

## CONTRACT FOR SERVICES

THIS CONTRACT is entered into this \_\_\_ day of \_\_\_\_\_ 2017, between the CITY OF STOCKTON, a municipal corporation ("CITY"), and **BRIGHTVIEW LANDSCAPE SERVICES, INC. DBA MARINA LANDSCAPE MAINTENANCE**, a **STATE OF CALIFORNIA CORPORATION**, with a business address at **4932 EAST WATERLOO ROAD, STOCKTON, CA 95215**, hereinafter called "CONTRACTOR." THIS CONTRACT is for the **PARK MAINTENANCE (PROJECT NO. OM-18-062)**, hereinafter referred to as "SERVICE".

### RECITALS

- A. CONTRACTOR represents that it is licensed in the State of California and is qualified, willing and able to provide the services proposed in the SCOPE OF WORK section of this Contract.
- B. CONTRACTOR represents that it is registered pursuant to Labor Code Section 1725.5 and will register annually with the Department of Industrial Relations, if the services have a wage determination for the services outlined in the SCOPE OF WORK section of this Contract.
- C. CONTRACTOR represents that it will pay all required prevailing wages under California Labor Code for all services provided that have a wage determination.
- D. CITY finds it necessary and advisable to use the services of the CONTRACTOR for the purposes provided in this Contract.

**NOW THEREFORE**, in consideration of the mutual promises, covenants and conditions in this Contract, CITY and CONTRACTOR agree as follows:

1. **SCOPE OF SERVICES.** Subject to the terms and conditions set forth in this Contract, CONTRACTOR shall undertake and complete the services described in **Exhibit A**. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A and compatible with the standards of the profession. CONTRACTOR agrees that it shall provide fully complete services including all labor, materials, tools, equipment and insurance required and that are acceptable to the CITY.

**COMPENSATION.** CITY shall pay CONTRACTOR for services outlined in **Exhibit A** according to the fee not to exceed the schedule detailed in **Exhibit B** which is attached to this Contract and incorporated by this reference. CONTRACTOR agrees this fee is for full remuneration for performing all services and furnishing all staffing, materials and tools called for in the scope of services. The payments shall be made on a monthly basis upon receipt and approval of CONTRACTOR'S invoice for completed work. Total compensation for three (3) year services and reimbursement for costs shall not exceed

**\$2,212,042.08** annually, for a total of **\$6,636,126.24**, or as otherwise mutually agreed to in a Contract Change Order.

Pursuant to Section 22300 of the Public Contract Code, CONTRACTOR will be permitted, at its request and sole expense, to substitute securities for any monies withheld by the CITY to ensure performance under the contract. Said securities will be deposited either with the CITY or with a State or federally chartered bank as escrow agent. Securities eligible for this substitution are those listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit. CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

a. Invoices submitted by CONTRACTOR to CITY must contain a brief description of work performed, location of work, time used, materials and special equipment and City project number. Payment shall be made within thirty (30) days of approval of invoice by City.

b. Upon completion of work and acceptance by CITY, CONTRACTOR shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by CITY upon receiving a written request thirty (30) days in advance of said time limitation. CITY shall have no obligation or liability to pay any invoice for work performed which CONTRACTOR fails or neglects to submit within sixty (60) days, or any extension thereof granted by the CITY, after work is accepted by CITY.

**2. SCHEDULE AND TERM.** CONTRACTOR shall perform the scope of work as described in **Exhibit A** according to the schedule detailed in **Exhibit A**, which is attached to this Contract and incorporated by this reference. This contract shall commence on the date written above and shall expire on **December 31, 2020**, unless extended by mutual agreement through the issuance of a Contract Change Order. This contract provides four (4), one (1) year extensions.

**3. CHANGE ORDERS.** 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, as may be deemed by the Project Manager to be necessary or advisable and to require such extra work as may be determined by the Project Manager to be required for the proper completion of the whole work contemplated.

Any such changes will be set forth in a contract change order which will specify, in addition to the work 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 the City Council.

**4. RIGHTS AND DUTIES OF CITY.** CITY shall make available to CONTRACTOR all data and information in the possession of CITY which both parties deem necessary to

complete the work, and CITY shall actively aid and assist CONTRACTOR in obtaining such information as may be deemed necessary from other agencies and individuals.

**5. OBLIGATIONS OF CONTRACTOR.** Throughout the term of this Contract, CONTRACTOR represents and warrants that it has or will have at the time this Contract is executed, all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required for the CONTRACTOR to practice its professions, and CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Contract all such licenses, permits, qualifications, insurance, and approvals. CONTRACTOR shall meet with the Public Works Director or other personnel of CITY or third parties as necessary on all matters connected with the carrying out of CONTRACTOR'S services. Such meetings shall be held at the request of either party hereto. CONTRACTOR further warrants that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

**6. TERMINATION.** This Agreement is effective on the Effective Date. The City may terminate this Contract and work pursuant to any of all scope of works at any time by mailing a notice in writing to Contractor. The Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of work actually completed at the time the notice of termination is received.

**7. CONTRACTOR STATUS.** In performing the obligations set forth in this Contract, CONTRACTOR shall have the status of an independent contractor and CONTRACTOR shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of CONTRACTOR are its agents and employees, and are not agents of the CITY. Subcontractors shall not be recognized as having any direct or contractual relationship with the CITY. The persons engaged in the work, including employees of subcontractors and suppliers, will be considered employees of CONTRACTOR. The CONTRACTOR shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Contract. The CONTRACTOR is responsible to the CITY for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

a. If in the performance of this Contract any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by CONTRACTOR.

i. It is further understood and agreed that CONTRACTOR must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of CONTRACTOR'S personnel.

ii. As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against the CITY based upon any contention by any third party that employer-employee relationship exists by reason of this Contract.

**8. ASSIGNMENT.** CONTRACTOR shall not assign, sublet, or transfer this Contract or any interest or obligation in the Contract without the prior written consent of the CITY, and then only upon such terms and conditions as CITY may set forth in writing. CONTRACTOR shall be solely responsible for reimbursing subcontractors.

**9. INDEMNITY AND HOLD HARMLESS.** With the exception that this section shall in no event be construed to require indemnification by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, CONTRACTOR shall indemnify, protect, defend with counsel approved by CITY and at CONTRACTOR'S sole cost and expense, and hold harmless CITY, its Mayor, Council, officials, representatives, agents, employees, and volunteers from and against any and all claims, causes of action, liabilities, judgments, awards, losses, liens, claims, stop notices, damages, expenses, and costs (including without limitation attorneys' fees, expert and consultant fees, and other expenses of litigation) of every nature, including, but not limited to, death or injury to persons, or damage to property, which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement, or from any violation of any federal, State, or municipal law or ordinance, or City Policy, by CONTRACTOR or CONTRACTOR'S officers, agents, employees, volunteers or subcontractors. CONTRACTOR shall not be obligated to indemnify or defend CITY for claims finally determined by a court of law or arbitrator to arise from the active negligence or willful misconduct of the CITY. It is the intent of the Parties that this indemnity obligation is at least as broad as is permitted under California law. To the extent California Civil Code sections 2782, et seq., limit the defense or indemnity obligations of CONTRACTOR to CITY, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by CONTRACTOR under the law. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

With exception that this section shall in no event be construed to require indemnification, including the duty to defend, by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, the parties agree that CONTRACTOR'S duty to defend CITY is immediate and arises upon the filing of any claim against the CITY for damages which arise out of or are in any way connected with the work performed, materials furnished, or services provided under this Agreement by CONTRACTOR or CONTRACTOR'S officers, agents, employees, volunteers or subcontractors. CONTRACTOR'S duties and obligations to defend the CITY shall apply regardless of whether or not the issue of the CITY'S liability, breach of this Agreement, or other obligation or fault has been determined. CONTRACTOR shall be immediately obligated to pay for CITY'S defense costs of the claim, including, but not limited to, court costs, attorney's fees and costs, expert consultant and witness fees and costs, other witness fees, document reproduction costs, arbitration fees, and, if after final judgment

an appeal is pursued, all of such costs for the appeal. At the conclusion of the claim, if there is any determination or finding of sole active negligence or willful misconduct on the part of the CITY, CITY will then reimburse CONTRACTOR for amounts paid in excess of CONTRACTOR'S proportionate share of responsibility for the damages within 30 days after CONTRACTOR provides CITY with copies of all bills and expenses incurred in the defense of the claim(s). It is agreed between the parties that this reimbursement provision assures CONTRACTOR is not obligated to defend or indemnify CITY in an amount greater than provided for under California law, including, without limitation, California Civil Code sections 2782, 2782.6, and 2782.8.

With the exception that this section shall in no event be construed to require indemnification by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, and in addition to the other indemnity obligations in this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless CITY, its Mayor, Council, officials, representatives, agents employees and volunteers from and against all claims, losses, expenses, and costs including, but not limited to attorneys' fees, arising out of any claim brought against the CITY by an employee, office, agent, or volunteer of CONTRACTOR, regardless of whether such claim may be covered by any applicable workers compensation insurance. CONTRACTOR'S indemnification obligation is not limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under workers' compensation acts, disability acts, or other employee benefit acts.

CONTRACTOR'S obligation to defend, indemnify, and hold the CITY, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Contract for CONTRACTOR to procure and maintain a policy of insurance.

CONTRACTOR/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

If any section, subsection, sentence, clause or phrase of this indemnification is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this indemnification.

**10. INSURANCE.** During the term of this Contract, CONTRACTOR shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached **Exhibit C** which is attached to this contract and incorporated by this reference, and shall otherwise comply with the other provisions of **Exhibit C**. Maintenance of proper insurance coverage is a material element of this contract and that failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

CONTRACTOR shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this contract, the policies of

insurance specified in **Exhibit C**, which is attached to this contract and incorporated by this reference, and as provided in the “contract documents” including Section 7-1.06 of the City of Stockton Standard Specifications and Plans as adopted on September 27, 2016, by Council Resolution No. 2016-09-27-1213, effective September 27, 2016.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.

The Additional Insured coverage under the CONTRACTOR's policy shall be “primary and non-contributory” and will not seek contribution from the City of Stockton's insurance or self-insurance and shall be at least as broad as ISO CG 20 01 04 13.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Stockton (if agreed to in a written contract or agreement) before the City of Stockton's own insurance or self-insurance shall be called upon to protect it as a named insured.

All self-insured retentions (SIR) must be disclosed to the CITY's Risk Management for approval and shall not reduce the limits of liability. Payment Bond in the amount of the self-insured retention (SIR) may be required.

Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the CITY.

The CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

CONTRACTOR shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the CITY at its sole discretion may purchase the coverage required and the cost will be paid by CONTRACTOR.

CONTRACTOR agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by CONTRACTOR agree to be bound to CONTRACTOR and the CITY in the same manner and to the same extent as CONTRACTOR is bound to the

CITY under the Contract Documents. CONTRACTOR further agrees to include these same provisions with any subcontractor regardless of tier. A copy of the CITY Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The CONTRACTOR shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and contractor will provide proof of compliance to the CITY.

11. **HEADINGS NOT CONTROLLING.** Headings used in the Contract are for reference purposes only and shall not be considered in construing this Contract.

12. **NOTICES.** Any and all notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To CONTRACTOR: Brightview Landscape Services, Inc. dba Marina Landscape Maintenance 4932 E. Waterloo Road Stockton, CA 95215	To City: Public Works Director City of Stockton 22 E. Weber Ave., Rm. 301 City of Stockton, CA 95202
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13. **CONFORMANCE TO APPLICABLE LAWS.** CONTRACTOR shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances.

a. **LOCAL EMPLOYMENT ORDINANCE**

Pursuant to Stockton Municipal Code Section 3.68.095, attached to this Contract as **Exhibit D** and incorporated here to, the CONTRACTOR and all subcontractors shall make a good faith effort to employ at least 50% of the workforce on this project from local residents, as measured by total labor work hours. Failure of any CONTRACTOR or subcontractor to comply with these requirements shall be deemed a material breach of the contract or subcontract. CONTRACTORS and subcontractors shall maintain records necessary for monitoring their compliance with section 3.68.095.

b. **TITLE VI**

Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). <http://www.dol.gov/oasam/regs/statutes/titlevi.htm>.

The City of Stockton requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

c. **DISCRIMINATION AND HARASSMENT POLICY**

The City of Stockton has a Discrimination and Harassment Policy (**Exhibit E**). The

respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace, to define the types of behavior and conduct prohibited by this policy, and to set forth a procedure for reporting, investigating, and resolving complaints of discrimination and harassment in the workplace.

d. LABOR STANDARDS PROVISIONS/CALIFORNIA LABOR CODE

The bidder shall understand that conditions set forth in Chapter 1, Part 7, Division 2 of the California Labor Code shall be considered part of the contract agreement.

<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=lab&group=01001-02000&file=1770-1784>.

e. PREVAILING WAGE RATES

CONTRACTOR and any subcontractor shall pay each employee engaged in the trade or occupation not less than the prevailing hourly wage rate. In accordance with the provisions of Section 1770 of the Labor Code, the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.1, apprenticeship or other training programs authorized by Section 3093 and similar purposes applicable to the work to be done. CONTRACTOR performing the work under this contract shall obtain a copy of the wage rate determination and shall distribute copies to each subcontractor. As the wage determination for each craft reflects an expiration date, it shall be the prime CONTRACTOR and each subcontractor's responsibility to insure that the prevailing wage rates of concern is current and paid to the employee.

- i. The CONTRACTOR performing the work shall be responsible for obtaining a copy of the State wage rate determination. State wage rates may be obtained at <http://www.dir.ca.gov/OPRL/pwd/Determinations/Northern/Northern.pdf>. The CONTRACTOR shall be responsible for posting said wage rates at a prominent location at the work site and shall maintain same in a good readable condition for the duration of the work.
- ii. Should the CONTRACTOR choose to work on a Saturday, Sunday or on a holiday recognized by the Labor Unions, the CONTRACTOR shall reimburse the CITY the actual cost of engineering, inspection, superintendence, 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. To conform strictly with the provisions of Division 2, Part 7, Chapter 1, Article 2, of the Labor Code of the State of California. To forfeit as a penalty to CITY the sum of TWENTY-FIVE AND NO/100 DOLLARS (\$25.00) for each laborer, worker, or mechanic employed by CONTRACTOR, or by any subcontractor under CONTRACTOR, in the execution of this contract, for each calendar day during which any laborer, worker,

or mechanic is required or permitted to work more than eight (8) hours and who is not paid the general prevailing rate of per diem wages for holiday and overtime work in violation of the provisions of Sections 1770 to 1781 of the Labor Code of the State of California. That all sums forfeited under the provisions of the foregoing sections shall be deducted from the payments to be made under the terms of this contract.

- iii. **PAYROLL RECORDS** - The CONTRACTOR to whom the contract is awarded shall insure that the prime and each subcontractor will, in accordance with Section 1776 of the Labor Code, maintain certified payroll records. A copy of said records shall be provided with each invoice to the Public Works Department, Attention: Contract Compliance Officer. It shall be the CONTRACTOR'S responsibility to obtain copies of the current prevailing wage rate determination for all subcontractors. Additionally, certified payroll records must be uploaded to the DIR website as required by labor code.
- iv. **APPRENTICESHIP STANDARDS** - The CONTRACTOR shall comply with the provisions established in Section 1777.5 of the Labor Code concerning the 1) certified approval by local joint apprenticeship committees for the employment and training of apprentices, and 2) contribution of funds to administer and conduct apprenticeship programs, if applicable to the job.

**14. LICENSES, CERTIFICATIONS, AND PERMITS.** Prior to the CITY'S execution of this Contract and prior to the CONTRACTOR engaging in any operation or activity set forth in this Contract, CONTRACTOR shall obtain a City of Stockton business license, which must be kept in effect during the term of this Contract. CONTRACTOR covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Contract.

**15. RECORDS AND AUDITS.** CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Contract. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance.

CONTRACTOR agrees that CITY or its delegate shall have the right to review, obtain, and copy all records pertaining to performance of the Contract. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested, and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purposes of determining compliance with this Contract. CONTRACTOR agrees to maintain such records for a period of three years from the date that final payment is made.

**16. CONFIDENTIALITY.** CONTRACTOR shall exercise reasonable precautions to prevent the unauthorized disclosure and use of CITY'S reports, information, or conclusions.

**17. CONFLICTS OF INTEREST.** CONTRACTOR covenants that other than this Contract, CONTRACTOR has no financial interest with any official, employee, or other representative of the CITY. CONTRACTOR and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner or degree by the performance of CONTRACTOR'S services under this Contract. If such an interest arises, CONTRACTOR will immediately notify CITY.

**18. WAIVER.** In the event either CITY or CONTRACTOR at any time waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or of any other covenant, condition, or obligation.

**19. GOVERNING LAW.** California law shall govern any legal action pursuant to this Contract with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the federal District Court of California, Eastern District, Sacramento Division.

**20. DISPUTE RESOLUTION.** Prior to undertaking any litigation, the Parties shall make reasonable efforts to resolve all disputes informally, including by means of a conference between senior managers of each Party having authority to resolve the dispute.

1. Venue. Any controversy or claim between the Parties shall be determined with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the federal District Court of California, Northern District, Sacramento Division.

2. If any litigation action or proceeding is commenced in connection with this Agreement, the prevailing Party, as determined by the court, shall be entitled to reasonable attorneys' fees (including allocated costs for in-house legal services), costs and necessary disbursements incurred in such action or proceeding.

**21. NO PERSONAL LIABILITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY or for any amount due CONTRACTOR.

**22. INTEGRATION AND MODIFICATION.** The response by CONTRACTOR to the Request for Proposals or Qualifications and the Request for Proposals or Qualifications on file with the CITY are hereby incorporated herein by reference to the extent that such documents do not differ from the provisions and terms of this Contract that shall supersede such response to Request for Proposals or Qualifications. This Contract represents the entire integrated agreement between CONTRACTOR and CITY,

supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties, and may be amended only by written instrument signed by CONTRACTOR and CITY. All exhibits and this contract are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Contract and the attached exhibits, the terms of this Contract will prevail.

**23. SEVERABILITY.** The provisions of this Contract are severable to the extent that should any of its provisions or terms be declared void in whole or in part by operation of law or agreement of the parties, the remainder of the provisions or terms not expressly declared void shall remain enforceable and in full effect.

**24. THIRD PARTY RIGHTS.** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than CITY and CONTRACTOR.

**25. AUTHORITY.** The undersigned hereby represent and warrant that they are authorized by the parties to execute this Contract.

IN WITNESS WHEREOF: the parties have executed this Contract the day and year first hereinabove written.

**CITY OF STOCKTON**

**BRIGHTVIEW LANDSCAPE SERVICES, INC.  
DBA MARINA LANDSCAPE MAINTENANCE**

By: \_\_\_\_\_  
KURT O. WILSON  
CITY MANAGER

By: \_\_\_\_\_  
Signature

ATTEST:

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
BRET HUNTER  
INTERIM CITY CLERK

Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
DEPUTY CITY ATTORNEY



**PUBLIC WORKS DEPARTMENT**

**SCOPE OF SERVICES/  
SPECIAL PROVISIONS**

**FOR**

**PARKS MAINTENANCE**

**PROJECT NO. 18-062**

**Pre-Bid Meeting: Thursday, October 12, 2017 at 8 a.m.,  
Municipal Service Center, 1465 S. Lincoln St., Stockton, CA**

**BID OPENS: Thursday, October 19, 2017 at 2 p.m.  
City Hall, City Council Chambers**

**SCOPE OF SERVICES/SPECIAL PROVISIONS**

PARKS MAINTENANCE

PROJECT NO. PW OM-18-062

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**SCOPE OF SERVICES/SPECIAL PROVISIONS****PARKS MAINTENANCE**

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The City of Stockton's Parks section oversees professional landscape maintenance contractors charged with maintaining safe, sustainable, and aesthetically pleasing parks that enhance and improve the quality of life in the City of Stockton.

The following standards outline the scope of services and responsibilities required of the Contractor. The specifications outline the quantity, frequency and category of work required.

The Instructions to Bidders (not included here) provides contract requirements such as licensing and insurance.

The parks maintenance work comprises general horticultural maintenance; including, but not limited to mowing, edging, turf trimming, shrub trimming, fertilizing, litter/trash collection, graffiti abatement, weed control, minor tree work, operation of manual and automatic irrigation systems, turf aeration, disposal of the material collected and janitorial/site cleaning/play equipment inspection; including, but not limited to regularly scheduled trash collection, emptying trash receptacles, cleaning restrooms and restocking with supplies, washing site furnishings and structures such as tables and benches, service buildings, bathrooms, game courts, play structures and shade structures, regular inspection of play equipment and fall surfacing and disposal of the material found/collected.

Various common repairs will include irrigation repairs, emergency call outs and the possible replanting of shrubs and trees.

Some areas and parks may not be fully in conformance with the specifications. Except for tree service, Contractor shall bring all areas in conformance with these Special Provisions by February 15, 2018. No additional compensation will be allowed for bringing the areas in conformance with these Special Provisions. Tree Service shall be completed in accordance with Section 9-1.06.

**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 Plans and these Special Provisions.

In case of conflict between these Special Provisions and the City Standard Specifications and Plans, or Caltrans Specifications, the Special Provisions shall take precedence.

**1-1.02 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:

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City or Owner	City of Stockton
CA-MUTCD	2014 California Manual on Uniform Traffic Control Devices
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
Deficiency	Where work has not been performed in accordance with these Special Provisions and Standard Specifications and/or any subsequent superseding contract or contract change order as determined by the Contract Administrator.
Correction	An item or area of maintenance that requires attention for any unanticipated or unscheduled maintenance or corrective repairs, such as an irrigation line break or cleanup from vandalism, graffiti, or other event.
Contract Administrator	Public Works Department representative(s) who oversee(s) this maintenance contract.
Project Manager	Contractor's appointed person responsible for performance of the work.
Contractor	Company having contracted with the City for work as described herein.

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**SECTION 2 - BLANK**

**SECTION 3 - BLANK**

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

**4-1.01 Beginning of Work**

At no time shall work begin without receiving a Notice to Proceed from the Contract Administrator that the contract has been approved by the City Attorney or an authorized representative.

The Contractor shall diligently prosecute all work items throughout contract term.

Full compensation for any additional costs occasioned by compliance with the provisions in this section shall be considered as included in the negotiated contract, and no additional compensation will be allowed.

**Understanding of Conditions**

Contractors should 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 of Stockton's parks. A bid shall be considered prima-facie evidence that the Contractor has made the necessary investigation and is satisfied with respect to the conditions to be encountered, the character, and quantity of the work performed. Contractors are advised to visit and review the job sites prior to the submission of their bids.

Contractors must be thoroughly competent and capable of satisfactorily performing the work covered by this bid and may 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 information as may be deemed necessary by the Contract Administrator in determining such competency and capability.

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

**4-1.02 Award of Contract**

Award of the Contract will be made only to Responsive Responsible Bidders possessing the ability to perform all aspects of this contract successfully, which will be determined by considering such matters as Contractor integrity, compliance with public policy, record of past performance (including default on a project), financial, labor and technical resources.

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Pursuant to Public Contract Code Section 1103, "Responsive Responsible Bidder" means a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract.

**4-1.03 Time of Completion**

Upon approval of the contract by the City Council for said work and the furnishing of said materials, the performance of said work and the furnishing of said materials shall commence January 1, 2018 and run through December 31, 2020 with a three-year initial term.

**4-1.04 Contract Extension**

Upon request from the Contractor, the City may approve extending this contract for up to four one-year extensions, but in no case shall the contract be extended for more than seven years from the original contract date. The Contractor must submit a request for a contract extension in writing to the Contract Administrator by March 31 of the year in which contract or any extension expires. Based on the Contractor's performance, the Contract Administrator will evaluate whether the contract should be extended. Any contract extension must be approved by the City Manager. Should an extension(s) be granted, at the end of such extension(s) and upon completion of contract term, all maintenance areas shall be in conformance with the project specifications. If maintenance areas are not in conformance by the end of the contract term, the City may deduct the cost to bring the areas into conformance from the contractor's final billing invoice.

**4-1.05 Liquidated Damages**

Work shall commence from the effective date of the Notice to Proceed, unless otherwise approved by the City. Full compensation for any costs required to comply with the provisions in this section shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed.

The Contract Administrator may deduct specified damages from payments for each day needed to complete a Deficiency Work Order in excess of the projected finish date for the Deficiency Work Order. Damages accrue starting the first day after an unmet projected finish date through and including the day the Deficiency Work Order is considered complete by the City. The City will re-inspect these overdue Deficiency Work Orders for completeness and an additional penalty will be assessed for these inspections. If work is not satisfactorily completed, there may be multiple re-inspection penalties deducted from monthly payment.

In some cases, as determined by the Contract Administrator, the cost for any work not performed as specified in these special provisions may be deducted from the monthly billing invoice. Contractor shall pay liquidated damages to the City of Stockton in the amount indicated in the price schedule submitted with contractor's proposal.

The Contractor shall pay the following sums for the associated liquidated damages and

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penalties (deducted from monthly billing invoice):

The Contract Administrator may deduct specified damages from monthly payments for each day work is not complete on a Deficiency Work Order after the projected finish date specified on the Deficiency Work Order	<b>\$500 per calendar day</b> (from the first day after the unmet completion date through and including the day the Deficiency Work Order is inspected and assessed by the Contract Administrator as complete)
The Contract Administrator may deduct specified damages from monthly payments for work not performed.	<b>Amount indicated on contractor's bid for specified work.</b>
Re-inspection Penalty	<b>\$150 for each re-inspection</b> to determine if Deficiency Work Order is complete. This re-inspection will be scheduled after the contractor notifies Contract Administrator of completed deficient work. If work is still considered deficient, contractor will be notified and another re-inspection (and penalty) will be necessary.
Processing Penalty	<b>\$250 per month</b> for every month the Contract Administrator must withhold payment for liquidated damages, penalties, or other lack of diligence in performing this contract.

#### **4-1.06 Re-inspection Penalty**

The Contractor may be required to pay a \$150.00 re-inspection penalty for any City re-inspections resulting from Deficiencies as defined in 1-1.02 (Terms and Definitions). If a deficiency is not corrected by the projected finish date specified on the Deficiency Work Order and additional inspections are required, or if a Deficiency Work Order is marked as complete and the deficiency still exists, multiple re-inspections may be charged for the same deficient work order.

#### **4-1.07 Termination Clause**

The City may terminate the resultant contract for convenience by providing a thirty (30) calendar day notice unless otherwise stated in writing.

If, in the opinion of the Public Works Director, the Contractor fails to diligently prosecute this contract, the City reserves the right to terminate this contract with a thirty (30) day written notice. Within the 30-day period after the Contractor has been given a notice of termination the City may hire an interim Contractor. The City reserves the right to recall the Contractor's contract security and/or withhold any payment which may be due as may be necessary to offset all costs of hiring such interim Contractor.

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Whenever, in the opinion of the Contract Administrator, services performed under this contract are not satisfactory, the Contractor shall be advised of the deficiency(ies) via a CityWorks work order (or any current City work order management program). Contractor's failure to correct the deficiency(ies) prior to the expected work order completion date can be considered a lack of diligence in prosecuting the contract and grounds for terminating the contract and for a deduction of Contractor's compensation.

Notwithstanding any provision to the contrary herein, City shall have no obligation to give more than six Deficiency Work Orders in any six-month period. In the event six such Deficiency Work Orders are generated within any given six-month period, this will constitute a lack of diligence in prosecuting the contract and City may thereupon terminate this contract immediately.

**SECTION 5 - GENERAL**

**5-1.01 Contract Bonds – DOES NOT APPLY TO THIS PROJECT**

**5-1.02 Project Appearance**

The Contractor shall maintain all parks and project maintenance areas in a neat, trim and professional appearance while working.

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.

**5-1.03 Indemnification and Insurance**

See "Instructions to Bidders."

**5-1.04 Increased or Decreased Quantities**

The City reserves the right to make changes to the work to be performed by the Contractor. Such alterations, deviations, additions to, or omissions, 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 Contract Administrator to be necessary or advisable and to require such extra work as may be determined by the Contract Administrator to be required for the proper completion of the maintenance work, without adjustment in the unit price as proposed. Section 4-1.03B, "Increase or Decreased Quantities", of the Standard Specifications, shall not apply.

Any such changes will be set forth in a Contract Change Order, which will specify the additional work to be done, the agreed upon time to complete such work, if applicable, and the basis of compensation for such work. A Contract Change Order will not become effective until approved by the Director. An interim Field Order may be issued by the Contract Administrator if deemed necessary. Any extra work approved by Contract Change Order or Field Order shall be executed by the Contractor without cause for delay of regular contracted services.

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**5-1.05 Start of Work Meeting**

The City of Stockton Public Works Department will schedule a pre-start of work meeting with the Contractor following award of the contract and prior to issuing the Notice to Proceed, which will follow the final execution of the Contract. This meeting will be held in the City of Stockton, Public Works Department.

**5-1.06 Inspections**

Representative(s) from the Public Works Department will manage/administer this contract and inspect the Contractor's work. The Contract Administrator has the authority to act on behalf of the Public Works Department and City.

**5-1.07 Contractor Qualifications**

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.

Contractor shall have adequate equipment and employ adequate staff to maintain the facilities in accordance with this scope of services/special provisions.

Contractor must be able to respond to an emergency call out within 45 minutes, seven days a week, 24 hours a day. The 45-minute response time is from the time the call is placed to the Contractor to the time the Contractor or Contractor's staff arrives at the site. Once on site, Contractor is expected to secure the immediate problem. Repairs and any associated cleanup can be completed during normal working hours.

Contractor shall provide at least three references with their bid. At least one reference must be a public agency. All references must be able to confirm Contractor is currently prosecuting a contract diligently and with a satisfactory level of service at that agency, or the Contractor's bid may be disqualified.

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

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.

Licensing: Contractor shall possess and maintain a valid class C-27 specialty license issued by the State of California Contractors State License Board.

Contractor shall possess or have someone in his employ assigned to this project that possesses a Qualified Applicators Certificate issued by the State of California Department of Pest Regulation. Contractor shall provide a copy of certificate with bid.

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Contractor shall possess a City of Stockton Business License prior to City Council approval of contract and throughout the life of the contract.

Experience: Contractor shall have satisfactorily provided or shall be currently providing similar services to at least one public agency for at least one full year within the last three years.

Contractor shall be satisfactorily maintaining at least 300 acres of parks or park like open spaces that contain improvements comparable to the parks and open space areas to be maintained in this work. This quantity of maintenance area may be aggregated from no more than two of Contractor's accounts. At least one of the accounts must be a public agency. Performing a reasonably comparable quantity of work for a single owner's association would also meet this qualification. Alternate quantities of areas being maintained may be considered as meeting this qualification so long as in the aggregate, the total area being maintained is comparable in acreage and type of improvements as the work under this project, subject to City's determination. Contractor shall provide evidence of relevant experience and public agency service services and size of work with bid.

All services shall be performed by a person(s) with at least one year of relevant experience, and who are directly employed and supervised by the Contractor.

The irrigation systems consist of (including, but not limited to) various combinations of central irrigation control by Rainmaster and CALSENSE, conventional irrigation controllers, solar powered controllers, valve mounted Rainbird TBOS/UNIK adapters, splitters and doublers, and booster pumps, etc. Contractor shall be competent with servicing, operating, troubleshooting, and providing periodic and/or preventative maintenance for all of these types of equipment and systems.

Contractor shall be able to provide additional work such as irrigation repairs, new irrigation installations, and booster pump troubleshooting and repair.

Contractor shall be capable of repairing public play equipment consistent with equipment manufacture's product and established safety standards.

**5-1.08 Contractor Responsibilities**

Contractor will provide an adequate number of staff able to perform work at the highest standards of horticultural excellence to deliver this project in conformance of these specifications. Key staff shall have current knowledge, and practice, best management practices regarding safety, hazardous materials spill response, plant health, pruning, pesticide application, and irrigation set-up, programming, and maintenance.

The City shall, throughout the life of the contract, have the right of reasonable rejection and/or approval of staff assigned to the work by the contractor. If the Contract Administrator 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 is incompetent, disorderly, refuses to perform in accordance with the contract

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specifications, threatens or uses abusive language while on City property (or while in any way representing the City on or off City property), or is otherwise unsatisfactory, said employee shall be removed immediately from work under this contract upon request of the City.

Contractor shall provide a competent full-time Project Manager (and alternate) available to communicate with the City staff. These representatives must have the authority to represent and act for the Contractor in any matter pertaining to the Agreement. Contractor shall furnish the name and contact information to the City prior to the commencement of the contract and further advise the City of any changes. The representative must be able to communicate effectively with City staff in English, both orally and in writing. Each work crew must have one person on site at all times who can communicate with City staff and/or encountered residents in English.

As used in this contract, the term "Project Manager" shall include the alternate as specified above. The Project Manager, or his/her designee, shall be available 24 hours per day, seven days per week, to meet with City representatives (in person, by phone, e-mail or text) to discuss problem areas or respond to after hour requests from City staff. Contractor shall provide Contract Administrator contact information for both the Project Manager and alternate(s). 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 15 minutes.

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 contract.

Contractor shall provide supervision to assure that tasks are performed to the standards set forth herein or as agreed to with the City. Contractor is solely responsible for the day-to-day supervision and control of Contractor's employees. Personal supervision is not required as long as work crews can communicate with the Contractor at all times.

**5-1.08.1 Staffing Levels**

Contractor shall employ enough staff to ensure performance of the work described. The Contractor shall provide management and technical supervision through competent supervisors as required to implement modern methods and any newly developed procedures. Contractor shall be responsible for the skills, methods, and actions of Contractor's employees and for all work. Contractor must anticipate and plan for extra work, any project deficiencies, or seasonal changes and have adequate staffing to switch from winter to spring/summer maintenance.

Contractor shall be available to meet with City staff for detailed inspection(s) of work sites as deemed necessary by the Contract Administrator.

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**5-1.08.2 Damage to Improvements**

Contractor is responsible for any and all damage to any improvement which is a result of Contractor's actions and/or inaction. Contractor shall notify City within 24 hours of any damage to any City or private amenities/improvements or property caused by Contractor. Contractor shall repair or replace any damaged improvement to the Contract Administrator's satisfaction at no cost to the City.

**5-1.08.3 Safety**

Contractor shall be solely responsible for the safety and welfare of all Contractors' personnel performing work under this contract. 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 contract.

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 that are being serviced.

**TRAFFIC CONTROL AND LANE CLOSURES**

Attention is directed to Part 6 of the California MUTCD, Sections 7-1.03, "Public Convenience", 7-1.04, "Public Safety", and 12, "Temporary Traffic Control", of the Caltrans Specifications, and Section 10-1.01, "Order of Work", of these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from the responsibilities specified in these sections.

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.

**5-1.08.4 Traffic Control Plan**

The Contractor shall submit to the City Engineer a detailed "Traffic Control Plan" for review and approval, if anything further than lane closures become necessary for this work. The "Traffic Control Plan" at least 3 working days prior to commencing any work which requires implementation of any component of the "Traffic Control Plan". The plan shall be approved by the Engineer prior to its implementation by the Contractor.

**5-1.08.5 Traffic Lane and Sidewalk Closures**

Lanes and sidewalks may be closed only as indicated in this section, "Maintaining Traffic", of these Special Provisions. 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

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closures shall conform to the following requirements:

Lane closure, a maximum of one lane in each direction of travel, not less than twelve (12) feet wide, shall be permitted only between the hours of 9 a.m. and 3:30 p.m. Any lane closures other than specified shall be approved by the Engineer.

Standard working hours pertaining only to this section shall be 9 a.m. to 5 p.m. Any extended working hours require the approval of the Engineer.

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 24 hours a day, including covering signs during non-construction hours. The Contractor shall also provide the City with the names and telephone numbers of three representatives available at all times.

Except as otherwise allowed by the City Engineer, "long term" and temporary closures shall be removed and the full width of the traveled way shall be open for use by public traffic when construction operations are not actively in progress during the working period or successive working periods.

The contractor shall provide for pedestrian and wheelchair access to at least one intersection corner within each block and the abutting sidewalk facilities along each block, at all times. Simultaneous closure of both intersection corners to pedestrian traffic within the same block is not allowed.

The contractor shall maintain at least one north/south crosswalk and one east/west crosswalk open to pedestrian and wheelchair access, where exists, at each intersection at all times.

Whenever Contractor's vehicles or equipment are parked within six feet of a traffic lane, the area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the traffic lane at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of nine cones or portable delineators shall be used for the taper. A W20-1 (Road Work Ahead) sign shall be mounted on a portable sign stand with flags. The sign shall be placed where directed by the Engineer.

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Contractor is responsible for the cost of all traffic control. No consideration will be given to the claims of extra costs for traffic control operations.

**5-1.08.6 Protection of Property**

The Contractor shall take every precaution to protect all public and private property during the performance of this contract. Some parks and streetscape landscape areas are bounded by, back up to or are in immediate proximity of private property. Contractor shall use the utmost caution so as not to damage any private property. Any damages caused by Contractor's personnel or equipment must be immediately reported to the Contract Administrator. Contractor will be responsible for the costs to restore the damaged amenity to the condition existing before the damage or for replacement, as determined by City. City reserves the right to select or approve the person/company doing the repair and the materials used. To the greatest extent practicable, Contractor shall not enter private property.

Upon completion of service at a site, Contractor is responsible for securing all areas.

**5-1.08.7 Illness and Injury Prevention Program**

Contractor shall have an Illness and Injury Prevention Program. A copy of the program shall be emailed to the Contract Administrator prior to the issuance of Notice to Proceed.

**5-1.08.8 Quality Assurance/Quality Control Program (QAP)**

Contractor shall have a quality assurance/quality control program that includes procedures that are required to ensure that work is being internally inspected and providing full protection of work and materials. A copy of the QAP shall be included with bid.

**5-1.08.9 Inventory of Materials**

Contractor shall have adequate inventory of materials used in the performance of this contract. Contractor shall provide all supplies necessary to accomplish the required services. Cleaning supplies shall conform to contract requirements and industry standards for the type of cleaning being accomplished. Contractor shall submit a list of supplies to the Contract Administrator prior to the issuance of Notice to Proceed.

**5-1.08.10 Found Items**

Contractor shall ensure that all items of possible personal or monetary value found by Contractor/Contractor's employees are turned in to the Contract Administrator. Found items shall be logged on daily maintenance report.

**5-1.08.11 Key Control**

Contractor shall ensure all keys and security codes issued to Contractor are not lost or misplaced and are not used by unauthorized persons. No keys issued to Contractor shall be duplicated. Contractor shall have a written Key Control Program available upon request. Lost or stolen keys may result in the City re-keying locks. Reimbursement to the City for costs associated with any re-keying will be the responsibility of the contractor. A police report shall be required for any lost or missing keys. A copy of the program shall be

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emailed to the Contract Administrator prior to the issuance of Notice to Proceed.

**5-1.09 Standards of Performance**

All other portions of these special provisions notwithstanding, it is intent of these special provisions that the Contractor provide a level of maintenance that will present parks and other landscape/open space areas in a safe condition and in a clean, attractive, desirable, neat and trim appearance at all times. Contractor shall maintain all areas described in AREAS TO BE MAINTAINED (Section 11) as described in DESCRIPTION OF WORK (Section 9) and throughout these specifications. The City is calling for quality maintenance in accordance with standard horticultural practices and modern techniques accepted by the industry. Contractor agrees to maintain all designated park areas covered by these special provisions at this level. The Contract Administrator shall be the sole judge as to whether Contractor's work conforms to the intent as described in these Special Provisions specifications.

Contractor may make recommendations at any time regarding maintenance or park improvements. The City may or may not adopt those recommendations, based on budget and project requirements.

It is the intent of these specifications that all work is to be performed by Contractor's forces. Contractor shall obtain City approval before subcontracting any part of this work.

Contractor shall comply with all local, County, and State laws and regulations governing landscape maintenance work applicable to the type of work and individual locations being maintained.

**5-1.09.1 Uniforms**

The Contractor shall require each of its maintenance employees to wear uniforms with the Contractor's company and employee name. Footwear and other gear required by OSHA and CAL OSHA Regulations shall be worn. No advertisements or logos other than the Contractor's shall be on employee's uniforms. Personnel not so attired shall not be permitted to work under this contract until properly uniformed. Contractor's employees shall be neat and clean in appearance at the start of each workday. Uniforms shall be consistent for all workers and shall be worn at all times while performing maintenance under this contract.

ANSI-approved safety vests will be worn at all times while working within the City right-of-way.

**5-1.09.2 Vehicles**

All Contractor's maintenance vehicles, or vehicles of those persons representing the Contractor, shall be in good condition with the company name and phone number clearly visible at all times. Contractor vehicles shall be equipped with warning lights, signage, and other equipment necessary to safely work in the City right-of-way. The Contract Administrator or representative may periodically inspect the Contractor's equipment to ensure its serviceability, safety and performance. Equipment determined not to be in

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compliance shall be removed and replaced with suitable equipment.

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

Contractor shall be familiar with all areas and locations of the work. If the Contractor has any questions, the Contractor shall have those questions answered before commencing work on this contract. Good, two-way communication between Contractor and City is paramount to good stewardship of park and landscape resources and essential for successful contract fulfillment.

**5-1.10 Workmanship**

Contractor shall perform work contemplated herein in a good and workmanlike manner to the satisfaction of the Contract Administrator. The Contractor shall cooperate with the Contract Administrator to enable determination of contract compliance. The Contract Administrator shall be the sole judge as to whether Contractor's work conforms to the intent of these Special Provisions. If any work is not performed to the satisfaction of the Contract Administrator, the Contractor will be responsible for correcting such deficiencies within five working days, by the projected finish date on a Deficiency Work Order, or as directed by the Contract Administrator. Deficiencies shall be corrected at no additional cost to the City of Stockton. Contractor is expected to use additional personnel for deficiency corrections or to execute any extra work accepted. There shall be no delay of regular maintenance to complete deficiency corrections or extra work.

**5-1.11 Quality Control**

Contractor shall perform quality control on all work performed under this contract. At a minimum, Contractor shall inspect all work locations at least two times each week. Inspections shall not be on consecutive days. These inspections are not only for work performed, but also to assess site conditions.

**SECTION 6 - BLANK**

**SECTION 7 - MEASUREMENT AND PAYMENT**

**7-1.01 General**

Full compensation for disposal of materials found routinely on-site and generated from performing the work in these Special Provisions become the property of the Contractor who shall be responsible for its proper disposal which 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**

Payment requests shall be submitted after the end of each service month. Payment requests received earlier than that will not be processed until the month's certified payroll is

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submitted. Contract work done for the month will be paid for approximately 30 days after all required reports are found to be complete and billing invoice is approved for payment. Contractor shall provide monthly reports as detailed in SUBMITTALS (Section 10) with the monthly billing invoice.

Deficiencies will be deducted from Contractor's invoice according to the Contractor's price schedule for maintenance services submitted with Contractor's proposal or as listed below. Additionally, there will be no payment for "materials on hand" not incorporated into the work.

The City reserves the right to pay only on a prorated basis for the period of time the actual maintenance services are performed and/or for the percentage of work completed for the month.

**Payments Withheld**

Payment may be withheld to such extent as may be necessary to protect the City from loss including, but not limited to, the following reasons:

- A. Deficiency - work not done to satisfaction of Contract Administrator
- B. Deficiency - Work not performed
- C. Deficiency - Incomplete/partially completed work
- D. Lack of diligence (Non-performance of contract items)
- E. Not submitting required reports and/or requested schedules
- F. Failure of the Contractor to make payments to subcontractors or suppliers for material and labor

**Payments Deducted**

Additional deductions may be withheld from the Contractor's monthly billing invoice for the liquidated damages (Section 4-1.05) and re-inspection penalties (Section 4.1.05 and 4.1.06).

**Retention**

A five percent (5%) retention will be held from each of the first ten monthly invoices submitted by the contractor. Upon satisfactory completion of the contract term and any extension(s) granted and submission of Request for Release of Retention, retention will be released to Contractor approximately 35 days after the request is received. "Satisfactory completion of the contract term or any extension granted" is defined as leaving the maintenance areas in conformance with the project specifications. Retention will not be released if Contractor has outstanding deficiencies or lack of diligence issues. Contractor shall request the Contract Administrator to inspect all project areas 15 working days before the end of the contract term or any extension(s) granted. Contract Administrator (or designated City representative) shall inspect the sites with the contractor to determine any corrections needed. Contractor must complete all corrections by the end of the contract

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term or any extension. Should any areas requiring deficiency corrections remain after the end of the contract term or any extension, City will make arrangements to have the deficiencies corrected. The cost to complete such corrections will be deducted from the retention.

If part or all of Contractor's monthly payment is withheld due to deficiencies, defective work, work not performed incomplete work, and/or failure of the Contractor to make payments to subcontractors or suppliers for material and labor, in addition to any deduction for non-performance, an additional \$250.00 will be deducted to offset City costs to process the reduction. The price schedule submitted with Contractor's proposal will be used to determine the value of deficient work, defective work, work not performed and/or incomplete work to be deducted from Contractor's invoice.

**SECTION 8 – BLANK**

**SECTION 9 - DESCRIPTION OF WORK**

It is the intent of these special provisions that the Contractor provide a level of quality maintenance that presents Stockton residents with safe parks that are attractive, desirable, neat and trim at all times. Operations include, but are not limited to, mowing, trimming, pruning, weed control, trash/debris removal and regular operation, repair, and adjustments to the irrigation system and such tasks that are described below. Contractor is expected to provide the highest level of quality in maintenance compatible with standard horticultural practices and up-to-date techniques accepted by the industry.

**9-1.01 HOURS AND DAYS OF WORK**

All maintenance work using equipment powered by an internal combustion engine, including, but not limited to, mowers, blowers, edgers, and trimmers, is expected to be performed between the hours of 7 a.m. and 10 p.m. Contractor shall not use equipment powered by internal combustion engines within 50 feet of a residence before 8 a.m.

Contractor shall provide a schedule of days and times of the week that maintenance services will be performed at each park. Contractor shall provide said schedule within ten calendar days of award of contract. **A Notice to Proceed will not be issued prior to providing said schedule. (10-2.8)**

The City reserves the authority to direct the Contractor to amend the working day and hour schedule. If scheduling problems develop, the Contractor shall modify and resubmit for City approval as the City deems necessary. If adjustments to the schedule are necessary, they will be negotiated with the Contractor and the adjustments confirmed in writing as mutually agreed.

Contractor must be able to respond to an emergency callout within 45 minutes, seven days a week, 24 hours a day. The 45-minute response time is from the time the call is placed to the Contractor to the time the Contractor or Contractor's staff arrives at the site. Once on site, Contractor is expected to secure the immediate problem and provide and install any

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devices necessary for public safety. Repairs and any associated cleanup can be completed during normal working hours.

**9-1.01.1 Holidays**

Unless otherwise stated, Contractor shall not be required to perform janitorial/site cleaning/play equipment cleaning and inspection service on the following holidays. If the holiday falls on a day janitorial/site cleaning/play equipment cleaning inspection would normally be performed, the work shall be performed on the next work day following the holiday, unless otherwise noted:

<u><b>Holiday</b></u>	<u><b>Date</b></u>
New Year's Day (observed)	January 1
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day (observed)	December 25

Contractor shall perform regular **bathroom** and **trash collection service** on the following holidays.

Martin Luther King Day	Third Monday in January
Lincoln's Birthday	Second Monday in February
Washington's Birthday	Third Monday in February
Easter Sunday	
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October

Contractor shall perform **trash collection service** at all locations **on the day after** the following holidays:

Easter Sunday	
Mother's Day	
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September

Should the Contractor choose to work on a Saturday, Sunday, or on a holiday recognized by the labor unions, and that work requires inspection or supervision by the Contract Administrator, the Contractor shall reimburse the City of Stockton the actual cost of inspection and supervision 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.

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**EXHIBIT A****9-1.02 SERVICE/TASK FREQUENCY**

Service frequency varies depending on the task, maintenance location and season and is indicated below and on the Maintenance Performance Schedules.

Contractor shall complete janitorial/site cleaning/play equipment cleaning and inspection services before 9 a.m. each day. At most parks, janitorial/site cleaning/play equipment cleaning and inspection services will be required on Saturdays, Sundays, and some holidays.

The table below summarizes parks maintenance tasks/services and frequency of completion

<b>Task/Service</b>	<b>Frequency</b>	
	<b>November 1 to February 28</b>	<b>March 1 to October 31</b>
Aeration	N/A	October 15-November 15
B-B-Q Ash Removal	Weekly	Mondays
Drinking Fountains, clean and disinfect	Monday, Wednesday, Friday	Daily
<b>Clean Site Furnishings</b>	<b>Every other week</b>	<b>Weekly</b>
Clean Site Structures	Monthly: 4 <sup>th</sup> week of each month	Monthly: 4 <sup>th</sup> week of each month
Edging	1 <sup>st</sup> and 3 <sup>rd</sup> week of each month	1 <sup>st</sup> and 3 <sup>rd</sup> week of each month
Fall Surfacing Leveling	Weekly	Weekly
Fertilization	N/A	March and October
Game Courts, sweep/blow	Weekly	Weekly
Game Courts, wash	Monthly: 4 <sup>th</sup> week of each month	Monthly: 4 <sup>th</sup> week of each month
Horseshoe Pits, level	Weekly	Weekly
<b>Mowing/Trimming</b>	<b>Once every two weeks</b>	<b>Weekly</b>
Paved/Hard Surface Areas	Bi-weekly when cleaning site furnishings	Weekly when cleaning site furnishings
Play Equipment/Fall Surfacing Inspection and Equipment Wipe Down	Each time Contractor is at site	Each time Contractor is at site
Restock Mutt Mitts	Weekly: Fridays	Weekly: Fridays
<b>Restroom Cleaning</b>	<b>Daily</b>	<b>Daily</b>
Trash/Litter/Debris Collection, removal and disposal	Monday, Wednesday, Friday, and Sunday	Daily
Tree Pruning	N/A	March and October
<b>Trim Shrubs, vines and groundcover</b>	<b>January</b>	<b>April, June, August, October</b>

**9-1.03 QUALITY CONTROL**

Contractor is solely responsible, without further direction from the City, except as specified herein, to assure all work is being done per specifications. Contractor shall inspect every site weekly and check any outstanding Deficiency Work Orders daily, regardless of minimum requirements stated in these specifications.

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**Reporting:** Contractor is responsible for several reporting requirements that will provide the City with valuable information about park conditions, in addition to work performed. Contractor shall provide a written summary of inspection, naming any problem areas, i.e., dry grass, saturated turf, silt wash across sidewalks or other issues, and shall describe action Contractor is taking to correct the noted problem. This report shall be separate from the Maintenance Checklists. **Contractor shall submit inspection reports once each week by 12 noon Thursdays.**

A complete list of required documentation is included in SUBMITTALS (Section 10). Whenever work is performed at a site, a maintenance checklist should be used. If there are any items on the daily checklists that should be forwarded to the City for action or information (such as vandalism, restroom toilet problems or large irrigation leaks), Contractor should forward the information to the Contract Administrator as soon as possible. Reporting of problems can be done anytime, and shall be submitted via telephone (followed by e-mail), or e-mail. These problem reports should be conveyed separately from the usual daily reports. Proactive reporting assists the City with identifying problem areas and allows staff to better respond to resident concerns.

**The following reports must be included with monthly billing invoice, or payment can be delayed:** Maintenance Checklists, Booster Pump Services, Pesticide Report, Turf Conditions Report, Waste Disposal Report, Certified Delivery Slips, Certified Payroll, and Local Employment Report. Reports other than Maintenance Checklists and Quality Control Summary shall be submitted electronically on an Excel spreadsheet. Sample formats of these reports may be provided at Contractor's request.

Contractor will be required to submit an annual compilation of monthly reports of herbicides, pesticides and fungicides used, including the application date(s), time(s) of application, location(s) of application, brand name of material, EPA registration number, concentration, application rate, and amount of material applied

**9-1.04 TURF MAINTENANCE**

Full compensation for providing turf maintenance services will be considered as included in the Contractor's bid price.

Contractor shall mow all turf once each week from March 1 to October 31. From November 1 to February 28 turf shall be mowed once every two weeks. Mowing shall be performed on the same day each week. This will result in approximately 45 mowings per site per year. First mowing shall be completed by January 14 or within 14 calendar days of notice to proceed. When frequency is reduced (November 1-February 28) there will be no less than seven calendar days or more than fourteen calendar days between mowings unless directed and approved by the Contract Administrator.

Any mowing missed due to inclement weather or wet ground conditions shall be rescheduled and completed within three workdays on the weekly schedule and within seven calendar days during the every two-week schedule. Contractor must notify City if

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mowing is rescheduled.

Contractor shall refrain from mowing if site conditions are such that turf may be damaged (saturated with water, standing water present or if turf is covered with frost). If site conditions are such that mowing needs to be suspended, Contractor shall notify City. Contractor shall provide a written explanation why turf is saturated. This shall be noted in an e-mail and in the weekly Quality Control summary and maintenance checklists and forwarded to the City as soon as possible. Mowing within any saturated area(s) shall be postponed until the excess water has drained, infiltrated or evaporated (may be subject to determination by Contract Administrator). Contractor shall use other means as necessary to trim turf in areas that are saturated for two weeks or longer, such as turf near the lake at American Legion Park, if mower access would rut turf. If turf is covered with frost, Contractor shall wait until later in the day to mow when the turf is frost free.

Prior to each mowing Contractor shall remove all trash, litter and debris from the entire turf area, regardless of whether the debris is a result of any maintenance activity and any other material or debris that is not part of the landscaping. Trash and litter includes but is not limited to paper, cans, bottles, broken glass, rocks, trash, broken limbs less than six inches in diameter, and fallen leaves and needles. All trash and litter collected shall be disposed of by the Contractor at an appropriate off-site location (not at any City facility). Any trash and litter cut or broken during mowing or other maintenance, shall be completely removed immediately prior to proceeding with the maintenance of other areas/sites.

Turf shall not be allowed at any time to grow taller than 3", nor at any time be cut shorter than 2 inches, unless noted differently for specific sites (no-mow areas, North Stockton Soccer Complex, etc.). Depending on the site conditions and length of the grass at the time of mowing, Contractor shall adjust the cutting height so that no more than one third (1/3) of the grass height is removed in a single mowing, unless directed otherwise by the Contract Administrator. Scalping, scraping or crown damage to the turf will not be permitted. Equipment must be operated at a speed to provide the optimal desired cut designated by the standards required in this document or by the Public Works Department. Mowing patterns shall be alternated each week. Mower blades shall be kept sharp and produce a clean cut. Equipment that results in torn grass blades with ragged edges is unacceptable.

Removal of cut grass from the turf area is not required, if the clippings in the mowed area are evenly dispersed and the mowed area is free of clumped grass. If the mowing leaves clumped grass, Contractor shall collect the grass before moving on to another area. Double cutting will be permitted in lieu of collecting the clippings if it will eliminate the clumping. Cut grass and debris which falls or is thrown by equipment upon the street pavement, gutter, curb, sidewalks, driveways, planter areas, ground cover areas, tree wells, or adjacent properties shall be removed from the area prior to the exit of the work crew from the immediate work site. Under no circumstances shall Contractor blow any debris into the street and/or gutter and allow it to remain.

Contractor shall use caution when mowing over and/or around existing grade level

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enclosures, utility vaults, irrigation heads, valve boxes, etc. or other features and plants and trees within the turf area. If the mower damages any such features, the Contractor shall promptly notify the Contract Administrator and repair the damage at Contractor expense to the satisfaction of the Contract Administrator.

Contractor shall keep turf mowed/trimmed in such a manner and at such height that at the completion of mowing/trimming, the turf does not interfere with the operation of the irrigation system.

**Reporting:** Contractor shall inspect turf at each mowing to ensure the turf is in good health, without dry or saturated areas, consistently green, and free of weeds and voids. A report of turf conditions shall be submitted with the Contractor's monthly billing.

**9-1.04.1 Ball Fields**

Ball fields shall be mowed at a height of two inches (2"). All other requirements of Section 9-1.04 Turf Maintenance apply to ball field mowing.

Contractor shall ensure that the turf remains in healthy condition and in neat appearance, normal for the season, subject to approval by the Contract Administrator.

**9-1.04.2 Aeration**

Lawn/turf areas shall be aerated once a year utilizing core aeration method. Cores may be left on turf provided they are evenly dispersed throughout the turf area. Aeration shall occur between October 15 and November 15. Contractor is responsible to repair any irrigation system damage caused by aeration. **Contractor shall provide schedule of dates each area will be aerated to Contract Administrator by October 1.**

**9-1.04.3 Trimming**

Trimming shall be performed concurrently with mowing operations. Turf around or surrounding all structures, such as trees, poles, tables, signs, fences, and shrub beds are to be trimmed closely, at the same height as larger areas of turf. Contractor will be held responsible for injury to trees as a result of trimming/mowing practices. Do not "dish out" ground around sprinkler heads.

**9-1.04.4 Turf Edging**

Edging shall be performed in the first full week of each month and the third week of each month. For this work, the "first full week of each month" is defined as the week which the 1st through the 7th day of the month falls on a Monday. The third week of the month is defined as two weeks following the first full week of the month. All sidewalks, curbs, steps, bench pads, and such similar hardscape areas shall be mechanically edged to a 1" depth and 1/4" width where they exist exposing the concrete surface. The initial edging shall be completed with the first trimming. All edges must be maintained through duration of the contract. Edging and maintenance of edge shall use a vertical cut approach. All material dislodged by edging must be removed from the site.

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**Ball Fields:** Contractor shall maintain the edge between the base paths and the infield and outfield by mechanical edging once every two weeks when edging the rest of the park.

**9-1.04.5 Turf Fertilization**

Contractor shall fertilize all turf areas two times a year, in March and October. Fertilizer shall be complete balanced granular type fertilizer, such as Best Turf Supreme 16-6-8, or an approved equal, using one pound of nitrogen per 1,000 square feet and in accordance with manufacturer's application instructions and reporting requirements (10-2.5 and 10-3.5). Fertilized areas shall be thoroughly watered immediately after fertilizer is broadcast. Burning due to fertilization shall be considered property damage and shall be corrected by the Contractor at no extra cost to the City. Contractor shall submit a report of the sites fertilized and amount of material applied at each site with each monthly invoice.

**9-1.04.6 Turf Weed Control**

A regular program of pre- and post-emergent weed control shall be used as often as is necessary to keep turf areas a minimum of ninety (90%) free of weeds. Weeding may be done manually or by using selective herbicides or pre-emergent sprays. Non-restricted chemicals shall be used whenever possible for weed control supplemented by mechanical and/or hand removal of weeds as necessary. Contractor shall exercise extreme care in the use of selective herbicides so application will not damage any other plants. Should non-target turf or shrubs be damaged by Contractor's application, Contractor shall be responsible for replacement of all damaged plant material with the same plant material that is the same size as that damaged. Any herbicide application shall be in full conformance with manufacturer's directions and report chemical usage on Pesticide Report (10-3.5).

Areas at and under fences within a site or one that borders on neighboring property shall be kept free of weeds. Areas between fence lines and curbs or curb lines and areas between fence lines and roads or walkways, including tree wells, shall be kept free of weeds and trash.

All weed/plant growth in cracks, seams and/or joints of paved areas such as sidewalks, parking lots, curbs including curb gutters and catch basins adjacent to the turf area, seam between gutter and street paving, and driveways shall be cut down to the pavement surface during the completion of each mowing cycle. The use of herbicides to control such growth is also permitted. Herbicide usage must be in compliance with State of California Department of Pesticide Regulations.

All bare soil areas and non-turf/undeveloped/unimproved areas within the park areas and adjacent parking lots shall be maintained clean and free of all trash, weeds, and debris.

**9-1.05 SHRUBS, VINES, GROUNDCOVER, AND PLANTER BEDS**

Full compensation for providing shrub, vine, groundcover and planter bed maintenance services will be considered as included in the Contractor's bid price.

Contractor shall keep the shrubs, vines, groundcover, and shrub/flower/planter beds in an attractive, desirable, neat, trim and weed-free appearance through (but not limited to)

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continual and regular trimming and pruning of the shrubs (with heavy pruning occurring during the winter months), vines and groundcovers, regular operation and adjustment of the irrigation system, and weed removal/control. Contractor is expected to provide the highest level of quality in maintenance compatible with standard horticultural practices and modern techniques accepted by the industry.

It is expected the Contractor will provide a heavy pruning during the winter months to promote healthy new shrub and groundcover growth in the warm season. This is subject to the request and approval by the Contract Administrator.

Contractor is encouraged to use growth regulators and pre-emergent herbicides. Contractor shall obtain permission from the Contract Administrator prior to use. Contractor shall submit a written request describing the areas to be treated and the name and concentration of the material to be used. Use shall also be reported on the monthly pesticide report.

Contractor shall maintain all shrub, vine, groundcover, and planter and flower beds in a weed-free state at all times. Weeds shall be removed at the first sign of growth using proper horticultural techniques and weeding tools so that desirable plant material is not damaged. Contractor shall remove/destroy/kill all weeds within the areas to be maintained and from adjoining sidewalk, curb and gutter of the areas maintained.

Shrubs shall be kept trimmed/pruned at all times to at least six inches behind the back of all sidewalks and curbs, at least six inches from any header board or concrete mow band defining a shrub or planter bed, at least six inches from the face of any masonry fence/back-up wall, and six inches below the top of any fence/back-up wall. Shrubs in median islands shall be kept trimmed to at least six inches from any curb or median curb, and shall not be allowed to grow higher than thirty inches above the median curb. Shrubs shall be kept trimmed so they do not extend into any vehicular travel lane – either in a parking lot or surface street - at any time. All trimming/pruning shall conform to the Western Chapter of the International Society of Arboriculture standards.

Vines growing on fences/back-up wall shall be kept trimmed at all times to the bottom of the capstone of the fence/back-up wall, or if there is no capstone, kept trimmed to six inches below the top of any fence/back-up wall. Creeping fig shall be kept trimmed at all times so it does not extend more than three inches from the face of fence/back-up wall. Boston Ivy shall be trimmed in the winter once all leaves have dropped so it does not extend more than three inches from the face of fence/back-up wall. Vines shall be kept trimmed so they do not grow into the adjacent, ground cover, shrubs, trees or any other plant material. Vines that have grown into the adjacent, ground cover, shrubs, trees or any other plant material shall be removed by February 1, 2018.

Groundcover shall be kept trimmed so it does not extend over sidewalks, pathways, and curbs or designated planting areas, including but not limited to those differentiated by headers or mow bands. Groundcover shall be kept trimmed six inches back from hard surfaced materials, header boards, and utility and equipment enclosures. Groundcover

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shall be kept trimmed one foot from the base of all shrubs and trees. Groundcover shall be kept trimmed to a maximum height of eight inches or the height of the sprinklers irrigating the ground cover, whichever is less, and so the groundcover does not interfere with the operation of the irrigation system. This may result in the ground cover being kept to less than eight inches. Ground cover shall be 'rounded over' to the back edge of the sidewalk or may be cut at a 45-degree angle away from the sidewalk so the groundcover will not interfere with the operation of the irrigation system. All groundcover shall be mowed annually if required by the type of plant material.

**9-1.05.1 Trimming and Pruning**

Trimming, pruning, and thinning of shrubs, vines and ground cover shall be performed a minimum of five times per year. All shrubs, vines and ground cover shall be trimmed and brought into conformance with the specifications in the months of January, April, June, August and October. NOTE: Trimming/pruning may have to be performed more often than this to keep the plant material in conformance with these specifications.

Contractor shall proceed through an area in an orderly manner so as not to leave a 'checkerboard' appearance during the trimming cycle. Upon completion of trimming all plant material shall be in full conformance with the specifications. If at the end of the specified months, the shrubs, vines and ground cover are not trimmed in conformance with these specifications; Contractor's invoice will be reduced by the amount for shrubs, vines and groundcover trimming in the prices submitted with Contractor's bid.

Shrubs, vines, and groundcover shall be kept trimmed so they do not at any time interfere with the operation of the irrigation system.

Shrubs, vines and groundcover shall be kept trimmed at all times to maintain a clear path to any feature requiring routine access, such as irrigation controller cabinets, water meter boxes, backflow prevention assembly enclosures, booster pump enclosures, and above ground utility cabinets and ground level vaults that belong to utility companies. Shrubs, vines and groundcover planted adjacent to fences, building, walls, pedestal-type utility enclosures, subdivision name signs, entry monuments or other vertical elements shall be kept trimmed/pruned at all times so that branches do not rub, touch become entangled in the feature.

Shrubs, vines, and groundcovers shall be kept trimmed/pruned to conform to the City of Stockton Standard Specification and Plans Drawing Nos. 9 and 9A – "Corner Sight Distance."

All material generated during trimming/pruning operations become the property of the Contractor and shall be removed from the site by the end of the day it was generated. Disposal of removed plant materials, especially diseased or infested specimens, shall be done in accordance with all applicable laws, codes, regulations and these special provisions.

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**9-1.05.2 Vine and Groundcover Edging**

Edging of vines and groundcovers shall be performed in the first full week of each month and the third week of each month. For this work, the "first full week of each month" is defined as the week which the 1st through the 7th day of the month falls on a Monday. The third week of the month is defined as two weeks following the first full week of the month. All sidewalks, curbs, steps, bench pads, and such similar hardscape areas shall be mechanically edged to a 1" depth and ¼" width where they exist exposing the concrete surface. The initial edging shall be completed during the first full week of January. All edges must be maintained through duration of the contract. Edging and maintenance of edge shall use a vertical cut approach. All material dislodged by edging must be removed from the site.

**9-1.05.3 Volunteer Plant Material in Landscaping**

Volunteer plant material, including but not limited to shrubs, vines, trees, palms, berries, etc., that exist as a result of natural or volunteer growth and have not been planted by intent as part of landscaping material shall be removed. Any of this natural or volunteer growth is to be removed in its entirety and the stump treated with herbicide to prevent re-growth. This includes small, new growth bamboo and small palms at any site, notably Pixie Woods and Swenson Park.

**9-1.05.4 Irrigation for Shrubs, Groundcover and Planter Beds**

All shrubs, ground cover, and planter bed areas shall be irrigated to maintain a healthy plant appearance at all times. Water run-off or saturated/flooded areas will not be permitted. Contractor is expected to modify irrigation schedule to accommodate changes in seasons and weather conditions. The application is to be slow enough for the water to soak in rather than run off. Contractor should not wait for direction from the Contract Administrator to modify the irrigation schedule. Should City have to direct Contractor to adjust or modify the irrigation schedule, it can be considered the Contractor's lack of diligence in prosecuting the contract.

**9-1.05.5 Fertilization for Shrubs, Groundcover and Planter Beds**

Groundcover/planter areas shall be fertilized as often as necessary to maintain healthy plants. Kellogg's triple 6 (6-6-6) or approved equal, shall be applied at the rate of two pounds of actual nitrogen per 1,000 square feet. Follow all manufacturer instructions and pesticide reporting requirements (10-2.5 and 10-3.5).

**9-1.05.6 Dead Plant Material**

Contractor shall remove any dead plant material. Contractor shall report removal of dead plants and their opinion as to why the plant died to the Contract Administrator. Plants that die due to Contractor's negligence shall be replaced by Contractor with plant of same size as died, at no cost to the City. Dead flower material shall be removed as needed, with care not to remove new buds. Agapanthus: dead flower stalks shall be removed after flower fade; Day Lily: cut dead flower stalks after bloom cycle ends, clean out old leaves once each month; Society Garlic: cut dead flower stalks after bloom cycle ends, clean out old leaves once each month. In late Fall, dormant ornamental grasses shall be cut down to

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within 6" of the surrounding soil elevation.

**9-1.05.7      Annuals and Perennials**

At the end of each season, perennials shall be cut back to ground level after the foliage has died back. All annual flowers shall be removed if damaged by frost. The bed shall then be raked level and all debris removed and disposed of by the Contractor.

**9-1.06          TREE SERVICES**

Full compensation for providing tree maintenance services in this section will be considered as included in the Contractor's bid price.

The Contractor shall perform tree services in a professional manner consistent with all appropriate rules of safety and in accordance with American National Standards Institute and consistent with International Society of Arboriculture (ISA) practices.

The Contractor should inspect, upon contract award, all trees for existing damages prior to conducting any work activity in the assigned project area. Observed tree damage should be documented by Contractor in writing to the Contract Administrator.

Tree stakes and ties are to be observed during mowing operations for correct installation and placement. Contractor shall retie trees as necessary as part of their regular work. Contractor shall reset all loose stakes as necessary to stabilize tree.

Contractor shall remove tree stakes from all trees where the tree trunk is greater diameter than the tree stake. Prior to removing stakes, Contractor shall confirm tree can stand properly without staking. Contractor shall dispose of all stakes removed.

**9-1.06.1      Post-Storm Inspection**

Contractor shall inspect all trees after any wind and/or rain storms to determine if any damage has occurred. All downed branches and limbs in maintenance areas shall be removed once each week as part of this work. Where limbs have broken from a tree within 20 feet of the ground, Contractor shall cut or remove any jagged edges at the wound. Broken or hanging branches shall be pruned/removed. Stakes shall be straightened and adjusted and broken or unsecured ties and stakes replaced or secured as necessary so that the tree trunk is in a plumb, vertical condition with supports properly secured. Contractor shall report all observed tree damage (include photographs) to the Contract Administrator, including any tree(s) that require re-staking and observed tree damage that Contractor believes is beyond this scope of work.

All trees less than 20 feet in height which are downed by either natural or unnatural causes shall be removed and disposed of off-site. Prior to stump removal, Contractor shall inspect the site and report any irrigation system damage that may have been caused by the tree falling. Once irrigation system condition has been verified and agreed upon, Contractor shall grind stumps to 18 inches below grade. The resulting hole shall be filled with clean loamy soil or a homogeneous mix of 40% wood chips from the stump removal and 60% imported clean loamy soil. The hole shall be backfilled to two to three inches above the

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surrounding grade to allow for settling. Trees shall be removed within five working days of notice to remove. Contractor is responsible to repair any irrigation system damage resulting from tree stump removal operations.

All trees greater than 20 feet in height which are downed by natural or unnatural causes and/or all trees, which are still standing but must be removed due to disease or poor structure, shall be handled by a separate contract or as extra work. The Contract Administrator shall approve all trees that are to be removed prior to performing the work. Larger downed trees may be left in the park until the City tree crew can complete removal. In this case, remove any smaller branches and debris surrounding tree at each service and trim around the area when mowing.

**9-1.06.2 Tree Trimming**

Contractor shall trim any tree branch(es) that obstruct any traffic control sign(s) within or adjacent to park.

Contractor shall trim any tree branch(es) that obstruct any street/park lights within or adjacent to the park.

Contractor shall trim and/or remove any branch(es) over all sidewalks to provide a minimum of seven feet vertical clearance for pedestrian passage.

Contractor shall trim and/or remove any branch(es) over all roadways and parking lots to provide a minimum of 14 feet vertical clearance for vehicular passage.

Contractor shall trim all tree branches to keep 12" clear of structures, including but not limited to walls and overhangs and at least three feet clear of any lights or cameras mounted to site amenities and structures.

Contractor may trim or remove branches as necessary to allow passage of Contractor's lawn/turf maintenance equipment.

Contractor shall trim all trees less than 20 feet in height. All trees shall be included in required operations once per year. Tree pruning shall be performed during October through March with the intent of developing structurally sound trees, symmetrical in appearance with the proper vertical and horizontal clearances and to maintain the integrity of the tree species. Contractor shall trim fifty percent (50%) of the trees during the period of October to December; the remaining fifty percent (50%) shall be trimmed during the period January to March.

To the greatest extent practicable, Contractor shall trim trees so no branches/limbs extend over the back-up wall/fence into a resident's yard. Contractor shall take appropriate precautions so no material will fall into resident's yard/property and a reasonable attempt should be made to retrieve anything that does by contacting resident, if at home.

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All trees shall be trimmed to remove dead wood, hazardous branches, weak, diseased, insect infested, broken, low or crossing limbs, suckers, water shoots and ivy. Branches with an extremely narrow angle of attachment shall be removed. Any structural weakness or decayed trunk or branches shall be reported to the Contract Administrator prior to pruning. All work shall be performed consistent with ISA practices.

On trees known to be diseased, pruning tools shall be disinfected with 10% chlorine bleach solution or sterilant after each cut and between trees where there is danger of transmitting the disease on tools. The Contractor shall dispose of diseased material off the work site.

**9-1.06.3      Endangered Species**

Trees which have occupied nests of an endangered bird species, i.e., Swainson's Hawk, etc., shall not be pruned or disturbed until the young have permanently vacated the nest. The Contractor shall carefully examine trees to be pruned for the presence of nests with young birds prior to beginning work and shall notify the Contract Administrator of the findings.

**9-1.06.3      Tree Wells**

Tree wells shall be kept weed, trash and sucker-free at all times. Tree wells are defined as those open areas generally located in sidewalk where trees have been planted. Should Contractor use herbicides to control weeds in tree wells, all suckers shall be removed from the tree prior to treating the tree well.

In turf areas Contractor shall maintain a minimum area two feet from the tree clear tree well/basin area around each tree that extends a minimum of two feet from the tree.

Contractor shall remove all sucker growth before it reaches eight inches tall. Sucker growth is defined as the incidental, vegetative growth arising from the bases and lower trunk areas of trees which are not essential to the overall well-being of the plant.

All trees shall be irrigated to maintain a healthy and vigorous appearance at all times. Excessive water run-off or flooded tree wells will not be permitted. Contractor is responsible to adjust irrigation schedule to accommodate changes in seasons and weather conditions.

Trees shall be fertilized once per year with a balanced fertilizer such as Best Triple Pro 15-15-15 or approved equal. Contractor shall follow all manufacturer instructions for application and report chemical usage on Pesticide Report (9-2.5 and 10-3.5).

All trimmings and debris generated by tree maintenance service shall be removed and disposed of off-site at the end of each day's work.

Bid prices for stump grinding are requested for possible extra work for pre-existing stumps or stumps left from larger trees removed by City crews or other contractors.

**Reporting:** Each month, Contractor shall submit a tree service maintenance report with their invoice. The report shall include the number of trees serviced, their locations and the

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service performed, i.e. trim, remove, remove stakes, retie, fertilize, etc.

**9-1.07 WEED CONTROL**

Full compensation for providing weed control maintenance services in this section will be considered as included in the Contractor's bid price.

All weed/plant growth in cracks, seams and/or joints of all paved areas such as sidewalks, curbs including curb gutters and catch basins adjacent to the turf area, seam between gutter and street paving, in parking lots and driveways shall be cut down to the pavement surface during the completion of each mowing cycle. Areas at and under fences that border on neighboring property shall be kept free of weeds and trash. Areas between fence lines and curbs or curb lines and areas between fence lines and roads or walkways, including tree wells, shall be kept free of weeds and trash. Play areas and areas with alternative surfacing (i.e., decomposed granite, road base, cinder/infield mix, rubber, and sand) shall be kept weed and trash-free. Specialty soil areas such as ball field infields/base paths shall be kept weed-free at all times. The use of herbicides and pre-emergent herbicides to control such growth is permitted. Herbicide usage must be in compliance with State of California Department of Pesticide Regulations.

A regular program of pre- and post-emergent weed control shall be used as often as is necessary to keep turf areas reasonably weed free and shrubs, planters and vines entirely weed free, subject to determination by the Contract Administrator. Weeding may be done manually or by using selective herbicides or pre-emergent sprays. If sprays do not work due to weather conditions, etc., follow-up treatment or hand weeding should be determined through contractor quality control checks. Non-restricted chemicals shall be used whenever possible for weed control supplemented by mechanical and/or hand removal of weeds as necessary. If the City needs to point out locations with high weeds, the contractor will be deficient. Contractor shall exercise extreme care in the use of selective herbicides so application will not damage any other plants. Should non-target turf or shrubs be damaged by Contractor's application, Contractor shall be responsible for replacement of all damaged plant material with the same plant material that is the same size as that damaged. Any herbicide application shall be in full conformance with manufacturer's directions and report chemical usage on Pesticide Report (10-3.5)

Contractor may use chemical or mechanical methods or a combination thereof to control weeds. Non-restricted chemicals shall be used for weed control, supplemented by mechanical and/or hand removal of all weeds or grasses as necessary.

Throughout the contract, Contractor shall actively inspect the areas of work for weed growth and shall immediately take action to control or remove the weeds at first sign of growth. Contractor shall not expect City to notify Contractor of when action is required. The City notifying Contractor to remove/control weeds will be considered a deficiency and subject the Contractor to a reduction in payment.

Contractor is responsible for all damages, such as those related to fire resulting from uncontrolled weed growth.

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**9-1.07.1 Bare Soil Areas**

All bare soil areas and non-turf/undeveloped/unimproved areas within the project area shall be maintained clean and free of all trash, weeds, and debris.

**9-1.07.2 Specialty Soil / Undeveloped Areas**

Specialty soil areas include, but are not limited to, baseball skinned infields and base paths, warning paths, etc. No weed growth of any type will be allowed in these areas at any time.

**9-1.07.3 Vegetation Control – Undeveloped Parks**

Vegetation in undeveloped parts of any park (future park expansion areas at Equinoa and Fong Parks, for instance) and at undeveloped park sites (such as, but not limited to, Peri Park or other future parklands) shall be kept to a height of four inches or less at all times. Mechanical or chemical means may be used to control growth of vegetation.

**9-1.07.4 Erosion Control – Future Parks (Cannery and Peri)**

Contractor shall maintain any existing erosion control measures installed at undeveloped park sites. Such measures include, but may not be limited to straw wattle with wooden anchor stakes, and a 10-foot wide tackifier perimeter strip with straw. Contractor shall repair all damaged sections by October 1 each year as directed by the Contract Administrator.

Full compensation for providing insecticide, pesticides, herbicides, fungicide, and fertilizer services in this section will be considered as included in the Contractor's bid price.

**9-1.08 INTEGRATED PEST MANAGEMENT**

To the greatest extent practicable, the City expects the Contractor to use Integrated Pest Management practices, principals, and concepts and least toxic methods of pest control to achieve the expected/specified results. Contractor is encouraged to consult the University of California Agriculture and Natural Resources State Wide Integrated Pest Management Program at [www.ipm.ucdavis.edu](http://www.ipm.ucdavis.edu) to determine the most effective and least toxic methods of pest control. **By July 5 of each year, Contractor shall provide a written report of Integrated Pest Management practices, principals, and concepts and least toxic methods of pest control used during the previous 12 months (July 1-June 30).**

The Contractor shall analyze plant problems and apply correct types and rates of fertilizers, insecticides, fungicides and herbicides.

Any insecticides, pesticides, herbicides, fungicides, and/or fertilizers used shall be applied in accordance with manufacturer's instructions. Contractor shall advise the Contract Administrator in writing prior to the application of any insecticides, pesticides, herbicides, fungicides, and/or fertilizers.

**Contractor shall provide City with Safety Data Sheets for all insecticides, pesticides, herbicides, fungicides, and/or fertilizers proposed for use prior to their actual use.**

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Contractor is solely responsible for any damages due to Contractor's application or misapplication of insecticides, pesticides, herbicides, fungicides, and/or fertilizers.

**Scheduling:** Contractor shall provide a site-specific schedule showing where, when and what insecticides, pesticides, herbicides, fungicides, and/or fertilizers will be applied at least five working days prior to application.

**Reporting:** Each month, the Contractor shall submit a written report with their billing invoice that shall describe the application date(s), time(s) of application, location(s) of application, brand name of material, EPA registration number, concentration, application rate, and amount of material applied. Report shall be in an electronic format compatible with City software. A spreadsheet formatted in Microsoft Excel is preferred. Monthly billing invoices submitted without a report will not be paid until the report is received. Contractor must submit a report even if no insecticides, pesticides, herbicides, fungicides, and/or fertilizers were applied during the month.

Contractor shall comply with all applicable County, State or Federal regulations regarding pesticides, herbicides and fertilizers.

**9-1.09.1 IRRIGATION SYSTEM OPERATION AND MAINTENANCE**

Full compensation for providing irrigation system operation and maintenance services in this section will be considered as included in the Contractor's bid price, unless specifically noted otherwise. Contractor is responsible for all repairs and adjustments from the lateral line to the top of the sprinkler head, and flush valves for drip systems. Additional repairs shall be authorized by the Contract Administrator and charged in accordance with the price schedule for Miscellaneous Repairs and Incidentals that is part of Contractor's bid. Contractor may be asked for a proposal for repairs that are not included in this bid.

Monitoring the park systems, periodic irrigation system checks and report of any damaged, broken, or malfunctioning components is also considered as included in Contractor's bid price. Contractor shall assign at least two full-time employees as irrigation supervisors for the duration of this contract with a certified landscape technician, irrigation certification through the California Landscape Contractors Association.

The irrigation systems consist of various combinations of central irrigation control, conventional irrigation controllers, solar powered controllers, valve mounted Rainbird TBOS/UNIK, splitters and doublers, and booster pumps. Contractor shall be competent with operating, checking, troubleshooting, providing routine preventative maintenance and when necessary, repairing these types of systems.

The City and Contractor will have remote monitoring and adjustment capabilities for the central irrigation control systems. However, the Contractor is required to monitor the field system for proper operation and is required to monitor valve run times and make recommendations to the City for timing adjustments. The Contractor will view a report of

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alarms daily, and the Contractor shall investigate and provide a report of what is found. Investigation of the alarm and providing a report of what was found shall be considered part of normal service to be provided by Contractor. Contractor may be asked to perform needed repairs. Contractor is to provide a one-year warranty on all irrigation repairs.

**9-1.09.1 Maintenance and Repairs**

Contractor is responsible for all repairs and adjustments from the lateral line to the top of the sprinkler head, and flush valves for drip systems. Additional irrigation repairs shall be authorized by the Contract Administrator and charged at the time and materials rate.

During normal maintenance operations for all parks (regardless of the type of irrigation control system), the contractor shall constantly watch for possible irrigation system anomalies or needed repairs (monitoring the park systems), such as areas being too wet or too dry, water runoff into the gutters, missing sprinklers, stuck valves, dead batteries, etc. The contractor should perform a periodic system check as deemed appropriate (no less than once per month, and more often if the Contract Administrator deems necessary or site conditions warrant) to minimize water waste and assure healthy landscaping. **A system check includes activation of all remote-control valves and booster pumps, adjusting sprinklers heads and nozzles so water is delivered appropriately to the landscape with a minimum of overspray onto hard surfaces, sidewalks and streets.**

All irrigation systems shall be tested and inspected at least once per month in accordance with the following requirements:

1. All systems shall be adjusted to provide adequate coverage of all landscape areas and to prevent excessive water run-off, erosion and watering of roadways.
2. Any observed malfunctions, damage, and obstructions to the irrigation system shall be recorded and corrective action taken.
3. In addition to monthly testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported.

**9-1.09.2 Adjustment, damage and repairs**

1. All sprinkler heads shall be adjusted to maintain proper coverage. Adjustment shall include actual adjustments to heads, cleaning and flushing heads and lines, and removal of obstructions.
2. All damage resulting from the Contractor's operations shall be repaired or replaced at the Contractor's expense prior to the end of the workday.
3. The Contract Administrator may consider waiving these fees on a case by case basis if justified by Contractor, but generally damage and repairs for causes other than the Contractor's operations will be paid for as follows:
  - a. Minor irrigation system repairs shall include the adjustment in height and

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direction of the irrigation heads, lateral line repairs, valve repairs, replacement of spray nozzles, washers, broken risers, solenoids and other small parts. Minor repairs shall be made as they are encountered and/or upon request by the Contract Administrator.

Full compensation for all adjustments and for providing minor irrigation system repairs shall be considered as included with the stated monthly contract prices.

- b. Major repairs shall include, but are not limited to, accidents, vandalism, mainline repairs, replacement of valves, height adjustments to valve boxes and quick couplers, and repairs to irrigation wires.

**9-1.09.3 Winter System Check**

A winter system check of shall be completed for all parks by January 31. System check includes activation of all valves/remote control valves, repair breaks and equipment malfunctions and adjusts sprinkler heads and nozzles so that water is delivered appropriately to the landscape. **A report of all deficiencies and an itemized cost by site and overall total cost to repair shall be provided by February 15 for each site.** The report shall include a description of the problem, location and extent of the damage and a materials list for each site. Should the system not be operating properly, Contractor shall notify the Contract Administrator. Full compensation for providing these winter and monthly irrigations checks will be considered as included in the contract price. Contract Administrator will then direct Contractor to proceed with the repairs as appropriate. Cost for repairs shall be in accordance with Contractor's contract unit prices and supplemental price schedule, when necessary.

**Contractor shall provide a schedule of winter irrigation systems tests showing the location, day of the week and approximate time of day each system will be tested.**

Irrigation systems at all locations shall be fully operational by March 1 every year.

**9-1.09.4 Watering Times**

The Contractor should verify watering times are scheduled so that no irrigation occurs between the hours of 6 a.m. and 10 p.m. Any observed watering outside of this schedule must be corrected by Contractor.

Any vandalism of the irrigation system shall be reported to the Contract Administrator.

Irrigation system and controller operation shall be regularly monitored and controlled/adjusted to prevent over-spray, excessive run-off, pooling, ponding, saturated areas, underwatering and overwatering. All planted areas shall follow a planned watering schedule differing only as required by the season of the year. The Contractor shall adjust and improve the schedule per weather conditions and season and should not wait for direction from the Public Works Department. Contractor shall advise the Contract Administrator via email when changes are made to the watering schedule and the Central Irrigation Control System (run time adjustments, etc.). Valve run time adjustments to the

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Central Irrigation Control system schedule shall be recorded.

If City requests changes to irrigation programming/scheduling, Contractor shall comply with the request. The Contractor is expected to regularly monitor and adjust the irrigation system as part of regular service and not rely on the City to provide direction. If the City continually must direct/ask the Contractor to monitor and adjust the irrigation system, this can be considered a deficiency and may be considered grounds for terminating the contract. Contractor shall ensure controllers are set to the proper time which includes adjusting the controllers for the beginning and end of daylight savings time. Controllers that are not set to the correct time shall be considered deficient.

**9-1.09.5 Seasonal Water Adjustments**

Contractor shall adjust the water budget considering the season of the year. From November 1 to February 28, irrigation controllers should be turned off. From March 1 through October 31, irrigation should run 4-5 days a week or as needed to keep landscape healthy, green and thriving. Controller run times should be adjusted by percent depending on seasonal weather conditions. An example adjustment schedule would be 50% for March, 65% for April, 80% for May, 100% for June, 100 % for July, 90% for August, 70% for September, 40% for October. Controllers without percent adjustment capabilities should be adjusted by turning on or turning off watering days. Contractor shall adjust as necessary depending on weather conditions and subject to approval by the City. City budget restrictions or other external factors may prompt a City request of the contractor to make additional adjustments; all considered to be a part of normal service to be provided by the Contractor.

Contractor may be asked to temporarily turn off the irrigation at a location to accommodate a special event. Temporary adjustments to irrigation controller operation shall be considered part of normal service to be provided by Contractor. Whenever possible, the Contractor will be advised in writing regarding the date(s) irrigation is to be suspended and the date to resume normal irrigation.

**9-1.09.6 Pump Maintenance**

Contractor shall perform the following services on booster pumps at the frequencies specified as part of normal maintenance service and provide a report of booster pump services performed that month when submitting monthly billing invoice:

**Monthly: March through October**

1. Perform a visual examination of the system and check for obvious problems such as leaks, illuminated alarm lights, pump cycling or operating with no demand in the field, discoloration in cable, wire and/or connectors, electrical components not functioning, ventilation fan not operating, station cover not secured or locked.
2. Perform a functional check looking/listening for pump or motor vibration, unusual noises from pump or motor that may indicate bearings needing lubrication or beginning to fail or pump cavitation, loose connections.
3. Make sure all valves are in proper positions.

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4. Clean and remove all debris from inside enclosure.
5. Clean all filters.
6. Check all pump settings.
7. Check to make sure all safety guards are in place and secure.
8. Operate all valves for the full length of travel at least once and return to normal operational settings.
- 9. Lubricate pump bearings, check motor oil and blow out/clean pump area/enclosure.**
10. Note tasks performed in log book.
11. Return all components to normal operational settings.
12. Upon completion of service, lock pump enclosure or building in which pump is located.

Winterize: Perform between November 15 and November 30

1. Turn electrical disconnect to the "Off" position and secure with a padlock.
2. Operate all valves for the full length of travel at least once.
3. Close inlet valve to pump, open bypass valves and drain pump case.
4. Note tasks performed in log book.
5. Upon completion of service, lock pump enclosure or building in which pump is located.

Spring Start-up: Perform between February 15 and February 28

1. Visually check system for damage.
2. Operate all valves for the full length of travel at least once.
3. Set isolation and bypass valves to proper positions for pump operation.
4. Check and tighten all electrical connections.
5. Perform all visual and manual inspections and cleanings as for regular monthly service.
6. Turn electrical disconnect to the "On" position and secure with a padlock.
7. Once pump is charged with water, start pump by operating irrigation system and check for leaks.
8. Note tasks performed in log book.
9. Upon completion of service, lock pump enclosure or building in which pump is located.

**Reporting:** Contractor shall provide a report of booster pump services performed once each month with their billing invoice.

**9-1.10 PARK CLEANLINESS AND MAINTENANCE ACTIVITIES**

Full compensation for providing park maintenance services in this section will be considered as included in the Contractor's bid price.

**9-1.10.1 Trash Collection (Litter/Debris Removal, Empty Trash Receptacles)**

Contractor shall collect, remove and properly dispose of all trash, litter and debris from each park site (including parking lots) daily March 1 through October 31 and on Mondays,

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Wednesdays, Fridays, and Sundays for the remainder of the year, or as determined by the Contract Administrator. All litter/debris collected must be removed from the park in which it was collected before moving to the next park. Contractor is responsible for the proper disposal of all material collected. At no time shall Contractor store any trash, litter, debris at any park site. Upon completion of task, the site shall be clear of all trash/litter/debris.

Litter/debris removal means the collection and proper disposal of all debris including but not limited to paper, cans, bottles, broken glass, rocks, trash, broken limbs, and all fallen leaves, needles, cigarettes butts and any other material or debris that is not part of the landscaping, regardless of whether the debris is a result of Contractor maintenance activity. Removal of litter/debris includes the sweeping or blowing of all hard surface areas within the project area such as table pads, sidewalks, parking lots and driveways. Trash collection is to occur daily and as necessary to maintain safe and clean parks throughout the week with an emphasis on weekends and Monday mornings. Empty trash containers daily and as necessary to provide clean and reasonably odor-free containers with sufficient capacity for park user needs.

**Reporting:** With each month's billing, Contractor shall submit a report in spreadsheet form indicating the amount of material disposed and the location at which it was disposed. Spreadsheet shall be transmitted electronically and shall be on software compatible with City software (template provided upon request after contract award).

Any debris/material in the project area that Contractor feels is too large for the scope of this contract (solid, large pieces of debris, i.e., full-size furniture, etc.) shall be reported as soon as possible to the Contract Administrator. Contractor shall contact Contract Administrator for a determination at time found. Information shall be noted on maintenance checklists.

**9-1.10.2                      Clean and Disinfect Drinking Fountains**

Contractor shall clean and disinfect all drinking fountains with a quad-type disinfectant on same schedule as trash collection (Section 9-1.10.1). Areas to be cleaned and disinfected include all orifices and the drain of the fountain. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale, and other evidence of soil. Drain shall be free flowing. Contractor shall notify the Contract Administrator if fountain is not working.

**9-1.10.3                      Cleaning Supplies/Caution Signs**

Contractor shall provide all equipment and cleaning supplies and products as necessary to accomplish the services required by this contract. Contractor shall re-supply restrooms each service visit with City-approved restroom supplies.

Contractor shall display prominent caution signs when performing cleaning tasks which may cause hazardous conditions. These signs shall always be used during normal working hours when Contractor is creating wet or slick floors and/or working with heavy items over 7' above floor surfaces.

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**9-1.10.4 RESTROOMS - Clean and Disinfect by 9 a.m. daily**

After cleaning, restrooms will be clean, sanitary, and free of unacceptable odors. Restrooms shall be serviced daily to maintain clean, safe odor-free facilities. At a minimum, the following actions shall be performed at each cleaning to accomplish these results:

**Completely damp-clean and disinfect** with a quad-type disinfectant all surfaces of partitions, stalls, stall doors, and wall areas adjacent to wall-mounted lavatories, urinals and toilets; toilet bowls, urinals, lavatories, showers, dispensers, mirrors, metal surfaces, and other such surfaces using a germicidal detergent. Remove smudges, fingerprints, marks, streaks, etc., from washable surfaces of walls, partitions, doors, furnishings, and fixtures. Germicidal detergent shall be used in the restrooms. Any buildup of dirt or foreign material must be scrubbed off, as necessary. After cleaning, the surfaces shall have a clean, uniform appearance, free of streaks, spots, and other evidence of soil.

**Scrub and de-scale** toilet bowls and urinals. After scrubbing and de-scaling, the entire surface shall be free from odor, urine or fecal material, streaks, stains, scale, scum, mineral deposits, and rust stains.

**Restroom Stocking**

Restrooms shall be sufficiently stocked so that supplies do not run out prior to next servicing. The Contractor shall provide urinal and toilet deodorant cakes, paper seat covers where there are dispensers, toilet paper, paper towels where there are dispensers, and liquid, gel or powdered hand soaps where there are dispensers. The quality of such supplies shall be approved in advance by the City. All paper products shall contain a minimum of 20% post-consumer content. If dispensers are found missing, Contractor shall request replacement from Contract Administrator.

**Floor Drains**

All floor drains shall be flushed at least once each week.

**Wet mop floors** using germicidal detergent solution. Floors should be swept prior to mopping. Trash receptacles and any other easily-moved furnishing(s) shall be tilted or moved to maintain floors underneath. Floors shall be wet mopped at each bathroom cleaning to maintain them in a clean appearance and condition. After wet mopping, the floor shall have a uniform appearance with no streaks, black marks, swirl marks, detergent residue, evidence of remaining dirt, or standing water. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc. or mop strands remaining in the area.

**Deodorizers**

Place sufficient room deodorizers to control restroom odors. In the event the chemicals being used are unsatisfactory to the City, Contractor shall substitute an acceptable product.

**Locked Restrooms**

Please note that there are some park restrooms that always remain locked. Most of these restrooms still require maintenance, as they are still used by field staff and different user

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groups. Occasionally, restroom maintenance will be required during event set-up. Contractor is still expected to perform maintenance while outside groups may be readying for an event (at Weber Point, for example). On rental dates, site and restrooms at the Oak Park Magpie fenced picnic area should be cleaned and disinfected by 9 a.m. Picnic rental users are advised not to arrive before 9 a.m. If users arrive prior to 9 a.m., Contractor must still perform maintenance until complete. If this is not possible, Contractor must immediately notify Contract Administrator.

**9-1.10.5 Site Furnishings**

Contractor shall wash and wipe clean all site furnishings such as tables and benches, trash can enclosures, play equipment, etc., once a week March 1-October 31 and during the first and third weeks November 1-February 28, or when they are found in dusty, grimy or sticky condition during a service day. At completion of washing, site furnishings shall have a clean, uniform appearance, free of streaks, spots, and other evidence of soil. Contractor shall not use any detergents or solvents which are detrimental to the landscaping or site furnishings.

**9-1.10.6 Rental Picnic Areas in Parks**

Additional service shall be provided for rental picnic areas. All rental picnic areas in parks shall be serviced/washed/cleaned on Fridays, Saturdays and Sundays by 9 a.m. if they are rented on those dates. Generally, the City will provide a listing of rented picnic sites on the Wednesday prior to the rentals. This service includes washing off all concrete areas and site furnishings, collecting all trash and emptying all trash cans.

**9-1.10.7 Site Structures**

Site structures, such as restroom buildings, utility buildings, and shade structures, shall be washed off once a month or more often as needed if they are found in grimy or unacceptably dirty condition. At completion of washing, site structures shall have a clean, uniform appearance, free of streaks, spots, spider webs and other evidence of soil. Contractor shall take all necessary precautions to prevent damage to the structures during washing including preventing water from entering structure. At the completion of washing, all dust, dirt, lint, litter, spider webs, etc., from all walls, sills, ledges, ceilings, etc., is expected to be removed. Contractor shall not use any detergents or solvents which are detrimental to the landscaping or site structures.

**9-1.10.8 Paved Areas/Hard Surface Areas**

Paved/hard surface/concrete areas, such as picnic areas, areas around play equipment, and areas under and around tables and benches, shall be blown and washed off once per week or more often as needed if they are found in dusty, grimy or sticky condition. The same shall apply to parking lots but the frequency shall be once per month, with grimy or sticky conditions removed more often if present. At completion of washing, the paved/hard surface/concrete areas shall have a clean, uniform appearance, free of streaks, spots, and other evidence of soil and/or debris. Contractor shall not use any detergents or solvents which are detrimental to the landscaping or paved areas/hard surface areas. Graffiti on these surfaces is abated by the Community Enhancement division of Public Works. Graffiti shall be reported on the maintenance checklist at each site visit. Sidewalks and parking lots

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must be kept free of trash and debris and Contractor must spot clean if sticky/grimy conditions are found or as directed by Contract Administrator.

**9-1.10.9 Maintenance Around Community Centers Within Parks**

Additional maintenance services are required for community center and other site landscaping located within in parks. There are community centers at McKinley, Oak (Oak Park Senior Center, Oak Park Ice Arena and Oak Park Tennis Center), Panella (Rue Community Center), Stribley, Van Buskirk and Williams Brotherhood parks. Debris and trash removal, irrigation checks and repairs, weed control and other items should be consistent with the maintenance of the rest of the park, including shrub trimming and irrigation repairs inside the Oak Park Senior Center courtyard (volunteers weed and care for planter beds other than trees) and Oak Park Tennis Complex. Bare soil areas shall be kept weed-free at all times and center and parking lot groundcover or bark should be trash-free at all times. At Williams Brotherhood Park, this contract calls for all planter bed, irrigation and other parks maintenance around the building and parking lot area of the Merlo Gym. The turf around the Dorothy Jones Center is included in this contract, but the planter beds (care and irrigation) is handled by others.

**9-1.10.10 Maintenance for Baseball Fields**

Additional maintenance services are required for baseball fields located in parks. This table specifies the minimum services and frequency of service to be provided. Debris and trash removal, weed control and other items must be consistent with the maintenance of the rest of the park. Bare soil areas, such as infields, base paths and warning tracks, at ball fields shall be kept weed-free at all times.

<b>Baseball diamonds – February 1 through October 31</b>	
<b>Task/Service</b>	<b>Frequency</b>
Mow infield and outfield.	Weekly
Groom base paths and infield.	Weekly
Fill in all holes/low spots that have developed in the infield, base paths and around home plate.	Weekly
Cut down, rake and/or blowout as necessary to remove "lip" that develops between infield and grass.	Weekly
Pack pitcher's mound, home plate area. Assume using one fifty-pound bag of clay field material per week.	Weekly
Edge infield, outfield and base paths 1st and 3rd full weeks of each month.	1st and 3rd full weeks of each month
Spray out foul lines as needed, generally 2 to 3 times a year with a contact herbicide. Coordinate with City staff for proper alignment.	As needed, generally 2-3 times a year
Infield, base paths, warning tracks and any other bare soil areas are to be kept weed free at all times	As needed

**9-1.10.11 Maintenance for Soccer Fields**

Additional maintenance services are required for soccer fields located in parks. A separate maintenance schedule is provided for maintenance at the North Stockton Soccer Complex (Attachment A). Debris and trash removal, weed control and other

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items must be consistent with the maintenance of the rest of the parks.

**9-1.10.12 Masonry Fences/Back-up Walls**

Masonry fences/wood fences/walls separating a park from adjoining private property which is damaged or which require repair, graffiti removal, repainting, etc., shall be reported to the Contract Administrator. Repair, graffiti removal, repainting, etc., of masonry fences/wood fences/walls is considered an excluded service unless the damage was caused by Contractor's actions. If damage is a result of Contractor's actions, Contractor shall arrange and pay for repairs.

**9-1.10.13 Rodent Control**

Contractor shall notify the Contract Administrator upon noticing evidence of rodents. Contractor will also fill in old rodent holes as requested to maintain safety in parks.

**9-1.10.14 Graffiti Abatement – Paint Out and/or Removal and Reporting**

During normal maintenance, Contractor shall abate graffiti from all irrigation controller cabinets, backflow prevention device enclosures, electrical pedestals for irrigation controllers, and irrigation booster pump enclosures (all "Cabinets") within maintenance areas. Graffiti shall be removed from stainless steel and unpainted aluminum cabinets. Cabinets that are currently painted green shall have the graffiti abated by painting over with an exterior satin acrylic paint, color to be Kelly Moore "Green Thumb" or similar approved color. Cabinets that are currently painted tan/light brown shall have the graffiti abated by painting over with an exterior satin acrylic paint, color to be Kelly Moore "Graystone" or similar approved color. Alternate colors must be approved by City prior to use.

As noticed during normal maintenance operations, Contractor shall report graffiti on all other locations such as walls, inside restrooms, site furnishings such as benches, trash receptacles, and play equipment within the maintenance area to Contract Administrator. Contractor is not expected to abate graffiti from these improvements, but it is essential that vandalism be reported.

**9-1.10.15 Play Equipment/Fall Surfacing Inspection**

Play equipment shall be inspected to ensure it is in proper working order with no worn, damaged or broken parts. If worn, damaged or broken parts are discovered, Contractor shall immediately secure the site to prevent anyone from using the affected piece of equipment and mark with caution tape. Contractor shall then notify the Contract Administrator.

Contractor shall inspect fall surfacing each day Contractor is at the site to perform service to ensure there is no injurious material in the surfacing. All foreign material shall be removed from the fall surfacing. This includes small debris such as drink box straws, candy wrappers, cigarette butts, etc. No trash of any size should be present on the fall surfacing.

Contractor shall rake fall surfacing back into areas where it has been pushed out or moved – typically at the ends of slides and under swings. This should result in the entire surface of

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the fall surfacing material being a smooth, level, even thickness across the play area. Contractor shall notify Contract Administrator if depth of fall surfacing material cannot be maintained at 12" minimum.

**9-1.10.16 Hard Surface Game Court Areas**

Hard surface game court areas include courts such as tennis, handball, basketball and other non-dedicated hard surface court areas. Game courts shall be swept/blown off once each week and washed off once each month. Sticky or grimy areas shall be spot cleaned and washed off each week. Dedicated hard surface court areas shall be washed off during the fourth week of each month. At the completion of sweeping/blowing off the courts the court surface shall be clear of all loose debris. At completion of washing, the game courts have a clean, uniform appearance, free of streaks, spots, and other evidence of soil and/or debris. No standing water shall be left on the court surface. Contractor shall not use any detergents or solvents which are detrimental to the landscaping or game court surfacing or striping. Any weeds found on hard surface courts must be immediately abated.

**9-1.10.17 Basketball Net/Tennis Net Replacement**

Each day contractor is at sites with tennis and basketball courts, it should be noted if basketball nets or nets on tennis courts are present and in usable condition. Contractor shall tighten nets as necessary. Contractor shall notify the Contract Administrator if nets are missing or damaged. Contractor shall install/replace nets as directed. The City will provide nets.

**9-1.10.18 Restock Dog Waste Bag Dispensers**

Each Friday, Contractor shall restock dog waste bag dispensers. City will provide dog waste bags which Contractor will pick up at the Municipal Service Center as needed. Contractor shall remove any graffiti from these dispensers, as needed, and will notify Contract Administrator if any are missing or in disrepair.

**9-1.10.19 Lighting**

Contractor shall visually inspect the area at each cleaning. Lights that are not working shall be reported to the Contract Administrator. Contractor shall be alert to any signs of wire theft such as loose or missing handhole covers and/or pull box lids that are ajar or missing. When signs of wire theft are discovered, Contractor shall report such signs to the Contract Administrator.

**9-1.10.20 Horseshoe Pits**

Horseshoe pits shall be raked level once each week. Contractor shall turn off irrigation to/around pits when so directed (particularly at Louis Park) for tournaments.

**9-1.10.21 Barbeques**

Ashes and debris in all park barbeque grills and any in the surrounding area shall be cleaned out and disposed of each Monday.

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**9-1.10.22 Ponds (Victory & Panella Parks, Decarli Waterfront Square)**

**Victory Park**

The surface of the ponds at Victory shall be skimmed once each week. This includes removal of any trash and debris, leaves, branches, algae or aquatic weeds that are accessible from shore within eight feet from edge on the top and below the surface of the pond within eight feet of the edge. The cleanliness of the pond at Victory is the Contractor's responsibility; the equipment operations is the responsibility of the Municipal Utilities Department.

**Panella Park**

The surface of Panella Park's pond shall be skimmed once each week. This includes removal of any trash and debris, leaves, branches, algae or aquatic weeds that are accessible from shore within eight feet from edge on the top and below the surface of the pond within eight feet of the edge. At the Panella Park pond, Contractor is responsible for the cleanliness and proper operation of the equipment. Contractor shall check the operating condition of all equipment (filters, pumps, valves, compressors, aerators, and all other equipment and/or systems related to the operation of the pond) and report to Contract Administrator. Pond water levels shall be inspected any time the contractor is at the park. If the pond water levels are below normal levels, the Contractor shall report to Contract Administrator.

**Decarli Plaza**

Park maintenance at DeCarli Plaza includes cleaning, removing and disposing floating debris and vegetation from the DeCarli Plaza basin two times a month, during the first and third week of the month. In accordance with any pertaining state and federal regulations, Contractor shall clean up, remove and dispose of existing clumps of algae, floating weed growth and any floating debris including, but not limited to, trash, weeds and/or any floating weed/plant/vegetation growth. Contractor shall visit and perform all necessary work as needed to remove and dispose of all floating debris and vegetation from the designated area so that at the completion of the twice monthly visit, the defined area shall be free of all floating debris and vegetation. This work shall be limited to the portion of basin located between El Dorado Street and Center Street and include the upper basin (fountain portion) as well as the large lower basin. Contractor may be asked to wipe down public art installed in this area as needed. Work shall not include water clarity control.

Maintenance of the lagoons at Pixie Woods in Louis Park is described on Pixie Woods Maintenance Schedule (Attachment A).

**9-2 DEFICIENCIES**

The intent of these specifications is to call for quality stewardship of the City of Stockton's park system. The selected Contractor should understand that their work will be on display and for the enjoyment and assessment of all citizens and visitors to the area. If there are parts of the Contractor's work that do not conform to the intent of the Special Provisions or the condition of the areas to be maintained is unsatisfactory, Contractor will be notified of the deficiencies and a date by which corrections must be completed. Any form of notification shall be valid. Contractor shall confirm receipt of notice via e-mail or completed

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work order in CityWorks (or any current work order management system in use by the City of Stockton) within 24 hours. Not providing confirmation of completing the corrections may be considered a lack of diligence in prosecuting the contract.

If the deficiency is to provide for traffic sight distance or to secure an immediate health or safety issue, the correction shall be completed within one working day. Most resident complaints will require timely response. If Contractor fails to correct any deficiency by the projected finish date, the City may arrange to have the deficiency corrected and deduct the cost to correct the deficiency from the amount due Contractor. Not completing the correction by the projected finish date may also be considered a lack of diligence in prosecuting this contract.

Six instances of this lack of diligence (not correcting a deficiency by the date specified) within a six-month period can result in the cancellation of this contract. **Corrections shall not interrupt or delay regularly scheduled service.**

**9-3 DISPOSAL OF MATERIALS**

Contractor must recycle or compost all green waste (grass clippings, leaves, prunings, etc.) from City property in a manner that does not add to solid waste. No trash or green waste covered in this contract may be disposed of at City Parks or at the Municipal Service Center.

To the greatest extent practicable, contractor shall separate green waste from trash and dispose of each separately.

Contractor must provide monthly accounting for waste disposal, including description of material, copies of certified weight tickets and description of where material is being recycled/disposed. Monthly billing invoices will not be paid unless monthly report is submitted. Contractor shall also submit the report electronically in an Excel spreadsheet or other program that is compatible with City software. (10-3.8)

**9-4 EMERGENCY RESPONSE**

Contractor shall provide emergency response within 45 minutes of notification of any calls for service outside normal working hours. This emergency response is to be used to secure the problem; repairs are to be accomplished during regular working hours. Emergency response time is considered additional service on a time and materials basis. Emergency response will be compensated at the rate included in the Schedule of Compensation.

**9-5 Incidental Maintenance Services**

All incidental maintenance services, such as emergency and/or after-hours response, irrigation repair or request for additional non-scheduled service, must be approved by the Contract Administrator prior to the Contractor performing the work. Payment for approved incidental maintenance services shall be based on Contractor's Schedule of Compensation. If Contractor is requested to perform an incidental maintenance service that is not listed on the Schedule of Compensation, contractor shall submit a proposal for the repair detailing

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the labor and material costs separately. Should the City decide to have the Contractor perform the work, a contract change order will be processed for the work. Incidental maintenance services may include, but are not limited to, the following:

- A. Emergency and/or after hours response.
- B. Irrigation system repairs.
- C. Replacement or reestablishment of trees, shrubs, groundcover plants, and/or turf.
- D. Other non-routine service(s) that may or may not be described in this document that may be requested by the City.

**9-5.1 Various Common Repairs**

The City may request various unplanned common repairs or services or work such as irrigation system repairs, emergency call out, or plant/tree replacements typically performed at parks or in street or open space maintenance but that are unpredictable in both frequency and quantity.

**NOTE:** Please note that Contractor's attention is directed to Bid Alternates A through K, which describe variations to the work specified in this section. The City reserves the right and sole discretion to award the base bid with any combination of bid alternates as deemed to be in the best interest of the City.

**SECTION 10 - SUBMITTALS**

In addition to maintenance tasks, this project requires Contractor to perform various reporting tasks. Overall monthly reports should be submitted electronically to Contract Administrator. If that is not possible or will be delayed, a hard copy of any reports/documents can be submitted with approval of Contract Administrator.

**10-1 BID SUBMITTALS**

The following items must be submitted with bid:

**10-1.1 References**

Contractor shall provide at least three references with their bid. At least one reference must be a public agency. All references must be able to confirm Contractor is currently providing service at a satisfactory level or the Contractor's bid may be disqualified.

**10-1.2 Quality Assurance/Quality Control Program**  
 (Sections 5-1.08.8 and 9-1.03).

**10-2 CONTRACT AWARD SUBMISSIONS**

Once identified for contract award, Contractor shall be ready to submit the following items within fifteen (15) calendar days (unless otherwise noted) after Notice to Proceed/contract award:

**10-2.1 Irrigation System Report**

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(Section 9-1.09). An initial complete irrigation system check must be accomplished by January 31, with a report of all deficiencies and a cost to repair them must be provided to the Contract Administrator by February 15. The report shall include a description of the problem, location and extent of the damage.

**10-2.2 Key Control** (Section 5-1.07.9)

Contractor shall have a written key control program available upon request. Keys must be requested and signed for. If any Contractor personnel lose keys (for any reason), a City of Stockton police report must be filed before additional keys may be requested.

**10-2.3 List of Materials and Supplies** (Section 5-1.08.9).

Contractor shall submit a list of supplies to the Contract Administrator.

**10-2.4 Safety Data Sheets** (Section 9-1.08).

Contractor shall provide City with Safety Data Sheets for all cleaning supplies, insecticides, pesticides, herbicides, fungicides, and/or fertilizers proposed for use prior to their actual use.

**10-2.5 Pesticide Application Schedule** (Section 9-1.08).

Contractor shall provide a site-specific schedule showing where, when and what insecticides, pesticides, herbicides, fungicides, and/or fertilizers will be applied at least five working days prior to application.

**10-2.6 Project Manager Designation** (Section 5-1.07).

Contact information for the Project Manager (supervisor) 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 shall be provided upon contract award.

**10-2.7 Tree Health Report** (Section 9-1.06).

The Contractor should inspect, upon contract award, all trees. Observed tree damage should be documented by Contractor in writing to the Contract Administrator.

**10-2.8 Work Schedule** (Section 9-1.01).

Within ten calendar days after City Council approval of this contract, Contractor shall submit a work schedule showing the proposed days and location(s) of the maintenance work to be performed. Contractor will not be allowed to commence work until a work schedule is submitted. Should Contractor wish to later modify this schedule, a written request must be submitted to and approved by the Contract Administrator prior to the revised schedule becoming effective. The City's Public Works Field Inspector schedule is largely based on this Contractor's schedule of maintenance.

**10-3 MONTHLY BILLING SUBMISSIONS**

Several items are required in addition to monthly billing invoice before City will process payment. Reports other than daily maintenance checklists should be submitted electronically on an Excel spreadsheet or other program that is compatible with City

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software. Contractor shall provide the following reports with monthly billing invoice:

**10-3.1        Booster Pump Services** (Section 9-1.09.4).

Contractor shall provide a report of booster pump services performed each month.

**10-3.1        Certified Delivery Slips**

Certified delivery slips for all material(s) required for use in carrying out with this contract or any subsequent change order, such as fertilizers, paper products for bathrooms, cleaning supplies, irrigation repair components, engineered wood fiber, etc. Materials shall be as specified unless an alternate is approved. Upon request, samples of the material supplied shall be submitted to the Contract Administrator for review and approval.

**10-3.2        Certified Payroll**

Monthly certified payroll reports must be filed with the California Department of Industrial Relations under the provided project number. An electronic copy of these certified payroll reports must also be received by the Contract Administrator in the Parks Division, as well as the designated compliance person in the Public Works Fiscal Division.

**10-3.3        Local Employment Report** (Stockton Municipal Code 3.68.095.e). This monthly report must include percentage of hours worked by staff considered to be local employees (show total hours worked and number of hours worked by local residents). Include name, place of residence, hours employed and per diem wages and benefits of each person employed by the contractor, and the contractor's subcontractors, including full-time, part-time, permanent and temporary employees.

**10-3.4        Maintenance Checklists**

A completed checklist shall be submitted to Contract Administrator for each day's work at each location.

**10-3.5        Pesticide Report** (Section 9-1.08)

This report shall include the application date(s), time(s), and location(s) of application, brand name of material, EPA registration number, concentration, application rate, and amount of material applied. Contractor must submit a report even if no insecticides, pesticides, herbicides, fungicides, and/or fertilizers were applied during the month. An annual compilation of these reports will be required each July.

**10-3.6        Tree Service Maintenance Report** (Section 9-1.06)

Summary of tree services provided each month.

**10-3.7        Turf Conditions Report** (Section 9-1.04)

Summary of turf conditions at each mowing.

**10-3.8        Waste Disposal Report** (Section 9-3)

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Report shall include the amount of material, type of material and where material was disposed and shall include copies of the disposal tickets/receipts.

**10-4 OTHER REQUIRED SUBMITTALS**

**10-4.1 Integrated Pest Management Practices** (Section 9-1.08).

Annual review of IPMP practices is due July 15.

**10-4.2 Quality Control Summary** (Section 9-1.03)

A weekly summary of inspection/quality control checks performed by the Contractor should be provided every week by 12 noon Thursday (Section 9-1.02.1). This report may be provided electronically on a form developed by contractor or may be sent as an e-mail. Contractor should follow-up on receipt of any e-mails if acknowledgement is not received.

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**SECTION 11 - AREAS TO BE MAINTAINED**

**11-1 Parks**

	Park	Location	Total Acreage	Acreage Requiring Regular Contract Landscape Maintenance	Undeveloped Acreage - Weed Control	Irrigation Booster Pump	Rental Picnic Areas	Notes
1.	Anderson	6299 N. El Dorado St.	11	11		1		Restroom closed to public; maintain for staff and user groups. Includes maintenance throughout site, including skateboard area.
2.	Atherton	1978 Quail Lakes Dr.	10	10		1		
3.	Barkleyville	5505 Feather River Dr.	4	4		1		Due to high use of this site, park must be closed during weekly maintenance.
4.	Baxter	10410 Muir Woods Ave.	9.1	9.1		1		
5.	Brooking	4500 Nugget Ave.	3.07	3.07		1		
6.	Buckley Cove	4311 Buckley Cove Way	15	15		1		Well pump; maintenance includes park and roadway areas.
7.	Caldwell	3021 Pacific Ave.	3.49	3.49				
8.	Columbus	401 W. Worth St.	2.11	2.11				
9.	Constitution	1101 E. Lindsay St.	2.11	2.11				
10.	Cortez	8313 Tam O'Shanter	5	5		1		
11.	Cruz	110 Segovia Ln.	7.04	7.04		1		
12.	DeCarli Plaza	123 N. El Dorado	2.24	2.24				Includes debris removal from DeCarli Basin 2x per month
13.	Dentoni	9400 Davis Rd.	9.5	9.5		1		The fenced ballfield between the park and school remains under City maintenance. All gates must remain closed and locked during school hours.
14.	Eden	900 N. El Dorado St.	2.11	2.11				Restroom permanently closed
15.	Equinoa	9499 Glacier Point Dr.	14.5	6.25	8.25	1		Undeveloped acreage shall be kept weed-free at all times.
16.	Faklis	5250 Cosumnes Dr.	16.15	16.15		1		Trash pick-up at this site includes trash can up on levee where walking path intersects it, west of pump station

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**11-4 Non-Park and Specialty Sites**

	Name	Location	Total Acreage	Acreage Requiring Regular Contract Landscape Maintenance	Undeveloped Acreage - Weed Control	Irrigation Booster Pump	Rental Picnic Areas	Notes
63.	Buckley Cove Boat Launch	4311 Buckley Cove Way						
64.	Joan Darrah Promenade	South Seawall	.83	.83		1		
65.	E.B.M.U.D. Greenbelt	I-5 to McGaw	11.12	11.12				
66.	E.B.M.U.D. Greenbelt	March/Pershing	2.9	2.9				Pershing to approximately 1230' east of Pershing.
67.	Louis Boat Launch	3303 Monte Diablo						Boat launch/gangway area and top boat parking area
68.	Morelli Boat Launch	1025 W. Weber Ave						
69.	North Seawall		2.1	2.1				
70.	North Stockton Soccer Complex	10055 N. SR 99 W. Frontage Road	38	38		2		
71.	Pixie Woods							a. Annual Maintenance b. Open Season - Janitorial c. Open Season - Boat Refueling
72.	Victory Park Rose Garden	1201 Pershing Ave.						

**11-5 Undeveloped Park Sites**

	Name	Location	Total Acreage	Acreage Requiring Regular Contract Landscape Maintenance	Undeveloped Acreage - Weed Control	Irrigation Booster Pump	Rental Picnic Areas	Notes
73.	Future Park - Peri	2920 McCloud River Rd.	5.9		5.9			Weed and Trash Abatement
74.	Future park - Cannery	3833 Orbison Ln.	2.71		2.71			Weed and Trash Abatement
75.	Future park - Cannery	9933 Ornella Ln.	1		1			Weed and Trash Abatement

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76.	Future park – Bonnaire Circle	1696 Bonnaire Circle	3.0			3.0		Weed and Trash Abatement
77.	Future park – Bonnaire Circle	1696 Bonnaire Circle	3.0			3.0		Weed and Trash Abatement
78.	Future park – Shady Forest	2020 Shady Forest Way	1			1		Weed and Trash Abatement
79.	Future park – Susan and Madrid	1679 Madrid Way	.73			.73		Weed and Trash Abatement
80.	Future park – Susan and Braden	2839 Susan Way	1.46			1.46		Weed and Trash Abatement
81.	EBMD Greenbelt	Georgetown to Pacific	.88			.88		Weed and Trash Abatement

**SCOPE OF SERVICES/SPECIAL PROVISIONS**  
**PARKS MAINTENANCE**  
**PROJECT NO. PW OM-18-062**

**11-6 Parks With Playgrounds/Engineered Wood Fiber Fall Surfacing**

Engineered Wood Fiber				
	Name	Location	Approximate SF	CY for 3" Fill
1.	Anderson	128 W. Benjamin Holt Dr.	3600	33.33
2.	Atherton	1978 Quail Lakes Dr.	3800	35.19
3.	Baxter	10410 Muir Woods Ave.	3000	27.78
4.	Brooking	3750 Kentfield Rd.	2500	23.15
5.	Buckley Cove	4311 Buckley Cove Way	3800	35.19
6.	Cruz	110 Segovia Ln.	3500	32.41
7.	Caldwell	3021 Pacific Ave.	2500	23.15
8.	Columbus	401 W. Worth St.	2000	18.52
9.	Constitution	1101 E. Lindsay St.	1300	12.04
10.	Cortez	8313 Tam O'Shanter	2800	25.93
11.	Dentoni	1430 Royal Oaks Dr.	3000	27.78
12.	Eden	900 N. El Dorado St.	1500	13.89
13.	Equinoa	9499 Glacier Point Dr.	3600	33.33
14.	Faklis	5250 Cosumnes Dr.	3100	28.70
15.	Fong	2525 Blossom Ci.	3150	29.17
16.	Friedberger	1699 Sycamore Ave.	3200	29.63
17.	Gibbons	1825 W. Hammer Lane	3000	27.78
18.	Gleason	400 S. California St.	5800	53.70
19.	Grupe	5900 Cumberland Pl.	4300	39.81
20.	Holiday	614 Elaine Dr.	3500	32.41
21.	Holmes	1718 Ralph Ave.	3000	27.78
22.	Iloilo	5920 Scott Creek Dr.	5200	48.15
23.	Laughlin	2733 Estate Dr.	6200	57.41
24.	Legion	1859 N. Baker St.	2200	20.37
25.	Liberty	725 E. Jefferson St.	2600	14.81
26.	Loch Lomond	8477 N. El Dorado St.	2200	20.37
27.	Long	4535 Woodchase Ln.	6500	60.19
28.	Louis	3303 Monte Diablo	3700	34.26
29.	Harrell	2244 S. Lincoln St.	4500	41.67
30.	McKinley	2300 S. El Dorado St.	3500	32.41
31.	Misasi	9820 Ronald E. McNair Way	2100	19.44
32.	Oak (east)	501 E. Alpine Ave.	4000	37.04
33.	Oak Park (west)	501 E. Alpine Ave.	2500	23.15
34.	Parma	9127 Chianti Circle	5000	46.30
35.	Pitts	510 Villa Point Dr.	5350	49.62

**SCOPE OF SERVICES/SPECIAL PROVISIONS**  
**PARKS MAINTENANCE**  
**PROJECT NO. PW OM-18-062**

36.	Pixie Woods	Occidental and Shimizu	8664	80.22
37.	Peterson	2499 S. Union St.	4600	42.59
38.	Sandman	8801 Don Ave.	4000	37.04
39.	Sherwood	100 West Robinhood Dr.	3600	33.33
40.	Shropshire	4120 Pock Ln.	3050	28.24
41.	Smith	2606 William Moss Blvd.	5000	46.30
42.	Sousa	2899 Yellowstone Ave.	2800	25.93
43.	Stribley	1899 E. Hazelton Ave.	4500	41.67
44.	Swenson	6803 Alexandria Place	7500	69.44
45.	Unity	5525 Rayanna Dr.	5500	50.93
46.	Valverde	8700 Cherbourg Way	3500	32.41
47.	Victory	1201 Pershing Ave.	3800	35.19
48.	Weber	Park & Van Buren	2500	23.15
49.	Weber Point	221 N. Center St.	2200	20.37
50.	Weberstown – East	4700 Kentfield Rd	2000	18.52
51.	Weston	3603 E W S Woods Blvd.	7800	72.22
52.	Weston Greenbelt	Play area between Manthey Rd. and McDougald Blvd.	3500	32.41
53.	Williams	2040 S. Airport Way	6500	60.19

**SCOPE OF SERVICES/SPECIAL PROVISIONS**  
**PARKS MAINTENANCE**  
**PROJECT NO. PW OM-18-062**

**11-7 Parks With Picnic Rental Sites**

	<b>Name</b>	<b>Picnic Area</b>	<b>Seating</b>	<b>BBQ Pit</b>	<b>Water</b>
1	Grupe	Bear – Site 1	180	Yes	No
2	Legion	Turtle – Site 1	16	Yes	Yes
3	Louis	Cottonwood – Site 1	36	Yes	No
4	Louis	Redwood – Site 3	48	Yes	Yes
5	Mattie Harrell	Elk – Site 1	160	Yes	Yes
6	McKinley	Beaver – Site 1	36	Yes	Yes
7	McKinley	Raccoon – Site 2	28	Yes	No
8	McKinley	Fox – Site 3	28	Yes	Yes
9	Oak	Magpie – Site 1 (Covered and fenced)	250	Yes - Double	Yes
10	Oak	Hidden Oaks – Site 2	224	Yes - Double	Yes
11	Oak	Squirrel – Site 3	112	Yes - Double	Yes
12	Oak	Buck – Site 4	68	Yes - Double	Yes
13	Panela	Mallard – Site 1 (Covered)	40	Yes	No
14	Sandman	Sunshine – Site 1	80	Yes	No
15	Stribley	Blue Jay – Site 1	24	Yes	No
16	Stribley	Hawk – Site 2	120	Yes	Yes
17	Swenson	Golf View – Site 1	48	Yes	Yes
18	Victory	Totem – Site 1	90	Yes	Water fountain
19	Victory	Acorn – Site 2	48	Yes	No
20	Victory	Lagoon – Site 3 (next to tot lot)	60	Yes	Yes
21	Williams Brotherhood	Hummingbird – Site 1	144	Yes - Double	No

**SCOPE OF SERVICES/SPECIAL PROVISIONS**  
PARKS MAINTENANCE  
PROJECT NO. PW OM-18-062

**EXHIBIT A**

**SCHEDULE OF COMPENSATION**

The monthly and annual compensation for years subsequent to the initial year of the contract term shall be the same as the initial year for the first three years of this contract. Further extensions will be increased by 2.5%. Contractor shall furnish all labor, equipment, tools and materials to do all work necessary or incidental to complete the work in accordance with these specifications at the following prices:

**See Exhibit B "Bidding Schedule"**

**BIDDING SCHEDULE**  
**PARKS MAINTENANCE AND JANITORIAL, PROJECT OM-18-062**

EXHIBIT 1  
EXHIBIT B

Each bidder shall bid each item. Failure to bid or not complete the "Schedule of Values" shall be just cause for considering the bid as non-responsive. **Basis of award will be lowest responsive bid for Bid Items A-F.** Bid Items A-C are for maintenance services. For bid items A-C, the City reserves the right (after award of contract) to increase or decrease the quantity of any item or portion of the work. Provided that any alterations, additions or omissions from these specifications does not exceed five percent of the original quantity of work, Contractor shall proceed with the work as increased, decreased or altered at no additional cost to the City. If the decrease in area to be maintained exceeds five percent, Contractor may request their compensation be increased by an amount up to the total per centage increase in the area to be maintained. The City reserves the right to reject any and all bids and to re-advertise for bids or to provide for the work to be done by the City of Stockton.

Bid Items D-F.kkk are for various common annual repairs, maintenance or special services that could be performed within the parks maintenance system. There is no guarantee that these services will have to be performed in the quantities shown. The City reserves the right to increase, decrease or delete quantities for Bid Items D-F.kkk. Bid Alternates A through K are for deducting services. Special pricing has been requested under the bid alternate deductions (see A.1, F.1, G.1, H.1, and K.1). The City reserves the right and sole discretion to award the base bid with any combination of bid alternates as deemed to be in the best interest of the City.

BID ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
<b>A.</b>	<b>PARKS</b>				
1	Anderson	Month	12	3,164.61	37,975.32
2	Atherton	Month	12	2,373.46	28,481.52
3	Barkleyville	Month	12	1,420.48	17,045.76
4	Baxter	Month	12	2,373.46	28,481.52
5	Brooking	Month	12	1,420.48	17,045.76
6	Buckley Cove (park only; boat ramp/parking lot is bid separately)	Month	12	2,211.63	26,539.56
7	Caldwell	Month	12	1,420.36	17,044.32
8	Columbus	Month	12	952.98	11,435.76
9	Constitution	Month	12	952.98	11,435.76
10	Cortez	Month	12	1,887.98	22,655.76
11	Cruz	Month	12	2,211.63	26,539.56
12	Dentoni	Month	12	2,840.96	34,091.52
13	Eden	Month	12	952.98	11,435.76
14	Equinoa	Month	12	1,420.48	17,045.76
15	Faklis	Month	12	3,793.94	45,527.28
16	Fong	Month	12	1,420.48	17,045.76
17	Fremont	Month	12	952.98	11,435.76
18	Friedberger	Month	12	952.98	11,435.76
19	Gibbons	Month	12	1,887.98	22,655.76
20	Gleason	Month	12	952.98	11,435.76
21	Grupe	Month	12	3,470.28	41,643.36
22	Harrell	Month	12	2,535.28	30,423.36
23	Holiday	Month	12	952.98	11,435.76
24	Holmes	Month	12	952.98	11,435.76
25	Iloilo	Month	12	2,373.46	28,481.52
26	Independence	Month	12	952.98	11,435.76
27	King Plaza	Month	12	952.98	11,435.76
28	Lafayette	Month	12	952.98	11,435.76
29	Laughlin	Month	12	1,420.48	17,045.76
30	Legion	Month	12	3,793.94	45,527.28
31	Liberty	Month	12	952.98	11,435.76
32	Loch Lomond	Month	12	1,420.48	17,045.76
33	Long	Month	12	1,420.48	17,045.76
34	Louis Park (park only; boat ramp/parking lot is bid separately)	Month	12	9,475.85	113,710.20
35	McKinley	Month	12	3,793.94	45,527.28
36	McLeod	Month	12	952.98	11,435.76

**BIDDING SCHEDULE  
PARKS MAINTENANCE AND JANITORIAL, PROJECT OM-18-062**

BID ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
37	Misasi	Month	12	3,793.94	45,527.28
38	Morelli (park only; boat ramp/parking lot is bid separately)	Month	12	1,420.48	17,045.76
39	Oak Park	Month	12	7,587.87	91,054.44
40	Panella	Month	12	3,793.94	45,527.28
41	Parma	Month	12	1,420.48	17,045.76
42	Peterson	Month	12	952.98	11,435.76
43	Pitts	Month	12	2,535.28	30,423.36
44	Sandman	Month	12	3,164.61	37,975.32
45	Sherwood	Month	12	1,887.98	22,655.76
46	Shropshire	Month	12	1,582.31	18,987.72
47	Smith	Month	12	1,420.48	17,045.76
48	Sousa	Month	12	1,420.48	17,045.76
49	Stribley	Month	12	3,793.94	45,527.28
50	Swenson	Month	12	2,840.96	34,091.52
51	Swenson View	Month	12	952.98	11,435.76
52	Union	Month	12	952.98	11,435.76
53	Unity	Month	12	1,420.48	17,045.76
54	Valverde	Month	12	1,887.98	22,655.76
55	Van Buskirk	Month	12	3,793.94	45,527.28
56	Victory Park	Month	12	7,551.91	90,622.92
57	Weber	Month	12	952.98	11,435.76
58	Weber Point Event Center (includes open/close)	Month	12	2,535.28	30,423.36
59	Weberstown East	Month	12	1,420.48	17,045.76
60	Weston	Month	12	3,793.94	45,527.28
61	Williams Brotherhood	Month	12	2,535.28	30,423.36
	<b>PARKS SUBTOTAL</b>			137,354.82	1,648,257.84
<b>B.</b>	<b>NON-PARK AND SPECIALTY SITES</b>				
62	Buckley Cove (Boat launch and parking lot only)	Month	12	269.71	3,236.52
63	Joan Darrah Promenade (South Seawall)	Month	12	2,535.28	30,423.36
64	DeCarli Plaza	Month	12	1,024.90	12,298.80
65	E.B.M.U.D. Greenbelt, I-5 to McGaw	Month	12	3,793.94	45,527.28
66	E.B.M.U.D. March Lane, from Pershing to approx. 1230 feet west, at edge of St. Basil Church landscaping	Month	12	1,887.98	22,655.76
67	Louis (Boat Ramp area and parking lot only)	Month	12	2,769.03	33,228.36
68	Louis Park Sports Complex	Month	12	7,264.22	87,170.64
69	Misasi Park Sports Complex	Month	12	7,264.22	87,170.64
70	Morelli (Boat Launch area and parking lot only)	Month	12	323.65	3,883.80
71	North Seawall	Month	12	1,887.98	22,655.76
72	North Stockton Soccer Complex	Month	12	6,958.54	83,502.48
73	Pixie Woods				
	a. Annual Maintenance	Month	12	3,793.94	45,527.28
	b. Open Season (May-October) - Janitorial	Month	6	2,517.29	15,103.74
	c. Open Season - Boat Refueling	Month	6	323.65	1,941.20
74	Victory Park Rose Garden	Month	12	827.11	9,925.32
75	Victory Park Pond Maintenance	Weekly	52	99.59	5,178.68
	<b>NON-PARK AND SPECIALTY SITE SUBTOTAL</b>			43,541.03	509,430.32
<b>C.</b>	<b>UNDEVELOPED PARK SITES</b>				
76	Future park - Peri, 2920 McCloud River Road	Month	12	1,091.50	13,098.00
77	Future park - Cannery, 3833 Orbison Lane	Month	12	501.35	6,016.20
78	Future park - Cannery, 9933 Ornella Lane	Month	12	185.00	2,220.00
79	Future Park - Bonnaire, 1696 Bonnaire Circle	Month	12	555.00	6,660.00
80	Future park - Shady Forest, 2020 Shady Forest Way	Month	12	185.00	2,220.00
81	Future Park - Susan/Madrid, 1679 Madrid Way	Month	12	135.05	1,620.60
82	Future Park - Susan/Braden, 2839 Susan Way	Month	12	270.10	3,241.20
83	E.B.M.U.D., Georgetown to Pacific	Month	12	162.80	1,953.60
	<b>UNDEVELOPED PARK SITES SUBTOTAL</b>			3,085.80	37,029.60

**BIDDING SCHEDULE  
PARKS MAINTENANCE AND JANITORIAL, PROJECT OM-18-062**

BID ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
	<b>Monthly Total Items A+B+C</b>		<b>x 12</b>	<b>183,981.65</b>	<b>2,194,717.76</b>
	<b>ADDITIONAL COST ITEMS</b>				
D.	<b>IRRIGATION BOOSTER PUMP MAINTENANCE (Annual check and monthly service)</b>	48 motors	12	945.86	11,350.32
E.	<b>ANNUAL PLAYGROUND TOP-OFF: ENGINEERED WOOD FIBER</b>				
	<i>Approximate 3" fill, 1x per year; quantities in cubic yards</i>				
1	Anderson	CY	33	50.00	1,650.00
2	Atherton	CY	35	50.00	1,750.00
3	Baxter	CY	28	50.00	1,400.00
4	Brooking	CY	23	50.00	1,150.00
5	Buckley Cove	CY	35	50.00	1,750.00
6	Cruz	CY	32	50.00	1,600.00
7	Caldwell	CY	23	50.00	1,150.00
8	Columbus	CY	19	50.00	950.00
9	Constitution	CY	12	50.00	600.00
10	Cortez	CY	26	50.00	1,300.00
11	Dentoni	CY	28	50.00	1,400.00
12	Eden	CY	14	50.00	700.00
13	Equinoa	CY	33	50.00	1,650.00
14	Faklis	CY	29	50.00	1,450.00
15	Fong	CY	29	50.00	1,450.00
16	Friedberger	CY	28	50.00	1,400.00
17	Gibbons	CY	28	50.00	1,400.00
18	Gleason	CY	54	50.00	2,700.00
19	Grupe	CY	40	50.00	2,000.00
20	Holiday	CY	32	50.00	1,600.00
21	Holmes	CY	28	50.00	1,400.00
22	Iloilo	CY	48	50.00	2,400.00
23	Laughlin	CY	57	50.00	2,850.00
24	Legion	CY	20	50.00	1,000.00
25	Liberty	CY	15	50.00	750.00
26	Loch Lomond	CY	20	50.00	1,000.00
27	Long	CY	60	50.00	3,000.00
28	Louis	CY	34	50.00	1,700.00
29	Harrell	CY	42	50.00	2,100.00
30	McKinley	CY	32	50.00	1,600.00
31	Misasi	CY	19	50.00	950.00
32	Oak (east playground)	CY	37	50.00	1,850.00
33	Oak (west playground)	CY	23	50.00	1,150.00
34	Parma	CY	46	50.00	2,300.00
35	Pitts	CY	50	50.00	2,500.00
36	Pixie Woods	CY	80	50.00	4,000.00
37	Peterson	CY	43	50.00	2,150.00
38	Sandman	CY	37	50.00	1,850.00
39	Sherwood	CY	33	50.00	1,650.00
40	Sousa	CY	26	50.00	1,300.00
41	Stribley	CY	42	50.00	2,100.00
42	Swenson	CY	69	50.00	3,450.00
43	Valverde	CY	32	50.00	1,600.00
44	Victory	CY	35	50.00	1,750.00
45	Weber	CY	23	50.00	1,150.00
46	Weber Point Event Center	CY	20	50.00	1,000.00
47	Weberstown - East	CY	19	50.00	950.00
48	Williams	CY	60	50.00	3,000.00
	<b>E. ANNUAL PLAYGROUND TOP-OFF SUBTOTAL</b>			<b>2,400.00</b>	<b>81,550.00</b>

**BIDDING SCHEDULE  
PARKS MAINTENANCE AND JANITORIAL, PROJECT OM-18-062**

BID ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
<b>F.</b>	<b>MISCELLANEOUS REPAIRS AND INCIDENTALS</b>				
a.	Replace Rainbird 1800 MPR nozzle	EA	200	1.50	300.00
b.	Replace Rainbird 1800, 4-inch pop-up w/ nozzle	EA	600	4.00	2,400.00
c.	Replace Rainbird 1800, 6-inch pop-up w/ nozzle	EA	500	9.00	4,500.00
d.	Replace Rainbird 1800, 12-inch pop-up w/ nozzle	EA	600	13.50	8,100.00
e.	Replace Hunter PGP 4-inch rotor w/ nozzle	EA	100	20.00	2,000.00
f.	Replace Hunter PGP 12-inch rotor w/ nozzle	EA	40	32.00	1,280.00
g.	Replace Hunter I-20 4-inch rotor w/ nozzle	EA	100	40.00	4,000.00
h.	Replace Hunter I-20 6-inch rotor w/ nozzle	EA	40	44.00	1,760.00
i.	Replace Hunter I-20 12-inch rotor w/ nozzle	EA	40	50.00	2,000.00
j.	Replace Hunter I-25 rotor w/ nozzle	EA	20	35.00	700.00
k.	Replace Hunter I-40 rotor w/ nozzle	EA	80	45.00	3,600.00
l.	Rebuild Griswold Valve 1"	EA	10	160.00	1,600.00
m.	Rebuild Griswold Valve 1.25"	EA	10	185.00	1,850.00
n.	Rebuild Griswold Valve 1.5"	EA	40	210.00	8,400.00
o.	Rebuild Griswold Valve 2"	EA	40	250.00	10,000.00
p.	Rebuild Rainbird PEB Valve 1"	EA	10	90.00	900.00
q.	Rebuild Rainbird PEB Valve 1.5"	EA	20	110.00	2,200.00
r.	Rebuild Rainbird PEB Valve 2"	EA	30	150.00	4,500.00
s.	Replace Griswold Valve 1"	EA	10	300.00	3,000.00
t.	Replace Griswold Valve 1.25"	EA	10	320.00	3,200.00
u.	Replace Griswold Valve 1.5"	EA	10	410.00	4,100.00
v.	Replace Griswold Valve 2"	EA	6	460.00	2,760.00
w.	Replace Rainbird PEB Valve 1"	EA	10	100.00	1,000.00
x.	Replace Rainbird PEB Valve 1.5"	EA	10	125.00	1,250.00
y.	Replace Rainbird PEB Valve 2"	EA	60	140.00	8,400.00
z.	Replace solenoid, Conventional controller	EA	20	50.00	1,000.00
aa.	Replace solenoid, LEIT solar controller	EA	20	35.00	700.00
bb.	Replace backflow prevention device, 1"	EA	1	408.00	408.00
cc.	Replace backflow prevention device, 1.5"	EA	1	550.00	550.00
dd.	Replace backflow prevention device, 2"	EA	1	800.00	800.00
ee.	Replace backflow prevention device, 3"	EA	1	270.00	270.00
ff.	Replace backflow prevention device, 4"	EA	1	500.00	500.00
gg.	Repair mainline up to 3"	EA	5	785.00	3,925.00
hh.	Repair mainline over 3" and up to and including 6"	EA	3	1,150.00	3,450.00
ii.	Repair/install thrust block up to 3"	EA	3	145.00	435.00
jj.	Repair/install thrust block over 3" and up to and including 6"	EA	3	215.00	645.00
kk.	Install 4" thick concrete pad for backflow or irrigation cabinet, per square foot (includes conduit and/or sleeves)	SF	64	320.00	20,480.00
ll.	Install backflow cage, 1"	EA	2	1,150.00	2,300.00
mm.	Install backflow cage, 1.5"	EA	2	1,550.00	3,100.00
nn.	Install backflow cage, 2"	EA	1	2,250.00	2,250.00
oo.	Install irrigation cabinet, (labor, city-provided cabinet)	EA	2	450.00	900.00
pp.	Install irrigation controller (24 stations, city-provided, labor)	EA	4	100.00	400.00
qq.	Install irrigation controller (48 stations, city-provided, labor)	EA	4	150.00	600.00
rr.	General irrigation repairs not listed - Labor cost per hour	HOURLY	60	55.00	3,300.00
ss.	Re-stake tree, two new 2-inch diameter 10-foot untreated stakes, four ties, in accordance with COS Standard Drawing 33G	EA	15	28.00	420.00
tt.	Install tree, 15-gallon size, with two untreated stakes, 4 ties, arbor guard, in accordance with COS Standard Drawing 33G	EA	20	120.00	2,400.00
uu.	Grind tree stump to 18" below grade, 13"-16" diameter	EA	3	137.50	412.50
vv.	Grind tree stump to 18" below grade, 16"-20" diameter	EA	3	162.50	487.50



**BIDDING SCHEDULE  
PARKS MAINTENANCE AND JANITORIAL, PROJECT OM-18-062**

BID ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
<b>H.</b>	<b>BID ALTERNATE H</b>			137,712.00	137,712.00
	DEDUCT park turf edging	EA	1		
	H.1 PRICE PER SERVICE for turf edging, per 100 linear feet	LF	100	.0105	1.05
<b>I.</b>	<b>BID ALTERNATE I</b>				
	DEDUCT daily trash pickup and replace with trash pickup Monday, Wednesday Friday and Sunday year round.	LS	1	35,424.00	35,424.00
	I.1 PRICE PER SERVICE for trash pickup, per acre, per single frequency	EA	1	68.78	68.78
<b>J.</b>	<b>BID ALTERNATE J</b>				
	DEDUCT daily trash pickup in November and March and replace with trash pickup Monday, Wednesday, Friday and Sunday October 1 through March 31; keeping daily trash pickup April 1 through September 30	LS	1	26,568.00	26,568.00
<b>K.</b>	<b>BID ALTERNATE K</b>				
	DEDUCT weekly mowing in November and March and replace with mowing once every two weeks.	LS	1	68,292.00	68,292.00
	K.1 PRICE PER SERVICE for mowing, per acre, per single frequency	EA	1	450.00	450.00

**AWARD TOTAL:**

**Contract Award to Marina Landscape Maintenance includes the Base Bid, plus Bid Alternates G, H, and K, for \$2,212,042.08 annually, for a total of \$6,636,126.24 over the three-year contract.**

Base Bid	\$2,443,796.08
Bid Alternate G	- \$25,750.00
Bid Alternate H	- \$137,712.00
Bid Alternate K	- \$68,292.00
<b>Total Award</b>	<b>\$2,212,042.08</b>

**Insurance Requirements for Most Contracts**  
**(Park Maintenance, OM-18-062)**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, their agents, representatives, employees or subcontractors.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the **general aggregate limit shall be twice** the required occurrence limit.
2. **Automobile Liability (AL):** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- ***Additional Insured Status***  
The *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers* are to be covered as additional insureds on the CGL and AL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (**at least as broad as** ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its Mayor, Council, officers,

representatives, agents, employees and volunteers.” Policy shall cover City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers for all locations work is done under this contract.

- **Primary Coverage**

For any claims related to this contract, the Contractor’s insurance coverage shall be endorsed as primary insurance as respects the *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers*. Any insurance or self-insurance maintained by the *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers* shall be excess of the Contractor’s insurance and shall not contribute with it. The City of Stockton does not accept endorsements limiting the Contractor’s insurance coverage to the sole negligence of the Named Insured.

- **Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

- **Waiver of Subrogation**

Contractor hereby grants to the City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

- **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

- **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII if admitted to do business in the State of California; If not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A+:X.

- **Claims Made Policies**

If any of the required policies provide claims-made coverage:

- The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

- If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.

- **Verification of Coverage**

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time, for any reason or no reason.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its Declarations Page and Endorsement Page for each of the required policies.

- **Special Risks or Circumstances**

The City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

- **Certificate holder address**

Proper address for mailing certificates, endorsements and notices shall be:

- City of Stockton
- 400 E Main Street, 3rd Floor – HR
- Attn: City Risk Services
- Stockton, CA 95202

City of Stockton Risk Services Phone: 209-937-5037

City of Stockton Risk Services Fax: 209-937-8558

- **Maintenance of Insurance**

If at any time during the life of the Contract or any extension, the Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

- **Subcontractors**

If the Contractor should subcontract all or any portion of the work to be performed in this contract, the Contractor shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.

NON-COLLUSION DECLARATION  
(Title 23 United States Code Section 112 and Public  
Contract Code Section 7106)

To the CITY of STOCKTON DEPARTMENT OF PUBLIC WORKS.

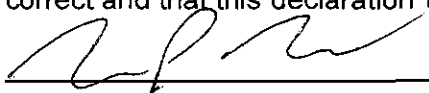
The undersigned declares: BrightView Landscape Services, Inc.

I am the Vice President of Finance of d/b/a Marina Landscape Maintenance, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10/24/17 at Anaheim (city), CA (state).

 Fred Freund- Vice President of Finance

(Signature)

**DEPARTMENT OF INDUSTRIAL RELATIONS  
LABOR COMPLIANCE  
SELF-CERTIFICATION**

We, the undersigned, self-certify that we will comply with all California Department of Industrial Relations (DIR) laws, rules and regulations that apply to Public Work as defined in Labor Code Section 1720(a)(1), as well as Senate Bill 854 (2014), and all other related statutes.

In addition, we acknowledge that to be eligible to bid on City of Stockton Public Works projects, we and all subcontractors under us are registered, and will remain registered with the DIR until project completion; otherwise, we will be disqualified from consideration as a bidder for the subject project.

BrightView Landscape Services, Inc.

CONTRACTOR: d/b/a Marina Landscape Maintenance

BY:  Fred Freund

TITLE: Vice President of Finance

DATE: October 24, 2017

## TITLE VI VIOLATION SELF-CERTIFICATION

We, the undersigned, self-certify that pursuant to Federal Code of Regulations (CFR), 23 CFR 200.9, 633 and 49 CFR 21.7, we do not have any unresolved violations under Title VI of the Civil Rights Act of 1964 and related statutes, including Americans with Disabilities Act (ADA). In addition, we acknowledge that an unresolved Title VI violation will disqualify us for consideration as a bidder for the subject project.

CONTRACTOR: BrightView Landscape Services, Inc.  
d/b/a Marina Landscape Maintenance

BY:  Fred Freund

Vice President of Finance  
TITLE

DATE: October 24, 2017

## LOCAL EMPLOYMENT ORDINANCE

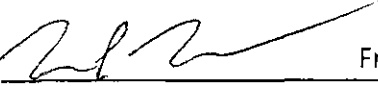
This contract is subject to the requirements of the City of Stockton's Local Employment Ordinance. By my signature below, I certify that I have read and understood the Local Employment Ordinance of the City of Stockton, and agree to abide by its provisions. If selected to perform this contract, I specifically agree to report data on the actual number of Stockton residents employed, and understand that data will be subject to verification by an independent auditor.

Signature of Bidder  Fred Freund - Vice President of Finance

Date Signed October 24, 2017

**LOCAL BUSINESS PREFERENCE ORDINANCE**

The City of Stockton's Local Business Preference Ordinance applies to this project. By my signature below, I certify that I have read and understood the Local Business Preference Ordinance of the City of Stockton, and agree to abide by its provisions.

Signature of Bidder  Fred Freund - Vice President of Finance

Date Signed October 24, 2017

**CITY OF STOCKTON, CALIFORNIA  
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

<b>Subject:</b>  <b>DISCRIMINATION AND HARASSMENT POLICY</b>	<b>Directive No. HR-15</b>	<b>Page No. 1 of 14</b>
	<b>Effective Date:</b>  <b>5/1/2015</b>	<b>Revised From:</b> <b>7/27/09</b> <b>4/6/09</b> <b>3/1/2010</b> <b>(see below)</b>

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98  
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

**I. PURPOSE**

The purpose of this policy is to reaffirm the City's commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace. This policy defines prohibited behavior and conduct, and sets forth a procedure for reporting, investigating and resolving complaints of discrimination, harassment, in the workplace, including retaliation and hostile work environment.

**II. POLICY**

- A. The City of Stockton prohibits any form of discrimination and/or harassment of any person based on race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute consistent with state or federal law. All such discrimination and harassment is unlawful and shall not be tolerated. In addition, under the federal Affordable Care Act (ACA), the City of Stockton prohibits discrimination and/or harassment, or retaliation against an employee who obtains coverage, receives a tax credit or subsidy through the Health Care "Market Place" or "Exchange."
- B. It is an unlawful employment practice to discriminate against or to harass an unpaid intern or volunteer on the basis of any legally protected classification unless an exception applies, such as a bona fide occupational qualification.
- C. The City will neither tolerate nor condone discrimination and/or harassment of employees by managers, supervisors, co-workers, or non-employees with whom City employees have a business service, or professional relationship.
- D. All City employees and non-employees share a responsibility to assist in

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CITY MANAGER ADMINISTRATIVE DIRECTIVE**

<b>Subject:</b>  <b>DISCRIMINATION AND HARASSMENT POLICY</b>	<b>Directive No. HR-15</b>	<b>Page No. 2 of 14</b>
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PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98  
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maintaining an employment environment free of discrimination and harassment. This policy applies to all aspects of City employment, including, but not limited to, hiring, reassignment, placement, promotion, employment action, disciplinary action, layoff, reemployment, transfer, leave of absence, compensation and benefits, training; or other terms of treatment of that person in an unpaid internship, or another limited duration program to provide unpaid work experience for that person, or the harassment of an unpaid intern or volunteer.

- E. All allegations of discrimination and/or harassment shall be investigated immediately by the City, in accordance with this policy. If it is determined that any prohibited activity has occurred, remedial action shall be taken. Such action may include discipline up to and including discharge. In addition, under applicable law, individual supervisors and employees may be subject to personal liability and/or punitive damages in any litigation arising as a result of such conduct.
- F. All new hires shall attend harassment awareness training, and supervisors and managers shall attend harassment awareness and prevention training for supervisors every two years.
- G. The City of Stockton prohibits retaliation against any employee or non-employee by another employee, non-employee, supervisor, or manager for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding, or hearing conducted by the employer or a federal or state enforcement agency.
- H. This policy applies to all officials, employees, volunteers, unpaid interns, agents, or contractors of the City.
- I. This policy shall be administered by the Director of Human Resources.

**CITY OF STOCKTON, CALIFORNIA  
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

<b>Subject:</b>  <b>DISCRIMINATION AND HARASSMENT POLICY</b>	<b>Directive No. HR-15</b>	<b>Page No. 3 of 14</b>
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PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98  
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

### **III. DEFINITION AND EXAMPLES OF DISCRIMINATION AND HARASSMENT**

- A. "Discrimination," as used in this policy, is any action, behavior, practice, or process that is intended to deny, or results in the denial of, employment rights, privileges, or benefits because of a person's race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other prohibition identified under state and federal law. The following are examples of conduct that may constitute discrimination:
1. Soliciting applications from a source where all or most of potential workers are of the same race or color.
  2. Considering a person's gender as the basis for differences in pay, work assignments, performance evaluations, training, discipline, or any other area of employment; and
  3. Questioning a job applicant about the existence, nature and severity of a disability.
- B. "Harassment," as used in this policy, consists of any conduct affecting another person because of his or her race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute identified under state and federal law when such conduct has the purpose or the effect of: (1) creating an intimidating, hostile or offensive work environment; (2) unreasonably interfering with the employee's or non-employee's work performance; or (3)

**CITY OF STOCKTON, CALIFORNIA  
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otherwise adversely affecting an employee's or non-employee's employment opportunities.

Harassment may take many forms, including, but not limited to, the following examples:

1. Verbal Harassment: Epithets, derogatory and offensive comments or slurs based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
  2. Physical Harassment: Assault, impeding or blocking movement that results in the physical interference with normal work or movement on the basis of race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
  3. Visual Harassment: The displaying of posters, photography, notices, bulletins, e-mails, cartoons or drawings with derogatory and offensive content based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
- C. "Sexual harassment," as used in this policy, is a subcategory of harassment, and is specifically defined by law as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:
1. Submission to such conduct is made a term or condition of employment; or
  2. Submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or

**CITY OF STOCKTON, CALIFORNIA  
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

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3. Such conduct has the purpose or effect of unreasonably interfering with an employee's or non-employee's work performance or creating an intimidating, hostile or offensive working environment because of the persistent, severe or pervasive nature of the conduct.

Examples of Sexual Harassment include, but are not limited to the following:

- a. Unwelcome sexual overtures or propositions.
- b. Offering employment benefits or status in exchange for sexual favors.
- c. Making or threatening retaliation after a negative response to sexual advances.
- d. Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars or posters.
- e. Verbal conduct such as using epithets or slurs, telling sexually explicit jokes, or making derogatory or suggestive comments about a person's body or dress.
- f. Written communications of a sexual nature distributed in hard copy, soft copy or via a computer network.
- g. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.
- h. Physical conduct such as touching, assaulting, impeding or blocking movements.

**CITY OF STOCKTON, CALIFORNIA  
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- i. Retaliation for making harassment reports or threatening to report harassment.

**D. Affordable Care Act (ACA) Anti-Retaliation**

Pursuant to section §1558 of the Affordable Care Act, the City prohibits discrimination or retaliation towards any employee who:

1. Receives a health insurance tax credit or subsidy through the Health Care "Marketplace" or "Exchange", by which can trigger a penalty payable by the employer;
2. Reports potential violations of protections afforded under Title I of the Act, which provides guaranteed availability protections among other things;
3. Testifies in a proceeding concerning such violation;
4. Assists or participates in a proceeding concerning a violation; or
5. Objects to, or refuses to participate in, any activity, policy, practice, or assigned task that the employee reasonably believes to be in violation of any provision of the Title I of the Act.

An employee who believes that he or she has been discharged or otherwise discriminated against in violation of section §1558 of the Affordable Care Act may seek relief in accordance with the procedures, notifications, burdens of proof, remedies, and statutes of limitation set forth in section 2087(b) of title 15, United States Code.

**IV. REPORTING AND COMPLAINT PROCEDURES**

**A. Immediate Action Required**

The City's reporting and complaint procedures provide for an immediate, thorough and objective investigation of discrimination or harassment claims, appropriate disciplinary action taken against any person found to have engaged in prohibited behavior, and appropriate alternative remedies to any

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employee or non-employee subject to discrimination or harassment. To accomplish this, such incidents must be reported immediately to a supervisor or manager.

1. Employee's and Non-Employee's Responsibilities when Subjected to Discrimination and/or Harassment
  - a. Employees or non-employees who believe they have been subjected to discrimination or harassment, or are aware of discrimination or harassment against others, shall report the situation immediately to his/her supervisor or manager, except as specified in subsection (b), below. Employees and non-employees shall report any such incidents occurring in the workplace, whether committed by coworkers, supervisors or managers, or third persons doing business with the City, such as customers or vendors, or other non-employees. If comfortable doing so, an employee or non-employee who has a complaint of discrimination or harassment is encouraged to directly inform the person(s) engaging in the behavior that such conduct is offensive and insist the behavior to stop.
  - b. Employees and non-employees must immediately contact a supervisor or manager to register a complaint of discrimination or harassment, unless that supervisor or manager is the individual engaging in the unwanted behavior. In that case, the employee or non-employee may contact someone at the next supervisory level. If the employee or non-employee feels uncomfortable dealing directly with his or her immediate supervisor or manager, he or she may contact the department head, or the Director of Human Resources (or either of their designees) to register a complaint of discrimination or harassment.
  - c. Employees and non-employees may file a formal complaint of harassment or discrimination with their department head or

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with Human Resources. To assist the City in conducting a thorough investigation, complaints shall be submitted in writing and shall include specific details of the incident(s), the names of the individuals involved, the names of any witnesses, and any documentary evidence (notes, pictures, cartoons, etc.) that will corroborate the allegations.

- d. Employees and non-employees shall immediately report any retaliation to a supervisor, manager, department head or Director of Human Resources (or designee). All retaliation complaints shall be immediately, objectively and thoroughly investigated in accordance with the investigation procedures. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge shall be taken.

2. Supervisor's or Manager's Responsibilities to Eliminate Discrimination and/or Harassment

- a. A supervisor or manager is responsible for enforcing the City's discrimination and harassment policy. Supervisors or managers must ensure that all employees and non-employees are aware of the City's policy through open discussion of the policy at staff meetings and by posting the policy in a conspicuous location accessible to all staff members.
- b. A supervisor or manager shall be cognizant of employees' and non-employees' behavior and shall not permit any employee or non-employee under their supervision to be subjected to or engage in any conduct prohibited by this policy.
- c. A supervisor or manager who observes conduct prohibited by this policy shall immediately direct the employee or non-employee to cease the conduct.

**CITY OF STOCKTON, CALIFORNIA  
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

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- d. A supervisor or manager who receives a complaint of prohibited conduct is required to take the complaint seriously, and report the matter immediately to the department head; be supportive of the complainant; ensure there is no retaliation against the complainant; conduct an internal fact-finding review into the allegations; obtain as much detailed information as possible; thoroughly document the findings; communicate in written form to the parties the resolution of the complaint; and report to and consult with the Human Resources Department promptly, without delay.
- B. Confidentiality. The City will make every effort to protect the privacy and confidentiality of all parties involved, as well as any information and/or documentation obtained, to the extent possible consistent with a thorough investigation.
- C. Penalty for Non-Compliance. The City shall take disciplinary action, up to and including discharge, against any supervisor or manager who fails in his/her responsibility to take immediate action in response to an employee's or non-employee's complaint of discrimination or harassment. Further, such disciplinary action shall be taken against a supervisor or manager who fails to stop discriminatory or harassing conduct committed in his/her presence or to stop such conduct about which the supervisor or manager has knowledge.

**V. INVESTIGATION PROCEDURES**

A. Determination of Responsibility for Investigation

If a formal complaint is filed with the department head or the Director of Human Resources (or either of their designees), the department head and the Director of Human Resources shall consult with one another to determine whether the department or Human Resources shall conduct the fact-finding investigation into the allegations. Either the department head or the Director of Human Resources (or either of their designees), depending on who is

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responsible for the investigation, shall issue written notification to the complainant and alleged harasser(s). The notification shall specify the nature of the complaint, and inform the parties that an investigation into the allegations of discrimination and/or harassment shall be conducted.

**B. Investigative Guidelines**

The investigation shall include the following steps taken in the order best suited to the circumstances:

1. Identify and preserve the evidence.
2. Confirm the name and position of the complainant. Interview the complainant.
3. Allow the complainant the opportunity to place the complaint in writing.
4. Obtain the identity of the alleged harasser(s).
5. Obtain as many details as possible regarding the incident(s) that prompted the complaint, including the number of occurrences, dates, times, locations, and witnesses (if applicable).
6. Ascertain how the complainant felt about the alleged incident when it occurred; complainant's response(s) to the alleged behavior; and witness statements (if applicable).
7. Ascertain if any threats or promises were made in connection with the alleged harassment.
8. Ascertain if the complainant knows of or suspects that there are other victims of harassment by the same person(s).
9. Ascertain whether the complainant has spoken to anyone, especially

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supervisors, about the harassment.

10. Ascertain what resolution would be acceptable to the complainant.
11. Interview the alleged harasser to get his or her side of the story, including any possible motivation for a false allegation.
12. Interview witnesses who were identified by the complainant regarding the alleged harasser or other persons identified during the investigation.
13. Interview witnesses who were identified by the alleged harasser or other persons identified during the investigation.
14. Advise all participants that the investigation is "confidential" and not to engage in any retaliatory conduct, as such conduct is subject to disciplinary action up to and including discharge. Confidentiality will be maintained to the extent possible. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the Director of Human Resources. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction.
15. Conduct follow-up interviews, if warranted.
16. Prepare report of findings and discuss with management and designated legal staff.

## **VI. RESPONDING TO THE COMPLAINT**

- A. Following the completion of the fact-finding investigation, either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation, shall

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make a report of findings, along with a recommendation regarding the appropriate remedial action to be taken, if warranted. The recommendation shall be made after reviewing the findings of the investigation, giving consideration to all factual information, the nature of the alleged conduct, and the totality of the circumstances. If the investigation was conducted by the Director of Human Resources, or designee, the Director, or designee, shall confer with the affected department head and both shall concur on the remedial action to be taken, if any. If the investigation was conducted by the department head, the department head shall confer with the Director of Human Resources prior to making the report of findings and both shall concur on the remedial action to be taken, if any.

- B. If either the department head or the Director of Human Resources does not concur with the findings and recommendation of the other, the City Attorney (or designee) shall review and resolve the matter in dispute.
- C. Report of findings and recommendation shall be treated as a confidential document and no other distribution shall be made without first consulting with the City Attorney's Office. A completed investigation report will not be disclosed, except as it is deemed necessary to support a disciplinary action, to take remedial action, to defend the City in adversarial proceedings, or to comply with the law or court order.
- D. Either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation shall provide a written response to the complainant and the person alleged to have committed the misconduct, discrimination and/or harassment. The response shall include a copy of the City's discrimination and harassment policy and a memorandum indicating the City's determination as to whether the complaint is:
  - 1. Unsustained: The investigation failed to disclose sufficient evidence to substantiate the allegation(s).
  - 2. Unfounded: The investigation proved that the act(s) or omission(s)

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complained of did not occur. The finding also applies when the individual employee(s) named in the complaint were not involved in the act(s) or omission(s) alleged.

3. Sustained: The investigation disclosed sufficient evidence to substantiate the allegation(s) made in the complaint; appropriate action will be taken.

- E. Details regarding any specific fact-findings or disciplinary action to be taken will not be communicated to the complainant. The City Attorney shall review the response for legal sufficiency before dissemination.
- F. The City shall close and retain the investigation file, in accordance with applicable laws, regulations, and City policy regarding retention of City records.

## **VII. DISCIPLINE**

Disciplinary action imposed as a result of any investigation conducted pursuant to this policy shall be commensurate with the severity of the offense, up to and including discharge, even for a first offense.

## **VIII. ALTERNATIVE REMEDIES**

If upon exhausting all internal remedies to file, investigate, and respond to a charges of discrimination/harassment, pursuant to title VII of the Federal Civil Rights Act of 1964 (42 U.S.C §§ 2000e *et seq.*), any person has a right to file a charge of discrimination/harassment with the Equal Employment Opportunity Commission ("EEOC"). In addition, pursuant to the California Fair Employment and Housing Act (Gov. Code §§ 12900 – 12996.) a person may also file a complaint of discrimination/harassment with the California Department of Fair Employment and Housing ("DFEH"). Employees or non-employees who believe that they have been subjected to discrimination/harassment may file a complaint with either of these

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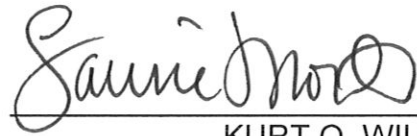
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agencies. Both the EEOC and DFEH serve as neutral fact-finders and attempt to assist parties in resolving disputes voluntarily.

**IX. COMMUNICATION OF POLICY**

This policy shall be provided to all managers, supervisors, employees, volunteers, unpaid interns, agents or contractors of the City and shall be posted in the appropriate places. All employees shall participate in City approved harassment awareness training as directed by management or Human Resources; and all supervisors, as required by law, shall participate in City approved interactive harassment awareness training and education sessions at least once every two years, or as otherwise specified by law.

APPROVED:



KURT O. WILSON  
CITY MANAGER