



# PUBLIC WORKS DEPARTMENT

SPECIAL PROVISIONS

FOR CONSTRUCTION OF

## **CITYWIDE TREE REMOVAL AND STUMP GRIND, PROJECT NO. WD22053**

**Mandatory Job Walk: N/A**  
**Bid Opens: Thursday, December 1, 2022,**  
**2 p.m.**

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

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# **SPECIAL PROVISIONS FOR TREE REMOVAL AND STUMP GRIND PROJECT NO. WD22053**

## **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](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 plans and specifications.

## **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. Addenda to Contract Agreement
3. Contract Agreement
4. Permits
5. Notice Inviting Bids and Instructions to Bidders
6. Addendums and Letter of Clarification
7. Special Provisions
8. Project Drawings
9. City of Stockton Standard Specifications
10. City of Stockton Standard Drawings
11. Caltrans Standard Plans and Specification

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 revision 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, Dept. 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.stocktongov.com/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 e-mail 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 e-mail to Katrina Cooper at [Katrina.Cooper@stocktonca.gov](mailto:Katrina.Cooper@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: Adriana Garibay  
City of Stockton  
Public Works Department  
1465 S. Lincoln Street  
Stockton, CA 95206

*see following page*

### **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, 2<sup>nd</sup> 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.

## **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 **one hundred twenty (120) 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.

*See following page*



**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 **\$620.00** (Six Hundred Twenty 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 alternate bid if awarded.

In addition, the Contractor shall pay the following sums for the associated liquidated damages:

Failure to provide and/or non-compliance to or violation of accepted construction scheduling and/or phasing, per Section 5-1.08 and 5- 1.12	\$250.00	per each calendar day
Failure to provide and/or non-compliance with accepted Traffic Control Plans per Section 5-1.08	\$250.00	per each calendar day
Failure to provide adequate Project Site Maintenance 24/7, per Sections 5-1.08, and 5-1.17	\$250.00	per each calendar day
Failure to provide appropriate driveway access and pedestrian access, per Section 5-1.09, and 5-1.10	\$250.00	per each half-hour delay
Failure to follow proper procedure for storage of equipment and/or materials in public streets, per Section 5-1.26	\$250.00	per each calendar day/incident
Failure to provide adequate advance notices to RTD, Fire Com, Police, Schools for sidewalks and lane closures	\$500.00	per each day/incident

**4-1.04 CITY OF STOCKTON HOLIDAY SCHEDULE FOR 2022**

- 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
- Monday, May 30, 2022... ..... Memorial Day
- Monday, July 04, 2022..... Independence Day
- Monday, September 05, 2022..... Labor Day
- Monday, October 10, 2022 ..... Columbus Day
- Friday, November 11, 2022..... Veteran's Day
- Thursday and Friday, November 24 and 25, 2022... ..... Thanksgiving Holidays
- Monday, December 26, 2022..... Christmas Day Observance
- Monday, January 2, 2023... ..... New Year's Day Observance

Similar holidays are scheduled in year 2023.

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.

## **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**

See attached list of locations, which include the trees breast diameter height, estimated quantities, and other details.

### **5-1.03 Partial Payment**

The five percent (5%) retention withheld of all construction contract payments will remain with the City until thirty-five (35) calendar days after the date the Notice of Completion was 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 Maintaining Public Convenience and Safety**

Attention is directed to Section 7-1.03, "Public Convenience," Section 7-1.04, "Public Safety," and 12, "Temporary Traffic Control," of the Caltrans Standard Specifications and these Special Provisions. Adequate ingress and egress shall be maintained through the site for residents, police, fire, and other emergency vehicles. The Contractor shall provide the City with an Emergency Contacts List which includes the name and telephone number (business, home, and mobile) of three (3) representatives available at all times for the duration of the contract.

Contractor shall furnish, install and maintain as required by the Engineer, CMS boards and construction area signs at the beginning and end limits of project streets. The CMS boards and construction areas signs shall stay at projects sites and be maintained by the Contractor until the final phase of the construction. All traffic plans shall conform to the applicable provisions of the latest and amended "California Manual on Uniform Traffic Control Devices" (2014). The Contractor shall submit a construction area traffic control/detour plan for approval by the Engineer before the commencement of any work. Traffic control/detour plan shall show the placement of signs, barricades, delineators, and other traffic control devices required by Contractor's operation. Traffic Control plans shall be designed and stamped by a licensed Traffic or Civil Engineer and submitted to the Engineer for review and approval.

The Contractor shall furnish, install, and maintain in good working order all cones, delineators, barricades, arrow boards, direction signs, and flashers until project completion. All safety devices, their maintenance, and use shall conform to the latest requirements of OSHA. It shall be the complete responsibility of the Contractor to protect persons from injury and to avoid property damage. Whenever required, flagmen shall be provided to control traffic. The Contractor shall provide for the proper routing of vehicles and pedestrian traffic in a manner that will hold congestion and delay of such traffic to a practicable minimum by furnishing, installing, and maintaining all necessary temporary signs, barricades and other devices and facilities as approved by the Engineer. As the work progresses, the Contractor shall relocate such devices and facilities as necessary to maintain proper routing. Unless otherwise specified, upon conclusion of the need therefore, all temporary

traffic routing devices and facilities shall be removed from the site of the work by the Contractor within 48 hours of completion of construction at that site.

The Contractor is allowed only one (1) lane-closure in each direction during daytime. Each traffic lane shall not be less than twelve (12) feet wide, unless approved by the Engineer in writing. Any deviations from the approved traffic control plan, however minute, must be notified to and approved by the Engineer.

Lane closures for all items of work are allowed only during **8:30 AM to 4:30 PM**. The Engineer may restrict or alter the hours of work on a particular street due to traffic or other considerations.

Full compensation for conforming to the requirements of this section shall be included in the contract price for Traffic Control, whether used partially, completely or not, includes full compensation for furnishing all labor, materials, tools, equipment, incidentals, overhead and mark-up, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of traffic control as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

Nothing in these Special Provisions shall be construed as relieving the Contractor from his responsibility as provided in this section.

#### **5-1.10 Maintaining Driveway Access**

Driveways shall remain open at all times. Egress and ingress to all residents or businesses shall be maintained at all times. Working periods shall be interpreted as the time that work is actively in progress at the driveway location. At least one principal ingress/egress driveway to the residence or business must be maintained at all other times. Where there are two (2) or more driveways available, the principal driveway shall be designated at the sole discretion of the Engineer or property owner/tenant.

At locations with less than two (2) ingress/egress driveways, the Contractor shall maintain ingress and egress at all times and phase new improvements at driveway locations to the satisfaction of the Engineer. At the discretion of the Contractor, and without additional cost to the City, rapid-set concrete may be used at driveway locations.

The Contractor shall provide at least five (5) working days advance written notice to the Engineer and property owner/tenant prior to any work requiring the temporary closure of any driveway. The Contractor shall conduct operations to cause the least possible disruption to the property owner/tenant and damage to property.

All costs incurred by this provision shall be included in the various bid items and no additional compensation will be made.

#### **5-1.11 Maintaining Pedestrian Access**

Means of passage of pedestrian traffic around and through the work area shall be provided at all times.

Pedestrian walkways shall be surfaced with asphalt concrete, Portland cement concrete, or timber. The surface shall be skid-resistant and free of irregularities. Pedestrian walkways shall be maintained in good condition and shall be suitable for wheelchair use. Walkways shall be kept clear of obstructions.

At least one (1) continuous walkway along one (1) side of the street shall be available at all times. At locations where work is actively in progress, the pedestrian walkway within a single block may temporarily be closed at one (1) end of the block along one (1) side of the street. Pedestrians shall be rerouted to the walkway on the opposite side of the street.

The Contractor shall cause the least possible disruption to the affected properties and restore suitable pedestrian access immediately following completion of the active work in progress. Minor deviations from the requirements of this section, which do not significantly change the cost of the work, may be permitted upon the written request of the Contractor if, in the opinion of the Engineer, public traffic will be better served, and the

work expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved them in writing. All other modifications will be made by contract change order.

Full compensation for conforming to this section's requirements shall be included in the contract price for Traffic control, and no additional compensation will be allowed, therefore.

#### **5-1.12 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:

- The Contractor shall obtain an encroachment permit and pay all required fees from all affected owners of right-of-way.
- Contractor's License. Contractor shall possess a valid California Class C-61 and Class D-49 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.
- City of Stockton encroachment permit and fees must be obtained from the City Permit Center (937-8366) before the start of construction.
- Submit the Construction and Demolition (C&D) Debris Recycling Report within 14 calendar 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 with result in a 5% withholding of the contract amount.
- Construction Water. 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 therefore.

#### **5-1.13 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.

#### **5-1.14 Public Notification**

The Contractor shall circulate printed form letters/door hangers, approved by the Engineer, explaining the project to be done and the length of time inconvenience will be caused by the project and deliver same to the residents and/or businesses to be affected no earlier than 48 hours, nor later than 24 hours, before work is to commence. The Contractor shall install "Road Closed," arrows, Detour signs, and barricades as necessary.

In addition, the Contractor shall provide temporary "Tow-away, No Parking" signs posted in advance of the work which signs shall be removed upon completion of the work and the opening of the street to traffic. The signs shall not be less than 12"x18" size, "Tow-away, No Parking" words shall be in white letters on red background, and must have Stockton Municipal Code 10.04.310, California Vehicle Code 22651(l)(n), Stockton

Police Department telephone number (209) 937-8354, and date and time of parking restriction clearly indicated on it.

Such signs shall be placed no farther than fifty (50) feet apart. It shall be the Contractor's responsibility to arrange for the removal of any vehicles obstructing his/her operations.

The Contractor shall notify all residents and businesses affected by the construction, Utilities, School Districts, Sunrise Sanitation, Stockton Scavenger, and San Joaquin Regional Transit District at least 48 hours prior to starting the work. Any changes to the original schedule/notification would prompt the re-notification by the Contractor. A list of agencies with the contact information is available below.

The Contractor shall inform the City Fire Comm, (209) 464-4648, no later than twenty-four (24) hours before work is to begin. Any changes in the Contractor's original schedule/notification shall be promptly reported to the City Fire Comm, so that they are fully informed at all times of the locations of street closures/construction.

<b><u>Agency</u></b>	<b><u>Phone</u></b>	<b><u>Fax</u></b>	<b><u>email address</u></b>
<b>Lodi Unified School District</b> (Transportation) 1305 E. Vine Street, Lodi, CA.	953-8170	331-7821	
<b>Lincoln Unified School District</b> (Transportation) 6749 Harrisburg Place, Stockton, CA	953-8596	957-3626	
<b>Stockton Unified School District</b> (Transportation) 2963 Sanguinetti Lane, Stockton, CA	933-7145	943-0079	
<b>Stockton Scavengers Waste Management</b> 1240 Navy Drive, Stockton, CA	460-3904	948-4013	mwilli16@wm.com
<b>Sunrise Sanitation</b> 1145 W. Charter Way, Stockton, CA	483-2934	466-2371	donald.gomez@awin.com
<b>Stockton Police Dispatch</b>	937-8377	937-8845	
<b>Towed Vehicle Information</b>	937-8354		
<b>Stockton Fire Dispatch</b>	464-4648	937-8013	
<b>San Joaquin Regional Transit District</b> (Bus Dispatch)	948-5566 ext. 652	948-8516	jram@sj-smart.com

All cost incurred by this provision shall be included in the various bid items and no additional compensation will be made therefore.

**5-1.15 Non-Highway Facilities and Obstructions**

Attention is directed to Section 5-1.36, "Property and Facility Preservation" and Section 5-1.36C, "Nonhighway Facilities," of the Caltrans Specifications. The Contractor shall protect from damage any utility and other non-highway facilities that are to remain in place, be installed, relocated or otherwise rearranged.

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 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 is 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 therefor.

#### **5-1.16 Site Maintenance and Cleanup**

The Contractor shall maintain the work sites in a neat and orderly manner throughout construction. Removed broken concrete shall be disposed of the site immediately. 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 the 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. Debris shall not be left overnight. 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.

#### **5-1.17 Disposal of Materials**

All materials designated to be removed and not salvaged shall become the property of the Contractor and shall be disposed of in accordance with Federal, State and local laws, and ordinances. The Contractor shall file: 1) Construction and Demolition Debris Materials Checklist at the time of permit application, and 2) Construction and Demolition Debris Recycling Report within fourteen (14) calendar days of job completion. 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.

#### **5-1.18 Pre-construction Meeting**

The Engineer will schedule a pre-construction meeting with the Contractor following an award of the contract and prior 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.

### 5-1.19 Submittals

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

<b>NO.</b>	<b>SUBMITTAL</b>	<b>DEADLINE</b>
<b>1</b>	DAS 140	Prior to Notice of Proceed
<b>2</b>	DAS 142	Prior to Notice of Proceed
<b>3</b>	Water Pollution Control Program (WPCP) by a QSD. Best Management Practices.	Prior to Notice of Proceed
<b>4</b>	Traffic Control Plans and Pedestrian Detour Plans	Prior to Notice of Proceed
<b>5</b>	Emergency Contacts / Authorized representatives	Prior to Notice of Proceed
<b>6</b>	Project Baseline Schedule	Prior to Notice of Proceed
<b>7</b>	Staging agreement with private property owners (if applicable)	Prior to Notice of Proceed
<b>8</b>	Construction and Demolition Debris Recycling Report	Post Construction
<b>9</b>	Copy of City of Stockton Business License	Prior to Notice of Proceed
<b>10</b>	City of Stockton Road Encroachment Permit & all other applicable permits (Contractor is responsible to pay all fees associated with said permits)	Prior to Notice of Proceed
<b>11</b>	Public Notifications (Flyers, News Release letter, etc)	Prior to Notice of 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 Notice of Award, submit a complete list of all submittals to be submitted and the dates when they will be submitted. All submittals shall be submitted within ten (10) calendar days from the date the Notice of Award; otherwise project working days may commence, with or without issuance of the Notice to Proceed.

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



to the Contractor to cover additional costs of the Engineer's review beyond the second submittal.

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

If a submittal is returned to the Contractor marked "MAKE CORRECTIONS NOTED", formal revision and resubmission of said submittal will not be required.

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.

#### **5-1.20 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.

#### **5-1.21 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.

#### **5-1.22 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 used unless for health or safety purposes is prohibited." 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 be under the control of the Engineer at all times." Watering shall conform to the provisions of Section 10-6, "Watering," of the Caltrans Specifications and these Special Provisions.

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

### **5-1.23            Staging Areas**

The street right of way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way or allow others to occupy the right of way for purposes, which are not necessary to perform the required work.

The Contractor shall secure at his own expense any area required for storage of equipment or materials, or for other purposes. No additional compensation will be considered there. A copy of the "use" agreement shall be submitted to the Engineer.

*See following page*

#### **5-1.24 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.

#### **5-1.25 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.

#### **5-1.26 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.



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 specifications shall be included in the prices paid for the various contract items of work and no additional compensation will be allowed.

## **7-1.02            Payments**

Attention is directed to Section 9-1.16, "Progress Payments", and 9-1.17, "Payment After Contract Acceptance" of the Caltrans Specifications.

### Schedule of Measurement and Payment

1. Mobilization: paid by lump sum, shall include costs associated with the movement of personnel, equipment, supplies, and incidentals to the project site.
2. Traffic Control: paid by lump sum, shall include all preparatory work and operations, including, but not limited to, designing, furnishing, installing and maintaining traffic control and pedestrian access. Traffic Control Plans shall be signed and stamped by a licensed civil or traffic engineer and submitted to the City for review and approval. Traffic control necessary for other various bid items of work shall be included in this bid item for payment.
3. Tree and Stump Removal greater than 10 inches to 16 inches in diameter breast height: paid by each. Includes full compensation for furnishing all labor, tools, equipment and incidentals of removing and disposing trees and stumps necessary to install proper sidewalk; cutting, removal and disposing of surface tree roots, debris, and loose concrete; grinding down the stump and backfilling with sandy loam material (up to 20% chips may be used with soil below the top 10 inches); repair of damaged landscape and sprinkler due to the construction work; and all necessary work required to complete the work described in these Scope of Work.
4. Tree and Stump Removal greater than 16 inches to 20 inches in diameter breast height: paid by each. Includes full compensation for furnishing all labor, tools, equipment and incidentals of removing and disposing trees and stumps necessary to install proper sidewalk; cutting, removal and disposing of surface tree roots, debris, and loose concrete; grinding down the stump and backfilling with sandy loam material (up to 20% chips may be used with soil below the top 10 inches); repair of damaged landscape and sprinkler due to the construction work; and all necessary work required to complete the work described in these Scope of Work.
5. Tree and Stump Removal greater than 20 inches to 24 inches in diameter breast height: paid by each. Includes full compensation for furnishing all labor, tools, equipment and incidentals of removing and disposing trees and stumps necessary to install proper sidewalk; cutting, removal and disposing of surface tree roots, debris, and loose concrete; grinding down the stump and backfilling with sandy loam material (up to 20% chips may be used with soil below the top 10 inches); repair of damaged landscape and sprinkler due to the construction work; and all necessary work required to complete the work described in these Scope of Work.

6. Tree and Stump Removal greater than 24 inches to 28 inches in diameter breast height: paid by each. Includes full compensation for furnishing all labor, tools, equipment and incidentals of removing and disposing trees and stumps necessary to install proper sidewalk; cutting, removal and disposing of surface tree roots, debris, and loose concrete; grinding down the stump and backfilling with sandy loam material (up to 20% chips may be used with soil below the top 10 inches); repair of damaged landscape and sprinkler due to the construction work; and all necessary work required to complete the work described in these Scope of Work.
7. Tree and Stump Removal greater than 28 inches to 32 inches in diameter breast height: paid by each. Includes full compensation for furnishing all labor, tools, equipment and incidentals of removing and disposing trees and stumps necessary to install proper sidewalk; cutting, removal and disposing of surface tree roots, debris, and loose concrete; grinding down the stump and backfilling with sandy loam material (up to 20% chips may be used with soil below the top 10 inches); repair of damaged landscape and sprinkler due to the construction work; and all necessary work required to complete the work described in these Scope of Work.
8. Tree and Stump Removal greater than 32 inches to 38 inches in diameter breast height: paid by each. Includes full compensation for furnishing all labor, tools, equipment and incidentals of removing and disposing trees and stumps necessary to install proper sidewalk; cutting, removal and disposing of surface tree roots, debris, and loose concrete; grinding down the stump and backfilling with sandy loam material (up to 20% chips may be used with soil below the top 10 inches); repair of damaged landscape and sprinkler due to the construction work; and all necessary work required to complete the work described in these Scope of Work.
9. Tree and Stump Removal greater than 38 inches in diameter breast height: paid by each. Includes full compensation for furnishing all labor, tools, equipment and incidentals of removing and disposing trees and stumps necessary to install proper sidewalk; cutting, removal and disposing of surface tree roots, debris, and loose concrete; grinding down the stump and backfilling with sandy loam material (up to 20% chips may be used with soil below the top 10 inches); repair of damaged landscape and sprinkler due to the construction work; and all necessary work required to complete the work described in these Scope of Work.
10. Stump Removal: paid by each. Includes full compensation for furnishing all labor, tools, equipment and incidentals of removing and disposing tree stumps necessary to install proper sidewalk; removal and disposing of surface tree roots, debris, loose concrete; backfilling with sandy loam materials (up to 20% chips may be used with soil below the 10 inches); repair damaged landscape and sprinkler due to the construction work; and all necessary work required to complete the work described in these Scope of Work.
11. Turf Replacement; paid by square feet. Includes full compensation for furnishing all labor, tools, equipment, and incidentals of placing lawn turf; fertilized areas to be sodded, watering and placement; and all necessary work required to complete the work described in these Scope of Work.

**SECTION 8                      BLANK**  
**SECTION 9                      DESCRIPTION OF WORK**

**9-1.01                      Description of Work**

The general scope of work includes the following:

- Tree and stump removal.
- Backfill stump void and repair damaged landscaping and sprinklers.

This project removes a total of (435) trees and four (4) stumps at various locations throughout the City of Stockton.

**9-1.02 Order of Work**

The order of work will consist of the following:

1. Notify the abutting property owner in writing at least five (5) working days prior to work.
2. Trees shall be progressively cut down rather than fell. All logs, branches, twigs, leaves and other material generated during the job shall be removed from the work area before leaving.
3. All stumps identified for removal shall be marked and reported to USA at least 72hours prior to the start of removal work.
  - a. The tree stump shall be ground to a minimum depth at which the heart of the stump has been completely removed and roots are separated at leasteigheten (18) inches.
  - b. All exposed lateral surfaced roots within eighteen (18) inches of stump shall be removed and all surface roots within thirty-six (36) inches of the sidewalkshall be removed.
4. The void created during stump grinding process shall be back-filled the same daythe stump is removed, and if left unattended prior to backfilling, barricades/road cones shall be placed in a manner that provides adequate warning to the generalpublic.
  - a. A mixed of soil and wood chips, not exceeding 20% wood chips may be used for partial backfilling at each site. The balance of the backfill materialincluding the top ten (10) inches shall be an imported sandy loam free ofany wood chips and other deleterious matter.
5. Each site shall be paddled and settled to the same density and level of the adjacentundisturbed soil.
6. Each site shall be seeded with Homelawn or approved equal (rye/fescue mix grassseed) at a rate of seven (7) pounds per 1,000 square feet.

**9-1.03 Quantities**

The following estimate of the quantities of work to be done and materials to be furnished are approximate only, and are intended as a basis for the comparison of bids. The City does not expressly or by implications agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work without increase or decrease in the unit price bid or to omit portions of the work that may be deemed necessary or expedient by the Engineer. Actual quantity of the work will depend upon the complaints, project budget and other considerations and constraints.

Item	Description	Measurement (in)	Quantity	Unit
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1	Mobilization		1	LS
2	Traffic Control		1	LS
3	Tree and stump removal including void filling and all associated work. (">" = trunk diameter at breast height (DBH) that is greater than)	>10" to 16" dbh	144	EA
4	Tree and stump removal including void filling and all associated work. (">" = trunk diameter at breast height (DBH) that is greater than)	>16" to 20" dbh	109	EA
5	Tree and stump removal including void filling and all associated work. (">" = trunk diameter at breast height (DBH) that is greater than)	>20" to 24" dbh	98	EA
6	Tree and stump removal including void filling and all associated work. (">" = trunk diameter at breast height (DBH) that is greater than)	>24" to 28" dbh	25	EA
7	Tree and stump removal including void filling and all associated work. (">" = trunk diameter at breast height (DBH) that is greater than)	>28" to 32" dbh	35	EA
8	Tree and stump removal including void filling and all associated work. (">" = trunk diameter at breast height (DBH) that is greater than)	>32" to 38" dbh	19	EA
9	Tree and stump removal including void filling and all associated work. (">" = trunk diameter at breast height (DBH) that is greater than)	>38"	5	EA
10	Stump removal including void filling and all associated work. (">" = trunk diameter widest point where stump goes into ground that is greater than)		4	EA
11	Turf Replacement and all associated work		50	SF

TOTAL BID \_\_\_\_\_



**SECTION 10                     EROSION CONTROL AND HIGHWAY PLANTING**

**10-1.01      Landscape Repair**

The cost for landscape repair shall be included in various bid items. The nature of the work is such that damage to adjacent property, irrigation system, fence, landscaping etc. is expected. The contractor shall be fully responsible for repair of, and temporary maintenance of property owners' facilities. No additional compensation shall be made irrespective of different site conditions. The contractors are required to survey the identified sites on their own before submitting the bids and shall include all work in the unitbid price of related items.

**10-1.02      Existing Improvements**

The Contractor shall protect the existing adjacent improvements, including utilities.

**10-1.03      Sprinkler Systems, Service Water Line and Fences**

Existing sprinkler systems, Service water line and fences disturbed by the Contractors activity shall be repaired to the satisfaction of the City. In California Water Company Service areas, the utility will only provide markings up to the water meter. The Contractor shall proceed carefully digging by hand after this demarcation point, since the water pipe may be located right underneath the sidewalk. Any damage to the water line must be repaired immediately by the contractor after notification to the residents. All repairs to sprinkler system and service water line shall be made with new materials. The temporary fences shall be maintained by the contractor during the project.

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.

**10-1.04      Lawn Turf**

If required to match existing lawn, the contractor shall use lawn turf in place of seeding. The lawn turf area shall be fertilized at the rate of 1.5 lbs per 100 square feet, and place on moist soil.

Full compensation for lawn turf replacement shall be paid per square feet, includes fertilizing, placing, and watering and no additional compensation shall be allowed.