



PUBLIC WORKS DEPARTMENT

SPECIAL PROVISIONS

EMERGENCY ON-CALL TREE SERVICES

PROJECT NO. OM-22-051

Mandatory Job Walk: N/A

Bid Opens: Thursday, April 28, 2022 2 p.m.

CONTRACTOR MUST HAVE A CLASS "C-61" and "D-49" LICENSE

Emergency On-Call Tree Services
Project No. OM-22-051

1.0 GENERAL DESCRIPTION OF WORK

The City of Stockton is seeking bids from State licensed contractors for a multi-year contract for emergency on-call tree services as set forth herein, in compliance with all applicable laws, regulations, policies and procedures. The work described herein is for emergency tree services, including disposal, throughout the City of Stockton. The contractor shall provide all necessary labor, tools, equipment, materials, and incidentals to competently complete the work and properly dispose of all materials generated according to the most recent “Best Practices” of the industry. The contractor shall be responsible for providing a crew with equipment during the weekdays, weekends, holidays and at all hours (24 hour per day, 7 days per week) to address tree related emergencies. Rates provided by the contractor in the bid schedule shall apply to all hours of the day, and all days of the week, including holidays. Work locations may include, but not be limited to, residential front yards, “park way strips” between the sidewalk and curb, landscaped street right of way and tree wells. The work will include emergency on-call tree services consisting of a variety of tasks including, but not limited to, clearing of City right of way, disposal of materials and notification of City staff. The selected contractor will work closely with City staff. The quantities in the bid schedule are estimated annual amounts. The actual amount paid will depend on the amount of work performed.

2.0 SCOPE OF WORK

- Contractor shall provide a standard crew and equipment to respond to tree related emergencies. The minimum crew size is to be three (3) crew members and one (1) lead person, a chipper van, chipper and an aerial lift truck and/or front loader. In the event a crane is required, contractor will provide the crane and operator. Crane operator may be one of the standard crew members referenced above; however, crane operator must be certified as recognized by the National Commission for the Certification of Crane Operators (NCCCO).
- Contractor will be provided with the emergency locations via telephone by a City authorized representative (City Supervisor, Parks Manager or Fire Communication staff) and will perform tree services as requested by City staff. Emergency response time will be within one (1) hour of receipt of call from City staff, and City staff calls may be at any time of day, 7 days per week, holidays included. The contractor shall not charge more than 1-hr time for any City staff call that is cancelled by the City, regardless of status of dispatch of the Contractor’s crew.
- Tree services shall include, but not be limited to, removal of downed tree or limbs from City property, downed trees or tree limbs blocking a right-of-way area, on a vehicle, blocking access to a home or business, on a house or broken and hanging limbs. Contractor will assess the affected area and perform services to ensure public safety.

- Contractor will provide City representative with a twenty-four (24) hour emergency phone number.
- Contractor shall be required to provide all necessary traffic control during the course of all emergency work as shown in Section 9.0, Traffic Control and subject to City approval. Should the work involve any high voltage power lines or any utility lines the contractor shall be required to notify the responsible utility company.
- Contractor shall comply with all federal, state and local safety regulations.
- Contractor shall hold a valid, current and active C-61/D-49 Contractor's license.
- Contractor shall submit invoices every two weeks to the City representative/project manager. Invoices will be paid within 30 days of approval by City staff.
- The initial term of the contract will be for three (3) years with up to two (2) one-year renewals for a total contract term not to exceed five (5) years.

3.0 MATERIALS

Materials shall include, but not be limited to, all labor, materials, and equipment required for tree work.

4.0 LICENSING

A Class C-61 Limited Specialty and Class D-49 Tree Service license issued by the California Contractors State License Board is required for this project.

Any professional certifications or licenses that may be required will be the sole cost and responsibility of the successful bidder.

Contractor shall possess a City of Stockton Business License. Contractor is not required to have the business license to bid on this work. The contractor selected to perform this work must obtain a City of Stockton Business License prior to a purchase order being issued for this work.

5.0 CONTRACTOR QUALIFICATIONS

Contractor shall have adequate equipment and employ adequate staff to perform the described work.

5.0.1 Minimum Age Requirement: All employees of the Contractor must be a minimum of 18 years of age.

5.0.2 Conflict of Interest: The Contractor shall not employ any person who is an employee of the City if the employment of that person would create a conflict of interest.

5.0.3 Contractor Responsibilities

The Contractor shall employ only competent and skilled workers for work under this project. The City shall, throughout the life of this project, have the right of reasonable rejection and/or approval of staff assigned to the work by the contractor. If the City rejects one of Contractor's staff, the Contractor must provide replacement staff satisfactory to the City at no additional cost to the City. If, in the opinion of the City, any Contractor employee who is incompetent, disorderly, refuses to perform in accordance with the specifications, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, shall be removed immediately from work under this project upon request of the City.

The Contractor shall appoint a Project Manager who shall be responsible for the performance of the work and an alternate(s) who shall act for the Contractor when the Project Manager is absent. The names of these persons shall be designated in writing to the City. For this work, the term "Project Manager" shall include the alternate as specified above. The Project Manager, or their designee/alternate, shall be available during normal business hours to meet with City representative(s) to discuss any problem areas. Contractor shall provide contact information for both the Project Manager and alternate. The Project Manager shall have a telephone/pager to permit timely contact by the City. The Project Manager must respond to a call/page within 30 minutes.

Contractor acknowledges it is an independent contractor and shall not for any purpose be deemed to be an employee, agent, or other representative of the City. Contractor shall not assign, sublet, transfer or otherwise substitute its interest in this work, or any of its obligations, without the prior written consent of the City. It is the intent of these specifications that all work is to be performed by Contractor's forces.

No unauthorized person or persons not employees of the Contractor (i.e., spouse, children, brother, sister, friends, etc.) shall be allowed within the immediate work area during the performance of services under this project.

Wherever work is being performed, Contractor shall have a designated person at the work site that has the authority to respond to the City Administrator and/or any citizens about work details or priorities. This designated person shall be able to accurately and effectively communicate any essential information.

Contractor shall provide supervision to assure that tasks are performed to the standards set forth herein. Contractor is solely responsible for the day-to-day supervision and control of

Contractor's employees. Personal supervision is not required provided that equipment or other means are provided that enables the work crews to communicate with the Contractor at all times.

Contractor shall employ a sufficient number of staff to ensure performance of the work described. All work shall be performed by experienced staff directly employed by the Contractor. The Contractor shall provide management and technical supervision through competent supervisors as required to implement modern methods and any newly developed procedures. The contractor shall be responsible for the skills, methods, and actions of Contractor's employees and all work.

5.0.4 Illness and Injury Prevention Program: Contractor shall have an Illness and Injury Prevention Program.

5.0.5 Quality Assurance / Quality Control Program: Contractor shall have a quality assurance/quality control program that includes procedures that are required to ensure that work is being internally inspected and that all work is performed in accordance with proper professional practice. The Contractor's quality assurance/quality control program and on-site work shall be subject to review, inspection and approval by the City representative who may withhold payment for any work found to have been performed unprofessionally, at the sole discretion of the City representative.

5.0.6 Inventory of Materials: Contractor shall have adequate inventory of materials used in the performance of this project. Contractor shall provide all supplies necessary to accomplish the required services. Materials and supplies shall conform to project requirements and industry standards for the type of work being performed.

5.0.7 Standards of Performance

Contractor is expected to provide the highest level of quality compatible with practices and modern techniques accepted by the industry. The Public Works Director or designee(s) shall be the sole judge as to whether Contractor's work conforms to the specifications.

Contractor and Contractor's personnel shall present a neat appearance. Contractor and Contractor's employee(s) shall wear a uniform which clearly identifies the Contractor's company and the employee.

Contractor's vehicles shall be clearly marked with the Contractor's company name and logo and Contractor's license #.

Contractor shall provide at their own risk, all labor, materials, supervision, tools, equipment, insurance, storage, transportation, loading, hauling, dumping, proper protection and all other items needed, or as directed to perform the work described in these specifications.

Contractor shall appoint a person (Supervisor) acting as Foreman, Senior Lead Person, or Supervisor, or him/herself to oversee all work crews at all times while performing work under this project. Personal supervision by the Supervisor is not required provided that equipment or other means are provided that enables the work crews to communicate with the Supervisor at all times. Each work crew shall have a designated person on the work site that has the authority to respond to inquiries from any citizens encountered during the course of work and be able to communicate with the Public Works Director, City Administrator or other representative about work details and/or priorities. This designated person shall be able to accurately and effectively communicate any information essential to the operation of the organization.

All work shall be performed with the utmost concern for safety of both the workers and the public. Contractor is expected to be familiar with all areas and locations of the work and if they are not, shall have those questions answered before commencing work on this project.

6.0 WORKMANSHIP

Contractor is expected to respect all parties they encounter. Contractor shall perform work to the satisfaction of the Public Works Director or Designee(s). The Contractor shall cooperate with the Public Works Director or Designee(s) to enable determination of project compliance. If any work does not meet the standards specified, the Contractor will be responsible for correcting such deficiencies within five (5) working days or as directed by the Public Works Director or Designee(s). Corrections shall be at no additional cost to the City of Stockton. Contractor is expected to use additional personnel for corrections. There shall be no delay of regular maintenance to complete corrections.

7.0 DAMAGE TO IMPROVEMENTS AND PROTECTION OF PROPERTY

Contractor shall be held responsible for the preservation and protection of all public and private property and improvements adjacent to the work area and shall exercise due caution to avoid and prevent any damage to adjacent property and/or improvements. Should any direct or indirect damage or injury result to any public or private property or to any persons encountered in the course of work on account of any act, omission, neglect, or misconduct in the execution of the work, or as a consequence of non-execution thereof on the part of the Contractor or any of their employees or agent, such property or person shall be restored and made whole at the expense of the contractor.

Where personal property may be affected by Contractor's operations that the Contractor cannot effectively protect, Contractor shall notify the potentially affected property owner(s) prior to the operations to take steps to protect the personal property. Contractor shall notify City within 24 hours of any damage to any City or private amenities/improvements/property caused by Contractor.

Contractor shall take all reasonable measures to prevent accidental spills of fuel or oil for Contractor's equipment. In the event of such spill, immediately remove all spilled material, properly dispose of the spilled material and any material used in clean-up/absorption of the spilled material, and, if necessary, notify the proper authorities in accordance with applicable law.

8.0 SAFETY

Contractor shall be solely responsible for the safety and welfare of all Contractors' personnel performing work under this project. Contractor is solely responsible for advising and educating all personnel to the health hazards associated with this work prior to personnel commencing work under this project. Contractor shall have an injury and illness prevention program (IIPP) and shall provide a copy of the program with their bid.

All work shall be performed with the utmost concern for safety of both the workers and the public. Where necessary, contractor shall barricade or temporarily close to the public those areas where work is being performed.

9.0 TRAFFIC CONTROL

Attention is directed to Part 6 of the California Manual on Uniform Traffic Control Devices (MUTCD), Sections 7-1.03, "Public Convenience", 7-1.04, "Public Safety", and 12, "Temporary Traffic Control", of the Caltrans Specifications. Nothing in these bid documents shall be construed as relieving the Contractor from the responsibilities specified in these sections.

Lane closures shall conform to Section 9.0.1 Traffic Lane and Sidewalk Closure of this document.

The Contractor shall furnish, and maintain in good working order, all barricades and flashers, and provide flaggers as necessary to protect pedestrians, bicyclists, and vehicular traffic.

The Contractor shall provide adequate and continuous ingress and egress for all adjacent properties; except for the limited period of time it is necessary to perform work at a specific property. The Contractor shall diligently prosecute all work directly impacting businesses to completion. The Contractor shall coordinate limited closures with tenants or owners, as required by these bid documents, and as directed by the Engineer.

9.0.1 Traffic Lane and Sidewalk Closures

Lanes and sidewalks may be closed only as necessary to perform work at a specific property. Except for work required under Section 7-1.03 "Public Convenience" and Section 7-1.04, "Public Safety" of the Caltrans Specifications, work that interferes with public traffic shall be performed only as indicated. Traffic lane and sidewalk closures shall conform to the MUTCD requirements.

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

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

Also, the Contractor shall provide adequate signing, barricades and flashers or portable flashing beacons, flaggers, and other equipment and personnel necessary to adequately control and direct traffic in a safe manner. The Contractor shall maintain all barricades, flashers and detour signs twenty-four (24) hours a day.