



**SPECIAL PROVISIONS
FOR
SWENSON PARK GOLF COURSE
FENCE REPLACEMENT
PROJECT NO. WB24033**

Issued by:

City of Stockton

Public Works Department, Operations and Maintenance

1465 South Lincoln Street

Stockton, CA 95206

BID OPENING: Thursday, September 28, 2023 @ 2:00 pm

1.0 INTRODUCTION

The City of Stockton (City) is seeking bids from licensed fencing contractors (Contractor) to remove the existing chain link fence and double swing gates along the south and west sides of Swenson Park Golf Course, and to replace them with new wrought-iron fencing and two new double swing gates. Swenson Park Golf Course is located at 6803 Alexandria Place, Stockton, CA 95207. A Construction Contract will be awarded to the lowest responsive bidder. The Contractor must be registered and licensed in the State of California to construct and erect wrought-iron fences and gates and shall specialize in their installation as specified in the Scope of Work section, with a minimum of five (5) years documented experience.

2.0 BACKGROUND INFORMATION

Swenson Park Golf Course is situated in Stockton's Lakeview neighborhood, bordered by Plymouth Road to the west, West Benjamin Holt Drive (Ben Holt) to the south, Alexandria Place to the east, and Five Mile Slough to the north. The golf course is home to many valley oak and Italian pine trees, which line the southern border of the course. During recent storms several downed Italian pine tree limbs caused significant damage to the existing chain link fence. The City is seeking bids from licensed fencing contractors to remove the existing chain link fence and double gates along the south and west sides of Swenson Park Golf Course and to replace them with new wrought-iron fencing and two new double swing gates.

3.0 PROJECT DESCRIPTION

This project involves removal of the existing chain link fence that runs west from the edge of the residential home at the northwest quadrant of the Belmont Place and Ben Holt T-Junction, to Plymouth Road, and north along Plymouth Road to the southern boundary of Fairway West Condominiums. The Contractor will replace the chain link fence with approximately 2,080 linear feet of wrought-iron fencing along with two new double swing gates. The fencing along Ben Holt crosses the City/County Limit Line. The Contractor shall obtain encroachment permits from both the City of Stockton and County of San Joaquin prior to the start of construction.

3.1 General

It is the Contractor's responsibility to periodically check the City's Bid Flash page for any updates and Letters of Clarification for this project.

Bid Flash webpage:

[http://www. http://www.stocktonca.gov/services/business/bidflash/default.html](http://www.stocktonca.gov/services/business/bidflash/default.html)

In conformance with Public Contract Code Section 7106, a Non-Collusion Affidavit is included in the bid package. The Non-Collusion Affidavit must be signed and submitted with the Contractor's bid submission.

3.2 Tentative Schedule for Award

Following is the tentative schedule for this bid. Any changes in the scheduled dates for the Job Walk, Deadline for Final Questions and/or Bid Submission Deadline will be advertised on Bid Flash in the form of a Letter of Clarification to this bid posting.

Bid Posting by the City	9/11/2023
Job Walk	9/18/2023
Deadline for Final Questions	9/20/2023
City Responses to Questions	9/21/2023
Bid Submission Deadline	9/28/2023
Contract Approval and Execution by City Council and City Manager	Late Fall 2023

3.3 Job Walk Information

A job walk will take place on Monday, September 18, 2023, at 9:00 am. Attendees may temporarily park along the north side of W. Benjamin Holt Dr. to allow for taking any measurements and noting the traffic configuration to plan for traffic control during demolition and construction.

3.4 Contractor Schedule

Upon award of the Construction Contract, the successful bidder must submit a schedule of each bid item, including time for fabrication of any material. The Contractor is responsible for assuring that all activity sequences are logical and that each schedule shows a coordinated plan for complete performance of the work.

3.5 Liquidated Damages

The Contractor shall pay liquidated damages to the City of Stockton in the amount of \$2,400 per day for each and every calendar day that the work remains incomplete after the expiration of the contract ten (10) working days specified in these Special Provisions.

3.6 Contract Bonds

The Contractor shall furnish two (2) surety bonds, one performance bond guaranteeing the faithful performance of the work, and one labor and material bond securing the payment of laborers, mechanics or material or persons employed under contract. The surety which provides the bonds must be authorized by the Insurance Commissioner to transact business of insurance in California. All alterations, extensions of time, extra and additional work and other changes authorized by these specifications, or any part of the contract shall be made

without securing the consent of the surety or sureties on the contract bonds. Additional information about the required bonds and amounts can be found in the Notice Inviting Bids and the Insurance Exhibit, attached as separate documents to this bid package.

3.7 Warranty

The Contractor shall warrant that materials and work shall be in conformance with the Contract Documents and detail provided and that the materials and work provided will fulfill the requirements of this warranty. The Contractor agrees to repair or replace any or all work that may prove to be defective in its workmanship, materials furnished, methods of installation or fail to conform to the Contract Document requirements together with any other work which may be damaged or displaced by so doing within a period of one (1) year from the date of substantial completion of the portion of the work in question without expense to the City, ordinary wear and tear and unusual abuse or vandalism excepted. The Contractor shall be required to repair promptly or replace defective materials at Contractor's option and at Contractor's expense. All costs associated with such corrective actions, including removal, replacement and reinstatement of equipment and materials necessary to gain access shall be the sole responsibility of the Contractor. For any work corrected, Contractor's obligation to correct defective work shall be reinstated for an additional one (1) year period, commencing with date of acceptance.

In the event of Contractor's failure to comply with the above-mentioned conditions within thirty (30) days after being notified in writing of required repairs, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

In addition to the warranty set forth in this section, Contractor shall assign to City any and all manufacturers or installer's warranties for equipment or materials not manufactured by Contractor and provided as part of the work, to the extent that such third-party warranties are assignable and extend beyond the warranty period set forth in this section.

4.0 SCOPE OF WORK

4.1 Verify Existing Utilities

The Contractor shall protect from damage any utility facilities that are to remain in place, be installed, relocated, adjusted, or otherwise rearranged. 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. A minimum of 48 hours or two (2) working days prior to beginning construction, the Contractor shall notify Underground Services Alert (USA) by telephone at (800) 642-2444 or 811 to have existing facilities marked in the field.

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

4.2 Construction Surveys

The Contractor shall preserve all monumentation potentially affected by the work in accordance with Section 8771 of the Professional Land Surveyors Act in Business and Professions Code of the State of California. The City will provide field services for this project, if required, and will tie-out existing monuments and submit appropriate documentation to the Project Manager prior to beginning work. Where the City of Stockton does provide staking, it shall be preserved carefully by the Contractor and will only be replaced by the City in the case of malicious mischief of vandalism perpetrated by a third party.

4.3 Public Convenience

The Contractor shall inform the City Fire Department, City Police Department, City Traffic Division, Municipal Utilities Department (MUD), the County of San Joaquin Public Works Department, Sheriff's Department and all affected utilities no later than three (3) working days before work is to begin.

The Contractor shall provide the City with the name and telephone number of a leading representative available at all times during the duration of the contract. Said name and phone number shall be provided to the City of Stockton Public Works, Fire, and Police Departments, and the County of San Joaquin Public Works and Sheriff's Departments.

The Contractor shall circulate printed form letters, approved by the Project Manager, explaining the construction to be done and length of time inconvenience will be caused by the construction and deliver same to the residents and businesses to be affected at least three (3) working days before work is to commence on their street. In addition, the Contractor shall provide temporary "No Parking" signs posted three (3) working days in advance of the work. Such signs shall be placed no further than fifty (50) feet apart. The additional signs shall be removed upon completion of the work. It shall be the Contractor's responsibility to remove any vehicles obstructing operations.

Full compensation for conforming to the provisions in this section shall be included in the prices paid for various bid items, and no additional compensation will be made, therefore.

4.4 Public Safety

It shall be the complete responsibility of the Contractor to protect persons from injury and to avoid property damage. Adequate barricades, construction signs, flashers, and other such safety devices, as required, shall be placed and maintained during the progress of the construction work, until the project is completed. Whenever required, the Contractor shall provide for the proper routing of vehicles and pedestrian traffic in a manner that will hold congestion and delay traffic to practicable minimum by furnishing, installing and maintaining all necessary temporary signs, barricades, flaggers and other devices, as approved by the Project Manager.

The Contractor shall ensure that no section of fencing is left open after-hours or whenever construction is not in progress. Where necessary, the Contractor shall post "Construction Zone. Do not enter" signs where temporary construction fencing is erected.

All safety devices, their maintenance and use shall conform to the latest requirements of OSHA and to the applicable provisions of the Part 6 "Temporary Traffic Control" of the California Manual on Uniform Traffic Control Devices.

Full compensation for furnishing, installing, moving and removing any necessary traffic control devices shall be included in the bid item for "Traffic Control", as shown on the bid schedule, and no additional compensation will be allowed, therefore.

4.5 Temporary Traffic Control

Whenever work is to be performed in the right-of-way of any roadway, a traffic control plan shall be required. This traffic control plan shall be submitted to the Project Manager for approval by the Public Works Department a minimum of 10 working days before the beginning of any roadwork. The traffic control plan shall also be submitted to the County of San Joaquin at time of obtaining an encroachment permit.

All safety devices, their maintenance and use shall conform to the latest requirements of OSHA and to the applicable provisions of the Part 6 "Temporary Traffic Control" of the California Manual on Uniform Traffic Control Devices.

Full compensation for furnishing, installing, moving and removing any necessary traffic control devices shall be included in the bid item for "Traffic Control", as shown on the bid schedule, and no additional compensation will be allowed, therefore.

4.6 Swenson Park Golf Course Fence Replacement

The work shall include, but not be limited to, the following:

1. Mobilization

Payment by lump sum. Mobilization shall include expenditures for all preparatory work and operations including, but not limited to, those costs necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of all facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site as well as the related demobilization costs anticipated at the completion of the project.

2. Traffic Control

By lump sum. Includes designing, providing, erecting and maintaining traffic control and signage as described in the Public Safety and Temporary Traffic Control sections. Also includes performing all the work related to safe management of pedestrian, bicycle and vehicular traffic during construction of the project.

3. Chain Link Fence Demo, Removal & Disposal

By linear foot. Includes all labor, materials, tools, equipment and incidentals as indicated on Attachment B – Location Detail for demolishing, removing and disposing of existing chain link fence, concrete posts and gates.

4. Install Commercial Grade Curved Top Sentry Style Iron Fence & Gates

By linear foot. Includes furnishing and providing all labor, materials, tools, equipment and incidentals for installing approximately 2,080 LF of seven-foot (7') high commercial grade curved top sentry style wrought iron fence and double swing gates, per City of Stockton (COS) Standard Detail M-6 (Attachment C), with the following alterations to NOTES 1 and 6:

1. The double swing gate to be installed on Ben Holt shall measure 20'-0" w x 7'-0" h
6. The fence shall be painted BLACK.

5.0 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 implication agree that the actual amount of work will correspond therewith but reserves the right to increase or decrease the amount of any 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 Project Manager.

ITEM NO.	ITEM DESCRIPTION	UOM	EST. QTY.
1	MOBILIZATION	LS	1
2	TRAFFIC CONTROL	LS	1
3	CHAIN LINK FENCE DEMO, REMOVAL & DISPOSAL	LF	2,080
4	INSTALL COMMERCIAL CURVED TOP SENTRY STYLE WROUGHT IRON FENCE & DOUBLE SWING GATES	LF	2,080

Each bidder shall bid each item on the 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. All bids submitted for this project must conform to the requirements of the official bid documents.

6.0 LICENSES & PERMITS

6.1 Contractor’s License

At minimum the Contractor shall possess, at the time of bid and maintain throughout the duration of the contract, a valid C-13 Fencing Contractor license issued by the California Contractors State License Board (CLSB).

6.2 Business License

Contractor shall possess, prior to the execution of the contract and maintain throughout the duration of the contract a valid City of Stockton business license. City of Stockton Business License Customer Service can be reached at (209) 937-8313, or business.license@stocktonca.gov.

6.3 City of Stockton Encroachment Permit

The Contractor is responsible for obtaining a City of Stockton encroachment permit and paying the fees. Permit must be obtained from the City Permit Center, (209) 937-8366 prior to the start of construction.

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.

6.4 County of San Joaquin Encroachment Permit

The Contractor is responsible for obtaining a County of San Joaquin encroachment permit and paying the fees. Permit must be obtained from the San Joaquin County Department of Public Works, (209) 468-3023.

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.

7.0 PROJECT GENERAL INFORMATION

7.1 Insurance Requirements

Indemnification and insurance shall conform to the insurance exhibit provided by the City, which is attached to this project bid package and incorporated by this reference.

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.

7.2 Contract Administrator

During the performance of the contract the City will be represented by the Public Works Department Facilities Maintenance Manager, (209) 937-5069.

7.3 Increased or Decreased Quantities

The City reserves the right to make such alterations, deviations, additions to, or omissions from the Special Provisions, 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 determined by the Project Manager to be necessary for the proper completion or construction of the whole work contemplated, without adjustment in the unit price as bid.

Any such changes will be set forth 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.

7.4 Continued Use of Facilities

The Swenson Park Golf Course will continue to be patronized during construction of the fence. Work shall be performed in an orderly manner with minimum disturbance and inconvenience to the patrons. The Contractor shall confine and limit its personnel to only those areas required in performing the work.

7.5 Department of Industrial Relations

Registration with the California Department of Industrial Relations is required for this project. Please refer to the Instructions to Bidders document for registration information.

The prime Contractor to whom the contract is awarded, and any subcontractor must pay the general prevailing wage rates which shall be applicable to this project.

7.6 Start of Work

The Contractor shall be expected to begin construction within 10 days of material fabrication or delivery. The contract shall not be in force until Council approves, and the City Manager signs it. Work performed before the issuance of a Notice to Proceed cannot be paid by the City.

ATTACHMENTS:

Attachment A – Vicinity Map

Attachment B – Location Detail

Attachment C – COS Standard Drawing M-6