishing all labor, materials, tools, equipment, and
incidentals, and for doing all the work involved in installing a keystone wall, complete in place, including excavation, subgrade preparation, new aggregate base, placement of PCC footing, reinforcement, perforated pipe, and backfill, as specified in the Standard Specifications and these Special provisions, and as directed by the Engineer.

10-1.66 Relocate Commercial Sign
The contract unit price paid per each for “Relocate Large Commercial Sign” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in relocating large commercial sign, complete in place, including removal of existing sign including foundations in their entirety or to 2 feet below grading plane, backfill, excavation and installation of new foundations, relocation of existing signs, conduit, wire, pull boxes, and coordination with local agencies/owner, as specified in the Standard Specifications and these Special provisions, and as directed by the Engineer.

10-1.67 Parking Stoppers
The contract unit price paid per each for “Parking Stoppers” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing parking stoppers, complete in place, as specified in the Standard Specifications and these Special provisions, and as directed by the Engineer.

10-1.68 Certified Arborist
The contract unit price paid per hour for “Certified Arborist” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, to perform root mitigation by an ISA Certified Arborist, and for doing all the work involved including trimming of trees, roots, and landscaping, as directed by the City, complete in place, as specified in the Standard Specifications and these Special provisions, and as directed by the Engineer.

10-1.69 Pothole Utility (For Storm Drain and Sewer)
The intent of this contract item is to identify potential utility conflicts to proposed storm drain and sewer improvements as a first item of work.

PAYMENT
The contract price for Pothole Utility (For Storm Drain and Sewer) is only applicable to potholing operations as directed by the Engineer prior to the start of construction for the purpose of determining potential utility conflicts to proposed storm drain and sewer improvements. This in no way relieves the Contractor of responsibility for any other utility potholing that may be required to construct any portion of the project in a manner consistent with the standard of care. Payment for
other potholing, except as specifically identified herein, shall be considered to be included in the contract prices paid for various items of work and no additional compensation will be allowed therefore.

The contract price paid for Pothole Utility (For Storm Drain and Sewer) shall include full compensation for furnishing all labor, equipment, materials and all incidentals necessary to determine the type, horizontal and vertical location, and size of existing utility at designated pothole location. Work shall include, but not be limited to, traffic control, excavation, surveying, as-built recording of existing conditions, backfill to subgrade, temporary patch as required, and incidentals as necessary to locate existing utilities, as specified in the standard specifications and these special provisions, and as directed by the Engineer and no additional compensation will be allowed therefore.

10-1.70 Remove Asphalt Concrete Driveway

The intent of this contract item is to pay for excavation and removal of asphalt concrete outside the limits of the roadway.

PAYMENT

The contract price paid per square foot for Remove Asphalt Concrete Driveway shall include full compensation for removal of existing asphalt or composite surface (plantmix bituminous pavement, aggregate base materials including cement treated base and subbase, and subgrade) outside of the roadway section. The unit price bid for this item does not include removal and disposal of concrete flatwork, curb, curb and gutter, driveway apron, median paving and sidewalk. Work shall include, but not be limited to, all labor, equipment, materials and all incidentals necessary to remove the composite material to accommodate the new structural section within the confines of the existing pavement area. Work shall include, but not be limited to saw cutting full depth, removal and offsite disposal of composite materials, regrading, preparation and compaction of subgrade and incidentals as necessary to accommodate the lines and grades shown on the plans, as specified in the standard specifications and these special provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.

10-1.71 Remove Miscellaneous Concrete

The intent of this contract item is to pay for excavation and removal of miscellaneous concrete flatwork outside the limits of the roadway.

PAYMENT

The contract price paid per square foot for Remove Miscellaneous Concrete shall include full compensation for removal of existing concrete or composite surface (concrete flatwork, aggregate base materials including cement treated base and subbase, and subgrade) outside of the roadway section. The unit price bid for this item does not include removal and disposal of concrete flatwork, curb, curb and gutter, driveway apron, median paving and sidewalk. Work shall include, but not
be limited to, all labor, equipment, materials and all incidentals necessary to remove the composite material to accommodate the new structural section within the confines of the existing pavement area. Work shall include, but not be limited to saw cutting full depth, removal and offsite disposal of composite materials, regrading, preparation and compaction of subgrade and incidentals as necessary to accommodate the lines and grades shown on the plans, as specified in the standard specifications and these special provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.

10-1.72 Remove Landscape
The intent of this contract item is to pay for removal of existing landscaping outside the limits of the roadway.

PAYMENT
The contract price paid per square foot for Remove Landscape shall include full compensation for removal of landscaping in developed areas outside of the roadway section. Work shall include, but not be limited to, all labor, equipment, materials and all incidentals necessary to remove the landscaping and shall include removal of shrubs, trees less than 8” diameter, turf, grass and weeds, termination of irrigation system components, removal of buried abandoned pipe, and offsite disposal of materials as necessary to accommodate the lines and grades shown on the plans, as specified in the standard specifications and these special provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.

10-1.73 Remove and Replace Wrought Iron Fence and Brick Wall
The contract price paid per lineal foot for Remove and Replace Wrought Iron Fence and Brick Wall shall include full compensation for all labor, equipment, materials and all incidentals necessary to remove the existing wall and construct new one at the locations indicated on the plans. Work shall include but not be limited to removal of the existing wall, termination of electrical service to the lights, excavation, subgrade preparation, aggregate base, footing, placement of brick units, wrought iron fence, reestablishment of electrical service, replacement of lights, backfill, and incidentals necessary for a complete installation to new finish grade as specified in the standard specifications and these special provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.

10-1.74 Remove Brick Column and Single Chain Fence
The contract price paid per lineal foot for Remove Brick Column and Single Chain Fence shall include full compensation for all labor, equipment, materials and all incidentals necessary to remove the existing columns and chain fence at the locations indicated on the plans. Work shall include but not be limited to removal of the existing wall, removal of footings, disposal of materials, backfill, and incidentals necessary for a complete removal as specified in the standard specifications and
these special provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.

10-1.75 Install Fence, Gate
The contract price paid per lineal foot for Install Fence (Type Varies) or per each for Install Gate (Type Varies) shall include full compensation for all labor, equipment, materials and all incidentals necessary to install the fence at the locations indicated on the plans. Work shall include, but not be limited to, excavation, concrete foundation, posts, fence materials, and incidentals necessary for a complete installation as specified in the standard specifications and these special provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.

10-1.76 Remove and Replace Landscape
The intent of this contract item is to pay for removal of existing landscaping outside the limits of the roadway where required by roadway widening and replacement of landscaping within the same general location as removed.

**PAYMENT**
The contract price paid per square foot for Remove Landscape shall include full compensation for removal of landscaping in developed areas outside of the roadway section. Work shall include, but not be limited to, all labor, equipment, materials and all incidentals necessary to remove the landscaping and shall include removal of shrubs, trees less than 8" diameter, turf, grass and weeds, and offsite disposal of materials, and regrading and replacement of landscaping shrubs and turf of comparable type as specified in the standard specifications and these special provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.

10-1.77 Remove and Re-establish Landscape Irrigation System
The intent of this contract item is to pay for modifications to existing landscaping irrigation systems outside the limits of the roadway where required by roadway widening and replacement of landscaping within the same general location as removed.

**PAYMENT**
The contract price paid per individual landscaping system for Remove and Re-establish Landscape Irrigation System shall include full compensation for all labor, equipment, materials and all incidentals necessary to modify the existing landscaping irrigation system including excavation, removal and disposal of pipe, drip lines, sprinkler heads, emitters, controllers and excavation and placement of new pipe, drip lines, sprinkler heads, emitters, and controllers as necessary to reestablish each property landscaping system to working order and appropriate for modified landscaped areas as specified in the standard specifications and these special provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.
10-1.78 **Reconstruct PCC Parking Lot (6” PCC/4” AB)**  
The intent of this contract item is to pay for reconstruction of existing PCC parking lot areas where modifications to properties outside the limits of the roadway require it.

Reconstructed PCC Parking Lot Structural Section shall consist of 6” of Portland Cement Concrete on 4” of Aggregate Base. Portland Cement Concrete shall be reinforced with #4 bar at 18” on center each direction.

Sawn or tooled joints a minimum of 2” depth shall be provided to establish a maximum slab size of 10’x 10’.

**PAYMENT**  
Full compensation for conformance with this provision shall be considered as included in the contract unit prices paid for **Reconstruct PCC Parking Lot** shall include the furnishing of all labor, materials, tools, equipment, and incidentals for excavation, placement and compaction of aggregate base, forming and placing PCC pavement as shown on the plans, as specified in the Standard Specifications and these special provisions and as directed by the Engineer and no additional compensation will be allowed therefore.

10-1.79 **Install Miscellaneous Concrete (6” PCC/4” AB)**  
The intent of this contract item is to pay for reconstruction of existing flatwork areas where modifications to properties outside the limits of the roadway require it.

Reconstructed PCC Parking Lot Structural Section shall consist of 6” of Portland Cement Concrete on 4” of Aggregate Base.

**PAYMENT**  
Full compensation for conformance with this provision shall be considered as included in the contract unit prices paid for **Install Miscellaneous Concrete** shall include the furnishing of all labor, materials, tools, equipment, and incidentals for excavation, placement and compaction of aggregate base, forming and placing PCC pavement as shown on the plans, as specified in the Standard Specifications and these special provisions and as directed by the Engineer and no additional compensation will be allowed therefore.

10-1.80 **Reconstruct Asphalt Concrete Parking Lot (2” AC/6” AB)**  
The intent of this contract item is to pay for reconstruction of existing asphalt concrete parking lot areas where modifications to properties outside the limits of the roadway require it.

Reconstructed AC Parking Lot Structural Section shall consist of 2” of Asphalt Concrete on 6” of Aggregate Base.
PAYMENT
Full compensation for conformance with this provision shall be considered as included in the contract unit prices paid for **Reconstruct Asphalt Concrete Parking Lot** shall include the furnishing of all labor, materials, tools, equipment, and incidentals for excavation, placement and compaction of aggregate base, placement and compaction of asphalt concrete as shown on the plans, as specified in the Standard Specifications and these special provisions and as directed by the Engineer and no additional compensation will be allowed therefore.

10-1.81 **Paint Permanent Parking Lot Striping (Per Property)**
The intent of this contract item is to pay for striping of parking stalls as shown on the project drawings in areas where modification of existing parking lot pavement has removed existing parking lot paint.

Paint shall be traffic paint.

PAYMENT
Full compensation for conformance with this provision shall be considered as included in the contract unit prices paid per each parking lot for **Paint Permanent Parking Lot Striping** and shall include the furnishing of all labor, materials, tools, equipment, and incidentals for sweeping, layout, and placement of parking lot paint as shown on the plans, as specified in the Standard Specifications and these special provisions and as directed by the Engineer and no additional compensation will be allowed therefore.

10-1.82 **Relocate FDC/WM/FH at 84+75 Lt.**

PAYMENT
Full compensation for conformance with this provision shall be considered as included in the contract unit prices paid per lump sum for **Relocate FDC/WM/FH at 84+75 Lt.** and shall include the furnishing of all labor, materials, tools, equipment, and incidentals for complete installation as shown on the plans, as specified in the Standard Specifications and these special provisions and as directed by the Engineer and no additional compensation will be allowed therefore.
This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (Department) and City of Stockton (Permittee) as represented by James Wong.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified the Department on February 8, 2016 that Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC section 1603, the Department has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with the Agreement.

PROJECT LOCATION

The project is located within and adjacent to Little Bear Creek, in the County of San Joaquin, State of California; Latitude 38.031622°, Longitude -121.335158°; Section 8, Township 2N, Range 6E, U.S. Geological Survey (USGS) map Lodi South 7.5 minute quadrangle (Figure 1).

PROJECT DESCRIPTION

The project will widen Thornton Road from a two (2) to a four (4) lane roadway, with buffered bike lanes and a center turn lane. At the crossing of Little Bear Creek and Thornton Road, new culverts will be added extending existing culverts to accommodate the road widening. On the northeast side of the road, the new culverts will extend approximately ten (10) feet beyond the existing culverts and the culverts on the southwest side of the road will extend approximately five (5) feet beyond the existing
culverts. The culverts will be concrete box culverts that match the existing dimensions; culvert wing walls and rip rap will be installed to prevent scour and erosion.

No trees will be removed as part of this project.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: nesting birds and raptors, and common native and non-native terrestrial and aquatic species.

The adverse effects the project could have on the fish or wildlife resources identified above include: increase in erosion during construction; disruption to nesting birds and other wildlife; direct take of terrestrial species; disturbance from project activity; and temporary impediment to migration of terrestrial species.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to the Department personnel, or personnel from another state, federal, or local agency upon request.

1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.

1.3 Notification of Conflicting Provisions. Permittee shall notify the Department if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, the Department shall contact Permittee to resolve any conflict.

1.4 Project Site Entry. Permittee agrees that the Department personnel may enter the project site at any time to verify compliance with the Agreement.

1.5 Does Not Authorize “Take.” This Agreement does not authorize “take” of any listed species. Take is defined as hunt, pursue, catch, capture or kill or attempt to hunt, pursue, catch, capture, or kill. If there is potential for take of any listed species to
occur, the Permittee shall consult with the Department as outlined in FGC Section 2081 and shall obtain the required state and federal threatened and endangered species permits.

2. **Avoidance and Minimization Measures**

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

2.1 **Work Period.** Work within the bed, back, channel and riparian area shall be confined to the period August 1st to October 15th, in the years this Agreement is valid. Revegetation work is not subject to this work period.

2.2 **Work Period Modification.** If Permittee needs more time to complete the project activity, the work may be permitted outside of the work period by the Department representative who reviewed the project, or if unavailable, through contact with the Regional office (see below for contact information). Permittee shall submit a written request for a work period variance to the Department. The work period variance request shall: 1) describe the extent of work already completed; 2) detail the activities that remain to be completed; 3) detail the time required to complete each of the remaining activities; and 4) provide photographs of both the current work completed and the proposed site for continued work. The work period variance request should consider the effects of increased stream flows, rain delays, increased erosion control measures, limited access due to saturated soil conditions, and limited growth of erosion control grasses due to cool weather. Work period variances are issued at the discretion of the Department. The Department will review the written request to work outside of the established work period. The Department reserves the right to require additional measures to protect fish and wildlife resources as a condition for granting the variance. The Department will have ten (10) calendar days to review the proposed work period variance.

2.3 **Diversion Plan.** If flowing water is present or reasonably anticipated, the Permittee shall submit for approval a detailed water diversion/dewatering plan to the Department. Dewatering structures may include the use of sand bag, Port-a-dams, water bladder dams, K-rails or driven sheet metal coffer dams. The Department will review the proposed water diversion method, to approve the plan or provide the requirements for that approval. The Permittee may not commence the dewatering or diversion without the explicit approval from the Department.

2.4 **Work Period in Low Rainfall / Dry Weather Only.** The work period for project related activity shall be restricted to periods of low rainfall (less than ¼” per 24 hour period) and periods of dry weather (with less than a 20% chance of rain). All erosion control measures shall be initiated prior to all storm events. Revegetation, restoration and erosion control work is not confined to this work period. Permittee shall monitor the National Weather Service (NWS) 72-hr forecast for the project area. No work shall occur during a dry-out period of 24 hours after the above
referenced wet weather. Weather forecasts shall be documented upon request by the Department.

2.5 **Post Storm Event Inspection.** After any storm event, Permittee shall inspect all sites scheduled to begin or continue construction within the next 72 hours. Corrective action for erosion and sedimentation shall be taken as needed. National Weather Service 72 hour weather forecasts shall be reviewed prior to the start of any phase of the project that may result in sediment runoff to the stream, and construction plans adjusted to meet this requirement. The National Weather Service forecast can be found at: http://www.nws.noaa.gov.

2.6 **Demarcate Work Area Boundary.** Permittee or Designated Representative shall demarcate the outer perimeter of the work area to prevent damage to adjacent habitat and to provide visual orientation to its limits. Marking shall be in place during all periods of operation. All persons employed or otherwise working on the project site shall be instructed about the restrictions that the marking represents.

2.7 **Vegetation Removal.** Disturbance or removal of vegetation shall be kept to the minimum necessary to complete project related activities. Except for trees marked for removal on plans submitted to and approved by the Department, no native trees shall be removed or damaged without prior consultation and approval from the Department.

2.8 **Remove Cleared Material from Stream.** All trimmed or cleared material/vegetation shall be removed from the area and deposited where it cannot re-enter the stream.

2.9 **Staging and Storage Areas.** Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located more than one hundred (100) feet from the stream channel and banks. All equipment and fuel stored on site shall be bermed to contain any spilled material and shall be protected from rain. Berms shall consist of plastic covered dirt or sand bags.

2.10 **Operating Equipment and Vehicle Leaks.** Any equipment or vehicles driven and/or operated within or adjacent to the stream shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat.

2.11 **Stationary Equipment Leaks.** Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream shall be positioned over drip pans. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak.

2.12 **Toxic Materials.** Any hazardous or toxic materials that could be deleterious to aquatic life that could be washed into the stream shall be contained in water tight containers or removed from the project site.
2.13 **Spoil sites.** Spoil sites shall not be located where spoils may be washed back into the streams, or where it may cover aquatic or riparian vegetation.

2.14 **Stream Materials.** Rock, gravel, and/or other materials shall not be imported to, taken from or moved within the bed or banks of the stream except as otherwise addressed in this Agreement.

2.15 **Disturbed Soils.** Permittee shall stabilize all disturbed soils within the project site to reduce erosion potential, both during and following construction. Planting, seeding with native species, sterile seed mix, and mulching is acceptable. Where suitable vegetation cannot reasonably be expected to become established, non-erodible materials, such as coconut fiber matting, shall be used for such stabilization. Permittee shall ensure that no product containing plastic monofilament netting be used for erosion control.

2.16 **Best Management Practices.** Permittee shall actively implement best management practices (BMPs) to prevent erosion and the discharge of sediment into streams and lakes during project activities. BMPs shall be monitored daily and repaired if necessary to ensure maximum erosion and sediment control. All fiber rolls, straw waddles, and/or hay bales utilized within and adjacent to the project site shall be free of nonnative plant materials. Fiber rolls or erosion control mesh shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Non-welded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread.

2.17 **Nesting Birds.** To protect nesting birds, no project activities shall occur from March 1 through September 1 unless a nesting bird survey is completed by a qualified biologist, and no nesting birds are present within a 200' radius (500' for threatened and endangered species, and all raptors, including both diurnal and nocturnal species), unless otherwise approved by the Department. This Agreement does not allow the Permittee, any employees, or agents to destroy or disturb any active bird nest (Section 3503 Fish and Game Code) or any raptor nest (Section 3503.5) at any time of the year.

3. **Reporting Measures**

Permittee shall meet each reporting requirement described below.

3.1 **Notification of Project Initiation.** The Permittee shall notify the Department two (2) working days prior to beginning work within the streams or associated riparian habitat. Notification shall be submitted as instructed in Contact Information section below. Email notification is preferred.

3.2 **Notification of Project Completion.** Upon completion of the project activities described in this Agreement, the project activities within the streams and
associated riparian habitat shall be digitally photographed. Photographs shall be submitted to the Department within fifteen (15) days of completion. Photographs and project commencement notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred.

CONTACT INFORMATION

Any communication that Permittee or the Department submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or the Department specifies by written notice to the other.

To Permittee:

James Wong
City of Stockton
22 East Weber Avenue, RM 301
Stockton, CA 95202
Phone: (209) 937-8110
Email: James.Wong@stocktonca.gov

To the Department:

Department of Fish and Wildlife
North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670
Attn: Lake and Streambed Alteration Program
Notification #1600-2016-0032-R2
Phone: (916) 358-2885
Fax: (916) 358-2912
Email: R2LSA@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute the Department’s endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee’s alone.
SUSPENSION AND REVOCATION

The Department may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before the Department suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before the Department suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused the Department to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes the Department from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects the Department's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other federal, state, or local laws or regulations before beginning the project or an activity related to it.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC sections 2050 et seq. (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.
AMENDMENT

The Department may amend the Agreement at any time during its term if the Department determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by the Department and Permittee. To request an amendment, Permittee shall submit to the Department a completed Department “Request to Amend Lake or Streambed Alteration” form and include with the completed form payment of the corresponding amendment fee identified in the Department’s current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter the Department approves the transfer or assignment in writing. The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to the Department a completed Department “Request to Amend Lake or Streambed Alteration” form and include with the completed form payment of the minor amendment fee identified in the Department’s current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with FGC section 1605(b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement’s term. To request an extension, Permittee shall submit to the Department a completed Department “Request to Extend Lake or Streambed Alteration” form and include with the completed form payment of the extension fee identified in the Department’s current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). The Department shall process the extension request in accordance with FGC 1605(b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (FGC section 1605(f)).

EFFECTIVE DATE

The Agreement becomes effective on the date of the Department’s signature, which shall be: 1) after Permittee’s signature; 2) after the Department complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3)
after payment of the applicable FGC section 711.4 filing fee listed at https://www.wildlife.ca.gov/Conservation/CEQA/Fees.

TERM

This Agreement shall expire two (2) years from the date signed by the Department, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

EXHIBITS

The documents listed below are included as exhibits to the Agreement and incorporated herein by reference.

A. Figure 1 – Project Location
AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee’s behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

AUTHORIZATION

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify Department in accordance with FGC section 1602.

CONCURRENCE

The undersigned accepts and agrees to comply with all provisions contained herein.

FOR CITY OF STOCKTON

_________________________________________  Date

James Wong

FOR DEPARTMENT OF FISH AND WILDLIFE

_________________________________________  Date

Tina Bartlett
Regional Manager

Prepared by: Kyle Stoner
Environmental Scientist
Figure 1: Project Location