



PUBLIC WORKS DEPARTMENT

SPECIAL PROVISIONS
FOR

**WEBER POINT EVENTS CENTER
SHADE STRUCTURE
REHABILITATION – PHASE 1**

PROJECT NO. - WP22033

BID OPENS: FEBRUARY 17, 2022, 2 P.M.

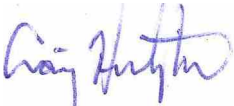
CONTRACTOR MUST HAVE CLASS “A” LICENSE

WEBER POINT EVENTS CENTER SHADE
STRUCTURE REHABILITATION – PHASE 1

PROJECT NO. – WP22033

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

CIVIL ENGINEERING



SIGNED: _____
Registered Structural Engineer

DATE: 1-26-22 _____



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**SPECIAL PROVISIONS FOR
WEBER POINT EVENTS CENTER SHADE STRUCTURE
REHABILITATION – PHASE 1
PROJECT NO. WD21004**

SPECIAL NOTES

1. Official bid documents including plans and specifications are available online at: http://www.stocktongov.com/services/business/bidflash/pw.html?dept=Public_Works

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

SECTION 1 SPECIFICATIONS AND PLANS

1-1.01 Specifications

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

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

1. Contract Change Order (Modifications or changes last in time are first in precedence)
2. Contract
3. Project Special Provisions
4. Project Plans
5. City Standard Specification
6. City Standard Drawings
7. Revised Caltrans Standard Specifications
8. Caltrans Standard Specifications
9. Revised Caltrans Standard Plans
10. Caltrans Standard Plans
11. Supplemental Project Information

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

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

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

In the event where provisions of codes, safety orders, contract documents, referenced manufacturer's specifications or industry standards are in conflict, the more restrictive and higher quality shall govern. Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these specifications, the Special Provisions, or the plans, the Contractor shall apply to the Engineer in writing for such further explanations as may be necessary and shall conform to them as part of the contract. All responses from the Engineer shall also be in writing. In the event of any doubt or question arising respecting the true meaning of these specifications, the Special Provisions or the plans, reference shall be made to the Engineer, whose decision thereon shall be final.

1-1.02 Contractor's Responsibility

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

1-1.03 Terms and Definitions

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

City or Owner -	City of Stockton
CA-MUTCD -	Latest edition of the California Manual on Uniform Traffic Control Devices and any amendments and revisions thereto
Director -	Director of Public Works, City of Stockton
Standard Specifications -	City of Stockton Latest Standard Plans and Specifications And any amendments and revisions thereto.
Caltrans Specifications -	Current and Latest State of California, Department of Transportation, and any amendments or revisions thereto.
Department -	Department of Public Works, City of Stockton
Engineer -	City Engineer, City of Stockton, acting either directly or through properly authorized Engineer, agents and consultants.
Working Day -	Defined as any eight (8) hour day, except as follows: Saturdays, Sundays, City-observed holidays, and other days the City is closed as shown on the City of Stockton Working Calendar, days on which the Contractor is prevented by inclement weather or conditions resulting immediately there from adverse to the current controlling operation or operations, as determined by the Engineer, from proceeding with at least 75 percent of the normal labor and equipment force engaged on that operation or operations for at least 60 percent of the total daily time being currently spent on the controlling operation or operations.

SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 General

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

SECTION 3 AWARD AND EXECUTION OF CONTRACT

3-1.01 Addendum and Bid Inquiries

The addendum and bid inquiries will be posted on the City website. An email notification will be issued to all registered plan-holders. It is the contractor's/sub-contractor's sole responsibility to register as a plan holder. If a firm is not registered as a plan holder, they will not receive the notifications about addendum/bid inquiries/other information related to the project. To register as a plan holder, please send an email to Miguel Mendoza at Miguel.Mendoza@stocktonca.gov referencing the project name. Bid inquiries will not be accepted within 5 calendar days of bid opening date.

3-1.02 Contract Award

Each prospective bidder shall be required to bid on all items. Failure to bid an item shall be just cause for considering the bid as non-responsive. The City reserves the right to reject all bids. The bidders must be responsible, and their bids must be responsive.

If the City awards the Contract, the basis of the award will be the responsible bidder with the **lowest bid** whose proposal complies with all requirements prescribed.

The contract shall be executed by the successful bidder and shall be returned, along with the contract bonds, so that it is received by the City within ten (10) working days after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address:

Attention: Amanpreet Grewal
City of Stockton
Public Works Department
1465 S. Lincoln Street
Stockton, CA 95206

3-1.03 Bid Protest

All parties wishing to file a protest shall comply with the procedures set forth below:

All protests regarding the bidding process or award, or intended award, of any contract must be submitted in writing to the City Attorney on or before 5:00 p.m. of the fifth business day following the opening of all bids, unless a different time period is specified in the Notice Inviting Bids or other bid solicitation documents. All protests must be addressed to:

City Attorney
City of Stockton
425 North El Dorado Street, 2nd Floor
Stockton, CA 95202

The party filing the protest must have submitted a bid for the work. A subcontractor of a bidder may not submit a bid protest.

The protest shall contain a complete statement specifying in detail the grounds of the protest and the facts in support thereof. The protest must be hand delivered or send via mail so that the City Attorney receives it within the time period set forth above. The protest documents must include the following:

- A complete statement of the factual and legal basis for the protest;
- The protest must include the name, address and telephone number of the person representing the protesting party; and
- The protesting party must concurrently transmit a copy of the written protest document and any attached documentation to all other bidders who may have a reasonable prospect of receiving the award depending on the outcome of the protest.

The procedure and time limits set forth herein are mandatory and the bidder's sole and exclusive remedy in the event of a protest. No bidder may bring an action or proceeding challenging the bidding process or any award, or intent to award, any contract unless the above procedures are followed. The failure of a party originating a protest to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a government code claim or legal proceeding. The City reserves the right to modify the bid protest procedures in the Notice Inviting Bids or other bid solicitation documents and to require any protesting party to submit additional or clarifying information or documentation in support of any protest.

3-1.04 Contract Execution

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Caltrans Specifications and these Special Provisions for the requirements and conditions concerning award and execution of the contract. Bid protests are to be delivered to the address noted above.

See following page

SECTION 4 BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

4-1.01 Beginning of Work

The Contractor shall perform and complete the proposed work in a thorough and workmanlike manner, and to furnish and provide in connection therewith all necessary labor, tools, implements, equipment materials and supplies.

Attention is directed to the provisions in Section 8-1.04B, "Standard Start," of the Caltrans Standard Specifications and these Special Provisions.

At no time shall construction begin without receiving notice that the contract has been approved by the City Attorney or an authorized representative. The Contractor shall follow the sequence of construction and progress of work as specified in Section 9-1.02, "Contractor Work Procedure," and Section 9-1.03 Prosecution and Progress" of these Special Provisions.

The Contractor shall diligently prosecute all work items to completion.

4-1.02 Time of Completion

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

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

The Contractor shall diligently prosecute the contract work to completion within eight (8) working days. The days to finish the punch list, provided by the City, are included in the Working Days.

Should the Contractor choose to work on a Saturday, Sunday, City Holidays or on a holiday recognized by the labor unions, the Contractor shall reimburse the City of Stockton the actual cost of engineering, inspection, testing, superintendent, and/or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the City, reimbursement will not be required.

The areas designated shall be repaired with the least amount of damage to the adjacent property. Contractor shall be responsible for the repair of adjacent property damaged by the contractor to the satisfaction of the City at no additional cost to the City.

Unless otherwise approved by the City, the installation of new sidewalk, curb, and gutter including, but not limited to, AC paving and clean up, shall be completed within five (5) working days at each location. At no time shall a work area be left opened and not completed over a weekend.

4-1.03 Liquidated Damages

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

The Contractor shall pay liquidated damages to the City of Stockton in the amount of **\$1,900** (One Thousand Nine Hundred Dollars) per day for each and every calendar day that the work remains incomplete after expiration of the contract working days specified in these Special Provisions. Liquidated damages assessment applies to base bid and bid alternate if awarded.

4-1.04

CITY OF STOCKTON HOLIDAY SCHEDULE FOR 2021

Monday, January 17, 2022	Martin Luther King, Jr.'s Birthday
Monday, February 14, 2022	Lincoln's Birthday Observance
Monday, February 21, 2022	Washington's Birthday
Thursday, March 31, 2022.....	Cesar Chavez Day
Monday, May 30, 2022	Memorial Day
Monday, July 04, 2022	Independence Day Observance
Monday, September 05, 2022	Labor Day
Monday, October 10, 2022.....	Columbus Day
Friday, November 11, 2022	Veteran's Day Observance
Thursday and Friday, Nov 24 and 25, 2022.....	Thanksgiving Holidays
Monday, December 26, 2022.....	Christmas Day Observance

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

See following page

SECTION 5 GENERAL

5-1.01 Understanding of Conditions

Bidders will be required to carefully examine these Special Provisions and attachments to judge for themselves as to the nature of the work to be done and the general conditions relative thereto and the submission of a proposal hereunder shall be considered prima-facie evidence that the bidder has made the necessary investigation and is satisfied with respect to the conditions to be encountered, the character, quantity and quality of the work performed.

Bidders must be thoroughly competent and capable of satisfactorily performing the work covered by the proposal, and when requested, shall furnish such statements relative to previous experience on similar work, the plan or procedure proposed, and the organization and the equipment available for the contemplated work, and any other as may be deemed necessary by the Project Engineer in determining such competence and capability.

It shall be understood that the Contractor shall be required to perform and complete the proposed work in a thorough, workmanlike and professional manner, and to furnish and provide in connection therewith all necessary labor, tools, equipment, materials and supplies. The Contractor is responsible to take all necessary precautions and use best practices in the industry to perform all work require completing the project.

5-1.02 Location

Weber Point Events Center – 221 N Center St, Stockton, CA 95202

5-1.03 Partial Payment

The five percent (5%) retention withheld of all construction payments will remain with the City until thirty-five (35) calendar days after the date the Notice of Completion is recorded.

5-1.04 Guaranty/Warranty

The work furnished under these specifications shall be guaranteed for a period of one (1) year from date of acceptance by the Engineer thereof against defective materials, equipment and workmanship. Upon receipt of notice from the City of failure of any part of the materials, equipment, or workmanship during the guaranty period, the affected part or parts shall be replaced with new material and/or equipment, and at the expense of the Contractor within two weeks of the Engineer's notification date.

5-1.05 Construction Control

The City reserves the right to order discontinuance of any equipment in use. This will be determined at the discretion of the Engineer on the basis that the use of said equipment would prohibit obtaining the best possible result.

Additional operated equipment may be requested by the Engineer for the above reasons. Failure to comply with the Engineer's request concerning equipment use or removal will be deemed sufficient cause for shutting down all work until the requirements are met. Days lost for this type of shutdown will be charged as workable days.

5-1.06 Inspection

All work under this contract shall be under the control and inspection of the Engineer or his/her appointed representative. The Contractor shall be responsible for notifying the Engineer forty-eight (48) hours in advance of all stages of construction to arrange for inspection. The Contractor/sub-contractor shall report to the Engineer before starting the work on each working day.

5-1.07 Environmental Protection

The Contractor shall be responsible for all applicable permits, licenses and fees required for the construction and completion of the project.

Any Contractor or person engaged in activities that will or may result in pollutants entering the City storm drainage system shall undertake all practicable measures to reduce the introduction of such pollutants. The Contractor shall be fully responsible for removing the materials out of the storm system irrespective of its condition before the construction work.

The Contractor shall follow Caltrans' best management practices regarding environmental protection and comply with all City regulations, ordinances, and City Storm Water Quality Control Criteria Plan. It is available for download at:

<http://www.stocktongov.com/government/departments/municipalUtilities/utilStorm.html>

The Contractor shall winterize the project and apply the proper protected measures at all existing drain inlets within the project boundary and maintain them through the winter season.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in environmental protection shall be included in the various bid items and no additional compensation will be made therefore.

5-1.08 Encroachment Permit from City, County, Utilities, Railroads and Others

Attention is directed to Section 5-1.20B, "Permits, Licenses, Agreements, and Certifications," of the Caltrans Specifications and these Special Provisions. The following is not an all-inclusive list of the required permits and/or licenses, if applicable:

- Encroachment Permit. City of Stockton encroachment permit is not required for this project.
- Contractor's License. Contractor shall possess a valid California Class A Contractor License at the time of bid and maintain it throughout the duration of the contract.
- Business License. Contractor shall possess a valid City of Stockton business license prior to the execution of the contract and maintain it throughout the duration of the contract.
- Construction Notification - Dust Control (if applicable). The Contractor is responsible for the preparation and submittal of the San Joaquin Valley Air Pollution Control District Construction Notification Form. The form and more information can be found at the following web site: <http://www.valleyair.org>.
- Submit the Construction and Demolition (C&D) Debris Recycling Report within 60 days of construction or demolition project completion. The completed form must be accompanied by the official weight tags or receipts verifying the information provided in the report and must be submitted to the City of Stockton Public Works Department, Solid Waste Division, 22 E. Weber Ave. Room 301, Stockton, CA 95202. Failure to provide the C&D Debris Recycling Report form will result in a 5% withholding of the contract amount.
- Construction Water (if applicable). A water meter is required for the use of City water for construction. A similar permit and water meter and its fees are required from California Water Service, if the water is taken from the fire hydrant located in their service area. The Contractor is responsible for obtaining a permit for water from California Water Service, as applicable, for construction water obtained from a City hydrant. This permit shall be approved by the City of Stockton Fire Department and Contractor is required to pay all fees for said permit.

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

5-1.09 Schedule

Attention is directed to Section 8-1.02, "Schedule" of the Caltrans Specifications and these Special Provisions. The Contractor shall submit a P6 construction schedule to the Engineer for review and approval. Construction schedule must be approved before the start of any construction.

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

5-1.10 Property Preservation/Existing Facilities

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

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases, natural gas in pipelines 6 inches or greater in diameter or pipelines operating at pressures greater than 60 pounds per square inch (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 V, either directly buried or in duct or conduit which do not have concentric grounded or other effectively grounded metal shields on sheaths.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least two (2) working days, but not more than fourteen (14) calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include but are not limited to the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	1-800-642-2444 1-800-227-2600
Underground Service Alert-Southern California (USA)	1-800-422-4133 1-800-227-2600

The Contractor shall verify the horizontal and vertical locations of all existing utilities prior to start of construction. The Contractor shall be responsible for the repair and replacement of these or any other facilities damaged during construction. The Contractor shall notify Underground Services Alert (USA) to have existing facilities marked in the field.

If unknown existing facilities are encountered, the Contractor shall notify the Engineer in writing of the situation, request coverage of the work as extra work, and aid the Engineer in determining due diligence.

Payment for complying with this Special Provision shall be included in the various other items of work, and no additional compensation will be allowed therefore.

5-1.11 Site Maintenance and Cleanup

The Contractor shall maintain the work sites in a neat and orderly manner throughout construction. If, in the determination of the Project Inspector, the Contractor has not adequately maintained a clean, neat and orderly work site, the Contractor may be required to pay to the City of Stockton the sum of two hundred fifty dollars (\$250) per work site. The work shall be conducted in a manner that will control dust. When ordered to provide dust control, the Contractor shall provide a vacuum sweeper to reduce the dusty conditions to the satisfaction of the Project Engineer. A permit shall be obtained from both the City Permit Center and California Water Service Company for construction water that is obtained from a fire hydrant. During and upon completion of construction, the Contractor shall remove all equipment, debris, and shall leave the site in a neat and clean condition to the satisfaction of the Project Engineer. Full compensation for Site Maintenance and Cleanup shall be considered as included in the price paid for the various items of work and no separate payment will be made, therefore.

5-1.12 Pre-construction Meeting

The Engineer will schedule a pre-construction meeting with the Contractor following award of the contract and prior to commencing. Full compensation for any activity associated with this work shall be included in the prices for the various contract items of work, and no additional compensation will be allowed therefore.

5-1.13 Submittals

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

NO	SUBMITTAL	DEADLINE
1	DAS 140 (if applicable)	Prior to Notice to Proceed
2	DAS 142 (if applicable)	Prior to Notice to Proceed
3	Local Hire Employment Ordinance – Good Faith Effort (if applicable)	Prior to Notice to Proceed
4	Monthly Local Employment Ordinance Compliance Report (if applicable)	During Construction
5	Stabilization & Demolition Procedure Plan	Prior to Notice to Proceed
6	5/8-inch diameter Stabilization Cable	Prior to Notice to Proceed
7	Emergency Contacts / Authorized Representatives	Prior to Notice to Proceed
8	Project Schedule (Critical Path Method)	Within 20 Days of Contract Execution
9	Construction and Demolition Debris Recycling Report	Post Construction
10	City of Stockton Business License	Prior to Notice to Proceed
11	City of Stockton Encroachment Permit & all other applicable permits (Contractor is responsible to pay all fees associated with said permits)	Prior to Notice to Proceed
12	Public Notifications - Flyers, News Release letter, etc. (if applicable)	Prior to Notice to Proceed

The Contractor shall transmit each submittal to the Engineer for review and approval with the submittal form approved by the Engineer. Submittals shall be sequentially numbered on the submittal form. Resubmittals shall be identified with the original number and a sequential resubmittal suffix letter. The original submittal shall be numbered X. The first resubmittal shall be numbered X-a and so on. Identify on the form the date of the submittal, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and/or special provision number, as appropriate. The Contractor shall sign the form certifying that review, approval, verification of Products required (if any), field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and contract documents. Any incomplete submittals will be returned for resubmittal.

Schedule submittals to expedite the Project, and deliver to Engineer at the Engineer's office, see Section 10-9.02, "Contractor Work Procedure," of these Special Provisions.

For each submittal for review, allow four (4) calendar days excluding delivery time to and from the Contractor. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work. When revised for resubmission, identify all changes made since previous submission. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

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

Within ten (10) calendar days after Contract Award, submit all required submittals for review and approval.

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

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

If a submittal is returned to the Contractor marked "MAKE CORRECTIONS NOTED," formal revision and resubmission of said submittal will be required.

Full compensation for conforming to the requirements of this section shall be considered included in the various bid items of work and no additional compensation will be considered therefore.

5-1.14 Unsatisfactory Progress

If the number of working days charged to the contract exceeds 75 percent of the working days in the current time of completion and the percent working days elapsed exceeds the percent work completed by more than 15 percentage points, the City will withhold 10 percent of the amount due on the current monthly estimate.

The percent working days elapsed will be determined from the number of working days charged to the contract divided by the number of contract working days in the current time of completion, expressed as a percentage. The number of contract working days in the current time of completion shall consist of the original contract working days increased or decreased by time adjustments approved by the Engineer.

The percent work completed will be determined by the Engineer from the sum of payments made to date plus the amount due on the current monthly estimate, divided by the current total estimated value of the work, expressed as a percentage.

When the percent of working days elapsed minus the percent of work completed is less than or equal to 15 percentage points, the funds withheld shall be returned to the Contractor with the next monthly progress payment.

Funds kept or withheld from payment, due to the failure of the Contractor to comply with the provisions of the contract, will not be subject to the requirements of Public Contract Code 7107 or to the payment of interest pursuant to Public Contract Code Section 10261.5.

5-1.15 Noise Control Requirements

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

The noise level from the Contractor's operations, between the hours of 8:00 p.m. and 6:00 a.m., shall not exceed 86 dBA at a distance of fifty (50) feet. This requirement shall not relieve the Contractor from responsibility for complying with other ordinances regulating noise level.

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

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

5-1.16 Dust Control

Dust control shall conform to any requirements set forth in the San Joaquin Valley Air Pollution Control District Construction Notification Form, see Section 5-1.11, "Permits," of these Special Provisions and Section 14-11.04, "Dust Control," of the Caltrans Specifications.

Use of water except for recycled, reclaimed, or other non-potable water for the purpose of dust control or other construction use is prohibited, unless for health or safety purposes. All dust control operations shall be performed by the Contractor using a vacuum sweeper at the time, location and in the amount ordered by the Engineer. The application of either water or dust palliative shall always be under the control of the Engineer. Watering shall conform to the provisions of Section 10-6, "Watering," of the Caltrans Specifications and these Special Provisions.

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

5-1.17 Relations with California Regional Water Quality Control Board

This project lies within the boundaries of the Central Valley Regional Water Quality Control Board (RWQCB). The State Water Resources Control Board (SWRCB) has issued to the City a permit that governs storm water and non-storm water discharges from City properties, facilities, and activities. The City's permit is entitled "Order No. R5-2007-0173, NPDES No. CAS083470, Waste Discharge Requirements City of Stockton and County of San Joaquin Stormwater Discharges From Municipal Separate Storm Sewer System San Joaquin County Copies of the permit may be obtained at: <http://www.stocktongov.com/government/departments/municipalUtilities/util.html>

The NPDES permits that regulate this project, as referenced above, are collectively referred to in this section as the "permits.". This project shall conform to the permits and modifications thereto. The Contractor shall maintain copies of the permits at the project site and shall make them available during construction.

The Contractor shall know and comply with provisions of Federal, State, and local regulations and requirements that govern the Contractor's operations and storm water and non-storm water discharges from the project site and areas of disturbance outside the project limits during construction. Attention is directed to Sections 7-1.02, "Laws" 5-1.36, "Property and Facility Preservation," 7-1.05, "Indemnification," of the Caltrans Specifications.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to water pollution control work. The Contractor and the City shall provide copies of correspondence, notices of violation, enforcement actions, or proposed fines by regulatory agencies to the requesting regulatory agency.

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

5-1.18 Increased or Decreased Quantities

The City reserves the right to make such alterations, deviations, additions to, or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work or to omit any item or portion of the work, as may be deemed by the Engineer to be necessary or advisable and to require such extra work as may be determined by the Engineer to be required for the proper completion or construction of the whole work contemplated, without adjustment in the unit price as bid. Section 9-1.06B and Section 9-1.06C of the Caltrans Standard Specifications shall not apply.

5-1.19 Changes and Extra Work

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

Any such extra work will be outlined in a contract change order, which will specify the work to be done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A contract change order will not become effective until approved by the City Manager and / or City Council.

The Contractor shall do the extra work and furnish labor and equipment therefore upon receipt of an approved contract change order or other written order of the Engineer. In the absence of an approved contract change order or other written order of the Engineer, the Contractor shall not be entitled to payment for the extra work.

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

Payment for extra work required to be performed pursuant to the provisions in this section, in the absence of an executed contract change order, will be made by force account as provided in Section 9-1.04 "Force Account" of the Caltrans Specifications; or as agreed to by the Contractor and the Engineer.

5-1.20 Notice of Potential Claim

The Contractor shall not be entitled to the payment of any additional compensation for any cause, or for the happening of any event, thing, or occurrence, including any act or failure to act, by the Engineer, unless s/he has given the Engineer due written notice of potential claim as hereinafter specified, provided, however, that compliance with this section shall not be a prerequisite for matters within the scope of the protest provisions under "Changes" or "Time of Completion" or within the notice provisions in "Liquidated Damages" not to any claim which is based on differences in measurements or errors of computation as to Contract quantities. The written notice of potential claim shall set forth the items and reasons which the Contractor believes to be eligible for additional compensation, the description of work, the nature of the additional costs and the total amount of the potential claim. If based on an act or failure to act by the Engineer, written notice for potential claim must be given to the Engineer prior to the Contractor commencing work; in all other cases, written notice for potential claims must be given to the Engineer within fifteen (15) days after the happening of the event, thing or occurrence giving rise to the potential claim.

It is the intention of this section that potential differences between the parties of this Contract be brought to the attention of the Engineer at the earliest possible time appropriate action may be taken and settlement may be reached. The Contractor hereby agrees that s/he shall have no right to additional compensation for any claim that may be based on any act or failure to act by the Engineer or any event, thing or occurrence for which no written notice of potential claim was filed.

5-1.21 Stop Notice Withholds

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

"The City of Stockton, by and through the Department of Public Works, may at its option and at any time retain out of any amounts due the Contractor, sums sufficient to cover claims, filed pursuant to Section 3179 et seq. of the Code of Civil Procedures."

SECTION 6 **BLANK**

SECTION 7 MEASUREMENT AND PAYMENT

7-1.01 General

Attention is directed to Section 9 "Payment" of the Caltrans Specifications, and these Special Provisions. All measurements and payments for this work shall conform to all applicable provisions on Section 7 of these Special Provisions and Section 9 "Payment" of the Caltrans Specifications.

Payment for those items of work required to complete the work as specified herein, but not shown as separate bid items on the bid schedule, shall be deemed as included in the other items of work, and no additional compensation will be allowed therefore.

All materials designated to be removed shall become the property of the Contractor, unless otherwise noted, and shall be disposed in accordance with local, State, and Federal laws and ordinances.

Full compensation for disposal of materials and performing the work in these Special Provisions shall be included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefore.

7-1.02 Payments

BID ITEM LIST

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
1	Shade Structure Stabilization & Demolition (as per approved plans)	1	LS		

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

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

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

Schedule of Measurement and Payment

1. Shade Structure Stabilization & Demolition (as per approved plans): paid by lump sum. Includes providing all labor, tools, materials, transportation, equipment, fuel, and power required to successfully complete the Weber Point Events Center Shade Structure Rehabilitation – Phase 1 project & other associated work as per the approved plans.

This includes full compensation for cost associated to, but not limited to the following:

- Mobilization
- Stabilization and demolition of shade structure as per the approved plans
- Removal and disposal of waste material from the site

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